

RESTRICTIVE COVENANTS

WHEREAS I. JOSEPH SHYNE AND MILLICENT SHYNE, his wife, are the owners of the following described real estate in Otero County, New Mexico, to wit:

Robin Hood Estates, Otero County, New Mexico, situated in part of the North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 9, Township 16 South, Range 13 East, N.M.P.M., and in part of the Southeast Quarter of the Southwest Quarter of Section 4, and in part of the West Half of the Southeast Quarter of Section Four, Township 16 South, Range 13 East, N.M.P.M. as shown on the plat thereof filed for record in the office of the County Clerk of Otero County, New Mexico on June 8, 1964.

AND WHEREAS, the said I. Joseph Shyne and Millicent Shyne, owners, desire to place certain restrictions in regard to the building and improvements thereon and other matters 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 I. Joseph Shyne and Millicent Shyne of Alamogordo, New Mexico, the owners, hereby declare and agree with all future purchasers of lots or building sites in the above-named "Robin Hood Estates" that the following restrictions apply to all lots or building sites in "Robin Hood Estates" and all conveyances of any lot or lots in the above named subdivision shall be subject to certain restrictions, as follows:

1. No lot, except those in Block 5, shall be used for any purpose other than for residential use. Lots or tracts which have an area of three acres or more may be used for multiple family dwellings and lodges for clubs and organizations. On tracts of less than three acres, not more than one residence at a time shall be placed or kept thereon; and no such residence shall be designed or converted for the use of more than one family.
2. No building shall be erected, placed, or altered on any lot or site until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
3. There is no limitation, minimal or maximum, on the size or cost of a dwelling or other approved building. However, the building must be approved by the Architectural Control Committee in writing, and the basis for approval is a well-constructed, attractive building which will enhance the beauty of Robin Hood Estates as well as meet the specifications of ground construction. No building, without special written approval of the Architectural Control Committee, shall be located on any lot nearer than 25 feet to the front line, or nearer than 15 feet to any side street line, or nearer than 5 feet to an interior lot line. For the purposes of these covenants, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot or site to encroach upon another lot.
4. No lot shall be resubdivided; provided, however, that nothing herein shall prevent the owners from dividing any of the lots on the plat of the subdivision into two or more lots prior to the first sale of the lot, and upon division by the owners, and sale thereof, each portion of such divided lot shall be considered to be one lot for the purposes of these covenants.
5. The keeping of livestock, poultry, pets, or rabbits on any of said lots for commercial purposes is prohibited. No swine, poultry, goats, cattle, or sheep shall be kept upon any lot.
6. One horse only may be kept on any one lot for domestic use, except on lots or tracts of over three acres where a special permit for more horses may be received from owners. However, no corral shall be built except with written approval of the Architectural Control Committee, and then it shall not be built closer than 25 feet to any lot line.

7. All toilets, baths, sinks, lavatories, and inside drains on said premises shall be connected with an approved type septic tank, properly installed, and meeting all specifications provided by the Architectural Control Committee.

8. The Owners shall have the right to lay sewer pipe and water pipe and appurtenances thereto through and across any and all lots or tracts, and shall have at all times the right of ingress and egress for the purpose of repairing and maintaining same, provided, however, dirt taken from any excavation shall be replaced and the surface left as nearly as possible in original condition after work is completed. The Owner shall also have the right to erect telephone poles or poles for carrying electric current at the intersecting corner of any two lots, and easements to a telephone company and to an electric company are hereby reserved on all lots, roads, paths, and parks in said subdivision. Easements to install facilities across lots includes the right to remove trees and shrubbery which interferes with installation of such facilities.

9. No structure of a temporary character, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, except that the temporary location of a trailer on any lot shall be permitted not to exceed one year while construction of a permanent residence is in progress. Mobile Homes, to be used as temporary or permanent residence on any of these lots or tracts must be neat, clean, in good repair, and properly painted, and the lot owner must request and receive from the Architectural Control Committee a written permit to put a particular mobile home on any one of these lots or tracts.

10. No building may be moved on any lot in the subdivision without the written consent and approval of the owners.

11. No resale of any lot or tract on the subdivision shall be consummated without giving at least fifteen days written notice to the Owners and to the owners of the two adjoining lots on either side, of the terms thereof. And any of them shall have the right to buy said lot on such terms. Such notice shall be personally served if service can be made on the subdivision; if any person entitled to such service cannot be found on the subdivision, notice shall be mailed to such person at the address last known by the Owners. Affidavit of the person making service shall be sufficient evidence thereof to protect a purchaser.

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary covered containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. 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.

14. As part of the consideration for the sale of lots, the Owners shall have the right to assess the owners of all lots in the subdivision beginning January 1, 1965 and each succeeding year thereafter such sum as it shall deem necessary for the management, upkeep, and maintenance of the subdivision and roads and other improvements; provided, however, that no assessment for any one year shall exceed the sum of \$10.00 per lot or tract and provided that the assessment as levied each year shall be and become a lien without filing of suit or legal procedure to establish such lien on said lot if not paid within sixty days after March 1 of the year in which the assessment is made.

15. The interest in all oil, gas, and minerals in and under the said land, with right of ingress and egress in connection with said oil, gas, and mineral rights, has been reserved.

16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date of these covenants are recorded, after which the said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

17. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

18. Invalidation of any one of the 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, the parties hereto have signed in duplicate on the 24 day of June, 1964.

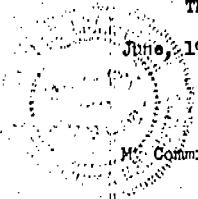
I Joseph Shyne
Millicent Shyne

STATE OF NEW MEXICO }
COUNTY OF OTERO } SS

The foregoing instrument was acknowledged before me this 24 day of June, 1964, by I. Joseph Shyne and Millicent Shyne, his wife.

Edward S. S. Brown
Notary Public

My Commission expires 12-10-64



STATE OF NEW MEXICO }
OTERO COUNTY } SS.
FILED FOR RECORD IN MY OFFICE
This 24 day of June, 1964
12:25 P.M. and duly recorded
in Book No. 306 Page 437-439
the records of Otero County, New Mexico.
Ruth Roberts
County Clerk, Otero County, New Mexico
By *Ruby Chatter* Deputy



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