

PROTECTIVE COVENANTS

FOR

SIERRA TERRACE SUBDIVISION UNIT 2, TULAROSA, NEW MEXICO

PART A - PREAMBLE

We, the undersigned Joe E. Turner and Ann P. Turner, of Houston, Texas, the fee owner of the following described real estate in Otero County, New Mexico:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29. of the Sierra Terrace Subdivision Unit 2, Tularosa, New Mexico.

the same being the real estate now duly platted as "Sierra Terrace Subdivision" of the Village of Tularosa, New Mexico, as said plat is now on file in the records of said county, do on this 23rd day of June, 1959, reception number 21295, hereby make the following declarations as to limitations, restrictions and uses to which the lots and tracts constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision; this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, insuring the use of the property for attractive residential purposes only, preventing nuisances and impairment of the attractiveness of the property, maintaining the desired tone of the community and fair and adequate property values in said subdivision and thereby securing to each site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

PART B. AREA OF APPLICATION

B-1. Fully-Protected Residential Area: The residential area covenants in Part C in their entirety shall apply to all lots and blocks in said subdivision.

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.

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 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.

C-3. Dwelling Cost, Quality and Size: No dwelling shall be permitted on any lot at a cost of less than \$15,000.00 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 850 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 25 feet nor more than 35 feet to the front line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to any interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 65 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 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 nor shall any dwelling be erected or placed on any lot having an area of less than 6900 square feet.

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 any 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 at any time as a residence either temporarily or permanently.

C-9. All sales or leases of the lots in said subdivision shall be with substantially the same restrictions as to the use of the same.

C-10. All lavatories and/or toilets shall be built indoors and connected with city sewer system.

C-11. No horse, cow, hog, goat or similar animal shall be kept on any part of said, subdivision; nor shall any chicken yard be maintained thereon.

C-12. No billboards, signs (except suitable signs for sale of site) or unsightly objects of any kind shall be maintained on any one lot or any building or structure constructed on such lot.

C-13. No fence, wall or hedge higher than five feet shall be erected or maintained on any premises in said subdivision. No building, wall or fence shall have a door or gate which is so constructed that it may swing out into a public road.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. Membership: The architectural control committee is composed of Joe E. Turner and Ann P. Turner, Houston, Texas and Ed S. Turner, Tularosa, 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 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.

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 ways affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto subscribed our name at Tularosa, Otero County, New Mexico, on this 25th day of July 1983.

Joe E. Turner  
JOE E. TURNER

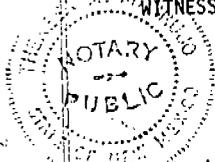
Ann P. Turner  
ANN P. TURNER

STATE OF NEW MEXICO )  
COUNTY OF OTERO ) SS:

On this 25th day of July, 1983, before me personally appeared JOE E. TURNER and ANN P. TURNER, 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 our hand and seal the day and year last above written.

Hector A. Marquez  
NOTARY PUBLIC



My Commission Expires: 10-29-84



STATE OF NEW MEXICO )  
OTERO COUNTY )  
FILED FOR RECORD IN MY OFFICE

This 29 day of August 1983

At 11:55 o'clock A.M. and duly recorded

in Book No. 520 Page 479-482

the records of Otero County, New Mexico.

Leticia A. Sanchez  
County Clerk, Otero County, New Mexico

Mary Blake Deputy

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