

RESTRICTIVE COVENANTS  
SAGEBRUSH,  
OTERO COUNTY, NEW MEXICO

WHEREAS, the undersigned owner of the property hereinafter described and located in Otero County, New Mexico, has heretofore filed a plat of the subdivision known and described as Sagebrush in the Office of the County Clerk, Otero County, New Mexico and

WHEREAS, the undersigned owner of said subdivision desires to file certain restrictive covenants affecting said property for the protection of all future property owners in said subdivision.

NOW, THEREFORE, the undersigned do hereby declare the existence of certain restrictive covenants as herein after set forth and declare that said restrictions and covenants shall run with the land hereinafter described and to be binding on all parties who are or shall become parties in interest to said land. The property covered and affected by the covenants set forth herein and the restrictions applicable thereto is described as follows, to wit:  
Lots 1-16 inclusive of Sagebrush, Otero County, New Mexico, a subdivision lying as shown on the official plat thereof on file in the office of the County Clerk of Otero County, New Mexico.

These restrictive covenants are for the benefit of any and all of the owners of the real property within the boundaries of the subdivisions described above and if any of the owners or any of their assigns or successors in interest violate any of these covenants, it shall be lawful for any other owner within that subdivision to enforce these covenants in the district of Otero County, New Mexico. Such enforcement may include, but is not limited to damages, temporary injunction and/or permanent injunction.

**ARCHITECTURAL CONTROL COMMITTEE (ACC)**

The Architectural Control Committee (ACC) shall consist of the subdivision owner and/or appointees, heirs or assigns who pre-approve building design and placement of any structures in the subdivision. New committee members are to be property owners after 75% of the subdivision has been sold. Each lot has one vote.

All plans, including the locations, for the construction of private roads and driveways and all building plans for any building, fence, wall or structure to be erected upon any portion of any of the lots in Sagebrush, Otero County, New Mexico and any changes after approval thereof of any remodeling, reconstruction, alteration or addition to any building, road, driveway or other structure upon said premises shall require the approval in writing of the Architectural Control Committee. All requests for approval shall be written and delivered to the Architectural Control Committee who will meet within 14 days of receipt and render a decision promptly

The restrictions and protective covenants herein referred to are as follows:

1. Lots 1-16 in this subdivision are hereby declared to be residential. There shall not be erected on any one lot more than one (1) single private family dwelling together with the necessary and appurtenant buildings such as guest quarters, garages and carports customarily used in connection therewith. No modular or mobile homes are to be placed on property.
2. There shall be no commercial activity engaged in on any of these lots. A home-business shall be permitted in a room within the home (excluding a garage). "Shop"-type

- Exhibit "A" -

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businesses are expressly prohibited. Lots may not be re-subdivided in the future for any purpose, except to combine two lots into one.

3. Exterior of house and outbuilding to be built by purchaser must be single story, stucco sided, Pueblo, Mission, or Santa Fe style construction. All outbuildings are to be consistent and matching with the home. Exterior colors shall be only natural browns, tans or terracotta earth tones. Alternative methods of building are permitted but must be approved by the ACC. All walls of the structure shall be either standard dimensional lumber, standard dimensional metal, or masonry block. All must meet aesthetic guidelines of the ACC.
4. All structures shall be completely finished front, sides and rear in a complimentary manner to comply with three above and so the view from overlooking or adjoining lots will not be unduly impaired.
5. All single family dwellings, exclusive of garage, carport, patios, terraces and porches, shall be constructed or maintained with a heated living area of not less than 1500 square feet.
6. No garage, carport, shed, tent, trailer, mobile home or temporary structure of any kind shall be erected, constructed, permitted or maintained on any lot prior to the commencement of the erection of a principal dwelling thereon. An RV may be used as a temporary residence during construction of the primary residence for a period not to exceed 12 months, with the approval of the ACC. A temporary contractor's trailer or mobile with approval for storage may be used during construction.
7. No pre-built or major pre-built or modular portion, other than roof trusses or floor joists, shall be erected, placed, moved on or maintained on any lot or lots at any time.
8. When the construction of a dwelling is commenced upon any lot the owner or owners thereof shall proceed, with all reasonable diligence, the completion thereof and shall complete the construction thereof within twelve (12) months from the date of commencement, delays caused by Act of God excepted.
9. No old or second-hand building shall be moved on any lot in Sagebrush and no second-hand materials shall be used in the construction of any structure thereon.
10. No dwelling, garage, carport, outbuilding, swimming pool, corral or other structure of any kind shall be erected, constructed, placed or maintained on any lot nearer than 10 feet to the nearest side lot line and 40 feet from front and back lot lines.
11. All lots shall be kept clean and free of accumulations of rubbish, including, but not limited to, major appliances and car parts. Inoperative vehicles shall not be stored on any lot. Wood piles shall be screened from view from neighboring lots and from the front of a house. The premises and improvements of each lot must be maintained in an orderly condition and a good state of repair at all times.

