

**RESTRICTIVE COVENANTS**  
**DEER PARK VALLEY**  
**UNITS 1 THRU 9 (EXCEPT UNIT 7\*)**

\*Under Unified Covenants

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**RESTRICTIVE COVENANTS**

**DEER PARK VALLEY**

**UNITS 1 THRU 9**

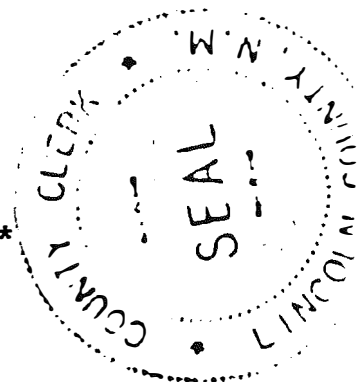
**EXCEPT UNIT 7\***

**(REMAIN UNDER ORIGINAL COVENANTS)**

**\*UNDER UNIFIED COVENANTS ALG&CC**

STATE OF NEW MEXICO } Filed for record in the Clerk's office this 17th day of April  
COUNTY OF LINCOLN } AD. 19 81 10:35 a.m. and recorded in Book 70

Misc'l Rcds. page 367 Jane McSwane By Barbara Langley  
ec. #68145 Fee \$15.00 County Clerk Deputy



RESTRICTIVE COVENANTS FOR

DEER PARK VALLEY SUBDIVISION, UNITS 1 THRU 9 \*  
\*EXCEPT UNIT 7 which is under the UNIFIED COVENANTS  
(BEING A PART OF ALTO VILLAGE)

The undersigned, being the owner of all of the lots located in Deer Park Valley Subdivision, Units 1 through 9, a subdivision in Lincoln County, New Mexico, a plat of which was recorded and filed in Cabinet D, 7 thru 10 in the Office of the County Clerk of Lincoln County, New Mexico, on April 17, 1981

, does hereby consent and agree that the following Restrictive Covenants shall be in full force and effect upon all the property within said Deer Park Valley Subdivision, Units 1 through 9, from date of recording this instrument, to-wit:

1. All lots in this subdivision are hereby declared to be residential except those that are specifically declared to be otherwise. There shall not be erected on any one lot more than one (1) single private family dwelling house together with the necessary and appurtenant attached buildings such as servants' quarters, garages and carports customarily used in connection therewith, except as provided for in Paragraph 1.A., 1.B., 1.C., and Paragraph 14.E. of these covenants. No structure shall have more than one (1) story unless otherwise approved by the Architectural Control Committee named below. All structures will adhere to the square footage requirements as detailed in Paragraph 18 of these covenants, except for those structures on Lots 174, 175 and 176 of Unit 7, Deer Park Valley Subdivision.

A. A parcel of land which is part of Lot 68, Unit 2, Deer Park Valley Subdivision, has been dedicated as a park for the use of all property owners of Alto Village only. No automobiles, trucks, campers, mobile homes or vehicles of any type may traverse the park property or drive on said park. Only the dedication marker, picnic tables and children's playground equipment may be located on park land. Only footpaths may exist on park land, but no horses may be ridden or grazed on park land. Said park is restricted against overnight use.

B. Lots 174, 175 and 176, Unit 7, Deer Park Valley Subdivision, are hereby zoned for single family residences, multi-family use residences, condominiums, townhouses, apartments, motel and/or convenience store. The maximum density for these three lots in Unit 7 is hereby limited to a maximum of 100 units.

C. As long as the undersigned, M. H. Blaugrund, and/or Lakeside Corporation is the owner of Lot 174, 175 or 176, Unit 7 of Deer Park Valley Subdivision, the sole right of architectural control will rest in M. H. Blaugrund or his designee and not in the committee set up in Paragraph 3 of these Restrictive

Covenants. Further, M. H. Blaugrund and/or Lakeside Corporation hereby reserves the sole and separate right to allow the vacating of the plat of Lots 174, 175 and 176, Unit 7; the replatting of said lots; and the separation of said lots from Alto Village.

Individual covenants and restrictions applicable to each of the multi-family Lots 174, 175 or 176, Unit 7 of Deer Park Valley Subdivision, may be filed of record at Lincoln County Courthouse prior to the sale by Lakeside Corporation of Lots 174, 175 or 176 in Unit 7 of Deer Park Valley Subdivision. The new covenants, declarations and restrictions, if so filed, shall exclusively govern the following multi-family lots: 174, 175 and 176.

D. On Lots 114, 117, 138 and 156 there have been irrigation water wells drilled for the benefit of Lakeside Corporation and/or Alto Village Services Corporation. The owners of said lots shall not block, construct anything on, or obstruct said easements in anyway.

Individual waste disposal systems may not be located within 100 feet of the water wells on Lots 114, 117, 138 and 156. Therefore, the location of individual waste disposal systems on the following lots must be at least 100 feet from each water well site:

Deer Park Valley, Unit 4, Lots 111, 112, 114, 116, 117, 118  
Deer Park Valley, Unit 6, Lots 137, 138, 155, 156, 157, 173  
Deer Park Valley, Unit 7, Lot 174

E. Prior to the sale of lots within Unit 6, 7, 8 and 9, developer may reserve additional easements for water well drilling sites. If water well sites and easements are filed of record, individual waste disposal systems must be located at least 100 feet from water wells.

2. No business or profession, manufacturing operation, commercial enterprise or public or commercial amusement enterprise shall be conducted, operated or maintained on any lot except as herein provided. Developer may maintain a sales office on a Deer Park Valley Subdivision, Units 1 through 9, lot or lots for the purpose of conducting sales or resale of Alto Village and adjacent real property only.

3. There is hereby created an Architectural Control Committee (hereinafter sometimes referred to as the "Committee") composed of M.H. Blaugrund, Colleen Wilson and Gene Wilson. In the event of the death, resignation or incapacity of any member of said committee, the remaining member or members shall have full authority to appoint a successor member or members. Any member of said Committee may be removed for cause upon the vote of two (2) members thereof. Said Committee shall have the power to make and amend its own rules and regulations with regard to meetings, quorums and other procedural matters.

