Filed for Record Dec. 21, A. D. 1961, at 1:44 P. M. C. R. Hughes, County Clerk By Ruth King, Deputy Bk. 37 Deeds Pg. 99-100

RESTRICTIVE COVENANTS IMPOSED

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Upon blocks 1 to 19, inclusive, Unit No. 5, Deming Ranchettes, as recorded December 4, 1961, Luna County, New Mexico.

The undersigned, Triple S Land Corp., Martin Atkin, Vice-President, being the owners of a tract of land located in Section 25, Township 24 South, Range 8 West, N.M.P.M., In Luna County, New Mexico, hereby declares the following restrictive Covenants shall apply to that portion of said real estate as hereinafter described:

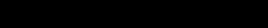
All of Blocks Numbered 1 to 16, inclusive, and Lots numbered 1 to 23, inclusive and 32 to 46, inclusive, in Block Numbered 17, and Lots Numbered 1 to 14, inclusive, and 31 to 42, inclusive in Block Numbered 18, and Lots Numbered 1 to 8, inclusive and 26 to 33, inclusive, in Block Numbered 19.

- 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 neight 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 a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encreach upon inother lot.
- 5. Easements for installation and maintenance of utilities will be limited to 10 feet.
- C. 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 innoyance or nuisance to the neighborhood.
- 7. No structure of a temporary character, trailer, basement, tent, shack, gar ge, barn or other outbuilding shall be used on any lot at anytime 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 coven into are to run with the land and shall be binding on

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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 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 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



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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 in 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.

The undersigned, identified above, further declare the following Restrictive Covenants shall apply to that portion of said real estate as hereinafter described:

Lots 24 to 31, inclusive, in Block Numbered 17; Lots 15, 16, 27, 28, 29, 30 in Block Numbered 18; Lots 9 and 25 in Block Numbered 19.

- 16. 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 ground area per family unit excluding porches and garages may be erected or constructed on any lot.
- 17. All other covenants recited above and not in conflict with paragraphs 16 above shall apply.

The undersigned, identified above, further declare the following Restrictive Covenants shall apply to that portion of said real estate as hereinafter described:

Lots 17 to 22, inclusive, and 23 to 26, inclusive, in Block Numbered 18. Lots 10 to 24, inclusive, in Block Numbered 19.

- 18. These lots may be used for commercial purposes which are retail in nature or of service in nature.
- 19. 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.
- 20. Particular reference is directed to paragraph 6 above.
- 21. On referenced lots the building set-back shall be as follows:

A. No nearer frontlot line than 50 feet. B. No nearer rear lot line than 30 feet. C. No nearer side line than 25 feet.

- 2. All trash, waste, etc., shall be stored in permanent containers.
- 23. All other covenants not at conflict with paragraphs 18 thru 22 above, shall govern and be applicable.

IN WITNESS WHEREOF, The undersigned have hereunder set their hands and seals this <u>1946</u> day of December, 1961.

TRIPLE S LAND CORP. By Low Frenna Secretary

Upon Units 94, 95, 96, 97, 98, 99, 102, 103, 106, and 107, DEMING RANCHETTES, as recorded August 26, 1969, and Unit 100, DEMING RANCHETTES, as recorded September 9, 1969, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorneyin-Fact, being owner of tracts of land located in Section 33, Township 23 South, Range 6 West, N.M.P.M., and Sections 2, 4, 5, 8, 11, 15, 17, 18, 19, 20, 31, Township 24 South, all Range 6 West, N.M.P.M., and Section 4, Township 25 South, Range 6 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in Recapitulation of Restrictive Covenants on Deming Ranchettes which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 32 me day of September, 1969.

SELECT WESTERN LANDS INC.

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Carter W. Kirk Attorney-in-Fact

STATE OF NEW MEXICO)) ss

County of Luna

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On this day of September, 1969, 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.

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My Commission Expires: 6/14/73

STATE OF NEW MEXICO SS. County of Luna SS. I certify that this instrument was filed for record at 3750 M.

SEP 22 1969

And recorded in book 76 of Acide Faires 215-17 County Clerk Ladow Tord Share reception No. \$7271

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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)	ררירירו (or C-1)
Multiple Dwelling (or R-2)	
Professional-Apartment (or O-1)	
On all plats of Deming Ranchettes filed prior to November 1, 1962.	use designation and restrictions were denoted by legal description

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
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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 SectionV 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 convenants 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, inck, Block 17 Tracts 15, 16, 27, 28, 29 and 30, Block 18 Tracts 9 and 25, Block 19 Tracts 16 and 23, Block 12 Tracts 18 and 25, of Blocks 7, 8, 9, 10 and 11 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 crected 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 Novem her 1, 1962.

UNIT No. 5

UNIT No. 23

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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 be-come 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 any time as a residence nor shall any privy be permitted, except during construction. All construction shall be completed within 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 be-come 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. period

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.

Upon Units 101 and 104, DEMING RANCHETTES, as recorded September 24, 1969, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorneyin-Fact, being owner of tracts of land located in Sections 3, 4, 13 and 24, Township 24 South, Range 6 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in Recapitulation of Restrictive Covenants on Deming Ranchettes which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this <u>set the</u> day of September, 1969.

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SELECT WESTERN LANDS INC.

Carter W. Kirk Attorney-1n-Fact

STATE OF NEW MEXICO)) ss County of Luna)

On this $\cancel{44-2}$ day of September, 1969, 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 Corporatin 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 Attorneyin-Fact in behalf of said Corporation.

Dereity J. anderson

My Commission Expires: 6/14/73

STATE OF NEW MEXICO County of Luna SS: I certify that this instrument was filed for record at <u>145 P</u> M.

SEP 24 1969

and recorded in book 76' of Accded pages 240-2 County Clerk Aladyse Hollofting Reception No. 57309

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)
Gultiple Dwelling (or R-2) Image: Control of the second seco	
Professional-Apartment (or O-1)	
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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 SectionV 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 convenants 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.

UNIT No. 1

UNIT No. 2

UNIT No. 3

UNIT No. 4

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 Tracts 3 to 14, incl., Block 2 Tracts 39 to 46, incl., Block 11 Tracts 7, 8, 39 and 40, Block 1 Tracts 7, 8, 39 and 40, Block 1 Tracts 7, 8, 39 and 40, Block 1 Tracts 1 to 11, incl., Block 23

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

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(or R-1) which comprises all tracts filed prior to November 1, 1962, NOT listed above, and as designated on all plats filed after Novem ber 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, 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 be-ne 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. Ali 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 live 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 an the front setback line. th

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 r minimum distance requirements from interior tot 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 be-me 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.

RESTRICTIVE COVENANTS IMPOSED

Upon Units 108 and 109, DEMING RANCHETTES, as recorded September 9, 1969, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorney-in-Fact, being owner of tracts of land located in Sections 5 and 6, Township 26 South, Range 9 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Section VI of Recapitulation of Restrictive Covenants of Deming Ranchettes shall apply. The said Recapitulation of Restrictive Covenants is attached herets or denote a part hereof of Restrictive Covenants is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this and and day of September, 1969.

SELECT WESTERN LANDS INC.

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STATE OF NEW MEXICO

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County of Luna

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On this <u>A</u> day of September, 1969, 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 be-half of said Corporation. half of said Corporation.

Notary Public

11

My Commission Expires: 6/14/73

STATE OF NEW MEXICO I certify that this instrument was filed for record at 3.15P. M.

SEP 22 1969

and recorded in book <u>76</u> of <u>Sec. 12</u> pares <u>218-20</u> <u>Gutt & Franc</u> County Clerk States The stars Deputy <u>County</u> <u>County</u> Deputy

S.a. Xando

On all plats of Deming Ranchettes filed after November 1, 1962.	
Single Family Dwelling (or R-1)	להלהלילה הההרהותון בההההיהות
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, Below are listed the Restrictive Covenants and the tracts to which the	use designation and restrictions were denoted by legal descriptio

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. Farticular reference is directed to Paragraph 6 under SectionV 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 convenants 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 - MULTIPI E 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 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 7, 8, 39 and 40, Block 1

 UNIT No. 3

 Tracts 1 to 8, incl., Block 2

 Tracts 1 to 11, incl., Block 23

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 crected 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 Novem ber 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 quare feet.

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.
 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 house 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 perinitted.

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.

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BESTRICTUE	COVENANTS IMPOSED	
Upon Unit 110, DEMING RANCHETTES, a New Mexico.	as recorded February 6, 1970, Luna County,	
Fact, being owner of tracts of land South, Range 6 West, N.M.P.M., all declare Section VI of Recapitulatio	NDS INC., Carter W. Kirk, Attorney-in- d located in Section 31, Township 24 in Luna County, New Mexico, hereby on of Restrictive Covenants of Deming Recapitulation of Restrictive Covenants hereof.	
IN WITNESS WHEREOF, the undersign this $\frac{1}{\sqrt{2}}$ day of February	ned has hereunder set his hand and seal 1970.	
	SELECT WESTERN LANDS_INC.	
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Torration to	Carterwann	
	Carter W. Kirk Attorney in-Fact	
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STATE OF NEW MEXICO)		
County of Luna) ss		
and appoint weber rock and appoint	ry 1970, before me personally known to ted Attorney-in-Fact and by a certain	
power of attorney executed by the P SELECT WESTERN LANDS INC., a New Me the 10th day of April, 1965, and re Clerk of Luna County, New Mexico, o Two. Power-of-Attorney Record, at P Clerk of Torrance County, New Mexic Book 162, Miscellaneous Reocrds, at the same person who executed the fo in behalf of SELECT WESTERN LANDS I	President and Assistant Secretary of exico Corporation bearing the date of ecorded in the Office of the County on the 26th day of May, 1965, in Book Page 565, and in the Office of the County co, on the 1st day of June, 1965, in to Page 20, the said CARTER W. KIRK, being pregoing instrument as Attorney-in-Fact INC., a corporation, and acknowledged	
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In all plats of Deming Ranchettes filed after November 1, 1962	, the use designation and restrictions will be shown as follows:
ingle Family Dwelling (or R-1)	ירידייין דרידיין (or C-1)
Aultiple Dwelling (or R-2)	Heavy Commercial (or C-2)
	6 50161 3.126

Professional-Apartment (or O-1) Parks & Public Grounds Activity of Deming Ranchettes filed prior to November 1, 1962, use designation and restrictions were denoted by legal description 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 front-ing 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 pre-viously 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 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
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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 e terior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under SectionV 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 convenants 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

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 store

b. Real estate offices, manufacturers agents, lawyers, banks, mortgagee representatives, savings and loss associations, insurance, ac-ating, 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, 6, 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

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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	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

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 crected or constructed on any lot.
 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 Novem ber 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 gquare feet.

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.
 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.

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.
 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 shal any trailer, mobile home or similar wheeled transportable dwelling unit be placed on any lot having an area of less than 21,780 square seet.

2. No tract shall be used except for residential purposes.

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.
 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 pennitted.

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.
 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.

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 govenant either to restrain violation or to recover damages.

Upon UNITS 111, 112 and 113, Deming Ranchettes, as recorded February 6, 1970. Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorney-in-Fact, being owner of tracts of land located in Sections 32, 34 and 35, Township 24 South, Range 6 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in Recapitulation of Restrictive Covenants on Deming Ranchettes which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this _____ day of February, 1970.

STATE OF NEW MEXICO County of Luna

On this day of February 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 Bge 20, the said CARTER W. KIRK, being the same person who executed the Dregoing 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. said Corporation.

SS

Notary Public

SELECT WESTERN LANDS INC.

Carter W. Kirk Attorney in Fact

My Commission Expires: 6/14/73

STATE OF NEW MEXICO SS. County of Luna I certify that this instrument was filed for record at _____P.M.

. . . . FEB 1 61970

and recorded in book 77 of Muda page 2779 County Clerk KIXI BALLALS FYL LUTDeputy Reception No. 159393

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RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

On all plats of Deming Ranchettes filed after November 1, 1962.	
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 front-ing 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 pre-viously manufactured elsewhere, bars or cafes, or any professional type office or clinic or surmal 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 nozious or offensive activity shall be carried on nor shall anything be done thereon which may be or may become an annoya 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. 56

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 ex-terior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under SectionV 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 convenants 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 subd.vided, 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

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, ac-counting, 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,

5. Set-back lines for single-family dwelling or R-1 tracts obtain for permissive use under Paragraph I 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 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 Tracts 1 to 8, incl., Block 2 Tracts 7, 8, 39 and 40, Block 1 Tracts 1 to 11, incl., Block 23

UNIT No. 1

UNIT No. 2 UNIT No. 3 UNIT No. 4

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Tracts 24 to 31, inck, Block 17 Tracts 15, 16, 27, 28, 29 and 30, Block 18 Tracts 9 and 25, Block 19 Tracts 16 and 23, Block 12 Tracts 18 and 25, of Blocks 7, 8, 9, 10 and Tracts 7 and 11 to 18, incl., Block 8 Tracts 11 and 34, Block 13 Tracts 23 to 33, incl., Block 14

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 Novem ber 1, 1962.

UNIT No. 5

UNIT No. 23

UNIT No. 24

UNIT No. 36

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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 orches 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 be-come an annovance 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 or 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 be-come an anooyance 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 ovenant 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.

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Upon Units 49, 89 and 90, DEMING RANCHETTES, as recorded December 23, 1968 and December 31, 1968, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorneyin-Fact, being owner of tracts of land located in Section 16, Township 25 South, Range 9 West, N.M.P.M., and Sections 11, 17 and 20, Township 26 South, Range 9 West, N.M.P.M., Luna County, New Mexico, hereby declare Restrictive Covenants as contained in <u>Recapitulation of</u> <u>Restrictive Covenants on Deming Ranchettes</u> which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plats of said property in accordance with the legends shown on said plats.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this $\underline{\mathcal{I}}^{\text{def}}$ day of January, 1969.

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		By:	Ca	Carter Attorne	O W. Kin W-in-Fi	rk act	 -
STATE OF NEW MEXICO County of Lung)))	88					

On this 9^{-1} day of January, 1969, 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 Attorneyin-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 J. ander Notary Public

My Commission Expires: 6/14/69

STATE OF NEW MEXICO County of Luna SS. I certify that this instrument was file record at <u>f: 00</u> P.M.

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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)	
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 front-ing 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, owling alleys, plants in which manufacturing may be accomplished so long as the manufacturing constitutes the assembly of parts pre-ously manufactured elsewhere, bars or cafes, or any professional type office or clinic or normal retail outlet and may include wholesale iously manu

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 r 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)

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	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
hese lots may be used for	commercial purposes which are retail in nature or of	•

2. No junk yards may be established, no Body Repair of automobiles will be permitted except within co terior storage of parts or products is permitted. afines of a b silding. No e

3. Particular reference is directed to Paragraph 6 under SectionV 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.

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5. All trash, waste, etc., shall be stored in permanent container.

6. All other convenants 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

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, ac-counting, 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,

S. 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 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 Tracts 1 to 11, incl., Block 23

UNIT No. 1

UNIT No. 3 UNIT No. 4

Tracts 24 to 31, inck, 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

I. 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 Novem ber 1, 1962.

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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 pare 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 orches 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 be-me an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shark, garage, barn or other outbuilding shall be used on any lot any time as a residence nor shall any privy be permitted, except during construction. All construction shall be completed within 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 an 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 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 ou 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 be-me 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 240 square feet, whichever is larger. -----

8. An outside storage room or space will be permitted on each tract, but not to exceed 0 fect in height nor 80 square feet in area, and ast 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 wenant either to restrain violation or to recover damages.

12. Invalidation of any one of these covenants by judgment or co shall remain in full force and effect. ert order shall in no wise affect any of the other provisions which

Upon Unit No. 76, DEMING RANCHETTES, as recorded January 24, 1967, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorneyin-Fact, being owner of tracts of land located in Section 35, Township 25 South, Range 10 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in <u>Recapitulation of Restrictive Covenants on Deming Ranchettes</u> which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 4th day of February, 1967.

SELECT WESTERN LANDS INC. By: Cantrivan Attorney-in STATE OF NEW MEXICO) 88 COUNTY OF LUNA

On this $\frac{1}{2k}$ day of February, 1967, 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.

<u> Odores X/ Dunter</u> Notary Public

Sadsi.

My Commission Expires: 6/14/69

STATE OF NEW MEXICO County of Luna SS. I certify that this instrument was filed for record at <u>1:00 P.</u> M.

FEB 8 1967

and recorded in book 69 of Deede page S 106-08 Ruth H, King County Clerk Shurly MC Clerkon Deputy Reception No. 43054

107

On all plats of Deming Ranchettes filed after November 1, 1962, (the use designation and restrictions will be shown as follows:
	Commercial (or C-1)
Multiple Dwelling (or R-2)	Heavy Commercial (or C-2)
Professional—Apartment (or O-1)	

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 front-ing 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 pre-viously 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 SectionV 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 convenants 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. It 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, ac-counting, 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

108			.)
	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	
		and the second three shares family unit containing	CT .

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 Novem ber 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, 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.

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 baving 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.

Upon Unit No. 77, DEMING RANCHETTES, as recorded February 7, 1967, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorney-in-Fact, being owner of tracts of land located in Section 14, Township 26 South, Range 10 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in Recapitulation of Restrictive Covenants on Deming Ranchettes which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this <u>7</u>K day of February, 1967.

SELECT WESTERN LANDS INC. Attorney-in-Fact?

STATE OF NEW MEXICO))ss) COUNTY OF LUNA

On this <u>1</u> day of February, 1967, 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.

Doloses X Notary Public

My Commission Expires: 6/14/69



AL ALLAN

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STATE OF NEW MEXICO SS. County of Luna I certify that this instrument was filed for record at 1:00 P. M.

FEB 8 1967

and recorded in book 69 of Deede 01-03 **County Clerk** / Deputy

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On all plats of Deming Ranchettes filed after November 1, 1962, t	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 fect.

SECTION II — COMMERCIAL (or C-1)

SOF

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 SectionV 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 convenants 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 cach 500 square feet of ground area.

2. If used for professional offices, professional offices shall be defined as:

a in abou for protostitut offices, protossonal offices shan be actified 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 1 to 8, incl., Block 2

 Tracts 7, 8, 39 and 40, Block 1

 UNIT No. 2

 Tracts 7, 8, 39 and 40, Block 1

 UNIT No. 3

 Tracts 1 to 11, incl., Block 23

 UNIT No. 4

		<u> </u>
Tracts 24 to 31, incl., Block 17 Tracts 15, 16, 27, 28, 29 and 30, Block 18		
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 Novem ber 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.

Upon Unit No. 78, DEMING RANCHETTES, as recorded March 1, 1967, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorneyin-Fact, being owner of tracts of land located in Section 7, Township 25 South, Range 9 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in Recapitulation of Restrictive Covenants on Deming Ranchettes which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEBEOF, the undersigned has hereunder set his hand and seal this 67 day of March, 1967.

SELECT WESTERN LANDS INC. \mathcal{O} WUNKARK/ By: Attorney-in-Fact

At a strange Barrow STATE OF NEW MEXICO

COUNTY OF LUNA

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On this _____ day of March, 1967, 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.

Notary Public

My Commission Expires: My Commission Expires 6-14-69

STATE OF NEW MEXICO SS. County of Luna I certify that this instrument was filed for record at _____M.

MAR 8 1967

and recorded in book 69 of Seed pages 342 - 44 tha. Kin County Clerk Clan Johnt Deputy Reception No. 43508

343

On all plats of Deming Ranchettes filed after November 1, 1962, 1	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 SectionV 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 convenants 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

 $^{\circ}344$

C.

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 Novem ber 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, 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 be-come 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.

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5. No noxious or offensive activity shall be carried on upon any lot-nor shall anything be done thereon which may be or may be-come 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.

