

STATE OF NEW MEXICO, County of Lincoln, ss This instrument was filed for record on the
24th day of June, 1985 at 9:28 o'clock A.M. and recorded in Book No.
100, page 258-285 of the Misc. records of Lincoln County.

FRAN SIDDENS, County Clerk

By:

Rec.# 85-06332

Fees: \$ 20.00

Deputy

SECOND AMENDED
RESTRICTIVE COVENANTS
DEER PARK MEADOWS SUBDIVISION: UNITS 7-21
(BEING A PART OF ALTO VILLAGE)

The undersigned, being the owner of fifty (50%) percent of the lots located in DEER PARK MEADOWS Subdivision, Units 7 through 21, a Subdivision in Lincoln County, New Mexico, a plat of which was recorded and filed in Cabinet D, slides 105, 106, and 107, in the Office of the County Clerk of Lincoln County, New Mexico, on December 14, 1982, does hereby consent and agree that the following Second Amended Restrictive Covenants shall be in full force and effect upon all the property within said DEER PARK MEADOWS Subdivision, Units 7 through 21, from the 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 Paragraphs 1.B., 1.C., and 1.D. of these covenants. There shall be no commercial use, time share sales, or "right to use" sales of any residential or other lots or any structures thereon in Units 7 through 21 of DEER PARK MEADOWS Subdivision. A structure "one story in height" is herein defined as a structure with the top of the roof ridge no higher than twenty-one (21') feet above the first floor level and which shall not have any finished floor level of any room, loft, or other area higher than twenty-four (24") inches above the highest existing grade level of the undisturbed natural earth at any point on the perimeter of the exterior wall of said structure. Basement or habitable rooms are permitted beneath the finished floor level

Chadota D. Suddens
6/26/85

COUNTY CLERK

DATE OF FILING

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of any structure one story in height, provided the structure is built in accordance with the above defined dimensional requirements and restrictions applicable to structures one story in height. Walls of the basement cannot extend beyond the wall line of the walls enclosing the above described finished floor. No windows or glass doors will be allowed in any portion of the basement walls except in areas of the basement walls where the natural grade of the undisturbed earth adjacent to the basement wall is eight (8') feet or more below the level of the above described finished floor. In no case may the above described finished floor level be more than six (6') feet above the lowest point of elevation of the finished surface of the ground within the area between the building and a line five (5') feet from the building for more than fifty (50%) percent of the total perimeter of such finished floor; nor shall the above described finished floor level at any point be more than twelve (12') feet above the lowest point of elevation of the finished surface of the ground within the area between the building and a line five (5') feet from the building. No structure more than one story in height shall be built on the following lots:

| | |
|----------------------------------|----------------------------|
| Unit 7 - All Lots in Unit | Unit 14 - Lots 1, 2 and 3 |
| Unit 8 - All Lots in Unit | Unit 15 - All Lots in Unit |
| Unit 9 - All Lots in Unit | Unit 16 - All Lots in Unit |
| Unit 10 - All Lots in Unit | Unit 17 - All Lots in Unit |
| Unit 11 - All Lots in Unit | Unit 18 - All Lots in Unit |
| Unit 12 - All Lots in Unit | Unit 19 - All Lots in Unit |
| Unit 13 - Lots 1, 2, 3, 4, 9, 10 | Unit 20 - Lots 1, 2, 3, 4, |
| | Unit 21, Lots 1 and 4. |

No structure more than one story in height shall be built on the lots listed below if any part of the structure is built on or North of the one story limit line as shown on the plat. Multi-story structures are permitted if the entire structure is built South of the one-story limit line as shown on the plat:

Unit 13 - Lots 5, 6, 7, 8
 Unit 14 - Lots 4, 5, 6, 7, 8, 9
 Unit 20 - Lots 5 and 9
 Unit 21 - Lots 2 and 3.

Multi-story structures may be allowed on all other lots not noted above. All structures will adhere to the square footage requirements as detailed in Paragraph 18 of these covenants.

1-A. Units 7, 8, 10, 12, 13, 17, 18, 19 and 20 are Planned Unit Developments, and each lot owner 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, 10, 12, 13, 17 and 20 have either a private park or a private road or both, as shown on the plat and/or

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 CHAS. A. PUCHNER
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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 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 Village Services Corporation. No dwelling or garage shall be constructed on a private park. No structure over one story in height (see definition of one story structure beginning on line eleven of Paragraph 1) shall be constructed on a park. Approved structures are tennis courts, swimming pools, dressing rooms, hot tubs, whirlpool type baths, gazebos, or picnic pavillions. All landscaping, structures and appurtenances shall be in accordance with these covenants and shall be approved by the Architectural Control Committee or Successor Committee. The type, cost, accessibility, method of operation, maintenance requirements, and design of all improvements to the private park areas shall be subject to approval by a vote of the owners of all lots within the Unit involved, if such improvements are not constructed by the developer as provided herein. For the purposes of this paragraph, a vote of seventy-five (75%) percent of the owners shall be required to approve said improvements. Additionally (see Paragraph 3-P.), the plans for all improvements must be prepared by a licensed architect specifically for the property to be improved prior to submission to the Architectural Control Committee or Successor Committee. The costs of real estate taxes, construction, operation, and maintenance shall be borne equally by the lot owners in any given Unit and assessed. The developer reserves the right to begin the construction of facilities or improvements on a park lot prior to the sale of more than fifty (50%) percent of the lots in any given Unit, and upon the completion of said facilities or improvements, the owners of the said lots shall thereafter equally share all costs of real estate taxes, repair, operation, and maintenance relative thereto as provided in the Further Covenants.