The Committee and any independent architect, land planner or engineer consulted by the Committee shall be entitled to charge the then lot owner a sum not to exceed \$500.00 compensation for services performed relating to the approval of plans submitted for any one building, in accordance with these covenants. The not to exceed \$500.00 compensation fee figure shall be raised each year one year from the recording date of these covenants and each year thereafter by the percentage increase in the National Cost Price Index (CPI) for all items published by the Bureau of Labor Statistics of the U. S. Department of Labor.

The powers and duties of the Committee shall, on November 30, 1992 or on such sooner date as the members of the Committee have all resigned, died, or become incapacitated for ninety (90) days without replacement, automatically become vested in the Board of Directors of ALTO LAKES GOLF AND COUNTRY CLUB, INC., a non-profit New Mexico corporation, or a committee of at least three (3) persons designated by such Board.

A. No dwelling house, garage, carport, outbuilding, swimming pool, fence, retaining wall, or other structure of any kind shall be erected, constructed, placed, moved on or maintained on any lot or lots, or any parcel or portion thereof, nor shall any alterations, additions, change or repair be made to the exterior thereof, unless prior to the commencement of any construction, excavation, grading or other work, two (2) complete sets of the plans and specifications thereof, including the written specifications for type of sewage treatment thereof, landscape plan (required only if any but natural growth or present natural ground cover is proposed) (see Paragraph 3.G. of these covenants), and plot plan, including and fixing the exact location of such structure of such altered structure thereon, and the exact location of the sewage treatment facilities such as septic tank and drain field lines, shall have first been submitted to the Committee in writing for its approval in writing.

B. All structures must have a slanting roof with a minimum of four in twelve pitch. On homes, roofing material must be wood shakes. Variances in writing below the minimum pitch required, slanting roof and wood shakes roof requirements may be granted by the Committee at its sole discretion. Wood shakes shall be protected with a fire retardant.

(1) After property owner begins construction, with the required Committee approvals, or causes construction to begin, of a residence containing and/or using a mechanical or passive solar system on his property, the neighboring property owners shall not thenceforth construct or cause to be constructed, plant, grow, or install any new objects, new structures or new trees that will cause an obstruction to their neighbor's property and the low winter sun angle which is

critical for their neighbor's mechanical or passive solar system.

(2) All wood siding and trim wood on exterior buildings shall be left natural, or treated with translucent stain or other translucent finish in a manner that will leave the natural wood grain and texture of the wood visible to the eye. Samples of the proposed treatment of all exposed wood surfaces to be incorporated in the finished home or other structures shall be submitted at a size of 2 ft. square for siding and 2 lineal feet of trim boards.

C. Approval by the Committee of such plans, specifications and locations of buildings shall be endorsed on both sets of plans and specifications, and one set thereof shall be returned to the person submitting the same, and the other set shall be retained by the Committee.

D. In the event that the proposed improvements be for the repairing and/or redecoration of the exterior of a structure, without remodeling the same or making additions thereto, it shall be necessary only to file in writing the color scheme of such proposed work with the Committee and have the same approved in writing by it prior to commencement of such repairs and/or redecoration.

E. After such plans and specifications and other data submitted have been approved by the Committee, no building, garage, fence, wall, carport or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property unless the same shall be erected, constructed, placed, altered or maintained in conformity with the plans and specifications, color scheme and plot plan theretofore approved by the Committee. If any building, garage, carport, fence, wall, retaining wall or other structure of any kind shall be erected, constructed, placed, altered or maintained on said property other than in accordance with the plans and specifications, color scheme and plot plan theretofore approved by the Committee, such erection, construction, placing, alteration and maintenance shall be deemed to have been undertaken without the approval of the Committee.

F. Buildings or structures shall not be constructed of a building material that will cause the sunlight to be reflected therefrom; nor shall any building or other structure be painted with any paint or other substance that will cause the sunlight to be reflected therefrom. The use of silver color, natural unanodized or natural anodized aluminum window and door frames shall not be permitted. Rain gutters, exposed flashing and roof edging shall be primed and painted an unobtrusive and blending color.



G. The native ground cover and growth on each lot shall not be harmed, destroyed or removed from any of the lots in said subdivision, except as may be necessary for the construction and maintenance of roads, driveways, residences, garages and other buildings. No grass lawns, other grasses, plants, vegetable gardens, shrubs or trees may be planted unless specific permission is granted in writing. A professionally drawn to scale landscaping plan must be submitted before any planting or landscaping plan will be considered for approval by the Committee. In any event, the ground cover and native growth on each lot, or any part of any lot, shall not be removed prior to the commencement of construction or during construction unless written permission be obtained from Lakeside Corporation, its authorized agent or the Committee.

H. Fences of any kind will not be allowed on front, rear or side lines of platted lots nor on any portion of any lots in Deer Park Valley, Units 1 through 9. A variance may be granted in writing at the sole discretion of the Committee for the sole purpose of connecting parts of the residence.

I. Package sewage treatment plants, if required, shall be designed by or approved by a New Mexico Registered Engineer and approved by the New Mexico Environmental Improvement Division.

J. Exterior Lighting. No exterior lighting shall be placed upon any lot so as to cause unreasonable glare or illumination upon any other lot. An exception to this paragraph is the use, during emergencies, of the fire alarm Strobe lights.

K. All plans and specifications for a residence or other building or other permitted structures shall be prepared for the specific property by an architect licensed in New Mexico. The Committee may, at its sole discretion, approve the plans and specifications submitted by a licensed architect not licensed in the State of New Mexico.

L. Each lot owner is required to provide all underground connections to utilities on all lots. A variance may be granted at the sole discretion of the Committee, but only where lot is heavily treed and is serviced by overhead power.

M. The Committee may withhold its approval for any of the following reasons:

(1) Noncompliance with any of the specific conditions and restrictions contained in these Restrictive Covenants; or

(2) Reasonable dissatisfaction of the Committee with the location of the structure on the building site, or with the appearance of the proposed structure, landscaping plan or with the lot grading plan (having in mind the character of the

neighborhood in which it is proposed to be erected), the materials of which it is to be built, the harmony thereof with the surroundings and the effect of the building or other structures as planned on the outlook from the adjacent or neighboring property or properties. However, the Committee shall act with all due promptness; in the event the Committee shall fail to approve or disapprove any matters submitted to it hereunder within thirty (30) days from such submission, then the submission shall be deemed to have been fully complied with.

