

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

12601

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 another lot.
- 5. 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 innoyance 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 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 hts 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.
- 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 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.

- 13. 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 front lot 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 19th day of December, 1961.

TRIPLE S LAND CORP.

Vice-President

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, Attorney-in-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.

Carter W. Kirk Attorney-in-Fact

STATE OF NEW MEXICO)

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.

Dorothy J anderson

My Commission Expires: 6/14/73

STATE OF NEW MEXICO SS.

I certify that this instrument was filed for record at 3/58 M.

SEP 2.2 1969

parts 2/5-17

Fifth G. Ford County Clerk

Departy

Reception No. 5727

S. W. Lando

• •	•
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 G-2)
Professional—Apartment (or O-1)////	Parks & Public Grounds
	2, use designation and restrictions were denoted by legal descriptions
SECTION I — HEAVY COMMERCIAL (or C-2): Bloc	cks 8 & 9 Unit No. 25 Block 3 Unit No. 40
1. No improvement shall be placed upon the subject property, wing the property, or closer than 25 feet to the rear line. No improbable to the property line on interior lot or description lines.	hich shall be closer than 60 feet to the Columbus road or road front overnent shall be closer than 25 feet to any other street, but may
2. While said tracts may be used for residential purposes, no resi in height.	dence or commercial type building shall exceed one story or 14 feet
bowling alleys, plants in which manufacturing may be accomplished	bed property shall be used shall be limited to service stations, garages, d so long as the manufacturing constitutes the assembly of parts pre- type office or clinic or normal retail outlet and may include wholesale

- 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, 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

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

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

Tracts 11 and 34 Block 13

UNIT No. 24

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

UNIT No. 36

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

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, caves, steps and open porches shall not be considered as a part of any building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
 - 5. Easements for installation and maintenance of utilities will be limited to 10 feet.
- 6. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence nor shall any privy be permitted, except during construction. All construction shall be completed within six months from the date of commencement.
- 8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
 - 9. Animals except swine may be raised, kept or bred on any lot (See paragraph 6 above).
- 10. No fence or wall except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer the front street than the front setback line.
- 11. On corner lots, no side street fence or wall, except retaining walls of minimum height, shall be erected or allowed to remain nearer to the front street than the rear of the dwelling, nor nearer the side street than the property line.
- 12. MECHANICAL VARIANCE: A two inch (2") tolerance variation is by reason of mechanical variance of construction allowable for minimum distance requirements from interior lot fines.

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.

- 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 101 and 104, DEMING RANCHETTES, as recorded September 24, 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 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 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 and day of September, 1969.

SELECT WESTERN LANDS INC.

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Carter W. Kirk Attorney-in-fact

STATE OF NEW MEXICO

County of Luna

On this AAAA 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 Attorneya 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
County of Luna

} ss.____ I certify that this instrument was filed for record at 1:45 P. M.

SEP 24 1969

pages 240-2 County Clerk

First G 75-1 County Clerk

Reception No. 57309

p					
Single Family Dwelling (or R-	1)	Commercial (or C	P-I)		
Multiple Dwelling (or R-2)		Heavy Commercial	l (or C-2)		
Professional-Apartment (or O-	1)	Parks & Public Gr	rounds		
	nettes filed prior to November 1, 1962, Covenants and the tracts to which the		restrictions were deno	sted by legal descriptions.	
SECTION I — HEAVY	COMMERCIAL (or C-2): Blocks	s 8 & 9 Unit No	o. 25 Block 3 — Uni	t No. 40	
ing the property, or closer than	placed upon the subject property, whi a 25 feet to the rear line. No improvinterior lot or description lines.				
2. While said tracts may be in height.	used for residential purposes, no reside	ence or commercial	type building shall exc	eed one story or 14 feet	
bowling alleys, plants in which	mprovements upon the above describe manufacturing may be accomplished bars or cases, or any professional typ	so long as the man	ufacturing constitutes t	he assembly of parts pre-	
4. No junk yards will be per	rmitted, no outside storage of parts or	products, and all	trash shall be kept in	sanitary containers.	
5. No noxious or offensive ac or nuisance to the neighborhoo	tivity shall be carried on nor shall any d.	thing be done there	on which may be or m	nay become an annoyance	
6. No residence may be con	nstructed upon an area of less than	21,780 square feet.			
SECTION II — COMME	ERCIAL (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, in Tracts 1 to 6, incl., & 41 to 46, incl.		UNIT No. 2		
	Tracts 1 to 6, incl., & 41 to 46 is	nci., Block 1	UNIT No. 3		
	All of BLOCK 24	•	UNIT No. 4		
	Tracts 17 to 22 incl., & 23 to 26, ir 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 & II	UNIT No. 23		
	Tracts 8, 9 & 10, Block 8 and all of	Block 9 1	UNIT No. 24		
1	Tracts 12 to 33, incl., Block 13	. 1	UNIT No. 36		
1. These lots may be used for	or commercial purposes which are reta	il in nature or of se	rvice in nature.		
 No junk yards may be est terior storage of parts or pro 	ablished, no Body Repair of automobiducts is permitted.	les will be permitte	d except within confin	es of a building. No ex-	
3. Particular reference is dir	rected to Paragraph 6 under Section	V below.			
4. On referenced lots the built	ilding set-back shall be as follows:				
a. No nearer front lot lin	e than 50 feet.				
b. No nearer rear lot line	than 30 feet.				
c. No nearer side line that	n 25 feet.	•			
5. All trash, waste, etc., shall	be stored in permanent container.		• *		
6. All other convenants under	r all other Sections not at conflict wit	th Paragraphs I thr	u 5 above shall govern	and be applicable.	
SECTION III — PROFE	SSIONAL - 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 of	ffices, professional offices shall be def	ined as:		•	
a. Doctors, dentists, veteri	narian with enclosed kennels, medica	d supplies, clínics, la	aboratories, hospitals, b	ut 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.					
	ing rooms, without sale of foods or				

d. Private schools or professional training institutions.

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

3. Set-back lines for single-family dwelling or R-1 tracts obtain for permissive use under Paragraph 1 ah 4. Set-back lines for Commercial or C-1 tracts shall obtain for permissive use under Paragraph 2 above.

UNIT No. 1

UNIT No. 2

UNIT No. 3

UNIT No. 4

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

Tracts 24 to 31, incl., Block 17 Tracts 15, 16, 27, 28, 29 and 30, Block 18 Tracts 9 and 25, Block 19

UNIT No 5

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

UNIT No. 23

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

UNIT No. 24

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

UNIT No. 36

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

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, 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, 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 can the front setback line.
- 11. On corner lots, no side street sence 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 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 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.

- 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 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 hereto and made a part hereof.

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

SELECT WESTERN LANDS INC.

Castrux usu Attorney-in-Fact

STATE OF NEW MEXICO

County of Luna

SS

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.

Notary Public

My Commission Expires: 6/14/73

STATE OF NEW MEXICO Sounty of Luna Strument was filed for record at 3/5 P. M.

SEP 22 1969

pages 218-25 County Clerk

S. W. Xando

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On all plats of Deming Ranci					רי דיינ	ollows: רררך
Single Family Dwelling (or R-	1)		omnercial (or t	C-1)	בבו	11111
Multiple Dwelling (or R-2)		11111:	•	ıl (or C-2)	121	###
Professional-Apartment (or O-	1)	.////, P.	arks & Public G	rounds	G. G.	
On all plats of Deming Ranch Below are listed the Restrictive				d restrictions were		
SECTION I — HEAVY	COMMERCIAL (or C-2): Blocks 8	& 9 Unit N	lo. 25 Block 3 1	Unit No. 40	
1. No improvement shall be ing the property, or closer than build to the property line on it	25 feet to the rear lin	ne. No improvem				
2. While said tracts may be in height.	used for residential purp	poses, no residence	or commercial	type building shall	exceed one story	or 14 feet
3. The use for which any it bowling alleys, plants in which viously manufactured elsewhere, establishments.	manufacturing may be	accomplished so	long as the man	ufacturing constitute	es the assembly of	f parts pre-
4. No junk yards will be per	mitted, no outside stora	age of parts or pr	oducts, and all	trash shall be kept	in sanitary conta	uners.
5. No noxious or offensive act or nuisance to the neighborhood		n nor shall anythic	ng be done there	eon which may be o	r may become an	annoyance
6. No residence may be con	istructed upon an area	of less than 21,	780 square feet.			
SECTION II - COMME	RCIAL (or C-1)					
	Tracts 18 to 25, incl. Tracts 18 to 27, incl.		-	UNIT No. 1	1 · · · · · · · · · · · · · · · · · · ·	
	Tracts 1 to 12, incl., Tracts 1 to 6, incl., &			UNIT No. 2		
	Tracts 1 to 6, incl.,			UNIT No. 3		
	All of BLOCK 24	•		UNIT No. 4		
	Tracts 17 to 22 incl., Tracts 10 to 24, incl.	& 23 to 26, incl., Block 19	Block 18	UNIT No. 5		
	Tracts 17 to 22, incl., Tracts 19 to 24, incl.,	Block 12 Blocks 7, 8, 9, 10	& 11 U	UNIT No. 23		
	Tracts 8, 9 & 10, Bloc	k 8 and all of Bloc	.k 9 1	UNIT No. 24		
	Tracts 12 to 33, incl.,	Block 13		UNIT No. 36		
1. These lots may be used for		•				
2. No junk yards may be esta terior storage of parts or prod	iblished, no Body Repai lucts is permitted.	ir of automobiles t	will be permitte	d except within cos	dines of a buildi	ag. No ex-
3. Particular reference is dire	ected to Paragraph 6 i	under SectionV be	low.			
4. On referenced lots the buil		as follows:			· ·	
a. No nearer front lot line b. No nearer rear lot line						
b. No nearer rear lot line c. No nearer side line than						
5. All trash, waste, etc., shall		container.				
6. All other convenants under			aragraphs 1 thro	u 5 above shall gov	ern and be applic	able.
SECTION III - PROFES						
1. No tract shall be subdivided	d, nor shall any apartm	ent be constructed	that shall exce	ed 200 feet in hei	rht above ground	level, nor
shall the ratio of any living unitarea.		٠		e itving unit to eaci	1 300 square leet	or ground
 If used for professional off a. Doctors, dentists, veterin 				harrenier barnisele	hus an media	
b. Real estate offices, man- counting, and advertising, engin	ufacturers agents, lawve	ers, hanks, mortgar	ree representativ	res servines and loss		
c. Private clubs for meetir						
d. Private schools or profe	essional training institut	tions,				
3. Set-back lines for single-					l above.	
4. Set-back lines for Commerci	ial or C-1 tracts shall e	obtain for permissi	ve use under P	aragraph 2 above.		
SECTION IV - MULTIP	PLE DWELLING	(or R-2).			e de la companya de l	
	Tracts 18 to 21, incl., Tracts 22 to 27, incl.,	Block 5				
	Tracts 16, 17, 26 and Tracts 1 to 17, incl., &	27. Block 6		UNIT No. 1		
	Tracts 1 to 14, incl.,	Block 2				
	Tracts 39 to 46, incl., Tracts 7, 8, 39 and 40 Tracts 13, 14, 33 and	D, Block 12		UNIT No. 2		4,5
	Tracts 1 to 8, incl., 1	Block 2				
	Tracts 7, 8, 39 and 40	•		UNIT No. 3		
	Tracts 1 to 11, incl., I	MME 43		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

LINIT 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 that 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.

- 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 uare 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-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. 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 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.

- 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.

Upon Unit 110, 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 Section 31, Township 24 South, Range 6 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 1970.

SELECT WESTERN LANDS INC.

Carver W. Kirk

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 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: 6/14/73

STATE OF NEW MEXICO SS.

record at 1.10 P M.

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page 284 G County Clerk
Ballara 1711 To Deputy
Reception No. 27392

On all plats of Deming Ranchettes filed after November 1, 19		
Single Family Dwelling (or R-1)	Commercial (or C-1)	ייררריין דרריין
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, 196 Below are listed the Restrictive Covenants and the tracts to which	62, use designation and restrictions were d	
SECTION I — HEAVY COMMERCIAL (or C-2): Bld	ocks 8 & 9 Unit No. 25 Block 3 U	Init No. 40
1. No improvement shall be placed upon the subject property, ing the property, or closer than 25 feet to the rear line. No impossible to the property line on interior lot or description lines.		
2. While said tracts may be used for residential purposes, no rein height.	sidence or commercial type building shall	exceed one story or 14 feet
The use for which any improvements upon the above descibowling alleys, plants in which manufacturing may be accomplish viously manufactured elsewhere, bars or cases, or any professional establishments.	sed so long as the manufacturing constitute	s the assembly of parts pre-
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 or nuisance to the neighborhood.	anything be done thereon which may be or	r may become an annoyance
6. No residence may be constructed upon an area of less th	an 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 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, incurance, 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	0.11.1 .10. 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

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

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 creeted 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 source 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 ollowed 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 teet.
 - 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-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.

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.

SELECT WESTERN LANDS INC.

Carter W Kirk
Attorney in Fact

STATE OF NEW MEXICO

County of Luna

SS

Notary Public

My Commission Expires: 6/14/73

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STATE OF NEW MEXICO S.S.

County of Luna S.S.

I certify that this instrument was filed for record at 1.10 P.M.

FEB 1 61970

page 27.7 County Clerk

But A THUMBERT Reception No. 5 9 3 9 3

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 G-2)
Professional—Apartment (or O-1)/	////, Parks & Public Grounds
On all plats of Deming Ranchettes filed prior to November Below are listed the Restrictive Covenants and the tracts to	r 1, 1962, use designation and restrictions were denoted by legal descriptions of 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 proing the property, or closer than 25 feet to the rear line. build to the property line on interior lot or description li 	perty, which shall be closer than 60 feet to the Columbus road or road from No improvement shall be closer than 25 feet to any other street, but ma ines.
While said tracts may be used for residential purposes, in height.	, no residence or commercial type building shall exceed one story or 14 fee
howling alleys, plants in which manufacturing may be acc	we described property shall be used shall be limited to service stations, garage complished so long as the manufacturing constitutes the assembly of parts pre- essional type office or clinic or normal retail outlet and may include wholesal
4. No junk yards will be permitted, no outside storage of	of parts or products, and all trash shall be kept in sanitary containers.
No noxious or offensive activity shall be carried on no or nuisance to the neighborhood.	or shall anything be done thereon which may be or may become an annoyand
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., sha!! be stored in permanent container.
 - 6. All other convenants under all other Sections not at conflict with Paragraphs 1 thru 3 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 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	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

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

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 fantily unit excluding porches and garages may be erected or constructed on any lot.

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

SECTION V - SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open 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 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 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.

- 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 f 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 a 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 overaant 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 all remain in full force and effect.

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, Attorney-in-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 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 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 ______ day of January, 1969.

SELECT WESTERN LANDS INC.

By:

Carter W. Kirk Attorney in-Fact

STATE OF NEW MEXICO

COUNTY OF Luna

88

On this 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 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 J. anderson

My Commission Expires: 6/14/69

STATE OF NEW MEXICO County of Luna } \$ \$5.

I certify that this instrument was filed for record at $\underline{L(0,0,\rho)}$ M.

JAN 9 1969

pape 475-77

Sull a King County Clerk

Anual Kich Labor Depute

Hecapillon No. 53303

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On all plats of Deming Rand	chettes filed after Novemba	1. 1969	the use decianation	us and materials.	will be shown as 6.11
Single Family Dwelling (or R		, 2502,	Commercial (or	C-1)	will be shown as follows:
Multiple Dwelling (or R-2) .		11111		ial (or C-2)	****
Professional-Apartment (or O	-1)	////.	Parks & Public	Grounds	23/12/2
	hetter filed prior to Novemb	er 1, 1962, i	ura designation a		ಕ denoted by legal descriptions.
SECTION I — HEAVY	COMMERCIAL (or C	C-2): Blocks	8 & 9 Unit 1	No. 25 Block 3	- Unit No. 40
1. No improvement shall be ing the property, or closer tha build to the property line on	in 43 leet to the rear line.	No improve	h shall be closer ement shall be cl	than 60 feet to the loser than 25 feet	e Columbus road or road front- to any other street, but may
2. While said tracts may be in height.	used for residential purpose	, no resider	nce or commercia	l type building sha	all exceed one story or 14 feet
oowung angya. Dianti in Which	i manulaciuring may be acc	omministed a	to long as the ma	mufacturing assets	ited to service stations, garages, utes the assembly of parts pre- tilet and may include wholesale
4. No junk yards will be pe	rmitted, no outside storage	of parts or	products, and all	trash shall be ke	pt in sanitary containers.
5. No noxious or offensive as or nuisance to the neighborhoo	ctivity shall be carried on no od.	or shall anyt	thing be done the	reon which may be	e or may become an annoyance
6. No residence may be co	enstructed upon an area of	less than 2	21,780 square feet	.	
SECTION II — COMMI	•				
	Tracts 18 to 25, incl., Bi Tracts 18 to 27, incl., Bi	ock 6, lock i		UNIT No. 1	
•	Tracts 1 to 12, incl., & : Tracts 1 to 6, incl., & 41	35 to 46, in	cl., Block 1	UNIT No. 2	
	Tracts 1 to 6, incl., &			UNIT No. 3	
	All of BLOCK 24			UNIT No. 4	
	Tracts 17 to 22 incl., & 2 Tracts 10 to 24, incl., Bi	3 to 26, inc ock 19	d., Block 18	UNIT No. 5	
	Tracts 17 to 22, incl., Ble Tracts 19 to 24, incl., Blo	ck 12 cks 7, 8, 9,	10 & 11	UNIT No. 23	
	Tracts 8, 9 & 10, Block 8			UNIT No. 24	
	Tracts 12 to 33, incl., Bloo	k 13		UNIT No. 36	
1. These lots may be used for					
2. No junk yards may be est terior storage of parts or pro	ablished, no Body Repair of ducts is permitted,	automobile	s will be permitt	ed except within (confines of a building. No su-
3. Particular reference is dis	•	r Section V	below.		
4. On referenced lots the bu					
a. No nearer front lot lin					
b. No nearer rear lot line					
c. No nearer side line tha					
5. All trash, waste, etc., shall 6. All other convenants unde					
6. All other convenants under					overs and be applicable.
SECTION III — PROFE					
area.	ne containing greenen and o	ita to groui	nd area exceed or	eed 200 feet in h ne living unit to ea	eight above ground level, nor ach 500 square feet of ground
2. If used for professional of					
a. Doctors, dentists, veteri	narian with enclosed kenne	ls medical	supplies, clinics, l	aboratories, hospita	als, but not retail drug stores.
	neering, ateniteets and other	er brotestion	hal services or of	ives, savings and k fices.	ean associations, insurance, ac-
	ing rooms, without sale of essional training institutions		quids.		
3. Set-back lines for single			n for nermississe	use under Persons	mh 1 mhann
4. Set-back lines for Commerc	cial or C-1 tracts shall obtain	n for permi	issive use under l	Paragraph 2 above.	ps i acove.
SECTION IV — MULTI		r R-2).		.	•
	Tracts 18 to 21, incl., Bloc	k 2			
	Tracts 22 to 27, incl., Bloc Tracts 16, 17, 26 and 27, Tracts 1 to 17, incl., & 28	Block 6	1	UNIT No. 1	
	Tracts 1 to 14, incl., Bloc Tracts 39 to 46, incl., Blo Tracts 7, 8, 39 and 40, Bl	ck 11			
•	Tracts 13, 14, 33 and 34, Tracts 1 to 8, incl., Block	Block 1		UNIT No. 2	
	Tracts 7, 8, 39 and 40, Bl	ock I		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

UNIT No. 5

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

UNIT No. 23

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

UNIT No. 24

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

UNIT No. 36

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

SECTION V - SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 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 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 neares 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 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 beme 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 8 feet in height nor 80 square feet in area, and not 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 venant either to restrain violation or to recover damages.
- Invalidation of any one of these covenants by judgment or coshall 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, Town-ship 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 4th day of February, 1967.

SELECT WESTERN LANDS INC.

STATE OF NEW MEXICO) SS COUNTY OF LUNA

On this 4th 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.

Oolores X/ Bentes Notary Public

My Commission Expires: 6/14/69

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

> 1967 FEB 8

and recorded in book 69 of Dude pageS 106-08 uth H. King County Clerk Thinky yn - Ochendon Deputy Reception No. 43054

On all plats of Deming Ranchettes filed after November 1, 1962	
Single Family Dwelling (or R-1)	ું કે કે કે કે કો માટે અને અને અને
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	, use designation and restrictions were denoted by legal descriptions they apply:
ODODION I HEALIN COMMEDICATE (CO. D.	

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 November 1, 1962.

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, 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
- 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.

- 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 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, Town-ship 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.

SELECT WESTERN LANDS INC.

y: <u>Attorney-in-Facty</u>

STATE OF NEW MEXICO)
)ss
COUNTY OF LUNA)

On this ______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.

Dolores X/ Sunte

My Commission Expires: 6/14/69

STATE OF NEW MEXICO
County of Luna

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

FEB 8 1967

and recorded in book 67 of Decker

page \$ 101-03
Shall H. Norg County Clerk

Line Ly In Clerk Deputy

Beception No. 4550

	The Proceedings of the Control of th
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 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 descriptions ney apply:
SECTION I — HEAVY COMMERCIAL (or G-2): Block	8 8 & 9 Unit No. 25 Block 3 Unit No. 40
1. No improvement shall be placed upon the subject property, whi ing the property, or closer than 25 feet to the rear line. No improvement to the property line on interior lot or description lines.	ch shall be closer than 60 feet to the Columbus road or road front rement shall be closer than 25 feet to any other street, but may

- 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 previously manufactured elsewhere, bars or cases, 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
 - 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 \mathbf{R} -2).

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

Tracts 24 to 31, incl., Block 17
Tracts 15, 16, 27, 28, 29 and 30, Block 18
Tracts 9 and 25, Block 19

UNIT No. 5

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

UNIT No. 23

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

UNIT No. 24

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

UNIT No. 36

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

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, caves, steps and open porches shall not be considered as a part of any building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon
 - 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.

- 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 No. 78, DEMING RANCHETTES, as recorded March 1, 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 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 WHEREOF, the undersigned has hereunder set his hand and seal this day of March, 1967.

SELECT WESTERN LANDS INC.

y: <u>AufWXuX</u> Attorney-in-Fact

STATE OF NEW MEXICO

COUNTY OF LUNA

SS

OUNTY OF LUNA

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 County of Luna Ss.

I certify that this instrument was filed for record at 2:15 P.M.

MAR 8 1967

and recorded in book 69 of Seed

Pages 3 4 2 - 4 4 County Clerk

Reception 3 to . 43 5 0 8

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 description
Below are listed the Restrictive Covenants and the tracts to which t	hey 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 cases, 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	HNIT No. 4

GA.

Tracts 24 to 31, incl., Block 17
Tracts 15, 16, 27, 28, 29 and 30, Block 18
Tracts 9 and 25, Block 19

UNIT No. 5

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

UNIT No. 23

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

UNIT No. 24

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

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

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

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, 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.

- 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 82, DEMING RANCHETTES, as recorded February 8, 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 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.

By: Attorney-in-Act

STATE OF NEW MEXICO)
COUNTY OF LUNA)

On this 8th 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 J. anderson

My Commission Expires: 6/14/69

STATE OF NEW MEYING

STATE OF NEW MEXICO County of Luna SS.

I certify that this instrument was filed for record at 3.00P. M.