1-D. Units 7, 8, 10, 12, 13, 17, 18, 19, and 20, 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

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CRAIG OPERATOR
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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 developer reserves the right prior to the sale of more than fifty (50%) percent of the lots in a given Unit to construct an entrance structure within the easements provided for in said Unit, as well as perimeter fences and gates around each of the private park areas. The maintenance of said structure shall, thereafter, be borne equally by all lot owners within the said Unit. In addition, subject to the approval of seventy-five (75%) percent 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 seventy-five (75%) percent of the lot owners in any given Unit, a mechanical closure gate or other device may be installed across the entrance to said Unit. The developer reserves the right to begin the construction of any or all of the above improvements prior to the sale of more than fifty (50%) percent of the lots in the Unit, and the owners of the lots in the Units will thereafter share equally all costs of real estate taxes, repairs, operation and maintenance relative thereto. Plans for the aforesaid improvements shall be prepared by a licensed architect, and submitted to the Architectural Control Committee for approvals prior to construction, unless the improvement is installed by the Developer.

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

- Unit 9 - North Boundary of Lot 6
- Unit 15 - North Boundary of Lot 8 adjoining Unit 9; North boundary of Lots 1 and 9; East boundary of Lot 9, West boundary of Lot 1;
- Unit 16 - Portion of North boundary of Lot 10, not adjoining Unit 15; North boundary of Lots 11 and 12.

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

- | | |
|--------------------------|---------------------------------|
| Unit 8 - Lots 1 and 14; | Unit 16 - Lots 1 and 13; |
| Unit 8 - Lots 1 and 6; | Unit 17 - Lot 1, 2, 17, and 18; |
| Unit 10 - Lots 1 and 4; | Unit 18 - Lot 1; |
| Unit 13 - Lots 1 and 10; | Unit 19 - Lots 1 and 8; |
| Unit 15 - Lots 1 and 9; | Unit 20 - Lots 1 and 9. |

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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; and Lots 19, 20, 21, and 22 of Unit 17. No structure, enclosure, or fence may be constructed on or in said easements, 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, 8, 10, 13, 17, 18, 19, and 20. 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.

1-G. Lakeside Corporation hereby reserves the sole right to vacate the plat, or any portion thereof, of Units 7 through 21 and replat the property so replatted as a separate Subdivision not associated in any way with or a part of Alto Village, prior to the sale of any lot in any given Unit.

1-H. Prior to the sale of lots within each of Units 7 through 21, the developer may reserve easements for water well drilling and/or water tank storage sites as to any Unit in which a lot has not been sold. If water well sites and easements are filed of record, individual waste disposal systems must be located at least 100 feet from the outer casing of the 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 lot or lots in Deer Park Meadows Subdivision, Units 7 through 21, for the purpose of conducting sales or resale of lots and/or residential Units in Alto Village and adjacent real property. The Developer's right to maintain a sales office shall

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expire when all lots are sold in Units 7-21 of Deer Park Meadows Subdivision.

3. There is hereby created an Architectural Control Committee (hereinafter sometimes referred to as the "Committee") of one or more persons which will be composed of M. H. Blaugrund or any person or persons appointed by him or by Lakeside Corporation. The Committee will have architectural control over all Association lots and all other lots before such lot is sold by Lakeside Corporation. After Lakeside sells a single-family lot in Deer Park Meadows Subdivision, Units 7 through 21, the Committee as to such lot will thereafter be 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. Such Committee shall be referred to as the "Successor Committee". The Board of Directors of Alto Lakes Golf and Country Club, Inc. shall have the right to remove any member of the Successor 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 for the Successor Committee. The Successor Committee shall also be the Committee if M. H. Blaugrund dies or if he ceases to own a majority of the stock in Lakeside Corporation.

The Successor Committee and any independent architect, land planner, or engineer consulted by the Successor Committee, shall be entitled to charge the then lot owner a sum not to exceed \$500.00 for services performed relating to the approval of plans submitted for any one (1) building, in accordance with these covenants. The \$500.00 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 published by the Bureau of Labor Statistics of the U.S. Department of Labor.

3-A. No improvement of any kind, including, but not limited to, a dwelling house, garage, carport, outbuilding, swimming pool, retaining wall or paving of any kind, shall be erected, constructed, placed, moved on or maintained on any lot or lots, and no digging or cutting of trees or grading or constructing of driveways shall be undertaken on any lot, lots, parcel or portion thereof previously sold by Lakeside Corporation, or its assigns, nor shall any alterations, additions, charges, or repairs be made to the exterior of a previously approved improvement unless prior to the commencement of any construction of improvements, alterations, additions, changes or repairs or digging or cutting of any trees, or grading or construction of driveways or any other similar work three (3)

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Cynthia Duchesne
DATE OF FILMING 6/26/85

complete sets of the plans and written specifications thereof, and one (1) color rendering of the front elevation of the proposed improvement or work shall have first been submitted to the Successor Committee in writing for its approval in writing.

