569-406 P

COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ZERO LOT LINE ATTACHED DWELLINGS

In an effort to avoid disputes in the future concerning exterior and interior maintenance of party (common) walls of zero lot line properties, the following conditions, covenants, and restrictions shall be established as part of the development's outstanding protective covenants or by separate recorded document to "run with the land".

1. On zero lot line attached or semi-attached buildings, the owners of each building shall be responsible for maintenance of the exterior of their building. No change of paint, stucco, brick, roof color, or design will be permitted without the consent of each owner of any zero lot line attached building.

2. In the event any party wall is damaged or destroyed through the act of one adjoining owner, or any of his guests, tenants, licensees, agents, or members of his family (whether or not such act is negligent or otherwise culpable), so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then such owner who caused or is responsible for such damage, shall rebuild and repair the same to as good condition as formerly without cost to the adjoining owner. In the event any party wall of a zero lot line unit is damaged or destroyed by some cause other than the act of one of the adjoining owners, his agent, tenants, licensees, guests, or family (including ordinary wear and tear and deterioration from lapse of time), then in such event the owner of saidzero lot line unit shall rebuild or repair the same to as good condition as formerly at his sole cost and expense. Any owner, who by his negligent or willful act causes any party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements. Any owner proposing to modify, make additions to, or rebuild his townhouse in any manner which requires the extension or other alteration of any party wall, shall first obtain the written consent of the adjoining owner.

3. Each owner of such a building shall have one vote in all matters of exterior maintenance, repairs, painting, and the cost of these repairs. If the owners of a zero lot line attached or semi-attached dwelling cannot agree on the maintenance, repair and/or painting of the building, they shall submit such dispute to the American Arbitration Association, or to three arbitrators, one chosen by each of the owners and the third by the two so chosen, for the resolution of such differences. The decision of any arbitrator shall be conclusive and binding upon each owner.

4. The covenants and agreements contained herein with respect to the sharing of repair and maintence costs, and painting of the structure and the color of the roofing, and the submission of disputes to arbitration shall be deemed covenants running with each sub-lot improved with a zero lot line attached or semi-attached single-family dwelling, and shall be binding upon and inure to the benefits of each owner thereof, their respective heirs, representatives, successors, and assigns, irrespective of whether the deed or other instrument of conveyance executed in favor of such owners makes specific references thereto.

Lot 1D Replat A, Aspen Park Subdivision, Alamogordo, Otero County, New Mexico. Address: 1214 Adams Avenue.

Marvel L. Morrow
Owner

1214 Adams
Alamogordo, N.M. 88310

STATE OF NEW MEXICO)
SS.
COUNTY OF OTERO)

The foregoing instrument was acknowledged before me this 12 day of December, 19 84, by Marvel L. Morrow

STATE OF NEW MEXICO, County of Otero, ss. I hereby certify that this instrument was filed for record on the 17th day of December, 19 84, at 9:00 o'clock A M., and duly recorded in Book 1, Page ____, of the Records of said county.

By Lea Martinez Deputy

Katie A. Sanchez County Clerk

6006