

## RESTRICTIVE COVENANTS IMPOSED

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorney-in-Fact, being owner of Sections 5 and 6, T26S, R7W, N.M.P.M., the N $\frac{1}{2}$  of Sections 7 and 8, T26S, R7W, N.M.P.M., and the N $\frac{1}{2}$ N $\frac{1}{2}$  of Section 20, T25S, R9W, N.M.P.M., all being located in Luna County, New Mexico, being platted, and plats accepted by the Luna County Commission and recorded in the Office of the County Clerk of Luna County as UNITS 116, 117, 118, 119 and 120, DEMING RANCHETTES, respectively, do hereby impose the following restrictive covenants upon the following designated properties.

Upon Blocks 7 to 24, inclusive, Unit 116, Deming Ranchettes, upon Blocks 1 to 18, inclusive, Unit 117, Deming Ranchettes, and upon all of Units 118, 119 and 120, Deming Ranchettes, the following:

### "SECTION V"

#### — SINGLE FAMILY DWELLING

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.
3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
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 a part of any 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 obnoxious 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. 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 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.
9. Animals except swine may be raised, kept or bred on any lot (See paragraph 6 above).
10. No fence or wall except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer the front street than the front setback line.
11. On corner lots, no side street fence or wall, except retaining walls of minimum height, shall be erected or allowed to remain nearer to the front street than the rear of the dwelling, nor nearer the side street than the property line.
12. MECHANICAL VARIANCE: A two inch (2") tolerance variation is by reason of mechanical variance of construction allowable for minimum distance requirements from interior lot lines.

Upon Blocks 1 to 6, inclusive, Unit 116, Deming Ranchettes, and Blocks 19 to 24, inclusive, Unit 117, Deming Ranchettes, the following:

### "SECTION VI"

#### — TRAILER UNITS

1. None of said land shall be subdivided, nor shall any trailer, mobile home or similar wheeled transportable dwelling unit be placed on any lot having an area of less than 21,780 square feet.
2. No tract shall be used except for residential purposes.
3. No trailer, mobile home or similar wheeled transportable dwelling unit 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.
4. Easements for installation and maintenance of utilities will be limited to 10 feet.
5. 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.
6. No structure of a temporary character, 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.
7. Owner shall be permitted to erect a covered, screened, or glassed patio which shall not exceed the square footage of the trailer or 240 square feet, whichever is larger.
8. An outside storage room or space will be permitted on each tract, but not to exceed 8 feet in height nor 80 square feet in area, and must be of painted block or block-stucco construction.
9. No more than one trailer may be used as a residence on any one tract.

The following apply to all of the above:

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 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.
11. Enforcement shall be by proceeding 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.
12. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

2

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal  
this 26<sup>th</sup> day of August 1970.

SELECT WESTERN LANDS INC.



Carter W. Kirk

Carter W. Kirk  
Attorney-in-Fact

STATE OF NEW MEXICO )  
County of Luna ) ss

On this 26<sup>th</sup> day of August 1970, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April, 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at Page 565, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June, 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

Dorothy A. Anderson

Notary Public

My Commission Expires: 6/14/73

STATE OF NEW MEXICO )  
County of Luna ) ss.

I certify that this instrument was filed for record at 2:20 P.M.

AUG 26 1970

and recorded in book 79 of Deeds  
page 1-2  
Ruth A. King County Clerk  
Deputy  
Reception No. 61655

S.W. 1/4