(a) The three complete sets of plans plus the one (1) color rendering of the front elevation of the proposed improvement or work being submitted for architectural approval shall include and/or be accompanied by:

(1) Each set shall include a professionally drawn to scale topographical one foot interval plot plan which shall fix the location of all proposed improvements, garbage containers, butane tank (if any) the square footage of each level of heated area of the main structure and the set backs from all property lines. Setbacks shall be measured from the portion of the structure closest to the property line such as the edge of the roof overhang or the edge of any deck.

(2) 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 7-21, 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.

(3) Further, the plot plan shall show the location of sewage treatment facilities such as the septic tank and drain field lines as well as written specifications for the type of sewage treatment.

(4) Three sets of a professionally drawn landscape plan (required only if any but natural growth or present natural ground cover is proposed - see Paragraph 3-K. of these Covenants). The availability of water from Alto Village Services Corporation for watering any such landscaping must be established in writing from Alto Village Services Corporation before any such landscaping plans can be approved by the Successor Committee.

Chasota Duckworth 6/26/85
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(5) Samples of exterior finishes as defined in Paragraph 3-C. below.

3-B. There shall be no use on the exterior siding of structures of metal, plastic, vinyl, wood shakes, wood shingles, manufactured composite wood fiber products, logs, shingles of any type, pebble veneers, formica, or glass other than for doors, windows or greenhouses in Units 7 through 21 of Deer Park Meadows Subdivision. There shall be no use of any artificial or simulated rock on the exterior of any building in Deer Park Meadows Subdivision, Units 7 through 21.

3-C. When wood siding or wood trim is used on the exterior of structures in Deer Park Meadows Subdivision, Units 7 through 21, the final finish of the exposed wood surfaces shall not be left untreated and shall be treated in either or both of the two following ways:

(a) The exposed wood surfaces may be treated with translucent stain or other transparent finish in a manner that will leave the full natural wood color, grain and texture of the wood completely visible to the eye at a viewing distance of twenty (20) feet from the surface.

(b) The exposed wood surfaces may be treated with a pigmented stain or finish which shall allow the natural wood grain and texture of the wood to be visible to the eye at a viewing distance of three (3) feet from the exposed surface.

The names of the manufacturers of the approved finish types and uses of paints, stains and pigmented stains, colors and finish designation names and numbers furnished by said manufacturers that will be permitted and are approved are listed in Paragraph 3-D.

Samples of the exterior siding and of the finishing treatment of all exposed wood surfaces that are proposed to be used on the outside of all structures shall accompany the three sets of plans and other items required by Paragraph 3-A.(5). Siding samples shall be at least two feet square. Trim board samples shall be at least two feet in length. Other manufacturers stain or paints may be proposed to be substituted as an equal type and color provided that two separate sets of samples of the siding, trim, and other exposed surfaces shall be submitted. The first set of samples shall be finished using stains or paints selected from the manufacturers' types and colors listed hereunder. The second set of samples shall be finished using paints or stains of the proposed substitute manufacturers' types and colors. To be approved as an equal type or color, the sample using the substituted manufacturers' type and color must appear to be identical in translucency, color, and

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exposure of grain to the control sample finished with the approved manufacturers stain or finish as listed below in Paragraph 3-D. The Committee shall be the sole judge as to whether the control sample and the proposed substitution samples are identical.

Paint or other types of opaque color treatments of stucco, plaster, concrete, doors, window frames, and flashing surfaces is permitted. Integrally colored stucco is recommended. The use of paint or other opaque color treatments on exposed wood surfaces other than doors, window frames and flashing is specifically prohibited. The names of the manufacturers of the approved types of stains and finishes, and the types and color designations furnished by said manufacturers that will be permitted are listed in Paragraph 3-D.

3-D. The following manufacturers* whose types and color designations of stains, pigmented stains, paints and other surface treatments are listed below are hereby approved, for use in Units 7 through 21 of Deer Park Meadows Subdivision. The following list may be amended from time to time by Developer with additions and deletions:

(a) TRANSPARENT FINISH OR STAIN. Permitted finish for exterior exposed wood surfaces.

(1) Any clear or completely transparent finish whose manufacturer warrants a reasonable period during which the finish will neither peel or weather to a different than original color.

(b) SEMI-TRANSPARENT STAIN. Permitted finish for exterior exposed wood surfaces.

| | |
|------------------------|---------|
| (1) Weathered White 77 | (BM-1)* |
| (2) Canyon Gray 74 | (BM-1)* |
| (3) Natural Pine 52 | (BM-1)* |
| (4) Sea Gull Gray 72 | (BM-1)* |

*For Manufacturer's name, color and finish number see last portion of Paragraph 3-D.

