PROTECTIVE COVENANTS
FOR
HUECO BOLSON SUBDIVISION
OTERO COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS

That we, Hueco Bolson Realty, Inc., a New Mexico Corporation, Owners of the Hueco Bolson Subdivision recorded in the map of records of Otero County, New Mexico, do hereby create and establish the following restrictive covenants and easements affecting the use and occupancy of the lots and tracts aforementioned.

SECTION ONE
PURPOSE AND ENFORCEMENT

1. These restrictions and restrictive covenants constitute a general plan for the development of all the property in the subdivision aforementioned into a desirable residential subdivision and are to run with the land and shall be binding on all parties, unless, by Vote of the then owners of a majority of the lots in said subdivision, it is agreed to alter, amend or rescind the same in whole or in part.

2. These restrictions shall be binding upon the owners of all lots in said subdivision and on all persons holding or claiming any rights of possession or other interest therein, each of whom shall be obligated and bound to observe such restrictions and restrictive covenants; and in the event of violation of any of such restrictions with respect to any of such lots, it shall be the legal right of any person owning any interest in any property in the said subdivision to institute and maintain any proceeding at law or in equity against the person or persons violating or attempting to violate any of such restrictions, provided that no person or persons shall be liable in damages for any violation or breach of such restrictions, except in respect to violations of breaches committed during his or her ownership and control of said property.

SECTION TWO

GENERAL RESTRICTIONS

1. This land will **NOT** be used for the purpose of: (1) raising any kind of animals or fowl for commercial purposes, only one hog per acre will be allowed, and that no offensive noises or odors will arise from the raising of animals; (2) a slaughter house of any type; (3) a dumping ground for rubbish, trash, or junk; (4) mining of sand, gravel, caliche, fill dirt or top soil; (5) an automobile storage area, junkyard, automobile repair garage, or the housing of stripped down, partially wrecked, or junk motor vehicles, or sizeable parts thereof. All automobiles must be in running condition and be licensed with a current license plate.

2. No structures of temporary character, tent, shack, barn, or other outbuilding shall be used as a residence.

3. All houses, mobile homes, sheds and/or buildings must be placed parallel to the existing lot lines.

4. No more than one residence will be permitted on said lot.

5. All single family residence exclusive of open porches, garages and carports, shall be at least eight hundred (800) square feet in main floor area. All purchasers wishing to build a residence must first obtain a building permit from the State of New Mexico. Said building must be completed within one (1) year of the date of said permit.

6. All housing must **NOT** be more than 8 years old when placed on said lot.

7. All mobile homes must be skirted within ninety (90) days of being placed on the lot.

8. All lavatories, toilets, and bath facilities shall be built indoors and connected with adequate septic tanks.

9. All buildings must be set back at least 50 feet from the roadway and 10 feet from all other lot lines.

10. It shall be the lot owner's responsibility to pond on-site any stormwater run-off in excess of what would naturally drain from the site due to development.

11. No construction is permitted using pallets for buildings, fencing, pens, etc.

12. No converted buses, homemade trailers, or homemade campers will be allowed.

13. All barns, sheds, corrals, and/or pens must be situated on the back half of the lot.

14. Animals shall be confined within the boundaries of each parcel, and they shall not be allowed to wander or graze on adjoining properties.

15. Livestock must be kept in sanitary conditions and shall not create unsightly, or odorous conditions that detract from the lot appearance or property values.

16. All parcels, whether occupied or unoccupied, and any improvements place thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such parcels or the accumulation of rubbish or debris thereon.

17. Any dwelling or outbuilding on any parcel which may be destroyed in whole or in part by fire, windstorm, or for any other cause or act of God must be rebuilt or all debris removed and the parcel restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than ninety (90) days.

18. No public nuisance or offensive, noisy, or illegal trade or calling or act shall be done, suffered or permitted.

19. No animals shall be allowed to run at large.

SECTION THREE

APPLICABILITTY

1. In the event of any violation or threatened violation of any of the covenants herein, any owner of any lot, block or parcel in the subdivision may bring action at law or in equity, either of injunction, action for damages or such other remedy as may be available. In the event that a judgement is obtained, the owner shall also be entitled to recover from such person reasonable attorney's fees.

2. The failure by any land owner to enforce any restrictions, conditions, covenant, or agreement herein contained shall in no event be deemed to waive the right to do so thereafter as to the same breach or as to one occurring prior to subsequent thereto, nor shall such failure give rise to any claim or cause of action against Hueco Bolson Realty, Inc. or the current land owner. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction, and damages awarded against such violator.

3. If any provisions of this indenture or the application of such provision to any person or circumstances shall be held invalid, the remainder of this indenture or the application of such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.

4. The purpose of the foregoing restrictions is to maintain a high standard in the subdivision. In order to accomplish this purpose and objective, it shall be the right and privilege of any property owner of the subdivision to enforce such restrictions in any manner provided by law. In the event of a violation or attempted violation of any such restrictions by any purchaser, Hueco Bolson Realty, Inc. shall not be in any way responsible, either financially or otherwise.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 26th day of August, 2000.

Secretary

President

STATE OF NEW MEXICO)
COUNTY OF OTERO)

The foregoing instrument was acknowledged before me this 26th day of August, 2000, by John B. Colquitt, for the Hueco Bolson Realty, Inc. a New Mexico Corporation.

My commission expires: 11-24-01

Notary Public

STATE OF NEW MEXICO
OTERO COUNTY } S.S.

FILED FOR RECORD IN MY OFFICE
This 28th day of August, 20 00
At 10:30 o'clock A M and duly recorded
in Book No. 960 Page 36-40
The records of Otero County, New Mexico

County Clerk, Otero County, New Mexico
By Robyn Silva Deputy

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