44300

RESTRICTIVE COVENANTS IMPOSED UPON
BLOCKS 8, 9, and 12, inclusive,
UNIT NO. 5, LOMA HEIGHTS SOUTH,
Las Cruces, New Mexico.

The undersigned DALE BELLAMAH LAND CO., INC.

Dale J. Bellamah, President, being the owners of a tract of land located in Dona Ana County, New Mexico, in the City of Las Cruces, New Mexico, and more particularly described as follows:

Lots 21 through 48, inclusive, Block 8;
Lots 5 through 18, inclusive, Block 9;
and
Lots 1 through 7, inclusive, Block 12;
Lots 11 through 21, inclusive, Block 12; and
Lots 25 through 33, inclusive, Block 12,

LOMA HEIGHTS SOUTH, UNIT NO. 5, Las Cruces, New Mexico.

1. None of said land shall be subdivided into lots, nor shall any dwelling be erected or placed on any lot having a width of less than 70 feet, at the minimum building set-back line, or an area of less than 8000 square feet.

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan

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showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Furthermore, no existing building shall be altered, remodeled or changed until plans for such change, alterations or remodeling have been approved by the Architectural Control Committee. Approval shall be as provided in Paragraph 9 hereof.

4. No dwelling shall be permitted on any lot at a cost of less than $ 11,000.00 , based upon cost levels prevailing on the date of these covenants, 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 of these covenants, at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1100 square feet, nor less than 900 square feet for a dwelling of more than one story.

5. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor more than 35 feet, nor nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot 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.

5 a. MECHANICAL VARIANCE: A two-inch (2") tolerance variation is, by reason of mechanical variance of construction, allowable for minimum distance requirements from interior lot lines.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved, as indicated on the Plat of said addition.

7. 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.

8. 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. All construction shall be completed within six months from date of commencement.

9. The Architectural Control Committee is composed of Dale J. Bellamah, Jeanne L. Bellamah, and E. Price Hampson, all of Albuquerque, New Mexico. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee, or restore to it any of its powers and duties.

10. The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event that the Committee, or its designated representative, fails to approve or disapprove, within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants

shall be deemed to have been fully complied with.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then lot owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

12. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

13. 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.

14. a. No fence or wall, except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer the front street than the front building setback line.

b. On corner lots, no side street fence or wall, except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer to the front street than the rear of the dwelling, no nearer the side street than the property line.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 22nd day of May, 1968.

ATTEST: CORPORATE SEAL

By: Jeanne L. Bellamah, Sec'y By: Dale J. Bellamah, President

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

On this 22nd day of May, 19 68, before me personally appeared Dale J. Bellamah, to me personally known who being by me duly sworn, did say that he is President of DALE BELLAMAH LAND CO., INC. and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in said behalf of said corporation, by authority of its Board of Directors, and said Dale J. Bellamah acknowledged said instrument to be the free act and deed of said corporation.

NOTARY SEAL WITNESS my hand and seal the day and year last above written.

MY COMMISSION EXPIRES:

June 8, 1971

NOTARY PUBLIC

RECEPTION NO. 1912 STATE OF NEW MEXICO, COUNTY OF DONA ANA, ss:

I hereby certify that this instrument was filed for record on the 6th day of June 1968 at 1:46 o'clock P M, and duly recorded in Book 79 Page 51-55 of the Records of Miscellaneous of said county, on this 6th day of June 1968.

LORRAINE R. GUTIERREZ, County Clerk.

(COUNTY CLERK SEAL)

By: Clara F. Mendoza Deputy.

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