

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 height and a private garage for not more than two cars.
3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. Basements 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 24 to 31, inclusive, in Block Numbered 17; Lots 15, 16, 27, 28, 29, 30 in Block Numbered 18; Lots 9 and 25 in Block Numbered 19.

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

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

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

18. These lots may be used for commercial purposes which are retail in nature or of service in nature.
19. No junk yards may be established. No Body Repair of automobiles will be permitted except within confines of a building. No exterior storage of parts or products is permitted.
20. Particular reference is directed to paragraph 6 above.
21. On referenced lots the building set-back shall be as follows:
  - A. No nearer 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.

TRIPLE S LAND CORP.

By

*Martin Atan*  
Vice-President

ATTEST

By

*Louanna*

Secretary

RESTRICTIVE COVENANTS IMPOSED

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 22<sup>nd</sup> day of September, 1969.

SELECT WESTERN LANDS INC.

*Carter W. Kirk*

Carter W. Kirk  
Attorney-in-Fact

STATE OF NEW MEXICO )  
County of Luna ) ss

On this 22<sup>nd</sup> 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*  
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 3:58 P.M.

SEP 22 1969

and recorded in book 76 of Deeds  
Pages 215-17  
Dorothy J. Anderson County Clerk  
Blayne Robinson Deputy  
reception No. 57271

*S. W. Lande*

**RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES**

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

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

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

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

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

**SECTION II — COMMERCIAL (or C-1)**

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

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

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

1. No tract shall be subdivided, nor shall any apartment be constructed that shall exceed 200 feet in height above ground level, nor shall the ratio of any living unit containing kitchen and bath to ground area exceed one living unit to each 500 square feet of ground area.
2. If used for professional offices, professional offices shall be defined as:
  - a. Doctors, dentists, veterinarian with enclosed kennels, medical supplies, clinics, laboratories, hospitals, but not retail drug stores.
  - b. Real estate offices, manufacturers agents, lawyers, banks, mortgagee representatives, savings and loan associations, insurance, accounting, and advertising, engineering, architects and other professional services or offices.
  - c. Private clubs for meeting rooms, without sale of foods or liquids.
  - d. Private schools or professional training institutions.
3. Set-back lines for single-family dwelling or R-1 tracts obtain for permissaive use under Paragraph 1 above.
4. Set-back lines for Commercial or C-1 tracts shall obtain for permissaive 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 31, 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.

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 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 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 24th day of September, 1969.

SELECT WESTERN LANDS INC.



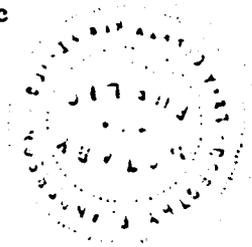
*Carter W. Kirk*  
Carter W. Kirk  
Attorney-in-Fact

STATE OF NEW MEXICO )  
County of Luna ) ss

On this 24th 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*  
Notary Public

My Commission Expires: 6/14/73



STATE OF NEW MEXICO )  
County of Luna ) ss.

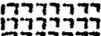
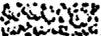
I certify that this instrument was filed for record at 1:45 P. M.

SEP 24 1969

and recorded in book 76 of Deeds,  
pages 240-2  
Ruth G. King County Clerk  
Madge H. Johnson Deputy  
Reception No. 57309

**RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES**

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

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

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

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

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

**SECTION II — COMMERCIAL (or C-1)**

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

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

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

1. No tract shall be subdivided, nor shall any apartment be constructed that shall exceed 200 feet in height above ground level, nor shall the ratio of any living unit containing kitchen and bath to ground area exceed one living unit to each 500 square feet of ground area.
2. If used for professional offices, professional offices shall be defined as:
  - a. Doctors, dentists, veterinarian with enclosed kennels, medical supplies, clinics, laboratories, hospitals, but not retail drug stores.
  - b. Real estate offices, manufacturers agents, lawyers, banks, mortgagee representatives, savings and loan associations, insurance, accounting, and advertising, engineering, architects and other professional services or offices.
  - c. Private clubs for meeting rooms, without sale of foods or liquida.
  - 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 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.



RESTRICTIVE COVENANTS IMPOSED

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

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

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 22nd day of September, 1969.

SELECT WESTERN LANDS INC.

Carter W. Kirk  
Attorney-in-Fact



STATE OF NEW MEXICO )  
County of Luna ) ss

On this 22nd 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.

Ernie J. Anderson  
Notary Public



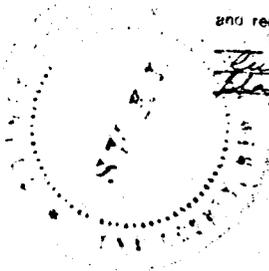
My Commission Expires: 6/14/73

STATE OF NEW MEXICO )  
County of Luna ) ss.

I certify that this instrument was filed for record at 3:50 P. M.

SEP 22 1969

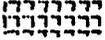
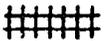
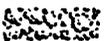
and recorded in book 76 of Books  
Pages 218-22  
Carter W. Kirk County Clerk  
Ernie J. Anderson Deputy  
reception No. 57272



S. W. Lands

**RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES**

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

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

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

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

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

**SECTION II — COMMERCIAL (or C-1)**

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

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

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

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

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

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

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

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

#### SECTION V — SINGLE FAMILY DWELLING

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

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

#### SECTION VI — TRAILER UNITS

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

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

The following apply to all of the above:

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

RESTRICTIVE COVENANTS IMPOSED

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 13<sup>th</sup> day of February 1970.

SELECT WESTERN LANDS INC.

*Carter W. Kirk*

Carter W. Kirk  
Attorney-in-Fact



STATE OF NEW MEXICO )  
County of Luna ) ss

On this 13<sup>th</sup> 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.

*Charles W. Anderson*  
Notary Public

My Commission Expires: 6/14/73



STATE OF NEW MEXICO }  
County of Luna } ss.

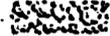
I certify that this instrument was filed for record at 11:10 P. M.

FEB 16 1970

and recorded in book 77 of blenda  
page 284-6  
*Barbara Anita* County Clerk  
Deputy  
Reception No. 59392

**RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES**

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

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

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

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

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

**SECTION II — COMMERCIAL (or C-1)**

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

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

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

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

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

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

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

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

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

#### SECTION V — SINGLE FAMILY DWELLING

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

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

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.

3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.

4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, 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.

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. Invalidity 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 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 15th day of February, 1970.

SELECT WESTERN LANDS INC.

*Carter W. Kirk*  
Carter W. Kirk  
Attorney-in-Fact

STATE OF NEW MEXICO )  
County of Luna ) ss

On this 15th 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.

*Dorothy S. Anderson*  
Notary Public

My Commission Expires: 6/14/73

STATE OF NEW MEXICO } ss.  
County of Luna }

I certify that this instrument was filed for record at 1:18 P.M.

FEB 16 1970

and recorded in book 77 of Muda  
page 222-3  
Bill A. Berg County Clerk  
B. A. Berg Deputy  
Reception No. 59393

**RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES**

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

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

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

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

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

**SECTION II — COMMERCIAL (or C-1)**

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

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

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

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

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

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



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

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

**SECTION V — SINGLE FAMILY DWELLING** (or R-1) which comprises all tracts filed prior to November 1, 1962, NOT listed above, and as designated on all plats filed after November 1, 1962.

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

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

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

The following apply to all of the above:

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



**RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES**

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

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

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

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

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

**SECTION II — COMMERCIAL (or C-1)**

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

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

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

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

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

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

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

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#### 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.

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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.

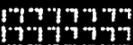
The following apply to all of the above:

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.



**RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES**

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

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

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

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

1. No improvement shall be placed upon the subject property, which shall be closer than 60 feet to the Columbus road or road fronting the property, or closer than 25 feet to the rear line. No improvement shall be closer than 25 feet to any other street, but may build to the property line on interior lot or description lines.
2. While said tracts may be used for residential purposes, no residence or commercial type building shall exceed one story or 14 feet in height.
3. The use for which any improvements upon the above described property shall be used shall be limited to service stations, garages, bowling alleys, plants in which manufacturing may be accomplished so long as the manufacturing constitutes the assembly of parts previously manufactured elsewhere, bars or cafes, or any professional type office or clinic or normal retail outlet and may include wholesale establishments.
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**SECTION II — COMMERCIAL (or C-1)**

Tracts 18 to 25, incl., Block 6, Tracts 18 to 27, incl., Block 1	UNIT No. 1
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#### The following apply to all of the above:

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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.





**RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES**

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

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

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

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

1. No improvement shall be placed upon the subject property, which shall be closer than 60 feet to the Columbus road or road fronting the property, or closer than 25 feet to the rear line. No improvement shall be closer than 25 feet to any other street, but may build to the property line on interior lot or description lines.

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

3. The use for which any improvements upon the above described property shall be used shall be limited to service stations, garages, bowling alleys, plants in which manufacturing may be accomplished so long as the manufacturing constitutes the assembly of parts previously manufactured elsewhere, bars or cafes, or any professional type office or clinic or normal retail outlet and may include wholesale establishments.

4. No junk yards will be permitted, no outside storage of parts or products, and all trash shall be kept in sanitary containers.

5. No noxious or offensive activity shall be carried on nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No residence may be constructed upon an area of less than 21,780 square feet.

**SECTION II — COMMERCIAL (or C-1)**

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

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

2. No junk yards may be established, no Body Repair of automobiles will be permitted except within confines of a building. No exterior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under Section V below.

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

- a. No nearer front lot line than 50 feet.
- b. No nearer rear lot line than 30 feet.
- c. No nearer side line than 25 feet.

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

6. All other covenants under all other Sections not at conflict with Paragraphs 1 thru 5 above shall govern and be applicable.

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

1. No tract shall be subdivided, nor shall any apartment be constructed that shall exceed 200 feet in height above ground level, nor shall the ratio of any living unit containing kitchen and bath to ground area exceed one living unit to each 500 square feet of ground area.

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

- a. Doctors, dentists, veterinarian with enclosed kennels, medical supplies, clinics, laboratories, hospitals, but not retail drug stores.
- b. Real estate offices, manufacturers agents, lawyers, banks, mortgagee representatives, savings and loan associations, insurance, accounting, and advertising, engineering, architects and other professional services or offices.
- c. Private clubs for meeting rooms, without sale of foods or liquids.
- d. Private schools or professional training institutions.

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

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

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

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

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

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

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

#### SECTION V — SINGLE FAMILY DWELLING

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

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

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.

3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.

4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, caves, steps and open porches shall not be considered as a part of any building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

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

6. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence nor shall any privy be permitted, except during construction. All construction shall be completed within six months from the date of commencement.

8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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

10. No fence or wall except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer the front street than the front setback line.

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

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

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

1. None of said land shall be subdivided, nor shall any trailer, mobile home or similar wheeled transportable dwelling unit be placed on any lot having an area of less than 21,780 square feet.

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

3. No trailer, mobile home or similar wheeled transportable dwelling unit shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line.

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

5. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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

7. Owner shall be permitted to erect a covered, screened, or glassed patio which shall not exceed the square footage of the trailer or 240 square feet, whichever is larger.

