

Section 35, T.23S., R.3E., Restrictions

I. PREAMBLE

A. Property

There are hereby imposed upon the following described tract of land which are covenants running with the land and consistent with that area that private land in the East 1/2 of Section 35, T.23S. R.3E., owned by Kenneth W. Anderson, Sara and Dale Hopkins and/or the Florence Cox Estate.

B. Term Section 35, T.23S., R.3E.

These covenants shall run with the land for a period of time from the date hereof until June 1, 2018. These covenants shall be automatically extended for additional ten year periods of time after the expiration, as above provided, unless amended or modified as hereinafter provided.

C. Purpose

The purpose of these restrictive covenants is to maintain a high standard of living conditions on this land and make it a desirable residential area.

D. Architectural Control Committee

To allow some flexibility in these covenants the Architectural Control Committee is hereby designated as Kenneth W. Anderson and a member of the Florence Cox Heirs together with a third party appointed by the other two.

II COVENANTS

A. Land Use and Building Types

1. The premises may not be used at any time for any business or commercial activity of any kind whatsoever.
2. That said premises, or any part thereof, may not be used at any time as an auto salvage yard, junk yard, commercial hog or poultry farm, commercial feedlots, slaughter pens, kennels or for other noxious use of a like nature.
3. There shall not be located on any such parcel more than one site built, single family dwelling, together with a garage and such outbuilding as may be approved by the Architectural Control Committee. Any approved outbuilding must be of the same architectural design as the family dwelling.
4. That the individual tracts may not be further divided into any parcel less than 2 1/2 Acres.

B. Dwelling Quality and Size

1. No single family residential unit located in any tract of land, shall contain less than 1,500 square feet of enclosed living area floor space or be more than one story in height except that 2 story house where allowed shall be a minimum 2,000 square feet living area. Any accessory dwelling shall not exceed 50% of the size of the principle dwelling. Two story houses may be approved along the North, South and East boundaries of the property providing the architectural control committee agrees they minimally impair the view of adjoining improved properties. The term "living area floor space" is exclusive of floor space in non-heated areas such as porches, garages, carports and similar unheated areas.
2. All buildings shall be constructed in compliance with the applicable building codes and other codes pertaining to the heating, plumbing, electrical work, and which codes are those in effect that cover the above-described property at the time construction commences; provided further, however, that all exterior wall of all dwellings, buildings or improvements on the property shall be of stucco or adobe and be of earth tone colors. The roof of the main residence or dwelling unit shall be surfaced with tile, gravel or shingles or other permanent type construction materials but shall not have reflective surfaces. Garages or any other approved buildings attached to the main dwelling unit shall be constructed of a similar material.
3. All buildings shall be of ranch style, Spanish style or Southwest motif design and shall be approved by the Architectural Control Committee.

C. Structures

1. That no trailers, mobile homes or temporary buildings, whether temporarily affixed or permanently affixed to the subject property, may be located in or on the subject property.
2. This area is designated for site-built construction.

D. Location of Structure/Timely Construction

1. No building shall be erected, placed or altered on any part of the above tract of land until the building plans, specifications and plot plan showing the location of such building or buildings has been approved in writing as to conformity and harmony of exterior design with existing structures located on the above tract of land and in conformity with these covenants. The Architectural Control Committee, hereinafter provided for, shall have authority to designate a person or persons to review these plans and act on behalf of the Committee, and the Committee or the person so designated may approve or disapprove the design and specifications have been submitted. Should the Committee refuse to approve or disapprove the proposed construction within fifteen (15) days after all the above material has been submitted to it, and if no suit to enjoin the erection of such building or the making of such alteration or alterations has been commenced prior to the completions thereof, such approval shall be deemed to have been given and the structure complying with these covenants. Once construction of any dwelling or other improvements on the land has been commenced said dwelling or structure shall be completed in a prompt and workmanlike manner except for such delays that may be caused by Acts of God, strikes or inability to obtain material, or acts beyond the control of the owner; however, financial

inability of the owner or his contractor or subcontractor to secure labor and materials to complete said structure because of their inability to pay for same shall not be considered a reason or cause for the failure to complete said structure in a prompt and workmanlike manner.

