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RESTRICTIVE COVENANTS

Ernest M. Turner and Lilly Mae Turner WHEREAS, Creyton Ellison and Lora Ellison, his wife, Charles W. Fuller and Ethel E. Fuller, his wife, Wayland P. Fuller and Media Fuller, his wife, Charles Benard and Anne Benard,, his wife, Mrs. Nellie Morris, Vernon L. Gibson and Veva L. Gibson, his wife, William C. Burdick and Ruth M. Burdick, his wife, Ada L. Clendenen, William Kern Smith and Erma Dell Smith, his wife, Chas. E. Currier and Frances C. Currier, his wife, Victor Zebrowski and Wanda Zebrowski, his wife, E. L. Woods and Ernestine E. Woods, his wife, and N. E. Vandivort and Rae L. Vandivort, his wife, are the owners of the following described real estate in Otero County, New Mexico, to-wit:

CHIPPEWAY PARK, a subdivision located in NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ Section 15, Township 16 South of Range 12 East, NMPM, according to the plat of said subdivision filed in the Office of the County Clerk, Otero County, New Mexico, on the 5th day of December, 1955.

AND WHEREAS, the owners above named desire to place certain restrictions in regard to the buildings and improvements thereon and other matters as hereinafter set out upon and against all property in the subdivision as shown on the filed plat.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the above named owners, hereby declare and agree with all future purchasers of lots or building sites in the above named Chippeway Park subdivision, that the following restrictions apply to all lots or building sites in said subdivision and that all conveyances of any lot or lots in said Chippeway Park subdivision shall be subject to certain restrictions as follows:

1. No building shall be located on any lot nearer to the front lot line than 5 feet, or nearer than 5 feet to any side lot line.
2. No single family dwelling shall be permitted on any lot having a ground floor square feet area of less than 400 square feet; and no dwelling shall be erected on any lot having a completed value of less than \$3,000.00 based on prices as of the date of this covenant.
3. All sanitary facilities shall meet the requirements of the Department of Public Health of the State of New Mexico.
4. Structures of a temporary character, trailers, basements, tents, shacks, garages, barns, or other out-buildings may not be used for residential purposes except while actively engaged in construction of a permanent dwelling on such lot.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them. These covenants and restrictions, or any portion thereof may be amended or terminated only by a vote of 51% or more of the then property owners. In case any vote is called, the record owners of the lots shall be entitled to one vote for each lot as shown on the recorded plat. Notice of any such election shall be given in writing to the subdividers and any and all owners of lots within the subdivision at least 30 days before the date of such election; and notice may be given by publication to any such owners who cannot be notified in writing.

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

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 person owing 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 violation.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 5th day of February, 1957.

Creyton Ellison
Creyton Ellison
Lora Ellison
Lora Ellison

Charles W. Fuller
Charles W. Fuller
Ethel E. Fuller
Ethel E. Fuller

Wayland P. Fuller
Wayland P. Fuller
Media Fuller
Media Fuller

Charles L. Benard
Charles Benard
Anne Benard
Anne Benard

Mrs. Nellie Morris
Mrs. Nellie Morris

Ada L. Clendenen
Ada L. Clendenen

Vernon L. Gibson
Vernon L. Gibson

William C. Burdick
William C. Burdick

Veva L. Gibson
Veva L. Gibson

Ruth M. Burdick
Ruth M. Burdick

William Kern Smith
William Kern Smith

Chas. E. Currier
Chas. E. Currier

Erma Dell Smith
Erma Dell Smith

Frances C. Currier
Frances C. Currier

Victor Zebrowski
Victor Zebrowski

Wanda Zebrowski
Wanda Zebrowski

B. L. Woods
B. L. Woods

Ernestine E. Woods
Ernestine E. Woods

N. E. Vandivort
N. E. Vandivort

Rae L. Vandivort
Rae L. Vandivort

Ernest M. Turner
Ernest M. Turner

Lilly Mae Turner
Lilly Mae Turner

STATE OF NEW MEXICO:
COUNTY OF OTERO : SS.

The foregoing instrument was acknowledged before me this 5th day of February, 1957, by Creyton Ellison, Lora Ellison, Wayland P. Fuller, Media Fuller, Nellie Morris, Vernon L. Gibson, Vera L. Gibson, W. Kern Smith, also known as William Kern Smith, Erma Dell Smith, Victor Zebrowski, B. L. Woods, N. E. Vandivort, Ernest M. Turner, Charles W. Fuller, Ethel E. Fuller, Charles L. Benard, Anne Benard, Ada L. Clendenen, William C. Burdick, Ruth M. Burdick, Chas. E. Currier, Frances C. Currier, Wanda Zebrowski, Ernestine E. Woods, Rae L. Vandivort and Lilly Mae Turner.

Willie J. Mayfield
Notary Public

My Commission expires: 11-14-59

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