

RED MOUNTAIN SUBDIVISION, MOUNTAIN PARK, OTERO COUNTY, NEW MEXICO:

Restrictive Covenants, Conditions, Reservations and Agreements

We, the undersigned owners in fee of the following described real property:

Red Mountain Subdivision, being a tract of land located in Section 4 and Section 5, all in T. 16 S., R. 11 E., N.M.P.M., more particularly described as follows: Starting at the lot corner common to Lots 16 and 17, Section 5, and Lots 13 and 20, Section 4, all in T. 16 S., R. 11 E., N.M.P.M., and going N 0° 13' E a distance of 27.2 feet; thence N 89° 45' W a distance of 157.3 feet to the place of beginning of the tract of land herein described; thence N 88° 16' W a distance of 345.4 feet; thence N 89° 21' W a distance of 99.0 feet; thence N 88° 02' W a distance of 202.6 feet; thence N 1° 13' E a distance of 183.6 feet; thence N 20° 44' 30" E a distance of 59.85 feet; thence N 0° 05' W a distance of 432.1 feet; thence N 63° 27' E a distance of 677.6 feet; thence S 27° 17' E a distance of 30.6 feet; thence S 21° 18' E a distance of 579.5 feet; thence S 36° 16' W a distance of 159.8 feet; thence S 52° 18' W a distance of 187.1 feet; thence S 10° 43' E a distance of 186.7 feet to the place of beginning and containing 13.85 acres more or less. According to the official plat thereof filed for record in the office of the County Clerk of Otero County, New Mexico, on May 7 1963.

do hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision; this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, insuring the use of the property for attractive residential purposes only and preventing nuisances, and thereby securing to each site-owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners:

(1) The covenants, conditions, restrictions and reservations herein set out shall be perpetual and shall apply to and be forever binding upon the undersigned owners of said real property and upon their grantees, heirs, executors, administrators and assigns and each owner of any site in said subdivision; and are imposed for the benefit of the undersigned owners, their successors, heirs, grantees and assigns, and as a general plan for the benefit of said tract above described; and shall apply to each and every lot in said subdivision.

(2) All sales or leases of lots in said subdivision shall be made subject to the covenants, conditions, restrictions and reservations herein set out.

(3) All sinks, lavatories and/or toilets on the said premises above described shall be built indoors and connected with outside septic tank, complying with the statutes and lawful regulations of the State of New Mexico, until such time as a sewer system shall be maintained in said subdivision, at which time each inhabited lot therein shall be connected therewith.

(4) The lots in said subdivision shall be used for residential purposes only; with the exception that erection of a church or churches of seemly appearance therein is not prohibited. "Residence" may include a private garage.

(5) All residences therein shall be of new construction and be completely finished on the outside in good quality and workmanlike manner within a reasonable time after construction is begun. The exterior woodwork of all houses and buildings in said subdivision of whatsoever kind shall be painted with at least two coats of paint, or be varnished, oiled, or stained within thirty days after completion and before occupancy. The trees, bushes and other natural growth on each lot in said subdivision shall be preserved in their natural state so far as is reasonably consistent with good landscaping practices and harmonious combination of the improvements with their surroundings.

(6) No house shall be moved from a point without said subdivision to a point within the same unless such house, when placed, will comply with all restrictions applicable to the lot or tract whereon such house is to be placed.

(7) Not more than one residence may be placed or built on any one lot in said subdivision excepting Lots 1 and 4; and on each of said Lots 1 and 4, not more than two residences may be built or placed.

(8) Intoxicating liquors shall not be manufactured, sold or otherwise disposed of at any place of public resort within said subdivision.

(9) Neither the premises within said subdivision nor any buildings erected or placed thereon shall at any time be used for the purpose of any trade, business or manufacture. This shall not be construed, however, as preventing practice of medicine.

(10) No part of said subdivision shall be used or occupied injuriously to affect the use, occupation or value of the adjoining or adjacent premises for residence purposes or the neighborhood wherein said premises are situated. No activity shall be carried on, upon any lot, which shall create any excessive offensive odors, fumes or noise, or unusual amounts of smoke or dust; the foregoing being mentioned by way of illustration and not being exclusive of other similar activities.

