

J. H. HIGHTOWER

RESTRICTIVE COVENANTS

J. H. Hightower and Helen Hightower, are the owners of the following described real estate situated in Otero County, State of New Mexico, to-wit:

A tract of land in the South half of the Southwest quarter of Section 5, T16S, R10E, NMPM, and more particularly described by metes and bounds as follows:

Starting at the Southwest corner of said Section 5 and going N 0° 03' W along the West line of said Section 5 a distance of 408.64 feet to the place of beginning of the tract of land herein described; thence continuing N 0° 03' W along the West line of said Section 5 a distance of 493.76 feet; thence N 89° 42' E a distance of 442.55 feet; thence S 0° 03' E a distance of 490.54 feet; thence S 89° 17' W a distance of 442.56 feet to the place of beginning and containing 5.00 acres.

SUBJECT TO a roadway easement 40 feet wide on the South 40 feet of the above described tract.

- together with -

A tract of land in the South half of the Southwest quarter of Section 5, T16S, R10E, NMPM, and more particularly described by metes and bounds as follows:

Starting at the Southwest corner of said Section 5 and going N 0° 03' W along the West line of said Section 5 a distance of 408.64 feet; thence N 89° 17' E a distance of 442.56 feet to the place of beginning of the tract of land herein described; thence N 0° 03' W a distance of 490.54 feet; thence N 89° 42' E a distance of 187.45 feet; thence N 0° 03' W a distance of 65.22 feet; thence N 89° 42' E a distance of 227.62 feet; thence S 0° 03' E a distance of 552.74 feet; thence S 89° 17' W a distance of 415.09 feet to the place of beginning and containing 5.00 acres.

SUBJECT TO a roadway easement 40 feet wide on the South 40 feet of the above described tract.

- together with -

A tract of land in the South half of the Southwest quarter of Section 5, T16S, R10E, NMPM, and more particularly described by metes and bounds as follows:

Starting at the Southwest corner of said Section 5 and going N 0° 03' W along the West line of said Section 5 a distance of 902.40 feet; thence N 89° 42' E a distance of 630.0 feet; thence N 0° 03' W a distance of 65.22 feet to the place of beginning of the tract of land herein described; thence continuing N 0° 03' W a distance of 349.73 feet; thence N 89° 42' E a distance of 622.63 feet; thence S 0° 03' E a distance of 349.78 feet; thence S 89° 42' W a distance of 622.63 feet to the place of beginning and containing 5.00 acres.

SUBJECT TO a roadway easement 15 feet wide on the East 15 feet of the above described tract.

A tract of land in the South half of the Southwest quarter of Section 5, T16S, R10E, NMPM, and more particularly described by metes and bounds as follows:

Int
Starting at the Southwest corner of said Section 5 and going N 0° 03' W along the West line of said Section 5 a distance of 403.64 feet; thence N 89° 17' E a distance of 857.65 feet to the place of beginning of the tract of land herein described; thence N 0° 03' W a distance of 552.74 feet; thence N 89° 42' E a distance of 395.07 feet; thence S 0° 03' E a distance of 549.87 feet; thence S 89° 17' W a distance of 395.07 feet to the place of beginning and containing 5.00 acres.

SUBJECT TO a roadway easement 40 feet wide on the South 40 feet and SUBJECT TO a roadway easement 15 feet wide on the East 15 feet of the above described tract.

- together with -

A tract of land in the South half of the Southwest quarter of Section 5, T16S, R10E, NMPM, and more particularly described by metes and bounds as follows:

Int
Starting at the Southwest corner of said Section 5 and going N 0° 03' W along the West line of said Section 5 a distance of 403.64 feet; thence N 89° 17' E a distance of 1,252.72 feet to the place of beginning of the tract of land herein described; thence N 0° 03' W a distance of 449.32 feet; thence N 89° 29' 30" E a distance of 485.14 feet; thence S 0° 03' E a distance of 448.05 feet; thence S 89° 17' W a distance of 485.15 feet to the place of beginning and containing 5.00 acres.