8. An outside storage room or space will be permitted on each tract, but not to exceed 8 feet in height nor 80 square feet in area, and must be of painted block or block-stucco construction.

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

The following apply to all of the above:

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then lot owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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

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

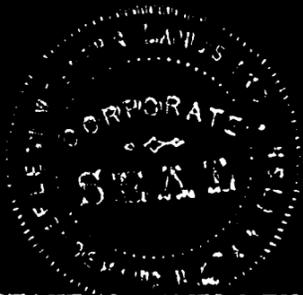
RESTRICTIVE COVENANTS IMPOSED

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 6<sup>th</sup> day of March, 1967.

SELECT WESTERN LANDS INC.



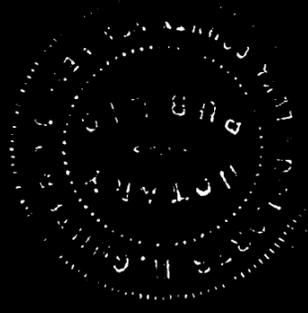
By: Carter W. Kirk  
Attorney-in-Fact

STATE OF NEW MEXICO )  
                                  ) ss  
COUNTY OF LUNA         )

On this 6<sup>th</sup> 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  
Notary Public

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



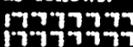
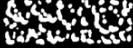
STATE OF NEW MEXICO }  
County of Luna         } ss.  
I certify that this instrument was filed for record at 2:15 P.M.

MAR 8 1967

and recorded in book 69 of Deeds  
pages 343-44  
Spide A. King County Clerk  
Clara Schultz Deputy  
Reception No. 43508

**RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES**

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

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

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

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

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

**SECTION II — COMMERCIAL (or C-1)**

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

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

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

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

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

Tracts 18 to 21, incl., Block 2 Tracts 22 to 27, incl., Block 5 Tracts 16, 17, 26 and 27, Block 6 Tracts 1 to 17, incl., & 28 & 29, Block 1	UNIT No. 1
Tracts 1 to 14, incl., Block 2 Tracts 39 to 46, incl., Block 11 Tracts 7, 8, 39 and 40, Block 12 Tracts 13, 14, 33 and 34, Block 1	UNIT No. 2
Tracts 1 to 8, incl., Block 2 Tracts 7, 8, 39 and 40, Block 1	UNIT No. 3
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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 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.
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7. Owner shall be permitted to erect a covered, screened, or glassed patio which shall not exceed the square footage of the trailer or 240 square feet, whichever is larger.
8. An outside storage room or space will be permitted on each tract, but not to exceed 8 feet in height nor 80 square feet in area, and must be of painted block or block-stucco construction.
9. No more than one trailer may be used as a residence on any one tract.

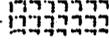
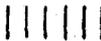
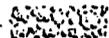
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10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically 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.



RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

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

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

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

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

1. No improvement shall be placed upon the subject property, which shall be closer than 60 feet to the Columbus road or road fronting the property, or closer than 25 feet to the rear line. No improvement shall be closer than 25 feet to any other street, but may build to the property line on interior lot or description lines.
2. While said tracts may be used for residential purposes, no residence or commercial type building shall exceed one story or 14 feet in height.
3. The use for which any improvements upon the above described property shall be used shall be limited to service stations, garages, bowling alleys, plants in which manufacturing may be accomplished so long as the manufacturing constitutes the assembly of parts previously manufactured elsewhere, bars or cafes, or any professional type office or clinic or normal retail outlet and may include wholesale establishments.
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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.
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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.
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1. Lots may be used for single-family dwelling or multiple family dwelling, except that no more than a three family unit containing no less than 500 square foot around area per family unit excluding porches and garages may be erected or constructed on any lot.

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

#### SECTION V — SINGLE FAMILY DWELLING

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

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.





**RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES**

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

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

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

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

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

**SECTION II — COMMERCIAL** (or C-1)

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

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

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

1. No tract shall be subdivided, nor shall any apartment be constructed that shall exceed 200 feet in height above ground level, nor shall the ratio of any living unit containing kitchen and bath to ground area exceed one living unit to each 500 square feet of ground area.
2. If used for professional offices, professional offices shall be defined as:
  - a. Doctors, dentists, veterinarian with enclosed kennels, medical supplies, clinics, laboratories, hospitals, but not retail drug stores.
  - b. Real estate offices, manufacturers agents, lawyers, banks, mortgage 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 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.

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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.



RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

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

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

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

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

1. No improvement shall be placed upon the subject property, which shall be closer than 60 feet to the Columbus road or road fronting the property, or closer than 25 feet to the rear line. No improvement shall be closer than 25 feet to any other street, but may build to the property line on interior lot or description lines.
2. While said tracts may be used for residential purposes, no residence or commercial type building shall exceed one story or 14 feet in height.
3. The use for which any improvements upon the above described property shall be used shall be limited to service stations, garages, bowling alleys, plants in which manufacturing may be accomplished so long as the manufacturing constitutes the assembly of parts previously manufactured elsewhere, bars or cafes, or any professional type office or clinic or normal retail outlet and may include wholesale establishments.
4. No junk yards will be permitted, no outside storage of parts or products, and all trash shall be kept in sanitary containers.
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3. Particular reference is directed to Paragraph 6 under Section V below.
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  - b. Real estate offices, manufacturers agents, lawyers, banks, mortgage 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.
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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.
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#### The following apply to all of the above:

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

RESTRICTIVE COVENANTS IMPOSED

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.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 13<sup>th</sup> day of May, 1968.

SELECT WESTERN LANDS INC.



Carter W. Kirk  
Carter W. Kirk  
Attorney-in-Fact

STATE OF NEW MEXICO )  
                                  ) ss  
COUNTY OF LUNA            )

On this 13<sup>th</sup> 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.

Lorah J. Anderson  
Notary Public

My Commission Expires: 6/17/69



STATE OF NEW MEXICO }  
County of Luna        ) ss.

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

MAY 13 1968

and recorded in book 22 of Deeds  
page 494-6  
Willie A. King County Clerk  
Norma Palmer Deputy  
Reception No. 49838



**RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES**

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Single Family Dwelling (or R-1) .....		Commercial (or C-1) .....	
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On all plats of Deming Ranchettes filed prior to November 1, 1962, use designation and restrictions were denoted by legal descriptions. Below are listed the Restrictive Covenants and the tracts to which they apply:

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

1. No improvement shall be placed upon the subject property, which shall be closer than 60 feet to the Columbus road or road fronting the property, or closer than 25 feet to the rear line. No improvement shall be closer than 25 feet to any other street, but may build to the property line on interior lot or description lines.
2. While said tracts may be used for residential purposes, no residence or commercial type building shall exceed one story or 14 feet in height.
3. The use for which any improvements upon the above described property shall be used shall be limited to service stations, garages, bowling alleys, plants in which manufacturing may be accomplished so long as the manufacturing constitutes the assembly of parts previously manufactured elsewhere, bars or cafes, or any professional type office or clinic or normal retail outlet and may include wholesale establishments.
4. No junk yards will be permitted, no outside storage of parts or products, and all trash shall be kept in sanitary containers.
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Tracts 1 to 6, incl., & 41 to 46 incl., Block 1	UNIT No. 3
All of BLOCK 24	UNIT No. 4
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6. All other covenants under all other Sections not at conflict with Paragraphs 1 thru 5 above shall govern and be applicable.

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

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

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

Tracts 18 to 21, incl., Block 2 Tracts 22 to 27, incl., Block 5 Tracts 16, 17, 26 and 27, Block 6 Tracts 1 to 17, incl., & 28 & 29, Block 1	UNIT No. 1
Tracts 1 to 14, incl., Block 2 Tracts 39 to 46, incl., Block 11 Tracts 7, 8, 39 and 40, Block 12 Tracts 13, 14, 33 and 34, Block 1	UNIT No. 2
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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.
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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 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 16<sup>th</sup> day of August 1968.

SELECT WESTERN LANDS INC.



By: Carter W. Kirk  
Carter W. Kirk  
Attorney-in-Fact

STATE OF NEW MEXICO )  
                                  ) ss  
COUNTY OF Luna         )

On this 16<sup>th</sup> 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: 6/12/69

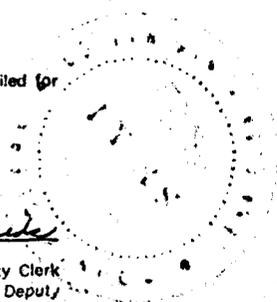


STATE OF NEW MEXICO }  
County of Luna         } ss.

I certify that this instrument was filed for record at 1:15 P. M.

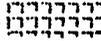
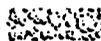
AUG 19 1968

and recorded in book 73 of Deeds  
page 534-6  
Ruth B. King County Clerk  
Shirley M. Anderson Deputy  
Reception No. 51147



RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

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

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

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

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

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

SECTION II — COMMERCIAL (or C-1)

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

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

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

1. No tract shall be subdivided, nor shall any apartment be constructed that shall exceed 200 feet in height above ground level, nor shall the ratio of any living unit containing kitchen and bath to ground area exceed one living unit to each 500 square feet of ground area.
2. If used for professional offices, professional offices shall be defined as:
  - a. Doctors, dentists, veterinarian with enclosed kennels, medical supplies, clinics, laboratories, hospitals, but not retail drug stores.
  - b. Real estate offices, manufacturers agents, lawyers, banks, mortgage 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).

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Tracts 1 to 11, incl., Block 23	UNIT No. 4

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

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

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

#### SECTION V — SINGLE FAMILY DWELLING

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

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

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.

3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.

4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, caves, steps and open porches shall not be considered as a part of any building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

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

6. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence nor shall any privy be permitted, except during construction. All construction shall be completed within six months from the date of commencement.

8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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

10. No fence or wall except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer the front street than the front setback line.

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

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

#### SECTION VI — TRAILER UNITS

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

1. None of said land shall be subdivided, nor shall any trailer, mobile home or similar wheeled transportable dwelling unit be placed on any lot having an area of less than 21,780 square feet.

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

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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.

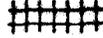
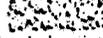
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Professional—Apartment (or O-1) .....		Parks & Public Grounds .....	

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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.
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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 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.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 17th day of February, 1969.

SELECT WESTERN LANDS INC.

By: Carter W. Kirk  
Attorney-in-Fact



STATE OF NEW MEXICO )  
County of Luna ) ss

On this 17th 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 ~~241x24x24x24x24~~ 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.

Lorothy J. Anderson  
Notary Public

My Commission Expires: 6/14/69



STATE OF NEW MEXICO }  
County of Luna } ss.

I certify that this instrument was filed for record at 1:15 P.M.

