

STATE OF NEW MEXICO)
COUNTY OF OTERO)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Duncan Campbell and Eugenie G. Campbell, his wife are the sole owners of the following described real estate, to wit:

Lee Subdivision of Lots 4-5-6-7-8 of Block 215 of Alamogordo, 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 shown on the filed plat.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Duncan Campbell, and his wife, Eugenie C. Campbell, do hereby declare and agree with all future purchasers of lots or building sites in the above mentioned that the following restrictions apply to all lots or building sites in said subdivision known as Lee Subdivision 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 57' feet at the front building set back line, except lots facing on outside curves may have 55 feet 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 6,500.00 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.

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 improvement, and which shall be removed upon the final completion thereof. Nor shall any hog, stock yard, or fowl yard (whether operated for profit or otherwise), be placed on said premises, nor shall any sign board or visible advertisement 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,