SUBJECT TO a roadway easement 15 feet wide on the West 15 feet, and SUBJECT TO a roadway easement 40 feet wide on the South 40 feet of the above described tract.

- together with -

A tract of land in the South half of the Southwest quarter of Section 5, T16S, R10E, NMPM, and more particularly described by metes and bounds as follows:

Int
Starting at the Southwest corner of said Section 5 and going N 0° 03' W along the West line of said Section 5 a distance of 403.64 feet; thence N 89° 17' E a distance of 1,252.72 feet; thence N 0° 03' W a distance of 449.32 feet to the place of beginning of the tract of land herein described; thence continuing N 0° 03' W a distance of 449.83 feet; thence N 89° 42' E a distance of 485.14 feet; thence S 0° 03' E a distance of 448.05 feet; thence S 89° 29' 30" W a distance of 485.14 feet to the place of beginning and containing 5.00 acres.

SUBJECT TO a roadway easement 15 feet wide on the West 15 feet of the above described tract.

It is the intention of said owners to develop and improve the above described real estate according to a plan which will benefit all future owners of said real estate. In order to

carry out this plan, said owners do hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which said real estate shall be improved or sold and conveyed by them as owners thereof. Each and every one of these covenants, conditions, reservations, and restrictions is, and all are, for the benefit of each subsequent owner of land, or any interest therein, and shall enure to and pass with each and every parcel of such real estate, and shall bind the respective successors in interest of the present owners thereof. These covenants, reservations, conditions, and restrictions are, and each is, imposed upon such real estate or any portion thereof and all of which are to be construed as restrictive covenants running with the title to such land and with each and every parcel thereof, to-wit:

1. Architectural Control Committee. All plans for the construction of private road and driveways and all building plans for any building, fence, wall, or structure to be erected upon any portion of the real estate and the proposed location thereupon upon the same and any changes after approval thereof of any remodeling, reconstruction, alteration, or addition to any building, road, driveway, or other structure upon such premises shall require the approval in writing of the Architectural Control Committee as to the quality of workmanship, material, harmony of external design with existing structures or planned structures which have been previously approved by the Architectural Control Committee within the subdivision and for approval as to location with respect to ownership dividing lines, topography, and finish grade elevations and roadways. Initially, the Architectural Control Committee shall be composed of three members as follows: J. H. Hightower, Helen Hightower and David Herrell, or such other persons, or successors to such named

persons, as shall be named by the remaining members of the Committee.

2. Residential Use. All of said real estate and each and every one thereof are for single-family residential purposes only. All residences shall be of a new, permanent type and quality, constructed on site. No improvement of structure whatever, other than the first class private dwelling house, patio walls, swimming pool, garage, and customary outbuildings may be erected, placed, or maintained on any lot.

3. Main Residence Area. The ground floor area of the main building shall not be less than 1500 square feet of heated area, and the ground floor level under roof shall not be less than 2000 square feet or its substantial equivalent. No residence shall be more than two stories in height above ground.

4. Construction. When the construction of any building is once begun, work thereupon must be prosecuted diligently and must be completed within a reasonable time. No shacks or temporary buildings shall be permitted upon any lot. A trailer or temporary storage may be used during the period of construction not to exceed one year. In no event shall any trailer or temporary storage structure be left on the land after the expiration of the one year period. No dwelling shall be occupied until its construction is completed.

5. Walling and Antennae. All garbage cans, equipment, wood piles or storage piles shall be walled in to conceal them from the view of neighboring lots, roads, or streets. Plans for enclosures of this nature must be approved by the Architectural Control Committee. No television antenna shall extend higher than the roof of any structure, and all antennae shall be subject to approval of the Architectural Control Committee prior to installation.