FEB 17 1969

and recorded in book 74 of Books  
page 75-2-4  
Ruth A. King County Clerk  
Janice Richardson Deputy  
Reception No. 53725





**RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES**

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

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

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

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

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

**SECTION II — COMMERCIAL (or C-1)**

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

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

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

1. No tract shall be subdivided, nor shall any apartment be constructed that shall exceed 200 feet in height above ground level, nor shall the ratio of any living unit containing kitchen and bath to ground area exceed one living unit to each 500 square feet of ground area.
2. If used for professional offices, professional offices shall be defined as:
  - a. Doctors, dentists, veterinarian with enclosed kennels, medical supplies, clinics, laboratories, hospitals, but not retail drug stores.
  - b. Real estate offices, manufacturers agents, lawyers, banks, mortgage 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	
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Tracts 9 and 25, Block 19	UNIT No. 5
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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.
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6. No structure of a temporary character, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence nor shall any privy be permitted.
7. Owner shall be permitted to erect a covered, screened, or glassed patio which shall not exceed the square footage of the trailer or 240 square feet, whichever is larger.
8. An outside storage room or space will be permitted on each tract, but not to exceed 6 feet in height nor 80 square feet in area, and must be of painted block or block-stucco construction.
9. No more than one trailer may be used as a residence on any one tract.

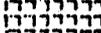
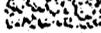
The following apply to all of the above:

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-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.



**RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES**

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

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

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

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

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

**SECTION II — COMMERCIAL (or C-1)**

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1. These lots may be used for commercial purposes which are retail in nature or of service in nature.
2. No junk yards may be established, no Body Repair of automobiles will be permitted except within confines of a building. No exterior storage of parts or products is permitted.
3. Particular reference is directed to Paragraph 6 under Section V below.
4. On referenced lots the building set-back shall be as follows:
  - a. No nearer front lot line than 50 feet.
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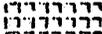
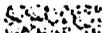
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#### SECTION V — SINGLE FAMILY DWELLING

(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.

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 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 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.

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

21st day of July, 1971.



SELECT WESTERN LANDS INC.

By: Carter W. Kirk

Attorney-in-Fact

STATE OF NEW MEXICO )  
 ) ss  
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.

*Dorothy J. Anderson*  
Notary Public

My Commission Expires:

6/14/73



STATE OF NEW MEXICO }  
County of Luna } ss.

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

JUL 26 1971

and recorded in book 82 of Deeds  
page 205-6  
*Jean Schulte* County Clerk  
*Jean Schulte* Deputy  
Reception No. 66224

RESTRICTIVE COVENANTS IMPOSED

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 16<sup>th</sup> day of July, 1971.

SELECT WESTERN LANDS INC.

*Carter W. Kirk*  
 \_\_\_\_\_  
 Carter W. Kirk  
 Attorney-in-Fact

STATE OF NEW MEXICO )  
 ) ss  
 County of Luna )

On this 16<sup>th</sup> 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.

*Stanley J. Anderson*  
 \_\_\_\_\_  
 Notary Public

My Commission Expires: 6/14/73

STATE OF NEW MEXICO }  
 County of Luna } ss.

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

JUL 16 1971

and recorded in book 82 of Acade  
 page 575-7  
 \_\_\_\_\_ County Clerk  
 \_\_\_\_\_ Deputy  
 Reception No. 66518

*112*  
*10/7/72*

**RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES**

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

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

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

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

- No improvement shall be placed upon the subject property, which shall be closer than 60 feet to the Columbus road or road fronting the property, or closer than 25 feet to the rear line. No improvement shall be closer than 25 feet to any other street, but may build to the property line on interior lot or description lines.
- While said tracts may be used for residential purposes, no residence or commercial type building shall exceed one story or 14 feet in height.
- 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.
- No junk yards will be permitted, no outside storage of parts or products, and all trash shall be kept in sanitary containers.
- 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.
- 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 15	UNIT No. 36

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

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

- 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.
- If used for professional offices, professional offices shall be defined as:
  - Doctors, dentists, veterinarian with enclosed kennels, medical supplies, clinics, laboratories, hospitals, but not retail drug stores.
  - 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.
  - Private clubs for meeting rooms, without sale of foods or liquids.
  - Private schools or professional training institutions.
- Set-back lines for single-family dwelling or R-1 tracts obtain for permissive use under Paragraph 1 above.
- Set-back lines for Commercial or C-1 tracts shall obtain for permissive use under Paragraph 2 above.

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

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

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

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

#### SECTION V — SINGLE FAMILY DWELLING

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

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

#### SECTION VI — TRAILER UNITS

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

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

The following apply to all of the above:

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

RESTRICTIVE COVENANTS IMPOSED

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 16<sup>th</sup> day of July, 1971.

SELECT WESTERN LANDS INC.

*Carter W. Kirk*  
 \_\_\_\_\_  
 Carter W. Kirk  
 Attorney-in-Fact



STATE OF NEW MEXICO )  
 ) ss  
 County of Luna )

On this 16<sup>th</sup> 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.

*Dorothy J. Anderson*  
 \_\_\_\_\_  
 Notary Public



My Commission Expires: 6/14/73

STATE OF NEW MEXICO )  
 County of Luna )

I certify that this instrument was filed for record at 9:50 A.M.  
July 16, 1971 and recorded in book 82 of Deeds page 582-4  
 Tean. Offutt, County Clerk Ruth A. King, Deputy - Reception No. 46507

**RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES**

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

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

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

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

1. No improvement shall be placed upon the subject property, which shall be closer than 60 feet to the Columbus road or road fronting the property, or closer than 25 feet to the rear line. No improvement shall be closer than 25 feet to any other street, but may build to the property line on interior lot or description lines.

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

3. The use for which any improvements upon the above described property shall be used shall be limited to service stations, garages, bowling alleys, plants in which manufacturing may be accomplished so long as the manufacturing constitutes the assembly of parts previously manufactured elsewhere, bars or cafes, or any professional type office or clinic or normal retail outlet and may include wholesale establishments.

4. No junk yards will be permitted, no outside storage of parts or products, and all trash shall be kept in sanitary containers.

5. No noxious or offensive activity shall be carried on nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No residence may be constructed upon an area of less than 21,780 square feet.

**SECTION II — COMMERCIAL** (or C-1)

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

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

2. No junk yards may be established, no Body Repair of automobiles will be permitted except within confines of a building. No exterior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under Section V below.

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

- a. No nearer front lot line than 50 feet.
- b. No nearer rear lot line than 30 feet.
- c. No nearer side line than 25 feet.

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

6. All other covenants under all other Sections not at conflict with Paragraphs 1 thru 5 above shall govern and be applicable.

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

1. No tract shall be subdivided, nor shall any apartment be constructed that shall exceed 200 feet in height above ground level, nor shall the ratio of any living unit containing kitchen and bath to ground area exceed one living unit to each 300 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 25 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.

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 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 21st day of July 1970.

SELECT WESTERN LANDS INC.



Carter W. Kirk  
Carter W. Kirk  
Attorney-in-Fact

STATE OF NEW MEXICO )  
County of Luna ) ss

On this 31st 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.

Lorahy J. Anderson  
Notary Public

My Commission Expires 6/14/73



STATE OF NEW MEXICO )  
County of Luna ) ss.  
I certify that this instrument was filed for record at 1:20 P.M.  
AUG 3 1970  
and recorded in book 78 of Deeds  
page 5760-62  
Paul A. Pina County Clerk  
Clara Schulte Deputy  
Reception No. 61336

**RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES**

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

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

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

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

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

**SECTION II — COMMERCIAL (or C-1)**

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

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

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

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

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

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

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

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

#### SECTION V — SINGLE FAMILY DWELLING

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

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

#### SECTION VI — TRAILER UNITS

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

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

The following apply to all of the above:

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

RESTRICTIVE COVENANTS IMPOSED

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

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

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 31st day of July, 1970.

SELECT WESTERN LANDS INC.



*Carter W. Kirk*

Carter W. Kirk  
Attorney-in-Fact

STATE OF NEW MEXICO )  
                                  ) ss  
County of Luna         )

On this 31st 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.

*Norothy J. Anderson*  
Notary Public

My Commission Expires: 6/14/73

STATE OF NEW MEXICO }  
County of Luna         } ss.

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

AUG 3 1970

and recorded in book 78 of Acade  
page 3757-57  
Paul G. King County Clerk  
Oliver Schmitt Deputy  
Reception No. 61335



**RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES**

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

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

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

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

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

**SECTION II — COMMERCIAL (or C-1)**

Tracts 18 to 25, incl., Block 6, Tracts 18 to 27, incl., Block 1	UNIT No. 1
Tracts 1 to 12, incl., & 35 to 46, incl., Block 1 Tracts 1 to 6, incl., & 41 to 46, incl., Block 12	UNIT No. 2
Tracts 1 to 6, incl., & 41 to 46 incl., Block 1	UNIT No. 3
All of BLOCK 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 Section V below.
4. On referenced lots the building set-back shall be as follows:
  - a. No nearer front lot line than 50 feet.
  - b. No nearer rear lot line than 30 feet.
  - c. No nearer side line than 25 feet.
5. All trash, waste, etc., shall be stored in permanent container.
6. All other covenants under all other Sections not at conflict with Paragraphs 1 thru 5 above shall govern and be applicable.

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

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

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

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

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

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

#### SECTION V — SINGLE FAMILY DWELLING

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

1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.
4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, 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.
- 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 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 25<sup>th</sup> day of March 1970.

SELECT WESTERN LANDS INC.



*Carter W. Kirk*

Carter W. Kirk  
Attorney-in-Fact

STATE OF NEW MEXICO )  
County of Luna )

On this 25<sup>th</sup> day of March 1970, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT 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: 6/14/73



STATE OF NEW MEXICO )  
County of Luna ) ss.

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

MAR 30 1970

and recorded in book 77 of Deeds  
page 284-289  
Birch County Clerk  
Barbara Deputy  
Reception No. 59932

**RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES**

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

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

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

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

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

**SECTION II — COMMERCIAL (or C-1)**

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

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

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

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

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

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



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

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 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 29th day of May, 1967.

SELECT WESTERN LANDS INC.

By: Carter W. Kirk  
Attorney-in-Fact

STATE OF NEW MEXICO )  
                                  ) ss  
COUNTY OF LUNA )

On this 29th 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.

Dorothy J. Anderson  
Notary Public

My Commission Expires: 6/14/69

STATE OF NEW MEXICO }  
County of Luna } ss.

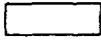
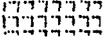
I certify that this instrument was filed for record at 1:00 P. M.

MAY 29 1967

and recorded in book 71 of Deeds  
page 580-82  
Paul R. Young County Clerk  
Clara Schultz Deputy  
Reception No. 44677

**RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES**

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

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

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

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

1. No improvement shall be placed upon the subject property, which shall be closer than 60 feet to the Columbus road or road fronting the property, or closer than 25 feet to the rear line. No improvement shall be closer than 25 feet to any other street, but may build to the property line on interior lot or description lines.

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

3. The use for which any improvements upon the above described property shall be used shall be limited to service stations, garages, bowling alleys, plants in which manufacturing may be accomplished so long as the manufacturing constitutes the assembly of parts previously manufactured elsewhere, bars or cafes, or any professional type office or clinic or normal retail outlet and may include wholesale establishments.

4. No junk yards will be permitted, no outside storage of parts or products, and all trash shall be kept in sanitary containers.

5. No noxious or offensive activity shall be carried on nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No residence may be constructed upon an area of less than 21,780 square feet.

