

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:

All of Blocks One, Two, Three and Four, Lover's Lane Addition to the Town of Alamogordo, New Mexico, according to the plat of said subdivision filed in the Office of the County Clerk, Otero County, New Mexico, on the 14th day of November, 1949.

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 property in the Subdivision as shown on the filed plat.

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 named "LOVER'S LANE ADDITION" to the Town of Alamogordo, New Mexico, that the following restriction apply to all lots or building sites in said Subdivision known as "LOVER'S LANE ADDITION" to the Town of Alamogordo, New Mexico, 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 3 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 to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than five feet (5) to an interior lot line. No dwelling shall be located on any lot nearer than 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 50 feet at the minimum building setback line or an area of less than 6,000 square feet.

(d) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

(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, basement, tent, shack, garage, barn, or other outbuilding 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 tract having a ground floor square foot area of less than 700 square feet in the case of a one-story structure, nor less than 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 be automatically continued 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 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 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 recorded plat.

Any person who desires to call an election for the purpose 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 effect 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 16th day of November, 1949.

ALAMOGORDO HOUSING CORPORATION (SEAL)

By /s/ M. R. Prestridge
President

ATTEST:
/s/ Ray L. Moore
Secretary

STATE OF NEW MEXICO)
)SS
COUNTY OF OTERO)

On this 16th day of November, 1949, 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.

/s/ Mrs. Maxine E. Preston (SEAL)
Notary Public

My commission expires March 8, 1952

We certify that the foregoing is a true copy of that certain instrument recorded in Book 146 at Page 101 of the records of Otero County, New Mexico.

PIONEER ABSTRACT COMPANY

BY 