

Restrictive Covenants, The Prairie Phase One

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OTERO COUNTY, ROBYN HOLMES COUNTY CLERK PAGE 1 OF 2

Restrictive Covenants

The Prairie Subdivision Phase One

WHEREAS, Scott Family Investments, LLC is the owner of the following described real estate in Tularosa, Otero County, New Mexico, to wit:

Lots One (1) through Twenty Six (26) inclusive, The Prairie Subdivision Phase One to the City of Tularosa, New Mexico, according to the plat thereof filed for record on the ___ day of ___, 2007 in the office of the County Clerk of Otero County, New Mexico;

Said owner above named desires to place certain restrictions in regard to the buildings and improvements thereon and other matters as herein-after after set out upon and against the property in the Subdivision as shown on the filed plat:

- (a) All lots in the tract shall be known and described as single family residential lots and no structure shall be erected or placed on any such lot other than one new double-wide manufactured home ground set and on permanent foundation.
- (b) If a vacant lot is purchased, only a double-wide, new manufactured home, ground set and on permanent foundation may be placed on the lot.
- (c) No residential lot shall be re-subdivided.
- (d) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of this subdivision.
- (e) Any buildings added to the lot must have a Tularosa Village Building Permit.
- (f) No tent, shack, garage, barn, outbuilding, or mobile home not placed on a permanent foundation shall at any time be used as a residence temporarily or permanently; nor shall any residence of a temporary character be erected or permitted on any part of the subdivision.
- (g) No old or second-hand building shall be moved onto any lot in the subdivision.
- (h) Recreational vehicles may not be connected to water or power.
- (i) Only one (1) family unit is permitted to reside in each home.
- (j) Fencing in the front may not be higher than Forty (40) inches.
- (k) All parked cars must have current registration and may not be parked on the front yard.
- (l) Household pets are allowed but must be contained. No pit-bull, rotweiler dogs are allowed. Kenneling is not permitted. Livestock and poultry are not allowed.
- (m) No business other than a home-based business shall be permitted.
- (n) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.
- (o) The Subdivision Committee composed of the owner /developer and up to twenty-five percent (25%) of the property owners, shall be invested with authority to enforce these restrictive covenants for the benefit of all property owners by legal action or other means. After 75 percent of properties are purchased, the

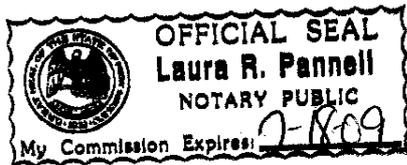
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owner/developer will relinquish his rights as a subdivision committee representative.

- (p) These covenants will run with the land and shall be binding on all parties and all persons claiming under them until ten (10) years from today's date. They may automatically be continued in force for successive periods of ten (10) years.

PRAIRIE SUB-DIVISION
SCOTT FAMILY INVESTMENTS

[Signature]
B.R. SCOTT GEN. PARTNER



[Signature]

