

PROTECTIVE COVENANTS
FOR
ALAMOGORDO ESTATES

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS the Undersigned, CASA ALEGRE, INC. (NO STOCKHOLDERS' LIABILITY), STATE NATIONAL BANK OF EL PASO, TEXAS, TRUSTEE, and J. LAWSON GOGGANS, JR., TRUSTEE, hold title to the property located in Otero County, New Mexico, described as follows, to-wit:

All of ALAMOGORDO ESTATES, a Subdivision to the City of Alamogordo, New Mexico, as the same is shown and designated on the Plat thereof filed in the office of the County Clerk of Otero County, New Mexico, on June 24, 1955;

AND

WHEREAS the Undersigned desire to restrict and impose certain protective covenants on the above-described lands;

NOW THEREFORE, in consideration of the foregoing and other good and valuable considerations, the Undersigned, being the owners of all the lands and all equities therein in said described land, do hereby create and establish the following protective and restrictive covenants for said land, to-wit:

PART A - SINGLE-FAMILY DETACHED DWELLINGS AREA COVENANTS

A-1

AREA. The Restrictive Area Covenants in this Part A in their entirety shall apply to Lots numbered Two (2), Three (3), and Four (4) in Block numbered One (1); and all of Blocks numbered Two (2) to Twenty (20), both inclusive; of said ALAMOGORDO ESTATES.

A-2

LAND USE AND BUILDING TYPE. 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 and one-half (2½) stories in height and a private garage for not more than two cars, and other appropriate accessory buildings.

A-3

ARCHITECTURAL CONTROL. 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 Part B hereof.

A-4

DWELLING COST, QUALITY, AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$6,000.00 based upon cost levels prevailing on the date these covenants are recorded, 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 these covenants are recorded 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 800 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

A-5

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 20 feet to the front lot line, or nearer than 10 feet to any side street line. The front of the main structure shall be not more than 35 feet from the front lot line. For corner lots the street side of the lot having the shorter distance shall be the front of the lot and the street side of the lot having the greater distance shall be the side street line for the purpose of determining setback requirements, but structures built thereon may face either street. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for common-wall garages located 50 feet or more from the front lot line, and except that no other type of garage or other permitted accessory building or buildings located 50 feet or more from the front lot line shall be located nearer than $2\frac{1}{2}$ feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. No dwelling on corner lots shall be located nearer than 15 feet to either the interior lot line or the rear lot line, nor nearer than 5 feet to the other of these two lines--in other words, if the dwelling on a corner lot is less than 15 feet from the interior lot line, it must be at least 15 feet from the rear lot line, and if the dwelling on a corner lot is located less than 15 feet from the rear lot line, it must be at least 15 feet from the interior 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.

A-6

LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6500 square feet.

A-7

EASEMENTS. Easements for installation and maintenance of utilities

are reserved as shown on the recorded plat.

A-8

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 any annoyance or nuisance to the neighborhood.

A-9

TEMPORARY STRUCTURES. 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.

A-10

SIGNS. No signs of any kind shall be displayed to public view on any lot except, when appropriate, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.

PART B - ARCHITECTURAL CONTROL COMMITTEE

B-1

MEMBERSHIP. The Architectural Control Committee is composed of Edward H. Snow, D. F. Matheson, and Elmer T. Lewis, all of 4821 Central Avenue, NE, 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 to restore to it any of its powers and duties.

B-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 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.

PART C - GENERAL PROVISIONS

C-1

TOLERANCE. A two-inch (2") tolerance by reason of mechanical variances of construction is allowed for minimum distance requirements from interior lot lines.

C-2

TERM. 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 (25) 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 owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

C-3

ENFORCEMENT. 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.

C-4

RESERVATION. The right to subdivide Lot numbered One (1) in Block numbered One (1) in said ALAMOGORDO ESTATES into two or more lots or to use said lot for single-family detached dwellings, multiple-family dwellings, churches, schools, commercial or business areas, or the combination of any of these types of uses, and appropriate alleys, is reserved by the undersigned for the benefit of themselves and their successors and assigns.

C-5

SEVERABILITY. 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.

IN WITNESS WHEREOF, the UNDERSIGNED have executed and caused this instrument to be executed on the 18th day of July, 1955.

ATTEST:

Donald Matheson, Jr.
Secretary

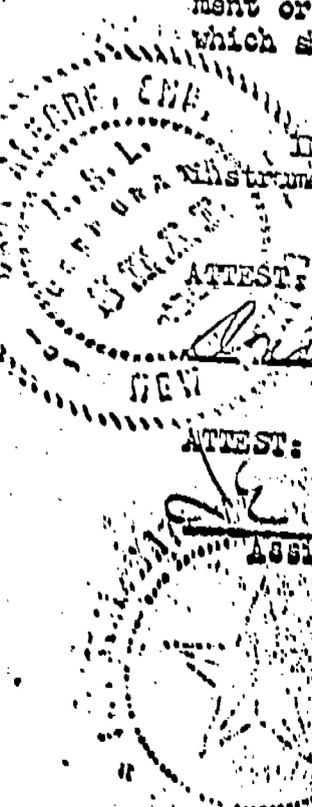
CASA ALEGRE, INC. (NO STOCKHOLDERS:
LIABILITY)
Edmond H. ...
President

ATTEST:

Edmond H. ...
Assistant Cashier

STATE NATIONAL BANK OF EL PASO, TEXAS,
TRUSTEE,
Lawson Coggans, Jr.
Vice President and Trust Officer

Lawson Coggans, Jr.
LAWSON COGGANS, JR. Trustee



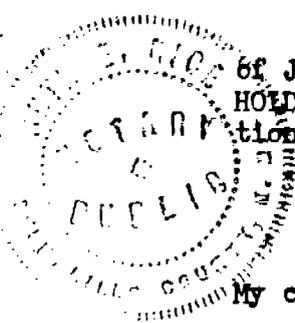
ACKNOWLEDGMENTS

STATE OF NEW MEXICO)
County of Bernalillo) ss.

The foregoing instrument was acknowledged before me this 20 day of July, 1955, by EDWARD H. SNOW, President of CASA ALEGRE, INC. (NO STOCK-HOLDERS' LIABILITY), a New Mexico Corporation, on behalf of said corporation.

Ruth E. Rice
Notary Public

My commission expires Oct. 22, 1958



STATE OF TEXAS)
County of El Paso) ss.

~~August~~ The foregoing instrument was acknowledged before me this 10th day of July, 1955, by Wendell, Vice President & Trust Officer of STATE NATIONAL BANK OF EL PASO, EL PASO, TEXAS, a National Banking Corporation.

G. V. Grant
Notary Public

G. V. GRANT, Notary Public, in and for El Paso County, Texas. My commission expires June 1, 1957

STATE OF TEXAS)
County of Dallas) ss.

The foregoing instrument was acknowledged before me this 31st day of July, 1955, by J. LAWSON GOGGANS, JR., TRUSTEE.

Lou Fry
Notary Public

My commission expires 6/1/57



#75480

STATE OF NEW MEXICO, County of Otero, ss, I hereby certify that this instrument was filed for record on the 23rd day of August, 1955 at 2:15 o'clock P. M., and duly recorded in Book 183, page 420-424 of the Records of said county, Margaret D. Sanchez By Ruth Roberts Deputy County Clerk.