457-543

RESTRICTIVE COVENANTS OF

HOLIDAY SANDS, UNIT 1

ALAMOGORDO, OTERO COUNTY, NEW MEXICO

The undersigned, being owners of the following described real property located in the City of Alamogordo, County of Otero, State of New Mexico, same being the real property now duly platted as HOLIDAY SANDS UNIT 1, a subdivision of the City of Alamogordo, Otero County, State of New Mexico, as such plat is now recorded in Book 22, Page 45 & 46, of the Records of the Otero County Clerk, hereby makes the following declarations as to limitations, restrictions, and uses in which the lots in such subdivision, save and except Tracts A, B, and C may be put, and hereby specifies that such declarations shall constitute covenants to run with all of the lots in said subdivision, save and except Tracts A, B, and C, as provided by law and shall be binding on all parties and all persons claiming under them and for the benefit of limitations of all future owners in such subdivision, such declarations and restrictions being designed for the purpose of keeping the subdivision desireable, uniform and suitable in architectural design and use as specified herein:

1. That the lots shall be used for residential purposes only, and no business, manufacturing or commercial enterprise, public or commercial amusement enterprise shall be conducted, operated, or maintained thereon.

2. No animals other than domestic household pets shall be kept or maintained on said lots. No more than two adult dogs may be kept on any one lot and all dogs shall be kept in a suitable enclosed yard or on leash. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trash, junk, old vehicles not in operating conditions, or any unsightly object shall be allowed upon or maintained or kept upon any of the lots, unless kept out of view.

No washing machines or other appliances may be kept on the outside unless enclosed in an enclosure attached to the dwelling. All clothes lines shall be maintained on the rear of the lot. No television antennas shall be maintained upon any of the lots or exterior of the buildings. Except during construction work, no large construction machinery, dump trucks, tractors, blades, etc. may be parked on any lot. Boats, trailers (including vacation trailers) may only be stored wholly within a garage or carport.

3. "Dwelling" as defined herein for purposes of these restrictive covenants, shall be any mobile home, modular home or similar portable structure designed for full-time occupancy for residential purposes, provided that such dwelling shall be constructed in accordance with applicable building codes of appropriate governmental subdivisions, including the State of New Mexico, and the City of Alamogordo. That in the event that a mobile home is to be used as a dwelling, such mobile home must have the axles removed and must be placed on a permanent masonary foundation. No mobile home of any size shall be placed on any lot in this subdivision except in compliance with this covenant. No such dwelling, is more than seven (7) years old from the date of manufacture at the time said dwelling is placed on a lot in this subdivision. In the event a mobile home is erected as a dwelling with the provisions of this covenant, such mobile home must be skirted with professional quality skirting which shall be intergrated with the general architectural design of the mobile home.

4. There shall not be erected or placed on any one lot more than a single private dwelling, together with the necessary and appurtenant buildings such as servants' quarters and garages customarily used in connection therewith, and no tent, shack, outhouse or structure of a temporary character shall be erected or maintained in said area.

5. All dwellings on said lots shall have a minimum floor area of not less than 720 square feet, exclusive of open porches and garages. If any room in the residence or appurtenant buildings has a sloping ceiling, no portion of the room measuring less than five (5) feet from the finished floor to the finished ceiling shall be included in any computation of the minimum floor area thereof. It is further provided that the placement on a lot of any dwelling including skirting shall be completed within six (6) months from the commencement thereof, act of God excepted.

6. No building or dwelling shall be erected or maintained nearer than five (5) feet to any side lot line, nor nearer than twenty five (25) feet to any front line; nor nearer than fifteen (15) feet to any property line of a lot adjacent to a dedicated street within the subdivision; provided, however, that if any

person owns several continual lots, buildings may be erected or maintained anywhere there on, provided that said buildings or dwellings shall not be nearer than the distances aforesaid to the extreme exterior lot lines of all of said continguous lots taken together as a unit.