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- (5) Ready-mixed stain -
6114 Weathered (VC-1)*
- (6) Custom Color - Stone Hedge (VC-1)*
- (7) Custom Color - Beige Gray (VC-1)*
- (8) Custom Color - Golden Sand (VC-1)*
- (9) Custom Color - Chamois (VC-1)*
- (10) Custom Color - Olive Branch (VC-1)*
- (11) Custom Color - Harvest Gold (VC-1)*
- (12) Custom Color - Green Gold (VC-1)*
- (13) Kleartone - 71183 Walnut (VC-1)*
- (14) Kleartone - 61181 Pecan (VC-1)*
- (15) Coconut WS-8 (SW-1)*
- (16) Copper Green WS-21 (SW-1)*
- (17) Sassafras WS-18 (SW-1)*
- (18) Chestnut WS-6 (SW-1)*
- (19) Oakleaf WS-13 (SW-1)*
- (20) Sycamore WS-12 (SW-1)*
- (21) Golden Pine WS-10 (SW-1)*
- (22) Hickory WS-11 (SW-1)*
- (23) Blue Shadow WS-14 (SW-1)*
- (24) Cedar Bark WS-9 (SW-1)*
- (24) Applewood WS-3 (SW-1)*
- (25) Butternut WS-7 (SW-1)*
- (26) Sourwood WS-19 (SW-1)*
- (27) Moss Olive WS-25 (SW-1)*
- (28) Hawthorne WS-4 (SW-1)*
- (29) Rustic Brown WS-1 (SW-1)*
- (30) Sherwood Green WS-22 (SW-1)*

(c) PIGMENTED FINISHES AND STAINS Permitted finish
for exterior exposed wood surfaces.

- (1) Shore beige C33 (VC-2)*
- (2) Prairie buff C30 (VC-2)*
- (3) Safari C27 (VC-2)*
- (4) Pumice Stone C31 (VC-2)*
- (5) Mountain Haze C24 (VC-2)*
- (6) Windjammer C48 (VC-2)*
- (7) Timberline Moss C8 (VC-2)*
- (8) Meadow Sage C9 (VC-2)*
- (9) Late Wheat C34 (VC-2)*
- (10) 0133 - Red Cedar (SC-2)*
- (11) 0144 - Driftwood Gray (SC-2)*
- (12) 0134 - Mission Brown (SC-2)*
- (13) 0151 - Sagebrush (SC-2)*
- (14) 0135 - Oak Brown (SC-2)*
- (15) 0167 - Dune Gray (SC-2)*

*For Manufacturer's name, color, and finish number see last
portion of Paragraph 3-D.

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 CHABOTTA, D. J.
 CHABOTTA OPERATOR
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| | | |
|------|-----------------------|---------|
| (16) | 0137 - Cordovan Brown | (SC-2)* |
| (17) | 0180 - Redwood | (SC-2)* |
| (18) | 0140 - Spruce Blue | (SC-2)* |
| (19) | 0185 - Barn Red | (SC-2)* |
| (20) | Salem Red (Oil Only) | (SW-2)* |
| (21) | Summerhouse Beige | (SW-2)* |
| (22) | Avocado | (SW-2)* |
| (23) | Wilderness Green | (SW-2)* |
| (24) | Woodsmoke Gray | (SW-2)* |
| (25) | Juniper Blue | (SW-2)* |
| (26) | Driftwood | (SW-2)* |
| (27) | Desert Wood | (SW-2)* |
| (28) | Woodbriar | (SW-2)* |
| (29) | Lodge Brown | (SW-2)* |

(d) PAINT AND OPAQUE COATINGS Permitted finish
for stucco, plaster and concrete.

| | | |
|------|---------------------|---------|
| (1) | Driftwood 111 | (EL-1)* |
| (2) | Beige 105 | (EL-1)* |
| (3) | Buckskin 106 | (EL-1)* |
| (4) | Adobe 116 | (EL-1)* |
| (5) | Wax BM 76-1 | (SW-4)* |
| (6) | Pebble Tan BM 72-28 | (SW-4)* |
| (7) | Gravel BM 73-12 | (SW-4)* |
| (8) | Wood Bin BM 73-27 | (SW-4)* |
| (9) | Nut Shell BM 72-30 | (SW-4)* |
| (10) | Rush Brown BM 72-19 | (SW-4)* |

(e) PAINT AND OPAQUE COATINGS Permitted finish
for trim, doors and window frames.

| | | |
|------|------------------|-----------|
| (1) | Cottage Red | (BM-4)* |
| (2) | Navajo White | (BM-4)* |
| (3) | Charcoal Slate | (BM-4)* |
| (4) | Colonial Yellow | (BM-4)* |
| (5) | Newport Blue | (BM-4)* |
| (6) | Platinum Gray | (BM-4)* |
| (7) | Sandpiper | 2 (BM-4)* |
| (8) | Provincial Olive | (BM-4)* |
| (9) | English Ivory | (BM-4)* |
| (10) | Tudor Brown | (BM-4)* |

* For Manufacturer's name, color, and finish number, see last portion of Paragraph 3-D.

2 Not available in Moore's House Paint 110.

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 Charles D. Anderson
 CHIEF OPERATOR
 DATE OF FILMING 6/26/85

| | |
|---------------------------------------|-----------|
| (11) Sylvan Green | (BM-4)* |
| (12) Amber Gold | 3 (BM-4)* |
| (13) Tobacco Brown | (BM-4)* |
| (14) Black | 2 (BM-4)* |
| (15) Winthrop Yellow | (BM-4)* |
| (16) Sandrift | (BM-4)* |
| (17) Lynchburg Green | (BM-4)* |
| (18) Blues BM-78-25 through BM-79-32 | (SW-3)* |
| (19) Greens BM-76-17 through BM-78-24 | (SW-3)* |
| (20) Reds BM-71-17 through BM-71-32 | (SW-3)* |
| (21) Yellows BM-76-10 through BM-74-8 | (SW-3)* |
| (22) Browns BM-73-10 through BM-81-4 | (SW-3)* |
| (23) Grays BM-80-10 through BM-80-31 | (SW-3)* |

* For Manufacturer's name, color, and finish number, see last portion of Paragraph 3-D.

