

87/439-440

FOURTH ADDITION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RANCHO RUIDOSO VALLEY ESTATES

THIS Fourth Addition to the Declaration of Covenants, Conditions and Restrictions of Rancho Ruidoso Valley Estates is made this the 9th day of August, 1983, by the STANTON CORPORATION, a Texas corporation of 4171 North Mesa Ave., B-206, El Paso, Texas (hereinafter referred to as "Declarant"), as owner and developer of certain real property situated in Lincoln County, New Mexico (hereinafter referred to as the "Property"), to-wit:

RANCHO RUIDOSO VALLEY ESTATES, a Subdivision of Lincoln County, New Mexico, according to the Plat thereof on file and recorded in Plat Cabinet D, Slides 99 through 103, both inclusive, of said Records of Lincoln County, New Mexico

WHEREAS, Declarant has executed and filed the following instruments affecting said property (hereinafter referred to collectively as the "Declarations"), to-wit:

- (a) Declaration of Covenants, Conditions and Restrictions of Rancho Ruidoso Valley Estates, filed of record on January 15, 1982, in Book 76, Pages 880 through 882, both inclusive, of the Miscellaneous Records in the Office of the County Clerk of Lincoln County, New Mexico,
- (b) Addition to Declaration of Covenants, Conditions and Restrictions of Rancho Ruidoso Valley Estates, filed of record on February 4, 1982, in Book 76, Pages 880 through 882, both inclusive, of the Miscellaneous Records in the Office of the County Clerk of Lincoln County, New Mexico.
- (c) Second Addition to Declaration of Covenants, Conditions and Restrictions of Rancho Ruidoso Valley Estates, filed of record on September 8, 1982, in Book 81, Pages 419 through 422, both inclusive, of the Miscellaneous Records in the Office of the County Clerk of Lincoln County, New Mexico.
- (d) Third Addition to Declaration of Covenants, Conditions and Restrictions of Rancho Ruidoso Valley Estates, filed of record on April 19, 1983 in Book 85, Pages 408 through 409, both inclusive, of the Miscellaneous Records in the Office of the County Clerk of Lincoln County, New Mexico.

WHEREAS, Declarant desires to modify and correct said Declarations for its benefit, the benefit of the subsequent owners of the Property, and for the benefit of owners of land adjoining the Property;

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CERTIFICATE
This is a true and correct copy of the original as the same appears in the public records of Lincoln County, New Mexico.
County Clerk
Fabric M. Cheljos

NOW, THEREFORE, and in accordance with the provisions of Paragraph 11 of said Declaration permitting amendments thereof in certain circumstances, Declarant does hereby correct, modify and amend said Declarations as follows:

1. Paragraph 1 is hereby amended by the deletion of Subparagraph 1(n) and the following new Subparagraph 1(n) is hereby added in its place:

The keeping of any animals, other than domesticated dogs, cats, or other such household pets, upon any lot within the subdivision is prohibited and the keeping of such domesticated animals shall be subject to reasonable regulations to be made by the Owner's Committee. Domestic animals shall be kept at all times within animal proof fencing or under leash or other restraint. Exterior fencing may be installed in common with adjoining property owners. Every owner shall install a culvert of not less than 18 inches in diameter in the bar ditch at their driveway entrance for drainage purposes.

IN WITNESS WHEREOF, the Declarant executes this instrument on the day and date first above written, to be construed hereafter as a part of and under the same terms and conditions as the Declarations.

STANTON CORPORATION

By: Gene Duvall

Gene Duvall, President

WITNESSES:

Martha M Garcia
Secretary

THE STATE OF TEXAS

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this the 9th day of August, 1983, by Gene Duvall, President of STANTON CORPORATION, on behalf of said Corporation.

Martha M Garcia
Notary Public in and for
El Paso County, Texas

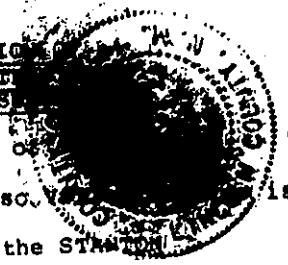
My Commission Expires:

- 2 -

440

NOTARY PUBLIC STATE OF TEXAS
My Commission Expires: 12/31/84
Martha M Garcia

THIRD ADDITION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RANCHO RUIDOSO VALLEY ESTATES



THIS THIRD ADDITION to the Declaration of Conditions and Restrictions of Rancho Ruidoso, is made this the 24 day of April, 1983, by the STRATTON CORPORATION, a Texas corporation of 4171 North Mesa Ave., B-206, El Paso, Texas, (hereinafter referred to as "Declarant"), as owner and developer of certain real property situated in Lincoln County, New Mexico (hereinafter referred to as the "Property"), to-wit:

