RESTRICTIVE COVENANTS

ESCONDIDO ACRES

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, C. A. W. INC., a New Mexico Corporation, being the owner of the E ½ of Section 26, T18S, R9E, NMPM, Otero County, New Mexico, does hereby declare, for itself, its successor and assigns, that all tracts in the afore described property shall be subject to and encumbered by the following restrictive and protective covenants; and that all conveyances of said property, or any part thereof, shall be subject to said covenants, whether or not the same are embodied in the conveyances or other instruments affecting title thereto.

A. It is the intent of these Restrictive Covenants to provide an area of rural homesites with Maximum Freedom of Use consistant with Maximum Land Value, where the natural or created beauty is to be maintained to the greatest extent possible.

B. All of the tracts in said subdivision are hereby designated "Residential Area" and are subject to the following residential restrictions:

1. No tract in said subdivision shall be subdivided into smaller parcels.

2. Said "Residential Area" shall be used for residential purposes only, and no business, manufacturing, commercial enterprise, public or private amusement shall be conducted, operated or maintained thereon.

3. No activity shall be conducted or carried on upon said property which creates a noxious or offensive odor detectable from adjoining properties. By way of example, and not of limitation, activity specifically prohibited by these restrictions are the use of said tracts for feed pens, slaughter houses, animal hospitals or kennels.

4. There shall not be erected on any one tract more than one single private dwelling, together with necessary and appurtenant buildings such as servants quarters, garages, equipment barns, animal barns, stables, chicken houses, and dog houses.

5. All private dwelling houses shall have a minimum living area of 1,200 square feet, exclusive of open porches and garages. All buildings shall be of all new first class construction and no used or secondhand buildings shall be moved into said "Residential Area," nor shall any unpainted tin or other metal be used for construction of any out-building.

Temporary buildings, mobile homes or trailers are allowed only during the construction period which is to be a maximum period of six (6) months from commencement thereof, Act of God excepted.

6. All structures will be externally finished with wood, masonry or stucco. All roof surfaces, visible from any adjoining properties, will be of wood shingle, shake or plastic, clay tile, composition or other approved equal.

7. All garages or carports will be attached to the residence dwelling and the openings will be from the back or opposite from the street. Carports will be enclosed in the front and made to look as a part of the continuity of the front elevation of the residence dwelling as will the garage.

8. All private dwelling houses will be erected with set back as shown in the "Set back Plat Exhibit No. 1" attached thereto. All other buildings will be offset 350 feet from the center line of the front road of said tract.

9. Fences, where constructed, shall be built and maintained in an attractive and workmanship like manner, being plumb, uniform, straight, etc., as approved, by the Architectural Control Committee. Exterior fencing may be installed in common with adjoining property owners.

10. All toilets shall be located inside principal buildings and shall be connected with proper septic tanks or sewage disposal system which conforms with the state or county health laws and regulations.

11. All trash containers will be placed in an approved enclosure located to the backside of the house. All trash, rubbish and garbage shall be removed from the tract at regular intervals and disposed of in accordance with the regulations of the County of Otero, State of New Mexico, or other regulatory agencies. No trash, brush, or other materials shall be burned on site except in compliance with the regulations of all appropriate regulatory agencies.

12. Each owner will place a culvert at the entrance of his tract to conform to the construction drawings for the subdivision. Such driveway entrance will be a minimum of 20 feet.

13 All outside clotheslines will be fenced from view of any other properties.

14. All exterior plans for buildings of any nature or use, including fencing shall be submitted for approval to an Architectural Control Committee (A.C.C.) appointed by Escondido Development Corp. Any and all exterior changes, additions, deletions or conversions to new or existing structures or fencing will first be approved by the A.C.C.. Failure of the A.C.C. to approve or disapprove such plans, changes, additions, deletions or conversions within 21 days from the date of submission, shall be considered approval by the A.C.C. of such plans and changes. The A.C.C. will consist of two officers of Escondido Development Corp., and three property owners of Escondido Acres. After 25 percent of the tracts have been built on and 100 per cent of the 64

tracts have been purchased, the Escondido Property Owners Association will elect the five members of the A.C.C.