**SECTION II — COMMERCIAL (or C-1)**

Tracts 18 to 25, incl. Block 6. Tracts 18 to 27, incl. Block 1	UNIT No. 1
Tracts 1 to 12, incl. & 35 to 46, incl. Block 1 Tracts 1 to 6, incl. & 41 to 46, incl. Block 12	UNIT No. 2
Tracts 1 to 6, incl. & 41 to 46 incl. Block 1	UNIT No. 3
All of BLOCK 24	UNIT No. 4
Tracts 17 to 22 incl. & 23 to 26, incl. Block 18 Tracts 19 to 21, incl. Block 19	UNIT No. 5
Tracts 17 to 22, incl. Block 12 Tracts 19 to 21, incl. Blocks 7, 8, 9, 10 & 11	UNIT No. 23
Tracts 8, 9 & 10, Block 8 and all of Block 9	UNIT No. 24
Tracts 12 to 33, incl. Block 13	UNIT No. 36

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

2. No junk yards may be established, no Body Repair of automobiles will be permitted except within confines of a building. No exterior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under Section V below.

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

- a. No nearer front lot line than 50 feet
- b. No nearer rear lot line than 50 feet.
- c. No nearer side line than 25 feet.

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

6. All other covenants under all other Sections not at conflict with Paragraphs 1 thru 5 above shall govern and be applicable.

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

1. No tract shall be subdivided, nor shall any apartment be constructed that shall exceed 200 feet in height above ground level, nor shall the ratio of any living unit containing kitchen and bath to ground area exceed one living unit to each 500 square feet of ground area.

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

- a. Doctors, dentists, veterinarian with enclosed kennels, medical supplies, clinics, laboratories, hospitals, but not retail drug stores.
- b. Real estate offices, manufacturers agents, lawyers, banks, mortgagee representatives, savings and loan associations, insurance, accounting, and advertising, engineering, architects and other professional services or offices.
- c. Private clubs for meeting rooms, without sale of foods or liquids.
- d. Private schools or professional training institutions.

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

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

**SECTION IV — MULTIPLE DWELLING (or R-2):**

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

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

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

#### SECTION V — SINGLE FAMILY DWELLING

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

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

#### SECTION VI — TRAILER UNITS

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

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

The following apply to all of the above:

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

RESTRICTIVE COVENANTS IMPOSED

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.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 2nd day of January, 1968.

SELECT WESTERN LANDS INC.

By: Carter W. Kirk

STATE OF NEW MEXICO }  
COUNTY OF LUNA } ss

On this 2nd day of January, 1968, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April, 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at Page 565, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June, 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

Colores H. Bunter  
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 3:05 P.M.

JAN 2 1968

and recorded in book 72 of Deeds  
page 5 168-70  
Ruth A. King County Clerk  
Carmen J. Gonzalez Deputy  
Reception No. 77411



Select Western Lands Inc.

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

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

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

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

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

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

**SECTION II — COMMERCIAL** (or C-1)

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

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

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

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

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

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

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

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

**SECTION V — SINGLE FAMILY DWELLING** (or R-1) which comprises all tracts filed prior to November 1, 1962, NOT listed above, and as designated on all plats filed after November 1, 1962.

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

**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.





RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES

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

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

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

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

1. No improvement shall be placed upon the subject property, which shall be closer than 60 feet to the Columbus road or road fronting the property, or closer than 25 feet to the rear line. No improvement shall be closer than 25 feet to any other street, but may build to the property line on interior lot or description lines.

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

3. The use for which any improvements upon the above described property shall be used shall be limited to service stations, garages, bowling alleys, plants in which manufacturing may be accomplished so long as the manufacturing constitutes the assembly of parts previously manufactured elsewhere, bars or cafes, or any professional type office or clinic or normal retail outlet and may include wholesale establishments.

4. No junk yards will be permitted, no outside storage of parts or products, and all trash shall be kept in sanitary containers.

5. No noxious or offensive activity shall be carried on nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No residence may be constructed upon an area of less than 21,780 square feet.

**SECTION II — COMMERCIAL** (or C-1)

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

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

2. No junk yards may be established, no Body Repair of automobiles will be permitted except within confines of a building. No exterior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under Section V below.

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

- a. No nearer front lot line than 50 feet.
- b. No nearer rear lot line than 30 feet.
- c. No nearer side line than 25 feet.

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

6. All other covenants under all other Sections not in 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, and shall the ratio of any living unit containing kitchen and bath to ground area exceed one living unit to each 500 square feet of ground area.

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

- a. Doctors, dentists, veterinarian with enclosed kennels, medical supplies, clinics, laboratories, hospitals, but not retail drug stores.
- b. Real estate offices, manufacturers agents, lawyers, banks, mortgagee representatives, savings and loan associations, insurance, accounting, and advertising, engineering, architects and other professional services or offices.
- c. Private clubs for meeting rooms, without sale of foods or liquids.
- d. Private schools or professional training institutions.

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

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

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

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

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

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

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

#### SECTION V — SINGLE FAMILY DWELLING

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

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

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.

3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.

4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, caves, steps and open porches shall not be considered as a part of any building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

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

6. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence nor shall any privy be permitted, except during construction. All construction shall be completed within six months from the date of commencement.

8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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

10. No fence or wall except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer the front street than the front setback line.

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

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

#### SECTION VI — TRAILER UNITS

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

1. None of said land shall be subdivided, nor shall any trailer, mobile home or similar wheeled transportable dwelling unit be placed on any lot having an area of less than 21,780 square feet.

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

3. No trailer, mobile home or similar wheeled transportable dwelling unit shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line.

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

5. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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

7. Owner shall be permitted to erect a covered, screened, or glassed patio which shall not exceed the square footage of the trailer or 240 square feet, whichever is larger.

8. An outside storage room or space will be permitted on each tract, but not to exceed 8 feet in height nor 80 square feet in area, and must be of painted block or block-stucco construction.

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

The following apply to all of the above:

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then lot owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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

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

RESTRICTIVE COVENANTS IMPOSED

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, Attorney-in-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 9<sup>th</sup> day of January, 1967.

SELECT WESTERN LANDS INC.



By: Carter W. Kirk  
Attorney-in-Fact

STATE OF NEW MEXICO )  
                                  ) ss  
COUNTY OF LUNA        )

On this 9<sup>th</sup> 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.

Dorothy Anderson  
Notary Public



My Commission Expires: 6/14/69

STATE OF NEW MEXICO }  
County of Luna        } ss.

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

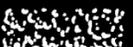
JAN 11 1967

and recorded in book 68 of Deeds  
page 378-80  
Ruth A. King County Clerk  
Oliver Schultz Deputy  
Reception No. 42547

T

**RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES**

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

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

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

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

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

**SECTION II — COMMERCIAL (or C-1)**

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

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

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

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

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

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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 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	
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Tracts 16 and 23, Block 12	
Tracts 18 and 25, of Blocks 7, 8, 9, 10 and 11	UNIT No. 23
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Tracts 11 and 34, Block 13	
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1. Lots may be used for single-family dwelling or multiple family dwelling, except that no more than a three family unit containing no less than 500 square foot around area per family unit excluding porches and garages may be erected or constructed on any lot.

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

#### SECTION V — SINGLE FAMILY DWELLING

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

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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.

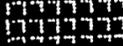
11. Enforcement shall be by proceeding at law or in equity against any person or persons violative or attempting to violate any covenant either to restrain violation or to recover damages.

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.



**RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES**

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

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

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

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

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

**SECTION II — COMMERCIAL** (or C-1)

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

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

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

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

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

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

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

UNIT No. 5

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

UNIT No. 23

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

UNIT No. 24

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

UNIT No. 36

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

### SECTION V — SINGLE FAMILY DWELLING

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

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

### SECTION VI — TRAILER UNITS

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

1. None of said land shall be subdivided, nor shall any trailer, mobile home or similar wheeled transportable dwelling unit be placed on any lot having an area of less than 21,780 square feet.
2. No tract shall be used except for residential purposes.
3. No trailer, mobile home or similar wheeled transportable dwelling unit shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line.
4. Easements for installation and maintenance of utilities will be limited to 10 feet.
5. No 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.
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 30 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:

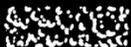
10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless 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.





**RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES**

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

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

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

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

1. No improvement shall be placed upon the subject property, which shall be closer than 60 feet to the Columbus road or road fronting the property, or closer than 25 feet to the rear line. No improvement shall be closer than 25 feet to any other street, but may build to the property line on interior lot or description lines.

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

3. The use for which any improvements upon the above described property shall be used shall be limited to service stations, garages, bowling alleys, plants in which manufacturing may be accomplished so long as the manufacturing constitutes the assembly of parts previously manufactured elsewhere, bars or cafes, or any professional type office or clinic or normal retail outlet and may include wholesale establishments.

4. No junk yards will be permitted, no outside storage of parts or products, and all trash shall be kept in sanitary containers.

5. No noxious or offensive activity shall be carried on nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No residence may be constructed upon an area of less than 21,780 square feet.

**SECTION II — COMMERCIAL** (or C-1)

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

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

2. No junk yards may be established, no Body Repair of automobiles will be permitted except within confines of a building. No exterior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under Section V below.

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

- a. No nearer front lot line than 50 feet.
- b. No nearer rear lot line than 30 feet.
- c. No nearer side line than 25 feet.

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

6. All other covenants under all other Sections not at conflict with Paragraphs 1 thru 5 above shall govern and be applicable.

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

1. No tract shall be subdivided, nor shall any apartment be constructed that shall exceed 200 feet in height above ground level, nor shall the ratio of any living unit containing kitchen and bath to ground area exceed one living unit to each 500 square feet of ground area.

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

- a. Doctors, dentists, veterinarian with enclosed kennels, medical supplies, clinics, laboratories, hospitals, but not retail drug stores.
- b. Real estate offices, manufacturers agents, lawyers, banks, mortgagee representatives, savings and loan associations, insurance, accounting, and advertising, engineering, architects and other professional services or offices.
- c. Private clubs for meeting rooms, without sale of foods or liquids.
- d. Private schools or professional training institutions.

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

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

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

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

Tracts 24 to 31, incl., Block 17 Tracts 15, 16, 27, 28, 29 and 30, Block 18 Tracts 9 and 25, Block 19	UNIT No. 5
Tracts 16 and 23, Block 12 Tracts 18 and 25, of Blocks 7, 8, 9, 10 and 11	UNIT No. 23
Tracts 7 and 11 to 18, incl., Block 8	UNIT No. 24
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1. Lots may be used for single-family dwelling or multiple family dwelling, except that no more than a three family unit containing no less than 500 square foot around area per family unit excluding porches and garages may be erected or constructed on any lot.
2. All other covenants recited below in SECTION V and not in conflict with Paragraph 1 above shall apply.

#### SECTION V — SINGLE FAMILY DWELLING

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

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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.

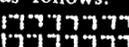
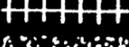
#### The following apply to all of the above:

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.



RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

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

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

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

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

1. No improvement shall be placed upon the subject property, which shall be closer than 60 feet to the Columbus road or road fronting the property, or closer than 25 feet to the rear line. No improvement shall be closer than 25 feet to any other street, but may build to the property line on interior lot or description lines.
2. While said tracts may be used for residential purposes, no residence or commercial type building shall exceed one story or 14 feet in height.
3. The use for which any improvements upon the above described property shall be used shall be limited to service stations, garages, bowling alleys, plants in which manufacturing may be accomplished so long as the manufacturing constitutes the assembly of parts previously manufactured elsewhere, bars or cafes, or any professional type office or clinic or normal retail outlet and may include wholesale establishments.
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Tracts 18 to 25, incl., Block 6, Tracts 18 to 27, incl., Block 1	UNIT No. 1
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1. These lots may be used for commercial purposes which are retail in nature or of service in nature.
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  - 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.
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7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence nor shall any privy be permitted, except during construction. All construction shall be completed within six months from the date of commencement.

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

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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-U): All tracts in Units numbered 6, 38 and 48.

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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.



**RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES**

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

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

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

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

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

**SECTION II — COMMERCIAL (or C-1)**

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

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

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

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

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

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



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

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

#### SECTION V — SINGLE FAMILY DWELLING

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

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

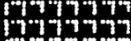
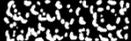
The following apply to all of the above:

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.



**RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES**

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

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

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

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

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

**SECTION II — COMMERCIAL** (or C-1)

Tracts 18 to 25, incl., Block 6, Tracts 18 to 27, incl., Block 1	UNIT No. 1
Tracts 1 to 12, incl., & 35 to 46, incl., Block 1 Tracts 1 to 6, incl., & 41 to 46, incl., Block 12	UNIT No. 2
Tracts 1 to 6, incl., & 41 to 46 incl., Block 1	UNIT No. 3
All of BLOCK 24	UNIT No. 4
Tracts 17 to 22 incl., & 23 to 26, incl., Block 18 Tracts 10 to 24, incl., Block 19	UNIT No. 5
Tracts 17 to 22, incl., Block 12 Tracts 19 to 24, incl., Blocks 7, 8, 9, 10 & 11	UNIT No. 23
Tracts 8, 9 & 10, Block 8 and all of Block 9	UNIT No. 24
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1. These lots may be used for commercial purposes which are retail in nature or of service in nature.
2. No junk yards may be established; no Body Repair of automobiles will be permitted except within confines of a building. No exterior storage of parts or products is permitted.
3. Particular reference is directed to Paragraph 6 under Section V below.
4. On referenced lots the building set-back shall be as follows:
  - a. No nearer front lot line than 50 feet.
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  - c. No nearer side line than 25 feet.
5. All trash, waste, etc., shall be stored in permanent container.
6. All other covenants under all other Sections not at conflict with Paragraphs 1 thru 5 above shall govern and be applicable.

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

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

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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 8, incl., Block 2 Tracts 7, 8, 39 and 40, Block 1	UNIT No. 3
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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.
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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.

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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.

RESTRICTED COVENANTS IMPOSED

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, 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.
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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 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<sup>th</sup> day of August, 1966.



SELECT WESTERN LANDS INC.

By Carter W. Kirk  
Attorney-in-Fact

STATE OF NEW MEXICO )  
                                  ) ss  
COUNTY OF LUNA        )

On this 5<sup>th</sup> 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.

[Signature]  
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 P. M.

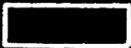
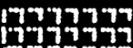
AUG 22 1966

and recorded in book 66 of Deeds  
pages 24-5  
Ruth A. King County Clerk  
Carmen J. Gonzalez Deputy  
Reception No. 40255



**RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES**

On all plats of Deming Ranchettes filed after November 1, 1962, the use designation and restrictions will be shown as follows: 40988

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

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

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

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

**SECTION II — COMMERCIAL (or C-1)**

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

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

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

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

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

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

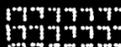
#### The following apply to all of the above:

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.



**RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES**

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

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

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

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

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

**SECTION II — COMMERCIAL (or C-1)**

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

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

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

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

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

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

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

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

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

#### SECTION V — SINGLE FAMILY DWELLING

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

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

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.

3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet.

4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, 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.

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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.

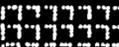
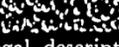
12. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.



3-9

## RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

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

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

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

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

1. No improvement shall be placed upon the subject property, which shall be closer than 60 feet to the Columbus road or road fronting the property, or closer than 25 feet to the rear line. No improvement shall be closer than 25 feet to any other street, but may build to the property line on interior lot or description lines.

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

3. The use for which any improvements upon the above described property shall be used shall be limited to service stations, garages, bowling alleys, plants in which manufacturing may be accomplished so long as the manufacturing constitutes the assembly of parts previously manufactured elsewhere, bars or cafes, or any professional type office or clinic or normal retail outlet and may include wholesale establishments.

4. No junk yards will be permitted, no outside storage of parts or products, and all trash shall be kept in sanitary containers.

5. No noxious or offensive activity shall be carried on nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No residence may be constructed upon an area of less than 21,780 square feet.

### SECTION II — COMMERCIAL (or C-1)

Tracts 18 to 25, incl., Block 6, Tracts 18 to 27, incl., Block 1	UNIT No. 1
Tracts 1 to 12, incl., & 35 to 46, incl., Block 1 Tracts 1 to 6, incl., & 41 to 46, incl., Block 12	UNIT No. 2
Tracts 1 to 6, incl., & 41 to 46 incl., Block 1	UNIT No. 3
All of BLOCK 24	UNIT No. 4
Tracts 17 to 22 incl., & 23 to 26, incl., Block 18 Tracts 10 to 24, incl., Block 19	UNIT No. 5
Tracts 17 to 22, incl., Block 12 Tracts 19 to 24, incl., Blocks 7, 8, 9, 10 & 11	UNIT No. 23
Tracts 8, 9 & 10, Block 8 and all of Block 9	UNIT No. 24
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1. These lots may be used for commercial purposes which are retail in nature or of service in nature.

2. No junk yards may be established, no Body Repair of automobiles will be permitted except within confines of a building. No exterior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under Section V below.

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

- a. No nearer front lot line than 50 feet.
- b. No nearer rear lot line than 30 feet.
- c. No nearer side line than 25 feet.

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

6. All other covenants under all other Sections not at conflict with Paragraphs 1 thru 5 above shall govern and be applicable.

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

1. No tract shall be subdivided, nor shall any apartment be constructed that shall exceed 200 feet in height above ground level, nor shall the ratio of any living unit containing kitchen and bath to ground area exceed one living unit to each 500 square feet of ground area.

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

- a. Doctors, dentists, veterinarian with enclosed kennels, medical supplies, clinics, laboratories, hospitals, but not retail drug stores.
- b. Real estate offices, manufacturers agents, lawyers, banks, mortgagee representatives, savings and loan associations, insurance, accounting, and advertising, engineering, architects and other professional services or offices.
- c. Private clubs for meeting rooms, without sale of foods or liquids.
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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).

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

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

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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.

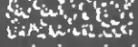




RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

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

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Professional—Apartment (or O-1) .....		Parks & Public Grounds .....	

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

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

1. No improvement shall be placed upon the subject property, which shall be closer than 60 feet to the Columbus road or road fronting the property, or closer than 25 feet to the rear line. No improvement shall be closer than 25 feet to any other street, but may build to the property line on interior lot or description lines.
2. While said tracts may be used for residential purposes, no residence or commercial type building shall exceed one story or 14 feet in height.
3. The use for which any improvements upon the above described property shall be used shall be limited to service stations, garages, bowling alleys, plants in which manufacturing may be accomplished so long as the manufacturing constitutes the assembly of parts previously manufactured elsewhere, bars or cafes, or any professional type office or clinic or normal retail outlet and may include wholesale establishments.
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SECTION II — COMMERCIAL (or C-1)

Tracts 18 to 25, incl., Block 6, Tracts 18 to 27, incl., Block 1	UNIT No. 1
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Tracts 8, 9 & 10, Block 8 and all of Block 9	UNIT No. 24
Tracts 12 to 33, incl., Block 13	UNIT No. 36

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

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

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

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

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

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

UNIT No. 5

30286

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

UNIT No. 23

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

UNIT No. 24

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

UNIT No. 36

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

**SECTION V — SINGLE FAMILY DWELLING**

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

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.

512

RESTRICTIVE COVENANTS IMPOSED

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, 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 4th day of February, 1966.

SELECT WESTERN LANDS INC.



By: Carter W. Kirk  
Attorney-in-Fact

STATE OF NEW MEXICO )  
                                  ) ss  
COUNTY OF LUNA         )

On this 4th 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.

\_\_\_\_\_  
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 1:00 P. M.

FEB 4 1966

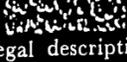
and recorded in book 61 of Seeds  
page 82-8  
Kathleen King County Clerk  
Almon G. Hovington Deputy  
Reception No. 36246

5-4-1

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

36246

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

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

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

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

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

SECTION II — COMMERCIAL (or C-1)

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

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

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

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

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

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

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

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

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

#### SECTION V — SINGLE FAMILY DWELLING

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

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

#### SECTION VI — TRAILER UNITS

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

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

The following apply to all of the above:

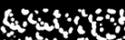
10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless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



**RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES**

35013

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

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

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

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

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

**SECTION II — COMMERCIAL (or C-1)**

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

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

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

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

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

Tracts 18 to 21, incl., Block 2 Tracts 22 to 27, incl., Block 5 Tracts 16, 17, 26 and 27, Block 6 Tracts 1 to 17, incl., & 28 & 29, Block 1	UNIT No. 1
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Tracts 16 and 23, Block 12 Tracts 18 and 25, of Blocks 7, 8, 9, 10 and 11	UNIT No. 23
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35013

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.

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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.

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

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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.

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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.

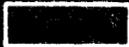
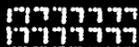
12. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.





**RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES**

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

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

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

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

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

**SECTION II — COMMERCIAL (or C-1)**

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

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

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

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

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

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

Tracts 24 to 31, incl. Block 17 Tracts 15, 16, 17, 20, 23 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.

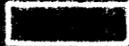
#### The following apply to all of the above:

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.



## RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

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

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

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

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

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

### SECTION II — COMMERCIAL (or C-1)

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

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

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

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

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

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

Tracts 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

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.

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 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 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 23rd day of September, 1964.

TRIPLE S LAND CORPORATION

BY: Carter W. Kirk  
Attorney-in-Fact

STATE OF NEW MEXICO )  
COUNTY OF LUNA ) ss

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

Jerry J. Neal  
Notary Public

STATE OF NEW MEXICO }  
County of Luna } ss.

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

SEP 24 1964

and recorded in book 47 of Deeds  
page 38-40  
Johann Strangbe County Clerk  
J. Kirk Kelly Deputy  
Reception No. 25216

Deming Ranchettes  
Box 917

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

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

Table with 4 rows: Single Family Dwelling (or R-1) with a box symbol, Commercial (or C-1) with a grid symbol, Multiple Dwelling (or R-2) with vertical lines symbol, Heavy Commercial (or C-2) with a grid symbol, Professional—Apartment (or O-1) with diagonal lines symbol, Parks & Public Grounds with a patterned symbol.