(3) No lot, except those designated as multi-family dwelling sites, shall be subdivided into smaller lots or parcels of land as shown on the recorded plat of Deer Park Valley Subdivision, Units 1 through 9. For the purpose of these restrictions, if one owner shall own two or more adjacent lots, such adjacent lots may be considered to be one lot with the setbacks to be measured from the perimeter thereof. Further, if two or more adjacent lots are under common ownership, the owner thereof may elect, by written notice to the Committee, to develop them as a single lot for the purposes of these restrictions but not for the purpose of club memberships; except at the time such election is made, the owner of such lots shall be given the option thenceforth to pay his club membership dues for only one lot if he gives written notice concerning club membership is not given at that time, the owner and his successors in interest will be required to continue to pay club membership dues on each of the lots so combined for building purposes.

4. No structure shall be erected, constructed, placed or maintained on any lot nearer than thirty (30) feet to the front lot line or nearer than twenty (20) feet to side lot lines nor nearer than thirty (30) feet to the back lot lines, except that upon written application to the Committee, if in the sole opinion of the Committee and the configurations and topography permit, a variance may be granted from said setbacks. No construction or plantings shall be allowed within any easement, including drainage easements.

5. 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 house thereon. No garage, carport, shed, tent, trailer, mobile home, basement or temporary building shall be used for temporary or permanent residence. No camper, trailer, mobile home or boat shall be kept on a lot or tract except within an enclosed building which is part of and attached to the main building. The trailer, mobile home, boat, camper, etc., must be fully enclosed and may not be in view from any other lot, tract or street.

6. When the construction of a dwelling is commenced upon any lot, the owner or owners thereof shall prosecute, 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, unless the written consent of the Committee is obtained for a longer construction time prior to the commencement of such construction.

7. No exposed concrete block, whether painted or otherwise, shall exist on any lot.

8. No new, old or second-hand building shall be moved on any lot in this subdivision; and no second-hand materials shall be used in the construction of any building thereon; except upon the prior written consent of the Committee.

9. No brush, trash or other materials shall be burned except in compliance with the fire regulations of the Lincoln National Forest or other appropriate regulatory agency.

10. Live trees having a diameter of six (6) inches or more may not be removed without the prior written consent of the Committee.

11. Neither barbed wire, nor chicken wire nor hog wire shall be used in this subdivision.

12. No windmills or wind chargers shall be erected upon any lot in this subdivision, unless they can be hidden from neighboring property owner's sight. The noise level produced at any time, measured directly beneath, shall be less than 15 decibels. In any case, specific permission in writing in advance must be secured from the Committee, except for Lot 68 only of Unit 2 of Deer Park Valley Subdivision where the use of a windcharger is specifically permitted.

13. No obnoxious or offensive activity shall be carried on or allowed to exist or 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.

14. Structures other than residences, and permitted and prohibited activities:

A. Antennas. No television or radio antennas located upon or above any lot or upon any residences shall be permitted to be visible from any adjoining lot or street in this subdivision without the prior written consent of the Committee.

B. Electronic Signals. No radio or television signals nor other form of electromagnetic radiation shall be permitted to originate from any lot which may unreasonably interfere with the reception of television or radio signals upon any other lot.

C. Flags. No flag pole or flags shall be erected or used except on National or State designated holidays.

D. Laundry. No laundry upon or above any lot shall be permitted to be visible from any adjoining lot or streets in the subdivision.

E. Garage and Garage Doors. A garage shall be used solely by the owner or occupants of the lot upon which the garage is located. Garage doors must be kept closed except for that time required for entry or exit therefrom.

F. Mail Boxes and Newspaper Boxes. The design, material and finish of any mail box or newspaper box erected or maintained upon any lot shall be subject to the written approval of the Architectural Control Committee.

G. Fire Detection - Alarm. All residences shall be equipped with a fire detection alarm system which must be kept in working order at all times. The fire alarm system must be connected to an outside horn and a revolving white or white and red Strobe light. The Strobe light must be mounted on the outside of the structure so as to be clearly noticeable from the nearest public road. The horn must be mounted on the outside of the structure so as to be clearly audible from the nearest public road.

(1) A ten pound multi-purpose dry chemical fire extinguisher shall be mounted in the garage in an easily accessible location. A two pound multi-purpose dry chemical fire extinguisher shall be mounted in the kitchen in an easily accessible location.

15. No garbage, refuse, junk, trash or obnoxious or offensive materials shall be permitted to accumulate on any lot, and the owner or owners of each lot shall cause the same to be disposed of by and in accordance with accepted sanitary practices. All garbage or trash containers, oil tanks, gas tanks and other facilities must be placed underground or in walled-in or enclosed areas so that they shall not be visible from any adjoining lot or any street. Each owner shall furnish and maintain his lot with at least two garbage cans of not less than twenty gallon capacity each nor more than thirty gallon capacity in underground, fenced-in or walled-in areas. Garbage shall be disposed of in accordance with the regulations of the State of New Mexico or by arrangements with Alto Village Services Corporation facilities when available.

16. No animal or fowl of any description shall be raised, housed or kept on any lot; except that two (2) dogs, two (2) cats or other household pets that are of such nature as not to interfere with the safety and comfort of adjoining lot owners may

be kept on a lot, provided that they are not bred or maintained thereon for any commercial purposes. The Architectural Control Committee reserves the right to order the removal of any animals or poultry (including dogs) which may become objectionable to the residents of other lots. No horses may be kept on any lot in Deer Park Valley Subdivision at any time.

17. No outdoor-type toilet (except for the first six months of the first improvements) shall be erected or maintained in the subdivision. All toilets shall be located inside the principal buildings and shall be connected with proper septic tanks or a sewage disposal system that conforms with the State of New Mexico and Lincoln County health laws and regulations; provided, however, that if a sewer line is laid in any street, easement or public way on which a lot abuts, it shall be incumbent upon the then lot owner to establish connection with said sewer system without delay, and thereafter to make use of the same to the exclusion of any other sewage disposal system.

18. All principal dwelling houses, exclusive of garage, carport, patios, terraces and porches, shall be constructed or maintained with a heated living area of not less than as follows:

1750 square feet minimum of heated area on ground floor on all lots.

A. Parking for three standard size American automobiles (not compact size) must be provided on each lot by the property owner. Parking spaces must be used instead of on-street parking when requested by Lakeside Corporation, Alto Lakes Golf and Country Club, Alto Village Services Corporation, or their representatives. Upon written application to the Architectural Control Committee prior to construction, a variance may be granted from said parking requirements.