2 Not available in Moore's House Paint 110.

3 Not available in MoorGlo Latex House & Trim 096.

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BM Benjamin Moore Co., Montvale, NJ
 BM-1 Moorewood Semi-Transparent Stain and Wood Preservatives
 BM-2 Moorewood Solid Color Exterior Stain - 080
 BM-3 Benjamin Moore Natures Rustic Shades Moorewood Exterior Stains.
 BM-4 Benjamin Moore Trim/Accent colors available in MoorGard Latex House Paint 103; MoorGlo Latex House & Trim Paint 096; and Moore's House Paint 110

 VC Valspar Corporation, Consumer Coatings Division, Minneapolis, MN.
 VC-1 Valspar The New Naturals Semi-Transparent Oil Wood Stains
 VC-2 Valspar The New Naturals Solid Tone Oil and Latex Wood Stains

 SW Sherwin Williams Co., Cleveland, Ohio
 SW-1 Sherwin Williams Oil-Base Exterior Semi-Transparent Stain
 SW-2 Sherwin Williams Exterior Solid Oil Base Stains
 SW-3 Sherwin Williams Beau Monde II Exterior Color
 SW-4 Sherwin Williams Exterior House Paint Colors for Stucco, Plaster and Concrete

 SC Samuel Cabot, Inc., Boston, Massachusetts
 SC-2 Samuel Cabot's Semi-Solid Stains

 EL El Rey Stucco Co., 4100 1/2 Broadway, SE, Albuquerque, N.M. 87102
 EL-1 El Rey Stucco

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3-E. All structures must have a slanting roof with a minimum of four in twelve pitch. Roofing material must have the appearance of and be installed in a similar manner to heavy red cedar handsplit shakes. Concrete tiles whose color is dark brown or a color and thickness similar to weathered cedar shakes are permitted. Fiberglass tiles similar in appearance and thickness to weathered heavy red cedar shakes may be used as a roofing material. In addition, genuine heavy red cedar handsplit shakes may be used but only those heavy cedar handsplit shakes whose specifications meet or exceed those set forth by the Red Cedar Shingle and Handsplit Shake Bureau of Bellevue, Washington for number one grade, handsplit red cedar shakes. More specifically, for the purpose of these covenants, heavy handsplit red cedar shakes are described by the following minimum specifications:

(1) Individual red cedar shakes shall measure a minimum size of three-quarter inches thick by twenty-four inches long by four inches wide or wider (3/4" x 24" x 4", or wider).

(2) All applications of red cedar handsplit wood shakes to roofs shall be in accordance with suggested specifications for red cedar shakes as published by the Red Cedar shingle and Handsplit Shake Bureau of Bellevue, Washington.

3-F. After property owner begins construction, with the required Successor 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 thereafter construct or cause to be constructed, plant, grow, or install any new objects, new structures, plants or new trees that will cause an obstruction to their neighbors' property and the low winter sun angle which is critical for their neighbors' mechanical or passive solar system. Further, the property owner and/or owners, their heirs and assigns, shall be bound to abide and comply with existing or future County, State, and Federal laws and regulations relating to solar systems.

3-G. Approval, when made by the Successor Committee, of such plans, plot, and drainage plan, specifications and locations of buildings shall be endorsed on all three (3) sets of plans and specifications, and two (2) sets thereof, after approval shall be returned to the person submitting the same, and the other set shall be retained by the Successor Committee.

3-H. 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 to file in writing the color scheme of such proposed work as well as a wood stain and/or

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finish color sample (in accordance with requirements in Paragraphs 3-C. and 3-D. above) with the Successor Committee and have the same approved in writing by it prior to commencement of such repairs and/or redecoration.

3-I. After such plans and specifications and other data submitted have been approved by the Successor Committee, no improvements 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 improvements 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 Successor Committee, such erection, construction, placing, alteration, and maintenance shall be deemed to have been undertaken without the approval of the Successor Committee.

3-J. Buildings or structures shall not be constructed of a building material that will cause the sunlight to be reflected therefrom (glass where reasonably required excepted); 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/or blending color.

3-K. The native ground cover and growth on each lot or park shall not be harmed, destroyed or removed from any of the lots or parks in said Subdivision, except as may be necessary for the construction and maintenance of roads, driveways, residences, garages and other buildings or recreational facilities in the parks. 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 Successor Committee as to lots previously sold by Lakeside and by the Committee as to all parks and all other lots. 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 the Committee or the Successor Committee if the lot has been sold by Lakeside.

Crabtree Duckworth
6/26/85

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3-L. Except as hereinabove set forth in Paragraph 1-D., 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 Meadows, Units 7 through 21.

3-M. Retaining walls shall be permitted on Lots 9 through 22, Unit 14, and Lots 5 through 14, Unit 21, of Deer Park Meadows, but only if the exposed portion of the retaining wall does not extend higher than six (6) inches above the retained earth.

