

RESTRICTIVE COVENANTS

PART A. PREAMBLE

A. 1: WHEREAS, Harvey C. Tally (H. C. Tally) and known as Henry C. Tally, Maggie Tally, his wife, and A. L. Dunn, are the owners of the following described real estate in Otero County, New Mexico, to wit:

All of the Tally Subdivision in the City of
Alamogordo, New Mexico,

a plat of which Subdivision was approved by the Board of Commissioners of the City of Alamogordo, New Mexico, on the 26 day of July 1952;

AND WHEREAS, the said Harvey C. Tally (H. C. Tally) and known as Henry C. Tally, and wife, Maggie Tally, and A. L. Dunn, on this 26 day of July 1952, desires to place certain restrictions upon and against all of the lots and parcels of real property embraced within the boundaries of said Tally Subdivision, as shown by the aforementioned plat, pertaining to buildings, improvements, and matters thereupon.

PART B. AREA OF APPLICATION

B. 1: FULLY-PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C, shall apply to the entire subdivision, except those lots designated as business lots in Part B. 2.

B. 2: BUSINESS AREA. The business area covenants in Part D shall apply to:

Lots 1 and 7 and 8, block 250

Lots 1 and 7 and 8, block 251

Lots 1 and 7, block 252.

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 a 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: DWELLING SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than seven-hundred square feet (700).

C. 3: 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 nor farther than 35 feet from the front lot line, nor nearer than fifteen (15) feet to any side street line. 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 seventy-five (75) feet or more from the front lot line. No dwelling shall be located on an 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 be located nearer than five (5) feet to an

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- interior lot line, nor nearer than fifteen (15) feet to any side street line.
- C. 4: 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. 5: TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- C. 6: EXCAVATIONS. No quarrying, mining or other activity of like nature shall be permitted on any lot, except, excavations for normal building activities.
- C. 7: FENCES AND YARD-WALLS. No fence, or yard-wall, higher than four (4) feet shall be built on any lot from the front lot line to the building setback line.

PART D. BUSINESS AREA COVENANTS

Lots described in part B 2 shall be designated as business lots and shall be restricted to conform with such zoning regulations and building codes as may legally apply at the time of construction.

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 (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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 judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PART F. ATTEST

IN WITNESS WHEREOF, the undersigned has set their hands and seals this 26 day of July, 1952, A. D.

H C TALLY
H C Tally

MAGGIE TALLY
Maggie Tally

A. L. DUNN
A. L. Dunn

STATE OF NEW MEXICO }
COUNTY OF OTERO } SS

On this 26 day of July 1952, before me personally appeared H C Tally and Maggie Tally his wife, and A L Dunn to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal on this day and year last above written.

(Notarial Seal Imprint)
My commission expires 5/11/54

H B Howerton
Notary Public, Otero Co., New Mex.

STATE OF NEW MEXICO }
COUNTY OF OTERO } SS

Filed for record in the office of the county clerk and recorder of the
county of Otero, New Mexico, this 30th day of July 1952, A. D.

LUCILLE ALEXANDER
County Clerk

The foregoing instrument was filed for record on the 30th day of July 1952 at 1:30
o'clock P. M.

LUCILLE ALEXANDER, County Clerk

By *Mina N. Boyer* Deputy.