

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

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property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. No swine may be raised, kept or bred in any lot.
13. No fence or wall except necessary retaining walls of minimum height shall be erected or allowed to remain nearer the front street than the front setback line.
14. On corner lots no side street fence or wall, except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer to the front street than the rear of the dwelling, nor nearer the side street than the property line.
15. MECHANICAL VARIANCE: A two inch (2") tolerance variation is by reason of mechanical variance of construction allowable for minimum distance requirements from interior lot lines.

The undersigned, identified above, further declare the following Restrictive Covenants shall apply to that portion of said real estate as herein-after 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 herein-after 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



Vice-President

ATTEST:

By Louie Kenna
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 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.

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 3:50 P.M.

SEP 22 1969

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

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

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

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

SECTION V — SINGLE FAMILY DWELLING

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

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

SECTION VI — TRAILER UNITS

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

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

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 C. King County Clerk
Bladys Rodriguez Deputy
Reception No. 57309

**RECAPITULATION of RESTRICTIVE
COVENANTS on DEMING RANCHETTES**

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

Single Family Dwelling (or R-1)	<input type="checkbox"/>	Commercial (or C-1)	<input checked="" type="checkbox"/>
Multiple Dwelling (or R-2)	<input checked="" type="checkbox"/>	Heavy Commercial (or C-2)	<input checked="" type="checkbox"/>
Professional—Apartment (or O-1)	<input checked="" type="checkbox"/>	Parks & Public Grounds	<input checked="" type="checkbox"/>

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.

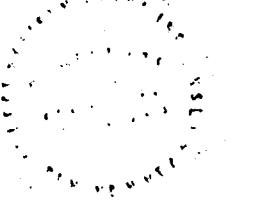
RESTRICTIVE COVENANTS IMPOSED

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)
) ss
 County of Luna)

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.

Frank 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 Deeds
 pages 218-220
Guthrie King County Clerk
Lodge Rodriguez Deputy
 Reception No. 57222

S. W. Land

**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)	<input type="checkbox"/>	Commercial (or C-1)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Multiple Dwelling (or R-2)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Heavy Commercial (or C-2)	<input type="checkbox"/>
Professional—Apartment (or O-1)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Parks & Public Grounds	<input type="checkbox"/>

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.

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 13th 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 13th 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.

Lorraine J. Anderson
Notary Public

My Commission Expires: 6/14/73

STATE OF NEW MEXICO }
County of Luna } ss.

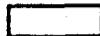
I certify that this instrument was filed for record at 1:10 P.M.

FEB 16 1970

and recorded in book 77 of bundles
page 284-9
Bertie A. King County Clerk
Bertie A. King Deputy
Reception No. 50392

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

UNIT No. 36

Tracts 23 to 33, incl., Block 14

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

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

SECTION V — SINGLE FAMILY DWELLING

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

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

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

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

4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, 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 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 16th day of February, 1970.

SELECT WESTERN LANDS INC.

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

STATE OF NEW MEXICO)
 } ss
County of Luna)

On this 16th 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 J. Addison
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 1:10 P.M.

FEB 16 1970

and recorded in book 77 of Luna
page 217-2
Carter W. Kirk County Clerk
Bethel J. Clark 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)	<input type="checkbox"/>	Commercial (or C-1)	<input checked="" type="checkbox"/>
Multiple Dwelling (or R-2)	<input checked="" type="checkbox"/>	Heavy Commercial (or C-2)	<input checked="" type="checkbox"/>
Professional—Apartment (or O-1)	<input checked="" type="checkbox"/>	Parks & Public Grounds	<input checked="" type="checkbox"/>

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 3 above shall govern and be applicable.

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

1. No tract shall be subdivided, nor shall any apartment be constructed that shall exceed 200 feet in height above ground level, nor shall the ratio of any living unit containing kitchen and bath to ground area exceed one living unit to each 500 square feet of ground area.
2. If used for professional offices, professional offices shall be defined as:
 - a. Doctors, dentists, veterinarian with enclosed kennels, medical supplies, clinics, laboratories, hospitals, but not retail drug stores.
 - b. Real estate offices, manufacturers agents, lawyers, banks, mortgagee representatives, savings and loan associations, insurance, accounting, and advertising, engineering, architects and other professional services or offices.
 - c. Private clubs for meeting rooms, without sale of foods or liquids.
 - d. Private schools or professional training institutions.
3. Set-back lines for single-family dwelling or R-1 tracts obtain for permissive use under Paragraph 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 Novem
ber 1, 1962.

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

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

1. None of said land shall be subdivided, nor shall any trailer, mobile home or similar wheeled transportable dwelling unit be placed on any lot having an area of less than 21,780 square feet.
2. No tract shall be used except for residential purposes.
3. No trailer, mobile home or similar wheeled transportable dwelling unit shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line.
4. Easements for installation and maintenance of utilities will be limited to 10 feet.
5. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may 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 49, 89 and 90, DEMING RANCHETTES, as recorded December 23, 1968 and December 31, 1968, Luna County, New Mexico.

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

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 9th day of January, 1969.

SELECT WESTERN LANDS INC.

By:

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

STATE OF NEW MEXICO)
 ss.
COUNTY OF Luna)

On this 9th day of January, 1969, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at Page 565, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

Dorothy J. Anderson
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 9 1969

and recorded in book 74 of Deeds:
page 475-76.
Ruth A. King County Clerk
Janice Richardson Deputy
Telephone No. 533-303

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	UNIT No. 3
Tracts 1 to 6, incl., & 41 to 46 incl., Block 1	UNIT No. 4
All of BLOCK 24	
Tracts 17 to 22 incl., & 23 to 26, incl., Block 18	UNIT No. 5
Tracts 10 to 24, incl., Block 19	
Tracts 17 to 22, incl., Block 12	UNIT No. 23
Tracts 19 to 24, incl., Blocks 7, 8, 9, 10 & 11	
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	UNIT No. 1
Tracts 22 to 27, incl., Block 5	
Tracts 16, 17, 26 and 27, Block 6	
Tracts 1 to 17, incl., & 28 & 29, Block 1	
Tracts 1 to 14, incl., Block 2	UNIT No. 2
Tracts 39 to 46, incl., Block 11	
Tracts 7, 8, 39 and 40, Block 12	
Tracts 13, 14, 33 and 34, Block 1	
Tracts 1 to 8, incl., Block 2	UNIT No. 3
Tracts 7, 8, 39 and 40, Block 1	
Tracts 1 to 11, incl., Block 23	UNIT No. 4

RESTRICTIVE COVENANTS IMPOSED

Upon Unit No. 76, DEMING RANCHETTES, as recorded January 24, 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 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, 1967.

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, 1967, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April, 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at Page 565, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June, 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

Dolores A. Carter
Notary Public

My Commission Expires: 6/14/69

STATE OF NEW MEXICO } ss.
County of Luna }

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

FEB 8 1967

and recorded in book 69 of Deeds
pageS 106-08
Ruth A. King County Clerk
Shirley M. O'Conor Deputy
Reception No. 43054

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 Tracts 1 to 11, incl., Block 23	UNIT No. 3 UNIT No. 4

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

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

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

SECTION V — SINGLE FAMILY DWELLING

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

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

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

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

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

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

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

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

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

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

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

11. On 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. 77, DEMING RANCHETTES, as recorded February 7, 1967, Luna County, New Mexico.

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

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 7th day of February, 1967.

SELECT WESTERN LANDS INC.

By: Carter W. Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)
) ss
COUNTY OF LUNA)

On this 1st day of February, 1967, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April, 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at Page 565, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June, 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

Dolores H. Hunter
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 8 1967

and recorded in book 69 of Dads
page S 101-03-
Ruth A. King County Clerk
Shirley M. Cline Deputy
Deception No. 43050

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.

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 6th 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 6th day of March, 1967, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April, 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at Page 565, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June, 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

Notary Public

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

STATE OF NEW MEXICO }
County of Luna } ss.

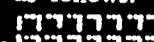
I certify that this instrument was filed for record at 2:15 P.M.

MAR 8 1967

and recorded in book 69 of Deeds
pages 342 - 44
Ruth F. King County Clerk
Clara Schulte 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, 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 Unit 82, DEMING RANCHETTES, as recorded February 8, 1968,
Luna County, New Mexico.

