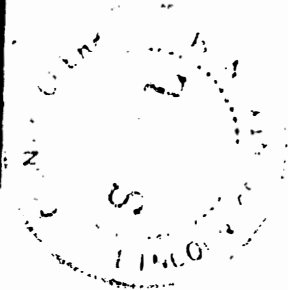


STATE OF NEW MEXICO } SS
COUNTY OF LINCOLN }

Recorded this 14th day of
September, 19 94, at 2:40 P.M.
in the Lincoln County Records.
Book 1994-13, Pages 893-910.
Martha W. Proctor
Lincoln County Clerk
By: *Carol Niles* Deputy
Rec. # 94-08097 Fee: \$ 41.00



COVENANTS

DEER PARK MEADOWS, UNITS 7, 8, 9, 11, 12, 14 and 15

ALTO LAKES GOLF & COUNTRY CLUB, INC.

Pat A. Bue
CAMERA OPERATOR

SEPTEMBER 15, 1994
DATE OF FILING

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**RESTRICTIVE COVENANTS FOR DEER PARK MEADOWS SUBDIVISION
UNITS 7, 8, 9, 11, 12, 14 AND 15
LOCATED IN ALTO VILLAGE, LINCOLN COUNTY, NEW MEXICO**

I. INTRODUCTION:

A. APPLICABILITY: These restrictive covenants are applicable to and shall burden Units 7, 8, 9, 11, 12, 14 and 15 of Deer Park Meadows located in Lincoln County, New Mexico; recorded in the office of the Lincoln County Clerk.

Units 7 and 8 are burdened by and subject to those additional covenants entitled "Declaration of Further Covenants, Conditions and Restrictions of Deer Park Meadows" Units 7 and 8, recorded on the 14th day of December, 1982 in Cabinet D, Slides 105, 106 and 107, which covenants are expressly not repealed. Any inconsistency or conflict shall be resolved pursuant to these covenants.

B. REPEAL OF EARLIER COVENANTS: Any and all other restrictive covenants, of any nature, and any and all amendments, of any nature, pertaining to any and all of the subdivisions referred to above are hereby expressly repealed and are no longer of any effect.

C. AUTHORITY: These covenants have been approved by the requisite percentage of the owners of all of the real property located within all of the subdivision listed above as required by the restrictive covenants last in effect prior to the recordation of these covenants as shown by those Affidavits and Certifications recorded in the office of the Lincoln County Clerk.

II. ENFORCEMENT OF COVENANTS:

1. These restrictive covenants are for the benefit of any and all of the owners of the real property with the boundaries of the subdivisions described above and if any of the owners or any of their assigns or successors in interest violate or attempt to violate any of these covenants, it shall be lawful for any other owner or for the Board of Directors of Alto Lakes Golf & Country Club, Inc. ("Club"), to enforce these covenants in any legal manner, including prosecuting any proceeding at law or in equity

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to recover damages or to enjoin such act and to have any and all further legal and equitable relief. Any violation of these covenants may result in a suspension of membership privileges for a specific length of time to be determined by the Board of Directors of the Club or until said violation is corrected.

2. The Board of Directors of the Club is hereby expressly vested with the full authority to regulate and to enforce these covenants. The Board of Directors shall appoint an Architectural Control committee, ("ACC"), composed of at least four (4) and not more than seven (7) members of the Club to enforce and to carry out the architectural control provisions of these covenants. The ACC shall act on behalf of and in accordance with the directions and instructions of the Board of Directors, who may further establish such rules and regulations and establish such procedures and directions for the functioning of the ACC as the Board may see fit.

III. PERMITTED USES:

1. All lots and tracts in these subdivisions are hereby declared to be residential unless otherwise designated below. There shall not be erected on any one lot more than one (1) single private family dwelling together with the necessary and appurtenant attached building such as servant quarters and garages customarily used in connection therewith, except as provided for in Paragraphs 1-A, 1-B and 1-C of these covenants. All principal dwelling houses, exclusive of garage, patios, terraces and porches, shall be constructed or maintained with a heated living area of not less than 1500 square feet minimum ground floor, unless a variance is granted by the ACC. An attached garage is required on all lots in Units 7, 8, 9, 11, 12, 14, and 15. No business or profession, manufacturing operation, commercial enterprise, or public or commercial amusement enterprise shall be conducted, operated or maintained on any lots. No structure more than one story in height shall be built on any lot.

