
Country Club Town Homes Association

Restrictive Covenants

1 May 2013

THE COUNTRY CLUB TOWN HOMES ASSOCIATION

RESTRICTIVE COVENANTS REVISED 1 May 2013

COMMON PURPOSE: The twenty-two (22) housing Units comprising the Country Club Town Homes Association, as well as the Common Areas, Limited Common Areas, and Limited Access Areas shall be used and occupied as single family residences by the Unit Owners, guests, or by tenants of the Unit Owners.

Restrictive Covenants are to be in place to facilitate the comfort and enjoyment of the property by the Owners or Occupants. It is the Owners responsibility to assure that the prospective buyers, tenants, and agents have read and agreed to the Covenants prior to entering into a sale, rental or lease contract. These Covenants shall remain in effect until revised by the Association.

TERMS USED:

1. HOA: The Country Club Town Homes Home Owners Association.
2. COMMON AREAS: The streets within the complex, the walkways, the Visitors Parking area, the areas adjacent to Hamilton Road, and the ten-foot-wide grassed area adjacent to the golf course. All Occupants have access to these areas.
3. LIMITED COMMON AREAS are the areas adjacent to the Unit's property line, with access on a need-to-use basis.
4. LIMITED ACCESS AREAS are the backyards and patios of the Units. These areas are for the exclusive use of the Owners/Occupants. The Home Owners Association, with notification to the Occupant when possible, has access for maintenance purposes.

IN ACCORDANCE WITH THE COUNTRY CLUB TOWN HOMES BY-LAWS, THE BOARD SHALL ADDRESS THE COMMON PURPOSE BY:

- A. Adopting and publishing rules and regulations addressing the Common Purpose governing the use of the Common Areas, Limited Common Areas, and Facilities, to the benefit, comfort and enjoyment of all Owners/Occupants and determine appropriate consequence for violation of rules.
- B. Maintaining the Common Areas, Limited Common Areas, and Perimeter Walls. Maintaining the stucco and wood trim of the Buildings and contracting additional maintenance that has been voted on by 65% of the members of the HOA.
- C. Determining and assessing fees needed to perform maintenance and address other common expenses of the HOA.

1. COMMON PURPOSE:

- 1.1. No part of the property is to be used for other than single family housing and the related common purposes for which the property was designed.
- 1.2. No industry, business, trade, occupation or profession of any kind, commercial or otherwise is to be

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advertised or displayed on any part of the property or on or in any windows thereof, although individual Unit Owners may display an advertisement of their Unit for sale or rent in good taste.

- 1.3. Activities such as garage/yard sales are to last no longer than two consecutive days with all remaining items being stored out of sight. Since participants in these activities are considered to be "customers", not "visitors", the Occupant operator of such activities must supervise parking outside the HOA complex, so as not to interfere with the access to, or enjoyment of their property, by other Unit Occupants.

2. MAINTENANCE:

- 2.1. Each Unit Owner must maintain and keep in good repair his/her Unit and Limited Access area in accordance with the originally established outside decor. In order to maintain uniformity of color, touch up painting by the Owner is to be undertaken using those paints on file with Sherman Williams of Alamogordo for the HOA. In conducting personal repairs, the Owner is responsible for clean-up and repair of any damage to HOA property resulting from the repair or the conducting of the repair.
- 2.2. Neighboring roofs are not to be used as access or staging areas for installations or repairs without consent of the neighboring Owner.
- 2.3. Nothing is to be done to any Unit or in, on, or to the Common Areas, Limited Common Areas and Limited Access Areas which will impair or alter the structural integrity, soundness, safety, or structurally change the building, or reduce the value, impair easements, servitudes, rights, privileges, belonging to or in anywise appertaining to the property.
- 2.4. With due notice, the Unit Owner is to remove decorative items attached to the Unit when HOA maintenance is proposed, and repair any damage that would interfere with such proposed maintenance. This is to be done in a timely manner so as not to delay the Contractor's scheduled maintenance.
- 2.5. The Unit Owner is responsible for roof repair and for the repair of ceilings under the roof.

