AMENDED RESTRICTIVE COVENANTS
FOR
LOTS 1 THROUGH 28, BLOCK 1,
OF HACIENDA ESTATES
A SUBDIVISION SITUATED
IN OTERO COUNTY, NEW MEXICO

WHEREAS, the undersigned are the sole owners of Lots 1 through 28, Block 1, Hacienda Estates, a subdivision situated in Otero County, New Mexico; and,

WHEREAS, said owners desire to amend the restrictive covenants recorded in Book 397, at Pages 277-282, Records of Otero County, New Mexico, insofar as the same pertain to said Lots 1 through 28, Block 1, Hacienda Estates;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the undersigned owners of Lots 1 through 28, Block 1, Hacienda Estates, a subdivision situated in Otero County, New Mexico, do hereby covenant, declare and agree with all future purchasers of said Lots 1 through 28, Block 1, Hacienda Estates, that the following restrictive covenants shall apply to all said lots and that all conveyances of any of said lots shall be subject to the following restrictions:

A. THE LOT:

1. All of said Lots 1 through 28, Block 1, Hacienda Estates, are hereby designated as residential lots. No lot may be changed from a residential lot without the specific approval of the land development architectural board, which approval shall be in writing and filed in the office of the County Clerk of Otero County, New Mexico, before the same shall be effective.

2. The minimum size of residential lots shall be one-half acre, more or less.

3. None of said Lots 1 through 28, Block 1, Hacienda Estates, shall be further subdivided or a partial conveyance of any lot made, except for easements for utilities and similar services, unless written permission is obtained from the subdivider and the land development architectural board.

B. RESIDENCES AND CONSTRUCTION:

1. The architectural style, landscaping and plot plans will be limited to Southwestern, Spanish or New Mexico Territorial types and must meet with the approval of the land development architectural board. No building may be started until the plans for said building are signed by the land development architectural board.

2. Only one single family residential dwelling per lot will be allowed, unless authorized in writing by the subdivider and the land development architectural board.

3. The minimum groud floor living area shall be 1,000 square feet, exclusive of garages, porches and patios.

4. Construction, once commenced, must be completed in four months (house structure only).

5. The Land Development Architectural Board shall consist of the subdivider, Jimmie D. Seery, and two other lot owners appointed by the subdivider, who shall serve during the pleasure of the subdivider, so long as the subdivider is the owner of more than 25% of the real estate situated within the subdivision, and at such time as the subdivider shall cease to own 25% of the total land within the subdivision, then such Land Development Architectural Board shall continue in full force and effect until such time as a new Land Development Architectural Board shall be elected by a majority of the lot owners within said Lots 1 through 28, Block 1, Hacienda Estates.

6. Modular and/or manufactured homes may be erected on said lots only upon approval in writing of the Land Development Architectural Board of the floor, elevation and landscaping plans of said homes; and all landscaping plans must be completed within one year after the construction of such homes has been commenced. No modular and/or manufactured home shall be approved which does

not comply with Paragraph 1 of this Section B.

C. LOT STRUCTURES:

1. No temporary residential structure will be erected on any of said Lots 1 through 28, Block 1, Hacienda Estates.

2. No trailers, tents, shacks, barns or other out-buildings shall be constructed on said lots, either temporarily or permanently, except for permanent storage and/or play buildings approved in advance by the Land Development Architectural Board.

3. No wind-mills shall be erected on said lots.

4. No old or secondhand buildings shall be moved onto any of said lots.

5. No barbed-wire fences will be allowed, nor will outdoor privies be permitted. Fences shall conform to residence architectural type construction.

6. A temporary contractor's building may be used during construction, built in accordance with New Mexico Code (November, 1968), for a period of time not to exceed four months and only with the approval of the subdivider.

D. FACILITIES AND UTILITIES:

1. Each residence shall have facilities that meet with minimum standards of the State and/or Federal Housing Administration's property standards, or better.

2. LPG tanks and facilities must conform to State regulations and must be located so as not to detract from the general appearance of the neighborhood.

3. Trash and garbage shall not accumulate and will be disposed of in accordance with the regulations of the State of New Mexico and the Otero County Health Department.

4. Outdoor lighting will be limited to the soft, non-glare types similar to gate-post lanterns, etc., and will be limited to poles and small areas.

E. ANIMALS AND LIVESTOCK:

1. Animals allowed will be restricted to pets of dogs and cats, with a maximum of two each.

2. Animals will not be allowed to roam, but will be contained in a fenced-in area.

3. No swine, goats, sheep, horses, ducks, chickens, rabbits or dogs of the hound-types shall be permitted.

4. No animals of any kind shall be raised, bred, or maintained for any commercial purpose.

F. ACTIVITIES:

1. No commercial activities shall be carried on upon said lots, unless approved by the Land Development Architectural Board.

2. No offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood and no part of said premises shall be used or occupied injuriously to effect the use, occupation, or value of the adjoining or adjacent premises for residential purposes or in the neighborhood in which such premises are situated.

3. No wrecked or abandoned cars are to be left on the streets or on lots. Boat or camp trailers will be housed in buildings meeting the approval of the Land Development Architectural Board.

4. The topography of the land shall not be changed in any manner to deflect run-off water or sewage onto another lot, except by consent of the Land Development Architectural Board.

5. No owner shall permit loud or excessive noise to originate upon his land when such loud or excessive noise disturbs the quiet and peaceful enjoyment of other land owners.

STATE OF NEW MEXICO } SS.
OTERO COUNTY
FILED FOR RECORD IN MY OFFICE
This 20 day of Sept 19 76
At 3:35 o'clock P M. and duly recorded
In Book No. 435 Page 420-24
the records of Otero County, New Mexico.
Frankie Diane
County Clerk, Otero County, New Mexico
Marie Ashby
Deputy

BOOK 435 PAGE 424

G. ENFORCEMENT:

1. Should it be necessary to enforce any of the foregoing restrictive covenants by Court action, then and in that event, the Land Development Architectural Board shall be entitled to recover from the land owner violating said covenants, all costs incurred by said Land Development Architectural Board to enforce said covenants, including the actual cost of attorney fees incurred in any such court proceedings. The cost of enforcement when so assessed by any court of competent jurisdiction, shall become a lien against the real estate, which lien may be enforced and foreclosed in the manner provided by law.

H. GENERAL:

1. These restrictions constitute a mutual covenant running with the land and all successive future owners shall have the same right to invoke and enforce said covenants as the original signers hereto.

2. These covenants are to run with the land and shall be binding upon all parties and persons claiming unto them until the year 2000.

3. Invalidation of any of the covenants contained herein by judgment or court order or decree shall in no wise effect any of the other provisions which shall remain in full force and effect.

WITNESS our hands and seals this 15 day of September, 1976.

Jimmie D. Seery
Jimmie D. Seery

William P. Johnstone
William P. Johnstone

Dorothy R. Johnstone
Dorothy R. Johnstone

STATE OF NEW MEXICO)
) SS.
COUNTY OF OTERO)

The foregoing instrument was acknowledged before me this 15 day of Sept, 1976, by Jimmie D. Seery and by William P. Johnstone and Dorothy R. Johnstone, his wife.

Catherine M. Rowler
Notary Public

My Commission Expires 6/13/80.

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