

SUNBIRD ACRES
SUBDIVISION
OTERO COUNTY
NEW MEXICO

SUBMITTED BY:

-30- COMPANY
P.O. BOX ~~389~~ **386**
2209 N. FLORIDA AVE.
ALAMOGORDO, N.M.
88310

FOR APPROVAL BY:

OTERO COUNTY COMMISSION
1000 NEW YORK AVE.
ALAMOGORDO, N.M.
88310

Bk 786 Pg 270

SUNBIRD ACRES SUBDIVISION

OTERO COUNTY, NEW MEXICO

PLEASE READ THIS DISCLOSURE STATEMENT
BEFORE YOU
SIGN ANY DOCUMENTS OR AGREE TO ANYTHING

DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT IS INTENDED TO PROVIDE YOU WITH ENOUGH INFORMATION TO PERMIT YOU TO MAKE AN INFORMED DECISION ON THE PURCHASE OR LEASE OF PROPERTY DESCRIBED IN THIS STATEMENT. YOU SHOULD READ CAREFULLY ALL OF THE INFORMATION CONTAINED IN THIS STATEMENT BEFORE YOU DECIDE TO BUY OR LEASE THE DESCRIBED PROPERTY. YOU SHOULD BE AWARE OF THE FACT THAT VARIOUS STATE AGENCIES HAVE ISSUED OPINIONS ON BOTH THE SUBDIVISION PROPOSAL AND WHAT IS SAID IN THIS DISCLOSURE STATEMENT ABOUT THE PROPOSAL. THESE OPINIONS, WHETHER FAVORABLE OR UNFAVORABLE, ARE CONTAINED IN THIS DISCLOSURE STATEMENT AND SHOULD ALSO BE READ CAREFULLY.

THE BOARD OF COUNTY COMMISSIONERS HAS EXAMINED THIS DISCLOSURE STATEMENT TO DETERMINE WHETHER THE SUBDIVIDER CAN SATISFY WHAT HE HAS SAID IN THIS DISCLOSURE STATEMENT. HOWEVER, THE BOARD OF COUNTY COMMISSIONERS DOES NOT VOUCH FOR THE ACCURACY OF WHAT IS SAID IN THIS DISCLOSURE STATEMENT. FURTHER, THIS DISCLOSURE STATEMENT IS NOT A RECOMMENDATION OF ENDORSEMENT OF THE SUBDIVISION BY EITHER THE COUNTY OR THE STATE. IT IS INFORMATIVE ONLY.

FINALLY, THE BOARD OF COUNTY COMMISSIONERS RECOMMENDS THAT YOU SEE THE PROPERTY. BEFORE BUYING OR LEASING IT. HOWEVER, NEW MEXICO LAW PROVIDES THAT IF YOU DO NOT SEE THE PROPERTY PRIOR TO PURCHASING OR LEASING IT, YOU HAVE SIX MONTHS FROM THE TIME OF PURCHASE OR LEASE TO INSPECT THE PROPERTY. UPON INSPECTING THE PROPERTY, YOU HAVE THREE DAYS FROM THE DATE OF INSPECTION TO RESCIND THE TRANSACTION AND RECEIVE ALL OF YOUR MONEY BACK FROM THE SUBDIVIDER. YOU MUST GIVE THE SUBDIVIDER NOTICE IN WRITING OF YOUR INTENT TO RESCIND WITHIN THREE DAYS OF YOUR INSPECTION OF THE PROPERTY.

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1. NAME OF SUBDIVISION

SUNBIRD ACRES SUBDIVISION

2. NAME AND ADDRESS OF SUBDIVIDER

- 30 - COMPANY
P.O. BOX 386
2209 N. FLORIDA AVENUE
ALAMOGORDO, NEW MEXICO 88310

3. NAME AND ADDRESS OF PERSON IN CHARGE OF SALES OF LEASING IN
NEW MEXICO

- 30 - COMPANY
P.O. BOX 386
2209 N. FLORIDA AVENUE
ALAMOGORDO, NEW MEXICO 88310

4. FINANCING TERMS

THE FOLLOWING WILL BE DETERMINED AT CLOSING:

(INTEREST)
(TIME PRICE DIFFERENTIAL)
(AMOUNT PAID AS A DISCOUNT)
(SERVICE CHARGE)
(PREMIUM FOR CREDIT LIFE INSURANCE IF IT IS A CONDITION FOR
GIVING CREDIT.)
(CLOSING COST)

5. NAME AND ADDRESS OF HOLDER OF LEGAL TITLE

- 30 - COMPANY
P.O. BOX ~~386~~ 386
2209 N. FLORIDA AVENUE
ALAMOGORDO, NEW MEXICO 88310

6. NAME AND ADDRESS OF PERSON HAVING EQUITABLE TITLE

- 30 - COMPANY
P.O. BOX ~~386~~ 386
2209 N. FLORIDA AVENUE
ALAMOGORDO, NEW MEXICO 88310

7. CONDITION OF TITLE

NO LIENS, MORTGAGES OR CONTRACTS

(NUMBER OF MORTGAGES) NONE

(NAME OF EACH MORTGAGEE) NOT APPLICABLE

(BALANCE OWING ON EACH MORTGAGE) NOT APPLICABLE

(SUMMARY OF THE RELEASE PROVISIONS IN EACH MORTGAGE) NOT APPLICABLE

(NUMBER OF ALL REAL ESTATE CONTRACTS ON THE SUBDIVIDED LAND FOR WHICH THE SUBDIVIDER IS MAKING PAYMENTS AS A PURCHASER) NONE

