

RESTRICTIVE COVENANTS

PART A. WHEREAS, B & C JOINT VENTURE is the Owner of a majority of the lots in North Scenic Subdivision, Unit 3, Otero County, New Mexico:

WHEREAS, said above named parties desire to place certain restrictions in regard to the buildings and improvements to be placed on portions of the above described real estate, and activities which may be conducted on said real property, on portions thereof, as follows, to-wit:

PART B. FULLY RESTRICTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to Lots 9 through 31, of North Scenic Subdivision, Unit 3, Otero County, New Mexico.

PART C. LAND USE AND BUILDING TYPE. It is the intention of said owners to develop and improve the above described real estate. In order to carry out this plan, said owners do hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which said real estate shall be improved or sold and conveyed by them as owners thereof. Each and every one of these covenants, conditions, reservations, and restrictions is, and all are, for the benefit of each subsequent owner of land, or any interest therein, and shall enure to and pass with each and every parcel of such real estate, and shall bind the respective successors in interest of the present owners thereof. These covenants, reservations, conditions, and

restrictions and each is imposed upon such real estate on any portion thereof and all of which are to be construed as restrictive covenants running with the title to such land and with each and every parcel thereof, to-wit:

D-1. ARCHITECTURAL CONTROL COMMITTEE. All plans for the construction of private road and driveways and all building plans for any building, fence, wall, or structure to be erected upon any portion of the real estate and the proposed location thereupon upon the same and any changes after approval thereof of any remodeling, reconstruction, alteration, or addition to any building, road, driveway, or other structure upon such premises shall require the approval in writing of the Architectural Control Committee within the subdivision and for approval as to location with respect to ownership dividing lines, topography, and finish grade elevation and roadways. Initially, the Architectural Control Committee shall be composed of three members as follows:

- a. JACK BATES  
14 GARDEN AVE.  
ALAMOGORDO, NM 88310
- b. CHARLES HEPRELL  
37 HIGH SIERRA DR.  
ALAMOGORDO, NM 88310
- c. DARYL CHESSER  
PO BOX 127  
LA LUE, NM 88337

or such other persons, or successors to such named persons, as shall be named by the remaining members of the Committee.

D-2. RESIDENTIAL USE. All of said real estate and each and every one thereof are for single-family residential purposes

only. All residences shall be of a new, permanent type and quality, constructed on site. No improvement of structure whatsoever, other than the first class private dwelling house, patio walls, swimming pool, garage, and customary outbuildings, may be erected, placed, or maintained on any lot.

C-3. MAIN RESIDENCE AREA. The ground floor area of the main building shall not be less than 1500 square feet of heated area, and the ground floor level under roof shall not be less than 2000 square feet or its substantial equivalent. No residence shall be more than two stories in height above ground.

C-4. CONSTRUCTION. When the construction of any building is once begun, work thereupon must be prosecuted diligently and must be completed within a reasonable time. No shacks or temporary buildings shall be permitted upon any lot. No dwelling shall be occupied until its construction is completed.

C-5. WALLING AND ANTENNAE. All garbage cans, equipment, wood piles shall be walled in to conceal them from the view of neighboring lots, roads, or streets. Plans for enclosures of this nature must be approved by the Architectural Control Committee. No television antenna shall extend higher than the roof of any structure, and all antennae shall be subject to approval of the Architectural Control Committee prior to installation.

C-6. FENCING. All exterior boundaries of each lot will be fenced with pipe and cable painted white. Plans for any other type fence must be approved by the Architectural Control

Committee.

D-7. ANIMALS. The owner or lawful possessor of any land shall not be permitted to maintain any animals except for dogs and cats or domestic pets which are in fact house pets. Provided all such animals must be restrained from trespassing upon other premises. No commercial use of benefit may be enjoyed by the owner or any other person from the maintenance of these animals upon the premises. Any exterior structure used to confine any animal kept or maintained upon the premises must be approved by the Architectural Control Committee.

D-8. NUISANCES. None of the real estate shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclear or untidy condition or that will be obnoxious to the eye nor shall any substance, thing, or material be kept out upon any lot that would emit foul or noxious odors or that would cause noise that will or might disturb the peace, quiet, and comfort or serenity of the occupants of surrounding property or would otherwise frustrate or impede the general plan of development expressed in the covenant establishing the Architectural Control Committee.

D-9. SIGNS. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any real estate or portion thereof or improvement thereof except that a discreet and unobtrusive name and address sign of modest dimensions may be placed on each owners real estate. Nothing

herein shall be construed to prevent the owner, their successors and assigns, from erecting, placing, or maintaining on structures and edifices as may be deemed necessary by ~~the~~ for the operation of the real estate.

C-10. FILLING AND REMOVING. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. No rock, gravel, or earth shall be excavated or removed from any property for commercial purposes.

C-11. SEWAGE FACILITIES. Outhouses and cesspools are strictly prohibited. All sewage facilities shall consist of septic tanks which shall be located and constructed only in accordance with the rules and regulations of those governmental agencies having jurisdiction over the construction of sewage facilities.

C-12. FIREARMS. No firearms of any type or kind shall be discharged by any owner, person in possession, or invitees of the same within the confines of the real estate.

C-13. USE OF PREMISES CONTRARY TO LAW. No premises shall be constructed, improved, or maintained in any manner or for any purpose contrary to law or to lawful regulation of any governmental agency.

C-14. REMEDIES FOR VIOLATIONS. For a violation or a breach of any of these covenants, reservations, conditions, and restrictions by any person claiming by, through, or under the subdivider, or by virtue of any judicial proceedings, the sub-

divider, and the lot owners, or any of them individually or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. Such persons so proceeding shall be entitled to its, his, or her attorney's fees and costs. The failure promptly to enforce any of the covenants, restrictions, conditions and reservations shall not bar their subsequent enforcement. The invalidation of any one or more of the covenants, reservations, conditions, and restrictions by any Court of competent jurisdiction in no way shall affect the right of any of the other covenants, reservations, conditions, and restrictions, but those not so invalidated shall remain in full force and effect.

C-15. FURTHER DIVISION OF REAL ESTATE. No subsequent owner who has purchased the property for residential purposes may further divide or parcel any real estate with the exterior boundaries.

C-16. DURATION OF RESTRICTIVE COVENANTS. The restrictive covenants herein shall remain in full force and effect for a period of twenty years from date. Said restrictions shall thereafter continue for successive twenty year periods except that at any time such restriction may be amended, in whole or in part by the owners of three-fourths or more of the acreage within said subdivision. Provided, however, if such term or succession of terms shall violate the rule against perpetuities, then in that event such terms shall be reduced to that period of time



STATE OF NEW MEXICO  
COUNTY OF OTERO

Signed for record in the Office of the County Clerk of Otero  
County, New Mexico, on the 18 day of July, 1925, at 8:30  
00 o'clock, A.M., and duly recorded in Book No. 807 Page 647-654  
of the records of Otero County, New Mexico.

Mary P. Quintana, County Clerk  
By: Lynn Estrada, Deputy 6805