1-A. Units 7, 8 and 12 are Planned Unit Developments. Each lot owner of Units 7 & 8 is subject to the respective Declaration of Further Covenants, Conditions, Restrictions (hereinafter called "Further Covenants"), and By-Laws pertaining thereto, as amended from time to time.

1-B. Units 7, 8, and 12 have either a private park or a private road or both, as shown on the plat and/or the dedication on the plat. Ownership of each park and/or road in any given Unit shall be vested in an association as provided in the Declaration of Further Covenants, conditions and Restrictions (hereinafter sometimes called Further Covenants) pertaining to each Unit. No vehicular traffic of any kind shall be allowed in such private

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parks, except for construction trucks and machines during a period of construction of structures in the park.

1-C. Each private park will be allowed one (1) water meter tap. Water for landscaping is hereby limited to 108 gallons per day average use (no more than 3,240 gallons per month, plus no more than one filling of an existing park swimming pool per year), and in no event more than 1,000 gallons in any 24- hour period, subject always to the availability of water from Alto Lakes Water Corporation.

1-D. Units 7, 8 and 12 together with the lots hereinafter described, have easements platted upon them for use as landscaped green belt areas and/or security entrances. Said easement areas may be landscaped. There may be constructed upon said easements, structures, devices and appurtenances as may be necessary for limiting, securing or stopping access along private roads adjacent to said easements. The maintenance of said structure shall be borne equally by all lot owners within the said Unit. In addition, subject to the approval of fifty-one percent (51%) of a majority of the lot owners in any given Unit, the owners may elect to construct and maintain a split three-rail cedar wood fence no higher than forty-eight (48") inches and/or electronic security devices around the perimeter of said Unit connecting to the gate structures. In like manner, subject to the approval of a majority of the lot owners in any given Unit, a mechanical closure gate or other device may be installed across the entrance to said Unit.

A split three-rail cedar wood fence no higher than forty-eight (48") inches is specifically permitted on the following lot boundaries:

- Unit 10 - North Boundary of Lot 1
- Unit 15 - North Boundary of Lot 8 adjoining Unit 9: North Boundary of Lot 9: East Boundary of Lot 9.

The following are the Units and lots affected by entrance easements:

- Unit 7 - Lots 1 and 14; Unit 8 - Lots 1 and 6;
- Unit 10 - Lots 1 and 4; Unit 13 - Lots 1 and 10;
- Unit 15 - Lot 9.

1-E. All lots have utility easements platted on the lot boundaries, and these utility easements may also be used as drainage easements as shown by the drainage easement filed of record in Lincoln County Clerk's Office in Book 86 of Miscellaneous Records, Page 231. Additionally, specific easements for ingress and egress to the private parks are platted on Lots 15, 16, 17 and 18 of Unit 7; Lots 1 through 5, 7 and 8 of Unit 12. No structure, enclosure, or fence may be constructed on or in said easements,

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except the fences mentioned in Paragraph 1-D and structures in the drainage easements as provided in the recorded drainage easement.

1-F. All roads within the following units are designated as private roads; Units 7 and 8. Owners of lots within these Units are mutually responsible for the upkeep and maintenance of all roads, entrance gates, and green belt areas within their respective Units. Each owner in a Unit shall be assessed as provided in the Further Covenants for all maintenance and upkeep costs. Failure to pay assessment costs shall result in a lien being placed on lots to which delinquent costs are due as provided in the Further Covenants. The said private roadways may be used for utility construction and for road maintenance and emergency equipment and may be used as utility easements.

2. No lots or tracts with the exception of designated lots or tracts shall be subdivided into smaller lots or parcels of land except as shown on the recorded plat of Alto Village. 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 set backs 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 the owner gives written notice to that effect at the same time he gives the notice electing to develop the lot 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. Once lots are combined, the combination is irrevocable.

