

RESTRICTIVE COVENANTS

PART A. WHEREAS, the CITY OF ALAMOGORDO, NEW MEXICO, a municipal corporation, is the owner of the following described real estate in the City of Alamogordo, Otero County, New Mexico:

Lots One (1) through Nine (9) of the Final Replat of the Scenic Addition to the City of Alamogordo, Otero County, New Mexico,

AND WHEREAS, said owner above named desires to place certain restrictions in regard to the buildings and improvements to be placed on portions of the above described real estate as follows, to-wit:

PART B. FULLY RESTRICTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to:

Lots One (1) through Nine (9) of the Final Replat of the Scenic Addition to the City of Alamogordo, Otero County, New Mexico.

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 a single family dwelling not to exceed two and one-half stories in height.

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 and/or planned structures, as to location with respect to topography and finished grade elevation. No fence or wall, except necessary retaining walls of minimum heights, shall be erected or allowed to

remain nearer the front street than the front building setback line.

C-3. Dwelling Quality and Size. No building shall be permitted on any lot unless the exterior front wall is of brick construction. The side and back walls may be constructed of stucco or brick veneer, it being the intention and purpose of these covenants to assure that all dwellings shall be of a like quality of workmanship and materials. The living area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,400 square feet. Each dwelling shall have a minimum roof pitch of 3 and 12.

C-4. Building Location. No building shall be located on any lot nearer to the front lot line nor nearer to the side street line than the minimum building setback lines as permitted by the City of Alamogordo, New Mexico.

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

C-6. 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 an annoyance or nuisance to the neighborhood.

C-7. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. Membership. The Architectural Control Committee is composed of the members of the City Commission of the City of Alamogordo, New Mexico. A majority of the committee may designate a representative to act for it. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed

pursuant to this covenant.

D-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 thirty (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 E. GENERAL PROVISIONS.

E-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 (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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. Votes shall be counted on the basis of one vote for each lot owned.

E-2. Enforcement. 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.

E-3. Severability. Invalidation of any one of these covenants by a 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 CITY OF ALAMOGORDO, NEW MEXICO, a municipal corporation, has caused this instrument to

