

APPROVED:
Bryan G. Johnson
District Judge.

This instrument was filed for record on the 18 day of July, 1940, at 9:01 A.M.
Recorded in Vol. 176, page 78, on this the 18th day of July, 1940.

Velma Dowdy, Clerk & Recorder.
May S. Scull, Deputy Clerk.

(20473) CR. COVENANTS AND BUILDING RESTRICTIONS FOR BLOCKS ONE AND TWO OF THE SIGMA CHI ADDITION TO THE CITY OF ALBUQUERQUE, NEW MEXICO

This agreement for building restrictions and other covenants to run with the land known and described as Blocks One and Two of the Sigma Chi Addition to the City of Albuquerque, New Mexico, is made and entered into this 11th day of July, 1940, between the Sigma Chi Association of the University Of New Mexico, owners of the unsold portion of said addition, and E. J. Workman and Maud Workman, his wife; William E. Burk and Suzanne Burk, his wife, D. Patrick Miller and Betty A. Miller, his wife; Allen Earl Vincent and Sarah Francis Vincent, his wife; J. Vernon Taylor and Una Taylor, his wife, and the Albuquerque National Trust & Savings Bank, trustee of the T. M. Dorris Trust, previous purchasers of certain lots in said addition, and in consideration of the mutual promises and agreements herein contained it certifies that the following covenants shall be binding on the owners of lots in Blocks One and Two of said addition and their subsequent grantees, heirs, executors, administrators, successors or assigns and shall be and hereby are made covenants running with the land and premises known and described as Blocks One and Two of the Sigma Chi Addition to the City of Albuquerque, New Mexico, to-wit:

1. Only one single family dwelling house of a cost of at least Four Thousand Dollars (\$4000) and one detached garage or other building shall be erected on the premises herein conveyed. Plans and specifications for such structures shall be submitted to the architect of the Sigma Chi Association of the University of New Mexico for written approval thereof, and such approval shall be given where the plans and specifications shall conform suitably with that in the addition and the requirements of municipal building ordinances are complied with.
2. The premises affected hereby shall not be subdivided or replatted by any subsequent grantee, but nothing herein contained shall prevent the owner or owners of more than one lot from reselling a portion thereof provided that no house occupy less than one entire lot.
3. All adobe buildings must be properly finished on the exterior within six months after construction.
4. No building shall be fronted on a side street, except a garage, the architecture of which shall conform to the general style of the house erected upon the premises.
5. No temporary building shall at any time be erected or placed on the premises except sheds or workshops for use in connection with the building of permanent buildings in the course of construction.
6. No tents, shacks, trailers, or garages shall be occupied as living quarters on said premises prior to the completion of a permanent dwelling.
7. No building, porch, or other structure shall be erected on the premises nearer than twenty-five (25) feet from the street line or nearer than five (5) feet from the front sixty (60) feet of the line of the adjoining lot or lots and all dwelling houses shall face the street adjoining said premises toward the front property line, not, however, to restrict corner lots as to more than one frontage.
8. No close board or unsightly fence shall be erected on the said premises.
9. No building erected on the said premises shall be used for any purpose other than as a single family dwelling, provided that nothing herein contained shall prevent a family occupying a house upon the said premises from renting one or more rooms of the same to a bona fide university students or persons domiciled and employed in the City of Albuquerque, New Mexico.
10. The premises affected hereby shall not be used or occupied by any person or persons of Oriental or African descent but this covenant shall not prevent the employment of servants acting solely under the direction of the owner or lessee thereof and residing temporarily upon such premises during their employment.
11. No building erected on said lots shall be used as a store or a sanatorium (sanatorium being defined as any place harboring three or more people suffering from tuberculosis.)
12. In the event no alley is platted abutting the rear line of any lot an easement is reserved along the rear four and one-half feet thereof for the use of the city, or any public utility company for the installation, maintenance, and servicing of telephone, electric lines, gas lines, sewer lines, and for the use of other public utilities and conveniences.
13. All lots to be improved shall be provided with concrete curbs and gutters.

