

RESTRICTIVE COVENANTS

WHEREAS, Ernest L. Best, Arlie Fay Best, A. P. Ruston, Urby Lee Ruston, Annie Jones, Floyd Jones, N. C. Howell, Ruth E. Howell, Erven L. Spencer, Jr., Velda A. Spencer, E. E. Rinker, and Hattie Rinker, being the owners and proprietors of certain lots and parcels of real estate situated wholly within the corporate limits of the City of Alamogordo, County of Otero, State of New Mexico, being described as: The South 110 feet of Block 222-B; and Lots 10, 11, 12, 13, 14, and Lots 15, 16 and 17 of Block 222-A; of the Resubdivision of Block 222 of the Town of Alamogordo, New Mexico.

AND WHEREAS, the said above mentioned property owners desire to place certain restrictions upon and against all of the lots and parcels of real property embraced within the boundaries of the above described real estate, as shown upon the above mentioned plat, pertaining to the buildings, improvements and other matters thereupon;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT the above mentioned property owners hereby declare and agree with all future purchasers of any and all of the lots and parcels of real estate embraced within the boundaries of the above described real estate that the following restrictive covenants do hereby apply to any and all such lots and parcels of real property within the above mentioned lots and parcels of real estate and that such covenants as are hereinafter set out shall run with the land and shall be construed as real covenants shall be binding upon the parties hereto, their heirs, executors, administrators, assigns, and all other persons claiming under them; and are hereby entered into for the benefit of any and all future owners of lots and parcels of real property embraced within the boundaries of the above mentioned lots and parcels of real property;

(a) All lots and parcels of real estate within the boundaries of the above described real estate as shown by the subdivision plat of Blocks 222-A and 222-B, subdividing Block 222 of the City of Alamogordo, New Mexico, shall be used only for residential purposes

and no buildings or other structure of any nature shall be erected, altered, placed or permitted to remain upon any of the said lots or tracts of real estate, other than one (1) detached single family dwelling not to exceed two stories in height, one (1) garage not to exceed a size suitable for housing two (2) automobiles, and such other structures and outbuildings as are commonly used as necessary incidents to the maintenance of a single family residential dwelling, all such dwelling houses, garages and other permissible structures to be erected, placed and maintained in accordance with such zoning ordinances and building codes as may be legally adopted and enforced by the appropriate legislative and governing bodies of the City of Alamogordo, County of Otero, State of New Mexico, when such ordinances and building codes may provide additional or more stringent provisions than those herein set out.

(b) No building or other permissible structure shall be located nearer than twenty-five (25) feet to or farther than thirty (30) feet from the front lot line.

(c) No building or other permissible structure shall be located nearer than five (5) feet to an interior lot line, except that no such side yard shall be required for a garage or other permissible accessory building or structure, the front line of which building or other structure is located within the rear twenty-five percent (25% of the lot, provided, however, that,

(d) No building or other permissible structure shall be located closer than five (5) feet to the rear lot line.

(e) No lot shall be subdivided or in any way be reduced in area to such an extent that the square foot content of such lot is less than the minimum requirement of the City of Alamogordo, Otero County, New Mexico, for a residential lot; but this provision shall not be construed to prohibit use of portions of lots for building purposes for residences where such portions of lots meet the square foot requirement of the City of Alamogordo, or are in excess thereof.

(f) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood and adjoining property owners.

(g) No building shall be erected upon any of the lots hereinabove described or parcels of real estate hereinabove described unless the design and location upon the lot of such building shall conform to and be in harmony with other existing structures upon other of the aforementioned lots and parcels of real estate.

(h) No single family dwelling shall be permitted on any of said lots or parcels of real estate when said dwelling shall have a ground floor square foot area of less than 1100 square feet in the case of a one (1) story structure, nor less than \_\_\_\_\_ square feet in the case of a one and one-half (1½) story or two (2) story structure, the areas in both events being exclusive of porches, stoops, garages, and any other independent attached structures.

(i) For the purposes of these covenants, eaves, steps and unenclosed porches and stoops shall not be considered as a part of the dwelling in applying the minimum distance requirements; provided, however, that this shall not be construed to permit any portion of a building or any structure attached thereto on any lot, to encroach upon the lot of another party.

(j) No structure of ~~any~~ temporary character, nor any trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any of the said lots at any time as a residence either temporarily or permanently. Temporary buildings and other structures designed for use incidental to construction work on any lot shall be permitted to be erected and maintained on such lot; provided, however, that the same shall be completely removed or destroyed immediately upon the completion or abandonment of the said construction work.

(k) No sign boards, bill boards, or other types of structures used for advertising purposes shall be at any time placed,

erected, or maintained upon any lot, dwelling or other permissible structure within the boundaries of the above described real estate, with the exception of temporary signs not exceeding six (6) square feet in area in the event of said signs pertaining to the lease, hire or sale of a building or premises; provided, however, that there shall be no more than one such sign on any one lot or building site.

(1) These covenants and restrictions shall be binding on all parties hereto, their heirs, executors, administrators, assigns, and all persons claiming under them, until the 1st day of January 1982, after 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 original period, or at the end of any of the aforesaid subsequent ten (10) year periods, by a vote of fifty-one percent (51%) or more of the then property owners as hereinafter provided. In case any vote is so taken the record owners of the said lots shall be entitled to one vote for each lot as shown by the residences located thereon, one lot to a residence, and one vote for each vacant lot or building site.

Any person desiring to call an election as hereinabove provided for the purpose of suspending or amending all or any part of these restrictive covenants at the time or times mentioned, in accordance with the foregoing provision will request such election by written notification to the present owners and any and all owners of the said lots at least one (1) year before the expiration of the original period or any of the subsequent ten (10) year periods.

(m) If the parties hereto or any of them or their heirs, executors, administrators, assigns, or persons claiming under them shall violate any of the restrictive covenants herein contained, it shall be lawful for the present owners and any other person or persons owning any of the said lots, or the heirs, executors, administrators, assigns, or persons claiming under such present owners, or other owners, to initiate and prosecute any proceedings at law or equity against such person or persons violating or attempting to

violate any such restrictive covenants, and either to prevent such person or persons from so doing by the procuring of the issuance of any appropriate legal or equitable writ or to recover damages or other dues for such violation.

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

In witness whereof, the parties hereto have signed in quadruplicate this 15<sup>th</sup> day of October, 1956.

Ernest L. Best  
Archie Fay Best  
A.P. Best  
Walter L. Best  
Archie Jones  
Floyd Jones

W. C. Howell  
Ruth E. Howell  
Ernest L. Spencer Jr  
Velda C. Spencer  
E. E. Rinker  
Hattie Rinker

STATE OF NEW MEXICO }  
COUNTY OF OTERO } SS:

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October, 1956, by Ernest L. Best, Archie Fay Best, A.P. Best, Walter L. Best, Archie Jones, Floyd Jones, W.C. Howell, Ruth E. Howell, Ernest L. Spencer, Velda A. Spencer, E.E. Rinker and Hattie Rinker

Andrew M. Volz  
Notary Public

My Commission Expires 3-23-60.

2490

Filed for Record on October 23 1956 at 10:45 A.M. by Margaret County Clerk

