

RESTRICTIVE COVENANTS

WHEREAS the IJS Irrevocable Trust, dated February 26, 1982, is the owner of that particular real estate located in Otero County, New Mexico known as the N½ of the SW¼ of Section 7, T18S, R10E, N.M.P.M.;

AND WHEREAS the said owner above named desires said real estate to be subject to and encumbered by certain restrictions and protective covenants;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT that the above named owner hereby declares and agrees 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) The property shall be used for single family residential purpose only, except for the family business described below.
- B) No commercial activity shall be conducted on the property 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 adjacent property owners, occupants or the neighborhood, whether by reason of noise, visual nuisance or otherwise. In the conduct of such family business, no activity is allowed on the property which in any way would create an environmental hazard to the property or adjacent properties.
- C) Mobile homes may be placed on this property, providing the mobile home shall have at least 660 square feet of enclosed living space. In the case of single-wide mobile homes, the mobile home must have been manufactured no more than seven (7) years prior to the date it was moved onto the property. There is no age-restriction for double-wide or triple-wide mobile homes. However, any mobile home brought onto the property must be neat in appearance without any visible rust, corrosion, damage or need for maintenance. It shall be mounted on a suitable foundation, the wheels, axles and towing tongue shall be removed and it shall be fully skirted in such a manner as to give the visible impression that it is a permanent structure.
- D) Motor homes, travel trailers, fifth-wheel travel trailers and other portable living quarters shall be allowed on the property as living quarters only for temporary periods of time and provided they are properly hooked up to septic tanks, electricity and well. These temporary facilities shall be maintained in a clean and attractive fashion. Temporary is defined as less than six (6) months per year.
- E) All buildings constructed or moved onto the property shall be of standard construction and no old or second-hand building shall be moved on any parcel unless the same is in conformance with current construction codes, plumbing codes, electrical codes and other safety codes required of new single-family residential dwellings constructed in Otero County, New Mexico.
- F) No swine shall be raised, bred or kept on the property. No kennel, animal breeding facility or feed lot operation shall be allowed on the property. All other livestock and smaller animals shall be kept in fenced and adequately enclosed areas. No dogs shall be allowed to run beyond their owner's property boundaries. No animals, poultry or other fowl may be kept or maintained in any manner or number which is a nuisance or offensive to adjacent land owners, occupants or the neighborhood, whether by reason of noise, odors or otherwise.
- G) No barn, shed, corral, cages or other shelters for the use of any livestock, fowl or any other type of animal shall be erected or maintained closer than fifty (50) feet to any boundary line between any subdivision of this property, any road or road easement.
- H) No building or other construction, except fences, shall be erected or placed upon any parcel so that any part of it shall be situated closer than thirty-five (35) feet to a road easement or property lines bounded by a road, or twenty-five (25) feet from side property lines.

- I) No outdoor type toilet shall be erected or maintained on this property except outdoor portable toilets may be used on the premises during the actual period of construction, until water and septic tank have been installed and are operational.
- J) All skirting of mobile homes shall be completed within three (3) months of installation of the mobile home. Any residence constructed on the property shall be finished on the exterior within one (1) year of initiation of construction. All other buildings shall be finished on the exterior within six (6) months of initiation of construction.
- K) No noxious or offensive activity shall be carried on upon the property, nor shall anything be done on the property which may be or become an annoyance or a nuisance to the neighboring property owners, occupants or the neighborhood.
- L) No garbage, refuse, junk, trash, obnoxious, offensive or hazardous materials or hazardous waste shall be permitted to accumulate or be buried on the property and the owners and/or occupants of each subdivision of the property shall cause the same to be disposed of by and in accordance with the Regulations of the State of New Mexico and its subdivisions having jurisdiction over the property. All garbage shall be removed promptly from the property to the Otero County Sanitary Landfill or removed by arrangement with a licensed waste collector.
- M) No vehicles without current licenses may be stored on the land unless stored in a building or behind a visual barrier. Operable farm equipment used on the property is an exception to this restriction. Nothing contained in this restriction shall be construed to allow a commercial or private auto wrecking yard, auto storage facility or any similar activity.
- N) This property may be subdivided and re-subdivided in compliance with the laws of Otero County and the State of New Mexico, but no resulting parcel can be of an area of less than two (2) acres in size, including road easements. Any subdivision or re-subdivision of the property is bound by all of the restrictions and covenants contained herein and any other restrictions and covenants which are placed on this property hereafter. Any subdivided or re-subdivided parcel must have legally adequate road and utility easements provided.
- O) No portion of any subdivision or re-subdivision of this property may be used as a roadway or easement for ingress and/or egress to lands outside of this property without the written permission of the original owner executing these restrictive covenants.
- P) No driveway entrances 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 through such drainage ways. All driveway entrances shall have drainage pipes, culverts, installed in the bar ditch in such a way as to not restrict the flow of water. Property owners are responsible for initially installing these culverts in a size of at least eighteen (18) inches in diameter and keeping them open and in good repair.