FEB 8 1968

and recorded in book 7301 Selda

page 5 4/6-78 County Clerk

Window 9 Jones 20 Deputy

Reception No. 1 48404

On all plats of Deming Rai Single Family Dwelling (or	R-1)	e designation and restrictions will be mercial (or C-1)	1,41,41,41,41,41,41
Multiple Dwelling (or R-2)	Heav	y Commercial (or C-2)	
Professional - Apartment (or	0-1) Park	& Public Grounds	\$30000
	achettes filed prior to November 1, 1962, use deve Covenants and the tracts to which they ap		ed by legal descriptions.
SECTION I — HEAVY	COMMERCIAL (or C-2): Blocks 8 &	9 - Unit No. 25 Block 3 - Unit	No. 40
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2 While said tracts may hin height.	e used for residential purposes, no residence of	commercial type building shall exce	ed one story or 14 feet
3. The use for which any	improvements upon the above described pro- ch manufacturing may be accomplished so lon- re, bars or cases, or any professional type offi-	g at the manufacturing constitutes the	e assembly of parts pre-
	permitted, no outside storage of parts or prod-	ucts, and all trash shall be kept in s	anitary containers.
or nuisance to the neighborh			y become an annoyance
6. No residence may be	constructed upon an area of less than 21,780) square feet.	
SECTION II — COM	MERCIAL (or C-1)		
	Tracts 18 to 25, incl., Block 6,	UNIT No. 1	
	Tracts 18 to 27, incl., Block 1 Tracts 1 to 12, incl., & 35 to 46, incl., E		
	Tracts 1 to 6, incl., & 41 to 46, incl., Bloc	k 12 UNIT No. 2	
	Tracts 1 to 6, incl., & 41 to 46 incl., I		
	All of BLOCK 24	UNIT No. 4	
	Tracts 17 to 22 incl., & 23 to 26, incl., B 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	
	I for commercial purposes which are retail in		
2. No junk yards may be terior storage of parts or	established, no Body Repair of automobiles wi	ill be permitted except within confine	s of a building. No ex
•	directed to Paragraph 6 under SectionV belo	ow.	
	building set-back shall be as follows:		
a. No nearer front lot			
b. No nearer rear lot			
c. No nearer side line			
	hall be stored in permanent container. nder all other Sections not at conflict with Pa	ragraphs 1 thru 5 above shall govern	and be applicable.
SECTION III - PRO	FESSIONAL — APARTMENT (or O	-1): None as of November 1, 1962.	
1. No tract should be suited	vided, nor shall any apartment be constructed unit containing kitchen and bath to ground	that shall exceed 200 feet in height	above ground level, no
irea.			
	I offices, professional offices shall be defined		ut not retail drug store
	terinarian with enclosed kennels, medical sup- manufacturers agents, lawyers, banks, mortgag		
b. Real estate offices, counting, and advertising.	engineering, architects and other professional	services or offices.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
. Private clubs for 1	neeting rooms, without sale of foods or liquid	ds.	
	professional training institutions.		
3 Set-back lines for si	ngle-family dwelling or R-1 tracts obtain f	or permissive use under Paragraph 1	above.
1. Set-back lines for Com	mercial or C-1 tracts shall obtain for permissi	ve use under Paragraph 2 above.	
SECTION IV - MUI	TIPLE DWELLING (or R-2).		
*	Tracts 18 to 21, incl., Block 2		
	Tracts 22 to 27, incl., Block 5 Tracts 46, 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 39, 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

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

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

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be exceed, 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^n) 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 bimited 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 noc 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.

Upon Unit 83, DEMING RANCHETTES, as recorded February 15, 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 31, 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 property in accordance with the legend shown on said plat.

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

SELECT WESTERN LANDS INC.

Carter W. Kirk Attorney-in-Fact

Dorochy J A

-YSeal)

STATE OF NEW MEXICO

COUNTY OF LUNA

88

On this Lord day of February, 1968, before me personally known to be the person described and appointed Attorney-in-Fact and by a 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

STATE OF NEW MEXICO SS.

I certify that this instrument was filed record at 9:45 A.M.

FEB 15 1968

recorded in book 72 of <u>Alexdo</u> 453-5

County Clerk

Reception No. 48485

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, Below are listed the Restrictive Covenants and the tracts to which the	use designation and restrictions were denoted by legal descriptioney apply:	115.
SECTION I - HEAVY COMMERCIAL (or C-2): Block	s 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 wholesafe 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 2, 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 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
	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

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 UNIT No. 24

Tracts 7 and 11 to 18, incl., Block 8 Tracts 41 and 34, Block 43 Tracts 23 to 33, incl., Block 14

UNIT No. 36

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

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said fand 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 corenaut, 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 an annoyance or misance 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 a 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 cerner lots, no side street fence or wall, except retaining walls of minimum height, shall be erected or ollowed 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.

- t. 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 misance 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 eject 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.

- 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 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 16th day of February, 1968.

SELECT WESTERN LANDS INC.

(Seal)

Carter W. Kirk Attorney-in-Fact

STATE OF NEW MEXICO

COUNTY OF LUNA

) ss

On this 16th 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.

Sarathy & anders otary Pupilic

My Commission Expires: 6/14/69

STAL OF NEW MEXICO | S.S.

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

FEB 16 1968

and recorded in book 22 of Aluxs

pages 460-2

Dages 460-2

Litta Fing County Clerk

Litta Fing County Clerk

Reception box 45511

118

On all plats of Deming Ran	rhettes, filed after November 1, 1962, the use	designation and restrictions will be shown as follows:	
Single Family Dwelling (or R	-1)	ercial (or C-1)	
Multiple Dwelling (or R-2)		Commercial (or C-2)	
ProfessionalApartment (or C	-1) //// Parks	& Public Grounds	
	,,,,,	ignation and restrictions were denoted by legal description	ms
SECTION I — HEAVY	COMMERCIAL (or C-2): Blocks 8 & 9	- Unit No. 25 Block 3 - Unit No. 40	
ing the property, or closer that	placed upon the subject property, which shall in 25 feet to the rear line. No improvement interior lot or description lines.	be closer than 60 feet to the Columbus road or road from thall be closer than 25 feet to any other street, but n	ent n a j
2. While said tracts may be in height.	used for residential purposes, no residence or	commercial type building shall exceed one story or 14 f	ee
bowling alleys, plants in which	n manufacturing may be accomplished so long	rty shall be used shall be limited to service stations, garag as the manufacturing constitutes the assembly of parts p or clinic or normal retail outlet and may include wholes	ore.
4. No junk yards will be p	ermitted, no outside storage of parts or produc	ts, and all trash shall be kept in sanitary containers.	
5. No noxious or offensive a or nuisance to the neighborho		e done thereon which may be or may become an annoya	nce
6. No residence may be co	onstructed upon an area of less than 21,780	square feet.	
SECTION II — COMM	ERCIAL (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 Tracts 1 to 6, incl., & 41 to 46, incl., Block		
	Tracts 1 to 6, incl., & 41 to 46 incl., Blo	ock 1 UNIT No. 3	
	All of BLOCK 24	UNIT No. 4	
	Tracts 17 to 22 incl., & 23 to 26, incl., Bloc 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 &	1) 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 na		
	stablished, no Body Repair of automobiles will	be permitted except within confines of a building. No	еx
3. Particular reference is d	irected to Paragraph 6 under SectionV below		
4. On referenced lots the b	uilding set-back shall be as follows:		
a. No nearer front lot li	ne than 50 feet.		
b. No nearer rear lot lis	ne than 30 feet.		
c. No nearer side line th			
	Il be stored in permanent container.		
o. All other convenants und	er all other Sections not at conflict with Para	graphs I thru 5 above shall govern and be applicable.	
SECTION III — PROF	ESSIONAL — APARTMENT (or O-1)	: None as of November 1, 1962.	
 No tract shall be subdivided shall the ratio of any living tarea. 	led, nor shall any apartment be constructed the init containing kitchen and bath to ground are	at shall exceed 200 feet in height above ground level, as exceed one living unit to each 500 square feet of ground	noi
	offices, professional offices shall be defined as:		
a. Doctors, dentists, vete	rinarian with enclosed kennels, medical suppli	es, clinics, laboratories, hospitals, but not retail drug sto	res
b. Real estate offices, m counting, and advertising, en	anufacturers agents, lawyers, banks, mortgagee gineering, architects and other professional se	representatives, savings and loan associations, insurance, rvices or offices.	ac
c. Private clubs for me	ting rooms, without sale of foods or liquids.		
d. Private schools or pr	ofessional training institutions,		
3. Set-back lines for sing	le-family dwelling or R-1 tracts obtain for	permissive use under Paragraph 1 above.	
4. Set-back lines for Commo	ercial or C-1 tracts shall obtain for permissive	use under Paragraph 2 above.	
SECTION IV — MULT	IPLE 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 16, 17, 26 and 27, Block 6 Tracts 1 to 17, incl., & 28 & 29, Block 1	UNIT No. 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 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

UNIT No. 23

UNIT No. 5

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

UNIT No. 24

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

UNIT No. 36

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

SECTION V - SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side eet 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 any building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon a lot to encroach upon of any buil-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 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 not 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 of, 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 operty 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 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.

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 dence 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.

Upon Unit 85, DEMING RANCHETTES, as recorded May 9, 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 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. accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 13 cd day of May, 1968.

SELECT WESTERN LANDS INC.

uterway Carter W. Kirk Attorney-in-Fact

STATE OF NEW MEXICO

COUNTY OF LUNA

On this 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 Attorney-in-Fact in behalf of said Corporation.

Notary Public

My Commission Expires: 4/14/49

STATE OF NEW MEXICO County of Luna Ss. I certify that this instrum record at ______M.

MAY 13 1969

555

On all plats of Deming Ranchet	ttes filed after Novem	ber 1, 1962.	the use designation	and restrictions w	ill be shown as follows:
Single Family Dwelling (or R-1)			Commercial (or t	C-1)	בררררון ברררון
Multiple Dwelling (or R-2)		111111	Heavy Commercia	al (or C-2)	###
ProfessionalApartment (or O-1)		/////	Parks & Public G	Grounds	
On all plats of Deming Ranchet Below are listed the Restrictive C				d restrictions were	denoted by legal descriptions.
SECTION I — HEAVY CO	OMMERCIAL (0	r G-2): Block	s 8 & 9 Unit N	lo. 25 Block 3	Unit No. 40
1. No improvement shall be plaing the property, or closer than 5 build to the property line on inc	25 feet to the rear line	No impro			
2. While said tracts may be use in height.	ed for residential purp	oses, no resid	ence or commercial	type huilding shall	exceed one story or 14 feet
3. The use for which any implowling alleys, plants in which national manufactured elsewhere, bestablishments.	nanufacturing may be	accomplished	so long as the mai	nufacturing constitu	tes the assembly of parts pre-
4. No junk yards will be perm	nitted, no outside stora	ge of parts o	r products, and all	trash shall be kep	t in sanitary containers.
5. No noxious or offensive activor nuisance to the neighborhood.	city shall be carried on	nor shall an	ything be done ther	reon which may be	or may become an annoyance
6. No residence may be cons	tructed upon an area	of less than	21,780 square feet	•	
SECTION II — COMMEN	RCIAL (or C-1)				
	Tracts 18 to 25, incl.,				
	Tracts 18 to 27, incl.	, Block 1		UNIT No. 1	
	Tracts 1 to 12, incl., Tracts 1 to 6, incl., &			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., Tracts 10 to 24, incl.,	Block 19	incl., Block 18	UNIT No. 5	
	Tracts 17 to 22, incl., Tracts 19 to 24, incl.,	Block 12 Blocks 7, 8, 9	9, 10 & 11	UNIT No. 23	
	Tracts 8, 9 & 10, Bloc			UNIT No. 24	
* •	Tracts 12 to 33, incl.,	Block 13		UNIT No. 36	
1. These lots may be used for	commercial purposes	which are ret	ail in nature or of s	service in nature.	
2. No junk yards may be estal		r of automob	iles will be permitt	ted except within c	onfines of a building. No ex-
terior storage of parts or produ		.n.l.n Snetion	M. balam		e de la companya de l
3. Particular reference is direct. 4. On referenced lots the build			iv below.		
a. No nearer front lot line		15 10110 ws.			
b. No nearer rear lot line				•.	
c. No nearer side line than					
5. All trash, waste, etc., shall	he stored in permanen	t container.			
6. All other convenants under	all other Sections not	at conflict w	ith Paragraphs 1 tl	hru 5 above shall g	overn and be applicable.
SECTION III — PROFES	SIONAL - APA	RTMENT	(or O-1): None as	of November 1, 196	52.
	l, nor shall any apartn	ent be consti	ructed that shall ex	sceed 200 feet in h	eight above ground level, nor
area.	c containing site nen an	id bath to gi	ioung area exceed c	one name unit to ca	acit 500 square feet of ground
2. If used for professional off	•				
					als, but not retail drug stores.
b. Real estate offices, man counting, and advertising, engin					oan associations, insurance, ac-
c. Private clubs for meeting	ng rooms, without sale	of foods or	r liquids.		
d. Private schools or profe	essional training institu	itions,			
3. Set-back lines for single-	family dwelling or F	t-1 tracts of	tain for permissive	use under Paragra	aph I above.
4. Set-back lines for Commerc	ial or C-1 tracts shall	obtain for p	ermissive use under	Paragraph 2 above	
SECTION IV — MULTIP	PLE DWELLING	or R-2).			
	Tracts 18 to 21, incl. Tracts 22 to 27, incl.	Block 2			
	Tracts 16, 17, 26 an	d 27, Block	6 lack 1	INIT No. 1	
	Tracts 1 to 17, incl.,		IOCK I	UNIT No. 1	
	Tracts 1 to 14, incl. Tracts 39 to 46, incl. Tracts 7, 8, 39 and Tracts 13, 14, 23, an	Block 11 10, Block 12	1	UNIT No. 2	
	Tracts 13, 14, 33 an Tracts 1 to 8, incl.,			J1111 170. 2	
	Tracts 7, 8, 39 and			UNIT No. 3	
	Tracts 1 to 11, incl.,	Block 23		UNIT 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

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

LINET No. 94

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

UNIT No. 36

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

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

SECTION V - SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, caves, steps and open porches shall not be considered as a part of any building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
 - 5. Easements for installation and maintenance of utilities will be limited to 10 feet.
- 6. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence nor shall any privy be permitted, except during construction. All construction shall be completed within six months from the date of commencement.
- 8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
 - 9. Animals except swine may be raised, kept or bred on any lot (See paragraph 6 above).
- 10. No fence or wall except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer the front street than the front setback line.
- 11. On corner lots, no side street fence or wall, except retaining walls of minimum height, shall be erected or allowed to remain nearer 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.

- 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 86 and 87, DEMING RANCHETTES, as recorded August 5, 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 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 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 legends shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 164 day of August 1968.

SELECT WESTERN LANDS INC.

Carter W. Kirk Attorney-in-Fact

STATE OF NEW MEXICO)

COUNTY OF Luna

On this 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.

Dorothy J. Anderson Notary Public

My Commission Expires: 6/14/69

STATE OF NEW MEXICO } SS. I certify that this instrument was filed to record at _______M.

AUG 19 1968

recorded in book 73 of Seide:
pages 534-6
Ruth A. King County Clerk
Analy m. Madra Deput,
feception No. 5/141

On all plats of Deming Ranchettes filed after November 1, 1962, the us	
Single Family Dwelling (or R-1)	mercial (or C-1)
Multiple Dwelling (or R-2)	ey Commercial (or C-2)
ProfessionalApartment (or O-1) Parks	
On all plats of Deming Ranchettes filed prior to November 1, 1962, use de Below are listed the Restrictive Covenants and the tracts to which they are	esignation and restrictions were denoted by legal description

SECTION I - HEAVY COMMERCIAL (or G-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

LINIT No. 3

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

SECTION V - SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, caves, steps and open porches shall not be considered as a part of any building provided, however, that this shall not be construed to permit any portion of a building on a lot to eneroach 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.

- 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 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 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 October, 1968.

SELECT WESTERN LANDS INC.

KNOKUK Carter W. Kirl Attorney-in-Fact

STATE OF NEW MEXICO

COUNTY OF LUNA

SS

My Commission Expires: 6/4/69

TATE OF NEW MEXICO

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

OCT 14 1968

and recorded in book 73 et Aich pages 915-12

Rich & Kinn County Clerk

Structure 3-14

Reception No. 5/1994

	tes filed after November 1, 1962, the		and restrictions will be shown	as follows:
Single Family Dwelling (or R-1)				11111111111111111111111111111111111111
Multiple Dwelling (or R-2)			(or C-2) ,	HIIII AND NORTH
Professional—Apartment (or O-1)		ırkı & Public Gr		Carlo de constitue
On all plats of Deming Ranchett Below are listed the Restrictive Co	tes filed prior to November 1, 1962, use ovenants and the tracts to which they	apply:	restrictions were denoted by	еда чемпровия.
SECTION I — HEAVY CO				at or much livest.
ing the property, or closer than 2 build to the property line on int		ent man be clos	er than 29 free to any beact	street, out may
in height.	ed for residential purposes, no residence			
bouling allows plants in which n	provements upon the above described parmfacturing may be accomplished so ars or cafes, or any professional type of	long as the man	macinemic constituing the great	inter or parts per-
4. No junk yards will be perm	itted, no outside storage of parts or p	roducts, and all	trash shall be kept to smitary	containers.
5. No noxious or offensive activor nuisance to the neighborhood.	city shall be carried on nor shall anythi	ing be done there	eon which may be or may beco	me an annoyance
6. No residence may be const	tructed upon an area of less than 21.	,780 square feet.		
SECTION II — COMMER	RCIAL (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. Tracts 1 to 6, incl., & 41 to 46, incl., 1	I., Black 1 — · Block 12	UNIT No. 2	
	Tracts 1 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. Tracts 10 to 24, incl., Block 19	., Block 18	UNIT No. 5	
	Tracts 17 to 22, incl., Block 12 Tracts 19 to 24, incl., Blocks 7, 8, 9, 19	0.8-11	UNIT No. 23	
	Tracts 8, 9 & 10, Block 8 and all of Bl		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 se	ervice in nature.	
	blished, no Body Repair of automobiles			building. No ex-
3. Particular reference is dire	cted to Paragraph 6 under SectionV	below.		
4. On referenced lots the build	ding 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			*	
	he stored in permanent container.		and the state of the same and the	dicable
	all other Sections not at conflict with		•	C approximate
SECTION III — PROFES	SSIONAL — APARTMENT (or	O-1): None as	of November 1, 1962.	•
 No tract shall be subdivided shall the ratio of any living unit area. 	i, nor shall any apartment be construct t containing kitchen and bath to groun	ted that shall ex- nd area exceed o	reed 200 feet in height above ne living unit to each 500 squ	ground level, nor are feet of ground
	ices, professional offices shall be defin	ed as:		. *
a. Doctors, dentists, veterin	arian with enclosed kennels, medical	supplies, clinics,	laboratories, hospitals, but not	retail drug stores.
b. Real estate offices, man counting, and advertising, engir	ufacturers agents, lawyers, banks, mort seering, architects and other profession	gagee representat nal services or o	ives, savings and loan associati flices.	ons, insurance, ac-
c. Private clubs for meeting	ng rooms, without sale of foods or lie	quids.		
d. Private schools or profe				
	family dwelling or R-1 tracts obtainal or C-1 tracts shall obtain for perm		the state of the s	•
SECTION IV - MULTII	PLE DWELLING (or R-2).			
SECTION TY - MUZIN				
	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 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.

- 1. None of said fam) 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.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open arches 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 five square teet 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 as the front setback line.
- 11. On corner lots, no side street fence or wall, except retaining walls of minimum height, shall be erected or ollowed 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 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 misance 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 ner 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 so be of painted block or block-stucco construction.
 - 9. No more than one trailer may be used as a residence on any one tract.

- It. 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 person 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, Attorney-in-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.

SELECT WESTERN LANDS INC.

STATE OF NEW MEXICO

County of Luna

On this 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 %xixxdxxxxxxx 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. 14 d of said Corporation.

Yotary Public

My Commission Expires: 6. /14/69

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

FEB 17 1969

and recorded in book 14 of Nedo

page 153-4

Ruth a King County Clerk

Anice Richardson Deputy

Reception No. 53905

On all plats of Deming Ranche Single Family Dwelling (or R-1)	ettes filed after November 1, 1962, the use designat	ion and restrictions will be shown as follows: וריין מיין מיין מיין מיין מיין מיין מיין		
Multiple Dwelling (or R-2)				
Professional-Apartment (or O-1)	Parks & Public	Grounds		
On all plats of Deming Ranche	ttes filed prior to November 1, 1962, use designation covenants and the tracts to which they apply:			
SECTION I — HEAVY C	OMMERCIAL (or C-2): Blocks 8 & 9 Unit	No. 25 Block 3 — Unit No. 40		
1. No improvement shall be pling the property, or closer than build to the property line on in	aced upon the subject property, which shall be close: 25 feet to the rear line. No improvement shall be terior lot or description lines.	r than 60 feet to the Columbus road or road front- closer than 25 feet to any other street, but may		
2. While said tracts may be us in height.	ed for residential purposes, no residence or commerc	ial type building shall exceed one story or 14 feet		
bowling alleys, plants in which t	provements upon the above described property shall manufacturing may be accomplished so long as the n bars or cafes, or any professional type office or clinic	nanufacturing constitutes the assembly of parts pre-		
4. No junk yards will be pern	nitted, no outside storage of parts or products, and a	all trash shall be kept in sanitary containers.		
5. No noxious or offensive action nuisance to the neighborhood.	vity shall be carried on nor shall anything be done the	hereon which may be or may become an annoyance		
6. No residence may be cons	tructed upon an area of less than 21,780 square fe	et.		
SECTION II - COMME	RCIAL (or G-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	f service in nature.		
2. No junk yards may be estal terior storage of parts or produ	blished, no Body Repair of automobiles will be perm	itted except within confines of a building. No ex-		
	cted to Paragraph 6 under SectionV below.			
	ling set-back shall be as follows:			
a. No nearer front lot line				
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 - PROFES	SSIONAL - APARTMENT (or O-1): None a	as of November 1, 1962.		
	l, nor shall any apartment be constructed that shall to containing kitchen and bath to ground area exceed			
	ices, professional offices shall be defined as:			
a. Doctors, dentists, veterin	arian with enclosed kennels medical supplies, clinic	s, laboratories, hospitals, but not retail drug stores.		
	ufacturers agents, lawyers, banks, mortgagee represen terring, architects and other professional services or			
c. Private clubs for meetir				
	ng rooms, without sale of foods or liquids.			
	ng rooms, without sale of foods or liquids.			
d. Private schools or profe		ve use under Paragraph 1 above.		
d. Private schools or profe 3. Set-back lines for single-	essional training institutions.			
d. Private schools or profe 3. Set-back lines for single-	essional training institutions. family dwelling or R-1 tracts obtain for permissive is use under the contracts shall obtain for permissive use under the contracts shall obtain for permissive use under the contracts of the contract of the contracts of the contract of the c			
d. Private schools or profe 3. Set-back lines for single- 4. Set-back lines for Commerc	essional training institutions. family dwelling or R-1 tracts obtain for permissival or C-1 tracts shall obtain for permissive use under the 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	er Paragraph 2 sbove.		
d. Private schools or profe 3. Set-back lines for single- 4. Set-back lines for Commerc	essional training institutions. family dwelling or R-1 tracts obtain for permissival or C-1 tracts shall obtain for permissive use under the 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 1 Tracts 3, 8, 39 and 40, Block 11 Tracts 7, 8, 39 and 40, Block 12	er Paragraph 2 above. UNIT No. 1		
d. Private schools or profe 3. Set-back lines for single- 4. Set-back lines for Commerc	resional training institutions. Is amily dwelling or R-1 tracts obtain for permissive use under the property of tracts shall obtain for permissive use under the property of tracts 18 to 21, incl., Block 2 Tracts 18 to 21, 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	er Paragraph 2 sbove.		
d. Private schools or profe 3. Set-back lines for single- 4. Set-back lines for Commerc	essional training institutions. family dwelling or R-1 tracts obtain for permissival or C-1 tracts shall obtain for permissive use under the 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 1 Tracts 3, 8, 39 and 40, Block 11 Tracts 7, 8, 39 and 40, Block 12	er Paragraph 2 above. 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 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 -

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

UNIT No. 24

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 - 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 nuare 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, 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 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.
- 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.

