

RESTRICTIVE COVENANTS
ALAMOGORDO, N.M.

PART A. WHEREAS, Christ Community Church, Inc. is the Owner of the lots in Mission Santa Fe subdivision, Otero County, New Mexico.

WHEREAS, said above named parties desire to place certain restrictions in regard to the buildings and improvements to be placed on portions of the above described real estate, and activities which may be conducted on said real estate property, or portions thereof, 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 19 of Mission Santa Fe Subdivision, Otero County, New Mexico.

PART C. LAND USE AND BUILDING TYPE. It is the intention of said owners to develop and improve the above described real estate as a Santa Fe style subdivision with homes that reflect a Mediterranean or Pueblo or Ranch Style Architecture. In order to carry out this plan, said owners do hereby establish the covenant, conditions, reservations, and restrictions upon which and subject to which said real estate shall be improved or sold and conveyed by them as owners thereof. Each and every one of these covenant, conditions, reservations, and restrictions is, and all are, for the benefit of each subsequent owner of land, or any interest therein, and shall enure to and pass with each and every parcel of such real estate, and shall bind the respective successors in interest of the present owners thereof. These covenant, reservations, conditions, and restrictions are and each is, imposed upon such real estate or any portion thereof and all of which are to construed as restrictive covenants running with the title to such land and with each and every parcel thereof, to-wit:

private road and driveways and all building plans for any building, fence, wall, or structure to be erected upon any portion of the real estate and the proposed location there-upon upon the same and any changes after approval thereof of any remodeling, reconstruction, alteration, or addition to any building, road, driveway, or other structure upon such premises shall require the approval in writing of the Architectural Control Committee within the subdivision and for approval as to location with respect to ownership dividing lines, topography, and finish grade elevations and roadways. Initially, the Architectural Control Committee shall be composed of four members as follows:

1. Jack Brock
3018 Del Cerro
Alamogordo, NM 88310
2. Jack Bates
14 Garden Dr.
Alamogordo, NM 88310
3. Darrell Hoskinson
PO Box 647
High Rolls, NM 88325
4. Gene Brock
3009 Del Cerro
Alamogordo, NM 88310

or such other persons, or successors to such named persons, as shall be named by the remaining members of the Committee.

C-2. RESIDENTIAL USE. All of said real estate and each and everyone thereof are for single-family residential purposes only. All residences shall be of a new, permanent type and quality, constructed on site. No improvement of structure what-so-ever, other than the first class private dwelling house, patio walls, swimming pool, garage, and customary outbuildings may be erected, placed, or maintained on any lot.

C-3. MAIN RESIDENCE AREA. The ground floor area of the main building shall not be

less than 1600 square feet of heated area and a minimum of a two car storage. This can be a carport or garage. All residences will be single stories with the exception of LOTS # 1 and 17, which a residence of not more than two stories can be constructed.

C-4. CONSTRUCTION. When the construction of any building is once begun, work thereupon must be prosecuted diligently and must be completed within a reasonable time. No shacks or temporary buildings shall be permitted upon any lot. No dwelling shall be occupied until its construction is completed.

C-5. WALLING AND ANTENNAE. All garbage cans, equipment, wood piles shall be walled in to conceal them from the view of neighboring lots, roads, or streets. Plans for enclosures of this nature must be approved by the Architectural Control Committee. No television antenna shall extend higher than the roof of any structure, and all antennae shall be subject to approval of the Architectural Control Committee prior to installation.

C-6. FENCING. Any type fence must be approved by the Architectural Control Committee. Each lot will be left undisturbed for the purpose of preserving the beauty of the natural desert. All walls are to be attached to building. (Refer to C-2)

C-7. ANIMALS. The owner or lawful possessor of any lands shall not be permitted to maintain any animals except for dogs and cats or domestic pets which are in fact house pets. Provided all such animals must be restrained from trespassing upon other premises. No commercial use of benefit may be enjoyed by the owner or any other person from the maintenance of these animals upon the premises. Any exterior structure use to confine any animal kept or maintained upon premises must be approved by the Architectural Control Committee.

