Alamo Heights

204 465

DECLARATION OF RESTRICTIVE COVENANTS

We, the undersigned, Esther Swell, Ted Morse and Cecil Smith, being the owners of all the real estate described as the Alamo Heights Sub-division, an addition to the City of Alamogordo, County of Otero, New Mexico as the same is shown and designated on the plat of said addition filed in the office of the County Clek and Ex Officio Recorder of Otero County, New Mexico, on Oct. 29, 1956, hereby declare that the following restrictive covenants shall apply to all of the said real estate:

1. No lot shall be used except for residential purposes except Lots 1 thru 16 inclusive and Lots 149 thru 156 inclusive which shall be designated as commercial. 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.

2. No building shall be erected, placed or altered 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 structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Paragraph 9 hereof.

3. No dwelling shall be permitted on any lot at a cost of less than $8,000.00 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 mimimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 1200 square feet.

4. No building shall be located on any building plot nearer than 25 feet to the front lot line, nor nearer than 14 feet to any side street line. No building, except a detached garage located 70 feet or more from the front lot line, and no front of a residence or attached appurtenance shall be erected on any lot farther than 35 feet from the front lot line.

5. No lot shall be resubdivided into nor shall any dwelling be erected or placed on, any lot having a width of less than 60 feet at the minimum building set back line or an area of less than 6000 square feet.

6. Easements for installation and maintenance of utilities and drainage facilites 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 niusance 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 6 months from date of commencement.

9. The architectural control committee is composed of Esther Swell, and Ted Morse, and Cecil Smith.
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 member(s) shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to 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 the committee, or its designated representative, fails to approve or disapprove within thirty 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 bind-in on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the 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. No fence or garden wall shall be erected between the front building set back line and the front property line.

15. The constuction of a church on any lot shall not be considered a violation of these covenants.

WITNESS our hands and seals this 29 day of Oct, 1956.

STATE OF NEW MEXICO
COUNTY OF OTERO

On this 29th day of October personally appeared Esther Swell and Ted Morse and Cecil Smith who acknowledged that they signed the foregoing instrument as their free act & deed.

Margaret J. White
Notary Public, Otero Co.

Esther Swell
Ted Morse
Cecil Smith

#4586

STATE OF NEW MEXICO, County of Otero, ss. I hereby certify that this instrument was filed for record on the 15 day of February, 1957, at 9:45 o'clock A. M., and duly recorded in Book 204, page 465-66, of the Records of said county. Margaret D. Sanchez, County Clerk. By Ruth Roberts, Deputy.

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We the undersigned, Esther Swell, Ted Morse and Cecil Swell, are the real estate described as the Vista Verde Subdivision to the City of Alamogordo, and desire and designated

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3. No dwelling shall be permitted on any lot at a cost of less than $8,000.00 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 mimimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 1200 square feet.

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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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the 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.

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WITNESS our hands and seals this 29 day of Oct, 1956.

STATE OF NEW MEXICO
COUNTY OF OTERO
On this 29th day of October personally appeared Esther Swell and Ted Morse and Cecil Smith who acknowledged that they signed the foregoing instrument as their free act & deed.

Margaret J. White
Notary Public, Otero Co.
My Commission expires May 11, 1958

Esther Swell
Ted Morse
Cecil Smith

4586

STATE OF NEW MEXICO, County of Otero, ss. I hereby certify that this instrument was filed for record on the 1st day of February, A.D. 19 57, at 9:45 o'clock A.M., and duly recorded in Book 204, page 465-66, of the Records of said county. Witness my hand and seal of office.
Dolphus D. Hendry, County Clerk. By Ruth Rowe, Deputy.