

**RESTRICTIVE COVENANTS OF HAMILTON RIDGE
CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO**

TAMMY D. BRUBAKER, Being the sole owner and Developer of Hamilton Ridge, Being a Replat of Lot 2B, Replat B, Reynolds Subdivision Otero County, New Mexico, to wit:

To be known as HAMILTON RIDGE SUBDIVISION, has established a general plan for the improvement and development of such premises, and does hereby establish the covenants, conditions, reservations and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof.

The undersigned, being the owner of 12 lots in Hamilton Ridge Subdivision, does hereby make the following declarations and covenants as to limitations, restrictions, and uses of lots. The described property is sometimes referred to herein as the "Property or the "Land."

Each and every one of these covenants, conditions, reservations and restrictions is, and all are, for the benefit of each owner of land in said subdivision, or any interest therein and shall ensure to and pass with each and every parcel of such subdivision and shall bind the respective successors in interest of the present owner thereof. These covenants, reservations, conditions and restrictions are, and each is, imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each parcel thereof, to wit:

Term. This document and its provisions shall be in full force and effect upon all of the described property from the date of recording hereof for a period of 20 years, at which time it shall be automatically renewed for an additional term of 20 years, unless amended or replaced by an affirmative vote of 75 percent of the then lot owners. This document and its provisions shall run with the described land and shall be binding upon all parties and all persons claiming under the undersigned, for the benefit and limitation upon all future owners of the property.

Residential Use. Such lots and each and every one thereof are for single-family residential purposes only. All residents shall be of new, permanent type and quality, constructed on site. No improvements of structure other than first class private dwelling house, patio walls, swimming pools, rock or brick fences, garage, and customary outbuildings may be erected, placed, or maintained on any one lot. One or more lots may be used as a single building plot.

Dwelling Size. No single-level dwelling shall be constructed that has less than 1,500 square feet, or less than 1,000 square feet on the ground floor or its substantial equivalent of a multi-level dwelling, minimum of heated, ventilated and air conditioned (HVAC) area, specifically excluding patios, porches, and garages. The term "dwelling" shall include square footage under a single roof, enclosed by walls. No residents shall be more than two stories above ground, and no more than 50 feet in height above ground.

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Construction: Purchaser will have five years from date of delivery of title of a lot to commence construction of residential dwelling on said lot. Once construction has begun, work thereupon must proceed diligently and construction must be completed within one year. No shacks or temporary buildings shall be permitted upon any lot. A construction trailer or temporary storage may be used during the construction period, not to exceed one year. No dwelling shall be occupied until construction is completed.

No building shall be erected or permitted to remain on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line, nearer than 10 feet to any side lot line, nor 25 feet to the rear lot line. Purchasers shall be aware of recorded utility easements and con

Yard Walls and Fences. Stone, brick, stucco or similar fencing is permitted. Chain link, wood, or similar fencing shall be concealed from the view of neighboring lots, roads or streets.

Maintenance of Property. Each owner of the property shall maintain continuously all portions of all structures, including the residents, walls, fences, retaining walls, patios, porches and any other portion of the property which is exposed to public view, including yards and courtyards. The area to be maintained shall extend from and include the exterior of the residents or any open to public view to the street on the front or the side and the rear and side lines.

Nuisances. No noxious or offensive activities shall be carried on upon the property, nor shall any activity be carried on which may be or become an annoyance, nuisance, or offensive activity to other owners. No lots shall be used in whole or in part for a junk yard, or for storage of rubbish refuge or goods of any character whatsoever. Property will remain clean, tidy, and free of any noxious odors and free of any substance, thing, or material obnoxious to the eye or that disturbs the peace.

Parking of Vehicles. No trailer, trailerhouse, boat or recreational vehicle shall be parked on the street in Hamilton Ridge Subdivision for more than 72 hours.

Storage of Objects. Inoperable, dilapidated or abandoned vehicles or vehicles under restoration, conveyances, trailers, boats, recreation vehicles, equipment, structures, machinery or similar objects, whether operable or inoperable, shall be deemed unsightly nuisances and shall not be permitted to remain within view of the property.

Property Shall Be Used for Single-Family Residential Purposes Only. All other uses are prohibited, particularly, no part of the property shall be used for the carrying on or any manufacturing business, commercial amusement enterprise or activity, or for the carrying on of any retail business or other enterprise, whether or not for profit.