7. Exterior surfaces of any structure or dwelling shall not be allowed to become shabby or unkept and all lots shall be properly landscaped and maintained and weeds cut as needed. All trash containers shall be placed underground or completely enclosed. All toilets shall be located inside principal buildings and shall be connected to the City of Alamogordo sanitary sewer system.

8. A dwelling must be placed or placement must commence within six (6) months from the date of passing of equitable title or legal title from the undersigned to the person or persons purchasing a lot.

9. Excavation shall be limited to removal of not more than 100 cubic yards of soil without the prior written consent of the undersigned or their successors in interest, heirs or personal representatives.

10. Off-street parking shall be provided for at least two (2) automobiles on each lot.

11. No fence or free standing wall within or bordering the front yard shall exceed a height of three (3) feet; no fence or free standing wall within or bounding a rear or side yard shall exceed a height of six (6) feet. On a corner lot, no fence or free standing wall over 3 feet in height may be erected so as to come closer to the street side of the corner lot than the required street side yard set back. Fences shall be of growth, masonry, or chain link.

12. No signs shall be erected or maintained in the subdivision which exceed two (2) square feet in area.

13. No brush, trash or other materials shall be burned except in compliance with the fire regulations of the City of Alamogordo, or other appropriate regulatory agency.

14. No buildings shall be erected on natural drainage channels or utility easements.

15. Each mobile home must be skirted so as to conceal its undercarriage and hitch.

16. Each mobile home shall have a covered front porch entrance of a minimum of eight feet by eight feet (8' x 8'), and a porch or patio of at least 200 square feet floor area which shall be attached to the mobile home directly or by a breezeway and must be painted or finished to be architecturally integrated

with the color and finish of the mobile home. Such patio or porch must be completed within one year from placement of the mobile home on the lot.

The covenants, agreements, conditions, reservations, restrictions and charges created and established for the benefit of HOLIDAY SANDS UNIT #1, and each lot therein, save and except Tracts A, B, and C, may be waived, terminated or modified as to the whole of HOLIDAY SANDS UNIT #1, or any portion thereof, with the written consent of fifty one per cent (51%) of the lots in HOLIDAY SANDS UNIT #1. Provided that no such waiver, termination or modification shall be effective within ten (10) years from the date of the recording of these covenants in the Records of the Otero County Clerk, nor shall they be effective until a proper instrument in writing is executed and recorded in the office of the Otero County Clerk signed by the owners of fifty one per cent (51%) of the lots in HOLIDAY SANDS UNIT #1. Owners of such lots shall be determined by reference to the owners of record in the Records of the Otero County Clerk.

Invalidation of any of the foregoing convenants contained herein shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

All of the covenants herein shall run with the ownership of the land and shall ve binding upon the undersigned owners and all parties claiming by, through or under them.

All of the restrictive covenants contained herein are for the benefit of any and all owners of lots within HOLIDAY SANDS UNIT #1, as such plat is filed in the office of the Otero County Clerk, and if the undersigned or any of its assigns, personal representatives, or heirs shall violate or attempt to violate any of said covenants, then it shall be lawful for any other person or persons owning land within said subdivision to

prosecute any proceedings at law or inequity or recover damages or enjoin such act and to have any and all further legal and equitable relief.

WITNESS our hands and seals.

SHELBY F. MILLER

MERLE A. MILLER

CLARE D. MILLER, his wife

WANDA MILLER, his wife

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

The foregoing instrument was acknowledged before me this 24th day of May, 1978, by SHELBY F. MILLER and CLARE D. MILLER, his wife.

Notary Public

My Commission Expires:

9/30/79

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

The foregoing instrument was acknowledged before me this 24th day of May, 1978, by MERLE A. MILLER and WANDA MILLER, his wife.

Notary Public

My Commission Expires:

9/30/79

STATE OF NEW MEXICO }
OTERO COUNTY } ss.
FILED FOR RECORD IN MY OFFICE
This 24 day of August 1978
At 4:10 o'clock P. M. and duly recorded
In Book [illegible] Page [illegible] of
the records of Otero County, New Mexico.
Margaret D. [illegible]
County Clerk, Otero County, New Mexico
By [illegible] Deputy

36027