

Covenant Amendment Organizers, and
Timberon Unit T-III Lot Owners
Timberon, New Mexico

I have tabulated ballots concerning the proposal to amend, delete, and add to the provisions of current restrictive covenant paragraphs D, F, G, and H. The ballots were delivered unopened to me by the U.S. Postal service either at my business post office box or street address. The results of my tabulation were as follows:

From a list provided to me of property owners representing the ownership of 265 lots, the results were:

Lot owners voting FOR the proposed amendment	145
Lot owners voting AGAINST the proposed amendment	9
Invalid or improperly executed ballots	8
Listed lot owners not responding	<u>103</u>
	<u>265</u>

The invalid ballots, which numbered five, were considered to be those with property owner names which did not appear on the original list provided to me by the Amendment Organizers. While I took the technical position that these ballots were deemed to be invalid, the owners may, in fact, have been valid, and therefore eligible to vote. I did not ascertain eligibility, however. Improperly executed ballots, which numbered three, were signed ballots which denoted neither For nor Against the Amendments. There were originally ten such unmarked ballots, all of which were remailed to the lot owners with instructions to properly execute, and resign the ballot. Eight of the remailed ballots were returned properly executed; however, one failed to resign the ballot, and remained in the improperly executed count. One returned ballot did not mark For or Against the Amendment; however, the lot owner wrote a large, circled Yes above their signature. This particular ballot was treated as a For the amendment vote.

My services were limited to the comparison of returned ballots with the list of lot owners provided to me, the opening and tabulation of ballots, and the rendition of this report detailing the results of the balloting tabulation. I neither prepared nor mailed the original ballots, nor performed any other services in connection with the balloting process.

Bk 724 Pg 280

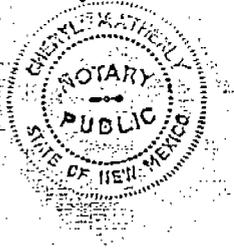
Covenant Amendment Organizers, and
Timberon Unit T-III Lot Owners
Page Two

The results of the tabulation were discussed with Mr. and Mrs. Harry West in the presence of an impartial third-party, Mr. George Cutter, at approximately 10:00am, April 17, 1992. Any further ballots received after this time shall be accumulated unopened at my office. Any parties of interest may review the results of the balloting tabulation at my office by prearranged appointment.

Art B. Davis

Alamogordo, New Mexico
April 17, 1992

Cheyl Mathealy
My Commission Expires 11/24/95



CURRENT RESTRICTIVE COVENANTS, UNIT T-III

D.

No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be erected or permitted to remain. Contractors may use a temporary building during the course of construction.

F.

No old or second-hand buildings shall be moved on any lot in the Subdivision (Unit III) without the approval of the Architectural Control Committee of Timberon Subdivision, and no second hand materials shall be used in the construction of any building thereon. No residence of any kind of what is commonly known as "boxed" or "sheet metal" construction shall be built in said Subdivision unless the same shall be covered upon all its outside walls with stucco, brick, stone or other veneer material.

G.

No building or fence shall be erected on any lot until plans and specifications and plot plan have been approved by the Architectural Control Committee of Timberon Subdivision. In no case shall barbed wire or chicken wire be used as fencing material.

H.

The Architectural Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or its designated representatives, fails, within thirty (30) days after plans and specifications have been submitted to it, to approve or disapprove same, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, written approval will not be required, and the related covenants shall be deemed to have been fully complied with.

This is not a part of the covenants, but an explanation as to why these covenants must be changed. There is no longer an Architectural Control Committee; therefore, we must have some restrictions for the protection of the property owners in this unit.

PLEASE VOTE YES ON THE ENCLOSED BALLOT!

Proposed changes in Restrictive Covenants

D.

No tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be erected or permitted to remain. Contractors may use a temporary building during the course of construction.

Double wide mobile homes may be used as a permanent residence provided they have a minimum width of 20 feet when joined together, constructed by the same manufacturer and meeting the requirements of the National Mobile Home Construction and Safety Standards Act. Building would be on a permanent foundation, with a pitched roof and a minimum overhang of 8 inches. Each unit must be skirted within 180 days after setting.

F.

No old or second hand buildings shall be moved on any lot in the Subdivision (Unit III) until plans are available for review by other property owners or a committee. No second hand materials shall be used in the construction of any building thereon. No residence of any kind of what is commonly known as "boxed" or "Sheet metal" construction shall be built in said Subdivision unless the same shall be covered upon all its outside walls with stucco, brick, stone or other veneer material.

G.

No building or fence shall be erected on any lot until plans are drawn and are available for review by other property owners or committee. In no case shall barbed wire or chicken wire be used as fencing material.

H.

Delete.

L.

Live trees having a diameter of eight (8) inches or more may not be removed without review and consent of other property owners or committee.

STATE OF NEW MEXICO, County of Otero, ss. Filed for record in my office this 21
April 1992 at 3:00 o'clock P.M. and duly recorded in Book 724
279 of the Records of said county. Clara J. Wilson Deputy
282 County Clerk / Deputy

3494