

*Revised by
BK 300 Pg 279*

RESTRICTIVE COVENANTS

PART A. WHEREAS, TAYS INVESTMENT CORP., is the owner 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 Thirty-four (34)
Tays Heights Addition Number One,
Alamogordo, Otero County, New Mexico.

AND WHEREAS, said owner above named desires 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 Thirty-four (34) Tays Heights Addition Number One, 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 three cars and a private carport for not more than three 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, except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer the front street than the front building setback line.

On corner lots, no side fence or walls, 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. 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. The ground floor area of the main structure, exclusive of one-story open porches, carports, and garages, shall be not less than 1,200 square feet for a one-story dwelling, nor less than 1,200 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 thirty-five (35) 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 thirty-five (35) feet to the street property lines of the said streets. No building shall be located nearer than five (5) feet to any 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 (20) 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 seventy (70) 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 sixty (60) feet, nor shall any lot have an area of less than 9,000 square feet.

C-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat 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 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 representatives 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 to 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 thirty (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. TOLERANCE. A six inch (6") tolerance by reason of mechanical

The foregoing instrument was acknowledged before me this 29
day of November 1967, by Melvin E. Tays, President of Tays In-
vestment Corp. (NSL), a New Mexico corporation, on behalf of said
corporation.

My commission expires 5-11-68

Margaret J. White
Notary Public



STATE OF NEW MEXICO }
OTERO COUNTY } SS.
FILED FOR RECORD IN MY OFFICE
This 29 day of November 1967
At 5:50 o'clock P.M. and duly recorded
in Book No. 355 Page 212-216
the records of Otero County, New Mexico.
Virginia Yearley
County Clerk, Otero County, New Mexico
Rita Roberts Deputy

