

RESTRICTIVE COVENANTS

WHEREAS, Alamogordo Housing Corporation, a New Mexico Corporation, is the owner of the following described real estate in Otero County, New Mexico, to-wit:

The West One-half (1/2) and the North One Hundred Fifty-two and Seventeen One-Hundredths (152.17) feet of the East One-Half (1/2) of Lot Three (3) in Block Two Hundred Eight (208) of the Town of Alamogordo, New Mexico, according to the official plat thereof,

AND WHEREAS, said Alamogordo Housing Corporation desires to place certain restrictions in regard to the buildings and improvements thereon and other matters as hereinafter set out, upon and against all of the said property above described, as shown on the filed plat of the Town of Alamogordo, New Mexico,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Alamogordo Housing Corporation, a New Mexico corporation, hereby declares and agrees with all future purchasers of lots or building sites in the above described tract, that the following restrictions apply to all present and future lots or building sites within said tract, and that all conveyances of any lot or lots therein shall be subject to certain restrictions, as follows:

(a) All lots in the tract 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 such zoning regulations and building code as may legally apply at the time of construction.

(b) No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than twenty (20) feet to any side street line. No building shall be located nearer than five (5) feet to an interior lot line. No dwelling shall be located on any lot nearer than forty (40) feet to the rear lot line. For the purposes of this covenant, eaves, steps, and 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.

(c) No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than fifty (50) feet at the minimum building setback line or an area of less than six thousand (6,000) square feet.

(d) 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.

(e) 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.

(f) 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, nor less than six hundred (600) 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.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1st, 1975, at which time they shall automatically continue in force for successive periods of ten years each unless discontinued or amended at the end of the first or any subsequent ten year period by a vote of fifty-one per cent (51%) or more of the then property owners, as hereinafter provided. These covenants and restrictions, or any portion thereof, may at such time or times, be amended or terminated by a vote of fifty-one per cent (51%) or more of the then property owners. In case any vote is called, the record owners of the lots shall be entitled to one vote for each lot as shown on the then recorded plat.

Any person who desires to call an election for the purpose of suspending or amending all or any part of these protective covenants and restrictions 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 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 and assigns, or any other person or persons owning any lot in said development or subdivision 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 violation.

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

IN WITNESS WHEREOF the said Alamogordo Housing Corporation has caused this instrument to be executed by its duly authorized president, attested by its secretary and its corporate seal hereunto affixed this 12th day of July, A. D. 1950.

(Corporate Seal Imprint)

ATTEST:

Ray L. Moore
Secretary

ALAMOGORDO HOUSING CORPORATION

By M. R. Prestridge
President

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

On this 12th day of July, A. D. 1950, before me personally appeared M. R. Prestridge, to me personally known, who being first duly sworn by me, did say that he is the President of Alamogordo Housing Corporation, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said M. R. Prestridge acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal the day and year last above written.

(Notarial Seal Imprint)

My Commission Expires:
Dec. 18, 1953

Naomi H. Robinson
Notary Public,
Otero County, New Mexico

The foregoing instrument was filed for record in my office on this the 19th day of July, 1950, at 3:20 o'clock P. M.

Helen Shields
County Clerk