B. All driveways on the up slope side of a street 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 below.

C. All driveways shall be surfaced with crushed rock, asphalt or concrete. A minimum eight inch (8") thick compacted base course is required under crushed rock, double oil penetration asphalt, or 2" hot mixed asphalt surfaced driveways. Culverts for driveways must meet road design standards and be at least eighteen inches (18") in diameter.

19. No work or exploration for any minerals, or drilling for water or any minerals, or mining of any minerals 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.

20. No deed, conveyance, agreement or other document shall be executed where there is attempted to be made a conveyance or separation of the surface rights of any lot or lots.

21. No signs, advertising or bill boards of any kind shall be erected and/or exhibited in any manner on or above the lots in Deer Park Valley Subdivision, Units 1 through 9, without prior written approval of the design, material and finish of the sign from Lakeside Corporation or its authorized agent. The issuance of the approval shall be within the sole discretion of Lakeside Corporation or its duly authorized agent. In any case, if approval is granted for a sign, it may be no larger than 100 square inches and must be made of wood with carved lettering or black lettering on a white background. The sign must be placed at least 20 feet from front property line of the lot, and the top of the sign shall be no higher than four feet above the ground. The Committee or Lakeside Corporation, its heirs and assigns, reserves the right to remove any signs posted without the written approvals required herein.

22. The riding of horses will not be allowed in Deer Park Valley Subdivision, Unit 1 through 9.

23. One social membership in ALTO LAKES GOLF AND COUNTRY CLUB, INC., herein called the CLUB, which is a non-profit corporation organized under the laws of the State of New Mexico, shall be issued, or in the alternative, upon payment of the required fee, one regular membership may be issued, to one of the owners or purchasers of record of each lot in said subdivision.

Notwithstanding any other multiple ownership of a single lot, a CLUB membership shall be issued to only one individual owner or purchaser and his or her spouse. If the owner or purchaser is a corporation, one membership shall be issued to one individual officer of said corporation and his or her spouse, designated in writing by such corporation, provided that one membership shall be issued for each lot. All lot owners and purchasers and their guests shall be obliged to abide by the reasonable rules and regulations of the CLUB, golf course and other CLUB facilities.

24. The owner or purchaser of record of each lot in said subdivision shall pay to the CLUB or its trustee the membership dues imposed in accordance with that certain "CLUB MEMBERSHIP AGREEMENT" signed or to be signed by such owner or purchaser, and in accordance with the "SUPPLEMENT TO CLUB MEMBERSHIP AGREEMENT" and also in accordance with the proper amendment to those Club

Membership Agreements. In the event any such dues become delinquent for thirty (30) days, the CLUB or its trustee may send a written notice of such delinquency to the lot owner or purchaser by regular mail addressed to his last address as shown on the records of the CLUB; and, if the delinquent dues are not paid within thirty (30) days after such notice has been mailed, the amount of such delinquent dues shall be and become a lien on the said lot when the CLUB or its trustee has caused to be filed or recorded in the Office of the Recorder of Lincoln County an affidavit of the nonpayment of such dues or assessments in the form of a materialman's lien, and posting a copy of same upon said lot within one (1) year from the date of mailing of such notice of delinquent dues. Such lien shall be foreclosed in the manner provided by New Mexico law for the foreclosure of materialman's liens.

25. In the event the owner or purchaser of any lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to Lakeside Corporation and/or the Board of Directors of the CLUB, the CLUB through its agents and employees, shall have the right (but absolutely no duty), to enter upon such lot and to repair, maintain, rehabilitate and restore the premises and the exterior of any improvements situated thereon, and the cost thereof shall be charged against the owner of said lot by notice in the manner set forth in Paragraph 25 hereof and made a lien on said lot and foreclosed as therein set forth.

26. The social or regular membership in the CLUB held by any owner or purchaser of a lot in said subdivision shall not be transferred, pledged, hypothecated or alienated in any way except upon the sale of such lot and then only to the new purchaser of such lot. Any attempt to make a prohibited transfer shall be void and shall not entitle the transferee to any privileges of membership. In the event the seller of any lot shall fail or refuse to transfer to the purchaser of such lot the social or regular membership the seller holds with respect to such lot, the CLUB shall have the right to record the transfer upon the books of the CLUB and issue a new certificate of social or regular membership respectively to the purchaser, and thereupon the old membership outstanding in the name of the seller shall be null and void as though the same had been surrendered.

27. These covenants covering Units 1 through 9 of Deer Park Valley Subdivision are to run with the land and shall be binding upon the undersigned and all persons claiming under them, their heirs, successors and assigns for a period of ten (10) years from the date these Restrictive Covenants are recorded, after which time said Restrictive Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by three-fourths (3/4) of the then owners of the lots in the subdivision has been recorded agreeing to change said

restrictions in whole or in part releasing any portion of the property in said subdivision from any one or more, or all, of said Restrictive Covenants.

28. Notwithstanding Paragraph 27 above, or any other provision of these covenants, these covenants in whole or in part covering Units 1 through 9 of Deer Park Valley Subdivision may be amended by an instrument, signed by the then owners (including Lakeside Corporation or its successors or assigns) of at least three-fourths (3/4) of the lots in that unit of Deer Park Valley Subdivision and filed of record agreeing to the change of said Restrictive Covenants.

29. All of the Restrictive Covenants contained herein are for the benefit of any and all of the owners of the lots within the boundaries of the subdivision; and, if the undersigned owner or any of its assigns or successors in interest or any purchasers of lots shall violate or attempt to violate any of such Restrictive Covenants, then it shall be lawful for any other person or persons owning land within said boundaries, and for Lakeside Corporation, the Architectural Control Committee and/or CLUB 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.

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

31. Lakeside Corporation hereby designates and declares the said subdivision to be a part of ALTO VILLAGE, a recreational community located North of the town of Ruidoso, New Mexico, and situated generally East of State Highway 37 and South of Fort Stanton Road near the junction of those two roads.

WITNESS our hands and seals this 9th day of April, 1981.



