RESTRICTIVE COVENANTS AND PROTECTIVE EASEMENTS

AIRPORT BLOCKS, BLOCK 4, REPLAT A

ALAMOGORDO, NEW MEXICO

DECLARATION

WHEREAS, George P. Light and Donna R. Light are the owners of real estate within the City of Alamogordo, Otero County, New Mexico, particularly described as follows:

Airport Blocks, Block 4, Replat A, Alamogordo, Otero County, New Mexico

WHEREAS, said owners desire to impose certain restrictive covenants and mutual and reciprocal easements upon the tract of land relating to an orderly and uniform development of the said real estate and the improvements to be place thereon.

BE IT THEREFORE DECLARED that the following covenants, restrictions and easements are declared and imposed upon the lands and the same shall run with the land and be binding upon all parties, purchasers and owners and upon their successors, assigns and privies and all persons claiming under or by or through them for the term of years or terms of years as herein provided.

PART I. FULLY RESTRICTED RESIDENTIAL AREA.

The residential area covenants in Part II in their entirety shall apply to the residential lots in Airport Blocks, Block 4, Replat A, Alamogordo, Otero County, New Mexico.

PART II. RESIDENTIAL AREA COVENANTS.

A. LAND USE AND BUILDING TYPE

1. No lots shall be used except for residential purposes.

2. No residence shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family, single storied dwelling.

B. MINIMUM HOME BUILDING REQUIREMENTS.

Each dwelling shall contain and conform to the following minimum home building requirements:

1. All housing shall be manufactured housing. They shall conform to all requirements relating to such single family residential construction in new subdivisions as may be required by acts, statute, rule, regulation or ordinance of Federal, State and local authorities and agencies and shall, as constructed, conform generally to the requirements of conventional or Federal, State or local mortgage financing programs.

C. Unless the foregoing general standard is higher the homes generally shall include the following:

1. Contain a minimum of 784 square feet.

2. Contain a minimum of one (1) bedroom and one (1) bath.

3. Sidewall minimum ceiling height of seven (7) feet.

4. Metal roof or composition roof shingles, or approved equal. No objects such as tires, blocks, bricks, etc. shall be allowed on the roof.

5. Prefinished metal siding, fiber board, plywood, treated wood or masonite.

6. Skirting with prefinished or prepainted manufactured skirting installed within sixty (60) days from the time the dwelling is placed on the lot.

7. Anchored at the four (4) corners, as a minimum, at the time the home is place.

8. Surfaced driveway: gravel, asphalt or concrete.

9. A stable front entrance deck of not less than forty (40) square feet, excluding the steps.

10. All site improvements and amenities in place and completed within sixty (60) days from the time the residence is placed on the lot.

11. All utilities connected and attached in a manner acceptable to the utility company.

12. The finish floor elevation shall not be greater than thirty-six inches (36") above the finish ground elevation.

D. ARCHITECTURAL CONTROL.

No building or improvement shall be erected, placed, altered or replaced on any lot until the construction plans and specifications and a plan 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 and or planned structures, and as to location with respect to topography and finish grade elevation. Only manufactured homes in very good condition, outside and inside, shall be placed on any lot. Any manufactured home to be placed on any lot must first be inspected and approved by the Architectural Control Committee or its approved representative.

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 property line.

On corner lots, no side fence or walls, except necessary retaining walls of minimum height shall be erected or allowed to remain nearer to the front street than the front property line, nor nearer the side street than the side property line. There is no restriction as to height of fences which are erected behind the minimum setback line of the front street, except as stated or implied herein. Approval shall be as provided in Part III.

E. BUILDING LOCATION.

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than fifteen (15) feet to any side street line, except that as to streets toward which houses face, no building shall be located nearer than twenty-five (25) feet to the street property lines of the said streets. No building shall be located nearer than five (5) feet to any lot line except as may be permitted by City Ordinance. No dwelling shall be located on any interior lot nearer than twenty (20) feet to the rear lot 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.

F. LOT AREA AND WIDTH.

No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building setback line. Each lot shall have an area of not less than 6,000 square feet.

G. NUISANCES.

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. No inoperable vehicle nor vehicles in gross disrepair shall be kept upon any lot or public right-of-way.

H. SIGNS.

No sign of any kind shall be displayed to the public view on any lot except: one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the developer to advertise the property during the construction and sales period.

J. OIL AND MINING OPERATIONS.

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

K. LIVESTOCK AND POULTRY.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

L. GARBAGE AND REFUSE DISPOSAL.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

M. WATER SUPPLY.

No individual water-supply system shall be permitted on any lot. Water supply for every lot shall be obtained from the public water system, maintained by the City of Alamogordo, New Mexico.

N. SEWAGE DISPOSAL.

No individual sewage-disposal system shall be permitted on any lot. Sewage disposal for every lot shall be by means of the public sewage-disposal system, maintained by the City of Alamogordo, New Mexico.

O. SIGHT DISTANCE AT INTERSECTIONS.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the 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 twenty-five (25) feet from the intersection of the street lines. The same sight-line limitations apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART III. ARCHITECTURAL CONTROL COMMITTEE.

1. MEMBERSHIP.

The Architectural Control Committee is composed of:

1. George P. Light
   1210 Beverly Lane
   Alamogordo, New Mexico 88310

2. Donna R. Light
   1210 Beverly Lane
   Alamogordo, New Mexico 88310

3. One resident of the subdivision.

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 representatives, 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 to restore to it any of its powers and duties.

2. PROCEDURE.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event 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, 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.

PART IV. GENERAL PROVISIONS.

1. TOLERANCE.

A six inch (6") tolerance by reason of mechanical variance of construction is allowed for the minimum distance requirements from lot line.

2. TERM.

These covenants are to run with the land and shall be binding on all parties, their successors, assigns and privies and all persons claiming by, through or under them for a period of thirty (30) years from the date these covenants are recorded. After this period the covenants shall be automatically extended for the successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been placed of record in the County Clerk's Office, requesting amending or agreeing to change the covenants in whole or in part. Votes shall be counted on the basis of one (1) vote for each lot owned.

3. ENFORCEMENT.

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

4. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order or by ordinance of the City of Alamogordo, New Mexico shall in novise affect any of the other provisions which shall be and remain in full force and effect.

5. AMENDMENT.

These covenants may be amended [in whole or in part] at any time an instrument signed by a majority of the owners of the lots has been recorded agreeing to [amend said covenants in whole or in part to] include additional property under the terms hereof or to exclude specifically described property from the provisions hereof. Votes shall be counted on the basis of one (1) vote for each lot owned with the subject area.

IN WITNESS WHEREOF, the said owners have caused this instrument to be executed this [illegible] day of [illegible], 1984.

George P. Light

George P. Light

Donna R. Light

Donna R. Light

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

The foregoing instrument was acknowledged before me this 27 day of September, 1984, on behalf of George P. Light and Donna R. Light, owners.

Notary Public

My Commission Expires:

10-10-1985

STATE OF NEW MEXICO
OTERO COUNTY } ss.
FILED FOR RECORD IN MY OFFICE
27 day of Sept. 1984
11:20 A.M. and duly recorded
In Book No. 562 Page 379-685
My Records of Otero County, New Mexico
Katie A. Banks
County Clerk, Otero County, New Mexico
Margaret D. Banks

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