

RESTRICTIVE COVENANTS  
MESA VILLAGE RESIDENTIAL SUBDIVISION  
ALAMOGORDO, NEW MEXICO

The Heritage Group, LLC., owner of the Mesa Village Residential Subdivision, located in Alamogordo, New Mexico, does hereby make and establish for said land the following covenants and restrictions which are to run with the land and shall be binding upon all parties hereto, and all persons claiming by, through and under them until May 1, 2040, at which time said covenants shall be automatically extended for successive periods of ten years unless changed as provided herein. At any time after the date hereof by a vote of the majority of the then owners of lots inclusive in the Mesa Village Residential Subdivision, these covenants may be deleted, changed or amended in whole or in part. For purposes of calculating a majority vote, each owner shall be entitled to one vote for each lot owned. Provided, however, so long as The Heritage Group, LLC., or its successor or assigns owns at least one of said lots, no covenant may be amended, deleted or changed in whole or in part without the express written consent of the The Heritage Group, LLC., or its successor or its assignee. The Heritage Group, LLC. retains the right to amend, delete or change these covenants in whole or in part, at any time, by itself and without the approval of any other owner of a lot in Mesa Village Residential Subdivision, so long as The Heritage Group, LLC. owns one of the lots.

Land/Lot Use:

The vision for the Mesa Village Community is for a mixed-use development that will be an asset to the City of Alamogordo and the future residents. Mesa Village is comprised primarily of single family development enhanced by access to public open space and commercial uses located along the Charlie Lee Memorial Relief Route.

1. No lot in the residential area shall be used except for residential purposes. Outbuildings, incidental to residential use of the plot, are herein permitted. For purposes of these declarations, outbuildings shall be defined as a tool or storage house not to exceed one hundred (100) square feet in area or eight (8) feet in interior height. These buildings shall be located with a minimum of five (5) feet setback from any property line. Additionally, any and all outbuildings shall be constructed (both clad and roofed) of the same materials as the principal residential structure on said lot. No outbuilding shall be located nearer than thirty feet (30) from the front property line.

2. All building set back lines are measured from the property line except for the rear yard set back line. The rear yard set back lines shall be measured from the lot side boundary of the private access drive. All residential lot set backs shall conform to state and local codes.
3. The minimum area of any lot shall not be less than the area for such lots as shown on the recorded plat for Mesa Village Residential. This restriction shall not prohibit the original property owner, under whose name these restrictions have been impressed, and its successors and assigns from the further subdivision at any time prior to the sale of all lots referenced within these covenants. This restriction shall not prohibit the assembling of lots or parts of lots into any lot which would be larger than those originally platted.
4. No trade or business shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No livestock or poultry of any kind or class whatsoever shall be maintained on said property.
5. No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
6. No inoperable junk or unlicensed vehicles shall be stored on any lot. Any trailer, travel trailers, fold-out campers, tent campers, or other camper-type recreational unit, either self-powered or trailer type, shall be stored behind the principal structure behind a fence.
7. No mobile home and/or manufactured home may be placed on any plot at any time for any purpose other than those units used temporarily for job site offices during construction.
8. All trash containers shall be stored at a point not visible from the street or adjoining lots. Refuse and other household trash shall be taken to the curb only in such containers and at such pick up times as specified by the City of Alamogordo, and shall be returned to the storage point on the same day as pick up.
9. No antennas for ham radios shall be erected. Television, radio, and Citizens' Band antennas shall not extend more than five (5) feet above the highest point of the roof of any building, and no antenna shall ever be maintained on any lot not containing a building. Communications or television satellite receivers or devices performing a like or similar function shall be permitted on any lot. Any device so permitted shall be affixed to the side, back or rooftop on each living unit.
10. Oil drilling, oil development operations, refining mining operations of any kind or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral

excavation or shafts be permitted upon or in any of the building sites covered by these covenants.

11. Care shall be taken in the design and lot location of each structure to ensure that existing surface drainage patterns in the subdivision are not adversely affected. If required by the Architectural Committee, the builder or owner of any structure in question shall submit for review and approval an improvement survey of the subject lot which shall delineate the proposed changes in grade so that the Committee may ascertain compliance with the intention of this item. Enforcement of this item shall include any and all surface water storage facilities; the intent being to disallow the construction of any earthen tank or similar impoundment which would alter the existing surface drainage patterns to the detriment of natural surface storm water drainage, or create a drainage encroachment upon adjoining properties which would not have, otherwise, been affected.
12. The ground floor area of the principal structure, exclusive of open porches and attached garages, shall not be less than 1400 square feet of heated and cooled living area in the case of a one-story structure, and not less than 900 square feet in the case of a one and one-half, two, or two and one-half story structure. Any one and one-half, two or two and one-half story structure shall contain a total of at least 1400 square feet, exclusive of open porches and attached garages.
13. No structure with an unfinished exterior shall be permitted to remain on any lot for a period exceeding nine (9) months from the date of commencement of its construction. Construction of the dwelling unit on each lot must be commenced within one (1) year following purchase of the lot from The Heritage Group, LLC., or its assignee, unless otherwise approved by The Heritage Group, LLC., or its assignee. In addition to any other remedies available at law or in equity, The Heritage Group, LLC., or its assignee shall have the option to repurchase any lot owned in violation of this paragraph by payment, of the original sale amount paid to The Heritage Group, LLC. or its assignee for the lot, to the owner.
14. The exterior of the principal structure and any garage, exclusive of windows and/or door openings, shall be at least 70% stucco, adobe, stone, masonry, masonry-veneer, brick, stone-veneer, or brick-veneer construction or other material approved by the Architectural Committee. Roofs may be flat, pitched (tile or metal) concealed pitch, or combination of both and shall be made of non-reflective materials. In general, roofs may be of metal, clay tile, concrete tile, natural slate, or manufactured slate. Other roofing materials, if concealed, including the use of solar collective panels or other energy conservation devices, may be permitted on approval by the Architectural

