

PROTECTIVE COVENANTS

The undersigned, Lowell Cain, Frank Weidner, and Robert Heasley, a partnership of the Anchor Ranch Land Company, sole owners of the following described premises, hereby covenant, declare and agree that the following restrictive and protective covenants shall become and be in full force and effect and binding upon the undersigned owners, their heirs, assigns and grantees, and all future purchasers, their heirs, assigns and grantees, of lots in said premises and upon each and every lot of the following described subdivision of real estate situate in Grant County, New Mexico, to-wit:

ANCHOR RANCHIndian Hills Subdivision Unit #3

all of the single family lots designated (R-1), a portion of the Anchor Ranch Subdivision according to the map thereof filed in the office of the County Clerk of Grant County, New Mexico, _____, in Book _____ of Plats at page _____.

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

2. Enforcement shall be by proceedings at law or in equity against any person or persons violating 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 nowise affect any of the other provisions which shall remain in full force and effect.

4. 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 two stories in height and a private garage for not more than three cars. The lots specified in this paragraph may not have two story homes. Lots: 302, 316, 319, 320, 324, 325, 326, 327, 328, 329, 371, 372, 373, 374, 375, 376, 380, 381, 382, 383, 384, 386, 387, 388, 390, 391, 426, 427, 428, 429, 438, 439. Two level homes may be built on these lots, but the higher level may not exceed four (4) feet above the lower level.

5. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Paragraph 17.

6. No dwelling shall be permitted on any lot at a cost of less than \$55,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of

STATE OF NEW MEXICO

County of Grant

I hereby certify that this instrument was filed for record on the _____ day of _____ A.D. 19____ at _____ o'clock _____ M. and duly recorded in book _____ of the records of _____ at page 790-794

Witness my hand and seal of office

Carroll A. Perez
County Clerk, Grant Co., N.M.

Deputy

workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,800 square feet for a one-story dwelling, nor less than 2,400 square feet for a dwelling of more than one story. No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than 25 feet. The side lot line setback will be 15 feet.

A single story home exclusive of open porches and garages may be constructed with a square footage of 1,600 feet or over, provided that such home conforms to all of the requirements contained herein and further provided that such home shall cost at least \$55,000.00 based on cost levels prevailing on the date hereof.

7. Easements for installation and maintenance of utilities are reserved as indicated on the recorded plat. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels, or which may obstruct or retard the flow of water through drainage channels. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

8. 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. Car bodies may not be stored on any lot. Repair of autos must be done in the garage or a fenced area that cannot be viewed by others.

9. 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 either temporarily or permanently.

10. 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 seven 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.

11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. No animals, live stock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. Individual sewerage disposal system shall be permitted on any lot but such system must be designed, located and constructed in accordance with the requirements, standards and recommendations of the Environmental Improvement Agency. Approval of such system as installed

shall be obtained from such authority. The sewage disposal system shall be of an aeration type or evapotranspiration; and the lot owner shall provide adequate guarantees that such system will be installed, operated and maintained in accordance with the plan approved by the Environmental Improvement Agency.

15. No fence, wall, hedge or shrub planting which obstructs sight 3 feet above the roadways shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

16. Lowell Cain of Silver City, Grant County, New Mexico will serve as the Architectural Control Committee.

17. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

18. No lot within the above described property shall be divided or resubdivided during the continuance of these restrictions in such manner as to constitute an additional building site, except Lots 438, 439, 443, 444 and 447 may be divided into tracts no smaller than three-quarters of an acre.

19. Failure to enforce any of the restrictions, rights, reservations, limitations, and covenants contained herein shall not in any event be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. All deeds shall be given and accepted upon the express understanding that said subdivision has been carefully planned as a choice residential home district exclusively, and to assure lot owners that there will be no abandonment of the original plan to preserve said subdivision as a choice home district. Upon the breach of any said covenants or restrictions, anyone owning land in said subdivision may bring a proper action in the proper court to enjoin or restrain said violation, or to collect damages or other dues on account thereof.

Invalidation of any one of these covenants or restrictions 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 hereunto subscribed their names this 11th day of October, 1977.

By Lowell Cain
Lowell Cain
A Managing Partner

By Frank Weidner
Frank Weidner
A Managing Partner

By Robert Heasley
Robert Heasley
A Managing Partner