RANCHO RUIDOSO VALLEY ESTATES, a Subdivision of Lincoln County, New Mexico, according to the Plat thereof on file and recorded in Plat Cabinet D, Slides 99 through 103, both inclusive, of said Records of Lincoln County, New Mexico

WHEREAS, Declarant has executed and filed the following instruments affecting said property (hereinafter referred to collectively as the "Declarations"), to-wit:

- (a) Declaration of Covenants, Conditions and Restrictions of Rancho Ruidoso Valley Estates, filed of record on January 15, 1982, in Book 76, Pages 300 through 307, both inclusive, of the Miscellaneous Records in the Office of the county, Clerk of Lincoln County, New Mexico.
- (b) Addition to Declaration of Covenants, Conditions and Restrictions of Rancho Ruidoso Valley Estates, filed of record on February 4, 1982, in Book 76, Pages 880 through 882, both inclusive, of the Miscellaneous Records in the Office of the County Clerk of Lincoln County, New Mexico.
- (c) Second Addition to Declaration of Covenants, Conditions, and Restrictions of Rancho Ruidoso Valley Estates, filed of record on September 8, 1982, in Book 81, Pages 419 through 422, both inclusive, of the Miscellaneous Records in the Office of the County Clerk of Lincoln County, New Mexico.

WHEREAS, Declarant desires to modify and correct said Declarations for its benefit, the benefit of the subsequent owners of the Property, and for the benefit of owners of land adjoining the Property;

NOW, THEREFORE, and in accordance with the provisions of Paragraph 11 of said Declaration permitting amendments thereof in certain circumstances, Declarant does hereby correct, modify and amend said Declarations as follows:

1. Paragraph 1 is hereby amended by the deletion of Subparagraph 1(d) and the following new Subparagraph 1(d) is hereby added in its place:

"1(d) All residences erected on said lots shall have a minimum floor area, exclusive of porches, carports and garages, of not less than 1,000 square feet, providing further that the exterior of any dwelling shall be completed within one year from commencement thereof, Acts of God excepted. All buildings shall be of all new first-class construction and no used or secondhand buildings shall be moved into said Residential Area, nor shall any unpainted tin or other metal be used for construction of any out-building."

IN WITNESS WHEREOF, the Declarant executes this instrument on the day and date first above written, to be construed hereafter as a part of and under the same terms and conditions as the Declarations.

STANTON CORPORATION

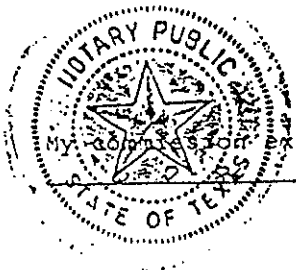
By: *Gene Duvall*
Gene Duvall, President

ATTEST:

[Signature]
Secretary

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

19 The foregoing instrument was acknowledged before me this the day of April, 1983, by Gene Duvall, President of STANTON CORPORATION, on behalf of said Corporation.



Maria O. Flores
Notary Public in and for
El Paso County, Texas

My commission expires: _____

Upon Filing Return To:

Paul O. Sergeant, Jr., Esq.
HARDIE, HALLMARK, WHITE,
SERGENT & HARDIE
1300 El Paso National Bank Bldg.
El Paso, Texas 79901

SECOND ADDITION TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF RANCHO RUIDOSO VALLEY ESTATES

THIS SECOND ADDITION to the Declaration of Covenants, Conditions and Restrictions of Rancho Ruidoso Valley Estates is made this 9th day of September, 1982, by the STANTON CORPORATION, a Texas corporation of 4171 North Mesa, B-206, El Paso, Texas, (hereinafter referred to as "Declarant"), as owner and developer of certain real property situated in Lincoln County, New Mexico, that is more particularly described and set forth in Exhibit "A" attached hereto and made a part hereof by reference (hereinafter referred to as the "Property").

WHEREAS, Declarant executed on the 15th day of January, 1982, a Declaration of Covenants, Conditions, and Restrictions of Rancho Ruidoso Valley Estates which was filed for record in the Clerk's office of the County of Lincoln, the State of New Mexico on the 15th day of January, A.D., 1982 at 4:03 o'clock and recorded in Book 76 of the Miscellaneous Records at pages 300-307 under #73153; and an Addition to Declaration of Covenants, Conditions and Restrictions of Rancho Ruidoso Valley Estates, executed February 1, 1982 and filed for record in Book 76, Pages 880 through 882 of the Miscellaneous Records of Lincoln County, New Mexico (hereinafter referred to jointly as the "Declarations"); and

WHEREAS, Declarant desires to modify said Declarations and to place supplemental restrictive covenants upon the Property and for the benefit of owners of land adjoining the Property;

NOW, THEREFORE, and in accordance with the provisions of Paragraph 11 of said Declarations permitting amendment thereof in certain circumstances, Declarant does hereby modify, amend and supplement said Declarations and does hereby subject said real property, together with the additional property hereby dedicated, to the covenants, conditions, restrictions, reservations and easements herein declared, to be construed as a part of and under the same terms and conditions as the Declarations, except as hereby amended.

