

Filed: October 3, 1956

RESTRICTIVE COVENANTS

WHEREAS, J. V. Hyatt and Wanda Hyatt, his wife, Rex Adams and Virginia Adams, his wife, are the owners of the following described real estate in Otero County, New Mexico, To-wit:

UNIVERSITY PARK ADDITION
CITY OF ALAMOGORDO, NEW MEXICO

a plat of which Subdivision was approved by the Board of Commissioners of the City of Alamogordo, New Mexico on the 14th day of August, 1956;

AND WHEREAS, the said J. V. Hyatt and Wanda Hyatt, his wife, and Rex Adams and Virginia Adams, his wife, on the 14th day of August, 1956, desire to place certain restrictions upon and against all of the lots and parcels of real property embraced within the boundaries of said subdivision, as shown by the aforementioned plat, pertaining to buildings, improvements, and matters thereupon,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT: that J. V. Hyatt and Wanda Hyatt, his wife, and Rex Adams and Virginia Adams, his wife, hereby declare and agree with all future purchasers of lots or building sites in the above named subdivision of the City of Alamogordo, New Mexico and that all coveyances of any lots or lot therein shall be subject to said restrictions as follows:

(a) All lots in the tract shall be known and described as single family residential lots, except as described on the map and recorded, and no structures shall be erected on any single family residential building plot other than one detached single family dwelling not to exceed two stories in height, private garages and garden structures such as ordinarily used in connection with a single family residence.

(b) No building shall be erected or permitted to remain on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line; nor nearer than 6 feet to any side lot line. These side line restrictions shall not apply to a detached garage, which shall not be less than 35 feet from the front building line. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot. Except a temporary building may be constructed and used by contractor.

(c) No residential lot shall be re-subdivided into building plots having less area or a width at front building line less than that shown on the subdivision plat.

(d) No trailer, basement, tent, shack, garage, barn, or other outbuilding shall at any time be used on any part of the tract as a residence temporarily or permanently, nor shall any residence of a temporary character be erected or permitted on any part of the tract.

(e) Any structure, once commenced shall be completed, as to exterior, in accordance with the provisions of these restrictions in not more than one year from date of commencement.

(f) No single family dwelling shall be permitted on any lot in the tract having a ground floor area of less than 1100 square feet in the case of a one story structure, nor less than 900 ground floor square feet in the case of a one and half (1½) or two-story structure, both exclusive of porches and garages; with the exception of lots 34 to and including lot 70; these shall have 1400 square feet or more on one story dwelling and not less than 1100 square feet on one and a half (1½) or two story dwellings. (Ground floor footage)

(g) No multi-family dwelling unit shall be permitted on any lot in the tract.

(h) No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(i) 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 purposes.

(j) No trade or profession shall be carried on or practiced for commercial purposes on any residential lot. No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than four square feet in area advertising the property for sale or rent, or signs used by the subdivider to advertise the property during the construction period.

(k) No fence, wall hedge, or shrub planting which obstructs sight lines at elevations between three and six 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 case of a rounded corner lot line, from the intersection of the street property lines extended.

(l) No old or second-hand buildings shall be moved on any lot in the subdivision, and no second-hand materials shall be used in the construction of any building thereon.

(m) No fences, more than 3 feet in height shall be constructed, planted, placed, or permitted to remain on any lot nearer to any street than the building set-back lines.

(n) On all lots within this tract, provision shall be made so that all garbage cans and other trash containers are set on the lot proper, outside of the alleys, and shall be fenced or otherwise enclosed so that they are not visible from the streets.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until August 14, 1980, at which time they shall be automatically continued in force for successive periods of ten years each unless discontinued or amended at the end of the first or any subsequent ten year period by a vote of 51% or more of the then property owners, as hereinafter provided. These covenants and restrictions, or any portion thereof, may at such time or times be amended or terminated by a vote of 51% or more of the then property owners. In case any vote is called, the record owners of the lots shall be entitled to one vote for each lot as shown on the recorded plat.

Any person who desires to call an election for the purpose of suspending or amending all or any part of these protective covenants and restrictions after August 14, 1980, in accordance with the foregoing provisions, will request such election by written notification to the subdivider and any and all owners of lots within the subdivision at least one year before the expiration of the first of any subsequent ten year period.

If the parties hereto, or any of them, or their heirs or assigns or any future owner of a lot or lots in said subdivision, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for the subdivider, his successor or assigns, or any other person or person owning any lot in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any

such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues from such violations.

Invalidation 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 undersigned have set their hands and seals the 29 day of September 1956, A.D.

J. V. Hyatt (Seal)
J. V. Hyatt

Wanda Hyatt (Seal)
Wanda Hyatt

Rex Adams (Seal)
Rex Adams

Virginia Adams (Seal)
Virginia Adams

STATE OF NEW MEXICO }
COUNTY OF OTERO }

On this 29 day of September, 1956, before me personally appeared J. V. Hyatt and Wanda Hyatt, his wife, Rex Adams and Virginia Adams, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS MY HAND AND SEAL ON THE DAY AND YEAR LAST ABOVE WRITTEN.

Dale W. Scott
Notary Public, Otero County,
New Mexico

(Notarial Seal)

My Commission Expires: 10-25-59

We certify that this is a true copy of that certain instrument filed in the office of the Clerk of Otero County, New Mexico, on the 3rd day of October, 1956 and recorded in Book 200 at Page 540.

PIONEER ABSTRACT COMPANY
By [Signature]