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

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

SELECT WESTERN LANDS INC.

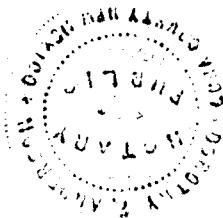
By: Carter W. Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)
 } ss
COUNTY OF LUNA)

On this 8th day of February, 1968, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April, 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at page 565, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June, 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

Dorothy J. Anderson
Notary Public

My Commission Expires: 6/4/69



STATE OF NEW MEXICO } ss.
County of Luna }

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

FEB 8 1968

and recorded in book 72 of Deeds
page 5 416-18
Dorothy J. Anderson County Clerk
Deputy
Reception No. 48404



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)	<input type="text"/>	Commercial (or C-1)	<input type="text"/>
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Multiple Dwelling (or R-2)	<input type="text"/>	Heavy Commercial (or C-2)	<input type="text"/>
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Professional - Apartment (or O-1)	<input type="text"/>	Parks & Public Grounds	<input type="text"/>
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On all plats of Deming Ranchettes filed prior to November 1, 1962, use designation and restrictions were denoted by legal descriptions. Below are listed the Restrictive Covenants and the tracts to which they apply:

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

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

SECTION II — COMMERCIAL (or C-1)

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

1. These lots may be used for commercial purposes which are retail in nature or of service in nature.
2. No junk yards may be established, no Body Repair of automobiles will be permitted except within confines of a building. No exterior storage of parts or products is permitted.
3. Particular reference is directed to Paragraph 6 under 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 83, DEMING RANCHETTES, as recorded February 15, 1968, Luna County, New Mexico.

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

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

SELECT WESTERN LANDS INC.

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

STATE OF NEW MEXICO)
) ss
COUNTY OF LUNA)

On this 15th day of February, 1968, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April, 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at Page 565, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June, 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

My Commission Expires: 6/14/69

STATE OF NEW MEXICO {
County of Luna } ss.

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

FEB 15 1968

and recorded in book 72 of Deeds
page 453-5
Ruth A. King County Clerk
Deputy
Reception No. 48495

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 2, 8, 9, 10 & 11	UNIT No. 23
Tracts 8, 9 & 10, Block 8 and all of Block 9	UNIT No. 24
Tracts 12 to 33, incl., Block 13	UNIT No. 36

1. These lots may be used for commercial purposes which are retail in nature or of service in nature.
2. No junk yards may be established, no Body Repair of automobiles will be permitted except within confines of a building. No exterior storage of parts or products is permitted.
3. Particular reference is directed to Paragraph 6 under 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, 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.

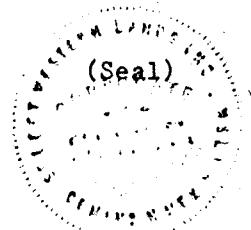
RESTRICTIVE COVENANTS IMPOSED

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

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

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

SELECT WESTERN LANDS INC.



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

STATE OF NEW MEXICO)
COUNTY OF LUNA) ss

On this 16th day of February, 1968, before me personally
known to be the person described and appointed Attorney-in-Fact
and by a certain power of attorney executed by the President and
Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico
Corporation bearing the date of the 10th day of April, 1965, and
recorded in the Office of the County Clerk of Luna County, New
Mexico, on the 26th day of May, 1965, in Book Two, Power-of-
Attorney Record, at Page 565, and in the Office of the County
Clerk of Torrance County, New Mexico, on the 1st day of June,
1965, in Book 162, Miscellaneous Records, at Page 20, the said
CARTER W. KIRK, being the same person who executed the foregoing
instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS
INC., a corporation, and acknowledged that he executed the same
as Attorney-in-Fact in behalf of said Corporation.

Dorothy J. Anderson
Notary Public

My Commission Expires: 6/14/69

STATE OF NEW MEXICO { ss.
County of Luna }

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

FEB 16 1968

and recorded in book 22 of Deeds
page 460-2
Jutta F. Lang County Clerk
Norma M. Miller Deputy
Reception No. 45511

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.

934

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 13th day of May, 1968.

SELECT WESTERN LANDS INC.




Carter W. Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)
COUNTY OF LUNA) ss

On this 13th day of May, 1968, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April, 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at Page 565, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.


Notary Public

My Commission Expires: 6/14/69

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

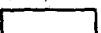
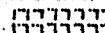
and recorded in book 22 of Deeds
page 134-1a
Loriachia J. Anderson County Clerk
Deputy
Reception No. 49838

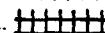
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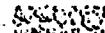
**RECAPITULATION of RESTRICTIVE
COVENANTS on DEMING RANCHETTES**

935

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

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 210 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 16th 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 16th day of August, 1968, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at Page 565, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

Dorothy J. Anderson
Notary Public

My Commission Expires: 6/14/69

STATE OF NEW MEXICO } ss.
County of Luna }

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 3534-6
Ruth A. King County Clerk
Shirley M. Gladden 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)	<input type="checkbox"/>	Commercial (or C-1)	<input type="checkbox"/>
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Multiple Dwelling (or R-2)	<input type="checkbox"/>	Heavy Commercial (or C-2)	<input type="checkbox"/>
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Professional—Apartment (or O-1)	<input type="checkbox"/>	Parks & Public Grounds	<input type="checkbox"/>
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On all plats of Deming Ranchettes filed prior to November 1, 1962, use designation and restrictions were denoted by legal descriptions. Below are listed the Restrictive Covenants and the tracts to which they apply:

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

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

SECTION II — COMMERCIAL (or C-1)

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

1. These lots may be used for commercial purposes which are retail in nature or of service in nature.
2. No junk yards may be established, no Body Repair of automobiles will be permitted except within confines of a building. No exterior storage of parts or products is permitted.
3. Particular reference is directed to Paragraph 6 under 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 Unit 88, DEMING RANCHETTES, as recorded September 3, 1968, Luna County, New Mexico.

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

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

SELECT WESTERN LANDS INC.

Carter W. Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)	
)	ss
COUNTY OF LUNA)	

On this 14th day of October, 1968, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April, 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at Page 565, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

Dorothy J. Anderson
Notary Public

My Commission Expires: 6/14/69

STATE OF NEW MEXICO } ss.
County of Luna }

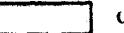
I certify that this instrument was filed for record at 100P M.

OCT 14 1968

and recorded in book 23 of Deeds
pages 915-17
Ruth G. Lamp County Clerk
Sgt. Michael J. Sald Deputy
Recption No. 51194

**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. 46

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

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 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.

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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 :

STATE OF NEW MEXICO)
County of Luna) 53

On this 14th 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 ~~26kxxdxxafxM~~ 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.

Darlene J. Anderson
Notary Public

My Commission Expires: 6/14/69

STATE OF NEW MEXICO }
County of Luna } S.S.

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

FEB 1 1969

and recorded in book 74 of Deeds
page 15-24.
Ruth A. King County Clerk
Janice Richardson Deputy
Reception No. 5335

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 Tracts 1 to 11, incl., Block 23	UNIT No. 3 UNIT No. 4

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

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

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

SECTION V — SINGLE FAMILY DWELLING

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

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

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

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

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

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

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

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

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

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

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

11. On 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 92, DEMING RANCHETTES, as recorded April 18, 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 14, Township 24 South, Range 7 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in Recapitulation of Restrictive Covenants on Deming Ranchettes which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 23rd day of April, 1969.

SELECT WESTERN LANDS INC.

Carter W. Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)
County of Luna) ss

On this 23rd day of April, 1969, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April, 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at Page 565, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

My Commission Expires: 6/14/69

Treothy J. Anderson
Notary Public

STATE OF NEW MEXICO)
County of Luna) ss
I certify that this instrument was filed for record at 1:11 P.M.

APR 23 1969

and recorded in book 75 of Bedula
page 233-5
Ruth A. Gering County Clerk
Janice Bushbush Deputy
Reception No. 54740

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)	<input type="checkbox"/>	Commercial (or C-1)	<input type="checkbox"/>
Multiple Dwelling (or R-2)	<input type="checkbox"/>	Heavy Commercial (or C-2)	<input type="checkbox"/>
Professional—Apartment (or O-1)	<input type="checkbox"/>	Parks & Public Grounds	<input type="checkbox"/>

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 Tracts 1 to 11, incl., Block 23	UNIT No. 3 UNIT No. 4

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

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

SECTION V — SINGLE FAMILY DWELLING

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

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

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RESTRICTIVE COVENANTS IMPOSED

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

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

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

SELECT WESTERN LANDS INC.

