

348 389

RESTRICTIVE COVENANTS

WHEREAS, PINE SPRINGS, INC., a New Mexico corporation, is the owner of the following described real estate situated in Otero County, New Mexico, to-wit:

Pine Springs #3, a subdivision situated in Otero County, New Mexico, according to the official plat thereof on file in the office of the County Clerk of Otero County, New Mexico,

and,

WHEREAS, said owner, above named, desires to place certain restrictions and uses to which the lots and/or tracts constituting said subdivision may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform and picturesque, in the following particulars:

1. The purpose of these restrictions is to insure the use of the property for attractive or residential purposes only, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the

property for residence purposes will not be permitted.

2. 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 a single-family dwelling, not to exceed two stories in height and private garages for not more than three (3) automobiles.

3. No residential structure shall be built on a site of less than 30,000 square feet or a platted lot but in no event shall any residential structure be built on less than a complete lot as shown by the official plat filed of record, save and except Lots 66 and 67. Each residential structure shall contain a minimum of 800 square feet of living space, excluding porches, garages, verandas and other like items, and shall be modern in all respects. Fifty percent (50%) of the exterior walls shall be of masonry construction and exposed concrete block will not be permitted. No metal roofs or composition shingles shall be permitted within the subdivision.

4. No residential structure shall be built closer than thirty (30) feet to any side or twenty (20) feet to any back lot line, and no closer than fifty (50) feet from the property line at the road in accordance with the plat heretofore filed. No septic system or part thereof shall be constructed closer than ten (10) feet to any property line and shall comply with the minimum requirements of the Health Department of the State of New Mexico. No fence or hedge shall be built closer than fifty (50) feet of the road right-of-way boundaries.

5. All butane tanks shall be completely buried and all electrical service lines from the main distribution poles shall be underground. All water lines shall be buried beneath the frost line.

6. All other buildings which shall be placed upon said real estate shall contain a minimum of 100 square feet, and shall be of the same material construction as the main residential structure.

7. All fireplaces located within the subdivision shall be equipped with an approved spark-arrester.

8. No fences of any type shall be constructed between the road right-of-way and the building line.

9. No horses, cattle, goats, sheep or other animals shall be kept within the subdivision, other than the owners' household pets, nor shall household pets be raised by anyone within the subdivision for commercial purposes.

10. No signs or advertising of any nature shall be permitted within the subdivision other than an appropriate sign no larger than three foot by four foot (3' x 4') advertising the owner's property for sale.

11. No trees over 6 inches in diameter shall be removed or destroyed in any manner whatsoever unless required by construction of access roads or residential and other building structures, without prior written approval of Pine Springs, Inc., or the property owners association in the event such is formed to succeed Pine Springs, Inc.

12. From the time the owner commences construction of the residence, the same shall be completed within eighteen (18) months of the date of commencement, and no house trailers or temporary quarters or structures shall be allowed other than for purposes of construction of the main residential structure.

13. There exists a ten (10) foot easement on both sides of all roads and a thirty (30) foot utility easement on Lot 90,

adjacent to the Forest boundary line, and no encroachment shall be permitted thereon, nor shall the same be obstructed in any manner.

14. All residential building plans shall be subject to written approval of a committee of Pine Springs property owners, consisting of no less than five (5) members appointed by Pine Springs, Inc., and a majority of said committee shall be required to approve any residential plan and no residence shall be constructed without prior approval of said committee.

15. The burning of trash or debris will not be permitted within the subdivision.

16. Firearms shall not be discharged within the subdivision except in protection of the owner's property.

17. The natural flow of water through the culverts will not be diverted or changed in any manner; nor will the natural flow of water be altered in any manner without prior written approval of Pine Springs, Inc.

18. Should any mortgage or deed of trust be foreclosed, then the title acquired by such foreclosure and the person or persons who thereupon and thereafter become the owner or owners of said premises shall be subject to and bound by all of the said restrictions.

19. The restrictions herein contained shall be and continue in force for a period of twenty-five (25) years from the date hereof.

20. No excavations for stone, gravel or earth shall be made thereon except for walls, basements or cellars of dwellings.

21. The exterior woodwork of all houses and buildings in said tract of whatsoever kind shall be painted with at least two (2) coats of paint, varnish, or stain within thirty (30) days after completion, and before occupancy.

