

RESTRICTIVE COVENANTS

for

CAMINO DE PAZ.

WHEREAS, the undersigned owners of the property hereinafter described and located in Otero County, New Mexico, have heretofore filed a plat of the subdivision known and described as Camino De Paz in the office of the County Clerk, Otero County, New Mexico and

WHEREAS, the undersigned owners of said subdivision desire to make and 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 creation and existence of certain restrictive covenants as hereinafter 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:

1. Lots 1 and 2 in Camino De Paz may be used for commercial or residential purposed at the discretion of the sub divider. A temporary office may be set up on one of these lots during the development time period.
2. Lots 3-5 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 home are to be placed on property.
3. There shall be no commercial activity engaged in on lots 3-5. A home-business shall be permitted in a room within the home (excluding a garage). "Shop-type businesses are expressly prohibited. Lots may not be re-subdivided in the future for any purpose, except to combine two lots into one.
4. Plans and specifications for a proposed dwelling must be approved by the subdivider or his heirs or assigns.
5. Exterior of house and outbuilding to be built by purchaser must be stucco. Pitched roofs must be tiled with clay or concrete tile only. No alternative methods of buildings are permitted. All walls of structure shall be either standard dimensional lumber, standard dimensional metal, or masonry block.

- **EXHIBIT "A"** -

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6. All structures shall be completely finished front, sides and rear in a complimentary manner and so the view from overlooking or adjoining lots will not be unduly impaired.
  7. 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 2000 square feet.
  8. 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.
  9. 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.
  10. 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.
  11. No old second-hand building shall be moved onto any lot in Camino De Paz and no second-hand materials shall be used in the construction of any structure thereon.
  12. No buildings or structures whatsoever of any kind shall be located nearer than fifty (50') feet to the front lot line of each lot nor nearer than the governing setbacks of any side lot line and no closer than twenty (20') from the rear lot line. Buildings and structures will be centered on the lot so that there is an equal distance on both sides between the structure(s) side walls to the side lot line. Any variances must be pre-approved by the subdivider.
  13. No above ground pools are allowed in Camino De Paz.
  14. 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.
  15. 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 animal 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.
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16. No television, satellite dish or radio antenna shall extend higher than 3 feet above the highest roof of any structure on the lot.
  17. Sewage disposal shall consist of individual New Mexico Environmental Department approved septic disposal systems not to exceed one per lot. 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. Each lot owner is required to provide a domestic well which meets all New Mexico Environmental Department requirements. Shared wells are allowed but are limited to no more than four households. A shared well is limited to a cumulative total usage of three acre/feet of water, they shall be metered and the readings provided to the State Engineer's Office quarterly.
  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. Natural drainage shall not be altered. Lawns are limited to a total of 1000 square feet.
  21. 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 approved by sub divider.
  22. No brush, trash or other materials shall be burned. No bonfires or incinerators are permitted.
  23. 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.
  24. A garage shall be used for residential purposes only by the owner or occupants of the lot upon which the garage is located.
  25. 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
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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.

26. 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.

ARJ ENTERPRISES, L.L.C.

Anthony E. Duran  
BY: ANTHONY E. DURAN

John M. Dick-Peddie  
BY: JOHN M. DICK-PEDDIE

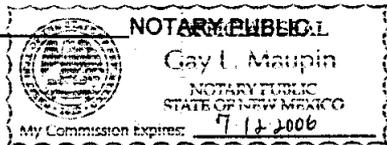
CORPORATE ACKNOWLEDGEMENT

STATE OF NEW MEXICO )  
                                  )SS  
COUNTY OF OTERO     )

ON THIS 23rd DAY OF May, 2005, BEFORE ME PERSONALLY APPEARED ANTHONY E. DURAN, AND JOHN M. DICK-PEDDIE OF ARJ ENTERPRISES, L.L.C., A NEW MEXICO CORPORATION, ON BEHALF OF SAID CORPORATION, KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENTS, AND THEY ACKNOWLEDGED THAT THEY EXECUTED SAID INSTRUMENT AS THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL ON THIS DAY AND YEAR LAST WRITTEN ABOVE

Gay L. Maupin



MY COMMISSION EXPIRES: 7-12-2006

IN WITNESS WHEREOF, THE OWNERS HAVE SET THEIR HANDS AND SEAL ON THIS 23rd DAY OF May, 2005.

THE WILLIAM W. PATTISON AND MARY LOU PATTISON REVOCABLE TRUST

William W. Pattison  
BY: WILLIAM W. PATTISON TRUSTEE

Mary Lou Pattison  
BY: MARY LOU PATTISON, TRUSTEE

**ACKNOWLEDGEMENT**

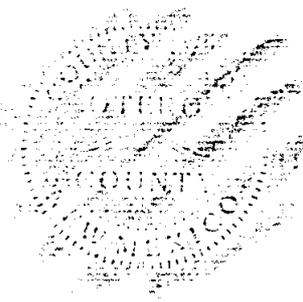
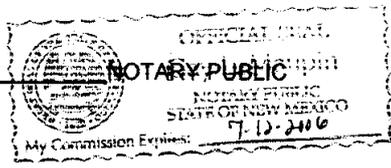
STATE OF NEW MEXICO )  
  )SS  
COUNTY OF OTERO     )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF May, 2005 BY WILLIAM W. PATTISON, TRUSTEE, AND MARY LOU PATTISON, TRUSTEE, TRUSTEES OF THE WILLIAM. W. PATTISON AND MARY LOU PATTISON REVOCABLE TRUST.

WITNESS MY HAND AND SEAL ON THIS DAY AND YEAR LAST WRITTEN ABOVE

MY COMMISSION EXPIRES: 7-12-2006

[Signature]



STATE OF NEW MEXICO }ss.  
OTERO COUNTY  
FILED FOR RECORD IN MY OFFICE  
This 27 day of May, 2005  
At 10:15 o'clock A.M and duly recorded  
in Book No. 1188 Page 442-447  
The records of Otero County, New Mexico  
Robyn Silva  
County Clerk, Otero County, New Mexico  
By [Signature] Deputy  
#05877