1. In addition to the real property described in Exhibit "A", Declarant does hereby submit and dedicate the real property described in Exhibit "B", which is attached hereto and made a part hereof for all purposes by this reference, and make said property subject to the covenants, conditions, restrictions, reservations and easements declared herein and in the Declarations.

2. Paragraph 1 is hereby amended by the deletion of Subparagraph 1(i) and the following new Subparagraph 1(i) is hereby added in its place:

1(i) Individual water wells, water storage tanks, or similar devices, may not be constructed in or upon any lot. Upon commencement of construction of any improvements upon a lot, it shall be incumbent upon the lot owner to make connection to the water line installed in the street or easement abutting the lot and to make use of the same to the exclusion of any other water source.

3. Paragraph 1 is hereby further amended by the addition of the following new Subparagraphs 1(r) through 1(s), to-wit:

1(r) No septic or other individual liquid waste or sewerage disposal system may be constructed or placed upon any lot (except for temporary portable toilets during construction of improvements). Upon commencement of construction of any improvements upon a lot, it shall be incumbent upon the lot owner to make connection to the sewer line installed in the street or easement abutting the lot and to make use of the same to the exclusion of any other liquid waste or sewerage disposal system.

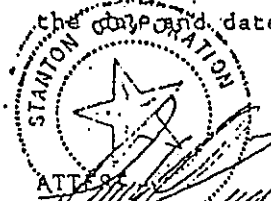
1(s) No fencing or other improvements or planting shall be allowed within, upon or over any easement or bridal path, as designated on the Plat.

4. Paragraph 2 is hereby amended by the addition of the following new Subparagraphs: 2(a) and 2(b), to-wit:

2(a) The Declarant, or the lot owners, may form a non-profit owners association, or corporation to assume or assist in the administration of the duties of the Owner's Committee hereunder, and in such event, such entity and its Board of Directors or similar governing body shall, for all purposes, be deemed to be the Owner's Committee herein provided for.

2(b) Should such non-profit owners association or corporation be formed, each lot owner shall be a member thereof and shall be subject to the by-laws or similar rules and regulations governing such entity. Membership in such entity may not be held or conveyed separately from ownership of a lot.

IN WITNESS WHEREOF, the Declarant executes this instrument on the 10th day and date first above written.



STANTON CORPORATION

By: [Signature]

ATTEST: [Signature]

THE STATE OF TEXAS }
COUNTY OF EL PASO }

The foregoing instrument was acknowledged before me this the 10th day of October, 1982 by GENE DUVALL, President of STANTON CORPORATION, on behalf of said corporation.



[Signature]
Notary Public in and for
El Paso County, Texas

EXHIBIT "A"
TO SECOND ADDITION TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF RANCHO RUIDOSO VALLEY ESTATES

The North Half of the Southeast Quarter, the North Half of the South Half of the Southeast Quarter, and the North Half of the South Half of the South Half of the Southeast Quarter, of Section 20, Township 10 South, Range 14 East, N.M.P.M., Lincoln County, New Mexico; and the South Half of the North Half of the Southwest Quarter, the South Half of the North Half of the North Half of the Southwest Quarter, the North Half of the North Half of the South Half of the Southwest Quarter, the South Half of the North Half of the Southeast Quarter, the South Half of the North Half of the North Half of the Southeast Quarter, and the North Half of the South Half of the Southeast Quarter, of Section 21, Township 10 South, Range 14 East, N.M.P.M., Lincoln County, New Mexico, more particularly described by metes and bounds as follows, to-wit:

STARTING AT THE SOUTHEAST CORNER OF SAID SECTION 21 AND GOING N 00° 45' 02" W ALONG THE EAST LINE OF SAID SECTION 21 A DISTANCE OF 648.87 FEET TO THE PLACE OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE S 89° 32' 40" W A DISTANCE OF 2592.13 FEET; THENCE N 01° 14' 59" W A DISTANCE OF 311.21 FEET; THENCE S 86° 29' 01" W A DISTANCE OF 2467.16 FEET TO THE SECTION LINE COMMON TO SAID SECTIONS 20 & 21; THENCE S 00° 43' 02" E ALONG SAID SECTION LINE A DISTANCE OF 645.19 FEET; THENCE N 89° 44' 37" W A DISTANCE OF 2634.44 FEET; THENCE N 00° 48' 40" W A DISTANCE OF 2273.06 FEET; THENCE S 89° 25' 19" E A DISTANCE OF 2638.46 FEET TO THE ONE QUARTER CORNER COMMON TO SAID SECTIONS 20 AND 21; THENCE S 00° 43' 02" E ALONG THE SECTION LINE COMMON TO SAID SECTIONS 20 AND 21 A DISTANCE OF 322.60 FEET; THENCE N 87° 32' 03" E A DISTANCE OF 2453.79 FEET; THENCE N 88° 05' 17" E A DISTANCE OF 2606.19 FEET TO THE EAST LINE OF SAID SECTION 21; THENCE S 00° 45' 02" E ALONG SAID SECTION LINE A DISTANCE OF 1622.16 FEET TO THE SAID PLACE OF BEGINNING, AND CONTAINING 303.459 ACRES, MORE OR LESS.

