

RESTRICTIVE COVENANTS IMPOSED
UPON BLOCKS 1 THROUGH 5, INCLUSIVE,
EASTRIDGE ADDITION, ALAMOGORDO,
NEW MEXICO

The undersigned, DALE BELLAMAH LAND CO., INC., Dale J. Bellamah, President, being the owners of a tract of land located in Section 21, Township 16 South, Range 10 East, N.M.P.M., in the City of Alamogordo, New Mexico, and more particularly described as follows:

Lots 1 through 12, inclusive, Block 1;
Lots 1 through 6, inclusive, Block 2;
Lots 1 through 6, inclusive, Block 3;
Lots 1 through 11, inclusive, Block 4; and
Lots 1 through 11, inclusive, Block 5

EASTRIDGE, an addition to the City of Alamogordo, New Mexico.

1. No dwelling shall be erected or placed on any lot having a width of less than 75 feet, at the minimum building set-back line, or an area of less than 6,700 square feet.
2. 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 stories in height and a private garage for not more than three cars.
3. 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 structures, and as to location with respect to topography and finish grade elevation. Furthermore, no existing building shall be altered, remodeled or changed until plans for such change, alterations or remodeling have been approved by the Architectural Control Committee. Approval shall be as provided in Paragraph 11 hereof.

4. The ground floor area of the main structure, exclusive of detached servants quarters, garages, one-story open porches or other appurtenant structures, shall be not less than 1,500 sq. ft. for a one-story building, nor less than 1,000 sq. ft. for a dwelling of more than one story.

5. 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 on any lot nearer than 25 feet to the front lot line/except in Block 1 or nearer than 15 feet to any side street line. On cul-de-sacs, courts and other unusual shaped lots, the dwelling may be located 20 feet from the front lot line. No dwelling shall be constructed on any lot so that the sum of the side yard set-backs is less than 15 feet, nor shall any structure be erected nearer than 5 feet to an inside property line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building; provided, however, that eaves, steps or open porches may not be constructed nearer than 4 feet to an inside property line, nor shall this be construed to permit any perch of a building on a lot to encroach upon another lot.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as indicated on the Plat of said Addition.

7. 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.

8. 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 kept, bred, or maintained for commercial purpose.

9. 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.

10. 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. All construction shall be completed within six (6) months from date of commencement.

11. The Architectural Control Committee is composed of Dale J. Bellamah, Jeanne L. Bellamah, E. Price Hampson, Travis B. Shaw, Daniel E. Boyle and Robert L.H. Baker, all of Albuquerque, New Mexico. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

12. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

13. 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 thirty (30) 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.

14. Enforcement shall be by proceedings 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.

15. 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.

16. No fence or garden wall, except necessary retaining walls of minimum height, shall be erected between the front building set-back line and the front property line. On corner lots no side street fence or wall, except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer to the front street than the rear of the dwelling, except by written permission of the Architectural Control Committee, nor nearer the side street than the property line.

17. MECHANICAL VARIANCE: A two-inch (2") tolerance variation is allowable to accommodate mechanical variances of construction from the minimum distance requirements from interior lot lines.

IN WITNESS WHEREOF, the undersigned have hereunder set their hands and seals this 17th day of May, 1968.

DALE BELLAMAH LAND CO., INC.

By: Dale J. Bellamah, President

ATTORNEY:

By: Jeanne L. Bellamah, Secretary