Carter W. Kirk

Carter W. Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)
County of Luna) ss

On this 29th day of July, 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.

Lorach 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 1:35 P.M.

AUG 4 1969

and recorded in book 75 of Deeds
Date 8/1-3
Carter W. Kirk County Clerk
Stacy T. Torgerson Deputy
Reception No. 56120

**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)	<input type="checkbox"/>	Commercial (or C-1)	<input checked="" type="checkbox"/>
Multiple Dwelling (or R-2)	<input checked="" type="checkbox"/>	Heavy Commercial (or C-2)	<input checked="" type="checkbox"/>
Professional—Apartment (or O-1)	<input checked="" type="checkbox"/>	Parks & Public Grounds	<input checked="" type="checkbox"/>

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

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

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

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

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

SECTION V — SINGLE FAMILY DWELLING

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

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

SECTION VI — TRAILER UNITS

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

1. None of said land shall be subdivided, nor shall any trailer, mobile home or similar wheeled transportable dwelling unit be placed on any lot having an area of less than 21,780 square feet.
2. No tract shall be used except for residential purposes.
3. No trailer, mobile home or similar wheeled transportable dwelling unit shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line.
4. Easements for installation and maintenance of utilities will be limited to 10 feet.
5. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may 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 swing may be raised, kept or bred on any lot (see paragraph 6 above).

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

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

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:

Attorney-in-Fact



SWL

706

STATE OF NEW MEXICO }
County of Luna }

ss

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 L. 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 22 of Deeds
page 205-6
Eleanore D. Anderson County Clerk
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 16th 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 16th 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 | ss.
 County of Luna

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

JUL 16 1971

and recorded in book 82 of Deeds
 page 575
Terry Elliott County Clerk
John D. Thompson Deputy
 Reception No. 6658

102
 6-3712

**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)	<input type="checkbox"/>	Commercial (or C-1)	<input type="checkbox"/>
Multiple Dwelling (or R-2)	<input checked="" type="checkbox"/>	Heavy Commercial (or C-2)	<input checked="" type="checkbox"/>
Professional—Apartment (or O-1)	<input checked="" type="checkbox"/>	Parks & Public Grounds	<input checked="" type="checkbox"/>

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	UNIT No. 2
Tracts 1 to 12, incl., & 35 to 46, incl., Block 1	UNIT No. 3
Tracts 1 to 6, incl., & 41 to 46, incl., Block 12	UNIT No. 4
Tracts 1 to 6, incl., & 41 to 46 incl., Block 1	UNIT No. 5
All of BLOCK 24	UNIT No. 23
Tracts 17 to 22 incl., & 23 to 26, incl., Block 18	UNIT No. 24
Tracts 10 to 24, incl., Block 19	UNIT No. 25
Tracts 17 to 22, incl., Block 12	UNIT No. 26
Tracts 19 to 24, incl., Blocks 7, 8, 9, 10 & 11	UNIT No. 27
Tracts 8, 9 & 10, Block 8 and all of Block 9	UNIT No. 28
Tracts 12 to 33, incl., Block 13	UNIT No. 29

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	UNIT No. 1
Tracts 22 to 27, incl., Block 5	UNIT No. 2
Tracts 16, 17, 26 and 27, Block 6	UNIT No. 3
Tracts 1 to 17, incl., & 28 & 29, Block 1	UNIT No. 4
Tracts 1 to 14, incl., Block 2	UNIT No. 5
Tracts 39 to 46, incl., Block 11	UNIT No. 6
Tracts 7, 8, 39 and 40, Block 12	UNIT No. 7
Tracts 13, 14, 33 and 34, Block 1	UNIT No. 8
Tracts 1 to 8, incl., Block 2	UNIT No. 9
Tracts 7, 8, 39 and 40, Block 1	UNIT No. 10
Tracts 1 to 11, incl., Block 23	UNIT No. 11

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 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 16th day of July, 1971.

SELECT WESTERN LANDS INC.


 Carter W. Kirk
 Attorney-in-Fact

STATE OF NEW MEXICO)
 County of Luna) ss

On this 16th 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 A. Anderson
 Notary Public

My Commission Expires: 6/14/73

STATE OF NEW MEXICO)
 County of Luna)

July 16, 1971 I certify that this instrument was filed for record at 9:50A.M.
 Team Offutt, County Clerk Ruth A. King, Deputy - Reception No. 66507
 and recorded in book 82 of Deeds page 582-4

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

Dorothy T. 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.

S. J. Schellie AUG 3 1970
and recorded in book 78 of Deeds
page 3 260-62
Sue J. Schellie County Clerk
Clara Schellie 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)	<input type="checkbox"/>	Commercial (or C-1)	<input checked="" type="checkbox"/>
Multiple Dwelling (or R-2)	<input checked="" type="checkbox"/>	Heavy Commercial (or C-2)	<input checked="" type="checkbox"/>
Professional—Apartment (or O-1)	<input checked="" type="checkbox"/>	Parks & Public Grounds	<input checked="" type="checkbox"/>

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

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

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

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 Deeds
page 5757-57
Dorothy T. Anderson County Clerk
James Schubert 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 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
 Tracts 16 and 23, Block 12
 Tracts 18 and 25, of Blocks 7, 8, 9, 10 and 11
 Tracts 7 and 11 to 18, incl., Block 8
 Tracts 11 and 34, Block 13
 Tracts 23 to 33, incl., Block 14

UNIT No. 5

UNIT No. 23

UNIT No. 24

UNIT No. 36

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

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

SECTION V — SINGLE FAMILY DWELLING

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

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

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

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

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

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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 25th 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 25th day of March 1970, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT 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 1:30 P.M.

SUN 3 MAR 30 1970

and recorded in book 77 of Deeds
page 284-289
Filed 1 Mar 1970 County Clerk
Bethany L. Phillips 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)	<input type="checkbox"/>	Commercial (or C-1)	<input checked="" type="checkbox"/>
Multiple Dwelling (or R-2)	<input checked="" type="checkbox"/>	Heavy Commercial (or C-2)	<input checked="" type="checkbox"/>
Professional—Apartment (or O-1)	<input checked="" type="checkbox"/>	Parks & Public Grounds	<input checked="" type="checkbox"/>

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. 23 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	UNIT No. 3
Tracts 1 to 6, incl., & 41 to 46 incl., Block 1	UNIT No. 4
All of BLOCK 24	
Tracts 17 to 22 incl., & 23 to 26, incl., Block 18	UNIT No. 5
Tracts 10 to 24, incl., Block 19	
Tracts 17 to 22, incl., Block 12	UNIT No. 23
Tracts 19 to 24, incl., Blocks 7, 8, 9, 10 & 11	
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, 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, 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 19th 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 24th 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 } ss.
County of Luna }

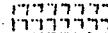
I certify that this instrument was filed for record at 1:00 P. M.

