

RESTRICTIVE COVENANTS

PUERTA DE LUNA SUBDIVISION
OTERO COUNTY, NEW MEXICO

WHEREAS, the undersigned owners of the property hereinafter described and located in Otero County, New Mexico, have heretofore filed a plat of the subdivision known and described as Puerta de Luna, Otero County, New Mexico, in the office of the County Clerk, Otero County, New Mexico and

WHEREAS, the undersigned owners of said subdivision desire to make and file certain restrictive covenants affecting said property for the protection of all future property owners in said subdivision.

NOW, THEREFORE, the undersigned do hereby declare the creation and existence of certain restrictive covenants as herein after set forth and declare that said restrictions and covenants shall run with the land hereinafter described and to be binding on all parties who are or shall become parties in interest to said land. The property covered and affected by the covenants set forth herein and the restrictions applicable thereto is described as follows, to-wit:

Lots 1 through 15, inclusive, of the Puerta de Luna Subdivision, Otero County, New Mexico, a subdivision lying in the SW1/4 NE1/4, Section 32, T16S, R10E, N.M.P.M., as shown on the official plat thereof on file in the office of the County Clerk of Otero County, New Mexico.

The restrictions and protective covenants herein referred to are as follows:

1. Lots 1-15 inclusive shall be known and described as residential lots. No modular or mobile homes are to be placed on property. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one single family dwelling and such structures as are incidental to the use of said lot, such as a private garage, well house, storage room or stable. There shall be no commercial activity engaged in on any of these lots. A home-business shall be permitted. "Shop"-type businesses are expressly prohibited. Lots may not be re-subdivided in the future for any purpose, except to combine two lots into one.
2. Exterior of house and outbuildings to be built by purchaser must be at least 80% masonry construction (excluding roof). Either stucco or brick is acceptable, and all outbuildings are to be consistent with the home. All dwellings shall be finished as to the exterior within one year from the start of construction. All structures shall be completely finished front, sides and rear to the same degree as a first class front, so the view from overlooking or adjoining lots will not be unduly impaired.

3. No dwelling house smaller than 1500 square feet of heated area (excluding garage), shall be constructed on any lot herein. No trailer, trailer house, prefabricated building, tent, shack, garage, basement, barn or other outbuilding shall be used as a residence, temporarily or permanently, nor shall any temporary residences be erected. A temporary contractor's building for storage may be used during construction only. No second hand structures shall be moved onto any lot.

4. All lots shall be kept clean and free of accumulations of rubbish, including, but not limited to, major appliances and car parts. Recreational vehicles shall not be stored on any lot. Wood piles shall be screened from view from neighboring lots and from the front of a house. The premises and improvements of each lot must be maintained in an orderly condition and a good state of repair at all times.

5. No noxious or offensive activity shall be carried out on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. Livestock shall be permitted, provided that none are to be kept for commercial purposes. Horses, cattle and sheep shall be limited to 2 animals per lot and must be contained. Household pets are allowed but must be contained. Kenneling is not permitted. Pigs, swine, poultry or any other farm animal (domestic or exotic) are not permitted.

7. No television or radio antenna shall extend higher than 5 feet above the highest roof of any structure.

8. All lots shall be maintained in as natural a state as possible. Native growth shall not be destroyed or removed from a lot except as necessary for roadways, utility ways, structures, walled-in or fenced-in yards, gardens and patios or replacement by landscaping. Natural drainage shall not be altered.

9. Claraboya Loop is a private road. Road maintenance is the responsibility of each individual lot owner for their portion of road running along any and all of their property.

10. Water supply shall consist of individual wells provided on each lot by the individual lot owner. Lot owners are responsible for maintaining New Mexico Environmental Department required clearances between wells and septic systems, including those on adjacent properties.

11. Sewage disposal shall consist of individual New Mexico Environmental Department approved septic disposal systems provided on each lot by the individual lot owner. Shared septic systems shall not be permitted. Each lot owner is responsible for maintaining New Mexico Environmental Department required clearances between wells and septic systems, including those on adjacent properties.

12. These covenants shall be binding upon the undersigned and all persons claiming under it, their heirs, successors or assigns from the date these Restrictive Covenants are recorded. These Restrictive Covenants may be modified, amended or repealed in whole or in part by filing in the office of the County Clerk of Otero County, New Mexico, such amendment, modification or notice of repeal duly executed and subscribed by the owners of record of not less than fifty (50) percent of the lots included in said subdivision. Modification, amendment or repeal of any one or more of the foregoing restrictive covenants shall not affect the validity of the remaining covenants. Failure to enforce the provisions of the above covenants immediately upon violation shall not be considered as a waiver of such covenants.

13. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said owners do cause these presents to be executed at

Alamogordo, New Mexico, this 17th day of October, 1996.

Thomas E. Jack
THOMAS E. JACK

Sally A. Jack
SALLY A. JACK

Robert W. Franck
ROBERT W. FRANCK

BY: Thomas E. Jack
ATTORNEY IN FACT

Robert W. Franck
ROBERT W. FRANCK

BY: Sally A. Jack
ATTORNEY IN FACT

Mary C. Franck
MARY C. FRANCK

BY: Thomas E. Jack
ATTORNEY IN FACT

Mary C. Franck
MARY C. FRANCK

BY: Sally A. Jack
ATTORNEY IN FACT

Otto W. Franck
OTTO W. FRANCK

BY: Thomas E. Jack
ATTORNEY IN FACT

Otto W. Franck
OTTO W. FRANCK

BY: Sally A. Jack
ATTORNEY IN FACT

RESTRICTIVE COVENANTS, PG. 4
PUERTA DE LUNA SUBDIVISION
OTERO COUNTY, NEW MEXICO

Bk 843 Pg 703

Ann C. Franck BY: Thomas E. Jack
ANN C. FRANCK ATTORNEY IN FACT

Ann C. Franck BY: Sally A. Jack
ANN C. FRANCK ATTORNEY IN FACT

ACKNOWLEDGEMENT

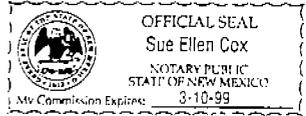
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 17th DAY OF

October, 1996, BY THOMAS E. JACK, SALLY A. JACK, AND BY THOMAS E. JACK AND SALLY A. JACK, ATTORNEYS IN FACT FOR ROBERT W. FRANCK, MARY C. FRANCK, OTTO W. FRANCK, AND ANN C. FRANCK.

WITNESS MY HAND AND SEAL ON THIS DAY AND YEAR LAST WRITTEN ABOVE.

Sue Ellen Cox, NOTARY PUBLIC

MY COMMISSION EXPIRES 3-10-99



STATE OF NEW MEXICO
COUNTY OF OTERO
I HEREBY RECORD IN MY OFFICE
This 17th day of October
A.D. 1996 at 11 M and county of OTERO
in Book No. 343 p. 703
Maureen D. Arantano
County Clerk
By Kathy M. Hill Deputy
AL 11377