

RESTRICTIVE COVENANTS

WHEREAS, Foxworth-Galbraith Lumber Company of Alamogordo, a corporation, are the owners of the following described real estate in Otero County, New Mexico, To-Wit:

All of the "Plainview Acres Subdivision" in the City of Alamogordo, Otero County, New Mexico.

a plot of which Subdivision was approved by the Board Of Commissioners of the City of Alamogordo, New Mexico on January 10, 1959:

AND WHEREAS, the said Foxworth-Galbraith Lumber Company of Alamogordo desire to place certain restrictions upon and against all of the lots and parcels of real property embraced within the boundaries of said Plainview Acres Subdivision, as shown by the aforementioned plot, pertaining to buildings, improvements, and matters thereupon.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Foxworth-Galbraith Lumber Company of Alamogordo, hereby declare and agree with all future purchasers of lots and or building sites in the above named Plainview Acres Subdivision of the City of Alamogordo, New Mexico and that all coveyances of any lot or lots therein shall be subject to said restrictions as follows:

(a) All lots in the tract shall be known and described as single family residential lots, and no structures shall be erected on any single family residential building plot other than one detached single family dwelling, not to exceed two stories in height, private garages and garden structures such as ordinarily used in connection with a single family residence.

(b) No building shall be erected or permitted to remain on any lot nearer than 25 feet nor more than 35 feet to the front lot line, or nearer than 15 feet to any side street line; nor nearer than 5 feet to any side lot line. These side line restrictions shall not apply to a detached garage, which shall be not less than 65 feet from the front building line. For the purpose 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 residential lots shall be resubdivided into building plots having less than 5,000 square feet in area or a width of less than 50 feet at the front building line.

(d) No tent, shack, garage, barn, or other building shall at any time be used on any part of the tract as a residence temporarily or permanently.

(e) Any structure, once commenced shall be completed, as to exterior, in accordance with the provisions of the restrictions in not more than six months from the date of commencement.

(f) No single family dwelling shall be permitted on any lot in the tract having a ground floor area of less than 800 square feet in the case of a one-story structure, nor less than 700 ground floor square feet in the case of a one and one-half or two-story structure, both exclusive of porches and garages.

(g) No multi-family dwelling unit shall be permitted on any lot in the tract.

(h) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three and six feet above the roadways shall be place 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 building shall be moved on any lot in the subdivision, and no second-hand materials shall be used in the construction of a building thereon.

(j) No wall or fence shall be erected or allowed to remain on any lot nearer to any street than the building setback lines, except hedges not more than 3 feet high.

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 1, 1984, at which time they shall be automatically continued in form for successive periods of ten (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 plot.

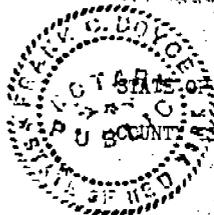
Any person who desires to call an election for the purpose of suspending or amending all or any part of these protective covenants and restrictions after January 1, 1984, in accordance with the foregoing provisions, will request such election by written notification to the subdivider and any and all owners of lots within the subdivision at least one year before the expiration of the first or any subsequent ten year period.

If any parties hereto, or any of the, or their heirs or assigns, or any future owner of a lot or lots in said subdivision, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for the subdivider, his successor or assigns, or any other person or persons owning any lot in said development or subdivision to prosecute any proceeding 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 violations.

IN WITNESS WHEREOF, the said Foxworth-Glabraith Lumber Company of Alamogordo has caused this instrument to be signed by its Manager, the 29th day of February, 1959.

FOXWORTH-GLABRAITH LUMBER COMPANY
OF ALAMOGORDO

J. M. Puncake
Manager



State of New Mexico)
County of Otero)

The foregoing instrument was acknowledged before me this 29th day of February, 1959, by J. M. Puncake, Manager of Foxworth-Glabraith Lumber Company of Alamogordo, a corporation, and himself.

My Commission expires
12/22/1962

Frank C. Boyce
Notary Public

STATE OF NEW MEXICO, COUNTY OF OTERO, ss, I hereby certify that this instrument was filed on record on the 2 day of March 1959, at 8:40 o'clock PM and duly recorded in Book 241, Page 468-469, of the Records of said county.

By Christine Martinez
Deputy

Margaret D. Sanchez
County Clerk

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