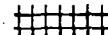
MAY 29 1967

and recorded in book 71 of Deeds
page 5 80-83
Floyd A. Dugay County Clerk
Chas. DeBull Deputy
Reception No. 44629

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	UNIT No. 3
Tracts 1 to 6, incl., & 41 to 46, incl., Block 1	UNIT No. 4
All of BLOCK 24	
Tracts 17 to 22 incl., & 23 to 26, incl., Block 18	UNIT No. 5
Tracts 10 to 21, incl., Block 19	
Tracts 17 to 22, incl., Block 12	UNIT No. 23
Tracts 10 to 21, incl., Blocks 1, 8, 9, 10 & 11	UNIT No. 24
Tracts 8, 9 & 10, Block 8 and all of Block 9	
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	UNIT No. 1
Tracts 16, 17, 26 and 27, Block 6	
Tracts 1 to 17, incl., & 28 & 29, Block 1	
Tracts 1 to 14, incl., Block 2	UNIT No. 2
Tracts 39 to 46, incl., Block 11	
Tracts 7, 8, 39 and 40, Block 12	
Tracts 13, 14, 33 and 34, Block 1	
Tracts 1 to 8, incl., Block 2	UNIT No. 3
Tracts 7, 8, 39 and 40, Block 1	
Tracts 1 to 11, incl., Block 23	UNIT No. 4

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

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

Dolores H. Hunter
Notary Public

My Commission Expires: 6/14/69

STATE OF NEW MEXICO } ss.
County of Luna }

I certify that this instrument was filed for record at 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. Gonzales Deputy
Receipt No. 77411

Recorded in the office of the County Clerk

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)	<input type="checkbox"/>	Commercial (or C-1)	<input type="checkbox"/>
Multiple Dwelling (or R-2)	<input checked="" type="checkbox"/>	Heavy Commercial (or C-2)	<input checked="" type="checkbox"/>
Professional Apartment (or O-1)	<input checked="" type="checkbox"/>	Parks & Public Grounds	<input checked="" type="checkbox"/>

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

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

Tracts 24 to 31, incl., Block 17 Tracts 15, 16, 27, 28, 29, and 30, Block 18 Tracts 9 and 25, Block 19	UNIT No. 5
Tracts 16 and 23, Block 12 Tracts 18 and 25, of Blocks 7, 8, 9, 10 and 11	UNIT No. 23
Tracts 7 and 11 to 18, incl., Block 8	UNIT No. 24
Tracts 11 and 34, Block 13 Tracts 23 to 33, incl., Block 14	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 74, DEMING RANCHETTES, as recorded December 20, 1966,
Luna County, New Mexico.

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

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

SELECT WESTERN LANDS INC.

(Seal).

By: Carter W. Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)
) ss
COUNTY OF LUNA)

On this 23rd day of December, 1966, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April, 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at Page 565, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June, 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

My Commission Expires: 6/14/69

Dorothy Anderson
Notary Public

STATE OF NEW MEXICO }
County of Luna } ss.

I certify that this instrument was filed for record at 2:10 P. M.

DEC 28 1966

and recorded in book 68 of Deeds
page 545-7
Evelyn G. Long County Clerk
Barbara Schulte Deputy
Reception No. 42317

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 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 35, 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 and 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, mortgagees representatives, savings and loan associations, insurance, accounting, 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., & 20 & 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 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 9th day of January, 1967.

SELECT WESTERN LANDS INC.

By: Carterw Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)
) ss
COUNTY OF LUNA)
)

On this 9th 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 T. Anderson
Notary Public

My Commission Expires: 6/14/69

STATE OF NEW MEXICO } ss.
County of Luna }

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

JAN 11 1967

and recorded in book 68 of Duds
page 5278-80
Ruth A. King County Clerk
Dee Leetle Deputy
Reception No 42547

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

1. Lots may be used for single-family dwelling or multiple family dwelling, except that no more than a three family unit containing no less than 500 square foot around area per family unit excluding porches and garages may be 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 73, DEMING RANCHETTES, as recorded December 27, 1966,
Luna County, New Mexico.

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

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 27 day of December, 1966.

(Seal)

SELECT WESTERN LANDS, INC.

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

STATE OF NEW MEXICO)
) ss
COUNTY OF LUNA)

On this 27 day of December, 1966, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April, 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at Page 565, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June, 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

Notary Public

My Commission Expires: 6/14/69

State of New Mexico
County of Luna
I certify that this instrument was filed for
record at REC'D 1/14/69

DEC 28 1968

and recorded in book 2 of deeds
page 162-2.
Taylor & Associates Notary Public
Notary No. 42-16

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

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 of any building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon street line or to an interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part another lot.
 5. Easements for installation and maintenance of utilities will be limited to 10 feet.
 6. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
 7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence nor shall any privy be permitted, except during construction. All construction shall be completed within six months from the date of commencement.
 8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
 9. Animals except swine may be raised, kept or bred on any lot (See paragraph 6 above).
 10. No fence or wall except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer the front street than the front setback line.
 11. On corner lots, no side street fence or wall, except retaining walls of minimum height, shall be erected or allowed to remain nearer to the front street than the rear of the dwelling, nor nearer the side street than the property line.
 12. MECHANICAL VARIANCE: A two inch (.2") tolerance variation is by reason of mechanical variance of construction allowable for minimum distance requirements from interior lot lines.

SECTION VI — TRAILER UNITS

- (or T-1): All tracts in Units numbered 6, 38 and 48
1. None of said land shall be subdivided, nor shall any trailer, mobile home or similar wheeled transportable dwelling unit be placed on any lot having an area of less than 21,780 square feet.
 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 210 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 64, DEMING RANCHETTES, as recorded July 5, 1966, Luna County, New Mexico, and Unit 65, DEMING RANCHETTES, as recorded July 5, 1966, Luna County, New Mexico.

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

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

SELECT WESTERN LANDS INC.

By: Carter W. Kirk

Attorney-in-Fact

STATE OF NEW MEXICO)
COUNTY OF LUNA) ss

On this 5th day of July, 1966, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April, 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at Page 55, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June, 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

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 2:15 P.M.

JUL 22 1966

and recorded in book 65 of Deeds
page 423-5
Ruth A. Kirk County Clerk
Stacy M. Bryant Deputy
Reception No. 39811

SSS

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	UNIT No. 5
Tracts 10 to 24, incl., Block 19	
Tracts 17 to 22, incl., Block 12	UNIT No. 23
Tracts 19 to 24, incl., Blocks 7, 8, 9, 10 & 11	
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 Unit 61, DEMING RANCHETTES, as recorded June 7, 1966, Luna County, New Mexico.

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

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 8th day of June, 1966.

SELECT WESTERN LANDS INC.

By: Carter W. Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)
)
COUNTY OF LUNA) ss

On this 8th day of June, 1966, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April, 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at page 565, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June, 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

Notary Public

My Commission Expires:

STATE OF NEW MEXICO) ss
County of Luna)

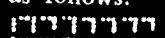
I certify that this instrument was filed for record at 1:00 P. M.

JUN 8 1966

and recorded in book 64 of Deeds
page 262-4
Ruth A. King County Clerk
Thelma McClellan Deputy
Reception No. 39038

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

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

Single Family Dwelling (or R-1)  Commercial (or C-1) 

Multiple Dwelling (or R-2)  Heavy Commercial (or C-2) 

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

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

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

1. No improvement shall be placed upon the subject property, which shall be closer than 60 feet to the Columbus road or road 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 Tracts 1 to 11, incl., Block 23	UNIT No. 3 UNIT No. 4

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

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

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

SECTION V — SINGLE FAMILY DWELLING

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 11th day of May, 1966.

SELECT WESTERN LANDS INC.

(Seal)

By: Carter W. Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)
)
COUNTY OF LUNA)

On this 11th day of May, 1966, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April, 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at Page 565, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June, 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

Torrence 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 11 1966

and recorded in book 63 of Duds
page 439-41
Patricia King County Clerk
Shirley A. Bright Deputy
Deception No. 38478

555

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

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

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 9th day of January, 1967.

(Seal)

SELECT WESTERN LANDS INC.

By:

Carterw.kirk

Attorney-in-Fact

STATE OF NEW MEXICO)
COUNTY OF LUNA) ss

On this 9th 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
pages 225-77
Ruth A. Fagin County Clerk
Clear Schmitt Deputy
Reception No 42546

**RECAPITULATION of RESTRICTIVE
COVENANTS on DEMING RANCHETTES**

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

Single Family Dwelling (or R-1)		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, 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

SINGLE FAMILY DWELLING
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.

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.
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 than the front setback line, nor nearer the side street than the property line.

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

SELECT WESTERN LANDS INC.

By Carter W. Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)
)
 ss
COUNTY OF LUNA)

On this 5th day of August, 1966, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April, 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at Page 565, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June, 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC. a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

Notary Public

My Commission Expires: 6/14/69

STATE OF NEW MEXICO }
County of Luna } ss.

I certify that this instrument was filed for record at 4:30 P.M.

AUG 22 1966

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

RESTRICTIVE COVENANTS IMPOSED

Upon Unit 67, DEMING RANCHETTES, as recorded October 3, 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 25, Township 24 South, Range 10 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in Recapitulation of Restrictive Covenants on Deming Ranchettes which is attached hereto and made a part hereof, shall apply to said real estate as the individual tracts may be designated on the plat of said property in accordance with the legend shown on said plat.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 13th day of October, 1966.