IV. ARCHITECTURAL CONTROL COMMITTEE:

1. The real property subject to these covenants shall be subject to the architectural review process of the Architectural Control Committee and any independent architect or land planner consulted by the Committee shall be entitled to charge the then owner a standard sum not to exceed \$ 250.00 for services performed relating to the approval of plans submitted for any one (1) building, in accordance with these covenants. The \$250.00 fee may be raised each year, commencing one (1) year from the recording date of these covenants and each year thereafter by the percentage increase in the National Consumer Price Index (CPI) for all items

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published by the Bureau of Labor Statistics of the U. S. Department of Labor.

2. The underlying principle of the Architectural Control Committee function is to maintain the integrity and uniqueness of the areas described in these Unified Covenants. The Committee may grant variances, "Red-Flag" any project or cause such action to be taken by a building inspector in case of a violation, recommend suspension of membership to the Board of Directors or file suit for injunctive relief. A duly appointed inspector is the authorized representative of both the Board of Directors and the Architectural Control Committee.

V. CONSTRUCTION STANDARDS:

No dwelling, garage, carport outbuilding, swimming pool, fence, wall, 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, three (3) 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), and plot plan, including and fixing the location of such structure or such altered structure thereon, and the 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. Any and all permits issued by the Architectural Control Committee must be posted in a prominent place, easily visible from the road, during all phases of construction or landscaping.

Further, the plot plan shall also be a drainage plan and shall include one foot contour intervals and shall be prepared by a licensed New Mexico Land Surveyor or a licensed New Mexico Engineer. The drainage plan shall be in conformance with the "Contour Plat, Drainage Plan and Soil Study Plat" for Deer Park Meadows Subdivision, Units 7-15, filed of Record in Cabinet D, Slide 138, Records of Lincoln County, New Mexico. The drainage plans shall show the existing and proposed drainage. Due to relatively flat terrain of the subdivision, higher elevation lots sheet drain onto lower lots. The drainage plan for a lot shall accommodate sheet drainage from higher lots. Drainage plans for lots with natural or constructed drainage ways through the lot shall keep and accommodate the existing drainage ways. Drainage plan must be approved by the Architectural Control Committee.

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1. 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 thereon. No garage, carport, shed, tent, trailer, mobile home, basement or temporary building shall be used for temporary or permanent residence.

2. No pre-built or major pre-built or modular portion, other than roof trusses or floor joists, shall be erected, placed, moved on or maintained on any lot or lots at any time.

3. In Deer Park Meadows, Units 7, 8, 9, 11, 12, 14 and 15, all structures must have a slanting roof with a minimum of four in twelve pitch. Roofing material must be fire treated wood shakes, architectural grade composition shingles, tile or standing seam colored metal. All roofing materials must be fire rated. Variances below the minimum pitch required or variances for other types of roofing material may be granted by the Committee. Currently, many superior quality tile metal and polymer materials may be acceptable and the Committee shall reserve the right to approve new and other materials as they are developed.

4. After the property owner begins construction, with the required committee approvals, or causes construction to begin, of a residence containing and/or using a mechanical 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.

5. Samples of the proposed treatment of all exposed wood surfaces or stucco to be incorporated in the finished home or other structures shall be submitted at a size of 2 foot square for siding and 1 lineal foot of trim board. When wood siding or wood trim is used on the exterior of structures the proposed final finish of the exposed wood surfaces shall not be left untreated and shall be treated with translucent or semi-pigmented paint in subdued colors. If any change in exterior surfaces or roofing materials is chosen after original Committee approval of plans, these changes must be re-submitted for approval before work commences.

6. Approval by the Committee of such plans, specifications and locations of buildings shall be endorsed on all sets of plans and specifications, and two sets thereof shall be returned to the person submitting the same, with one set to be on site at all times and one set shall be retained by the Committee.

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7. 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 the Committee prior to commencement of such repairs and/or redecoration.

