

**AMENDED  
RESTRICTIVE COVENANTS  
BROKEN ARROW 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 Broken Arrow Estates in the Office of the County Clerk, Otero County, New Mexico and

WHEREAS, the undersigned owner of said subdivision desires to amend those restrictive covenants affecting said property for the protection of all future property owners in said subdivision.

NOW, THEREFORE, the undersigned do hereby declare the existence of certain amended restrictive covenants as herein after set forth and declare that said amended 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:

**BROKEN ARROW ESTATES, 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 court 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 Broken Arrow 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 the Developer, and/or its' heirs and assigns, or a majority of the property owners after the developer is no longer an owner in the subdivision.

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

1. Lots 1-16 inclusive shall be known and described as residential Lots. No structures shall be erected, altered, placed or permitted to remain on any residential Lot other than one single family dwelling and such structures as are incidental to the use of said Lot, such as a private garage, well house, storage room or stable.

2. There shall be no commercial activity or business engaged in on any of these Lots. A home business shall be permitted in a room within the home (excluding a garage). "Shop" type businesses are expressly prohibited.
3. Lots may not be re-subdivided in the future for any purpose, except to combine two lots into one.
4. No buildings or structures whatsoever of any kind shall be located nearer than fifty (50') feet to the front lot line of each Lot, not nearer than twenty (20') feet to any side Lot line or rear Lot line of each Lot.
5. Plans for construction of any building in the subdivision, plans for any earthmoving or excavation in the subdivision, and plans for any significant degree of landscaping in the subdivision shall be submitted to the Architectural Control Committee so that the Architectural Control Committee can be certain that the plans abide by the terms of these covenants. The Architectural Control Committee shall notify the party submitting the plans of acceptance or denial of the plans within one week of receipt. If the plans are denied either in whole or in part, the architectural control committee shall clearly state how the plans can be revised in order to be accepted.
6. Pertaining to permanent homes and to modular homes:
  - No dwelling house smaller than 1500 square feet heated area shall be constructed on any lot herein. No trailer, trailer house, prefabricated building, tent, shack, barn or other outbuilding shall be used as a residence, temporarily or permanently, nor shall any temporary residence be erected. A temporary contractor's building or a mobile home for storage may be used during construction. All buildings are to be either brick or stone veneer or painted or stained on exterior of wall surfaces within thirty days from the date of completion of construction. No second hand structures shall be moved on any tract.
  - All dwellings shall be finished as to the exterior within one year from start of construction. All structures shall be completely finished front, sides and rear to the same degree as a first class front, so the view from overlooking or adjoining lots will not be unduly impaired.
7. Manufactured mobile homes are not allowed
8. Out houses and cesspools are strictly prohibited. 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.
9. Each Lot owner is required to provide and maintain all utility connections, except where such is provided prior to the purchase of the individual Lot.

10. No driveway entrances shall be constructed against or across drainage easements or drainage ditches in such a manner as to in any way prohibit the flow of water through such drainage easements. The developer reserves the right to require all such driveways to meet specifications as set forth by the developer. Installation and maintenance of any such culverts and/or driveway entries shall be the responsibility of the Lot owner.
11. The premises and improvements of each Lot must be maintained in an orderly condition and in a good state of repair at all times. They shall be kept clean and free of accumulations including, but not limited to, car parts and major appliances. Inoperative vehicles shall not be stored on any Lot. Woodpiles and refuse containers shall be screened from view from neighboring Lots and from the front of a house.
12. No television, satellite dish or radio antenna shall extend higher than 5 feet above the highest roof of any structure on the Lot. A single amateur radio antenna operated by a federally licensed amateur radio operator is allowed. This does not mean citizens band or commercial antennas.
13. 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.
14. No firearms of any type or kind shall be discharged by any owner, person in possession, or invitees of the same within the confines of the subdivision.
15. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any real estate or portion thereof or improvement thereof except that a discreet and unobtrusive name and address sign of modest dimensions be placed on each owners real estate. Nothing herein shall be construed to prevent the developers, their successors and assigns, from erecting, placing, or maintaining sign structures and offices as may be deemed necessary by it for the operation of the subdivision.
16. 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.
17. Livestock, such as horses, cattle sheep, etc. shall be permitted, provided that none are to be kept for commercial purposes. Livestock shall be limited to 1 animal per acre and must be contained.
  - Pigs, swine and poultry are not permitted.
18. Perimeter fencing to be approved by the Architectural Control Committee. 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 will be allowed. It is the responsibility of the Lot owner to properly maintain such fencing.
19. No work or exploration for any minerals, mining, or quarrying of any rock minerals soil or material or 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.

20. All Lots shall be maintained in as natural a state as possible. 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. The total irrigated area shall not exceed 2500 square feet per lot. The 2500 square feet may be planted in any combination of trees, shrubs, annuals and perennials, grasses and garden. Grasses should be selected that are well adapted to local climatic conditions and non-native grasses are discouraged. Low-water use landscaping techniques applying the principles of xeriscape shall be utilized. Drip irrigation is encouraged whenever possible. Natural drainage shall not be altered. The elevation of a Lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding Lots. No rock, gravel, or earth shall be excavated or removed from any property for commercial purposes.
21. These amended covenants shall be binding upon the undersigned and all persons claiming under it, their heirs, successors or assigns from the date these amended Restrictive covenants are recorded. These amended 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 seventy (70) 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.
22. 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.

Donald Burton  
Donald Burton

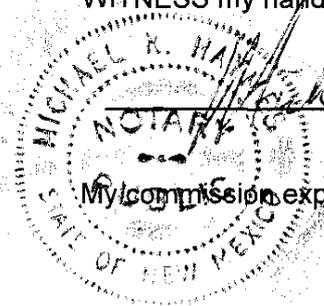
Barbara Burton  
Barbara Burton

State of New Mexico)  
  )ss  
County of Otero            )

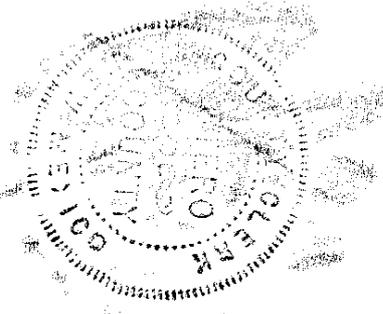
On this 22nd day of February, 2007, before me personally appeared

\_\_\_\_\_, 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.



Michael R. Hanna, Notary Public  
My commission expires 5-14-10



COUNTY OF OTERO            )  
STATE OF NEW MEXICO       ) ss  
AMENDMENT RESTRICTIVE CO  
PAGES: 5

I Hereby Certify That This Instrument Was Filed for Record On The 22ND Day Of February, 2007 at 02:35:05 PM And Was Duly Recorded as Instrument # **200701948** Of The Records Of Otero County

Deputy Chris Jensen Witness My Hand And Seal Of Office  
Robyn Silva  
County Clerk, Otero, NM