RESTRICTIVE COVENANTS

WHEREAS, Verle E. Clarke and Billie Mae Clarke, his wife; are the owners of the following described real estate in Otero County, New Mexico, To-wit:

Lots One (1), Two (2), Three (3), Four (4) and Five (5) of the Resubdivision of Lot Two (2) in Block Ninety-eight (98) of the Town of Alamogordo, New Mexico.

AND WHEREAS, the said Verle E. Clarke and Billie Mae Clarke, his wife; on the 20th day of October, 1958, desire to place certain restrictions upon and against the lots and parcels of real property above described.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Verle E. Clarke and Billie Mae Clarke, his wife, hereby declare and agree with all future purchasers of lots of building sites in the above named lots of the City of Alamogordo, New Mexico, that all conveyances of said lots therein shall be subject to said restrictions as follows:

(a) All lots shall be known and described as single family residential lots, and no structures shall be erected on any single family residential building plot other than one detached single family residential dwelling, not to exceed two stories in height, private garages and garden structures such as ordinarily used in connection with a single family residence.

(b) No building shall be erected or permitted to remain on any lot nearer than 25 feet to the front lot line or nearer than 15 feet to any side street line; nor nearer than 5 feet to any side lot line, These side line restrictions shall not apply to a detached garage, which shall not be less than 65 feet from the front building line. No dwelling shall be located on any lot nearer than 30 feet to the rear lot line or twenty per cent of the depth of the entire lot, whichever amount is smaller. 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 residential lots shall be re-subdivided into building plots having less than 6000 square feet in area.

(d) No trailer, basement, tent, shack, garage, barn, or other out-building shall at any time be used on any part of the tract as a residence temporarily or permanently, nor shall any residence of a temporary character be erected or permitted on any part of the tract.

(e) Any structure, once commenced shall be completed, as to exterior, in accordance with the provisions of these restrictions in not more than one year from the date of commencement.

(f) No building, fence, or wall shall be erected on any lot until the design, construction and location thereof has been approved in writing by the subdivider, their successors or assigns, or by a committee appointed by the subdivider, his successors or assigns, to whom the right to so appoint may have been assigned. However, in the event that such a committee is not in existance or fails to approve or disapprove such design of location within 30 days from date plans are submitted for approval, then such approval will not be required; provided, nevertheless, the design of the building and its location on the lot shall conform to and be in harmony with existing structures in the tract and these restrictions.

(g) No single family dwelling shall be permitted on any lot in the tract having a ground floor area of less than 800 square feet in the case of a one-story structure, nor less than 700 ground floor square feet in the case of a one and one-half or two-story structure, both exclusive of porches and garages.

(h) No multi-family dwelling unit shall be permitted on any lot in the tract.

(i) 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.

(j) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purposes.

(k) No trade or profession shall be carried on or practices for commercial purposes on any residential lot. No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than four square feet in area advertising the property for sale or rent, or signs used by the subdivider to advertise the property during the construction period.

(l) 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 interesection of the street property lines extended.

(m) No old or second-hand buildings shall be moved on any lot in the subdivision, and no second-hand materials shall be used in the construction thereon.

(n) No fences, except hedge fences not 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 set-back lines.

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 1, 1983, at which time they shall be automatically continued in force for successive periods of ten (10) years each inless 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 of suspending or amending all or any part of these protective covenants and restrictions after January 1, 1983, in accordance with the foregoing provisions, will request such election by written notification to the subdivider 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, or any future owner of a lot or lots in said subdivision, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for the subdivider, his successor or 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 from such violations.

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

BOOK 236 PAGE 467

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 20th day of October, 1958, A.D.

Verle E. Clarke (Seal)

Billie Mae Clarke (Seal)

STATE OF NEW MEXICO)
)
COUNTY OF OTERO)

On this 20th day of October, 1958, before me personally appeared Verle E. Clarke and Billie Mae Clarke, his wife, 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 DAY AND YEAR LAST ABOVE WRITTEN.

My commission expires Jan. 27, 1960

Gertrude Courtney
Notary Public, Otero County, New Mexico

#15859

STATE OF NEW MEXICO
OTERO COUNTY
FILED FOR RECORD IN MY OFFICE
This 21 day of October, 1958
at 8:30 o'clock A.M. and duly recorded
in Book No. 236 page 465-467
of the records of Otero County, New Mexico
Margaret W. Sanchez
County Clerk, Otero County, New Mexico
By Ginger Yearley