*Wilson*

LAKESIDE CORPORATION

BY: *M. H. Blaugrund*  
M. H. Blaugrund President



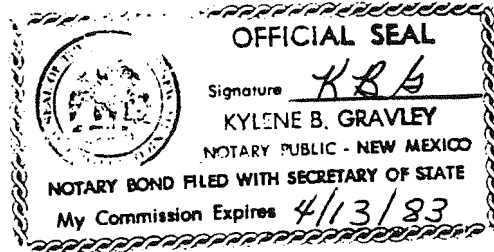
STATE OF NEW MEXICO    )  
  )ss.  
COUNTY OF LINCOLN    )

The foregoing instrument was acknowledged before me this 9th day of April, 1981 by M. H. BLAUGRUND, President of LAKESIDE CORPORATION, a New Mexico corporation, on behalf of said corporation.

Kylene B. Gravley  
Notary Public

My Commission Expires:

April 13, 1983



STATE OF NEW MEXICO } Filed for record in the Clerk's office this 14th day of May  
COUNTY OF LINCOLN } ss. A.D. 19 82 at 11:10 o'clock A.M. and recorded in Book 79  
Misc'l Records on page 6-10 Jane McSwane By *Cary A. Ferrell*  
Rec. #75376 Fee \$7.00 County Clerk Denver

AMENDED RESTRICTIVE COVENANT FOR  
DEER PARK VALLEY SUBDIVISION, UNITS 1 THRU 9

(BEING A PART OF ALTO VILLAGE)

The undersigned, being the owner of seventy-eight percent (78%) of the lots located in Deer Park Valley Subdivision, Units 1 through 9, a subdivision in Lincoln County, New Mexico, a plat of which was recorded and filed in Cabinet D, 7 through 10, in the Office of the County Clerk of Lincoln County, New Mexico, on the 17th day of April, 1981; and

WHEREAS, Lakeside Corporation did file certain Restrictive Covenants covering Deer Park Valley Subdivision, Units 1 through 9; said Restrictive Covenants being filed on the 17th day of April, 1981 in Book 70 of Miscellaneous Records on Pages 355 through 367; and

WHEREAS, Lakeside Corporation, being the owner of seventy-eight percent (78%) of the lots located in Deer Park Valley Subdivision, Units 1 through 9, desires to amend Paragraphs 3 and 18 of said Restrictive Covenants;

NOW, THEREFORE, Lakeside Corporation, owner, does hereby amend Paragraphs 3 and 18 to read as follows:

"3. There is hereby created an Architectural Control Committee (hereinafter sometimes referred to as the "Committee") composed of at least three (3) members appointed to serve on the Committee by the Board of Directors of Alto Lakes Golf and Country Club, Inc. The Board of Directors of Alto Lakes Golf and Country Club, Inc. shall have the right to remove any member of said Committee for cause. Said Board of Directors shall have the power to make and amend the rules and regulations with regard to meetings, quorums and other procedural matters.

It is further specifically understood, however, that as long as Lakeside Corporation retains or acquires ownership of any unimproved lots in Deer Park Valley Subdivision, Units 1 through 9, the architectural control as to such lots is and will be vested in M. H. Blaugrund and/or Lakeside Corporation.

The Committee and any independent architect, land planner or engineer consulted by the Committee shall be entitled to charge the then lot owner a sum not to exceed \$500.00 compensation for services performed relating to the approval of plans submitted for any one building, in accordance with these covenants. The not to exceed \$500.00 compensation fee figure shall be raised each year from the recording date of these covenants and each year thereafter by the percentage increase in the National Cost Price Index (CPI) for all items published by the Bureau of Labor Statistics of the U. S. Department of Labor.

A. No dwelling house, garage, carport, outbuilding, swimming pool, fence, retaining wall, or other structure of any kind shall be erected, constructed, placed, moved on or maintained on any lot or lots, or any parcel or portion thereof, nor shall any alterations, additions, change or repair be made to the exterior thereof, unless prior to the commencement of any construction, excavation, grading or other work, two (2) complete sets of the plans and specifications thereof, including the written specifications for type of sewage treatment thereof, landscape plan (required only if any but natural growth or present natural ground cover is proposed) (see Paragraph 3.G. of these covenants), and plot plan, including and fixing the exact location of such structure or such altered structure thereon, and the exact location of the sewage treatment facilities such as septic tank and drain field lines, shall have first been submitted to the Committee in writing for its approval in writing.

B. All structures must have a slanting roof with a minimum of four in twelve pitch. On homes, roofing material must be wood shakes. Variances in writing below the minimum pitch required, slanting roof and wood shakes roof requirements may be granted by the Committee at its sole discretion. Wood shakes shall be protected with a fire retardant.

(1) After property owner begins construction, with the required Committee approvals, or causes construction to begin, of a residence containing and/or using a mechanical or passive solar system on his property, the neighboring property owners shall not thenceforth construct or cause to be constructed, plant, grow, or install any new objects, new structures or new trees that will cause an obstruction to their neighbor's property and the low winter sun angle which is critical for their neighbor's mechanical or passive solar system.

(2) All wood siding and trim wood on exterior buildings shall be left natural, or treated with translucent stain or other translucent finish in a manner that will leave the natural wood grain and texture of the wood visible to the eye. Samples of the proposed treatment of all exposed wood surfaces to be incorporated in the finished home or other structures shall be submitted at a size of 2 ft. square for siding and 2 lineal feet of trim boards.

C. Approval by the Committee of such plans, specifications and locations of buildings shall be endorsed on both sets of plans and specifications, and one set thereof shall be returned to the person submitting the same, and the other set shall be retained by the Committee.

D. In the event that the proposed improvements be for the repairing and/or redecoration of the exterior of a structure, without remodeling the same or making additions thereto, it shall be necessary only to file in writing the color scheme of such proposed work with the Committee and have the same approved in writing by it prior to commencement of such repairs and/or redecoration.

E. After such plans and specifications and other data submitted have been approved by the Committee, no building, garage, fence, wall, carport or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property unless the same shall be erected, constructed, placed, altered or maintained in conformity with the plans and specifications, color scheme and plot plan theretofore approved by the Committee. If any building, garage, carport, fence, wall, retaining wall or other structure of any kind shall be erected, constructed, placed, altered or maintained on said property other than in accordance with the plans and specifications, color scheme and plot plan theretofore approved by the Committee, such erection, construction, placing, alteration and maintenance shall be deemed to have been undertaken without the approval of the Committee.

