

Filed: July 14, 1952

STATE OF NEW MEXICO )  
COUNTY OF OTERO )

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Mose C. Cauthen and Rossie C. Cauthen, his wife are the sole owners of the following described real estate, to-wit:

Indian Wells Subdivision, Unit I in the City of Alamogordo, New Mexico, according to the Plat filed October 5th, 1951, in the office of the County Clerk of Otero County, New Mexico.

AND WHEREAS, said owner hereinafter called the subdivider, now desires to place certain restrictions, covenants, and limitations in regard to the building of the 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 said Mose C. Cauthen and Rossie C. Cauthen, his wife, do hereby declare and agree with all future purchasers of lots or building sites in the above-mentioned Indian Wells Addition that the following restrictions apply to all lots or building sites in said subdivision known as INDIAN WELLS ADDITION and all conveyances of any lot or lots therein shall be subject to said restrictions as follows;

1. All lots in the tracts shall be known and described as single-family residential lots and no structure shall be erected on any single-family residential building plot other than one detached single-family dwelling, not to exceed two stories in height, and private garages.
2. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet, or a width of 60 feet at the front building set back line, except lots facing on outside curves may have 55 foot width at the 40' set back line. No dwelling shall be permitted on any lot in the subdivision having a ground floor area of less than 650 square feet, in the case of a one-story structure, nor less than 600 square feet in the case of a 1½ or two-story structure.

No dwelling shall be permitted on any lot at a cost of less than \$6500.00 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 herein.

3. No building shall be located nearer to the front lot line than 25' nor farther than 40', to the front line, and 15' to any side street line. No building, except a detached garage, or other approved outbuilding, located 75' or more from the front lot line, shall be located nearer than 5' to any side lot line.

4. No garden walls or fences shall be built between the front set back building line and the front street line.

5. The use of any trailer, basement, tent, garage, temporary structure or outbuilding, of any kind or character, as a temporary or permanent residence, pending erection of another building or permanent residence, is strictly prohibited, and shall not be allowed.

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6. That no shack, barn, shed, tool house, or any temporary structure shall be placed on said property, other than such tool and material sheds as may be necessary in the construction of permanent improvements, and which shall be removed upon the final completion thereof. Nor shall any hog pen, stock yard, or fowl yard (whether operated for profit or otherwise), be placed on said premises, nor shall any sign board or visible advertisement to be placed on said premises and no excavations shall be made on said premises for the purposes of obtaining sand, rock, clay, dirt, gravel, or ore, whether for profit or otherwise. There shall be no fences installed except masonry or cyclone type, nor shall any outbuilding be built of frame or metal construction.

7. That neither these premises or any part thereof shall ever be used for any business, trade or manufacturing enterprise, duplex, multiple dwelling, hotel, apartment house, rooming house, hospital, infirmary, or convalescent home, nor shall any building be erected thereon for any such purpose or purposes, or for any use other than for a private single-family residence, together with the use and customary appurtenances thereto.

8. Prior to the erection of any buildings, fences, or other improvements on said premises, all plans, including plot plans, front, side and rear elevations, as well as floor plans, must be approved by the owner of the said Subdivision, or a committee of three, designated by said owner.

9. Perpetual easements for utility installation and maintenance are reserved as shown on the recorded plats.

10. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1st, 1982, at which time they shall be automatically continued in force for successive periods of ten 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, as hereinafter provided. These covenants and restrictions, or any portion thereof, may at such time or times, be amended or terminated 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.

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

12. 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 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.

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

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IN WITNESS WHEREOF this instrument is executed this *12th* day of July, A.D. 1952.

*Mose C. Caughen*

*Rossie C. Caughen*

STATE OF NEW MEXICO )  
COUNTY OF OTERO )

On this *12th* day of July, A.D. 1952, before me personally appeared MOSE C. CAUGHEN and ROSSIE C. CAUGHEN, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged that they executed the same as their free act and deed.

In Witness Whereof, I hereunto set my hand and affixed my official seal on the day and year first above written.

My Commission Expires: *10/5/53*.

*[Signature]*  
Notary Public