8. 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, painted, altered or maintained not 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, painted, 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, painting, alterations and maintenance shall be deemed to have been undertaken without the approval of Committee.

9. 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, air vents, roof and chimney vents, exposed flashing and roof edging shall be primed and painted in a color approved by the Committee.

10. The native ground cover and growth on each lot shall not be harmed, destroyed or removed from any of the lots in said subdivisions, 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 drawn to scale landscaping plan must be submitted before any planting or landscaping plan will be considered for approval by the Committee, with a maximum of 1200 square feet of cool-season sod/lawn allowed or as approved by the Committee. There is no limit to warm-season native grass square footage.

11. Fences will not be allowed on front, back or side lines of platted lots. Appropriate tennis court or swimming pool enclosures or dog/cat runs may be allowed on lots by the Architectural Control Committee at its discretion.

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

13. All plans and specifications for a residence or other building or other permitted structures shall be prepared by a draftsman, licensed architect or registered engineer or be submitted to and approved by the Committee.

14. Each lot/tract owner is required to provide all underground connection to utilities. A variance may be granted at the sole discretion of the Committee.

15. All single family dwellings, exclusive of garage, carport, patios, terraces and porches, shall be constructed or maintained with a heated living area of not less than 1500 square feet on the ground floor, unless a variance is granted by the Committee, based upon adverse circumstance or purchase of lot previous to date of 1994 Covenant ratification.

16. Construction of parking space for three (3) standard size automobiles (not compact size) must be provided on each lot by the property owner. Parking spaces must be used instead of on-street parking. Upon written application to the Architectural Control Committee prior to construction, a variance may be granted from said parking requirement. (Recreational vehicle parking, see Article VIII.)

17. All driveways 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, conforming to a minimum width of fourteen feet (14'). All driveways shall be surfaced with crushed rock, asphalt, concrete, brick or comparable material. A minimum six inches of compacted base course is required under crushed rock, double oil penetration asphalt and hot mixed asphalt surfaced driveways. Culverts for driveways must meet road design standards and be installed according to County standards. Further, all driveways in Units 7 and 8 shall provide access from the private road or cul-de-sac to the lots in Units 7 and 8. Driveways shall not provide access in the above numbered units from county roads.

. Platted access roads must be installed in accordance with the subdivision regulations of Lincoln County.

. When the construction of a dwelling is commenced upon any lot the owner or owners thereof shall proceed, with all reasonable diligence, the completion thereof and shall complete the construction thereof within twelve (12) months from the date

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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. If completion of construction is likely to extend beyond the one year time frame, a request for continuance must be presented to and approved by the Committee within one month from the date of expiration. If an extension is not submitted and approved, owner and or contractor will be subject to any appropriate levy made against the Refundable Deposit as approved by the Committee.

20. No exposed concrete block is allowed on any lot. Concrete block must be stuccoed and painted to blend or stuccoed and color-coated to blend with existing exterior as approved by the Committee.

21. No old or second-hand building shall be moved on any lot in Alto Village; and no second-hand materials shall be used in the construction of any building thereon.

22. All new 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 sound device 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 sound device shall be mounted so as to be clearly audible from the nearest public road. Additionally, a 10-pound multi-purpose dry chemical fire extinguisher shall be mounted in the garage in an easily accessible location. A 2-pound multi-purpose dry chemical fire extinguisher shall be mounted in the kitchen or in an easily accessible location.

23. No Camper, RV, trailer, mobile home or boat shall be kept on a lot except within an enclosed building which is part of and attached to the main building. The trailer, mobile home, boat, camper, equipment, etc. must be fully enclosed and may not be in view from any other lot or street. All existing situations will be addressed by the Committee on a case-by-case basis.

24. All outdoor swimming pools constructed on residential lots shall be provided with a removable cover whose height shall not exceed eighteen (18"0) inches above the adjacent grade. Said covers shall be designed to minimize water evaporation, discourage children, pets, and foreign objects from the pool. No other type pool covers shall be permitted. Swimming pools that may be permanently enclosed shall be designed so that when viewed from the exterior, said enclosure shall appear to be a single family residence, indistinguishable from the main residence on the lot. A swimming pool within any residence shall require specific prior approval of the Committee for its review of

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the impact on the exterior appearance of the residence. All outdoor swimming pools are required to have security fencing approved by the Committee.