Upon Unit 82, DEMING RANCHETTES, as recorded February 8, 1968 Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorneyin-Fact, being owner of tracts of land located in Section 30, Township 24 South, Range 8 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Section VI of Recapitulation of Restrictive Covenants on Deming Ranchettes shall apply to Blocks 10 thru 12 of said Unit 82, and Section V of said Recapitulation of Restrictive Covenants on Deming Ranchettes shall apply to Blocks 1 thru 9 and Blocks 13 thru 21 of said Unit 82. The said Recapitulation of Restrictive Covenants is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 8th day of February 1968.

AL STATISTICS SELECT WESTERN LANDS INC. \mathcal{O} c 0 8 alterior By: un Attorney i and the second se Perine whether STATE OF NEW MEXICO)) ss COUNTY OF LUNA

On this <u>8th</u> day of February, 1968, 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 T. Anderson A hall Adam JUVLON

My Commission Expires: <u>6/14/69</u>

STATE OF NEW MEXICO SS. County of Luna SS. I certify that this instrument was filed for record at <u>3:00P</u>.M.

FEB 8 1968

and recorded in book 73 of Allas pages 4/6-78 County Clerk Timer 9 January Deputy Keception No. 7 10 000000 and the second

On all plats of Deming Ranchettes filed after November 1, 1962.	
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)	
On all plats of Denning Ranchettes filed prior to November 1, 1962.	use designation and restrictions were denoted by legal descriptio
Below are listed the Restrictive Covenants and the tracts to which th	ey 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 front-ine, 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, owling alleys, plants in which manufacturing may be accomplished so long as the manufacturing constitutes the assembly of parts pre-iously manufactured elsewhere, bars or cafes, or any professional type office or clinic or normal retail outlet and may include wholesale a blickness haveli 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 muisance 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
a first state and state and all in maximum or a	of complete in mature

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 ex-terior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under SectionV 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 convenants 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 trave 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

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, ac-counting, and advertising, engineering, architects and other professional services or offices.

1. 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

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	Tracts 24 to 31, incl., Blo Tracts 15, 16, 27, 28, 29 : Tracts 9 and 25, Block 19	ek 17 and 39, Block 18	UNIT No. 5		
	Tracts 16 and 23, Block Tracts 18 and 25, of Block Tracts 7 and 11 to 18, in	s 7, 8, 9, 10 and 11	UNIT No. 23 UNIT No. 24	· · · · · · · · · · · · · · · · · · ·	
	Tracts 11 and 34, Block	13	UNIT No. 36		•
1. Lots may be used for sing no less than 500 square foot an 2. All other covenants recited	round area per family unit	ple family dwelling, exc excluding porches and	ept that no more than a garages may be erected	or constructed on an	ntaining y lot.
SECTION V — SINGLE		(or R-1) which	comprises all tracts file over, and as designated o	d prior to November	
1. None of said land shall be square feet.	e subdivided, nor shall any	dwelling be erected or	placed on any lot having	g an larea of less than	21,780
 No lot shall be used exce lot other than one detached sin No dwelling shall be perm porches and garages, shall be k 	igle-family dwelling not to nitted on any lot of which	exceed one story in hei	ght and a private garage	for not more than to	wo carso
4. No building shall be loca street line or to an interior lot of any building provided, howe another lot.	uted on any building plot ne line. For the purpose of th	is covenant leaves, steps	and open porches shall	ind be considered as	i a part
5. Easements for installation				1 1 1 1 1	ana ang sa
6. No obnoxious or offensive come an annoyance or nuisance	to the neighborhood.		•		
7. No structure of a tempor at any time as a residence no six months from the date of com	ər shall any privy be perm nimencement,	nitted, except during co	nstruction. All construct	on shall be completed	I WIGHT
 SJGNS: No sign of any ki foot, one sign of not more than property during the construction Animals except swine matching 	n five square feet advertising on and sales period,	g the property for sale-	or rent, or signs used	by a builder to adver	rtise the
10, No fence or wall except i				remain nearer the fro	nt street
than the front setback line. 11. On corner lots, no side st	reet fence or wall, except re	taining walls of minimu	n height, shall be crected	t or allowed to remai	n nearer
to the front street than the rea 12. MECHANICAL VARIAN for minimum distance requirement	NCE: A two inch (2") toler			nce of construction a	dlowable
SECTION VI - TRAILE		All tracts in Units nuu			
1. None of said land shall b on any lot having an area of les 2. No tract shall be used ex-	ss than 21,780 square feet.		similar wheeled transpor	table dwelling unit b	e placed
3. No trailer, mobile home to the front lot line, nor nearer	or similar wheeled transport	able dwelling unit shall	be located on any buil	ding plot nearer than	25 feet
4. Easements for installation	· ·				
5. No noxious or offensive a come an annoyance or nuisance		upon any lot nor shall	anything be done there	n which may be or	may be-
6. No structure of a tempora residence nor shall any privy b		arage, barn, or other o	utbuilding shall be used	on any lot at any th	me as a
7. Owner shall be permitted or 240 square feet, whichever i	to erect a covered, screened	d, or glassed patio whic	h shall not exceed the	square footage of the	e trailer
8. An outside storage room o	or space will be permitted o	n each tract, but not to	exceed 8 feet in height 1	ior 80 square feet in a	rea, and
must be of painted block or 1 9. No more than one trailer		on any one tract.			~
The following apply to all of th					
10. These covenants are to r of twenty-five years from the da cessive periods of 10 years unle to change said covenants in whe	ate these covenants are recor- iss an instrument signed by ;	ded, after which time - s	aid covenants shall be a	atomatically extended	for suc-
11. Enforcement shall be by covenant either to restrain viol			on or persons violative	or attempting to vio	late any
12. Invalidation of any one of shall remain in full force and		eut or court-order shall	in no wise affect any	of the other provision	s which
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RESTRICTIVE COVENANTS IMPOSED

Upon Unit 83, DEMING RANCHETTES, as recorded February 15, 1968, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorneyin-Fact, being owner of tracts of land located in Section 31, Township 24 South, Range 8 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in <u>Recapitulation of Restrictive Covenants on Deming Ranchettes</u> which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 15^{ch} day of February, 1968.

SELECT WESTERN LANDS INC.

asterior NK/ By: Carter W. Kirk Attorney-in-Fact

STATE OF NEW MEXICO) COUNTY OF LUNA)

•(Seal)

the work

On this 15⁻¹ day of February, 1968, 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.

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6/14/69

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Dorichy JA

STATE OF NEW MEXICO SS. County of Luna SS. I certify that this instrument was filed for record at <u>9:45A.</u>M.

My Commission Expires:

FEB 15 1968

recorded in book 72 of Alerdia 4/53-5 <u>A. King</u> County Clerk Reception No. <u>48485</u> P. in

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

On all plats of Deming Ranchettes filed after November 1, 1962.	
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 Daming Panahottes filed prior to Neversbury 1: 1962	

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 front-ing 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, gatages, 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 wholesate 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 ex-terior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under SectionV 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 convenants 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, ac-counting, 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 Tracts 16 and 23, Block 12 Tracts 18 and 25, of Blocks 7, 8, 9, 10 and 11

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 Block
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 Tracts
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 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 crected 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.

UNIT No. 5

A 455

1. None of said fand shall be subdivided, nor shall any dwelling be crected or placed on any lot having an area of less than 21,780 square feet.

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.
 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 corenard, 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 approvance 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 crected 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.

 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.
 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 let 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 notious 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 tesidence nor shall any privy be permitted.

7. Owner shall be permitted to elect 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-stacco 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.

Upon Unit 84, DEMING RANCHETTES, as recorded February 16, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorney-in-Fact, being owner of tracts of land located in Sections 29 and 32, Township 24 South, Range 8 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in Recapitulation of Restrictive Covenants on Deming Ranchettes which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said proper individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this <u>16th</u> day of February, 1968.

SELECT WESTERN LANDS INC.

 \mathcal{O} By: Carter W. Kirk Attorney-in-Fact

STATE OF NEW MEXICO) COUNTY OF LUNA

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ANN LANDS

(Seal)

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STALL OF NEW MEXICO

FEB 16 1968

and recorded in book 22 of Allers

Reception Boo 4 55 11

Deputy *

I certify that this instrument record at 1:20 M.

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On this <u>16th</u> day of February, 1968, 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 INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

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My Commission Expires: 6/14/69

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On all plats of Deming Ranchettes, filed after November 1, 1962, th	e 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)
ProfessionalApartment (or O-1)	Parks & Public Grounds
On all plats of Deming Ranchettes filed prior to November 1, 1962, us Below are listed the Restrictive Covenants and the tracts to which they	se designation and restrictions were denoted by legal descriptions.

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 front-ing 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 pre-viously 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
Tracis 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
an annual tel annual achteb and antil interation a	of cumiton in nature

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 ex-terior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under SectionV 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 convenants 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. 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, ac-counting, 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

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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 10 and 34, Block 13 Tracts 2 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.

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.
 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 recaining walls of minimum height, shall be crected 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.

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.
 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.

Upon Unit 85, DEMING RANCHETTES, as recorded May 9, 1968, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorneyin-Fact, being owner of tracts of land located in Sections 34 and 35, Township 25 South, Range 10 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in Recapitulation of Restrictive Covenants on Deming Ranchettes which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this $\cancel{3}$ and $\cancel{3}$ day of May, 1968.

SELECT WESTERN LANDS INC.

Notary Public

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uterway Carter W. Kirk Attorney-in-Fact

STATE OF NEW MEXICO) COUNTY OF LUNA) ss

On this 13⁻⁴ day of May, 1968, 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 Attorneyin-Fact in behalf of said Corporation.

My Commission Expires: 4/14/49

STATE OF NEW MEXICO County of Luna } S.S. I certify that this instrument was filed for record at _____M.

MAY 1 3 1968

nd recorded in book 22 of <u>leves</u> page <u>194-6</u> <u>County Cler</u> <u>C</u>

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On all plats of Deming Ranchettes filed after November 1, 1962, t	he 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)
ProfessionalApartment (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 tear 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 previous 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
Alf 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 18 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
for commercial purposes which are retail in nature or o	of service in nature.

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 SectionV 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 convenants 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).

UNIT
UNIT
UNIT
UNIT

No. 1

No. 2 No. 3 No. 4

936

Tracts 24 to 31, incl., Block 17 Tracts 15, 16, 27, 28, 29 and 30, Block 18 Tracts 9 and 25, Block 19 Tracts 16 and 23, Block 12 Tracts 18 and 25, of Blocks 7, 8, 9, 10 and 11 Tracts 7 and 11 to 18, incl., Block 8

Tracts 11 and 34, Block 13 Tracts 23 to 33, incl., Block 14 UNIT No. 24

UNIT No. 5

UNIT No. 23

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.

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.
 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.

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

1. None of said hand 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.

T. Easements for instantion and maintenance of utilities will be finited to for leet.

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.

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Upon Units 86 and 87, DEMING RANCHETTES, as recorded August 5, 1968, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorneyin-Fact, being owner of tracts of land located in Sections 25 and 26, Township 26 South, Range 9 West, N.M.P.M., Luna County, New Mexico, hereby declare Restrictive Covenants as contained in <u>Recapitulation</u> of <u>Restrictive Covenants on Deming Ranchettes</u> which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legends shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this $\frac{16-24}{2}$ day of August 1968.

By:

SELECT WESTERN LANDS INC.

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Carter W. Kirk Attorney-in-Fact

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STATE OF NEW MEXICO)) COUNTY OF Luna)

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On this <u>16</u> day of August, 1968, 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.

Dorochy I. Anderson Notary Public

My Commission Expires: 6/14/69

STATE OF NEW MEXICO County of Luna SS. I certify that this instrument was filed for record at ______M.

AUG 1 9 1968

recorded in book 73 of <u>Durk</u> pages 534-6 Ruth A King County Clerk Shinley Mc Olladin Deputy geception No. <u>51147</u>

535

On all plats of Denning Ranchettes filed after November 1, 1962,	the use designation and restrictions will be shown as follows:
Single Family Dwelling. (or R-1)	רדר דוי היין דרד דרי רוי היין הדר דרי רוי היין
Multiple Dwelling (or R-2)	Heavy Commercial (or C-2)
ProfessionalApartment (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 front-ing 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, owling alleys, plants in which manufacturing may be accomplished so long as the manufacturing constitutes the assembly of parts pre-ously manufactured elsewhere, bars or cafes, or any professional type office or clinic or normal retail outlet and may include wholesale tablishemeters. viously manuf 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
an alarah dari karan da	· · · · · · · · · · · · · · · · · · ·

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 ex-terior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under SectionV 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 convenants 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 -

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.

Real estate offices, manufacturers agents, lawyers, banks, mortgagee representatives, savings and loan associations, insurance, ac-ng. and advertising, engineering, architects and other professional services or offices. ь counting

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

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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 exerted 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.

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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 orches 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 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 or minimum distance requirements from interior lot lines. for

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 be-come 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 ovenant either to restrain violation or to recover damages. cov

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.

Upon Unit 88, DEMING RANCHETTES, as recorded September 3, 1968, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorney-in-Fact, being owner of tracts of land located in Section 24, Town-ship 26 South, Range 9 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in Recapitulation of Restrictive Covenants on Deming Ranchettes which is attached hereto and made a part hereof, shall apply to said real estate as the in-dividual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 14th day of October, 1968.

SELECT WESTERN LANDS INC.

 \mathcal{O} On an Kerlo Kuk

Carter W. Kirl Attorney-in-Fact

STATE OF NEW MEXICO COUNTY OF LUNA

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On this 14^{-d} day of October, 1968, 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 be-half of said Corporation.

My Commission Expires: <u>C/14/69</u> TATE OF NEW MEXICO

STATE OF NEW MEXICO } SS. I certify that this instrument was filed for record at 1:00 P. M.

OCT 14 1968

and recorded in book 73 of Alitho pages 915-12 Ruch A. Kom Structure Jald Deputy Beception No. 511994

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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 description
Below are listed the Restrictive Covenants and the tracts to which th	iey apply:

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

t. 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 to long as the manufacturing constitutes the assembly of parts previously manufactured elsewhere, bars or cafes, or any professional type office or chinic or normal retail states 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 amitary 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
for communicial numbers which are retail in nature or e	service in nature.

These lots may be used for commercial purposes which are retail in nature or of service in nature.
 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 SectionV 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 convenants under all other Sections not at conflict with Paragraphs 1 thru 5 above shall govern and be applicable.

SECTION HI - 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 Tracts 39 to 46, incl., Block 2 Tracts 39 to 46, incl., Block 11 Tracts 13, 14, 33 and 34, Block 1 Tracts 1 to 8, incl., Block 2 Tracts 7, 8, 39 and 40, Block 1 Tracts 1 to 8, incl., Block 1 Tracts 1 to 11, incl., Block 23

UNIT No. 1 UNIT No. 2 UNIT No. 3 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 Tracts 16 and 23, Block 12 Tracts 18 and 23, of Blocks 7, 8, 9, 10 and 11

Tracts 7 and 11 to 18, incl., Block 8

Tracts 11 and 34, Block 13 Tracts 23 to 33, incl., Block 14

UNIT No. 23 UNIT No. 24 UNIT No. 36

UNIT No. 5

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 - SINCLE 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 Novem ber 1, 1962.

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1. None of said faint 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 for 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 sches 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 purches 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. Ensements 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 be-come 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 test 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 an the front sotback line. than

11. On corner lots, no side street fence or wall, except retaining walls of minimum height, shall be erected or allowed to remain nearer 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 or missimum distance requirements from interior lot lines. fer

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 be-come 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 new 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 st 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 wenant 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.

Upon Unit 91, DEMING RANCHETTES, as recorded February 3, 1969, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorneyin-Fact, being owner of tracts of land located in Section 12, Township 25 South, Range 10 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Section VI of Recapitulation of Restrictive Covenants of Deming Ranchettes shall apply. The said Recapitulation of Restrictive Covenants is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this // day of February, 1969.

STATE OF NEW MEXICO) County of Luna) SELECT WESTERN LANDS INC.

On this <u>M</u> day of February, 1969, 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 **26thxdayxefxm** 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.

Jorochy T. Contersor yotary Public

My Commission Expires: <u>L. /14/69</u>

STATE OF NEW MEXICO County of Luna SS. I certify that this instrument was filed for record at 1:15 P M.

FEB 17 1969

and recorded in book <u>14</u> of <u>Meedo</u> <u>page 15-14</u> <u>Ruth 0. King</u> County Clerk <u>Reception No. 53705-</u> <u>Reception No. 53705-</u>

In all plats of Deming Ranchettes filed after November 1, 1962.	
ingle Family Dwelling (or R-1)	ריריידין ריריידין ריריידין
Aultiple 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 description 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 tr 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 SectionV 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 convenants under all other Sections not at conflict with Paragraphs I 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 shove.

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 I 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

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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 source 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 Novem ber 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 pare 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 orches 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 be-me an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shark, 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 ou any building plot searer 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 be-ne 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 6 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-live 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 ovenant either to restrain violation or to recover damages. C060

12. Invalidation of any one of these covenants by judgment or co-shall remain in full force and effect. der shall in no wise affect any of the other provisions which

Upon Unit 92, DEMING RANCHETTES, as recorded April 18, 1969, Luna County, New Mexico.

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The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attornye-in-Fact, being owner of tracts of land located in Section 14, Township 24 South, Range 7 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in Recapitulation of Restrictive Covenants on Deming Ranchettes which is attached hereto and made a part hereof, shall apply to said real estate as the in-dividual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this ______ day of April, 1969.

SELECT WESTERN LANDS INC.

Carter W. Kirk Attorney-in-Fact

STATE OF NEW MEXICO County of Luna

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On this 23 day of April, 1969, 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 in-strument 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.

My Commission Expires: 6/14/69

- Sorathy F. Ander

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Notary Public

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STATE OF NEW MEXICO , - · I certify that this instrument was filed for record at $\frac{1!00}{100}$ P.M.1

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APR 23 1969

and recorded in book 75 of Decolar Daga 233-5-County Clerk Buchandson uth a Deputy 54740

On all plats of Deming Ranchettes filed after November 1, 1962, t	
Single Family Dwelling (or R-1)	רררנידין Comniercial (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, a Below are listed the Restrictive Covenants and the tracts to which the	use designation and restrictions were denoted by legal descriptions 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 front-ing 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 pre-viously manufactured elsewhere, bars or cafes, or any professional type office or clinic or sormal 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 canitary containers. 5. No noxious or olfensive activity shall be carried on nor shall anything be done thereon which may be o, 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)

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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 ex-terior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under SectionV 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 convenants 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, ac-counting, 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 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 Tracts 1 to 8, incl., Block 2 Tracts 7, 8, 39 and 40, Block 1 Tracts 1 to 11, incl., Block 23

UNIT No. 2 UNIT No. 3 UNIT No. 4

UNIT No. 1

 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 17 and 11 to 18, incl., Block 8

 UNIT No. 24

 Tracts 11 and 34, Block 13

 Tracts 23 to 33, incl., Block 14

 Lots may be used for single-family dwelling or multiple family dwelling, except that no niore 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.
 All other covenants recited below in SECTION V and not in conflict with Paragraph 1 above shall apply.

SECTION V — SINGLE FAMILY DWELLING NOT listed above, and as designated on all plats filed after Novem ber 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.

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.
 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.

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.
 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 house 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.

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.
 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.

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.
 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.

or 240 square teet, 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-live 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.

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.
 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.



Upon Units 93 and 105, DEMING RANCHETTES, as recorded July 29, 1969, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorney-in-Fact. being owner of tracts of land located in Section 23, Township 26 South, Range 9 West, N.M.P.M., and Section 16, Township 24 South, Range 7 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in Recapitulation of Restrictive Covenants on Deming Ranchettes which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this -29 Hz day of July, 1969.

SELECT WESTERN LANDS INC.

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Carter (W.) Kirk Attorney - In-Fact

STATE OF NEW MEXICO)

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On this 29^A day of July, 1969, before me personally known to be the person described and appinted 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 Attorneyin-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.

Notary Public

My Commission Expires: 6/14/73

STATE OF NEW MEXICO } SS. County of Luna ; SS. I certify that this instrument was filed for record at <u>1.359.</u>M.