C-8. NUISANCES. None of the real estate shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclear or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept out upon any lot that would emit foul or noxious odors or that would cause noise that will or might disturb the peace, quiet, and comfort or serenity of the occupants of surrounding plan of development expressed in the covenant establishing the Architectural Control Committee.

C-9. SIGNS. No bill boards or advertising signs of any character shall be erected, placed, permitted, or maintained on any real estate or portion thereof or improvement thereof except that a discreet and unobtrusive name and address sign of modest dimensions may be placed on each owners real estate. Nothing herein shall be construed to prevent the owners, their successors and assigns, from erecting, placing, or maintaining sign structures and officed as may be deemed necessary by it for the operation of the real estate.

C-10. FILLING AND REMOVING. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. No rock, gravel, or earth shall be excavated or removed from any property for commercial purposes.

C-11. 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.

C-12. 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 real estate.

C-13. USE OF PREMISES CONTRARY TO LAW. No premises shall be constructed, improved, or maintained in any manner of any purpose contrary to law or to lawful regulation of any governmental agency.

C-14. REMEDIES FOR VIOLATION. For a violation or a breach of any of these covenants, reservations, conditions, and restrictions by any person claiming by, through, or under the subdivider, or by virtue of any judicial-proceedings, the sub-divider and the lot owners, or any of them individually or severally, shall have the right to proceed at law or in the equity to compel a compliance with the terms hereof or to prevent the violation of breach of any of them. Such persons so proceeding shall be entitled to it, his or her attorney's fees and costs. The failure promptly to enforce any of the covenants, restrictions, conditions, and reservations shall not bar their subsequent enforcement. The invalidation of any one or more of the covenants, restrictions, conditions, and restrictions by any Court of competent jurisdiction in no way shall affect the right of any of the other covenants, reservations, conditions, and restrictions, but those not so invalidated shall remain in full force and effect.

C-15. FURTHER DIVISION OF REAL ESTATE. No subsequent owner who has purchased the property for residential purposes may further divided or parcel any real estate with the exterior boundaries.

C-16. DURATION OF RESTRICTIVE COVENANTS. The restrictive covenants herein shall remain in full force and effect for a period of twenty years from date. Said restrictions shall thereafter continue for successive twenty year periods except that at any time such restriction may be amended, in whole or in part by the owners of three-fourths or more of the acreage with said subdivision. Provided, however, if such term or succession of terms shall violate the rule against perpetuities, then in that event such terms shall be reduced to that period of time which shall comply with such rule.

C-17. PLANTING. The natural desert is to be preserved except where the home sits surrounded by enclosed yards. Only low-growing, trees are to be planted. Palm trees will be permitted.

IN WITNESS WHEREOF, the said owners have caused this instrument to be executed this

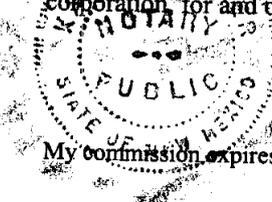
7th day of MARCH, 2000

[Handwritten Signature]
Harrell J. Hoskinson
[Handwritten Signature]

ACKNOWLEDGMENTS

STATE OF NEW MEXICO)
) SS.
COUNTY OF OTERO)

The foregoing instrument was acknowledged before me this 7th day of MARCH, 2000, by Jack D. Brock, President of Christ Community Church, Inc., a New Mexico corporation, for and on behalf of said corporation.



[Handwritten Signature]
Karla Butcher
Notary Public

My commission expires: June 11, 2005

STATE OF NEW MEXICO)
) SS.
COUNTY OF OTERO)

Signed for record in the Office of the County Clerk of Otero County, New Mexico, on the 18 day of July, 2000, at 1:35 o'clock P.M., and duly recorded in Book No. 1030 Page 678-683 of the records of Otero County, New Mexico.

Mary D. Quintana County Clerk

By: Chris Jenks, Deputy

#07421