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

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

(B) 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 properties.

26. The Committee shall act with all due promptness. In the event the Committee shall fail to approve or to disapprove any matters submitted to it hereunder within forty-five (45) days from such submission, then the submission shall be deemed to have been approved and this section of these restrictive covenants shall be deemed to have been fully complied with.

VI. SETBACKS:

No structure shall be erected, constructed, placed or maintained on any lot nearer than the designated setbacks (measured from that portion of the structure closest to the property line including deck, overhang and approved dog runs) described below, except that upon written application to the Committee, if in the opinion of the Committee and the configurations and topography permit, a variance may be considered from said setbacks. No construction shall be allowed within any easement, including drainage easements.

<u>SUBDIVISION</u>	<u>UNIT</u>	<u>BLOCK</u>	<u>LOTS</u>	<u>FRONT</u>	<u>BACK</u>	<u>SIDE</u>
DPM	7-15	all	except where noted	30ft	30ft	20ft
DPM	7		1 & 2	30ft	15ft	0ft
DPM	11		12	30ft	15ft	20ft
DPM	13		8, 9 & 10	30ft	15ft	20ft

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VII. PROHIBITED USES/ACTIVITIES:

1. No brush, trash or other materials shall be burned. No bonfires or incinerators are permitted.

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

3. No wire fencing shall be used in the subdivisions. No windmills or wind chargers shall be erected upon any lot.

4. 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. No offensive lighting or directional glare from lighting is permitted.

5. No signs, advertising or bill boards of any kind shall be erected and/or exhibited in any manner on or above the lots in any subdivisions unless otherwise designated or without prior written approval of the Committee or its authorized agent. The issuance of approval shall be within the sole discretion of the Committee or its duly authorized agent. The Committee, its heirs and assigns, reserves the right to remove any signs posted without the written approvals required herein.

(A) One sign by owner for identification purposes is permitted for each lot.

(B) Permitted signs designated below may not exceed the maximum size of two hundred, sixteen (216) square inches and must be placed at least ten (10') feet back from the front property line of the lot.

(1) One "FOR SALE" or "FOR RENT" sign is permitted for each lot.

(2) One sign designating the particular general contractor is permitted for each lot, temporarily, during construction.

(3) One "OPEN HOUSE" sign, and/or one directional sign if location requires it, may be permitted through request forms provided by the Architectural Control Committee.

6. Permitted and prohibited activities:

(A) No television, radio antennas or satellite dishes located upon or above any lot or upon any residences shall be permitted.

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(B) No radio or television signals shall be permitted to originate from any lot or street.

(C) No small triangular flags or advertising banners or small flags attached to rope, wire, string or flag pole may be exhibited upon any lot at any time. The Committee reserves the right to remove any such small banners or "attention-getting" devices.

(D) No outside laundry, laundry poles or lines shall be permitted.

(E) A garage shall be used for residential purposes only by the owner or occupants of the lot upon which the garage is located.

(F) The design of any mail box or newspaper box erected or maintained upon any lot shall be subject to the approval of the Architectural Control Committee.

(G) No garbage, refuse, junk, trash or obnoxious or offensive material 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 area, accepted by the Committee, so that they shall not be visible from any adjoining lot or any street. Each home owner shall furnish and maintain his lot with at least two garbage cans of not less than twenty gallons nor more than thirty gallons capacity in underground 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 Lakes Water Corporation.

(H) No animal or fowl of any description shall be raised, housed or kept on any lot, unless as designated below, except that two (2) dogs, two (2) cats or other household pets that are of such a 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. All dogs must be accompanied and leashed when off owner's premises.

(I) No outdoor-type toilet shall be erected or maintained in the subdivision (other than a chemical toilet to be used during construction). 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 right of way on which a lot abuts, it shall be incumbent upon the then lot owner to establish connection with said sewer

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system and thereafter to make use of the same to the exclusion of any other sewage disposal system. Provisions for a variance may be granted by the Architectural Control Committee due to adverse circumstance.

