

457-929 P

RESTRICTIVE COVENANTS

WHEREAS, I. Joseph Shyne and Elsa K. Shyne, husband and wife, joined by C. Michael Shyne and Garnett E. Shyne, husband and wife, are the owners of record of the following described real estate located in Otero County, New Mexico, to wit:

The S 1/2 SE 1/4, The NW 1/4 SE 1/4, and the NE 1/4 SW 1/4, all of Section 32, T15S, R11E, N.M.P.M.

Save and Except that particular portion of the NE 1/4 SW 1/4 which lies North of the county roadway and is more particularly described as follows: CENTERLINE

BEGINNING at the Northeast corner of the said NE 1/4 SW 1/4 of Section 32, Thence S 89° 59' 24" W along the north line of the said NE 1/4 SW 1/4 a distance of 1323.10 feet to the Northwest corner of the said NE 1/4 SW 1/4; Thence S 0° 16' 00" W a distance of 5.00 feet to the centerline of the existing County Road; Thence S 57° 38' 07" E along the centerline of the County Road a distance of 274.02 feet; Thence, continuing along said centerline along a curve to the right whose radius is 315.50 feet through an arc of 23° 03' 46" an arc distance of 127.00 feet; Thence S 34° 34' 21" E continuing along said centerline a distance of 121.80 feet; Thence, continuing along said centerline along a curve to the left whose radius is 227.38 feet through an arc of 18° 30' 50" an arc distance of 73.47 feet; Thence S 53° 05' 11" E continuing along said centerline a distance of 428.77 feet; Thence, continuing along said centerline along a curve to the left whose radius is 1169.40 feet through an arc of 6° 41' 49" an arc distance of 136.68 feet; Thence S 59° 47' 00" E continuing along said centerline a distance of 118.15 feet; Thence, continuing along said centerline along a curve to the left whose radius is 555.47 feet through an arc of 11° 53' 00" an arc distance of 115.21 feet; Thence S 71° 40' 00" E continuing along said centerline a distance of 226.75 feet to a point on the east line of the said NE 1/4 SW 1/4 of Section 32; Thence N 0° 08' 15" E along the east line of the said NE 1/4 SW 1/4 a distance of 903.56 feet to the point of beginning and containing 15.634 acres, more or less.

AND WHEREAS, the said owners above named desire said real estate to be subject to and encumbered by certain Restrictive and Protective Covenants.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the above named owners hereby declare and agree that the following Covenants apply to all of said real estate, and that all conveyances of said real estate, or any part thereof, shall be subject to said Covenants whether or not the same are embodied in the conveyances or other instruments affecting title thereto.

- A. That said real estate shall not be subdivided into any tract smaller than 2 1/2 acres in area (108,900 square feet).
- B. No swine of any kind shall be raised, bred, or kept on any portion of said real estate. All other livestock shall be kept in fenced and adequately enclosed areas. And no animals or poultry may be kept or maintained in any manner or number which is a nuisance or offensive to adjacent land owners, whether by reason or noise, odors, or otherwise.
- C. No portion of said real estate shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers.
- D. All owners shall endeavor to maintain the property in as natural a state as possible inasmuch as land-clearing is concerned. The native growth, including Cacti, Mesquite, Creosote Bush and Ocotilla, shall not be destroyed or removed from said real estate, except as is necessary for roadways, utility ways, structures and walled-in or fenced-in yards, gardens, patios, and pastures.
- E. No Mobile Home, Modular Home, or House Trailer may be moved onto said real estate unless the Mobile Home, Modular Home, or House Trailer shall be completely enclosed, on all sides and roof, with a permanent structure, complying with contemporary building standards, and of a non-metallic exterior. The construction of said enclosure shall be completed within six months after said

Mobile Home, Modular Home, or House Trailer is moved onto said real estate. The exception to this requirement for enclosure is in the case of Modular Homes which have an exterior surface of natural wood, as constructed originally by the manufacture. In such case no additional enclosure is a requirement of these Covenants.

- F. These Covenants and restrictions are to run with land and shall be binding on all parties and all persons claiming under them for a period of Twenty-Five (25) years from the date these Covenants are recorded, at 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 first period, or any subsequent ten year period, by filing with the County Clerk of Otero County, New Mexico, an appropriate instrument signed by the owner or owners of 51% of the total number of acres in said real estate.
- G. All of the restrictive Covenants contained herein are for the benefit of any and all owners of land within the boundaries of said real estate, and if any person or persons violate or attempt to violate any of said Covenants, then it shall be lawful for any other persons owning land within said boundaries to prosecute any proceedings at law or in equity to recover damages or to enjoin such act, and to have any and all further legal and equitable relief.
- H. Invalidation of any one of the Covenants contained herein by judgement, decree, or court order, or for any other reasons, shall in no way affect any of the other Covenants, all of 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 October, 1978.

[Signature]

I. Joseph Shyne

[Signature]

Elsa K. Shyne

[Signature]

C. Michael Shyne

[Signature]

Garnett E. Shyne

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

The foregoing instrument was acknowledged before me this 21st day of October, 1978, by I. Joseph Shyne and Elsa K. Shyne, husband and wife, and C. Michael Shyne and Garnett E. Shyne, husband and wife.

[Signature]
Notary Public

October 19, 1981
My Commission Expires

STATE OF NEW MEXICO }
OTERO COUNTY } SS.
FILED FOR RECORD IN MY OFFICE
This 30 day of Oct 1978
At 11:15 o'clock P.M. and day recorded
in Book No. _____ Page _____ of
the records of Otero County, New Mexico.
[Signature]
County Clerk, Otero County, New Mexico

37636