

RESTRICTIVE COVENANTS IMPOSED

The undersigned, Select Western Lands Inc., Carter W. Kirk, Attorney-in-Fact, do hereby withdraw the Restrictive Covenants imposed upon Units 121, 122, 123, 124, 125, 126, and 127 in the offices of the County Clerk of Luna County, New Mexico on July 26, 1971 at Pages 705 and 706 of Book 82 of Deeds, and do hereby impose upon said Units 121, 122, 123, 124, 125, 126, and 127, Deming Ranchettes, Section V of Recapitulation of Restrictive Covenants of Deming Ranchettes which is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned has hereunder set its hand and seal this 31st day of August, 1971.

SELECT WESTERN LANDS INC.

By: Carter W. Kirk

Attorney-in-Fact

STATE OF NEW MEXICO)

) ss

County of Luna)

On this 31st day of August, 1971, 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.

Lorinda J. 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 9:55 A.M.

AUG 31 1971

and recorded in book 83 of Deeds
page 83-5
James H. White County Clerk
Wm. Schultz Deputy
Reception No. 67315

SWL

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

On all plats of Deming Ranchettes filed after November 1, 1962, the use designation and restrictions will be shown as follows:

Single Family Dwelling (or R-1)		Commercial (or C-1)	
Multiple Dwelling (or R-2)		Heavy Commercial (or C-2)	
Professional—Apartment (or O-1)		Parks & Public Grounds	

On all plats of Deming Ranchettes filed prior to November 1, 1962, use designation and restrictions were denoted by legal descriptions. Below are listed the Restrictive Covenants and the tracts to which they apply:

SECTION I — HEAVY COMMERCIAL (or C-2): Blocks 8 & 9 — Unit No. 25 Block 3 — Unit No. 40

1. No improvement shall be placed upon the subject property, which shall be closer than 60 feet to the Columbus road or road fronting the property, or closer than 25 feet to the rear line. No improvement shall be closer than 25 feet to any other street, but may build to the property line on interior lot or description lines.
2. While said tracts may be used for residential purposes, no residence or commercial type building shall exceed one story or 14 feet in height.
3. The use for which any improvements upon the above described property shall be used shall be limited to service stations, garages, bowling alleys, plants in which manufacturing may be accomplished so long as the manufacturing constitutes the assembly of parts previously manufactured elsewhere, bars or cafes, or any professional type office or clinic or normal retail outlet and may include wholesale establishments.
4. No junk yards will be permitted, no outside storage of parts or products, and all trash shall be kept in sanitary containers.
5. No noxious or offensive activity shall be carried on nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
6. No residence may be constructed upon an area of less than 21,780 square feet.

SECTION II — COMMERCIAL (or C-1)

Tracts 18 to 25, incl., Block 6, Tracts 18 to 27, incl., Block 1	UNIT No. 1
Tracts 1 to 12, incl., & 35 to 46, incl., Block 1 Tracts 1 to 6, incl., & 41 to 46, incl., Block 12	UNIT No. 2
Tracts 1 to 6, incl., & 41 to 46 incl., Block 1	UNIT No. 3
All of BLOCK 24	UNIT No. 4
Tracts 17 to 22 incl., & 23 to 26, incl., Block 18 Tracts 10 to 24, incl., Block 19	UNIT No. 5
Tracts 17 to 22, incl., Block 12 Tracts 19 to 24, incl., Blocks 7, 8, 9, 10 & 11	UNIT No. 23
Tracts 8, 9 & 10, Block 8 and all of Block 9	UNIT No. 24
Tracts 12 to 33, incl., Block 13	UNIT No. 36

1. These lots may be used for commercial purposes which are retail in nature or of service in nature.
2. No junk yards may be established, no Body Repair of automobiles will be permitted except within confines of a building. No exterior storage of parts or products is permitted.
3. Particular reference is directed to Paragraph 6 under Section V below.
4. On referenced lots the building set-back shall be as follows:
 - a. No nearer front lot line than 50 feet.
 - b. No nearer rear lot line than 30 feet.
 - c. No nearer side line than 25 feet.
5. All trash, waste, etc., shall be stored in permanent container.
6. All other covenants under all other Sections not at conflict with Paragraphs 1 thru 5 above shall govern and be applicable.

SECTION III — PROFESSIONAL — APARTMENT (or O-1): None as of November 1, 1962.

1. No tract shall be subdivided, nor shall any apartment be constructed that shall exceed 200 feet in height above ground level, nor shall the ratio of any living unit containing kitchen and bath to ground area exceed one living unit to each 500 square feet of ground area.
2. If used for professional offices, professional offices shall be defined as:
 - a. Doctors, dentists, veterinarian with enclosed kennels, medical supplies, clinics, laboratories, hospitals, but not retail drug stores.
 - b. Real estate offices, manufacturers agents, lawyers, banks, mortgagee representatives, savings and loan associations, insurance, accounting, and advertising, engineering, architects and other professional services or offices.
 - c. Private clubs for meeting rooms, without sale of foods or liquids.
 - d. Private schools or professional training institutions.
3. Set-back lines for single-family dwelling or R-1 tracts obtain for permissive use under Paragraph 1 above.
4. Set-back lines for Commercial or C-1 tracts shall obtain for permissive use under Paragraph 2 above.

SECTION IV — MULTIPLE DWELLING (or R-2).

Tracts 18 to 21, incl., Block 2 Tracts 22 to 27, incl., Block 5 Tracts 16, 17, 26 and 27, Block 6 Tracts 1 to 17, incl., & 28 & 29, Block 1	UNIT No. 1
Tracts 1 to 14, incl., Block 2 Tracts 39 to 46, incl., Block 11 Tracts 7, 8, 39 and 40, Block 12 Tracts 13, 14, 33 and 34, Block 1	UNIT No. 2
Tracts 1 to 8, incl., Block 2 Tracts 7, 8, 39 and 40, Block 1	UNIT No. 3
Tracts 1 to 11, incl., Block 23	UNIT No. 4

Tracts 24 to 31, incl., Block 17	
Tracts 15, 16, 27, 28, 29 and 30, Block 18	
Tracts 9 and 25, Block 19	UNIT No. 5
Tracts 16 and 23, Block 12	
Tracts 18 and 25, of Blocks 7, 8, 9, 10 and 11	UNIT No. 23
Tracts 7 and 11 to 18, incl., Block 8	UNIT No. 24
Tracts 11 and 34, Block 13	
Tracts 23 to 33, incl., Block 14	UNIT No. 36

1. Lots may be used for single-family dwelling or multiple family dwelling, except that no more than a three family unit containing no less than 500 square foot around area per family unit excluding porches and garages may be erected or constructed on any lot.
2. All other covenants recited below in SECTION V and not in conflict with Paragraph 1 above shall apply.

SECTION V — SINGLE FAMILY DWELLING

(or R-1) which comprises all tracts filed prior to November 1, 1962, NOT listed above, and as designated on all plats filed after November 1, 1962.

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, caves, 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.

SECTION VI — TRAILER UNITS

(or T-1): All tracts in Units numbered 6, 38 and 48.

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.