

BAYARD CITY COUNCIL  
August 1, 2022

Request to be added to the agenda on August 8<sup>th</sup> 2022.

Council

I, JOE RAMIREZ representing owners of Carney Heights Subdivision, would like to address the Bayard council in regards to covenants in our subdivision. It has come to our attention that potential buyers of land in our subdivision would like to buy property in our subdivision and put in mobile homes or such.

Some of my neighbors will also attend and would like to be heard.

Sincerely

A handwritten signature in black ink that reads "Joe S. Ramirez". The signature is written in a cursive, flowing style.

Joe Ramirez

Carney Heights Subdivision property owner

Filed for record on 5 day of Nov, AD. 1945 at 4:10 P.M.  
County Clerk

PROTECTIVE COVENANTS

SURVEY PLAT

CARNEY HEIGHTS SUBDIVISION TO THE VILLAGE OF BAYARD,  
GRANT COUNTY, NEW MEXICO

TO WHOM IT MAY CONCERN:

Whereas, the undersigned are the owners in fee of all of the lots in Carney Heights Subdivision to the Village of Bayard, Grant County, New Mexico, as shown by survey plat filed in the office of the County Clerk and Recorder, Grant County, New Mexico.

Now, Therefore, for and in consideration of the restrictions agreed to by the purchaser, and the additional consideration of \$1.00 in hand paid to the undersigned, they hereby agree to make the following Protective Covenants and Easements with reference to all of the lots embraced in said subdivision.

A. All lots shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached family dwelling, not to exceed two stories in height, and a private garage for not more than 2 cars, and other outbuildings incidental to residential use of the plot.

B. All construction shall be of new materials and no existing dwelling or building may be moved upon any of the lots in the aforementioned addition.

C. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of three members named by sponsor, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of said committee, the remaining member, or members,

shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1995. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

D. No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 10 feet to any side lot line.

E. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 10,000 square feet or a width of less than 80 feet at the front building setback line.

F. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

G. No trailer, basement, tent, shack, garage, barn, or

other outbuilding erected in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

H. No building costing less than \$17,000.00 shall be permitted on any lot in Blocks 1, 2 and 3 or on Lots 9 through 11, inclusive, Block 4, in said subdivision. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1500 square feet.

I. No building costing less than \$25,000.00 shall be permitted on Lots 1 through 8, inclusive, Block 4, of said subdivision. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 2000 square feet.

J. An easement is reserved over the rear five feet of each lot for the purpose of utility installation and maintenance, excepting, however, those certain lots in said subdivision that are located on an alley as shown on said survey plat.

K. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them, until January 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

L. If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

M. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

N. Not more than one residence may be built on any one lot in the residential section of said subdivision without a special permit in writing from the sponsor and all owners of lots within 300 feet of the lot on which the proposed additional residence is to be built.

O. That said premises or any buildings erected thereon shall not at any time be used for the purpose of any trade, business or manufacture, it being expressly agreed and understood that said subdivision shall be used for residential buildings only.

P. That a building once started shall be completed as to external appearance within a period of nine months.

WITNESS our hands and seal, this 15th day of October,  
A. D. 1965.

Thomas Foy  
Thomas Foy

Mary V. Foy  
Mary V. Foy

Rosemary F. Stewart  
Rosemary F. Stewart

J. Franey Foy  
J. Franey Foy

Winifred Ann F. Momen  
Winifred Ann F. Momen

Thomas P. Foy  
Thomas P. Foy

STATE OF NEW MEXICO

COUNTY OF GRANT

ss.

On this 15th day of October, 1965, before me personally appeared THOMAS FOY and MARY V. FOY, his wife, ROSEMARY FOY STEWART, J. FRANEY FOY, WINIFRED ANN F. MOMSEN and THOMAS P. FOY, known to me 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 my hand and official seal, the day and year above



Myrtle L. Lowe  
Notary Public