RESTRICTIVE COVENANTS
for
PINE VIEW MOUNTAIN HOMESITES,
Otero County, New Mexico

* * * * * *

WHEREAS, GROMEK ENTERPRISES, INC. (NSL), a New Mexico corporation, is the owner of the following described real estate situated in Otero County, New Mexico:

> PINE VIEW MOUNTAIN HOMESITES, a subdivision situated in Sections 17 and 18, T. 16 S., R. 14 E., N.M.P.M., Otero County, New Mexico, as shown by the official plat thereof filed in the office of the County Clerk of said County on June 26, 1967;

and

WHEREAS, said GROMEK ENTERPRISES, INC. (NSL) desires to place certain restrictions upon the uses to which the lots and tracts constituting said subdivision may be put, and hereby specifies that this declaration shall constitute covenants to run with all the land in said subdivision, as provided by law, and shall be binding upon all parties and persons claiming under them, for the benefit of said lands and for the benefit of their limitations on all present and future owners of land in said subdivision; this declaration and imposition of the restrictions herein set out being designed for the purpose of keeping said subdivision desirable, uniform in use and attractive for dwelling purposes;

NOW, THEREFORE, said owner of the real estate above described hereby declares:

(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 containing no less than 800 square feet of living space and not to exceed two stories in height; and private garages for not more than three (3) automobiles.

(3) No residential structure shall be erected on any area less than one-fourth acre or one complete lot as shown by the official plat of said subdivision which is filed for record. No metal roof shall be placed upon any building in the subdivision. All buildings in the subdivision shall be of solid, safe construction and shall be finished on the exterior surfaces with at least two coats of suitable paint, varnish or stain within thirty (30) days after completion and before occupancy.

(4) No residential structure shall be erected closer than twenty (20) feet to any lot-line. No septic-tank facility or any part thereof shall be constructed closer than ten (10) feet to any lot-line; and each such facility shall be constructed in compliance with at least the minimum requirements of the Public Health Department of the State of New Mexico. No fence or hedge shall be installed within twenty (20) feet of any road right-of-way boundary.

(5) To the extent reasonably possible, all water-lines shall be buried beneath the frost depth.

(6) All buildings, other than residential buildings, placed upon any lot shall be a minimum of one hundred (100) square feet in area, and shall be of the same exterior construction and finish as the residential structure on such lot.

(7) Each fireplace located within said subdivision shall be equipped with an approved spark-arrester.

(8) No fence or other obstruction of any kind shall be constructed between any road right-of-way and a building line.

(9) No horses, cattle, goats, sheep or other animals, excepting household pets, shall be kept within said subdivision; and no household pets shall be raised for commercial purposes, within said subdivision.

(10) No signs or advertising of any nature shall be permitted within the

subdivision other than an appropriate sign no larger than three feet by four feet (3' x 4') advertising the owner's property for sale.

(11) No trees over six (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 GROMEK ENTERPRISES, INC. (NSL) or the property owners association in the event such is formed to succeed GROMEK ENTERPRISES, INC.

(12) A residence building on any lot shall be completed within eighteen (18) months from the date of commencing construction; and no house-trailers or other temporary quarters or structures, shall be used or allowed on any lot, excepting during the period of construction of the main residential building and for no longer than eighteen (18) months from the date of commencing construction of the main residential building.

(13) No encroachment shall be permitted on the twenty-foot utility easements on both sides of all roads; nor shall such easements be obstructed in any manner.

(14) Trash and debris shall not be burnt at any place within said subdivision.

(15) The discharge of firearms within the subdivision, excepting for protection of an owner's life or property, is prohibited. The storing, use and discharge of firecrackers and fireworks within the subdivision is prohibited.

(16) Diversion, alteration or change of the natural flow of water through the culverts or elsewhere within the subdivision, without the prior written approval of GROMEK ENTERPRISES, INC. (NSL), is prohibited. Pollution of said water is prohibited.