- 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 of shall remain in full force and effect.

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

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 individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

SELECT WESTERN LANDS INC.

Carter W. Kirk

Attorney-in-Fact

STATE OF NEW MEXICO

County of Luna

SS

On this 23 day of April, 1969, before me personally known to be the person destribed 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

Notary Public

STATE OF NEW MEXICO SS.

I certify that this instrument was filed for record at //// P.M.1

APR 23 1969

and recorded in book 15 of Seeda

page 233-5

Ruth 2 King County Clerk

Sance Buchardson Deputy

Reception No. 54740

On all plats of Deming Ranche	ettes filed after November 1, 1962.	the use designation	and restrictions will be shown	as follows:
Single Family Dwelling (or R-1)			2-1)	
Multiple Dwelling (or R-2)			l (or C-2)	3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Professional-Apartment (or O-1))	Parks & Public G	rounds	ASSOCIETY.
On all plats of Deming Ranche	ettes filed prior to November 1, 1962, Covenants and the tracts to which the	use designation and		Care de la lacte
SECTION I — HEAVY C	OMMERCIAL (or C-2): Block	s 8 & 9 Unit N	o, 25 Block 3 Unit No. 40	
	laced upon the subject property, whi 25 feet to the rear line. No improv nterior lot or description lines.			
2. While said tracts may be us in height.	sed for residential purposes, no reside	ence or commercial	type building shall exceed one	story or 14 feet
3. The use for which any im bowling alleys, plants in which	provements upon the above describe manufacturing may be accomplished bars or cafes, or any professional typ	so long as the man	ufacturing constitutes the assert	bly of parts pre-
4. No junk yards will be perm	mitted, no outside storage of parts or	r products, and all	trash shall be kept in canitary	containers,
5. No noxious or offensive acti or nuisance to the neighborhood	ivity shall be carried on nor shall any	ything be done there	eon which may be e; may beco	me an annoyance
6. No residence may be con-	structed upon an area of less than	21,780 square feet.		
SECTION II - COMME	RCIAL (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., & 41 to 46, incl.		UNIT No. 2	
	Tracts 1 to 6, incl., & 41 to 46 i		UNIT No. 3	
	All of BLOCK 24		UNIT No. 4	
	Tracts 17 to 22 incl., & 23 to 26, in Tracts 10 to 24, incl., Block 19	ncl., Block 18	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		UNIT No. 24	
	Tracts 12 to 33, incl., Block 13		UNIT No. 36	
1. These lots may be used for	r commercial purposes which are reta	ail in nature or of s	ervice in nature.	
2. No junk yards may be esta terior storage of parts or prod	ablished, no Body Repair of automobiliacts is permitted.	iles will be permitte	ed except within confines of a	building. No ex-
3. Particular reference is dire	ected to Paragraph 6 under Section	V below.		
4. On referenced lots the buil	ding set-back shall be as follows:			
a. No nearer front lot line	•			
b. No nearer rear lot line		•		
c. No nearer side line than			•	
	be stored in permanent container.			0
o. All other convenants under	all other Sections not at conflict wi	ith Paragraphs I th	ru o above shall govern and be	applicable.
	SSIONAL — APARTMENT			
 No tract shall be subdivided shall the ratio of any living unitarea. 	d, nor shall any apartment be constri it containing kitchen and bath to gre	ucted that shall ex- ound area exceed o	ne living unit to each 500 squa	ground level, nor ire feet of ground
2. If used for professional off	fices, professional offices shall be de	fined as:		
	narian with enclosed kennels, medica			_
counting, and advertising, engin	nufacturers agents, lawyers, banks, moneoring, architects and other profess	sional services or of	ives, savings and loan association fices.	ms, insurance, ac-
	ng rooms, without sale of foods or	liquids.		
· •	essional training institutions,			
	family dwelling or R-1 tracts ob- cial or C-1 tracts shall obtain for pe-	=	- •	
		rmissive use under	raragraph 2 above.	
SECTION IV — MULTII				
	Tracts 18 to 21, incl., Block 2 Tracts 22 to 27, incl., Block 5 Tracts 16, 17, 26 and 27, Block 6		TIMPE No. 1	•
	Tracts 1 to 17, incl., & 28 & 29, Ble Tracts 1 to 14, incl., Block 2		UNIT No. 1	
	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

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

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

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars-
- 5. 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 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 ust 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-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 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 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 29H day of July, 1969.

SELECT WESTERN LANDS INC.

Carter (W.) Kirk Attorney in-Fact

STATE OF NEW MEXICO

County of Luna

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On this 29% day of July, 1969, before me personally known to be the person described and apprinted 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: 6/14/73

Notary Public

STATE OF NEW MEXICO (Solution) S.S.

I certify that this instrument was filed for record at 1:35-8.M.

AUG 4 1969

punes 881-3
County Clerk
Deputy
Recepted No. 56170

On all plats of Deming Ranchettes filed after November 1, 1962, the use designation and restrictions will be shown as follows:	ows:
Single Family Dwelling (or R-1) Commercial (or C-1)	יייון יייין
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 de 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 ring the property, or closer than 25 feet to the rear line. No improvement shall be closer than 25 feet to any other street, 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 of in height.	r 14 fee
3. The use for which any improvements upon the above described property shall be used shall be limited to service stations bowling alleys, plants in which manufacturing may be accomplished so long as the manufacturing constitutes the assembly of viously manufactured elsewhere, bars or cafes, or any professional type office or clinic or normal retail outlet and may include establishments.	parts pre
4. No junk yards will be permitted, no outside storage of parts or products, and all trash shall be kept in sanitary contain	ers.
5. No noxious or offensive activity shall be carried on nor shall anything be done thereon which may be or may become an a or nuisance to the neighborhood.	annoyanc
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
 - 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

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Tracts 24 to 31, incl., Block 17 Tracts 15, 16, 27, 28, 29 and 30, Block 18 Fracts 9 and 25, Block 19

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 creeted or constructed on any lot.
 - 2. All other covenants recited below in SECTION V and not in conflict with Paragraph 1 above shall apply.

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, caves, steps and open porches shall not be considered as a part of any building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon provider. 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^n) tolerance variation is by reason of mechanical variance of construction allowable 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 atreet 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
- No structure of a temporary character, tent, shack, garage; barn, or other outbuilding shall be used on any lot at any time as a ence 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.

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 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.
- 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 commence-
- 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
- 9. Animals except swing 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.)
- A two inch (2") tolerance variation is by reason of MECHANICAL VARIANCE: 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

1987 , 1971. 21st day of July

SELECT WESTERN LANDS INC.

By: ((

Attorney-in-Fa

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STATE OF NEW MEXICO

County of Luna

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On this 21st 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. Corporation.

Notary Public

My Commission Expires:

6/14/73

OLT END

STATE OF NEW MEXICO } SS. I cartify that this instr nt was filed for

record at 1:30f. M.

JUL 261971

and recorded in book 22 of Alexas

page 20.5
County Clerk

Reception Ng 66 224

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 _/6 ** day of July, 1971.

SELECT WESTERN LANDS INC. 1500 1000

Carter W. Airk Attorney-In-Fact

STATE OF NEW MEXICO) County of Luna

said Corporation.

On this // 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.

Society S. Andrews

My Commission Expires: 6/14/73

STATE OF NEW MEXICO t certify that this instrument was filed for record at 9.50A.M.

SEE 1 JUL 1 61971

Page 5/5-7 Dude

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On all plats of Doming Ranchettes filed after November 1,	, 1962, the use designation and restr	ictions will be shown as follows:
Single Family Dwelling (or R-1)	Commercial (or C-1)	ברבונים:
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 I. Below are listed the Restrictive Covenants and the tracts to w	, 1962, use designation and restriction	ns were denoted by legal descriptions.
SECTION I - HEAVY COMMERCIAL (or C-2)): Blocks 8 & 9 Unit No. 25 Bk	ock 3 — Unit No. 40
1. No improvement shall be placed upon the subject propering the property, or closer than 25 feet to the rear line. No build to the property line on interior lot or description lines	improvement shall be closer than :	t to the Columbus road or road front- 25 feet to any other street, but may
2. While said tracts may be used for residential purposes, n in height.	no residence or commercial type build	ding shall exceed one story or 14 feet
The use for which any improvements upon the above bowling alleys, plants in which manufacturing may be accom viously manufactured elsewhere, bars or cafes, or any profession establishments.	polished so long as the manufacturing	constitutes the assembly of parts pre-

- 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 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 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 setail 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., & 28 & 29, Block 1

Tracts 39 to 46, incl., Block 11
Tracts 17, 8, 39 and 40, Block 12
Tracts 15, 14, 33 and 34, Block 1

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 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

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.

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 let 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, harn 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 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 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.

- 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 revoked 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

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 _/_ day of July, 1971.

Carter W Kirk Attorney in-Fact

STATE OF NEW MEXICO)
County of Luna

On this 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.

Daraly Public Novary Public

My Commission Expires: 6/14/73

STATE OF NEW MEXICO)
County of Luna

I certify that this instrument was filed for record at 9:50A.M.

July 16, 1971 and recorded in book 82 of 10 page 582-4

Tean Offutt, County Clerk A. Aug., Deputy - Reception No. 16587

On all plats of Deming Ranci Single Family Dwelling (or R-	hettes filed after November 1, 1962.		and restrictions will be show	
Multiple Dwelling (or R-2)		Heavy Commercial	(or C-2)	
Professional-Apartment (or O-	1////	Parks & Public Co	ounds	\$20221-245P
On all plats of Deming Ranch	nettes filed prior to November 1, 1962, Covenants and the tracts to which the	use designation and		tiet the state at the
SECTION I - HEAVY	COMMERCIAL (or C-2): Blocks	8 & 9 Unit No.	. 25 Block 3 Unit No. 4	0
1. No improvement shall be jing the property, or closer than build to the property line on i	placed upon the subject property, whi 25 feet to the rear line. No improv interior lot or description lines.	ch shall be closer that rement shall be close	an 60 feet to the Columbus recr than 25 feet to any other	oad or road front- er street, but may
2. While said tracts may be a in height.	used for residential purposes, no reside	nce or commercial t	ype building shall exceed on	e story or 14 feet
bowling alleys; plants in which	mprovements upon the above describe manufacturing may be accomplished bars or cafes, or any professional typ	so long as the manu	facturing constitutes the asser	mbly of parts pre-
	mitted, no outside storage of parts or	products, and all to	rash shall be kept in sanitar	y containers.
5. No noxious or offensive act or nuisance to the neighborhood	tivity shall be carried on nor shall any	thing be done thereo	on which may be or may bec	ome an annoyance
6. No residence may be cor	nstructed upon an area of less than	21,780 square feet.		
SECTION II — COMME	CRCIAL (or C-1)			
	Tracts 18 to 25, incl., Block 6, Tracts 18 to 27, incl., Block 1	U	UNIT No. 1	
	Tracts 1 to 12. incl., & 35 to 46, in Tracts 1 to 6, incl., & 41 to 46, incl.		UNIT No. 2	
	Tracts 1 to 6, incl., & 41 to 46 in		INIT No. 3	
	All of BLOCK 24		INIT No. 4	
	Tracts 17 to 22 incl., & 23 to 26, in 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 U	NIT No. 23	
	Tracts 8, 9 & 10, Block 8 and all of l	Block 9 U	NIT No. 24	
	Tracts 12 to 33, incl., Block 13	U	NIT No. 36	•
	r commercial purposes which are retain ablished, no Body Repair of automobili- ducts is permitted			building. No ex-
	ected to Paragraph 6 under SectionV	below.		
4. On referenced lots the buil	ding 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				•
	be stored in permanent container.			•
	all other Sections not at conflict with	A Committee of the Comm		applicable.
	SSIONAL — APARTMENT (
shall the ratio of any living unitarea.	f, nor shall any apartment be construct t containing kitchen and bath to grou	cted that shall exceed and area exceed one	d 200 feet in height above living unit to each 500 squa	ground level, nor re feet of ground
	ices, professional offices shall be defin			
b. Real estate offices, man-	arian with enclosed kennels, medical ufacturers agents, lawyers, banks, mor seering, architects and other profession	teager representative	s savings and loan secociation	
	ng rooms, without sale of foods or l		ca.	
d. Private schools or profe				
	family dwelling or R-1 tracts obta			
4. Set-back lines for Commerci	ial or C-1 tracts shall obtain for pern	nissive use under Pai	ragraph 2 above.	
SECTION IV - MULTIP				
	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	h 1	INIT 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 54, Block 1 Tracts 1 to 8, incl., Block 2	U	NIT No. 2	•.
	Tracts 7, 8, 39 and 40, Block 1		NIT No. 3	
	Tracts 1 to 11, incl., Block 23	U	NIT No. 4	

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 25 to 33, incl., Block 14

UNIT No. 36

- Lota may be used for single-family dwelling or multiple family dwelling, except that no more than a three family unit containing best 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, NOT listed above, and as designated on all plats filed after N 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.
- 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. 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 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 reminimum distance requirements from interior for 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, acreened, 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-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.

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 3lot day of July 1970.

SELECT WESTERN LANDS INC.

CORPORATE TO THE WINE IN THE WINE I

Carter W Kirk
Attorney-in-Fact

STATE OF NEW MEXICO

County of Luna

88

On this S/ 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.

Notary Public

My Commission Expires 6/14/73

STATE OF NEW MEXICO
County of Luna
S.S.

I certify that this instrument was filed for record at 1.20 P.M.

S 3 1970

and recorded in book 78 of Secusion 2 page 5 760-62 County Clerk

Clean Schille Deputy

Reception No. 61336

The Arman State of the Control of th		
On all plats of Deming Ranchettes filed after November 1, 1962, th	ne use designation and restrictions will I	e shown as follows:
Single Family Dwelling (or R-I)	Commercial (or C-1)	בררווון
Multiple Dwelling (or R-2)	Heavy Commercial (or C-2)	
Professional—Apartment (or O-1)	Parks & Public Grounds	\$2002
On all plats of Deming Ranchettes filed prior to November 1, 1962, in		the state and when
Below are listed the Restrictive Covenants and the tracts to which the	y apply:	
그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그	8 & 9 Unit No. 25 Block 3 Uni	
 No improvement shall be placed upon the subject property, which ing the property, or closer than 25 feet to the rear line. No improves build to the property line on interior lot or description lines. 		
While said tracts may be used for residential purposes, no resident in height.	re or commercial type building shall exc	ceed one story or 14 feet
The use for which any improvements upon the above described bowling alleys, plants in which manufacturing may be accomplished so viously manufactured elsewhere, bars or cafes, or any professional type establishments.	long as the manufacturing constitutes t	the assembly of parts pre-
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 anythor nuisance to the neighborhood.	ning be done thereon which may be or n	nay become an annoyance
6. No residence may be constructed upon an area of less than 2	1,780 square feet.	
SECTION II - COMMERCIAL (or C-1)		
Tracts 18 to 25, incl., Block 6,		and the second
Tracts 18 to 27, incl., Block 1	UNIT No. 1	
Tracts 1 to 12, incl., & 35 to 46, inc Tracts 1 to 6, incl., & 41 to 46, incl.,	ii., Block 1 Block 12 UNIT No. 2	
Tracts I to 6, incl., & 41 to 46 inc	l., Block I UNIT No. 3	
All of BLOCK 24	UNIT No. 4	
Tracts 17 to 22 incl., & 23 to 26, incl. Tracts 10 to 24, incl., Block 19	., Block 18 UNIT No. 5	
Tracts 17 to 22, incl., Block 12 Tracts 19 to 24, incl., Blocks 7, 9, 9, 1	0 & 11 UNIT No. 23	*
Tracts 8, 9 & 10, Block 8 and all of Bi		
Tracts 12 to 33, incl., Block 13	UNIT No. 36	
1. These lots may be used for commercial purposes which are retail		, t
2. No junk yards may be established, no Body Repair of automobiles terior storage of parts or products is permitted.		es of a building. No ex-
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.	
3. No tract shall be subdivided, nor shall any apartment be construct shall the ratio of any living unit containing kitchen and bath to groun area.	ed that shall exceed 200 feet in height id area exceed one living unit to each 5	above ground level, nor
2. If used for professional offices, professional offices shall be define	ed as:	
a. Doctors, dentists, veterinarian with enclosed kennels, medical	supplies, clinics, laboratories, hospitals, b	ut not retail drug stores.
b. Real estate offices, manufacturers agents, lawyers, banks, morts counting, and advertising, engineering, architects and other profession	gagee representatives, savings and loan a	ssociations, insurance, se-
c. Private clubs for meeting rooms, without sale of foods or liq	juids.	
d. Private schools or professional training institutions.		400
3. Set-back lines for single-family dwelling or R-1 tracts obtain		above.
4. Set-back lines for Commercial or C-1 tracts shall obtain for permi	asive 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	IINIT M. o	
Tracts 1 to 8, incl., Block 2	UNIT No. 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

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

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

UNIT No. 24

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

SECTION V - SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground 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 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 lost 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 she 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.

- 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 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.

CORPORATE OF שונון זריי

SELECT WESTERN LANDS INC.

Carter W. Kirk Attorney-in-Fact

STATE OF NEW MEXICO.

County of Luna

SS

On this 3/2 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

My Commission Expires: 6/14/73

STATE OF NEW MEXICO SS.

County of Luna 5 5 5. record at 1:20 P.M.

and recorded in book 78 of Acede

On all plats of Deming Ranchettes filed after November 1, 1962, t	
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, a	se designation and restrictions were denoted by legal description

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 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 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. 5
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

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 41 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 November 1, 1962.

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, caves, steps and open porches shall not be considered as a part of any building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
 - 5. Easements for installation and maintenance of utilities will be limited to 10 feet.
- 6. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot 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.

- 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 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, 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 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 ______ day of March 1970.

SELECT WESTERN LANDS INC.

arterween Carter W. (Ki)rk

Attorney-in-Fact

STATE OF NEW MEXICO

County of Luna

On this 25TM day of March 1970, before me personally known to be the person described and appointed Attorney-in-Pact 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.

Sorothy Tublic

My Commission Expires: 6/14/73

STATE OF NEW MEXICO SS. "I certify that this instrument was filed for record at 1:30 PM.

S 22 3 7 MAR 3 0 1970

and recorded in book 17 of Mudo page 1660 County Clerk
Balling Deputy
Reception No. 19952

On all plats of Deming Ranch	hettes filed after November 1, 1962.	the use designation and s	restrictions will be shown	
Single Family Dwelling (or R-	1)	Commercial (or C-1)		
Multiple Dwelling (or R-2)	11111	Heavy Commercial (or	C-2)	####
Professional-Apartment (or O-	1)	Parks & Public Grounds		ANCONES!
On all plats of Deming Ranch	ettes filed prior to November 1, 1962, Covenants and the tracts to which t	use designation and restri hey apply:	ictions were denoted by i	legal descriptions
SECTION I - HEAVY	COMMERCIAL (or C-2): Block	ıs 8 & 9 Unit No. 25	Block 3 Unit No. 40	
1. No improvement shall be jing the property, or closer than build to the property line on i	placed upon the subject property, wh 25 feet to the rear line. No impro- interior lot or description lines.	ich shall be closer than 60 vement shall be closer the	feet to the Columbus roam 25 feet to any other	ad or road front street, but may
2. While said tracts may be a in height.	used for residential purposes, no resid	ence or commercial type b	nuilding shall exceed one	story or 14 feet
bowling alleys, plants in which	nprovements upon the above describ- manufacturing may be accomplished bars or cafes, or any professional ty	so long as the manufactur	ring constitutes the assem	bly of parts pre-
•	mitted, no outside storage of parts o tivity shall be carried on nor shall an			
or nuisance to the neighborhood	d.			•
6. No residence may be con	ustructed upon an area of less than	21,780 square feet.	and the second	
SECTION II - COMME	RCIAL (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, inc		No. 2	
	Tracts 1 to 6, incl., & 41 to 46 i All of BLOCK 24	•	No. 3 No. 4	
	Tracts 17 to 22 incl., & 23 to 26, in Tracts 10 to 24, incl., Block 19	ncl., Block 18	No. 5	
	Tracts 17 to 22, incl., Block 12	. 10 & 11 UNIT	No. 28	
	Tracts 19 to 24, incl., Blocks 7, 8, 9 Tracts 8, 9 & 10, Block 8 and all of			
	Tracts 12 to 33, incl., Block 13	UNIT		
1. These lots may be used for	r commercial purposes which are reta	ail in nature or of service in	n nature.	
2. No junk yards may be esta terior storage of parts or prod	ahlished, no Body Repair of automobilucts is permitted.	iles will be permitted exce	pt within confines of a	building. No ex-
3. Particular reference is dire	ected to Paragraph 6 under Section	V below.		
4. On referenced lots the buil	iding set-back shall be as follows:			
a. No nearer front lot line	than 50 feet.			
b. No nearer rear lot line				
c. No nearer side line than				
	be stored in permanent container.	(a). Nama and a dama of all		
b. All other convenants under	all other Sections not at conflict wi	th raragraphs i thru 5 at	love shall govern and ne	аррисане.
SECTION III — PROFES	SSIONAL — APARTMENT	(or O-1): None as of Nove	mber I, 1962.	
	d, nor shan any apartment be constru it containing kitchen and bath to gre			
2. If used for professional off	fices, professional offices shall be def	fined as:		
a. Doctors, dentists, veterin	narian with enclosed kennels, medica	al supplies, clinics, laborate	ries, hospitals, but not r	etail drug stores.
	ufacturers agents, lawyers, banks, mo neering, architects and other profess		rings and loan association	s, insurance, ac-
c. Private clubs for meeting	ng rooms, without sale of foods or	liquids.		
	essional training institutions.			
	family dwelling or R-1 tracts obs	· •	• •	
	rial or C-1 tracts shall obtain for per	missive use under Paragra	pa 2 above.	
SECTION IV — MULTII				
	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	ek 1 UNIT	' No. 1	to the state of th
	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

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

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 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 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 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 tramportable 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.

- 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.

Upon Unit 79, DEMING RANCHETTES, as recorded May 8, 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 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 $\frac{1616}{1}$ day of May, 1967.

SELECT WESTERN LANDS INC.

Attorney-in-Fact

STATE OF NEW MEXICO)

COUNTY OF LUNA

On this ______ 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.

Notary Public

My Commission Expires: 6/14/69

STATE OF NEW MEXICO S.S.

I certify that this instrument was filed for record at 1:10 P. M.

