

**RESTRICTIVE COVENANTS OF  
LIBBA LAND SUBDIVISION  
UNIT ONE and FUTURE UNITS**

**Y.M.H., INC, BEING THE OWNER OF ALL OF LIBBA LAND SUBDIVISION UNIT 1 and FUTURE UNITS, Lea County, New Mexico, more particularly described as follows:**

**SURFACE ONLY TO:**

**The North half of the Southwest Quarter (N/2SW/4) and the West six-tenths (.6) of the North half of the Southeast Quarter (N/2SE/4) of Section 34, Township 17 South, Range 38 East, N.M.P.M., Lea County, New Mexico.**

**do hereby make and establish for said land the following covenants and restrictions which are to run with the land and shall be binding upon all parties thereto, and all persons claiming by, through and under them until April 1, 2026, at which time said covenants shall be automatically extended for a successive period of ten (10) years unless at any time by a vote of the majority land owner said LIBBA LAND SUBDIVISION and FUTURE UNITS, it is agreed to change said covenants in whole or in part. Until such time all lots have been sold. At the time all lots are sold each owner shall be entitled to one vote for each lot owned.**

**A. Outside irrigation is limited to 917 square feet and use of swimming pools, hot tubs, water fountains, decorative ponds, evaporative coolers and water softeners are prohibited. Other limitations and requirements include the use of low flow fixtures and efficient appliances.**

**B. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the subdivision and none of the said premises shall be used for business purposes or for the manufacture or sale of goods, wares, or merchandise of any kind. This**

includes, but is not limited to cattle feed lots, slaughter houses, holding pens, drive-in theatres, wrecking yards, salvage yards, hog raising, trucking or similar type businesses.

C. Except as specifically set forth in these Restrictive Covenants, no structure of a temporary character, trailer or mobile home, camper, recreational vehicle, basement, tent, shack, garage, barn, lean-to, or other outbuildings shall be used on any lot any time as a residence either temporarily or permanently.

D. Dwellings allowed: Move-ins, prefabs, modular, ready-built, constructed on site, manufactured homes and must meet minimum requirements as stated. The bottom of the manufactured home, "THE ENCLOSURE" must be professionally installed and must be constructed of material that matches the home and/or is similar and enhances the beauty. Manufactured homes must have tongue, axles, and wheels removed, and be skirted at the time of set up.

E. No principal structure shall be constructed until and unless arrangements have been made for disposal of sewage through a system acceptable to the State Environmental Improvement Division and the Lea County Commission. Their approvals require a letter from the EID approving lot size and refining and approving each proposed system.

F. No structure with an unfinished exterior shall be permitted to remain on any lot for a period exceeding nine (9) months from the date of commencement of its construction.

G. The exterior of the principal living structure shall be stucco, stone, masonry, masonry-veneer, brick, stone-veneer, brick-veneer, hardboard or wood siding construction. No more than 12" of exposed

**cinderblock exterior walls shall be permitted on the principal structure. Exterior shall be attractive and compatible with other homes in the subdivision.**

**H. No inoperable, junk or unlicensed vehicles shall be stored on any lot or street.**

**I. Except as specifically set forth herein, only structures constructed on the site will be permitted.**

**J. A garage is not required, however any garage built shall be built similar to the home. It should match or be of similar material and enhance the beauty of the property.**

**K. All principal living structures constructed in the subdivision shall consist of at least 1,100 square feet living area (not including garage area), and shall be no more than two (2) stories high.**