AUG 4 1969

and recorded in book 75 of Steeds - pares 881-3 - County Clerk - Stady 71- 101 - Reception No. 561 20

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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)	רררריין ביין Commercial (or C-1)
Multiple Dwelling (or R-2)	Heavy Commercial (or C-2)
Berlauinal Anathene (as 0.1)	Parke & Public Grounds

Professional—Apartment (or O-1) 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
r commercial purposes which are retail in nature or o	f service in nature

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 SectionV 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 convenants 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 1, 14, 33 and 34, Block 1

 UNIT No. 2

 Tracts 7, 8, 39 and 40, Block 1

 UNIT No. 3

 Tracts 7, 8, 39 and 40, Block 1

 UNIT No. 3

 Tracts 1 to 8, incl., Block 2

 Tracts 1, 10, Block 2

 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 Tracts 16 and 23, Block 12 Tracts 18 and 25, of Blocks 7, 8, 9, 10 and 11 Tracts 7 and 11 to 18, incl., Block 8

Tracts 11 and 34, Block 13 Tracts 23 to 33, incl., Block 14

I 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 exected 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 Novem ber 1, 1962.

UNIT No. 5

UNIT No. 23

UNIT No. 24

UNIT No. 36

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 porches. 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 be-come 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 sillowed 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^{n}) tolerance variation is by reason of mechanical variance of construction allowable or minimum distance requirements from interior lot lines. tor

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 trainportable 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 of nuisance to the neighborhood

No structure of a temporary character, tent, shack, garage; barn, or other outbuilding shall be used on any lot at any time as a new nor shall any privy be permitted. 6 reside

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.

Upon UNITS 121, 122, 123, 124, 125, 126 and 127, Deming Ranchettes, as recorded in the Office of the County Clerk of Luna County, New Mexico.

The undersigned, Select Western Lands Inc., Carter W. Kirk, Attorney-in-Fact, being owners of tracts of land located in Sections 10, 11, 14, 16, 21, 22 and 23, Township 25 South, Range 6 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as outlined below upon the individual tracts, blocks or units, shall apply to said real estate as designated:

SINGLE FAMILY DWELLING STATUS: shall be applied to all tracts:

1. None of said land shall be subdivided, nor shall any dwelling be errected or placed on any lot having an area of less than 21,780 square feet.

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 800 square feet.

No building shall be located on any building plot nearer than 35 feet to the front lot line, nor nearer than 25 feet to any side street or to an in-terior lot line which constitutes boundary between ownership. 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.

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 swing may be raised, kept or bred on any lot (see para-graph 6 above).

10. Single family dwellings must have wells, in lieu of community water source, and septic tanks, both meeting requirements of New Mexico Health and Social Services Department.

11. So-called "double wide" or prefabricated mobile homes not less than twenty (20') feet in width, set upon a foundation shall be considered a single family dwelling so long as it meets minimum square footage. (See 3 above.)

A two inch (2") tolerance variation is by reason of MECHANICAL VARIANCE: 12. mechanical variance of construction allowable for minimum distance requirements from interior lot lines.

IN WITNESS WHEREOF, the undersigned has hereunder set its hand and seal this

, 1971. 21st day of July

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SELECT WESTERN LANDS INC. **ву:** (С altern Attorney-in-Fa

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STATE OF NEW MEXICO)

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County of Luna

On this <u>21st</u> day of <u>July</u>, 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. Corporation.

Dersthy I. Anderson Notary Public

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My Commission Expires:

6/14/73

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STATE OF NEW MEXICO I cartily that this instr nt was filed for record at 1:30P. M.

JUL 261971

Upon portions of UNIT 115, Deming Ranchettes, as recorded on August 3, 1970, in the records of Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorney-in-Fact, being owner of tracts of land located in Section 30, Township 25 South, Range 9 West, N.M.P.M., all in Luna County, New Mexico, hereby declare that Section V of Recapitulation of Restrictive Covenants of Deming Ranchettes shall apply to the following described properties.

Tracts 1 to 4, incl., Tracts 7 to 20, incl., Tracts 23 to 25, incl., Tracts 30 to 32, incl., Tracts 34 to 38, incl., of BLOCK 3; Tracts 5 to 19, incl., and Tracts 24 to 40, incl., of BLOCK 4; Tracts 3 to 21, incl., and Tracts 24 to 42, incl., of BLOCK 5; Tracts 1 to 18, incl., and Tracts 25 to 39, incl., of BLOCK 6

shall be governed by Section V of Recapitulation of Restrictive Covenants. The said Recapitulation of Restrictive Covenants is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this $-\frac{16}{16}$ day of July, 1971.

SELECT WESTERN LANDS INC. 1900

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Carter W. Airk Attorney-In-Fact

STATE OF NEW MEXICO) County of Luna

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On this <u>16</u>⁻¹⁴ day of July, 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. said Corporation.

Jorechy S. Andragen 9 L L 1

My Commission Expires: 6/14/73

STATE OF NEW MEXICO I certify that this instrument was filed for record at <u>9.504.</u>M.

JUL 1 6 1971

Dude County Clerk

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On all plats of Doming 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 accompliahed 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)

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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 enterior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under SectionV 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 convenants under all other Sections not at conflict with Paragraphs 1 thru 5 above shall govern and he 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 stares.

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 29 and 25, Block 19

 Tracts 16 and 23, Block 12

 Tracts 18 and 25, of Block 7, 8, 9, 10 and 11

 UNIT No. 23

 Tracts 14 and 25, of Block 17, 8, 9, 10 and 11

 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 Novem ber 1, 1962.

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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 atory 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, harn 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 o 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 beome an annoyance or nuisance to the neighborhood.

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.
 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.

Upon portions of UNIT 111, Deming Ranchettes, as recorded on March 30, 1970, in the records of Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorney-in-Fact, being owner of a tract of land located in Section 32, Township 24 South, Range 6 West, N.M.P.M., all in Luna County, New Mexico, hereby declare that those Restrictive Covenants imposed by recording in Book 77 of Deeds at Pages 666 to 668, inclusive, on March 30, 1970, are re-voked insofar as they apply to Blocks 7 to 12, incl., UNIT 111.

Said Blocks 7 to 12, incl., in UNIT 111 shall be subject to Section V of the Recapitulation of Restrictive Covenants of the Deming Ranchettes as they apply to the following tracts of land.

Tract 4, Tracts 10 to 22 and 27 to 45, incl., BLOCK 7; Tracts 9 to 22, incl., Tracts 25 to 29, incl., and Tracts 34 to 45, incl., in BLOCK 8; Tract 3, and Tracts 7 to 45, incl., in BLOCK 9; Tracts 1 to 45, incl., in BLOCK 10; Tracts 2 to 10, incl., and Tracts 12 to 24, incl., and Tracts 26 to 45, incl., BLOCK 11; Tract 1 and Tracts 7 to 12, incl., and Tracts 15 to 22, incl., and Tracts 25 to 37, incl., and Tract 43, in BLOCK 12

Tracts 25 to 37, incl., and Tract 43, in BLOCK 12

all in UNIT 111 shall be placed under Section V of Recapitulation of Restrictive Covenants of Deming Ranchettes. The said Recapitulation of Restrictive Covenants is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this $\frac{16}{2}$ day of July, 1971.

SELECT WESTERN LANDS INC. 1820 Proc.

1. Carter W Kirk Attorney III-Fact . .

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STATE OF NEW MEXICO) 55 County of Luna

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On this <u>16</u> day of July, 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 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 said Corporation.

Derachy A. Andreans Notary Public

My Commission Expires: 6/14/73

July 16, 1971 and recorded	instrument was fil in book 82 of A	ed for record	at <u>9:50A</u> M. age <u>582-4</u>
Tean Offutt, County Clerk furth	A. King. Depu	ty - Reception	No. 66587

In all mines of Demoins Manchester filed after Manamiker 1, 1060 after sur designation and contration to the total state	0.000	
In all plats of Deming Ranchettes filed after November 1, 1962, the use designation and restrictions will be shown as follows		
ingle Family Dwelling (or R-1)	בבבר	
fultiple Dwelling (or R-2)	###	
rofessional-Apartment (or O-1)		

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 just 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, ir.cl., Block 12	UNIT No. 2
Tracts I to 6, incl., & 41 to 46 incl., Block I	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 SectionV 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 convenants 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. I
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

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Tracts 24 to 31, inch., 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 crected 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 Novem ber 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.

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.
 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 beome 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 conumencement.

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.

 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.
 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 of the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line.

Easements for installation and maintenance of utilities will be limited to 10 feet.
 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.

Upon UNIT 115, DEMING RANCHETTES, as recorded June 5, 1970, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorney-in-Fact, being owner of tracts of land located in Section 30, Township 25 South, Range 9 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Section VI of Recapitulation of Restrictive Covenants of Deming Ranchettes shall apply. The said Recapitulation of Restrictive Covenants is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this $______ day$ of July 1970.

SELECT WESTERN LANDS INC.

41. EPH 14110, CORPORATE 55250 CF41HP HUET

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 \bigcirc Carter W Kirk Attorney In-Fact

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STATE OF NEW MEXICO County of Luna

On this <u>Stat</u> day of July 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.

Votary Public My Commission Expires 6/14/73 G NY J X STATE OF NEW MEXICO SS. 311 County of Luna County or Luna J ----9 record at 1:20 P.M. S AUG 3 1970 and recorded in book <u>78</u> of <u>Sec ds</u> page <u>5</u> 260-62 <u>Auch</u> <u>Schulth</u> Deputy Reception No<u>2</u> 61336

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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)	רירדין (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 front-ng 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 suld 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 annoyar 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 I to 6, incl., & 41 to 46 incl., Block I	UNIT No. 3
4	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
san ba Robert	Tracts 17 to 22, incl., Block 12 Tracts 19 to 24, incl., Blocks 7, 8, 9, 10 & 11	UNIT No. 23
979 - J.T.	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 a terior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under SectionV 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 convenants 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.

J. 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, se-nting, and advertising, engineering, architects and other professional services or offices. counting. 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. 4 762

Tracts 24 to 31, inck, 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 crected 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 Novem ber 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. 5. No dwelling shall be permitted on any lot of which the ground fluor 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 monther 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 be-come 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 last 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.

3. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may be-come 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.

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Upon UNIT 114, DEMING RANCHETTES, as recorded June 5, 1970, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorney-in-Fact, being owner of tracts of land located in Section 22, Township 25 South, Range 10 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in Recapitulation of Restrictive Covenants on Deming Ranchettes which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat. Section V of Recapitulation shall apply to above.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this $3/\alpha t$ day of July, 1970.

SELECT WESTERN LANDS INC.

Carterwana

Carter W. Kirk Attorney-in-Fact

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STATE OF NEW MEXICO. County of Luna

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On this 3/2⁴ day of July, 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 of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said corporation.

Notary Public

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My Commission Expires: 6/14/73

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STATE OF NEW MEXICO County of Luna } S. County of Luna 55. record at 1:20 P.M.

AUG 31970 and recorded in book 78 of Acede page 5757-57 Augle C. Arging Com

On all plats of Deming Ranchettes filed after November 1, 1962, t	
Single Family Dwelling (or R-1)	רברריניון (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 front-ing 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 pre-viously manufactured elsewhere, bars or cafes, or any professional type office or clinic or surmal 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 annoyat 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 21	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 terior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under SectionV 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 convenants 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, mor 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, ac-counting, 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 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 Tracts 1 to 8, incl., Block 2 Tracts 7, 8, 39 and 40, Block 1 Tracts 1 to 11, incl., Block 23

UNIT No. 2

UNIT No. 1

UNIT No. 5 UNIT No. 4

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

2. All other covenants recited below in SECTION V and not in conflict with Paragraph 1 above shall apply.

UNIT No. 23 UNIT No. 24

UNIT No. 5

I. 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 crected or constructed on any lot.

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 Novem ber 1, 1962.

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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 ware 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 be-me 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 any time as a residence nor shall any privy be permitted, except during construction. All construction shall be completed within 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 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 nome or similar wheeled transportable dwelling unit be placed any lot having an area of less than 21,780 square feet. 00 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 be-ne 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 ist 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 wenant 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.

Upon portions of UNITS 111 and 112, DEMING RANCHETTES, as recorded on February 6, 1970, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorney-in-Fact, being owner of tracts of land located in Sections 32 and 34, Town-ship 24 South, Range 6 West, N.M.P.M., all in Luna County, New Mexico, hereby declare that those Restrictive Covenants imposed by recording in Book 77 of Deeds at Pages 284 to 289, inclusive, on February 16, 1970, are revoked insofar as they apply to Blocks 7 to 12, incl., Unit 111, and Blocks 7 to 12, incl., Unit 112.

Said Blocks 7 to 12, in Unit 111, and Blocks 7 to 12, in Unit 112, shall be subject to Section VI of Recapitulation of Restrictive Covenants of Deming Ranchettes.

Said Recapitulation of Restrictive Covenants is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 25^{-4} day of March 1970.

SELECT WESTERN LANDS INC.

О arterwara Carter W.(Kirk

Attorney-in-Fact

STATE OF NEW MEXICO County of Luna

AL OFTER .

COPPERATE

On this **25TH** day of March 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 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.

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My Commission Expires: 6/14/73

STATE OF NEW MEXICO SS. ...) certity that this instrument was filed for record at 1:30 PM.

S 12 3 J MAR 3 0 1970

and recorded in book 77 of Muda

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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 description 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 cales, 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

These lots may be used for commercial purposes which are retail in nature or of service in nature.
 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 SectionV 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 convenants 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 losa 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 Tracts 16 and 23, Block 12 Tracts 16 and 25, of Blocks 7, 8, 9, 10 and

Tracts 18 and 25, of Blocks 7, 8, 9, 10 and Tracts 7 and 11 to 18, incl., Block 8

Tracts 11 and 34, Block 13 Tracts 23 to 33, incl., Block 14 UNIT No. 23 UNIT No. 24

UNIT No. 5

UNIT No. 36

 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 crected or constructed on any lot.
 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 Novem ber 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 aquare feet.

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.
 No dwelling shall be permitted on any lot of which the ground fluor 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 live 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.

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.

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.
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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 annoyance or nuisance to the neighborhood.

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.
 Owner shall be permitted to erect a rovered, 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-live 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.

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Upon Unit 79, DEMING RANCHETTES, as recorded May 8, 1967, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorneyin-Fact, being owner of tracts of land located in Sections 7 and 18, Township 26 South, Range 9 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Section VI of Recapitulation of Restrictive Covenants on Deming Ranchettes shall apply to Blocks 1 thru 4 of said Unit 79, and Section V of said Recapitulation of Restrictive Covenants on Deming Ranchettes shall apply to Blocks 5 thru 19 of said Unit 79. The said Recapitulation of Restrictive Covenants is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this <u>1918</u> day of May, 1967.

88

SELECT WESTERN LANDS INC. $\hat{\mathbf{C}}$ Attorney-in-Fact -

STATE OF NEW MEXICO)) COUNTY OF LUNA)

COUNTY OF LUNA On this <u>M</u> day of May, 1967, 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.

Sorache I Anderson

My Commission Expires: <u>6/14/69</u>

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7. ₁.

STATE OF NEW MEXICO County of Luna SS. I certify that this instrument was filed for record at <u>110 P.</u> M.

MAY 29 1967

page 5 90-83 the County Clerk _ County Clerk _____ Deputy

j,

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RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

81

On all plats of Deming Ranchettes filed		the use designation and restrictions will be shown as follows:
Single Family Dwelling (or R-1)		דרך ריך דיין (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 t	hev apply:

SECTION I - HEAVY COMMERCIAL or C-23: 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 Golumbus road or road front-ing 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 ∞ 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 vards will be permitted, no omside storage of parts or products, and all trash shall be kept in sanitary containers.

5. No novious or offensive activity shall be carried on not 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 for C-1+

Tracts 18 to 25, mel., Block 6, Tracts 18 to 27, incl., Block 1	UNIT No. 1
Trasts 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
d for any set of a second which any retail in patters or a	of service in nature

1. These lots may be used for commercial purposes which are retail in nature or of service in nature. 2. No junk vards may be established, no Body Repair of automobiles will be permitted except within confines of a building. No ex-terior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under SectionV 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,

x. No nearer side line than 25 feet

5 All trash, waste, etc. shall be stored in permanent container.

b. All other convenants 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, for shall less 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 ire

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, ac-counting, and advertising, engineering, architects and other professional services or offices.

c. Private clubs for meeting rooms, without sale of toods 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.

3. Set-back lines for Commercial or C-1 tracts shall obtain for permissive use under Paragraph 2 above.

SECTION IV - MULTIPLE DWELLING or R-26.

Tracts 18 to 24, incl., Block 2 Utacts 22 to 27, incl., Block 5 Utacts 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 78, 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 41, 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 Tracts 16 and 23, Block 12 Tracts 18 and 25, of Blocks 7, 8, 9, 10 and 11 Tracts 7 and 11 to 18, incl., Block 8

Tracts 11 and 34, Block 13 Tracts 23 to 33, incl., Block 14 UNIT No. 24 UNIT No. 36

UNIT No. 5

UNIT No. 23

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.
 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 Novem ber 1, 1962.

1. None of said land shall be subdivided, nor shall any dwelling be crected or placed on any lot having an area of less than 21,780 square feet.

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.
 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 beome 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.

On corner lots, no side street fence or wall, except retaining walls of minimum height, shall be crected or allowed to remain nearer to the front street than the rear of the dwelling, nor nearer the side street than the property line.
 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.

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.
 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.

Upon Units No. 80 and 81, DEMING RANCHETTES, as recorded December 19, 1967, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorneyin-Fact, being owner of tracts of land located in Section Ó, Township 26 South, Range 9 West, N.M.P.M., and in Section 12, Township 26 South, Range 10 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in <u>Recapitulation of Restrictive</u> <u>Covenants on Deming Ranchettes</u> which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legends shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this day of January, 1968.

SELECT WESTERN LANDS INC.

By: Carterwana

STATE OF NEW MEXICO) COUNTY OF LUNA)

On this <u>ind</u> day of January, 1968, 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.

Colores & Punter Notary Public

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My Commission Expires: 6/14/69

STATE OF NEW MEXICO County of Luna SS. I certify that this instrument was filed for record at 3:05 P.M.

JAN 2 1968

and recorded in book <u>12</u> of <u>Aleds</u> page <u>5</u> <u>168-70</u> <u>Ruth A. Ring</u> County Clerk <u>Alexand</u> Deputy Reception No<u>777411</u>

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RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

169

On all plats of Deming Ranchettes filed after November 1, 1962, t	he 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
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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 exrior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under SectionV 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 perimanent container.

6. All other convenants 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

Tracts 16 and 23, Block 12 Tracts 18 and 25, of Blocks 7, 8, 9, 10 and 11 Tracts 7 and 11 to 18, incl., Block 8

UNIT No. 5 UNIT No. 23

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 4 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 crected 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 orches 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 be-ne an annoyance or nuisance to the neighborhood. 4.0000

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 be-come 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 ovenant 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.

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RESTRICTIVE COVENANTS IMPOSED

Upon Unit 74, DEMING RANCHETTES, as recorded December 20, 1966, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorneyin-Fact, being owner of tracts of land location in Section 13, Township 26 South, Range 10 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in <u>Recapitulation of Restrictive Covenants on Deming Ranchettes</u> which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this <u>23</u> day of December, 1966.

SELECT WESTERN LANDS INC. (Seal), UXALK By: Attorney-in Fact STATE OF NEW MEXICO) SS COUNTY OF LUNA

On this <u>Jack</u> day of December, 1966, 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.

D. M. Jack and

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Notary Public

My Commission Expires: 6/14/69

STATE OF NEW MEXICO County of Luna SS. I certify that this instrument was filed for record at 2.10 P. M.

DEC 28 1966

and recorded in book 68 of Deeds pages 165-7 (1. Ting County Clerk Deputy Reception No. 42317

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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	سوده اس ابر ابر ابر ابر ابر ابر ابر ابر ابر ابر ابر ابر ابر ابر ابر ابر ابر ابر ابر ابر ابر ابر ابر
Multiple Dwelling (or R-2	Heavy Commercial (or C-2)	*****
Professional—Apartment (or O-1)	Parks & Public Grounds	Sail Carl of the Const

Off all plats of Detting Ranchettes filed prior to November 1, 1962, use designation and restrictions were denoted by legal description. 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

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.

