

**SEDONA RIDGE ESTATES  
RESTRICTIVE COVENANTS**

Part A. WHEREAS SEDONA DEVELOPMENT, INC., A NEW MEXICO CORPORATION, is the Owner of Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 25, 27, 28 and 29 of SEDONA RIDGE ESTATES, PHASE 1, Located in Section, Township, Range, N.M.P.M., Alamogordo, Otero County, New Mexico.

And Whereas, said Owner above names desires to place certain restrictions in regard to the building 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 13 through 29, Sedona Ridge Estates, PHASE 1, Alamogordo, Otero County, New Mexico.

Part C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE.

No lots 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 stories in height: and a private attached garage for not more than five cars or a private attached carport for not more than three cars. Garages or carports shall contain a minimum of 420 square feet.

Modular and pre-fabricated construction is prohibited.

C-2. ARCHITECTURAL CONTROL.

No building shall be erected, placed, or altered nor shall any excavation of lot be done prior to written approval by the ARCHITECTURAL CONTROL COMMITTEE.

Any Accessory Buildings, Additions, Fencing and Retaining Walls, shall be the same as Main Residential Structure including Exterior Veneer, Roofing, Fencing, and Retaining Walls.

No fence or wall, except necessary retaining walls of a minimum height, shall be erected or allowed to remain nearer the front street than the front building setback line.

The Approval Process shall be as provided in Part D.

On corner lots, no side fence or walls, except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer to the front street than the front of the dwelling, nor nearer to the side street than the property line. The height of fences, which are erected behind the minimum set back line of the front street, shall be in accordance with the ordinance of the City of Alamogordo.

All fence or walls shall be a minimum of 2 feet in height.

All fences or walls shall be of rock masonry construction.

All gates must be metal and or wrought iron construction. Rock and wrought iron fences are allowed provided that no more than ½ of the total fence height can be wrought iron.

It is agreed that cost incurred by first property owner, excluding developer, for the construction of rock fences and/or retaining walls common to adjacent lot or lots

will be shared 50% / 50% by future property owners, excluding developer, at the time adjoining lot or lots are purchased from developer.

Property owner shall be responsible for construction of a 4-foot width sidewalk, adjacent to the curb, for the full length of the curb adjacent to the lot.

Property owner shall also be responsible for the construction of a driveway from the street to garages and/or carports. Dirt and gravel driveways are prohibited.

Rural newspaper delivery boxes are prohibited.

#### C-3 DWELLING COST, QUALITY AND SIZE.

No building shall be permitted on any lot at a cost of less than \$100,000.00, not including lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants 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 the covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

The living area of the main structure, exclusive of open porches and garages, carports, decks, balconies and all other non living areas shall contain not less than 1600 square feet of heated, living area.

#### C-4 BUILDING LOCATION.

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 set back lines allowed by the City of Alamogordo on the recorded plat.

Front building set back to be a minimum of 20 feet from the front property line.

Front entry garages must be a minimum of 25 feet from the front property line.

#### C-5 EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Sedona Ridge Estates, Unit 1, 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.

Clotheslines and woodpiles shall be totally screened from view from neighboring lots and from the front and/or side of the residence.

Vacant lots shall be kept clean and free of accumulations of rubbish.

Inoperative vehicles shall not be stored on any lot.

#### C-7 TEMPORARY STRUCTURES.

No structure of a temporary character, recreational vehicle, trailer, basement, tent, shack, garage, barn out-building or residence that has not received a certificate of occupancy from the City of Alamogordo shall be used on any lot at any time as a residence either temporarily or permanently.

#### C-8 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, or three signs of not more than five square feet each, advertising the property for sale or rent, or three signs of not more than five square feet each used by a licensed contractor to advertise

the property and/or contractor during construction and sales period. Developer reserves the right to advertise lots and/or land for sale with signs not to exceed 32 square feet each.

**C-9 OIL AND MINING OPERATION.**

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, natural gas or water shall be erected, maintained or permitted upon any lot.

**C-10 PETS, LIVESTOCK AND POULTRY.**

No pets including but not limited to dogs, cats, rabbits that are or become a nuisance due to but not limited to excessive barking, digging, biting, vicious or leaving droppings shall be allowed on or in any lot.

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

**C-11 GARBAGE AND REFUSE DISPOSAL.**

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 and shall not be allowed to accumulate.

All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Portable containers shall be screened from view from the street except on scheduled pick up days and one day prior to scheduled pick up day.

**C-12 WATER SUPPLY.**

No individual water supply system shall be permitted on any lot.