MAY 29 1967

page 5 10-13 County Clerk

County Clerk
Deputy

On all plats of Deming R Single Famils Dwelling for	Kanchettes filed after November 1, 1962, the use designate R-13 Commercial (tion and restrictions will be shown as follows: פרן הידן דיןיי or C-1)
Multiple Dwelling or R-2	Heavy Comm	rcial (or C-2)
Professional Apartment on	Posta S. Publi	c Grounds
On all plats of Denning R	anchettes filed prior to November 1, 1962, use designation tive Covenants and the tracts to which they apply:	Care constitució
SECTION I - HEAV	Y COMMERCIAL For C-25; Blocks 8 & 9 Un	it No. 25 Block 3 Unit No. 40
1 No improvement shall ing the property, or closer	be placed upon the subject property, which shall be closed to the rear line. No improvement shall be on interior lot or description lines.	er than 60 feet to the Columbus road or road front-
• •	be used for residential purposes, no residence or commer	cial type building shall exceed one story or 14 feet
bowling alleys, plants in w	is improvements upon the above described property shall high manufacturing may be accomplished s_2 long as the here, bars or cases, or any professional type office or clin	manufacturing constitutes the assembly of parts pre-
	permitted, no outside storage of parts or products, and	all trash shall be kept in sanitary containers.
	e activity shall be carried on not shall anything be done	
6 No residence may be	constructed upon an area of less than 21,780 square	feet.
SECTION II — COM	MERCIAL for C-11	
. SECTION II — COM	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 16 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 42, 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 us	ed for commercial purposes which are retail in nature or	of service in nature.
2. No hink vards may be terior storage of parts or	e established, no Body Repair of automobiles will be per- products is permitted.	mitted except within confines of a building. No ex-
3 Particular reference i	is directed to Paragraph 6 under SectionV below.	,
i. On referenced lots th	e building set-back shall be as follows:	
a No nearer front le	or line than 50 feet	•
	t line than 30 feet.	
v No nearer side lin		
	shall be stored in permanent container.	
b. All other convenants	under all other Sections not at conflict with Paragraphs	I thru 3 above shall govern and be applicable
SECTION III - PRO	OFESSIONAL - APARTMENT (or O-1): None	as of November 1, 1962.
 No tract shall be sub- shall the ratio of any livit area. 	divided, for shall any apartment be constructed that shall ng unit containing kitchen and bath to ground area exce	l exceed 200 feet in height above ground level, nor ed one living unit to each 500 square feet of ground
2. If used for profession	nal offices, professional offices shall be defined as:	
a. Doctors, dentists.	veterinarian with enclosed kennels, medical supplies, clir	ics, laboratories, hospitals, but not retail drug stores.
	s, manufacturers agents, lawvers, banks, mortgagee repres engineering, architects and other professional services of	
c Private clubs for	meeting rooms, without sale of toods or liquids.	
d. Private schools of	r professional training institutions.	
	single-family dwelling or R-1 tracts obtain for permit	
1. Set-back lines for Co	minercial or C-1 tracts shall obtain for permissive use ur	der Paragraph 2 above.
SECTION IV — MU	ULTIPLE 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 14 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

 $\mathbf{UNIT} \ \mathbf{No}. \ 2$

UNIT No. 3

UNIT No. 4

UNIT No. 5

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

UNIT No. 23

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

UNIT No. 24

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

UNIT No. 36

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

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

SECTION V - SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side the 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 any building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon the lot the 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 bene 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.

- 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, Attorney-in-Fact, being owner of tracts of land located in Section 6, 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 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 legends shown on said plat. legends shown on said plat.

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

SELECT WESTERN LANDS INC.

By: Cacherwana

STATE OF NEW MEXICO)

COUNTY OF LUNA

On this Add 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.

Notary Public Punter

My Commission Expires: 6/14/69

STATE OF NEW MEXICO } SS.

record at 3:05 P.M.

JAN 2 1968

and recorded in book 72 of Stade 1 Page 5 /68-70

Rith & King County Clerk

Winner J. Handle Deputy

Reception No. 774

Louis Water Jank die

On all plats of Deming Ranche	ettes filed after November 1, 1962.	the use designation and	l restrictions will be show	n as follows:
Single Family Dwelling (or R-1))	Commercial (or C-1)		
Multiple Dwelling (or R-2)		Heavy Commercial (o	r C-2)	#####
Professional Apartment (or O-1	'////		ds	francis de lege l'agen
	ttes filed prior to November 1, 1962, Covenants and the tracts to which th		strictions were denoted by	legal descriptions.
SECTION I — HEAVY C	COMMERCIAL (or C-2): Blocks	8 & 9 Unit No. 2	5 Block 3 Unit No. 4	0 - 4 - 42
1. No improvement shall be pling the property, or closer than build to the property line on in	laced upon the subject property, whic 25 feet to the rear line. No improv sterior lot or description lines.	ch shall be closer than ement shall be closer	60 feet to the Columbus I than 25 feet to any other	oad or road front- er street, but may
2. While said tracts may be us in height.	sed for residential purposes, no reside	nce or commercial type	e building shall exceed on	e story or 14 feet
3. The use for which any im	provements upon the above describe manufacturing may be accomplished bars or cafes, or any professional typ	so long as the manufac	turing constitutes the asse	moly of parts pre-
	nitted, no outside storage of parts or	products, and all tras	h shall be kept in sanitas	y containers.
	ivity shall be carried on nor shall any			
6. No residence may be con-	structed upon an area of less than	21,780 square feet.		
SECTION II — COMME	RCIAL (or C-1)			
	Tracts 18 to 25, incl., Block 6, Tracts 18 to 27, incl., Block 1	UN	IT No. 1	
	Tracts 1 to 12, incl., & 35 to 46, in Tracts 1 to 6, incl., & 41 to 46, incl		IIT No. 2	
	Tracts 1 to 6, incl., & 41 to 46 in		IT No. 3	of the control of the
	All of BLOCK 24	UN	IT No. 4	
	Tracts 17 to 22 incl., & 23 to 26, in Tracts 10 to 24, incl., Block 19	ncl., Block 18 UN	IT No. 5	
en e	Tracts 17 to 22, incl., Block 12 Tracts 19 to 24, incl., Blocks 7, 8, 9,	, 10 & 11 UN	IT No. 23	
	Tracts 8, 9 & 10, Block 8 and all of		IT No. 24	
	Tracts 12 to 33, incl., Block 13	UN	1T No. 36	
1. These lots may be used for	r commercial purposes which are reta	il in nature or of service	e in nature.	
2. No junk yards may be esta terior storage of parts or prod	ablished, no Body Repair of automobil ducts is permitted.	iles will be permitted e	except within confines of	a building. No ex-
3. Particular reference is dire	ected to Paragraph 6 under Section	V below.		
	lding 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	n 25 feet.			
	be stored in perinanent container.		•	
6. All other convenants under	all other Sections not at conflict wi	th Paragraphs I thru !	5 above shall govern and	ne applicable.
SECTION III — PROFE	SSIONAL — APARTMENT	(or O-1): None as of N	lovember 1, 1962.	
 No tract shall be subdivide shall the ratio of any living un- area. 	d, nor shall any apartment be construit containing kitchen and bath to gro	ucted that shall exceed ound area exceed one l	200 feet in height above iving unit to each 500 squ	ground level, nor sare feet of ground
	fices, professional offices shall be del	fined as:		
a. Doctors, dentists, veterii	narian with enclosed kennels, medica	al supplies, clinics, labo	ratories, hospitals, but not	retail drug stores.
b. Real estate offices, mar	nufacturers agents, lawyers, banks, mo neering, architects and other profess	ortgagee representatives,	savings and loan associat	
c. Private clubs for meeti	ing rooms, without sale of foods or	liquids.	•	
d: Private schools or prof	fessional training institutions			
	-family dwelling or R-1 tracts ob			e.
4. Set-back lines for Commercial	cial or G-1 tracts shall obtain for per	rmissive use under Para	agraph 2 above.	
SECTION IV — MULTI	PLE 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		NIT 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	ui	NIT No. 2	
	,,,			and the second second

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

UNIT No. 5

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. 23

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

UNIT No. 24 UNIT No. 36

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

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

SECTION V - SINGLE FAMILY DWELLING.

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars. lot other than or
- 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 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 walt 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.

- 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 evenant 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 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 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 23 and day of December. 1966.

(Seal),

SELECT WESTERN LANDS INC.

Attorney-in Fact

By:

STATE OF NEW MEXICO)

COUNTY OF LUNA

SS

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.

6/14/69 My Commission Expires:

Notary Public

STATE OF NEW MEXICO SS. County of Luna

I certify that this instrument was filed for record at 2. vol. M.

DEC 28 1966

and recorded in book 69 of Aleeda (1. Time County Clerk

The same of the same

Professional—Apartment (or O-1 On all plats of Deming Ranche Below are listed the Restrictive	ttes filed prior to Nove	///// nber 1, 1962, n	Parks & Public	Grounds nd restrictions were denoted b	Section (1986)
SECTION I — HEAVY (No. 25 Block 3 — Unit No.	4 0
1. No improvement shall be p	laced upon the subject	property which	shall be closer	than 60 feet to the Columbus	road or road front-
ing the property of closer than build to the property line on it	25 feet to the rear line uterior for er description	No improve	ment shall be c	loser than 25 feet to any oth	er street, but may
in height.	Red foll testdetrial bush	oses, no residen	ce or commercia	d type building shall exceed o	nessiory or all been
		accomplished a			
	ivity shall be carried on				
		ofolies strocks			
SECTION II — COMME	Tracts 10 to 25, incl.	R A			
				UNIT No. 1	
				UNIT No. 3	
				UNIT No. 4	
				UNIT No. 5	
	Tracts 12 to 35, incl., 1			UNIT No. 36	
	blished on Body Renals				
SECTION III — PROFES	SIONAL — APAR	RIMENT			
				laboratories, hospitals, but not	
				Men.	
			for permissive	use under Parserant I dans	
SECTION IV — MULTIP		(6) R-2).			
	Tracts 18 to 21, incl., 1	Hock 2			
	Tracts 22 to 27, incl. Tracts 16, 17, 26 and	Block 6			
	Tracts I to 17, incl., & Tracts I to 14, incl., I	20 & 29 Block		UNIT No. 1	
	Tracts 39 to 46, incl., Tracts 7, 8, 39 and 40, Tracts 13, 14, 33 and	Block 11 Block 12		UNIT No 2	

Tract 1 to 8, incl. Block 2 Tract 7, 8, 39 and 10, Block 1

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.

- 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 ears.
- 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 carages, shall be less than 600 square feet.
- 1. 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. Examined 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 complete energy.
- 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 retailing walls of minimum height, shall be erected or allowed to remain nearer the front street
- 11. On corner lots, no side treet force or wall, except retaining walls of minimum height, shall be crected or allowed to remain reaser 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 1-1; 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 baying 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.
 - is Exements 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 annovance or nuisance to the neighborhood.
- 6. No structure of a temporary character, tent, shack, garage, burn, 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 patho which shall not exceed the square footage of the traffer or 240 square feet, whichever is hirger.
- 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-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 wenty-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 speed 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 covernant 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 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 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 9th day of January, 1967.

SELECT WESTERN LANDS INC.

MENWARK Attorney-in Fact

STATE OF NEW MEXICO

SS

COUNTY OF LUNA

On this gth 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

My Commission Expires:

STATE OF NEW MEXICO SS. County of Luna

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

JAN 11 1967

and recorded in book 68 of Suds page 5 2 78. 80 tha. King

A. Valle Reception No. 42547

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, a Below are listed the Restrictive Covenants and the tracts to which the	use designation and restrictions were denoted by legal descriptions by 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 cases, 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

UNIT No. 5

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

UNIT No. 23

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

UNIT No. 24

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

UNIT No. 36

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

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

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.:
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, 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
 - 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.

- 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 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, Attorney-in-Fact, being owner of tracts of land located in Section 19, 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 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.

(Seal)

SELECT WESTERN LANDS, INC.

By: <u>UNENWY</u> Carter W. Kirk,

Attorney-in-Fact

STATE OF NEW MEXICO)

COUNTY OF LUNA

SS

On this ______ day of December, 1966, before me pasonally 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

Targer a New Minister () Towns of cone of the cone of

FIEC 2 8 1966

Figure 16 Court & Court Court

On all plats of Deming Ranche Single Family Dwelling (or R-1	ettes filed after November 1, 1962, the use designation Commercial (or	c-1)	
	Heavy Commercia	al (or C-2)	
	Parks & Public O	Grounds	
On all plats of Deming Ranch Below are listed the Restrictive	ettes filed prior to November 1, 1962, use designation an Covenants and the tracts to which they apply:	nd restrictions were denoted by	legal descriptions.
SECTION I — HEAVY	COMMERCIAL (or C-2): Blocks 8 & 9 Unit I	No. 25 Block 3 Unit No. 3	and or road front-
1. No improvement shall be jing the property, or closer than build to the property line on it	placed upon the subject property, which shall be closer 25 feet to the rear line. No improvement shall be clusterior lot or description lines.	than 60 feet to the Columbia i loser than 25 feet to any othe	er story or 14 feet
2. While said tracts may be in height.	interior for or description lines. used for residential purposes, no residence or commercia	type building said the said	stations garages.
3. The use for which any is bowling alleys, plants in which viously manufactured elsewhere.	improvements upon the above described property shall be manufacturing may be accomplished so long as the magnetic or cafes, or any professional type office or clinic	or normal retail outlet and ma	y merada wasana
	rmitted, no outside storage of parts or products, and a	Il trash shall be kept in sanitar	ry containers. come an annoyance
5. No noxious or offensive ac or nuisance to the neighborhood	tivity shall be carried on nor shall anything be done the	ereon which may be as say,	
SECTION II — COMMI	Tracts 18 to 25, incl., Block 6.	rinter No. 1	
	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. 1	
	Tracts 17 to 22 inch. & 23 to 26, inch. Block 18 Tracts 10 to 24, inch. 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. 21	
	Tracts 12 to 33, incl., Block 13	UNIT No. 36	
1. These lots may be used	and the same subject are retail in nature or o	f service in nature.	a bailding. No ex-
2. No junk yards may be e terior storage of parts or pr	stablished, no Body Repair of automobiles will be pern	sitted except within confines of	a manana
terior storage of parts of pr	lirected to Paragraph 6 under SectionV below.		
	milding set-back shall be as follows:		
a. No nearer front lot l			
b. No nearer rear lot li	ne than 30 feet.		
c. No nearer side line the			
5. All trash, waste, etc., sh	all be stored in permanent container.	thro 5 above shall govern and	l be applicable.
6. All other convenants un	der all other Sections not at conflict with Paragraphs 4	tinte 5 and to some 5	
SECTION III — PROP	ESSIONAL —APARTMENT (or O-1): None	as of November 1, 1962.	I local was
 No tract shall be subdivishall the ratio of any living area. 	ided, nor shall any apartment be constructed that shall unit containing kitchen and bath to ground area excee		sye ground level, ho square feet of ground
2. If used for professional	offices, professional offices shall be defined as:	Jahawataries hasnitals but t	not retail drug stores
a. Doctors, dentists, vet	erinarian with enclosed kennels, medical supplies, clini	estatives savings and loan assoc	iations, insurance, ac
counting, and advertising, e	manufacturers agents, lawyers, banks, mortgagee represe ingineering, architects and other professional services of	or offices.	
	seeting rooms, without sale of foods or liquids.		
d. Private schools or	professional training institutions. ngle-family dwelling or R-1 trac ts o btain for permis	sive use under Paragraph 1 al	oove.
3. Set-back lines for Com	mercial or C-1 tracts shall obtain for permissive use un	der Paragraph 2 above.	
SECTION IV — MUL	Tracts 18 to 21, incl., Block 2		
	Tracts 16 to 21, 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	UNIT No. 3	
	Tracts 7, 8, 39 and 40, Block 1 Tracts 1 to 11, incl., Block 23	UNIT No. 4	
	Tracts 1 to 11, men, process		

UNIT No. 5

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. 23 UNIT No. 24

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 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
- 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 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.
- 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 come an annovance or unisance to the neighborhood.
- b. 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 prive be permitted.
- 7. Owner shall be permitted to creet 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 of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automated 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 them for a 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.
- 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, Attorney-in-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 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 ______ day of July, 1966.

(Seal)

SELECT WESTERN LANDS INC.

By: Attorney-in-Kact

STATE OF NEW MEXICO)

COUNTY OF LUNA

SS

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 55, 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 SS.

I certify that this instrument was filed for record at $\frac{2.15P}{N}$.

JUL 22 1966

and recorded in book 65 of Deeds

page 33-5

Ruth a. King County Clerk

Skilly M. Busht Deputy

Reception No. 3981

On all plats of Deming Ranch Single Family Dwelling (or R-1			Commercial (or	C-1)	ייי די
Multiple Dwelling (or R-2)	·····		Hanny Common	sial (as C 2)	
Professional—Apartment (or O-			Parks & Public	Grounds	
On all plats of Deming Ranch Below are listed the Restrictive	ettes filed prior to Noven	nber 1. 1962.	nse designation a	and restrictions were	denoted by legal description
SECTION I — HEAVY	COMMERCIAL (or	r C-2): Block	cs 8 & 9 — Unit	No. 25 Block 3 —	Unit No. 40
1. No improvement shall be pring the property, or closer than build to the property line on it	placed upon the subject 25 feet to the rear line	property, wh	ich shall be closer	than 60 feet to the	Columbus road or road front
2. While said tracts may be a in height.			ence or commercia	al type building shall	exceed one story or 14 fee
3. The use for which any ir bowling alleys, plants in which viously manufactured elsewhere, establishments.	manufacturing may be	accomplished	so long as the m	anutacturing constitut	tee the accomply of norte are
4. No junk yards will be per	mitted, no outside storag	ge of parts o	r products, and a	ll trash shall be kept	in sanitary containers.
5. No noxious or offensive act or nuisance to the neighborhood	ivity shall be carried on				
6. No residence may be con	structed upon an area	of less than	21,780 square fee	et.	
SECTION II — COMME	RCIAL (or C-1)				
	Tracts 18 to 25, incl., Tracts 18 to 27, incl.,	Block 6, Block 1		UNIT No. 1	
	Tracts 1 to 12, incl., & Tracts 1 to 6, incl., &	& 35 to 46, i	incl., Block 1	UNIT No. 2	
	Tracts 1 to 6, incl., &			UNIT No. 3	
	All of BLOCK 24			UNIT No. 4	
	Tracts 17 to 22 incl., 8 Tracts 10 to 24, incl.,	Block 19	ncl., Block 18	UNIT No. 5	
	Tracts 17 to 22, incl., Tracts 19 to 24, incl., I	Block 12 Blocks 7, 8, 9	, 10 & 11	UNIT No. 23	
	Tracts 8, 9 & 10, Block			UNIT No. 24	
	Tracts 12 to 33, incl., B			UNIT No. 36	
1. These lots may be used for					
2. No junk yards may be esta terior storage of parts or prod	blished, no Body Repair ucts is permitted.	of automobi	les will be permit	ted except within con	nfines of a building. No ex-
3. Particular reference is dire	ected to Paragraph 6 ur	nder Section	V below.		
4. On referenced lots the buil		follows:			
a. No nearer front lot line					
b. No nearer rear lot linec. No nearer side line than					
5. All trash, waste, etc., shall		container			
6. All other convenants under			th Paragraphs 1 tl	hru 5 above shall gov	ern and be applicable
SECTION III — PROFES 1. No tract shall be subdivided shall the ratio of any living unit	l nor shall any apartmen	nt he constru	oted that shall an		
area.	containing kitchen and	vatn to gro	und area exceed o	one living unit to eacl	h 500 square feet of ground
2. If used for professional off					
a. Doctors, dentists, veterin	arian with enclosed ken	nels, medica	l supplies, clinics,	laboratories, hospitals	, but not retail drug stores.
b. Real estate offices, manu counting, and advertising engin c. Private clubs for meeting	comes, architects and t	ther professi	onal services or o	tives, savings and loar ffices.	n associations, insurance, ac-
c. Private clubs for meetingd. Private schools or profe			liquids.		
3. Set-back lines for single-f			ain for permissive	use under Paragraph	a 1 above
4. Set-back lines for Commercia	al or C-1 tracts shall ob	otain for peri	missive use under	Paragraph 2 above.	. I above.
SECTION IV — MULTIP		(or R-2).			
	Tracts 18 to 21, incl., B Tracts 22 to 27, incl., E Tracts 16, 17, 26 and 1 Tracts 1 to 17, incl., & 2	Block 5 27. Block 6	ck 1	UNIT No. 1	
	Tracts 1 to 14, incl., B Tracts 39 to 46, incl., I Tracts 7, 8, 39 and 40.	Block 2 Block 11 Block 12			
	Tracts 13, 14, 33 and 3	34, Block 1		UNIT No. 2	
	Tracts 1 to 8, incl., Bl Tracts 7, 8, 39 and 40,	ock 2 Block 1		UNIT No. 3	
	Tracts 1 to 11, incl., Blo	ock 23		UNIT No. 4	

UNIT No. 5

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

UNIT No. 23 UNIT No. 24

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

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

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

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, 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.

- 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 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 June, 1966.

SELECT WESTERN LANDS INC.

By: <u>Attorney-in-Fact</u>

STATE OF NEW MEXICO

COUNTY OF LUNA

SS

On this _____ day 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 Corporation.

Notary Public

Mu Commission Expires:_

County of Euna SS

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

JUN 8 1966

page 262-y

Rath A Ning County Clerk

Shirley McClondon Deputy

Reception No. 39038

On all plats of Deming Ranc	hettes filed after Novem	ber 1, 1	962,	the use designati	on and restrictions	will be shown	as follows:
Single Family Dwelling (or R-	-1)			Commercial (or	r C-1)		
Multiple Dwelling (or R-2)				Heavy Commer	cial (or C-2)		
Professional—Apartment (or O	-1)	////	//.	Parks & Public	Grounds		
On all plats of Deming Ranch Below are listed the Restrictive	hettes filed prior to Nover	nher 1 1	962		and restrictions were	denoted by le	egal description
SECTION I — HEAVY	COMMERCIAL (or	r C -2): 1	Blocks	s 8 & 9 — Unit	No. 25 Block 3 —	Unit No. 40	
1. No improvement shall be ing the property, or closer than build to the property line on	placed upon the subject a 25 feet to the rear line	property, No in	which nprov	ch shall be closer vement shall be c	than 60 feet to the closer than 25 feet	Columbus roa to any other	d or road from street, but mi
2. While said tracts may be in height.	used for residential purpo	ses, no i	reside	ence or commercia	al type building shal	l exceed one	story or 14 fe
3. The use for which any is bowling alleys, plants in which viously manufactured elsewhere, establishments.	mprovements upon the a manufacturing may be a bars or cafes, or any pr	bove des accomplis ofessiona	cribe shed l typ	d property shall be so long as the mose office or clinic	oe used shall be limi anufacturing constitu or normal retail out	ted to service s ites the assemb tlet and may i	stations, garage bly of parts pr nclude wholesa
4. No junk yards will be per	rmitted, no outside storag	e of par	ts or	products, and a	ll trash shall be ken	ot in sanitary	containers
5. No noxious or offensive ac or nuisance to the neighborhood	tivity shall be carried on	nor shall	lany	thing be done the	ereon which may be	or may becom	ie an annoyan
6. No residence may be con	nstructed upon an area	of less t	han !	21,780 square fee	et.		
SECTION II — COMME	RCIAL (or C-1)						
	Tracts 18 to 25, incl., Tracts 18 to 27, incl.,	Block 6, Block 1			UNIT No. 1		
	Tracts 1 to 12, incl., & Tracts 1 to 6, incl., &	: 35 to 4	16, in	icl., Block 1	UNIT No. 2		
	Tracts 1 to 6, incl., &				UNIT No. 3		
	All of BLOCK 24			, === 1	UNIT No. 4		
	Tracts 17 to 22 incl., & Tracts 10 to 24, incl., 1	23 to 2 Block 19	6, inc	cl., Block 18	UNIT No. 5		
	Tracts 17 to 22, incl., I Tracts 19 to 24, incl., B	Block 12	ΩΩ	10 P- 11	LINUT NI OO		
	Tracts 8, 9 & 10, Block				UNIT No. 23		
	Tracts 12 to 33, incl., Bl		. 01 1	JOER J	UNIT No. 24 UNIT No. 36		
1. These lots may be used for			retail	l in nature or of s			
2. No junk yards may be esta terior storage of parts or prod	blished no Rody Ropair	of autom	iob ile	es will be permitt	ted except within co	onfines of a bu	uilding. No ex
3. Particular reference is dire			ion V	below.			
4. On referenced lots the build		follows:					
a. No nearer front lot line							
b. No nearer rear lot line							
c. No nearer side line than							
5. All trash, waste, etc., shall6. All other convenants under				Paragraphs 1 th	ru 5 above shall gov	vern and be a	oplicable.
SECTION III — PROFES							
 No tract shall be subdivided shall the ratio of any living unit area. 	nor shall any anatomic	. 1.					l und level, nor feet of ground
2. If used for professional offi	ces, professional offices s	hall be	define	ed as:			
a. Doctors, dentists, veterina	rian with enclosed kenn	els, med	ical :	supplies, clinics, l	aboratories, hospitals	: but not reta	il drug stores
ounting, and advertising engine	stacturers agents, lawyers, eering, architects and ot	banks, her prof	morts ession	gagee representati nal services or off		n associations,	insurance, ac-
c. Private clubs for meeting			or liq	quids.			
d. Private schools or profes							
3. Set-back lines for single-fa	amily dwelling or R-1	tracts o	b tain	for permissive	use under Paragraph	i 1 above.	
4. Set-back lines for Commercia		ain for p	oe rmi	ssive use under F	Paragraph 2 above.		
SECTION IV — MULTIP		or R- 2)	•				
	Tracts 18 to 21, incl., Blo Tracts 22 to 27, incl., Blo	ock 5					
	Tracts 16, 17, 26 and 2. Tracts 1 to 17, incl., & 28	Rlock	6 Block	1	LINIT No. 1		
	Tracts 1 to 14, incl., Blo	ock 2			UNIT No. 1		
	Tracts 39 to 46, incl., Bl Tracts 7, 8, 39 and 40. I	ock 11 Block 12					
	Fracts 13, 14, 33 and 34	, Block	1		UNIT No. 2		
	Fracts 1 to 8, incl., Bloc Fracts 7, 8, 39 and 40, B	ck 2			LINITE N. O.		