2. In the event the owner should fail to complete all exterior construction of any dwelling or other building or improvements on the land within twelve (12) months after the commencement of construction, except for such periods of time that it has been unable to work on said premises because of exceptions such as Acts of God then said building shall be considered a nuisance. The signatures of these restrictions their successors or assigns shall have the right to enter upon the property and either remove the incompletdstructure or complete same. All costs and expenses incurred inconnection with the re cover the completion of same shall constitute a lien on the land upon which said incompletd building is located and shall constitute a mechanic's and materialman's lien on the property provided for by the statutes of the State of New Mexico and may be foreclosed in the manner provided for by the status of the State of New Mexico for the purpose of recovering such expenses advances by the person or company completing or removing said incompletd structure.

E. Maintenance of Property

1. Property shall be maintained in such a manner as to insure property values are not devalued.
2. Grounds and landscaping shall be kept neat clean and orderly.

F. Garbage and Refuse Disposal

1. All trash, garbage and other waste shall be kept in saniary containers which shall be kept in a sanitary condition and dispose of off of the property at least once a week.
2. Individual sewage disposal systems installed in any of the land of a type shall be approved by the New Mexico Environmental Improvement Agency and shall comply with the New Mexico State Plumbing Code. Exact location on the properwill be approved by the Architectural Control Committee.

G. Animals

1. Up to two dogs and cats may be kept on the premises provided that same are not for the purpose of commercial breeding. Two weaned horses may be kept on those land adjoining Federal Lands. The animals must be located along the federal boundary edge of the parcel and stalls or corrals located approximately 1/2 the distance between neighborhood property.
2. For large animals kept on land an adequate stable must be constructed on similarmaterial and quality and must conform to the architecture style of the main dwelling on the property. Adequate facilities for the storage of hay and feed must be provided such that no hay or feed is stored outside of any stable or building. Grounds and corrals must be kept in a clean and sanitary condition at all times and free of unreasonable accumulation of manure, straw or their refuse.

H. Easements/Utilities/Antennas

1. Utility services will be above ground.
2. Easements shall be specified in individual recording of lots.
3. No Antennas other than non-commercial TV Antennas shall be allowed.

I. Signs

1. No signs, advertisements, billboards or other advertising structure of any kind may be erected or maintained in any of the above property nor shall an other unsightly or objectionable object be installed or maintained in the above land except that small conservative signs for the sale or advertising for sale or rent of the property or the dwelling may be place in the subject property.

J. Out Buildings

No outbuilding may be built prior to the approval of the dwellings plans and start of the construction of the house. All equipment and mechanical equipment shall be walled in. Boats, campers, other trailers, recreational vehicle and similar equipment, or vehicles under extensive repair, clothes lines, storage piles and construction materials shall be concealed. Outbuildings may be metal. They must be no larger in square footage than the principle dwelling and be the same color as the principle dwelling. No outbuilding may exceed 12' 6" in height.

III. Certification/Enforcement

A. Applicability

1. At the time that each of the extensions would go into effect the owners of the above described land by eighty-five percent (85%) affirmative vote be amended by said eighty five percent (85%) duly filing an amendment of said covenants in the office of the County Clerk of Dona Ana County, New Mexico.

B. Enforcement

1. Any part of the above described land shall be subject these restrictive covenants and be subject to same for the above period of time and subject to the terms an conditions set forth herein and shall be valid and binding upon the respective grantees.
2. Invalidation of one or more of these covenants, by judgment or court order or other-wise, shall in no way affect any other covenant, restriction or condition, but all of such other covenants, restrictions or conditions shall continue and remain in full force and effect.
3. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or obtain any other relief authorized by law.

C. Changes

1. Nonliability. Neither the original owner, the Architectural Review Committee or their representative shall incur liability to anyone submitting plans for approval to any owner or owners of land subject to the covenants by reason of mistake in judgement, negligence or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval, or disapproval, or failure to approve any such plans; anyone submitting plans for approval, by submitting of such plans and by acquiring any of the property covered hereby, waives claim for any such damages.

2. Each land owner has the sole responsibility to obtain testing and engineering to their satisfaction to determining equitably of any structure being built on any parcel.

Effective this 18th day of July, 1993

Sara Hopkins
Sara Hopkins individual land as Executrix

Kenneth W. Anderson
Kenneth W. Anderson

State of N. Mex., Co. of Dona Ana,
RECEPTION NO. 1457 I her
certify that this instrument was
for record and duly recorded on.

JUL 22 1993


at 11:15 o'clock A M in
Book 242 Page 285
Records of said County.
County Clerk
BY Paula Garcia

Dale Hopkins
Dale Hopkins

STATE OF NEW MEXICO }
COUNTY OF DONA ANA } ss.