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Animals. The owner or lawful possessor of any lands shall be permitted to maintain dogs, cats or domestic fowl upon said premises for household, residential, and non-commercial uses only. Provided, all such animals must be properly fenced, caged, or restrained from trespassing upon other premises. No commercial use or benefit may be enjoyed by the owner or any other person for the maintenance of these animals upon the premises. In no event shall any swine, goats, horses, cows or sheep be kept or maintained upon said premises for any purpose.

Signs. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or improvement thereof except that a discreet and unobtrusive name and address sign of modest dimensions may be placed on each residential lot. No sign of any kind shall be displayed to the public view on any residential lot except one sign advertising the property for sale or rent, or signs used by the Developer to advertise the property during the construction period.

Location of Wells and Septic Tanks. All septic tanks should be located a minimum of 100 feet from all wells so as to avoid contamination of said owners or neighboring wells and should comply with all governmental agencies regulations. All wells require a separate electrical shut-off from the dwelling to allow for fire-fighting in the event that main dwelling electrical power is lost. Wells should be underground. If above-ground pump houses are installed, they should be constructed using the same exterior materials used on the main residential dwelling, not visually distracting from the main dwelling.

Sewage Facilities. Outhouses and cesspools are strictly prohibited. All sewage facilities shall consist of septic tanks which shall be located and constructed only in accordance with the rules and regulations of those governmental agencies having jurisdiction over the construction of sewage facilities.

Firearms. No firearms of any type or kind shall be discharged by any owner, person in possession or invitees of the same, within the confines of the subdivision.

Lien. To correct any violation of these restrictive covenants, or the resolution and policies published, the Subdivide is granted, in addition to the rights herein granted, the authority to take any action that the owner of property in Hamilton Ridge Subdivision could take. Each owner of property affected by such action or against whom an assessment has been imposed under provisions of these covenants hereby grants the Developer, or its assigns, a lien against his property and all improvements thereon for the payment of all expenses thereby incurred. The lien may be foreclosed in accordance with the statutory provisions of the Mechanics and Materialmens Lien Law of the State of New Mexico.

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Variations. The Developer is hereby authorized to grant variations from the provisions of these Restrictive Covenants when such variations are justified from the standpoint of the aesthetics, architectural design, variety, harmony, value enhancement or other reasons deemed by the Developer to justify the variance.

Waiver of Protest. A Waiver of Protest agreement has been made with the City of Alamogordo whereas at some future date, the city may make improvements to the subdivision such as water and sewer lines, curb and gutters, and sidewalks, and may assess owners for their portion of improvements. The owners, subsequent owners, heirs, and assigns of property and lots in Hamilton Ridge Subdivision may not protest to any assessment district for the required improvements in consideration for the city's forbearance in requiring the prompt completion of such improvements. However, owners have the right to protest the dollar amount assessed by the City of Alamogordo.

Disclaimer. Nothing herein shall be construed to require the Developer to take any actions herein authorized. The taking of any such action by the Developer shall not constitute a waiver of this provision. The Developer shall at all times have the option to disregard its authority, regardless of prior publication of resolutions or policies.

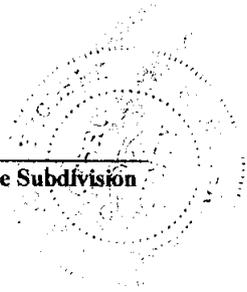
Reserved Rights. Owner reserves the right to maintain and operate, itself or through its authority agent, a real estate and/or construction office, and model homes on the property until all lots are sold or construction is completed on all lots.

Savings Clause. In the event any part of these Restrictive Covenants shall be held to be ineffective or be otherwise invalidated by a court of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall not thereby be affective.

IN WITNESS WHEREOF, the foregoing Restrictive Covenants of Hamilton Ridge Subdivision, City of Alamogordo, Otero County, New Mexico, are adopted, and we have hereunto set our hand this 24 day of May, 2000.

Hamilton Ridge Subdivision

By: Tammy D. Brubaker
Tammy D. Brubaker, Developer, Hamilton Ridge Subdivision



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STATE OF NEW MEXICO, COUNTY OF OTERO. Before me personally appeared TAMMY D. BRUBAKER, who signed and executed the foregoing instrument on this 24th day of May, 2000.

My Commission Expires: 18 May 2001

Janice L. Hewitt
Janice L. Hewitt, Notary Public

STATE OF NEW MEXICO, County of Otero, ss, Filed for record in my office this 18th day of January, 2001, at 11:15 O'clock AM, and duly recorded in Book 971 Page 213 of the Records of said county by Christina Quintana County Clerk Deputy

01-00534