

~~RESTRICTIVE COVENANTS~~
IMPOSED

13795

Upon Replat of Blocks Twelve (12), Thirteen (13), Twenty-Six (26) and Twenty-Seven (27), UNIT NO. 20, DEMING RANCHETTES, as recorded March 5, 1962.

Upon Replat of Blocks Eleven (11), Twelve (12), Twenty-Three (23) and Twenty-Four (24), UNIT NO. 19, DEMING RANCHETTES, as recorded March 5, 1962.

Upon Blocks One (1) to Eight (8), inclusive, UNIT NO. 13, DEMING RANCHETTES, as recorded March 5, 1962.

Upon Blocks One (1) to Four (4), inclusive, UNIT NO. 16, DEMING RANCHETTES, as recorded March 5, 1962.

Upon Blocks One (1) to Twenty-Five (25), inclusive, UNIT NO. 18, DEMING RANCHETTES, as recorded March 5, 1962.

Upon Blocks One (1) to Thirty-Six (36), inclusive, UNIT NO. 30, DEMING RANCHETTES, as recorded March 5, 1962.

All of the above are recorded in the Office of the County Clerk, Luna County, New Mexico.

The undersigned, Triple S Land Corp., Martin Atkin, Vice President, being the owners of tracts of land located in Sections 4, 5, 9 and 17, Township 24 South, Range 8 West, N.M.P.M.; and in Sections 14 and 23, Township 25 South, Range 10 West, N.M.P.M.; and in Section 1, Township 25 South, Range 8 West, N.M.P.M.; all being in Luna County, New Mexico, hereby declares the following Restrictive Covenants shall apply to that portion of said real estate as hereinbefore described:

1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars, except that guest houses or quarters for help may be detached and outbuildings required for housing of animals permitted.
3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of open porches and garages, shall be less than 600 square feet. Area of guest houses and service quarters may be less.
4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. Easements for installation and maintenance of utilities will be limited to 10 feet.
6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence nor shall any privy be permitted, except during construction. All construction shall be completed within six months from the date of commencement.

- 8. 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then lot owners of the lots has been recorded agreeing to change said covenants in whole or in part.
- 9. Enforcement shall be proceedings at law or in equity against any person or persons violative or attempting to violate any covenant either to restrain violation or to recover damages.
- 10. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.
- 11. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- 12. Raising, keeping or breeding of animals which may constitute a nuisance is forbidden, nor may swine be raised, kept or bred on any lot.
- 13. A two inch (2") tolerance variation is by reason of mechanical variances of construction allowable for minimum distance requirements from interior lot lines.

IN WITNESS WHEREOF, the undersigned have hereunder set their hands and seals this 9th day of March, 1962.

ATTEST:

TRIPLE S LAND CORP.

By: Lois Kenna
Assistant Secretary

By: Martin Atkin
Vice President

STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss

The foregoing instrument was acknowledged before me this 7th day of March, 1962, by Martin Atkin, Vice President of TRIPLE S LAND CORPORATION, an Illinois corporation, authorized to do business in New Mexico, on behalf of said corporation.

My Comm. Expires
October 6, 1963

E. Lorraine Brooks
Notary Public

STATE OF NEW MEXICO }
County of Luna } ss.

I certify that this instrument was filed for record at 3:00 P. M.

MAR 15 1962

and recorded in book 37 of Deeds
page 433-4
C. A. Hughes County Clerk
Ruth H. ... Deputy
Reception No. 13795