

RESTRICTIVE COVENANTS

PART A. WHEREAS, TAYS INVESTMENT CORP., SOUTHWEST HOMES, INC., FOXWORTH-GALBRAITH LUMBER COMPANY OF Alamogordo, New Mexico, a corporation, and S. D. DAVIS and ADELL DAVIS, his wife, and WILLIS B. HOLLAND and MARY B. HOLLAND, 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 four(4) through eighteen(18), Block thirty-two(32);  
 Lots four(4) through nineteen(19), Block thirty-three(33);  
 Lots one(1) through fourteen (14) and lots nineteen (19) through thirty-four(34), of the Replat of portions of Blocks thirty-two(32) and thirty-four(34);  
 Lots fourteen (14) through twenty-six(26), Block thirty-four (34);  
 Lots three(3) through fourteen(14), Block thirty-five(35)-A and Lots fourteen(14) and fifteen(15), Block thirty-six(36) of the replat of Block thirty-five(35) and Lots three(3) through fifteen(15) of Block thirty-six(36);  
 Lots one(1) through nine(9), Block thirty-seven(37);  
 all in Unit D of Heights Addition, Units A, B, C, & 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 All of Lots four(4) through eighteen(18), Block thirty-two(32); Lots four(4) through nineteen(19), Block thirty-three(33); Lots one(1) through fourteen(14) and lots nineteen(19) through thirty-four(34), of the Replat of portions of Blocks thirty-two(32) and thirty-four(34); Lots fourteen(14) through twenty-six(26), Block thirty-four(34); Lots three(3) through fourteen(14), Block thirty-five(35)-A and Lots fourteen(14) and fifteen(15), Block thirty-six(36) of the replat of Block thirty-five(35) and Lots three(3) through fifteen(15) of Block thirty-six(36); Lots one(1) through nine(9), Block thirty-seven(37); all in Unit D of Heights Addition, Units A, B, C, & D, as amended, of 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 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 height of fences which are erected behind the minimum setback line of the front street; 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 \$13,000.00 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 be not less than 1,000 square feet for a one-story dwelling, nor less than 1,000 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 shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty-five(25) feet to the front lot line, or nearer than fifteen (15) feet to any side street line, except that streets on which houses face, no building shall be located nearer than twenty-five(25) feet to the street property lines of the said streets. No building shall be located nearer than five(5) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located sixty-five(65) feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than twenty-five(25) feet to the rear lot line. For the purposes of this covenant eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this 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 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 building setback line of not less than 50 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 outbuilding shall be used on any lot any time as a residence either temporarily or permanently.

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 OPERATIONS. 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, minor 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 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 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 incinerators or other 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 unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of state or local public health authority. Approval of such system as installed shall be obtained from such authority.

C-14. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of state or local public health authority. Approval of such system as installed shall be obtained from such authority.

C-15. PROTECTIVE SCREENING. Protective screening areas are established as shown on the recorded plat, except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", planting, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

C-16. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-17. LAND NEAR PARKS AND WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any part or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

C-18. CORNER LOTS. On corner lots no side street, fence or wall, except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer to the front street than the rear of the dwelling, nor nearer the side street than the property line.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The architectural control committee is composed of the officers of the TAYS INVESTMENT CORP., 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.

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 related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISIONS.

E-1. TOLERANCE. A six inch (6") tolerance by reason of mechanical variance of construction is allowed for minimum distance requirements from lot line.

E-2. 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 except that at any time during this period, an instrument signed by a majority of the owners of the lots may be 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-3. 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-4. 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 we have set our hands and seals this 15th day of July, 1960.

ATTEST:

Helen P. Tays  
Helen P. Tays - Secretary

TAYS INVESTMENT CORP. (NSL)

By Melvin E. Tays  
Melvin E. Tays - President

SOUTHWEST HOMES, INC. (NSL)

By Melvin E. Tays  
Melvin E. Tays - President

FOXWORTH-GALBRAITH LUMBER COMPANY OF ALAMOGORDO

By J. M. Rauscher, Manager

ATTEST:

Helen P. Tays  
Helen P. Tays - Secretary

ATTEST:

Willis G. Holland  
Willis G. Holland

Secretary

S. D. Davis  
S. D. Davis

Adell Davis  
Adell Davis

Willis G. Holland  
Willis G. Holland

Mary B. Holland  
Mary B. Holland

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), on behalf of said Corporation.

My Commission Expires: 2-20-63

J. M. Rauscher  
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), on behalf of said Corporation.

My Commission Expires: 2-20-63

J. M. Rauscher  
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, and Willis G. Holland and Mary B. Holland, his wife.

My Commission Expires: 8/30/60

Melvin E. Tays  
Notary Public

STATE OF NEW MEXICO }  
COUNTY OF OTERO }

The foregoing instrument was acknowledged before me this 15th day of July, 1960, by J. M. Rauscher, Manager of Foxworth Galbraith Lumber Company of Alamogordo, on behalf of said Corporation.

My Commission Expires:

Melvin E. Tays  
Notary Public

8/30/60  
#47489 (5)

STATE OF NEW MEXICO, County of Otero, ss, I hereby certify that this instrument was filed for record on the 28th day of July, 1960, at 4:49 o'clock P.M., and duly recorded in Book 267, page 100-104 of the Records of said county. Margaret W. Sanchez County Clerk. By Benjamin Yearley Deputy