

THE STATE OF NEW MEXICO
COUNTY OF OTERO

KNOW ALL MEN BY THESE PRESENTS:

That we, CHARLES R. CARTER and DOROTHY S. CARTER, his wife, and A. FUENTES and MAXINE FUENTES, his wife, do hereby agree to the following restrictions, reservations and conditions which shall follow the land and shall be binding upon it as well as any and all subsequent owners or lessees of the hereinafter described land, all of said land being owned by us, said land lying and being situate in the City of Cloudcroft, County of Otero, State of New Mexico, described as follows, to-wit:

Blocks One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), of HILLCREST TERRACE SUBDIVISION UNIT 1, according to the map and plat thereof dated the 1st day of June, 1954, filed for record in the office of the County Clerk and Recorder of Otero County, New Mexico, on the 14th day of June, 1954.

(1) All lots in the blocks hereinabove described are restricted and shall be known as residential lots, and no structures shall be erected or maintained on any lot other than a single family dwelling not to exceed two (2) stories in height, together with either a one or two-car garage, and said garage may be attached or detached to the single family dwelling unit. No outbuilding of any kind or nature other than a detached garage, which may or may not also include servants quarters, shall be constructed on any building plot.

(2) No residence shall be constructed on less than one lot, and all residences constructed on said lots shall face the street fronting said property, that is to say, all residences constructed in Blocks 2, 4 and 6 shall front on Fairway Drive (except that the residence constructed on Lot 5, Block 6 may face Corona Place), and all residences constructed on Lots 11 to 18 inclusive, in Block 1; Lots 10 to 18 inclusive, in Block 3; and Lots 5 to 9 inclusive, in Block 5, shall also face and front on Fairway Drive (except the residence on Lot 5, Block 5 may front either on Corona Place or Fairway Drive); all residences on Lots 1 to 10 inclusive, in Block 1, Lots 1 to 9 inclusive, in Block 3, and Lots 1 to 4 inclusive, in Block 5, shall face and front on Corona Place.

(3) No residence shall be located on any building lot nearer than 25 feet to the front lot line. No building shall be located any nearer than $7\frac{1}{2}$ feet to the side property line, so that at all times there will be a minimum of 15 feet between residences constructed on adjoining lots. In the event any detached garage is constructed as permitted under the terms of these restrictions, said garage shall be no nearer than 70 feet from the front property line.

(4) No residence shall be constructed on any lot consisting of less than 1,000 square feet exclusive of open porches and garage, and no residence shall be constructed that will cost less than \$6,000.00.

(5) It is agreed that no part of the area restricted, or any lot or part thereof, shall be used for or occupied as a hide or slaughter house, pigpen, stockyard with stock of any kind, dairy, brick kiln, lime kiln, powder house, warehouse, oil refinery, auto wreckage or auto salvage yard; and that no manufacturing business or business of any kind or nature shall be conducted from or maintained on said property.

(6) No livestock or poultry shall be kept on any lot or part thereof either for profit or otherwise.

(7) An easement is retained across the back $2\frac{1}{2}$ feet of each lot in Hillcrest Terrace Subdivision Unit No. 1 for the purposes of utilities, and said easement shall be binding upon all purchasers of any of said property, and no owner of any lot in said subdivision shall place any improvements over the $2\frac{1}{2}$ feet on the back end of each building lot retained as an easement for public utilities.

(8) If any of the parties hereto, or their heirs, executors, administrators, legal representatives, successors or assigns, shall violate, or attempt or threaten to violate any of the covenants or restrictions herein contained before December 31, 2004, then any party hereto, or their heirs, executors, administrators, legal representatives, successors or assigns, or any person or persons owning any portion of the above described property may prosecute by law or bring proceedings against any person or persons violating, threatening or attempting to violate any such covenants or restrictions and enjoin such person or persons from such violation, threatened or attempted violation, and all costs of such action or proceeding, including a reasonable attorney's fee, shall be chargeable to and assessed against the person or persons who have violated or threatened or attempted to violate any of these covenants or restrictions. In no event, however, shall such action or proceedings affect, cancel or impair any mortgage or other lien which in good faith at that time may be existing upon the property or any improvements thereon.

(9) The invalidation of any one of these covenants by a judgment of any court of competent jurisdiction shall in no way affect any of the other provisions herein contained, and such other provisions shall remain in full force and effect.

EXECUTED at El Paso, Texas, this 14th day of June, 1954.

Charles R. Carter
Charles R. Carter

Dorothy S. Carter
Dorothy S. Carter

A. Fuentes
A. Fuentes

Maxine Fuentes
Maxine Fuentes

THE STATE OF NEW MEXICO
COUNTY OF OTERO

On this 14th day of June, 1954, before me personally appeared CHARLES R. CARTER and DOROTHY S. CARTER, his wife, and A. FUENTES and MAXINE FUENTES, his wife, all to me known to be the persons described in and who executed the foregoing instrument, and each acknowledged that they executed the same their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Ted J. Roessler
Notary Public in and for
Otero County, New Mexico

(Notarial Seal Imprint)

My Commission Expires: 10-20-55

The foregoing instrument was filed for record in my office on the 27 day of July, A.D. 1954 at 10:30 o'clock A. M.

LUCILLE ALEXANDER, County Clerk

Margaret A. Sanchez

DEPUTY