

By *J. W. [Signature]*

Dequiel

RESTRICTIVE COVENANTS

WHEREAS, THE FOLLOWING PERSONS ARE THE OWNERS OF THE FOLLOWING DESCRIBED REAL ESTATE IN OTERO COUNTY, NEW MEXICO

RESUBDIVISION OF BLOCK TWO HUNDRED TWENTY SIX (226) OF THE CITY OF ALAMOGORDO, NEW MEXICO

J. V. Hyatt and Wanda Hyatt, his wife; J. B. Walser and Janaria R. Walser, his wife; Cecil R. Wilcox and Melba A. Wilcox, his wife; Edward R. St. John and Jewell T. St. John, his wife; Carl Nicholson and Emma Nicholson, his wife; H. W. Dodds and Gertruce Dodds, his wife.

AND WHEREAS, the said above mentioned property owners desire to place certain restrictions upon and against all of the lots and parcels of real property except lots No. 8, 9, and 25 embraced within the boundaries of the above described lots, as shown upon the above mentioned plat, pertaining to the buildings, improvements and other matters thereupon;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT the above mentioned property owners hereby declare and agree with all future purchasers of any and all of the lots and parcels of real estate embraced within the boundaries of the Resubdivision of Block Two Hundred Twenty Six (226) of the City of Alamogordo, New Mexico, that the following restrictive covenants do hereby apply to any and all such lots and parcels of real property within the above mentioned lots of real estate and that such covenants as are hereinafter set out shall run with the land and shall be construed as real covenants; shall be binding upon the parties hereto, their heirs, executors, administrators, assigns, and all other persons claiming under them; and are hereby entered into for the benefit of any and all future owners of lots and parcels of real property embraced within the boundaries of the above mentioned lots and parcels of real estate;

1.a. All lots of less than 7,000 square feet area in the tracts shall be known and described as single-family residential building plot other than one detached single-family dwelling not to exceed two stories in height, and private garages.

(b) Any lots of 7,000 square feet area of more may, in accordance with the provisions of the City Zoning Ordinance, be designated as two-family residential lots and no structure shall be erected thereon except an integral single-family

or two-family dwelling, not to exceed two stories in height, and private garages.

2. No lot shall be subdivided or in any other way be reduced to less than 6,000 square feet area for each single-family dwelling, or less than 7,000 square feet per two-family dwelling.

3. No building shall be located on any lots nearer than twenty five (25) feet to the front lot line, or nearer than fifteen (15) feet to any side street lot line. No dwelling shall be located nearer than five (5) feet to an interior lot line. No dwelling shall be located nearer than twenty five (25) feet to the rear lot line on any lot. For the purpose of this covenants, eaves, steps, and open 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.

4.a. No single-family dwelling shall be permitted on any lot in the tract having a ground floor, square foot area of less than seven hundred (700) square feet in the case of a one-story structure, not less than six hundred fifty (650) square feet ground floor, square foot area in the case of a one and one-half story or two-story structure, both exclusive of porches and garages.

b. No two-family dwelling shall be permitted on any lot in the tract having a ground floor, square foot area of less than One Thousand Three Hundred (1300) square feet in the case of either a one-story or higher structure, exclusive of porches and garages.

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

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

7. No garden walls or fences shall be built higher than three feet between the front set back building line and the front street line.

8. That no shack, barn, shed, tool house, or any temporary structure shall be placed on said property, other than such tool and material sheds as may be necessary in the construction of permanent improvements, and which shall be removed upon the final completion thereof. Nor shall any hog pen, stock yard, or fowl yard (whether operated for profit or otherwise), be placed on said premises, and no excavations shall be made on said premises for the purposes of obtaining sand, rock, clay, dirt, gravel, or ore, whether for profit or otherwise.

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 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.

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 violations or to recover damages.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, THE SAID

J. V. Hyatt
J. V. Hyatt

Wanda Hyatt
Wanda Hyatt

Richard E. Smith

Pauline Smith

Edward R. St. John
Edward R. St. John

Jewell T. St. John
Jewell T. St. John

H. W. Dodds
H. W. Dodds

Gertrude Dodds
Gertrude Dodds

J. B. Walser
J. B. Walser

Janaria R. Walser
Janaria R. Walser

Cecil R. Wilcox
Cecil R. Wilcox

Melba A. Wilcox
Melba A. Wilcox

Carl Nicholson
Carl Nicholson

Emma Nicholson
Emma Nicholson

Cecil L. Thompson

Fredie E. Thompson

has caused this instrument to be executed and affix their seal this 31st day of January 1955.

STATE OF NEW MEXICO }
COUNTY OF OTERO } SS:

On this 31st day of Jan. A.D. 1955, before me personally appeared

J. V. Hyatt	Edward P. St. John
Wanda Hyatt	Jewell T. St. John
J. B. Walser	Carl Nicholson
Janaria R. Walser	Emma Nicholson
Cecil R. Wilcox	H. W. Dodds
Melba A. Wilcox	Gertrude Dodds

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal on this the day and year last above written.



Paul A. Scott
Notary Public
Otero County, New Mexico

My Commission Expires;
10-25-55

72556

STATE OF NEW MEXICO }
OTERO COUNTY }
FILED FOR RECORD IN MY OFFICE

This 31 day of January 1955
at 4:45 o'clock P. M. and
in Book No. 176 Page 482
the records of Otero County, New Mexico.

Margaret D. Sanchez
County Clerk, Otero County, New Mexico

By _____ Deputy

FILED FOR RECORD IN MY OFFICE
OTERO COUNTY }
STATE OF NEW MEXICO } SS

The records of Otero County, New Mexico
in Book No. 176 Page 482
were filed for record on Jan 31 1955
at 4:45 o'clock P. M. and
in the presence of Paul A. Scott
Notary Public

By _____ Deputy

19226