RESTRICTIVE COVENANTS OF PINEY WOODS ESTATES

PLAT NUMBER SIX

WHEREAS, Ira Rupp, Jr., is the owner of the following described real estate in Otero County, New Mexico, to-wit:

> Piney Woods Estates, Plat Number Six (6) as shown by the plat thereof filed for record in the Office of the County Clerk of Otero County, New Mexico, on the [redacted] day of [redacted], 1973.
>
> Sept 11,

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 "Piney Woods Estates", Plat No. 6, that the following restrictions apply to all lots or buildings in "Piney Woods Estates, Plat No. 6", and all conveyances of any lot or lots in above-named subdivision shall be subject to certain restrictions as follows:

1. All lots in "Piney Woods Estates, Plat No. 6" shall be for residential purposes only.

2. No building shall be erected or permitted to remain on any lot nearer than fifteen (15) feet to the front line; nor nearer than ten (10) 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. However, upon written application to the Committee, if the configurations and typography permit, a variance may be granted from said set backs.

3. There is hereby created the Piney Woods Estates Architectural Control Committee (hereinafter sometimes referred to as the "Committee") composed of Ira Rupp, Jr., Layne Preslar and Duane Apprill. In the event of the death, resignation or incapacity of any member of said Committee, the remaining member or members shall have full authority to appoint a successor member or members. Any member of said Committee may be removed for cause upon the vote of two (2) members thereof. Said Committee shall have the power to make, alter and amend its own rules and regulations with regard to meetings, quorums and other procedural matters. Members of the Committee shall be entitled to reasonable compensation for services performed pursuant to these covenants. The powers and duties of the Committee shall, on December 31, 1985, or on such sooner date as the members of the Committee all have resigned, died or become incapacitated for thirty (30) days without replacement, automatically become vested in the Board of Directors of PAR, a joint venture, or a committee of three (3) persons designated by said PAR, a joint venture.

(a) No dwelling house, garage, car port, outbuilding, fence, wall, retaining wall, pier, breakwater or other structure

of any kind shall be erected, constructed, placed, moved on or maintained on any lot or lots, or any parcel or portion thereof, nor shall any alterations, additions, change or repair be made to the exterior thereof, unless prior to the commencement of any construction, excavation, grading, or other work, two complete sets of the plans and specifications thereof, including front, side and rear elevations, and floor plan for each floor and basement, color scheme thereof, and plot plan, indicating and fixing the exact location of such structure or such altered structure thereof, shall have first been submitted to the Committee in writing for its approval and such approval obtained in writing from the Committee.

(b) Approval by the Committee of such plans, specifications and location of buildings shall be endorsed on both sets of plans and specifications, and one set thereof shall be returned to the person submitting the same and the other set shall be retained by the Committee.

(c) In the event that the proposed improvements be for the repairing and/or redecoration of the exterior of a structure, without remodeling the same or making additions thereto, it shall be necessary only to file the color scheme of such proposed work with the Committee and have the same approved in writing by it prior to commencement of such repairs and/or redecoration.

(d) After such plans and specifications and other data submitted have been approved by the Committee, no building, garage, fence, wall, car port, or other structure of any kind shall be erected, constructed, placed, altered, or maintained upon said property unless the same shall be erected, constructed, placed, altered or maintained in conformity with the plans and specifications, color scheme, and plot plan theretofore approved by the Committee. If any building, garage, car port, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained on said property other than in accordance with the plans and specifications, color scheme, and plot plan theretofore approved by the Committee, such erection, construction, placing, alterations, and maintenance shall be deemed to have been undertaken without the approval of the Committee.

(e) Buildings or structures shall not be constructed of a building material that will cause the sunlight to be reflected therefrom; nor shall any building or other structure be painted with any paint or other substance that will cause the sunlight to be reflected therefrom.

(f) All plans for septic tanks to be installed in the subdivision shall first be submitted to the Committee for its approval. The Committee may base its decision on the installation of such septic tanks on the then existing or anticipated municipal, County, State or Federal regulations regarding septic tanks or other methods of sewage disposal.

(g) In the event of any ambiguity in a provision of these restrictions, the interpretation of the Committee as to the meaning intended shall prevail.

(h) The Committee may withhold its approval for any of the following reasons:

(1) Non-compliance with any of the specific conditions and restrictions contained in these Restrictive Covenants; or

(2) Reasonable dissatisfaction of the Committee with the location of the structure on the building site, or with the appearance of the proposed structure, or with the lot grading plan, having in mind the character of the neighborhood in which it is proposed to be erected, the materials of which it is to be built, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property or properties. However, the Committee shall act with all due promptness; in the event the Committee shall fail to approve or disapprove any matters submitted to it hereunder within thirty (30) days from such submission, then the submission shall be deemed to have been fully complied with.

