

**RESTRICTIVE COVENANTS, CONDITIONS, RESERVATIONS
AND AGREEMENTS AS TO ~~N $\frac{1}{2}$ S $\frac{1}{2}$ E $\frac{1}{4}$~~ AND
~~SE $\frac{1}{4}$ E $\frac{1}{4}$~~ OF SEC. 29, T. 16 S., R. 10 E., N $\frac{1}{2}$ PM
OTERO CO., N.M., EXCEPTING THE NORTH 310 FEET
OF THE EAST 382.50 FEET OF ~~N $\frac{1}{2}$ S $\frac{1}{2}$ E $\frac{1}{4}$~~
OF SAID SECTION 29**

I, the undersigned owner in fee of the following described real estate:

~~N $\frac{1}{2}$ S $\frac{1}{2}$ E $\frac{1}{4}$~~ and ~~SE $\frac{1}{4}$ E $\frac{1}{4}$~~ of Sec. 29, T. 16 S., R. 10 E., N $\frac{1}{2}$ PM, Otero Co., N.M., Excepting the North 310 feet of the East 382.50 feet of ~~N $\frac{1}{2}$ S $\frac{1}{2}$ E $\frac{1}{4}$~~ of said Sec. 29

do hereby make the following declarations as to limitations, restrictions and uses to which all lots and parcels in said tract above described may be put, hereby specifying that said declarations shall constitute covenants to run with all said land as provided by law, and shall be binding on me and on all purchasers and all persons claiming under me or them and for the benefit of and limitations upon all future owners of real estate in said tract above described; this declaration of restrictions being designed for the purpose of keeping said real estate desirable, insuring the use of the same 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 me, the undersigned owner of said real estate and upon my grantees, heirs, executors, administrators and assigns, and each owner of any site in said tract above described; and are imposed for the benefit of myself and my 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,

site or parcel of land in said tract.

(2) All sales or leases of lots, sites or parcels in said tract 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 tract, at which time each inhabited lot therein shall be connected therewith.

(4) The lot or sites in said tract 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 hereafter erected 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 tract 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.

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

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

(8) Neither the premises within said tract nor any buildings now or hereafter 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.

(9) No part of said tract 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 or site 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.

(10) 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 tract.

(11) The ground floor area of each main residence structure in said tract (exclusive of open porches and private garages) shall not be less than one thousand (1,000) square feet.

(12) The private garage on any lot or site in said tract shall be of construction and architectural type harmonious with the residence thereon.

(13) The covenants, agreements, conditions, reservations and restrictions created and established herein for the benefit of all lots or sites within said tract and each of the same, may be waived, abandoned and terminated, modified, altered or changed as to the whole of said tract or any portion thereof with the written consent of the owners of sixty (60%) per cent of the area in the whole tract. 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 owner shall be the owner of fifty (50%) per cent of the area of land in said tract. So long as the undersigned owner shall be the owner of at least fifty (50%) per cent of the said whole area, she reserves the right to change or

cancel any or all the restrictions herein set out, if in her judgment the development of said tract for residence purposes makes that course necessary or advisable.

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

(15) 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.

(16) For any violation of the restrictions, conditions, reservations and agreements herein set out, the remedy of injunction may be used, together with such other remedies as shall be necessary to enforce the rights of property owners within said subdivision.

(17) No residence, private garage or other permanent improvement or any part thereof except the steps, piazza or bay window and other usual projections thereof, shall hereafter be erected or placed on any lot or site within said subdivision within twenty-five (25) feet of the front line or within ten (10) feet of any side line of such lot or site.

IN WITNESS WHEREOF, I have hereunto subscribed my name at Dallas, Texas, on the 11th day of June 1963.

Quita F. Menger
Quita F. Menger, Individually; and as
Executrix of the Last Will and Testa-
ment of Irvin A. Menger, Deceased

STATE OF TEXAS }
COUNTY OF Dallas } SS.

The foregoing instrument was acknowledged before me this
11th day of June 1963, by Anita F. Menger, in-
dividually; and as Executrix of the Last Will and Testament of
Irvin A. Menger, Deceased.

Mae S. Fee
Notary Public

Commission expires June 1, 1965.



Mae S. Fee, Notary Public
Dallas County, Texas



STATE OF NEW MEXICO }
OTERO COUNTY }
FILED FOR RECORD IN MY OFFICE
This 13 day of June 1963
at 10:30 o'clock P. M. and duly recorded
in Book No. 296 Page 265-259
The records of Otero County, New Mexico,
Rueck Roberts
County Clerk, Otero County, New Mexico
Barbara D. [Signature]