

RESTRICTIVE COVENANTS

Filed: 7-18-57  
Book 212 Page 508

WHEREAS, Rex Adams and Virginia Adams, his wife and Richard H. Loy and Elizabeth T. Loy, his wife, are the owners of the following described real estate in Otero County, New Mexico, To Wit:

CERTS SUBDIVISION UNIT 3  
Village of Tularosa, New Mexico

a plat of which Subdivision was approved by the Board of Commissioners of the Village of Tularosa, New Mexico on the 11th day of June, 1957:

AND WHEREAS, the said Rex Adams and Virginia Adams, his wife, and Richard H. Loy and Elizabeth T. Loy, his wife, on the 11th day of June, 1957, desire to place certain restrictions upon and against all of the lots and parcels of real property embraced within the boundaries of said subdivision except tract "A" and Lot # 36, as shown by the aforementioned plat, pertaining to buildings, improvements, and matters thereupon,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENT; that Rex Adams and Virginia Adams, his wife, and Richard H. Loy and Elizabeth T. Loy, his wife, hereby declare and agree with all future purchasers of lots or building sites in the above named subdivision of the Village of Tularosa, New Mexico and that all coveyances of any lot or lots 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 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 residential lot shall be re-subdivided into building plots having area or a width at front building line less than that shown on the subdivision plat.

(c) No basement, tent, trailer, 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.

(d) No single family dwelling shall be permitted on any lot in the tract having a ground floor area of less than 800 square feet exclusive of porches and garages; with the exception of lots 13 thro 21 on which lots dwellings shall have ground floor area of not less than 1000 square feet exclusive of porches and garages.

(e) 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.

(f) Height and Area Restrictions:

(1) There shall be a front yard having a depth of not less than twenty-five (25) feet, said front yard being defined as the minimum horizontal distance between the nearest point on the front lot line and the main building or any projection thereof, other than steps, unenclosed balconies and unenclosed porches.

(2) There shall be a side yard on each side of the one-story portions of buildings having a width of not less than five (5) feet and a side yard on each side of the two story portions of buildings having a width of not less than seven and one half (7½) feet. The side yard on the street side of a corner lot shall be not less than fifteen (15) feet in width. This restriction shall include open car-ports and covered patios.

The side yard for any accessory building shall be not less than two (2) feet.

(3) There shall be a rear yard having a depth of not less than 25 feet or 20% of the depth of the entire lot, whichever amount is the smaller, the rear yard being defined as the minimum horizontal distance between the nearest point on the rear lot line and the rear of the main building or any projection thereof other than steps, unenclosed balconies or unenclosed porches.

(F) Height and Area Restrictions Continued:

(4) No building shall exceed two stories or thirty (30) feet in height. The height of accessory buildings, including garages, shall be limited to one story, except that a second story on such building may be permitted for any use incident to the occupation of the premises as a home, including living quarters for bona fide servants, provided that no part of an accessory building shall be rented for occupancy by a family.

(5) No solid fence or enclosure closer than fifty (50) feet to the front lot line shall exceed a height of four (4) feet, and no fence, hedge or enclosure wall on a corner lot situated within thirty (30) feet of the intersection of the two street side lines shall exceed a height of three (3) feet.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until June 11, 1982, 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 June 11, 1982, 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 persons owning any lot in said development or subdivision to prosecute any proceeding 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 11 day of June, 1957, A. D.

Rex Adams (SEAL)  
Rex Adams

15/ Richard H. Loy (SEAL)  
Richard H. Loy

Virginia Adams (SEAL)  
Virginia Adams

15/ Elizabeth T. Loy (SEAL)  
Elizabeth T. Loy

STATE OF NEW MEXICO

COUNTY OF OTERO

On this 11 day of June, 1957, before me personally appeared Rex Adams and Virginia Adams, his wife, and Richard H. Loy and Elizabeth T. Loy, 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 THIS DAY AND YEAR IAST ABOVE WRITTEN.

(Seal)

15/ Marguerite Linnenke  
Notary Public, Otero County  
New Mexico

My Commission Expires: 9-3-1958