

RESTRICTIVE COVENANTS

HOBO FLATS SUBDIVISION

W. Warren Clendenen and Bernice L. Clendenen, being the owners of all of the lots located in HOBO FLATS SUBDIVISION located in Otero County, New Mexico, the plat of which was recorded in book August at pages ^{secs 47} 57-58 of the records of Otero County, New Mexico, on the 3rd day of August, 1995, does hereby consent and agree that the following Restrictive Covenants shall be in full force and effect on the property within said HOBO FLATS SUBDIVISION from the date of the recording of this instrument, to wit:

1. Lot twenty-two is a two (2) family lot and is allowed two (2) family residences. All other lots of said subdivision shall be known and described as single family residential lots and no structures shall be erected on any lot other than a single family dwelling and out-buildings incidental to and consistent with single family residential use of the particular lot.

2. Mobile homes and prefabricated buildings may be placed on the lots in this subdivision. No mobile home having less than eight hundred (800) square feet of living space and manufactured more than four years prior to the date that it is brought into the subdivision shall be allowed. Such home shall be placed on a foundation and wheels removed and skirted in such a manner as to give the impression of being permanent.

3. No permanent residential building shall be constructed on any lot having a cost or a fair market value of less than \$20,000, nor shall any residential building be of a smaller total dimension than 1200 square feet under a single roof.

4. Temporary dwellings may be located on any lot or lots during the period of actual or continuous construction of a residence for a period not to exceed twelve consecutive months from the date of the purchase of lot, whichever period is shorter.

5. No outdoor-type toilet shall be erected or maintained in the subdivision, except by prior approval of the developer as outdoor portable toilets may be on the premises during the actual period of construction as may be required by State or Federal law. All toilets shall be located inside the principal buildings and shall be connected with proper septic tanks or sewage disposal system that conforms with the State of New Mexico and Otero County health laws and regulations.

6. All residential dwellings constructed on said lots shall be of standard construction and no old or second-hand buildings shall be moved on any lot in this subdivision unless the same be in conformance with the same standards as those required by the building code of the City of Alamogordo, New Mexico by the plumbing, electrical, and other safety codes relating to single family residential dwellings of the State of New Mexico. No business or profession, manufacturing operation, commercial enterprise, or public or commercial amusement enterprise shall be conducted, operated or maintained on any lot.

7. No lot shall be re-subdivided for a period of 35 years after the date of purchase. No portion of any lot shall be leased or permission granted to another person, firm or corporation for the purpose of constructing a residential building thereon or any out-buildings to be used in connection with the residence of another lot for a period of thirty-five (35) years from the date of purchase. Thirty-five years after the date of purchase any lot may be subdivided for use in that manner consistent with all other restrictions and covenants contained herein.

8. No building or other construction, except for fences, shall be erected or placed upon the lot so that any part of it shall be situated closer than twenty-five (25) feet to a front property line.

9. Any dwelling constructed on a lot shall be constructed with a finished exterior within the period of construction as defined in paragraph four (4) above.

10. No brush, or other materials shall be burned except in compliance with the fire regulations of the appropriate regulatory agency.

11. No wrecking yard nor any obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood.

12. No garbage, refuse, junk, trash, or obnoxious or offensive material shall be permitted to accumulate on any lot, and the owner or owners of each lot shall cause the same to be disposed of by and in accordance with accepted sanitary practices. All garbage shall be disposed of in accordance with the regulations of the State of New Mexico and any of its subdivisions. Such garbage shall be removed by the lot owner to a sanitary landfill provided by Otero County or by arrangement with a garbage removal service.

13. Two horses or two cows or any combination thereof, but not to exceed two (2) animal units may be kept on any lot, however, no swine, nor any feed lot operation nor commercial kennel nor caged fowl nor poultry operation may be maintained or kept on said premises.

14. No work or exploration for any minerals, nor mining of any minerals or quarrying of any rock minerals, soil, or material of any nature shall be conducted on any lot or portion thereof, nor shall any excavation of any nature be made upon any lot or portion thereof except as may be incident to the installation of utilities services, drainage lines, excavations incidental to the grading and preparation of building sites, the construction of dwelling and /or swimming pools, land grading of roads and streets.

15. No signs of any character shall be permitted to be placed or maintained on any lot except a sign not larger than seventy-two (72) square inches setting forth the name of the owner or occupant of said lot. All other signs are prohibited.

16. No driveway entrances shall be constructed against or across drainage easements or drainage ditches in such a manner as to in any way prohibited the flow of water through such drainage easements. The developer reserves the right to require all such driveways to meet specifications as set forth by the developer. Installation and maintenance of any such culverts and or driveway entries shall be the responsibilities of the lot owner.

17. These covenants are to run with the land and shall be binding upon the owner and all persons claiming under it, their heirs, successors, and assigns, for a period of thirty-five (35) years from the date these restrictive covenants are recorded, after which time said Restrictive Covenants shall be automatically extended for successive periods of fifteen (15) years unless an instrument signed by a majority of the then owners of the lots in the subdivision has been recorded agreeing to change said restriction in whole or in part or releasing any portion of the property in said subdivision from any one, or more, of said Restrictive Covenants.

18. All of the Restrictive Covenants contained herein are for the benefit of any and all of the owners of the lots within the boundaries of the subdivision, and if the undersigned owner or any of its assigns, or successors in interest shall violate or attempt to violate any of such Restrictive Covenants then it shall be lawful for any other person or persons owning land within said boundaries, and for the Architectural Control Committee to prosecute any proceeding at law or in equity to recover damages or to enjoin such act and to have any and all further legal and equitable relief. The word "person" as used herein means any individual, partnership, firm, company, trust, association, corporation, or entity of whatsoever nature.

19. Invalidation of any one of these covenants shall in no way affect any of the other provisions hereof, which shall remain in full force in effect.