EXHIBIT "B"
TO SECOND ADDITION TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF RANCHO RUIDOSO VALLEY ESTATES

A tract of land situate north of Ruidoso, Lincoln County, New Mexico in the SE 1/4 of Section 21, T.10S., R.14E., NMPM of the USGLO Surveys and being more particularly described as follows, to-wit:

BEGINNING at a nail set on the east section line on the aforesaid Section 21 for the Southeast Corner of the tract herein described, whence a USGLO brass cap found for the Southeast Corner of Section 21 bears S 0° 44' 5" E a distance of 534.42 feet;

THENCE FROM THE POINT OF BEGINNING leaving the section line West 581.86 feet to a point of curvature;

THENCE along the arc of a curve to the left having a radius of 1277.30 feet, an arc length of 522.12 feet, through a central angle of 23° 25' 15" and whose long chord bears N 78° 17' 23" W a distance 518.50 feet to the most westerly corner of the tract herein described;

THENCE N 89° 33' 27" E 1088.13 feet to a 5/8 inch rebar set on the aforesaid section line for the Northeast Corner of the tract herein described;

THENCE S 0° 44' 15" E 113.65 feet to the point of beginning, containing 2.3338 acres of land more or less.



STATE OF NEW MEXICO }
County of Lincoln }
Filed for record in the Clerks office
the 8th day of September
A. D. 19 82 at 3:59 o'clock P. M.
and recorded in Book 81
of Records on page 419-422
Jane McSwane
County Clerk
by *Carey Ann Jones*
Rec. #77698 Fee \$6.00

ADDITION TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF RANCHO RUIDOSO VALLEY ESTATES

THIS ADDITION to the Declaration of Covenants, Conditions and Restrictions of Rancho Ruidoso Valley Estates is made this 14th day of February, 1982, by the STANTON CORPORATION, a Texas corporation of 4171 N. Mesa, E-206, El Paso, Texas, (hereinafter referred to as "Declarant"), as owner and developer of certain real property situated in Lincoln County, New Mexico, that is more particularly described and set forth in Exhibit "A" attached hereto and made a part hereof by reference (hereinafter referred to as the "Property").

WHEREAS, Declarant executed on the 15th day of January, 1982, a Declaration of Covenants, Conditions, and Restrictions of Rancho Ruidoso Valley Estates which was filed for record in the Clerk's office of the County of Lincoln, the State of New Mexico on the 15 day of January, A.D., 1982 at 4:03 o'clock and recorded in Book 76 of the Miscellaneous Records at pages 300-307 under #73153; and

WHEREAS, Declarant desires to place a supplemental restrictive covenant upon the Property for its benefit, the benefit of subsequent owners of the Property and for the benefit of owners of land adjoining the Property;

NOW THEREFORE, it is declared that the following paragraph 1.(q) is added to the foregoing Declaration of Covenants, Conditions, and Restrictions, such paragraph 1.(q) to be construed as part of and under the same terms and conditions as the restrictions and covenants contained in the above described Declaration of Covenants, Conditions, and Restrictions of Rancho Ruidoso Valley Estates filed on January 15, 1982:

1. (q) All utilities, including those for electricity, placed upon any lot in this subdivision shall be placed underground, and, in addition, all utilities shall be placed and maintained in accordance with the requirements of all local governmental authorities.

MS 76/880-882

880

IN WITNESS WHEREOF, the Declarant executes this instrument on the day and date first above written.

STANTON CORPORATION

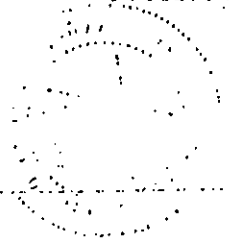
By *O. Gene Duvall*
O. Gene Duvall, President

ATTEST:

Paul O. Sergeant, Jr.
Paul O. Sergeant, Jr., Secretary

THE STATE OF TEXAS
COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this the 1st day of February, 1982, by O. GENE DUVALL, President of STANTON CORPORATION, on behalf of said corporation.



[Signature]
Notary Public in and for
El Paso County, Texas

My commission expires 12-22-84

EXHIBIT "A"

TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF RANCHO RUIDOSO VALLEY ESTATES.

