# RESTRICTIVE COVENANTS
# OF
# TIMBERON SUBDIVISION, UNIT-5

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED, NORTH AMERICAN LAND DEVELOPMENTS, INC., a New Mexico Corporation, the sole owner of a portion of Sections 25, 26, 35 and 36, Township 19 South, Range 12 East, N.M.P.M., Otero County, New Mexico, the same being the real property now duly platted as TIMBERON SUBDIVISION, UNIT-5, as shown by the Plat thereof filed in the office of the County Clerk and Ex-officio Recorder of Otero County, New Mexico, on the 14th day of May, 1971;

HEREBY MAKES THE FOLLOWING DECLARATION as to limitations, restrictions and uses to which the lots and/or tracts constituting said Subdivision may be put,

HEREBY SPECIFYING that said declarations shall constitute covenants to run with all of the land, as provided by Law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said Subdivision, this declaration of restrictions being designed for the purpose of keeping said Subdivision desirable, uniform and suitable in architectural design and use as herein specified, whether or not the same are embodied in the conveyance or other instrument affecting title thereto:

A.

All lots in the said TIMBERON SUBDIVISION, UNIT-5, according to the survey and Plat thereof, are hereby designated as "Residential Area". None of the lots shall be re-subdivided.

B.

No structure shall be erected, altered, placed or permitted to remain on any residential building lot, other than one detached single family dwelling and a private garage and garden structure such as are ordinarily used in connection with a single-family residence.

C.

No building shall be located on any lot nearer than fifty (50) feet to the front-lot line. No building shall be located on any lot nearer than ten (10) feet to any side-street line, nor nearer than ten

(10) feet to any side-lot line. No buildings shall be located on any lot nearer than ten (10) feet to the rear-lot line. Provided however, nothing herein contained shall be construed to prevent the use of one building site of two or more lots. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided however, this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Guest houses are permitted, provided they are attached to the main house with a breeze-way.

D.

No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be erected or permitted to remain. Contractors may use a temporary building during the course of construction.

E.

Minimum ground-floor area, exclusive of porches and garages, shall not be less than eight-hundred (800) square feet. Construction, once commenced, must be completed as to the exterior within one (1) year.

F.

No old or second-hand buildings shall be moved on any lot in the Subdivision (Unit-5) without the approval of the Architectural Control Committee of TIMBERON SUBDIVISION, and no second-hand materials shall be used in the construction of any building thereon. No residence of any kind of what is commonly known as "boxed" or "sheet metal" construction shall be built in said Subdivision unless the same shall be covered upon all its outside walls with stucco, brick, stone or other veneer material.

G.

No building or fence shall be erected on any lot until plans and specifications and plot plan have been approved by the Architectural Control Committee of TIMBERON SUBDIVISION. In no case shall barbed wire or chicken wire be used as fencing material.

H.

The Architectural Control Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails, within thirty (30) days after plans and specifications have been submitted to it, to approve or disapprove the same, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, written approval will not be required, and the related covenants shall be deemed to have been fully complied with.

I.

No outdoor-type toilet shall be erected or maintained, and all toilets shall be located inside the principal building and shall be connected with proper septic tanks that conform with state and county health laws and regulations. Each property owner will supply his property with a garbage can of not less than twenty (20) gallons capacity, together with cover. Garbage will be disposed of in accordance with the regulations of the State of New Mexico Department of Health.

J.

Butane tanks and water storage tanks must conform to state regulations and will be located so as not to detract from the appearance of the lot.

K.

No brush, trash, or other material shall be burned, except in compliance with the fire regulations of the Lincoln National Forest.

L.

Live trees having a diameter of eight (8) inches or more may not be removed without the written consent of the Architectural Control Committee.

M.

No commercial activity shall be carried on in the hereinabove designed "Residential Area", except for the sale of real property constituting the Subdivision. No signs shall be displayed in said "Residential Area", except that occupants may post "for sale" or "name" signs.

N.

Horses, dogs, cats, or other household pets may be kept, provided they are not used for any commercial purposes. Stables, corrals, and pet shelters shall be located only to the rear of the principal dwelling. The said premises shall at all times be kept clean and sanitary by frequent and proper removal and disposal of manure and other refuse. No other animals or poultry of any kind shall be bred, raised, or kept upon any lot.

O.

The Subdivider, NORTH AMERICAN LAND DEVELOPMENTS, INC., and every person hereinafter having any right, title or interest in any lot in the said Subdivision, shall have the right to prevent or stop violation of any of the said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violation.

P.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them. These covenants and restrictions may be amended by a vote of fifty-one (51%) per cent or more of the property owners. Record owners of the lots shall be entitled to one vote for each lot as shown on the recorded Plat. Any owner who desires to call an election for the purpose of suspending or amending all or any part of these protective covenants and restrictions in accordance with the foregoing provisions shall request such election by written notification to the Subdivider and all record owners of lots within the Subdivision.

Q.

Failure to enforce any restriction, condition, covenant, or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. In the event any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any of the other covenants, conditions or restrictions which shall remain in full force and effect.

IN WITNESS WHEREOF, We have set our hands and seals this 5th day of June, 1971.

NORTH AMERICAN LAND DEVELOPMENTS, INC.

ATTEST: [signature]
ASSISTANT SECRETARY-TREASURER

BY: [signature]
VICE-PRESIDENT

STATE OF NEW MEXICO )
)ss.
COUNTY OF LINCOLN )

THE FOREGOING INSTRUMENT was acknowledged before me this 5th day of June, 1971, by JOHNNY F. MOBLEY, Vice-President of NORTH AMERICAN LAND DEVELOPMENTS, INC., a New Mexico Corporation, for and on behalf of said Corporation.

NOTARY PUBLIC

My commission expires: 11-25-72

STATE OF NEW MEXICO }
OTERO COUNTY } SS.
FILED FOR RECORD IN MY OFFICE
This 7 day of June 19 71
At 12:25 o'clock P. M. and duly recorded
in Book No 376 Page 800-03 of
the records of Otero County, New Mexico.
Ruth Roberts
County Clerk, Otero County, New Mexico
By Elizabeth Wiets Deputy



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