AMENDED
RESTRICTIVE COVENANTS

WHEREAS, COTTONWOOD HEIGHTS VENTURES is the Owner of a majority of the lots in COTTONWOOD HEIGHTS, UNIT 1, Alamogordo, New Mexico:

WHEREAS, said above named parties desire to amend the Restrictive Covenants recorded in Book 563, Pages 781 - 788 of the records of Otero County, New Mexico, and to place certain restrictions in regard to the buildings and improvements to be placed on portions of the above described real estate, and activities which may be conducted on said real property, or portions thereof, as follows, to-wit:

PART B. FULLY RESTRICTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to Lots 10 through 78, of Cottonwood Heights, Unit 1, Alamogordo, New Mexico.

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. No lots shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stores in height and a private garage for not more than three cars and a private carport for not more than three cars or a combination of private carport and private garage for not more than a total of four cars. At least 75% of the surface of the exterior walls, excluding gable ends, of the detached single family dwelling will be of brick veneer or other comparable finish approved by the Architectural Control Committee. Stucco exterior may be used only if specifically approved in writing by the Architectural Control Committee. Stucco must be required as a component of the exterior design of the house to qualify for approval.

C-2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony or external design with existing and/or planned structures, as to location with respect to topography and finish grade elevation. No fence or wall, except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer the front street than the front building setback line.

On corner lots, no side fence or walls, except necessary retaining walls of minimum height shall be erected or allowed to remain nearer to the front street than the front of the dwelling, nor nearer the side street than the property line. There is no restriction as to height of fences which are erected behind the minimum setback line of the front street; except as stated or implied herein. Approval shall be as provided in Part D.

All fence or walls shall be of colored masonry or rock construction, or as otherwise approved, as provided for in Sec. D. Plain concrete or cinder block is prohibited. Rear fences shall be a minimum of 4 feet in height, except at the exterior of the Subdivision they shall be 5 feet in height. All fence or wall materials shall be approved by the Architectural Committee prior to construction.

The homebuilder shall be responsible for construction of a 4-foot min. width sidewalk, adjacent to the curb, for the full length of the curb adjacent to the lot. The home builder shall also construct necessary driveway pads, and handicapped ramps at intersections, as required by City of Alamogordo.

The homebuilder shall plant at least one 2-inch caliper tree in the front yard of the lot.

C-3. DWELLING. The ground floor area of the main structure, exclusive of one-story porches, carports, and garages, shall be not less than 1,300 square feet for a one-story dwelling, nor less than 1,500 square feet for a dwelling of more than one story.

C-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no bulding shall be located

on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than fifteen (15) feet to any side street line, except that as to streets toward which houses face, no building shall be located nearer than twenty-five (25) feet to the street property lines of the said streets. No building shall be located nearer than five (5) feet to any interior lot line except as may be permitted by City Ordinance. No dwelling shall be located on any interior lot nearer than twenty (20) feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than sixty-five (65) feet at the minimum building setback line except that an irregular shaped lot resulting from a curve in the street shall have a minimum width, at the building setback line of not less than fifty-five (55) feet, nor shall any lot have an area of less than 6,500 square feet.

C-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building, shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted for any commercial purpose.

C-11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-13. WATER SUPPLY. No individual water-supply system shall be permitted on any lot. Water supply for every lot shall be obtained from the public water system, maintained by the City of Alamogordo, New Mexico.

C-14. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot. Sewage disposal for every lot shall be by means of the public

sewage-disposal system, maintained by the City of Alamogordo, New Mexico.

C-15. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART D. ARCHITECTURAL CONTROL COMMITTEE.

D-1. MEMBERSHIP. The Architectural Control Committee is composed of

a. CHARLES R. HERRELL
720 SOUTH WHITE SANDS BLVD.
ALAMOGORDO, NEW MEXICO 88310

b. DAVID HERRELL
720 SOUTH WHITE SANDS BLVD.
ALAMOGORDO, NEW MEXICO 88310

c. EBER McKINLEY
316 TENTH STREET
ALAMOGORDO, NEW MEXICO 88310

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written

instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

D-3. OTHER DUTIES. The Architectural Control Committee shall function as a property-owner's association and shall do all acts necessary for maintenance of any neighborhood improvements not otherwise provided with suitable maintenance (as of the date of the execution hereof there are no such neighborhood improvements in existence or contemplated), and for any other appropriate neighborhood services subsequently authorized or directed by the Architectural Control Committee.

PART E. GENERAL PROVISIONS.

E.1. TOLERANCE. A six inch (6") tolerance by reason of mechanical variance of construction is allowed for minimum distance requirements from lot line.

E-2. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. Votes shall be counted on the basis of one (1) vote for each lot owned.

E-3. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-4. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order or by ordinance of the City of Alamogordo, New Mexico, shall in nowise affect any of the other provisions which shall be and remain in full force and effect.

E-5. AMENDMENT. These covenants may be amended in whole or in part at any time an instrument signed by a majority of the owners of the lots has been recorded agreeing to amend said covenants in whole or in part to include additional property under the terms hereof or to exclude specifically described property from the provisions hereof. Votes shall be counted on the basis of one (1) vote for each lot owned within the subject area.

IN WITNESS WHEREOF, the said owners have caused this instrument to be executed this 9th day of August, 198 8.

COTTONWOOD HEIGHTS VENTURES

Charles R. Herrell

Charles R. Herrell, General Partner

ACKNOWLEDGEMENTS

STATE OF NEW MEXICO)
)SS
COUNTY OF OTERO)

On this 9TH day of August, 1985, before me personally appeared Charles R. Herrell, known to me to be the person who executed the foregoing instrument, and he acknowledged that he executed said instrument as his free act and deed.

Witness my hand and seal on this day and year last written above.

OFFICIAL SEAL
Signature: [illegible]
PATRICIA A. NORMAN
Notary Public
NOTARY PUBLIC NEW MEXICO
NOTARY BOND FILED WITH SECRETARY OF STATE
My Commission Expires

My Commission Expires: 11-18-85

STATE OF NEW MEXICO)
)SS
COUNTY OF OTERO)

Signed for record in the Office of the County Clerk of Otero County, New Mexico, on the _____ day of _____, 1985, at _____ o'clock, ____.M., and duly recorded in Book No._____, Page _____, of the records of Otero County, New Mexico.

_____, County Clerk

By: _____, Deputy

STATE OF NEW MEXICO } ss.
OTERO COUNTY }
FILED FOR RECORD IN MY OFFICE
This 12 day of August 1985
At 1:15 o'clock P.M. and duly recorded
In Book No. 584 Page 50-57 of
the records of Otero County, New Mexico.
Andrew C Upham
County Clerk, Otero County, New Mexico
By Denise Chavez Deputy

COUNTY CLERK OTERO COUNTY NEW MEXICO
3699