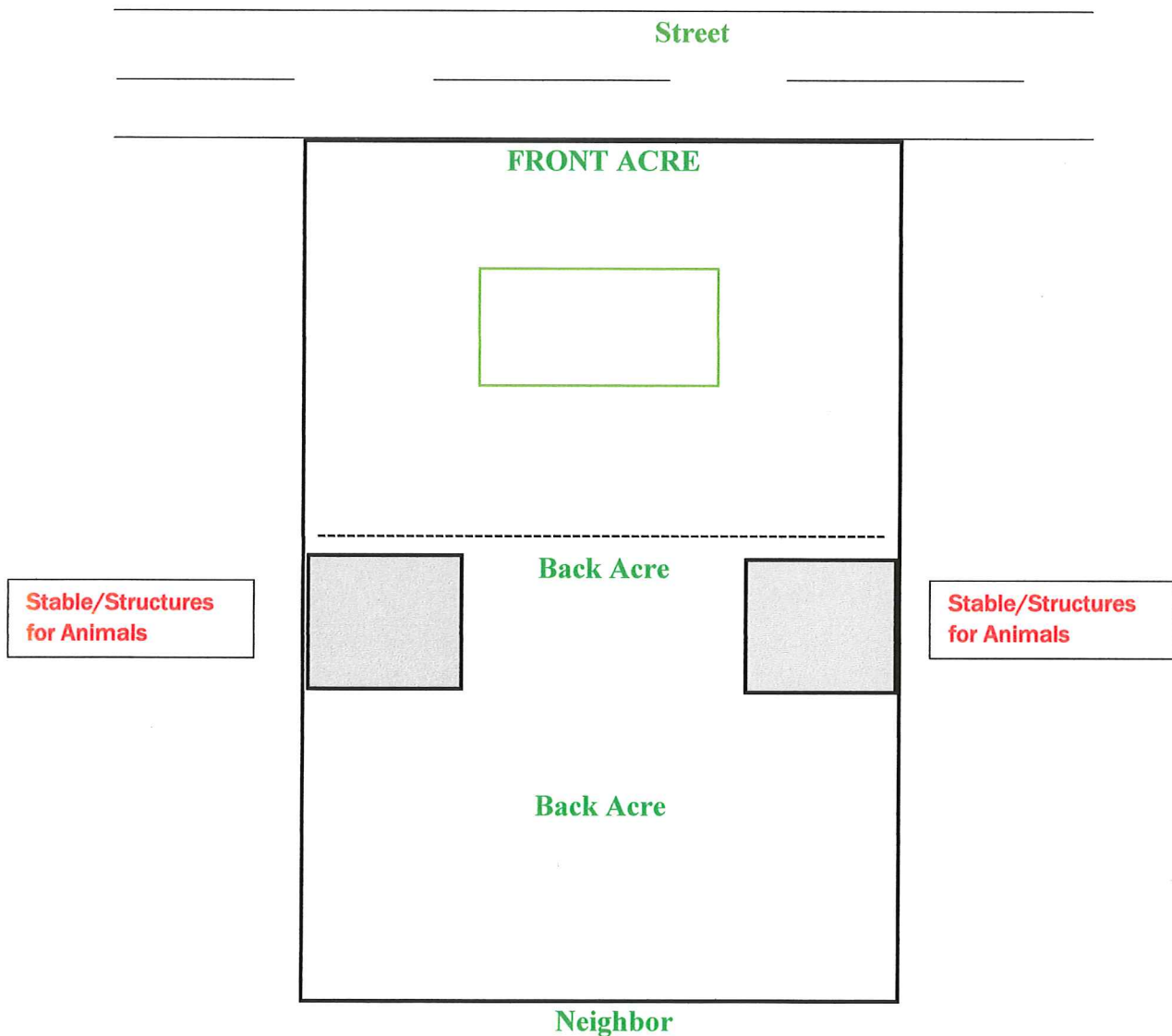
**L. Out buildings such as barns, storage buildings or other such buildings shall be constructed in the same basic manner and of the same material, as the principal living quarters and shall have the same or similar exterior siding and design.**

**M. No commercial vehicles or company vehicles of more than two (2) axles shall be parked on a lot.**

**N. Two (2) large animals per acre will be allowed. Any livestock (horses, steers, calves, cattle, goats, sheep, rabbits or poultry) will and are considered large animals. No Commercial raising of cattle, swine, goats, sheep, rabbits, or poultry will be allowed. The only goats, sheep, rabbits, or poultry allowed will be temporary raising of 4-H show animals.**

No commercial dog or cat breeding or kennels will be allowed. If horses are desired, suitable stables with covering must be in place prior to the arrival of the animals. Stable shall meet all the minimum building requirements and shall be of new construction. Any and all containment structures for animals shall be built on the back acre closest to the residence and furthest from the back neighbor. See Sketch.

**O. Containment Structures for Animals**



**P. No brush, trash, or other materials shall be burned except in compliance with the fire regulations of the appropriate regulatory agency.**

**Q. No signboard or similar installation for commercial advertisement shall be erected, placed or permitted on any said tract. No garbage, refuse, junk, trash or obnoxious or offensive material shall be permitted to accumulate on any lot, and the owner or owners of each lot shall cause the same to be disposed of by and in accordance with accepted sanitary practices. All garbage shall be disposed of in accordance with the regulations of the State of New Mexico and of its subdivisions. Such garbage shall be removed by the lot owner to a sanitary land fill provided by Lea County or by arrangement with a garbage removal service. Outdoor incinerators, trash dumps, open lid trash cans, and open flame burners shall not be permitted.**

**R. No work or exploration for any minerals, or mining of any minerals or quarrying of any rock materials, soil or material of any nature shall be conducted on any lot or portion thereof, nor shall any excavation of any nature be made upon any lot or portion thereof except as may be incident to the installation of utility services, drainage lines, excavations incident to the grading and preparation of building sites and the grading of roads and streets.**

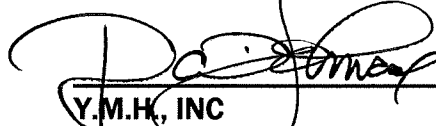
**S. No driveway entrances shall be constructed against or across drainage easements or drainage ditches in such a manner as to in any way prohibit the flow of water through such drainage easements. The developer reserves the right to require all such driveways to meet specifications as set forth by the developer or regulatory agencies. Installation and maintenance of any such culverts and/or driveway entries shall be the responsibility of the lot owner.**

T. Set back requirements shall be forty-five feet (45') from the front street and 5' from both sides and 5' from back property line.

U. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in this subdivision or addition to prosecute any proceedings at law or in equity against the person(s) violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages for such violation.

V. Invalidation of any one of these covenants by judgment or Court order shall in no way affect any other provisions, which shall remain in full force and effect.

Dated this 12 day of Dec, 2017

  
\_\_\_\_\_  
Y.M.H., INC  
Daniel Johncox, President

(STATE OF NEW MEXICO)

SS:

COUNTY OF LEA)

The foregoing Restrictive Covenants were acknowledged before me this 12 day of Dec, 2017 by Y.M.H., INC known as Young's Manufactured Homes, Inc. and signed by Daniel Johncox.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

10 Jan 2019

