

A33105V

STATE OF NEW MEXICO }  
 COUNTY OF OTERO }

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, Casa Alegre, Inc., a New Mexico Corporation, Cecil R. Wilcox, and Melba A. Wilcox, his wife, are the sole owners of the following described real estate, to wit:

Lots 1 - 20 inclusive, in the Resubdivision of Block 219, Town of Alamogordo, New Mexico, according to the official plat thereof, filed in the office of the County Clerk of Otero County, New Mexico, on the 26th day of May 1954.

AND WHEREAS, said owner hereinafter called the subdivider, now desires to place certain restrictions, covenants, and limitations in regard to the building of the improvements thereon and other matters as shown on the filed plat.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Casa Alegre, Inc., Cecil R. Wilcox, and Melba A. Wilcox, his wife do hereby declare and agree with all future purchasers of lots or building sites in the above mentioned Resubdivision of Block 219 that the following restrictions apply to all lots or building sites in said subdivision known as Resubdivision of Block 219 and all conveyances of any lot or lots therein shall be subject to said restrictions as follows:

1 - All lots in the tracts shall be known and described as single family residential lots and no structure shall be erected on any single family residential building plot other than one detached single family dwelling, not to exceed two stories in heights, and private garages.

2 - No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet, or a width of 57' feet at the front building set back line, except lots facing on outside curves may have 55 foot width at the 50' set back line. No dwelling shall be permitted on any lot in the subdivision having a ground floor area of less than 650 square feet, in the case of a one-story structure, nor less than 600 square feet in the case of 1½ or two story structure.

No dwelling shall be permitted on any lot at a cost of less than \$6500.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein.

3 - No building shall be located nearer to the front lot line than 25' nor farther than 40', to the front line, and 15' to any side street line. No building except a detached garage, or other approved outbuilding, located 75' or more from the front lot line, shall be located nearer than 5' to any side lot line.

4 - No garden walls or fences shall be built between the front set back building line and the front street line.

5 - The use of any trailer, basement, tent, garage, temporary structure or outbuilding, of any kind or character, as a temporary or permanent residence, pending erection of another building or permanent residence, is strictly prohibited and shall not be allowed.

6 - That no shack, barn, shed, tool house, or any temporary structure shall be placed on said property, other than such tool and material sheds as may be necessary in the construction of permanent improvement, which shall be removed upon the final completion thereof. Nor shall any hog, stock yard, or fowl yard (whether operated for profit or otherwise) be placed on said premises, nor shall any sign board or visible advertisement be placed on said premises and no excavations shall be made on said premises for the purposes of obtaining sand, rock, clay, dirt, gravel, or ore, whether for profit or otherwise. There shall be no outbuilding built of frame or metal construction.

7 - That neither these premises or any part thereof shall ever be used for any business, trade, or manufacturing enterprise, duplex, multiple dwelling, hotel, apartment house, rooming house, hospital, infirmary, or convalescent home, nor shall any building be erected thereon for any such purpose or purposes, or for any other than for a private single family residence, together with the use and customary appurtenances thereto.

8 - Prior to the erection of any buildings, fences, or other improvements on said premises, all plans, including plot plans, front, side and rear elevations, as well as floor plans, must be approved by the owner of the said Subdivision, or a committee of three, designated by said owner.

9 - Perpetual easements for utility installation and maintenance are reserved as shown on the recorded plats.

10 - These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Twenty-five (25) years from the date these covenants are recorded, 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 the lots has been recorded, agreeing to change said covenants in whole or in part.

11 - Any person who desires to call an election for the purpose of suspending or amending all or any part of the protection covenants and restrictions at the time or times mentioned, in accordance with the foregoing provisions will request such election by written notification to the subdividers and any and all owners of lots within the subdivision at least one year before the expiration of the first or any subsequent ten year period.

12 - 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 contained herein, it shall be lawful for the subdividers, their successors and assigns, or any other person or persons owning any lot 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 so doing or to recover damages or other dues for such violations.

13 - Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF this instrument is executed this 18 day of August, A.D. 1954.

CASA ALEGRE, INC.  
 Donald F. Matheson, Jr.  
 SECRETARY  
 (Corporate Seal Imprint)

Edward H. Snow pres.  
 CASA ALEGRE, INC.  
 Cecil R. Wilcox  
 Cecil R. Wilcox  
 Melba A. Wilcox  
 Melba A. Wilcox

A C K N O W L E D G M E N T S

STATE OF NEW MEXICO )  
 County of Bernalillo ) ss.

On this 16 day of August 1954 before me personally appeared EDWARD H. SNOW to me personally known, who being by me duly sworn, did say that he is President of CASA ALEGRE, INC., a corporation organized under the laws of the State of New Mexico, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its board of directors, and said EDWARD H. SNOW acknowledged said instrument to be the free act and deed of said corporation.

WITNESS MY HAND AND SEAL on this the day and year first above written.

Roy E. Waggoner  
 NOTARY PUBLIC

(Notarial Seal Imprint)  
 My commission expires March 28, 1955

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STATE OF NEW MEXICO }  
COUNTY OF OTERO } ss.

On this 18th day of August, 1954, before me personally appeared Cecil R. Wilcox and Melba A. Wilcox, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal on this the day and year last above written.

A. H. Mactavish  
Notary Public, Otero County, New Mexico

(Notarial Seal Imprint)

My commission expires 9/9/57

The foregoing instrument was filed for record in my office on the 19 day of August, A.D. 1954 at 11:30 o'clock A. M.

LUCILLE ALEXANDER, County Clerk

BY *Margaret D. Sanchez* DEPUTY .