

RESTRICTIVE COVENANTS - AMERICAN HEIGHTS SUBDIVISION

PART A. WHEREAS MILLICENT SHYRE is the owner of AMERICAN HEIGHTS SUBDIVISION, located in Section eight (8), Township sixteen (16) South, Range ten (10) East, N.M.P.M., Alamogordo, Otero County, New Mexico.

And whereas, said Owner above named desires to place certain restrictions in regard to the building and improvements to be placed on portions of the above described real estate as follows: to-wit

PART 1, RESIDENTIAL COVENANTS.

1-A. LAND USE AND BUILDING TYPE. No lots 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 stories in height; and a private garage for not more than three cars or a private carport for not more than three cars, or a combination of private carport and private garage for not more than a total of four cars.

1-B. 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 and/or planned structures,) as to location with respect to lot lines, topography and finish grade elevations. 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 building setback line. Approval shall be as provided in Part 3.

On corner lots, no side fence or walls, except necessary retaining walls of medium height shall be erected or allowed to remain nearer to the front street than the rear of the dwelling, nor nearer to the side street than the property line. The height of fences which are erected behind the minimum set-back line of the front street shall be in accordance with the ordinances of the City of Alamogordo.

All fences or walls shall be 4 feet in height, minimum.

The homebuilder shall be responsible for construction of a 4-foot min. width sidewalk, adjacent to the curb, for the full length of the curb adjacent to the lot. The homebuilder shall also construct necessary driveway pads.

1-C. DWELLING COST, QUALITY AND SIZE. No building shall be permitted on any lot at cost of less than \$25,000, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwelling shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date the covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of open porches, carports, and garages, shall not be less than 900 square feet.

1-D. 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 set-back lines shown on the recorded plat. In any event no building shall be located nearer than five (5) feet from any interior lot line.

1-E. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of this subdivision.

1-F. NUISANCES. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

1-G. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time at a residence either temporarily or permanently.

1-H. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building set-back line, nor shall any lot have an area of less than 6,000 square feet.

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

1-J. LIVESTOCK AND POULTRY. 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 bred, kept or maintained for any commercial purpose.

1-K. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Unused dilapidated vehicles shall not be stored within the subdivision.

1-L. WATER SUPPLY AND SEWAGE DISPOSAL. No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of state or local public health authority.

PART 2. ARCHITECTURAL CONTROL COMMITTEE

2-A. MEMBERSHIP. The architectural control committee shall be composed of West Source Realtors, Inc., or their designated representative.

2-B. PRECEDURE. The approval or disapproval as required in these covenants shall be in writing. In the event the Architectural Control Committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART 3. GENERAL PROVISIONS

3-A. TERM. These covenants are to run with the land and shall be binding on the land, all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of thirty (30) 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. Votes shall be counted on the basis of one vote for each lot owned, etc.

3-B. ENFORCEMENT. Enforcement shall be by proceeding 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.

3-C. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall be and remain in full force and effect.

PART 4. ATTEST

IN WITNESS WHEREOF, the said Owner has caused this instrument to be executed this 28th day of March, 1984.

By Millicent Shyne
Millicent Shyne

STATE OF NEW MEXICO }
 I SS
OTERO COUNTY I

The foregoing instrument was acknowledged before me this 28th day of March, 1984, by Millicent Shyne.

NOTARY PUBLIC
MY COMMISSION EXPIRES: August 11, 1986

James R. Howard
Notary Public

STATE OF NEW MEXICO }
OTERO COUNTY I SS

FILED FOR RECORD IN MY OFFICE

This day of March, 1984

At 335 M. and 88-91 recorded

in Book No. 555 Page 88-91

by Kate A. Smith Notary Public

County Clerk Otero County, New Mexico

Mary Blake Deputy



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