

RESTRICTIVE COVENANTS

PART A. WHEREAS the undersigned are the Owners of all lots located in WOLF SUBDIVISION, located in the S ½ SW ¼ SW ¼ NW ¼ NE ¼, SECTION 12, T.17S., R.9E., N.M.P.M., ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

And Whereas, said Owners desire to place certain restrictions in regard to the building and improvements to be placed on portions of the above described real estate as follows; to wit:

PART B. FULLY RESTRICTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to Lots 1-4, WOLF SUBDIVISION, Alamogordo, Otero County, New Mexico.

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. No lots 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 two stories in height: and a private attached or detached garage or carport for not more than three cars or less than two cars. Garages or carports shall contain a minimum of 336 square feet. Modular and prefabricated construction is prohibited. All detached out buildings must match main structure.

C-2. ARCHITECTURAL CONTROL. The height of fences which are erected behind the minimum set-back line of the front street shall be in accordance with the ordinances of the City of Alamogordo.

All fence or walls shall be a minimum of 4 feet in height, and shall be of brick construction or other approved material.

The home builder shall be responsible for construction of a 3 foot minimum width sidewalk, adjacent to the curb, for the full length of the curb adjacent to the lot. The home builder shall also construct necessary driveway pads, and handicapped ramps at intersections, as required by the City of Alamogordo.

Rural newspaper delivery boxes are prohibited.

C-3. DWELLING COST, QUALITY AND SIZE. No building shall be permitted on any lot at a cost of less than \$45,000 based upon cost levels prevailing on the date these covenants are recorded, it being 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 at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor of the main structure, exclusive of one-story open porches and garages, shall contain not less than 1600 square feet of heated area.

C-4. 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 set-back lines shown on the recorded plat. In any event no building shall be located nearer than five (5) feet from any interior lot line.

C-5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of this subdivision.

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 an annoyance or nuisance to the neighborhood.

Wood piles shall be screened from view from neighboring lots and from the front of a house. Vacant lots shall be kept clean and free of accumulations of rubbish. Inoperative vehicles shall not be stored on any lot.

C-7. 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-8. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line except that an irregular shaped lot resulting from a curve in the street shall have a minimum width, at the build set-back line of not less than 60 feet, nor shall any lot have an area of less than 6,000 square feet.

C-9. 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 square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction

and sales period.

C-10. OIL AND MINING OPERATION. 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 upon any lot.

C-11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be shall be raised, bred or kept on any lot, except that dogs, cats, or other house-hold pets may be kept provided that they are not bred, kept, or maintained for any commercial purpose.

C-12. 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-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. STORAGE OF RECREATIONAL VEHICLES. Recreational vehicles include, but are not limited to, boats, airplanes, RV trailers, horse trailers, motor homes, camp trailers, utility trailers and racing cars. No recreational vehicle shall be parked or stored any closer to the street than 5 feet behind the front of a house. No recreational vehicle shall be parked or stored on any street within or adjacent to the subdivision. No recreational vehicle shall be stored on the side-street side of any corner lot.

C-16. ANTENNAE. No television or radio antenna shall extend higher than the roof of any structure.

PART D. GENERAL PROVISIONS.

D-1. TERM. These covenants are to run with the land and shall be binding on the land, all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of thirty (30) years unless and 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

vote for each lot owned, etc.

D-2. ENFORCEMENT. Enforcement shall be by proceeding 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 nowise effect any of the other provisions which shall be and remain in full force and effect.

PART E. ATTEST.

IN WITNESS WHEREOF, the said owners have caused this instrument to be executed this 19th day of Feb, 1999.

WOLF SUBDIVISION

By: David E. Wolf Jr.
Owner

By: Cheryl Wolf
Owner

By: Larry O. McDaniel
Owner

STATE OF NEW MEXICO)
)SS:
COUNTY OF OTERO)

The foregoing instrument was acknowledged before me this 19th day of Feb, 1999 by

David E. Wolf Jr.
Cheryl Wolf
Larry O. McDaniel

owners on behalf of WOLF SUBDIVISION.

My Commission Expires:

6-3-99

STATE OF NEW MEXICO Notary Public
OTERO COUNTY S.S.

FILED FOR RECORD IN MY OFFICE

This 22nd day of Feb, 1999

At 10:25 clock A M and duly recorded

in Book No. 915 Page 704-707

The records of Otero County, New Mexico

Mary D. Quintana
County Clerk, Otero County, New Mexico

By Debbie K. Johnson Deputy

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