RESTRICTIVE COVENANTS
OF
PINEYWOODS ESTATES
PLAT NO. 5

WHEREAS, WARREN A. HENRY, is the owner of the following described real estate in Otero County, New Mexico, to-wit:

Pineywoods Estates Plat No. 5 as shown by the Plat thereof filed for record in the office of the County Clerk of Otero County, New Mexico on the 4th day of October, 1972.

AND WHEREAS, said owner above named desires to place certain restrictions in regard to the buildings and improvements thereon and other manners 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 "Pineywoods Estate, Plat No. 5", that the following restrictions apply to all lots or buildings in "Pineywoods Estates, Plat No. 5", and all conveyances of any lot or lots in above named subdivision shall be subject to certain restrictions as follows:

(a) All lots in "Pineywoods Estates Plat No. 5" shall be for residential purposes only. No structures shall be erected other than one detached single family dwelling not to exceed two stories in height, garages, stables and other structures incidental to residential use of the lot.

(b) No building shall be erected or permitted to remain on any lot nearer than fifteen feet to the front line; nor nearer than ten feet to the side or rear 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. Provided further, that subdivider may waive this covenant when, and only when, the terrain of a given lot renders it impossible to erect a building in compliance with this covenant.

(c) No dwelling shall be permitted on any lot in "Pineywoods Estate Plat No. 5", having a ground floor square foot area of less than 600 square feet, excluding porches and garages, nor cost less than $3,000.00. No building or fence shall be erected on any lot until plans and specifications have been submitted to and approved by the Pineywoods Estates Architectural Control Committee.

The Pineywoods Estates Architectural Control Committee shall consist of the Subdivider or his duly appointed substitute and two others selected by a majority of the lot owners. There shall be an annual meeting of the lot owners of the subdivision. Said meeting shall be held on a date between June 1st and September 1st. The Committee will set the specific date and place of said meeting at least thirty days in advance, and the Committee will post a notice of the meeting in a conspicuous place within the subdivision. The subdivider is to be a permanent member of

WAH.

the Committee and the other two will be selected at the annual meeting by a majority of the lot owners. (These two will each be an owner of a lot). The two will remain as Committee members until successors are elected. In the event no annual meeting is held, they will continue as Committee members. For purposes of the annual meeting the owner of each lot shall have one vote.

(d) No lot shall be resubdivided; provided, however, that nothing herein shall prevent owner from dividing any of the lots on the plat of the 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.

(e) No trailer, basement, tent, shack, garage, barn or other out buildings shall be at any time used as a residence, temporary or permanent, nor shall any residence of a temporary character be erected or permitted to remain on Pineywoods Estates Plat No. 5 except that the Architectural Control Committee may, by majority vote, allow house trailers to be utilized as a dwelling place on specific lots that are particularly suited to such use provided the house trailer (mobile home) is a two (2) bedroom or more house trailer of good appearance and quality, commercially manufactured and is permanently affixed to the ground by means of a solid permanent foundation completely enclosing the air space under the house trailer. A contractor may use a temporary building during the course of construction for purposes other than a residence.

(A space for parking trailers may be provided for within the subdivision subject to approval of the above committee).

(f) Construction once commenced must be completed, as to exterior in one (1) year.

(g) No old or second-hand building shall be moved on any lot in the subdivision, and no second-hand lumber or materials shall be used in the construction of any building thereon. This covenant applies only to the exterior of the buildings.

(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 outdoor type toilet shall be erected or maintained and all toilets shall be located inside the principal building and shall be connected with proper septic tanks that conform with state and county health laws and regulations. Each property owner shall supply his property with a garbage can of not less than 20 gallons capacity. Garbage will be disposed of in accordance with the regulations of the State of New Mexico Department of Health.

(j) All chimneys, flues, or other vents used in conjunction with open fire heating (fireplaces, etc.) shall be equipped with spark arresters.

(k) No brush, trash or other material shall be burned, except in compliance with the fire regulations of Lincoln National Forest.

(l) All live trees having a diameter of eight (8) inches or more may not be removed without the written consent of the Pineywoods Estates Architectural Control Committee.

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

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

(o) No more than two (2) riding horses may be kept on any one lot. No corral shall be built closer than fifteen (15) feet to any lot line.

(p) An easement across each lot for installation and maintenance of water pipe lines, drainage facilities and other utilities.

(q) No commercial activity shall be carried on except for the sale of real property constituting the subdivision. No signs shall be displayed except for sale signs or occupants' names sign.

(r) At no time shall barbed wire or chicken wire be used.

(s) No windmills or wind chargers will be erected on any lot.

(t) Butane tanks and water storage tanks must conform to State regulations and will be located so as not to distract from the appearance of the lot.

These Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them, until April 1, 1986, at which time they shall be automatically contained in force for successive periods of not more 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 lots 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 or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant 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 8th day of June, 1972.

Owner

STATE OF NEW MEXICO)
COUNTY OF OTERO) SS:

The foregoing instrument was acknowledged before me this 8th day of June, 1972 by WARREN A. HENRY.

Notary Public

My Commission Expires:

2-11-76

State of New Mexico, ss, I hereby certify that this instrument was filed for record on the 4th day of Oct. 1972 at 12:10 o'clock P. M., and duly recorded in Book 392 Page 521-23 of said county.

County Clerk By Deputy

91087