While said tracts may be used for residential purposes, no residence or commercial type building shall exceed one story or 14 feet in height.

5. The use for which any improvements upon the above described property shall be used shall be limited to service station, 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 cales, or any professional type office or clinic or normal retail outlet and may include wholesale establishments

. I. No pink yards will be permitted, no outside storage of parts or products, and all trash shall be kept in similary container

No negatives or offensive activity shall be carried on nor shall anything besidene thereon which may be or may become an annovance or naivance to the neighborhood.

b. No residence may be constructed upon an area of less than 21,789 square first.

SECTION II — COMMERCIAL \mathcal{O} C to

Tracts 10 to 25, incl., Block 6, Tracts 18 to 27, incl., Block 1	UNIT No. 1
	UNIT No. 3
	UNIT No. I
	UNIT No. 5
Tracts 12 to 33, incl., Block 13	UNIT No. 36

These lots may be used for commercial purposes which are retail in nature or of service in nature

2. No junk yards muy be established, no Body Repair of automobiles will be permitted except within confines of a building. No es-

1. Particular reference is directed to Paragraph 6 under SectionV below.

. On referenced lots the building set-back shall be as follows

No neacerifront log-line than 50 field.

b. No nearch rear for line than 30 feet.

No mater side line than 25 dent

a. All trash, waste, etc., shall be stored in permanent container,

6 All other convensions under all other Sections not at conflict with Parastraphs I thru Fabeve shall govern and be applicable

SECTION HI — PROFESSIONAL — APARTMENT — ON None as of Normality 1992

A No tract shall be subdivided, nor shall any apartment be constructed that shall exceed 200 feet as height above ground level, and dual the ratio of any living unit containing kitchen and bath to ground area exceed one living unit to each 300 square level of ground area.

2 if used for professional offices, professional offices shall be defined as

b. Real estate offices, manufacturers agents, lawyers, Banks, mortgages representatives, savings and loan associations, insurance, a counting, and advertising, countering, architects and other professional services or offices.

Private slubs for meeting rooms, without sale of foods or liquids

d. Private schools or professional training institutions

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-I tracts shall obtain for permissive use under Paragraph 2 above.

SECTION IV — MULTIPLE DWELLING R-2

There 16 to 21 intl. Block 2Tracts 22 to 27, intl. Block 5Tracts 16 17, 26 and 27, Block 6Tracts 1 to 17, incl. & 21 & 29, Block 1Tracts 1 to 14, incl. Block 2Tracts 39 to 46, incl. Block 11Tracts 7, 8, 39 and 40, Block 12Tracts 1 to 8, incl. Block 2Tracts 7, 8, 39 and 40, Block 1Tracts 7, 8, 39 and 40, Block 1Tracts 7, 8, 39 and 40, Block 1Tracts 1 to 11, incl. Block 23Tracts 1 to 11, incl. Block 23

* * *

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.

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 squire 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 divelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and arages, shall be less than 600 square feet.

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 co-enant, 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 unother lot.

5. En ments for untailation 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

Animals except swine may be raised, kept or bred on any lot. See paragraph 6 above

10. No fonce 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.

1. On orner ots no side tree force or wall, except retaining walls of minimum height, shall be crected or allowed to remain nearer to the front street than the rear of the dwelling, nor nearer the side street than the property line.

2. 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 1-1 - All tracts in Units numbered 6, 38 and 48

1. None of such and shall be subdivided nor shall any trailer, mebile home or similar wheeled transportable dwelling unit be placed of 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.

Eachents for installation and maintenance of utilities will be similed to 10 feet

5. No noxious or offensive activity shall be curried on upon any or nor shall anything be done thereon which may be or may become an annovance or miliance 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 classed patio which shall not exceed the square footage of the traileror 240 quare feet, whichever is larger.

8 An outside storage room or space will be permitted on each truct, but not to exceed 8 feet in licight nor 80 square feet in areat and must be of painted block or block-store 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:

It is covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of wenty-five years from the date these covenants are recordent after which time, such covenants shall be automatically extended for stacessive periods of 10 years unless in instrument speed by a majority of the then lot owners of the lots has been econded agreement to change said covenants in whole or in part.

1. Enforcement shall be by proceeding at law or in equity against any person or persons violative or attempting to violate any co-chant either to restrain violation or to recover damages.

In Invalidation of any one of these covenants by judgment or court otder shall in no wise affect any of the other provisions which shall remain in full force and effect.

Upon Unit 71, DEMING RANCHETTES, as recorded January 5, 1967, Luna County, New Mexico, and Units 72 and 75, DEMING RANCHETTES, as recorded January 9, 1967, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorneyin Fact, being owner of tracts of land location in Sections 8, 9, 16, 17, 20 and 21, Township 26 South, Range 9 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in <u>Recapitulation of Restrictive Covenants on Deming Ranchettes</u> which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plats.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this <u>grad</u> day of January, 1967.

SELECT WESTERN LANDS INC.

MERWIKINK/ By: Attorney-in Fact

STATE OF NEW MEXICO)) ss COUNTY OF LUNA)

On this $\underline{9^{-2}}_{-}$ day of January, 1967, 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.

Sorothy Public Notary Public 1 (Inderso

2.2.5

My Commission Expires: 6/14/69

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STATE OF NEW MEXICO County of Luna SS. I certify that this instrument was filed for record at 1.00 P. M.

JAN 11 1967

and recorded in book 68 of Reeds page s 2 78. 80 69. King **County Clerk** Ac luts Deputy Reception Nod #2547

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

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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)	

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 SectionV 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 convenants 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.

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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

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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

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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 Novem ber 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, 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 be come 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.



Upon Unit 73, DEMING RANCHETTES, as recorded December 27, 1966, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorneyin-Fact, being owner of tracts of land located in Section 19, Township 26 South, Range 9 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in Recapitulation of Restrictive Covenants on Deming Ranchettes which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 🔔 🖉 🗠 day of December, 1966.

SELECT WESTERN LANDS, INC. averwark By: 🤇 Carter W. Kirk, Attorney-in-Fact,

STATE OF NEW MEXICO) SS) COUNTY OF LUNA

(Seal)

On this day of December, 1966, 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.

My Commission Expires: 6/14/69

record at 2.67 MM

JEC-28 1968

COOK 6 & OT a read and Papes 162-4 No.0 45216 c-stion

Notary Public

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—Anartment (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 front-ing 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

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 pre-viously manufactured elsewhere, bars or cafes, or any professional type office or clinic or normal retail outlet and may include wholesale establishments 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 fect.

SECTION II - COMMERCIAL or C-1

Tracts 18 to 25, incl., Block 6, Tracts 18 to 27, incl., Block 4	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 \times 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 SectionV 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 convenants 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.

i. 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:

Doctors, dentists, veterinarian with enclosed kennels, medical supplies, clinics, laboratories, hospitals, but not retail drug stores.

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b. Real estate offices, manufacturers agents, lawyers, banks, mortgagee representatives, savings and loan associations, insurance, ac counting, 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 Tracts 1 to 11, incl., Block 23	UNIT No. 3 UNIT No. 4

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Tracts 24 to 31, incl., Block 17 Tracts 15, 16, 27, 28, 29 and 30, Block 18 Tracts 9 and 25, Block 19	
	IINITE N
Tracts 16 and 23, Block 12 Tracts 18 and 25, of Blocks 7, 8, 9, 10 and 11	UNIT No. 5
Tracts 7 and 11 to 18, incl., Block 8	UNIT No. 23
Tracts 11 and 24 Dr.	UNIT No. 24
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 Novem ber 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, 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 be come 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 crećted 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^{n}) 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.

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.

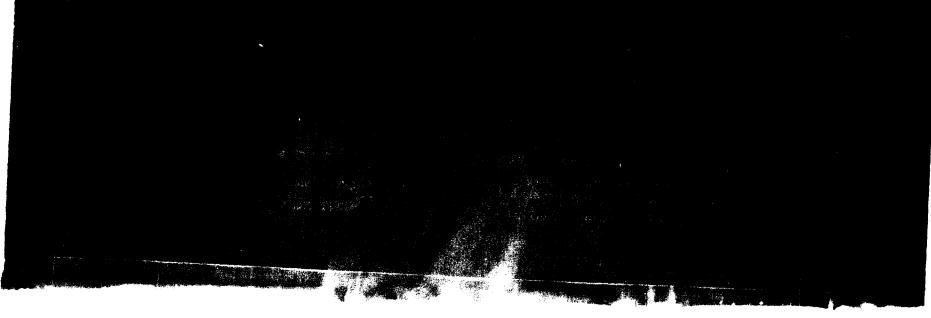
5. No notions of offensive activity shall be carried on upon any lot-nor shall anything be done thereon which may be come an annovance or misance to the neighborhood. **b**. No structure of a temporory character, tent, shack, garage, barn, or other outbuilding shall be used on any for at any time as a residence nor shall any prive be permitted.

7. Owner shall be permitted to crect a covered, screened, or glassed patio which shall not exceed the square footage of the trailer or 240 square feet, whichever is larger. 6. 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-stuceo 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 of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automa cessive periods of 10 years unless an instrument signed by a majority of the then lot owners of the lots has instrument signed by a majority of the then lot owners of the lots has been recorded, agreeing 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.



Upon Unit 64, DEMING RANCHETTES, as recorded July 5, 1966, Luna County, New Mexico, and Unit 65, DEMING RANCHETTES, as recorded July 5, 1966, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorneyin-Fact, being owner of tracts of land located in Section 31, Township 25 South, Range 9 West, N.M.P.M., and tracts of land located in Section 3, Township 26 South, Range 10 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in <u>Recapitulation of Restrictive Covenants on Deming Ranchettes</u> which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plats.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this ______ day of July, 1966.

Seal

SS

SELECT WESTERN LANDS INC.

WERLOVAS K By: Attorney-in-Kact

STATE OF NEW MEXICO)

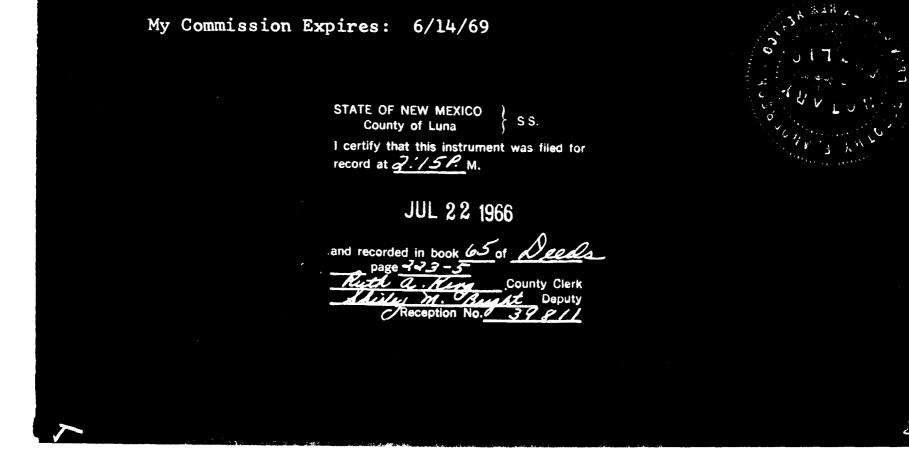
COUNTY OF LUNA

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On this day of July, 1966, 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 365, 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.

Notary Public



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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 plata of Deming Developting (1) in the N in the 1 1000	England and the second s

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)

[•]224

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 SectionV 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 convenants 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 1 to 8, incl., Block 2

 Tracts 7, 8, 39 and 40, Block 1

 UNIT No. 2

 Tracts 7, 8, 39 and 40, Block 1

 UNIT No. 3

 Tracts 1 to 8, 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.

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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.

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

Upon Unit 61, DEMING RANCHETTES, as recorded June 7, 1966, Luna County, New Mexico.

The undersigned, Select Western Lands Inc., Carter W. Kirk, Attorney-in-Fact, being owner of tracts of land located in Section 3, Township 26 South, Range 10 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in <u>Recapitulation of Restrictive Covenants on Deming</u> <u>Ranchettes</u> which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this _____ day of June, 1966.

SS

SELECT WESTERN LANDS INC.

By: (averwkink Attorney-in-Fact

STATE OF NEW MEXICO

COUNTY OF LUNA

On this <u>day</u> of June, 1966, 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.

Notary Public

Mu Commission Expires:

STATE OF NEW MEXICO

and the state

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County of Luna 7 SS

I certify that this instrument was filled for record at 1:00 P. M.

JUN 8 1966

and recorded in book 64 of Deede Page 262-County Clerk King mcclondon Deputy Reception No. 39038



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 front-ing 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 pre-viously 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 ex-terior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under SectionV 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 convenants 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

2. If used for professional offices, professional offices shall be defined as:

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Doctors, dentists, veterinarian with enclosed kennels, medical supplies, clinics, laboratories, hospitals, but not retail drug stores. a.

b. Real estate offices, manufacturers agents, lawyers, banks, mortgagee representatives, savings and loan associations, insurance, ac-counting, 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 Novem ber 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 crected 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 traiter, 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. 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.

Upon Unit 62, DEMING RANCHETTES, as recorded May 2, 1966, Luna County, New Mexico, and Unit 63, DEMING RANCHETTES, as recorded May 6, 1966, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorneyin-Fact, being owner of tracts of land located in Section 7, Township 24 South, Range 10 West, N.M.P.M., and tracts of land located in Section 31, Township 25 South, Range 9 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in <u>Recapitulation of Restrictive Covenants on Deming Ranchettes</u> which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plats.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 100 day of May, 1966.

SELECT WESTERN LANDS INC.

By:_ Attorney-in-Fact

STATE OF NEW MEXICO)) COUNTY OF LUNA)

SS

P (Seal)

1 20 1 1 1 1 1 2 3.

On this <u>1/2</u> day of May, 1966, 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.

Notary Public

My Commission Expires: 6/14/69

STATE OF NEW MEXICO) County of Luna (SS.) I certify that this instrument was filed for record at **/ OOP** M.

MAY 1 1 1968

and recorded in book (3 of Deello, 2 page 439- 41 a King County Clerk New M. O. Brickt Deputy OKeception No. 38478

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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 Ranchetter filed prior to November 1, 1062	was design at an and most in the second structure of t

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 SectionV 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 convenants 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 Tracts 1 to 14, incl., Block 2 Tracts 39 to 46, incl., Block 11 Tracts 7, 8, 39 and 40, Block 12 Tracts 1 to 8, incl., Block 2 Tracts 1 to 8, incl., Block 2 Tracts 7, 8, 39 and 40, Block 1 Tracts 1 to 8, incl., Block 2 Tracts 1 to 11, incl., Block 23

UNIT No. 3 UNIT No. 4

UNIT No. 1

UNIT No. 2

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 Novem ber 1, 1962.

441

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.

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 be-come 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.

NPA.

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.

Upon Unit 70, DEMING RANCHETTES, as recorded December 22, 1966, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorneyin-Fact, being owner of tracts of land located in Sections 11, 12 and 13, Township 26 South, Range 9 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in <u>Recapitulation of Restrictive Covenants on Deming Ranchettes</u> which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this \underline{g} day of January, 1967.

85

SELECT WESTERN LANDS INC.

NERWKINA By: Attorney-in-Fact

STATE OF NEW MEXICO) COUNTY OF LUNA)

A LINN

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(Seal)

On this <u>grid</u> day of January, 1967, 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 Attorneyin-Fact in behalf of said Corporation.

Sorochy Unic Notary Public

My Commission Expires: 6/14/69

STATE OF NEW MEXICO County of Luna SS. I certify that this instrument was filed for record at <u>1.00 P</u> M.

JAN 11 1967

and recorded in book 68 of Deede pages 275-77 A. Q. Kin **County Clerk** Class Additte Deputy Reception Nor 42546

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)	sang may any any any any any any any any any a
Multiple Dwelling (or R-2)	Heavy Commercial (or C-2)
Professional—Apartment (or O-1)	Parks & Public Grounds
On all plats of Deming Banchettes filed prior to November 1 1062	use designation and restrictions were denoted by low-I description

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 SectionV 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 convenants 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 1 to 8, incl., Block 2

 Tracts 7, 8, 39 and 40, Block 1

 UNIT No. 3

 Tracts 1 to 11, incl., Block 23

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Tracts	24 to 31, incl., Block 17 15, 16, 27, 28, 29 and 30, Block 18 9 and 25, Block 19	27 UNIT No. 5
Tracts Tracts	16 and 23, Block 12 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 Tracts	11 and 34, Block 13 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 Novem ber 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 enother 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 be come 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.



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Upon Blocks One (1) to Six (6), inclusive, Unit No. 66, Deming Ranchettes, as recorded August 4, 1966, Luna County, New Mexico.

The undersigned, Select Western Lands Inc., Carter W. Kirk, Attorney-in-Fact, being the owners of a tract of land located in Section 29, Township 24 South, Range 9 West, N.M.P.M., in Luna County, New Mexico, hereby declares the following Restrictive Covenants shall apply to that portion of said real estate as hereinbefore described:

- 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.
- 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.

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- 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.
- 13. 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.

14. No swine may be raised, kept or bred on any lot.

15. No fence or wall except necessary retaining walls of mininum height, shall be erected or allowed to remain nearer the front street than the front setback line, nor nearer the side street than the property line.

IN WITNESS WHEREOF, the undersigned has hereunder set its hand and seal this 5th day of August, 1966.

SELECT WESTERN LANDS INC.

25

Erlokuk/ By (Attorney-in/Fact

Notary Public

STATE OF NEW MEXICO) COUNTY OF LUNA

On this $\frac{3}{2}$ day of August, 1966, 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 Attorneyin-Fact in behalf of said Corporation.

SS

My Commission Expires: 6/14/69

STATE OF NEW MEXICO S S. County of Luna I certify that this instrument was filed for record at 4:30 P. M.

AUG 2 2 1966

and recorded in book 66 of Aleda pages 24-5 Ruth a. King County Clerk armen Donnales Deputy Reception No. 140255

Page 2 of 2 pages

Upon Unit 67, DEMING RANCHETTES, as recorded October 3, 1966, Luna County, New Mexico.

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorneyin-Fact, being owner of tracts of land located in Section 25, Township 24 South, Range 10 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in <u>Recapitulation</u> of <u>Restrictive Covenants on Deming Ranchettes</u> which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this $\frac{13}{2}$ day of October, 1966.

SELECT WESTERN LANDS INC.

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411

By: Canturne Attorney-in-Fact

Dorochu J. anderson

(Seal)

STATE OF NEW MEXICO)) ss COUNTY OF LUNA)

My Commission Expires: 6/14/69

STATE OF NEW MEXICO County of Luna SS. I certify that this instrument was filed for record at <u>2:00 P</u>M.

OCT 14 1966

and recorded in book 66 of Seeds page<u>s 4/1- 13</u> County Clerk und. Soma Deputy 1 7. J. Reception No. 140988

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

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

A CONTRACTOR PARAMONAL A

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 SectionV 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 convenants 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:

dentists vith Doctors. ratories

hospitals, but not retail drug stores

b. Real estate offices, manufacturers agents, lawyers, banks, mortgagee representatives, savings and loan associations, insurance, ac-counting, 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	- 3. ⁻
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 Novem ber 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, 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 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 traiter, 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 be-come 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 suc-cessive 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.

Upon Unit 68, DEMING RANCHETTES, as recorded December 5, 1966, and Unit 69, DEMING RANCHETTES, as recorded December 13, 1966, Luna County, New Mexico.

The undersigned, Select Western Lands Inc., Carter W. Kirk, Attorney-in-Fact, being owner of tracts of land located in Section 4, Township 26 South, Range 9 West, and tracts of land in Sections 3, 10 and 11, Township 26 South, Range 9 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in Recapitulation of Restrictive Covenants on Deming Ranchettes which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plats.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 192 day of December, 1966.