SELECT WESTERN LANDS INC.

(Seal)

By: Carter W. Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)
) ss
COUNTY OF LUNA)

On this 13th day of October, 1966, before me personally know to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April, 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at Page 565, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June, 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

Dorothy J. Anderson

My Commission Expires: 6/14/69

STATE OF NEW MEXICO } ss.
County of Luna }

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

OCT 14 1966

and recorded in book 66 of Deeds
pages 411-13.
J. Ruth A. King County Clerk
Carmen J. Thompson Deputy
Reception No. 40982

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

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

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and
seal this 19th day of December, 1966.

SELECT WESTERN LANDS INC.

(Seal)

By: Carter W. Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)
)
COUNTY OF LUNA)

ss

On this 19th day of December, 1966, before me personally known
to be the person described and appointed Attorney-in-Fact and by a
certain power of attorney executed by the President and Assistant
Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation
bearing the date of the 10th day of April, 1965, and recorded in
the Office of the County Clerk of Luna County, New Mexico, on the
26th day of May, 1965, in Book Two, Power-of-Attorney Record, at
Page 565, and in the Office of the County Clerk of Torrance County,
New Mexico, on the 1st day of June 1965, in Book 162, Miscellaneous
Records, at Page 20, the said CARTER W. KIRK, being the same person
who executed the foregoing instrument as Attorney-in-Fact in behalf
of SELECT WESTERN LANDS INC., a corporation, and acknowledged that
he executed the same as Attorney-in-Fact in behalf of said Corporation.

Dorothy J. Lindemann
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.

DEC 21 1966

and recorded in book 68 of Deeds
pages 104-6
Ruth O. King County Clerk
Paul Schulte Deputy
Reception No. 42178

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.

RESTRICTIVE COVENANTS IMPOSED

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

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

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

TRIPLE S LAND CORPORATION

BY: Carter W. Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)
)
COUNTY OF LUNA)

On this 8th day of February, 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, 1964

Notary Public

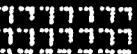
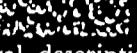
STATE OF NEW MEXICO) ss.
County of Luna)
I certify that this instrument was filed for
record at 1:15 P.M.

MAR 3 1964

and recorded in book 44 of Deeds
page 348-50
John Hough County Clerk
Ruth Clark Deputy
Reception No. 22372

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

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

IN WITNESS WHEREOF, the undersigned has hereunder set his hand
and seal this 25th day of June, 1965.

SELECT WESTERN LANDS INC.

BY: Carter W. Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)
) ss
COUNTY OF LUNA)

On this 25th day of June, 1965, before me personally known to
be the person described and appointed Attorney-in-Fact and by a
certain power of attorney executed by the President and Assistant
Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation
bearing the date of the 10th day of April, 1965, and recorded in
the Office of the County Clerk of Luna County, New Mexico, on the
26th day of May, 1965, in Book Two, Power-of-Attorney Record, at
page 565, and in the Office of the County Clerk of Torrance County,
New Mexico, on the 1st day of June, 1965, in Book 162, Miscellaneous
Records, at Page 20, the said CARTER W. KIRK, being the same person
who executed the foregoing instrument as Attorney-in-Fact in behalf
of SELECT WESTERN LANDS INC., a corporation, and acknowledged that
he executed the same as Attorney-in-Fact in behalf of said Corporation.

My Commission Expires 6-14-69

My Commission Expires:

Notary Public

STATE OF NEW MEXICO } ss.
County of Luna }

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

JUN 25 1965

* and recorded in book 53 of Deeds
page 49-51
John J. Taugher County Clerk
Carter W. Kirk Deputy
Reception No. 30294

Dolores H. Buntin



**RECAPITULATION of RESTRICTIVE
COVENANTS on DEMING RANCHETTES**

30286

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

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

On all plats of Deming Ranchettes filed prior to November 1, 1962, 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 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.

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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 14 day of February, 1966.

SELECT WESTERN LANDS INC.



By: Carter W. Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)
)
COUNTY OF LUNA)

On this 14 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 Deeds
page 82 - 3
Kurt J. Kirk County Clerk
James G. Longley Deputy
Reception No. 36246

T-6-1

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 4 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 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. 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 57, DEMING RANCHETTES, as recorded December 9, 1965,
Luna County, New Mexico.

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

IN WITNESS WHEREOF, the undersigned has hereunder set his hand
and seal this 9th day of December, 1965.

SELECT WESTERN LANDS INC.

By: Carter W. Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)
) ss
COUNTY OF LUNA)

On this 9th day of December, 1965, before me personally known
to be the person described and appointed Attorney-in-Fact and by a
certain power of attorney executed by the President and Assistant
Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation
bearing the date of the 10th day of April, 1965, and recorded in
the Office of the County Clerk of Luna County, New Mexico, on the
26th day of May, 1965, in Book Two, Power-of-Attorney Record, at
page 565, and in the Office of the County Clerk of Torrance County,
New Mexico, on the 1st day of June, 1965, in Book 162, Miscellaneous
Records, at Page 20, the said CARTER W. KIRK, being the same person
who executed the foregoing instrument as Attorney-in-Fact in behalf
of SELECT WESTERN LANDS INC., a corporation, and acknowledged that
he executed the same as Attorney-in-Fact in behalf of said Corporation.

Linda J. Clark
Notary Public

My Commission Expires:

1/14/69

STATE OF NEW MEXICO }
County of Luna } SS.

I certify that this instrument was filed for
record at 4:36 P. M.

DEC 9 1965

and recorded in book 59 of Deeds
page S 186-8.
Ruth G. King County Clerk
Carmen J. Gonzalez Deputy
Reception No. 35013

-1-

RECAPITULATION of RESTRICTIVE COVENANTS on DEMING RANCHETTES

350/3	
On all plats of Deming Ranchettes filed after November 1, 1962, the use designation and restrictions will be shown as follows:	
Single Family Dwelling (or R-1)	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

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.

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 59 and 60, DEMING RANCHETTES, as recorded March 16, 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 36, Township 25 South, Range 10 West, N.M.P.M., and tracts of land located in Section 32, Township 24 South, Range 9 West, N.M.P.M., all in Luna County, New Mexico, hereby declare Restrictive Covenants as contained in 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 24th day of March, 1966.

SELECT WESTERN LANDS INC.

By: Carter W. Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)
) ss
COUNTY OF LUNA)

On this 24th day of March, 1966, before me personally known to be the person described and appointed Attorney-in-Fact and by a certain power of attorney executed by the President and Assistant Secretary of SELECT WESTERN LANDS INC., a New Mexico Corporation bearing the date of the 10th day of April, 1965, and recorded in the Office of the County Clerk of Luna County, New Mexico, on the 26th day of May, 1965, in Book Two, Power-of-Attorney Record, at Page 565, and in the Office of the County Clerk of Torrance County, New Mexico, on the 1st day of June, 1965, in Book 162, Miscellaneous Records, at Page 20, the said CARTER W. KIRK, being the same person who executed the foregoing instrument as Attorney-in-Fact in behalf of SELECT WESTERN LANDS INC., a corporation, and acknowledged that he executed the same as Attorney-in-Fact in behalf of said Corporation.

Donald J. Geddes
Notary Public

My Commission Expires: 6/14/69

STATE OF NEW MEXICO }
County of Luna } S.S.