Tracts 1 to 11, incl., Block 23

UNIT No. 4

UNIT No. 5

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

UNIT No. 23

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

UNIT No. 24

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

UNIT No. 36

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

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, caves, steps and open porches shall not be considered as a part of any building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon
 - 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
- 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 trainer, mobile frome 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 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, Attorney-in-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 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 // day of May, 1966.

SELECT WESTERN LANDS INC.

By:
Attorney-in-Fact

Notary Public

STATE OF NEW MEXICO)

COUNTY OF LUNA)

On this // 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.

My Commission Expires: 6/14/69

STATE OF NEW MEXICO

County of Luna SS.

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

MAY 1 1 1968

page 439-41

County Clerk

Aluly in Obyekt Deputy

Reception No. 39416

On all plats of Deming Ranch Single Family Dwelling (or R-1	ettes filed after Novem	ber 1, 1962,	Commercial (or	on and restrictions will be shown	
Multiple Dwelling (or R-2)			Heavy Commerc	cial (or C-2)	
Professional—Apartment (or O-1			Parks & Public	Grounds	
	ettes filed prior to Nover	mber 1, 1962.	use designation a	nd restrictions were denoted by	legal descriptions
SECTION I — HEAVY (COMMERCIAL (o	or C-2): Block	s 8 & 9 — Unit	No. 25 Block 3 — Unit No. 4	0
1. No improvement shall be pring the property, or closer than build to the property line on in	25 feet to the rear line	e. No improv	ch shall be closer vement shall be c	than 60 feet to the Columbus r closer than 25 feet to any other	oad or road front r street, but may
2. While said tracts may be u in height.	sed for residential purp	oses, no reside	ence or commercia	al type building shall exceed one	e story or 14 fee
3. The use for which any in bowling alleys, plants in which viously manufactured elsewhere, establishments.	manufacturing may be	accomplished	so long as the ma	oe used shall be limited to service anufacturing constitutes the asser or normal retail outlet and may	mbly of parts pre-
	nitted, no outside storaș	ge of parts or	products, and al	l trash shall be kept in sanitary	y containers.
5. No noxious or offensive act or nuisance to the neighborhood	ivity shall be carried on	nor shall any	vthing be done the	ereon which may be or may become	
6. No residence may be con	structed upon an area	of less than	21,780 square fee	t.	
SECTION II — COMME	RCIAL (or C-1)				
	Tracts 18 to 25, incl., Tracts 18 to 27, incl.,	Block 6, Block 1		UNIT No. 1	
	Tracts 1 to 12, incl., 6 Tracts 1 to 6, incl., &	& 35 to 46, in 41 to 46, incl	ncl., Block 1 ., Block 12	UNIT No. 2	
	Tracts 1 to 6, incl., 8	& 41 to 46 in	ncl., Block 1	UNIT No. 3	
	All of BLOCK 24	e 0a . oc :	1 D) 1 10	UNIT No. 4	
	Tracts 17 to 22 incl., 8 Tracts 10 to 24, incl.,	Block 19	icl., Block 18	UNIT No. 5	
	Tracts 17 to 22, incl., Tracts 19 to 24, incl.,	Block 12 Blocks 7, 8, 9,	10 & 11	UNIT No. 23	
	Tracts 8, 9 & 10, Block		Block 9	UNIT No. 24	
1. These lots may be used for	Tracts 12 to 33, incl., I		il in mature or of	UNIT No. 36	
	blished no Body Repair			ted except within confines of a	building. No ex-
3. Particular reference is dire		nder Section V	below.		
4. On referenced lots the build		s follows:			
a. No nearer front lot line					
b. No nearer rear lot linec. No nearer side line than					
5. All trash, waste, etc., shall		container.			
			h Paragraphs 1 th	nru 5 above shall govern and be	applicable.
SECTION III — PROFES					
1. No tract shall be subdivided shall the ratio of any living unit	, nor shall any apartme	nt be constru	rted that shall ev	ceed 200 feet in height above	ground level, nor re feet of ground
area. 2. If used for professional offi					
				laboratories, hospitals, but not r	retail drug stores.
	ifacturers agents lawver	rs hanks mar	tanaaa manmaaantat	the continue and have a set of	
c. Private clubs for meetin			iquids.		
d. Private schools or profes					
4. Set-back lines for Commerci				use under Paragraph 1 above.	
SECTION IV — MULTIP		(or R-2).	nissive use under	raragraph 2 above.	
	Tracts 18 to 21, incl., F	Block 2			
	Tracts 22 to 27, incl., 1 Tracts 16, 17, 26 and Tracts 1 to 17, incl., &	Block 5 27, Block 6	k 1	UNIT No. 1	
	Tracts 1 to 14, incl., I Tracts 39 to 46, incl., Tracts 7, 8, 39 and 40	Block 11			
	Tracts 7, 8, 39 and 40, Tracts 13, 14, 33 and	34, Block 1		UNIT No. 2	
	Tracts 1 to 8, incl., B Tracts 7, 8, 39 and 40,	lock 2 Block 1		UNIT No. 3	
	Tracts 1 to 11, incl., Bl	ock 23		UNIT No. 4	

UNIT No. 4

UNIT No. 5

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. 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 1 above shall apply.

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, 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.

- 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, Attorney-in-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 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 gas day of January, 1967.

(Seal)

SELECT WESTERN LANDS INC.

By: when

Attorney-in-Fac

STATE OF NEW MEXICO

COUNTY OF LUNA

SS

On this 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.

Notary I

My Commission Expires: 6/14/69

STATE OF NEW MEXICO
County of Luna

SS.

I certify that this instrument was filed for record at / DOP M.

JAN 11 1967

pages 275-77

Tuth O. Main County Clerk

Reception No. 12546

On all plats of Deming Ranche Single Family Dwelling (or R-1)	ttes filed after November 1, 196		on and restrictions will be shown	
Multiple Dwelling (or R-2)			cial (or C-2)	
	////		Grounds	
On all plats of Deming Ranchet	ites filed prior to November 1, 196 Covenants and the tracts to which	2, use designation a	nd restrictions were denoted by	legal descriptions
SECTION I — HEAVY CO	OMMERCIAL (or C-2): Blo	ocks 8 & 9 — Unit	No. 25 Block 3 — Unit No. 40	
1. No improvement shall be plaing the property, or closer than build to the property line on in	aced upon the subject property, v 25 feet to the rear line. No imp terior lot or description lines.	vhich shall be closer rovement shall be c	than 60 feet to the Columbus roc closer than 25 feet to any other	ad or road front street, but may
	ed for residential purposes, no res	idence or commercia	al type building shall exceed one	story or 14 fee
bowling alleys, plants in which r	provements upon the above descr nanufacturing may be accomplished pars or cafes, or any professional	ed so long as the ma	anufacturing constitutes the assem	bly of parts pre-
4. No junk yards will be perm	nitted, no outside storage of parts	or products, and al	I trash shall be kept in sanitary	containers.
5. No noxious or offensive activor nuisance to the neighborhood.	ity shall be carried on nor shall a	anything be done the	ereon which may be or may become	ne an annoyance
6. No residence may be const	tructed upon an area of less tha	an 21,780 square fee	t.	
SECTION II — COMMER	RCIAL (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 Tracts 1 to 6, incl., & 41 to 46, i	, incl., Block 1	UNIT No. 2	
	Tracts 1 to 6, incl., & 41 to 46		UNIT No. 3	
	All of BLOCK 24		UNIT No. 4	
	Tracts 17 to 22 incl., & 23 to 26, Tracts 10 to 24, incl., Block 19	, incl., Block 18	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		UNIT No. 24	
	Tracts 12 to 33, incl., Block 13		UNIT No. 36	
1. These lots may be used for	commercial purposes which are r	etail in nature or of	service in nature.	
2. No junk yards may be estab terior storage of parts or produ	lished, no Body Repair of automo	biles will be permit	ted except within confines of a	building. No ex-
	ted to Paragraph 6 under Section	onV below		
	ing set-back shall be as follows:	ar v viciow.		
a. No nearer front lot line				
b. No nearer rear lot line t	han 30 feet.	•		
c. No nearer side line than	25 feet.			
5. All trash, waste, etc., shall b	e stored in permanent container.			
6. All other convenants under	all other Sections not at conflict	with Paragraphs 1 t	hru 5 above shall govern and be	applicable,
	SIONAL APARTMENT			
 No tract shall be subdivided, shall the ratio of any living unit area. 	nor shall any apartment be cons- containing kitchen and bath to g	tructed that shall ex ground area exceed o	sceed 200 feet in height above gone living unit to each 500 square	round level, nor e feet of ground
2. If used for professional office	ces, professional offices shall be d	lefined as:		
	rian with enclosed kennels, medi			
counting, and advertising, engine	facturers agents, lawyers, banks, recring, architects and other profe	essional services or o	tives, savings and loan association ffices.	s, insurance, ac-
	g rooms, without sale of foods of	or liquids.		
d. Private schools or profes	•			
	amily dwelling or R-1 tracts o			
	al or C-1 tracts shall obtain for p		Paragraph 2 above.	
SECTION IV — MULTIP	LE DWELLING (or R-2). Tracts 18 to 21, incl., Block 2			
	Tracts 10 to 21, incl., Block 2 Tracts 22 to 27, incl., Block 5 Tracts 16, 17, 26 and 27, Block Tracts 1 to 17, incl., & 28 & 29, E	6 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. 3

UNIT No. 4

UNIT No. 5

Tracts 16 and 23, Block 12 Tracts 18 and 25, of Blocks 7, 8, 9, 10 and 1-1

UNIT No. 23 UNIT No. 24

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

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

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.

The state of the s

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

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, caves, steps and open porches shall not be considered as a part of any building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
 - 5. Easements for installation and maintenance of utilities will be limited to 10 feet.
- 6. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence nor shall any privy be permitted, except during construction. All construction shall be completed within six months from the date of commencement.
- 8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
 - 9. Animals except swine may be raised, kept or bred on any lot (See paragraph 6 above).
- 10. No fence or wall except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer the front street than the front setback line.
- 11. On corner lots, no side street fence or wall, except retaining walls of minimum height, shall be erected or allowed to remain nearer to the front street than the rear of the dwelling, nor nearer the side street than the property line.
- 12. MECHANICAL VARIANCE: A two inch (2") tolerance variation is by reason of mechanical variance of construction allowable for minimum distance requirements from interior lot lines.

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

- 1. None of said land shall be subdivided, nor shall any trailer, mobile home or similar wheeled transportable dwelling unit be placed on any lot having an area of less than 21,780 square feet.
 - 2. No tract shall be used except for residential purposes.
- 3. No trailer, mobile home or similar wheeled transportable dwelling unit shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line.
 - 4. Easements for installation and maintenance of utilities will be limited to 10 feet.
- 5. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 6. No structure of a temporary character, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence nor shall any privy be permitted.
- 7. Owner shall be permitted to erect a covered, screened, or glassed patio which shall not exceed the square footage of the trailer or 240 square feet, whichever is larger.
- 8. An outside storage room or space will be permitted on each tract, but not to exceed 8 feet in height nor 80 square feet in area, and must be of painted block or block-stucco construction.
 - 9. No more than one trailer may be used as a residence on any one tract.

The following apply to all of the above:

- 10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then lot owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- 11. Enforcement shall be by proceeding at law or in equity against any person or persons violative or attempting to violate any covenant either to restrain violation or to recover damages.
- 12. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

BI ARREST IL

40255

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, Town-ship 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.
- ll. 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.

15. 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, nor nearer the side street than the property line.

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

SELECT WESTERN LANDS INC.

By Attorney-in-Fact

STATE OF NEW MEXICO)

COUNTY OF LUNA

ss

On this _______ 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 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 4:30 M.

AUG 22 1966

and recorded in book 66 of Seeds

pages 24-5

Ruth a. King County Clerk

armen J. Hannalen Deputy

Reception No. 1 40255

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 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 13 th day of October, 1966.

SELECT WESTERN LANDS INC.

(Seal)

Fact Lattorney

Dorothy J. anderson

STATE OF NEW MEXICO)

COUNTY OF LUNA

On this 13th day of October, 1966, before me personally know 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: 6/14/69

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

OCT 14 1966

and recorded in book 66 of Aceds pages 4/1- 13 uth a Ken Reception No. 140989

					11.000
On all plats of Deming Ranch Single Family Dwelling (or R-1			the use designati	on and restrictions wil	# 40 9 88 I be shown as follows:
Multiple Dwelling (or R-2)			Heavy Commerc	cial (or C-2)	###
Professional—Apartment (or O-1			Parks & Public	Grounds	
On all plats of Deming Ranch Below are listed the Restrictive	ettes filed prior to	November 1, 1962.	use designation a	and restrictions were d	enoted by legal description
SECTION I — HEAVY (COMMERCIAL	(or C-2): Blocks	8 & 9 — Unit	No. 25 Block · 3 — L	Init No. 40
1. No improvement shall be pring the property, or closer than build to the property line on it	20 feet to the rea	ir line. No improv	ch shall be closer ement shall be c	than 60 feet to the C closer than 25 feet to	olumbus road or road front any other street, but ma
2. While said tracts may be usin height.	sed for residential	purposes, no residen	nce or commercia	al type building shall	exceed one story or 14 fee
3. The use for which any in bowling alleys, plants in which viously manufactured elsewhere, establishments.	manulacturing may	v be accomplished s	so long as the m	anufacturing constitute	e the accomply of parts pro
4. No junk yards will be peri	mitted, no outside	storage of parts or	products, and al	ll trash shall be kept	in sanitary containers.
5. No noxious or offensive act or nuisance to the neighborhood	ivity shall be carrie	ed on nor shall any	thing be done the	ereon which may be or	may become an annoyance
6. No residence may be con-	structed upon an	area of less than	21,780 square fee	t.	
SECTION II — COMME	RCIAL (or C-	-1)			
	Tracts 18 to 25, Tracts 18 to 27,	incl., Block 6, incl., Block 1		UNIT No. 1	
	Tracts 1 to 12, in Tracts 1 to 6, inc	ncl., & 35 to 46, in cl., & 41 to 46, incl.,	cl., Block 1 Block 12	UNIT No. 2	
		ncl., & 41 to 46 in		UNIT No. 3	
	All of BLOCK 2	4		UNIT No. 4	
	Tracts 17 to 22 in Tracts 10 to 24,	ncl., & 23 to 26, inc incl., Block 19	el., Block 18	UNIT No. 5	
	Tracts 17 to 22, 17 Tracts 19 to 24, i	incl., Block 12 ncl., Blocks 7, 8, 9,	10 & 11	UNIT No. 23	
		Block 8 and all of E		UNIT No. 24	
	Tracts 12 to 33, in	ncl., Block 13		UNIT No. 36	
1. These lots may be used for					
2. No junk yards may be estal terior storage of parts or production	blished, no Body R ucts is permitted.	Repair of automobile	s will be permit	ted except within conf	ines of a building. No ex-
3. Particular reference is dire	cted to Paragraph	6 under Section V	below.		
4. On referenced lots the build		be as follows:			
a. No nearer front lot lineb. No nearer rear lot line					
c. No nearer side line than					
5. All trash, waste, etc., shall		ment container.			
6. All other convenants under			Paragraphs 1 th	aru 5 above shall gove	rn and be applicable.
SECTION III — PROFES					
 No tract shall be subdivided shall the ratio of any living unit area. 	, nor shall any apa containing kitcher	artment be construct n and bath to grou	ted that shall ex nd area exceed o	ceed 200 feet in heigh one living unit to each	nt above ground level, nor 500 square feet of ground
2. If used for professional offi					
a. Doctors, dentists, veterina					
b. Real estate offices, manu counting, and advertising, engine	eering, architects	and other profession	nal services or of	ives, savings and loan ffices.	associations, insurance, ac-
c. Private clubs for meetind. Private schools or profes			quids.		
3. Set-back lines for single-fa			n for permissive	use under Paragraph	1 abous
4. Set-back lines for Commercia					1 above.
SECTION IV — MULTIP				.	
	Tracts 18 to 21, in Tracts 22 to 27, in Tracts 16, 17, 26 Tracts 1 to 17, inc.	ncl., Block 2 ncl., Block 5 and 27, Block 6 l., & 28 & 29, Block	: 1	UNIT No. 1	
	Tracts 1 to 14. in	ncl Block 2			
	Tracts 39 to 46, i Tracts 7, 8, 39 an Tracts 13, 14, 33	ncl., Block 11 id 40, Block 12 and 34, Block 1		UNIT No. 2	

UNIT No. 3

UNIT No. 4

Tracts 1 to 11, incl., Block 23

UNIT No. 5

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

UNIT No. 23

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

UNIT No. 24

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

UNIT No. 36

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

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

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, 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.

- 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 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 195 day of December, 1966.

(Seal)

SELECT WESTERN LANDS INC.

By: MEWHEN Attorney-In-Fact

STATE OF NEW MEXICO)

COUNTY OF LUNA

88

On this 195 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

Sorochy Jenninger Notary Public

STATE OF NEW MEXICO County of Luna SS.

I certify that this instrument was filed for record at $\angle OOP$ M.

DEC 21 1966

Page 3 104-6

Ruth Q. King County Clerk

Chief Schult Deputy

Reception alo. 42/78

355

On all plats of Deming Ranch	hettes filed after November 1, 1962, the	e use designation and restrictions will be	shown as follows:
Single Family Dwelling (or R-	1)	lomnærcial (or C-1)	
		leavy Commercial (or C-2)	
Professional-Apartment (or O-	1)////, P	2rks & Public Grounds	
On all plats of Deming Ranch	nettes filed prior to November 1, 1962, use Covenants and the tracts to which they	e designation and restrictions were denot	ed 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 ing the property, or closer than build to the property line on it	placed upon the subject property, which 25 feet to the rear line. No improvem interior lot or description lines.	shall be closer than 60 feet to the Colun ent shall be closer than 25 feet to any	ibus road or road front- oother street, but may
2. While said tracts may be a in height.	used for residential purposes, no residence	e or commercial type building shall exce	ed one story or 14 feet
bowling alleys, plants in which	mprovements upon the above described p manufacturing may be accomplished so bars or cafes, or any professional type of	long as the manufacturing constitutes the	e assembly of parts pre-
4. No junk yards will be per	mitted, no outside storage of parts or pr	roducts, and all trash shall be kept in s	anitary containers.
5. No noxious or offensive act or nuisance to the neighborhood	tivity shall be carried on nor shall anythi	ng be done thereon which may be or ma	y become an annoyance
6. No residence may be con	structed upon an area of less than 21,	780 square feet.	
SECTION II — COMME	RCIAL (or C-1)		
	Tracts 18 to 25, incl., Block 6,		
	Tracts 18 to 27, incl., Block 1 Tracts 1 to 12, incl., & 35 to 46, incl.	UNIT No. 1 Block 1	
	Tracts 1 to 6, incl., & 41 to 46, incl., B	slock 12 UNIT No. 2	
	Tracts 1 to 6, incl., & 41 to 46 incl., All of BLOCK 24		
	Tracts 17 to 22 incl., & 23 to 26, incl.,	UNIT No. 4 Block 18	
	Tracts 10 to 24, incl., Block 19 Tracts 17 to 22, incl., Block 12	UNIT No. 5	
	Tracts 19 to 24, incl., Blocks 7, 8, 9, 10		
	Tracts 8, 9 & 10, Block 8 and all of Blo	ck 9 UNIT No. 24	
1 Thora law w	Tracts 12 to 33, incl., Block 13	UNIT No. 36	
	commercial purposes which are retail in		6 1 111 27
terior storage of parts or prod			of a building. No ex-
	ected to Paragraph 6 under SectionV be	elow.	
	ding set-back shall be as follows:		
a. No nearer front lot line			
b. No nearer rear lot line			
c. No nearer side line than			
	be stored in permanent container. all other Sections not at conflict with F	Demography 1 show 5 shows shall account	
			па ве аррисавіе.
	SSIONAL — APARTMENT (or o		
area.	l, nor shall any apartment be constructed t containing kitchen and bath to ground	area exceed one living unit to each 500	bove ground level, nor square feet of ground
	ices, professional offices shall be defined		
b. Real estate offices, man-	arian with enclosed kennels, medical su ufacturers agents, lawyers, banks, mortga	gee representatives sovings and loan and	
outing, and advertising, engil	deering, architects and other professiona	services or offices.	ciations, msurance, ac-
	ng rooms, without sale of foods or liqu	ids.	
	essional training institutions.	for nomini	
	family dwelling or R-1 tracts obtain ial or C-1 tracts shall obtain for permiss		bove.
		ive use under raragraph 2 above.	
SECTION IV — MULTIP			
	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	

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

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

UNIT No. 24

UNIT No. 36

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

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

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, 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.

- 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.

TRIPLE S LAND CORPORATION

y: CarrivKi
Attorney-in-Fact

STATE OF NEW MEXICO)
COUNTY OF LUNA)

SS

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 TRIPLES MAND 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, Tower-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 CORFORATION, a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said corporation.

My Commission Expires:

Schober 26, 1966

Notary Public

STATE OF NEW MEXICO SS

I certify that this instrument was filed for record at / 115 M.

