

AMENDED RESTRICTIVE COVENANTS
ALAMO CANYON ESTATES
OTERO COUNTY, NEW MEXICO

WHEREAS, the undersigned owner of the property hereinafter described and located in Otero County, New Mexico, has heretofore filed a plat of the subdivision known and described as Alamo Canyon Estates in the Office of the County Clerk, Otero County, New Mexico and

WHEREAS, the undersigned owner of said subdivision desires to amend and re-file certain restrictive covenants affecting said property for the protection of all future property owners in said subdivision.

NOW, THEREFORE, the undersigned do hereby declare the amendment and existence of certain amended restrictive covenants as herein after set forth and declare that said restrictions and covenants shall run with the land hereinafter described and to be binding on all parties who are or shall become parties in interest to said land. The property covered and affected by the covenants set forth herein and the restrictions applicable thereto is described as follows, to wit:

Lots 1-34 inclusive of the Alamo Canyon Estates, Otero County, New Mexico, a subdivision lying as shown on the official plat thereof on file in the office of the County Clerk of Otero County, New Mexico.

These amended restrictive covenants are for the benefit of any and all of the owners of the real property within the boundaries of the subdivisions described above and if any of the owners or any of their assigns or successors in interest violate any of these covenants, it shall be lawful for any other owner within that subdivision to enforce these covenants in the district of Otero County, New Mexico. Such enforcement may include, but is not limited to damages, temporary injunction and/or permanent injunction.

ARCHITECTURAL CONTROL COMMITTEE

All plans, including the locations, for the construction of private roads and driveways and all building plans for any building, fence, wall or structure to be erected upon any portion of any of the lots in Alamo Canyon Estates, Otero County, New Mexico and any changes after approval thereof of any remodeling, reconstruction, alteration or addition to any building, road, driveway or other structure upon said premises shall require the approval in writing of the Architectural Control Committee. The Architectural Control Committee shall be composed of Nelson and Nelson, Jr. Partnership, its heirs and assigns.

The restrictions and protective covenants herein referred to are as follows:

1. Lots 1-34 in this subdivision are hereby declared to be residential. There shall not be erected on any one lot more than one (1) single private family dwelling together with the necessary and appurtenant attached buildings such as servant quarters, garages and carports customarily used in connection therewith. No modular or mobile homes are to be placed on property.
2. There shall be no commercial activity engaged in on any of these lots. A home-business shall be permitted in a room within the home (excluding a garage). "Shop"-type

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businesses are expressly prohibited. Lots may not be re-subdivided in the future for any purpose, except to combine two lots into one.

3. Exterior of house and outbuilding to be built by purchaser must be single story, stucco sided, Pueblo, Mission, or Santa Fe style construction. All outbuildings are to be consistent and matching with the home. No alternative methods of buildings are permitted. All walls of the structure shall be either standard dimensional lumber, standard dimensional metal, or masonry block.
4. All structures shall be completely finished front, sides and rear in a complimentary manner to comply with three above and so the view from overlooking or adjoining lots will not be unduly impaired.
5. All single family dwellings, exclusive of garage, carport, patios, terraces and porches, shall be constructed or maintained with a heated living area of not less than 1500 square feet.
6. No garage, carport, shed, tent, trailer, mobile home or temporary structure of any kind shall be erected, constructed, permitted or maintained on any lot prior to the commencement of the erection of a principal dwelling thereon. No garage, carport, shed, tent, trailer, mobile home, modular home or temporary building shall be used for temporary or permanent residence. A temporary contractors trailer for storage may be used during construction.
7. No pre-built or major pre-built or modular portion, other than roof trusses or floor joists, shall be erected, placed, moved on or maintained on any lot or lots at any time.
8. When the construction of a dwelling is commenced upon any lot the owner or owners thereof shall proceed, with all reasonable diligence, the completion thereof and shall complete the construction thereof within twelve (12) months from the date of commencement, delays caused by Act of God excepted.
9. No old or second-hand building shall be moved on any lot in Alamo Canyon Estates and no second-hand materials shall be used in the construction of any structure thereon.
10. No dwelling, garage, carport, outbuilding, swimming pool, or other structure of any kind shall be erected, constructed, placed or maintained on any lot nearer than 30 feet to the nearest side lot line and 40 feet from front and back lot lines.
11. All lots shall be kept clean and free of accumulations of rubbish, including, but not limited to, major appliances and car parts. Inoperative vehicles shall not be stored on any lot. Wood piles shall be screened from view from neighboring lots and from the front of a house. The premises and improvements of each lot must be maintained in an orderly condition and a good state of repair at all times.
12. No noxious or offensive activity shall be carried out on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other lot owners in the subdivision.

