

## RESTRICTIVE COVENANTS

WHEREAS GEORGE W. SIMON AND PATRICIA A. SIMON are the Owners of THE WARM COUNTRY ESTATES, located in Section 18, T17S, R10E, NMPM, Otero County, New Mexico.

And whereas, said Owners above named desire to place certain restrictions in regard to the building and improvements to be placed on portions of the above described real estate as follows: to-wit

1. No lot in this subdivision shall be subdivided in the future into lots less than 0.9 acre in size.

2. No dwelling structures shall be erected on any part of said real estate other than one detached single family dwelling and other outbuildings incidental to residential use and being located on not less than 0.9 acre of land. Homes shall be of a new permanent type construction and of a minimum habitable floor size of 1200 square feet (i.e., porches, garages and the like may not be included in the 1200 square foot minimum). Outbuildings are to be of a permanent type construction and shall be neat and attractive. To ensure that all residential buildings in this subdivision are of adequate quality of workmanship and materials, the minimum cost or fair market value of any dwelling in this subdivision shall not be less than \$30,000 based upon cost levels prevailing on the date these covenants are recorded.

3. No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time, as a residence, except that a trailer or mobile home may be so used during the time of construction of a permanent residence, provided that this time not exceed a period of one (1) year from the time that such construction commences.

4. No building shall be erected or permitted to remain on any lot of this subdivision nearer than 25 feet to any boundary line between any lot and any other lot owned by different persons, nor nearer than 25 feet to a front or rear property line.

5. No shelter or enclosure for the use of confinement of any animal, shall be erected or maintained closer than 50 feet to any boundary line between any lot and any other lot or between any portions of the above described lot owned by different persons.

6. No animal of any description shall be raised, housed, or kept on any lot; except that dogs, cats, domestic fowl, or other household pets shall be permitted. Provided, all animals kept on any lot must be property fenced, caged, or restrained from trespassing upon other premises, and shall not cause a nuisance to occupants of surrounding property through the emission of foul or noxious odors or by causing noise that will disturb the peace and quiet of other occupants of this subdivision. No animal shall be kept or raised on any lot for commercial purposes.

7. All sewage facilities shall consist of septic tanks, which shall be constructed in accordance with the rules and regulations of the New Mexico Department of Health, or other governmental agency having jurisdiction in the premises; and outhouses and cesspools are strictly prohibited. Septic tanks must be separated from owner's or existing neighbors' wells by at least the minimum distance required to comply with regulations of all governmental agencies having jurisdiction in the premises.

8. Lots shall not be occupied or used for any commercial or business purposes other than arts and crafts which can be performed within the residence building or an adjoining workshop, nor for any noxious or offensive activity, and nothing shall be done or permitted to be done on the lots which is a nuisance or might become a nuisance to the owner or owners of any of the surrounding lots including the disposal of trash and junked vehicles.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as indicated on the plat of this subdivision.

10. All of the Restrictive Covenants contained herein are for the benefit of any and all of the Owners of the lots within the boundaries of the subdivision, and shall enure to and pass with each and every lot of the subdivision, and shall bind the present Owners, their successors, executors, administrators and assigns and any other parties which may hereafter become owners of all or a part of any lot in the subdivision.

11. These covenants are to run with the land and shall be binding upon the present owners and all persons claiming under them, their heirs, successors, and assigns, for a period of twenty (20) years from the date these Restrictive Covenants are recorded, after which time said Restrictive 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 in the subdivision has been recorded agreeing to change said restrictions in whole or in part or releasing any

portion of the property in said subdivision from any one or more, or all, of said Restrictive Covenants.

12. Invalidation of any one of these covenants shall in nowise affect any of the other provisions hereof, which shall remain in full force and effect.

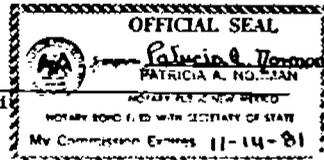
IN WITNESS WHEREOF, the said Owners have caused this instrument to be executed this 8 day of September, 1980.

BY: George W. Simon  
GEORGE W. SIMON  
Patricia A. Simon  
PATRICIA A. SIMON

STATE OF NEW MEXICO }  
                                  } SS  
COUNTY OF OTERO        } I

The foregoing instrument was acknowledged before me this 8 day of September, 1980, by George W. Simon and Patricia A. Simon.

Notary Public



STATE OF NEW MEXICO }  
OTERO COUNTY        } SS  
FILED FOR RECORD IN MY OFFICE  
This 10 day of Sept 1980  
At 8:40 o'clock 7 M. and duly recorded  
in Book No. 487 Page 555-57

the records of Otero County, New Mexico  
Margaret A. Sandley  
County Clerk, Otero County, New Mexico  
Patricia A. Norman  
Notary

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