These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them, their heirs, successors and assigns, for a period of twenty-five (25) years from the date these covenants are recorded, at which time they shall automatically continue in force for successive periods of ten (10) years each unless discontinued or amended at the end of the initial period or any subsequent ten (10) year period, by filing with the County Clerk of Otero County, New Mexico, and appropriate instrument signed by the then-owner or owners of at least 67% of the total number of acres in said property.

All of the restrictions and covenants contained herein are for the benefit of any and all owners of the land within the boundaries of this property and if any person or persons violate or attempt to violate any of said restrictive covenants, then it shall be lawful for any other person owning land within said boundaries to prosecute any proceedings at law or in equity to cover damages or to enjoin such act, and to have any and all further legal and equitable relief. The word "person" as used herein means any individual, partnership, firm, company, trust, association, corporation or other entity of whatsoever nature.

Invalidation of any one of the restrictive covenants contained herein by judgement, decree, court order or for any other reason, shall in no way effect any of the other covenants, all of which shall remain in full force and effect.

IN WITNESS HEREOF, the said owner has caused this instrument to be executed on this 28th day of July, 1994.

C. Michael Shyne
C. Michael Shyne, Trustee,
IJS Trust

STATE OF NEW MEXICO)
County of Otero)

On this 28th day of July, 1994, C. Michael Shyne personally appeared before me, whose identity was proved to me on the basis of satisfactory evidence to be the signer of the above document, and he acknowledged that he signed it.

[Signature] My Commission expires _____, 19____
Notary Public

We have read and accept these restrictive covenants on this 28th day of July, 1994.

[Signature] [Signature]
Howard Holt JoAnn Holt

STATE OF NEW MEXICO)
County of Otero)

On this 28th day of July, 1994, Howard Holt and JoAnn Holt personally appeared before me, whose identity was proved to me on the basis of satisfactory evidence to be the signers of the above document, and they acknowledged that they signed it.

[Signature] My Commission expires 1-1-95, 1995
Notary Public

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STATE OF NEW MEXICO, County of Otero. I hereby certify that this instrument was filed for record on the 30 day of August, 1994, at 10:30 o'clock A M, and duly recorded in Book 786, Page 445-447 of the Records of Deeds of said county.

Mary D. Quintana
County Clerk

By Rebecca Silva
Deputy # 9760

NOTICE OF REAL ESTATE CONTRACT
AND ESCROW AGREEMENT

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that C. Michael Shyne, Trustee of I. J. S. Irrevocable Trust, dated February 3, 1989 hereafter referred to as "seller" and Howard G. Holt and Joanne S. Holt, his wife hereafter referred to as "purchaser", whose address is:

1111 10th Street #350, Alamogordo, NM 88310

have entered into a Real Estate Contract and Escrow Agreement dated August 22, 1994, wherein Seller has agreed to sell and Purchaser has agreed to purchase the following described real estate located in Otero County, New Mexico:

The NW1/4 NW1/4 SE1/4 of Section 7, T18S, R10E, NMPM, Otero County, New Mexico, described by metes and bounds as follows:

Beginning at the West One-Quarter corner of said section 7 and going S 89° 55' 29" E along the East-East centerline of said Section 7 a distance of 659.55 feet; thence S 00° 05' 59" W a distance of 659.93 feet; thence N 89° 55' 57" W a distance of 659.47 feet; thence N 00° 05' 32" E a distance of 660.02 feet to the said place of beginning.

SUBJECT TO easements and restrictive covenants of record and patent reservations. SUBJECT TO: a 25' easement along the south side and a 30' easement along the west side for ingress, egress and utilities.

THE ESCROW AGENT under the Real Estate Contract and Escrow Agreement is Pioneer Title Escrow Service.

WITNESS our hands and seals this 22nd day of August, 1994.

SELLER:

C. Michael Shyne
C. Michael Shyne, Trustee

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

The foregoing instrument was acknowledged before me this 22nd day of August, 1994 by C. Michael Shyne, Trustee of I. J. S. Irrevocable Trust, dated February 3, 1989.

Mary D. Quintana
Notary Public

MY COMMISSION EXPIRES: Aug 5, 1996

STATE OF NEW MEXICO, County of Otero ss I hereby certify that this instrument was filed for record on the 30 day of August, 1994 at 10:30 o'clock A.M., and duly recorded in Book 786, Page 448 of the Records of said county.

By Robyn Silver Deputy Mary D. Quintana County Clerk

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