

RESTRICTIVE COVENANTS

PART A. WHEREAS, TAYS INVESTMENT CORPORATION; SOUTHWEST HOMES, Inc., and S. D. DAVIS and ADELL DAVIS, his wife, are the owners of the following described real estate in Section Sixteen (16), Township Sixteen (16) South, Range Ten (10) East N.M.P.M.; Alamogordo, Otero County, New Mexico and being more particularly described as follows, to-wit:

Lots One (1) Through Nine (9) inclusive, Block Thirty-seven (37) Unit D, Heights Addition, Units A, B, C and D as amended, of Alamogordo, Otero County, New Mexico.

AND WHEREAS, said owners above named desire to place certain restrictions in regard to the buildings 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 only to Lots One (1) through Nine (9) inclusive, Block Thirty-seven (37), Unit D of the Heights Addition, Units A, B, C and D as amended, of Alamogordo, Otero County, New Mexico.

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. No lot 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 and one-half stories in height and a private garage for not more than two cars and a private carport for not more than two cars or a combination of private carport and private garage for not more than a total of four cars.

C-2. ARCHITECTURAL CONTROL. 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 and/or planned structures, 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 the front street, having a height of more than two feet above the floor elevation of the house on the lot, than the minimum building setback line unless similarly approved. There is no restriction as to heights of fences which are erected behind the minimum setback line of the front street; there are no restrictions regarding the setback line of the side streets; except as stated or implied herein. Approval shall be as provided in Part D.

C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,100 square feet for a one-story dwelling, nor less than 1,100 square feet for a dwelling of more than one-story.

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 setback lines as permitted by the City of Alamogordo, New Mexico. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a detached garage or other permitted accessory building located 55 feet or more from the minimum building setback line. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 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 building setback line of not less than 45 feet, nor shall any lot have an area of less than 6,000 square feet.

C-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, as amended, 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 out-building shall be used on any lot at any time as a residence either temporarily or permanently.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The Architectural Control Committee is composed of the officers of the Tays Investment Corporation of Alamogordo, New Mexico. A Majority of the 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.

D-2. PROCEDURE. 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.

PART E. GENERAL PROVISIONS

E-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an 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.

E-2. ENFORCEMENT. Enforcement shall be by proceedings 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.

E-3. SEVERABILITY. 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 said Tays Investment Corporation (NSL), a New Mexico Corporation; Southwest Homes, Inc., and S. D. Davis and Adell Davis, his wife, have caused this instrument to be signed, attested and Corporate Seals affixed by respective owners, this 19th day of January, 1960.



Attest:
By J. Wallick
J. Wallick - Secretary

TAYS INVESTMENT CORPORATION (NSL)

By Melvin E. Tays
Melvin E. Tays - President



Attest:
By J. Wallick
J. Wallick - Secretary

SOUTHWEST HOMES, INC.

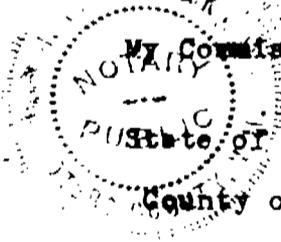
By Melvin E. Tays
Melvin E. Tays - President

S. D. Davis
S. D. Davis

Adell Davis
Adell Davis

State of New Mexico)
County of Otero) ss.

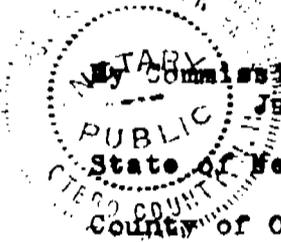
The foregoing instrument was acknowledged before me this 19th day of January, 1960, by Melvin E. Tays, President of Tays Investment Corporation (NSL), a New Mexico Corporation, on behalf of said Corporation.



My Commission Expires
June 1, 1963
State of New Mexico)
County of Otero)

J. Wallick
Notary Public

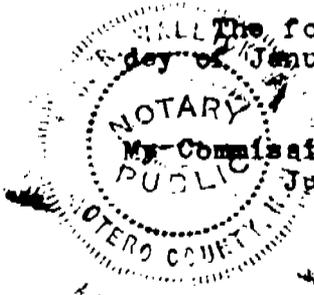
The foregoing instrument was acknowledged before me this 19th day of January, 1960, by Melvin E. Tays, President of Southwest Homes, Inc., on behalf of said Corporation.



