

\*\*\* Mescalero River Estates  
 UNIT I  
 OTERO COUNTY, NEW MEXICO  
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the sole owners of that certain property situated in the Southwest Quarter Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ), Northeast Quarter Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ), Section 27, Northwest Quarter Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ), Section 26, all in T. 13 S., R. 11 E., N.M.P.M., and more particularly described as follows:

Beginning at a point described as Corner No. 1 and which is the corner common to the Southeast Quarter Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ), Section 27, Northeast Quarter Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ), Section 27, Southwest Quarter Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ), Section 26, Northwest Quarter Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ), Section 26, all in T. 13 S., R. 11 E., N.M.P.M., which is the point of beginning of the herein described tract of land; Thence West along the Southern boundary of the Southeast Quarter Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ), Section 27, T. 13 S., R. 11 E., N.M.P.M., being West a distance of 1317.36 feet to a point; Thence South a distance of 189.67 feet to a point; Thence South 42° 55' East 403.37 feet to a point; Thence South 62° 35' East 394.58 feet to a point; Thence South 76° 55' East a distance of 170.53 feet to a point; Thence North 76° 07' East a distance of 664.31 feet to a point; Thence South 73° 44' East a distance of 981.00 feet to a point; Thence South 5° 12' West a distance of 272.16 feet to a point; Thence South a distance of 268.2 feet to a point; Thence East a distance of 279.2 feet to a point which is a common corner to the Northwest Quarter Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ), Southeast Quarter Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ), Southwest Quarter Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ), Southeast Quarter Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ), all in Section 26, T. 13 S., R. 11 E., N.M.P.M.; Thence North a distance of 1320.00 feet to a point which is the common corner to the Southeast Quarter Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ ), Section 26, Northeast Quarter Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ ), Section 26, Northwest Quarter Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ), Section 26, Southwest Quarter Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ), Section 26, all in T. 13 S., R. 11 E., N.M.P.M.; Thence East along the South line of the Southeast Quarter Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ ), of Section 26, T. 13 S., R. 11 E., N.M.P.M., a distance of 658.68 feet to a point; Thence North a distance of 522.0 feet to a point; Thence South 74° 25' West a distance of 683.71 feet to a point; Thence North a distance of 430.50 feet to a point on the Southern right-of-way boundary of the present Tularosa-Mescalero Highway as shown on the Right-of-Way Map P.A.F. 40, Otero County, New Mexico, by the New Mexico State Highway Commission; Thence in a Southwesterly direction along said right-of-way to a point on the boundary of the Southwest Quarter Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ), Section 26 and Southeast Quarter Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ), Section 27, all in T. 13 S., R. 11 E., N.M.P.M., where said boundary intersects the Southern right-of-way boundary of the said Tularosa-Mescalero Highway; Thence South 219.3 feet to the point of beginning of the herein described tract; which tract contains 60 acres, more or less.

ALL IN OTERO COUNTY, NEW MEXICO, which has been subdivided into what is known as "MESCALERO RIVER ESTATES, UNIT I", map or plat of which is filed herewith; and

WHEREAS, the undersigned owners are desirous of encumbering said property before the sale of any part thereof with a general plan of restrictive and protective covenants running with the land, for the benefit of themselves and of all who may become owners thereof;

NOW THEREFORE, it is agreed by the undersigned, for themselves and their heirs and assigns, that said property or any part thereof shall be subject to and encumbered by said covenants, whether or not the same are embodied in the conveyance or other instrument affecting title thereto;

- a. All of the lots and blocks included in the said "Mescalero River Estates, Unit One," according to the survey and plat thereof filed herewith are hereby designated "Residential Area."
- b. That said "Residential Area" shall be used for residential purposes only, and that no business, manufacturing, commercial enterprise, public or commercial enterprise shall be conducted, operated or maintained thereon.
- c. That in said "Residential Area" there shall not be erected on any lot or tract more than a single private dwelling house together with the necessary and appurtenant buildings such as storage and garages customarily used in connection therewith, and that no tent, shack, outhouse or structure of a temporary character shall be erected or maintained in said area.
- d. The square footage of the main residential structure, exclusive of one-story open porches and terraces, shall not be less than 480 square feet; Providing further that the exterior of any dwelling shall be completed within one year from commencement thereof, Act of God excepted. All buildings shall be of all new, first class construction, shall be structurally sound and finished attractively.
- e. That in said "Residential Area" no building shall be erected or maintained nearer than ten (10) feet to any side or back lot line nor nearer than twenty (20) feet to any front line; provided however, that if any person owns several contiguous lots, buildings may be erected thereon as aforesaid considering only external boundary lines of all said contiguous lots taken together as a unit.
- f. That no animals other than domestic household pets shall be kept or maintained on said property; that no outdoor type toilet shall be erected or maintained on said land, but that all toilets shall be located inside principal buildings and shall be connected with proper sewage disposal systems that conform with State and local health laws and regulations; and that no wells may be drilled or used for domestic purposes which do not comply with State and local health laws and regulations, and which preclude the installation on adjacent or neighboring lots of septic systems conforming to State and local health laws and regulations; and that no septic system shall be installed within one hundred (100) feet of existing wells as shown on the subdivision plat for "Mescalero River Estates, Unit One;" and that no noxious or offensive trade or activity shall be carried on upon any lot or block, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- g. That all of the restrictive covenants contained herein are for the benefit of any and all owners of lots or blocks within the boundaries of the land hereinafore described, and if any owners of any said lots or blocks or any of their heirs, assigns or successors shall violate or attempt to violate any of said covenants, then it shall be lawful to prosecute any preceeding at law or in equity to recover damages or to enjoin such act and to have any further legal and equitable relief.
- h. For the benefit of Otero County, the public in general, and future purchasers of lots, and consistent with good engineering practices and design, certain easements or right-of ways for the construction or provision of all usual and ordinary utilities are retained by the seller. Said easements will be within ten feet of any side or back property line or twenty feet of the front property line.

INVALIDATION OF ANY of the foregoing covenants contained herein shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

