AMENDED RESTRICTIVE COVENANTS

COUNTRY ESTATES BK 681 PG 639

OTERO COUNTY, NEW MEXICO

DECLARATION

The following RESTRICTIVE COVENANTS supersede the Restrictive Covenants recorded at Book 618, pages 668 thru 671, and the Addendum to the Restrictive Covenant for Country Estates recorded at book 656, page 671, in the official records of Otero County, New Mexico.

WHEREAS, QUINTON E. DANIEL and KATHRYN S. DANIEL, his wife, CITIZENS BANK OF LAS CRUCES, MONTEINE BAIRD and LACEE LAMPHERE, JOSEPH H. ELLINGER and DARLA E. ELLINGER, his wife, HARRY R. RENFRO and DAPHNE G. RENFRO, GARY TURNER, JAMES WITT BRAZEAL, and WILLIS FRANK CHAPMAN and MAXINE RAY CHAPMAN, his wife, are the owners of real estate within Otero County, New Mexico, more particularly described as follows:

COUNTRY ESTATES
OTERO COUNTY, NEW MEXICO

WHEREAS, said owners desire to impose certain restrictive covenants upon the tract of land relating to an orderly and uniform development of the said real estate and the improvements to be placed thereon.

BE IT THEREFORE DECLARED that the following covenants and restrictions are declared and imposed upon the lots and the same shall run with the lot and be binding upon all parties, purchasers and owners and upon their successors, assigns and all persons claiming under or by or through them for the term of years or terms of years as herein provided.

PART I. FULLY RESTRICTED RESIDENTIAL AREA.

The residential area covenants in Part II in their entirety shall apply to the residential lots in COUNTRY ESTATES, Otero County, New Mexico. Building types shall be manufactured mobile homes, modular homes, or conventional site-built homes.

PART II. RESIDENTIAL AREA COVENANTS.

A. LAND USE AND BUILDING TYPE

1. No lots shall be used except for residential purposes.

2. No residence shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling.

B. MINIMUM HOME BUILDING REQUIREMENTS.

Each dwelling shall conform to the following minimum home building requirements:

1. All housing shall conform to all requirements relating to such single family residential construction in new subdivisions as may be required by acts, statute, rule, regulation or ordinance of Federal, State and local authorities and agencies and shall, as constructed, conform generally to the requirements of conventional or Federal, State or local mortgage financing programs.

C. BUILDING STANDARDS.

Unless the foregoing general standard is higher, the homes generally shall include the following:

1. Contain a minimum of 720 square feet.

2. Contain a minimum of two (2) bedrooms and one (1) bathroom.

3. Have a metal roof, or wood or composition roof shingles, or approved equal. No objects such as tires, blocks, or any heavy objects shall be allowed on the roof of any mobile home.

4. Have prefinished metal siding, brick veneer, plywood, treated wood or masonite.

5. Skirting of all mobile homes with a durable and attractive material shall be installed within sixty (60) days after the home is placed on the lot.

6. Mobile homes shall be anchored at the four (4) corners, as a minimum, at the time the home is placed.

7. Surfaced driveway: gravel, asphalt or concrete.

8. A sturdy front entrance deck or porch, of not less than thirty (30) square feet in size, excluding the steps.

9. All site improvements shall be in place and completed within six (6) months from the time the residence is placed on the lot.

10. The finish floor elevation shall be at least twenty four inches (24") above the finish ground elevation, but shall not be greater than thirty-six inches (36") above the finish ground elevation.

D. ARCHITECTURAL CONTROL.

No building or improvement shall be erected, placed, altered or replaced on any lot until the construction plans and specifications, and a plan showing the location of the proposed structure, have been approved by the Architectural Control Committee, as to quality of workmanship and materials, harmony of external design with existing and or planned structures, and as to location with respect to topography and finish grade elevation. Only manufactured homes in very good condition, outside and inside, shall be allowed on any lot. Any manufactured home to be placed on any lot must first be inspected and approved by the Architectural Control Committee or its approved representative.

No fence or wall shall be erected or allowed to remain nearer the front street or side street than the property line.

E. BUILDING LOCATION.

No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than twenty-five (25) feet to any side street lot line. No building shall be located nearer than ten (10) feet to any interior side lot line. No dwelling shall be located on any interior lot nearer than fifty (50) feet to the rear lot line. Porches and steps shall be considered as part of the building, and shall not be closer to the lot lines than set out above.

F. 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. No inoperable vehicles nor machinery in gross disrepair, or junk, shall be kept upon any lot or street right-of-way.

G. SIGNS.

No sign of any kind shall be displayed to the public view on any lot except: one (1) professionally lettered sign of not more than one (1) square foot, one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by the developer to advertise the property during the sales period.

H. 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 or mineral excavations be permitted upon or in any lot.

I. LIVESTOCK.

No swine shall be kept on any portion of said real estate. The following numbered lots will be allowed one horse or other livestock per acre as long as their maintenance on the property does not become a nuisance or offensive to the adjacent land owners, whether by reason of noise, odor or otherwise. All pens or corrals for such animals shall be located no closer than fifty (50) feet to the adjacent lots, and they may be located at the back of the peripheral lots. LIVESTOCK SHALL BE PERMITTED ON THE FOLLOWING LOTS ONLY:

BLOCK 1: LOTS 1 THRU 7, 10, 11, 14, AND 15
BLOCK 2: LOTS 3, 4, 8, AND 9
BLOCK 3: LOTS 1, 3, 4, 7, AND 8

J. HOUSEHOLD PETS.

Household pets may be kept as long as their numbers do not become a nuisance or offensive to the adjacent lot owners, whether by reason of noise, odor or otherwise.