6. Animals. The owner or lawful possessor of any lands shall not be permitted to maintain any animals except for dogs and cats or domestic pets which are in fact house pets. Provided, all such animals must be restrained from trespassing upon other premises. No commercial use or benefit may be enjoyed by the owner of any other person from the maintenance of these animals upon the premises. Any exterior structure used to confine any animal kept or maintained upon the premises must be approved by the Architectural Control Committee.

7. Nuisances. None of the real estate shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclear or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept out upon any lot that would emit foul or noxious odors or that would cause noise that will or might disturb the peace, quiet, and comfort or serenity of the occupants of surrounding property or would otherwise frustrate or impede the general plan of development expressed in the covenant establishing the Architectural Control Committee.

8. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any real estate or portion thereof or improvement thereof except that a discreet and unobtrusive name and address sign of modest dimensions may be placed on each owners real estate. Nothing herein shall be construed to prevent the owners, their successors and assigns, from erecting, placing, or maintaining sign structures and offices as may be deemed necessary by it for the operation of the real estate.

9. Filling and Removing. The elevation of a lot shall not

be changed so as to materially affect the surface elevation or grade of the surrounding lots. No rock, gravel, or earth shall be excavated or removed from any property for commercial purposes.

10. Sewage Facilities. Outhouses and cesspools are strictly prohibited. All sewage facilities shall consist of septic tanks 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.

11. Firearms. No firearms of any type or kind shall be discharged by any owner, person in possession, or invitees of the same within the confines of the real estate.

12. Use of Premises Contrary to Law. No premises shall be constructed, improved, or maintained in any manner or for any purpose contrary to law or to lawful regulation of any governmental agency.

13. Remedies for Violations. For a violation or a breach of any of these covenants, reservations, conditions, and restrictions by any person claiming by, through, or under the subdivider, or by virtue of any judicial proceedings, the subdivider, and the lot owners, or any of them individually or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. Such persons so proceeding shall be entitled to its, his, or her attorney's fees and costs. The failure promptly to enforce any of the covenants, restrictions, conditions and reservations shall not bar their subsequent enforcement. The invalidation of any one or more of the covenants, reservations, conditions, and restrictions by any Court of competent jurisdiction in no way shall affect the right of any of the other covenants, reservations, conditions, and restrictions,

but those not so invalidated shall remain in full force and effect.

14. Further Division of Real Estate. No subsequent owner who has purchased the property for residential purposes other than J. H. Hightower and Helen Hightower may further divide or parcel any real estate with the exterior boundaries.

15. Duration of Restrictive Covenants. The restrictive covenants herein shall remain in full force and effect for a period of twenty years from date. Said restrictions shall thereafter continue for successive twenty year periods except that at any time such restriction may be amended, in whole or in part, by the owners of three-fourths or more of the acreage within said subdivision. Provided, however, if such term or succession of terms shall violate the rule against perpetuities, then in that event such terms shall be reduced to that period of time which shall comply with such rule.

WITNESS our hands and seals this 4th day of February, 1977.

J. H. Hightower
J. H. Hightower
Helen Hightower
Helen Hightower

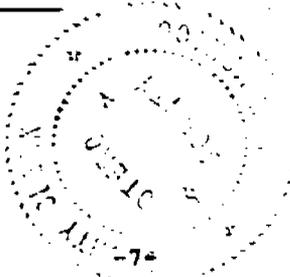
STATE OF NEW MEXICO)
) ss.
COUNTY OF OTERO)

The foregoing instrument was acknowledged before me this 4th day of February, 1977, by J. H. Hightower and Helen Hightower, his wife.

[Signature]
Notary Public

My commission expires:

4/28/77



STATE OF NEW MEXICO) ss.
OTERO COUNTY)
FILED FOR RECORD IN MY OFFICE
This 8 day of Feb. 1977
At 8:35 o'clock A.M. and duly recorded
In Book No. 440 Page 22-28
By records of Otero County, New Mexico
[Signature]
Clerk of Otero County, New Mexico
[Signature]
Deputy

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