14. All lots to be improved shall be serviced with City water, sewer, gas and electricity, or have similar services available.

15. Sigma Chi Association of the University of New Mexico, in consideration of these premises covenants that no additional structure shall be erected on Lot 7 (part of Lot A, as replatted) in Block 1 of the Sigma Chi Addition, unless the same shall be a part of the Sigma Chi Fraternity house now located on said Lot 7.

16. These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them.

17. If the parties hereto, or any of them, or their successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said blocks one and two of the Sigma Chi Addition to the City of Albuquerque, New Mexico, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other penalties for such violation.

18. 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.

19. In the event the land heretofore conveyed, or any part thereof, is a corner lot, improvement of any street or plat thereof, the owner thereof will not oppose the themselves and subsequent grantees that the Sigma Chi Association of the University of New Mexico may have and is hereby given the power irrevocable to consent to such improvement as may be inaugurated by the governing body of the City of Albuquerque under the then existing improvement laws to pave and otherwise improve the street abutting the land hereinbefore described.

20. None of the covenants herein contained shall extend to other platted property owned by the Sigma Chi Association of the University of New Mexico, lying to the north of Blocks One and Two nor shall the foregoing covenants, except as provided by Paragraph 5, apply to lot 7 of Lot A as replatted, that being the premises and adjoining ground occupied by the fraternity house of the Sigma Chi Association of the University of New Mexico.

21. All existing mortgages in consideration of the premises and acknowledgment of betterment of their security due to the covenants above set out, append their signatures below as consenting to this agreement and agree that such existing mortgages are hereby made subject to the restrictions herein set forth.

IN WITNESS WHEREOF, this agreement and covenants to run with the land, is executed the day and year first above written, to remain in full force and effect until December 31, 1965.

Attest: Genevieve Stern
Acting Secretary
(CORPORATE SEAL)

The above and foregoing is approved
and agreed to.

Eugenio Perez, 1st Mortgagee
By P. C. Rodey, Atty.

Grand Council of Sigma Chi Fraternity
2nd Mortgagee by P. C. Rodey, Agent

The above and foregoing is approved and
agreed to.

Albuquerque National Trust & Savings Bank
Albuquerque, New Mexico; By R. M. Elder
Trust Officer

The above and foregoing is approved and agreed to
No mortgage on Burk property.
The above and foregoing is approved and
agreed to; Mortgage & Investment Co. of
El Paso, Texas, by Clair A. Callender,
Mortgagee Vice President

The above and foregoing is approved
and agreed to
Albuquerque Federal Savings & Loan
Association
By Hugh J. Graham, Secy-Treas.
Mortgagee

Attest:
G. Gicmi
A. Cashier (CORPORATE SEAL)

STATE OF NEW MEXICO
County of Bernalillo. ss.

SIGMA CHI ASSOCIATION OF THE UNIVERSITY OF
NEW MEXICO
BY Pearce C. Rodey
President

E. J. Workman
E. J. Workman

Maud Workman
Maud Workman

W. E. Burk
William E. Burk

Suzanne Burk
Suzanne Burk

D. Patrick Miller
D. Patrick Miller

(Betty A. Miller
(Betty A. Miller

Allen Earl Vincent
Allen Earl Vincent

Sarah Frances Vincent
Sarah Frances Vincent

J. Vernon Taylor
J. Vernon Taylor

Una Taylor
Una Taylor

ALBUQUERQUE NATIONAL TRUST & SAVINGS BANK,
Trustee of T. M. Dorris Trust
By R. M. Elder
Trust Officer

.....
The above and foregoing is
approved and agreed to.
ALBUQUERQUE FEDERAL SAVINGS
& LOAN ASSOCIATION By:
.....

On this 6th day of July, 1940, before me personally appeared, Pearce C. Rodey, who being first duly sworn upon oath, states: That he is an officer, to-wit, President of the Sigma Chi Association of the University of New Mexico, a corporation organized and existing under and by virtue of the laws of the State of New Mexico; that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation with authority of its Board of Directors.

