

SIMS SUBDIVISION UNIT 2

QUINTON E. and KATHRYN S. DANIEL, Sponsors

PROTECTIVE COVENANTS

PART A. WHEREAS, Quinton E. Daniel and Kathryn S. Daniel are the owners of the following described real estate:

Sims Subdivision Unit 2, Alamogordo, Otero County,
New Mexico.

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

PART B. FULLY RESTRICTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to the residential lots in the SIMS SUBDIVISION UNIT 2, Alamogordo, Otero County, New Mexico. In addition, City of Alamogordo's rules, regulations, and ordinances shall apply to all of the lots.

PART C. RESIDENTIAL AREA COVENANTS.

C-1. LAND USE AND BUILDING TYPES. No lots shall be used except for single family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling and a private garage for not more than two cars, or a private carport for not more than two cars, or an approved type and size of storage building. Building types shall be manufactured mobile homes, modular homes, or conventional site-built homes.

C-2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the building plans and specifications, and a plan drawing showing the location of the structure, have been submitted to and approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing and/or planned structures, and as to location with respect to topography and finish grade elevation. Manufactured homes that are new or in very good structural condition, and with very good appearance shall be permitted in this Subdivision. All manufactured homes shall first be inspected and approved by the Architectural Control Committee before they shall be permitted to be placed on a lot. No fence or wall shall be erected or allowed to remain nearer the street than the front property line.

On corner lots, no side fence or wall shall be erected or allowed to remain nearer to the front street than the front property line, nor nearer the side street than the property line. There is no restriction as to height of fences which are erected behind the minimum setback line from the front street, except as stated or implied herein. Fences shall be constructed of new materials. They shall be straight, sturdy and plumb when new, and shall be kept in very good repair. Approval shall be as provided in Part D.

C-3. DWELLING. The floor area of the structure, exclusive of open porches, carport, and/or garage, shall be not less than 800 square feet.

C-4. BUILDING LOCATION. No building shall be located on any lot nearer the front lot line or nearer to the side lot line than the minimum building setback lines shown on the recorded plat. In any event, no building, carport, or garage shall be located on any lot nearer than fifteen (15) feet to the front lot line, or nearer than fifteen (15) feet to any side street right-of-way line. No mobile or modular home shall be located nearer than ten (10) feet to any interior side lot line, and no site-built home shall be located nearer than six (6) feet to any interior side lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided however, that they shall not be constructed nearer than six (6) feet to either interior side lot line.

C-5. BUILDING APPEARANCE. All mobile homes shall be kept in good repair at all times. They shall be painted when required. There shall be no weight-bearing items placed on the roof of any mobile home for the purpose of holding down the roof metal.

Manufactured homes shall be "skirted" by enclosing the space from the ground to the bottom of the home within a period of ninety (90) days after the home is placed on the lot. The material used shall be new and appropriate for the purpose, and the skirting shall be constructed with strength and integrity. The skirting material shall be painted a color that will closely match the color of the home.

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 any annoyance or nuisance to the neighborhood. No inoperable vehicle nor vehicles in gross disrepair shall be kept upon any lot or public right-of-way.

C-7. TEMPORARY STRUCTURES. No structure of a temporary character such as a trailer, basement, tent, shack, garage, barn, or other out-buildings, 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 (1) square foot, one (1) sign of not more than six (6) square feet advertising the property for sale, rent, or signs used by a builder or developer to advertise the property during the construction and sales period.

C-9. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarry 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 drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-10. ANIMALS, LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any species 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, and providing the number of household pets does not exceed the number allowed by City ordinances. Pets shall be provided for and cared for in a humane manner, and shall not be

mistreated in any way. No animal waste shall be allowed to accumulate on any lot. Waste shall be cleaned up and disposed of in a trash collection container on a frequent basis. No waste shall be thrown in the alley or street.

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

C-12. WATER SUPPLY. No individual water-supply system shall be permitted on any lot. Water supply for every lot shall be obtained from the public water system, maintained by the City of Alamogordo, New Mexico.

C-13. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot. Sewage disposal for every lot shall be by means of public sewage disposal system, maintained by the City of Alamogordo, New Mexico.

C-14. NATURAL GAS. No individual gas system shall be permitted on any lot. Natural gas shall be used, and it shall be furnished by Gas Company of New Mexico.

C-15. SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge, shrub, or tree which obstructs sight lines at elevations between two (2) and six (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 twenty-five (25) feet from the intersection of the street lines, or in 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 ten (10) feet from the intersection of a street property line with the edge of a driveway. 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.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The Architectural Control Committee is composed of:

- a. Quinton E. Daniel
1307 Greenwood Lane
Alamogordo, NM 88310
- b. Kathryn S. Daniel
1307 Greenwood Lane
Alamogordo, NM 88310
- c. One resident of the Subdivision
designated by the other two members.

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 representatives, 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 representatives, 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.

D-3. OTHER DUTIES. The Architectural Control Committee shall function as a property owner's association and shall do all acts necessary for maintenance of any neighborhood improvements not otherwise provided with suitable maintenance (as of the date of the execution hereof there are no such neighborhood improvements in existence or contemplated), and for any other appropriated neighborhood services subsequently authorized or directed by the Architectural Control Committee.

PART E. GENERAL PROVISIONS.

E-1. TOLERANCE. A six inch (6") tolerance by reason of mechanical variance of construction is allowed for minimum distance requirements from a lot line, or a building setback line.

E-2. 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 ten (10) 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 (1) vote for each lot owned.

E-3. ENFORCEMENT. Enforcement shall be by the Sponsors or by proceedings of the Architectural Committee, or proceedings at law or in equity against any person or persons violating these covenants.

E-4. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order, or by ordinance of the City of Alamogordo, New Mexico, shall in nowise affect any of the other provisions which shall be and remain in full force and effect.

E-5. AMENDMENT. These covenants may be amended in whole or in part at any time an instrument signed by a majority of the owners of the lots has been recorded agreeing to amend said covenants in whole or in part to include additional property under the terms hereof or to exclude specifically described property from the provisions hereof. Votes shall be counted on the basis of one (1) vote for each lot owned within the subject area.

