

RESTRICTIVE COVENANTS

PART A. WHEREAS, Charles N. Anderson, Rosalie I. Anderson, C. B. Anderson, Darlene N. Anderson, Jerry L. Anderson, Margaret Anderson and W. L. Collins are the owners of Triple A Subdivision, Alamogordo, 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, or portions thereof, as follows, to-wit:

PART B. FULLY RESTRICTED BUSINESS AREA. The covenants in Part C in their entirety shall apply to Lots 1 through 6, Block 1, and Lots 1 through 6, Block 2, Triple A Subdivision, Alamogordo, Otero County, New Mexico.

PART C. NEIGHBORHOOD BUSINESS AREA COVENANTS

C-1. 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 or external design with existing and/or planned structures, as to location with respect to topography and finish grade elevation. No fence or wall, except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer the front street than the front building setback line.

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 the side street than the property line. There is no restriction as to height of fences which are erected behind the minimum setback line of the front street; except as stated or implied herein. Approval shall be as provided in Part D.

All fences or walls shall be of wrought iron or masonry construction, or as otherwise approved, as provided for in Sec. D. Rear fences and fences along the exterior boundary of the subdivision shall be a minimum of 5 feet in height.

The builder shall be responsible for construction of a 4-foot min. width sidewalk, adjacent to the curb, for the full length of the curb adjacent to the lot. The builder shall also construct necessary driveway pads, and handicapped ramps at intersections, as required by City of Alamogordo.

C-2. 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 setback lines shown on the recorded plat. No building shall be located nearer than five (5) feet to any interior lot line except as may be permitted by City Ordinance. 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.

C-3. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C-4. 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-5. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building, shall be used on any lot at any time as a residence either temporarily or permanently.

C-6. OIL AND MINING OPERATIONS. 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 for any commercial purpose.

C-7. LIVESTOCK AND POULTRY. 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.

C-8. 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-9. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot. Sewage disposal for every lot shall be by means of the public sewage-disposal system, maintained by the City of Alamogordo, New Mexico.

C-10. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting 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 a point twenty-five (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 ten (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.

PART D. GENERAL PROVISIONS.

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

C. B. Anderson
C. B. ANDERSON, GENERAL PARTNER

Darlene N. Anderson
DARLENE N. ANDERSON, GENERAL PARTNER

STATE OF NEW MEXICO)
)SS
COUNTY OF Bernalillo

On this 10th day of December, 1984, before me personally appeared C. B. Anderson and Darlene N. Anderson, known to me to be the persons who executed the foregoing instrument, and they acknowledged that they executed said instrument as their free act and deed.



OFFICIAL SEAL
LINDA K. NICHOLS
NOTARY PUBLIC - NEW MEXICO
Notary Bond Filed with Secretary of State
Notary Public Linda K. Nichols

My Commission Expires: 10-30-87

Jerry L. Anderson
JERRY L. ANDERSON, GENERAL PARTNER

Margaret Anderson
MARGARET ANDERSON, GENERAL PARTNER

STATE OF NEW MEXICO)
)SS
COUNTY OF Dona Ana)

On this 20th day of December, 1984, before me personally appeared Jerry L. Anderson and Margaret Anderson, known to me to be the persons who executed the foregoing instrument, and they acknowledged that they executed said instrument as their free act and deed.

My Commission Expires: May 15, 1985

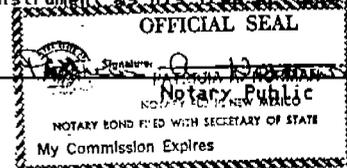
W. L. Collins
Notary Public

W. L. Collins
W. L. COLLINS

STATE OF NEW MEXICO)
)SS
COUNTY OF OTERO)

On this 27th day of December, 1984, before me personally appeared W. L. Collins, known to me to be the person who executed the foregoing instrument, and he acknowledged that he executed said instrument as his free act and deed.

My Commission Expires: 11/18/85



6375

STATE OF NEW MEXICO, County of Otero, as I hereby certify that this instrument was filed for record on the 31 day of December, 1984 at 1:30 o'clock P. and duly recorded in Book 569 Page 501 of the Records of said county.
By W. L. Collins Deputy Kate H. Mackey County Clerk

CERTIFICATION

All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely microfilmed as a necessary operation in the generation of an inactive document file.