

CERTIFIED A TRUE COPY.

PIONEER ABSTRACT COMPANY

By *Remond H. Hill*

Book 222 Page 54

Filed: August 30, 1957

RESTRICTIVE COVENANTS

WHEREAS, FIRST INVESTMENT CORP. is the owner of the following described real estate in Otero County, New Mexico, to-wit:

Part of the North Half Northeast Quarter ( $N\frac{1}{2}NE\frac{1}{4}$ ) East of the Alamogordo Corporate Limits, in Section Twenty (20), Township Sixteen (16) South, Range Ten (10) East, more particularly described as follows:

Beginning at the Northeast (NE) Corner of said Section Twenty (20), Township Sixteen (16) South, Range Ten (10) East as the point of beginning; thence South  $0^{\circ} 2'$  East a distance of 840.0 feet; thence South  $89^{\circ} 58'$  West a distance of 1081.6 feet; thence North  $0^{\circ} 25'$  West a distance of 840.0 feet; thence North  $89^{\circ} 58'$  East a distance of 1086.1 feet to the point of beginning, containing 20.9 acres, more or less.

And Whereas, said owner above named desires 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 Sub-division, as shown on the filed plat.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the above named owner, hereby declares and agrees with all future purchasers of lots or building sites in the above named "Cookson Heights Subdivision" to the City of Alamogordo, New Mexico, that the following restrictions apply to all lots or building sites in "Cookson Heights Subdivision" and all conveyances of any lot or lots in above named subdivision shall be subject to certain restrictions as follows:

(a) All lots in the tract shall be known and described as single family residential lots and no structure shall be erected on any residential building plot other than one detached single family dwelling, not to exceed two stories in height, and private garages for not more than three cars, other out buildings incidental to residential use of the plot, all in accordance with such zoning regulations and building code as may legally apply at the time of construction.

(b) No building shall be erected or permitted to remain on any lot nearer than 25 feet to the front lot line; nor more than 35 feet from the front lot line, or nearer than 20 feet to any side street line; nor nearer than 5 feet to any side lot line. The side line restriction shall not apply to a detached garage, which shall be not less than 65 feet to the front building line, and also shall not be nearer than 20 feet to any side street line. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line. For the purposes 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.

(c) No lot shall be resubdivided into, 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 and an area of less than 6,480 square feet.

(d) Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(e) 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.

(f) 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.

(g) No single family dwelling shall be permitted on any lot in "Cookson Heights Subdivision" having a ground floor square foot area of less than 1000 square feet in case of a one-story structure, nor less than 1000 square feet ground floor area in the case of a one and one-half story or two-story structure, both exclusive of porches and garages.

(h) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded corner lot line, from the intersection of the street property lines extended.

(i) No old or second-hand buildings shall be moved on any lot in the subdivision.

(j) No fences, except hedge fences not more than 3 feet in height shall be constructed, planted, placed, or permitted to remain on any lot nearer to any street line than the building setback lines set forth in paragraph (b) above.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them, until February 1, 1981, at which time they shall be automatically continued in force for successive periods of ten (10) years each, unless discontinued or amended at the end of the first or any subsequent ten-year period by a vote of 51% or more, of the then property owners. In case of any vote being called, the record owners of the lots shall be entitled to one vote for each lot as shown on the recorded plat.

Any person who desires to call an election for the purpose of suspending or amending all or any part of these protective covenants and restrictions at the time or times mentioned, in accordance with the foregoing provisions, will request such election by written notification of 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.

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 or 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 violation.

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

IN WITNESS WHEREOF, the said owner has caused this instrument to

be executed this 10th day of July, 1957.

FIRST INVESTMENT CORP.

By /s/ T. A. Bonnell  
President.

(Corporate Seal Imprint)

ATTEST:  
/s/ Frank C. Boyce  
Secretary

STATE OF NEW MEXICO )  
COUNTY OF OTERO ) ss:

The foregoing instrument was acknowledged before me this 10th day of July, 1957, by T. A. BONNELL, President of FIRST INVESTMENT CORP., a New Mexico corporation, on behalf of said corporation.

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

(Notarial Seal Imprint)

/s/ Marguerite Linnenkohl  
Notary Public

My Commission Expires: 9-3-1958

CLERK'S CERTIFICATE

STATE OF NEW MEXICO )  
COUNTY OF OTERO ) ss:

I, MARGARET SANCHEZ, County Clerk, of Otero County, New Mexico do hereby certify that the foregoing is a true and correct copy of Restrictive Covenants of the "Cookson Heights Subdivision" filed in my office on the 30 day of August, 1957, and duly recorded in Reception 8961.

WITNESS my hand and official seal this 30 day of Aug. A.D., 1957.

(SEAL)

/s/ Margaret D. Sanchez  
County Clerk, Otero County,  
New Mexico.

By Christine Martinez