Property Description

The North Half of the Southeast Quarter, the North Half of the South Half of the Southeast Quarter, and the North Half of the South Half of the South Half of the Southeast Quarter, of Section 20, Township 10 South, Range 14 East, N.M.P.M., Lincoln County, New Mexico; and the South Half of the North Half of the Southwest Quarter, the South Half of the North Half of the North Half of the Southwest Quarter, the North Half of the North Half of the South Half of the Southwest Quarter, the South Half of the North Half of the Southeast Quarter, the South Half of the North Half of the North Half of the Southeast Quarter, and the North Half of the South Half of the Southeast Quarter, of Section 21, Township 10 South, Range 14 East, N.M.P.M., Lincoln County, New Mexico, more particularly described by metes and bounds as follows, to-wit:

STARTING AT THE SOUTHEAST CORNER OF SAID SECTION 21 AND GOING N 00° 45' 02" W ALONG THE EAST LINE OF SAID SECTION 21 A DISTANCE OF 648.87 FEET TO THE PLACE OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE S 89° 32' 40" W A DISTANCE OF 2592.13 FEET; THENCE N 01° 14' 59" W A DISTANCE OF 311.21 FEET; THENCE S 86° 29' 01" W A DISTANCE OF 2467.16 FEET TO THE SECTION LINE COMMON TO SAID SECTIONS 20 & 21; THENCE S 00° 43' 02" E ALONG SAID SECTION LINE A DISTANCE OF 645.19 FEET; THENCE N 89° 44' 37" W A DISTANCE OF 2634.44 FEET; THENCE N 00° 48' 40" W A DISTANCE OF 2273.06 FEET; THENCE S 89° 25' 19" E A DISTANCE OF 2638.46 FEET TO THE ONE-QUARTER CORNER COMMON TO SAID SECTIONS 20 AND 21; THENCE S 00° 43' 02" E ALONG THE SECTION LINE COMMON TO SAID SECTIONS 20 AND 21 A DISTANCE OF 322.60 FEET; THENCE N 87° 32' 03" E A DISTANCE OF 2453.79 FEET; THENCE N 88° 05' 17" E A DISTANCE OF 2606.19 FEET TO THE EAST LINE OF SAID SECTION 21; THENCE S 00° 45' 02" E ALONG SAID SECTION LINE A DISTANCE OF 1622.16 FEET TO THE SAID PLACE OF BEGINNING, AND CONTAINING 303.459 ACRES, MORE OR LESS.

STATE OF NEW MEXICO }
County of Lincoln }

Filed for record in the Clerk's office
the 4th day of February
A. D. 1982 11:16 A.M.
and recorded in Book 76
Misc'l
of Records 880-882
[Signature]
County Clerk

Rec. # 73403 Fee \$5.00



882

300
A Misc'l Rec'd 307

Rec. #73153

Fee \$10.00

Jane McSwane
County Clerk
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF RANCHO RUIDOSO VALLEY ESTATES

THIS DECLARATION is made this 14th day of January, 1982, by the STANTON CORPORATION, a Texas corporation of 4171 N. Mesa, B-206, El Paso, Texas, (hereinafter referred to as "Declarant"), as owner and developer of certain real property situated in Lincoln County, New Mexico, that is more particularly described and set forth in Exhibit "A" attached hereto and made a part hereof by reference (hereinafter referred to as the "Property" or "Project"). It is the intention of Declarant to prepare and file a subdivision plat (the Plat) with respect to the Property with the appropriate authorities in Lincoln County, New Mexico, which divides the property into residential and other lots, roads and common areas and this Declaration shall be deemed to apply to such platted subdivision for all purposes as if it was heretofore or herewith filed of record. The aforesaid real property is subject hereby to the covenants, conditions, restrictions, reservations and easements declared herein. The purpose of this declaration is to insure the proper use and repair, replacing and improving of all driveways, streets, ways and common areas located in the Project.

It is to promote the foregoing that this declaration is made and it is the intention of the Declarant that it will be in recognition of the foregoing that the limitations, restrictions covenants and conditions of this declaration and of all other declarations supplemental hereto will be understood and construed.

Further, in order to promote the orderly maintenance and use of the driveways, streets, ways and common areas in the Project as aforesaid Declarant declares the following covenants, conditions and restrictions (hereinafter called "Restrictions") on all land areas and all building sites within the Project (the "Building Site" or "Building Sites"):

1. Residential Use: Except for such areas as may be designated on the Plat for construction of common areas and facilities, all of the Lots in said subdivision are hereby designated as "Residential Area" and are subject to the following residential restrictions:

(a) Said, "Residential Area" shall be used for residential purposes only, and no business, manufacturing, commercial enterprise, public or private amusement shall be conducted, operated or maintained thereon except Declarant may utilize such property for use incident to initial sales of the Lots provided that use of the property by Declarant for resales or any other non-authorized purpose is prohibited.

