CERTIFIED A TRUE COPY

PIONEER ABSTRACT COMPANY
By _____

Book 248 Page 259

Filed: May 25, 1959

RESTRICTIVE COVENANTS IMPOSED UPON BLOCKS

The undersigned, DALE BELLAMAH LAND CO., INC., Dale J. Bellamah, President, and L. A. Hendrix and Elizabeth Hendrix, his wife, and E. D. McKinley and Beatrice McKinley, his wife, and Hendrix-McKinley Motor Company, a partnership, being the owners and proprietors of a tract of land located in Section 21 Township 16S Range 10E, N.M.P.M., in the City of Alamogordo, New Mexico, and more particularly described as follows:

Lot 2, Block 1
Lots 14 through 26 inclusive, Block 4
Lots 1 through 35 inclusive, Block 23
Lots 1 through 27 inclusive, Block 24
Lot 17, Block 13
Lots 1 and 2, Block 19
Lots 1 and 2, Block 20
Lot 1, Block 21
Dale Bellamah Addition, Unit 3, an Addition to the City of Alamogordo, New Mexico, as shown on the plat thereof filed in the office of the County Clerk of Otero County, New Mexico;

hereby declares that the following restrictive covenants shall apply to that portion of said real estate as hereinbefore described

1. None of said land shall be subdivided into lots, nor shall any dwelling be erected or placed on any lot having a width of less than 60 feet, at the minimum building setback line, or an area of less than 6000 square feet.

2. No lot shall be used except for residential purposes, except as provided in paragraph 15 of these restrictive covenants. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars, except that Lots 1 through 7, both inclusive, in Block 8, shown on the plat of the Dale Bellamah Addition #1 filed in the office of the County Clerk, Otero County, New Mexico, may be used for multi-family dwellings.

3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Furthermore, no existing building shall be altered, remedoled or changed until plans for such change, alterations or remodeling have been approved by the Architectural Control Committee. Approval shall be as provided in Paragrpah 9 hereof.

4. No dwelling shall be permitted on any lot at a cost of less than $8,000.00 based upon cost levels prevailing on the date of these covenants, 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 of these covenants at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet nor less than 750 square feet for a dwelling of more than one story.

5. No building shall be located on any building plot nearer than 25 feet to the front lot line nor more than 35 feet, nor nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. For the purpose of this covenant, eaves, steps

and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as indicated on the Plat of said Addition.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. All construction shall be completed within six months from date of commencement.

9. The Architectural Control Committee is composed of Dale J. Bellamah, Jeanne L. Bellamah and E. Price Hampson, all of Albuquerque, New Mexico. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

10. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

11. 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then lot owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

12. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

14. No fence or garden wall shall be erected between the front building setback line and the front property line, having a height greater than 3 feet.

15. It is expressly understood that the foregoing restrictions do not apply to Block 14 as shown on the plat of Dale Bellamah Addition, Unit 1 or Block 14, Tract B and Block 25, Tract A and Tract B as shown on said plat of Dale Bellamah Addition, Unit No. 3, to the City of Alamogordo, New Mexico. Said Blocks being reserved for business or residential purposes provided however that no noxious or offensive activities shall be carried on upon any portion of said Block 14 and or 25, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood, or that might impair the residential character in other areas of said real estate.

IN WITNESS WHEREOF the undersigned have hereunder set their hands and seals this 17th day of April, 1959.

(Corporate Seal Imprint)

ATTEST:

s/ Jeanne L. Bellamah
JEANNE L. BELLAMAH, Secretary

DALE BELLAMAH LAND CO., INC.

By: s/ Dale J. Bellamah
DALE J. BELLAMAH, President

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss

On this 17th day of April, 1959, before me personally appeared Dale J. Bellamah to me personally known, who being by me duly sworn, did say that he is President of Dale Bellamah Land Company, Inc. 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 Dale J. Bellamah acknowledged said instrument to be the free act and deed of said corporation.

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

s/ Deborah M. Hull
Notary Public

(Notarial Seal Imprint)

My Commission Expires:
November 20, 1960

s/ L. A. Hendrix
L. A. HENDRIX

s/ Elizabeth Hendrix
ELIZABETH HENDRIX

s/ E. D. McKinley
E. D. McKINLEY

s/ Beatrice McKinley
BEATRICE McKINLEY

HENDRIX-McKINLEY MOTOR COMPANY

By: s/ L. A. Hendrix
President

STATE OF NEW MEXICO)
COUNTY OF OTERO) ss

The foregoing instrument was acknowledged before me by ~~Dale J. Bellamah as President of Dale Bellamah Land Co., Inc.,~~ L. A. Hendrix and Elizabeth Hendrix, his wife; E. D. McKinley and Beatrice McKinley, his wife; and L. A. Hendrix as partner of Hendrix-McKinley Motor Company.

Dated this 1st day of May, 1959.

s/ Dale W. Scott
Notary Public
(Notarial Seal Imprint)

My Commission Expires: 10-25-59