

Filed: July 17, 1958

PROTECTIVE COVENANTS

WHEREAS, E. H. Peavy and Frances Peavy, his wife, and F. E. McMurry and Kathryn McMurry, his wife, are the owners of the following described real estate in Otero County, New Mexico, to-wit:

Panorama Terrace Subdivision, Alamogordo, Otero County, New Mexico, situated in the Southeast Quarter of Section 30, T16S, R10E, NMPM, more particularly described as follows:

Beginning at the Section corner common to Sections 29, 30, 31 and 32, Township 16 South, Range 10 East, NMPM; Thence N 1° 11' W a distance of 1,320.51 feet; Thence S 88° 26' W a distance of 1,863.68 feet; Thence S 1° 06' E a distance of 396 feet; Thence N 88° 27' E a distance of 540.12 feet; Thence S 1° 07' E a distance of 924.30 feet; Thence N 88° 27' E a distance of 1,324.82 feet to the place of beginning; according to the plat of said subdivision filed in the Office of the County Clerk, Otero County, New Mexico, on the 6th day of June, 1958.

AND WHEREAS, the said E. H. Peavy, Frances Peavy, F. E. McMurry and Kathryn McMurry, owners, desire 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 E. H. Peavy, Frances Peavy, F. E. McMurry and Kathryn McMurry, of Alamogordo, New Mexico, the owners, hereby declare and agree with all future purchasers of lots or building sites in the above named Panorama Terrace Subdivision to the City of Alamogordo, New Mexico, that the following restrictions apply to all lots or building sites in said Subdivision known as "Panorama Terrace Subdivision" to the City of Alamogordo, New Mexico, and all conveyances of any lot or lots therein, with the exception of the tract for use as park area, shall be subject to certain restrictions as follows:

1. All lots in the tract shall be known and described as single family residential lots and no structure shall be erected altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.

2. No dwelling shall be permitted on any lot at a cost of less than \$9,000.00 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 be not less than 850 square feet, and exterior walls shall be masonry construction or veneer, with the possible exception of gable ends, and front from wainscoting height to roof line.

3. 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 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 5 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 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.

4. 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 6000 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. 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.

7. 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 derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

8. 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.

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. 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.

12. 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.

13. 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.

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

15. Invalidity of any one of these covenants by judgment or

court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed in quadruplicate on the 8th day of July, 1958.

s/ E. H. Peavy

s/ Frances Peavy

s/ F. E. McMurry

s/ Kathryn McMurry

STATE OF NEW MEXICO }
COUNTY OF OTERO } SS:

The foregoing instrument was acknowledged before me this 8th day of July, 1958, by E. H. Peavy, Frances Peavy, F. E. McMurry, and Kathryn McMurry.

(Notarial Seal)

s/ Audrey M. Volz
Notary Public

My Commission Expires March 23, 1960