

P

274-210

RESTRICTIVE COVENANTS OF STONEWOOD ESTATES

WILLIAM G. FRENCH, being the sole owner of all of the following described premises situated within the Otero County, New Mexico, to wit:

A tract of land in the North one half of the Southwest quarter of Section 13, T17S, R9E, NMPM, Being more particularly described as follows:

Starting at the west quarter corner of Section 13, T17S, R9E, NMPM, and going S 00° 15' 29" E along the west line of said Section 13 a distance of 460.43 feet to the point of beginning of the tract of land herein described; Thence N 89° 18' 46" E a distance of 2122.36 feet; thence S 07° 49' 00" W a distance of 629.95 feet; Thence N 89° 18' 46" E a distance of 210.21 feet to a point on the westerly right-of-way line of U.S. Highway 54; Thence S 07° 49' 00" W along said westerly right-of-way a distance of 242.67 feet; Thence S 89° 18' 46" W a distance of 2209.99 feet to a point on the west line of section 13; Thence N 00° 15' 29" W along said west section line a distance of 863.05 feet to the place of beginning, and containing 41.993 acres, more or less.

SUBJECT TO reservation of mineral rights to William G. French as shown in that certain deed recorded in Book 458, Page 884 of the records of Otero County, New Mexico.

SUBJECT TO utility and alley easements filed for record with the clerk of Otero County, New Mexico.

According to the official plat thereof filed for record with the Clerk of Otero County, New Mexico and known as STONEWOOD ESTATES have established a general plan for the improvement and development of such premises, and do 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 and restrictions is, and all are, for the benefit of each owner of land in said subdivision, or any interest therein, and shall enure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owners thereof. These covenants, restrictions, reservations and conditions are, and each 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. ARCHITECTURAL CONTROL COMMITTEE. All plans for the construction of private roads and driveways and all building plans for any building, fence, wall, or structure to be erected upon any lot and the proposed location thereupon any lot, and any changes after approval thereof of any remodeling, reconstruction, alteration, or addition to any building, road, driveway, or other structure upon any lot in such premises shall require the approval in writing of the Architectural Control Committee as to the quality of workmanship, material, harmony of external design with existing structures or planned structures which have been previously approved by the Architectural Control Committee within the subdivision and for approval as to location with respect to lot lines, topography, and finish grade elevations and roadways. Initially, the Architectural Control Committee shall be composed of William G. French, Anne French, Clarence G. French, James W. French, Tommy L. French, or such other persons, or successors to such named persons, as shall be named by William G. French.

2. DIVISION OF LOTS OR TRACTS. No single lot or tract as shown on the subdivision map shall be re-subdivided by any owner.

3. RESIDENTIAL USE. Each lot is for single-family residential purposes only. All residences shall be of a new, permanent type and quality.

No improvement of structure whatever, other than the private dwelling house, patio walls, swimming pool, garage, greenhouse, workshop, and customary outbuildings may be erected, placed, or maintained on any lot. One lot as shown on the subdivision map shall be the minimum building area upon which a single-family residence and outbuildings may be constructed. One or more lots may be utilized as a single building plot.

4. MAIN RESIDENCE AREA. The total floor area of the main building shall not be less than 1400 square feet of heated area, and the ground floor of a multi-level dwelling shall not be less than 1000 square feet or its substantial equivalent. No residence shall be more than two stories in height above ground.

5. CONSTRUCTION. When the construction of any building is once begun, work thereupon must proceed diligently and must be completed within one year. No Shacks or temporary buildings shall be permitted upon any lot. No mobile home will be permitted except that a trailer or temporary storage may be used during the period of construction not to exceed one year. In no event shall any trailer or temporary storage structure be left on the land after the expiration of the one year period. No dwelling shall be occupied until its construction is completed.

6. No building shall be erected or permitted to remain on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line; nor nearer than 5 feet to any side lot line. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line.

7. ANIMALS. The owner or lawful possessor of any lands shall be permitted to maintain dogs, cats, domestic fowl, upon said premises for household, residential, and non-commercial uses only. Provided, all such animals must be properly fenced, caged, or restrained from trespassing upon other premises. No commercial use or benefit may be enjoyed by the owner or any other person from the maintenance of these animals upon the premises. In no event shall any swine, goats, horses, cows, or sheep be kept or maintained upon said premises for any purposes.

8. NUISANCES. No lots shall be used in whole or in part for a junk yard, or for storage of rubbish, refuse, or goods of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept out upon any lot that would emit foul or noxious odors or that would cause noise that will or might disturb the peace, quiet, and comfort or serenity of the occupants of surrounding property or would otherwise frustrate or impede the general plan of development expressed in the covenant establishing the Architectural Control Committee.

9. SIGNS. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any lot or improvement thereof except that a discreet and unobtrusive name and address sign of modest dimensions may be placed on each residential lot. No sign of any kind shall be displayed to the public view on any residential lot except one sign advertising the property for sale or rent, or signs used by the subdivider to advertise the property during the construction period.

10. No retail outlet shall be established for commercial purposes on any residential lot.

11. LOCATION OF WELLS AND SEPTIC TANKS. All septic tanks should be located a minimum of 100' distance from all wells so as to avoid contamination of the said owners or neighboring wells and should comply with all governmental agencies regulations.

12. SEWAGE FACILITIES. Outhouses and cesspools are strictly prohibited. All sewage facilities shall consist of septic tanks which shall be located and constructed only in accordance with the rules and regulations of those governmental agencies having jurisdiction over the construction of sewage facilities.

13. WALLING. All garbage cans, or storage piles shall be walled in to conceal them from the view of neighboring lots, roads, or streets.

14. FILING AND REMOVING. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. No rock, gravel, or earth shall be excavated or removed from any property for commercial purposes.

15. FIREARMS. No firearms of any type or kind shall be discharged by any owner, person in possession, or invitees of the same within the confines of the subdivision.

16. USE OF PREMISES CONTRARY TO LAW. No premises shall be constructed, improved, or maintained in any manner or for any purpose contrary to law or to

lawful regulation of any governmental agency.

17. REMEDIES FOR VIOLATIONS. For a violation or a breach of any of these covenants, reservations, conditions, and restrictions by any person claiming by, through, or under the subdivider, or by virtue of any judicial proceedings, the subdivider, and the lot owners, or any of them individually or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. Such person or persons so proceeding shall be entitled to its, his, or her attorney's fees and costs. The failure promptly to enforce any of the covenants, reservations, conditions, and restrictions shall not bar their subsequent enforcement. The invalidation of any one or more of the covenants, reservations, conditions, and restrictions by any Court of competent jurisdiction in no way shall affect the right of any of the other covenants, reservations, conditions, and restrictions, but those not so invalidated shall remain in full force and effect.

18. DURATION OF RESTRICTIVE COVENANTS. The restrictive covenants herein shall remain in full force and effect for a period of twenty years from date. Said restrictions shall thereafter continue for successive twenty year periods except that at any time such restrictions may be amended, in whole or in part, by the owners of three-fourths or more of the acreage within said subdivision. Provided, however, if such term or succession of terms shall violate the rule against perpetuities, then in that event such terms shall be reduced to that period of time which shall comply with such rule.

STATE OF NEW MEXICO }
OTERO COUNTY } SS.
FILED FOR RECORD IN MY OFFICE
This 17 day of Aug 1928
At 11:40 o'clock A.M. and duly recorded
in Book No. 474 Page 21-213 of
the records of Otero County, New Mexico.
Mary Ann D. Daniels
County Clerk, Otero County, New Mexico
W. H. Daniels

45328