MAR 3 1964

and recorded in book 44 of Leeds

page 348-50

County Clark

Paul Ann Daputy

Reception No. 22372

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

On all plats of Deming Ranch Single Family Dwelling (or R-1			the use designation	on and restrictions will be show	n as follows:
Multiple Dwelling (or R-2)			Heavy Commerc	rial (or C-2)	
Professional—Apartment (or O-1			Parks & Public	Grounds	
	ettes filed prior to Noven	nber 1, 1962,	use designation a	nd restrictions were denoted by	legal descriptions.
SECTION I — HEAVY O	COMMERCIAL (or	r C-2): Block	s 8 & 9 — Unit	No. 25 Block 3 — Unit No. 4	0
1. No improvement shall be p ing the property, or closer than build to the property line on in	25 feet to the rear line	. No improv	ich shall be closer vement shall be c	than 60 feet to the Columbus r loser than 25 feet to any other	oad or road fronter street, but may
2. While said tracts may be u in height.	sed for residential purpo	oses, no reside	ence or commercia	al type building shall exceed on	e story or 14 feet
3. The use for which any imbowling alleys, plants in which viously manufactured elsewhere, establishments.	manufacturing may be	accomplished	so long as the ma	be used shall be limited to service anufacturing constitutes the asset or normal retail outlet and may	mbly of parts pre-
4. No junk yards will be perr	nitted, no outside storag	ge of parts of	r products, and al	l trash shall be kept in sanitar	y containers.
	vity shall be carried on			ereon which may be or may bec	
6. No residence may be cons	structed upon an area	of less than	21,780 square fee	t.	
SECTION II — COMME	RCIAL (or C-1)				
	Tracts 18 to 25, incl., Tracts 18 to 27, incl.,	Block 6,		UNIT No. 1	
	Tracts 1 to 12, incl., &	& 35 to 46, i	ncl., Block 1		
	Tracts 1 to 6, incl., &			UNIT No. 2	
	Tracts 1 to 6, incl., 8 All of BLOCK 24	k 41 to 46 ii	ncl., Block l	UNIT No. 3	
	Tracts 17 to 22 incl., 8	& 23 to 26 in	nel Block 18	UNIT No. 4	
	Tracts 10 to 24, incl., Tracts 17 to 22, incl.	Block 19	icii, block 70	UNIT No. 5	
	Tracts 19 to 24, incl., 1		, 10 & 11	UNIT No. 23	
	Tracts 8, 9 & 10, Block	8 and all of	Block 9	UNIT No. 24	
t m	Tracts 12 to 33, incl., I			UNIT No. 36	
1. These lots may be used for					
terior storage of parts or production	blished, no Body Repair ucts is permitted.	of automobi	les will be permit	ted except within confines of a	building. No ex-
3. Particular reference is dire			below.		
4. On referenced lots the build		s follows:			
a. No nearer front lot line					
b. No nearer rear lot line					
c. No nearer side line than					
5. All trash, waste, etc., shall 1			d. Danamarka 1 st	5 .hh.ll t.	and the state
	No.			nru 5 above shall govern and be	е аррисавіе.
SECTION III — PROFES					
 No tract shall be subdivided shall the ratio of any living unit area. 	, nor shall any apartme containing kitchen and	nt be constru l bath to gro	cted that shall ex und area exceed o	ceed 200 feet in height above one living unit to each 500 squa	ground level, nor are feet of ground
2. If used for professional offi	ces, professional offices	shall be defi	ned as:		
				laboratories, hospitals, but not	
counting, and advertising, engine	eering, architects and o	other professi	onal services or o	tives, savings and loan association ffices.	ns, insurance, ac-
c. Private clubs for meetin			liquids.		
d. Private schools or profes					
				use under Paragraph 1 above.	
4. Set-back lines for Commerci			missive use under	Paragraph 2 above.	
SECTION IV — MULTIP		(or R -2).			
	Tracts 18 to 21, incl., E Tracts 22 to 27, incl., I Tracts 16, 17, 26 and Tracts 1 to 17, incl., &	Block 5 27. Block 6	:k 1	UNIT No. 1	
	Tracts 1 to 14, incl., I Tracts 39 to 46, incl., Tracts 7, 8, 39 and 40,	Block 2 Block 11			
	Tracts 13, 14, 33 and Tracts 1 to 8, incl., B	34, Block 1		UNIT No. 2	
	Tracta 7 9 20 1 40	Dinal 1		TIBITIN BY O	

Tracts 1 to 11, incl., Block 23

UNIT No. 4

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 November 1, 1962.

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, 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 annibyance 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.

- 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 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 25th day of June, 1965.

SELECT WESTERN LANDS INC.

Attorney-in-Fact

STATE OF NEW MEXICO

COUNTY OF LUNA

33

On this $2\sqrt{\frac{7H}{2}}$ 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 SS. County of Luna

I certify that this instrument was filed for record at 3:32 P. M.

JUN 25 1955

and recorded in book 53 of Aleeda)

page 49-51

Deputy

County Clerk

Notary Public

Dolores &/ Juntus

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

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)
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 descriptions.
ODGESON I TIPATIN CONTENDATAL (CO. D.)	
SECTION I — HEAVY COMMERCIAL (or C-2): Blocks	3 8 & 9 — Unit No. 25 Block 3 — Unit No. 40
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

- 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)

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

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

UNIT No. 5

30286

51

UNIT No. 23

UNIT No. 24

UNIT No. 36 1. Lots may be used for single-family dwelling or multiple family dwelling, except that no more than a three family unit containing no less than 500 square foot around area per family unit excluding porches and garages may be erected or constructed on any lot.

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

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, 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
 - 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.

- 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, Attorney-in-Fact, being owner of tracts of land located in Section 35, Town-ship 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 day of February, 1966.

(Seal)

SELECT WESTERN LANDS INC.

By: <u>Attorney in-Fact</u>

STATE OF NEW MEXICO

S

COUNTY OF LUNA

On this _/ day of February, 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.

N'v Commission Expires: 6/14/69

Notary Public

STATE OF NEW MEXICO | County of Luna

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

FEB 4 1966

and recorded in book 6 of Allan

Reception No.

-0-1

RECAPITULATION of RESTRICTIVE

	COVENANTS OF DEA	IIII IIII		36246
			1 and interiors will be shown	
On all plats of Deining Ranches	ttes filed after November 1, 1962.	Compared (or	C-1)	· · · · · · · · · · · · · · · · · · ·
Single Family Dwelling (or R-1)				
			Grounds	
ProfessionalApartment (or O-1)	ttes filed prior to November 1, 1962,	Parks & Public C	nd restrictions were denoted by	legal descriptions
Below are listed the Restrictive C	Sovenants and the tracts to winon in	,		
SECTION I — HEAVY CO	OMMERCIAL (or C-2): Block	s 8 & 9 — Unit I	No. 25 Block 3 Unit No. 40)
ing the property, or closer than a	aced upon the subject property, who 25 feet to the rear line. No impro- terior lot or description lines.	Verificate states		
2. While said tracts may be us in height.	ed for residential purposes, no residential	ence or commercia	I type building shall exceed one	e story or 14 fee
3. The use for which any im	provements upon the above describ- nanufacturing may be accomplished pars or cafes, or any professional ty	ed property shall b so long as the ma pe office or clinic	e used shall be limited to service anufacturing constitutes the asset or normal retail outlet and may	e stations, garages nbly of parts pre include wholesald
4. No junk yards will be pern	nitted, no outside storage of parts o	r products, and al	l trash shall be kept in sanitar	y containers.
5. No noxious or offensive action nuisance to the neighborhood.	vity shall be carried on nor shall an	ything be done the	reon which may be or may bec	ome an annoyanc
6. No residence may be cons	tructed upon an area of less than	21,780 square fee	t.	
SECTION II — COMMER	RCIAL (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, Tracts 1 to 6, incl., & 41 to 46, inc	incl., Block 1	UNIT No. 2	
	Tracts 1 to 6, incl., & 41 to 46		UNIT No. 3	
	All of BLOCK 24	men. Block	UNIT No. 4	
	Tracts 17 to 22 incl., & 23 to 26, i Tracts 10 to 24, incl., Block 19	ncl., Block 18	UNIT No. 5	
	Tracts 17 to 22, incl., Block 12 Tracts 19 to 24, incl., Blocks 7, 8, 9	0 10 8-11	UNIT No. 23	
	Tracts 8, 9 & 10, Block 8 and all of		UNIT No. 24	
	Tracts 12 to 33, incl., Block 13		UNIT No. 36	
1. These lots may be used for	commercial purposes which are ret	ail in nature or of	service in nature.	
2. No junk yards may be estal	olished, no Body Repair of automob	iles will be permit	ted except within confines of a	building. No ex
terior storage of parts or produced a Particular reference is directly	acts is permitted. cted to Paragraph 6 under Section	V below.		
	ling set-back shall be as follows:			
a. No nearer front lot line				
b. No nearer rear lot line	than 30 feet.			
c. No nearer side line than	25 feet.			
5. All trash, waste, etc., shall b	be stored in permanent container.			
6. All other convenants under	all other Sections not at conflict w	ith Paragraphs 1 t	hru 5 above shall govern and b	e applicable.
SECTION III — PROFES	SSIONAL — APARTMENT	(or O-1): None as	of November 1, 1962.	
1. No tract shall be subdivided shall the ratio of any living unit area.	. nor shall any apartment be constr . containing kitchen and bath to gr	ucted that shall ex- ound area exceed o	xceed 200 feet in height above one living unit to each 500 squ	ground level, not are feet of ground
	ices, professional offices shall be de	fined as:		
	arian with enclosed kennels, medic			
counting, and advertising, engin	afacturers agents, lawyers, banks, m ecring, architects and other profes	sional services or c	itives, savings and loan associati offices.	ons, insurance, ac
	ng rooms, without sale of foods or	liquids.		
d. Private schools or profe	ssional training institutions. Samily dwelling or R-1 tracts ob	tain for manning	use under Paragraph 1 1	
	ial or C-1 tracts shall obtain for pe			
SECTION IV — MULTIP				
	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, Blo	ock 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 12		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 Tracts 24 to 31, incl., Block 17 Tracts 15, 16, 27, 28, 29 and 30, Block 18 Tracts 9 and 25, Block 19

UNIT No. 5

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

UNIT No. 23

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

UNIT No. 24

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

UNIT No. 36

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

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, 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 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 — for T-1 is 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 insisance 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 not shall any privy be permitted.
- 7. Owner shall be permitted to creek 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.

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 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 44 day of December, 1965.

SELECT WESTERN LANDS INC.

By:

Attorney-in-Fact

STATE OF NEW MEXICO)

COUNTY OF LUNA

88

On this 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.

Notary Public

My Commission Expires:

STATE OF NEW MEXICO
County of Luna

SS.

I certify that this instrument was filed for record at 4:368.

DEC 9 1965

page S 386-8

County Clerk

Reception No. 350/3

-- 0 -1

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

On all plats of Deming Ranch	ettes filed after Noveml	ber 1, 1962,	the use designation	on and restrictions will be show	350/3 n as follows:
Single Family Dwelling (or R-1			Commercial (or	C-1)	ייי וייין וייין יייי
Multiple Dwelling (or R-2)			Heavy Commerc	ial (or G-2)	
Professional—Apartment (or O-1			Parks & Public	Grounds	SECON
On all plats of Deming Ranche Below are listed the Restrictive	ettes filed prior to Novem	nber 1, 1962,	use designation as	nd restrictions were denoted by	legal descriptions
SECTION I HEAVY (COMMERCIAL (or	r C-2): Block	s 8 & 9 — Unit	No. 25 Block 3 — Unit No. 4	0
1. No improvement shall be ping the property, or closer than build to the property line on it	25 feet to the rear line	e. No improv	ich shall be closer vement shall be cl	than 60 feet to the Columbus r loser than 25 feet to any other	oad or road front er street, but may
			ence or commercia	l type building shall exceed on	e story or 14 fee
3. The use for which any in bowling alleys, plants in which viously manufactured elsewhere, establishments.	manufacturing may be a	accomplished	so long as the ma	be used shall be limited to service anufacturing constitutes the asse or normal retail outlet and may	mbly of parts pre
				l trash shall be kept in sanitar	
or nuisance to the neighborhood	l.			ereon which may be or may bec	ome an annoyance
6. No residence may be con	structed upon an area	of less than	21,780 square fee	t.	
SECTION II — COMME	RCIAL (or C-1)				
	Tracts 18 to 25, incl., Tracts 18 to 27, incl.,	Block 1		UNIT No. 1	
	Tracts 1 to 12, incl., & Tracts 1 to 6, incl., &	k 35 to 46, i 41 to 46, incl	inel., Block 1 l., Block 12	UNIT No. 2	
	Tracts 1 to 6, incl., &	k 41 to 46 i	ncl., Block 1	UNIT No. 3	
	All of BLOCK 24			UNIT No. 4	
	Tracts 17 to 22 incl., & Tracts 10 to 24, incl.,	Block 19	ncl., Block 18	UNIT No. 5	
	Tracts 17 to 22, incl., Tracts 19 to 24, incl., I	Block 12 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., B			UNIT No. 36	
1. These lots may be used for					1 · 1 · 1 · 1 · 1 · 1 · 1 · 1 · 1 · 1 ·
terior storage of parts or prod	blished, no Body Repair lucts is permitted.	of automobi	iles will be permit	ted except within confines of a	building. No ex-
3. Particular reference is dire	ected to Paragraph 6 u	nder Section	V below.		
4. On referenced lots the buil		s follows:		•	
a. No nearer front lot line					
b. No nearer rear lot line					
c. No nearer side line than5. All trash, waste, etc., shall		container			
			th Paragraphs 1 tl	hru 5 above shall govern and b	e applicable
				g	e applicable.
SECTION III — PROFES					
1. No tract shall be subdivided shall the ratio of any living unit area.	t, nor shall any apartme t containing kitchen and	nt be constru l bath to gro	ound area exceed o	sceed 200 feet in height above one living unit to each 500 squ	ground level, nor are feet of ground
2. If used for professional off					
				laboratories, hospitals, but not	
counting, and advertising, engir	neering, architects and	other profess	sional services or o	tives, savings and loan associati ffices.	ons, insurance, ac-
			nquias.		
			ain for permissive	use under Paragraph 1 above	
4. Set-back lines for Commerce					
SECTION IV — MULTII	PLE DWELLING	(or R-2).			
	Tracts 18 to 21, incl., I	Block 2 Block 5			
	Tracts 22 to 27, incl., Tracts 16, 17, 26 and Tracts 1 to 17, incl., &	28 & 29, Bio	ock 1	UNIT No. 1	
	Tracts 1 to 14, incl., 1 Tracts 39 to 46, incl., Tracts 7, 8, 39 and 40	Block 11 Block 12		LINIM N	
	Tracts 13, 14, 33 and Tracts 1 to 8, incl., B			UNIT No. 2	
	Tracts 1 to 8, incl., B 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

35013

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. 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 1 above shall apply.

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, 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.

- 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, Town-ship 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 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 20th day of March, 1966.

(Seal)

SELECT WESTERN LANDS INC.

Attorney-in-Fact

STATE OF NEW MEXICO)

COUNTY OF LUNA

SS

On this 74 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.

My Commission Expires: 6/14/69

Notary Public

STATE OF NEW MEXICO County of Luna

I certify that this instrument was filed for

record at /: ODP M.

MAR 28 1966

and recorded in book 62 of Seellas

555

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

On all plats of Deming Ranc	hettes filed after Nover	nber 1, 1 96 2.	the use designation	on and restrictions will	be shown as follows:
Single Family Dwelling (or R-			Commercial (or	C-1)	10 10 10 10 10 10 10 10
Multiple Dwelling (or R-2)		HIH	Heavy Commerc	ial (or C-2)	****
Professional-Apartment (or O-	1)	1/////	Parks & Public	Grounds	
On all plats of Deming Ranch Below are listed the Restrictive	nettes filed prior to Nove Covenants and the trace	HILDER 1. 1902.	use designation as	nd restrictions were de	noted by legal descriptions
SECTION I — HEAVY	COMMERCIAL (or C-2): Blocks	8 & 9 Unit	No. 25 Block 3 — Ui	nit No . 40
1. No improvement shall be ing the property, or closer than build to the property line on	1 25 feet to the rear lin	e. No improve	h shall be closer ement shall be c	than 60 feet to the Co loser than 25 feet to	lumbus road or road front any other street, but may
2. While said tracts may be in height.	used for residential purp	oses, no resider	nce or commercia	l type building shall e	xceed one story or 14 fee
3. The use for which any is bowling alleys, plants in which viously manufactured elsewhere, establishments.	manufacturing may be	accomplished	to long as the ma	anufacturing constitutes	the accomply of parts are
4. No junk yards will be per	mitted, no outside stora	ge of parts or	products, and al	l trash shall be kept in	sanitary containers
5. No noxious or offensive act or nuisance to the neighborhood	tivity shall be carried or				
6. No residence may be con	nstructed upon an area	of less than 2	21,780 square fee	t.	
SECTION II — COMME	ERCIAL (or C-1)				
	Tracts 18 to 25, incl. Tracts 18 to 27, incl.	Block 6, Block 1		UNIT No. 1	
	Tracts 1 to 12, incl., Tracts 1 to 6, incl., &	& 35 to 46, in	cl., Block 1	LINITE N. O	
	Tracts 1 to 6, incl., &			UNIT No. 2	
	All of BLOCK 24	oc 41 to 40 m	ci., block i	UNIT No. 3 UNIT No. 4	
	Tracts 17 to 22 incl., Tracts 10 to 24, incl.,	& 23 to 26, inc Block 19	el., Block 18	UNIT No. 5	
	Tracts 17 to 22, incl., Tracts 19 to 24, incl.,				
				UNIT No. 23	
	Tracts 8, 9 & 10, Bloc		Block 9	UNIT No. 24	
	Tracts 12 to 33, incl.,			UNIT No. 36	
1. These lots may be used for 2. No junk yards may be estaterior storage of parts or productions.	iblished, no Body Repai				nes of a building. No ex-
3. Particular reference is dire		inder SectionV	below.		
1. On referenced lots the buil					
a. No nearer front lot line					
b. No nearer rear lot line	than 30 feet.				
c. No nearer side line than					
5. All trash, waste, etc., shall		container.			
6. All other convenants under	•		Paragraphs 1 th	ru 5 above shall gover	n and be applicable.
SECTION III — PROFES					
 No tract shall be subdivided shall the ratio of any living unitarea. 	d, nor shall any apartme it containing kitchen an	ent be constructed bath to ground	ted that shall exe nd area exceed o	ceed 200 feet in heigh ne living unit to each	t above ground level, nor 500 square feet of ground
2. If used for professional off					
a. Doctors, dentists, veterin					
b. Real estate offices, man counting, and advertising, engir	icering, architects and	other professio	nai services or of	ives, savings and loan fices.	associations, insurance, ac-
c. Private clubs for meeting d. Private schools or profe			quids.		
	grand and the second of the se		3 •		
3. Set-back lines for Single-					above.
4. Set-back lines for Commerc			issive use under	Paragraph 2 above.	
SECTION IV — MULTIF		(or R-2).			
	Tracts 18 to 21, incl., Tracts 22 to 27, incl., Tracts 16, 17, 26 and	Block 5 27, Block 6			
	Tracts 1 to 17, incl., & Tracts 1 to 14, incl.,			UNIT No. 1	
	Tracts 39 to 46, incl.,	Block 11			
	Tracts 7, 8, 39 and 46 Tracts 13, 14, 33 and	34, Block 1		UNIT No. 2	
	Tracts 1 to 8, incl., I Tracts 7, 8, 39 and 40	Block 2 , 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, 26, 29 and 30, Block 18 Tracts 9 and 25, Block 19

UNIT No. 5

Tracts 16 and 25, Block 12 Tracts 18 and 25, of Blocks 7, 8, 9, 10 and 11

UNIT No. 23

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

UNIT No. 24

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

UNIT No. 36

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

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

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, 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.

- 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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RESTRICTIVE COVENANTS IMPOSED

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

Trump Joras P.

Notary Public

Attorney-in-Fact

STATE OF NEW MEXICO

COUNTY OF LUNA

SS

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

STATE OF NEW MEXICO County of Luna

I certify that this instrument was filed for record at 1:30P M.

MAY 13 1965

and recorded in book 5/ of Aleeds

0. 2900c

COVERNATIVE OF DESCRIPTION OF THE

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On all plats of Deming Ranchettes filed after November 1, 1962, the use designati	
Single Family Dwelling (or R-1)	ר C-1) ויירון ויירו
Multiple Dwelling (or R-2)	
Professional—Apartment (or O-1)	Grounds San Land
On all plats of Deming Ranchettes filed prior to November 1, 1962, use designation and the listed the Restrictive Covenants and the tracts to which they apply:	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 closering the property, or closer than 25 feet to the rear line. No improvement shall be	r than 60 feet to the Columbus road or road front- closer than 25 feet to any other street, but may

- 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 cases, 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)

54

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 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	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, 35 and 54, Block 1	UNIT No. 2
Tracts to & incl., Block 2 Tracts 7, 8, 29 and 40, Block !	UNIT No. 3
Tracky I pp 71, polit, Medi. 23	UNIT No. 4

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.

1.1

- 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.

- 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.

RESTRICTIVE COVENANTS IMPOSED 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> 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 23rd day of September, 1964.

TRIPLE S LAND CORPORATION

Attorney-in Fact

STATE OF NEW MEXICO COUNTY OF LUNA

38

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:

October 26, 1966

Notary Public

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duag

STATE OF NEW MEXICO County of Luna

I certify that this instrument was filed for record at 10:00 A.M.

SEP 24 1964

and recorded in book 47 of Seeks

page 38-40

County Clerk

Hila

Henring Ranchetter

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

On all plats of Deming Ranche	ttes filed after November 1, 1962,	the use designation and restrictions will be sh	own as follows:
Single Family Dwelling (or R-1)		Commercial (or G-1)	
Multiple Dwelling (or R-2)		Heavy Commercial (or C-2)	
Professional—Apartment (or O-1)		Parks & Public Grounds	
On all plats of Deming Ranchet	ttes filed prior to November 1, 1962, Covenants and the tracts to which the	use designation and restrictions were denoted	by legal descriptions
		s 8 & 9 — Unit No. 25 Block 3 — Unit No	
ing the property, or closer than build to the property line on in	25 feet to the rear line. No improve terior lot or description lines.	ch shall be closer than 60 feet to the Columbu rement shall be closer than 25 feet to any o	other street, but may
2. While said tracts may be us in height.	ed for residential purposes, no reside	ence or commercial type building shall exceed	one story or 14 fee
3. The use for which any impouling alleys plants in which r	manufacturing may be accomplished	ed property shall be used shall be limited to set so long as the manufacturing constitutes the a be office or clinic or normal retail outlet and	assembly of parts pre
	nitted, no outside storage of parts of	products, and all trash shall be kept in san	itary containers.
or nuisance to the neighborhood.		ything be done thereon which may be or may	become an annoyanc
6. No residence may be cons	tructed upon an area of less than	21,780 square feet.	
SECTION II — COMMEN	RCIAL (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, in Tracts 1 to 6, incl., & 41 to 46, incl.	ncl., Block 1 l., Block 12 UNIT No. 2	
	Tracts 1 to 6, incl., & 41 to 46 i		
	All of BLOCK 24	UNIT No. 4	
	Tracts 17 to 22 incl., & 23 to 26, in Tracts 10 to 24, incl., Block 19	ncl., Block 18 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		
	Tracts 12 to 33, incl., Block 13	UNIT No. 36	
1. These lots may be used for	commercial purposes which are reta	ail in nature or of service in nature.	
	blished, no Body Repair of automob	iles will be permitted except within confines of	of a building. No ex
3. Particular reference is direct	cted to Paragraph 6 under Section	V below.	
4. On referenced lots the build	ding set-back shall be as follows:		
a. No nearer front lot line			
b. No nearer rear lot line			
c. No nearer side line than			
	be stored in permanent container.	th Paragraphs 1 thru 5 above shall govern an	d he applicable
	V		ц ве аррисави.
		(or O-1): None as of November 1, 1962. ucted that shall exceed 200 feet in height ab-	ove ground level no
shall the ratio of any living unit area.	t containing kitchen and bath to gro	ound area exceed one living unit to each 500	square feet of ground
	ices, professional offices shall be del		
		al supplies, clinics, laboratories, hospitals, but	
counting, and advertising, engin	utacturers agents, tawyers, banks, mo seering, architects and other professing rooms, without sale of foods or		nations, insurance, ac
d. Private schools or profe		Aquius.	
		tain for permissive use under Paragraph 1 ab	ove.
		rmissive use under Paragraph 2 above.	
SECTION IV — MULTIP	PLE 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	ock 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		
	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	LINIT 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 November 1, 1962.