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

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

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

SECTION II — COMMERCIAL (or C-1)

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

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

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

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

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

Table listing tracts and units: 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

25216

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.

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

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

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

TRIPLE S LAND CORPORATION

By: Carter W. Kirk  
Attorney-in-Fact



STATE OF NEW MEXICO )  
                                  ) ss  
COUNTY OF LUNA         )

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

Henry Doran  
Notary Public



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 Seeds  
page 146-8  
John Hough County Clerk  
Carmen J. Hough Deputy  
Reception No. 25419

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

25419

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

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

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

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

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

SECTION II — COMMERCIAL (or C-1)

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

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

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

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

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

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

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

75419

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 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.

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, I (we) Gary Serino, do hereby convey unto:

James Mark Assad  
21135 Gladiolos Way  
Lake Forest, CA 92630

All right, title and interest in that certain property situated in Luna County, State of New Mexico, 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.

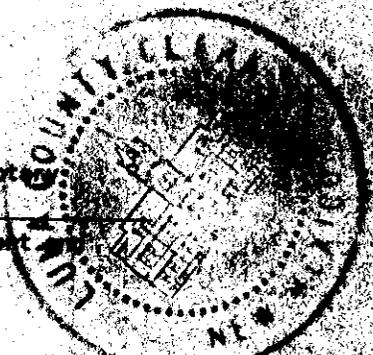
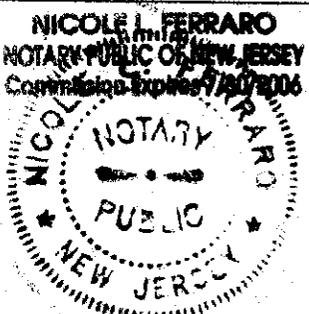
In Witness Whereof, I (we) have hereunto set my hands and seal this 25<sup>th</sup> day of 2003.

Print Name of Grantor GARY SERINO  
Signature of Grantor [Signature]

State of New Jersey )  
County of Ocean )ss

**ACKNOWLEDGMENT**

On this 25<sup>th</sup> Day of April, 2003, before me, the undersigned Notary Public, personally appeared GARY SERINO Known to me to be the individual(s) who executed the foregoing instrument and acknowledge the same to be his (her) (their) free act and deed.  
Notary Public Nicole J. Ferraro  
My Commission Expires: \_\_\_\_\_



STATE OF NEW MEXICO  
County of Luna  
I certify that this instrument was filed for record at 12:06 P.M.

MAY - 2 2003

Reception No. 2003-02510  
Notary Public [Signature]

# 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, TRAVERSE CITY, MI 49686

the following described real estate in Deming Ranchettes, Luna County, New Mexico:

UNIT 71, BLOCK 20, LOTS 9, 10, 11 AND 12

with warranty covenants.

Witness my hand this 23rd day of September, 2003

Dennis Mack

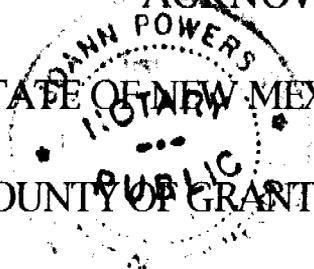
Dennis Mack

## ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO )

) SS.

COUNTY OF GRANT )



This instrument was acknowledged before me September 23, 2003, by Dennis Mack

My commission expires: 10-04-03

Joann Powers  
NOTARY PUBLIC

FOR RECORDERS USE ONLY

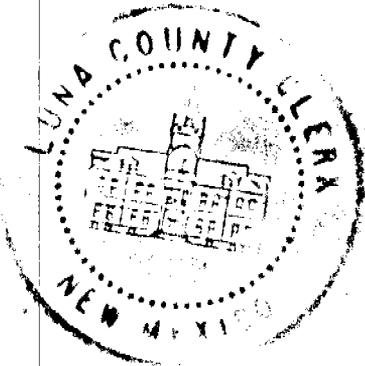
STATE OF NEW MEXICO } SS.  
County of Luna

I certify that this instrument was filed  
for record at 10:42A M.

DEC 15 2003

Reception No. 2003-07059

Natalie Pacheco County Clerk  
Deputy



263

184/2

RESTRICTED COVENANTS IMPOSED

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

The undersigned, Triple S Land Corporation, Carter W. Kirk, Attorney-in-Fact, being the owners of a tract of land located in Section 26, Township 24 South, Range 8 West, N.M.P.M., in Luna County, New Mexico hereby declares the following Restrictive Covenants shall apply to that portion of said real estate as hereinbefore described:

1. None of said land shall be subdivided, nor shall any trailer, mobile home or similar wheeled transportable dwelling unit be placed on any lot having an area of less than 21,780 square feet.
2. No tract shall be used except for residential purposes.
3. No trailer, mobile home or similar wheeled transportable dwelling unit shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line.
4. Easements for installation and maintenance of utilities will be limited to 10 feet.
5. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
6. No structure of a temporary character, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence nor shall any privy be permitted.
7. Owner shall be permitted to erect a covered, screened, or glassed patio which shall not exceed the square footage of the trailer or 240 square feet, whichever is larger.
8. An outside storage room or space will be permitted on each tract, but not to exceed 8 feet in height nor 80 square feet in area, and must be of painted block or block-stucco construction.
9. No more than one trailer may be used as a residence on any one tract.
10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then lot owners of the lots has been 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 9<sup>TH</sup> day of April, 1963.

TRIPLE S LAND CORPORATION

By *Carter W Kirk*  
Attorney-in-Fact

STATE OF NEW MEXICO )  
COUNTY OF LUNA ) SS

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of April, 1963, by, *Carter W Kirk*, Attorney-in-Fact, of Triple S Land Corporation, Deming, New Mexico, an Illinois corporation, on behalf of said corporation.

*Gene Mraz*  
Notary Public

My Commission Expires:

My Commission Expires 10-26-66

STATE OF NEW MEXICO }  
County of Luna } SS.

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

APR 9 1963

Page 2 of 2 pages

and recorded in book 41 of *Sueda*  
page 263-4  
*Robert Fraugh* County Clerk  
*Keith A. Lajoie* Deputy  
Reception No. 18712



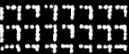
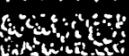




17694

### RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

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

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

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

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

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

#### SECTION II — COMMERCIAL (or C-1)

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

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

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

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

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

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

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

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

#### SECTION V — SINGLE FAMILY DWELLING

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

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

RESTRICTIVE COVENANTS IMPOSED

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: Carter W. Kirk  
Attorney-in-Fact

STATE OF NEW MEXICO )  
                                  ) ss  
COUNTY OF LUNA         )

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: John J. Meaf  
Notary Public   
Oct 26, 1966

STATE OF NEW MEXICO } ss.  
County of Luna }  
I certify that this instrument was filed for record at 2:40 P. M.

JAN 8 1963

and recorded in book 40 of Deeds  
page 264-6  
John J. Meaf County Clerk  
John J. Meaf Deputy  
Reception No. 17144

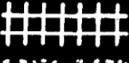
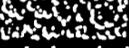
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285

17144

**RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES**

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

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

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

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

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

**SECTION II — COMMERCIAL (or C-1)**

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

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

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

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

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

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

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

17144

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

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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.

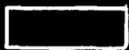
#### \* NOTE

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



**RECAPITULATION of RESTRICTIVE  
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Professional—Apartment (or O-1) .....		Parks & Public Grounds .....	

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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.
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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
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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

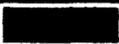
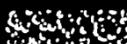




19915

**RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES**

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

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

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

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

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

**SECTION II — COMMERCIAL (or C-1)**

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

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

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

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

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

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

1975

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 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:**

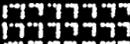
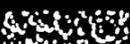
10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless 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.



16889

**RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES**

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

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

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

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

1. No improvement shall be placed upon the subject property, which shall be closer than 60 feet to the Columbus road or road fronting the property, or closer than 25 feet to the rear line. No improvement shall be closer than 25 feet to any other street, but may build to the property line on interior lot or description lines.

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

3. The use for which any improvements upon the above described property shall be used shall be limited to service stations, garages, bowling alleys, plants in which manufacturing may be accomplished so long as the manufacturing constitutes the assembly of parts previously manufactured elsewhere, bars or cafes, or any professional type office or clinic or normal retail outlet and may include wholesale establishments.

4. No junk yards will be permitted, no outside storage of parts or products, and all trash shall be kept in sanitary containers.

5. No noxious or offensive activity shall be carried on nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No residence may be constructed upon an area of less than 21,780 square feet.

**SECTION II — COMMERCIAL** (or C-1)

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

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

2. No junk yards may be established, no Body Repair of automobiles will be permitted except within confines of a building. No exterior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under Section V below.

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

- a. No nearer front lot line than 50 feet.
- b. No nearer rear lot line than 30 feet.
- c. No nearer side line than 25 feet.

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

6. All other covenants under all other Sections not at conflict with Paragraphs 1 thru 5 above shall govern and be applicable.

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

1. No tract shall be subdivided, nor shall any apartment be constructed that shall exceed 200 feet in height above ground level, nor shall the ratio of any living unit containing kitchen and bath to ground area exceed one living unit to each 500 square feet of ground area.

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

- a. Doctors, dentists, veterinarian with enclosed kennels, medical supplies, clinics, laboratories, hospitals, but not retail drug stores.
- b. Real estate offices, manufacturers agents, lawyers, banks, mortgagee representatives, savings and loan associations, insurance, accounting, and advertising, engineering, architects and other professional services or offices.
- c. Private clubs for meeting rooms, without sale of foods or liquids.
- d. Private schools or professional training institutions.

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

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

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

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

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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 500 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 0 31

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:

- Lots 15 to 32, inclusive. . . . .Block 1.
- Lots 15 to 46, inclusive. . . . .Block 2.
- Lots 1 to 46, inclusive in Blocks 3, 4, 5, 6, 7, 8, 9, and 10.
- Lots 1 to 38, inclusive in Block 11.
- Lots 9 to 38, inclusive in Block 12.
- Lots 1 to 22, inclusive in Blocks 13, 14, 15, 16, 17, 18, 19, 20, and 21.
- Lots 1 to 26, inclusive. . . . .Block 22.
- Lots 1 to 28, inclusive in Blocks 23 and 24.

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:

Lots 7, 8, 39 and 40. . . . . Block 1  
 Lots 1 to 8, inclusive. . . . . Block 2

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

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

Lots 1 to 6, inclusive and 41 to 46, inclusive, Block 1

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

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

ATTEST:

By: Lois Hanna  
 Assistant Secretary

TRIPLE S. LAND CORP.

By: Walter A. Ham  
 Vice-President



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:

- Lots 9 to 38, inclusive. . . . .Block 1
- Lots 9 to 46, inclusive. . . . .Block 2
- Lots 1 to 46, inclusive in Blocks numbered 3, 4, 5, 6, 7, and 8.
- Lots 1 to 41, inclusive. . . . .Block 9.
- Lots 1 to 36, inclusive. . . . .Block 10.
- Lots 1 to 18, inclusive. . . . .Block 11
- All of Block 12.

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

STATE OF NEW MEXICO }  
County of Luna } SS.

