

RESTRICTIVE COVENANTS
BROOKDALE ADDITION

STATE OF NEW MEXICO)
COUNTY OF OTERO) SS

PART A. - PREAMBLE

I, the undersigned, C. H. Carder, of Albuquerque, New Mexico, the owner of the following described real estate in Otero County, New Mexico:

That certain tract of land in Alamogordo, Otero County, New Mexico, located in the Southeast quarter of Section 30, T16S, R10E, N.M.P.M., being more particularly described as follows:

Starting at the Section Corner common to Sections 29, 30, 31 and 32, T16S, R10E, N.M.P.M., and going N.1°11'W a distance of 1320.51 feet to the place of beginning;
Thence continuing N.1°11'W a distance of 660.26 feet to a point;
Thence S.88°25'W a distance of 1323.08 feet to a point;
Thence S.1°07'30"E a distance of 660 feet to a point;
Thence N.88°26'E a distance of 1323.68 feet to the place of beginning.

the same being the real estate now duly platted as "Brookdale Addition", a Sub-division of the City of Alamogordo, New Mexico, as said plat was recorded on March 5, 1959, hereby make the following declarations as to limitations, restrictions and uses to which the lots and tracts constituting said Subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and for the benefit of and limitations upon all future owners in said Subdivision, this declaration of restrictions being designed for the purpose of keeping said Subdivision desirable, insuring the use of the property for attractive residential purposes only, preventing nuisances and impairment of the attractiveness of the property, maintaining the desired tone of the community and fair and adequate property values in said Subdivision, and thereby securing to each site owner the full benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

PART B. AREA OF APPLICATION

B-1. Fully-protected Residential Area: The residential area covenants in Part C in their entirety shall apply to all lots and blocks in said Subdivision.

B-2. All lots are to be restricted to single family use.

PART C. RESIDENTIAL AREA COVENANTS

Carder
3/22/59

WITNESSED AND SEALED

Notary Public
Alamogordo, N.M.

C-1. Land Use and Building Type: No lot shall be used except for residential purposes. 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 and one-half stories in height and a private garage for not more than two cars.

C-2. Architectural Control: 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. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line unless similarly approved. Approval shall be as provided in Part E.

C-3. Dwelling Cost, Quality and Size: No dwelling shall be permitted on any lot at a cost of less than \$5,000.00 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 therein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 750 square feet for a dwelling of more than one story.

C-4. Building Location: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located less than 25 feet nor more than 35 feet from the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except for garage 65 feet from setback line; 25 feet to rear lot line on interior lots.

C-5. Lot Area and Width: No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less

than 6,000 square feet.

C-6. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

C-7. Nuisances: No noxious or offensive 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 neighborhood.

C-8. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, barn, garage or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-10. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derricks or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

C-12: No fence, wall or hedge higher than 5 feet shall be erected or maintained on any premises in said Subdivision. No building, wall or fence shall have a door or gate which is so constructed that it may swing out into a public road.

C-18. No fence or wall except necessary retaining walls of minimum height shall be erected or allowed to remain nearer the front street than the front setback line.

C-19. On corner lots no fence or wall, except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer to the

the front street than the rear of the dwelling, nor nearer the side street than the side property line.

PART E. ARCHITECTURAL COMMITTEE

E-1. Membership: The architectural control committee is composed of C. H. Carder, Helen K. Carder and Bruce Mead, 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.

E-2. Procedure: 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 30 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.

PART F. GENERAL PROVISIONS

F-1. Term: 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 owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

F-2. Enforcement: 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.

F-3. Severability: Invalidation of any 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.

IN WITNESS WHEREOF, I have hereunto subscribed my name at Albuquerque,
Bernalillo County, New Mexico, on this 15th day of May, 1959.

C. H. Carder
Owner

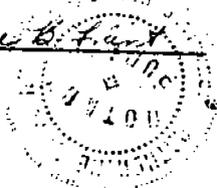
STATE OF NEW MEXICO)
)SS
COUNTY OF BERNALILLO)

On this 15th day of May, 1959, before me personally appeared
C. H. CARDER, to me known to be the person described in and who executed
the foregoing instrument and acknowledged that he executed the same as his
free act and deed.

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

*My Commission Expires
November 6, 1962.*

Catherine B. Hart
Notary Public



20445

STATE OF NEW MEXICO)SS
OTERO COUNTY)
FILED FOR RECORD IN MY OFFICE

This 18 day of May, 1959
At 10 o'clock P. M. and duly recorded
in Book No. 248 Page 222-224
the records of Otero County, New Mexico

Margaret D. Sandy
County Clerk, Otero County, New Mexico
By Ruth Roberts Deputy