(J) No work or exploration for any minerals, drilling for water or any minerals, mining 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, and except for Alto Lakes Water Corporation, which may drill for water as approved by the Office of the State Engineer, the land owner and with proper permits.

(K) 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.

VIII. PARKING:

If at some future time, a secured facility is made available for Alto property owners, all recreational vehicles (campers, RV's, boats, trailers, etc.) will be required to be parked and /or stored at such facility, or within an enclosed building which is part of and attached to the main building. VISITOR RV parking, off-street, on any lot may be for no more than seven (7) days. Property owner shall not permanently park nor cause, nor permit to remain in view for more than twenty-four (24) hours any personal recreational mobile vehicle, boat, trailer, etc. In no event may any recreational vehicle be occupied or lived in while parked on a lot.

IX. MEMBERSHIP REQUIREMENTS:

(1) One social membership in ALTO LAKES GOLF & 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 or each lot in said subdivision.

(2) 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,

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designated in writing by such corporation. 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.

(3) The owner or purchaser of record of each membership lot in said subdivisions shall pay to the CLUB or it's trustee the membership dues imposed in accordance with the By-Laws and also in accordance with the proper amendments to those By-Laws. In the event any such dues become delinquent for thirty (30) days, the CLUB or it 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. Such lien shall be foreclosed in the manner provided by New Mexico law for the foreclosure of a materialman's lien.

(4) 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 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 3 hereof and made a lien on said lot and foreclosed as therein set forth.

(5) The social or regular membership in the CLUB held by any owner or purchaser of a lot in said subdivisions shall not be transferred, pledged, hypothecated or alienated in any way except upon the sale of such lot or dwelling unit and then only to the new purchaser of such lot or dwelling unit. 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 or dwelling unit shall fail or refuse to transfer to the purchaser of such lot or dwelling unit the social or regular membership the seller holds with respect to such lot or dwelling unit, 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.

FILED
CAMERA OPERATOR

SEPTEMBER 16, 1994
DATE OF FILMING

908

X. MISCELLANEOUS:

(1) These covenants 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 a simple majority of the then owner or owners of the lots in the subdivisions has been recorded agreeing to change said restrictions in whole or in part or releasing any portion of the property in said subdivisions from any one or more, or all, of said Restrictive Covenants.

(2) These covenants may be amended, in whole, or in part, by an instrument, signed by at least a simple majority of the then owner or owners of the lots in Deer Park Meadows Units 7 through 15, agreeing to the amendment, which instrument shall be recorded in the office of the clerk of Lincoln County.

(3) 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.

(4) Any prior acts of the Board of Directors and the Architectural Control Committee regarding "approval" of any previously non-conforming exterior materials currently in place or variances granted is ratified. All prior construction which is in compliance with the covenants is grandfathered under these covenants.

(5) The said subdivision is hereby designated and declared 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 48 and South of Fort Stanton Road near the junction of those two roads.

WITNESS our hands and seals this 24TH day of AUGUST, 1994.

ALTO LAKES GOLF & COUNTRY CLUB, INC.

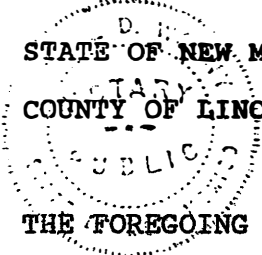
[Signature]
By: President

ATTEST:

[Signature: William F. Hughes]

Secretary

STATE OF NEW MEXICO)
COUNTY OF LINCOLN)



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24TH DAY OF AUGUST, 1994, BY RONNIE PAULGER, PRESIDENT AND WILLIAM F HUGHES, SECRETARY

APRIL 8, 1995
My Commission Expires:

[Signature: Cheryl H. Dwyer]
Notary Public

[Signature: T. H. Deane]
CAMERA OPERATOR

SEPTEMBER 16, 1994
DATE OF FILING