4. No business or profession, manufacturing operation, commercial enterprise, or public or commercial amusement enterprise shall be conducted, operated or maintained on any lot. It is understood that the right to operate and manage a condominium or cooperative apartment by a management group, business or club, is specifically granted to a group or groups of condominium owners.

5. No lots shall be subdivided into smaller lots or parcels of land. For the purpose of these restrictions, if one owner shall own two or more adjacent lots, such adjacent lots may be considered to be one lot with set backs to be measured from the perimeter thereof. Further, if two or more adjacent lots are under common ownership, the owner thereof may elect by written notice to the Committee to develop them as a single lot. In the event of such election they shall thenceforth be treated as a single lot for the purposes of these restrictions.

6. No lot shall be resubdivided, provided, however, that nothing shall prevent the splitting of a lot in order to make a lot larger. In no case can a lot be made smaller.

7. No trailer, basement, tent, shack, garage, barn or other outbuildings 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 Piney Woods Estates, Plat No. 6. A contractor may use a temporary building

during the course of construction for purposes other than as a residence.

8. Construction once commenced must be completed, as to exterior, in one year.

9. 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 building.

10. No outdoor-type toilet shall be erected or maintained in the subdivision, except by prior approval of the Committee as outdoor portable toilets may be on the premises during the actual period of construction as may be required by State or Federal law. All toilets shall be located inside the principal buildings and shall be connected with proper septic tanks or a sewage disposal system that conforms with the State of New Mexico and Otero County health laws and regulations.

11. All principal dwelling houses, exclusive of garage, car ports, patios, terraces and porches, shall be constructed or maintained with a heated living area of not less than 1,000 square feet.

12. All chimneys, flues or other vents used in conjunction with open fire heating (fireplaces, etc.) shall meet Forest Service Regulations.

13. All live trees having a diameter of eight (8) inches or more measured one foot above the ground, may not be removed without the written consent of the Piney Woods Estates Architectural Control Committee.

14. No swine, poultry, goats, cattle or sheep shall be kept upon any lot.

15. 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 adjoining lot line.

16. Ira Rupp, Jr. reserves easements over or under the surface, or both, required for the installation and maintenance of electric lines, telephone lines, water lines, sewer lines, both storm and sanitation, gas lines and for all other utilities, both public and private, with the right to assign such easements. The easements herein reserved shall consist of a ten (10) foot strip of land along the rear lot line and a five (5) foot strip of land along each side line of each lot, thus reserving for Ira Rupp, Jr. an easement of twenty (20) feet along the rear lot line and ten (10) feet along the side lot lines when two abutting lots are considered.

17. 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.

18. No dogs shall be allowed to run loose.

19. These covenants are to run with the land and shall be binding upon the undersigned and all persons claiming under them, their heirs, successors and assigns, for a period of ten (10) years from the date these Restrictive Covenants are recorded, after which time said Restrictive Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots in the subdivision has been recorded agreeing to change said restrictions in whole or in part or releasing any portion of the property in said subdivision from any one or more, or all, of said Restrictive Covenants.

20. All of the Restrictive Covenants contained herein are for the benefit of any and all of the owners of the lots within the boundaries of the subdivision, and if the undersigned owner or any of its assigns or successors in interest shall violate or attempt to violate any of such Restrictive Covenants, then it shall be lawful for any other person or persons owning land within said boundaries and for the Architectural Control Committee and/or Ira Rupp, Jr., his assigns or successors in interest, to prosecute any proceeding at law or in equity to recover 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.

21. Invalidation of any one of these covenants shall in nowise affect any of the other provisions hereof, which shall remain in full force and effect.

WITNESS my hand and seal this 8th day of November, 1973.

Ira Rupp, Jr.
IRA RUPP, JR.

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

The foregoing instrument was acknowledged before me this 8 day of November, 1973, by Ira Rupp, Jr.

Mary G. Crouse
Notary Public

My commission expires: Oct. 10, 1976

STATE OF NEW MEXICO
OTERO COUNTY } SS.
FILED FOR RECORD IN MY OFFICE
this 8 day of Nov. 1973
1040 o'clock A.M. and duly
in Book No. 404 Page 134-38
of the records of Otero County, New Mexico
County Clerk, Otero County, New Mexico

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