

**ADDITIONAL RESTRICTIVE COVENANTS
IMPOSE UPON PARTS OF LOT 1, BLOCK 1,
HIGH ROLLS SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **ELLA JEAN BASH**, a single woman, and **HENRY P. ADAMS**, a single man, being the owners respectively as their sole and separate property of parts of Lot 1, Block 1, High Rolls Subdivision, Otero County, New Mexico, more particularly described as follows:

A tract of land in Lot 1, Block 1, High Rolls Subdivision, Otero County, New Mexico, described by metes and bounds as follows:

TRACT ONE:

Starting at the northeast corner of said Lot 1 and going N 83° 19' 10" W along the North line of said Lot 1 a distance of 48.66 feet to the centerline of a 20-foot driveway and utility easement; thence S 57° 34' 02" W along said centerline a distance of 28.47 feet; thence S 30° 29' 23" W along said centerline a distance of 102.62 feet; thence S 03° 12' 33" W along said centerline a distance of 33.00 feet to the place of beginning of the tract of land herein described; thence N 86° 17' 20" W a distance of 182.37 feet; thence S 03° 42' 40" W a distance of 240.23 feet; thence S 80° 10' 23" E a distance of 21.06 feet; thence S 69° 44' 11" E a distance of 49.98 feet; thence S 75° 57' 25" E a distance of 49.65 feet; thence N 85° 28' 00" E a distance of 77.69 feet; thence N 03° 12' 46" E a distance of 254.49 feet; thence N 86° 17' 21" W a distance of 10.00 feet to the said place of beginning, and containing 1.136 acres, more or less.

TRACT TWO:

Starting at the northeast corner of said Lot 1 and going N 83° 26' 22" W along the North line of said Lot 1 a distance of 108.92 feet to the place of beginning of the tract of land herein described; thence S 03° 12' 46" W a distance of 144.38 feet; thence N 86° 17' 20" W a distance of 192.37 feet; thence S 03° 42' 40" W a distance of 240.23 feet; thence N 80° 10' 22" W a distance of 28.57 feet; thence S 85° 08' 20" W a distance of 51.10 feet; thence S 66° 08' 43" W a distance of 50.00 feet; thence S 27° 39' 55" W a distance of 50.86 feet; thence S 10° 29' 00" W a distance of 50.00 feet; thence S 30° 52' 36" W

a distance of 30.39 feet; thence N 26° 25' 20" W a distance of 397.08 feet; thence N 01° 49' 58" E a distance of 220.11 feet; thence S 83° 26' 22" E a distance of 562.03 feet to the said place of beginning, and containing 4.036 acres, more or less.

TRACT THREE:

Beginning at the northeast corner of said Lot 1 and going S 19° 10' 57" E along the East line of said Lot 1 a distance of 255.06 feet; thence S 61° 30' 00" W a distance of 1.30 feet; thence S 43° 30' 00" W a distance of 97.90 feet; thence S 45° 54' 00" W a distance of 50.00 feet; thence S 49° 11' 00" W a distance of 50.00 feet; thence S 85° 28' 00" W a distance of 72.31 feet; thence N 03° 12' 45" E a distance of 285.15 feet; thence N 30° 29' 23" E a distance of 97.79 feet; thence N 57° 34' 02" E a distance of 38.36 feet; thence S 83° 19' 07" E a distance of 32.81 feet to the said place of beginning, and containing 1.265 acres, more or less.

TRACT FOUR:

Starting at the northeast corner of said Lot 1 and going N 83° 26' 22" W along the North line of said Lot 1 a distance of 32.81 feet to the place of beginning of the tract of land herein described; thence S 57° 34' 02" W a distance of 38.36 feet; thence S 30° 29' 23" W a distance of 97.79 feet; thence N 03° 12' 50" E a distance of 113.72 feet; thence S 83° 26' 22" E a distance of 76.12 feet to the said place of beginning, and containing 0.080 acres, more or less.

hereby made the following declarations as to the limitations and restrictions placed upon the above-described real property and uses to which the above-described real property may be put; hereby specifying that said declarations shall constitute covenants to run with said land, and shall be binding upon the undersigned, all parties and all persons claiming under them and for the benefit of and limitations upon all future owners of said real property. Nothing herein contained shall limit the right of the undersigned to use other portions of said Lot 1, Block 1, High Rolls Subdivision or other lands contiguous to or near the above-described land for any purposes, or to impose restrictive covenants thereon which are less stringent than those stated herein. These restrictive covenants are in addition to any other restrictive covenants heretofore imposed on the High Rolls Subdivision or parts thereof by previous owners.