I hereby certify that the within instrument in writing was filed for record in my office on the 17 day of Oct. A.D. 1961 at 9:34 A.M. and recorded in Book 36 of Deeds Page 363-4

C. R. Hughes County Clerk  
John Stough Deputy

Reception No. 12032

**RESTRICTIVE COVENANTS  
IMPOSED**

14625

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 ser-  
vice 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.

IN WITNESS WHEREOF, the undersigned have hereunder set their hands and seals this 7th day of May, 1962.

ATTEST:  
By: Lois Kerma  
Assistant Secretary

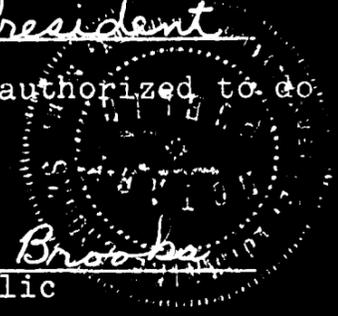
TRIPLE S LAND CORP.  
By: Martin Atkin  
Vice President

STATE OF NEW MEXICO )  
COUNTY OF Bernalillo ) ss

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

My commission Expires:  
10-6-63

E. Lorraine Brooks  
Notary Public



STATE OF NEW MEXICO )  
County of Luna ) ss.  
I certify that this instrument was filed for record at 9:15 A.M.

MAY 14 1962

and recorded in book 38 of Deeds  
page 195-6  
C. B. [Signature] County Clerk  
[Signature] Deputy  
Reception No. 14625

Deming Ranchettes  
112 W. Pine

**RESTRICTIVE COVENANTS  
IMPOSED**

14307

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 RANCHETTES, 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 RANCHETTES, 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.

14307

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 WITNESS WHEREOF, the undersigned have hereunder set their hands and seals this 9th day of April, 1962

ATTEST:

TRIPLE S LAND CORPORATION

BY: Louis Kenna  
Assistant Secretary

BY: Martin Atkin  
Vice President

STATE OF NEW MEXICO )  
                                  : SS  
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 9th day of April, 1962, by Martin Atkin Vice President of TRIPLE S LAND CORPORATION, an Illinois corporation, authorized to do business in New Mexico, on behalf of said corporation.

MY COMMISSION EXPIRES:

My Commission Expires Oct. 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 10:02 A.M.

APR 16 1962

and recorded in book 37 of Deeds  
page 98-100  
C. B. Hughes County Clerk  
J. H. ... Deputy  
Reception No. 14507

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.

14108





~~RESTRICTIVE COVENANTS~~  
IMPOSED

13795

Upon Replat of Blocks Twelve (12), Thirteen (13), Twenty-Six (26) and Twenty-Seven (27), UNIT NO. 20, DEMING RANCHETTES, as recorded March 5, 1962.

Upon Replat of Blocks Eleven (11), Twelve (12), Twenty-Three (23) and Twenty-Four (24), UNIT NO. 19, DEMING RANCHETTES, as recorded March 5, 1962.

Upon Blocks One (1) to Eight (8), inclusive, UNIT NO. 13, DEMING RANCHETTES, as recorded March 5, 1962.

Upon Blocks One (1) to Four (4), inclusive, UNIT NO. 16, DEMING RANCHETTES, as recorded March 5, 1962.

Upon Blocks One (1) to Twenty-Five (25), inclusive, UNIT NO. 18, DEMING RANCHETTES, as recorded March 5, 1962.

Upon Blocks One (1) to Thirty-Six (36), inclusive, UNIT NO. 30, DEMING RANCHETTES, as recorded March 5, 1962.

All of the above are recorded in the Office of the County Clerk, Luna County, New Mexico.

The undersigned, Triple S Land Corp., Martin Atkin, Vice President, being the owners of tracts of land located in Sections 4, 5, 9 and 17, Township 24 South, Range 8 West, N.M.P.M.; and in Sections 14 and 23, Township 25 South, Range 10 West, N.M.P.M.; and in Section 1, Township 25 South, Range 8 West, N.M.P.M.; all being in Luna County, New Mexico, hereby declares the following Restrictive Covenants shall apply to that portion of said real estate as hereinbefore described:

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

- 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 9th day of March, 1962.

ATTEST:

TRIPLE S LAND CORP.

By: Lois Kenna  
Assistant Secretary

By: Martin Atkin  
Vice President

STATE OF NEW MEXICO )  
COUNTY OF Bernalillo ) ss

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

My 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 Deeds  
page 433-4  
C. P. Hughes County Clerk  
Ruth H. ... Deputy  
Reception No. 13795

RESTRICTED COVENANTS IMPOSED

13435

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.



RESTRICTIVE COVENANTS  
IMPOSED

15809

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

ATTEST:

TRIPLE S LAND CORP.

BY: Lois Kerma  
Assistant Secretary

BY: Martin Atkin  
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 Atkin 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. Lorraine Brooks  
Notary Public

STATE OF NEW MEXICO )  
County of Luna ) SS.

I certify that this instrument was filed for record at 1:40 P. M.

AUG 29 1962

and recorded in book 37 of Seeds  
page 163-4  
C. G. Hughes County Clerk  
John H. Smith Deputy  
Reception No. 15809

James B. Smith

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.
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 10th day of September 1962.

ATTEST

TRIPLE S LAND CORP.

By: Lois Kenna  
Assistant Secretary

By: Martin Atkin  
Vice President

STATE OF NEW MEXICO )  
COUNTY OF Bernalillo ) SS

The foregoing instrument was acknowledged before me this 10th day of September, 1962, by Martin Atkin, Vice President of TRIPLE S LAND CORPORATION, an Illinois corporation, authorized to do business in New Mexico, on behalf of said corporation.

My Commission Expires:

6-30-63

E. Lorraine Brooks  
Notary Public

STATE OF NEW MEXICO )  
County of Luna ) SS.

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

SEP 14 1962

and recorded in book 39 of Deeds  
page 2347 S  
C. B. Hughes County Clerk  
John Hughes Deputy  
Reception No. 15964

Box 907



## 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 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.
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

By

Lois Lenna

Assistant Secretary

By

Martin Atkin

Vice President

STATE OF NEW MEXICO )  
COUNTY OF *Bernalillo* ) SS

The foregoing instrument was acknowledged before me this 13th day of August, 1962, by August, Martin Allen of Triple S Land Corporation, Deming, New Mexico, an Illinois corporation, on behalf of said corporation.

My Commission Expires:

10-6-63

E. Lorraine Brooks

Notary Public

STATE OF NEW MEXICO )  
County of Luna ) SS.

I certify that this instrument was filed for record at 1:42 P. M.

AUG 20 1962

and recorded in book 39 of Seeds  
page 165-6  
C. G. [Signature] County Clerk  
John [Signature] Deputy  
Reception No. 15810

*D. [Signature]*

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 27th day of June, 1962.

ATTEST:

TRIPLE S LAND CORP.

By: Leis Terna  
Assistant Secretary

By: Martin Atkin  
Vice President

STATE OF NEW MEXICO }  
COUNTY OF Bernalillo } ss

The foregoing instrument was acknowledged before me this 27th day of June, 1962, by Martin Atkin, Vice President of TRIPLE S LAND CORPORATION, an Illinois corporation, authorized to do business in New Mexico, on behalf of said corporation.

My Commission Expires:

10-6-63

E. Lorraine Brooks  
Notary Public

STATE OF NEW MEXICO }  
County of Luna } ss.

I certify that this instrument was filed for record at 11:00 A.M.

JUL 6 1962

and recorded in book 38 of Deeds  
page 426-7  
Ch. [Signature] County Clerk  
Ruth [Signature] Deputy  
Reception No. 15236

444

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 6th day of July, 1962.

ATTEST

TRIPLE S LAND CORPORATION

By Lois Kenna  
Assistant Secretary

By Martin Atkin  
Vice President

STATE OF NEW MEXICO )  
COUNTY OF Bernalillo ) ss.

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

E. Lorraine Brooks  
Notary Public

My Commission Expires:  
10-6-63

STATE OF NEW MEXICO )  
County of Luna ) ss.

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

JUL 12 1962

and recorded in book 38 of Deeds  
page 444-5  
C. G. [Signature] County Clerk  
[Signature] Deputy  
Reception No. 15283

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.
- 12. Raising, keeping or breeding of animals which may constitute a nuisance is forbidden, nor may swine be raised, kept or bred on any lot.
- 13. A two inch (2") tolerance variation is by reason of mechanical variances of construction allowable for minimum distance requirements from interior lot lines.

IN WITNESS WHEREOF, the undersigned have hereunder set their hands and seals this 17th day of July, 1962.

ATTEST:

TRIPLE S LAND CORP.

BY: Lois Kenna  
Assistant Secretary

BY: Martin Atkin  
Vice-President

STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO ) SS

The foregoing instrument was acknowledged before me this 17th day of July, 1962, 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:  
9-14-64

Melvin S. Falck  
Notary Public

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

JUL 20 1962

and recorded in book 38 of Deeds  
page 476-7  
C. B. ... County Clerk  
John ... Deputy  
Reception No. 15371





RESTRICTIVE CONVENANTS  
IMPOSED

12599

Upon 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 Covenants 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.	Block 5
Lots 1-15, inclusive, & Lots 28 to 42, Incl.	Block 6

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

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.

3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one - story open porches and garages, shall be less than 600 square feet.

4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

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

6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence nor shall any privy be permitted, except during construction. All Construction shall be completed within six months from the date of commencement.

8. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 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.

12599

10. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
11. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
12. No swine may be raised, kept or bred on any lot.
13. No fence or wall except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer the front street than the front setback line.
14. On corner lots no side street fence or wall, except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer to the front street than the rear of the dwelling, nor nearer the side street than the property line.
15. MECHANICAL VARIANCE: A two inch (2") tolerance variation is by reason of mechanical variance of construction 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 1-17, inclusive,	Block 1
Lots 28 & 29	Block 1
Lots 18-21, inclusive,	Block 2
Lots 22-27, inclusive,	Block 5
Lots 16, 17, 26, & 27.	Block 6

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

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

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

Lots 18-27, inclusive,	Block 1
Lots 18-25, inclusive,	Block 6

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

19. No junk yards may be established. No Body Repair of automobiles will be permitted except within confines of a building. No exterior storage of parts or products is permitted.

20. Particular reference is directed to paragraph 6 above.

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

- a. No nearer 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 19th day of December, 1961.

Triple S Land Corp.

By Martin Allen  
Vice President

ATTEST

By Lois Kenna  
Secretary

STATE OF NEW MEXICO }  
County of Luna } SS.

I hereby certify that the within instrument in writing was filed for record in my office on the 21 day of Dec. A.D. 1961 at 1:45 P. M. and recorded in Book 37 of Deeds Page 94-6

R. Hughes County Clerk  
John King Deputy

Reception No. 12599

97

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-story open porches and garages, shall be less than 600 square feet.
4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. Easements for installation and maintenance of utilities will be limited to 10 feet.
6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at anytime as a residence nor shall any privy be permitted, except during construction. All construction shall be completed within six months from the date of commencement.
8. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 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 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 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.

By Martin Atkins  
Vice-President

ATTEST

By Lois Kenna  
Secretary

STATE OF NEW MEXICO }  
County of Luna } SS.

