

RESTRICTIVE COVENANTS
OF
SACRAMENTO ESTATES, INC.

SACRAMENTO ESTATES, INC., hereinafter referred to as "Subdivider", being the owner of all of the following described real estate in Ctero County, New Mexico, to wit:

SW 1/4 NW 1/4, Section 25, T. 17 S., Range 9 E., N.M.P.M.

ALSO KNOWN AS: Sacramento Estates No. 1, Lots 1 thru 10 inclusive, in Block 1; Lots 1 thru 10 inclusive in Block 2; Lots 1 thru 13 inclusive in Block 3; Lots 1 thru 7 inclusive in Block 4; and Lots 1 thru 18 in Block 5.

has established a general plan for the improvement and development of such premises, and does hereby establish the covenants, conditions, reservations and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof. Each and every one of these covenants, conditions, reservations is and all are for the benefit of each owner of land in such subdivision, or any interest therein, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These conditions, covenants, reservations and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof, to wit:

1. All lots in Blocks 1 and 5 may be used for commercial or residential purposes.
2. All lots in Blocks 2, 3 and 4 shall be used for residential purposes only.
3. No building shall be erected or permitted to remain on any lot nearer than twenty-five feet to the front line nor nearer than ten feet to the side or rear lot line. No building shall be constructed on any lot having a cost or a fair market value of less than \$8,000.00, nor shall any building be smaller than 600 sq. ft. under a single roof.
4. Temporary dwellings may be located on any lot or lots during the period of actual or continuous construction of a residence for a period not to exceed twelve consecutive months from the date of the purchase of a lot, whichever period is shorter.
5. No privy or outdoor toilet facilities shall be constructed or maintained on any lot for more than 90 days or on more than one occasion during actual construction, or within the continuous twelve-month period from the date of purchase of a lot, whichever period is shorter. Thereafter, in order to protect the owner of the adjoining lot and the public, no building shall be occupied during or after its completion until a septic tank sufficient to provide safe, adequate and sanitary service to the occupant shall be placed in operation and connected to a functioning interior plumbing system.

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6. No lot shall be re-subdivided for a period of five years, after which time any lot may be subdivided for use consistent with the restrictions and covenants contained herein.

7. No lot shall be used for a dump ground or junk yard or for outdoor storage of chattels, goods or refuse. No swine shall be maintained on said premises, nor any feed lot operation, nor caged fowl or poultry operation may be maintained or kept on said premises.

8. No 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 on any lots.

9. Modern commercially-manufactured mobile homes may be used as a residence on such property PROVIDED the house trailer has a minimum square foot living area of not less than 400 square feet and that the mobile home be properly leveled and a base constructed around it so as not to project an unsightly appearance.

10. No nuisance, or offensive, noisy or illegal trade, calling or transaction shall be done, suffered or permitted upon any lots.

11. Reasonable easements for the installation and maintenance of utility lines and drainage facilities are reserved, which shall include an easement over the back ten feet of each lot for an alley.

12. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until November 1, 1981, at which time they shall be automatically continued in force for successive periods of ten (10) years each, unless discontinued or amended by a vote of 51% or more of the then property owners. The 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 51% of the lots of record of the total number of lots.

13. 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.

14. If the parties hereto, or any one 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 subdividers, their successors and assigns, or any other person or persons owning any lot 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 covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

IN WITNESS WHEREOF, the said owner has caused this instrument to be executed this 8th day of Nov, 19 71.

SACRAMENTO ESTATES, INC.

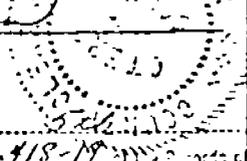
By Jed M. Porter

STATE OF NEW MEXICO)
COUNTY OF OTERO) SS:

The foregoing instrument was acknowledged before me this 8th day of November, 19 71, by Jed M. Porter, Gen. Mgr. of SACRAMENTO ESTATES, INC., a New Mexico corporation, on behalf of said corporation.

My Comm. Expires: 10-4-75

Oliver Altman
Notary Public



STATE OF NEW MEXICO, County of Otero, ss. I hereby certify that this instrument was filed for record on the 8th day of January, 19 72, at 11:45 P. M., and duly recorded in Book 384, page 18-19 of the records of said county. Ruth Robertson By Elizabeth Wente
County Clerk Deputy

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