

HIGH NOGAL

Otero County, New Mexico

WHEREAS, the undersigned owners of the property hereinafter described and located in Otero County, New Mexico, have heretofore filed a plat of the subdivisions known and described as High Nogal in the office of the County Clerk, Otero County, New Mexico and

WHEREAS, the undersigned owners of said subdivisions desire to make and file certain restrictive covenants affecting such land for the protection of all future property owners in said subdivision.

NOW, THEREFORE, the undersigned do hereby declare the creation and existence of the certain restrictive covenants as hereinafter set forth and declare that said restrictions and covenants shall run with the land hereinafter described and to be binding on all parties hereto and all parties who are or shall become parties in interest to said land. The property covered and affected by the covenants set forth herein and the restrictions applicable thereto is described as follows, to-wit:

Lots 1 and Lots 2 to 95 inclusive of the High Nogal Subdivision a subdivision lying in Section 20, 21, 28, and 29, T16S R12E N.M.P.M., as shown on the official plat thereof on file in the office of the County Clerk of Lincoln County, New Mexico.

The restrictions and protective covenants herein referred to are as follows:

1. Lot 1 shall be designated for the purpose of a commercial R.V. Park.
2. Lots 2 to 95 inclusive shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one single family dwelling and such structures as are incidental use of said lot, such as a private garage, well house or cellar, storage room and stable. There shall be no commercial activity or business engaged in on any of these lots. Lots may be redivided in half only if each half conforms to all State and County statutes and regulations.
3. No buildings or structures whatsoever of any kind shall be located nearer than fifty feet (50') to the front lot line of each lot or to any side street line, nor nearer than fifty feet (50') to any side lot line or rear lot line of each lot or tract.
4. All dwellings shall be finished as to the exterior within one year from the start of construction. All structures shall be completely finished front, sides and rear to the same degree as a first class front, so the view from overlooking or adjoining lots will not be unduly impaired.
5. No dwelling house of smaller than 1000 square feet of living area shall be constructed upon any lot herein. No trailer, trailer house, tent, shack, barn or other outbuilding shall be used as a residence, temporarily or permanently, nor shall any temporary residences be erected. A temporary contractor's building may be used during construction. All buildings are to be painted or stained on exterior or wall surfaces within thirty days from date of completion of construction. No second hand structures shall be moved on any lot; However, prefabricated structures of all new material may be.

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6. The premises and improvements must be maintained in an orderly condition and a good state of repair.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No livestock or fowl of any kind shall be kept, housed or maintained upon any lot in the subdivision except for household pets, and not more than two riding horses, provided none are kept for commercial purposes, and further provided that horses are to be maintained in barn, stable, or corral, and not allowed to roam; and premises are to be kept clean.

If the parties herto, or any of them, or their heirs, successors, or assigns, shall violate or attempt to violate any of the other person or persons owning any real property situate in said development or subdivision, and herein-above described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgement or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The foregoing restrictive covenants may be modified, amended or repealed in whole or in part by filing in the office of the County Clerk of Otero County, New Mexico, such amendment, modification or notice of repeal duly executed and subscribed by not less than 75% of the owners of record of the lots included in said subdivision. Modification, amendment or repeal of any one or more of the foregoing restrictive covenants shall not affect the validity of the remaining covenants. Failure to enforce the provisions of the foregoing covenants immediately upon violation shall not be considered as a waiver of such covenants.

RUIDOSO LAND COMPANY

BY: M. Keith Mills
M. Keith Mills, President

ACKNOWLEDGEMENT:

STATE OF NEW MEXICO)
COUNTY OF SIERRA) ss.

The foregoing instrument was acknowledged before me this 17th day of July, 1985, by M. Keith Mills, President, of Ruidoso Land Company, a New Mexico Corporation, on behalf of said corporation.

My commission expires: 3-12-88

STATE OF NEW MEXICO } ss.
OTERO COUNTY }
FILED FOR RECORD IN MY OFFICE

This 17 day of July, 1985
At 3:45 o'clock P.M. and duly recorded
in Book No. 579 Page 771-72 of

my records of Otero County, New Mexico.
Andrew C. Wemman

County Clerk, Otero County, New Mexico
By Mary D Calderon
#274

