RESTRICTIVE COVENANTS FOR ENCHANTED VALLEY NORTH

KNOW ALL MEN BY THESE PRESENTS:

The Undersigned owners of a portion of Sections 20 and 21, T15S, R11E, N.M.P.M., the same being the real property now duly platted as "Enchanted Valley North Subdivision", Otero County, New Mexico, March 15, 1970 hereby make the following declaration as to limitations, restrictions and uses to which the lots and / or tracts constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified, whether or not the same are embodied in the conveyance or other instrument effecting title thereto.

1.

All tracts in the said ENCHANTED VALLEY NORTH SUBDIVISION, save and except those tracts or blocks set forth in Paragraph 6, are hereby designated, "residential area". The said residential area shall be used for residential purposes only, and no business, manufacturing, commercial enterprises, public or commercial amusement, shall be conducted, operated or maintained thereon.

2.

No basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be erected or permitted to remain. Contractors may use a temporary building during the course of construction. Construction, once commenced, must be completed, as to exterior, within one (1) year.

3.

No old or second-hand buildings shall be moved on any tract in the subdivision, nor shall second-hand materials be used in the construction of any building thereon without the written consent of the Architectural Control Committee. No residence of any kind of what is commonly known as "boxed" or "sheet metal" construction shall be built in said tract unless the same shall be covered upon all its outside walls with stucco, brick, stone or other veneer material.

4.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in cases of rounded corner tract lines, from the intersection of the street property lines extended.

5.

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

6.

No outdoor-type toilet shall be erected or maintained, and all toilets shall be located inside the principal building and shall be connected with proper septic tanks that conform with state and county health laws and regulations. Garbage will be disposed of in accordance with the regulations of the State of New Mexico Department of Health or at the Village of Alamogordo community dump.

7.

Butane tanks and water storage tanks must conform to state regulations and will be located so as not to detract from the appearance of the tract.

8.

No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9.

Tract A may be used for business, commercial enterprises, public or commercial amusement. Provided, however, that no noxious or offensive trade or activities shall be conducted thereon, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10.

No junk cars or vehicles shall be kept on any tract. Any unregistered vehicle may be designated as a junk car. In no event shall any commercial or residential tract be used for a wrecking yard.

11.

The subdividers, and every person hereafter having any right, title or interest in any tract in the said subdivision, shall have the right to prevent or stop violation of any of the said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violation of any of the said restrictions.

12.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until ten (10) years from the date of the filing of these covenants, at which time, the covenants shall be automatically continued in force for successive periods of ten (10) years each unless discontinued or amended at the end of the first or any subsequent ten-year period by a vote of fifty-one (51) per cent or more of the property owners. Record owners of the tracts shall be entitled to one vote

12. (CONTINUED)

for each tract as shown on the recorded plat. Any owner who desires to call an election for the purpose of suspending or amending all or any part of these protective covenants and restrictions after ten (10) years from the date of filing thereof, in accordance with the foregoing provisions, shall request such election by written notification to the subdivider and all record owners of tracts within the subdivision at least one year before the expiration of the first or any subsequent ten-year period.

13.

Failure to enforce any restriction, condition, covenants or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. In the event any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way effect any of the other covenants, conditions or restrictions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have set our hands and seals this _____ day of April 1971.

Lloyd P. King

E. Louise King

STATE OF NEW MEXICO)
) SS:
COUNTY OF OTERO)

The foregoing instrument was acknowledged before me this 10 day of April, 1971 by LLOYD P. KING and E. LOUISE KING, his wife.

My Commission Expires:
JAN. 20, 1972

Ed A. Turner
Notary Public

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STATE [illegible] County of [illegible] Hereby certify that this instrument was filed for record on the 20th day of June 72, at 2:30 P.M., and duly recorded in Book 392, page 43-6 of the Records of said county. [illegible] County Clerk. By [illegible] Deputy

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