

RESTRICTIVE COVENANTS

575-527

OTERO COUNTY SUBDIVISION

HERNAN, John L. Green and In-Low Green, husband and wife, are the owners of the following described real estate in Otero County, New Mexico, to wit:

NW 1/4 and the S 1/4 NW 1/4, Section 17, Township 17 South, Range 10 East, N.M.P.M.

SAVE AND EXCEPT a tract of land in the S 1/4 NW 1/4 S 17, T17S, R10E, N.M.P.M. being more particularly described in Book 458, Page 888, Otero County and containing 15 acres more or less. AND:

SAVE AND EXCEPT a tract of land in the SE 1/4 NW 1/4 of Section 17, T17S, R10E, N.M.P.M., described by metes and bounds as follows:

Starting at the West one quarter corner of said Section 17 and going N 00° 03' 02" W along the West line of said Section 17 a distance of 132' feet; thence N 89° 45' 44" E a distance of 2186.76 feet to the place of beginning of the tract of land herein described; thence continuing N 89° 45' 44" E a distance of 450.93 feet; thence S 00° 05' 37" E a distance of 965.97 feet; thence S 89° 56' 58" W a distance of 451.65 feet; thence N 00° 03' 02" W a distance of 964.50 feet to the said place of beginning, and containing 10.000 acres, more or less. AND:

SAVE AND EXCEPT a tract of land in the W 1/4 of Section 17, T17S, R10E, N.M.P.M., described by metes and bounds as follows:

Beginning at the west quarter corner of said Section 17, and going N 00° 03' 02" W along the west line of said Section 17, a distance of 0.50 feet; thence N 89° 48' 14" E a distance of 660.00 feet; thence S 00° 03' 02" E a distance of 660.00 feet thence; S 89° 48' 14" W a distance of 660.00 feet; thence N 00° 03' 02" W a distance of 659.50 feet to the said place of beginning, and containing 10.000 acres, more or less.

AND WHEREAS, the said owners above named desire said real estate to be subject to and encumbered by certain Restrictive and Protective Covenants.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the above named owners hereby declare and agree that the following Covenants apply to all of the said real estate, and that all conveyances of said real estate, 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 thereof.

1. No single lot or tract as shown on the subdivision map shall be re-subdivided or subdivided by anyone except the original developer.
2. No swine of any kind shall be kept on any portion of said real Estate. The following numbered exterior lots will be allowed one head per acre of other livestock, as long as their maintenance on the property does not become a nuisance or offensive to adjacent land owners, whether by reason of noise, odor or otherwise. All pens or corrals for such animals shall be located to the rear of the lot and be built no closer than 50 feet to the adjacent lots.
Lots # 5 through 22, Lots # 40 through 46.
3. This property shall not be used for the collection of trash, garbage, waste, junk or salvage. Salvage shall include wrecked or salvaged automobiles or any other type of used materials or products which are not intended for immediate use on this site. Trash, garbage and waste shall not be kept on the premises except in sanitary containers. Any unregistered vehicle may be designated as junk for this purpose.
4. All lots in said tract shall be known and described as single family residential lots and no structures shall be erected or placed on any lot other than a single family dwelling and out-buildings incidental to and consistent with single family residential use of the particular lot.
5. "Dwelling" as defined herein for purposes of these restrictive covenants, shall be any permanent on-site home, 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 governmental subdivision, including the State of New Mexico and the City of Alamogordo. That in the event that a mobile

home is placed on a lot in this subdivision, that mobile home must have the axles removed and must be placed on a permanent masonry foundation. No mobile home of any size shall be placed on any lot in this subdivision except in compliance with this covenant. No such dwelling may be more than seven (7) years old at the time said dwelling is placed on a lot in this subdivision. In the event a mobile home is erected as a dwelling within the provisions of this covenant, such mobile home must be skirted with professional quality skirting which shall be integrated with the general architectural design of the mobile home.

- 6. 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 of appurtenant buildings 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 excepted.
- 7. The drainage of a lot shall not be changed so as to materially affect the drainage of the surrounding lots. No rock, gravel or earth shall be excavated or removed from any property for commercial purposes.
- 8. Lot owners are responsible for building adequate drainage structures, acceptable to Otero County, in all driveway connections with county roads.
- 9. Outhouses and cesspools are strictly prohibited. All sewage facilities shall consist of septic tank which shall be located and constructed only in accordance with the rules and regulations of those governmental agencies having jurisdiction over the construction of sewage facilities.
- 10. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Twenty-five (25) years from the date these covenants are recorded, at which time they shall be automatically continued in force for successive periods of ten (10) years each, unless, by filing with the County Clerk of Otero County, New Mexico, an appropriate instrument signed by the owner or owners of 51% of the total number of acres in said real estate.
- 11. All of the restrictive covenants contained herein are for the benefit of any and all owners of land within the boundaries of said real estate, and if any person or persons violate or attempt to violate any of said covenants, then it should be lawful for any other persons owning land within said boundaries to prosecute any proceedings at the law or in equity to recover damages or to enjoy such act, and to have any and all further legal and equitable relief.
- 12. Invalidation of any one of these covenants will in no way effect any of the other provisions hereof, which shall remain in full force and effect.

DATE: 4-3-85

John L. Green
 John L. Green
Toots Green
 Toots Green, Formerly known as Imogene Green

STATE OF NEW MEXICO)

ss.

COUNTY OF OTERO)

On this 3 day of April, 1985, before me personally appeared John L. Green and Toots Green, formerly known as Imogene Green, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and seal the day and year last above written.

MY COMMISSION EXPIRES:

April 6, 1988

[Signature]
 Notary Public

STATE OF NEW MEXICO
 OTERO COUNTY
 FILED FOR RECORD IN MY OFFICE
 This 3 day of April 1985
 at [Location] and duly recorded
 in Book No. 575 Page 522-28
 He records of Otero County, New Mexico
[Signature]
 County Clerk, Otero County, New Mexico

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