I hereby certify that the within instrument in writing was filed for record in my office on the 21 day of Dec. A.D. 1961 at 1:42 P. M. and recorded in Book 37 of Records Page 92-8

C. R. Hughes County Clerk  
Ruth King Deputy

Reception No. 12600

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  
IMPOSED

133/5

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.
4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. Easements for installation and maintenance of utilities will be limited to 10 feet.

- 6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence nor shall any privy be permitted, except during construction. All construction shall be completed within six months from the date of commencement.
- 8. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then lot owners of the lots has been recorded agreeing to change said covenants in whole or in part.
- 9. Enforcement shall be proceedings at law or in equity against any person or persons violative or attempting to violate any covenant either to restrain violation or to recover damages.
- 10. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.
- 11. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- 12. Raising, keeping or breeding of animals which may constitute a nuisance is forbidden, nor may swine be raised, kept or bred on any lot.
- 13. A two inch (2") tolerance variation if by reason of mechanical variances of construction allowable for minimum distance requirements from interior lot lines.

IN WITNESS WHEREOF, the undersigned have hereunder set their hands and seals this 9 day of February, 1962.

ATTEST:

TRIPLE S LAND CORP.

By: Lois Kenna  
Assistant Secretary

By: Martin Atkin  
Vice President

STATE OF NEW MEXICO )  
COUNTY OF Bernalillo ) ss

The foregoing instrument was acknowledged before me this 9 day of February, 1962, by Martin Atkin, Vice President of TRIPLE S LAND CORPORATION, an Illinois corporation, authorized to do business in New Mexico, on behalf of said corporation.

My Commission Expires:  
My Commission Expires Oct. 6, 1963



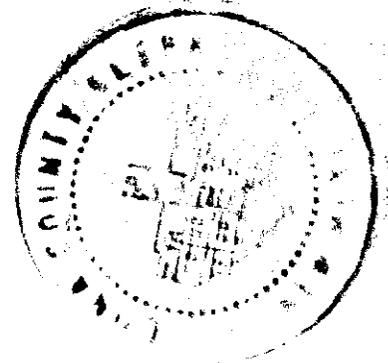
E. Lorraine Brooks  
Notary Public

## Deed Restrictions

AHP Project # 2006B0929

THE STATE OF NEW MEXICO  
COUNTY OF LUNA

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



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

L CAT 17904



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

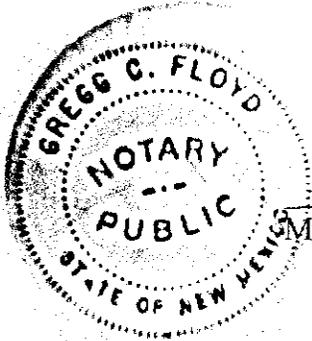
By: FRED B. MUNOZ  
Fred B Munoz, Owner

Meagan Luna  
Meagan Luna, Owner

THE STATE OF NEW MEXICO  
COUNTY OF LUNA

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

By Fred B. Munoz + Meagan Luna (Owners).



7-20-10

My commission expires:

Gregg C. Floyd  
Signature-Notary Public, State of NM

Gregg C. Floyd  
Printed Name  
Notary Public, State of New Mexico

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

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

Exhibit A  
Property Description

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

Homeowner Name(s): Fred B. Munoz and Meagan Luna

Address: 6835 Amapola Rd. SE  
Deming, New Mexico 88030

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

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 21,780 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.

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 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.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 26<sup>th</sup> day of August 1970.

SELECT WESTERN LANDS INC.



Carter W. Kirk  
Carter W. Kirk  
Attorney-in-Fact

STATE OF NEW MEXICO )  
County of Luna ) ss

On this 26<sup>th</sup> 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 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: 6/14/73

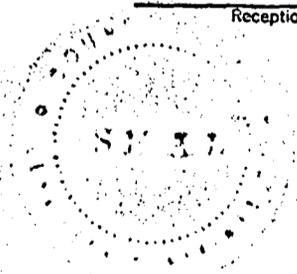


STATE OF NEW MEXICO } ss.  
County of Luna }

I certify that this instrument was filed for record at 2:20 P.M.

AUG 26 1970

and recorded in book 79 of Books  
page 1-2  
Ruth A. King County Clerk  
Deputy  
Reception No. 61655



**RECAPITULATION of RESTRICTIVE  
COVENANTS on DEMING RANCHETTES**

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

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

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

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

1. No improvement shall be placed upon the subject property, which shall be closer than 60 feet to the Columbus road or road fronting the property, or closer than 25 feet to the rear line. No improvement shall be closer than 25 feet to any other street, but may build to the property line on interior lot or description lines.

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

3. The use for which any improvements upon the above described property shall be used shall be limited to service stations, garages, bowling alleys, plants in which manufacturing may be accomplished so long as the manufacturing constitutes the assembly of parts previously manufactured elsewhere, bars or cafes, or any professional type office or clinic or normal retail outlet and may include wholesale establishments.

4. No junk yards will be permitted, no outside storage of parts or products, and all trash shall be kept in sanitary containers.

5. No noxious or offensive activity shall be carried on nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No residence may be constructed upon an area of less than 21,780 square feet.

**SECTION II — COMMERCIAL (or C-1)**

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

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

2. No junk yards may be established, no Body Repair of automobiles will be permitted except within confines of a building. No exterior storage of parts or products is permitted.

3. Particular reference is directed to Paragraph 6 under Section V below.

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

- No nearer front lot line than 50 feet.
- No nearer rear lot line than 30 feet.
- No nearer side line than 25 feet.

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

6. All other covenants under all other Sections not at conflict with Paragraphs 1 thru 5 above shall govern and be applicable.

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

1. No tract shall be subdivided, nor shall any apartment be constructed that shall exceed 200 feet in height above ground level, nor shall the ratio of any living unit containing kitchen and bath to ground area exceed one living unit to each 500 square feet of ground area.

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

- Doctors, dentists, veterinarian with enclosed kennels, medical supplies, clinics, laboratories, hospitals, but not retail drug stores.
- Real estate offices, manufacturers agents, lawyers, banks, mortgagee representatives, savings and loan associations, insurance, accounting, and advertising, engineering, architects and other professional services or offices.
- Private clubs for meeting rooms, without sale of foods or liquids.
- Private schools or professional training institutions.

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

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

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

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

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

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

#### SECTION V — SINGLE FAMILY DWELLING

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

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

## 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 12 to 15, incl., TRACTS 23 to 29, incl., TRACTS 32 to 34, 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 6; TRACTS 1 to 4, incl., and TRACTS 33 to 41, incl., BLOCK 22; TRACTS 1 to 34, incl., and TRACTS 37 to 39, incl., BLOCK 24, UNIT 2; TRACTS 7 to 16, 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 31 to 34, incl., BLOCK 4; TRACTS 1 to 3, incl., TRACTS 6 to 13, incl., TRACTS 15 to 30, incl., and TRACTS 33 and 34, in BLOCK 6; TRACTS 1 to 8, incl., TRACTS 10 and 11, and TRACTS 32 to 44, incl., BLOCK 7; TRACTS 5 to 7, incl., TRACTS 17 to 24, incl., and TRACTS 38 to 44, incl., BLOCK 8; TRACTS 13 to 16, incl., TRACTS 20 to 38, incl., BLOCK 10; TRACTS 5 to 14, incl., TRACTS 19 to 39, incl., BLOCK 11; TRACTS 6 to 17, incl., and TRACTS 32 to 42, incl., BLOCK 12, UNIT 5; TRACTS 4 to 8, incl., TRACTS 13 to 17, incl., TRACTS 22 to 31, incl., TRACTS 34 and 35, and TRACTS 38 to 41, incl., BLOCK 8; TRACTS 1 to 7, incl., TRACTS 19 to 24, incl., and TRACTS 32 to 43, incl., BLOCK 9; TRACTS 15 to 28, incl., BLOCK 11; TRACTS 15 to 31, incl., BLOCK 12; TRACTS 1 to 4, incl., TRACTS 6, 7, and 9 to 12, incl., TRACTS 21 to 23, incl., TRACTS 25 to 28, incl., TRACTS 31 to 35, incl., and TRACTS 40 to 44, incl., BLOCK 13; TRACTS 9 to 14, incl., TRACTS 17 and 18, TRACTS 23 and 24, and TRACTS 29 to 39, incl., and TRACTS 41 to 44, incl., BLOCK 14; TRACTS 21 to 24, incl., TRACTS 26 and 27, TRACTS 30 to 38, incl., BLOCK 15; TRACTS 1 and 2, TRACTS 5 to 37, incl., and TRACTS 40 to 44, incl., BLOCK 16; TRACTS 6 to 19, incl., TRACTS 24 to 31, incl., and TRACTS 34 to 44, incl., BLOCK 17; TRACTS 10 to 18, incl., TRACTS 26 to 38, incl., BLOCK 18, UNIT 7; TRACTS 5 to 18, incl., BLOCK 7; TRACTS 3 to 21, incl., BLOCK 9; TRACTS 1 to 14, incl., and TRACTS 27 to 43, incl., BLOCK 10; TRACTS 5 to 10, incl., TRACTS 16 to 27, incl., and TRACTS 31 to 41, incl., BLOCK 11; TRACTS 7 to 16, incl., and TRACTS 27 to 37, incl., BLOCK 12; TRACTS 6 to 22, incl., and TRACTS 26 to 44, incl., BLOCK 13; TRACTS 1 to 4, incl., TRACTS 6 to 12, incl., TRACTS 20 to 25, incl., TRACTS 33 to 35, incl., and TRACTS 41 to 44, incl., BLOCK 14; TRACTS 1 to 12, incl., TRACTS 19 to 25, incl., TRACTS 33 to 36, incl., and TRACTS 41 to 44, incl., BLOCK 15; TRACTS 1 to 4, incl., TRACTS 9 to 44, incl., BLOCK 16; TRACTS 1 to 14, incl., TRACTS 17 to 44, incl., BLOCK 17; TRACTS 1 to 30, incl., and TRACTS 32 to 38, incl., and TRACTS 42 to 44, incl., BLOCK 18, UNIT 10.

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 and a private garage for not more than two cars.

STATE OF NEW MEXICO )  
County of Luna )

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

July 26, 1971 and recorded in book 82 of Deeds page 708-10

Tom. Hutt, County Clerk Clara Schultz, Deputy - Reception No. 66726

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





RESTRICTIVE COVENANTS IMPOSED

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

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

SELECT WESTERN LANDS INC.

By: Carter W. Kirk  
Attorney-in-Fact

STATE OF NEW MEXICO )  
County of Luna ) ss

On this 31st day of August, 1971, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April, 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at Page 565, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June, 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

Terahy J. Anderson  
Notary Public

My Commission Expires:

6/14/73



STATE OF NEW MEXICO }  
County of Luna } ss.

I certify that this instrument was filed for record at 9:55A M.

AUG 31 1971

and recorded in book 83 of Deeds  
page 83-5  
Terahy J. Anderson County Clerk  
Clara Schultz Deputy  
Reception No. 67315

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.

JWL

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.