My Commission expires
June 1, 1963
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J. Wallick
Notary Public

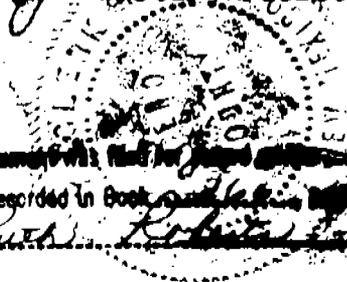
The foregoing instrument was acknowledged before me this 19th day of January, 1960, by S. D. Davis and Adell Davis, his wife.



My Commission expires
June 1, 1963

J. Wallick
Notary Public

25310



STATE OF NEW MEXICO, County of Otero, ss, I hereby certify that this instrument was filed for record on the 19th day of January, 1960, at 9:30 o'clock P.M., and duly recorded in Book 266, Page 152 of the Records of said county. Margaret D. Sawyer By Ruth Roberts
County Clerk

RELEASE OF COVENANTS

WHEREAS, TAYS INVESTMENT CORP. (NSL) a New Mexico Corporation, SOUTHWEST HOMES, INC. (NSL), A New Mexico Corporation, and S. D. DAVIS and ADELL DAVIS, his wife, are presently the owners of all of the following described property, to-wit:

Lots One (1) through Nine (9), inclusive, Block Thirty-seven (37) Unit "D", of Heights Addition, Units A, B, C and D, as amended, of Alamogordo, Otero County, New Mexico;

AND WHEREAS, certain restrictive covenants covering said property were filed for record in the Records of Otero County, New Mexico, in Book 266 at page 150, which restrictive covenants the aforesaid owners desire to release and extinguish;

NOW THEREFORE, the undersigned, being all of the owners of the above described property hereby release and extinguish, effective this date, the restrictive covenants pertinent to the above described property, said covenants being recorded in Book 266 at page 150 of the Records of Otero County, New Mexico.

IN WITNESS WHEREOF we have set our hands and seals this 15th day of July, 1960.

ATTEST: Helen D. Tays
Helen D. Tays - Secretary

TAYS INVESTMENT CORP. (NSL)
By Melvin E. Tays
Melvin E. Tays - President

ATTEST: Helen D. Tays
Helen D. Tays - Secretary

SOUTHWEST HOMES, INC. (NSL)
By Melvin E. Tays
Melvin E. Tays - President

S. D. Davis
S. D. Davis

Adell Davis
Adell Davis

STATE OF NEW MEXICO)
COUNTY OF OTERO) SS.

The foregoing instrument was acknowledged before me this 15th day of July, 1960, by Melvin E. Tays, President of Tays Investment Corp. (NSL), a New Mexico Corporation, on behalf of said Corporation.

My Commission expires: 2-20-63

J. M. Rauca
Notary Public

STATE OF NEW MEXICO)
COUNTY OF OTERO) SS.

The foregoing instrument was acknowledged before me this 15th day of July, 1960, by Melvin E. Tays, President of Southwest Homes, Inc. (NSL) a New Mexico Corporation, on behalf of said Corporation.

My Commission expires: 2-20-63

J. M. Rauca
Notary Public

STATE OF NEW MEXICO)
COUNTY OF OTERO) SS.

The foregoing instrument was acknowledged before me this 15th day of July, 1960, by S. D. Davis and Adell Davis, his wife.

My Commission expires: 8/30/60

Melvin E. Tays
Notary Public

27788

STATE OF NEW MEXICO, County of Otero, ss, I hereby certify that this instrument was filed for record on the 28 day of July, 1960, at 1:40 o'clock P.M., and duly recorded in Book 272, page 422, of the Records of said county. Margaret A. Sanchez County Clerk. By Ernest Yealey Deputy