15. Exterior surfaces of any and all structures and dwellings shall not be allowed to become shabby or unkept in appearance and all tracts shall be properly maintained and weeds and brush cut as needed to improve the appearance.

16. Except during construction work on any said tract, no large construction machinery, dump trucks, blades, etc., may be parked upon any tract. Boats, trailers (including vacation trailers) may only be stored wholly within a garage or carport or to the rear of the tract out of sight from the road and other property owners. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighbor(s). No trash, junk, old vehicles, farm machinery, or any unsightly objects shall be allowed upon or maintained or kept on any tracts, unless kept out of view.

17. No signs shall be erected or maintained in the "Residental Area" which exceed two square feet in area.

18. Within one (1) year from purchase each tract owner will clear his tract(s) of brush and continue to maintain the appearance of said tract regardless of when or if he improves said tract with residence or other outstructures. This clearing may be done by root plowing or mowing the present cover. In any event, the land must be prepared so as not to erode by wind, nor will the brush and cover be allowed to exceed 12 inches in height.

19. No hogs will be permitted within said subdivision under any circumstances including an S.P.F. operation.

20. No animals shall be maintained upon any tract other than two (2) adult horses or two (2) cattle (or a combination thereof), and two (2) adult sheep and two (2) goats, two (2) adult dogs, cats, chinchillas, 50 poultry or fowl, 150 game birds, or 25 adult rabbits. Each tract, having farm animals, shall be completely fenced with animal and fowl proof fencing, and all animals will be kept within the boundaries of said tract. Under no conditions or circumstances will dogs be permitted off the owner's tract. Each owner will maintain and keep his animal facilities as clean as possible to minimize the odor and insect possibilities.

21. These deed restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until twenty (20) years from the date of the filing of these deed restrictions, at which time the restrictions shall be automatically continued in force for successive periods of ten (10) years each unless discontinued or amended at the end of the first or any subsequent ten-year period by a vote of fifty-one (51%) percent or more of the property owners. Record owners of the property shall be entitled to one vote for each proportionate part of property owned as shown by ownership, provided, however, that at any time hereafter any of the said restrictions may be alleviated, amended, released or

extinguished as to any parcel of property by written instrument duly executed, acknowledged and recorded by no less than three-fourths (3/4) of the owners of the parcels in the above described property.

Invalidation of any of the foregoing covenants contained herein shall in no way affect 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 corporation and all parties claiming under them.

All restrictive covenants contained herein are for the benefit of any and all owners of tracts within the boundaries of the land herein above described, and if the undersigned or any of its assigns or successors 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 boundaries to prosecute any proceedings at law or in equity to recover damages or to enjoin such act, and to have any and all further legal and equitable relief.

IN WITNESS WHEREOF, C. A. W. Inc., a New Mexico Corporation has hereunto set its hand and seal this 21st, day of November, 1978.

ATTEST

A. J. Ward

A. J. Ward, Secretary

C. A. W. Inc.

By M C Ward

M.C. Ward, President

STATE OF NEW MEXICO,
COUNTY OF OTERO.

The foregoing instrument was acknowledged before me by M. C. Ward and A. J. Ward, President and Secretary, respectively, of C. A. W. Inc., on behalf of said corporation, on the 21st day of November, 1978.

Najla M Shadow

Notary Public

My Commission expires:

May 23, 1982

STATE OF NEW MEXICO, County of Otero ss. I hereby certify that this instrument was filed for record on the 7 day of August 19 79, at 3:30 o'clock P M., and duly recorded in Book 474, Page 126-29 of the Records of said county.

By _____ Deputy Margaret D Sanchez County Clerk

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