

RESTRICTIVE COVENANTS

WHEREAS, A. R. BARBEE and VIOLA BARBEE, his wife, and LEROY BARBEE and JANIE BARBEE, his wife, are the owners of the following described real estate in Otero County, New Mexico, to wit: Ora Vista No. 1, Otero County, New Mexico, as shown on the subdivision plat thereof, filed for record in the office of the County Clerk of Otero County, New Mexico, on the 21 day of July, 1966.

WHEREAS, the owners intend hereinafter to place certain restrictions on this real estate in regard to the buildings and improvements to be constructed thereon, on the use of the land, and on other matters as are hereinafter expressly set out relating to all the lots in said subdivision as are shown on the filed plat.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

(1) All lots in said tract shall be known and described as single family residential lots and no structures shall be erected on any lot other than a single family dwelling and out-buildings incidental to and consistent with single family residential use of the particular lot;

(2) No residential building shall be constructed on any lot having a cost or a fair market value of less than \$12,000.00, nor shall any residential building be of a smaller total dimension than 1100 square feet under a single roof;

(3) Temporary dwellings may be located on any lot or lots during the period of actual or continuous construction of a residence for a period not to exceed twelve consecutive months from the date of the purchase of a lot, whichever period is shorter. No trailer or mobile home shall be used or maintained on any lot as residential living quarters or used for any other residential purpose while located on any lot;

(4) No privy or outdoor toilet facilities shall be constructed or maintained on any lot for more than 90 days or on more than one occasion during actual construction, or within the continuous

twelve month period from the date of purchase of a lot, whichever period is shorter. Thereafter, in order to protect the owner of the adjoining lot and the public, no residential building as hereinbefore defined shall be occupied during or after its completion until a septic tank sufficient to provide safe, adequate and sanitary service to the residents shall be placed in operation and connected to a functioning interior plumbing system;

(5) All residential dwellings constructed on said lots shall be of standard construction and no residential building shall be constructed and no pre-made or pre-fabricated or existing structure shall be moved upon or located upon said lots, unless in conformance with the same standards as those required by the building code of the City of Alamogordo, and by the plumbing, electrical and other safety codes relating to single family residential dwellings of the State of New Mexico;

(6) No lot shall be re-subdivided for a period of ten years. No portion of any lot shall be leased or permission granted to another person, firm or corporation for the purpose of constructing a residential building thereon or any out-buildings to be used in connection with the residence of another lot for a period of ten years from the date of purchase. Ten years after the date of purchase any lot may be subdivided for use in that manner consistent with all other restrictions and covenants contained herein.

(7) No building or other construction, except fences, shall be erected or placed upon any lot so that any part of it shall be situated closer than 25 feet to a front property line, or 15 feet from side property lines, and in regard to corner lots, closer than 15 feet to any side street;

(8) Any dwelling constructed on a lot shall be constructed with a finished exterior within the period of construction as defined in paragraph (3) above;

(9) No lot shall be used for any purpose but for a single family residence. No lot shall be used for a dump ground or

junk yard, or for outdoor storage of chattels, goods or refuse. No billboards shall be erected or commercial sign space rented, nor shall any noxious condition be maintained or any offensive activity be carried on on said lot amounting to a private nuisance nor shall anything be done thereon which may result in an unsightly appearance or amount to an annoyance to the general neighborhood;

(10) Nothing contained herein shall interfere with orderly construction of the residences or the out-buildings as hereinbefore provided;

(11) No swine shall be maintained on said premises, nor any feed lot operation nor commercial kennel, nor caged fowl or poultry operation may be maintained or kept on said premises;

(12) These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them;

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.

If the parties hereto, or any one 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 subdividers, their successors and assigns, or any other person or persons owning any lot in said development or 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.

(13) Reasonable easements for the installation and maintenance of utility lines and drainage facilities are reserved.

IN WITNESS WHEREOF, the said owners have caused this instrument

to be executed this 26<sup>th</sup> day of July, 1966.

A. R. Barbee  
A. R. Barbee

Leroy Barbee  
Leroy Barbee

Viola Barbee  
Viola Barbee

Janie Barbee  
Janie Barbee

STATE OF ~~NEW MEXICO~~ )  
          TEXAS )  
COUNTY OF ~~OTERO~~ ) ss.

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 1966, by A. R. Barbee and Viola Barbee, his wife.



Luella White  
Notary Public

My Commission Expires:  
June 1, 1967

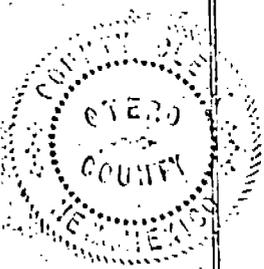
STATE OF ~~NEW MEXICO~~ )  
          TEXAS )  
COUNTY OF ~~OTERO~~ ) ss.

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 1966, by Leroy Barbee and Janie Barbee, his wife.



Luella White  
Notary Public

My Commission Expires:  
June 1, 1967



STATE OF NEW MEXICO ) ss.  
OTERO COUNTY )

FILED FOR RECORD IN MY OFFICE

on 9<sup>th</sup> day of August 1966

at 10:05 o'clock P.M. and they executed

Book No. 333 Page 792-795

the records of Otero County, New Mexico

Virginia Gentry

County Clerk, Otero County, New Mexico

Frank Stephens

56977