RESTRICTIVE COVENANTS

WHEREAS, Mary M. Mitchell Pierce and Julian Pierce, her husband, are the owners of the following described real estate in Otero County, New Mexico, to-wit:

The North 22½ acres of the SE¼SE¼ of Section 20, Township 14 South, Range 10 East, NMPM,

AND WHEREAS, the above named owners have subdivided said land into lots, streets, and alleys, and the same has been filed in the Office of the County Clerk of Otero County, New Mexico, as the Peggy and Julian Pierce Sub-Division No. 1, and,

WHEREAS, the above named owners desire to place certain restrictions upon and against all of the lots and parcels of land embraced within the boundaries of the above described real estate and sub-division pertaining to the buildings and the improvements on said real estate, and other matters concerning said real estate.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the above mentioned property owners hereby declare and agree with all future purchasers of any and all of the lots and parcels of real estate embraced within the boundaries of the Peggy and Julian Pierce Sub-Division No. 1, Otero County, New Mexico, that the following restrictive covenants do hereby apply to any and all such lots and parcels of real property within the above mentioned lots of real estate, and that such restrictive covenants as are hereinafter set out shall run with the land and shall be construed as real covenants; and shall be binding upon the parties hereto, their heirs, executors, administrators, assigns, grantees, and all other persons claiming under them; and the said restrictive covenants are hereby entered into for the benefit of any and all future owners of lots

or parcels of real estate embraced within the boundaries of the said Peggy and Julian Pierce Sub-Division No. 1:

1. All lots in the sub-division shall be known and described, and used only for residential purposes and no buildings or other structures shall be erected, altered, placed, or permitted to remain upon any of the said lots other than one detached, single family dwelling not to exceed two stories in height, and private garage for not more than three cars and a small barn, and other out buildings incidental to residential use of the lot; all such buildings to be erected in accordance with the zoning laws and buildings codes and regulations as may legally apply at the time of construction. All buildings shall be finished on the outside.

2. No building or other permissible structure shall be located nearer than 25 feet to the front lot line; and no building shall be located nearer than 5 feet to a side or back lot line.

3. No lot shall be subdivided or in any way be reduced in area from the dimensions as set out in the official plat of the Peggy and Julian Pierce Sub-Division No. 1, Otero County, New Mexico.

4. No structure of a temporary character, housetrailer, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence, except during the actual construction of a permanent, single family dwelling, and then not to exceed six months.

5. No building shall be erected upon any of the lots hereinabove described unless the design and location upon the lot shall substantially conform to and be in substantial harmony with other existing structures upon other of the aforementioned lots.

6. No single family dwelling shall be permitted on any of the said lots when said dwelling shall have a ground floor square foot area of less than 800 square feet in the case of a one story structure, nor less than 700 square feet in the case of a one and one-half story or two story structure, the areas in both events being exclusive of porches, stoops, garages, and any other independent attached structures.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No sign boards, bill boards, or other types of structure used for advertising purposes shall be at any time placed, erected, or maintained upon any lot, dwelling or other permissible structure within the said sub-division.

9. No businesses of any kind shall be permitted within the sub-division, except for the construction of dwellings or other permissible structures.

10. These covenants and restrictions shall be binding on all parties hereto, their heirs, executors, administrators, assigns, and all persons claiming under them, until the 1st day of January, 1981, after which time they shall be automatically continued in force for successive periods of ten (10) years each, unless discontinued or amended at the end of the original period, or at the end of any of the aforesaid subsequent ten (10) year periods, by a vote of fifty-one percent (51%) or more of the then property owners as hereinafter provided. In case any vote is so taken the record owners of the said lots shall be entitled to one vote for each lot as shown on the official recorded plat.

Any person desiring to call an election as hereinabove provided for the purpose of suspending or amending all or any part of these restrictive covenants at the time or times mentioned, in accordance with the foregoing provisions, will request such election by written notification to the present owners and any and all owners of the said lots at least one (1) year before the expiration of the original period or any of the subsequent ten (10) year periods.

11. If the parties hereto or any of them or their heirs, executors, administrators, assigns, or persons claiming under them shall violate any of the restrictive covenants herein contained, it shall be lawful for the present owners and any other person or persons owning any of the said lots, or the heirs, executors, administrators, assigns, or persons claiming under such present owners, or other owners, to initiate and prosecute any proceedings at law or equity against such person or persons violating or attempting to violate any such restrictive covenants, and either to prevent such person or persons from so doing by the procuring of the issuance of any appropriate legal or equitable writ or to recover damages or other dues for such violation.

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

IN WITNESS WHEREOF, the parties hereto have signed in triplicate on the 30th day of April, 1956.

Mary M. Mitchell Pierce

Julian L. Pierce

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

The foregoing instrument was acknowledged before me this 30th day of April, 1956, by Mary M. Mitchell Pierce and Julian Pierce, her husband.

Richard A. Stanley
Notary Public

My Commission expires: May 17, 1958

#79326

STATE OF NEW MEXICO, County of Otero, ss. I hereby certify that this instrument was filed for record on the 30th day of April 56 at 4:15 o'clock P. M. and duly recorded in Book 200, page 40-43 of the Records of said Margaret D. Sanchez County Clerk By Lucille Alexander