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, 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
 - 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.

- 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

111

By: MENNIAN/
Attorney in Fact

STATE OF NEW MEXICO

COUNTY OF LUNA

SS

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 Jublic

STATE OF NEW MEXICO County of Luna SS.

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

OCT 9 1964

and recorded in book 47 of Aceda

page 146 - 8

County Clerk

Armen 9. Mangales Deputy

Reception No. 05419

4

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

	35417
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)	to the section of the
Multiple Dwelling (or R-2)	
Professional—Apartment (or O-1)	
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 description hey apply:
SECTION I HEAVY COMMERCIAL (or C-2): Block	s 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 cases, 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
 - 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 \mathbf{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, 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 November 1, 1962.

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
- 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, 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.

- 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, (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 <u>Luna County</u>, 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 may 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 entity or property owners' association (if any). Excepting certain subsurface mineral rights of record, but without right to surface entry.

	re) have hereunto set my ham, day of 2003.			
Print Name of Grantor				
Signature of Grantor	Congreterne,	·		
State of New Jersey				
)ss	ACKNOWLEDGMENT			
County of Ocean				
On this 25th D	ay of April, 2003, before me	, the undersign	ed Nathay	
Public, personally appea	red <u>GARY SERIND</u>			
acknowledge the same to	dividual(s) who executed the his (her) (their) free ac	e foregoing ins	trumott #1	1
Notary Public WC		t and deed. <		*/
			_	7
Notary Public LUCA	NICOLE FERRARO	C and deed.	STATE OF NEW MEXICO	
Notary Public LUCA	NICOLE I FERRARO HOTARY TUBLIC OF MEMBERSEY		County of Luna	
Notary Public LUCA	NICOLE III FERRARO HOTARY PUBLIC OF LIEW JERSEY COMMISSION EXPRES 7/80/8006	c and deed.	STATE OF NEW MEXICO County of Lung I certify that this instrument was for record at Lung	ブル啊
Notary Public LUCA	NICOLE I FERRARO HOTARY TUBLIC OF MEMBERSEY	c and deed	I certify that this instrument was for record at 12.00	
Notary Public LUCA	NICOLE INFERRARO HOTARY WILL OF MEW JERSEY CONTRIGIO EXPLOS / 1070.6	c and deed.	certify that this instrument was	
Notary Public LUCA	NICOLE III FERRARO HOTARY PUBLIC OF LIEW JERSEY COMMISSION EXPRES 7/80/8006	c and deed	I certify that this instrument was for record at 12.003	
Notary Public LUCA	NICOLE INFERRARO HOTARY WILL OF MEW JERSEY CONTRIGIO EXPLOS / 1070.6	c and deed.	I certify that this instrument was for record at 12.00	
Notary Public LUCA	NICOLE INFERRARO HOTARY WILL OF MEW JERSEY CONTRIGIO EXPLOS / 1070.6	c and deed	I certify that this instrument was for record at 12.003	

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 M NIT 71, BLOCK 20, LOTS 9,10,11 AND 12 Witness my hand this 23rd day of September, 2003 ennie Mack Dennis Mack ACKNOWLEDGEMENT FOR NATURAL PERSONS STATE OF NEW MEXICO) ss. This instrument was acknowledged before me September 23, 2003, by Dennis Mack My commission expires: 10 - 04 - 03 MOTARY PUBLIC FOR RECORDERS USE ONLY COUNT STATE OF NEW MEXICO } ss. County of Luna I certify that this instrument was filed for record at $0:424 \cdot M$. DEC 1 5 2003

Reception No. 2003-07059

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, Town-ship 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, nor nearer the side street, than the property line.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 97 day of April, 1963.

TRIPLE S LAND CORPORATION

By Attorney-in-Fact

STATE OF NEW MEXICO)
COUNTY OF LUNA)

The foregoing instrument was acknowledged before me this day of April, 1963, by, Latt White, Attorney-in-Fact, of Triple S Land Corporation, Deming, New Mexico, an Illinois corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

My Commission Expires 10-26-66

APR 9 1963

Page 2 of 2 pages

and recorded in book 4/ of Alesda

page 263-4

County Clerk

Reception No. 184/2

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, Attorney-in 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 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 13th day of February, 1963.

TRIPLE S LAND CORPORATION

By: Attorney-io Fact

STATE OF NEW MEXICO COUNTY OF LUNA

នន

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

Notary Public

S. ATE OF NEW MEXICO (S.S.

I cortify that this instrument was filed for record at 10:34 P.M.

FEB 15 1963

John Lough County Clark

Carmen J. Hangaley Doputs

Record 110. 17694

481

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

On all plats of Deming Ranch- Single Family Dwelling (or R-1)	he use designation and restrictions will in the commercial (or C-1)	
		Heavy Commercial (or C-2)	****
Professional—Apartment (or O-1	· · · · · · · · · · · · · · · · · · ·	Parks & Public Grounds	
On all plats of Deming Ranche	ettes filed prior to November 1, 1962, u Covenants and the tracts to which the	se designation and restrictions were den	oted by legal description
SECTION I — HEAVY O	COMMERCIAL (or C-2): Blocks	8 & 9 — Unit No. 25 ' Block 3 — Uni	it No. 40
1. No improvement shall be p ing the property, or closer than build to the property line on in	25 feet to the rear line. No improver	o shall be closer than 60 feet to the Col ment shall be closer than 25 feet to a	umbus road or road from my other street, but ma
2. While said tracts may be us in height.	sed for residential purposes, no residence	ce or commercial type building shall ex	ceed one story or 14 fe
bowling alleys, plants in which	manufacturing may be accomplished sc	property shall be used shall be limited to long as the manufacturing constitutes office or clinic or normal retail outlet a	the assembly of parts pr
4. No junk yards will be perr	nitted, no outside storage of parts or p	products, and all trash shall be kept in	sanitary containers.
	vity shall be carried on nor shall anyth	ning be done thereon which may be or r	
6. No residence may be cons	structed upon an area of less than 21	1,780 square feet.	
SECTION II — COMME	RCIAL (or C-1)		
	Tracts 18 to 25, incl., Block 6,		1 to 1 to 1
	Tracts 18 to 27, incl., Block 1 Tracts 1 to 12, incl., & 35 to 46, inc	UNIT No. 1	
	Tracts 1 to 6, incl., & 41 to 46, incl.,	Block 12 UNIT No. 2	
	Tracts 1 to 6, incl., & 41 to 46 incl All of BLOCK 24	l., Block 1 UNIT No. 3 UNIT No. 4	
	Tracts 17 to 22 incl., & 23 to 26, incl Tracts 10 to 24, incl., Block 19	., Block 18 UNIT No. 5	
	Tracts 17 to 22, incl., Block 12 Tracts 19 to 24, incl., Blocks 7, 8, 9, 1		
	Tracts 8, 9 & 10, Block 8 and all of Block	ock 9 UNIT No. 24	
1 (7)	Tracts 12 to 33, incl., Block 13	UNIT No. 36	
	commercial purposes which are retail		
terior storage of parts or produ	olished, no Body Repair of automobiles acts is permitted.	will be permitted except within confin	ies of a building. No ex
3. Particular reference is direc	eted to Paragraph 6 under Section ${f V}$	below.	
4. On referenced lots the build	ing set-back shall be as follows:		
a. No nearer front lot line	than 50 feet.		
b. No nearer rear lot line			
c. No nearer side line than			
	pe 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.
	SIONAL — APARTMENT (or		
 No tract shall be subdivided, shall the ratio of any living unit area. 	nor shall any apartment be constructe containing kitchen and bath to ground	ed that shall exceed 200 feet in height d area exceed one living unit to each 5	above ground level, no 00 square feet of ground
2. If used for professional office	ces, professional offices shall be defined	d as:	
a. Doctors, dentists, veterina	rian with enclosed kennels, medical s	upplies, clinics, laboratories, hospitals, be	ut not retail drug stores
b. Real estate offices, manu counting, and advertising, engine	facturers agents, lawyers, banks, mortg ering, architects and other profession	tagee representatives, savings and loan as al services or offices.	ssociations, insurance, ac
	g rooms, without sale of foods or liqu	uids.	
	sional training institutions.		
3. Set-back lines for single-fa	imily dwelling or R-1 tracts obtain	for permissive use under Paragraph 1	above.
	l or C-1 tracts shall obtain for permis	sive use under Paragraph 2 above.	
SECTION IV — MULTIPI	LE 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	
	Fracts 1 to 14, incl., Block 2 Fracts 39 to 46, incl., Block 11 Fracts 7, 8, 39 and 40, Block 12 Fracts 13, 14, 33 and 34, Block 1		
•	Fracts 1 to 8, incl., Block 2 Fracts 7, 8, 39 and 40, Block 1	UNIT No. 2 UNIT No. 3	

Tracts 1 to 11, incl., Block 23

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 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

i. Lots may be used for single-family c'welling 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.

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 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 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 21.789 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 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.

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

By: Castrillane

Attorney-in-Fact

STATE OF NEW MEXICO

COUNTY OF LUNA

88

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.

My Commission Expires:

Oct 26, 1966

Notary Public

County of Luna SS.

I certify that this instrument was filed for record at 2:40P. M.

JAN 8 1953

page 26 % - County Clark

Reception No. 17/44

60. 807

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

11/44

On all plats of Deming Ranche	ettes filed after Novem	mber 1, 1962,	the use designation	on and restrictions will be show	vn as follows:
Single Family Dwelling (or R-1)			Commercial (or	C-1)	ייייייייייייייייייייייייייייייייייייי
Multiple Dwelling (or R-2)			Heavy Commerc	ial (or C-2)	
Professional—Apartment (or O-1			Parks & Public	Grounds	
On all plats of Deming Ranche Below are listed the Restrictive (ttes filed prior to Nove Covenants and the trace	ember 1, 1962, cts to which the	use designation a	nd restrictions were denoted by	legal descriptions
SECTION I — HEAVY C	OMMERCIAL (or C-2): Block	s 8 & 9 — Unit	No. 25 Block 3 — Unit No. 4	10
1. No improvement shall be pling the property, or closer than build to the property line on in	25 feet to the rear lin	ne. No improv	ich shall be closer vement shall be c	than 60 feet to the Columbus loser than 25 feet to any oth	road or road front er street, but may
2. While said tracts may be us in height.	sed for residential purp	poses, no reside	ence or commercia	al type building shall exceed or	ne story or 14 fee
3. The use for which any imbowling alleys, plants in which viously manufactured elsewhere, establishments.	manufacturing may be	accomplished	so long as the ma	be used shall be limited to service anufacturing constitutes the asset or normal retail outlet and ma	embly of parts pre-
4. No junk yards will be pern	nitted, no outside stora	age of parts of	r products, and al	l trash shall be kept in sanita	ry containers.
or nuisance to the neighborhood.				ereon which may be or may bee	come an annoyance
6. No residence may be cons	tructed upon an area	of less than	21,780 square fee	t.	
SECTION II — COMMEI					
	Tracts 18 to 25, incl. Tracts 18 to 27, incl.	, Block 6, ., Block 1		UNIT No. 1	
	Tracts 1 to 12, incl., Tracts 1 to 6, incl., &	& 35 to 46, i	ncl., Block 1	UNIT No. 2	
	Tracts 1 to 6, incl.,			UNIT No. 3	
	All of BLOCK 24			UNIT No. 4	
	Tracts 17 to 22 incl., Tracts 10 to 24, incl.	, Block 19	icl., Block 18	UNIT No. 5	
	Tracts 17 to 22, incl., Tracts 19 to 24, incl.,	,	, 10 & 11	UNIT No. 23	
	Tracts 8, 9 & 10, Bloc		Block 9	UNIT No. 24	
1 These lote may be used for	Tracts 12 to 33, incl.,		:1 :	UNIT No. 36	
 These lots may be used for No junk yards may be estable terior storage of parts or produced. 	blished, no Body Repai			service in nature. ted except within confines of a	a building. No ex-
3. Particular reference is direct	cted to Paragraph 6	under Section	V below.		
4. On referenced lots the build		as follows:			
a. No nearer front lot lineb. No nearer rear lot line					
c. No nearer side line than					
5. All trash, waste, etc., shall b	be stored in permanent	t container.			
6. All other convenants under	all other Sections not	at conflict wit	th Paragraphs 1 tl	nru 5 above shall govern and b	e applicable.
SECTION III — PROFES					
 No tract shall be subdivided shall the ratio of any living unit area. 	, nor shall any apartm containing kitchen an	ent be constru nd bath to gro	cted that shall ex und area exceed c	cceed 200 feet in height above one living unit to each 500 squ	ground level, nor are feet of ground
2. If used for professional office					
b. Real estate offices, manu	ifacturers agents, lawy	ers, banks, mo	rtgagee representa	laboratories, hospitals, but not tives, savings and loan associati	•
counting, and advertising, engine c. Private clubs for meeting				ffices.	
d. Private schools or profes					
3. Set-back lines for single-fa4. Set-back lines for Commercia					
			missive use under	raragraph 2 above.	
SECTION IV — MULTIP	Tracts 18 to 21, incl.,	(or R-2).			
	Tracts 22 to 27, incl., Tracts 16, 17, 26 and Tracts 1 to 17, incl., &	Block 5 I 27, Block 6 28 & 29, Bloc	ck 1	UNIT No. 1	
	Tracts 1 to 14, incl., Tracts 39 to 46, incl., Tracts 7, 8, 39 and 4 Tracts 13, 14, 33 and	, Block 11 0. Block 12		UNIT No. 2	
	Tracts 1 to 8, incl., 1 Tracts 7, 8, 39 and 40	Block 2		UNIT No. 3	

Tracts 1 to 11, incl., Block 23

UNIT No. 4

11144

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

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 1 above shall apply.

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 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.

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

Y: Casterstikus
Attorney-in-Fact

COUNTY OF LUNA

S

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 TRIPLES MAND 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, Tower-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 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:

Schober 26, 1966

Notary Public

STATE OF NEW MEXICO County of Luna SS.

I certify that this instrument was filed for record at /:/5// M.

MAR 3 1964

and recorded in book 44 of Aleda
page 348-50
County Clark

Reception No. 33372

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

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On all plats of Deming Ranche	ettes filed after Novem	ber 1, 1962,			
Single Family Dwelling (or R-1)		Commercial (or	C-1)	
Multiple Dwelling (or R-2)			Heavy Commerc	ial (or C-2)	#####
Professional—Apartment (or O-1)	/////,	Parks & Public	Grounds	Sales of the sales
	ettes filed prior to Nove	mber 1, 1962,	use designation at	nd restrictions were denoted by	legal descriptions
SECTION I — HEAVY C	OMMERCIAL (or C-2): Block	s 8 & 9 — Unit	No. 25 Block 3 — Unit No. 40	
1. No improvement shall be p ing the property, or closer than build to the property line on in	laced upon the subject 25 feet to the rear lin sterior lot or description	property, whi e. No impro- on lines.	ich shall be closer vement shall be c	than 60 feet to the Columbus reloser than 25 feet to any othe	pad or road front- r street, but may
2. While said tracts may be u in height.	sed for residential purp	oses, no resido	ence or commercia	I type building shall exceed one	e story or 14 feet
3. The use for which any imbowling alleys, plants in which viously manufactured elsewhere, establishments.	manufacturing may be	accomplished	so long as the ma	e used shall be limited to service anufacturing constitutes the asser or normal retail outlet and may	mbly of parts pre-
4. No junk yards will be perr	nitted, no outside stora	ge of parts o	r products, and al	l trash shall be kept in sanitary	y containers.
5. No noxious or offensive action nuisance to the neighborhood		nor shall an	ything be done the	ereon which may be or may become	ome an annoyance
6. No residence may be cons	structed upon an area	of less than	21,780 square fee	t.	
SECTION II — COMME	RCIAL (or C-1)				
	Tracts 18 to 25, incl. Tracts 18 to 27, incl.	, Block 6, , Block 1		UNIT No. 1	
	Tracts 1 to 12, incl., Tracts 1 to 6, incl., &	& 35 to 46, inc.	incl., Block 1	UNIT No. 2	
	Tracts 1 to 6, incl.,			UNIT No. 3	
	All of BLOCK 24		, 21	UNIT No. 4	
	Tracts 17 to 22 incl., Tracts 10 to 24, incl.	& 23 to 26, in Block 19	ncl., Block 18	UNIT No. 5	
	Tracts 17 to 22, incl., Tracts 19 to 24, incl.,	Block 12 Blocks 7, 8, 9	, 10 & 11	UNIT No. 23	
	Tracts 8, 9 & 10, Bloc	k 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 reta	ail in nature or of	service in nature.	
2. No junk yards may be esta terior storage of parts or prod	blished, no Body Repai ucts is permitted.	r of automobi	iles will be permit	ted except within confines of a	building. No ex-
3. Particular reference is dire		under Section	V below.		
4. On referenced lots the build	ding 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					
5. All trash, waste, etc., shall					
b. All other convenants under	all other Sections not	at conflict wi	th Paragraphs 1 tl	hru 5 above shall govern and be	· applicable.
SECTION III — PROFES	SSIONAL — APA	RTMENT	(or O-1): None as	of November 1, 1962.	
1. No tract shall be subdivided shall the ratio of any living uni- area.	l, nor shall any apartm t containing kitchen ar	ent be constru nd bath to gro	icted that shall ex ound area exceed o	sceed 200 feet in height above one living unit to each 500 squa	ground level, nor tre feet of ground
2. If used for professional off	ices, professional offices	s shall be def	ined as:		
a. Doctors, dentists, veterin	arian with enclosed ke	ennels, medica	al supplies, clinics,	laboratories, hospitals, but not	retail drug stores.
b. Real estate offices, man counting, and advertising, engine	ufacturers agents, lawy eering, architects and	ers, banks, mo other profess	ortgagee representa ional services or o	tives, savings and loan association ffices.	ons, insurance, ac-
c. Private clubs for meetir			liquids.		
d. Private schools or profe	•				
				use under Paragraph 1 above.	
4. Set-back lines for Commercial	ial or C-1 tracts shall	obtain for per	missive use under	Paragraph 2 above.	
SECTION IV — MULTIP	LE DWELLING	(or R -2).			
	Tracts 18 to 21, incl., Tracts 22 to 27, incl., Tracts 16, 17, 26 and Tracts 1 to 17, incl., &	Block 5		***************************************	
	Tracts 1 to 14, incl., &		CK 1	UNIT No. 1	
	Tracts 39 to 46, incl.	Block 11			

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

RESTRICTIVE COVENANTS IMPOSED

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 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 22nd day of August, 1963.

TRIPLE S LAND CORPORATION

BY: Casterways
Attorney-in-Fact

STATE OF NEW MEXICO) ss

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

Notary Public

STATE OF NEW MEXICO Solution S

AUG 22 1963

and recorded in book 4/2 of Alexander County Clerk

Reception No. 1991

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RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

On all plats of Deming Ranche					
Single Family Dwelling (or R-1))		Commercial (or	C-1)	
Multiple Dwelling (or R-2)			Heavy Commerc	ial (or C-2)	###
Professional—Apartment (or O-1)	//////	Parks & Public	Grounds	San
On all plats of Deming Ranche Below are listed the Restrictive (ttes filed prior to Nove	mber 1, 1962,	use designation as	nd restrictions were de	noted by legal descriptions.
SECTION I — HEAVY C					
1. No improvement shall be pling the property, or closer than build to the property line on in	25 feet to the rear lin	e. No impro	ich shall be closer vement shall be c	than 60 feet to the Co loser than 25 feet to	lumbus road or road front- any other street, but may
2. While said tracts may be us in height.	sed for residential purp	oses, no resid	ence or commercia	l type building shall e	xceed one story or 14 feet
3. The use for which any im bowling alleys, plants in which viously manufactured elsewhere, establishments.	manufacturing may be	accomplished	so long as the ma	anufacturing constitutes	the assembly of parts pre-
4. No junk yards will be pern	nitted, no outside stora	ge of parts o	r products, and al	l trash shall be kept i	n sanitary containers.
5. No noxious or offensive acti or nuisance to the neighborhood.		n nor shall an	ything be done the	reon which may be or	may become an annoyance
6. No residence may be cons	structed upon an area	of less than	21,780 square fee	t.	
SECTION II — COMME	RCIAL (or C-1)				
	Tracts 18 to 25, incl. Tracts 18 to 27, incl.	, Block 6, ., Block 1		UNIT No. 1	
	Tracts 1 to 12, incl., Tracts 1 to 6, incl., &	& 35 to 46, 41 to 46, inc	incl., Block 1 l., Block 12	UNIT No. 2	
	Tracts 1 to 6, incl.,	& 41 to 46 i	incl., Block 1	UNIT No. 3	
	All of BLOCK 24			UNIT No. 4	
	Tracts 17 to 22 incl., Tracts 10 to 24, incl.	, Block 19		UNIT No. 5	
	Tracts 17 to 22, incl., Tracts 19 to 24, incl.,	, Block 12 Blocks 7, 8, 9	, 10 & 11	UNIT No. 23	
	Tracts 8, 9 & 10, Bloc	k 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					
2. No junk yards may be esta terior storage of parts or prod	ucts is permitted.			ted except within conf	ines of a building. No ex-
3. Particular reference is dire			V below.		
4. On referenced lots the build		as tollows:			
a. No nearer front lot lineb. No nearer rear lot line					
c. No nearer side line than					
5. All trash, waste, etc., shall		t container.			
6. All other convenants under			ith Paragraphs 1 t	hru 5 above shall gove	rn and be applicable.
CECTION III DDODEC	ECIONAI ADA	DWMDNM	(() 1). None	of November 1, 1069	
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.					
					r above.
4. Set-back lines for Commercial or C-1 tracts shall obtain for permissive use under Paragraph 2 above.					
SECTION IV — MULTIF		(or R-2).			
	Tracts 18 to 21, incl., Tracts 22 to 27, incl., Tracts 16, 17, 26 and Tracts 1 to 17, incl., 8	, Block 5 d 27, Block 6	nck 1	UNIT No. 1	
	Tracts 1 to 14, incl., Tracts 39 to 46, incl. Tracts 7, 8, 39 and 4	Block 2 , Block 11 0, Block 12			
	Tracts 13, 14, 33 and	d 34, Block 1		UNIT No. 2	
	Tracts 1 to 8, incl., Tracts 7, 8, 39 and 4			UNIT No. 3	
	Turney 1 to 11 incl	D11. 00		LINIT No. 4	

Tracts 24 to 31, incl., Block 17
Tracts 15, 16, 27, 28, 29 and 30, Block 18
Tracts 9 and 25 Block 19

UNIT No. 5

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

UNIT No. 23

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

UNIT No. 24

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

UNIT No. 36

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

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 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 subc'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 not 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.

RESTRICTIVE COVENANTS IMPOSED

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, Attorney-in-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 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 3rd day of December, 1962.

TRIPLE S LAND CORPORATION

11

: Carrer

Attorney-in Pact

STATE OF NEW MEXICO

COUNTY OF LUNA

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.

My Commission Expires:

Notary Public

My Commission Expires 10-26-66

STATE OF NEW MEXICO County of Luna Ss.