3. ENVIRONMENTAL CONTROL:

- 3.1. Advances in technology, and environmental and energy concerns are to be considered.
- 3.2. Political election signs may be displayed but are to be removed within three days after the election. Holiday decorations may be displayed but are to be removed within two weeks after the holiday.
- 3.3. Radios and TV's are to be kept at such volume so as to not disturb neighbors and in accordance with existing city ordinances. No noxious or offensive activity shall be carried on in any Unit or in the Common Areas, the Limited Common Areas, or the Limited Access Areas, nor shall anything be done in or thereon either willfully or negligently, which may be or may become an annoyance or nuisance to other Unit Owners or Occupants.
- 3.4. There shall be no obstruction to access to the Common Areas.
- 3.5. Nothing shall be done or kept in any Unit or in the Common Areas, Limited Common Areas, Limited Access Areas which will increase the rate of insurance on the buildings, result in the cancellation of insurance on the building or adjacent buildings, or which would be in violation of the law or constitute a nuisance.
- 3.6. Waste is to be deposited only in those dumpsters so designated by the HOA for such purpose. Loose trash, shredded paper, or packing peanuts etc. are to be restrained in a secure container before placement in the dumpster.

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- 3.7. Limited Common Areas and Limited Access Areas shall be kept free of litter by the Unit Owner/Occupant.
- 3.8. All patio furniture and outdoor equipment is to be stored only within the Limited Access Area of the Unit.
- 3.9. No storage shed or lean-tos shall be erected.
- 3.10. Clotheslines are to be of the retractable type and all laundry taken down when dry.
- 3.11. Any fence may be adjusted to the height of six feet where ordinances or statute require a height control of such fence. Owners may provide protection as required for safety from errant golf balls.
- 3.12. PETS. City ordinances regarding control of pets are to be observed.
- 3.13. Any animal outside of a fenced yard of the Owner or Keeper must be under control of a leash or under hands-on control of its caretaker.
- 3.14. Pets shall not cause or create a nuisance or unreasonable disturbance. Continual infraction of the city ordinance after three days warning by the Board shall be cause for action by the Board.
- 3.15. All pet waste must be cleaned up and disposed of immediately.

4. FACILITIES:

- 4.1. The Town Homes are equipped with Cable Television access.
- 4.2. The HOA has a designated Visitors Parking area.
- 4.3. Should the Unit Owner not wish to subscribe to cable TV, satellite dishes or roof antenna, not to exceed FCC size constraints may be installed. Such installation is to be within the confines of the Owner's Unit.
- 4.4. Houses and property must be kept in good repair. If a neighbor considers a property to NOT be in good repair, they can ask for a vote of the Association, to determine if the owner should be required to fix the repair issues.
- 4.5. The vertical exterior surfaces shall be maintained by the Association. The color used for painting has been established and will continue into the future unless revised by the Association's Membership.
- 4.6. The horizontal surfaces are the responsibility of the Unit Owners. This is to include but not limited to the roofs and ceilings of the carports. The color of these surfaces has been established and shall remain the color of preference.

5. PARKING:

- 5.1. As per fire ordinance, no vehicles shall be parked in the inner Driveway overnight.
- 5.2. The inner Driveway is to be kept clear to allow access for emergency, delivery, and maintenance vehicles.
- 5.3. Because of the hazard created by cars backing out of carports and garages, children are not to play in the inner Driveway.
- 5.4. There shall be no storage of vehicles, trailers, motor homes in excess of thirty feet (30"), boats, or other wheeled or non-wheeled vehicles in the Visitors Parking Area or on the streets within the complex.
- 5.5. No vehicles that do not run are allowed on the property, unless inside the Unit's garage.

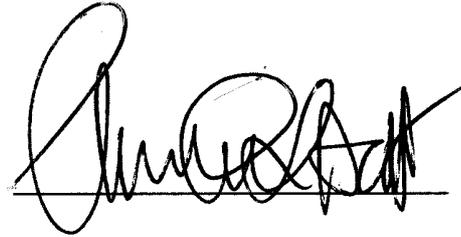
6. **AMENDMENTS TO THESE RESTRICTIVE COVENANTS:** These Revised Covenants shall be in effect for five (5) years from the date of the County Clerk's Recording, by sixty-five percent (65%) of the Owners. Amendments made in less than five (5) years require approval of seventy-five percent (75%) of the Owners.

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7. The Restrictive Covenants have been submitted to the Ownership of the Country Club Town Homes Association and have either by direct vote or by the Board's acceptance of their non-response as an acceptance vote approved the Covenants as listed above. No amendments are attached to these Covenants at this time.

Approved and Accepted By


Betty Voss – President


Michael L. Scott – Treasurer

The above listed Board members held a meeting on the Acceptance of these Covenants on 1 May 2013. The Covenants were accepted and incorporated into the Association at this meeting. The Covenants are to be filed with the Otero County Clerk's Office on 2 May 2013.

STATE OF NEW MEXICO
County of Otero ss.

The foregoing instrument was acknowledged before me this 2 day of May, 2013

By Betty L. Voss & Michael Scott

My commission expires March 30, 2014



Notary Public



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