3-N. Package sewage treatment plants, if required, shall be designed by a New Mexico Registered Engineer, and approved by the New Mexico Environmental Improvement Division and a Registered Engineer employed by the Successor Committee.

3-O. 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.

3-P. All plans and specifications for a residence or other building or other permitted structures shall be drawn and prepared for the specific lot by an architect licensed in any of the fifty states of the United States.

3-Q. 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 and/or Successor Committee, but only where a lot is heavily treed and is serviced at its boundary by overhead power.

3-R. Residences constructed upon the following lots shall orient the front of the dwelling to the cul de sac along the radial axis of the cul de sac:

Unit 7 - All lots in Unit
Unit 8 - All lots in Unit
Unit 10 - Lots 2, 3, 4
Unit 13 - All lots in Unit
Unit 17 - Lots 2 through 17, 19, 20, 21, and 22
Unit 18 - All lots in Unit
Unit 19 - Lots 3 through 7
Unit 20 - Lots 1 through 8.

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3-S. The Committee and/or the Successor Committee may withhold its approval for any of the following reasons:

(a) Noncompliance with any of the specific conditions and restrictions contained or referred to in these Restrictive Covenants.

(b) Reasonable dissatisfaction of the Successor Committee with the proposed 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 and drainage plan by which it is proposed for the structure to be sited and drained), 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.

3-T. The Successor 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 forty five (45) days from such submission, then the submission shall be deemed to have been fully complied with.

3-U. No lot shall be subdivided into smaller lots or parcels of land than as shown on the recorded plat of Deer Park Meadows Subdivision, Units 7 through 21. For the purpose of these restrictions, if one owner shall own two (2) or more adjacent lots and agrees in writing to construct only one residence on the combined lots, such adjacent lots may be considered to be one (1) lot with the setbacks to be measured from the perimeter thereof. Further, if two (2) or more adjacent lots are under common ownership, the owner thereof may elect, by written notice to the Successor Committee, to develop them as a single lot for the purposes of these restrictions but not for the purpose of Club memberships, nor in derogation of the obligations set forth in the respective Declaration and By-Laws of the respective Planned Unit Developments, provided, however, that at the time such election is made, the owner of such lots shall be given the option to cancel his second and/or more club memberships and be able thereafter to pay his club membership dues for only one (1) lot if he gives written notice to Lakeside and the Club cancelling such second or more club memberships. If no notice is given at that time, the owner and his successors in interest will be required to continue to pay Club membership dues relating to the Club membership on each of the lots so combined for building purposes.

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4. No structure shall be erected, constructed, placed, or maintained on any lot nearer than thirty (30) feet to the front lot lines, or nearer than twenty (20) feet to the side lot lines, nor nearer than thirty (30) feet to the back lot lines. Except that upon written application to the Successor Committee, if in the sole opinion of the Successor Committee the configurations of the lot and topography permit, a variance may be granted from said setbacks. For the following lots, the front setback shall be a specifically permitted minimum of 10 feet:

Lots 9 through 22, Unit 14
Lots 5 through 14, Unit 21

For the following six (6) lots only, the rear lot line set back only will be a specifically permitted minimum of fifteen (15) feet:

Lots 1 and 2, Unit 7;
Lot 12, Unit 11;
Lots 8, 9 and 10, Unit 13.

No construction or plantings shall be allowed within any easement in any Unit including drainage easements, except for the Cedar three-rail perimeter fences permitted by Paragraph 1-D. for any Unit, and except for structures permitted by the recorded drainage easement.

5. No pre-built home or major pre-built portion of a home shall be erected, constructed, placed, moved on, or maintained on any lot or lots at any time. 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, recreational vehicle, trailer, mobile home, or boat shall be kept or parked on a lot or tract except within an enclosed building which is part of and attached to the main building. The trailer, recreational vehicle, mobile home, boat, camper, etc., must be fully enclosed and may not be in view from any other lot or street.

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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 Successor Committee is obtained for a longer construction time prior to the commencement of such construction and endorsed in writing as to the extension of time on the original three sets of plans.

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 Successor 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 agencies.

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

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:

14-A. Antennas. No television dish, television dish, or any other type of television antenna or radio antenna or other electronic device shall be located on any residential lot or upon any of the part of the outside of any structure situated on any lot. An antenna variance may be granted by the Successor Committee at its sole discretion, but only if the Successor Committee can be absolutely assured that the proposed antenna will be completely hidden (by a Successor Committee approved method) and the antenna not be visible from any other lot, home, or street.

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14-B. Electronic Signals. No radio or television signals nor other form of electronic signal or energy shall be permitted to originate from any lot which may interfere with the neighbors' electronic garage door or security system, or unreasonably interfere with the reception of television or radio signals upon any other lot.

14-C. Flags. No flags shall be flown or used except on national or state designated holidays. No small triangular flags or advertising banners of small flags attached to rope, wire or string may be exhibited upon any lot at any time. The Committee, the Successor Committee and/or Lakeside Corporation, its successors or assigns reserve the right to remove any such small banners or "attention getting" series of banners or flags.

14-D. Laundry. No laundry or clothesline upon or above any lot or on the outside of any residence shall be permitted to be visible from any adjoining lot or streets in the Subdivision.

14-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.