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

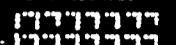
MAR 28 1966

and recorded in book 62 of Deeds
page 396-8
Beth A. Kirk County Clerk
Stanley J. Wright Deputy
Reception No. 37620

555

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	UNIT No. 3
Tracts 1 to 6, incl., & 41 to 46 incl., Block 1	UNIT No. 4
All of BLOCK 24	
Tracts 17 to 22 incl., & 23 to 26, incl., Block 18	UNIT No. 5
Tracts 10 to 24, incl., Block 19	
Tracts 17 to 22, incl., Block 12	UNIT No. 23
Tracts 19 to 24, incl., Blocks 7, 8, 9, 10 & 11	UNIT No. 24
Tracts 8, 9 & 10, Block 8 and all of Block 9	
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	UNIT No. 1
Tracts 22 to 27, incl., Block 5	
Tracts 16, 17, 26 and 27, Block 6	
Tracts 1 to 17, incl., & 28 & 29, Block 1	
Tracts 1 to 14, incl., Block 2	UNIT No. 2
Tracts 39 to 46, incl., Block 11	
Tracts 7, 8, 39 and 40, Block 12	
Tracts 13, 14, 33 and 34, Block 1	
Tracts 1 to 8, incl., Block 2	UNIT No. 3
Tracts 7, 8, 39 and 40, Block 1	
Tracts 1 to 11, incl., Block 23	UNIT No. 4

Tracts 24 to 31, incl., Block 17	UNIT No. 5
Tracts 15, 16, 17, 28, 29 and 30, Block 18	
Tracts 9 and 25, Block 19	
Tracts 16 and 23, Block 12	UNIT No. 23
Tracts 18 and 25, of Blocks 7, 8, 9, 10 and 11	
Tracts 7 and 11 to 18, incl., Block 8	UNIT No. 24
Tracts 11 and 34, Block 13	
Tracts 23 to 38, 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 55, DEMING RANCHETTES, as recorded May 3, 1965, Luna County, New Mexico.

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

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

TRIPLE S LAND CORPORATION

BY: Carter W. Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)
COUNTY OF LUNA) ss

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

My Commission Expires:

October 26, 1966

Jurine Jocelyn
Notary Public

STATE OF NEW MEXICO
County of Luna } ss.
I certify that this instrument was filed for
record at 1:30 P.M.

MAY 13 1965

and recorded in book 51 of Deeds
page 53-5
Robert Stogdell County Clerk
Ruth Miller Deputy
Receipt No. 29002

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	[S A N C T U A R Y]

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 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 3	
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 6, 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, 31, 32, 33, 34, 35
Tracts 15, 16, 17, 18, 19, 20, 21, 22, 23
Tracts 9 and 25, Block 13

UNIT No. 5

Tracts 16 and 22, Block 12
Tracts 18 and 19, Block 7, 8, 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 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 } ss
COUNTY OF LUNA)

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

Dwight Donaugh
Notary Public

STATE OF NEW MEXICO } ss.
County of Luna }

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

SEP 24 1964

and recorded in book 47 of Deeds
page 38-40
Johnny Blough County Clerk
Kathy Blough Deputy
Reception No. 25216

Deming Ranchette
Box 917

25216

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

25216

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

1. 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

Doris Daryl
Notary Public

STATE OF NEW MEXICO } ss.
County of Luna }

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

OCT 9 1964

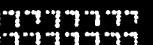
and recorded in book 47 of Deeds
page 146-8
John T. Spence County Clerk
Carmen J. Gonzalez Deputy
Reception No. 45419

3-127

**RECAPITULATION of RESTRICTIVE
COVENANTS on DEMING RANCHETTES**

95-419

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

25419

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.

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
25th day of 2003.

Print Name of Grantor

GARY SERINO

Signature of Grantor

Jerry Ferrary

State of New Jersey

10

ACKNOWLEDGMENT

County of Ocean

On this 25th Day of April, 2003, before me, the undersigned Notary
Public personally appeared SATRUS SERINO.

Known to me to be the individual(s) who executed the foregoing
acknowledge the same to be his (her) (their) free act and deed.

Notary Public Nicole J. Ferraro
My Commission Expires:

My Commission Expires:

NICOLE J. FERRARO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 7/30/2006

STATE OF NEW MEXICO
County of Luna

I certify that this instrument was filed
for record at 12:06 P.M.

MAY - 2, 2007

Reception N
National Park

W A R R A N T Y D E E D

Dennis Mack, for consideration |paid, grant to:

KATHERINE E. KELP AND DONALD G. KELP, AS JOINT TENANTS

whose address is:

778 W. RIVER ROAD, TEAVERSE CITY, MI 49686

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

UNIT 71, BLOCK 20, LOTS 9,10,11 AND 12
with warranty covenants

Witness my hand this 23rd day of September, 2003

 Dennis Mack

ACKNOWLEDGEMENT FOR NATURAL PERSONS

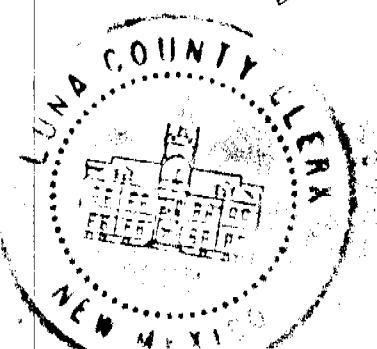
STATE OF NEW MEXICO)
COUNTY OF GRANT) ss.
P U B L I C)

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

My commission expires: 10-04-03

Jeanne 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 <u>10:42A</u> : M.	
DEC 15 2003	
Reception No. <u>2003-07059</u> Natalie Sanchez (County Clerk) <u>Amber Soddy</u> Deputy	



262

RESTRICTED COVENANTS IMPOSED

18412

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 9th day of April, 1963.

TRIPLE S LAND CORPORATION

By Carter W. Keck
 Attorney-in-Fact

STATE OF NEW MEXICO)
 COUNTY OF LUNA) ss

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

Tina Drazf
 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 Deeds,
 page 263-4
Jeanie Hayes County Clerk
Ruth A. Kline Deputy
 Reception No. 18472

RESTRICTIVE COVENANTS IMPOSED

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

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

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

TRIPLE S LAND CORPORATION

By: Carter W. Kirk
Attorney-in Fact

STATE OF NEW MEXICO)
 ss
COUNTY OF LUNA)

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

My Commission Expires:
October 26, 1966

John D. Deaf
Notary Public

STATE OF NEW MEXICO /
 County of Luna \ SS.
I certify that this instrument was filed for
record at 10:34 A.M.

FEB 15 1963

and recorded in book 40 of Deeds
page 480-82
John J. Knight County Clerk
Carmen J. Gonzales Deputy
Record No. 176.94

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	UNIT No. 5
Tracts 10 to 24, incl., Block 19	
Tracts 17 to 22, incl., Block 12	UNIT No. 23
Tracts 19 to 24, incl., Blocks 7, 8, 9, 10 & 11	
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

17694

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)	
COUNTY OF LUNA)	ss

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:

Jan 26, 1966

John Draaf
Notary Public

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 268-70
C. J. Atchera County Clerk
John O'Bragh Deputy
Reception No 17144

**RECAPITULATION of RESTRICTIVE
COVENANTS on DEMING RANCHETTES**

17144

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 [S S S S]

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

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

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

SECTION II — COMMERCIAL (or C-1)

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	17144
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.

* NOTE

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

RESTRICTIVE COVENANTS IMPOSED

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

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

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

TRIPLE S LAND CORPORATION

BY: Carter W. Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)
)
COUNTY OF LUNA)

On this 8th day of February, 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, 1964

Notary Public

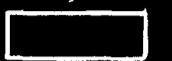
STATE OF NEW MEXICO) ss.
County of Luna)
I certify that this instrument was filed for
record at 1:15 P.M.

MAR 3 1964

and recorded in book 44 of Deeds
page 348-50
John Hough County Clerk
Ruth Clark Deputy
Reception No. 22-372

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 Tracts 1 to 11, incl., Block 23	UNIT No. 3 UNIT No. 4

RESTRICTIVE COVENANTS IMPOSED

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

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

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

TRIPLE S LAND CORPORATION

BY: Carter W. Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)
 ss
COUNTY OF LUNA)

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

My Commission Expires:
October 26, 1966

Doris D. Maef
Notary Public

STATE OF NEW MEXICO }
 County of Luna } ss.
I certify that this instrument was filed for
record at 11:40 A.M.

AUG 22 1963

and recorded in book 42 of Deeds
page 310 - 312
John F. Thompson County Clerk
Ruth King Deputy
Reception No. 19915

**RECAPITULATION of RESTRICTIVE
COVENANTS on DEMING RANCHETTES**

19915~

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 Tracts 1 to 11, incl., Block 23	UNIT No. 3 UNIT No. 4

1971S*

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

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

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

TRIPLE S LAND CORPORATION

By: Carter W. Kirk
Attorney-in-Fact

STATE OF NEW MEXICO)
) ss
COUNTY OF LUNA)

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

My Commission Expires:

June 3, 1963
Notary Public

My Commission Expires 10-26-66

STATE OF NEW MEXICO }
County of Luna } ss.