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12. No noxious or offensive activity shall be carried out on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other lot owners in the subdivision.
13. Household pets are allowed but must be contained and requirements of Otero County and the State of New Mexico, as to controlling of such animals, it shall be the responsibility of the lot owner. Kenneling is not permitted. Horses, cattle, sheep, pigs, swine, poultry, or any other farm animals (domestic or exotic) are not permitted. Horses only are allowed on lots 11, 12 and 13 with the approval of the ACC.
14. No television, satellite dish or radio antenna shall extend higher than 5 feet above the highest roof of any structure on the lot. No radio, stereo, broadcast or loudspeaker units shall be directed outside of any building without the prior consent of all neighbors within hearing range.
15. Perimeter fencing to be approved by subdivider. Interior lot fencing shall be consistent with exterior of home or be made of buff color cinder block, natural colored cedar stays or rock. No wire fencing or conventional type fences will be allowed without the approval of the ACC. It is the responsibility of the lot owner to properly maintain such fencing in good repair.
16. All lots shall be maintained in as natural a state as possible. A grass lawn is allowed, but shall not exceed 1000 square feet and shall be enclosed with a fence or wall or native plants. Native growth shall not be destroyed or removed from a lot except as necessary for roadways, utility ways, structures, walled-in or fenced-in yards, gardens and patios or replacement by landscaping. Natural drainage shall not be altered.
17. Sewage disposal shall consist of individual New Mexico Environmental Department approved septic disposal systems provided one each lot by the individual lot owner. Shared septic systems shall not be permitted. Each lot owner is responsible for maintaining New Mexico Environmental Department required clearances between wells and septic systems, including those on adjacent properties.
18. Each lot owner is required to provide all underground connection to utilities. No overhead utilities allowed.
19. All driveways must be constructed in such a manner and surfaced with materials that will prevent dirt, rocks and other debris from washing down onto the street, conforming to a minimum width of fourteen feet (14'). All driveways shall be surfaced with crushed rock, asphalt, concrete or brick. Culverts for driveways must meet road design standards and be installed according to County standards.
20. No brush, trash or other materials shall be burned. No bonfires or incinerators are permitted.

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21. No obnoxious or offensive activity shall be carried on or allowed to exist or be operated upon any lot, nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood. No offensive lighting or directional glare from lighting is permitted.
22. A garage shall be used for residential purposes only by the owner or occupants of the lot upon which the garage is located.
23. No work or exploration for any minerals, mining or quarrying of any rock minerals soil or material of any nature shall be conducted on any lot or portion thereof, nor shall any excavation of any nature be made upon any lot or portion thereof, except as may be incident to the installation of utility services, drainage lines, excavations incident to the grading and preparation of building site, the construction of dwellings and or swimming pools, and the grading of roads and streets.
24. In the event the structure is destroyed, either wholly or partially by fire or any other casualty, said structure shall be rebuilt or repaired to conform to this declaration or all remaining structure including foundation and debris shall be totally removed from the lot within ninety (90) days from said occurrence unless time is extended by the ACC.
25. These covenants shall be binding upon the undersigned and all persons claiming under it, their heirs, successors or assigns from the date these Restrictive covenants are recorded. These Restrictive Covenants may be modified, amended or repealed in whole or in part by filing in the office of the County Clerk of Otero County, New Mexico, such amendment, modification or notice of repeal duly executed and subscribed by the owners of record of not less than sixty seven (67) percent of the lots included in said subdivision. Modification, amendment or repeal of any one or more of the foregoing restrictive covenants shall not affect the validity of the remaining covenants. Failure to enforce the provisions of the above covenants immediately upon violation shall not be considered as a waiver of such covenants.
26. Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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Teresa V. Ham

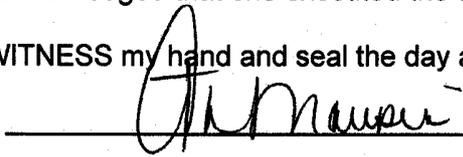


Teresa V. Ham

State of New Mexico)  
  )ss  
County of Otero                  )

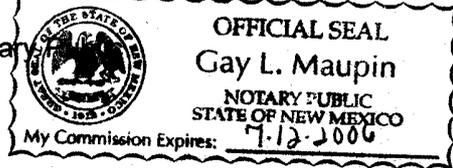
On this 29th day of July, 2005, before me personally appeared Teresa V. Ham, known to me to be the person who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and seal the day and year last written above.



Notary

My commission expires 7-12-2006



STATE OF NEW MEXICO }s.s.  
OTERO COUNTY

FILED FOR RECORD IN MY OFFICE

This 11 day of Aug, 2005

At 5:20 o'clock P M and duly recorded

in Book No. 1200 Page 897-901

The records of Otero County, New Mexico

Robyn Silva  
County Clerk, Otero County, New Mexico

By Chris Jerski Deputy

# 09193