

AMENDED RESTRICTIVE COVENANTS

WHEREAS, HOLLIS T. COKER and CAROLINE R. COKER, his wife, and CHARLES W. DURRETT and SUNNYE GENE DURRETT, his wife, are the owners of the following described real estate in Otero County, New Mexico, to-wit:

Lomas del Sol Subdivision in the City of Alamogordo, New Mexico, according to the plat thereof on file at the office of the Clerk of Otero County.

AND, WHEREAS, said owners above named desire to place certain restrictions in regard to the buildings and improvements thereon and other matters as hereinafter set out upon and against all property in the subdivision, as shown on the filed plat.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the above named owners hereby declare and agree with all future purchasers of lots or buildings sites in the above described tract to the City of Alamogordo, New Mexico, that the following restrictions apply to all lots or building sites in the above described tract and all covenants of any lot or lots: The above described tract shall be subject to certain restrictions as follows:

- (a) All lots in the tract, except Lots 1 through 5, in Block 4, shall be known and described as single family residential lots and no structure shall be erected on any residential building plot other than one detached single family dwelling, not to exceed two stories in height, and private garages for not more than three cars, and other out-buildings incidental to residential use of the plot, all in accordance with zoning regulations and building code as may legally apply at the time of construction.
- (b) No building shall be erected or permitted to remain on any lot nearer than 35 feet to the front lot line; nor nearer than 20 feet to any side street line; nor nearer than 10 feet to any side lot line. The side line restriction shall not apply to a detached garage which shall not be less than 65 feet to the front building line, and also shall not be nearer than 20 feet to any side street line. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line.

For the purposes of this covenant, eaves, steps and open porches shall not be considered as 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.

- (c) No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line and an area of less than 10,000 square feet.
- (d) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- (e) 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.
- (f) No structure of a temporary character, trailer, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.
- (g) No single family dwelling shall be permitted on any lot in the above described tract having a ground floor square foot area of less than 1800 square feet in case of a one-story structure nor less than 1400 square feet ground floor ear in the case of a one and one-half story or a two-story structure, both exclusive of porches and garages, except on Lots 1 through 6, Block 2, which shall have a minimum ground floor of not less than 1000 square feet, exclusive of porches and garages. Lots 1 through 6, Block 2 may be combined and utilized for religious or eleemosynary purposes.
- (h) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded corner lot line, from the intersection of the street property lines extended.
- (i) No old or second-hand buildings shall be moved to any lot in the subdivision.
- (j) No fences or hedge fences more than 3 feet in height shall be constructed, planted, placed or permitted to remain on any lot nearer to any street line than the building setback lines set forth in paragraph (b) above.

- (k) No overhead wires such as electrical, telephone, television cable, will be allowed to be constructed, placed or permitted to remain on any lot in this subdivision, except on Lots 1 through 5 of Block 4.
- (l) Providing, however, nothing contained herein shall be construed to prevent the use as one building site of two or more lots, or the use as a building site of portions of two or more lots, having a street front not less than the frontage of any lot, a portion of which is included in such site, further providing if such two or more lots shall be used as a building site they shall be subject to all other applicable regulations herein contained.
- (m) Lots 1 through 5 in Block 4, and Lots 1 through 6 in Block 2, may be utilized as multiple family, multi-story or condominium type structures.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them, until May 1, 1995, at which time they 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 51% or more, of the then property owners. In case of any vote being called, the record owners of the lots shall be entitled to one vote for each lot as shown on the recorded plat.

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

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for the subdividers, their successors or assigns, or any other

person or persons owning any lot in said development or sub-
division to prosecute any proceedings at law or in equity against
the person or persons violating or attempting to violate any such
covenants or restrictions and either to prevent him or them from
so doing or to recover damages or other dues for such violations.

Invalidation of any one 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 owners have caused this instru-
ment to be executed this 25 day of August, 1975.

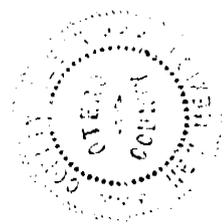
Hollis T. Coker
Hollis T. Coker
Caroline R. Coker
Caroline R. Coker
Charles W. Durrett
Charles W. Durrett
Sunnye Gene Durrett
Sunnye Gene Durrett

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

The foregoing instrument was acknowledged before me this
25 day of August, 1975, by Hollis T. Coker and
Caroline R. Coker, his wife; and by Charles W. Durrett and Sunnye
Gene Durrett, his wife.

Catherine J. [Signature]
Notary Public

My Commission Expires 6/13/76.



STATE OF NEW MEXICO) SS.
OTERO COUNTY
FILED FOR RECORD IN MY OFFICE
This 5 day of Sept 1975
At 10:26 o'clock A.M. and duly recorded
in Book No. 423 Page 179-82 of
the records of Otero County, New Mexico.
[Signature]
County Clerk, Otero County, New Mexico
By [Signature] Deputy

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