

RESTRICTIVE COVENANTS
MOUNTAIN VIEW ADDITION UNIT #2

STATE OF NEW MEXICO

COUNTY OF OTERO

PART A. PREAMBLE

The undersigned, C. R. Eden of Albuquerque, New Mexico, the owner of the following described real estate in Otero County, New Mexico; to wit:

Lots 1 thru 5 Block 18, Lots 1 thru 16 Block 19, Lots 1 thru 18 Block 20, Lots 1 thru 23, Block 21, Lots 1 thru 10 Block 22, Lots 1 thru 28 Block 23, Lots 1 thru 21 Block 24, Lots 1 thru 4 Block 25 and Lots 1 thru 4 Block 26, the same being the real estate now duly platted as Mountain View Addition, Unit #2 of the City of Alamogordo, New Mexico as said plat was recorded on February 26, 1959, in the records of said county, do on this 18th day of March, 1959, hereby make the following declarations to limitations, restrictions, and uses to which the lots and tracts constituting said Subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said Subdivision, this declaration of restrictions being designed for the purpose of keeping said Subdivision desirable, insuring the use of the property for attractive residential purposes only, preventing nuisances and impairment of the attractiveness of the property, maintaining the desired tone of the community and fair and adequate property values in said Subdivision, and thereby securing to each site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

PART B. AREA OF APPLICATION

The residential area covenants in part C in their entirety shall apply to all lots and blocks in said subdivision.

PART C. RESIDENTIAL AREA COVENANTS

C-1. Land Use and building type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

C-2. Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line unless approved. Approval shall be as provided in Part E.

C-3. Dwelling Cost, Quality and Size: No dwelling shall be permitted on any lot at a cost of less than \$5,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages shall not be less than 750 square feet for a dwelling of more than one story.

C-4. Building Location: No building shall be located on any lot nearer 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 less than 25 feet nor more than 35 feet from the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except for a detached garage 65 feet from front lot line.

C-5. Lot Area and Width: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.

C-6. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

C-7. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

C-8. Temporary Structures: 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.

C-9. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-10. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derricks or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11. Livestock and Poultry: 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 purpose.

C-12. No fence, wall or hedge higher than five feet shall be erected or maintained on any premises in said Subdivision. No building, wall or fence shall have a door or gate which is so constructed that it may swing out into a public road.

C-13. Front Fences: No fence or wall shall be constructed or allowed to remain nearer any street than the building setback line.

E-1. Membership: The architectural control committee is composed of Virgil H. Stevill, Chester R. Eden, and F. A. "Bud" Lewis, Albuquerque, New Mexico. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

E-2. Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART F. GENERAL PROVISIONS:

F-1. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years

unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

F-2. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or person violating or attempting to violate any covenant either to restrain violation or to recover damages.

F-3. Servability: Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS my hand and seal this 18th day of March, 1959 at Albuquerque, Bernalillo County, New Mexico

/s/ C R Eden
C. R. Eden

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) SS

On this 18th day of March, 1959, before me personally appeared C. R. EDEN known to be the person described in and who executed the foregoing instrument and acknowledge that he executed the same as his free act and deed.

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

/s/ Virgil H. Stovall
Notary Public

(Notarial Seal Imprint)

My Commission expires: Oct. 18, 1961

State of New Mexico, County of Otero, ss, I hereby certify that this instrument was filed for record on the 5 day of June, 1959, at 10:35 o'clock A. M., and duly recorded in Book 248, Page 366-370 of the records of said County.

/s/ Margaret D. Sanchez
County Clerk
By /s/ Ginger Yearley
Deputy

(County Clerk Seal Imprint)