RESTRICTIVE COVENANTS FOR JAYDEE TWO SUBDIVISION, PHASE III

1. The property shall be used for single-family residential purposes only. Single-wide and double-wide mobile homes will be allowed. Mobile homes must have the tongues removed and must have complete coordinated skirting.

2. No structure, other than fences or walls, may be located closer than twenty-five (25) feet from a property line or an easement. No fence, wall, nor any other structure may be built or placed within an easement, other than utility lines.

3. There shall be no more than one (1) single-family residence per lot.

4. No swine shall be permitted on the property. No commercial kennel or other such animal shelter will be allowed.

5. Other animals will be permitted, provided they are contained within adequately fenced areas. A maximum of three (3) large animals, such as horses, burros, etc. will be allowed per lot. No animals shall be kept in any number or manner which is offensive to other land owners in the subdivision. Owners of pets, livestock, and poultry shall keep said animals within the confines of their own property and shall keep the premises clean, sanitary and free from insects and/or obnoxious odors associated with same.

6. No commercial activity shall be conducted on any lot other than occupations or professions conducted by the members of a family living upon the property, and only when such activities are not a nuisance or annoyance to other property owners. No electrical or mechanical equipment, machinery, or materials are to be used in a manner that creates a nuissance or disturbance to neighbors.

7. No work or exploration for any minerals, or mining of any minerals or quarrying of any rock, minerals, soil, or other materials shall be conducted on any lot or portion thereof.

8. No obnoxious or offensive activity shall be conducted upon any lot, nor shall anything be done on any lot which may be or become a nuisance or annoyance to other property owners or residents within the subdivision.

9. No sign of a commercial nature may be placed upon any lot, except temporary "For Sale" signs and signs advocating political candidates. Political signs may be placed on a lot no earlier than ninety (90) days prior to an election, and must be removed within five (5) days after the election. No sign of any nature shall be larger than six (6) square-feet.

10. No portion of any lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage, and other waste shall not be kept on any lot except in sanitary containers.

11. No garbage, refuse, junk, trash, or hazardous, obnoxious, or offensive material shall be allowed to accumulate upon any lot, and the owner of each lot shall cause the same to be disposed of by and in accordance with the regulations of the State of New Mexico and Otero County.

12. Inoperable or seldom used vehicles or equipment must be garaged or otherwise kept out of sight.

13. All property owners shall maintain the property in as natural state as possible. The native growth shall not be disturbed, destroyed, or removed, except for roadways, utility ways, structures, and walled-in or fenced-in yards, patios, gardens, and animal pens, except that native growth may be removed for the purpose of planting windbreaks, decorative shrubs, flower and/or vegetable garden, etc.

14. No portion of any lot within the subdivision may be used as a roadway or easement for ingress and egress to lands outside this subdivision without the written permission of JayDee Limited Company or its successor

15. The covenants contained herein are for the benefit of any and all of the owners of lots within the subdivision If any owner or any of the assigns of an owner violates or attempts to violate any of the restrictive covenants it shall be lawful for any other persons owning land or an interest in land within the subdivision to prosecute any proceeding in law or in equity to recover damages and/or to enjoin such act, and to have any and all further legal and equitable relief. The word "person" as herein used means any individual, partnership, firm trust, association, corporation, or any other legal entity.

16. These covenants are to run with the land and shall be binding upon the undersigned and all persons with a claim hereunder, their heirs, successors, and assigns, for a period of fifteen (15) years from the date of recording, after which time they shall be automatically extended for successive periods of fifteen (15) years, unless discontinued or amended at the end of the first or subsequent fifteen (15) year period by filing an instrument, signed by the owners of at least two-thirds (2/3) of the lots within the subdivision at the time of filing. Said amending instrument must be filed within ninety (90) days from the end of the fifteen (15) year period.

17. These covenants may be discontinued or amended at any time by filing an instrument, signed by the owners of one hundred percent (100%) of the lots within the subdivision, agreeing to change in whole or in part or releasing any portion of the property from any one or more, or all, of these restrictive covenants.

18. Invalidation of any one or more of the covenants contained herein by judgment, decree, or court order, or for any other reason, shall in no way effect any of the other covenants herein, all of which shall remain in full effect until changed or amended in such manner as set out above.

JayDee Limited Company, Subdivider
By Jerry S. Johnson, Manager

STATE OF NEW MEXICO
ss.
COUNTY OF OTERO

The foregoing instrument was acknowledged before me this 16 day of NOVEMBER 1998, by Jerry S. Johnson.

Notary Public

My commission expires 8/30/98

STATE OF NEW MEXICO, County of Otero, ss. I hereby certify that this instrument was filed for record on the 29 day of March, 1999, at 10:05 o'clock A M, and was duly recorded in Book 919, Page 304 - 305 of the Records of said County.

By Deputy

County Clerk
3483