THE COUNTRY CLUB TOWNHOMES ASSOCIATION
2531-23 Hamilton Rd., Alamogordo, NM 88310

RESTRICTIVE COVENANTS REVISED FEBRUARY 23, 2009

COMMON PURPOSE: The 22 Units comprising the Country Club Townhomes 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, their families, guests, agents, or by tenants of the Unit Owners.

Resrictive Covenants are to be in place to facilitate the comfort and enjoyment of the property the 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 contract.

TERMS USED:

HOA: The Country Club Townhomes Home Owners Association.

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.

LIMITED COMMON AREAS are the areas adjacent to the Unit's property line, with access on a need-to-use basis.

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.

I. IN ACCORDANCE WITH COUNTRY CLUB TOWNHOMES BI-LAWS, THE EXECUTIVE 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 th HOA.

C. Determing and assessing fees needed to perform maintenance and address other common expenses of the HOA.

II. COMMON PURPOSE: 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.

A. No industry, business, trade,occupation or profession of any kind,commercial or otherwise is to be advertised or displayed on any part of the property or on or in any windows thereof, although individual Unit Owners may display an advertisment of their Unit for sale or rent in good taste.

B. 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.

III. MAINTENANCE.

A. Each Unit Owner must maintain and keep in good repair his/her Unit and Limited Access area in accordance with the original ly 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.

B. Neighboring roofs are not to be used as access or staging areas for installations or repairs without consent of the neighboring Owner.

C. 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.

D. With due noitce, 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.

E. The Unit Owner is responsible for roof repair and for the repair of ceilings under the roof.

IV. ENVIRONMENTAL CONTROL concerns the comfort and enjoyment of their property by the Unit Occupants. Advances in technology, and environmental and energy concerns are to be considered.

A. 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.

B. Radios and TV's are to be kept at such volume so as to not disturb neighbors and in accordnce 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.

C. There shall be no obstruction to access to the CommonAreas.

D. 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.

E. Waste is to be deposited only in those dumpsters so designated by the HOA for such purpose. Loose trash, shredded paper, or packing peants etc. are to be restrained in a secure container before placement in the dumpster.

F. Limited Common Areas and Limited Access Areas shall be kept free of litter by the Unit Owner/Occupant.

G. All patio furniture and outdoor equipment is to be stored only within the Limited Access Area of the Unit.

H. No storage shed or lean-tos shall be erected.

I. Clotheslines are to be of the retractable type and all laundry taken down when dry.

J. 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.

K PETS. City ordinances regarding control of pets are to be observed.

1. 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.

2. Pets shall not cause or create a nuisance or unreasonable disturbance. Continual infraction of the city ordinance after three days warning by the Executive Board shall be cause for action by the Executive Board.

3. All pet waste must be cleaned up and disposed of immediately.

V. FACILITIES: The Townhomes are equipped with Cable Television access. The HOA has a designated Visitors Parking area.

A. 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.

B. Parking

1. AS PER FIRE ORDINANCE, NO VEHICLES SHALL BE PARKED IN THE INNER ALLEY OVERNIGHT.

2. The inner alley is to be kept clear to allow access for emergency, delivery, and maintenace vehicles.

3. Because of the hazard created by cars backing out of carports and garages, children are not to play in the inner alley.

4. There shall be no storage of vehicles, trailers, motor homes, boats,or other wheeled or non-wheeled vehicles in the Visitors Parking Area or on the streets within the complex.

VI. Amendments to these Restrictive Covenants may be made in five (5) years from the date of recording, by 65% of the Owners. Amendments made in less than five (5) years require approval of 75% of the Owners.

APPROVED BY EXECUTIVE BOARD:

Robert Waugh, Co-President	2.23.09 Date
Barbara Sick, Co-President	2-23-09 Date
Colleen Sandenaw, Treasurer	2-23-09 Date
Sherry Robertson, Secretary	2-23-09 Date

The recorded votes regarding THE COUNTRY CLUB TOWNHOMES ASSOCIATION RESTRICTIVE COVENANTS REVISED 2009, indicate that twenty-one (21) of the Owners approved the revisions, and one (1) Owner opposed. The Executive Board therefore considers the REVISED COVENANTS to be approved by more than the required 75% of eligible MEMBERS.

Robert Waugh, Co-President
State of New Mexico)
)SS:
County of Otero)

OFFICIAL SEAL
Cheryl Sandenaw
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/9/10

The foregoing instrument was acknowledged before me on 4/23/09 by Robert Waugh, Co-President of the Country Club Townhomes Home Owners association, a New Mexico association for and on behalf of said association.

Notary Public
My Commission expires 9/9/10

Barbara Sick, Co-President
State of New Mexico)
)SS:
County of Otero)

OFFICIAL SEAL
Cheryl Sandenaw
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/9/10

The foregoing instrument was acknowledged before me on 4/23/09 by Barbara Sick, Co-President of the Country Club Townhomes Home Owners association, a New Mexico association for and on behalf of said association.

Notary Public
My Commission expires 9/9/10

Colleen Sandenaw, Treasurer
State of New Mexico)
)SS:
County of Otero)

OFFICIAL SEAL
Cheryl Sandenaw
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/9/10

The foregoing instrument was acknowledged before me on 4/23/09 by Colleen Sandenaw, Treasurer of the Country Club Townhomes Home Owners association, a New Mexico association for and on behalf of said association.

Notary Public
My Commission expires 9/9/10

Sherry Robertson, Secretary
State of New Mexico)
)SS:
County of Otero)

OFFICIAL SEAL
Cheryl Sandenaw
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/9/10

The foregoing instrument was acknowledged before me on 4/23/09 by Sherry Robertson, Secretary of the Country Club Townhomes Home Owners association, a New Mexico association for and on behalf of said association.

Notary Public
My Commission expires 9/9/10

REC DATE:4/24/09 REC TIME:9:00:39 AM INSTR#:200903833 CLK:
OTERO COUNTY,ROBYN HOLMES COUNTY CLERK PAGE 4 OF 4