88

SELECT WESTERN LANDS INC. Ô 1 FEIWHERK By: Attorney-An-Fact

STATE OF NEW MEXICO) COUNTY OF LUNA)

(Seal)

On this 19^{-1} day of December, 1966, 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.

Sorschy J. Centrisonse Notary Public

555

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My Commission Expires: 6/14/69

STATE OF NEW MEXICO County of Luna SS. I certify that this instrument was filed for

record at 1. ODP M.

DEC 21 1966

and recorded in book 68 of <u>Auda</u> pages 104- 6 <u>Ruth</u> Q. <u>Rung</u> County Clerk <u>Chara Schulle</u> Deputy Reception Alo. <u>42178</u>

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

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105

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

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 be come 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 fect 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

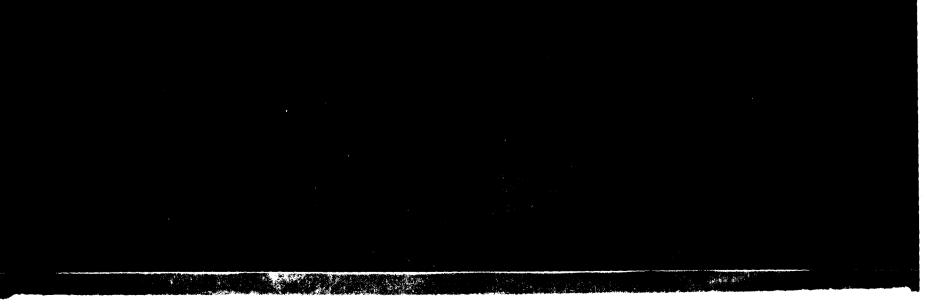
S. NO more than one tranet may be used as a residence of any one tract.

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.



Upon Unit 53, DEMING RANCHETTES, as recorded February 7, 1964, Luna County, New Mexico.

The undersigned, Triple S Land Corporation, Carter W. Kirk, Attorney-in-Fact, being owners of tracts of land located in Section 11, Township 24 South, Range 11 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in Recapitulation of Restrictive Covenants on Deming Ranchettes which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set its hand and seal this 8th day of February, 1964.

SS



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TRIPLE S LAND CORPORATION

BY: Attorney-in-Fact

STATE OF NEW MEXICO COUNTY OF LUNA

On this 8th day of February, 1963, before me personally came CAREER W. KIRK, to me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the Vice-President and Secretary of TRIPLE S LAND CORFORATION, an Illinois Corporation authorized to do business in this state, bearing the date of the 10th day of September, 1962, and recorded in the Office of the County Clerk of Luna County, New Mexico on the 14th day of November, 1962, in Book Two, Power-of-Attorney Record, at Page 455, the said CARTER W. KIRK, being the came person who executed the foregoing instrument as Attorney-in-Fact in behalf of the CRIPLE S LAMD CORPORATION, a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said corporation.

My Commission Expires: Sctuber 26, 1966

SLE CTEONICH Notary Publ

STATE OF NEW MEXICO SS. County of Luna I certify that this instrument was filed for record at / :15 M.

MAR 3 1964

and recorded in book 319 of deeds page 348-50 County Clark Puth King Daputy Reception No._ 22372



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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 front-ing 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)

UNIT No. 1
UNIT No. 2
UNIT No. 3
UNIT No. 4
UNIT No. 5
UNIT No. 23
UNIT No. 24
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 SectionV 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 convenants 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, ac-nting, and advertising, engineering, architects and other professional services or offices. counting, and advertising, engineering, architects a

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.

<u>SECTION IV</u> — MULTIPLE DWELLING (or $\overline{R-2}$).

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 15, 16, 27, 28, 29 and 30, B 9 and 25, Block 19	lock 18	UNIT No.	5
Tracts Tracts	16 and 23, Block 12 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 Tracts	11 and 34, Block 13 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

an fa la

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

Upon Unit 56, DEMING RANCHETTES, as recorded June 18, 1965, Luna County, New Mexico.

The undersigned, Select Western Lands Inc., Carter W. Kirk, Attorney-in-Fact, being owner of tracts of land located in Sections 25, 35 and 36, Township 25 South, Range 10 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in <u>Recapitulation of</u> <u>Restrictive Covenants on Deming Ranchettes</u> which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 2.74 day of June, 1965.

SS

SELECT WESTERN LANDS INC.

49

Kerwan BY: Attorney-in/Fact

STATE OF NEW MEXICO

COUNTY OF LUNA

Sec. 14

On this <u>N</u> day of June, 1965, 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.

My Commission Expires 6-14-69

My Commission Expires:

STATE OF NEW MEXICO County of Luna SS. I certify that this instrument was filed for record at $3:3 \neq P$. M.

Dolores &/ Sunta

Notary Public

JUN 25 1955 and recorded in book 53 of Aceda County Clerk Deputy Reception N. 30296

30286

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) Heavy Commercial (or C-2) .. Multiple Dwelling (or R-2) Parks & Public Grounds

Professional-Apartment (or O-1) ...

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 front-ing 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 pre-viously 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 fect.

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 ex-terior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under SectionV 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 convenants 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, clinic., laboratories, hospitals, but not retail drug stores.

b. Real estate offices, manufacturers agents, lawyers, banks, mortgagee representatives, savings and loan associations, insurance, ac-counting, 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

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

Tracts 1 to 8, incl., Block 2 Tracts 7, 8, 39 and 40, Block 1

Tracts 1 to 11, incl., Block 23

UNIT No. 2

UNIT No. 1

UNIT No. 3 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	30286
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 Novem ber 1, 1962. 51

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 crected 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:

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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.

Upon Unit 58, DEMING RANCHETTES, as recorded January 6, 1966, Luna County, New Mexico.

The undersigned, Select Western Lands Inc., Carter W. Kirk, Attorneyin-Fact, being owner of tracts of land located in Section 35, Township 25 South, Range 10 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in <u>Recapitulation of Restrictive Covenants on Deming Ranchettes</u> which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this day of February, 1966.

SELECT WESTERN LANDS INC. (Seal) By: Attorney-in-Fact STATE OF NEW MEXICO) SSCOUNTY OF LUNA)

On this <u>1</u>^{-/-/} day of February, 1966, before me bersonally 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.

Sr.

- Notary Public My Commission Expires: 6/14/69 STATE OF NEW MEXICO SS. County of Luna I certify that this instrument was filed for record at /:00 P. M. FEB 4 1966 Aula and recorded in book 6 / of 6 -

36246

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On all plats of Deming Ranchettes filed after November 1, 1962, 1	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)
ProfessionalApartment (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 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 front-ing 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 pre-viously 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.

b. 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 I 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.

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 SectionV below.

4. On referenced lots the building set-back shall be as follows:

a. No nearer front lot line than 50 feet

5. All trash, waste, etc., shall be stored in permanent container.

b. All other convenants 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.

i. 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

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, ac-counting, and advertising, engineering, architects and other professional services or offices.

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).

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

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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 Novem ber 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, 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 cerner lots, no side street fence or wall, except retaining walls of minimum height, shall be erected or allowed to remain nearcr 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 annovance 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.

Upon Unit 57, DEMING RANCHETTES, as recorded December 9, 1965, Luna County, New Mexico.

The undersigned, Select Western Lands Inc., Carter W. Kirk, Attorney-in-Fact, being owner of tracts of land located in Section 10, Township 24 South, Range 10 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in <u>Recapitulation of Restrictive Covenants</u> on <u>Deming Ranchettes</u> which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this $\frac{1}{2}$ day of December, 1965.

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SELECT WESTERN LANDS INC.

Cartes Conferre Attorney-in-Fact

Notary Public

STATE OF NEW MEXICO)) COUNTY OF LUNA)

On this \underbrace{f}_{a} day of December, 1965, 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.

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My Commission Expires:

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STATE OF NEW MEXICO County of Luna SS. I certify that this instrument was filed for record at <u>4.36</u>P. M.

DEC 9 1965

and recorded in book 59 of Aleda 386-8 L a.K. County Clerk 1. Klowneller Deputy Reception No. 350/3

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35013 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)

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 front-ing 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 pre-viously 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 ex-terior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under SectionV 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. χ
- 5. All trash, waste, etc., shall be stored in permanent container.

6. All other convenants 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, ac-counting, 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

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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 Novem ber 1, 1962.

35013

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.

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 traiter, 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.

Upon Units 59 and 60, DEMING RANCHETTES, as recorded March 16, 1966, Luna County, New Mexico.

The undersigned, Select Western Lands Inc., Carter W. Kirk, Attorneyin-Fact, being owner of tracts of land located in Section 36, Township 25 South, Range 10 West, N.M.P.M., and tracts of land located in Section 32, Township 24 South, Range 9 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in <u>Recapitulation of Restrictive Covenants on Deming Ranchettes</u> which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plats.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 24 day of March, 1966.

SELECT WESTERN LANDS INC.

By: Attorney-in-Fact

STATE OF NEW MEXICO)) ss COUNTY OF LUNA)

N1 112

(Seal)

On this <u>74</u> day of March, 1966, 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.

Notary Public

555

My Commission Expires: 6/14/69

STATE OF NEW MEXICO) County of Luna) S.S. I certify that this instrument was filed for record at /: ODP. M.

MAR 28 1966

and recorded in book 62 of Deelas County Clerk eception No.

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On all plats of Deming Ranchettes filed after November 1, 1962, 1	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)

IIT No. 2
IT No. 3
IT No. 4
IT No. 5
T No. 23
T No. 24
T No. 36

1. These lots may be used for commercial purposes which are retail in nature or of service in nature.

 $\frac{2}{2}$. 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 SectionV 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 convenants 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 1 to 8, incl., Block 2

 Tracts 1 to 8, incl., Block 2

 Tracts 7, 8, 39 and 40, Block 1

 UNIT No. 3

 Tracts 7, 8, 39 and 40, Block 1

 UNIT No. 3

 Tracts 1 to 11, incl., Block 23

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Tract Tract Tract	24 to 3 15, 16, 5 9 and 25	incl., B 7, 28, 29 Block 1	lock 17 and 30		1.2.2.	UNT		ີ ເ 5
	16 and 18 and 2			9, 10 a nd	F11	UNIT		
Tract	a 7 and 1	to 18, i	ncl., Blo	k 8		UNIT	No.	24
Tract Tract	s 11 and s 23 to 33	34, Block incl., Bl	13 ock 14			UNIT	No.	36

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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.

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

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

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Upon Unit 55, DEMING RANCHETTES, as recorded May 3, 1965, Luna County, New Mexico.

The undersigned, Triple S Land Corporation, Carter W. Kirk, Attorney-in-Fact, being owners of tracts of land located in Section 5, Township 25 South, Range 9 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in Recapitulation of Restrictive Covenants on Deming Ranchettes which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 13th day of May, 1965.

TRIPLE S LAND CORPORATION

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iferWK, BY: (Attorney-in-Fact

STATE OF NEW MEXICO) COUNTY OF LUNA)

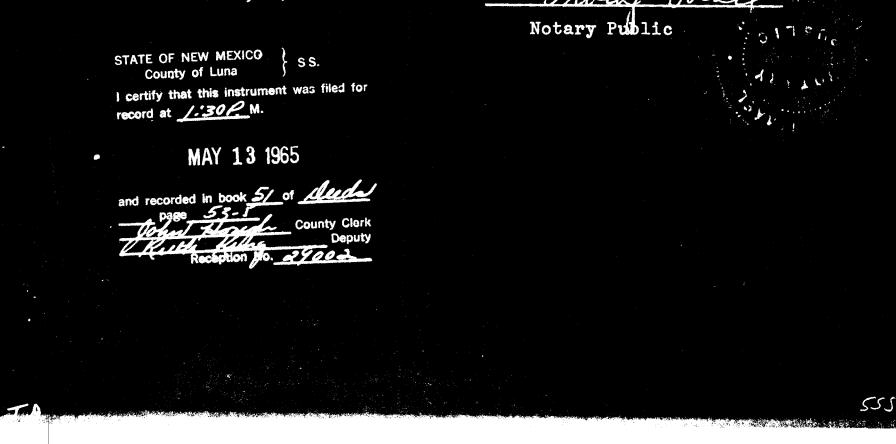
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On this 13th day of May, 1965, before me personally came CARTER W. KIRK, to me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the Vice-President and Secretary of TRIPLE S LAND CORPORATION, an Illinois Corporation authorized to do business in this State, bearing the date of the 10th day of September, 1962, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 14th day of November, 1962, in Book Two, Power-of-Attorney Record, at Page 455, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of the TRIPLE S LAND CORPORATION, a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said corporation.

My Commission Expires:

October 26, 1966

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RECAMETALIZATION & RESTRICTIVE COVIENANTS on DEMONS RANCHIPTTES

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)	
	and the second
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 SectionV 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 convenants 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:

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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 op 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

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

Tracts 1 to 8, incl., Block 2 Tracts 7, 8, 39 and 40, Block 1

UNIT No. 1

UNIT No. 2

UNIT No. 3

UNIT No. 4

ex-Walk POPLAT UNIT No. 5 Tracts 18 and UNIT No. 23 UNIT No. 24 Tracts 7 and 11 to 18, incl. 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

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(or R-1) which comprises all tracts filed prior to November 1, 1962, NOT listed above, and as designated on all plats filed after Novem ber 1, 1962. 03

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.

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.

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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.

Upon Unit 54, DEMING RANCHETTES, as recorded September 8, 1964, Luna County, New Mexico.

The undersigned, Triple S Land Corporation, Carter W. Kirk, Attorney-in-Fact, being owners of tracts of land located in Section 8, Township 25 South, Range 9 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in <u>Recapitulation of Restrictive</u> <u>Covenants on Deming Ranchettes</u> which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand seal this 23rd day of September, 1964.

TRIPLE S LAND CORPORATION

BY: Cartaloxies Attorney-in Fact

STATE OF NEW MEXICO) ss COUNTY OF LUNA)

38

On this 23rd day of September, 1964, before me personally came CARTER W. KIRK, to me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the Vice-President and Secretary of TRIPLE S LAND CORPORATION, an Illinois Corporation authorized to do business in this State, bearing the date of the 10th day of September, 1962, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 14th day of November, 1962, in Book Two, Power-of-Attorney Record, at Page 455, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of the TRIPLE S LAND CORPORATION, a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said corporation.

My Commission Expires:

Notary Public

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October 26, 1966

STATE OF NEW MEXICO County of Luna SS. I certify that this instrument was filed for record at <u>10:00 A</u>.M.

SEP 24 1964

and recorded in book 47 of <u>Alecha</u> page <u>38-40</u> <u>Colony Horigh</u> County Clerk ALA A Deputy O Kith 6. 25216 Reception

Aleming Ranchittes Box 917



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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 SectionV 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 convenants 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:

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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.

Set-back lines for single-family dwelling or R-1 tracts obtain for permissive use under Paragraph 1 above.
 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

		25216
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. C. 11. J. Ilian on multiple family dwelling except	that no more than a thi	ree family unit containing

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 Novem ber 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, 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 crected 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 be-come 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:

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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.

Upon Units 42, 44, 50, 51 and 52, DEMING RANCHETTES, as recorded in the office of the County Clerk, Luna County, New Mexico:

This is a correction, Restrictive Covenants, as applied to Section V - Single Family Dwelling - Item No. 3.

IN WITNESS WHEREOF, the undersigned has hereunder set its hand and seal this 9th day of October, 1964.

TRIPLE S LAND CORPORATION

By: Ch UUNKIRK/ Attorney fin Fact

 STATE OF NEW MEXICO
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 COUNTY OF LUNA
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On this 9th day of October, 1964, before me personally came CARTER W. KIRK, to me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the Vice-President and Secretary of TRIPLE S LAND CORPORATION, an Illinois Corporation authorized to do business in this State, bearing the date of the 10th day of September, 1962, and recorded in the Office of the County Clerk of Luna County, New Mexico on the 14th day of November, 1962, in Book Two, Power-of-Attorney Record, at Page 455, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of the TRIPLE S LAND CORPORATION, a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

My Commission Expires: October 26, 1966

Notary Public

STATE OF NEW MEXICO SS.

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I certify that this instrument was filed for record at 3:48 P. M.

OCT 9 1964

and recorded in book 47 of Seeds armen 9. Jangalen Deputy Reception Mo. 35419

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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)	
O II 1 (CD) De abate d'Il Leuise de Neuember 1 1069	and design and matrices a sure demoted has lowed descented.

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 SectionV 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 convenants 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 1 to 8, incl., Block 2

 Tracts 7, 8, 39 and 40, Block 1

 UNIT No. 3

 Tracts 1 to 11, incl., Block 23

148

Tracts 24 to 31, inci., 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 Novem ber 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, 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 crected 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.

he following apply to all of the above

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.

When recorded, mail to:

Name :

James Mark Assad 21135 Gladiolos Way Lake Forest, CA 92630 (949) 212-6446

> Space above this line for Recorder's use SPECIAL WARRANTY DEED

For the consideration of Ten Dollars (\$10.00), and other valuable consideration, 1 (we) Gary Serino, do hereby convey unto: James Mark Assad 21135 Gladiolos Way Lake Forest, CA 92630

All right, title and interest in that certain property situated in Luna County, State of <u>New Mexico</u>, and described as follows:

Unit-35 Block-2 Deming Ranchettes Lot 29

SUBJECT TO covenants, conditions, restrictions, reservations, easements, and zoning existing and/or of record, and subject to any facts an accurate inspection and survey mmy reveal. Grantor DOES NOT WARRANT availability or improvement of streets or utilities or the cost of installation thereof, nor zoning, buildability, insurability, or any restrictions or fees that may be imposed by any governmental antity or property owners' association (if any). Excepting certain subsurface mineral rights of record, but without right to surface entry.

In Witness Whereof, I (we) have hereunto set my hands and seal this 25th , day of 2003.

Print Name of Grantor GALY SERING Signature of Grantor _

) 39

State of New Jersey

ACKNOWLEDGMENT

County of Ocean

On this ______ Day of April, 2003, before me, the undersigned Noter Public, personally appeared _______ GARY_SERIND

Known to me to be the individual(s) who executed the foregoing instrument acknowledge the same to be his (her) (their) free act and deed. Notary Public MCHU, Alman Market My Commission Expires:

NICOLE I. FERRARO HOTARN TURIC OF HEW JEISEY CONVINISION TOPIOS / AC PODE NOTARN TURICOS HEW JEISEY

STATE OF NEW MEXICO DEB. County of Luna I certify that this instrument was filled for record at 12.06 P. M

MAY - 2 2003

Reception No. 2003-0

WARRANTY DEED
Dennis Mack, for consideration paid, grant to:
KATHERINE E. KELP AND DONALD G. KELP, AS JOINT TENANTS
whose address is: 778 W. River Road, Teaverse City, MI 49686 the following described real estate in Deming Ranchettes, Luna County, New Mexico:
UNIT 71, BLOCK 20, LOTS 9,10,11 AND 12 with warranty covenants.
Witness my hand this 23rd day of September, 2003
Dennis Mack
ACKNOWLEDGEMENT FOR NATURAL PERSONS POWERS STATE OF MEW MEXICO) COUNTY OF GRANT)
This instrument was acknowledged before me September 23, 2003, by Dennis Mack
My commission expires: 10-04-03 Apann Paulus NOTARY PUBLIC
FOR RECORDERS USE ONLY STATE OF NEW MEXICO } SS. Lounty of Luna } SS. I certify that this instrument was filed tor record at 0:424. M. DEC 1 5 2003 Reception No. 2003-07059 Nutable Bookecor Roundy Clerk Deputy

184/12

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263

Upon Blocks One (1) to Six (6) inclusive, Unit No. 48, Deming Ranchettes, as recorded April 4, 1963, Luna County, New Mexico.

The undersigned, Triple S Land Corporation, Carter W. Kirk, Attorney-in-Fact, being the owners of a tract of land located in Section 26, Township 24 South, Range 8 West, N.M.P.M., 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 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.
- 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 re
 - corded 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.
- 13. 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.