(11) No livery stable, barn or stable whatsoever, or public garage or filling station shall be placed or erected within said subdivision; and no horse, cow, hog, goat or similar animal, guinea hen, pigeon or other such fowl shall be kept or maintained in said subdivision or any portion thereof; nor shall any chickenyard be maintained therein.

(12) No building or place in said subdivision shall be used as a place of public amusement, for shows or public entertainments of any kind.

(13) No bill boards, sign boards or signs (except suitable signs for sale of site) or unsightly objects of any kind shall be maintained within said subdivision.

(14) No fence, wall or hedge higher than ~~12~~<sup>8</sup> feet shall be erected or maintained within said subdivision.

(15) The ground floor area of each main residence structure in said subdivision (exclusive of open porches and private garages) shall not be less than six hundred sixty (660) square feet; excepting that in the case of a mobile home used for permanent residence in said subdivision, such mobile home shall not be less than ten (10) feet wide by forty-five (45) feet long.

(16) The private garage on any lot in said subdivision shall be of construction and architectural type harmonious with the residence thereon.

(17) No residence or permanent mobile home or private garage, or any part thereof except the steps, piazza or bay window and any other usual projections thereof, shall be erected or placed on any lot within said subdivision within twenty-five (25) feet of the front line or any side line of such lot.

(18) The covenants, agreements, conditions, reservations and restrictions created and established herein for the benefit of all lots within said subdivision and each of the same, may be waived, abandoned and terminated, modified, altered or changed as to the whole of said subdivision or any portion thereof with the written consent of the owners of sixty (60%) per cent of the lots in the subdivision. No such waiver, abandonment, termination, modification, or alteration shall become effective until the proper instrument in writing shall be executed, acknowledged

and recorded in the office of the County Clerk of Otero County, New Mexico; provided that this article shall have no application so long as the undersigned owners shall be the owners of fifty (50%) per cent of the area of land in said subdivision. So long as the undersigned owners shall be the owners of at least fifty (50%) per cent of said area, they reserve the right to change or cancel any or all the restrictions herein set out, if in their judgment the development of said subdivision for residence purposes makes that course necessary or advisable.

(19) These restrictions herein set out are made for the benefit of all land in said Subdivision and of any and all persons who now own or who may hereafter own property in said subdivision, and such persons are specifically given the right to enforce these restrictions and reservations, according to the terms and provisions herein set out.

(20) In the event any covenant, condition or restriction herein set out, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction herein set out.

(21) For any violation of the restrictions, conditions, reservations and agreements herein set out, the remedy of injunction is given; and for any violation of said restrictions, conditions, reservations and agreements, in contravention of any lawful order, judgment or decree of a Court of competent jurisdiction, the lot or lots affected by the same shall revert to the undersigned owners, their heirs and assigns; but no reversion shall render invalid or operate in any way against the lien of any mortgage or deed of trust given as security for the payment of a debt which may have theretofore been placed upon said property in good faith and for value; and upon any such reversion

or forfeiture the undersigned, their heirs and assigns shall take the title subject to any such mortgage or deed of trust.

IN WITNESS WHEREOF we have hereunto subscribed our names this 20 day of April 1963, at Alamogordo, Otero County, New Mexico.

James K. Cadwallader  
Georgie M. Cadwallader  
Jane B. Cadwallader  
Jon T. Cadwallader

STATE OF NEW MEXICO )  
COUNTY OF OTERO ) SS.

The foregoing instrument was acknowledged before me this 20 day of April 1963, by JON T. CADWALLADER and GEORGIE M. CADWALLADER, his wife; and JAMES K. CADWALLADER and JANE B. CADWALLADER, his wife.

Christina Braunstein  
Notary Public

My commission expires Nov 20, 1963



STATE OF NEW MEXICO )  
OTERO COUNTY )  
FILED FOR RECORD IN MY OFFICE  
This 7 day of May 1963  
At 12:00 o'clock A.M. and duly recorded  
in Book No. 296 Page 83-84  
The parties of Otero County, New Mexico  
Ruth Kehate  
County Clerk, Otero County, New Mexico

