

Filed: May 9, 1952

RESTRICTIVE COVENANTS

PART A. PREAMBLE

A.1: WHEREAS, Franklin W. Ake, and Maudie E. Ake, his wife, and Duncan Campbell and Eugenie Campbell, his wife, are the owners of the following described real estate in Otero County, New Mexico, to wit:

All of the Walker Subdivision in the  
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 22nd day of April, 1952;

AND WHEREAS, the said Franklin W. Ake, and Maudie E. Ake, his wife, and Duncan Campbell and Eugenie Campbell, his wife, on this 25th day of April 1952, desire to place certain restrictions upon and against all of the lots and parcels of real property embraced within the boundaries of said Walker Subdivision, as shown by the aforementioned plat, pertaining to buildings, improvements, and matters thereupon.

PART B. AREA OF APPLICATION

B.1: FULLY-PROTECTED RESIDENTIAL AREA

The residential area covenants in Part C in their entirety shall apply to the entire Subdivision.

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 one detached single-family dwelling not to exceed one story in height and a private garage or carport for not more than two cars.

C.2: LOT SIZE. No lot shall be re-subdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than seventy (70) feet at the minimum building setback line or any area of less than six thousand (6,000) square feet.

C.3: DWELLING SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than seven hundred square feet (700) for a dwelling not to exceed one story in height.

C.4: BUILDING LOCATION. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than fifteen (15) feet to any side street line. No building shall be located nearer than five (5) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located twenty-five (25) feet or more from the front lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. 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.5: 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.6: TEMPORARY STRUCTURES. No structure of a temporary character, trailer, 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.7: EXCAVATIONS. No quarrying, mining or other activity of like nature shall be permitted on any lot, except excavations for normal building activities.

C.8: FENCES AND YARD-WALLS. No walls or fences shall be built on the property lines or lots, from the front of a residence to the front sidewalk, curb or front property line.

#### PART D. GENERAL PROVISIONS

D.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.

D.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.

D.3: SEVERABILITY. 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.

PART E. ATTEST

IN WITNESS WHEREOF, the undersigned have set their hands and seals on this 25th day of April, 1952, A.D.

Duncan Campbell

Eugenie Campbell

Franklin W. Ake

Maudie E. Ake

ACKNOWLEDGED: April 25, 1952 (~~Notarial-Seal~~) Com.Exp: 5-11-54  
BEFORE: H. B. Howerton, Notary Public, Otero County, N. M.  
ACKNOWLEDGED BY: Franklin W. Ake and Maudie E. Ake, his wife,  
and Duncan Campbell and Eugenie Campbell,  
his wife