PROTECTIVE COVENANTS

WHEREAS, Hazel Jenkins, a single woman, is the owner of the following described real estate in Otero County, New Mexico, to-wit:

The SW¼SW¼ of Section 28, Township 16 South of Range 10 East, N.M.P.M., SAVE AND EXCEPT the West 330 feet thereof.

AND WHEREAS, the said Hazel Jenkins, 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 above described.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Hazel Jenkins, of Alamogordo, New Mexico, the owner, hereby declares and agrees with all future purchasers of lots or building sites in the above described real estate, that the following restrictions apply to all lots or building sites in said real estate, and all conveyances of any lot or lots therein with the exception of any tracts for use as parks or for school purposes 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, one story in height, and private garages for not more than 3 cars, and 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, or nearer than 15 feet to any side street line; nor nearer than 10 feet to any side lot line. These side line restrictions shall not apply to a detached garage or other outbuilding, which shall be not less than 50 feet from the front building 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 unless both such lots are owned by the same parties.

(c) No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 75 feet at the minimum building set back line or an area of less than 12,000 square feet.

(d) 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.

(e) 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.

(e) No single family dwelling shall be permitted on any lot having a ground floor square foot area of less than 1200 square feet, exclusive of porches and garages.

(f) No dwelling shall be permitted on any lot at a cost of less than $15,000.00 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 herein for the minimum permitted dwelling size.

(g) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between four and six feet above 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. No fence, wall, hedge,

or shrub planting which obstructs sight lines at elevations between four and six feet above ground level of a lot shall be placed or permitted to remain within 35 feet of the front lot line.

(h) No permanent unsightly buildings may be erected on the premises.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until April 13, 1984, 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 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 owned.

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 in accordance with the foregoing provisions, will request such election by written notification to the subdivider and any and all owners of lots within the tract above described at least one year before the expiration of the first or any subsequent period..

If the parties hereto, or any of them, or their heirs or assigns, or any future owners of a lot or lots in said tract shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for the subdivider, her successor or assigns, or any other person or persons owning any lot in said tract 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 from such violation.

Invalidation of any one 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, the owner has signed in quadruplicate on the 13th day of April, 1959.

Hazel Jenkins

STATE OF NEW MEXICO )
) SS:
COUNTY OF OTERO )

The foregoing instrument was acknowledged before me this 13th day of April, 1959, by Hazel Jenkins.

Howard C. Reed
Notary Public

My Commission Expires 12/6/61.

# 19750

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

This 16 day of April 1959
At 1:50 o'clock P. M. and duly recorded
in Book No. 248 Page 88-91 of
the records of Otero County, New Mexico.

Margaret A. Sanchez
County Clerk, Otero County, New Mexico
By Gladys Yearley Deputy