

RESTRICTIVE COVENANTS AND EASEMENTS

Robert Cody Burson, the owner of the tract of land described as Berrendo River Estates, particularly described as follows:

A Tract of Land Being Situate in Section 22, Township 10 South, Range 24 East, Chaves County, New Mexico, N.M.P.M., Being Further Described as Follows:

Beginning at The Northwest Corner of Section 22; Thence S 80°44'18" E a Distance of 888.43 Feet to The True Point of Beginning; Thence S 87°07'51" E a Distance of 443.11 Feet to a Point; Thence S 01°58'58" W a Distance of 224.68 Feet to a Point; Thence S 75°18'03" E a Distance of 972.83 Feet to a Point; Thence S 87°07'01" E a Distance of 937.36 Feet to a Point; Thence S 01°37'26" E a Distance of 1465.72 Feet to a Point; Thence S 89°50'49" W a Distance of 1947.21 Feet to a Point; Thence N 00°34'19" E a Distance of 317.63 Feet to a Point; Thence S 89°53'36" W a Distance of 424.44 Feet to a Point; Thence N 00°33'31" E a Distance of 47.51 Feet to a Point; Thence N 89°50'49" E a Distance of 29.71 Feet to a Point; Thence N 00°25'00" E a Distance of 641.78 Feet to a Point; Thence S 89°38'00" W a Distance of 27.45 Feet to a Point; Thence N 00°26'00" E a Distance of 1005.08 Feet to the True Point of Beginning; Containing 85.000 Acres, More or Less.

hereinafter called "the Premises", makes the following declarations as to the limitations, restrictions and uses to which the Premises, or any lots or tracts hereinafter conveyed from the Premises, may be put and specifies that such declarations shall constitute covenants to run with all the land, and shall be binding on all future owners of tracts within the Premises and all persons deriving title from or through the undersigned. The undersigned has executed and filed this declaration of restrictions for the purpose of keeping the land comprising the Premised desirable, uniform and suitable in architectural design and use as specified herein. The undersigned, for itself and its successors and assigns, hereby declares that all lots or tracts comprising the Premises are hereby restricted by the following covenants under the following conditions and terms:

1. No utility poles, lines or overhead wires shall be permitted on the Premises, or any lot therein, except as may be in existence on January 1, 1998. In lieu of such placement, underground conduits for wires, and pipes for water, gas and other utilities shall be used. The maximum height of poles, antennae or other such structure shall not exceed six feet (6') above the residential structure.
2. Except as otherwise provided herein, the Premises shall be used only for residential purposes and for single family houses. No manufactured or prefabricated housing units shall be permitted.

3. No structure shall be erected, altered or placed upon, or permitted to remain upon each lot comprising the Premises, other than one detached single family dwelling not to exceed two stories in height above the ground, plus roof pitch. In addition, each lot may have a livestock barn, private garage, or one other outbuilding incidental to residential use of the tract (which may include a separate building for servants, storage, or similar use). Said garage or outbuilding must be located within forty feet (40') of the primary residence; provided, however, such outbuilding shall be of construction and architectural type similar to the residence on each lot. No rental arrangements shall be permitted.

4. Any outbuilding must be of new construction grade material and shall not exceed the square footage of the residence.

5. Any residence or home erected on the Premises, or any portion thereof or lot therein, shall contain a minimum ground level of 2200 square feet of heated living area. Basement and upper story floor areas are excluded from minimum square footage requirements.

6. There shall be no commercial use of the Premises, or any lot therein.

7. No trailer, mobile home, tent, shack or barn shall at any time be placed on a lot within the Premises or used as a residence; nor shall any residence of a temporary character be erected or permitted to remain on a lot in the Premises. However, contractors may use a temporary building during the course of construction.

8. Any structure that may be built under these restrictions shall be completed no later than one (1) year following commencement of construction.

9. No commercial feeding of livestock and no commercial livestock operation of any kind shall be permitted on any of the lots comprising the Premises. Corrals, dog runs and other fenced enclosures will not exceed, in the aggregate, two acres (including the barn and any outbuilding). Livestock and pets will be limited to domestic pets (e.g., dogs, cats and household pets) and ranch animals (such as horses, cows and sheep). All corrals, dog runs and other enclosures shall be kept clean and shall not be allowed to become a health hazard. Due to the fragile nature of the natural terrain, all livestock on any portion of the Premises must be contained within the corral, dog run or residential yard. No lot owner shall keep or permit to be kept on his lot any hogs or fowl.

