

RESTRICTIVE COVENANTS

Filed: October 15, 1957

MARRIAGE, CLYDE COX and BEULAH E. COX, his wife are the owners of the following described real estate in Stero County, New Mexico, To Witt:

Clyde Cox Subdivision
Village of Tularosa, New Mexico

a plot of which Subdivision was approved by the Board of Commissioners of the Village of Tularosa, New Mexico on the 6th. day of August, 1957.

AND WHEREAS, the said Clyde Cox and Beulah E. Cox, his wife on the 15th. day of October, 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 as shown by the aforementioned plat pertaining to buildings, improvements, and matters thereupon.

AND THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that Clyde Cox and Beulah E. Cox his wife, hereby declare and agree all future purchasers of lots or building sites in the above named subdivision of the Village of Tularosa, New Mexico and that all conveyances 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 as incidentally 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.
- (e) No old or second hand building 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 ft.
 - (3) 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 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 a bona fide servant, provided that no part of an accessory building shall be rented for occupancy by a family.

Continued

(f) Height, and Area Restrictions Continued:

(4) 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 the 15th. day of October, 1967, at which time they shall be automatically continued in force for successive periods of ten (10) years 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 the 15th. day of October 1967 in accordance with the foregoing provisions, will request such election by notification to the subdivider and all owners of lot within 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 persons owning any lots 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 judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 15th day of October, 1957 A. D.

Clyde Cox (SEAL)

Beulah E. Cox (SEAL)

STATE OF NEW MEXICO

COUNTY OF OTERO

ON this 15th day of October, 1957 before me personally appeared Clyde Cox and Beulah E. Cox, 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 LAST ABOVE WRITTEN.

[Signature]
Notary Public, Otero County
New Mexico

Commission expires: 10/5/61