

RESTRICTIVE COVENANTS
OF
EILEEN ACRES
UNIT 2
OTERO COUNTY, NEW MEXICO

The undersigned, being owners of the following described real property located in County of Otero, State of New Mexico, same being the real property now duly platted as EILEEN ACRES, Units 1-9, a subdivision located in Otero County, State of New Mexico, as such plat is now recorded in Book _____, Page _____, of the Records of the Otero County Clerk, hereby makes the following declarations as to the limitations, restrictions, and uses in which the lots in such subdivision can be put, and hereby specifies that such declarations shall constitute covenants to run with all of the lots in said subdivision, as provided by law and shall be binding on all parties and persons claiming under them and for the benefit of limitations of all future owners in such subdivision, such declarations and restrictions being designed for the purpose of keeping the subdivision desirable, uniform and suitable in architectural design and use as specified herein:

1. That the lots shall be used for residential purposes only, and no business, manufacturing or commercial enterprise, public or commercial amusement enterprise shall be conducted, operated, or maintained thereon.
2. No animals other than domestic household pets shall be kept or maintained on said lots. No more than two adult dogs may be kept on any one lot and all dogs shall be kept in a suitable enclosed yard or on leash. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trash, junk, old vehicles not in operating condition, or any unsightly object shall be allowed upon or maintained or kept upon any of the lots, unless kept out of view.
3. "Dwelling" as defined herein for purposes of these restrictive covenants, shall be any mobile home, modular home or similar portable structure designed for full time occupancy for residential purposes, provided that such dwelling shall be constructed in accordance with applicable building codes of appropriate government subdivisions, including the State of New Mexico. No mobile home of any size shall be placed on any lot in this subdivision except in compliance with this covenant. In the event a mobile home is erected as a dwelling with the provisions of this covenant, such mobile home must be skirted with professional quality skirting which shall be intergrated with the general architectural design of the mobile home.
4. There shall not be erected or placed on any one lot more than a single private dwelling, together with the necessary and appurtenant buildings such as servants quarters and garages customarily used in connection therewith, and no tent, shack, outhouse or structure of a temporary character shall be erected or maintained in said area.

5. All dwellings on said lots shall have a minimum floor area of not less than 720 square feet, exclusive of open porches and garages. If any room in the residence or appurtenant building has a sloping ceiling, no portion of the room measuring less than five (5) feet from the finished floor to the finished ceiling shall be included in any computation of the minimum floor area thereof. It is further provided that the placement on a lot of any dwelling including skirting shall be completed within six (6) months from the commencement thereof, act of God excented.
6. No building or dwelling shall be erected or maintained nearer than five (5) feet to any side lot line, nor nearer than fifteen (15) feet to any front line nor nearer than fifteen (15) feet to any property line of a lot adjacent to a dedicated street within the subdivision; provided, however, that if any person owns several contiguous lots, buildings may be erected or maintained anywhere thereon, provided that said buildings or dwellings shall not be nearer than the distances aforesaid to the extreme exterior lot lines of all of said continuous lots taken together as a unit.
7. Exterior surfaces of any structure or dwelling shall not be allowed to become shabby or unkept and all lots shall be properly landscaped and maintained and weeds cut as needed. All toilets shall be located inside principal buildings and shall be connected to the sewer system.
8. Excavation shall be limited to removal of not more than 100 cubic yards of soil without the prior written consent of the personal representatives.
9. Off-street parking shall be provided for at least two (2) automobiles on each lot.
10. No fence or free standing wall within or bordering the front yard shall exceed a height of three (3) feet; no fence or free standing wall shall exceed a height of six (6) feet. On a corner lot, no fence or free standing wall over three (3) feet in height may be erected so as to come closer to the street side of the corner lot than the required street side yard set back. Fences shall be of growth, masonry, or chain link.
11. No signs shall be erected or maintained in the subdivision which exceed two (2) square feet in area.
12. No brush, trash or other materials shall be burned except in compliance with the fire regulations of the appropriate regulatory agency.
13. No buildings shall be erected on natural drainage channels or utility easements.
14. Each mobile home must be skirted so as to conceal its undercarriage and hitch.
15. Any exterior additions or modifications, including fencing, shall be submitted in writing to the architectural control committee for approval. Architectural Control Committee to be appointed by subdivider.

The covenants, agreements, conditions, reservations, restrictions and charges created and established for the benefit of EILEEN ACRES and each lot therein. Owners of such lots shall be determined by reference to the owners of record in the Records of Otero County Clerk.

Invalidation of any of the foregoing covenants contained herein shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

All of the covenants herein shall run with the ownership of the land and shall be binding upon the undersigned owners and all parties claiming by, through or under them.

All of the restrictive covenants contained herein are for the benefit of any and all owners of lots within EILEEN ACRES, as such plat is filed in the office of the Otero County Clerk, and if the undersigned or any of its assigns, personal representatives, or heirs shall violate or attempt to violate any of said covenants, then it shall be lawful for any other person or persons owning land within said subdivision to prosecute any proceedings at law or inequity or recover damages or enjoin such act and to have any and all further legal and equitable relief.

WITNESS our hands and seals:

Wright-Wimberly Joint Venture

by James L. Wimberly
James L. Wimberly, Managing Partner



STATE OF NEW MEXICO
COUNTY OF Lincoln

The foregoing instrument was acknowledged before me this 19th
day August, 1986, by James L. Wimberly

Lynn Archer
Notary Public

My Commission Expires:

July 21, 1990

STATE OF NEW MEXICO
OTERO COUNTY
FILED FOR RECORD IN MY OFFICE
ON 15 day of Dec 1986
at 2:18 o'clock P.M. and duly recorded
in Book No. 609 Page 916-918
in records of Otero County, New Mexico
Andrew Wynham
County Clerk, Otero County, New Mexico
Lynn Archer Deputy