- Committee. Wood and asphalt composite shingles shall not be permitted on any dwelling, garage or outbuilding. Bright colors as the dominant exterior color are prohibited. Reflective film on exterior windows is prohibited.
15. All lighting shall comply with Article 31-01 Outdoor Lighting, City of Alamogordo Ordinance. Placement of fixtures and standards shall conform to state and local safety illumination standards.
  16. Within sixty (60) days after completion of any principal residence, the entire area of the building lot to the rear of the residence must be enclosed by a fence of not less than five (5) feet in height approved by the Architectural Committee. All block fences facing the front lot line or side street line shall be tan block or tan split face block, without the approval of the Architectural Committee. No garage conversions shall be allowed without the approval of the Architectural Committee. Unfinished block walls and barbed wire, chain link, concertina wire, and plastic/vinyl fencing are prohibited.
  17. No building shall be erected, placed, altered, or remodeled on any lot or plot in said development until and unless the building plans, exterior elevations, and plot plan showing the location of these buildings have been approved in writing as to their conformity and harmony of external design with existing structures in the development by a three member architectural committee to be appointed by The Heritage Group, LLC., its successors or assigns ("Architectural Committee") and whose decision shall be final. In the event of death or resignation of any member of this committee, the remaining member or members shall have full authority to approve or disapprove such design and location or The Heritage Group, LLC., its successors or assigns may designate a representative with like authority. In the event this Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be to have met full compliance. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed to this covenant. In the event of dissolution of The Heritage Group, LLC., without successors or assigns, then a majority of the property owners of record at that time may appoint an architectural committee. Any member of the Architectural Committee may be removed at any time without cause by The Heritage Group, LLC., its successor or assigns.
  18. All lots are subject to easements shown on the Plat, in favor of Otero County Electrical Cooperative, PNM Power and Gas, and Century Link

- Communications, their successor and assigns, or installation, and maintenance of all apparatus and equipment necessary for the operation of each named company including the right in ingress and egress to said easement and equipment and apparatus installed thereon. Said easements shall be kept free and clear of all buildings, structures and other obstructions.
19. All utility lines, including but not limited to, television cables, electrical lines, and telephone lines shall be underground except where the utility making installation is unable to provide underground service.
  20. Century Link Communications is the local exchange carrier for Mesa Village Residential. Voice and broadband services will be provided to all homes in the subdivision via copper cable. The builder or homebuyer must follow certain mandatory wiring specifications to avoid additional costs associated with this installation. The minimum wiring requirements for Copper Wire Service to the Premise must be obtained from the local exchange carrier and is the sole responsibility of the builder or homebuyer.
  21. If the parties hereto, or any of them, or their heirs or assigns, or attempt to violate any of title covenants herein, it shall be lawful for any person or persons owning any real property situated in this subdivision or addition to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation. In addition to any other relief available any party successful in any litigation to enforce these covenants shall, in addition to all other relief available, be entitled to an award of reasonable attorney fees.
  22. In the event of any conflict between these restrictive covenants and the Plat, the provisions of the Plat shall control.
  23. No violation of these restrictions, covenants or conditions shall affect or impair the rights of any mortgagee, trustee or lienholder under any mortgage or deed of trust or the rights of any assignee of any mortgagee, trustee, or lienholder under any such mortgage or deed of trust.
  24. The development of the landscaping should emphasize native and naturalized plant species. The lot owner will be responsible for the installation and maintenance of the landscaping on their property. All plant material, including trees, shrubs, groundcovers, turf, wildflowers, etc., shall be maintained by the lot owner in a living, attractive condition.

In validation of any one of these covenants by judgment or Court order shall not affect any other provisions which shall remain in full force and effect.

Date this 30 day of May, 2013

[Signature] By:  
Randal L. Rabon, Partner  
The Heritage Group, LLC.

[Signature]  
Jeffrey G. Rabon, Partner  
The Heritage Group, LLC.

[Signature]  
Timothy A. Rabon, Partner  
The Heritage Group, LLC.

State of New Mexico )  
County of Otero )

The foregoing instrument was acknowledged before me this 30 day of May, 2013.

[Signature]  
Notary Public

My Commission Expires:  
5/26/14