(NAME OF EACH PERSON HOLDING A REAL ESTATE CONTRACT AS OWNER OF THE SUBDIVIDED LAND FOR WHICH THE SUBDIVIDER IS MAKING PAYMENTS AS A PURCHASER) NONE

(BALANCE OWING ON EACH REAL ESTATE CONTRACT) NOT APPLICABLE

(SUMMARY OF THE RELEASE PROVISIONS IN EACH REAL ESTATE CONTRACT) NOT APPLICABLE

(STATEMENT OF ANY OTHER ENCUMBRANCES ON THE LAND) NONE

(STATEMENT OF ANY OTHER CONDITIONS RELEVANT TO THE STATE OF THE TITLE) NONE

8. ESCROW AGENT

(NAME) NONE ASSIGNED

(ADDRESS) NONE ASSIGNED

(STATEMENT ABOUT WHETHER OR NOT THE SUBDIVIDER HAS ANY INTEREST OR FINANCIAL TIES WITH THE ESCROW AGENT) NOT APPLICABLE

9. WATER USE

THE STATE ENGINEER WILL GRANT A DOMESTIC WELL PERMIT UNDER SEC. 72-12-1 (NMSA 1978) FOR HOUSEHOLD OR OTHER DOMESTIC PURPOSES AND FOR THE IRRIGATION FOR NOT MORE THAN ONE ACRE OF NON-COMMERCIAL TREES, LAWN OR GARDEN. THE PERMIT WILL LIMIT THE WATER DIVERSION TO THREE ACRE-FEET PER ANNUM.

SUBDIVIDER WILL PROVIDE NO WATER, LOT OWNER WILL PROVIDE HIS/HER OWN WATER.

10. AMOUNT OF WATER

SUBDIVIDER MAKES NO REPRESENTATIONS CONCERNING THE AMOUNT OF WATER WHICH MAY BE AVAILABLE.

11. WATER DELIVERY

N/A

12. WATER SYSTEM EXTENSION

N/A

13. LIFE EXPECTANCY OF THE WATER SUPPLY

(SOURCE) UNDERGROUND WATER

(LIFE EXPECTANCY) WHILE UNDERGROUND WATER MAY BE AVAILABLE IN QUANTITIES SUITABLE FOR DOMESTIC CONSUMPTION ON A PERENNIAL BASIS SUBDIVIDER MAKES NO REPRESENTATION OR GUARANTEE AS TO THE AMOUNT OF WATER WHICH MAY BE AVAILABLE.

14. WELLS

NOTE: INDIVIDUAL LOT OWNERS MUST PROVIDE THEIR OWN WELL.

(AVERAGE, MAXIMUM AND MINIMUM DEPTH TO WATER IN THE SUBDIVISION)

ESTIMATED: 200 FEET TO 300 FEET

NOTE: THE SUCCESSFUL COMPLETION OF ANY SPECIFIC WELL CANNOT BE GUARANTEED. DRY HOLES ARE POSSIBLE.

(RECOMMENDED TOTAL DEPTH OF WELL)

75 FT. BELOW STATIC WATER LEVEL

(ESTIMATED YIELD IN GALLONS PER MINUTE OF WELLS COMPLETED TO RECOMMENDED TOTAL DEPTHS)

LESS THAN 10 GPM

(RECOMMENDED PUMP SETTING AND SIZE)

2-1/2 HP AT 50 FT. BELOW STATIC WATER LEVEL

(LITHOLOGICAL CHARACTERISTICS OF FORMATIONS THROUGH WHICH WELLS MAY BE COMPLETED)

ALLUVIUM AND/OR SEDIMENTARY LIMESTONE, SANDSTONE AND SHALE

15. SURFACE WATER

(STATE THE SOURCE AND YIELD OF THE SURFACE WATER SUPPLY)

N/A

16. WATER QUALITY

A WATER QUALITY TEST FROM A NEARBY WELL LOCATED IN BASIN FILL ALLUVIUM INDICATES THAT THE GROUND WATER MEETS NEW MEXICO ENVIRONMENT DIVISION AND COUNTY REQUIREMENTS. *SEE ATTACHED EXHIBITS OF WATER TEST FROM JERRY JOHNSON WELL, LOCATED IN SE 1/4 NE 1/4 OF SEC.31, T.17S., R.10E., ADJOINING SUNBIRD ACRES.

17. LIQUID WASTE DISPOSAL

NMED-APPROVED SEPTIC TANK AND LEACH FIELD ARE PROPOSED.

NOTE: NO LIQUID WASTE DISPOSAL SYSTEM MAY BE USED IN A SUBDIVISION OTHER THAN A SYSTEM APPROVED BY THE NEW MEXICO ENVIRONMENT DEPARTMENT. LOT OWNER IS RESPONSIBLE FOR INFORMING THEMSELVES AS TO NMED REQUIREMENTS.

