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RESTRICTIVE COVENANTS

WHEREAS, WILLIAM H. TALLEY and JACKIE M. TALLEY, his wife, are the owners of the following described real estate in Otero County, New Mexico, to wit:

A tract of land described on Exhibit "A", attached hereto and incorporated herein as if set forth in full, commonly designated as "Red Mountain Estates Plat No. 3"; and

WHEREAS, said owners above named desire to place certain restrictions in regard to the buildings and improvements thereon and other matters as hereinafter set out upon and against all property in the subdivision, as shown in Exhibit "A", attached hereto.

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. 3" that the following restrictions apply to all lots or buildings in Red Mountain Estates, Plat No. 3, 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. 3 shall be for residential purposes only. No structures shall be erected other than single family dwellings not to exceed two stories in height and reasonable structures to accommodate such dwelling shall be allowed such as, storage buildings, pump house, corrals, and detached garages.

(B) No structure shall be erected or permitted to remain on any lot nearer than thirty (30) feet to adjacent lot lines or easements in Parcel V or nearer than fifty (50) feet to adjacent lot lines or easements in Parcels I, II, III, and IV. For the purpose of these covenants, eaves, steps and open porches shall be considered as a part of the building.

(C) No dwelling shall be permitted on any lot in Red Mountain Estates, Plat No. 3 having a ground floor square foot area less than one thousand (1,000) square feet of heated living space, excluding porches and garages. No structure after completion shall have a fair market value of less than \$50,000.00, exclusive of land value; provided, however, those structures in Parcel V shall have a fair market value of more than \$40,000.00 after completion, exclusive of land value.

(D) No trailer, basement, tent, shack, garage, barn or other out building shall at anytime be used as a residence, temporary or permanent, nor shall any residence of a temporary character be erected or permitted to remain excluding temporary buildings or trailers used during the course of construction. Construction, once commenced, must be completed within one year, and all temporary buildings removed within that one year.

(E) 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.

The intent herein includes, but is not limited to, the harboring of any specie(s) of animal or animals in a manner which is offensive to other lot owner through unreasonable noise, vision, smell, damage, or annoyance to other lot owner or their property.

(F) All systems, facilities, and methods for the handling and disposal of refuse and garbage shall be in compliance with state and county health codes and regulations.

(G) All chimneys, flues, or other vents used in conjunction with open fire heating, such as fireplaces, shall be equipped with spark arresters and comply with state building codes.

(H) The burning of brush, trash, or other material must be in compliance with the fire regulations of the Lincoln National Forest.

(I) The natural terrain and trees are to remain unmolested except where required for construction and access to the property and dwelling. Live trees having a diameter of six inches or more may not be removed, except where required for construction and access.

There is no paragraph (J).

(K) No commercial activity shall be conducted on any lot other than occupations or professions conducted by a member or members of a family residing upon the premises wherein such activities are not a nuisance or annoyance to the neighborhood and provided that no electrical or mechanical equipment, machinery, and materials are used in a manner to create a nuisance or disturbance to the neighborhood.

(L) Butane tanks and water storage tanks must conform to state and/or county codes and must be discretely located

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to minimize or preclude their intrusive characteristics upon the view of other property owners.

(M) The use of trail bikes, snow mobiles, or any similar off-road cycle or vehicle is prohibited. The use of inadequately muffled vehicles, off-road or on road is prohibited.

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

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

(P) No tract shall be divided in parcels smaller than 1.8 acres in size, except for Parcel V, which may not be divided into parcels of less than one acre in size.

(Q) The easements described in Exhibit "A" attached hereto are reserved as road easements for the benefit of all parcel owners for the purpose of ingress and egress to their respective parcels and for the purpose of installing, maintaining and repairing utilities, including water, sewer, electricity, gas, telephone, and cable television.

(R) No lot owner shall maintain or keep on the premises more than four, four-wheel motor vehicles on the premises which are not garaged, and no inoperable equipment or motor vehicle may be kept on said premises unless said motor vehicle or equipment is garaged and out of sight.

The covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them.

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 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, including reasonable attorney fees for bringing such action.

Invalidation of any one of these covenants by judgment or court order shall in no way 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 26 day of October 1983.

William H. Talley
WILLIAM H. TALLEY

Jacquie M. Talley
JACQUE M. TALLEY

STATE OF NEW MEXICO)
) ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants were acknowledged before me this 26 day of October, 1983, by William H. Talley and Jacqueline M. Talley, his wife.

[Signature]
Notary Public

My Commission Expires:

10-4-87



