

EX 222 74 185

RESTRICTIVE COVENANTS

WE, THE UNDERSIGNED, owners of real property in Otero County, New Mexico, and more particularly described as follows:

to-wit:

NE 1/4 NE 1/4 of Section 32, T16S, R.0E, NMPM;

SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACTS:

1. Tract to W. C. Harding, recorded in Book 185, Page 255 of the records of Otero County, New Mexico;
2. Tract of Dan Griggs, et al., recorded in Book 330, Page 385 of the records of Otero County, New Mexico; and
3. Tract to Flwood Lowe, recorded in Book 330, Page 710 of the records of Otero County, New Mexico.

Said above tract hereinafter referred to as "Tract", for the purpose of maintaining fair and adequate property values in the Tract and in consideration of our mutual interest as owners of the real estate in said Trust, hereby covenant and agree with one another that one of us, his or her heirs, personal representatives, assigns or successors in interest, will not ever:

- (a) Plots in this Tract shall be residential lots, and all buildings erected thereon shall be single family dwellings or outbuildings for single family dwellings.
- (b) No trailer, mobile home, prefabricated home, manufactured and assembled on the lot home, mobile homes in which the tongue has been removed, mobile homes in which the tongue and wheels have been removed, tent, shack, barn or other outbuilding erected in the Tract shall at any time be used as a residence, temporary or permanently, nor shall any structure of a temporary character be used as a residence.
- (c) No residential structure shall be erected or placed on any building plot, which plot has an area of less than two (2) acres. It is the specific intent of these Restrictive Covenants to require that all plots within the Tract shall be of the size of two (2) acres or larger.

- (d) No manufacturing or commercial enterprise or enterprises of any kind for profit shall be maintained on, in front of, or in connection with any plot in his Tract, nor shall such plot in any way be used for other than residential purposes. This restriction shall not be construed, however, as preventing home crafts.
- (e) No activity within the Tract shall create an obnoxious odor, loud and continuous noise or other activities creating a nuisance to owners of property within the Tract.
- (f) No horse, cow, hog, goat or similar animal shall be kept or maintained on any plot within the Tract, nor shall any chicken yard or similar facility be maintained thereon.
- (g) No signs, billboards or advertising devices of any kind, except those used in any subsequent sale of property, shall be placed or otherwise installed on any plot.
- (h) No water line, or other conveyance of power, water or other conductive material, shall be placed above the surface of the above referenced ground, all of said improvements shall be placed beneath the surface of the above referenced tract of property.

Any deed, lease, conveyance or contract made in violation of this agreement shall be void and may be set aside on petition of one or more of the parties hereto, and all successors in interest, heirs, executors, administrators, or assigns shall be deemed parties to the same effect as the original signers. Should any such conveyance or other instrument be set aside by decree of a court of competent jurisdiction, all costs and expenses of such proceeding shall be taxed against the offending party or parties, and shall be declared by the court to constitute a lien against the real estate so wrongfully decided, sold, leased, or conveyed, until paid, and such lien may be enforced in such manner as a court may order.

This agreement constitutes a mutual covenant running with the land, and all successive future owners shall have the

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same right to invoke and enforce its revisions as original signers hereof.

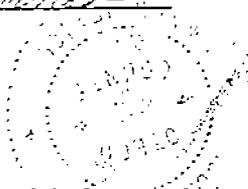
This agreement shall take effect and be in force upon execution and recording. It shall continue in force for a period of twenty-five (25) years from the date of recording. Unless revoked by sixty-seven percent (67%) of the property owners 180 days prior to the expiration thereof, said restrictive covenants shall continue in force for a period of an additional twenty (20) years.

IN WITNESS WHEREOF, the parties have executed this agreement at Alamogordo, Otero County, New Mexico, the 19th day of June, 1987.

George H. Bremner
GEORGE H. BREMNER

Lois Bremner
LOIS BREMNER

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



The foregoing instrument was acknowledged before me this 19th day of June, 1987, by GEORGE H. BREMNER and LOIS BREMNER.

My Commission expires: 2/19/90

Anna J. Vallis
Notary Public

STATE OF NEW MEXICO, County of Otero, ss, Filed for record in my office this 22 day of June, 1987, at 4:30 o'clock P.
Page 16-18 the Records of said County. Andrew C. Wysham, Robyn M. Selva
County Clerk Deputy

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