The foregoing instrument was acknowledged before me this 18th day of July, 1993, by Sara Hopkins, individually and as Executrix of the Florence Cox Estate


My Commission Expires:
Aug 11/1994


OFFICIAL SEAL
Notary Public
JOAN L. TYLER
NOTARY PUBLIC-NEW MEXICO
NOTARY BOND FILED WITH SECRETARY OF STATE
My Commission Expires Aug 11/1994

STATE OF NEW MEXICO }
COUNTY OF DONA ANA } ss.

The foregoing instrument was acknowledged before me this 18th day of July, 1993, by Dale Hopkins, individually.


My Commission Expires:
Aug 11/1994


OFFICIAL SEAL
Notary Public
JOAN L. TYLER
NOTARY PUBLIC-NEW MEXICO
NOTARY BOND FILED WITH SECRETARY OF STATE
My Commission Expires Aug 11/1994

STATE OF NEW MEXICO }
COUNTY OF DONA ANA } ss.

The foregoing instrument was acknowledged before me this 18th day of July, 1993, by Kenneth W. Anderson.

My Commission Expires:
Aug 11/1994


OFFICIAL SEAL
Notary Public
JOAN L. TYLER
NOTARY PUBLIC-NEW MEXICO
NOTARY BOND FILED WITH SECRETARY OF STATE
My Commission Expires Aug 11/1994

1

**5 Acre Minimum Requirement Supplementing Existing Restrictions
in a Part of Section 35, T.23S., R.3E.**

I. PREAMBLE

A. Property

There are hereby imposed upon the following described tract of land which are covenants running with the land and consistent with that area that private land in the Section 35, T.23S. R.3E, as shown on the attached exhibit "A"

B. Term Section 35, T.23S., R.3E.

These covenants shall run with the land for a period of time from the date hereof until June 1, 2018. These covenants shall be automatically extended for additional ten year periods of time after the expiration, as above provided, unless amended or modified as hereinafter provided.

C. Purpose

The purpose of these restrictive covenants is to maintain a high standard of living conditions on this land and make it a desirable residential area. It is hereby disclosed that these restrictive covenants are to supplemental to existing covenants and impose a higher standard of restrictions than exists on neighboring or adjoining lands.

II COVENANTS

A. Land Use and Building Types and Minimum Size

1. The individual tracts described may not be further divided into any parcel less than 5 Acres.

B. Dwelling Quality and Size

1. No single family residential unit located in any tract of land, shall contain less than 1,750 square feet of enclosed living area floor space or be more than one story in height except that 2 story houses where allowed in the previously recorded restrictions shall be a minimum 2,000 square feet living area. Any accessory dwelling shall not exceed 50% of the size of the principle. The term "living area floor space" is exclusive of floor space in non-heated areas such as porches, garages, carports and similar unheated areas.

C. Exterior Building Material

No Building may have exterior metal siding or roofing.

III. Certification/Enforcement

A. Applicability

1. At the time that each of the extensions would go into effect the owners of the herein described land by ninety-five percent (95%) affirmative vote can be amend these covenants by said ninety-five percent (95%) duly filing an amendment of said covenants in the office of the County Clerk of Dona Ana County, New Mexico.

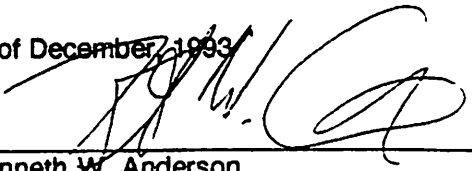
B. Enforcement

1. Any part of the above described land shall be subject these restrictive covenants and be subject to same for the above period of time and subject to the terms an conditions set forth herein and shall be valid and binding upon the respective grantees.

2. Invalidation of one or more of these covenants, by judgment or court order or other-wise, shall in no way affect any other covenant, restriction or condition, but all of such other covenants, restrictions or conditions shall continue and remain in full force and effect.

3. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or obtain any other relief authorized by law.

Effective this 22nd day of December, 1993


Kenneth W. Anderson

STATE OF NEW MEXICO }

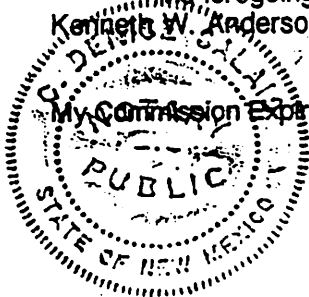
} ss.

COUNTY OF DONA ANA }

The foregoing instrument was acknowledged before me this 22nd day of ^{Dec.} ~~July~~, 1993, by
Kenneth W. Anderson.

My Commission Expires: 10-22-96


Notary Public



Min. Lastone
cgr