F. Buildings or structures shall not be constructed of a building material that will cause the sunlight to be reflected therefrom; nor shall any building or other structure be painted with any paint or other substance that will cause the sunlight to be reflected therefrom. The use of silver color, natural unanodized or natural anodized aluminum window and door frames shall not be permitted. Rain gutters, exposed flashing and roof edging shall be primed and painted an unobtrusive and blending color.

G. The native ground cover and growth on each lot shall not be harmed, destroyed or removed from any of the lots in said subdivision, except as may be necessary for the construction and maintenance of roads, driveways, residences, garages and other buildings. No grass lawns, other grasses, plants, vegetable gardens, shrubs or trees may be planted unless specific permission is granted in writing. A professionally drawn to scale landscaping plan must be submitted before any planting or landscaping plan will be considered for approval by the Committee. In any event, the ground cover and native growth on each lot, or any part of any lot, shall not be removed prior to the commencement of construction or during construction unless written permission be obtained from Lakeside Corporation, its authorized agent or the Committee.

H. Fences of any kind will not be allowed on front, rear or side lines of platted lots nor on any portion of any lots in Deer Park Valley, Units 1 through 9. A variance may be granted in writing at the sole discretion of the Committee for the sole purpose of connecting parts of the residence.

I. Package sewage treatment plants, if required, shall be designed by or approved by a New Mexico Registered Engineer and approved by the New Mexico Environmental Improvement Division.

J. Exterior Lighting. No exterior lighting shall be placed upon any lot so as to cause unreasonable glare or illumination upon any other lot. An exception to this paragraph is the use, during emergencies, of the fire alarm Strobe lights.

K. All plans and specifications for a residence or other building or other permitted structures shall be prepared for the specific property by an architect licensed in New Mexico. The Committee may, at its sole discretion, approve the plans and specifications submitted by a licensed architect not licensed in the State of New Mexico.

L. Each lot owner is required to provide all underground connection to utilities on all lots. A variance may be granted at the sole discretion of the Committee, but only where lot is heavily treed and is serviced by overhead power.

M. The Committee may withhold its approval for any of the following reasons:

(1) Noncompliance with any of the specific conditions and restrictions contained in these Restrictive Covenants; or

(2) Reasonable dissatisfaction of the Committee with the location of the structure on the building site, or with the appearance of the proposed structure, landscaping plan or with the lot grading plan (having in mind the character of the neighborhood in which it is proposed to be erected), the materials of which it is to be built, the harmony thereof with the surroundings and the effect of the building or other structures as planned on the outlook from the adjacent or neighboring property or properties. However, the Committee shall act with all due promptness; in the event the Committee shall fail to approve or disapprove any matters submitted to it hereunder within thirty (30) days from such submission, then the submission shall be deemed to have been fully complied with.

(3) No lot, except those designated as multi-family dwelling sites, shall be subdivided into smaller lots or parcels of land as shown on the recorded plat of Deer Park Valley Subdivision, Units 1 through 9. For the purpose of these restrictions, if one owner shall own two or more adjacent lots, such adjacent lots may be considered to be one lot with the setbacks to be measured from the perimeter thereof. Further, if two or more adjacent lots are under common ownership, the owner thereof may elect, by written notice to the Committee, to develop them as a single lot for the purposes of these restrictions but not for the purpose of club memberships; except at the time such election is made, the owner of such lots shall be given the option thenceforth to pay the club membership dues for only one lot if he gives written notice concerning club membership is not given at that time, the owner and his successors in interest will be required to continue to pay club membership dues on each of the lots so combined for building purposes."

"18. All principal dwelling houses, exclusive of garage, carport, patios, terraces and porches, shall be constructed or maintained with a heated living area of not less than as follows:

1750 square feet minimum of heated area on ground floor or entry level; or

If multi-storied, a requirement of a minimum of 1250 square feet of heated area on ground floor or entry level, if the total residential square footage of heated area is a minimum of 2500 square feet.

A. Parking for three standard size American automobiles (at least an area of 10 feet by 18 feet for each of the three cars) must be provided on each lot by the property owner. Parking spaces must be used instead of on-street parking when requested by Lakeside Corporation, Alto Lakes Golf and Country Club, Alto Village Services Corporation, or their representatives. Upon written application to the Architectural Control Committee prior to construction, a variance may be granted from said parking requirements.

B. All driveways on the up slope side of a street 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 below.

C. All driveways shall be surfaced with crushed rock, asphalt or concrete. A minimum eight inch (8") thick compacted base course is required under crushed rock, double oil penetration asphalt, or 2" hot mixed asphalt surfaced driveways. Culverts for driveways must meet road design standards and be at least eighteen inches (18") in diameter."

Invalidation of this covenant shall in no way affect any of the other provisions of the Restrictive Covenants of Deer Park Valley Subdivision, Units 1 through 9, which shall remain in full force and effect.

WITNESS our hands and seals this 22th day of May, 1982.

ATTEST:

Colleen Wilson  
Colleen Wilson, Secretary

LAKESIDE CORPORATION

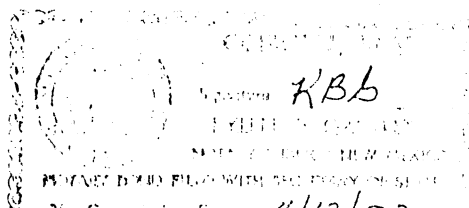
BY: M. H. Blaugrund  
M. H. Blaugrund, President

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

The foregoing instrument was acknowledged before me this 22th day of May, 1982 by M. H. BLAUGRUND, President of LAKESIDE CORPORATION, a New Mexico corporation, on behalf of saide corporation.