(b) Lots in said subdivision may be re-subdivided or combined to be re-subdivided, but only in such manner that any lot resulting from such re-subdivision shall be no less than one-third (1/3) acre in size. Each such re-subdivided lot shall be governed by these same restrictive covenants.

(c) No mobile home shall be placed upon any lot in this subdivision. There shall not be erected on any one lot more than a single private dwelling house, together with the necessary and appurtenant buildings such as servants quarters, guest houses, garages, barns and stables used in connection therewith, and no tent, shack, outhouse or structure of a temporary character shall be erected or maintained in said subdivision.

(d) All residences erected on said lots shall have a minimum floor area, exclusive of porches, carports and garages, of not less than 1,200 square feet, providing further that the exterior of any dwelling shall be completed within one year from commencement thereof, Act of God excepted. All buildings shall be of all new first-class construction and no used or secondhand buildings shall be moved into said Residential Area, nor shall any unpainted tin or other metal be used for construction of any outbuilding.

(e) No building shall be erected or maintained nearer than fifteen (15) feet from any side or back lot line.

(E) No road shall be constructed to within five (5) feet of any boundary line of any lot except for private ingress and egress to said lot.

(g) Exterior surfaces of any structure or dwelling shall not be allowed to become shabby or unkept and all tracts shall be properly maintained and weeds cut as needed. All trash containers shall be completely enclosed.

(h) All trash, rubbish and garbage shall be removed from the property at regular intervals and disposed of in accordance with the regulations of the County of Lincoln, State of New Mexico, or other regulatory agencies. All toilets shall be located inside principal buildings and shall be connected with proper septic tanks or sewage disposal systems which conform with state and county health laws and regulations. No trash, brush or other material shall be burned except in compliance with the fire regulations of the Lincoln National Forest.

(i) Water wells to be constructed on the property shall be adequately covered to protect the safety of the residents.

(j) No excavation shall be done nor shall any tree within said subdivision with a diameter of six (6) inches, or more be removed without prior approval of the Owner's Committee.

(k) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trash, junk, old vehicles not in operating condition, or any unsightly object shall be allowed upon or maintained or kept upon any of the lots, unless kept out of view. Except during construction work, no large construction machinery, dump trucks, tractors, blades, etc., may be parked upon any lot.

(l) No vehicle shall be operated on any lot or in the subdivision which emits noise at a level noxious and offensive to the sensibilities of owners of lots in the subdivision, it being the interest of the developer to maintain the serenity and peacefulness of the area.

(m) Butane tanks must conform to state regulations and will be located so as not to detract from the appearance of the lot and shall be closed in with a material similar to that used in construction of the house. Appliance or equipment of any kind or nature, new or used, will not be stored in open or public view, but in such manner as not to detract from the appearance of the lot.

(n) The keeping of any cattle, horses or other animals, or poultry, on each lot shall be subject to reasonable regulations to be made by the Owners' Committee, determining the numbers thereof, the distance they must be maintained from dwellings and public roads, and other sanitary requirements. Where animals are maintained, each lot shall be completely fenced with animal-proof fencing, and all animals shall be kept within the boundaries of the fence. Exterior fencing may be installed in common with adjoining property owners. Each owner shall install a culvert of not less than 18 inches in diameter in the bar ditch at their driveway entrance for drainage purposes.

(o) Plans for fences or free standing walls shall be submitted for approval by the Owners' Committee.

(p) All exterior plans for buildings and plats showing location of same shall be submitted for approval by the Owners' Committee. Failure of the Committee to approve or disapprove such plans within thirty (30) days from this date of submission, shall be considered as approval of such plans.

2. Owners' Committee: An Owners' Committee is hereby created to administer the Restrictions and insure high standards of development and provide for maintenance, repair, replacement and improvement of all public driveways, streets, ways and common areas located in the Project. Declarant reserves for the Committee the power to control the reasonable use, maintenance, repair, replacement and improvement of all public driveways, streets, ways and common area located in the Project and all utilities which may be constructed or installed for the benefit of the Project (to the extent that they are not maintained by the utility operator) as set forth in the Exhibit "A" attached hereto, or in the Plat to be filed hereafter. Declarant reserves for the Committee the right to make such exceptions to the Restrictions as the Committee shall in its sole discretion deem advisable. The initial Committee will consist of those individuals who have been appointed in a writing signed and duly filed by Declarant in the Office of the County Clerk of Lincoln County, New Mexico. The Committee shall consist of five (5) members, all of whom shall be originally appointed by Declarant and, except for the initial members, all of whom shall be lot owners. However, on the later of (i) five (5) years from and after the date hereof, or (ii) when ninety percent (90%) of the Lots in the Project have been sold, a written notice shall be sent to all Lot owners that an election for members of the Committee shall be held. Such notice shall set forth the date and place of the election, and shall solicit nominations for the names of Lot owners to serve as members of the Committee. At such election, each Lot owner shall have one (1) vote for each of the five (5) members to be elected. Thereafter, the five elected members shall, by majority vote, elect a Chairman amongst themselves. The Committee shall then continue to carry out the duties imposed upon it by these Covenants and Restrictions, shall hold such meetings and keep such minutes as it may deem necessary, promulgate rules for future elections, filling of vacancies and such other matters as it sees fit to provide for the administration and enforcement of these Covenants and Restrictions.

