

RESTRICTIVE COVENANTS
WESTERN ACRES SUBDIVISION REPLAT A
OTERO COUNTY, NEW MEXICO

PART A. WHEREAS JOHN MICHAEL KALIN is the Owner of WESTERN ACRES SUBDIVISION REPLAT A, located in Alamogordo, Otero County, New Mexico. And whereas, said Owner above named desires to make and file certain restrictive covenants affecting said property for the protection of all future property owners in said subdivision.

Now, therefore, the named Owner declares the creation and existence of certain restrictive covenants as herein after set forth and declares that said restrictions and covenants shall run with the land hereafter described and to be binding on all parties who are or shall become parties in interest to said land. The property covered and affected by the covenants set forth herein and the restrictions applicable thereto is described as follows, to wit:

Lots A through N inclusive of Western Acres Subdivision Replat A, Alamogordo, Otero County, New Mexico, a subdivision lying as shown on the official plat thereof on file in the office of the County Clerk of Otero County, New Mexico.

PART B. FULLY RESTRICTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to Lots A through N inclusive, Western Acres Subdivision Replat A, Alamogordo, Otero County, New Mexico, and excludes Lots O and P of said subdivision.

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. Lots A through N inclusive are hereby declared to be residential. There shall not be erected on any one lot more than one single story, private, single family dwelling together with the necessary and appurtenant attached buildings such as garages and carports customarily used in connection therewith. No mobile or modular homes are to be placed on property. No duplexes or multi-family buildings will be allowed.

C-2. COMMERCIAL ACTIVITY. Commercial activity on Lots A through N shall be restricted to wit:

- A. Residential care such as adult, infant, or child care is allowed.
- B. Home-businesses that do not generate commercial traffic, or use more than one room of the residence, are allowed.
- C. Shop-type businesses are expressly prohibited.
- D. Garages or outbuildings used as businesses are expressly prohibited.
- E. Fund raising activities shall be limited to those activities benefiting residential care as described in Part C-2. A.
- F. Residents engaged in residential care or home-business shall be subject to all ordinances or codes enacted by recognized law-making authorities.
- G. No resident shall be required to conduct commercial activity.

C-3. ARCHITECTURAL CONTROL. No building or fence 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 the quality of workmanship and materials, and as to the location with respect to lot lines, topography, and finish grade elevations.

C-4. DWELLING COST, QUALITY, AND SIZE. It is 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. Dwelling size shall be a minimum of 1,000 square feet heated area.

C-5. BUILDING LOCATION. No building shall be located on any lot nearer to the front line or nearer to the side or rear lot line than the minimum building set back lines shown on the recorded plat.

C-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of this subdivision.

C-7. 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-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. LOT AREA AND WIDTH. Lot area shall not be reduced below that which is shown on Replat A of Western Acres Subdivision. No lot shall be redivided except to combine two lots into one. Fence line adjustments may be allowed to compensate for easements with the approval of the architectural control committee.

C-10. SIGNS. Professional signs of not more than ten square feet may be placed upon each lot subject to approval of the architectural control committee.

C-11. LIVESTOCK, POULTRY, PETS. Livestock and poultry are expressly prohibited. Household pets are allowed but must be contained. Kenneling is prohibited. All swine are prohibited.

C-12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. All wastes, trash, and/or garbage shall be kept in sanitary containers screened from view except for scheduled pick-up days.

C-13. WATER SUPPLY. No individual water supply system shall be permitted on any lot.

C-14. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot.

C-15. ANTENNAE. No television or radio antennae shall extend higher than five feet above the highest roofline of a structure.

C-16. STORAGE OF VEHICLES. Lots may not be used to store any form of vehicle other than for the parking of personal use vehicles. Storage of Recreational Vehicles, non-operational automobiles, racecars, boats, airplanes, utility or camp trailers is prohibited.

C-17. STORAGE AND PLAY STRUCTURES. Small manufactured storage buildings shall be allowed with the approval of the architectural control committee. Play structures and playground areas for use by child care residences shall be allowed with the approval of the architectural control committee.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The architectural control committee shall be composed of John Michael Kalin. Upon the sale of all properties within the subdivision, an architectural control committee may be formed by any group of property owners comprised of fifty-one percent or more of landowners based on the acreage owned. Total size of the subdivision is six and fifteen one-hundredth acres (6.15 acres). Any group owning three and one-tenth acres (3.1 acres) total shall be recognized as the legitimate architectural control committee for this subdivision. This committee may be formed on an "as needed" basis.

D-2. PROCEDURE. Building plans shall be submitted in writing for approval.

D-3. COMPLETION. All dwellings shall be finished within one year after the start of construction.

PART E. GENERAL PROVISIONS.

E-1. TERM. These covenants shall be binding upon the undersigned and all persons claiming under it, their heirs, successors or assigns from the date these Restrictive Covenants are recorded. These Restrictive Covenants may be modified, amended, or repealed in whole or in part by filing in the office of the County Clerk of Otero County, New Mexico, such amendment, modification, or notice of repeal duly executed and subscribed by the owners of record of not less than fifty (50) percent of the lots included in said subdivision. Modification, amendment, or repeal of any one or more of the foregoing restrictive covenants shall not affect the validity of the remaining covenants. Failure to enforce the provisions of the above covenants immediately upon violation shall not be considered as a waiver of such covenants.

E-2. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF SAID OWNER HAS SET HIS HAND AND SEAL ON THIS

12TH DAY OF July, 2002.


JOHN MICHAEL KALIN

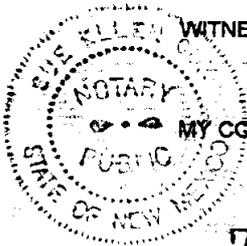
ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
)SS
COUNTY OF OTERO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12 DAY OF July, 2002, BY JOHN MICHAEL KALIN.

WITNESS MY HAND AND SEAL ON THIS DAY AND YEAR LAST WRITTEN ABOVE

MY COMMISSION EXPIRES: 3-10-03 Sue Ellen Coy NOTARY PUBLIC



STATE OF NEW MEXICO, County of Otero, ss, Filed for record in my office this 12 day of July, 2002 at 4:00 o'clock P.M. and duly recorded in Book 1030 Page 64 of the Records of said county [Signature] County Clerk [Signature] Deputy

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