14. No swine may be raised, kept or bred on any lot.

15. No fence or wall except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer the front street, nor nearer the side street, than the property line.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this <u>974</u> day of April, 1963.

TRIPLE S LAND CORPORATION

Book Market States

0 WKINI By Attorney-in-Fa

STATE OF NEW MEXICO)) COUNTY OF LUNA)

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Notary Public

My Commission Expires:

My Commission Expires 10-26-66

STATE OF NEW MEXICO County of Luna SS. I certify that this instrument was filed for record at _____M.

APR 9

Page 2 of 2 pages

and recorded in book 41 of Alerda a page 263-4 John Hack County Clerk O'Ruth Klaic __ Deputy Reception No. 18412

1963

Upon Units 50 and 51, DEMING RANCHETTES, as recorded February 4, 1963, Luna County, New Mexico.

The undersigned, Triple S Land Corporation, Carter W. Kirk, Attorneyin Fact, being owners of tracts of land located in Sections 10 and 11, Township 25 South, Range 9 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in <u>Recapitulation of Restrictive Covenants on Deming Ranchettes</u> which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set its hand and seal this 13th day of February, 1963.

TRIPLE S LAND CORPORATION

By:

Attorney-i6-Fact

STATE OF NEW MEXICO) COUNTY OF LUNA)

On this 13th day of February, 1963, before me personally came CARTER W. KIRK, to me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the Vice-President and Secretary of TRIPLE S LAND CORPORATION, an Illinois Corporation authorized to do business in this state, bearing the date of the 10th day of September, 1962, and recorded in the Office of the County Clerk of Luna County, New Mexico on the 14th day of November, 1962, in Book Two, Power-of-Attorney Record, at Page 455, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of the TRIPLE S LAND CORPORATION, a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said corporation.

My Commission Expires: October 26, 1966

prox.

Notary Public

480

SLATE OF NEW MEXICO) County of Luna (S.S.) cortify that this instrument was filed for record at <u>10:34 A.M.</u>

FEB 15 1963

and recorded in book 40 cf Alleds page 480-82 John Hough County Clerk Carmen J. Bonnaley Deputy Rec. 1. 110. 1.76.9.4



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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)	

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 poducts is permitted.

3. Particular reference is directed to Paragraph 6 under SectionV 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 convenants 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

i. Lots may be used for single-family cwelling 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 Novem ber 1, 1962.

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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 800 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. No swine may be raised, kept or bred on any lot.

10. No fence or wall except necessary retaining walls of minimum height, shall be crected 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 and 38.

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 21.789 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 novious or offensive activity shall be carried on upon any for 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.

Upon Units 45, 46 and 47, DEMING RANCHETTES, as recorded January 7, 1963, Luna County, New Mexico.

The undersigned, Triple S Land Corporation, Carter W. Kirk, Attorney-in-Fact, being owners of tracts of land located in Sections 3, 4, 9 and 15, Township 25 South, Range 9 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in Recapitulation of Restrictive Covenants on Deming Ranchettes which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set its hand and seal this 8th day of January, 1963.

TRIPLE S LAND CORPORATION

0 ENMTANKI By:

Attorney-in-Fact

STATE OF NEW MEXICO

COUNTY OF LUNA

33

On this 8th day of January, 1963, before me personally came CARTER W. KIRK, to me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the Vice-President and Secretary of TRIPLE S LAND CORPORATION, an Illinois Corporation authorized to do business in this State, bearing the date of the 10th day of September, 1962, and recorded in the Office of the County Clerk of Luna County, New Mexico on the 14th day of November, 1962, in Book Two, Power-of-Attorney Record, at Page 455, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of the TRIPLE S LAND CORPORATION, a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

maa

Notary Public

My Commission Expires:

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STATE OF NEW MEXICO S S. County of Luna I certify that this instrument was filed for record at <u>2:40P</u>, M.

JAN 8 1953 and recorded in book 40 cf Deo da page 26 4 - 6 County Clark Kough Deput/ Reception No 17144

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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 SectionV 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 convenants 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:

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and the protocological officer and the second officer 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 1 to 8, incl., Block 2

 Tracts 7, 8, 39 and 40, Block 1

 UNIT No. 2

 Tracts 7, 8, 39 and 40, Block 1

 UNIT No. 3

 Tracts 1 to 8, incl., Block 23

 UNIT No. 4

 Tracts 24 to 31, incl., Block 17
 Tracts 15, 16, 27, 28, 29 and 30, Block 18

 Tracts 15, 16, 27, 28, 29 and 30, Block 18
 UNIT No. 5

 Tracts 9 and 25, Block 19
 UNIT No. 5

 Tracts 16 and 23, Block 12
 UNIT No. 23

 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
 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 Novem ber 1, 1962.

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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 800 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. No swine may be raised, kept or bred on any lot.

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 and 38.

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.

a following apply to all of the above

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.

* NOTE Section V, No. 3 Should read 600 square feet instead of 800 square feet.

Upon Unit 53, DEMING RANCHETTES, as recorded February 7, 1964, Luna County, New Mexico.

The undersigned, Triple S Land Corporation, Carter W. Kirk, Attorney-in-Fact, being owners of tracts of land located in Section 11, Township 24 South, Range 11 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in Recapitulation of Restrictive Covenants on Deming Ranchettes which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set its hand and seal this 8th day of February, 1964.



TRIPLE S LAND CORPORATION

BY: Attorney-in-Fact

STATE OF NEW MEXICO S COUNTY OF LUNA

On this 8th day of February, 1963, before me personally came CARTER W. KIRK, to me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the Vice-President and Secretary of TRIPLE S LAND CORFORNTION, an Illinois Corporation authorized to do business in this state, bearing the date of the 10th day of September, 1962, and recorded in the Office of the County Clerk of Luna County, New Mexico on the 14th day of November, 1962, in Book Two, Power-of-Attorney Record, at Page 455, the said CARTER W. KIRK, being the came person who executed the foregoing instrument as Attorney-in-Fact in behalf of the URIPLE S LAND CORPORATION, a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said corporation.

My Commission Expires:

October 26, 1966

2 L & E 2 Notary Publ

STATE OF NEW MEXICO SS. County of Luna I certify that this instrument was filed for record at /:15 P. M.

MAR 3 1964

and recorded in book 319 of deeds page 348-50 County Clark Buth King Daputy Reception No. 23372

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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)	
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 SectionV 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 convenants 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.

d, additionally and and a their protostonal services of offices,

- c. Private clubs for meeting rooms, without sale of foods or liquids.
- d. Private schools or professional training institutions.

Set-back lines for single-family dwelling or R-1 tracts obtain for permissive use under Paragraph 1 above.
 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

Upon Unit 52, DEMING RANCHETTES, as recorded June 3, 1963, Luna County, New Mexico.

The undersigned, Triple S Land Corporation, Carter W. Kirk, Attorney-in-Fact, being owners of tracts of land located in Sections 8 and 17, Township 24 South, Range 8 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in <u>Recapitulation of Restrictive</u> <u>Covenants on Deming Ranchettes which is attached hereto and</u> made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set its hand and seal this 22nd day of August, 1963.

TRIPLE S LAND CORPORATION

ALRE

Notary Public

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BY: Attorney-in-Fact

STATE OF NEW MEXICO) s COUNTY OF LUNA)

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On this 22nd day of August, 1963, before me personally came CARTER W. KIRK, to me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the Vice-President and Secretary of TRIPLE S LAND CORPORATION, an Illinois Corporation authorized to do business in this state, bearing the date of the 10th day of September, 1962, and recorded in the Office of the County Clerk of Luna County, New Mexico on the 14th day of November, 1962, in Book Two, Power-of-Attorney Record, at Page 455, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of the TRIPLE S LAND CORPORATION, a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said corporation.

My Commission Expires:

October 26, 1966

STATE OF NEW MEXICO SS.

I certify that this instrument was filed for record at <u>*II*. 40</u>*A*.M.

AUG 22 1963

and recorded in book 42 of Aleel County Clerk Deputy 19915 ention No.

RECAPITULATION of RESTRICTIVE COVENANTS on **DEMING RANCHETTES**

On all plats of Deming Ranchettes filed after November 1, 1962, 1	
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 SectionV 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 convenants 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:

19915

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

19715

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.

(or R-1) which comprises all tracts filed prior to November 1, 1962, NOT listed above, and as designated on all plats filed after Novem ber 1, 1962. 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 800 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. No swine may be raised, kept or bred on any lot.

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 and 38.

1. None of said land shall be subd'vided, 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.

Upon Units 42 and 44, DEMING RANCHETTES, as recorded December 3, 1962, Luna County, New Mexico.

The undersigned, Triple S Land Corporation, Carter W. Kirk, Attorneyin-Fact, being owners of tracts of land located in Sections 3 and 4, Township 25 South, Range 9 West, N.M.P.M., and in Sections 32 and 33, Township 23 South, Range 8 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in <u>Recapit-</u> <u>ulation of Restrictive Covenants on Deming Ranchettes which is attached</u> hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set its hand and seal this 3rd day of December, 1962.

TRIPLE S LAND CORPORATION

awant By:

Attorney-in-Pact

STATE OF NEW MEXICO

SS

On this 3rd day of December, 1962, before me personally came CARTER W. KIRK, to me personally known to be the person described and appointed Attorney-in-fact and by a certain power of attorney executed by the Vice-President and Secretary of TRIPLE S LAND CORPORATION, an Illinois Corporation authorized to do business in this state, bearing the date of the 10th day of September, 1962, and recorded in the Office of the County Clerk of Luna County, New Mexico on the 14th day of November, 1962, in Book Two, Power-of-Attorney Record, at Page 455, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of the TRIPLE S LAND CORPORATION, a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

mag Notary

My Commission Expires:

My Commission Expires 10-26-66



11

STATE OF NEW MEXICO County of Luna SS.

I certify that this instrument was filed for record at 10:04A. M.

DEC 3 1962

and recorded in book 40 of Reeds O.R. Alunto · County Clerk 75.115.60 Reception

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

16689

On all plats of Deming Ranchettes filed after November 1, 1962, a	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 as y 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 SectionV 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 convenants 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

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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 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

area.

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

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

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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 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. No swine may be raised, kept or bred on any lot.

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 and 38.

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:

Lux 907

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.

Upon Blocks One (1) to Twenty-four (24), inclusive, Amended UNIT NO. 2, DEMING RANCHETTES, as recorded September 6, 1961, in office of County Clerk of Luna County, New Mexico.

The undersigned, Triple S. Land Corp., Martin Atkin, Vice President, being the owners of a tract of land located in Section 27, Township 24 South, Range 8 West, N.M.P.M., in Luna County, New Mexico, hereby declares the following Restrictive Covenants shall apply to that portion of said real estate as hereinafter 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.

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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.

9. Enforcement shall be by 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 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 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. 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 lot line.

14. A two inch (2") tolerance variation is by reason of mechanical variances of construction allowable for minimum distance requirements from interior lot lines.

The undersigned, identified above, further declare the following Restrictive Covenants shall apply to that portion of said real estate as hereinafter described:

15. Lots may be used for single-family dwellings or multiple family dwellings, except that no more than a three family unit, containing no less than 500 square foot ground area per family unit excluding porches and garages may be erected or constructed on any lot.

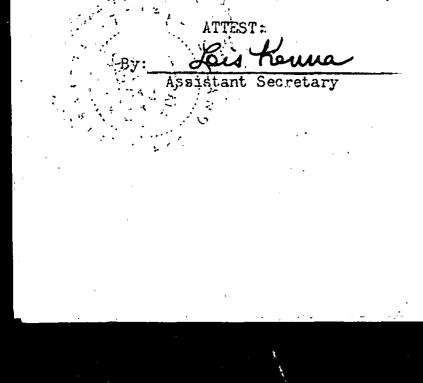
16. All other covenants recited above and not in conflict with paragraph 16 above shall apply.

The undersigned, identified above, further declare the following Restrictive Covenants shall apply to that portion of said real estate hereinafter described:

Lots 1 to 6, inclusive and 41 to 16, inclusive, Block 1

- 17. These lots may be used for commercial purposes which are retail or service in nature, except that no junk yards may be established nor shall any body or engine repair be permitted except within confines of a building, nor shall any exterior storage of parts or products be permitted.
- 18. Building set-back shall be 50 feet from front lot line, 25 feet from side street line and 30 feet from rear lot line.
- 19. All trash, waste, etc., shall be stored in permanent containers until removed.
- 20. All other covenants not at conflict with paragraphs 17 through 19 above shall govern and be applicable.

IN WITNESS WHEREOF, the undersigned have hereunder set their hands and seals this Sixteenth day of October, 1961.



TRIPLE S, LAND CORPA

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Upon Blocks One (1) to Twelve (12), inclusive, UNIT NO. 3, DEMING RANCHETTES, as recorded September 6, 1961, in office of County Clerk of Luna County, New Mexico.

The undersigned, Triple S Land Corp., Martin Atkin, Vice President, being the owners of a tract of land located in Section 34, Township 24 South, Range 8 West, N.M.P.M., in Luna County, New Mexico, hereby declares the following Restrictive Covenants shall apply to that portion of said real estate as hereinafter 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 a 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 om 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.

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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 dwners of the lots has been recorded, agreeing to change said covenants in whole or in part.

STATE OF NEW MEXICO SS.

I hereby certify that the within instrument in writing was filed for record in my office on the <u>17</u> day of <u>Oct.</u> A.D. 196/ at <u>9:34/M</u>. and recorded in Book <u>36</u> of <u>Deedo</u> Page<u>363</u>-4 <u>County Cierk</u> <u>Deputy</u> Reception No. <u>12032</u>

Box 907 Gotes KINK

BRSTERGES ROTEMANTS

Upon Blocks One (1) to Six (6), inclusive, UNIT NO. 31, DEMING RANCH-ETTES, as recorded May 7, 1962.

Upon Blocks One (1) to Fifteen (15), inclusive, UNIT 34, DEMING RANCHETTES, as recorded May 7, 1962.

Upon Blocks One (1) to Eighteen (18), inclusive, UNIT 35, DEMING RANCHETTES, as recorded May 7, 1962.

Upon Blocks One (1) to Six (6), inclusive, of UNIT NO. 21, DEMING RANCHETTES, as recorded May 7, 1962

Upon Blocks One (1) to Three (3), inclusive, of UNIT NO. 22, DEMING RANCH-ETTES, as recorded May 7, 1962.

Upon Blocks One (1) to Seven (7), inclusive, of UNIT NO. 25, DEMING RANCH-ETTES, as recorded May 7, 1962.

Upon Blocks One (1) to Six (6), inclusive, UNIT NO. 41, DEMING RANCHETTES, as recorded May 7, 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 26, 27 and 32, Township 23, South, Range 7 West, N. M. P. M. and Section 26, Township 24 South, Range 9 West, N. M. P. M., and Sections 8 and 20, Township 25 South, Range 8 West, N. M. P. M. and Section 33, Township 24 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

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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 (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 ______ day of May, 1962.

ATTEST:

nenna Bv: dora Assistant Secretary

TRIPLE S LAND CORP. Bv: Vice President

STATE	OF	NEW	MEXICO)	
COUNTY	OF	Be	rnalille)	នទ

The foregoing instrument was acknowledged before me this <u>?tl</u>day of May, 1962, by <u>Martin</u> <u>Athin</u>, <u>Vice President</u>

196

of TRIPLE S LAND CORPORATION, an Illinois corporation, authorized tobusiness in New Mexico, on behalf of said corporation.

My commission Expires:

10-6-63 STATE OF NEW MEXICO SS. County of Luna I certify that this instrument was filed for record at 9: 15 A. M.

MAY 14 1962

and recorded in book 3 8 of Deele page 195-16 C. R. Marca Alea County Cierk Reception No. 14 62.5

Ranchettes 112 W. P.n Dem 1219

ranna Notary Public

14301

Upon Blocks One (1) to Twelve (12), inclusive, UNIT NO. 32, DEMING RANCHETTES, as recorded April 2, 1962.

Upon Blocks One (1) to Twelve (12), inclusive, UNIT NO. 33, DEMING RANCHETTES, as recorded April 2, 1962.

Upon Blocks One (1) to Twelve (12), inclusive, UNIT NO. 37, DEMING RANCHETTES, as recorded April 2, 1962.

Upon Tracts numbered One (1) to Ten (10), inclusive, and Thirty-five (35) to Forty-four (44), inclusive, of Block Thirteen (13) and Tracts numbered One (1) to Twenty-two (22), inclusive and Thirty-four (34) to Forty-four (44), inclusive, of Block Fourteen (14) and upon Blocks One (1) to Twelve (12), inclusive, and Fifteen (15) to Twenty-five (25), inclusive, of UNIT NO. 36, DEMING RANCH_ ETTES, as recorded April 2, 1962.

Upon Tracts One (1) to Six (6), inclusive of Block Eight (8) and Blocks One (1) to Seven (7), inclusive, UNIT NO. 24, DEMING RANCH_ ETTES, as recorded April 2, 1962.

Upon Tracts One (1) to Fifteen (15), inclusive, and Twenty-four (24) to Forty (40), inclusive, Block Twelve (12) and upon Tracts One (1) to Eighteen (18), inclusive, and Twenty-six (26) to Forty-two (42), inclusive, of Blocks Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), and upon Blocks One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) of UNIT NO. 23, DEMING RANCHETTES, as recorded April 2, 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 28, 29, 32 and 33, Township 23 South, Range 7 West, N. M. P. M. and Section 2 and 35, Township 25 South, Range 9 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 rered for housing of animals permitted.

-98

- 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.
- No building shall be located on any building plot nearer than 4. 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 to encroach upon another lot.

Easements for installation and maintenance of utilities will 5• 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 a privy shall be permitted, except during construction. All construction shall be completed within six months from 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 and 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 time of 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.

The undersigned, identified above, further declare the following Restrictive Covenants shall apply to that portion of said real estate as hereinafter described:

Upon Tracts Sixteen (16) and Twenty-three (23) of Block Twelve (12) and Tracts Eighteen (18) and Twenty-five (25) of Blocks Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), UNIT NO. 23, DEMING RANCHETTES, as recorded April 2, 1962.

14307

Upon Tracts Seven (7), and Eleven (11) to Eighteen (18), inclusive, of Block Eight (8) of UNIT NO. 24, DEMING RANCHETTES, as recorded April 2, 1962.

Upon Tracts Eleven (11) and Thirty-four (34), Block Thirteen (13) and Tracts Twenty-three (23) to Thirty-three (33), inclusive, of Block Fourteen (14), UNIT 36, DEMING RANCHETTES, as recorded April 2, 1962

- 14. Lots may be used for single-family dwellings or multiple family dwellings, except that no more than a three family unit, containing no less than 500 square foot ground area per family unit excluding porches and garages may be erected or constructed on any lot.
- 15. All other covenants recited above and not in conflict with paragraph 14 above shall apply.

The undersigned, identified above, further declare the following Restrictive Covenants shall apply to that portion of said real estate hereinafter described:

Upon Tracts Twelve (12) to Thirty-three (33), inclusive, of Block Thirteen (13), UNIT NO. 36, DEMING RANCHETTES.

Upon Tracts Eight (8), Nine (9) and Ten (10) of Block Eight (8) and all of Block Nine (9), UNIT NO. 24, DEMING RANCHETTES.

Upon Tracts Seventeen (17) to Twenty-two (22), inclusive, Block Twelve (12), and Tracts Nineteen (19) to Twenty-four (24), inclusive, Blocks Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), UNIT NO. 23, DEMING RANCHETTES.

- 16. These lots may be used for commercial purposes which are retail or service in nature, except that no junk yards may be established nor shall any body or engine repair be permitted except within confines of a building, nor shall any exterior storage of parts or products be permitted.
- Building set-back shall be 50 feet from front lot line, 25 feet 17. from side street line and 30 feet from rear lot line.
- 18. All trash, waste, etc., shall be stored in permanent containers until removed.
- All other covenants not at conflict with paragraphs 16 through 19. 18 above shall govern and be applicable.

