

RESTRICTIVE COVENANTS

VALLEY VIEW SUBDIVISION -- UNIT NO. 1.

WHEREAS, DUNCAN CAMPBELL and EUGENIE G. CAMPBELL, his wife, are the owners of the following described real estate in Otero County, New Mexico:

The South 570 feet of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26, and the North 50 feet of the West half of the NW $\frac{1}{4}$ of Section 35, all in Township 15 South, Range 10 East, N.M.P.M., commonly known as VALLEY VIEW SUBDIVISION, UNIT 1;

AND WHEREAS, the said DUNCAN CAMPBELL and EUGENIE G. CAMPBELL, his wife, desire to place certain restrictions upon and against all the real property embraced within the boundaries of the above described property, pertaining to buildings, improvements and matters thereupon;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, the above owners hereby declare and agree with all future purchasers of any and all lots and parcels of real estate embraced within the boundaries of the above mentioned property, that the following restrictive covenants do hereby apply and that all conveyances of any lot, parcel of land, or lots therein, shall be subject to certain restrictions, as follows:

1. No parcel of land shall be resubdivided into any lot having an area of less than 6000 square feet, or a width of less than 60 feet, at any front building line.

2. No residence of a permanent structure shall be placed on any lot having an area of less than 6000 square feet.

3. Each residence or mobile home must be placed on a tract or lot having at least 6000 square feet.

4. No residence may be placed on any lot having a first floor area of less than 500 square feet, excepting mobile homes.

5. No mobile home shall be placed on any lot and used as a residence, that is not modern, with water flush toilet, shower, or both, and that does not have a minimum of 200 square foot floor area.

6. No structure of a temporary character, basement, tent, shack, barn, garage, or other outbuildings of any nature, shall be used on any lot at any time, as a residence, either temporarily or permanently.

7. No detached store room, workshop, clothes lines, or other structures shall be erected or permitted to remain on any lot nearer than 35 feet from the front lot line, or nearer than 15 feet to any side street.

8. No fences more than four (4) feet in height shall be constructed, planted, placed or permitted to remain on any lot nearer to any street than the building setback lines.

9. No old or second hand buildings shall be moved on any lot, unless it is completely renovated, repaired and repainted, within six months.

10. Any structure, once commenced, shall be completed as to exterior, in not more than one year from date of commencement.

11. No major excavating or quarrying is to be permitted on any lot.

12. On permanent residences or mobile homes, the minimum front setback shall be 25 feet, and the minimum side setback shall be 8 feet on interior lots. Separate garages or utility buildings at rear of residences or mobile homes, may show a minimum side setback of three feet from the interior property line. In the case of corner lots, the minimum side setback from the street shall be 15 feet.

13. On all lots within this tract, provisions shall be made so that all garbage cans and other trash containers, shall be placed at the rear of the lots, or in the alleys.

14. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may become an annoyance to the neighborhood.

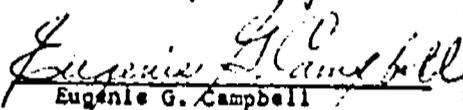
15. There shall not be any toilets on any lot that are not modern, or that do not have cesspool or septic tank.

These covenants and restrictions are to run with the land, and shall be binding on all parties and on all persons claiming under them, until ten (10) years, at which time they shall automatically continue in force for successive periods of five years each, unless discontinued at the end of the first or any subsequent five-year period, by a vote of fifty-one (51) per cent or more, of the then property owners, hereinafter provided. These covenants and restrictions, or any portion thereof, may, at such time, or times, be amended or terminated by a vote of fifty-one (51) per cent, or more, of the then property owners. In case any vote is called, the record owners of the lots shall be entitled to one vote for each lot or parcel of land.

Invalidation of any one of these covenants by judgment or court order, shall in nowise affect any of the provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said owners have caused this instrument to be executed this 26 day of August, 1960.


Duncan Campbell


Eugene G. Campbell

