

RESTRICTIVE COVENANTS

WHEREAS, FRANK C. BOYCE, is the owner of the following described real estate in Otero County, New Mexico, to-wit:

Mountain Orchard Subdivision, as shown by the plat thereof filed for record in the office of the County Clerk of Otero County, New Mexico on August 7, 1957.

AND WHEREAS, said owner above named desires to place certain restrictions in regard to the buildings and improvements thereon and other matters as hereinafter set out upon and against all property in the Subdivision, as shown on the filed plat.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the above named owner, hereby declares and agrees with all future purchasers of lots or building sites in the above named "Mountain Orchard Subdivision", that the following restrictions apply to all lots or building sites in "Mountain Orchard Subdivision", and all conveyances of any lot or lots in above named subdivision shall be subject to certain restrictions as follows:

(a) All lots in the tract shall be known and described as single family residential lots and no structure shall be erected on any residential building plot other than one detached single family dwelling, and other out buildings incidental to residential use of the plot.

(b) No building shall be erected or permitted to remain on any lot nearer than 25 feet to the front lot line; nor nearer than 5 feet to any side lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

(c) No lot shall be resubdivided; provided, however, that nothing herein shall prevent owner from dividing any of the lots on the plat of subdivision into two or more lots and upon such division by owner and sale thereof, each portion of such divided lot shall be considered to be one lot for the purposes of these covenants.

(d) The keeping of livestock, poultry, pets or rabbits on any of said lots for commercial gain is prohibited.

(e) No swine, poultry, goats, cattle, or sheep shall be kept upon any lot.

(f) One horse only may be kept on any one lot for domestic use only, but no corral shall be built closer than 25 feet to any lot line.

(g) Easement for installation and maintenance of water pipeline and drainage facilities are reserved. An easement for roadway purposes over the Northernly 10 feet of Lot 1 is also reserved, and a ditch easement across Lots 4, 5, 6 and 7 is likewise reserved.

(h) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(i) No structure of a temporary character, trailer, basement, tent shack, garage, barn or other outbuilding shall be used on any lot at any time as a resident, except that temporary location of a trailer on any lot shall be permitted not to exceed one year.

(j) No single family dwelling shall be permitted on any lot in "Mountain Orchard Subdivision" having a ground floor square foot area of less than 720 square feet.

(k) No stores or commercial activities of any kind shall be permitted on any lot.

(l) No buildings shall be moved on any lot in the subdivision without the written consent and approval of the said owner.

(m) No fences higher than 5 feet shall be permitted.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them, until February 1, 1981, at which time they shall be automatically continued in force for successive periods of less than ten (10) years each, unless discontinued or amended by a vote of 51% or more, of the then property owners. These covenants and restrictions may be amended or discontinued at any time hereafter by filing with the County Clerk of Otero County an instrument signed by the owner or owners of 51% of the owners of record of the total number of lots.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for the subdivider, his successors or assigns, or any other person or persons owning any lot in said development of subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

IN WITNESS WHEREOF, the said owner has caused this instrument to be executed this 30 day of September, 1957.

*Frank C. Boyce*  
Frank C. Boyce

STATE OF NEW MEXICO )  
COUNTY OF OTERO ) ss:

The foregoing instrument was acknowledged before me this 30 day of September, 1957, by FRANK C. BOYCE.

*Margaret J. ...*  
Notary Public

Fy. Commission Expires: 9-3-58

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STATE OF NEW MEXICO, County of Otero, ss. I hereby certify that this instrument was filed by record on the day of Oct, 1957, at 11:40 o'clock A.M., and this instrument is Book 222, page 156-157 of the Records of said County.  
County Clerk. Deputy.