

RESTRICTIVE COVENANTS

MAHILL SUBDIVISION OF A PORTION OF SECTION 26,
TOWNSHIP 16 SOUTH, RANGE 14 EAST, N.M.P.M.

State of New Mexico)
County of Otero)ss.

PART A. PREAMBLE.

The undersigned, Elizabeth F. Mahill, dealing in her separate property, owner of the following described real estate located in Section 26, Township 16 South, Range 14 East, N.M.P.M., Otero County, New Mexico:

The Mahill Subdivision, which is a part of the SW 1/4 NE 1/4 and part of the SE 1/4 NE 1/4 of Section 26, Township 16 South, Range 14 East, N.M.P.M. as shown by that certain plat filed for record on the 4th day of October, 1948, the dedication of which is recorded in Book 251, Page 251, all being in the office of the County Clerk of Otero County, New Mexico;

hereby makes the following declaration of limitations, restrictions and uses to which the lots and tracts constituting said subdivision may be put, hereby specifying said declarations shall constitute covenants to run with the land and shall be binding on all grantees and parties and persons hereafter claiming under them or the owner, as grantors, and for the benefit of and limitations upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of maintaining desirability and the attractiveness of said property for residential purposes, preventing nuisances and maintaining fair and adequate property values, thereby securing to the individual owners full benefit and enjoyment of a home with no greater restrictions upon the free use of a site than is necessary to insure the same advantages to the other site owners.

PART B. AREA OF APPLICATION.

The restrictive covenants contained herein shall apply to all residential lots. Lot 10 in Block 3, and Lots 1, 2, 3, and 4 in Block 4 are hereby designated as business lots and the restrictive covenants herein declared shall not apply to these lots. Block 1, Lot 5 in Block 4, Lots 4, 5, 6, 7, 8, and 9 in Block 3, are lots designated by the owner as either business or residential lots and may be used by her or sold by her without regard to the matters contained herein.

PART C. RESIDENTIAL AREA COVENANTS

1. Land Use:

No lot shall be used except for residential purposes.

2. Location:

No building or other structure shall be erected, placed or altered on any lot so that it or any part of it shall be situated or projected closer than two feet to any other property line.

3. Lots and Dwellings: Quality and Size:

No more than one dwelling shall be constructed on any one lot. No dwelling shall be constructed or located on a lot which is smaller than 400 square feet. Any dwelling constructed shall be of finished exterior; for example, if wood, painted or stained; or if masonry, other than brick or stone, then plastered or painted. Any other material used shall have a dressed or finished exterior consistent with the above standards and with good taste. Provided that bark exterior shall meet the requirements of this provision, as shall a combination of any of the listed finished exteriors.

4. Sanitary Facilities:

No outside toilet facilities shall be constructed. No residence shall be occupied during or after its completion until a septic tank sufficient to provide safe and sanitary service to the residence and to protect the health of adjoining owners shall have been placed into operation and connected to an interior plumbing system.

5. Nuisances:

No noxious or offensive activity shall be carried on on any lot, nor shall anything be done thereon which may be or may become or cause an unsightly appearance or nuisance or annoyance to the neighborhood. No lot shall be used as a dumping ground or for any outside storage place for any materials, chattels or objects whatsoever, except during the period of construction and then for materials only in connection with such construction.

6. Temporary Structures:

No structure of a temporary character, basement, tent, shack or garage barn or any other outbuilding shall be used on any lot for human occupancy.

7. Signs:

No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

8. Fences:

No fence, wall or hedge higher than five feet shall be erected or maintained on any premises in said Subdivision. No building, wall or fence shall have a door or gate which is so constructed that it may swing out into a public road.

9. Livestock and Poultry:

No animals, livestock or poultry shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided they are not so kept or bred or maintained for any commercial purpose.

PART D. GENERAL PROVISIONS

1. Term:

These covenants are to run with the land and shall be binding on all grantees of the owner and all persons claiming under them for a period of ten years from the date these amended covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. Severability:

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

WITNESS my hand and seal this 6 day of August 1987.

Elizabeth F. Mahill
Elizabeth F. Mahill

STATE OF NEW MEXICO)
COUNTY OF OTERO) ss.

The foregoing instrument was acknowledged before me this 6 day of August 1987.



6476
NEW MEXICO
OTERO COUNTY
FILED FOR RECORD IN THE
29 day of July 88
10:00 AM and duly recorded
Book No. 653 Page 315-316
Andrew C. Washam
Notary Public, Otero County, New Mexico
John M. Selva