

RESTRICTIVE COVENANTS  
**MONEY STREET RANCHETTES**  
OTERO COUNTY, NEW MEXICO

WHEREAS, the undersigned owner desire to make and file certain restrictive covenants affecting said property for the protection of all future property owners in said subdivision.

NOW, THEREFORE, the undersigned do hereby declare the creation and existence of certain restrictive covenants as herein after set forth and declare that said restrictions and covenants shall run with the land hereinafter described and to be binding on all parties who are or shall become parties in interest to said land. The property covered and affected by the covenants set forth herein and the restrictions applicable thereto is described as follows, to wit: **Money Street Ranchettes**, Otero County, New Mexico.

The restrictions and protective covenants herein referred to are as follows:

1. No structures shall be erected, altered, placed or permitted to remain other than one single family dwelling and such structures as are incidental to the use, such as private garage, guest house, well house, and barn or stables. The property may not be re-subdivided in the future for any purpose unless the appropriate subdivision procedure is followed.
  2. All dwellings shall be finished as to the exterior within one year from the start of construction. All structures shall be completely finished – front, sides, and rear.
  3. No trailer house, tent, shack, barn or other outbuilding shall be used as a residence, temporarily or permanently, nor shall any temporary residence be erected. A temporary contractors' building or a mobile home for storage may be used during construction. A motorhome hooked up to electric may be used to live during construction - being limited to one year.
  4. The premises and improvements must be maintained in an orderly condition and in a good state or repair at all times
  5. No noxious or offensive activity shall be carried out nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
  6. Live stock shall be permitted, Horses are permitted. Barns are permitted. Stables are permitted. Riding rings are permitted. Kenneling is permitted. Household pets must be contained. No pigs, swine, or caged poultry operation may be maintained or kept on the premises and are not permitted.
  7. Pertaining to permanent single family dwellings – No dwelling smaller than 1,000 square feet heated area shall be constructed on any tract herein. All dwellings must be completed within one year.
  8. A home business may be permitted within a room within the home. Barn and stable area may be used for an outdoor business.
  9. No brush, trash, or other materials shall be burned. No bonfires or incinerators are permitted.
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- 10. Double-wide mobile homes will be allowed but must be approved by the subdivider. Manufactured homes must be placed on a permanent foundation constructed to the latest standards. Permanent crawl space enclosure skirting must be masonry or approved pressure treated wood and be adequately ventilated. Brick or slump block is acceptable. The tongue, axle, and wheels must be removed.
- 11. Culverts for drive ways must meet road design standards and be installed according to county standards.
- 12. All fencing shall be at the purchaser's expense. All expenses and permit fees for Irrigation Wells required for orchards, pastures, or any type of farming shall be at the purchaser's expense.
- 13. All garbage, junk, and trash shall be disposed of or removed by the lot owner.
- 14. No excavation of any nature may be made upon any lot except for the installation of utilities, drainage lines, grading preparation of building sites, swimming pools, and/or grading for roads and streets for farm use.
- 15. A "Money Street Ranchettes" sign and parcel map of subdivision will be put on the corner of Lot 5 within the 50-foot Easement. Money Street Road will be a private road.
- 16. These covenants shall be binding upon the undersigned and all persons claiming under it, their heirs, successors or assigns from the date these Restrictive covenants are recorded. These Restrictive Covenants may be modified, amended or repealed in whole or in part by filing in the office of the County Clerk of Otero County, New Mexico, such amendment, modification or notice of repeal duly executed and subscribed by the owners of record of not less than eighty (80) percent of the lots included in said subdivision. Modification, amendment or repeal of any one or more of the foregoing restrictive covenants shall not affect the validity of the remaining covenants. Failure to enforce the provisions of the above covenants immediately upon violation shall not be considered as a waiver of such covenants.
- 17. Invalidation of one 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.

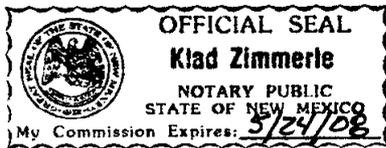
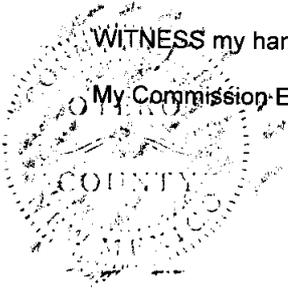
Linda Howard  
Linda Howard

State of New Mexico)  
  )ss  
County of Otero            )

On this 15 day of April, 2005, before me personally appeared Linda Howard, known to me to be the person who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and seal this day and year last written above.

My Commission Expires 5/24/08 Notary Public Klad Zimmerle



STATE OF NEW MEXICO, County of Otero, ss, Filed for record in my office this 15 day of April, 2005, at 110 O'clock PM, and duly recorded in Book 1182 Page 417 of the Records of said county. Robyn Silva by Chris Jenaki County Clerk Deputy  
417 # 04069