RESTRICTIVE COVENANTS

PART A. WHEREAS DESERT HILLS, INC., A NEW MEXICO CORPORATION, is the owner of DESERT HILLS UNIT 1, located in Section six (6), Township seventeen (17) South, Range ten (10) East, N.M.P.M., Alamogordo, Otero County, New Mexico.

And Whereas, said Owner above named desires to place certain restrictions in regard to the building and improvements to be placed on portions of the above described real estate as follows: to-wit

PART B. FULLY RESTRICTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to lots 1 through 57, Desert Hills Unit 1, Alamogordo, Otero County, 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 stories in height; and a private attached garage for not more than three cars or a private attached carport for not more than three cars. Garages or carports shall contain a minimum of 336 square feet. Modular and pre-fabricated construction is prohibited.

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 of external design with existing and/or planned structures,) as to location with respect to lot lines, topography and finish grade elevations. 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. Approval shall be as provided in Part D.

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ROLL NO. 104-4
CAMERA OPERATOR
DATE 3-11-92

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 rear of the dwelling, nor nearer to the side street than the property line. The height of fences which are erected behind the minimum setback line of the front street shall be in accordance with the ordinance of the City of Alamogordo.

All fence or walls shall be a minimum of 2 feet in height, and shall be of rock masonry construction. All other materials are prohibited.

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 the City of Alamogordo.

The home builder shall plant at least one 2 inch caliper tree in the front of the lot.

The homebuilder shall construct a masonry screen, matching the house veneer, to screen utility risers and transformers from view from the street. This structure shall include the mail boxes for two adjacent houses. A standard drawing showing location and minimum construction requirements is available from the architectural control committee.

Rural newspaper delivery boxes are prohibited.

C-3 DWELLING COST, QUALITY AND SIZE. No building shall be permitted on any lot at cost of less than $75,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date the covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor of the main structure,

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DATE 3-11-92

[illegible] open [illegible] garages, [illegible] feet of heated area.

C-4. [illegible] LOCATION. No building [illegible] nearer to the front lot line or nearer to the [illegible] minimum building set-back lines shown on the recorded plat. In no [illegible] shall be located nearer than five (5) feet to an [illegible] lot line.

C-5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the subdivision.

C-6. NUISANCES. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Wood piles shall be screened from view from neighboring lots and from the front of a house. Vacant lots shall be kept clean and free of accumulations of rubbish. Inoperative vehicles shall not be stored on any lot.

C-7. 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-8. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than [illegible] 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 set-back line of not less than [illegible] feet, nor shall any lot have an area of less than [illegible] square feet.

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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 square foot, one sign of not more than five 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 OPERATION. 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 upon any lot.

C-11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept in any lot, except that dogs, cats, or other house-hold pets may be kept provided that they are not bred, kept, 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Portable containers, except for scheduled pick up days, shall be screened from view.

C-13. WATER SUPPLY. No individual water supply system shall be permitted on any lot.

C-14. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot.

C-15. STORAGE OF RECREATIONAL VEHICLES. Recreational vehicles including, but are not limited to, boats, airplanes, RV trailers, horse trailers, motor homes, cap trailers, utility trailers and racing cars. No recreational vehicle shall be parked or stored any closer to the front than [illegible] feet behind the front of a house. No recreational vehicle shall be parked or stored on any street within or adjacent to the subdivision. No recreational vehicle shall be stored on the side-street side of any corner lot.

C-16. AIRIALS. No television or radio antenna shall extend higher than the roof of any structure, and all antennas shall be subject to approval of the Architectural Control Committee prior to installation.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The Architectural Control Committee shall be composed of the Board of Directors of Desert Hills, Inc.

D-2. PROCEDURE. Building plans to be submitted for approval shall include as a minimum, floor plans, front elevations, and a complete description of exterior materials and finish and roofing. The approval as required in these covenants shall be in writing. In the event the subdivider, or his 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.

PART E. GENERAL PROVISIONS.

E-1. TERM. These covenants are to run with the land and shall be binding on the land, 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 thirty (30) 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 vote for each lot owned. These covenants may be amended at any time by a majority of the owners at the time of the amendment. An instrument signed by a majority of the owners shall be recorded with the County Clerk.

E-2. ENFORCEMENT. Enforcement shall be by proceeding 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-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in nowise effect any of the other provisions which shall be and remain in full force and effect.

PART F. ATTEST.

IN WITNESS WHEREOF, the said owner has caused this instrument to be executed this 9th day of March, 1992.

DESERT HILLS, INC.

BY: Norman Lane

STATE OF NEW MEXICO } S.S.
OTERO COUNTY }
FILED FOR RECORD IN MY OFFICE
This 10th day March 1992
At 1:40 p.m. M.D.T., recorded
in Book 721 Page 504-509
Dianne J. Dixon
County Clerk, Otero County, New Mexico
By Christine Nunn, Deputy
2111

Becky Sims
My Commission Expires 4-5-93