REPLAT A SOUTH-FORTY
AMENDED RESTRICTIVE COVENANTS

WHEREAS, Don B. Sudderth and Danita R. Sudderth, husband and wife, are the owners of Replat A South-Forty Subdivision in Otero County, New Mexico, being more particularly described as follows:

> A tract of land in the South Half of the Northwest Quarter (S½ NW¼) of Section 33, Township 16 South, Range 10 East, N.M.P.M., described by metes and bounds as follows:
>
> Beginning at the Southwest corner of said S½ NW¼ and going N 00° 02' 30" W along the West line of said S½ NW¼ a distance of 1259.88 feet; thence S 89° 34' 59" E a distance of 1376.34 feet; thence S 00° 08' 16" E a distance of 1270.20 feet; thence N 89° 09' 19" W a distance of 1378.59 feet to the place of beginning, and containing 40.000 acres, more or less.

WHEREAS, said above-named parties desire to place certain restrictions in regard to the buildings and improvements on the above-described real-estate, and upon activities which may be conducted on said real property or portions thereof as follows, to-wit:

> These restrictive covenants shall apply in their entirety to Lots 1A through 5A of Replat A South-Forty Subdivision, Otero County, New Mexico.

AND WHEREAS, the said owners above-named desire said real estate to be subject to and encumbered by certain Restrictive and Protective Covenants, the following Restrictive Covenants shall be in full force upon the property within the above legal description and shall supersede those covenants recorded in Book 869, at Page 742, kept in the office of the Otero County Clerk, New Mexico.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the above-named owners hereby declare and agree that the following Covenants apply to all of the said real estate and that all conveyances of said real estate, or any part thereof, shall be subject to said Covenants, whether or not the same are embodied in the conveyances or other instruments affecting title thereof.

1. No buildings or structures whatsoever, shall be located nearer than 75 feet to the front tract line to each tract, or to any road line, or nearer than fifty feet to any side tract line or rear tract line to each tract.

2. All dwellings shall be finished as to the exterior within one year from the date of beginning construction.

3. All structures shall be completely finished on the front, sides, and rear with brick veneer, stucco or adobe. Structures in existence on the date of this filing of these covenants shall be exempted from the provisions of this covenant, including those certain metal building erected on Lots 5A and 1A.

4. All utility lines for all residences, dwellings, and any other buildings constructed on any lot within the subdivision shall be buried underground, and no lines, pipes, or poles for utility services to any building on any lot shall be above-ground except where specifically and expressly required by a rule or regulation of some government agency having jurisdiction over such matters, or during the one year construction period.

5. Outhouses and cess pools are strictly forbidden except that portable toilets may be employed during the time of construction as may be required by county, state, or federal law. All septic tanks shall be located and constructed in accordance with the rules and regulations of those government agencies having jurisdiction over the construction of sewage facilities and septic systems.

6. All dwellings on said lots shall have a minimum floor area of not less than 1,200 square feet of heated living area, exclusive of porches, garages, carports, patios, and terraces, all of which may be attached to the residence.

7. No trailer, trailer house, mobile home, modular home, tent, shack, or barn shall be used as a residence, temporarily or permanently, nor shall any temporary residence be erected, except that a recreational vehicle or mobile home may be used during the one year construction period by the owner while construction is in progress.

8. No lot owner may allow guest recreational vehicles situated on his or her lot to be inhabited for more than three weeks during any calendar year, cumulative.

9. Each lot owner shall provide adequate parking for any and all vehicles as required by the usage of their respective lots. There shall be no "on street" parking on easements granted for ingress and egress.

10. No brush, trash, or other material may be burned in the subdivision, except in compliance with fire regulations of the appropriate regulatory agency.

11. No obnoxious or offensive activity shall be carried on upon any lot, nor shall

anything be done on any lot which may be or become an annoyance or nuisance to the other owners of property within the subdivision.

12. No lot or portion of any lot within the subdivision shall be used for the collection of trash, garbage, waste, junk, or salvage. Trash, garbage, and waste shall not be kept on the premises except in sanitary containers. No garbage, refuse, trash, or obnoxious or offensive material shall be permitted to accumulate on any lot. The owner of each lot shall cause the same to be disposed of in accordance with accepted sanitary practices and the appropriate regulatory agency. All garbage or trash containers must be placed in areas so that they shall not be visible from any adjoining lot, street, or waterway. All garbage, refuse, trash, or obnoxious or offensive materials shall be removed by the lot owner to a sanitary landfill or by arrangement with a garbage removal service.

13. No animal or fowl of any description shall be raised, housed or kept on Lots 2A, 3A, 4A, or 5A, except for dogs, cats, or other household pets that are of such a nature as to not interfere with the safety and comfort of adjoining lot owners, which may be kept on the lot provided they are not bred or maintained for any commercial purpose. Horses may be raised, housed, or kept on Lot 1A.

14. The drainage of a lot shall not be changed or altered so as to materially affect the drainage of the surrounding lots. No rock, gravel, or earth shall be excavated or removed from any property within the subdivision for commercial purposes.

15. Lot owners are responsible for building and maintaining adequate drainage structures, acceptable to Otero County, in all driveway connections with county roads.

17. The use of wells within the subdivision shall be limited to household use, non-commercial trees, and lawns and gardens, not to exceed one (1) acre. Lot 1A may apply well water for the use of any horses housed, kept, or bred upon that lot.

18. 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 unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. Votes shall be counted on the basis of one (1) vote for each lot owned.

19. All of these restrictive covenants contained herein are for the benefit of any and all owners of land within the boundaries of said real estate and if any person or persons violates or attempts to violate any of said covenants, then it shall be lawful for any other

person or persons owning land within said boundaries to prosecute any proceedings at law or equity to recover damages or to enjoin such act, and to have any and all further legal and equitable relief.

19. Invalidation of any of these covenants shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

Dated: Oct 6 1997

Don B. Sudderth

Dated: Oct 6, 1997

Danita R. Sudderth

Dated: 10/8/97

Spencer F. Stopa

Dated: 10/8/97

Christine W. Stopa

Bk 871 Pg 445

ACKNOWLEDGMENT

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

On this 6th day of October, 1997, before me personally appeared DON B. SUDDERTH and DANITA R. SUDDERTH, known to me to be the person described in and who executed this instrument consisting of a Disclosure Statement with attachments, and acknowledged that he executed the same of his own free act and deed.

Peggy L Masson
Notary Public

My Commission Expires: 9-17-2001

ACKNOWLEDGMENT

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

On this 8th day of October, 1997, before me personally appeared SPENCER F. STOPA and CHRISTINE W. STOPA, known to me to be the persons described in and who executed this instrument consisting of a Disclosure Statement with attachments, and acknowledged that he executed the same of his own free act and deed.

Debra L Robb
Notary Public

My Commission Expires: 4-25-98

STATE OF NEW MEXICO } S.S.
OTERO COUNTY
FILED FOR RECORD IN MY OFFICE
This 9 day of October, 1997
At 4:00 o'clock P M and duly recorded
in Book No. 871 Page 441-445
The records of Otero County, New Mexico
Mary D. Quintana
County Clerk, Otero County, New Mexico
By Christina G Deputy
10157

Real Estate\Sudderth\Amended.res\plm

Tue Jun 02 1998 17:00 Otero County Clerk