3. Maintenance: All streets or roadways abutting or providing access to more than one Lot, non-exclusive parking areas, utilities and easements within the Project, and other common areas and facilities within the Project shall be maintained in a good

and serviceable condition including repairing, replacing and improving same to standards established by the Owners' Committee. The costs and expenses incurred in providing such service and maintenance, as well as any common area utility expenses and insurance expenses, shall be shared by all Lot owners in the same proportion that the number of Residential Lots owned bears to the total number of Residential Lots in the Project.

4. Ingress and Egress: A perpetual easement for ingress, egress, maintenance, repairs and replacements is hereby established on all streets, driveways, ways, non-exclusive parking areas, and common area now or hereafter existing in respect to the Project. In addition, the Owner(s) of Residential Lots on which street lights are or may at some future date be located hereby grant a perpetual easement for the Owners' Committee, its successors, and assigns to enter upon the Lot for the purpose of installation, maintenance, repairs and replacements of such street lights. Each Owner, and its respective employees and invitees, shall have the right to use all common driveways, streets and ways for the purpose of ingress and egress throughout, to and from the Project.

5. Common Area Ownership: The Owner of each Residential Lot is hereby granted an undivided interest (but without right of partition) in and to the streets and common areas and facilities now or hereafter existing within the Project, in the same proportion that the number of Residential Lots owned bears to the total number of Residential Lots in the Project. Each Owner hereby irrevocably appoints Declarant as attorney in fact to encumber, convey, or otherwise deal with the entire common area for all purposes until such time as Declarant has sold ninety percent (90%) of the lots in the subdivision.

6. Assessments: The Owners' Committee shall have the power and authority to levy assessments for the carrying out of the provisions of this Declaration, and shall from time to time notify Lot Owners of such assessments due in accordance with the percentage of cost sharing stipulated in Paragraph 3 hereof (hereinafter referred to as "Assessments"). Such notice shall be given by mail addressed to the Owner at its last known or usual postal address or by posting a notice of such Assessments upon the Owner's Lot. All such Assessments will be due upon receipt of such notice.

7. Personal Obligation for Assessments: Each present Owner of a Lot, and all future Owners of Lots by the acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in any such deed or other conveyance, covenant and agree to pay to the Committee the Assessments against such Lot provided for in Paragraph 6 above, together with such interest thereon and cost of collection thereof as provided for hereinafter. Each such Assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall also be and remain the personal obligation of the Owner of such Lot at the time such Assessments become due and payable, notwithstanding any subsequent transfer of title to such Lot. Such personal obligation shall not pass to such Owner's successor in title unless expressly assumed by such successor, but the payment of such charge shall continue to be secured by the lien referred to below. The Owners' Committee shall upon demand at any time furnish to any owner a certificate in writing signed by a member of the Owners' Committee setting forth whether or not there are any unpaid charges against the Lot of such Owner. Such certificate shall be conclusive evidence of payment of any charge therein stated to have been paid as to any

third party who in good faith relies thereon to his economic detriment.

8. Lien; Effect of Non-Payment of Charge; Remedies of Committee: The payment of the Assessments on each Lot provided for in Paragraph 6 above, together with interest thereon and the cost of collection thereof provided for below, shall be and is hereby secured by a continuing lien on such Lot and all improvements thereon against which such charge was levied. If such charge is not paid within thirty (30) days after it becomes due, such charge shall bear interest from the date it becomes due until paid at the rate of ten percent (10%) per annum. The Owners' Committee may bring an action at law against the Owner personally obligated to pay any such charge and an action at law to foreclose the lien securing the same, in which event there shall be added to the amount of such charge all reasonable expenses of collection, including court costs and reasonable attorney's fees.

9. Subordination of Lien to Mortgages: The lien securing the Assessments provided for herein shall be subordinate to the lien of any deed of trust or mortgage and other liens now in existence or hereafter placed upon any Lot for the purpose of securing indebtedness incurred to purchase or improve such Lot; provided, however, that such subordination shall apply only to the charges which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, a foreclosure by trustee's sale under a deed of trust, or a conveyance in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any charge thereafter becoming due, nor from the lien securing any such subsequent charge. In addition to the automatic subordination provided for above, the Owners' Committee, in its discretion, may subordinate the lien securing any Assessments provided for herein to any other mortgage, lien or encumbrance subject to such limitations, if any, as the Owners' Committee may determine.