I certify that this instrument was filed for record at 10:09 A.M.

DEC 3 1962

and recorded in book 40 of Deeds
page 11-13
C.R. Hughes County Clerk
Ruth Rung Deputy
Reception No. 16689

**RECAPITULATION of RESTRICTIVE
COVENANTS on DEMING RANCHETTES**

16689

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 700 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.

Ex 907

**RESTRICTIVE COVENANTS
IMPOSED**

12 031

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

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

1. None of said land shall be subdivided, nor shall any dwelling be erected or placed on any lot having an area of less than 21,780 square feet.
 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars, except that guest houses or quarters for help may be detached and outbuildings required for housing of animals permitted.
 3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of open porches and garages, shall be less than 600 square feet. Area of guest houses and service quarters may be less.
 4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
 5. Easements for installation and maintenance of utilities will be limited to 10 feet.
 6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
 7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence nor shall any privy be permitted, except during construction. All construction shall be completed within six months from the date of commencement.
 8. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then lot owners of the lots has been recorded agreeing to change said covenants in whole or in part.
 9. Enforcement shall be proceedings at law or in equity against any person or persons violative or attempting to violate any covenant either to restrain violation or to recover damages.

12032

9. Enforcement shall be by proceedings at law or in equity against any person or persons violative or attempting to violate any covenant either to restrain violation or to recover damages.
 10. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
 11. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
 12. Raising, keeping or breeding of animals which may constitute a nuisance is forbidden, nor may swine be raised, kept or bred on any lot.
 13. No fence or wall except necessary retaining walls of minimum height shall be erected or allowed to remain nearer the front street than the front lot line.
 14. A two inch (2") tolerance variation is by reason of mechanical variances of construction allowable for minimum distance requirements from interior lot lines.

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

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

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

Lots 1 to 6, inclusive and 41 to 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: Leis Fierma
Assistant Secretary

TRIPLE S, LAND CORP.

By: 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 } SS.
County of Luna }

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 9:37 A.M.
and recorded in Book 36 of Deeds Page 363-4

C. R. Hough County Clerk
Jane Hough Deputy

Reception No. 12032

RESTRICTIVE COVENANTS**ENCLOSURE****14625**

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

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

Upon Blocks One (1) to Six (6), inclusive, UNIT NO. 41, DEMING RANCHETTES, as recorded May 7, 1962.

All of the above are recorded in the Office of the County Clerk, Luna County, New Mexico.

The undersigned, Triple S Land Corp., Martin Atkin, Vice-President, being the owners of tracts of land located in Sections 26, 27 and 32, Township 23, South, Range 7 West, N. M. P. M. and Section 26, Township 24 South, Range 9 West, N. M. P. M., and Sections 8 and 20, Township 25 South, Range 8 West, N. M. P. M. and Section 33, Township 24 South, Range 8 West, N. M. P. M., all being in Luna County, New Mexico, hereby declares the following Restrictive Covenants shall apply to that portion of said real estate as hereinbefore described:

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

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence nor shall any privy be permitted except during construction. All construction shall be completed within six months from the date of commencement.
8. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then lot owners of the lots has been recorded agreeing to change said covenants in whole or in part.
9. Enforcement shall be proceedings at law or in equity against any person or persons violative or attempting to violate any covenant either to restrain violation or to recover damages.
10. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.
11. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
12. Raising, keeping or breeding of animals which may constitute a nuisance is forbidden, nor may swine be raised, kept or bred on any lot.
13. A two (2") tolerance variation is by reason of mechanical variances of construction allowable for minimum distance requirements from interior lot lines.

IN WITNESS WHEREOF, the undersigned have hereunder set their hands and seals this 17th day of May, 1962.

ATTEST:

By: Lori Kenna
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 27th 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

STATE OF NEW MEXICO } ss.
County of Luna

I certify that this instrument was filed for record at 9:15A.M.

E. Lorraine Brooks
Notary Public

MAY 14 1962

and recorded in book 38 of Deeds
page 195-16
C. P. Bergner County Clerk
John G. Gandy Deputy
Reception No. 14625

Domingo Banchette
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:

BY Lois Kenne
Assistant Secretary

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

TRIPLE S LAND CORPORATION

BY Martin Atkin
Vice President

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 38 of Deeds
page 98-100
C. B. Shepler County Clerk
J. H. Hayes Deputy
Reception No. 14397

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

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 29th day of March, 1962.

ATTEST:

BY: Lee Turner
Assistant Secretary

TRIPLE S LAND CORP.

BY: Walter A. Smith
Vice-President

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) SS

The foregoing instrument was acknowledged before me this
29th day of March, 1962, by Walter A. Smith
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, 1962

E. L. Turner, Clerk
Notary Public

STATE OF NEW MEXICO } SS.
County of Luna }

I certify that this instrument was filed for
record at 11:00 M.

APR 3 1962

and recorded in book 38 of Deeds
page 31-32
L. E. Turner County Clerk
John Smith Deputy
Reception No. 14128

RECORDING OF RECORDS
HEREIN FOLLOWS A LIST OF THE RESTRICTIVE COVENANTS & REC'D. IN THE
RECORDING OFFICE OF THE COUNTY CLERK, LUNA COUNTY, NEW MEXICO,
AS OF MARCH 5, 1962.
THESE COVENANTS ARE IMPOSED ON THE LAND DESCRIBED
AS FOLLOWS:
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 14 day of March, 1962.

ATTEST:

TRIPLE S LAND CORP.

By: Lori Trenna
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 } ss.
County of Luna }

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

MAR 15 1962

and recorded in book 37 of Deeds
page 433-4
C. G. Hughes County Clerk
Ruth King 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.

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

IN WITNESS WHEREOF, The undersigned have hereunder set their hands and seals this 19th day of February, 1962.

ATTEST

TRIPLE S LAND CORPORATION

By Lou Kenna

Assistant Secretary

By Martin A. Atkin

Vice President

STATE OF NEW MEXICO }
COUNTY OF LUNA } ss.

The foregoing instrument was acknowledged before me this 19th day of February, 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:

2/24/63

Page 2 of 2 pages

STATE OF NEW MEXICO }
County of Luna } ss.

I certify that this instrument was filed for record at 1:05 P.M.

FEB 20 1962

and recorded in book 37 of Deeds
page 325-16
C. R. Martinez County Clerk
John Abrey Deputy
Reception No. 13475

112 W. Pine

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 here-
inbefore 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:

BY: Felix Kenna
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
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 39 cf Deeds
page 163-4
C. G. Hughes County Clerk
Gordon Knott Deputy
Reception No. 15807

Living Branchito

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: Luis Kenna
Assistant Secretary

By: Malvina Atherton
Vice President

STATE OF NEW MEXICO)
COUNTY OF Luna) ss

The foregoing instrument was acknowledged before me this 10th day of September, 1962, by Malvina Atherton, 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:

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. Shugis County Clerk
John Shugis Deputy
Reception No. 15-964

Box 502

RESTRICTED COVENANTS IMPOSED

15-210

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

By

Les Yerma

Assistant Secretary

TRIPLE S LAND CORPORATION

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 Atkin
 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 } ss.
 County of Luna }

I certify that this instrument was filed for
 record at 1:42 P.M.

AUG 20 1962

and recorded in book 39 of Deeds
 page 165-6
C. G. Shaffer County Clerk
J. H. Ranch Deputy
 Reception No. 15210

D. W. Parmenter

RESTRICTIVE COVENANTS
IMPOSED

152 36

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 unplatte 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: Lei 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 } ss.
County of Luna

I certify that this instrument was filed for record at 11:00A.M.