18. SOLID WASTE DISPOSAL

LOT OWNER IS RESPONSIBLE FOR SOLID WASTE DISPOSAL, PER NEW MEXICO ENVIRONMENT DEPARTMENT REGULATIONS. COLLECTION SERVICE IS AVAILABLE - CONTACT PRIVATE CONTRACTORS, ALAMOGORDO, NEW MEXICO.

19. TERRAIN MANAGEMENT

(DESCRIBED THE SUITABILITY OF THE SOILS IN THE SUBDIVISION FOR RESIDENTIAL USE WHETHER PERMANENT OF SEASONAL)

THE SOIL SURVEY OF OTERO AREA IDENTIFIES THE SOIL AS TONE SILT LOAM, BEING DEEP, WELL-DRAINED SOIL. THE REPORT STATES THAT PARTS OF THIS UNIT ARE FLOODED EACH YEAR. AND ALL AREA RECEIVE THIS SOILS ARE SUITABLE FOR RESIDENTIAL USE, PROVIDED THAT PROPER SITE GRADING AND DRAINAGE, FOUNDATION DESIGN, AND THE EXCLUSION OF WATER FROM THE VICINITY OF AND/OR UNDER THE FOUNDATION ARE ACCOMPLISHED BY THE LOT OWNER. IT WILL BE THE SOLE RESPONSIBILITY OF LOT OWNER TO OBTAIN SITE-SPECIFIC GEOTECHNICAL INVESTIGATIONS TO DETERMINE SITE GRADING AND SITE DRAINAGE REQUIREMENTS, AND FOUNDATION DESIGN.

ADDITIONALLY, IT IS THE SOLE RESPONSIBILITY OF THE LOT OWNER TO PROVIDE FOR THE EXCLUSION OF WATER FROM THE VICINITY OF AND/OR UNDER THE FOUNDATION.

19. TERRAIN MANAGEMENT (CONTINUED)

RUN ON WATER FROM SURROUNDING AREAS; SOIL FORMED CALCAREOUS ALLUVIUM DERIVED FROM LIMESTONE. TYPICALLY, THE SURFACE LAYER IS PALE BROWN SILT LOAM ABOUT 5 INCHES THICK. THE SOIL HAS GENERALLY HIGH POTENTIAL FOR URBAN USES. THE MODERATELY PERMEABILITY OF THE SUB SOIL LIMITS SEPTIC TANK ABSORPTION FIELDS. LARGER THAN NORMAL FIELDS SHOULD BE USED WHERE OFF SITE DISPOSAL IS NOT POSSIBLE.

(GIVE THE LOCATION OF ALL PARCELS WITHIN FLOODWAYS, FLOOD FRINGES, AND FLOOD PLAINS)

NO AREAS OF SPECIAL FLOOD HAZARD ARE IDENTIFIED ON THE OTERO COUNTY FLOOD HAZARD BOUNDARY MAPS, BUT NOTE:

OTERO COUNTY, FLOOD MAPS FOR 1978, ONLY SHOW FLOOD HAZARDS IN PORTIONS OF THE COUNTY. THE AREA THAT SUNBIRD ACRES IS IN WAS SPARSELY POPULATED IN 1978, AND POTENTIAL FLOOD AREAS ARE NOT SHOWN IN THE 1978 FLOOD MAPS. BECAUSE OF POTENTIAL FLOODING IT IS REQUIRED ALL RESIDENTIALS STRUCTURES SHALL BE BUILT AT AN ELEVATION 2 FOOT HIGHER THAN THAT OF THE GROUND AROUND THE STRUCTURE.

(DESCRIBED THE SUBSURFACE DRAINAGE FOR ALL PARCELS)

DOWNWARD THROUGH ALLUVIUM AND/OR UNDERLYING SEDIMENTS.

(DESCRIBED THE SURFACE DRAINAGE FOR ALL PARCELS)

OVERLAND, TO EXISTING ARROYOS.

(DESCRIBE ALL STORM DRAINAGE SYSTEMS INCLUDING THE COMPLETION DATE OF ANY REQUIRED TO BE CONSTRUCTED)

SUBDIVIDER PROPOSED ONLY TO PROVIDE DRAINAGE ASSOCIATED WITH THE CONSTRUCTION OF PASA POR AQUI, NLT. DECEMBER 1, 1998.

IT IS THE RESPONSIBILITY OF LOT OWNER AND/OR HOME BUILDER TO OBTAIN GEOTECHNICAL ENGINEERING SERVICES FOR SITE-SPECIFIC RECOMMENDATIONS REGARDING SITE GRADING AND DRAINAGE. LOT OWNER IS CAUTIONED NOT TO CREATE ANY SITUATION ON THEIR PROPERTY WHICH WOULD SUBJECT ANY IMPROVEMENTS TO FLOODING, INCLUDING THE CONSTRUCTION OF DAMS, PONDS OR OTHER POTENTIAL WATER TRAPS IN THE VICINITY OF ANY BUILDING OF OTHER PERMANENT IMPROVEMENT, WHETHER THE IMPROVEMENT IS LOCATED ON THEIR PROPERTY OR ON ADJACENT PROPERTY. LOT OWNER IS ADVISED TO SET THE FINISHED FLOOR OF ANY BUILDING A MINIMUM OF ONE FOOT ABOVE THE ADJACENT GROUND. AND TO MAINTAIN POSITIVE DRAINAGE AT ALL TIMES AWAY FROM ALL IMPROVEMENTS.

