

RESTRICTIVE COVENANTS IMPOSED

Upon Subdivision TOMORROW LAND ESTATES, located in the Southwest Quarter (SW $\frac{1}{4}$) of Section 24, Township 23 South, Range 9 West, N.M.P.M., Luna County, New Mexico, the Plat thereof recorded in the Office of the County Clerk of Luna County on September 27th, 1967.

The undersigned, JUNE HOLLOWAY, operating as a feme sole, dba TOMORROW LAND ESTATES, being the owner of a tract of land located in the Southwest Quarter (SW $\frac{1}{4}$) of Section 24, Township 23 South, Range 9 West, N.M.P.M., hereby declares the following restrictive covenants shall apply to the dedicated land known as TOMORROW LAND ESTATES, as follows:



Block "A"

Lots 1, 2, 3 and 4 shall remain commercial until further designated.

The following described real property:

Block "A"

Lots 5, 6, 7, 8 and 9

Block "B"

Lots 1 thru 29 inclusive

Block "C"

Lots 1 thru 42 inclusive

Block "D"

Lots 1 thru 10 inclusive

STATE OF NEW MEXICO }
County of Luna } ss.

I certify that this instrument was filed for record at 2:00 P. M.

DEC 28 1967

and recorded in book 72 of Seeds
page s 158-161

Ruth A. King County Clerk
Carmin J. Gonzalez Deputy
Reception No. 47386

shall have the following restrictive covenants imposed thereon:

1. None of the said land shall be subdivided.
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 1200 square feet, and a cost of not less than \$15,000.00.

4. No building shall be located on any building plot nearer than 50 feet to the front lot line, nor nearer than 20 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 a 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 25 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 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.

10. 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.

11. SIGNS: No sign of any kind shall be displayed to the public view of 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. No swine may be raised, kept or bred on any lot.

13. 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.

14. On corner lots, no side street fence or wall, except necessary 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.

15. 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.

16. No improvements shall be used for residential purposes before installation of permanent sanitary facilities such as septic tanks, cesspools or leach lines, in accordance with State requirements.

17. The keeping or raising of livestock (poultry, cattle, horses, pigs, goats, sheep, rabbits, etc.) shall not be permitted. However, these restrictions shall not prohibit an owner from keeping domestic pets (dogs, cats, etc.), provided these shall not become a nuisance to adjacent property owners.

18. No guest house or any portion of a dwelling may be rented. Nothing herein, however, shall prevent an owner from renting or leasing the entire dwelling unit to a single family.

19. House trailers shall be permitted only on the premises for occupancy during construction of residences, and these shall not be allowed for a period longer than six months.

20. All trailers for boating, camping, etc., shall be kept in a walled off area so they may not be noticeable from adjacent properties.

21. No buildings shall have metal roofs or siding nor be painted with metallic paint.

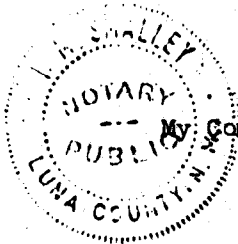
IN WITNESS WHEREOF, the undersigned has hereunder set her hand and seal this 29th day of December, A. D. 1967.

June Holloway
June Holloway,
dba TOMORROW LAND ESTATES.

STATE OF NEW MEXICO }
County of Luna } ss.

The foregoing instrument was acknowledged before me this 29th day of December, A. D. 1967, by June Holloway.

L. R. Smalley
Notary Public



My Commission Expires: 2/8/70.

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STATE OF NEW MEXICO }
County of Luna } ss.

I certify that this instrument was filed for
record at 4:50 P.M.

RESTRICTIVE COVENANTS IMPOSED

SEP 22 1969

and recorded in book 76 of Deeds
page 5222-5
Paula Anderson County Clerk
Blaine Anderson Deputy
reception No. 5737e

Upon Subdivision TOMORROW LAND ESTATES WEST, located in the Southeast Quarter (SE $\frac{1}{4}$) of Section 23, Township 23 South, Range 9 West, N.M.P.M., Luna County, New Mexico, the Plat thereof recorded in the Office of the County Clerk of Luna County, New Mexico on January 6th, 1969.

The undersigned, DEL MONICO PROPERTIES, INC., being the owner of a tract of land located in the Southeast Quarter (SE $\frac{1}{4}$) of Section 23, Township 23 South, Range 9 West, N.M.P.M., hereby declares the following restrictive covenants shall apply to the dedicated land known as TOMORROW LAND ESTATES WEST, as follows:

Block "E"

Lots 1 thru 25 shall remain commercial until further designated.

Block "F"

Lots 24 and 25 shall remain commercial until further designated.

Block "G"

Lots 24 and 25 shall remain commercial until further designated.

Block "H"

Lots 24 and 25 shall remain commercial until further designated.

Block "I"

Lots 24 and 25 shall remain commercial until further designated.

Lots 26 thru 48 - Mobile Homes, not less than 10' wide, and having not less than 500' under roof, shall be permitted. All Mobile Homes shall be on foundation, and closed in around foundation. Each lot shall be allowed one trailer per lot only.

The following described real property:

Block "E"

Lots 26 thru 48

Block "F"

Lots 1 thru 23, and Lots 26 thru 48

Block "G"

Lots 1 thru 23, and Lots 26 thru 48

Block "H"

Lots 1 thru 23, and Lots 26 thru 48

Block "I"

Lots 1 thru 23

shall have the following restrictive covenants imposed thereon:

1. None of the said land shall be subdivided.
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 1200 square feet, and a cost of not less than \$15,000.00.
4. No building shall be located on any building plot nearer than 50 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 a 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 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 25 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 changing said covenants in whole or in part.

9. 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.

10. 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.

11. SIGNS: No sign of any kind shall be displayed to the public view of 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.

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18. No guest house or any portion of a dwelling may be rented. Nothing herein, however, shall prevent an owner from renting or leasing the entire dwelling unit to a single family.

19. House trailers shall be permitted only on the premises for occupancy during construction of residences, and these shall not be allowed for a period longer than six months.

20. All trailers for boating, camping, etc., shall be kept in a walled-off area so they may not be noticeable from adjacent properties.

21. No buildings shall have metal roofs or siding, nor be painted with metallic paint.

IN WITNESS WHEREOF, the above named corporation has caused the above to be signed in its name and on its behalf by its President, and by its Secretary, and its corporate seal to be hereto affixed on the 20th day of September, A. D. 1969.

DEL MONICO PROPERTIES, INC.

By Joseph L. Walker, Jr.
President

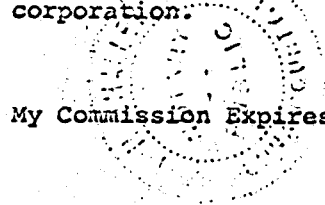
ATTEST:

[Signature]
Secretary

SEAL

STATE OF NEW MEXICO)
County of Luna) ss.

The foregoing instrument was acknowledged before me this 20th day of September, 1969, by Joseph L. Walker, Jr., President of Del Monico Properties, Inc., a corporation, on behalf of said corporation:



[Signature]
Notary Public

My Commission Expires: 2/8/70.