Kyrene B. Grawley  
Notary Public

My Commission Expires:  
April 13, 1983



AMENDMENT TO  
AMENDED RESTRICTIVE COVENANT FOR  
DEER PARK VALLEY SUBDIVISION, UNITS 1 THRU 9  
(BEING A PART OF ALTO VILLAGE)

The undersigned, being the owners of 75.28 percent of the lots located in Deer Park Valley Subdivision, Units 1 through 9, a subdivision in Lincoln County, New Mexico, a plat of which was recorded and filed in Cabinet D, 7 through 10, in the Office of the County Clerk of Lincoln County, New Mexico, on the 17th day of April, 1981; and

WHEREAS, Lakeside Corporation did file certain Restrictive Covenants covering Deer Park Valley Subdivision, Units 1 through 9; said Restrictive Covenants being filed on the 17th day of April, 1981 in Book 70 of Miscellaneous Records on Pages 355 through 367; and

WHEREAS, Lakeside Corporation, a New Mexico corporation, Paul R. Whitwam and Emile Jean Whitwam, his wife; Matthew C. Borowski and Becky Angell, his wife; Wesley E. Scarbrough and Betty L. Scarbrough, his wife; W.V.H. Limited, an Oregon limited partnership; William V. Downer, Jr. and Ann C. Downer, his wife; Leonard F. Wager and Elsie Wager, his wife; Jacqueline McGhee, a married woman as her sole and separate estate; Israel Velasco, Jr. and Salvadora Velasco, his wife; Ricardo M. Bustillos and Rosalinda Ch. Bustillos, his wife; Manuel A. Martinez and Norma M. Martinez, his wife; Thomas F. Vasquez and Yolanda B. Vasquez, his wife; C. Van Shaw and Trish A. Shaw, his wife; Robert D. Head and Jeanette L. Head, his wife; and Armando Menchaca and Alicia Menchaca, his wife, being the combined owners of 75.28 percent of the lots located in Deer Park Valley Subdivision, Units 1 through 9, desire to amend Paragraph 3.M.(3) of said Restrictive Covenants and Amended Restrictive Covenants to correct a typographical error in Paragraph 3.M.(3);

NOW, THEREFORE, the above named property owners do hereby amend Paragraph 3.M.(3) to read as follows:

"3.M.(3) No lot, except those designated as multi-family dwelling sites, shall be subdivided into smaller lots or parcels of land as shown on the recorded plat of Deer Park Valley Subdivision, Units 1 through 9. For the purpose of these restrictions, if one owner shall own two or more adjacent lots, such adjacent lots may be considered to be one lot with the setbacks to be measured from the perimeter thereof. Further, if two or more adjacent lots are

under common ownership, the owner thereof may elect, by written notice to the Committee, to develop them as a single lot for the purposes of these restrictions but not for the purpose of club memberships; except at the time such election is made, the owner of such lots shall be given the option thenceforth to pay the club membership dues for only one lot if he gives written notice to that effect at the same time he gives the notice electing to develop the lot and/or lots as a single lot. If such written notice concerning club membership is not given at that time, the owner and his successors in interest will be required to continue to pay club membership dues on each of the lots so combined for building purposes."

Invalidation of this covenant shall in no way affect any of the other provisions of the Restrictive Covenants of Deer Park Valley Subdivision, Units 1 through 9, which shall remain in full force and effect.

All other provisions of the Restrictive Covenants set forth in Book 70 of Miscellaneous Records of Lincoln County, New Mexico, on Pages 355 through 367, on the 17th day of April, 1981, and of the Amended Restrictive Covenant set forth in Book 79 of Miscellaneous Records of Lincoln County, New Mexico, on Pages 6 through 10, on the 14th day of May, 1982, including all paragraphs, sub-paragraphs, and sub-sub-paragraphs are hereby declared to be in full force and effect the same as if republished herein.

Dated this 17th day of August, 1982.

ATTEST  
  
Robert Wilson  
Robert Wilson, Secretary

LAKE SIDE CORPORATION

BY: M. H. Blaugrund  
M. H. Blaugrund, President

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

The foregoing instrument was acknowledged before me this 15th day of September, 1982 by M. H. BLAUGRUND, President of LAKE SIDE CORPORATION, a New Mexico corporation, on behalf of said corporation.

Kulene B. Grawley  
Notary Public

My Commission Expires:  
4/13/83

NOTARY PUBLIC, LINCOLN COUNTY, NEW MEXICO  
My Commission Expires 4/13/83



Joe L. Ugulano

Cecilia Ugulano

Chris Scharbauer

Connie Scharbauer

Paul R. Whitwam

Emile Jean Whitwam

Jack Lee Lemmon

Matthew C. Borowski

Becky Angell

Wesley E. Scarbrough

Betty L. Scarbrough

Donna A. Clark

W.V.H. Limited, an Oregon Limited Partnership

David A. Hall, President

William V. Downer, Jr.

Leonard F. Wager

Jacqueline McGhee

Israel Velasco, Jr.

Ricardo M. Bustillos

Manuel A. Martinez

Thomas F. Vasquez

C. Van Shaw

William W. Saunders

Robert D. Head

Aramando Menchaca

Ann C. Downer

Ann C. Downer

Elsie Wager

Salvadora Velasco

Rosalinda Ch. Bustillos

Norma M. Martinez

Yolanda B. Vasquez

Trish A. Shaw

Hazel E. Saunders

Jeanette L. Head

Alicia Menchaca

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1982, by Joe L. Ugulano and Cecilia Ugulano.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1982, by Chris Scharbauer and Connie Scharbauer.

\_\_\_\_\_  
Notary Public

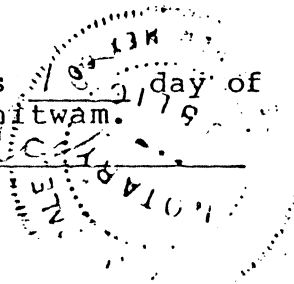
My Commission Expires:  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me this 18 day of SEPT, 1982, by Paul R. Whitwam and Emile Jean Whitwam.

Notary Public

My Commission Expires:  
July 19 1985



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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1982, by Jack Lee Lemmon.

\_\_\_\_\_  
Notary Public

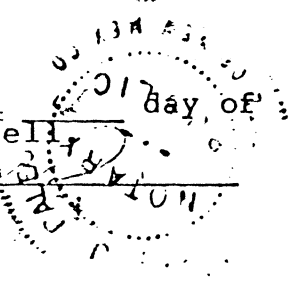
My Commission Expires:  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me this 17 day of SEPT, 1982, by Matthew C. Borowski and Becky Angell.

Notary Public

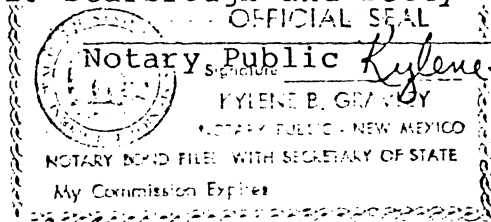
My Commission Expires:  
July 29 1985



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

The foregoing instrument was acknowledged before me this 17th day of August, 1982, by Wesley E. Scarbrough and Betty L. Scarbrough.