**C-13 SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any lot.

**C-14 STORAGE OF RECREATIONAL VEHICLES.**

Recreational vehicles including but not limited to boats, airplanes, RV trailers, horse trailers, motor homes, campers, cap trailers, utility trailers, and racecars. No recreational vehicle shall be parked or stored any closer to the street than 5 feet behind the front of the residence.

No recreational vehicle shall be stored on the side street side of any corner lot.

No recreational vehicle shall be stored or parked on any street within or adjacent to the subdivision.

Recreational vehicles will be allowed temporarily, maximum 1 week, for the purpose of loading or unloading or visitors as long as it does not exceed 1 week in a 30 day period.

**C-15 ANTENNAE.**

No television or radio antenna shall be permitted to extent higher than 2 feet above the roof of any structure if roof mounted.

Any television or radio antenna that is ground or pole mounted shall be screened from view from neighboring lots and from the front and side street view.

All antennae shall be subject to approval of the Architectural Control Committee.

**C-16 CONSTRUCTION PERIOD.**

It is required that construction trash and debris be contained on site during construction so not to be a nuisance and/or spread to surrounding property owners.

Each construction project must maintain toilet facility availability during construction period.

Excess construction materials including but not limited to concrete, dirt, gravel, rock and other materials left on neighboring lots shall be removed in their entirety at such time as substantial completion of project is achieved and/or at such time that said lot is needed and/or sold by/to another third party.

#### PART D. ARCHITECTURAL CONTROL COMMITTEE

##### D-1 MEMBERSHIP.

The Architectural Control Committee shall be composed of the Board of Directors of Sedona Development, Inc.

##### D-2 PROCEDURE.

Building plans to be submitted for approval shall include as a minimum: site plan including grades, setbacks and fencing; floor plans including square footages; exterior elevations including a complete description of exterior materials, finish and roofing. Above plans and specifications will be kept by Architectural Control Committee.

The approval as required in these covenants shall be in writing.

In the event the Architectural Control Committee fails to approve or disapprove within 30 days after plans and specifications have been submitted, 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.

Approval requirements and procedures apply to first and subsequent lot owners until initial residence has been completed.

##### D-3 BUILDING TIME REQUIREMENTS.

Construction must begin within 24 months of purchase of lot. This time requirement shall apply to the first and subsequent property owners with 24 month construction requirement beginning with the first property owner. Developer reserves the option, for \$1.00 consideration, to purchase back said lot at the original sales price if construction has not began within the 24 month construction requirement. Developer option must be exercised within 90 days after expiration of the 24 month construction requirement deadline.

Purchase back by developer shall be at the original sales price and shall not include any allowance for appreciation, depreciation, interest, property taxes or other costs or expenses incurred from date of purchase.

This clause, D-3, will be recorded with deed.

The \$1.00 option will be with held from developers/sellers proceeds at the time of closing and deed transfer and paid to lot purchaser at that time.

#### PART E. GENERAL PROVISIONS.

##### E-1. Term.

These covenants are to run with the land and shall be binding on the land, all parties and all persons claiming under them for a period of thirty (30) years from

the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of thirty (30) 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.

These covenants may be amended at any time by a majority of the owners at the time of the amendment. An instrument signed by a majority of the owners shall be recorded with the County Clerk.

**E-2 ENFORCEMENT.**

Enforcement shall be by proceeding 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 judgement or court order shall in nowise effect any of the other provisions, which shall be and remain in full force and effect.

**PART F. ATTEST.**

IN WITNESS WHEREOF, the said director of Sedona Development, Inc. has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

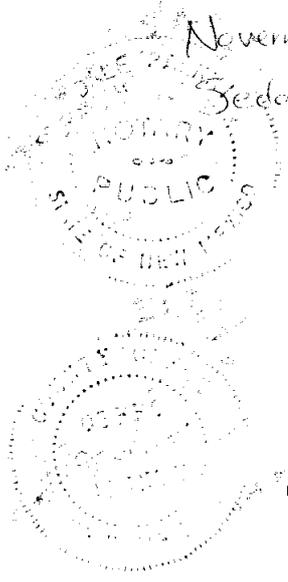
Sedona Development, Inc.

By: *Mark Bolin*  
*Vice President*  
*Sedona Development Inc.*

*Acknowledged before me this 6<sup>th</sup> day of November, 2002 by Mark Bolin, Vice President, Sedona Development, Inc.*

*Dale Palka*  
*Notary Public*

*Commission Expires*  
*4-18-04*



STATE OF NEW MEXICO } S.S.  
OTERO COUNTY  
FILED FOR RECORD IN MY OFFICE  
*6* day of *November*, 2002  
*1:30* o'clock *P* M and duly recorded  
*10-14* *886-890*  
*Mark Bolin* New Mexico  
Director, Otero County, New Mexico  
*Christina Nunez* Deputy  
*02-11490*