14-F. Mail Boxes and Newspaper Boxes. The design, material and finish of any mail box or newspaper box to be erected or maintained upon any lot shall first be subject to the written approval of the Successor Committee. The Committee, the Successor Committee and/or Lakeside Corporation, its successors or assigns reserve the right to remove any mail box or newspaper box not so approved.

14-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.

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.

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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 in walled-in or properly enclosed areas so that they shall not be visible from any adjoining lot or any street. Butane/propane tanks must meet the specifications of and must be installed in accordance with the regulations set forth by the Liquid Petroleum Gas Bureau of the Construction Industries Division of the State of New Mexico. The butane/propane tank shall not be visible from any adjoining lot or street. Each owner shall furnish, install and maintain on his lot at least two (2) garbage cans of not less than twenty (20) gallon capacity each nor more than thirty (30) gallon capacity, these garbage can containers must be buried underground, except for approximately the top 3" of the garbage container and the lid. The buried garbage container shall be located immediately adjacent to the driveway. 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 Committee and/or Successor Committee reserves the right to order the removal of any animals which may become objectionable to the residents of other lots. No horses may be kept on any lot in Deer Park Meadows Subdivision, Units 7 through 21, at any time. No horses may be ridden on any private street or cul-de-sac in Deer Park Meadows Subdivision, Units 7 through 21.

17. No outdoor-type toilet (except for the first nine months of construction of the first improvements) shall be erected or maintained in this 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

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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:

1,750 square feet minimum of heated area on ground floor on all lots of Deer Park Meadows Subdivision, Units 7 through 21. The Successor Committee may at its sole discretion, on lots with a slope of more than twelve (12%) percent, give written approval for a lesser minimum but in no case less than 1,500 square feet of heated area on the ground floor or entry floor, and only if the principal dwelling house will contain a total of at least 2,500 square feet of heated area. A garage is required on all lots in Units 7 through 21 except the following lots:

Lots 9 through 22, Unit 14
Lots 5 through 14, Unit 21.

18-A. A parking area (exclusive of the garage) for three (3) 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.

(a) Upon written application to the Successor Committee prior to the beginning of construction, a variance (at the Successor Committee's sole discretion) may be granted from said parking requirements on the following lots only:

Lots 9 through 22, Unit 14,
Lots 5 through 14, Unit 21.

18-B. All driveways in Units 7, 8, 10, 13, 17, 18, 19, and 20 must be surfaced with two inch (2") thick hot mixed asphalt or concrete, either asphalt or concrete surface over a minimum of an eight inch (8") thick compacted base course. When

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constructing a concrete driveway it shall be a minimum of four (4") inches thick and shall be reinforced by steel mesh or steel rebar. Further, all driveways in Units 7, 8, 10, 13, 17, 18, 19 and 20 shall provide access from the private road or cul-de-sac to the lots in Units 7, 8, 10, 13, 17, 18, 19 and 20. Driveways shall not provide access in the above numbered units from county roads.

18-C. All other driveways shall be surfaced with crushed rock, asphalt or concrete. A minimum eight (8") inch thick compacted base course is required under crushed rock, double oil penetration asphalt, or two (2") inch hot mixed asphalt surfaced driveways. Culverts of new material for driveways must meet road design standards and be at least eighteen (18") inches in diameter. If any portion of such culvert is uncovered or exposed, the exposed portion must be primed and painted dark brown or black.

18-D. 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, gravel, rocks, and other debris from washing down onto the street below.

18-E. A driveway permit signed by an authorized county employee must be secured from the Lincoln County Road Department before any driveway construction is begun. Except in Units 7, 8, 10, 13, 17, 18, 19, and 20, a county driveway permit is not required because the roads are not county roads. Specific written approval by the Successor Committee as to driveway and culvert size and design shall be approved and endorsed on house plans before any improvements or construction is begun.

18-F. No free standing walls, fences, screens, or entrance gates of any type shall be permitted other than the perimeter fencing and entrance gates described in Par. 1-D. A retaining wall shall not project higher than eight (8") inches above the adjacent retained earth.

19. All outdoor swimming pools constructed on residential lots shall be provided with a removable cover whose height shall not exceed eighteen (18") 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

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Chas. A. D. 6/26/85
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the lot. Swimming pools within a residence shall require specific prior approval of the Successor Committee for its review of the impact on the exterior appearance of the residence.

20. 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.

21. 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 from the fee of any lot or lots.

22. No signs, advertising, or billboards of any kind shall be erected and/or exhibited in any manner on or above the lots in Deer Park Meadows Subdivision, Units 7 through 21, without prior written approval of the design, material, and finish of the sign from Lakeside Corporation or its authorized agent. The issuance of any approval shall be within the sole discretion of Lakeside Corporation or its duly authorized agent. If approval is granted for a sign, it may be no larger than 100 square inches. The sign must be made of wood which shall be sealed with a clear sealer or light color stain, but the carved lettering shall be stained or painted a dark brown or black. Any sign except those described in Paragraph 22-A, must be placed at least twenty (20) feet from the front property line of the lot, and the top of the sign shall be no higher than four feet above the ground. House number or house number signs shall be permitted when a numbering scheme is approved by proper authorities, and shall first be submitted to the Successor Committee for approval of size, type, material, and color. Lakeside Corporation, its successors and assigns, reserves the right to remove any signs posted without the written approvals required herein. Open house signs are specifically prohibited and shall not be erected and/or exhibited in any manner on or about the lots in Deer Park Meadows Subdivision, Units 7 through 21.

