

Bk 933 Pg 878

RESTRICTIVE COVENANTS  
FOR  
MOUNTAIN ESTATES SUBDIVISION

The property shall be subject to the following restrictions, conditions and covenants regarding the use and occupancy of said real estate. By acceptance, the Grantee agrees to be bound by such restrictions and covenants and agrees that the same shall be perpetual and shall apply and be forever binding upon the Grantees, their heirs, personal representatives and assigns and are imposed upon said real estate property as an obligation or charge against the same for the benefit of the Grantors, their successors and assigns, and as a general principal for the benefit of said tracts:

1. No dwelling structures shall be erected on any part of said real estate other than one detached single family dwelling and other outbuildings incidental to residential use being located on not less than (3) acres of land.
2. Mobile homes, prefabricated buildings, park models, motor homes, travel trailers, fifth-wheel travel trailers shall be allowed on the property as living quarters only for temporary periods while residence is under construction and provided they are properly hooked up to septic tanks, electricity and, where appropriate, skirted and otherwise maintained in a clean and attractive fashion and with written consent of Nest Egg Co. Temporary is defined as less than one (1) year. Any temporary living quarters must first obtain written permission from Nest Egg Co.
3. No buildings shall be erected or permitted to remain on any portion of said real estate nearer than fifty (50) feet to any boundary line or roadway easements between the described lot and any other lot owned by different persons, without the expressed written permission of the Nest Egg Co.
4. No barn, shed, or other shelter for the use of any livestock or any other type of animal, shall be erected or maintained closer than fifty (50) feet to any boundary line between the described lot and any other lot or between any portion of the described lot owned by different persons, without the express written permission of the Nest Egg Co.
5. No outside fence, wall or similar structure not a part of a dwelling or incidental outbuilding shall be erected over six (6) feet in height.
6. No corral, pen or enclosure for confining livestock or any other type of animal, and having a total area of less than one (1) acre, shall be erected or maintained closer than fifty (50) feet to any boundary line or roadway easement between the above described tract and any other lot or between any portions of the above described lot owned by different persons without the written express permission of the Nest Egg Co.
7. No poultry of any kind or class shall be kept at any time on any lot contained within the described real estate having an area of less than four (4) acres.

8. No more than one (1) horse or one (1) cow or one (1) sheep or two (2) ostriches or one (1) of any other types of large animal may be kept on each full acre of land in the described lot. No swine or goats shall be allowed.
9. No basement, tent, shack, garage, barn or other outbuilding shall be used on any lot, at any time, as a residence. And, further, no structure or outhouse shall be used or built for the purpose of outside toilet facilities.
10. No used building or used sheds or similar type of used structures may be moved on any part of the described real estate without the prior written consent of Grantor, Nest Egg, Co.
11. All building, improvements, utilities, sewage disposal or any other activity conducted on the premises shall meet all federal, state, and local regulations, codes and inspections.
12. No single family dwelling unit shall be constructed on the parcel with a fully enclosed ground floor area of less than 1200 square feet exclusive of garage, carports, and open porches.
13. All buildings constructed shall be of standard construction and in conformance with the standards required by The County Building Codes, and by the plumbing, electrical, and other safety codes relating to single family residential dwellings of the County of Otero and the State of New Mexico.
14. No commercial activity shall be conducted on any parcel other than occupations of or professions conducted by a member or members of a family residing upon the property when such activities are not a nuisance or annoyance to the neighborhood and provided no electrical or mechanical equipment, machinery, materials are used in a manner to create a nuisance or disturbance to the neighborhood.
15. Lots may be re-subdivided with the approval of the County, based on the following: a) re-subdivisions can only be sold to an owner of an adjacent lot if the subdivided parcel is less than three (3) acres, b) the re-subdivision shall not leave any parcel with less than 3 acres, c) all of the restrictions and covenants contained herein remain, d) any parcel sold must have road and utility easements provided.
16. No obnoxious or offensive activity shall be carried on upon parcel nor shall anything be done on parcel which may be or become an annoyance or nuisance to the neighborhood.
17. No garbage, refuse, junk, trash, hazardous, obnoxious or offensive material shall be permitted to accumulate or be buried on parcel and the owner or owners of parcel shall cause the same to be disposed of by and in accordance with accepted sanitary practices and in accordance with the regulations of the State of New Mexico and any of its subdivisions.
18. No inoperable equipment or motor vehicle may be kept on the property unless the motor vehicle or equipment is garaged and out of sight.

19. No work or exploration for any minerals, or mining of any minerals or quarrying of any rock minerals, soil, or material of any nature shall be conducted on any parcel or portion thereof except as may be incident to the installation of utility services, drainage lines, excavations incident to the grading and preparation of building sites, the construction of dwelling and or swimming pools, and the grading of roads and street.
20. No signs of any character shall be permitted to be placed or maintained on any parcel except a sign not larger than eight (8) square feet setting forth the name of the owner or occupant of parcel. Except that a "For Sale" or "For Lease" sign may be placed on the parcel and that property protections signs such as "No Trespassing", "Keep Out" type signs may be placed on the property not larger than eight (8) square feet. Any other signs shall be approved in writing by the Nest Egg Company.
21. No driveway entrances from the access road shall be constructed against or across drainage easements or drainage ditches in such a manner as to in any way restrict the flow of water throughout such drainage easements. All driveway entrances shall have drainage pipes installed in the bar ditch in such a way as to not restrict the flow of water. Parcel owner is responsible for keeping these culverts and driveways in good repair.
22. These covenants are to run with the land and shall be binding upon the undersigned and all persons claiming under it, their heirs, successors, and assigns, for a period of fifteen (15) years from the date these restrictive covenants are recorded, after which time said restrictive covenants shall be automatically extended for successive periods of fifteen (15) years unless an instrument signed by two-thirds (2/3) of the owners of the lots has been recorded agreeing to change said restrictions in whole or in part or releasing any portion of the property from any one or more, or all, of said restrictive covenants. If any parcel is split, all buyers are bound by these restrictive covenants.
23. All of the restrictive covenants contained herein are for the benefit of the parcel(s) and all of the owners of the divided parcel(s) and if the undersigned owner or any of its assigns, or successors in interest shall violate or attempt to violate any of such restrictive covenants, then it shall be lawful for any other person or persons owning the parcel(s) 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. The term "person" as used herein means any individual, partnership, firm, company, trust, association, corporation, or other entity of whatsoever nature.
24. Invalidation of any one of these covenants shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.
25. No portion of any lot within this subdivision may be used as a roadway or easement for ingress and egress to lands outside of this subdivision without the written permission of the Nest Egg Co.
26. A Road Maintenance Committee shall be established to maintain the roads within the subdivision. The Committee shall be comprised of the Nest Egg

