Filed: November 12, 1957

RESTRICTIVE COVENANTS

PART A. WHEREAS, ALLISON AND HUTCHINSON CO. INC. is the owner of the following described real estate in Section sixteen (16), Township Sixteen (16) South, Range Ten (10) East, N.M.P.M., Alamogordo, Otero County, New Mexico and being more particularly described as follows to wit:

Lot eleven (11) through Lot twenty-one (21 inclusive;
Block twenty-four (24)
Lot eighteen (18) through Lot thirty-four (34) inclusive;
Block twenty-six (26)
All of Block twenty-seven (27)
All of Block twenty-eight (28)
All of Block twenty-nine (29)
All of Block thirty (30)
Lot one (1) through Lot twenty-seven (27) inclusive;
Block thirty-one (31)
All in Unit "A" of the Heights Addition Units A,B, C & D, as amended, of Alamogordo, Otero County, New Mexico.

AND WHEREAS, said owner above named desires to place certain restrictions in regard to the buildings and improvements to be placed on portions of the above described real estate as follows to wit:

PART B. FULLY RESTRICTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply only to Lot eleven (11) through Lot twenty-one (21) inclusive; Block twenty-four (24). Lot eighteen (18) through Lot thirty-four (34) inclusive; Block twenty-six (26). All of Block twenty-seven (27). All of Block twenty-eight (28). All of Block twenty-nine (29). All of Block thirty (30). Lot one (1) through Lot twenty-seven (27) inclusive; Block thirty-one (31). All in Unit "A" of the Heights Addition Units A,B, C & D, as amended, of Alamogordo, Otero County, New Mexico.

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 and a private carport for not more than two cars or a combination of private carport and private garage for more than a total of four cars.

C-2. ARCHITECTURAL CONTROL. 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 and/or planned structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to the front street, having a height of more than two (2) feet above the floor elevation of the house on the lot, than the minimum building setback line unless similarly approved. There is no restriction as to height of fences which are erected behind the minimum setback line of the front street; there are no restrictions regarding the set back line on the side streets, except as stated or implied herein. Approval shall be as provided in Part D.

C-3. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than $10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwelling shall be of a quality of workmanship and materials substantially the same or better than that

which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,100 square feet for a one-story dwelling nor less than 1,100 square feet for a dwelling of more than one story.

C-4. 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 as permitted by the City of Alamogordo, New Mexico. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a detached garage or other permitted accessory building located 55 feet or more from the minimum building setback line. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 feet to the minimum building setback line except that an irregular shaped lot resulting from a curve in the street shall have a minimum width, at the building setback line of not less than 45 feet, nor shall any lot have an area of less than 6,000 square feet.

C-6. EASEMENTS. Easements for installation and maintenance of uitlities and drainage facilities are reserved as shown on the recorded plat, as amended, of this subdivision.

C-7. 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-8. TEMPORARY STRUCTURES. 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.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP. The architectural control committee is composed of the officers of Allison and Hutchinson Co., Inc. of Alamogordo, 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.

D-2. PROCEDURE. 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 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.

PART E. GENERAL PROVISIONS

E-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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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. Votes shall be counted on the basis of one vote for each lot owned, etc.

E-2. ENFORCEMENT. 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.

E-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in nowise effect any of the other provisions which shall remain in full force and effect.

PART F. ATTEST

IN WITNESS WHEREOF, the said owners have caused this instrument to be executed the 1st day of August 1957.

ALLISON AND HUTCHINSON CO., INC.

By s/ R. H. Hutchinson
President

(SEAL)

s/ Charles L. Allison Jr
Secretary

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

The foregoing instrument was acknowledged before me this 1st day of August 1957, by the President and Secretary of Allison and Hutchinson Co., Inc.

s/ Helen Curtis
Notary Public

My Commission expires: 3/31/59

(Notarial Seal Imprint)