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20. SUBDIVISION ACCESS

(DESCRIBED THE WIDTH AND TYPE OF SURFACING OF ALL
ROADS)

U.S. 54 - PAVED ROAD. FOUR LANE TURNING TO TWO LANE
TAYLOR RANCH ROAD - PAVED. ABOUT 22 FEET WIDE

(GIVE THE DATE ON WHICH ALL ROADS WILL BE COMPLETED)

PASA POR AQUI - GRAVEL & BASE COURSE

(STATE THE DATE ON WHICH ALL ROADS WILL BE SURFACED)

DECEMBER 1, 1998.

SCHEDULE OF COMPLIANCE

-30- COMPANY AGREES TO SATISFY ALL COUNTY REGULATIONS AND REQUIREMENTS CONCERNING THE MATTERS SET OUT BELOW ON THE STATED DATES.

1. WATER QUALITY
N/A
2. WATER SUPPLY
N/A
3. LIQUID WASTE DISPOSAL
N/A
4. SOLID WASTE DISPOSAL
N/A
5. TERRAIN MANAGEMENT
N/A
6. HIGHWAY ACCESS
N/A
7. MISCELLANEOUS
POWER LINES - NLT 12/1/96
PASA POR AQUI - 12/1/96

DATE:

APPROVED:

Robert D. Bishop
OTERO COUNTY BOARD OF COMMISSIONERS

-30- company
by Anthony J. Dennis
SUBDIVIDER *a licensed partner*



**Westtech
Laboratories
Inc.**
The Quality People
Since 1973

10737 Gateway West, No. 100
El Paso, Texas 79915-4906
(915) 592-3591 • fax 392-3594

CLIENT RUIDOSO LAND SURVEYORS
PO BOX 537
RUIDOSO, NM 88045

SAMPLE NO. : 6402821
INVOICE NO.: 62140605
REPORT DATE: 06-22-94
REVIEWED BY: *[Signature]*
PAGE : 1 OF 1

CLIENT SAMPLE ID : well head Jerry Johnson
SAMPLE TYPE: Water
SAMPLED BY: W. Sparks
SUBMITTED BY: Ricky Shane
SAMPLE SOURCE: 5 miles S. Alamogordo NM

AUTHORIZED BY : W. Sparks
CLIENT P.O. : --
SAMPLE DATE ...: 06-16-94
SUBMITTAL DATE : 06-17-94
EXTRACTION DATE: --

Safe Drinking Water Act

D A T A T A B L E

Parameter	Result	Unit	Detection Limit	Analysis Date
Nitrate Nitrogen	1.0	mg/L	0.50	06-17-94
Selenium	<0.010	mg/L	0.010	06-21-94
Mercury	<0.001	mg/L	0.001	06-20-94

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From: SWAT Laboratory
New Mexico State University
Agronomy & Horticulture Department
Box 30003, Department 3Q
Las Cruces, NM 88003-0003

April 12, 1994

To: Ruidoso Land Surveying
2907 1/2 Sudderth Dr.
Ruidoso, NM 88345

257-2818

The following analytical results have been obtained for the indicated sample which was submitted to this laboratory:

Sample I.D.: AA17855 Client Code: JOHNSON
Sample Description: 5 Miles S. of Alamogordo
Sample collector: RICKY SHAIN
Sample collection date: 02/28/94 Time: 08:15
Lab submittal date: 03/01/94 Time: 15:04

Parameter	Result	Units	MDL
Arsenic by standard ICP	Less than	mg/L	0.05
Barium by ICP	.02	mg/L	0.01
Cadmium by ICP	Less than	mg/L	0.005
Chromium by ICP	Less than	mg/L	0.01
Lead by standard ICP	Less than	mg/L	0.05
Selenium by standard ICP	Less than	mg/L	0.05
Silver by ICP	Less than	mg/L	0.02

If there are any questions regarding this data, please call.

