

BY 220 TO 211

RESTRICTIVE COVENANTS

FOR SUNSET ACRES

WHEREAS, Roy Tucker, Jr. and Clarence Ila Tucker, his wife, and Tommy E. Braziel and Lila Jean Braziel, his wife, are the owners of the following described real estate in Otero County, New Mexico, to wit:

Lots 1-55, Sunset Acres, Otero County, New Mexico.

AND WHEREAS, the said owners above named desire said real estate to be subject to and encumbered by certain Restrictive and Protective Covenants.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the above named owners hereby declare and agree that the following Covenants apply to all of the said real estate, and that all conveyances of said real estate, or any part thereof, shall be subject to said Covenants whether or not the same are embodied in the conveyances or other instruments affecting title thereof.

1. SUBDIVIDING - No single lot or tract as shown on the subdivision map shall be re-subdivided or subdivided by anyone except the original developer.
2. ANIMALS - The owner or lawful possessor of any lands shall be permitted to maintain horses upon the premises for recreational and pleasure purposes only; and dogs, cats, domestic fowl, cattle, and sheep may be maintained 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 be kept or maintained upon said premises for any purpose.
3. NUISANCES - This property shall not be used for the collection of trash, garbage, waste, junk or salvage. Salvage shall include wrecked or salvaged automobiles or any other type of used materials or products which are not intended for immediate use on this site. Trash, garbage and waste shall not be kept on the premises except in sanitary containers. Any unregistered vehicle may be designated as junk for this purpose.
4. RESIDENTIAL LOTS - All lots in said tract shall be known and described as single family residential lots and no structures shall be erected or placed on any lot other than a single family dwelling and out-buildings incidental to and consistent with single family residential use of the particular lot.
5. 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.

6. 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.
7. 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, 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 of effect.
8. DWELLING - Dwelling as defined herein for purposes of these restrictive covenants, shall be any permanent on-site home, mobile home, modular home or similar portable structure designed for full-time occupancy for residential purposes, provided that such dwelling shall be constructed in accordance with applicable building codes of appropriate governmental subdivision, including the State of New Mexico and the City of Alamogordo. That in the event that mobile home is placed on a lot in this subdivision, that mobile home must have the axles removed and must be placed on a permanent masonry foundation. No mobile home of any size shall be placed on any lot in this subdivision except in compliance with this covenant. No such dwelling may be more than seven (7) years old at the time said dwelling is placed on a lot in this subdivision. In the event a mobile home is erected as a dwelling within the provisions of this covenant, such mobile home must be skirted with professional quality skirting which shall be integrated with the general architectural design of the mobile home.
- All dwellings on said lots shall have a minimum floor area of not less than 840 square feet, exclusive of open porches and garages. If any room in the residence of appurtenant buildings has a sloping ceiling, no portion of the room measuring less than five (5) feet from the finished floor to the finished ceiling shall be included in any computation of the minimum floor area thereof. It is further provided that the placement on a lot of any dwelling including skirting shall be completed within six (6) months from the commencement thereof, act of God excepted.
9. DRAINAGE - The drainage of lot shall not be changed so as to materially affect the drainage of the surrounding lots. No rock, gravel or earth shall be excavated or removed from any property for commercial purposes.

10. SEWAGE FACILITIES - Outsewers 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.
11. COVENANTS - These covenants are created for the benefit of all present and future owners of this property as well as the present and future owners of the adjacent properties being developed by the above-mentioned owners. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of these covenants are recorded, at which time they shall be automatically continued in force for successive periods of ten (10) years, unless, by filing with the County Clerk of Otero County, New Mexico, an appropriate instrument signed by the owner or owners of 51% of the total number of acres in said real estate and the adjacent Sunset Acres subdivision.
12. Invalidation of any one of these covenants will in no way affect any of the other provisions hereof, which shall remain in full force and effect.

DATE: 11/18/51

Roy Tucker, Jr.
Roy Tucker, Jr.

Clarence Ila Tucker
Clarence Ila Tucker

Tommy E. Braziel
Tommy E. Braziel

Lila Jean Braziel
Lila Jean Braziel

STATE OF NEW MEXICO)
)SS
COUNTY OF OTERO)

On this 18 day of November, 1951, before me personally appeared Roy Tucker, Jr., Clarence Ila Tucker, Tommy E. Braziel and Lila Jean Braziel, known to me to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and seal the day and year last above written.

[Signature]
Notary Public

MY COMMISSION EXPIRES: _____

SCHEDULE OF COMPLIANCE

Roy Tucker, Jr. and Tom E. Brazier agree to satisfy all County regulations and requirements concerning the matters set out below on the stated dates.

1. WATER QUALITY

N/A

2. WATER SUPPLY

N/A

3. LIQUID WASTE DISPOSAL

N/A

4. SOLID WASTE DISPOSAL

N/A

5. TERRAIN MANAGEMENT

Roads will be constructed and gravel-surfaced NLT 6/31/87. Overhead power will be furnished as follows: (1) Lots 1, 52, 31-44, 13, NLT 12/31/87; (2) Lots 2-12 and 45-51, NLT 12/31/88; (3) Lots 14-30 and 53-55, NLT 12/31/89.

6. HIGHWAY ACCESS

N/A

7. MISCELLANEOUS

N/A

Date: _____

APPROVED:



STATE OF NEW MEXICO
OTERO COUNTY

FILED FOR RECORD IN MY OFFICE

THIS 2 day of July 19 87

at 9:00 o'clock A.M. and duly recorded

in Book No. 628 Page 265-271

the County of Otero County, New Mexico

Andrew C. Wysham

County Clerk, Otero County, New Mexico

Robyn M. Silva

Bill Dabbs
Otero County Board of Commissioners
Lila Jean Brazier
Tommy F. Brazier
Subdivider
Clarence Lila Tucker
Roy Tucker Jr.
Subdivider

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