

STATE OF NEW MEXICO )  
                          )  
COUNTY OF OTERO      )

BK 669 PG 267

KNOW ALL MEN BY THESE PRESENTS:

That we, FORT SELDEN, INCORPORATED, hereinafter known as The Company, OWNERS of the Desert Sands Subdivision, Otero County, New Mexico, as shown by the plat of said subdivision recorded in the map of records of Otero County, New Mexico, do hereby create and establish the following restrictions, restrictive covenants and easements affecting the use and occupancy of the lots and tracts aforementioned:

SECTION ONE

1. These restrictions and restrictive covenants constitute a general plan for the development of all of the property in the subdivision aforementioned into a desirable rural community where a rural style of living may be developed and maintained and are to run with the land and shall be binding on all parties until December 31, 2010; at which time all such restrictions shall be automatically extended for consecutive periods of five (5) years each, unless, by vote of the then owners of a majority of the lots in said subdivision, it is agreed to alter, amend or rescind the same in whole or in part.

2. These restrictions shall be binding upon the owners of all lots in said subdivision and on all persons holding or claiming any right of possession or other interest therein, each of whom shall be obligated and bound to observe such restrictions and restrictive covenants; and in the event of violation of any of such restrictions with respect to any of such lots, it shall be the legal right of any person owning any interest in any property in the said subdivision to institute and maintain any proceeding at law or in equity against the person or persons violating or attempting to violate any of such restrictions, provided that no person or persons shall be liable in damages for any violation or breach of such restrictions, except in respect to violations or breaches committed during his or her ownership and control of said property.

RESTRICTIONS

1. This land will NOT be used for the purpose of: (1) raising any kind of animals or fowl for commercial purposes, only one hog per acre will be allowed, and that no offensive noises or odors will arise therefrom; (2) a slaughter house of any type; (3) a dumping ground for rubbish, trash, or junk; (4) mining of sand, gravel, caliche, fill dirt, or top soil; (5) an automobile storage area, junkyard, automobile repair garage, or the housing of stripped down, partially wrecked, or junk motor vehicles, or sizable parts thereof. All automobiles must be in running condition or be licensed with a current license plate.

No structure of temporary character, tent, shack, garage, barn, or other outbuilding shall be used as a residence. All houses, mobilehomes, sheds and/or buildings must be placed parallel to, perpendicular to, or at an angle of 45° to the existing lot lines. All buildings must be set back at least 50 feet from the roadway. All purchasers wishing to build a residence must first obtain a building permit from the State of New Mexico. Said residence must be completed within one (1) year of the date of said permit. Lots may not be re-subdivided into more than two (2) equal parts. All barns, sheds, corrals, and/or pens must be situated on the back half of the lot. No animals will be allowed to run at large. All lavatories, toilets and bath facilities shall be built indoors and connected with adequate septic tanks. All parcels, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such parcels or the accumulation of rubbish or debris thereon. Any dwelling or outbuilding on any parcel which may be destroyed in whole or in part by fire, wind-storm, or for any other cause or act of God must be rebuilt or all debris removed and the parcel restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than ninety (90) days. No public nuisance or offensive, noisy, or illegal trade or calling or act shall be done, suffered or permitted.

1. In the event of any violation or threatened violation of any of the covenants herein, any owner of any lot, block or parcel in the subdivision may bring action at law or in equity, either of injunction, action for damages or such other remedy as may be available. In the event that a judgment is obtained, the owner shall also be entitled to recover from such person reasonable attorney's fees.

2. The failure by any land owner to enforce any restrictions, conditions, covenant, or agreement herein contained shall in no event be deemed to waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against The Company or land owner. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction, and damages awarded against such violator.

3. If any provisions of this indenture or the application of such provision to any person or circumstances shall be held invalid, the remainder of this indenture or the application of such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.

4. The purpose of the foregoing restrictions is to maintain a high standard of living conditions in the subdivision. In order to accomplish this purpose and objective, it shall be the right and privilege of any property owner of the subdivision to enforce such restrictions in any manner provided by law. In the event of a violation or attempted violation of any such restrictions by any purchaser, The Company shall not be in any way responsible, either financially or otherwise.

Executed at Chaparral, New Mexico, this 4<sup>th</sup> day of May, 1989.

*[Signature]*  
Secretary/Treasurer

*[Signature]*  
President

STATE OF NEW MEXICO  
COUNTY OF OTERO

The foregoing instrument was acknowledged before me, this 4<sup>th</sup> day of May, 1989, by Sylvia C. Turner, President of Fort Selden, Incorporated, a New Mexico Corporation.

My commission expires:  
October 23, 1989

*[Signature]*  
Notary Public

STATE OF NEW MEXICO, County of Otero, ss, Filed for record in my office this 8 day of May, 1989, at 11:00 O'clock A M, and duly recorded in Book 669 Page 267 of the Records of said county. *[Signature]* by *[Signature]*  
County Clerk Deputy

1269 #3951