IN WITENESS WHEREOF, the undersigned have hereunder set their hands and seals this 946 day of April, 1962

ATTEST:

Lanna Assistant Secretary

TRIPLE, & LAND CORPORATION BY Vice President

STATE OF NEW MEXICO) SS

COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this

9th day of April, 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.

100

MY COMMISSION EXPIRES:

My Commission Expires Oct. 6, 1963

Notary Public

STATE OF NEW MEXICO 55. County of Luna I certify that this instrument was filed for

record at 10:024 M.

APR 16 1962

and recorded in book 35 of Deeds page 98-100 Bo theoples County Cierk Almah Deputy Reception Mo. (4.307

Ran chettes 112 W. Pine

Upon Blocks One (1) to Twenty (20), inclusive, UNIT NO. 17, DEMING RANCHETTES, as recorded March 21, 1962.

See.

Upon Blocks One (1) to Eight (8), inclusive, UNIT NO. 27, DEMING RANCHETTES, as recorded March 21, 1962.

Upon Blocks One (1) to Twelve (12), inclusive, UNIT NO. 28, DEMING RANCHETTES, as recorded March 21, 1962.

Upon Blocks One (1) to Eight (8), inclusive, UNIT NO. 29, DEMING RANCHETTES, as recorded March 21, 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 Section 8, Township 24 South, Range 8 West, N.M.P.M.; and in Sections 21, 22 and 24, Township 25 South, Range 10 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:

- None of said land shall be subdivided, nor shall any dwelling 1. 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 to encroach upon another lot.
- 5. Easements for installation and maintenance of utilities will be limited to 10 feet.

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- 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 a privy shall be permitted, except during construction. All construction shall be completed within six months from 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 2940 day of March, 1962.

ATTEST: BY: <u>Assistant Secretary</u>.

32

TRIPLE S LAND CORP.

STATE OF NEW MEXICO) : SS COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this

<u>29 th</u> day of March, 1962, by <u>marken Atken</u> <u>Lice Prevident</u> of TRIPLE S LAND CORPORATION, an Illinois corporation, authorized to do business in New Mexico, on behalf of said corporation.

-2-

MY COMMISSION EXPIRES:

My Commission Expires Oct. 6, 1962

E. Service Brech.

STATE OF NEW MEXICO) County of Luna 5 S.3. I certify that this Instrument was filed for record at 9.10.00 M.

APR 3 1962

and recorded in book 35 of <u>Alecter</u> page 31-32 <u>County Clerk</u> <u>Oracle Deputy</u> Reception No. 14105

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terre a service restande **to state title that den and end of any** of the restance of the service of the service

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 RANCH-ETTES, 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.

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- 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 twentyfive 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 15 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 _____ day of March, 1962.

ATTEST:

TRIPLE S LAND CORP.

Vice President

STANKE AND A

LA. renna By:

Assistant Secretary

STATE OF NEW MEXICO) SS COUNTY OF <u>Bernatile</u>)

The foregoing instrument was acknowledged before me this <u>7</u><u>H</u> day of March, 1962, by <u>martin Atkin</u>, <u>Uice President</u> of TRIPLE S BAND CORPORATION, an Illinois corporation, authorized to do business in New Mexico, on behalf of said corporation.

My Comm. Expires 963

Notary Public

2 -

STATE OF NEW MEXICO SS. County of Luna I certify that this instrument was filed for record at 3:00 P. M. MAR 15 1962 and recorded in book 37 of Algeda 433-7 Hecotres County Clerk mile Strang Deputy Reception No. 13795

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Upon Blocks One (1) to Six (6), inclusive, Unit No. 6, Deming Ranchettes, as recorded February 5, 1962, Luna County, New Mexico.

The undersigned, Triple S Land Corporation, Martin Atkin, Vice President, being the owners of a tract of land located in Section 26, Township 24 South, Range 8 West, N.M.P.M., 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 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.
- 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.
- 13. 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.

- 14. No swine may be raised, kept or bred on any lot.
- 15. No fence or wall except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer the front street the property line.

IN WITNESS WHEREOF, The undersigned have hereunder set their hands and seals this <u>1946</u> day of February, 1962.

By Loi Kanna

Assistant Secretary

TRIPLE S LAND CORPORATION

By

Vice President

STATE OF NEW MEXICO COUNTY OF LUNA

SS.

The	e for	rego	ing in:	strume	nt was	acknowle	dged	before a	me t	his 🔟	9th	
day	r of	Feb	ruary,	1962,	by, <u>7</u>	martis	n A	ttpin	,2	Vice Pr	esident	4
of	Trip	ole	S Land	Corpo	ration,	Deming,	New	Mexico,	an	Illinois	corporat	ion
on	heha	hle	of said	dearn	oration							

Maine Brooks

Notary Public



326

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ATTEST.

Page 2 of 2 pages

STATE OF NEW MEXICO SS. County of Luna SS. I certify that this instrument was filed for record at <u>Y' 05 P</u> M.

FEB 2.0 1962

and recorded in book 37 of Seedo page 325-6 C. R. Acades, County Clerk Come Reception No. 13435

112 W. Pine

Upon Block One (1), UNIT NO. 7, and Block One (1), UNIT NO. 8, DEMING RANCHETTES, as recorded February 5, 1962.

The above is recorded in the Office of the County Clerk, Luna County, New Mexico.

The undersigned, Triple S Land Corporation, Martin Atkin, Vice President, being the owners of tracts of land located in Section 31, Township 24 South, Range 7 West, N. M. P. M., and in Section 6, Township 25 South, Range 7 West, N. M. P. M., all being located 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 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.

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- 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 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 of 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 <u>1746</u> day of August, 1962

ATTEST:

BY: renna Assistant Secretary

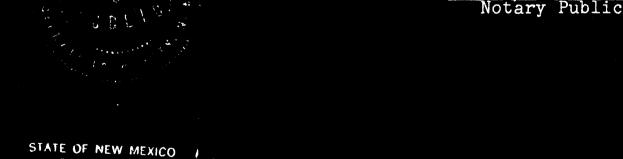
TRIPLE S LAND CORP. BY: Thin President

STATE OF NEW MEXICO) : SS COUNTY OF BERNALILLO)

MY COMMISSION EXPIRES:

10-6-63

E. Lorraine Brooks



County of Luna (SS. I certify that this instrument was filed for record at <u>/:40 P.</u> M.

AUG 29 1962

and recorded in book 39 cf Soc de page 163-4 County Classic Reception No. 1509

Jaming Chan chetto

Upon Blocks One (1) to Six (6), inclusive, UNIT NO. 43, DEMING RANCH-ETTES, as recorded September 5, 1962.

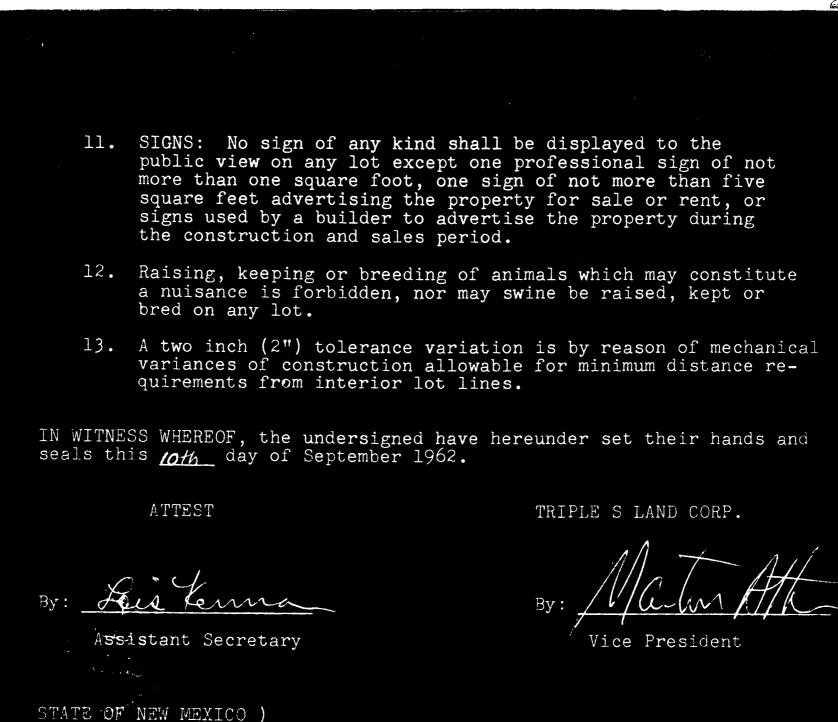
The above is recorded in the Office of the County Clerk, Luna County, New Mexico.

The undersigned, Triple S Land Corp., Martin Atkin, Vice President, being the owners of tracts of land located in Section 21, Township 24 South, Range 9 West, N.M.P.M., being in Luna County, New Mexico, hereby declares the following Restrictive Covenants shall apply to that portion of said real estate as hereinbefore described:

- None of said land shall be subdivided, nor shall any dwell-1. ing 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.
- No building shall be located on any building plot nearer 4. 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 which may be or may become an annoyance or nuisance thereon 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.

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- ි . 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.
- Enforcement shall be proceedings at law or in equity against 9. any person or persons violative or attempting to violate any covenant either to restrain violation or to recover damages.
- Invalidation of any one of these covenants by judgment or 10. court order shall in no wise effect any of the other provisions which shall remain in full force and effect.



The foregoing instrument was acknowledged before me this <u>ICH</u> day of September, 1962, by <u>Provide Altroperto</u>, <u>these Provident</u> of TRIPLE S LAND CORPORATION, an Illinois corporation, authorized to do business in New Mexico, on behalf of said corporation. Hy Commission Expires: <u>E. Actual Bacedo</u> Notary Public

SS

235

STATE OF NEW MEXICO / SS.

I certify that this instrument was filed for record at 11:50A.M.

COUNTY OF Kennedick

SEP 14 1962 and recorded in book <u>39</u> of <u>Seeds</u> page <u>23475</u> CAR. <u>Jelig</u> County Cler County Clerk John Staligh Deputy Reception No. 15-964 \overline{U}

Bey 909

Upon Blocks Eight (8) and Nine (9), Unit No. 25, DEMING RANCHETTES, as recorded March 21, 1962, Luna County, New Mexico, and Block Three (3), Unit No. 40, DEMING RANCHETTES, as recorded August 6, 1962, Luna County, New Mexico.

The undersigned, Triple S Land Corporation, Martin Atkin, Vice President, being the owners of tracts of land located in Sections 26 and 27, Township 24 South, Range 8 West, N.M.P.M., in Luna County, New Mexico, hereby declares the following Restrictive Covenants shall apply to that portion of said real estate as hereinbefore described:

- 1. No improvement shall be placed upon the subject property which shall be closer than 60 feet to the Columbus road or closer than 25 feet to the rear lot 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 allies, plants in which manufacturing maybe accomplished so long as the manufacturing constitutes the assembling 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 mor 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.
- 7. 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.
- 8. 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.

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9. 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.

IN WITNESS WHEREOF, The undersigned have hereunder set their hands and seals this $13H_1$ day of August, 1962.

ATTEST

By

Assistant Secretary

TRIPLE S LAND CORPORATION

By

Vice President

STATE OF NEW MEXICO) COUNTY OF Bernslille)

The foregoing instrument was acknowledged before me this <u>137h</u> day of August, 1962, by <u>August</u>, <u>Martin Abin</u> of Triple S Land Corporation, Deming, New Mexico, an Illinois corporation, on behalf of said corporation.

My Commission Expires:

10-65-63

Serraine Brook E,

Notary Public

STATE OF NEW MEXICO) County of Luna

ζ \$ S.

) certify that this instrument was filed for record at 1.42P M.

AUG 2.9 1962

and recorded in book 39 of Sec. page 165-6 County Clerk Deputy Reception No. 15010

Derry Ramitette

Upon the Southeasterly portion of Block One (1) of UNIT NO. 7, DEMING RANCHETTES, as recorded February 5, 1962, Records of Luna County, New Mexico, and more particularly described as:

The unplatted portion of said Block One (1) bounded on the West by San Juan Road and on the South by San Joaquin Road, and measuring 1312.91 feet North to South, and 565.0 feet East to West.

The undersigned, Triple S Land Corp., Martin Atkin, Vice President, being the owners of tracts of land located in Section 31, Township 24 South, Range 7 West, N.M.P.M., 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

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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 27 Hh day of June, 1962. ATTEST: TRIPLE S LAND CORP. Bv: By: Vice President Assistant Secretary

STATE OF NEW MEXICO) ss

The foregoing instrument was acknowledged before me this <u>27</u> day of June, 1962, by <u>Martin Atkin</u>, <u>Vice Preident</u> of TRIPLE S LAND CORPORATION, an Illinois corporation, authorized to do business in New Mexico, on behalf of said corporation. My Commission Expires:

ine Brooks

Notary Public

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STATE OF NEW MEXICO County of Luna

S S S.

I certify that this instrument was filed for record at $\underline{//...06A.M.}$

JUL 6 1962

and recorded in book 35 of Decks 426-7 page County Clerk Deputy ATIL Stand Reception No. 15236

15283

Upon Blocks One (1) to Three (3), inclusive, Unit No. 38, Deming Ranchettes, as recorded July 2, 1962, Luna County, New Mexico.

The undersigned, Triple S Land Corporation, Martin Atkin, Vice President, being the owners of a tract of land located in Section 29, Township 24 South, Range 9 West, N.M.P.M., 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 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.
- 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.
- 13. 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.

14. No swine may be raised, kept or bred on any lot.

15. No fence or wall except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer the side street nor nearer the front street than the property line.

IN WITNESS WHEREOF, The undersigned have hereunder set their hands and seals this $\underline{676}$ day of July, 1962.

ATTEST

· doct

Assistant Secretary

TRIPLE S LAND CORPORATION

By Vice President

STATE OF NEW MEXICO COUNTY OF Bernalillo

ss.

The foregoing instrument was acknowledged before me this 6th day of July, 1962, by, martin atkin, Vice President of Triple S Land Corporation, Deming, New Mexico, an Illinois corporation, on behalf of said corporation.

Lorraine Brooks 6.

Notary Public

My Commission Expires: 10-6-63

A FOR A A A CONTRACT

STATE OF NEW MEXICO \$ 9. County of Luna I certify that this instrument was filed for record at L. do P. M.

445

JUL 1 2 1962 and recorded in book 3 of Deeda page 444-5 C. G. Atrahan County Clerk Deputy

Reception No. 152 P3

 $P_{(V,v)}$

Box 907

15371

Upon Blocks One (1) to Six (6), inclusive, UNIT NO. 39, DEMING RANCHETTES, as recorded July 13, 1962.

The above is recorded in the Office of the County Clerk, Luna County, New Mexico.

The undersigned, Triple S Land Corp., Martin Atkin, Vice-President, being owners of tracts of land located in Section 15, Township 25 South, Range 9 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 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

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privy be permitted, except during construction. All construction shall be completed within six months from 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 17th day of July, 1962.

ATTEST: BY: Lois Kenna

Assistant Secretary

TRIPLE S LAND CORP.

BY:

Vice-President

STATE OF NEW MEXICO SS COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me this 17th day of July, 1962, by Martin atte of TRIPLE S LAND CORPORATION, an Illinois corporation, authorized to do business in New Mexico, on behalf of said corporation. MY COMMISSION EXPIRES:

9-14-64 Notary Public STATE OF NEW MEXICO **S** S. County of Luna I certify that this instrument was filed for record at 10:00A M. JUL 20 1962 and recorded in book 30 of Deede - 2 -County Clerk Deputy Reception No. 15371 Bex 907

Milvin S Falck

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"pon blocks 1 to 6, inclusive, amended Unit No. 1, Deming Ranchettes, as recorded September 6, 1961, Luna County, New Mexico.

The undersigned, Triple S Land Corp., Martin Atkin, Vice President, being the owners of a tract of land located in Section 26, township 24 South, Range 8 West, N.M.P.M., in Luna County, New Mexico hereby declares the following restrictive Convenants shall apply to that portion of said real estate as hereinafter described:

Lots 30-44, inclusive, Lots 1-17, inclusive, and lots 27 to 42, Incl. Block 2 Lots 1-41, inclusive, Lots 1-42, inclusive, Lots 1-21, inclusive, & lots 28 to 42, Incl. Block 5 Lots 1-15, inclusive, & Lots 28 to 42, Incl. Block 6

. 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 convenant, 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 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 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.

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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 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. 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 alowable for minimum distance requirements from interior lot lines.

The undersigned, identified above, further declare the following Restrictive Convenants shall apply to that portion of said real estate as hereinafter described:

Lots 1-17, inclusive,	Block l
Lots 28 & 29	Block 1
Lots 18-21, inclusive,	Block 2
Lots 22-27, inclusive,	Block 5
Lots 16, 17, 26, & 27.	Block 6

16. 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 ground area per family unit excluding porches and garages may be erected or constructed on any lot.

17. All other covenants recited above and not in conflict with paragraphs 16 above shall apply.

The undersigned, identified above, further declare the following Restrictive Covenants shall apply to that portion of said real estate as hereinafter described:

	Lots	18-27,	, inc	lu	sive,			Blo	ock l	
	Lots	18-25	, ind	lus	sive,			Blo	ock 6	
18.	These	lots	may	be	used	for	commercial	purposes	which	are

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retail in nature or of service in nature.

19. 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.

20. Particular reference is directed to paragraph 6 above.

21. 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.

22. All trash, waste, etc., shall be stored in permanent container.

23. All other covenants not at conflict with paragraphs 18 thru 22 above shall govern and be applicable.

IN WITNESS WHEREOF, The undersigned have hereunder set their hands, and seals this 1914 day of December, 1961.

Triple S Land Corp.

By Vice President

enna By Secretary

ATTEST

STATE OF NEW MEXICO SS. County of Luna

I neredy certify that the within	
writing was filed for record in n	
_ 21 day of A.D. 19 6.	
and recorded in Book 37 of	rleeds Page 94-6
. R. Lugher	_County Clerk
Cr	Deputy

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Reception No. 12599

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Upon blocks 1 to 24, inclusive, Unit No. 4, Deming Ranchettes, as re= corded December 4, 1961, Luna County, New Mexico.

The undersigned, Triple S Land Corp., Martin Atkin, Vice-President, being the owners of a tract of land located in Section 35, Township 24 South, Range 8 West, N.M.P.M., in Luna County, New Mexico, hereby declares the following restrictive Covenants shall apply to that portion of said real estate as hereinafter described:

All of Blocks Numbered 1 to 22, inclusive, and Lots numbered 12 to 22, inclusive, in Block Numbered 23.

- 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 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 anytime 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 twentyfive 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

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- 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 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. No swine may be raised, kept or bred in 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.

The undersigned, identified above, further declare the following Restrictive Covenants shall apply to that portion of said real estate as hereinafter described:

Lots 1 to 11, inclusive, in Block Numbered 23

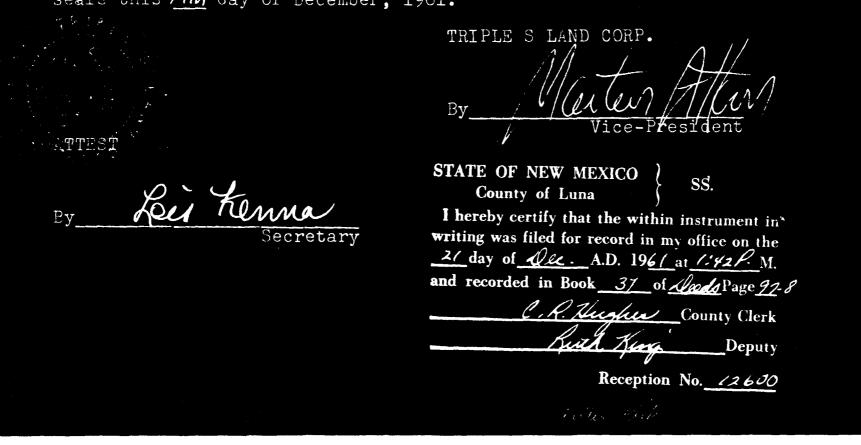
- 16. Lots may be used for single-family dwelling or multiple family dwelling, except that no more than a three family unit containing no less than 500 square foot ground area per family unit excluding porches and garages may be erected or constructed on any lot.
- 17. All other covenants recited above and not in conflict with paragraphs 16 above shall apply.

