

## RESTRICTIVE COVENANTS

### PART A. PREAMBLE

A. 1: WHEREAS, Walter M. Dyer, Jr., and Voncielle R. Dyer, his wife, are the owners of the following described real estate in Otero county, New Mexico, to wit:

All of the Dyer Subdivision in the  
City of Alamogordo, New Mexico,  
a plat of which Subdivision was approved by the Board of Commissioners of the City of Alamogordo, New Mexico, on the 22nd day of April, 1952;

AND WHEREAS, the said Walter M. Dyer Jr., and Voncielle R. Dyer, his wife, on this 25th day of April 1952 desires to place certain restrictions upon and against all of the lots and parcels of real property embraced within the boundaries of said Dyer Subdivision, as shown by the aforementioned plat, pertaining to buildings, improvements, and matters thereupon.

### PART B. AREA OF APPLICATION

#### B. 1: FULLY<sup>2</sup>PROTECTED RESIDENTIAL AREA

The residential area covenants in Part C in their entirety shall apply to the entire subdivision.

### PART C. RESIDENTIAL AREA COVENANTS

C. 1: 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 stories in height and a private garage for not more than two cars.

C.2: DWELLING SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than seven-hundred square feet (700) for a dwelling of more than one story, or for one story.

C.3: 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 twenty-five (25) feet to the front lot line,

or nearer than fifteen (15) feet to any side street line. No building shall be located nearer than five (5) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located twenty-five (25) feet or more from the front lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear 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.4: 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 an annoyance or nuisance to the neighborhood.

C.5: TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C.6: EXCAVATIONS. No quarrying, mining or other activity of like nature shall be permitted on any lot, except, excavations for normal building activities.

C.7: FENCES AND YARDWALLS. No fence, or yard-wall, shall be built on any lot higher than four (4) feet from the front lot line to the minimum setback line, or twenty-five (25) feet from the front lot line.

#### Part D. General Provisions

D.1: 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.