22. No house shall be moved from a point without said tract to a point within the same without a special written permit from Pine Springs, Inc., which may be granted at its discretion if it shall be shown that the cost and reasonable value of such house when placed will comply with all restrictions applicable to the lot on which said house is to be placed.

23. Not more than one residence may be built on any one lot within said tract unless the same can be accomplished and still comply with all covenants set forth herein.

24. No well for the production of, or from which there may be produced oil or gas shall be dug or operated upon said premises, nor shall any machinery, appliance, or structure ever be placed, operated, or maintained thereon in connection therewith.

25. No manufacturing or commercial enterprise, or enterprises of any kind for profit shall be maintained upon, in front of, or in connection with the real estate purchased, nor shall said site in any way be used for other than strictly residential purposes. This shall not be construed, however as preventing the practice of medicine.

26. That no store, saloon, grocery or mercantile business shall be carried on within the subdivision.

27. No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any

structure of a temporary character be used as a residence.

28. Provided, however, nothing herein contained shall be construed to prevent the use as one building site of two or more lots for the use as a building site of portions of two or more lots, having a street frontage of not less than the frontage of any lot, a portion of which is included in such site.

29. Subsequent to the construction of any building upon said lands and premises, the owner of the portion of land on which such building is constructed shall cause that portion of the land owned by him which has been damaged as a result of the construction to be restored to its natural condition as nearly as is possible.

30. The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein for the benefit of said tract, and each lot therein, may be waived, abandoned and terminated, modified, altered or changed as to the whole of said tract with the written consent of the owners of seventy percent (70%) of the lots in the tract. No such waiver, abandonment, termination, modification, or alteration shall become effective until the proper instrument in writing shall be executed and recorded in the Office of the County Clerk of Otero County, New Mexico.

31. These restrictions and other reservations are made for the benefit of any and all persons who now may own, or who may hereafter own, property in Pine Springs #3, and such persons are specifically given the right to enforce these restrictions and reservations in any manner provided by law.

348-395

32. As to the owner or owners, other than the seller, of any lots in said subdivision, the restrictions shall operate as covenants running with the land for their benefit and upon any breach of or default in any of said restrictions or covenants, the owner of any other lot in said tract or subdivision shall have the right to institute and maintain an appropriate action in equity to enjoin, abate, or remedy the default or breach, and the term "owner" as used in this paragraph shall include the bona fide owner of any agreement of sale for any lot in said subdivision.

33. It is expressly agreed that in the event any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

34. The roadways within said subdivision shall be maintained by Pine Springs, Inc. and each lot purchased in said subdivision shall be subject to an annual charge of \$100.00 per year for the supervision and maintenance of said roadways and such annual payment shall be enforceable as a lien against said lots within the subdivision if not paid within ninety (90) days after maturity of the same. The assigns of Pine Springs, Inc. may include a property owners association which may hereafter be organized, and in case such association is organized by Pine Springs, Inc., then and in that event the sums in this paragraph provided for shall be payable to such association. Pine Springs, Inc. shall further provide a garbage disposal service and may

348-396

levy an annual charge of \$25.00 per year for supervision and performance of such service, and such annual payment shall continue and be enforceable as a lien against said real estate, commencing at and continuing during the life of these covenants from the date of occupancy of any residential dwelling place within the said subdivision. Such annual payment shall be enforceable as a lien against said real estate, if not paid within ninety (90) days after maturity of same.

IN WITNESS WHEREOF, PINE SPRINGS, INC., as owner of said real estate situated within Pine Springs #3, a subdivision of Otero County, New Mexico, has caused this instrument to be executed this 6th day of February, 1967.

PINE SPRINGS, INC.

By Robert H. Levenson  
Robert H. Levenson  
President

ATTEST

Edith C. Rivett  
Secretary

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

The foregoing instrument was acknowledged before me this 6th day of February, 1967, by Robert H. Levenson, President of PINE SPRINGS, INC., a New Mexico corporation, on behalf of said corporation.

My Commission Expires:

Audrey M. Coz  
NOTARY PUBLIC

NEW MEXICO  
The 20th day of Feb 1967 - 8  
in Book No 348 Page 389-396

the records of Otero County, New Mexico.  
Virginia Quarty  
County Clerk, Otero County, New Mexico

Loren Stephens  
59700