The undersigned, identified above, further declare the following Restrictive Covenants shall apply to that portion of said real estate as hereinafter described:

All of Block Numbered 24

- 18. These lots may be used for commercial purposes which are retail in nature or of service in nature.
- 19. 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.
- 20. Particular reference is directed to paragraph & above.
- 21. 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.
- 22. All trash, waste, etc., shall be stored in permanent containers.
- 23. All other covenants not at conflict with paragraphs 18 thru 22 above shall govern and be applicable.

IN WITNESS WHEREOF, The undersigned have hereunder set their hands and seals this 1946 day of December, 1961.



Filed for Record Feb. 12, A. D. 1962, at 11:50 A. M. C. R. Hughes, County Clerk By Ruth King, Deputy Bk. 37 Deeds Pg. 299-300 RESTRICTIVE COVENANTS 13315 Upon Blocks Two (2) to Twelve (12), inclusive, UNIT NO. 7, DEMING RANCHETTES, as recorded February 5, 1962. Upon Blocks Two (2) to Thirteen (13), inclusive, UNIT NO. 8, DEMING RANCHETTES, as recorded February 5, 1962. Upon Blocks One (1) to Four (4), inclusive, UNIT NO. 9, DEMING RANCHETTES, as recorded February 5, 1962. Upon Blocks One (1) to Six (6), inclusive, UNIT NO. 10, DEMING RANCHETTES, as recorded February 5, 1962. Upon Blocks One (1) to Three (3), inclusive, UNIT NO. 11, DEMING RANCHETTES, as recorded February 5, 1962. Upon Blocks One (1) to Twelve (12), inclusive, UNIT NO. 14, DEMING RANCHETTES, as recorded February 5, 1962. Upon Blocks One (1) to Fifteen (15), inclusive, UNIT NO. 15, DEMING RANCHETTES, as recorded February 5, 1962. Upon Blocks One (1) to Twenty-Four (24), inclusive, UNIT NO. 19, DEMING RANCHETTES, as recorded February 5, 1962. Upon Blocks One (1) to Twenty-Seven (27), inclusive, UNIT NO. 20, DEMING RANCHETTES, as recorded February 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, 26, and 32, Township 24 South, Range 8 West, N.M.P.M.; and in Section 31, Township 24 South, Range 7 West, N.M.P.M.; and in Sections 1, 5, and 12, Township 25 South, Range 8 West, N.M.P.M.; and in Section 6, Township 25 South, Range 7 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 re-

3. No dwelling shall be permitted on any lot of which the ground floor

quired for housing of animals permitted.

- 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 if 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 _____ day of February, 1962.

ATTEST:

renna Jour By:

Assistant Secretary

TRIPLE S LAND CORP. By:

Vice President

STATE OF NEW MEXICO SS COUNTY OF Bernalillo

The foregoing instrument was acknowledged before me this $_$ day of February, 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 Commission Expires: My Commission Expires Oct. 6, 1963 Notary Public 2

Deed Restrictions

AHP Project # 2006B0929

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1 CAT 17904

LUNA COUNTY-NM KAREN SMYER, CLERK 200703787 1 of 3 06/18/2007 12:25:17 PM BY ANDREA

THE STATE OF NEW MEXICO COUNTY OF LUNA

The undersigned, Fred <u>B Munoz and Meagan Luna, ("Owner"</u>), is the owner of certain real property and improvements located at 6835 <u>Amapola Rd. SE, Deming, New</u> Mexico 88030, and more particularly described on Exhibit A attached hereto and incorporated herein for all purposes (the "Property"). For value received, the adequacy and sufficiency of which are hereby acknowledged, Owner does hereby impress the Property with the following deed restrictions:

For purposes of these restrictions, the following terms have meaning indicated:

"Retention Period" means a period of five (5) years beginning on the date hereof.

"Bank" means the Federal Home Loan Bank of Dallas or its designee.

"Direct Subsidy" means the amount funded by the Bank for the benefit of the prospective Owner, for the purpose of assisting such Owner in the purchase, construction or rehabilitation of the Property which Direct Subsidy shall not exceed \$8,000.

"Low or moderate income household" means a family with an income at or below 50% of the area median family income as determined by the United States Department of Housing and Urban Development, with adjustments for family size.

"Retention Period" means a period of five (5) years beginning on June 15, 2007.

- 2. The Bank is to be given notice of any sale or refinancing of the Property that occurs during the Retention Period.
- 3. In the event of a sale of the Property during the Retention Period, an amount equal to a pro rata share of the Direct Subsidy, reduced by 1/60 for every month the selling Owner owned the Property, shall be repaid to the Bank from any net gain realized upon the sale of the property after deduction for sales expenses, unless the purchaser is a Low or Moderate Income Household.
- 4. In the event of a refinancing during the Retention Period, an amount equal to a pro rata share of the Direct Subsidy, reduced by 1/60 for every month the selling Owner owned the Property, shall be repaid to the Bank from any net gain realized upon the refinancing, unless the property continues to be subject to these deed

restrictions.

5.

This instrument and these restrictions are subordinate to any valid outstanding lien against the property currently of record. Foreclosure of such prior recorded shall extinguish this instrument and these restrictions.

6. The provisions of this instrument are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of Owner who may acquire any right, title, or interest in or to the Property, or any part thereof. Owner, its successors, heirs, and assigns hereby agree and covenant to abide by and fully perform the provisions of this instrument.

Owner understands and agrees that this instrument shall be governed by the laws of the State of New Mexico and that venue for any action to enforce the provisions of this instrument shall be in Luna <u>County</u>.

EXECUTED this 15 day of June, 200?

By:

FRED B. MUNUZ Fred B Munoz, Owner

THE STATE OF NEW MEXICO COUNTY OF LUNA

This instrument was acknowledged before	me on the	15	_day of	June,
2007.	,			

By Fred B. MUNOZ + Meaga (Owners).

commission expires:

Signature-Notary Public, State

negg Printed Name

Notary Public, State of New Mexico

*FHLB AHP Grant Program-Bank of Albuquerque N.A. member bank

LUNA COUNTY-NM KAREN SMYER, CLERK 200703787 2 of 3 06/18/2007 12:25:17 PM BY ANDREA

Exhibit A Property Description

Legal Description:Tract numbered six (6) in block numbered twenty-nine (29) in unit numbered forty-two (42) of the DEMING RANCHETTES, a subdivision in Luna County, New Mexico

Homeowner Name(s):Fred B. Munoz and Meagan Luna Address: 6835 Amapola Rd. SE Deming, New Mexico 88030

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LUNA COUNTY-NM KAREN SMYER, CLERK 200703787 3 of 3 06/18/2007 12:25:17 PM BY ANDREA

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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 N½ of Sections 7 and 8, T26S, R7W, N.M.P.M., and the N½N½ 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

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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 orches 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 be-come 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 reminimum distance requirements from interior lot lines.

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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 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 be-ne 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 prenant either to restrain violation or to recover damages. coven

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 this SELECT WESTERN LANDS INC. O knowna Carte Kirk Attorney-in-Fact STATE OF NEW MEXICO 33 County of Luna On this <u>J6</u> 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 exeucted 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 F. 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 2 6 1970

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RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

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On all plats of Deming Ranchettes filed after November 1, 1962, t	he 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, 1 Below are listed the Restrictive Covenants and the tracts to which the	use designation and restrictions were denoted by legal descripti ey apply:

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

t. 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 annoyanc 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 I 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.

S. Particular reference is directed to Paragraph 6 under SectionV 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 convenants under all other Sections not at conflict with Paragraphs 1 thru 5 above shall govern and he 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 12

 Tracts 39 to 46, incl., Block 12

 Tracts 7, 8, 39 and 40, Block 12

 Tracts 1 to 8, incl., Block 2

 Tracts 1 to 8, incl., Block 1

 UNIT No. 2

 Tracts 1, 4, 33 and 34, Block 1

 UNIT No. 3

 Tracts 1, 8, 39 and 40, Block 1

 UNIT No. 3

 Tracts 1 to 1, incl., Block 23

 UNIT No. 4

Tracts	14 to 31, inck. Block 17 15, 16, 27, 28, 29 and 30, Block 18
	9 and 25, Block 19
	16 and 23, Block 12 18 and 25, of Blocks 7, 8, 9, 10 and 11
Tracts	7 and 11 to 18, incl., Block 8

Tracts 11 and 34, Block 13 Tracts 23 to 33, incl., Block 14 UNIT No. 24 UNIT No. 36

UNIT No. 5 UNIT No. 23

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 crected 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

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(or R-1) which comprises all tracts filed prior to November 1, 1962, NOT listed above, and as designated on all plats filed after Novem ber 1, 1962. 85

I. 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 its 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. MECHANIGAL 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 trajler, 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.

r 240 square feet, whichever is larger. 8. An outside storage room or space will be premitted on each tract, but not to exceed 8 feet in height nor 80 square feet in area, and nust 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.

The undersigned, Select Western Lands Inc., Carter W. Kirk, Attorney-in-Fact, being owners of tracts of land located in Sections 3, 4, 7, 8, 9, 10, 15, 16 and 18, Township 26 South, Range 6 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as outlined below upon the individual tracts, blocks or units, shall apply to said real estate as designated and hereby cancel the Restrictive Covenants at variance here-with as filed in the office of the County Clerk of Luna County at 1:00 P.M. on November 16, 1970, in Book 79 of Deeds at Pages 745 to 747.

SINGLE FAMILY DWELLING STATUS: shall be applied to the following:

SINGLE FAMILY DWELLING STATUS: shall be applied to the following: TRACTS 14 to 27, incl., BLOCK 1; TRACTS 12 to 17, incl., TRACTS 21 and 22, TRACTS 26 to 30, incl., BLOCK 1; TRACTS 12 to 18, incl., TRACTS 23 to 30, incl., BLOCK 3; TRACTS 12 to 29, incl., BLOCK 4; TRACTS 1 to 7, incl., TRACTS 12 to 15, incl., TRACTS 25 to 29, incl., TRACTS 32 to 34, incl., and TRACTS 21 to 24, incl., BLOCK 5; TRACTS 2 to 7, incl., TRACTS 14 to 18, incl., TRACTS 21 to 24, incl., BLOCK 5; TRACTS 1 to 4, incl., and TRACTS 33 to 41, incl., BLOCK 22; TRACTS 7 to 16, incl., and TRACTS 37 to 39, incl., BLOCK 24, UNIT 2; TRACTS 7 to 16, incl., and TRACTS 37 to 39, incl., BLOCK 24, UNIT 2; TRACTS 7 to 36, incl., and TRACTS 37 to 39, incl., BLOCK 24, UNIT 2; TRACTS 7 to 36, incl., and TRACTS 4 to 8, incl., TRACTS 11 to 16 incl., TRACTS 16 to 24, incl., and TRACTS 31 to 34, incl., BLOCK 4; TRACTS 1 to 3, incl., TRACTS 6 to 13, incl., TRACTS 15 to 30, incl., and TRACTS 33 and 34, in BLOCK 6; TRACTS 1 to 34, incl., TRACTS 10 to 24, incl., and TRACTS 36 to 41, incl., TRACTS 15 to 30, incl., and TRACTS 32 to 44, incl., BLOCK 7; TRACTS 5 to 7, incl., TRACTS 10 to 24, incl., and TRACTS 36 to 44, incl., BLOCK 6; "T TRACTS 13 to 16, incl., TRACTS 20 to 38, incl., BLOCK 10; TRACTS 15 to 14, incl., TRACTS 10 to 74, incl., TRACTS 14 to 6, incl., and TRACTS 32 to 42, incl., BLOCK 12, UNIT 5; TRACTS 4 to 6, incl., and TRACTS 31 to 14, incl., TRACTS 15 to 28, incl., BLOCK 11; TRACTS 15 to 31, incl., BLOCK 12; TRACTS 15 to 7, incl., TRACTS 31 to 35, incl., and TRACTS 40 to 44, incl., BLOCK 13; TRACTS 26 to 34, incl., TRACTS 31 to 44, incl., BLOCK 12; TRACTS 15 to 37, incl., and TRACTS 34 to 44, incl., BLOCK 12; TRACTS 10 to 34, incl., BLOCK 11; TRACTS 30 to 34, incl., BLOCK 16; TRACTS 5 to 18, incl., TRACTS 26 to 37, incl., and TRACTS 34 to 44, incl., BLOCK 12; TRACTS 10 to 34, incl., BLOCK 10; TRACTS 37 to 37, incl., BLOCK 10; TRACTS 5 to 10, incl., TRACTS 31 to 24, incl., TRACTS 27 to 37, incl., BLOCK 10; TRACTS 5 to 10, incl., 14, incl., and TRAC

In addition, BLOCKS 1 to 24, incl., UNIT 1; BLOCKS 7 to 18, incl., UNIT 2; BLOCKS 1 to 12, incl., UNIT 6; BLOCKS 1 to 6, incl., and BLOCKS 19 to 24, incl., UNIT 7; BLOCKS 1 to 24, incl., UNIT 8; BLOCKS 1 to 24, incl., UNIT 9; BLOCKS 1 to 6, incl., and 19 to 24, incl., UNIT 10; BLOCKS 1 to 24, incl., UNIT 11; and BLOCKS 1 to 24, incl., UNIT 12; with the exception of TRACTS 2, 3, 4, 39, 40 and 41, BLOCK 1, UNIT 10;

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 No building and a private garage for not more than two cars. ...

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STATE OF NEW MEX	100)	a and a second		• \	
0.1. 21) I certify that the second	ied in book 2 2		Lell .	page 708-10
Tem stutt, Co	unty Clerk	u Schull	J. Depu	ty - Recep	tion No. 66736

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 800 square feet.

4. No building shall be located on any building plot nearer than 35 feet to the front lot line, nor nearer than 25 feet to any side street or to an interior lot line which constitutes boundary between ownership. 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. Single family dwellings must have wells, in lieu of community water source, and septic tanks, both meeting requirements of New Mexico Health and Social Services Department.

11. So-called "double wide" or prefabricated mobile homes not less than twenty (20') feet in width, set upon a foundation shall be considered a single family dwelling so long as it meets minimum square footage. (See 3 above.)

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.

All tracts not designated above with the particular exception of TRACTS 1, 2, 3, 38, 39 and 40, BLOCK 1, UNIT 2; TRACTS 2, 3, 4, 39, 40 and 41, BLOCK 1, UNIT 10; BLOCK 25, UNIT 11; and BLOCK 25, UNIT 10; shall be restricted to MOBILE HOME STATUS, as outlined below:

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 35 feet to the front lot line, nor nearer than 25 feet to any side street line or to an interior lot line which constitutes boundary between ownership.

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 360 square feet, whichever is larger, and a carport or garage for not more than two cars

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, block-stucco, stained or painted hardboard, frame, aluminum or plywood exterior.

No more than one trailer may be used as a residence on any one tract. 9.

10. Mobile home dwellings must have wells, in lieu of community water source, and septic tanks, both meeting requirements of New Mexico Health and Social Services Department.

Animals except swine may be raised, kept or bred on any lot (see 11. paragraph 5 above).

EXCEPTIONS:

Tracts 1, 2, 3, 38, 39 and 40, Block 1, Unit 2; and Block 25, Unit 11, Tracts 2, 3, 4, 39, 40 and 41, Block 1, and Block 25, Unit 10, shall be reserved to the Company for such recreational, health, park, political subdivision and commercial use as it sees fit. and

The following shall apply to all of the above:

1. 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.

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.

3. 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.

IN WITNESS WHEREOF, the undersigned has hereunder set its hand and seal this <u>21st</u> day of <u>July</u>, 1971. 13" # JAIN 30 SELECT WESTERN LANDS INC. 151 S 8 10 0----- 9 1840 - --- 10 · · · · · · · By: (Attorney-In-Fact 7

STATE OF NEW MEXICO) 88 County of Luna

County of Luna) On this <u>21st</u> day of <u>July</u>, 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 bewalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

Notary Public

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My Commission Expires: 6/14/73

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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 **3/47** day of August, 1971.

SS

SELECT WESTERN LANDS INC.

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areway By: Attorney-in-Fact

STATE OF NEW MEXICO County of Luna

LAN CARA

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On this **367** 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, 1969 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. 1965, said Corporation.

Deresty J. anderson Notary Public

My Commission Expires:

6/14/73

STATE OF NEW MEXICO } SS. I certily that this instrument was filed for record at $\frac{9.55 \,\text{A}}{\text{M}}$.

AUG 3 1 1971

and recorded in book 83 of <u>Studies</u> page 83-5 <u>Jean Office</u> County Cierk <u>Deputy</u> Reception No<u>62215</u>

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The undersigned, Select Western Lands Inc., Carter W. Kirk, Attorney-in-Fact, being owners of tracts of land located in Sections 19, 20, 21, 22, 27, 28, 29, 30 and 31, Township 26 South, Range 6 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as outlined below upon the individual tracts, blocks or units, shall apply to said real estate as designated:

SINGLE FAMILY DWELLING STATUS: shall be applied to the following:

UNITS 13; BLOCKS 7 to 12, incl., and BLOCKS 13 to 18, incl., UNIT 14; UNITS 15 to 21, incl., Sunshine Valley Ranchettes.

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 800 square feet.

4. No building shall be located on any building plot nearer than 35 feet to the front lot line, nor nearer than 25 feet to any side street or to an interior lot line which constitutes boundary between ownership. 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. Single family dwellings must have wells, in lieu of community water source, and septic tanks, both meeting requirements of New Mexico Health and Social Services Department.

11. So-called "double wide" or prefabricated mobile homes not less than twenty (20') feet in width, set upon a foundation shall be considered a single family dwelling so long as it meets minimum square footage. (See 3 above.)

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. MOBILE HOME RESTRICTIONS: shall be imposed as follows upon:

BLOCKS 1 to 6, incl., and BLOCKS 19 to 24, incl., UNIT 14, Sunshine Valley Ranchettes.

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 35 feet to the front lot line, nor nearer than 25 feet to any side street line or to an interior lot line which constitutes boundary between ownership.

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 360 square feet, whichever is larger, and a carport or garage for not more than two cars.

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, block-stucco, stained or painted hardboard, frame, aluminum or plywood exterior.

9. No more than one trailer may be used as a residence on any one tract.

10. Mobile home dwellings must have wells, in lieu of community water source, and septic tanks, both meeting requirements of New Mexico Health and Social Services Department.

11. Animals except swine may be raised, kept or bred on any lot (see paragraph 5 above).

EXCEPTIONS:

BLOCK 25, UNIT 16, and BLOCKS 13 and 14, UNIT 18, Sunshine Valley Ranchettes shall be reserved to the Company for such recreational, health, park, political subdivision and commercial use as it sees fit.

The following shall apply to all of the above:

1. 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.

2. 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.

3. 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.

IN WITNESS	WHEREOF, the	undersign	ed has	hereunder	set its	hand	and seal
this lst	day of	November		, 1971			
			SELECT	WESTERN L	NDS INC	1997) 1997 - San 1997 - San J	
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		By:	Ca	HERU Attorne	Kur	<u> </u>	
STATE OF NEW	MEXICO)			Attorne	J ^{in-ra}	36	
County of Lu	na) ss	•			-		

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On this <u>lst</u> day of <u>November</u>, 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, Powerof-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.

Darrihy Notary Public

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My Commission Expires: 6/14/73

STATE OF NEW MEXICO County of Luha 5 S. I certify that this instrument was filed for record at <u>9:350 N</u>.

NOV 1 1971

and recorded in book 83 ct <u>Alesso</u> page 582-89 Provide County Clerk Provide County Clerk Provide County Clerk Provide County Clerk Provide County Clerk