Andrew Lee Bristol

Andrew Lee Bristol
Laboratory Manager
(505) 646-4422

	NEW MEXICO STATE UNIVERSITY Soil, Water, & Plant Testing Lab. AGRONOMY & HORT., DEPT. 30 BOX 30003 PHOENIX (505) 646 4422 LAS CRUCES, NEW MEXICO 88003-0003	MICROBIOLOGICAL WATER REPORT	Lab No. 11-11215
Date Received: 2/3/94 Time Received: 10:30			
SAMPLE IDENTIFICATION		LABORATORY TEST RESULTS	
Water Supply System Name JENNY JOHANSON (PRIVATE RESIDENCE)		POTABILITY TEST	
County: BERNALILLO COUNTY NEW MEXICO WSS Code No.			
COLLECTION INFORMATION		Type of Test <input type="checkbox"/> MF <input checked="" type="checkbox"/> MPN	
Date Collected Mo: 02 Year: 94	Time Collected 9:00 AM		
Collection Location 5000 S. C. HILTON DR. LAS CRUCES, NM		Total Coliform <input type="checkbox"/> Present <input checked="" type="checkbox"/> Absent	
Type of System Private Well		Fecal Coliform <input type="checkbox"/> Present <input checked="" type="checkbox"/> Absent	
Check One: <input type="checkbox"/> Community <input type="checkbox"/> Non Community <input checked="" type="checkbox"/> Private Well		Waste Water Fecal ... 100 ML	
Disinfected? <input type="checkbox"/> Yes <input type="checkbox"/> No Residual: _____ mg/L		Other: _____	
TESTING REQUIRED		UNSATISFACTORY SAMPLE	
Check One: <input checked="" type="checkbox"/> Potability - MF <input type="checkbox"/> Fecal - MF <input type="checkbox"/> Potability - MPN <input type="checkbox"/> Fecal - MPN <input type="checkbox"/> Other: _____		If one of the following is checked, please describe: <input type="checkbox"/> Excessive noncoliforms present. Re-sample - repeat MPN method. <input type="checkbox"/> Sample too old. Not received within _____ hours of collection. <input type="checkbox"/> Temperature violation (above 10°C). <input type="checkbox"/> Form incomplete. See circled items. <input type="checkbox"/> Date discrepancy. <input type="checkbox"/> Leaking sample. <input type="checkbox"/> Quantity insufficient for testing. <input type="checkbox"/> Quantity too great to permit agitation. <input type="checkbox"/> Other: _____	
Check One: <input type="checkbox"/> Routine Sample <input checked="" type="checkbox"/> Special Sample <input type="checkbox"/> Repeat Sample <input type="checkbox"/> Monitoring Sample (EID use only)		Analyst: <u>Susan Smith</u> Date reported: <u>2-3-94</u>	
Send Report to the following (Name and Address) WYATT SMITH 3907 1/2 SUGGENTH DRIVE BUNRAIG, NM 88131, 88345 257-2313			

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OTERO COUNTY
SUBDIVIDER'S CONTRACT

THIS AGREEMENT IS BETWEEN -30- COMPANY,
("SUBDIVIDER"), AND THE COUNTY OF OTERO, ("COUNTY").

RECITALS:

A. SUBDIVIDER HAS APPLIED FOR APPROVAL FOR A SUBDIVISION KNOWN AS SUNBIRD ACRES SUBDIVISION. A PLAT OF THIS SUBDIVISION IS INCORPORATED IN THIS AGREEMENT BY REFERENCE.

B. THE OTERO COUNTY SUBDIVISION REGULATIONS (ORD. #37-1) REQUIRES THE SUBDIVIDER TO ENTER INTO A CONTRACT WITH THE COUNTY AGREEING TO ABIDE BY AND COMPLY WITH SUBDIVIDER'S DISCLOSURE STATEMENT, SCHEDULE OF COMPLIANCE AND DRAWINGS, AS FINALLY APPROVED.

C. THE TERMS AND CONDITIONS SET FORTH BELOW ARE AGREEABLE TO THE PARTIES TO COMPLY WITH THE ABOVE ORDINANCE PROVISIONS AS APPLIED TO THIS SUBDIVISION.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SUBDIVIDER HEREBY AGREES TO CONSTRUCT AT HIS OWN EXPENSE, ALL ROADS, INCLUDING BUT NOT LIMITED TO GRADING, DRAINAGE, BASE COURSE, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS NAMED IN THE APPROVED SCHEDULE OF COMPLIANCE, IN THIS SUBDIVISION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE OTERO COUNTY SUBDIVISION REGULATIONS.

2. THE SCHEDULE FOR CONSTRUCTION OF ROADS AND IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE APPROVED SCHEDULE OF COMPLIANCE.

3. UPON COMPLETION OF ANY PHASE OF ROAD CONSTRUCTION, AS CONTAINED IN THE SCHEDULE OF COMPLIANCE, SUBDIVIDER MAY APPLY TO THE BOARD OF COUNTY COMMISSIONERS FOR INSPECTION AND ACCEPTANCE OF SAID ROAD. THE COUNTY WILL INSPECT SAID ROAD, AND UPON COMPLETION OF ANY OUTSTANDING WORK BY SUBDIVIDER, WILL ACCEPT SAID ROAD FOR MAINTENANCE, SUBJECT TO THE PROVISIONS OF PARAGRAPH 4 OF THIS CONTRACT.

4. FOR A PERIOD OF ONE YEAR AFTER COUNTY ACCEPTANCE OF ANY PORTION OF THE CONSTRUCTION, SUBDIVIDER AGREES TO MAKE ALL REPAIRS TO THAT PORTION OF THE CONSTRUCTION WORK AND TO REPLACE ALL DEFECTIVE MATERIAL OR WORKMANSHIP WHICH MAY BECOME APPARENT DURING THAT ONE-YEAR PERIOD.

5. THE COVENANTS UNDER THIS CONTRACT SHALL RUN WITH THE LAND FOR THE TERM OF THE SCHEDULE OF COMPLIANCE TO THE EXTENT OF THE COST OF CONSTRUCTING SUBDIVISION ROADS OR STREETS AND INSTALLING THOSE IMPROVEMENTS SPECIFICALLY STATED IN THE SCHEDULE OF COMPLIANCE, CONFORMING TO THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS AS PROVIDED HEREIN AND IN THE COUNTY'S SUBDIVISION ORDINANCES. NO LIEN SHALL ARISE UNTIL THE SUBDIVIDER IS FORMALLY DECLARED IN DEFAULT AND THE COUNTY HAS INCURRED COSTS OR OTHER OBLIGATIONS TOWARD THE CONSTRUCTION OF REQUIRED IMPROVEMENTS. THE LIEN SHALL INCLUDE INTEREST AT THE LAWFUL RATE UNTIL THE DATE PAYMENT.

