

**RESTRICTIVE COVENANTS OF  
HIGHWOOD, INC. SUBDIVISION**

711

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, the undersigned are the sole owners of the following described property situated in Lincoln County, New Mexico, to-wit:

- |                                |         |                          |         |
|--------------------------------|---------|--------------------------|---------|
| Lots 1, 2, 3, 4, 5 and 6 ..... | block 1 | Lots 1 through 30, ..... | block 4 |
| Lots 1 through 15, .....       | block 2 | Lots 1 through 7, .....  | block 5 |
| Lots 1 through 17, .....       | block 3 | Lots 1 through 25 .....  | block 6 |

**HIGHWOOD, INC. SUBDIVISION**

AND

A tract of land in Lincoln County, New Mexico, being a part of the Southeast one-fourth of Section 22, T-11-S R-13-E N.M.P.M., and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the East ¼ corner of Section 22, T-11-S R-13-E N.M.P.M., thence South 0 degrees 14' West a distance of 1485.80 feet; thence South 75 degrees 36' West 218.05 feet, thence South 70 degrees 44' West 131.10 feet, thence South 57 degrees 55' West 182.30 feet, thence South 71 degrees 53' West 238.45 feet, thence South 71 degrees 02' West 99.13 feet, thence 52 degrees 33' West 127.50 feet, thence South 33 degrees 50' West 83.50 feet, thence South 86 degrees 27' West 77.50 feet, thence South 59 degrees 00' West 154.60 feet, Thence South 60 degrees 24' West 126.35', to a point on the Northeasterly R/W line of Paradise Canyon Road,

Thence Northwesterly along said R/W line, 961.73 feet, thence North 72 degrees 40' East 125.00 feet, thence South 42 degrees 06' East 146.06 feet, thence North 59 degrees 25' East 205.97 feet, thence North 77 degrees 32' East 270.72 feet, thence North 29 degrees 49' East 261.87 feet, thence North 8 degrees 52' East 324.54 feet, thence North 3 degrees 12' East 226.57 feet, thence North 25 degrees 53' East 319.00 feet, thence North 36 degrees 55' East 181.24 feet, Thence South 88 degrees 56' East 678.40 feet to the point of beginning and containing in all 46.57 acres of land, more or less.

which lands have been subdivided and dedicated to the HIGHWOOD, INC. SUBDIVISION, as shown by the official plat thereof on file in the office of Lincoln County Clerk;

AND WHEREAS, the undersigned owners are desirous of encumbering all of the lots and blocks of the above described HIGHWOOD, INC. SUBDIVISION before the sale of any part thereof, with a general plan of restrictive and protective covenants running with the land, for the benefit of themselves and of all who may become owners thereof.

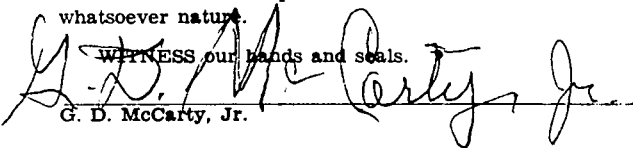
NOW THEREFORE, it is agreed by the undersigned owners, for themselves and their heirs and assigns, that all lots and blocks in the property described above shall be subject to and encumbered by the following restrictive and protective covenants, and that all conveyances of said property or any part thereof shall be subject to said covenants whether or not the same are embodied in the conveyance or other instrument affecting title thereto;

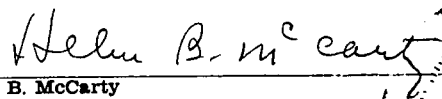
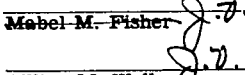

- All of the lots and blocks in the said HIGHWOOD, INC. SUBDIVISION according to the survey and plat thereof filed in the office of the County Clerk of Lincoln County, New Mexico, are hereby designated "Residential Area."
- That said "Residential Area" shall be used for residential purposes only, and that no business, manufacturing, commercial enterprise, public or commercial amusement shall be conducted, operated and maintained thereon.
- That no animals other than domestic household pets shall be kept or maintained on said property; that no outdoor type toilet shall be erected or maintained on said land, but that all toilets shall be located inside principal buildings and shall be connected with proper septic tanks or sewage disposal systems that conform with state and county health laws or regulations; and that no noxious or offensive trade or activity shall be carried on upon any lot or block, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- That in said "Residential Area" there shall not be erected on any lot or tract more than a single private dwelling house together with the necessary and appurtenant buildings such as servants' quarters and garages customarily used in connection therewith, and that no trailer, trailer house, tent, shack, outhouse or structure of a temporary character shall be erected or maintained in said area.
- No building shall be erected on any of said lots more than one story in height above the ground level without the written consent of at least two of the undersigned. The ground floor area of the main residential structure, exclusive of one-story open porches and garages, shall not be less than 1500 square feet heated area in blocks 1, 2, 3, 4, 5, and 6; providing further that the exterior of any dwelling shall be completed within one year from commencement thereof, Act of God excepted. All buildings shall be of all new, first class construction.
- That in said "Residential Area" no building shall be erected or maintained nearer than ten feet to any side or back of lot line nor nearer than twenty feet to any front line; provided however, that if any person owns several contiguous lots, buildings may be erected or maintained anywhere thereon provided only that said buildings shall not be nearer than the distance aforesaid to the extreme exterior lot lines of all of said contiguous lots taken together as a unit.

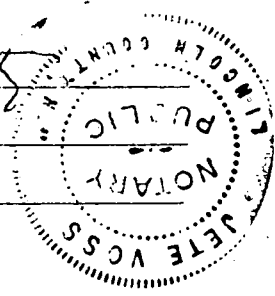
Invalidation of any of the foregoing covenants contained herein shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

All of the covenants herein shall run with the ownership of the above described property and shall be binding on the undersigned parties and all persons claiming under them.

All of the restrictive covenants contained herein are for the benefit of any and all owners of lots or blocks within the boundaries of the land hereinabove described, and if the undersigned owners or any of their heirs, assigns, or successors shall violate or attempt to violate any of said covenants, then it shall be lawful for any other person or persons owning land within said boundaries to prosecute any proceeding at law or in equity to recover damages or to enforce such act, and to have any and all further legal and equitable relief. The word "persons" as used herein shall mean any individual, partnership, firm, company, trust, corporation or entity of whatsoever nature.

WITNESS our hands and seals.  
  
 G. D. McCarty, Jr.

  
 Helen B. McCarty  
  
 Mabel M. Fisher  
  
 Lillian M. Wahl



George B. Fisher  
 J. B. Wahl, Jr.

STATE OF NEW MEXICO )  
 ) ss.  
 COUNTY OF LINCOLN )

The foregoing instrument was acknowledged before me this 23rd day of July, 1965, by

G. D. McCarty, Jr. and Helen B. McCarty, his wife.

My Commission Expires:

December 14, 1966

STATE OF NEW MEXICO }  
 ) ss.  
 COUNTY OF LINCOLN }

(Jete Voss Notary Public  
 Filed for record in the Clerk's Office this 26th day of JULY  
 A. D., 1965 at 11:40 o'clock A. m. and recorded in Book  
INICE HUST  
 County Clerk

Rec #59411  
 Miscellaneous  
 468-1751  
 on page 411