10. Books: The Owners' Committee shall maintain books of account reflecting all income received and disbursements made from the annual maintenance charge. Any Owner shall have the right to inspect such books at the office of the Owners' Committee at any reasonable time.

11. Binding Effect: These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until twenty years from the date of the filing of these covenants, at which time, the covenants shall be automatically continued in force for successive periods of one year each unless discontinued or amended at the end of the first or any subsequent one year period by a vote of fifty-one percent (51%) or more of the Lot Owners. Record owners of the Lots shall be entitled to one vote for each lot as shown on the recorded plat, provided, however, that at any time hereafter any of the said covenants or restrictions may be alleviated, amended, released or extinguished by written instrument duly executed, acknowledged and recorded by the Owners of no less than three-fourths (3/4) of the Lots in the said Project.

12. Variances: In the event any of the above covenants and restrictions create an undue hardship on the owner of a lot in the subdivision, the Committee shall have the right to grant reasonable variances. Such variances may include the allowance of a commercial enterprise carried on within the residence such as an art studio, crafts shop, antique shop or other endeavors which do not change the residential character of the home or the neighbor-

hood. Requests for such variances shall be in writing. Failure of the Committee to approve or disapprove such requests within thirty (30) days from the date of submission, shall be considered as approval of such variances.

13. Non-Waiver: Failure to enforce any restriction, condition, covenant, or agreement herein contained shall be in no event deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. In any event any covenant or condition or restriction hereinabove contained, or any portion thereof, if invalid or void, such invalidity or voidness shall in no way affect any of the other covenants, conditions or restrictions which shall remain in full force and effect.

14. Enforcement: The terms and provisions of this declaration shall inure to the benefit of and be enforceable by the Declarant, the Owners' Committee, all Owners and by the holders of any lien on a Lot. This declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision hereof to enjoin or restrain such violation or to recover damages for such violation and against any of the Lots to enforce the liens created hereby.

15. Incorporation: All of the terms and provisions contained herein shall be construed as being adopted in each and every contract, deed and conveyance hereafter executed by Owners, their successors and assigns, conveying all or any part of the land described herein, whether or not referred to therein, and all estates and warranties of title conveyed or contained therein shall be subject to the terms and provisions hereof.

16. Gender and Grammar: The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals (male or female) shall in all cases be assumed as though in each case fully expressed.

17. Titles: The titles of the articles and sections of this declaration are for convenience only and shall not be used to construe, interpret or limit the meaning of any covenant, restriction or other term or provision herein contained.

18. Counterparts: This declaration may be executed in two or more counterparts, each of which shall be an original but all of which, taken together, shall constitute one and the same instrument.

19. Successors in Title: All of the terms and provisions of this declaration shall apply to, be binding upon, and inure to the benefit of the undersigned Owners, all lessees or tenants of the undersigned Owners, and the respective heirs, legal representatives, successors and assigns of all such parties.

20. Declarant's Rights: Notwithstanding any other express or implied provision of this Declaration to the contrary, but solely for the reasons set forth in this Paragraph 20, the Declarant reserves unto itself and its successors and assigns the absolute, unqualified and unilateral right to amend, modify, cancel, terminate, and abandon this Declaration, or any provision hereof, in the event that the Declarant deems such act to be reasonable and proper in order to:

(a) Convey, dedicate or contribute all or any portion of the streets, ways or other common areas or facilities to any federal, state, county or other governmental or quasi-governmental body;

(b) Convey, dedicate or contribute all or any portion of the common areas or facilities, including the granting of easements, to any public or private utility company or similar entity;

provided, however, that in such event either the Declarant, or the governmental or quasi-governmental body, or the utility company or similar entity, shall expressly assume the obligations of maintenance incident thereto subject only to such rights of taxation or assessment as it may possess apart from this Declaration.

IN WITNESS WHEREOF, the Declarant executes this instrument on the day and date first above written.

STANTON CORPORATION

By *O. Gene Duvall*
O. Gene Duvall, President

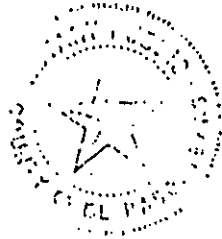
ATTEST:

Paul O. Sargeant, Jr.
Paul O. Sargeant, Jr., Secretary

THE STATE OF TEXAS

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this the 15 day of January, 1982, by O. GENE DUVAL, President of STANTON CORPORATION, on behalf of said corporation.



[Signature]
Notary Public In and for
El Paso County, Texas

My commission expires: 10-5-85