RESTRICTIVE COVENANTS

PART A. WHEREAS, TAYS INVESTMENT CORP., a New Mexico corporation, and JAMES H. PIERCE AND M. SUE PIERCE, his wife, are the owners of the following described real estate in Section Sixteen(16), Township Sixteen(16) South, Range Ten(10) East, N.M.P.M., Alamogordo, Otero County, New Mexico, and being more particularly described as follows, to-wit:

Lots Two Hundred Fifty Three(253) thru Two Hundred Eighty Seven(287); and, Lots Three Hundred Six(306) thru Three Hundred Nine(309); and, Lots Three Hundred Thirty One(331) thru Three Hundred Thirty Five(335) Unit 2, Granada Hills, Units 2 and 3, Alamogordo, Otero County, New Mexico.

AND WHEREAS, said owner above named desires to place certain restrictions in regard to the buildings 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 Two Hundred Fifty Three(253) thru Two Hundred Eighty Seven(287); and, Lots Three Hundred Six(306) thru Three Hundred Nine(309); and, Lots Three Hundred Thirty One(331) thru Three Hundred Thirty Five(335) Unit 2, Granada Hills, Units 2 and 3, 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 and other permitted uses as described in PART G. 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 stories in height and a private garage for not more than three(3) cars and a private carport for not more than three(3) cars or a combination of private carport and private garage for not more than a total of four(4) cars. All buildings shall be constructed with a minimum of 70% of the exterior wall surfaces, excluding windows, doors and roof gable ends, being finished with brick, stone, slump block or other simular masonry type material.

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 topography and finish grade elevation. No fence or wall, except court yard type fences or walls, exceeding four feet in height, above ground floor elevation of the living portion of the building, shall be erected or allowed to remain nearer the front street than the front building setback lines. All yard fences and retaining walls shall be constructed with masonry type materials consisting of cinder-block, pumice block, clay brick, slump brick, rock, or any combination of these materials.

On corner lots, no side street fence or wall, except necessary retaining walls of minimum heights, the height as specified in the applicable ordinances of the City of Alamogordo, New Mexico, shall be erected or allowed to remain nearer to the front street than the front building setback line, 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 lines of the front street.

C-3. DWELLING SIZE. The living area of the main structure, exclusive of one-story open porches, carports, and garages, shall be not less than the following:

(a) 1,500 square feet for a two(2) bedroom dwelling:

(b) 1,550 square feet for a three(3) bedroom dwelling:

(c) 1,600 square feet for a four(4) bedroom dwelling.

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 building 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 streets on which houses face,no building shall be located nearer than twenty-five(25) feet to the street property lines of the said street. No building shall be located nearer than five(5) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted assessory building located fifty-five(55) feet or more from the minimum front building setback line. No dwelling shall be located on any lot nearer than fifteen(15) feet to the rear lot line. For the purposes of this covenant,eaves, steps, and open porches shall not be considered as 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(60) feet at the minimum building set-back line except than 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(50) feet, nor shall any lot have an area of less than 6,000 square feet.

C-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of this subdivisiion, existing easements, or easements as may otherwise be recorded with the County Clerks office, Otero County, New Mexico.

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 temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as residence either temporary or permanently.

PART D. ARCHITECTURAL CONTROL COMMITTEE.

D-1. MEMBERSHIP. The architectural control committee is composed of the officers of Tays Investment Corp. of Alamogordo, New Mexico. 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 representative 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. PROCEDURES. 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 specification have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to 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. TOLERANCE. A two(2') foot tolerance by reason of mechanical variance of construction is allowed for minimum distance requirements from lot lines, and building set-back lines.

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 except that at any time during the term of these covenants the said covenants may be changed, or amended, in whole or in part, when an instrument signed by a majority of the then owners of the lots has been recorded for record agreeing to change said covenants in whole or in part. Votes shall be counted on the basis of one vote for each lot owned, etcetera.

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 restrian 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 then owners of the lots has been recorded for record agreeing to amend said covenants in whole or in part. Votes shall be counted on the basis of one vote for each lot owned within the subject area.

PART F. SUBDIVISION DEVELOPMENT NOTICE.

Purchaser acknowledges notice that the Subdivider, or Developer, or Owners, did level or terrace the lots described in PART A. and PART B., hereof; and further acknowledges the fact that some, or all, of the lots may have been filled with dirt-fill to bring the level of the lots to the present elevation; and further, acknowledges that any and all such fills were placed on the lots and compacted under the Engineering design, specifications and inspection supervision of licensed professional consulting Engineers and Surveyors employed by the Subdivider, or Developer, or Owners. In addition of the above acknowledgement of NOTICE the Purchaser acknowledges the reasonable access of any such engineering or test data, or datum, for

Purchasers examination.

PART G. OTHER PERMITTED USES. Occupations or professions may be conducted thereon, provided that at least one of the persons involved in such occupation or profession resides upon said premises and further provided that in connection with such occupation or profession no sign or other advertising display is used other than one(1) non-illuminated sign, attached to the building, which is not more than three square feet(3 sq.ft.) in area.

PART H. ATTEST. IN WITNESS WHEREOF, the said Owners have caused this instrument to be executed this 14th day of March 19 84.

OWNER:
TAYS INVESTMENT CORP.

ATTEST: Helen D. Tays
Secretary
Helen D. Tays

BY Melvin E. Tays
Melvin E. Tays, President

OWNER:
James H. Pierce
James H. Pierce
M. Sue Pierce
M. Sue Pierce

STATE OF NEW MEXICO)
COUNTY OF OTERO) SS:
The foregoing instrument was acknowledged before me this 14th day of March 19 84, by Melvin E. Tays, President of Tays Investment Corp., a New Mexico corporation, on behalf of said corporation.

Notary Public

STATE OF NEW MEXICO)
COUNTY OF OTERO) SS:
The foregoing instrument was acknowledged before me this 14th day of March 19 84, by James H. Pierce and M. Sue Pierce.

Notary Public

OFFICIAL SEAL
Helen D. Tays
HELEN D. TAYS
NOTARY PUBLIC - NEW MEXICO
NOTARY CONSULTANT - NOTARY PUBLIC STATE
My Commission Expires 4-9-84

STATE OF NEW MEXICO }
OTERO COUNTY } SS.
FILED FOR RECORD IN MY OFFICE
This 14th day of March 19 84
At 2:40 o'clock P M. and duly recorded
in Book No. 547 Page 944-948
the records of Otero County, New Mexico.
Lotie A. Sanchez
County Clerk, Otero County, New Mexico
By Leo Ann Work Deputy

#96447

COUNTY CLERK OTERO COUNTY NEW MEXICO