My Commission Expires:  
4/13/83



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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1982, by Donna A. Clark.

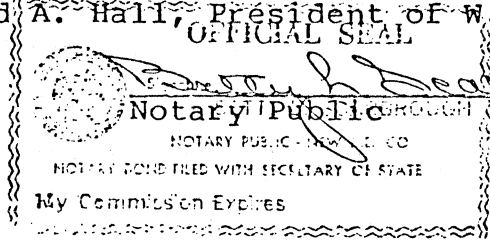
Notary Public

My Commission Expires:

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

The foregoing instrument was acknowledged before me this 8th day of September, 1982, by David A. Hall, President of W.V.H. Limited, an Oregon limited partnership.

My Commission Expires:  
Dec 18 1982



STATE OF New Mexico )  
 )ss.  
COUNTY OF Lincoln )

The foregoing instrument was acknowledged before me this 3rd day of July, 1982, by William V. Downer, Jr. and Ann C. Downer.

My Commission Expires:  
July 29 1985

Notary Public

STATE OF New Mexico )  
 )ss.  
COUNTY OF Lincoln )

The foregoing instrument was acknowledged before me this 30th day of July, 1982, by Leonard F. Wager and Elsie Wager.


My Commission Expires:  
July 29 1985

Notary Public

STATE OF New Mexico  
COUNTY OF Lincoln)ss.

The foregoing instrument was acknowledged before me this July day of 1982, by Jacqueline McGhee.

Robby J. Baltes  
Notary Public




My Commission Expires:  
July 29 1985

STATE OF New Mexico  
COUNTY OF Lincoln)ss.

The foregoing instrument was acknowledged before me this Sept day of 1982, by Israel Velasco Jr. and Salvadoras Velasco.

Robby J. Baltes  
Notary Public

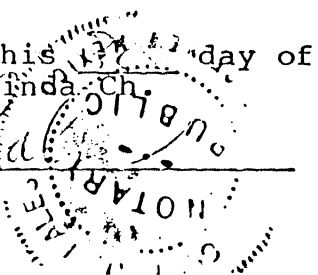


My Commission Expires:  
July 29 1985

STATE OF New Mexico  
COUNTY OF Lincoln)ss.

The foregoing instrument was acknowledged before me this July day of 1982, by Ricardo M. Bustillos and Rosalinda Ch. Bustillos.

Robby J. Baltes  
Notary Public

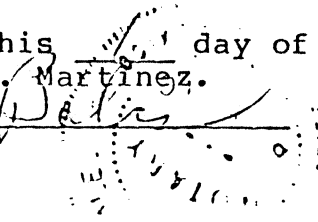


My Commission Expires:  
July 29 1985

STATE OF New Mexico  
COUNTY OF Lincoln)ss.

The foregoing instrument was acknowledged before me this Sept day of 1982, by Manuel A. Martinez and Norma M. Martinez.

Robby J. Baltes  
Notary Public

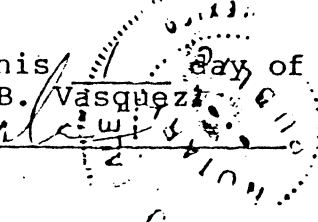


My Commission Expires:  
July 29 1985

STATE OF New Mexico  
COUNTY OF Lincoln)ss.

The foregoing instrument was acknowledged before me this Sept day of 1982, by Thomas F. Vasquez and Yolanda B. Vasquez.

Robby J. Baltes  
Notary Public

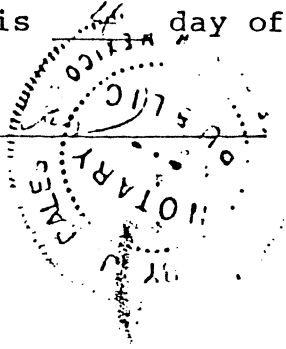


My Commission Expires:  
July 29 1985

STATE OF New Mexico )  
COUNTY OF Lincoln ) ss.

The foregoing instrument was acknowledged before me this Sept day of 1982, by C. Van Shaw and Trish A. Shaw.

Bill J. Baker  
Notary Public



My Commission Expires: Sept 29 1985

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1982, by William W. Saunders and Hazel E. Saunders.

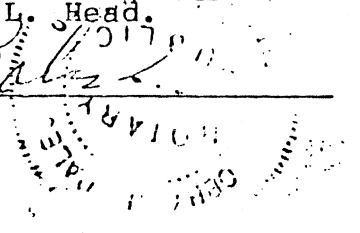
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF New Mexico )  
COUNTY OF Lincoln ) ss.

The foregoing instrument was acknowledged before me this July day of 1982, by Robert D. Head and Jeanette L. Head.

Bill J. Baker  
Notary Public

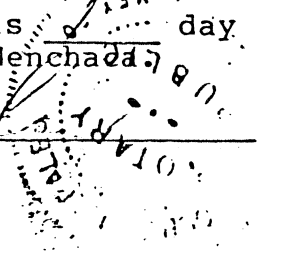


My Commission Expires: Sept 29 1985

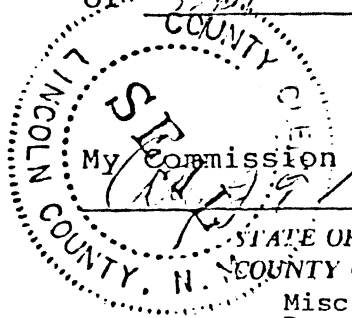
STATE OF New Mexico )  
COUNTY OF Lincoln ) ss.

The foregoing instrument was acknowledged before me this Sept day of 1982, by Armando Menchaca and Alicia Menchaca.

Bill J. Baker  
Notary Public



My Commission Expires: Sept 29 1985



STATE OF NEW MEXICO )  
COUNTY OF LINCOLN ) ss.  
Misc'l. Records

Filed for record in the Clerk's office this 17 day of Sept. AD. 19 82 at 9:00 o'clock a m. and recorded in Book 81

By Jane McSwane Deputy  
Barbara Foulmer Deputy  
Clerk

Rec. #77874 Fee \$9.00

560