

RESTRICTIVE COVENANTS

WHEREAS, Paul Blankenship and Verna Blankenship, husband and wife, are the owners of SUNSET VIEW UNIT 1, Otero County, New Mexico;

WHEREAS, said above named parties desire to place certain restrictions in regard to the buildings and improvements to be placed on portions of the above described real estate, and activities which may be conducted on said real property, or portions thereof, as follows, to-wit:

The residential area restrictive covenants in their entirety shall apply to Lots 1 through 23, of Sunset View Unit 1, 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. No single lot or tract as shown on the subdivision may shall be re-subdivided by anyone except the original developer.
2. No swine of any kind shall be kept on any portion of said Real Estate. One head per acre of other livestock will be allowed, as long as their maintenance on the property does not become a nuisance or offensive to adjacent land owners, whether by reason of noise, odor or otherwise. All pens or corrals for such animals shall be located to the rear of the lot and be built no closer than 50 feet to the adjacent lots.
3. 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. 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. "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 a mobile home is placed on a lot in

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5. (cont'd)
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.
6. All dwellings on said lots shall have a minimum floor area of not less than 720 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.
7. The drainage of a 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.
8. Lot owners are responsible for building adequate drainage structures, acceptable to Otero County, in all driveway connections with county roads.
9. 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.
10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. Votes shall be counted on the basis of one (1) vote for each lot owned.
11. All of the restrictive covenants contained herein are for the benefit of any and all owners of land within the boundaries of said real estate, and if any person or persons violate or attempt to violate any of said covenants, then it should be lawful for any other persons owning land within said boundaries to prosecute any proceedings at the law or in equity to recover damages or to enjoy such act, and to have any and all further legal and equitable relief.

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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: 2-20-89

Paul Blankenship
Paul Blankenship

Verna Blankenship
Verna Blankenship

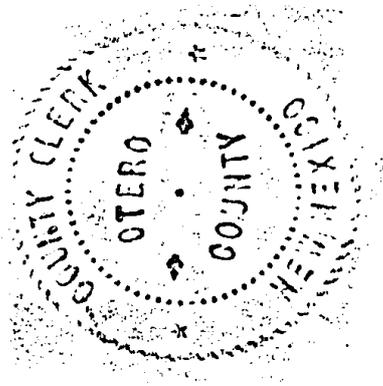
STATE OF NEW MEXICO)
)SS
COUNTY OF OTERO

On this 2nd day of February, 1989, before me personally appeared Paul Blankenship and Verna Blankenship, to me known 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.

Becky Sims
Notary Public

My Commission Expires: 4-5-89



STATE OF NEW MEXICO } S.S.
OTERO COUNTY }
FILED FOR RECORD IN MY OFFICE
This 21 day of February 1989
At 10:00 o'clock A M and duly recorded
in Book No. 664 Page 863-865
the records of Otero County, New Mexico
Dianna J. Duran
County Clerk, Otero County, New Mexico
By Rolando M. Silva Deputy

#1335