

Corrected RESTRICTIVE COVENANTS

*Amended Tenth day of January, 1983*

WHEREAS, MARY V. GEIB, a single woman, WILLIAM H. TALLEY, and JACQUELINE TALLEY, his wife, GERALD SMITH and GERALDINE SMITH, his wife, comprise 75% of the owners of record of the total number of lots of the following described real estate in Otero County, New Mexico, to wit:

A tract of land in Lots Three (3), Four (4), Five (5) and Six (6), in Section Five (5), Township Sixteen (16) South, Range Eleven (11) East, N.M.P.M., more particularly described as follows:

Starting at the Northwest corner of said Section 5, and going S.  $89^{\circ} 58'$  E. along the North line of said Section 5 a distance of 533.90 feet to the place of beginning of the tract of land herein described; thence continuing S.  $89^{\circ} 58'$  E. along the North line of said Section 5 a distance of 1235.1 feet; thence S.  $89^{\circ} 44'$  E. along the North line of said Section 5 a distance of 225.8 feet; thence S.  $0^{\circ} 02'$  W. a distance of 599.1 feet; thence N.  $89^{\circ} 58'$  W. a distance of 648.89 feet; thence N.  $0^{\circ} 02'$  E. a distance of 200.0 feet; thence N.  $89^{\circ} 58'$  W. a distance of 826.69 feet; thence Northeasterly along a curve to the left with a radius of 113.37 feet through an arc of  $655^{\circ} 02'$  an arc distance of 128.65 feet; thence N.  $2^{\circ} 35'$  E. a distance of 88.96 feet; thence Northwesterly through a curve to the left with a radius of 254.23 feet through an arc of  $24^{\circ} 06'$  an arc distance of 106.93 feet; thence N.  $21^{\circ} 31'$  W. a distance of 114.65 feet to the place of beginning and containing 16.01 acres more or less.

Commonly designated "Red Mountain Estates" Plat No. 1.

AND WHEREAS, said owners above named desire to amend and extend the Restrictive Covenants of said real estate in accordance with the provisions contained in the original Restrictive Covenants upon and against all property in the subdivision as filed on Page 346, Book 348, Records of Otero County, New Mexico.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the above named owners hereby declare and agree with all future purchasers of lots or building sites in the above named "RED MOUNTAIN ESTATES, Plat No. 1", that the following restrictions apply to all lots or buildings in Red Mountain Estates, Plat No. 1, and all conveyances of any lot or lots in the above named subdivision shall be subject to certain restrictions as follows:

(a) All lots in Red Mountain Estates, Plat No. 1 shall be for residential purposes only. No structures shall be erected other than one detached single family dwelling not to exceed one story 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 thirty-five feet to the front lot line; nor nearer than twenty feet to the side of rear lot lines. For the purpose of these covenants, eaves, steps, and open porches shall be considered as a part of a building.

(c) No dwelling shall be permitted on any lot in Red Mountain Estates, Plat No. 1, having a ground floor square foot area of less than 1000 square feet, excluding porches and garages, nor cost less than \$40,000.00. No structures of any type, including fences, windmills or windchangers shall be erected on any lot until plans and specifications have been submitted to and approved by the Red Mountain Estates Architectural and Environmental Control Committee. The Red Mountain Estates Architectural and Environmental Control Committee shall consist of the Board of Directors of the Red Mountain Estates Water Users Association.

(d) No trailer, basement, tent, shack, garage, barn, or other out building 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. Contractors may use a temporary building during the course of construction.

(e) No old or second-hand buildings shall be moved on any lot in the subdivision.

(f) 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.

(g) No outdoor type toilet shall be erected or maintained and all toilets shall be located inside the principle 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 twenty gallons capacity. Garbage will be disposed of in accordance with the regulations of the State of New Mexico Department of Health.

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

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

(j) Live trees having a diameter of four inches or more may not be removed without the written consent of the Red Mountain Estates Architectural and Environmental Control Committee.

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

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

(m) No more than two (2) riding horses may be kept on any one lot. No corral shall be built closer than twenty feet from any lot line.

(n) An easement across each lot for installation and maintenance of water pipe lines and drainage facilities is reserved. Also, bridal paths may be established on unused portions of the lots at the discretion of the above Committee.

(o) No commercial activity shall be carried on except for the sale of real property within the subdivision. No signs shall be displayed except "for sale" signs or occupants name sign and private property signs.

(p) Butane tanks and water storage tanks must conform to the state regulations and will be located so as not to detract from the appearance of the lot.

(q) The natural terrain and natural trees on said property are to remain unmolested except where required for construction, access to the property, or for the areas lying within 50 feet of the main house constructed on each lot.

(r) The use of trail bikes, snow mobiles, or any similar off-road cycle or vehicle, including inadequately muffled vehicle is prohibited. The expressed intent of this restriction is to preclude the destruction of the natural terrain as well as to protect the rights of residents within and around Red Mountain Estates from the excessive noise pollution generated by such vehicles.

(s) The installation of "night lighters" or any similar outside lighting devise of comparable magnitude is prohibited, thus ensuring residents within and around Red Mountain Estates protection from the distractive characteristics of such units and devices.

(t) There shall be no hunting or trapping of any species or class of wildlife indigenous to, or migrating through the area.

The covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them, until August 1, 1992, 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 75% of the owners 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 property owners, their successors or assigns, in said development of 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 owners have caused this instrument to be executed this 5 day of Nov, 1982.

Geraldine Smith  
Geraldine Smith

Mary V. Geib  
Mary V. Geib

Gerald Smith  
Gerald Smith

William H. Talley  
William H. Talley

Jacqueline Talley  
Jacqueline Talley

STATE OF NEW MEXICO )  
COUNTY OF OTERO ) SS:

The foregoing Restrictive Covenants were acknowledged before me this 5 day of Nov, 1982, by MARY V. GEIB, WILLIAM H. TALLEY and JACQUELINE TALLEY, his wife.

My Commission Expires: 1-28-84 80429

Concepcion A. Sullivan  
Notary Public

STATE OF NEW MEXICO, County of Otero ss. I hereby certify that this instrument was filed for record on the 29th day of November, 1982, at 1:25 o'clock P. M., and duly recorded in Book 524 Page 813-817 of the records of said county.  
By Debbie Satchel Deputy Kate A. Sanchez County Clerk