K. GARBAGE AND REFUSE DISPOSAL.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall only be kept in sanitary containers that have covers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

L. WATER SUPPLY AND SEWAGE DISPOSAL FACILITIES.

Water supply and sewage disposal facilities will be provided by each individual owner for each single family dwelling, and shall be constructed and maintained in strict compliance with State of New Mexico and Otero County rules and regulations.

M. SOLID WASTE.

Each head-of-household shall make his own arrangements to dispose of his solid waste, or trash, at an approved County landfill. Waste materials shall not be allowed to accumulate on any lot.

N. SIGHT DISTANCE AT INTERSECTIONS AND DRIVEWAYS.

No fence, wall, hedge, tree, or shrub which obstructs sight lines at elevations between two (2) feet and six (6) feet above the ground shall be placed or permitted to remain on any corner lot within twenty-five (25) feet of the intersection of the street lines. The same sight-line limitations apply on any lot within ten (10) feet of the intersection of a street property line and the edge of a driveway. No tree shall be permitted to remain within these prescribed limits unless the foliage line of the tree is maintained at sufficient height to prevent obstruction of sight lines.

PART III. ARCHITECTURAL CONTROL COMMITTEE.

1. MEMBERSHIP.

The Architectural Control Committee is composed of:

Quinton E. Daniel
1307 Greenwood Lane
Alamogordo, New Mexico

Montiene Baird
2400 Lawrence Blvd.
Alamogordo, New Mexico

Darla Ellinger
Stallion Street
Country Estates

IN WITNESS WHEREOF, the said owner, Citizens Bank of Las Cruces, has caused this instrument to be executed this 14th day of December, 1989.

Citizens Bank of Las Cruces, A New Mexico Corporation

Michael J. Sanchez, Assistant Vice President

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
COUNTY OF DONA ANA) SS

On this 14th day of December, 1989, before me personally appeared Michael J. Sanchez, Assistant Vice President of Citizens Bank of Las Cruces, a New Mexico Corporation, and he acknowledged that he executed said instrument on behalf of said corporation.

Notary Public My commission expires: 11-07-92

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.

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, 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.

3. TERM.

These covenants are to run with the land and shall be binding on all parties, their successors, assigns and all persons claiming by, through or under them for a period of ten (10) years from the date these covenants are recorded. After this period the covenants shall be automatically extended for the successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been placed of record in the County Clerk's Office, requesting amending or agreeing to change the covenants in whole or in part. Votes shall be counted on the basis of one (1) vote for each lot owned.

4. ENFORCEMENT.

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

5. SEVERABILITY.

Invalidation of any one of these covenants by judgment or court order or by ordinance of Otero County, New Mexico shall in nowise affect any of the other provisions which shall be and remain in full force and effect.

6. 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 with the subject area.

IN WITNESS WHEREOF, the said owners Quinton E. Daniel and Kathryn S. Daniel, have caused this instrument to be executed this 2nd day of December, 1989.

Quinton E. Daniel Kathryn S. Daniel

IN WITNESS WHEREOF, the said owners, Harry R. Renfro and Daphne G. Renfro, have caused this instrument to be executed this 3rd day of January, 1989 1990

Harry R. Renfro

Daphne G. Renfro

STATE OF NEW MEXICO)
COUNTY OF OTERO) SS

The foregoing instrument was acknowledged before me this 3rd day of January, 1989 90, by Harry R. Renfro and Daphne G. Renfro.

Donita Chestman, Notary
exp - 3-31-1990

IN WITNESS WHEREOF, the said owner, Gary Turner, has caused this instrument to be executed this 26th day of January, 1989. 1990

Gary Turner

OFFICIAL SEAL
ALICIA M. HERNANDEZ
NOTARY PUBLIC
In and for the State of Texas
My commission expires 11-12-90

STATE OF TEXAS)
COUNTY OF EL PASO) SS

The foregoing instrument of acknowledged before me this ____ day of _____, 1989, by Gary Turner.

IN WITNESS WHEREOF, the said owner, James Witt Brazeal, has caused this instrument to be executed this 19 day of July, 1990.

James Brazeal

STATE OF NEW MEXICO)
COUNTY OF DONA ANA)

The foregoing instrument was acknowledged before me this 19 day of July, 1990, by James Witt Brazeal.

Notary Public My commission expires: 12-9-93

IN WITNESS WHEREOF, the said owners, Frank Willis Chapman and Maxine Ray Chapman, have caused this instrument to be executed this 2nd day of May, 1990.

Willis Frank Chapman

Maxine Ray Chapman

STATE OF NEW MEXICO)
COUNTY OF OTERO)

The foregoing instrument was acknowledged before me this 2nd day of May, 1990, by Willis Frank Chapman and Maxine Ray Chapman.

Notary Public My commission expires: January 1, 1992

STATE OF NEW MEXICO }
OTERO COUNTY } S.S.
FILED FOR RECORD IN MY OFFICE
This 22nd day of August 1990
At 2:15 o'clock P.M. and duly recorded
in Book No. 691 Page 639-641
the records of Otero County, New Mexico
County Clerk, Otero County, New Mexico
By Deputy 5939