THE PROCEDURE FOR THE FORMAL DECLARATION OF DEFAULT SHALL BE AS FOLLOWS:

1) WRITTEN NOTICE TO THE SUBDIVIDER OF THE COMMISSION'S INTENT TO FORMALLY DECLARE THE SUBDIVIDER TO BE IN DEFAULT, DETAILING THE SPECIFIC ALLEGATIONS OF DEFAULT, AND GIVING SUBDIVIDER 15 DAYS WITHIN WHICH TO RESPOND IN WRITING.

2) HEARING BEFORE THE BOARD OF COMMISSIONERS AT WHICH:
A) MATTER IS RESOLVED TO SATISFACTION OF BOTH PARTIES AND CONTRACT IS AMENDED TO REFLECT SAID AGREEMENT.

OR

B) THE SUBDIVIDER IS GRANTED AN EXTENSION OF TIME WITHIN WHICH TO COMPLETE SUBDIVISION IMPROVEMENTS.

OR

C) SUBDIVIDER IS FORMALLY DECLARED IN DEFAULT BY MAJORITY VOTE OF THE BOARD OF COMMISSIONERS.

6. THIS AGREEMENT IS THE ENTIRE AGREEMENT OF THE PARTIES. ANY AMENDMENT OR EXTENSION OF THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL IT IS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

7. THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO, THEIR RESPECTIVE HEIRS, SUCCESSORS, ADMINISTRATORS AND ASSIGNS.

8. IF IT BECOMES NECESSARY FOR THE COUNTY TO ENFORCE THIS AGREEMENT IN COURT, SUBDIVIDER AGREES THAT THE PROPER VENUE FOR ANY SUCH LITIGATION SHALL BE IN OTERO COUNTY, NEW MEXICO.

9. IN THE EVENT OF LITIGATION BETWEEN THE PARTIES TO THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL REASONABLE COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AS DETERMINED BY THE COURT.

WITNESS OUR HANDS AND SEAL THIS 26th DAY OF August, 1994,
BY Allen K. Dockray, Subdivider

BY Allen K. Dockray
Notary Public
My commission expires
August 30, 1996

Bk 786 Pg 283

COUNTY OF OTERO, NEW MEXICO

BY Robert D. Sisk
CHAIRMAN, BOARD OF COMMISSIONERS

ATTEST:

Mary D. Quinter
COUNTY CLERK

STATE OF NEW MEXICO)

)SS.

COUNTY OF OTERO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 27th DAY OF June, 1994, BY CHAIRMAN, BOARD OF COMMISSIONERS, OTERO COUNTY, OF NEW MEXICO.

Stephanie J. Browning
NOTARY PUBLIC

MY COMMISSION EXPIRES:

9-3-95



OFFICIAL SEAL

STEPHANIE J. BROWNING

NOTARY PUBLIC - STATE OF NEW MEXICO

My Commission Expires 9-3-95

RESTRICTIVE COVENANT
FOR
SUNEIRD ACRES SUBDIVISION

THE PROPERTY IS SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANTS,
AND GRANTEEES BY SIGNING THE DEED IN THE SPACE PROVIDED BELOW
HEREBY ACCEPTS AND ACKNOWLEDGES THESE RESTRICTIVE COVENANTS TO
WIT:

1. THE PROPERTY SHALL BE USED FOR SINGLE FAMILY RESIDENTIAL PURPOSE ONLY.
2. MOBILE HOME, PREFABRICATED BUILDINGS, PARK MODELS, MOTOR HOMES, TRAVEL TRAILERS, FIFTH-WHEEL TRAVEL TRAILERS SHALL BE ALLOWED ON THE PROPERTY AS LIVING QUARTERS ONLY FOR TEMPORARY PERIODS AND PROVIDED THEY ARE PROPERLY HOOKED-UP TO SEPTIC TANKS, ELECTRICITY AND, WHERE APPROPRIATE, SKIRTED AND OTHERWISE MAINTAINED IN A CLEAN AND ATTRACTIVE FASHION AND WITH WRITTEN CONSENT OF GRANTOR. TEMPORARY IS DEFINED AS LESS THAN ONE (1) YEAR.
3. IF ANY OF THE ITEMS DESCRIBED IN PARAGRAPH 2 ARE TO BE ON THE PROPERTY FOR A PERIOD ONE (1) YEAR OR LONGER WRITTEN PERMISSION MUST BE OBTAINED FROM GRANTOR, ITS SUCCESSORS OR ASSIGNS AND GRANTOR MAY PLACE SUCH REASONABLE REQUIREMENTS AS ARE NECESSARY TO INSURE THE ITEMS ARE PROPERLY INSTALLED TO UTILITIES, SKIRTED WHERE APPROPRIATE AND OTHERWISE MADE TO APPEAR ATTRACTIVE AND ORDERLY.
4. THERE SHALL BE NO MORE THAN ONE SINGLE FAMILY DWELLING PER (5) FIVE ACRES.
5. NO DWELLING SHALL BE CONSTRUCTED ON THE PARCEL WITH A FULLY ENCLOSED FLOOR AREA OF LESS THAN 1000 SQUARE FEET EXCLUSIVE OF GARAGES, CARPORTS, OPEN PORCHES.

