

COVERING

Pitchford & Stephenson

These covenants are to run with the land described as CECILIA, a subdivision in Valencia County, New Mexico, as shown and designated in the Plat thereof filed in the office of the Valencia County Clerk, until _____, at which time said covenants and restrictions are to be automatically extended for two successive periods of ten years each, unless by a vote of a majority of the then owners of lots it is agreed that said covenants and restrictions may be changed in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from doing so or to recover damages or any other dues from such violation. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. The natural beauty of the land must be preserved and maintained.
2. No junk cars, trucks or junk mechanical equipment of any kind may be parked or placed on the property at any time.
3. No trash, junk, or waste of any kind is to be deposited or left on land except in sanitary containers.
4. No tar-paper shacks or dilapidated unkept trailers or buildings of any kind are to be constructed or placed on the property. Trailers, cabins and outbuildings are to be of professional quality and workmanship. They are to be pleasing to the eye and are to be adequately maintained.
5. No building shall be located on any lot nearer than thirty five (35) feet to the center line of the road running along the front lot line, nor nearer than thirty five (35) feet to the center line of any side street, nor nearer than ten (10) feet to any side lot line.
6. No obnoxious, noisy or offensive business or commercial ventures may be conducted on the premises. Non-obnoxious businesses are permitted, however, written approval for commercial ventures must be obtained from Pitchford-Stephenson Partnership.
7. No mining will be permitted.
8. Butane tanks and water-storage tanks must conform to State Code regulations and will be located so as not to distract from the appearance of any lot.
9. No lot may be subdivided nor may a portion of a lot be sold except a lot containing ten (10) or more acres may be subdivided into portions, each containing five (5) or more acres, and either of the portions may be sold separately.
10. Livestock shall be confined in suitable enclosures and kept in sanitary condition.

WITNESS my hand this 10 day of November, 1979.

Pitchford & Stephenson
Partnership
By Robert B. Stephenson

NOT. G. FILE 2-57
203 PG 415
DIACOR REC'D
NOV 10 1979

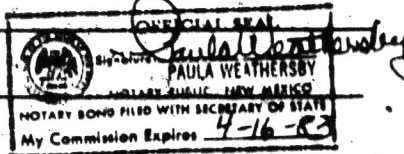
STATE OF NEW MEXICO)
COUNTY OF VALENCIA) ss

BOOK 253 PAGE 9405

The foregoing instrument was acknowledged before me this 6 day of November, 1979, by Robert B. Stephenson

My commission expires: _____

Notary Public



STATE OF NEW MEXICO)
COUNTY OF VALENCIA) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1978, by _____ of _____

a _____ Corporation, on behalf of said corporation
My commission expires _____

Notary Public

Pitchford & Stephenson

Green Land & Water Title

RESTRICTIVE COVENANTS
COVERING

20151

These covenants are to run with the land described as CECILIA, a subdivision in Valencia County, New Mexico, as shown and designated on the Plat thereof filed in the office of the Valencia County Clerk, November 6, 1979, until November 6, 1989, at which time said covenants and restrictions are to be automatically extended for two successive periods of ten years each, unless by a vote of a majority of the then owners of lots it is agreed that said covenants and restrictions may be changed in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from doing so or to recover damages or any other dues from such violation. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. The natural beauty of the land must be preserved and maintained.
2. No junk cars, trucks or junk mechanical equipment of any kind may be parked or placed on the property at any time.
3. No trash, junk, or waste of any kind is to be deposited or left on land except in sanitary containers.
4. No tar-paper shacks or dilapidated unkept trailers or buildings of any kind are to be constructed or placed on the property. Trailers, cabins and outbuildings are to be of professional quality and workmanship. They are to be pleasing to the eye and are to be adequately maintained.
5. Any building shall be located on any lot nearer than thirty five (35) feet to the center line of the road running along the front lot line, nor nearer than thirty five (35) feet to the center line of any side street, nor nearer than ten (10) feet to any side lot line.
6. No obnoxious, noisy or offensive business or commercial ventures may be conducted on the premises. Non-obnoxious businesses are permitted, however, written approval for commercial ventures must be obtained from Pitchford-Stephenson Partnership.
7. No mining will be permitted.
8. Butane tanks and water-storage tanks must conform to State Code regulations and will be located so as not to distract from the appearance of any lot.
9. No lot may be subdivided nor may a portion of a lot be sold except a lot containing ten (10) or more acres may be subdivided into portions, each containing five (5) or more acres, and either of the portions may be sold separately.
10. Livestock shall be confined in suitable enclosures and kept in sanitary condition.

THIS INSTRUMENT IS BEING RE-RECORDED TO STATE INITIAL TERM OF RESTRICTIONS.

WITNESS my hand this 10 day of November, 1979.

Pitchford & Stephenson
Partnership
by Robert B. Stephenson

- Book 253 Page 9756

STATE OF NEW MEXICO)
COUNTY OF VALENCIA) ss
The foregoing instrument was acknowledged before me this 10 day of November, 1979, by Robert B. Stephenson

My commission expires: _____

Notary Public

OFFICIAL SEAL
Signature: Paula Weathersby
PAULA WEATHERSBY
NOTARY PUBLIC, NEW MEXICO
NOTARY BOND FILED WITH SECRETARY OF STATE
My Commission Expires 4-16-83

STATE OF NEW MEXICO)
COUNTY OF VALENCIA) ss
The foregoing instrument was acknowledged before me this _____ day of _____, 1978, by _____

_____ of _____ Corporation, on behalf of said corporation
My commission expires _____
Notary Public