10. No inoperable, unsightly motor vehicles shall be permitted to remain upon any area within the Premises unless placed or maintained within a garage or enclosed area. No signs, billboards or advertising devices of any kind, except that advertising a portion of the Premises for sale, shall be placed or allowed on a lot within the Premises.

11. No residence, outbuilding, appurtenance or septic tank shall be constructed or located less than 60' from any exterior lot line of any lot within the Premises, except as provided in Paragraph 3 hereinabove. No fences constructed of solid material (e.g., cinder block, rock, brick or adobe) shall

be constructed on or within 10' of the exterior boundary of a lot within the Premises; provided, however, this shall not prohibit solid fencing around the residence and landscaped area.

12. Garbage must be contained and disposed of in such fashion and frequency as not to create a health hazard, noxious odor or unsightly condition.

13. To encourage and promote water conservation measures, all residences shall be plumbed with low-flow (1.6 gallons) toilets and shower heads (2.5 gpm) and a minimum of two (2) 1000 gallon two-compartment septic tanks.

14. No owner of property within the Premises shall use the Premises, or any lot therein, as a dumping ground for trash and rubbish. Trash, garbage and other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall not be allowed to become unsightly or noxious.

15. Certain lots of the Subdivision contain easements in favor of adjacent property owners, utility companies or Chaves County for the installation and maintenance of the services provided or owned by the property owners, utility companies or Chaves County. Exact location of said easements is shown on the plat of Subdivision which is hereby incorporated by reference as recorded. Each lot owner shall keep said easements free and clear of all buildings and other obstructions or fences, (except for perimeter fences), and no lot owner shall be compensated in any manner for use of said easement.

16. No tracts sold from the Premises shall encompass an area of less than five (5) acres.

17. The covenants, conditions and restrictions contained in this instrument are to run with the land and shall be binding upon all parties and all persons claiming under or from the undersigned for a period of twenty (20) years from the date that this instrument is recorded, after which time such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the owners of a majority of the acreage within the Premises has been recorded, agreeing to change such covenants, conditions and restrictions in whole or in part.

18. Any grantee or grantees purchasing lands within the Premises agree that all of the covenants, conditions and restrictions contained in this deed shall be inserted in full (or incorporated by reference within) all future deeds and conveyances wherein a portion of or all of the Premises is conveyed.

19. If a covenant, conditions or restriction contained in this instrument, or any portion thereof, is held by a court of competent jurisdiction to be invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction contained in this instrument. Should any person employ counsel to enforce any of the foregoing restrictions or covenants, all costs incurred in enforcing the same, including reasonable attorneys' fees, shall be paid by the owner or owners of such lot or lots who are determined to have breached any of the provisions of these restrictive covenants.

20. The covenants, conditions and restrictions on any lot or tract in the Premises may be removed or changed only by written consent, duly acknowledged and recorded, of the undersigned corporation or (after one or more lots within the Premises are conveyed by it) the owner of a majority of the lots comprising the Premises for which the covenants, conditions and restrictions are sought to be removed or changed.

21. It is expressly understood and agreed that the several restrictive covenants contained in this instrument shall attach to and run with the land, and it shall be lawful not only for the undersigned, and its successors and assigns, but also for the owner or owners of any lot or tract within the Premises deriving title from or through the undersigned, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate a restrictive covenant set forth herein.

Dated this 28th day of October, 1998.

Robert Cody Burson
(Owner's Name)

By Robert Cody Burson

STATE OF NEW MEXICO)
COUNTY OF CHAVES)

This foregoing document was acknowledged before me this 28th day of October 1998 by Robert Cody Burson.

[Signature]
Notary Public

State of New Mexico, } SS	
County of Chaves }	
FILED FOR RECORD	
AT 11:47	DEC 10 1998
and recorded in book <u>352</u> page <u>955</u>	
Rhoda Goodloe County Clerk	
Deputy	

#176023 Fee: \$13.00

Smith Engineering Co

PO Box 2565

Roswell, NM 88202