22-A. The following signs are specifically permitted and are not subject to approvals required by Paragraph 22:

(a) Street signs as first selected by the Developer. The Developer's successors, and assigns shall faithfully carry out and install the same color scheme, material, and type of signs if the Developer has not installed all street signs in Units 7 through 21 of Deer Park Meadows Subdivision.

Charlotte D. [Signature]
6/26/85

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(b) Entrance gate signs installed by Developer shall be the size, material, and type of lettering chosen at the sole discretion of the Developer. The Developer's successors and assigns shall faithfully carry out and install the same color scheme, material, and type of sign, if the Developer has not installed all entrance gate signs in Units 7 through 21 of Deer Park Meadows Subdivision.

(c) Lot number identification aluminum round caps (1-1/2 inch diameter) on lot corner rebar survey stakes on all lots in Units 7 through 21, Deer Park Meadows Subdivision.

(d) Lot number identification signs (no larger than 72 square inches) on all lots with trees in Units 13, 14, 20, and 21, Deer Park Meadows Subdivision.

23. The keeping and riding of horses will not be allowed in Deer Park Meadows Subdivision, Units 7 through 21, nor shall any horses be ridden on any private street or cul-de-sacs in Deer Park Meadows Subdivision, Units 7 through 21.

24. 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, except when lots are combined as provided in Paragraph 3-S. above.

Notwithstanding any other multiple ownership of a single lot, a Club membership shall be issued to only one (1) individual owner or purchaser and his or her spouse. If the owner or purchaser is a corporation, one (1) membership shall be issued to one (1) individual officer of said corporation and his or her spouse, designated in writing by such corporation, provided that one (1) 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.

25. 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 all amendments to those 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

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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 materialmen's lien, and posting a copy of the 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 materialmen's liens.

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, whichever is appropriate 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. Should any lot owner, including any Unit Association as owner of the Association's lot in that Unit, fail to maintain the premises and the improvements situate thereon in a manner satisfactory to Lakeside and/or the Committee, its successors or assigns, the said Committee, its successors or assigns, shall have the right (but absolutely no duty) to enter upon any such lot or lots or parks and private roads, and to repair, maintain, rehabilitate, and restore the premises and the exterior of any improvements situate thereon, and the cost thereof shall be charged against the respective owners and made a lien on said lot and foreclosed in the manner provided by New Mexico law for the foreclosure of mechanic's and/or materialmen's liens. In addition, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

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CHIEF OPERATOR
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28. These covenants covering Units 7 through 21 of Deer Park Meadows Subdivision are to run with the land and shall be binding upon Lakeside and all persons claiming under it, it's 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 (3/4ths) of the then owners of the lots in the Subdivision has been recorded, agreeing to change said restrictions in whole or in part, or releasing any portion of the property in said Subdivision from any one (1) or more, or all, of said Restrictive Covenants. These covenants can be amended at any time as to any or all Units by an instrument in writing filed by Lakeside Corporation as long as Lakeside Corporation owns not less than fifty (50%) percent of the lots in the Unit or Units to be affected by such amendment. These covenants can be amended at any time as to any or all Units by an instrument in writing filed by Lakeside Corporation together with other lot owners who, combined with Lakeside, own not less than seventy-five (75%) percent of the lots in the Unit or Units to be affected by such amendment. Further, Lakeside Corporation reserves the right, without the joinder of any other property owners in Deer Park Meadows Subdivision, Units 7 through 21, to amend from time to time Paragraph 3-C. herein (which sets out and describes acceptable colors, stains, and other exterior colors) up to December 31, 1993.

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 Committee, the Successor 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. Invalidity 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

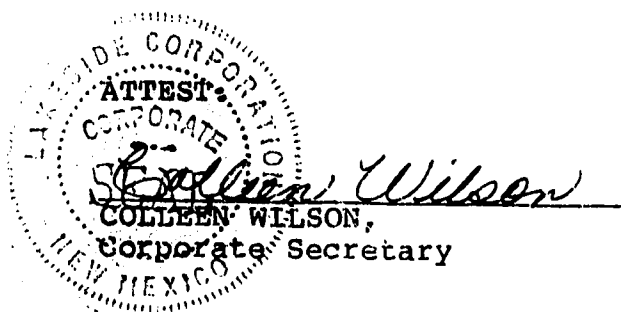
CERTIFICATION
All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Documents, verification on file at this agency. These documents are routinely microfilmed as a necessary operation in the generation of an inviolate document file.
Cristina Duchesne
CHIEF CLERK
6/26/85
DATE OF FILMING

recreational community located North of the Village 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 ITS HAND AND SEAL this the 22nd day of June, 1985.

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 the 22nd day of June, 1985, by M. H. BLAUGRUND, President of LAKESIDE CORPORATION, a New Mexico Corporation, for and on behalf of said corporation.

Celia J. Nelson
NOTARY PUBLIC

My Commission Expires:

8/29/88

CERTIFICATION
All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely microfilmed as a necessary operation in the preservation of an inviolate document file.

Charlotta Duchesne
FILM OPERATOR
6/26/85
DATE OF FILMING