

STATE OF NEW MEXICO 207  
 County of Grant  
 I hereby certify that this instrument  
 was filed for record on the 14th  
 day of July A.D., 1994  
 at 10:40 o'clock A. P. and duly  
 recorded in book 232 records  
 of Grant  
 at page 101-8  
 Witness my hand and seal of office  
William J. [Signature]  
 COUNTY CLERK GRANT CO., N.M.  
 Deputy

PROTECTIVE COVENANTS

The undersigned, being owner of property north of US 180, West of Silver City in the E1/2 of Section 7, T18S., R14W., of the NMPM, does hereby covenant and agree that the following restrictive and protective covenants shall be placed on said land, and such restrictive and protective covenants shall be and become in full force and effect and be binding upon the undersigned owners, their successors, assigns, and grantees, all future purchasers and their heirs, successors, assigns, and grantees of the above described property for a period of twenty-five (25) years from date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of property has been recorded agreeing to change said covenants in whole or in part.

1. No properties shall be used except for residential purposes.
2. No commercial livestock activity of any kind will be permitted. Domestic pets and farm animals will be permitted.
3. All homes shall be custom, site-built built homes and no building shall be located nearer to any property line than twenty-five (25) feet. No mobile homes may be placed on said property.
4. No noxious or offensive activity shall be carried out, nor shall anything be done which may be or become a nuisance in the area.
5. No area of any acreage shall be used as a dumping ground for rubbish. Trash and garbage shall not be kept except in sanitary containers.
6. Individual sewage systems must be designed, located and constructed in accordance with Grant County and State of New Mexico rules, regulations and requirements.
7. The above described land shall not be subdivided into tracts of less than five(5) acres nor shall more than one (1) home be erected on each five (5) acre tract.
8. All construction; including houses, all outbuildings, barns, corrals, fences and well houses shall be built with new materials.
9. Individuals will keep their properties fenced and their domestic animals contained thereon
10. Animal corrals will be at least one hundred (100) feet from their neighbors property line.

11. Farm animals permitted shall not include hogs.

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

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their names the 26<sup>th</sup> day of January, 1994.

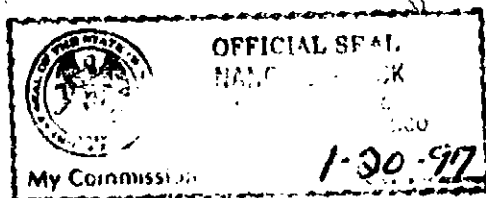
Blair Turner Investment, a New Mexico  
General Partnership

by Jacqueline Blair  
Jacqueline Blair, General Partner

by William B. Turner  
William B. Turner, General Partner

STATE OF NEW MEXICO)  
  )SS.  
COUNTY OF GRANT        )

The foregoing Protective Covenants instrument was acknowledged before me on the 27<sup>th</sup> day of January, 1994 by Jacqueline Blair and William B. Turner, on behalf of said Partnership.



Nancy L. Sebeck  
Notary Public

My commission expires: \_\_\_\_\_