

Filed: April 5, 1951

## RESTRICTIVE COVENANTS

WHEREAS, A. L. Dunn and Erma S. Dunn, his wife, are the owners of the following described real estate in Otero County, New Mexico, to-wit:

All of the Dunn Addition to the City of Alamogordo,  
New Mexico,

a plat of which Addition was approved by the Board of Commissioners of the City of Alamogordo, New Mexico on the 26th day of March, 1951, and filed in the office of the County Clerk of Otero County New Mexico, on the 5th day of April, 1951;

AND WHEREAS, the said A. L. Dunn and Erma S. Dunn, his wife, desire to place certain restrictions upon and against all of the lots and parcels of real property embraced within the boundaries of said Dunn Addition, as shown by the aforementioned plat, pertaining to buildings, improvements, and matters thereupon:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That A. L. Dunn and Erma S. Dunn, his wife, 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 Dunn Addition to the City of Alamogordo, New Mexico, that the following restrictive covenants do hereby apply to any and all such lots and parcels of real estate within said Addition, and that all conveyances of any lot or lots therein shall be subject to certain restrictions, as follows:

(a) All lots in the Dunn Addition to the City of Alamogordo, New Mexico, shall be known and described as two-family residential lots, and no structure shall be erected on any residential building plot other than one, detached, two-family dwelling, not to exceed two stories in height, and private

garages for not more than four cars, and other out-buildings incidental to residential use of the plot, all in accordance with such zoning regulations and building code as may legally apply at the time of construction, except that Lots 300, 301, 336 and 337 in Block 300, and all of Block 200, shall be designated as business lots.

(b) No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than ten (10) feet to any side street line. No building shall be located nearer than five (5) feet to an 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.

(c) No lot shall be resubdivided into , nor shall any dwelling be erected or placed on any lot having a width of less than fifty (50) feet at the minimum building setback line or any area of less than six thousand (6,000) square feet.

(d) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be, or may become, any annoyance or nuisance to the neighborhood.

(e) 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.

(f) No single-family dwelling shall be permitted on any lot in the tract, having a ground-floor, square-foot area of less than six hundred (600) square feet, in the case of a one-story structure, nor less than six hundred (600) ground-floor, square-foot area, in the case of a one and one-half story or

two-story structure, both, exclusive of porches and garages.

(g) The restrictions contained in (b), (c), and (f) shall not apply to those lots designated as business lots.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them, until January 1st, 1975, at which time they shall automatically continue in force for successive periods of ten years each, unless discontinued or amended at the end of the first, or any subsequent ten-year period by a vote of fifty-one per cent, (51%) or more, of the then property owners, as hereinafter provided. These covenants and restrictions, or any portion thereof, may at such time or times, be amended or terminated by a vote of fifty-one per cent (51%) or more of the then property owners. In case any vote is called, the record owners of the lots shall be entitled to one vote for each lot, as shown on the recorded plat.

Any person who desires to call an election for the purpose of suspending or amending all or any part of these protective covenants and restrictions at the time or times mentioned, in accordance with the foregoing provisions, will request such election by written notification to the subdividers and any and all owners of lots within the Addition at least one year before the expiration of the first, or any subsequent ten-year period.

If the parties hereto, or any of them, or their heirs or assigns, shall violate, or attempt to violate, any of the covenants or restrictions contained herein, it shall be lawful for the subdividers, their successors and assigns, or any other person or persons owning any lot in said development or Addition, to prosecute any proceedings at law, or in equity, against the persons or person violating, or attempting to violate, any such covenants or restrictions, and either to prevent him, or them,

from so doing, or to recover damages, or other dues, for such violation.

The 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 said A. L. Dunn and Erma S. Dunn, his wife, have hereunto affixed their hands and seals this 5th day of April, A. D. 1951.

s/ A. L. Dunn

s/ Erma S. Dunn

STATE OF NEW MEXICO )

) SS.

COUNTY OF OTERO )

On this 5th day of April, A. D. 1951, before me personally appeared A. L. Dunn and Erma S. Dunn, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal on this the day and year last above written.

Mary S. Winchester  
Notary Public Otero County  
New Mexico

(Notarial Seal Imprint)

My Commission Expires: 9-1-54