13. Household pets are allowed but must be contained and requirements of City of Alamogordo and the state of New Mexico as to controlling of such animals shall be the responsibility of the lot owner. Kenneling is not permitted. Horses, cattle, sheep, pigs, swine, poultry, or any other farm animals (domestic or exotic) are not permitted.
14. No television, satellite dish or radio antenna shall extend higher than 5 feet above the highest roof of any structure on the lot.
15. Perimeter fencing to be approved by subdivider. Interior lot fencing shall be consistent with exterior of home or be made of buff color cinder block, white vinyl fencing, or white painted metal pipe. No wire fencing or wooden type fences will be allowed. It is the responsibility of the lot owner to properly maintain such fencing.
16. All lots shall be maintained in as natural a state as possible. A grass lawn is allowed, but shall not exceed 800 square feet and shall be enclosed with a stucco finish fence or wall. Native growth shall not be destroyed or removed from a lot except as necessary for roadways, utility ways, structures, walled-in or fenced-in yards, gardens and patios or replacement by landscaping. Natural drainage shall not be altered.
17. Sewage disposal shall consist of individual New Mexico Environmental Department approved septic disposal systems provided one each lot by the individual lot owner. Shared septic systems shall not be permitted. Each lot owner is responsible for maintaining New Mexico Environmental Department required clearances between wells and septic systems, including those on adjacent properties.
18. Each lot owner is required to provide all underground connection to utilities. No overhead utilities allowed.
19. All driveways must be constructed in such a manner and surfaced with materials that will prevent dirt, rocks and other debris from washing down onto the street, conforming to a minimum width of fourteen feet (14'). All driveways shall be surfaced with crushed rock, asphalt, concrete or brick. Culverts for driveways must meet road design standards and be installed according to County standards.
20. No brush, trash or other materials shall be burned. No bonfires or incinerators are permitted.
21. No obnoxious or offensive activity shall be carried on or allowed to exist or be operated upon any lot, nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood. No offensive lighting or directional glare from lighting is permitted.
22. A garage shall be used for residential purposes only by the owner or occupants of the lot upon which the garage is located.

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- 23. No work or exploration for any minerals, mining or quarrying of any rock minerals soil or material of any nature shall be conducted on any lot or portion thereof, nor shall any excavation of any nature be made upon any lot or portion thereof, except as may be incident to the installation of utility services, drainage lines, excavations incident to the grading and preparation of building site, the construction of dwellings and or swimming pools, and the grading of roads and streets.
- 24. These covenants shall be binding upon the undersigned and all persons claiming under it, their heirs, successors or assigns from the date these Restrictive covenants are recorded. These Restrictive Covenants may be modified, amended or repealed in whole or in part by filing in the office of the County Clerk of Otero County, New Mexico, such amendment, modification or notice of repeal duly executed and subscribed by the owners of record of not less than sixty seven (67) percent of the lots included in said subdivision. Modification, amendment or repeal of any one or more of the foregoing restrictive covenants shall not affect the validity of the remaining covenants. Failure to enforce the provisions of the above covenants immediately upon violation shall not be considered as a waiver of such covenants.
- 25. Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Nelson and Nelson, Jr., Partnership (Majority Owner)

Brian M Nelson

Brian M. Nelson, General Partner

State of New Mexico)
)ss
County of Otero)

On this 28th day of October, 2004, before me personally appeared Brian M. Nelson, known to me to be the person who executed the foregoing instrument and acknowledged that the executed the same as his free act and deed.

WITNESS my hand and seal the day and year last written above.

Gay L. Martin

Notary Public

STATE OF NEW MEXICO)
 OTERO COUNTY)
 My commission expires 7-12-2006)
 FILED FOR RECORD IN MY OFFICE)
 This 4 day of NOV, 2004)
 At 1215 o'clock P M and duly recorded)
 in Book No. 1160 Page 768-771)
 The records of Otero County, New Mexico)
Chris Jensen)
 County Clerk, Otero County, New Mexico)
 By Chris Jensen Deputy # 13230