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

DEC 3 1962

and recorded in book 1/0 of Deeds

Reception No. 1689

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

Single Family Dwelling (or R-1) Commercial (or C-1) Multiple Dwelling (or R-2) Professional—Apartment (or O-1) An all plats of Dening Ranchettes filed prior to November 1, 1962, use designation and restrictions were denoted by legal descriptions Below are lined the Restrictive Covenants and the tracts to which they apply a series of the Columbus road or road front in the property, or closer than 25 feet to the rear line. No improvement shall be placed upon the subject property, which shall be closer than 60 feet to the Columbus road or road front in 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 lor 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 fee in height. 3. The use for which any improvements upon the above described property shall be used shall be limited to service stations, garage bowlines alleys, plants in which manufacturing may be accomplished so long as the manufacturing constitutes the astembly of parts greatly all the state of the residential purposes are producted and may include wholeall 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 annoyano missince 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 Tracts 10 to 22, incl., & 25 to 26, incl., Block 12 Tracts 10 to 22, incl., & 25 to 26, incl., Block 12 Tracts 10 to 24, incl., Block 8 Tracts 10 to 22, incl., Block 8 Tracts 10 to 22, incl., Block 8 Tracts 10 to 24, incl., Block 8 Tracts 10 to 24, incl., Block 8 Tracts 10 to 24, incl., Block 8 Tra				
Multiple Dwelling (or R-2) Professional—Apartment (or O-1) Parks & Public Grounds On all plats of Deming Ranchetters filled 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 from the property, or closer than 25 feet to the rear line. No improvement shall be closer than 60 feet to the Columbus road or road from the property, or closer than 25 feet to the rear line. No improvement shall be closer than 60 feet to the Columbus road or road from 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 fee 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 ascomplished so long as the manufacturing constitutes the assembly of parts previously manufactured discharges, but a property of the property shall be used shall be limited to service stations, garages bowling alleys, plants in which manufacturing manufactured discharges, plants in which manufacturing manufactured discharges, plants in which manufacturing manufactured discharges are called to long as the manufacturing constitutes the assembly of parts previously manufactured discharges are called to long as the manufacturing constitutes the assembly of parts previously manufactured discharges are called to long as the manufacturing constitutes the assembly of parts previously manufactured discharges are called to long as the manufacturing constitutes the assembly of parts previously manufactured discharges are called to long as the manufacturing constitutes th				
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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				
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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 11, incl., Block 23

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

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

UNIT No. 23

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

UNIT No. 24

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

UNIT No. 36

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

SECTION V — SINGLE FAMILY DWELLING

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

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
- 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 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.

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.

RESTRICTIVE COVENANTS IMPOSED

12 031

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.
- 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 graund 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 mermitted 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 CORF

RESTRICTIVE COVENANTS IMPOSED

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. Masements 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.
- 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.

STATE OF NEW MEXICO SS.

I hereby certify that the within instrument in writing was filed for record in my office on the 11 day of Oct. A.D. 1961 at 9:341 M.

and recorded in Book 36 of Deeds Page 363-4

(R Heakes County Clerk

Deputy

Reception No. 12032

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 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.

TRIPLE S LAND CORP.

Notary Public

Assistant Secretary

By: // Will By: // Wi

STATE OF NEW MEXICO) ss

ATTEST:

of May, 1962, by <u>Martin Othin</u>, <u>Vice President</u> of TRIPLE S LAND CORPORATION, an Illinois corporation, authorized to do business in New Mexico, on behalf of said corporation.

My commission Expires:

10-6-63

STATE OF NEW MEXICO SS.

I certify that this instrument was filed for record at 9:154.M.

MAY 14 1962

and recorded in book 38 of Deeda

page 195-16

County Clerk

Reception No. 14625

Deming Ranchettes

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 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 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.

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.
- 17. Building set-back shall be 50 feet from front lot line, 25 feet from side street line and 30 feet from rear lot line.
- 18. All trash, waste, etc., shall be stored in permanent containers until removed.
- 19. All other covenants not at conflict with paragraphs 16 through 18 above shall govern and be applicable.

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

ATTEST:

BY: Lois Kenna Assistant Secretary TRIPLE S LAND CORPORATION

BY Vice President

STATE OF NEW MEXICO)

COUNTY OF BERNALILLO;

The foregoing instrument was acknowledged before me this

9th day of April, 1962, by martin atkin

SS

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

E. Larraine Brooks
Notary Public

STATE OF NEW MEXICO | 55.

County of Luna | 55.

I certify that this instrument was filed for record at /0:02/1 M.

APR 16 1962

page 95-100 County Cicri:

Company County Cicri:

Ranchettes 112 W. Pine

RESTRICTIVE COVENANTS IMPOSED

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

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:

- 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 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 2946 day of March, 1962.

BY: Assistant Secretary .

BY: Wice-President

STATE OF NEW NEXICO)

COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this

29th day of March, 1962, by Market Ather.

Vice President

The foregoing instrument was acknowledged before me this

29th day of March, 1962, by Market Ather.

Vice President

The foregoing instrument was acknowledged before me this

29th day of March, 1962, by Market Ather.

Vice President

The foregoing instrument was acknowledged before me this

29th day of March, 1962, by Market Ather.

Vice President

State OF NEW NEXICO)

The foregoing instrument was acknowledged before me this

29th day of March, 1962, by Market Ather.

Vice President

State OF NEW NEXICO)

Notary Tublic State Of New Mexico, on behalf of said comporation.

Notary Tublic State Of New Mexico, on behalf of said comporation.

Notary Tublic State Of New Mexico State Of New Mexico, on behalf of said comporation.

STATE OF NEW MEXICO | S3.

I certify that this instrument was filed for record at 4.16.6 M.

APR 3 1962

and recorded in book 38 of 12000 page 31-32 County Clerk

Reception No. 14108

rese where the are to run with the Band and ever ever see RESTRICTORS COMMINES

Upon Replat of Blocks Twelve (12), Thirteen (13), Twenty-Six (26) and Twenty-Seven (27), UNIT NO. 20, DÉMING 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, WNIT 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 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 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, except that guest houses or quarters for help may be detached and outbuildings required for housing of animals permitted.
- 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 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.
- 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.
- 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 18 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.

By: Low Trenna

Assistant Secretary

Motort

Vice President

STATE OF NEW MEXICO)

COUNTY OF Bernalle)

The foregoing instrument was acknowledged before me this 7H day of March, 1962, by Martin Othin, Vice President of TRIPLE S MAND CORPORATION, an Illinois corporation, authorized to do business in New Mexico, on behalf of said corporation.

My Comm. Expires October 6. 1963

E. Lorraine Brooks

Notary Public

STATE OF NEW MEXICO County of Luna SS.

I certify that this instrument was filed for record at 3:00 P. M.

MAR 15 1962

and recorded in book 37 of Weeds

page 433-4

C.S. Heather County Clerk

Reception/No. 13795

2 -

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 discussions. In the property line.

ATTEST.

TRIPLE S LAND CORPORATION

Lou Kenna

Assistant Secretary

Matu Att

Vice President

STATE OF NEW MEXICO

COUNTY OF LUNA

ss.

E. Lorraine Brooks

Notary Public

My Commission Expires:

120-61.63

Page 2 of 2 pages

STATE OF NEW MEXICO (SS.

certify that this instrument was filed for record at #105 P. M.

FEB 2.0 1962

and recorded in book 37 of Seeds

page 325-6

C. R. Krakes, County Clerk

Reception No. /3435

Neception No. 73433

RESTRICTIVE COVENANTS IMPOSED

15 809

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.
- 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 17th day of August, 1962

BY: Lois Kenna Assistant Secretary

ATTEST:

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 August, 1962, by martin atheir

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

MY COMMISSION EXPIRES:

10 -6 -63

E. Larraine Brooks Notary Public

STATE OF NEW MEXICO | S.S. | County of Luna | S.S. | Cortify that this instrument was filed for record at /140 P. M.

AUG 29 1962

and recorded in book 39 of South

page 163-4

County Clarif

County Clarif

County Clarif

Reception No. L. Ao 9

Lowing Branchettes

RESTRICTIVE COVENANTS IMPOSED

15964

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:

- 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 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.
- d. 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 toth day of September 1962.

ATTEST

TRIPLE S LAND CORP.

by. Our revoca

Assistant Secretary

Vice President

STATE OF NEW MEXICO)
COUNTY OF

SS

My Commission Expires:

Notary Public

E. Lourain Bucch

STATE OF NEW MEXICO | S.S.

County of Lune | S.S.

I certify that this instrument was filed for record at | S.S. M.

SEP 14 1962

page 23475

C.B. High County Clerk

Deputy

Reception No. 15-964

Bey 909

RESTRICTED COVENANTS IMPOSED

15 P10

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.
- 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 13th day of August, 1962.

ATTEST

TRIPLE S LAND CORPORATION

Assistant Secretary

Vice President

STATE OF NEW MEXICO COUNTY OF Bernalello

The foregoing instrument was acknowledged before me this 137h day of August, 1962, by august, martin athin of Triple S Land Corporation, Deming, New Mexico, an Illinois corporation, on behalf of said corporation.

My Commission Expires:

Lorraine Brook

Notary Public

STATE OF NEW MEXICO County of Luna I certify that this instrument was filed for record at 1:42 P. M.

AUG 29 1962

and recorded in book 39 of See de page 163=6 County Clerk County Clerk Deputy Reception No.

Dine Canthe to

RESTRICTIVE COVENANTS IMPOSED

15236

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 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 H day of June, 1962.

	ATTEST:	TRIPLE S LAND CORP.
By:	Lei terma	By: Martin Hom
	Assistant Secretary	Vice President

STATE OF NEW MEXICO SS

My Commission Expires:

10-6-63 E Lerraine
Notary Public

STATE OF NEW MEXICO

County of Luna S.

I certify that this instrument was filed for record at 11:06A. M.

JUL 6 1962

and recorded in book 38 of See Bo

page 426-7

County Clerk

Reception No. 15236

RESTRICTED COVENANTS IMPOSED

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 4th day of July, 1962.

ATTEST

TRIPLE S LAND CORPORATION

Assistant Secretary

Vice President

STATE OF NEW MEXICO
COUNTY OF Bernalillo

ss.

My Commission Expires:

E. Lerraine Brooks

Notary Public

10-6-63

STATE OF NEW MEXICO SS.

County of Luna SS.

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

JUL 1 2 1962

and recorded in book 3 p of Seeds

page 444-5

County Clerk

Deputy

Reception No. 15-2 P3

RESTRICTIVE COVENANTS IMPOSED

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 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.
- 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:	TRIPLE S LAND CORP.
BY: Lois terma	BY: Martin Alle
Assistant Secretary	Vice-President
STATE OF NEW MEXICO ;	SS
The foregoing	instrument was acknowledged before me this
17th day of July, 196	12, by Martin atkin
	of TRIPLE S LAND CORPORATION, an Illinois
corporation, authorized	to do business in New Mexico, on behalf of
said corporation.	
MY COMMISSION EXPIRES:	Mulvin Stales
	Notary Public
STATE OF NEW MEXICO / SS.	
certify that this instrument was filed for ecord at 10:00 A M.	

JUL 20 1962

and recorded in book 38 of Deade County Clerk Reception No. 1537/

RESTRICTIVE CONVENANTS IMPOSED

12599

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,	Block 1
Lots	1-17,	inclusive, and lots 27 to 42, Incl.	Block 2
Lots	1-41,	inclusive,	Block 3
Lots	1-42,	inclusive,	Block 4
Lots	1-21,	inclusive, & lots 28 to 42, Incl.	Block5
			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.

- 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.
- ll. 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 1
	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, inclusive,

Lots 18-25, inclusive,

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

Block 1

Block 1

- 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 1944 day of December, 1961.

Triple S Land Corp.

STATE OF NEW MEXICO SS. County of Luna I hereby certify that the within instrument in writing was filed for record in my office on the 21 day of Asc. A.D. 196, at 1:40P. M. and recorded in Book 37 of Aleeds Page 94-6 County Clerk Deputy

Reception No. 12599

12600

RESTRICTIVE COVENANTS IMPOSED

Upon blocks 1 to 24, inclusive, Unit No. 4, 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 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-stry 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 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 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:
 - s. 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 19th day of December, 1961.

By Rei Kenna
Secretary

By Vice-President

STATE OF NEW MEXICO
County of Luna
SS.

Liberphy certify that the within increase.

I hereby certify that the within instrument in writing was filed for record in my office on the 2/ day of <u>Occ.</u> A.D. 196/ at 1:42 P. M.

and recorded in Book 37 of Ands Page 92-8

C.R. Klugher County Clerk

Ruid Kerr Deputy

Reception No. 12600

Frein Blick

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 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 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.
- 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:

By: Sois Kenna

Assistant Secretary

TRIPLE S LAND CORP.

By: Vice President

STATE OF NEW MEXICO) ss

The foregoing instrument was acknowledged before me this ______ day of February, 1962, by martine atheir , Vice President of TRIPLE S LAND CORPORATION, an Illinois corporation, authorized to do business in New Mexico, on behalf of said corporation.

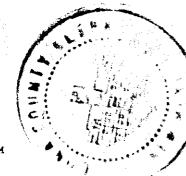
My Commission Expires Cet. 6, 1963

Notary Public

Deed Restrictions

AHP Project # 2006B0929

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 B Munoz and Meagan Luna, ("Owner"), is the owner of certain real property and improvements located at 6835 Amapola Rd. SE, Deming, New 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:

1. 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.
- 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.
- 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 County.

EXECUTED this 15 day of June, 2007

THE STATE OF NEW MEXICO COUNTY OF LUNA

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

By Frod B. Munoz + Meagaro Lyna

Signature-Notary Public, State

Notary Public, State of New Mexico

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

LUNA COUNTY-NM KAREN SMYER, CLERK 200703787 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

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

1

RESTRICTIVE COVENANTS IMPOSED

The undersigned, SELECT WESTERN LANDS INC., Carter W. Kirk, Attorney-in-Fact, being owner of Sections 5 and 6, T26S, R7W, N.M.P.M., the 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

- 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 21,789 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 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 minimum distance requirements from interior lot lines.

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

"SECTION VI"

- TRAILER UNITS

- 1. None of said land shall be subdivided, nor shall any trailer, mobile home or similar wheeled transportable dwelling unit be placed 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.
- 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.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal is ______day of August 1970.

SELECT WESTERN LANDS INC.

Carter . Kirk Attorney-in-Fact

STATE OF NEW MEXICO

County of Luna

On this ______ 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.

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.

AliG 2 6 1970

book 79 of Solde Kuna County Clerk

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

On all plats of Deming Ranche Single Family Dwelling (or R-1)	ttes filed after November 1, 1962,		n and restrictions will b	
Multiple Dwelling (or R-2)	11111	Heavy Commerci	ial (or C-2)	
Professional-Apartment (or O-1)	1////	Parks & Public (Grounds	ACCURE!
On all plats of Deming Ranche	ttes filed prior to November 1, 1962, Covenants and the tracts to which the	use designation an		
SECTION I — HEAVY C			No. 25 Block 3 Uni	
I. No improvement shall be ping the property, or closer than build to the property line on in	laced upon the subject property, whi 25 feet to the rear line. No impro- terior lot or description lines.	ich shall be closer i vement shall be cl	than 60 feet to the Columbia over than 25 feet to as	imbus road or road front- ny other street, but may
2. While said tracts may be us in height.	sed for residential purposes, no reside	ence or commercial	l type building shall exc	reed one story or 14 feet
bowling alleys, plants in which	provements upon the above describ- manufacturing may be accomplished bars or cales, or any professional ty	so long as the ma	inulacturing constitutes t	the assembly of parts pre-
4. No junk yards will be perm	nitted, no outside storage of parts o	r products, and all	i trash shall be kept in	sanitary containers.
5. No noxious or offensive acti or nuisance to the neighborhood	ivity shall be carried on nor shall an	ything be done the	reon which may be or n	nay become an annoyance
	structed upon an area of less than	21,780 square feet	.	
SECTION II - COMME	RCIAL (or C-1)			
	Tracts 18 to 25, incl., Block 6,		UNIT No. 1	
•	Tracts 18 to 27, incl., Block 1 Tracts 1 to 12, incl., & 35 to 46,	incl., Block 1	ONII MG. I	
	Tracts 1 to 6, incl., & 41 to 46, inc	i., Block 12	UNIT No. 2	
•	Tracts 1 to 6, incl., & 41 to 46	incl., Block 1	UNIT No. 3 UNIT No. 4	
	All of BLOCK 24 Tracts 17 to 22 incl., & 23 to 26, i Tracts 10 to 24, incl., Block 19	nci., Block 18	UNIT No. 5	
	Tracts 17 to 22, incl., Block 12			
	Tracts 19 to 24, incl., Blocks 7, 8, 5		UNIT No. 23 UNIT No. 24	
	Tracts 8, 9 & 10, Block 8 and all of Tracts 12 to 33, incl., Block 13	Diock 9	UNIT No. 36	
1. These lots may be used for	r commercial purposes which are ret	ail in nature or of		
· · · · · · · · · · · · · · · · · · ·	blished, no Body Repair of automob			nes of a building. No en-
terior storage of parts or prod		37 Auto		
	ected to Paragraph 6 under Section ding set-back shall be as follows:	v below.		
a. No nearer front lot line	-			
b. No nearer rear lot line				
c. No nearer side line than				
5. All trash, waste, etc., shall	be stored in permanent container.			
6. All other convenants under	all other Sections not at conflict w	ith Paragraphs 1 t	hru 5 above shall govern	n and be applicable.
SECTION III - PROFE	SSIONAL - APARTMENT	(or O-1): None as	of November 1, 1962.	
	d, nor shall any apartment be constr it containing kitchen and bath to gr			
	fices, professional offices shall be de	fined as:		
•	narian with enclosed kennels, medic		laboratories, hospitals,	but not retail drug stores.
	nulacturers agents, lawyers, banks, m neering, architects and other profes			associations, insurance, ac-
c. Private clubs for meeti	ing rooms, without sale of foods or	liquids.		
d. Private schools or prof	essional training institutions.			
	-family dwelling or R-1 tracts of	•	7.3.	1 above.
4. Set-back lines for Commercial	cial or C-1 tracts shall obtain for pe	ermissive use under	Paragraph 2 above.	
SECTION IV — MULTI	PLE 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, Bl	5 lock 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, 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 November 1, 1962.

- 1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
- 2. No lot thall 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 oh 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 lence 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-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 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.

RESTRICTIVE COVENANTS IMPOSED

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 herewith 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:

TRACTS 14 to 27, incl., BLOCK 1; TRACTS 12 to 17, incl., TRACTS 21 and 22, TRACTS 26 to 30, incl., BLOCK 2; 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 21 to 15, incl., TRACTS 22 to 29, incl., BLOCK 4; TRACTS 1 to 7, incl., and TRACTS 27 to 40, incl., BLOCK 5; TRACTS 2 to 7, incl., TRACTS 14 to 28, incl., BLOCK 5; TRACTS 2 to 7, incl., TRACTS 14 to 18, incl., TRACTS 21 to 28, incl., BLOCK 5; TRACTS 1 to 40, incl., and TRACTS 37 to 40, incl., BLOCK 5; TRACTS 2 to 7, incl., TRACTS 14 to 18, incl., TRACTS 21 to 28, incl., BLOCK 5; TRACTS 1 to 4, incl., and TRACTS 37 to 39, incl., BLOCK 24, UNIT 2; TRACTS 1 to 34, incl., and TRACTS 37 to 39, incl., BLOCK 24, UNIT 2; TRACTS 1 to 34, incl., and TRACTS 23 to 25, incl., and TRACTS 27 to 32, incl., BLOCK 2; TRACTS 8 to 12, incl., TRACTS 15 to 21, incl., and TRACTS 27 to 37, incl., BLOCK 3; TRACTS 4 to 8, incl., TRACTS 11 to 16 incl., TRACTS 18 to 28, incl., and TRACTS 33 and 34, in BLOCK 6; TRACTS 15 to 30, incl., and TRACTS 33 and 34, in BLOCK 6; TRACTS 15 to 30, incl., and TRACTS 33 and 34, in BLOCK 6; TRACTS 15 to 30, incl., and TRACTS 33 and 34, in BLOCK 6; TRACTS 15 to 30, incl., TRACTS 10 and 11, and TRACTS 32 to 44, incl., BLOCK 7; TRACTS 15 to 7, incl., TRACTS 10, incl., BLOCK 11; TRACTS 8 to 17, incl., BLOCK 6; TRACTS 13 to 16, incl., TRACTS 20 to 38, incl., BLOCK 10; TRACTS 5 to 14, incl., TRACTS 10, incl., BLOCK 11; TRACTS 6 to 17, incl., and TRACTS 32 to 42, incl., BLOCK 12, UNIT 5; TRACTS 4 to 8, incl., TRACTS 38 to 41, incl., and TRACTS 32 to 42, incl., BLOCK 12, UNIT 5; TRACTS 4 to 8, incl., and TRACTS 32 to 43, incl., BLOCK 12; TRACTS 15 to 28, incl., BLOCK 11; TRACTS 15 to 31, incl., TRACTS 10 to 18, incl., TRACTS 10 to 18, incl., BLOCK 12; TRACTS 15 to 28, incl., BLOCK 11; TRACTS 15 to 31, incl., BLOCK 12; TRACTS 15 to 44, incl., BLOCK 12; TRACTS 15 to 44, incl., BLOCK 13; TRACTS 26 to 39, incl., BLOCK 11; TRACTS 30 to 38, incl., BLOCK 16; TRACTS 10 to 18, incl., TRACTS 20 to 39

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. ...

STATE OF NEW MEXICO)			• 1		
County of Luna) I certify that this July 26 , 1971 and recorded	instrument	was :	filed for	record at_	1:30 P.M. 208-10
Ten fruit , County Clerk Class	Schull	D	eputy - Re	ception 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.
 - 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:

Tracts 1, 2, 3, 38, 39 and 40, Block 1, Unit 2; and Block 25, Unit 11, and 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.

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.

		<i>t</i>						
IN	WITNESS	WHEREOF,	the	undersigned	has hereunder	set 1	s hand	and seal
this	21st	day	of	July	, 1971.			10000
				S	SELECT WESTERN	LANDS	INC.	* 1
						Ų	754	
				By:_	Carteria	XUL	/	Stanton S
					Attorney	-In-Fac	it :	
STATE	E OF NEW	MEXICO)			. ,			AND RAPE

STATE OF NEW MEXICO)

County of Luna)

On this 21st 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.

My Commission Expires: 6/14/73

Novary Public

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RESTRICTIVE COVENANTS IMPOSED

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

IN WITNESS WHEREOF, the undersigned has hereunder set its hand and seal this 3/4 day of August, 1971.

SELECT WESTERN LANDS INC.

acknowing

Ву:

Attorney-in-Fact

STATE OF NEW MEXICO

LAND.

3.38 3.37

County of Luna

35

On this 3/67 day of August, 1971, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April, 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at Page 565, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June, 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

Notary Public

6/14/73

My Commission Expires:

STATE OF NEW MEXICO SS.

County of Luna

1 certify that this instrument was filed for record at 9.55 A.M.

AUG 3 1 1971

and recorded in book 83 of Audis

page 83-5

County Clerk

Deputy

Reception No. 672/5

SWL

RESTRICTIVE COVENANTS IMPOSED

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.

this <u>lst</u> day of <u>November</u>	, 1971
SE	ELECT WESTERN LANDS INC.
By:	Carterway
#####################################	Attorney in-Fact
STATE OF NEW MEXICO)) ss.	
County of Luna)	[] 그는 시민들으로 하는 것 되었다는 제품
power of attorney executed by the Pre SELECT WESTERN LANDS INC., a New Mexi 10th day of April, 1965, and recorded Luna County, New Mexico, on the 26th of-Attorney Record, at Page 565, and	co Corporation bearing the date of the in the Office of the County Clerk of day of May, 1965, in Book Two, Power-in the Office of the County Clerk of
person who executed the foregoing ins of SELECT WESTERN LANDS INC., a corpoexecuted the same as Attorney-in-Fact	st day of June, 1965, in Book 162, he said CARTER W. KIRK, being the same strument as Attorney-in-Fact in behalf bration, and acknowledged that he in behalf of said Corporation.
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County Clerk
Doputy