Filed: August 4, 1949

RESTRICTIVE COVENANTS

KILGORE SUBDIVISION

TOWN OF ALAMOGORDO, NEW MEXICO

WHEREAS, Robert H. Kilgore and Mary E. Kilgore, husband and wife, are the owners of a part of Block 204 of the Town of Alamogordo, County of Otero, State of New Mexico, such part of the said Block as is owned by them comprising lots 1 to 16, both inclusive, of the "Kilgore Subdivision", the plat of which was filed in the office of the County Clerk of Otero County, New Mexico, on the 7th day of March, A. D. 1949, with an amended dedication certificate thereto being filed in the office of the said Clerk on the 12th day of April, A. D. 1949; and

WHEREAS, the said Robert H. Kilgore and Mary E. Kilgore desire to place certain restrictions upon and against all of the lots and parcels of real property embraced within the boundaries of the said Kilgore Subdivision, as shown by the aforementioned plat, pertaining to the buildings, improvements and other matters thereupon:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That Robert H. Kilgore and Mary E. Kilgore, husband and wife, hereby declare and agree with all future purchasers of any and all of the lots and parcels of real property embraced within the boundaries of the Kilgore Subdivision of the Town 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 said subdivision 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, administrator, 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 said Kilgore Subdivision:

(A) All lots within the said subdivision as shown by the official plat thereof, shall be used only for residential purposes and no building or other structure of any nature shall be erected, altered, placed or permitted to remain upon any of the said lots, other than one detached single family dwelling not to exceed two stories in height, one garage not to exceed a size suitable for housing two automobiles, and such other structures and out-buildings as are commonly used as necessary incidents to the maintenance of a single family residential dwelling, all such dwelling houses, garages and other permissible structures to be erected, placed and maintained in accordance with such zoning ordinances and building codes as may be legally adopted and enforced by the appropriate legislature and governing bodies of the Town, County or State.

(B) No building or other permissible structure shall be located nearer than five (5) feet to an interior lot line, except that no side yard shall be required for a garage or other permissible accessory building or other structure, the front line of which building or other structure is located sixty (60) feet or more from the front lot line.

(D) No building or other permissible structure shall be erected nearer than five (5) feet to the rear lot line.

(E) There is hereby reserved an easement over the rear five (5) feet of each and every lot for the installation and maintenance of utilities and drainage facilities.

(F) No lot shall be resubdivided nor shall any dwelling be erected or placed upon any lot, when such lot has a width of fifty (50) feet or less at the "front building line" or has an area of six thousand (6,000) square feet or less.

(G) No single family dwelling shall be permitted on any lot in the said subdivision having a ground floor square foot area of less than seven hundred (700) square feet in the case of a one story structure, nor less than six hundred (600) square feet floor area in the case of a one and one-half story or two story structure, the areas in both cases being exclusive of porches, stoops, garages, and any other independent attached structures.

(H) No dwelling shall be permitted to be erected on any lot or lots of the said subdivision at a cost of less than Four Thousand Dollars ($4,000.00), based upon costs prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and of materials substantially the same or better than those which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

(I) For the purposes of these covenants, eaves, steps and unenclosed porches or stoops shall not be considered as a part of the building, in applying the minimum distance requirements; provided, however, that this shall not be construed to permit any portion of a building or any structure attached thereto, on any lot, to encroach upon any other lot.

(J) No structure of a temporary character, nor any trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Temporary buildings and other structures designed for uses incidental to construction work on any lot shall be permitted to be erected and maintained on such lot; provided, however, that the same shall be completely removed or destroyed immediately upon the completion or abandonment of the said construction work.

(K) No sign boards, bill boards, or other types of structures used for advertising purposes shall be at any time placed, erected, or maintained upon any lot, dwelling or other permissible structure within the said subdivision, with the exception of temporary signs not exceeding six (6) square feet in area in the event of the said signs pertaining to the lease, hire or sale of a building or premises; provided, however, that there shall be no more than one such sign on any one lot.

(L) No noxious or offensive activity shall be carried on upon any lot or part thereof within the said subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

These covenants and restrictions shall be binding on all parties hereto, their heirs, executors, administrators, assigns, and all persons claiming under them, until the 1st day of January, 1975, after which time they shall be automatically continued in force for successive periods of ten years each, unless discontinued or amended at the end of the original period, or at the end of any of the aforesaid subsequent ten year periods, by a vote of fifty-one per cent (51%) or more of the then property owners as hereinafter provided. In case any vote is so taken the record owners of the lots within the said subdivision shall be entitled to one vote for each lot as shown on the official recorded plat.

Any person desiring to call an election as hereinbefore provided for the purpose of suspending or amending all or any part of these restrictive covenants at the time or times mentioned, in accordance with the foregoing provisions, will request such election by written notification to the subdividers and any and all owners of lots within the subdivision, at least one year before the expiration of the original period or any of the subsequent ten year periods.

If the parties hereto or any of them or their heirs, executors, administrators, assigns, or persons claiming under them shall violate or attempt to violate any of the restrictive covenants herein contained, it shall be lawful for the subdividers, and any other person or persons owning any lot or lots in the said subdivision, or the heirs, executors, administrators, assigns, or persons claiming under such subdividers, or other owners, to initiate and prosecute any proceedings at law or equity against any such person or persons violating or attempting to violate any such restrictive covenants, and either to prevent such person or persons from so doing by the procuring of the issuance of any appropriate legal or equitable writ or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or other valid Court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

Robert H. Kilgore

Mary E. Kilgore

STATE OF NEW MEXICO)
)
COUNTY OF OTERO)

On this 2nd day of August, 1949, before me personally appeared Robert H. Kilgore and Mary E. Kilgore, to me personally 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.

Ida Howerton
Notary Public
County of Otero, New Mexico

My Commission Expires:
5-11-50