

BOOK 182

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RESTRICTIVE COVENANTS

Covering

OSO RIDGE SUBDIVISION

These covenants are to run with the land described as Oso Ridge Subdivision until October 20, 1991, at which time said covenants and restrictions are to be automatically extended for two successive periods of ten years each, unless by a vote of a majority of the then owners of lots it is agreed that said covenants and restrictions may be changed in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from doing so or to recover damages or any other dues from such violation.

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

1. Natural vegetation will be left undisturbed, except for access to property, clearing of building sites, or establishment of lawns and flowers within the immediate vicinity of the dwelling. No logging operations or tree cutting operations are to be conducted on the land except to thin the trees where necessary or to clear the land for construction or maintenance of structures. The natural beauty of the land must be preserved and maintained.

2. No junk cars, trucks or junk mechanical equipment of any kind may be parked or placed on the property at any time.

3. No trash, junk, or waste matter of any kind is to be deposited or left on land except in sanitary containers.

4. No tar-paper shacks or dilapidated, unkept trailers or buildings of any kind are to be constructed or placed on the property. Trailers, cabins and outbuildings are to be of professional quality and workmanship. They are to be pleasing to the eye and are to be adequately maintained.

5. No building shall be located on any lot nearer than thirty five (35) feet to the center line of the road running along the front lot line, nor nearer than thirty five (35) feet to the center line of any side street, nor nearer than ten (10) feet to any side lot line.

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6. No obnoxious, noisy or offensive business or commercial ventures may be conducted on the premises. Dude ranches, church camps and other non-obnoxious businesses are permitted; however, written approval for commercial or non-profit ventures must be obtained from the Board of directors of Oso Ridge Corporation.

7. No mining, oil or gas well drilling of any kind or nature will be permitted.

8. Butane tanks and water storage tanks must conform to State Code regulations and will be located so as not to distract from the appearance of any lot.

9. No lot may be subdivided nor may a portion of a lot be sold except a lot containing two (2) or more acres may be subdivided into portions, each containing one (1) or more acres, and either of the portions may be sold separately.

10. Oil, gas and other mineral rights not previously reserved may not be assigned, sold, or leased without the written consent of the Board of directors.

11. Livestock shall be confined in suitable enclosures and kept in sanitary condition.

WITNESS ITS hand and seal this 10th day of December, 1966.

BROWN LAND TITLE COMPANY (NSL),
TRUSTEE

BY Frank E. Brown
President

ATTEST:

James Brown
Secretary

STATE OF NEW MEXICO)
COUNTY OF VALENCIA) ss

The foregoing instrument was acknowledged before me this 10th day of December, 1966, by Frank E. Brown, President of Brown Land Title Company (NSL), a New Mexico corporation, on behalf of said corporation.

Lucy O. Keys
Notary Public

My commission expires:

12 31 67

State of New Mexico)
County of Valencia) ss

This instrument was filed for record on

FEB 10 1967

At o'clock...m. Recorded in Vol...
of records of said County Folio...
LUCY O. KEYS, County Clerk

Fee... Rec #