

Bk 994 Pg 939

AMENDED RESTRICTIVE COVENANTS

WHEREAS, Normar Financial Partnership, Ltd., Baldomero Garcia and Delores A. Garcia, his wife, are the owners of all of the property within West Side Estates Subdivision, Otero County, New Mexico;

WHEREAS, said above-named parties desire to amend certain restrictions in regard to the buildings and improvements to be placed on 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 amended restrictive covenants in their entirety shall apply to Lots One (1) through Five (5) of West Side Estates Subdivision, Otero County, New Mexico.

AND WHEREAS, the said owners above named desire said real estate to be subject to and encumbered by certain Amended Restrictive and Protective Covenants.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the above-named owners hereby declare that the following Amended Restrictive 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 Amended Restrictive 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 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. Other livestock will be allowed as long as the maintenance on the property is not for commercial purposes and does not become a nuisance to adjacent landowners. All pens or corrals for such animals shall be built no closer than fifty (50) feet to 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. There shall be no commercial use of property within the boundaries of the subdivision. All property shall be utilized as residential property. Use of an office within the residence for business purposes shall not be deemed a commercial use under these covenants.
5. 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 one single family dwelling and out-buildings incidental to and consistent with single family residential use of the particular lot. Said out-buildings and residences shall not be constructed closer than twenty-five (25) feet to adjacent lots.

Bk 994 Pg 940

- 6. 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.
- 7. Lot owners of any properties served by a private easement or driveway connecting to a county road shall share equal responsibility for providing adequate drainage structures, acceptable to Otero County.
- 8. 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.
- 9. Use of wells shall be limited to household use, non-commercial trees, lawns and gardens not to exceed one (1) acre, and/or stock use.
- 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 amended restrictive covenants are recorded, after which time said amended 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 has been recorded agreeing to change said amended restrictive 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 amended 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 violates or attempts to violate any of said amended restrictive 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.
- 12. Invalidation of any one of these amended restrictive covenants will in no way affect any of the other provisions hereof, which shall remain in full force and effect.

Bruce G. Rodsky
 Bruce G. Rodsky
 General Partner
 Normar Financial Partnership, Ltd.

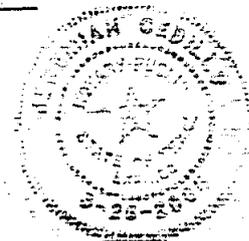
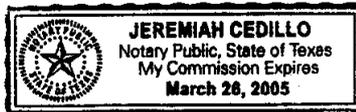
STATE OF Texas)
 COUNTY OF El Paso)^{ss}

On this 14th day of August, 2001, before me personally appeared Bruce G. Rodsky, General Partner of Normar Financial Partnership, Ltd., to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: 3/26/2005

Jeremiah Cedillo
 Notary Public



Bk 994 Pg 941

Baldomero Garcia
 Baldomero Garcia
 1200 S. Telshore Blvd.
 Las Cruces, NM 88011

Delores A. Garcia
 Delores A. Garcia
 1200 S. Telshore Blvd.
 Las Cruces, NM 88011

STATE OF NEW MEXICO)
)ss
 COUNTY OF DONA ANA)

On this 23rd day of August, 2001, before me personally appeared Baldomero Garcia, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal the day and year last above written.



[Signature]
 Notary Public

STATE OF NEW MEXICO)
)ss
 COUNTY OF DONA ANA)

On this 23rd day of August, 2001, before me personally appeared Delores A. Garcia, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and seal the day and year last above written.



[Signature]
 Notary Public



STATE OF NEW MEXICO, County of Otero, ss, Filed for record in my office this 5 day of September 2001, at 1:40 o'clock PM, and duly recorded in Book 994 Page 939 of the Records of said county. May D. Quinter by [Signature]

8874 941

County Clerk Deputy