JUL 6 1962

and recorded in book 38 of Deeds
page 426-7 County Clerk
R. G. Foster Deputy
Ruth K. Foster Reception No. 15236

RESTRICTED COVENANTS IMPOSED

15283

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

The undersigned, Triple S Land Corporation, Martin Atkin, Vice President, being the owners of a tract of land located in Section 29, Township 24 South, Range 9 West, N.M.P.M., in Luna County, New Mexico, hereby declares the following Restrictive Covenants shall apply to that portion of said real estate as hereinbefore described:

1. None of said land shall be subdivided, nor shall any trailer, mobile home or similar wheeled transportable dwelling unit be placed on any lot having an area of less than 21,780 square feet.
2. No tract shall be used except for residential purposes.
3. No trailer, mobile home or similar wheeled transportable dwelling unit shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line or to an interior lot line.
4. Easements for installation and maintenance of utilities will be limited to 10 feet.
5. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
6. No structure of a temporary character, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence nor shall any privy be permitted.
7. Owner shall be permitted to erect a covered, screened, or glassed patio which shall not exceed the square footage of the trailer or 240 square feet, whichever is larger.
8. An outside storage room or space will be permitted on each tract, but not to exceed 8 feet in height nor 80 square feet in area, and must be of painted block or block-stucco construction.
9. No more than one trailer may be used as a residence on any one tract.
10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then lot owners of the lots has been recorded agreeing to change said covenants in whole or in part.
11. Enforcement shall be by proceeding at law or in equity against any person or persons violative or attempting to violate any covenant either to restrain violation or to recover damages.
12. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
13. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

14. No swine may be raised, kept or bred on any lot.
15. No fence or wall except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer the side street nor nearer the front street than the property line.

IN WITNESS WHEREOF, The undersigned have hereunder set their hands and seals this 6th day of July, 1962.

ATTEST

By

Lois Kenna

Assistant Secretary

TRIPLE S LAND CORPORATION

By

Martin Atkins

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 Atkins, 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 } ss.
County of Luna }

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. Shantz County Clerk
John Atkins Deputy
Reception No. 15283

Box 907

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:

BY: Lois Kenna
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
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 10:00 A.M.

JUL 20 1962

and recorded in book 38 of Deeds
page 476-7
T. R. Ferguson County Clerk
John G. Schaefer Deputy
Reception No. 15571

RESTRICTIVE CONVENTIONS
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.

ATTEST

By Martin Allen
Vice President

By Lis Trenna
Secretary

STATE OF NEW MEXICO } SS.
County of Luna }

I hereby certify that the within instrument in writing was filed for record in my office on the 21 day of Dec. A.D. 1961 at 1:45 P.M.
and recorded in Book 37 of Leeds Page 94-6

R. Lujan County Clerk
Judith King Deputy

Reception No. 12599

87

RESTRICTIVE COVENANTS
IMPOSED

12600

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 herein-after 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 herein-after 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.

ATTEST
TRIPLE S LAND CORP.

By Merton Atter
Vice-President

By Lei Kenna
Secretary

STATE OF NEW MEXICO } SS.
County of Luna }

I hereby certify that the within instrument in writing was filed for record in my office on the 21 day of Dec. A.D. 1961 at 1:42 P.M.
and recorded in Book 31 of Deeds Page 228

C. R. Hughes County Clerk
Buck 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.

133/5

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:

By: Lori Kenna
Assistant Secretary

TRIPLE S LAND CORP.

By: Martin Akin
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 Akin, 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



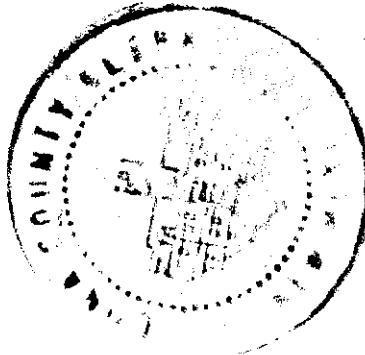
(3)

Deed Restrictions

AHP Project # 2006B0929

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

THE STATE OF NEW MEXICO
COUNTY OF LUNA



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

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

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

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

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

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

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

2. The Bank is to be given notice of any sale or refinancing of the Property that occurs during the Retention Period.
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

17904
LATA

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

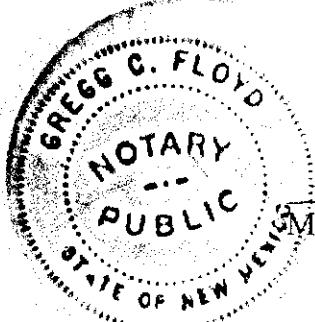
By: Fred B. Munoz
Fred B Munoz, Owner

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).



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

Gregg C. Floyd
Signature-Notary Public, State of NM
Gregg C. Floyd
Printed Name
Notary Public, State of New Mexico

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 number 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 N $\frac{1}{2}$ of Sections 7 and 8, T26S, R7W, N.M.P.M., and the N $\frac{1}{2}$ N $\frac{1}{2}$ 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, 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.

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.

2

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal
this 26th 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 26th 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 A. 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 Deeds
page 1-2
Ruth A. King County Clerk
Deputy
Reception No. 61655

S.W.L.

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)	<input type="checkbox"/>	Commercial (or C-1)	<input checked="" type="checkbox"/>
Multiple Dwelling (or R-2)	<input checked="" type="checkbox"/>	Heavy Commercial (or C-2)	<input checked="" type="checkbox"/>
Professional—Apartment (or O-1)	<input checked="" type="checkbox"/>	Parks & Public Grounds	<input checked="" type="checkbox"/>

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 3 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

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

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

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 79 of Deeds page 708-10
Tenn.iffitt, County Clerk Clara Schutz, Deputy - Reception No. 66736

3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 800 square feet.

4. No building shall be located on any building plot nearer than 35 feet to the front lot line, nor nearer than 25 feet to any side street or to an interior lot line which constitutes boundary between ownership. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of any building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

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

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

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

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

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

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

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

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

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

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

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

3. No trailer, mobile home or similar wheeled transportable dwelling unit shall be located on any building plot nearer than 35 feet to the front lot line, nor nearer than 25 feet to any side street line or to an interior lot line which constitutes boundary between ownership.

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

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

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

7. Owner shall be permitted to erect a covered, screened, or glassed patio which shall not exceed the square footage of the trailer or 360 square feet, whichever is larger, and a carport or garage for not more than two cars.

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

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

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

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

EXCEPTIONS:

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

The following shall apply to all of the above:

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

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

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

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.

My Commission Expires: 6/14/73

Dorothy J. Anderson
Notary Public

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.

Serinda 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 9:55 A.M.

AUG 31 1971

and recorded in book 83 of Deeds
page 83-5
Jesse Abbott County Clerk
Frank Schatz Deputy
Reception No. 67315

5WL

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.

G.W.H.

MOBILE HOME RESTRICTIONS: shall be imposed as follows upon:

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

1. None of said land shall be subdivided, nor shall any trailer, mobile home or similar wheeled transportable dwelling unit be placed on any lot having an area of less than 21, 780 square feet.
2. No tract shall be used except for residential purposes.
3. No trailer, mobile home or similar wheeled transportable dwelling unit shall be located on any building plot nearer than 35 feet to the front lot line, nor nearer than 25 feet to any side street line or to an interior lot line which constitutes boundary between ownership.
4. Easements for installation and maintenance of utilities will be limited to 10 feet.
5. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
6. No structure of a temporary character, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence nor shall any privy be permitted.
7. Owner shall be permitted to erect a covered, screened, or glassed patio which shall not exceed the square footage of the trailer or 360 square feet, whichever is larger, and a carport or garage for not more than two cars.
8. An outside storage room or space will be permitted on each tract, but not to exceed 8 feet in height nor 80 square feet in area, and must be of painted block, block-stucco, stained or painted hardboard, frame, aluminum or plywood exterior.
9. No more than one trailer may be used as a residence on any one tract.
10. Mobile home dwellings must have wells, in lieu of community water source, and septic tanks, both meeting requirements of New Mexico Health and Social Services Department.
11. Animals except swine may be raised, kept or bred on any lot (see paragraph 5 above).

EXCEPTIONS:

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

The following shall apply to all of the above:

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

IN WITNESS WHEREOF, the undersigned has hereunder set its hand and seal
this 1st day of November, 1971

SELECT WESTERN LANDS INC.

By: Carterwitz

Attorney-in-Fact

STATE OF NEW MEXICO)
County of Luna) ss.

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

My Commission Expires: 6/14/73

Suey J. Anderson
Notary Public



STATE OF NEW MEXICO }
County of Luna } ss.

I certify that this instrument was filed for record at 9:25A M.

NOV 1 1971

and recorded in book 83 of Deeds
page 592-93
Jeanne P. Johnson County Clerk
Deputy
Reception No 67868