

RESTRICTIVE COVENANTS**DANLEY RANCH ESTATES, UNIT 3
OTERO COUNTY, NEW MEXICO**

WHEREAS, the undersigned owner of the property hereinafter described and located in Otero County, New Mexico, has heretofore filed a plat of the subdivision known and described as Danley Ranch Estates, Unit 3, in the office of the County Clerk, Otero County, New Mexico and

WHEREAS, the undersigned owner of said subdivision desires to make and file certain restrictive covenants affecting said property for the protection of all future property owners in said subdivision.

NOW, THEREFORE, the undersigned does hereby declare the creation and existence of certain restrictive covenants as herein after set forth and declare that said restrictions and covenants shall run with the land hereinafter described and to be binding on all parties who are or shall become parties in interest to said land. The property covered and affected by the covenants set forth herein and the restrictions applicable thereto is described as follows, to wit:

Lots 1 through 32 inclusive of Danley Ranch Estates, Unit 3, a subdivision lying in Section 30, T15S, R10E, NMPM, as shown on the official plat thereof on file in the office of the County Clerk of Otero County, New Mexico.

The restrictions and protective covenants herein referred to are as follows:

1. Lots 1 through 32 inclusive shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one single family dwelling and such structures as are incidental to the use of said lot, such as a private garage, well house, storage room or stable. There shall be no commercial activity or business engaged in on any of these lots.
2. Lots may not be re-subdivided in the future for any purpose.
3. On Lots 1 through 32 inclusive no buildings or structures whatsoever of any kind shall be located nearer than fifty (50') feet to the front lot line of each not nor nearer than twenty (20') feet to any side lot line or rear lot line of each lot.
4. A. Pertaining to permanent homes:

No dwelling house smaller than 1200 square feet heated area shall be constructed on any lot herein. No trailer, trailer house, prefabricated building, tent, shack, barn or other outbuilding shall be used as a residence, temporarily or permanently, nor shall any temporary residence be erected. A temporary contractor's building or a mobile home for storage may be used during construction. All buildings are to be either brick or stone veneer or painted or stained on exterior or wall surfaces within thirty days from the date of completion of construction. No second hand structures shall be moved on any lot.

B. Manufactured homes are allowed: (double wide only)

- 1.) The dwelling must be a double wide and have a minimum of 1000 square feet heated area.
- 2.) The dwelling must have a shingled, pitched roof.
- 3.) The dwelling must be permanently set and must have a complete coordinated skirting.
- 4.) The dwelling must have a minimum of 200 square feet of decking or porch in front.
- 5.) At the time of installation, the manufactured home must be less than five years old. Ones older than 5 years are allowed if they are approved by the developer.

- Exhibit "A" -

C. For modular home: The dwelling must have a minimum of 1,200 square feet heated area, and must be set on a permanent foundation.

5. The premises and improvements of each lot must be maintained in an orderly condition and a good state of repair at all times.

6. No noxious or offensive activity shall be carried out on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. Livestock shall be permitted, provided that none are to be kept for commercial purposes. Livestock, such as horses, cattle, sheep, etc. shall be limited to one (1) animal per acre and must be contained. Household pets are allowed but must be contained. Kenneling is not permitted. Swine are not permitted.

8. These covenants shall be binding upon the undersigned and all persons claiming under it, their heirs, successors or assigns from the date these Restrictive Covenants are recorded, These Restrictive Covenants may be modified, amended or repealed in whole or in part by filing in the office of the County Clerk of Otero County, New Mexico, such amendment, modification notice or repeal duly executed and subscribed by a majority of the owners of record, of the 32 lots within this subdivision, each lot having one vote. Modification, amendments or repeal of any one of more of the foregoing restrictive covenants shall not affect the validity of any one or more of the foregoing restrictive covenants shall not affect the validity of the remaining covenants. Failure to enforce the provisions of the above covenants immediately upon violation shall not be considered as a waiver of such covenants.

Invalidation of any one of these covenants shall in no way affect any of the other provisions hereof, which shall remain in full force in effect.

DATED this 29th of July, 2005.

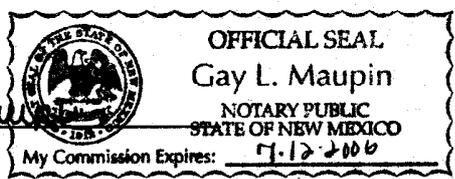
By: [Signature]
State of New Mexico))ss
County of Otero)

The foregoing instrument was acknowledged before me this 29th day of July, 2005, by Justin B. Danley

by _____

My Commission Expires 7-12-2006

Notary Public [Signature]



STATE OF NEW MEXICO
OTERO COUNTY
FILED FOR RECORD IN MY OFFICE
This 17th day of August, 2005
At 1:10 o'clock P M and duly recorded
in Book No. 1201 Page 835-836
The records of Otero County, New Mexico
County Clerk, Otero County, New Mexico
By: [Signature] Deputy

#9435