6. NO OUTDOOR-TYPE TOILET SHALL BE ERECTED OR MAINTAINED ON THE PARCEL EXCEPT BY PRIOR WRITTEN APPROVAL OF THE GRANTOR AS MAY BE REQUIRED DURING ACTUAL PERIOD OF CONSTRUCTION.
7. ALL BUILDINGS CONSTRUCTED OR MOVED ON TO PARCEL SHALL BE OF STANDARD CONSTRUCTION AND NO OLD OR SECONDHAND BUILDING SHALL BE MOVED ON ANY PARCEL UNLESS THE SAME BE IN CONFORMANCE WITH THE SAME STANDARDS AS THOSE REQUIRED BY THE COUNTY BUILDING CODES, AND BY THE PLUMBING, ELECTRICAL, AND OTHER SAFETY CODES RELATING TO SINGLE FAMILY RESIDENTIAL DWELLINGS OF COUNTY OF OTERO AND THE STATE OF NEW MEXICO.
8. NO COMMERCIAL ACTIVITY SHALL BE CONDUCTED ON ANY PARCEL OTHER THAN OCCUPATIONS OF OR PROFESSIONS CONDUCTED BY A MEMBER OR MEMBERS OF A FAMILY RESIDING UPON THE PROPERTY WHEN SUCH ACTIVITIES ARE NOT A NUISANCE OR ANNOYANCE TO THE NEIGHBORHOOD AND PROVIDED NO ELECTRICAL OR MECHANICAL EQUIPMENT, MACHINERY, MATERIALS ARE USED IN A MANNER TO CREATE A NUISANCE OR DISTURBANCE TO THE NEIGHBORHOOD.
9. PARCELS MAY BE RE-SUBDIVIDED BUT ~~NOW~~ CAN BE LESS THAN (5) FIVE ACRES IN SIZE PLUS OR MINUS 5%. ANY SUCH PARCEL IS BOUND BY ALL OF THE RESTRICTIONS AND COVENANTS CONTAINED HEREIN. ANY PARCEL SOLD MUST HAVE ROAD AND UTILITY EASEMENT PROVIDED.
10. NO BUILDINGS OR OTHER CONSTRUCTION, EXCEPT FENCES SHALL BE ERECTED OR PLACED UPON ANY PARCEL SO THAT ANY PART OF IT SHALL BE SITUATED CLOSER THAN FIFTY (50) FEET TO A FRONT PROPERTY LINE, OR FIFTY (50) FEET FROM SIDE PROPERTY LINES AND IN REGARD TO CORNER PARCELS CLOSER THAN 50 FEET TO ANY SIDE STREET.
11. NO OBNOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON PARCEL NOR SHALL ANYTHING BE DONE ON PARCEL WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
12. NO GARBAGE, REFUSE, JUNK, TRASH, HAZARDOUS, OBNOXIOUS OR OFFENSIVE MATERIAL SHALL BE PERMITTED TO ACCUMULATE OR BE BURIED ON PARCEL AND THE OWNER OR OWNERS OF PARCEL SHALL CAUSE THE SAME TO BE DISPOSED OF BY AND IN ACCORDANCE WITH ACCEPTED SANITARY PRACTICES AND IN ACCORDANCE WITH THE REGULATIONS OF THE STATE OF NEW MEXICO AND ANY OF ITS SUBDIVISIONS.

13. NO VEHICLES MAY BE STORED ON THE PARCEL WHICH ARE NOT GARAGED AND NO INOPERABLE EQUIPMENT OR MOTOR VEHICLE MAY BE KEPT ON THE PROPERTY UNLESS THE MOTOR VEHICLE OR EQUIPMENT IS GARAGED AND OUT OF SIGHT.
14. NO SWINE SHALL BE MAINTAINED ON SAID PARCEL NOR ANY FEED LOT OPERATION NOR COMMERCIAL KENNEL, NOR CAGED FOWL OR POULTRY OPERATOR MAY BE MAINTAINED OR KEPT ON SAID PROPERTY, EXCEPT THAT POULTRY MAY BE RAISED FOR PERSONAL FOOD. NO MORE THAN ONE LARGE ANIMAL PER TWO FULL ACRES SHALL BE KEPT ON THE PROPERTY. ALL SUCH ANIMALS SHALL BE PINNED. NO BARN, SHED, OR CORRAL OR OTHER SHELTER, PEN OR FENCE FOR ANY LIVESTOCK OR ANY OTHER TYPE OF ANIMAL SHALL BE ERECTED OR MAINTAINED CLOSER THAN 50 (FIFTY) FEET TO ANY BOUNDARY LINE OF ANY PROPERTY OR ROAD OR EASEMENT.
15. NO WORK OR EXPLORATION FOR ANY MINERALS, OR MINING OF ANY MINERALS OR QUARRYING OF ANY ROCK MINERALS, SOIL, OR MATERIAL OF ANY NATURE SHALL BE CONDUCTED ON ANY PARCEL 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 SITES, THE CONSTRUCTION OF DWELLING AND OR SWIMMING POOLS, AND THE GRADING OF ROADS AND STREET. OIL AND GAS EXPLORATION EXCEPTED.
16. NO SIGNS OF ANY CHARACTER SHALL BE PERMITTED TO BE PLACED OR MAINTAINED ON ANY PARCEL EXCEPT A SIGN NOT LARGER THAN 8 SQUARE FEET SETTING FORTH THE NAME OF THE OWNER OR OCCUPANT OF PARCEL. EXCEPT THAT A FOR SALE OR FOR LEASE SIGN MAY BE PLACED ON THE PARCEL FOR A PERIOD OF NOT MORE THAN SIX (6) MONTHS. EXCEPT THAT PROPERTY PROTECTION SIGNS SUCH AS "NO TRESPASSING", "KEEP OUT" TYPE SIGNS MAY BE PLACED ON PROPERTY. ALL OTHER SIGNS ARE PROHIBITED.
17. NO DRIVEWAY ENTRANCES FROM THE ACCESS ROAD SHALL BE CONSTRUCTED AGAINST OR ACROSS DRAINAGE EASEMENTS OR DRAINAGE DITCHES IN SUCH A MANNER AS TO IN ANY WAY RESTRICT THE FLOW OF WATER THROUGH SUCH DRAINAGE EASEMENTS. ALL DRIVEWAY ENTRANCES SHALL HAVE DRAINAGE PIPES INSTALLED IN THE BAR DITCH IN SUCH A WAY AS TO NOT RESTRICT THE FLOW OF WATER. PARCEL OWNER IS RESPONSIBLE FOR KEEPING THESE CULVERTS AND DRIVEWAYS IN GOOD REPAIR.

18. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED AND ALL PERSONS CLAIMING UNDER IT, THEIR HEIRS, SUCCESSORS, AND ASSIGNS, FOR A PERIOD OF 15 (FIFTEEN) YEARS FROM THE DATE THESE RESTRICTIVE COVENANTS ARE RECORDED, AFTER WHICH TIME SAID RESTRICTIVE COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF FIFTEEN (15) YEARS UNLESS AN INSTRUMENT SIGNED BY 2/3 (TWO-THIRDS) OF THE OWNERS OF THE LOTS HAS BEEN RECORDED AGREEING TO CHANGE SAID RESTRICTIONS IN WHOLE OR PART OR RELEASING ANY PORTION OF THE PROPERTY FROM ANY ONE OR MORE, OR ALL, OF SAID RESTRICTIVE COVENANTS. IF ANY PARCEL IS SPLIT, ALL BUYERS ARE BOUND BY THESE RESTRICTIVE COVENANTS.
19. ALL OF THE RESTRICTIVE COVENANTS CONTAINED HEREIN ARE FOR THE BENEFIT OF THE PARCEL(S) AND ALL OF THE OWNERS OF THE DIVIDED PARCEL(S), AND IF THE UNDERSIGNED OWNER OR ANY OF ITS ASSIGNS, OR SUCCESSORS IN INTEREST SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF SUCH RESTRICTIVE COVENANTS, THEN IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING THE PARCEL(S) TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY TO RECOVER DAMAGES OR TO ENJOIN SUCH ACT AND TO HAVE ANY AND ALL FURTHER LEGAL AND EQUITABLE RELIEF. THE WORD "PERSON" AS USED HEREIN MEANS ANY INDIVIDUAL, PARTNERSHIP, FIRM, COMPANY, TRUST, ASSOCIATION, CORPORATION, OR OTHER ENTITY OF WHATSOEVER NATURE.
20. INVALIDATION OF ANY ONE OF THESE COVENANTS SHALL IN NO WAY EFFECT ANY OF THE OTHER PROVISIONS HEREOF, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

21. NO PORTION OF ANY TRACT WITHIN THIS SUBDIVISION MAY BE USED AS A ROADWAY OR EASEMENT FOR INGRESS AND EGRESS TO LANDS OUTSIDE OF THIS SUBDIVISION WITHOUT THE WRITTEN PERMISSION OF THE ORIGINAL DEVELOPERS OR THEIR HEIRS.
22. ALL RESIDENTIAL STRUCTURES SHALL BE BUILT WITH A FINISH FLOOR ELEVATION 2 FOOT HIGHER THAN THAT OF THE GROUND AROUND THE STRUCTURES.
23. PROPERTY OWNER SHALL EXCLUDE WATER FROM THE VICINITY OF AND OR UNDER RESIDENTIAL FOUNDATION AS MUCH AS POSSIBLE. THIS MAY BE ACCOMPLISHED BY CONCRETE WALKS ADJOINING STRUCTURE, PROPER DRAINAGE, EAVES AND ROOF GUTTERS, AND ELIMINATING VEGETATION ADJACENT TO EXTERIOR WALL OF STRUCTURE.

Bk 786 Pg 289

STATE OF NEW MEXICO, COUNTY OF OTERO, SS, I HEREBY CERTIFY THAT
THIS INSTRUMENT WAS FILED FOR RECORD ON
THE 29 DAY OF August, 1994, AT 12:05 O'CLOCK P.M.,
AND DULY RECORDED IN BOOK 786, PAGE 289-289, OF THE RECORDS OF
SAID COUNTY, M. J. Quintana
COURT CLERK

BY: *Kim Chang*
DEPUTY

RECEPTION NO. 9682