(17) In the event of foreclosure of a mortgage or deed of trust on any land within the subdivision, the title of the purchaser or purchasers at foreclosure sale and the title of subsequent owners of the land shall be subject to and bound by all the restrictions herein set out.

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

(19) No excavations shall be made within the subdivision excepting for obtaining materials for walls, basements or cellars of dwellings.

(20) No structure shall be moved from a point outside the subdivision to a point within it, without prior written permission of GROMEK ENTERPRISES, INC. (NSL), which reserves the right to grant such permission upon a showing that the structure, when placed, will comply with the restrictions herein set out.

(21) No more than one residence shall be built upon any lot within the subdivision unless the same can be accomplished in compliance with all restrictions herein set out.

(22) No well for production of oil or gas, nor well from which the same may be produced, shall be prospected for, dug or drilled, nor operated within the subdivision; nor shall any machinery, appliance or structure be placed, maintained nor operated within the subdivision in connection with such a well.

(23) No manufacturing or commercial enterprise, or enterprises of any kind for profit shall be maintained upon, in front of, or in connection with any lot in the subdivision, nor shall any site in any way be used for other than strictly residential purposes. This shall not be construed, however, as preventing the practice of medicine.

(24) No store, saloon, grocery or mercantile business shall be carried on within the subdivision.

(25) 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.

(26) Nothing herein contained shall be construed to prevent the use of two or more lots, or portions of two or more lots, having a street frontage of not less than the frontage of any single lot of which a portion is included in such site, as a building site.

(27) After the construction of each building, the owner of the premises on which it is constructed shall immediately restore to its reasonably natural

condition any portion of his said land which has been damaged by the construction.

(28) Each lot in the subdivision shall be maintained in good order, free of rubbish and eyesores.

(29) The covenants, restrictions and agreements hereby created for the benefit of said lands and each portion thereof may be waived, terminated, or altered as to the whole of the subdivision with the written consent of no less than fifty-one (51%) per cent. of the then owners of lots in the subdivision. For the purpose of this provision, the owner or owners of each lot or major fraction of a lot in the subdivision shall comprise one "owner", entitled to act on the question of waiver, termination or alteration of the covenants, restrictions and agreements herein set out. No such waiver, termination or alteration shall become effective until the proper instrument in writing, in accordance herewith, has been executed and acknowledged by such "owners" and recorded in the office of the County Clerk of Otero County, New Mexico.

(30) The restrictions and provisions herein set out are for the benefit of the lands in said subdivision and for the benefit of any and all persons or parties who now own or shall hereafter own land in said subdivision; and may be enforced by such persons and parties in any manner provided by law. The covenants and restrictions and provisions herein set out shall operate as covenants which run with the land, for the breach of which any owner of land in the subdivision shall have the right to maintain an action at law or in equity; and "owner" as used in this paragraph shall include the owner and holder of any agreement to purchase land in said subdivision.

(31) If any covenant, provision or restriction herein contained, or any portion thereof, shall be held invalid or void, such invalidity or voidness shall in no way invalidate any other covenant, provision or restriction herein set out.

IN WITNESS WHEREOF, the undersigned owner of the lands in said subdivision has caused this instrument to be executed on July 13, 1967.

GROMEK ENTERPRISES, INC. (NSL)

By Robert H. Levenson
President

Secretary

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

The foregoing instrument was acknowledged before me this 13th day of July 1967, by ROBERT H. LEVENSON, President of GROMEK ENTERPRISES, INC. (NSL), a New Mexico corporation, on behalf of said corporation.

Audrey M. Vogt
Notary Public

My commission expires March 23, 1968.

STATE OF NEW MEXICO
OTERO COUNTY } SS.
FILED FOR RECORD IN MY OFFICE
14 day of July 1967
10:35 o'clock A M and duly recorded
in Book No. 348 Page 694-699
Records of Otero County, New Mexico
County Clerk, Otero County, New Mexico
By Karen Stephens Deputy

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