1. No part of the real property described herein shall be used for any purpose other than for single-family residential purposes, or for growing agricultural products provided that livestock shall not be permitted except as permitted in the Restrictive

Covenants recorded the 11th day of November, 1952. No building shall be erected, altered, placed, or permitted to remain on any separate tract of the real property described above other than one (1) single family residential dwelling per tract which must have at least 1200 square feet of heated living area, excluding porches, breezeways, and garages, and be built with new construction material on site. The single-family residential dwelling or outbuilding shall not include single or doublewide trailers, mobile homes, manufactured homes, pre-manufactured homes which are specifically not permitted on the above described real property. Outbuildings such as a barn or free standing garage shall be permitted so long as they are not metal sided and are constructed on site with new construction materials. With respect to Tract Two described above, HENRY P. ADAMS may subdivide Tract Two into not more than four tracts, each of which shall be considered a single tract for all purposes herein.

2. No structure of a temporary character whether camper, recreational vehicle, basement, shack, garage, barn, and other outbuilding shall be maintained or used at any time as a residence, either temporarily or permanently.

3. No machine parts, appliances or any other such material may be kept on the described property in an exposed manner. All such materials must be kept in an enclosed workshop, storage building or garage.

4. Abandoned and junked motor vehicles are prohibited. No junk of any kind or character or dilapidated structure or building of any kind or character is allowed on said property.

5. The ground floor heated living area for any one story single family residential dwelling unit shall contain not less than 1200 square feet exclusive of open porches, carports and garages. The ground floor living area for a two-story single family residential dwelling unit shall contain not less than 600 square feet of heated living area exclusive of open porches, carports and garages.

6. No noxious or offensive activity or use contrary to the laws of the United States of America or the State of New Mexico, or the ordinances of Otero County or any other governmental authority having jurisdiction shall be carried on upon the real property described above; nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

7. The exterior of all structures, walks, driveways, walls, retaining walls and lawns and landscaping shall be maintained and kept clean and free of debris, in good order, repair and condition by the respective owners thereof.

8. Owners of vacant tracts and owners of residences will be responsible for keeping the lots cleared and free of all trash and other detracting conditions.

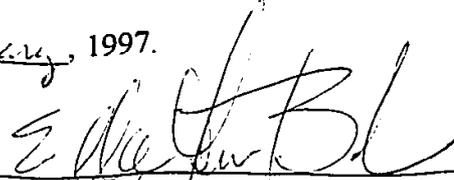
9. These protective covenants and reservations are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the real property described herein have been recorded agreeing to terminate or amend said covenants as to all or part of the real property described herein.

10. These covenants shall run with the land in favor of and enforceable by any owner of any part of the real property described herein or the holder of any first lien mortgage on any part of the real property or by the undersigned. Enforcement shall be by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenants herein, either to restrain any violation or attempted violation or to recover monetary damages. If any suit for injunction is brought for the enforcement (either to prevent a violation or threatened violation) of any of the terms of this Declaration, no bond or other security shall be required of the party bringing such action in order to secure the issuance of a temporary restraining order, temporary injunction or final injunction. If the party bringing any action seeking enforcement of these covenants or monetary damages prevails, the party against whom such action is brought shall pay all costs of court and reasonable attorney's fees incurred in the enforcement of these covenants.

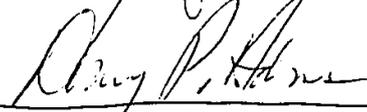
11. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

12. These restrictions, covenants and reservations, and any amendments or exceptions thereto shall be effective as of the date of their filing with the County Clerk of Otero County, New Mexico.

DATED this 21 day of January, 1997.



ELLA JEAN BASH



HENRY P. ADAMS

STATE OF NEW MEXICO)
) SS:
COUNTY OF)

The foregoing instrument was acknowledged before me this 21 day of February, 1997, by ELLA JEAN BASH.

Diana Marie Rivas
Notary Public

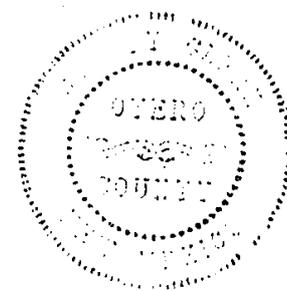
My Commission Expires:
12-26-99

STATE OF NEW MEXICO)
) SS:
COUNTY OF)

The foregoing instrument was acknowledged before me this 21 day of February, 1997, by HENRY P. ADAMS.

Diana Marie Rivas
Notary Public

My Commission Expires:
12-26-99



STATE OF NEW MEXICO)
OTERO COUNTY

FILED FOR RECORD IN MY OFFICE
This 24th day of February, 1997
At 8:15 o'clock A M and duly recorded
in Book No. 852 page 343-347
the records of Otero County, New Mexico

Mary D. Quintana
County Clerk, Otero County, New Mexico
Robyn Silva Deputy
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