

RESTRICTIVE COVENANTS

WHEREAS, J. W. Peavy and Maria Peavy his wife, E. H. Peavy and Frances Peavy, his wife and Paul E. Denny, a single man are the owners of the following described real estate in Otero County, New Mexico, To-wit:

Lots 36 - 37 - 38 - 39 - 40 and 41 of Block 232B of the resubdivision of Block 232 of the City of Alamogordo, New Mexico.

AND WHEREAS, the said J. W. Peavy and Maria Peavy, his wife, E. H. Peavy and Frances Peavy, his wife and Paul E. Denny, a single man ON THIS 15th day of September, 1955, desire to place certain restrictions upon and against all of the lots and parcels of real property embraced within the boundaries of said Lots 36 - 37 - 38 - 39 - 40 and 41 of Block 232B of the resubdivision of Block 232 of the City of Alamogordo, New Mexico, as pertaining to buildings, improvements, and matters thereupon,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That J. W. Peavy and Maria Peavy, his wife and E. H. Peavy and Frances Peavy, his wife and Paul E. Denny, a single man hereby declare and agree with all future purchasers of lots or building sites in the above named Lots 36 - 37 - 38 - 39 - 40 and 41 of Block 232B of the resubdivision of Block 232 of the City of Alamogordo, New Mexico and that all conveyance or 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, except as described on the map as recorded, 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 single family residence.

(b) No building shall be erected or permitted to remain on any lot nearer than 25 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 not be less than 65 feet from the front building line. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as 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 re-subdivided into building plots having less than 6000 square feet in area.

(d) No trailer, basement, tent, shack, garage, barn, or other out-building shall at any time be used on any part of the tract as a residence temporarily or permanently, nor shall any residence of a temporary character be erected or permitted on any part of the tract.

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

(f) No building, fence, or wall shall be erected on any lot until the design, construction and location thereof has been approved in writing by the subdivider, their successors or assigns, or by a committee appointed by the subdivider, his successors or assigns, to whom the right to so appoint may have been assigned. However, in the event that such a committee is not in existence or fails to approve or disapprove such design or location within 30 days from date plans are submitted for approval, then such approval will not be required, provided, nevertheless, the design of the building and its location on the lot shall conform to and be in harmony with existing structures in the tract and these restrictions.

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(g) 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.

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

(i) 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.

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

(k) No trade or profession shall be carried on or practiced for commercial purposes on any residential lot. No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than four square feet in area advertising the property for sale or rent, or signs used by the subdivider to advertise the property during the construction period.

(l) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three and six 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 25 feet from the intersection of the street lines, or in case of a rounded corner lot line, from the intersection of the street property lines extended.

(m) No old or second-hand buildings shall be moved on any lot in the sub-division, and no second-hand materials shall be used in the construction of any building thereon.

(n) No fences, except hedge fences not more than 3 feet in height shall be constructed, planted, placed, or permitted to remain on any lot nearer to any street line than the building setback lines shown on the recorded plat.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 1980, at which time they shall be automatically continued in force for successive periods of ten (10) 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 plat.

Any person who desired to call an election for the purpose of suspending or amending all or any part of these protective covenants and restrictions after July 1, 1980, 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 the parties hereto, or any of them or their heirs or assigns, or any future owners 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 subdivisions to prosecute any proceedings 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.

Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 15th day of September 1955 A. D.

J. W. Peavy (Seal)
Marie Peavy (Seal)
Paul E. Danna (Seal)
Frances Peavy (Seal)
Paul E. Danna (Seal)
 _____ (Seal)
 _____ (Seal)

STATE OF NEW MEXICO
COUNTY OF OTERO

On this 15th day of September 1955, before me personally appeared J. W. Peavy and Marie Peavy, his wife, E. H. Peavy and Frances Peavy, his wife, and Paul E. Danna, a single man, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS MY HAND AND SEAL ON THIS DAY AND YEAR LAST ABOVE WRITTEN.



Paul E. Danna
Notary Public, Otero County,
New Mexico

76975

STATE OF NEW MEXICO, County of Otero, do hereby certify that this instrument was filed for record on the 19 day of Sept, 1955 at 4:00 o'clock P.M., and duly recorded in Book 187, page 103-105 of the Records of said county. Paul E. Danna County Clerk. By Christina Anthony Deputy.