In Witness Whereof, I have hereunto set my hand and seal the day and year last above written.

Viola Perdue
Notary Public

My Commission Expires:
June 3, 1944 (NOTARIAL SEAL)

STATE OF NEW MEXICO
County of Bernalillo...ss.

On this 11th day of July, 1940, there personally appeared before me E. J. Workman and Maud Workman, his wife; William E. Burk, Suzanne Burk; D. Patrick Miller and Betty A. Miller, his wife, Allen Earl Vincent and Sarah Francis Vincent, his wife, J. Vernon Taylor and Una Taylor, his wife, to me personally known to be the persons described in and who executed the above and foregoing instrument and who acknowledged to me that they executed the same as their free act and deed for the uses and purposes therein set forth.

Viola Perdue
Notary Public

My Commission Expires: June 3, 1944
(NOTARIAL SEAL)

STATE OF NEW MEXICO
County of Bernalillo...ss.

On this 16 day of July, 1940, before me personally appeared, R. M. Elder, who being first duly sworn upon oath, states that he is an officer, to-wit: Trust Officer of the Albuquerque National Trust & Savings Bank, Trustee of T. M. Dorris Trust, a corporation organized and existing under and by virtue of the laws of the United States; that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said R. M. Elder acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and seal the day and year last above written.

Virginia Klein
Notary Public

My commission expires:
8/31/41 (NOTARIAL SEAL)

This instrument was filed for record on the 18 day of July, 1940, at 10:30 A.M.
Recorded in Vol. 176, page 79, on this the 18th day of July, 1940.

Velma Dowdy, Clerk & Recorder.
May S. Scull, Deputy Clerk.

Velma Dowdy

(20481) CR. SPECIAL MASTERS DEED

THIS DEED made and entered into this 7th day of May, 1940, by and between DEACON ARLEDE party of the first part and ELFIDES SALAZAR, Administratrix of the Estate of Rosendo Salazar, Deceased, party of the Second part,

WITNESSETH:

WHEREAS, in and by a Final judgment and decree made and entered into on the 2nd day of April, 1940, in a suit pending in the above Court, wherein ELFIDES SALAZAR, Administratrix of the Estate of Rosendo Salazar, Deceased, and ELENDES SALAZAR, as Trustee, were Plaintiffs and Alianza Hispano Americana de Benevolencia; D. E. Salas, Sr., President; J. A. Martinez, Secretary; Teofilo Salazar; Filomeno Montano; Selso Montoya; Ralph Romero and Onofre Perez, Board of Trustees of the Alianza Hispano Americana de Benevolencia, were defendants, it was Ordered, Adjudged and Decreed that the Real Estate described in the Complaint and Decree in said Action be sold at Public Auction by the Special Master appointed by the Court in said Decree, in the manner as prescribed by law, and the party of the first part having been duly appointed as Special Master and having been ordered to make sale of said Real Estate as therein described.

AND WHEREAS in obedience to said Decree and Order of Sale and in accordance with public notice given as required by law, the party of the first part on the 7th day of May, 1940, at the hour of 10 A.M. duly offered for sale at Public Auction at the South Door of the Court House at Albuquerque, New Mexico, the hereinafter described premises formerly the property of the Alianza Hispano Americana de Benevolencia; D. E. Salas, Sr., President; J. A. Martinez, Secretary; Teofilo Salazar; Filomeno Montano; Selso Montoya; Ralph Romero and Onofre Perez, Board of Trustees of the Alianza Hispano Americana de Benevolencia, said sale being made to ELFIDES SALAZAR, Administratrix of the Estate of Rosendo Salazar, deceased, for the total sum of \$2,735.28 this being the highest and best bid which sum was the amount due under said Decree to the said Elfides Salazar, Administratrix of the Estate of Rosendo Salazar, deceased, upon the judgment against the said Alianza Hispano Americana de Benevolencia; D. E. Salas,