

RESTRICTIVE COVENANTS

"IRON GATE"

OTERO COUNTY, NEW MEXICO

WHEREAS, IRON GATE, a partnership, the owner of "IRON GATE", Otero County, New Mexico;

AND WHEREAS, said owners above named desire to place certain restrictions in regard to the buildings and improvements thereon and other matters as hereinafter set out upon and against all property in the subdivision, as shown on the filed plat.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the above named owners, hereby declare and agree with all future purchasers of tracts or building sites in the above named Iron Gate Subdivision, that the following restrictions apply to all tracts or building sites in the subdivision, and all conveyances of any tract or tracts in the above named subdivision shall be subject to certain restrictions as follows:

a. All tracts in the above area shall be for residential purposes only. No structures shall be erected other than two detached single family dwellings not to exceed three stories in height, garages, and other structures incidental to residential use of the tract.

b. No building shall be erected or permitted to remain on any tract nearer than fifty feet to the front line; nor nearer than 25 feet to the side or rear tract line. Provided further, that subdivider may waive this covenant when, and only when, the terrain of a given tract renders it impossible to erect a building in compliance with this covenant.

c. No dwelling shall be constructed having a floor square area of less than 800 square feet excluding porches and garages. No building or fence shall be erected on any tract until plans and specifications have been submitted to and approved by the Iron Gate Architectural Control Committee.

The initial Architectural Control Committee shall consist of Donald Lane and Tommie Herrell, to serve until the first annual meeting, properly held and the election and qualification of their respective successors. The Iron Gate Architectural Control Committee shall consist of one partner of Iron Gate, a Partnership, or his duly appointed substitute and two others selected by a majority of the tract owners. There shall be an annual meeting of the tract owners of the subdivision. Said meeting shall be held on a date between June 1st and October 1. The Committee will set the specific date and place of said meeting at least thirty days in advance, and the Committee will post a notice of the meeting in a conspicuous place within the subdivision. One partner of Iron Gate, a Partnership, is to be a permanent member of the committee and the other two will be selected at the annual meeting by a majority of the tract owners. (These two will each be an owner of a tract). The two will remain as Committee members until successors are elected. In the event no annual meeting is held, they will continue as committee members. For purposes of the annual meeting the owner of each tract shall have one vote.

d. No tract shall be resubdivided.

e. No trailer, modular, pre-fabricated structure, basement, tent, shack, garage, barn or other out buildings shall be at any time used as a residence, temporary or permanent. A contractor may use a temporary building during the course of construction for purposes other than as a residence. Any out buildings shall be the same architectural treatment as the principal building.

f. Property owners may use a recreational vehicle or trailer as temporary housing during the construction of a permanent residence, for a period not to exceed six months. Recreational vehicles may be used as temporary guest house for periods not to exceed three weeks. Recreational vehicles shall, under no circumstance, be used as permanent housing.

- g. Construction, once commenced, must be completed as to exterior in one year.
- h. No second-hand lumber or materials shall be used in the construction of any building thereon.
- i. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- j. No outdoor type toilet shall be erected or maintained and all toilets shall be located inside the principal building and shall be connected with proper septic tanks that conform with state and county health laws and regulations. Garbage will be disposed of in accordance with the regulations of the State of New Mexico Environmental Improvement Division.
- k. All chimneys, flues, or other vents used in conjunction with open fire heating (fireplaces, Etc.) shall be equipped with spark arresters.
- l. No brush, trash or other material shall be burned except in compliance with the fire regulations of Lincoln National Forest.
- m. All live trees having a diameter of eight (8) inches or more may not be removed without the written consent of the Iron Gate Architectural Control Committee.
- n. The keeping of pets on any of said tract for commercial gain is prohibited.
- o. No livestock, poultry, sheep or swine shall be kept upon any tract.
- p. No commercial activity shall be carried on except for the sale of real property within the subdivision. No signs shall be displayed except For Sale signs or occupant's names signs. No sign larger than thirty-two square feet shall be permitted.

q. Butane tanks and water storage tanks must conform to State regulations and will be located so as to not detract from the appearance of the tract.

These Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them, until August 1, 1989, at which time they shall be automatically continued in force for successive periods of ten (10) years each.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants or Restrictions contained herein, it shall be lawful for the subdivider, his successors or assigns or any other person or persons owning any tract in said subdivision to prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant or restrictions and either prevent him or them from so doing, or to recover damages or other dues for such violation.

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

IN WITNESS WHEREOF, the said owners have caused this instrument to be executed this 21st day of April, 1983.

IRON GATE, A PARTNERSHIP, BY:

Tommie C. Herrell
TOMMIE C. HERRELL, GENERAL PARTNER

Donald Lane
DONALD LANE, GENERAL PARTNER

C. Josette Herrell
C. JOSETTE HERRELL, GENERAL PARTNER

Juanita M. Lane
JUANITA M. LANE, GENERAL PARTNER

ACKNOWLEDGEMENT

STATE OF NEW MEXICO) SS
COUNTY OF OTERO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21st DAY OF April, 1983, BY TOMMIE C. HERRELL, C. JOSETTE HERRELL, DONALD LANE, & JUANITA M. LANE, GENERAL PARTNERS, ON BEHALF OF SAID PARTNERSHIP.

WITNESS MY HAND AND SEAL ON THIS DAY AND YEAR LAST WRITTEN ABOVE

William D. Drell
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-1-84

STATE OF NEW MEXICO, County of Otero, ss. I hereby certify that this instrument was filed for record on the 21 day of April, 1983, at 2:30 o'clock P. M., and duly recorded in Book 531 Page 642-45 of the Records of said county.
By [Signature] Deputy County Clerk