

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 Park, Otero County, New Mexico, situated in part of the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), and the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$), and the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) and the West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 4, Township 16 South, Range 13 East, N.M.P.M., and 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., as shown by the plat thereof filed for record in the office of the County Clerk of Otero County, New Mexico, on

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 Park" that the following restrictions apply to all lots or building sites in "Robin Hood Park" 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 I and Block II which are classified as "Commercial"; shall be used except for residential purposes. 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 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, and the basis for approval is a well-constructed, attractive building which will enhance the beauty of Robin Hood Park as well as meet the specifications of sound 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 lot 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 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 pipes and water pipes and appurtenances thereto through or 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 Owners shall have also the right to erect telephone pole 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 service 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, trailer, 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 is in progress. And further, no structure or outhouse shall be used or built for the purpose of outside toilet facilities.

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 lots adjoining said lot on the sides, of the terms thereof; 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 service cannot be found on the subdivision, notice shall be mailed to such person at the address last known by the Owner. 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, 1961 and each succeeding January 1st thereafter such sum as it shall deem necessary for the management, upkeep, and maintenance of the park 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.

