

original Don't Use.

Restrictive Covenants
For
Southwind Subdivision
Subdivider J.D.Patterson

Bk 927 Pg 123

1. The property shall be used for single family residential purposes only.
2. Only double wide or site built homes will allowed on the property, 1996 or newer. Any others must be approved.
3. Prefabricated buildings, park models, motor homes, travel trailers, fifth wheel travel-trailers shall be allowed on the property as living quarters only for temporary periods provided they are properly hooked-up to septic tanks, electricity and where appropriate, skirted and maintained in a clean and attractive fashion and with consent of subdivider. Subdivider defines temporary as one (1) year or less.
4. No clearing of natural habitats unless cultivated or maintained without destruction of property.
5. There shall be no more than one single family dwelling per five (5) acres.
6. No dwelling shall be constructed on the parcel with a fully enclosed floor area of less than one thousand (1000) square feet exclusive of garages, carports, or open decks or porches.
7. No outdoor- type toilets or waste facilities shall be erected or maintained on the parcel except by prior written approval of the subdivider as may be required during actual period of construction.
8. All buildings constructed or moved on to the parcel shall be of standard construction and no old or secondhand buildings shall be moved on any parcel unless the same be in conformance with the same standards as those required by the county building codes and by the plumbing, electrical, and other safety codes relating to single family residential dwellings of the county of Otero and the state of New Mexico.
9. No commercial activities shall be conducted on any parcel other than occupations of or professions conducted by a member or members of a family residing upon the property when such activities are not a nuisance or annoyance to the neighborhood and provided no electrical or mechanical equipment, machinery or materials are used in a manner to create a nuisance or disturbance to the neighborhood.
10. Parcels may not be re- subdivided and none can be less than five (5) acres in size plus or minus 5%. Any such parcels are bound by all of the restrictions and covenants contained herein. Any parcel sold must have road and utility easement provided.
11. No buildings or other construction except fences shall be erected or placed upon any parcel so that any part of it shall be situated closer than fifty (50) feet to a front property line, or fifty (50) feet from side property lines and in regard to corner parcels closer than fifty(50) feet to any side street.
12. No obnoxious or offensive activity shall be carried on upon parcel nor shall anything be done on parcel which may be or become an annoyance or nuisance to the neighborhood.
13. No garbage, refuse, junk, trash, hazardous, obnoxious or offensive material shall be permitted to accumulate or be

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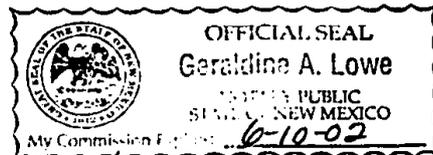
- buried on parcel and the owners of parcel shall cause the same to be disposed of by and in accordance with accepted sanitary practices and in accordance with the regulations of the state of New Mexico and any of its subdivisions.
14. No vehicles may be stored on the parcel which are not garaged and no inoperable equipment or motor vehicle may be kept on the property unless the motor vehicle or equipment is garaged and out of sight.
 15. No swine shall be maintained on said parcel nor any feed lot operation nor commercial kennels, nor caged poultry operation may be maintained or kept on said property, except that poultry that may be used for personal food. No more than one (1) large animal per two (2) full acres shall be kept on the property. All such animals shall be penned, no barn, shed, or corral or other shelter, pen or fence for any livestock or any other type of shelter shall be erected or maintained closer than fifty (50) feet from any boundary line of any property or road or easement.
 16. No work or exploration for any minerals, or mining of any minerals or quarrying of any rock minerals, soil, or material of any nature shall be conducted on any parcel or portion thereof, except as may be incident to the installation of utility services, drainage lines, excavations incident to the grading and preparations of building sites, the construction of dwelling and or swimming pools, and the grading of roads and street, oil, and gas exploration excepted.
 17. No signs of any characters shall be permitted to be placed or maintained on any parcel except a sign not larger than eight (8) square feet setting forth the name of the owner or occupant of parcel. Except that a for sale sign may be placed on the parcel for a period of not more than six (6) months except that property protection signs such as keep out, no trespassing type signs may be placed on property all other signs are prohibited.
 18. No driveway entrances from the access road shall be constructed against or across drainage easements or drainage ditches in such a manner as to any way restrict the flow of water of these easements All driveway entrances shall have drainage pipes installed in the bar ditch in such a way as to not restrict the flow of water. Parcel owner is responsible for keeping these culverts and driveways in good repair.
 19. These covenants are to run with the land and shall be binding upon the undersigned and all persons claiming under it, their heirs, successors, and assigns, for a period of fifteen (15) years from the date these restrictive covenants are recorded, after which time said restrictive covenants shall be automatically extended for successive periods of fifteen (15) years unless an instrument signed by 2/3 (two-thirds) of the owners of the lots has been recorded agreeing to change said restrictions in whole or part or releasing any portion of the property from any one or more, or all of said restrictive covenants. If any parcel is split, all buyers are bound by these restrictive covenants.
 20. All of the restrictive covenants contained herein are for the benefit of the parcel (s) and all of the owners or any of it's assigns, or successors in interest shall violate or attempt to violate any of such re-

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- strictive covenants, then it shall be lawful for any other person or persons owning the parcel(s) to prosecute any proceedings at law or in equity to recover damages or to enjoin such act and to have any and all further legal and equitable relief. The word "person" as used herein means any individual, partnership, firm, company, trust, association, corporation, or other entity of whatsoever nature.
21. Invalidation of any one of these covenants shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.
 22. No portion of any tract within this subdivision may be used as a roadway or easement for ingress and egress to lands outside of this subdivision without the written permission of the original developers or their heirs.
 23. Electricity to all parcels shall be installed underground with no utility poles visible to the neighborhood and to no way to restrict the views of the adjoining parcels.
 24. After 25% of the subdivision is sold, it will be the responsibility of the parcel owners to maintain the upkeep of the road.
 25. All mobiles are required to be no older than 1996 models, any others are subject to the approval of the subdivision developers.
 26. It will be the responsibility of all parcel owners to furnish wells, electricity, and septic systems to their own parcels.

Jim D. Patterson

*Subscribed and Sworn to before me
by Jim D. Patterson, on
June 24, 1999*



Geraldine A. Lowe

STATE OF NEW MEXICO } S.S.
OTERO COUNTY }
FILED FOR RECORD IN MY OFFICE
This 24 day of June, 19 99
10:00 o'clock AM and duly recorded
in Book No. 927 Page 123-125
The records of Otero County, New Mexico
Mary D. Quintana
County Clerk, Otero County, New Mexico
By Christina Law Deputy
7052

