

BOOK 222 PAGE 199

RESTRICTIVE COVENANTS

WHEREAS, Edward R. Saulnier and Frankiete E. Saulnier, his wife, Earl J. McDonald and Dorothy A. McDonald, his wife, and Wiley Carr and Minnie Carr, his wife, are the owners of the following described real estate in Otero County, New Mexico, To-Wit:

EL DORADO RANCH ESTATES
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 14th day of August, 1957:

AND WHEREAS, the said Edward R. Saulnier and Frankiete E. Saulnier, his wife, Earl J. McDonald and Dorothy A. McDonald, his wife, and Wiley Carr and Minnie Carr, his wife, on the 14th day of August, 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, pertaining to buildings, improvements, and matters thereupon.

NOW THEREFORE; KNOW ALL MEN BY THESE PRESENTS: That Edward R. Saulnier and Frankiete E. Saulnier, his wife, Earl J. McDonald and Dorothy A. McDonald, his wife, and Wiley Carr and Minnie Carr, 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 conveyances of any lot or lots therein shall be subject to said restrictions as follows:

(a) All lots in the tract, with the exception of Lot 1 in Block 3, 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 exceed one story in height, private garages and farden structures such as ordinarily used in connection with a single family residence. Said Lot 1 in Block 3 shall be subject to use for a park, recreation area, swimming pool or a combination of such uses. This shall not be construed to prevent the use of said lot for single family dwelling purposes and upon such use it will be subject to the same conditions and restrictions as the other lots and tracts in said subdivision.

(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 out-building 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 floor area of less than 1031 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.

Restrictive Covenants (cont'd)

(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 or unenclosed porches.

(2) There shall be a side yard on each side of the building having a width of not less than five (5) 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 twenty-five (25) feet or 20 percent 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.

(4) No building shall exceed one story or twenty (20) feet in height. The height of accessory buildings such as garages, garden implement storage buildings, pump house for swimming pool, etc., shall also be limited to one story in height.

(5) No multi-family dwelling unit shall be permitted on any lot in the tract.

(6) No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(7) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

(8) No trade or profession shall be carried on or practiced for commercial purposes on any residential lot. No sign or any kind shall be displayed to the public view on any residential lot except the sign of not more than five square feet in area advertising the property for sale or rent, or signs used by the subdivider to advertise the property during the construction and sales period.

(9) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from

Restrictive Covenants (cont'd)

the intersection of the street lines, or in case of a rounded corner line, from the intersection of the street property lines extended.

(10) No fence, wall, hedge, or shrub more than five feet in height will be constructed, planted, placed or permitted to remain on any lot nearer to any street than the building set-back line, with the exception of the height of a fence around a swimming pool which height should be governed by the laws of the State of New Mexico.

(11) 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(12) No female cottonwood or Chinese elm trees will be permitted in this subdivision.

(g) The Architectural Control Committee is composed of three members, namely: Edward R. Saulnier, 338 Linda Vista Drive, Alamogordo, New Mexico; Earl J. McDonald, General Delivery, Tularosa, New Mexico; and William H. Wedman, 507 Oregon, Alamogordo, New Mexico. The purpose of this committee is to determine that no building 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 quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

A majority of the Architectural Control Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until twenty-five years from the date these covenants are recorded, at which time they shall be automatically

Restrictive Covenants (cont'd)

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 percent or more of the property owners, as hereinafter provided. 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 August 14, 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.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the 14th day of August, 1957, A. D.

Edward R. Saulnier (SEAL)
Edward R. Saulnier

Earl J. McDonald (SEAL)
Earl J. McDonald

Frankiete E. Saulnier (SEAL)
Frankiete E. Saulnier

Dorothy A. McDonald (SEAL)
Dorothy A. McDonald

STATE OF NEW MEXICO
COUNTY OF OTERO

M. Ray Carr (SEAL)

Merrill Carr (SEAL)

On this 17th day of October, 1957, before me personally appeared Edward R. Saulnier and Frankiete E. Saulnier, his wife, and Earl J. McDonald and Dorothy A. McDonald, 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.

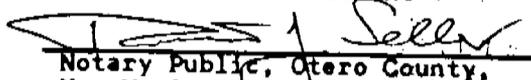
J. Sellers
Notary Public, Otero County
New Mexico

My Commission Expires 10-15-59

STATE OF NEW MEXICO } SS.
COUNTY OF OTERO.

On this 17th day of October, 1957, before me personally appeared Wiley Carr and Minnie Carr, 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.


Notary Public, Otero County,
New Mexico

My Commission Expires 10-15-59.

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STATE OF NEW MEXICO, County of Otero, ss. I hereby certify that this instrument was filed for record on the 18 day of Oct, 19 57 at 3:15 o'clock P. M., and duly recorded in Book 222, page 177-203 of the Records of said county. Mary D. Jansky County Clerk. By Christine Hartung Deputy.

