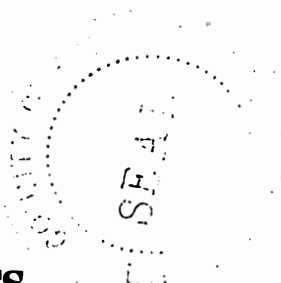


STATE OF NEW MEXICO } SS
COUNTY OF LINCOLN }
Recorded this 18th day of
July, 19 94, at 11:35 A.M.
In the Lincoln County Records.
Book 1994-10, Pages 821-840
Martha W. Proctor
Lincoln County Clerk
By: Opal Hill Deputy
Re. # 94-06172 Fee: \$ 45.00



UNIFIED COVENANTS

ALTO LAKES GOLF & COUNTRY CLUB, INC.

CERTIFICATION
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CAMERA OPERATOR

Rita A. Bana

DATE OF FILMING

July 19 1994

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**UNIFIED RESTRICTIVE COVENANTS FOR ALL SUBDIVISIONS
LOCATED IN ALTO VILLAGE, LINCOLN COUNTY, NEW MEXICO**

CERTIFICATION

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Alta A. Berra
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July 19, 1994
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**UNIFIED RESTRICTIVE COVENANTS FOR ALL SUBDIVISIONS
LOCATED IN ALTO VILLAGE, LINCOLN COUNTY, NEW MEXICO**

I. INTRODUCTION:

A. APPLICABILITY: These restrictive covenants are applicable to and shall burden the following described subdivisions located in Lincoln County, New Mexico:

1. Alto Lakes Golf & Country Club, ("ALG & CC") Units 1, 2, 3, 4, 5 and 7, as described in the plats thereof filed and recorded in the office of the Lincoln County Clerk in Cabinet _____ Slide _____ on _____, 19____; Tube No. 289 on August 9, 1967; Tube No. 305 on April 9, 1968; Tube No. 328 on November 12, 1968; Tube No. 344 on July 8, 1969; Tube No. 365 on March 9, 1970; and Tube No. 404 on April 29, 1971.

2. Lake Side Estates, ("LS") Unit 1, as described in the plats thereof filed and recorded in the office of the Lincoln County Clerk in Cabinet _____ Slide _____ on _____, 19____, and in Tube No. 243 on April 5, 1966.

3. Sierra Blanca, (SB) Unit 3, as described in the plats thereof filed and recorded in the office of the Lincoln County Clerk in Cabinet _____ Slide _____, on _____, 19____; Tube No. 295 on October 10, 1967; and in Tube No. 403 on April 29, 1971.

4. High Mesa, ("HM") Units 1, as described in the plats thereof filed and recorded in the office of the Lincoln County Clerk in Cabinet _____, Slide _____ on _____, 19____; Tube No. 382 on August 25, 1970; Tube No. 405 on April 29, 1971; Tube No. 467 on October 6, 1972, and in Cabinet No. D, Slide No. 239-240 on May 7, 1984.

5. Deer Park Woods, ("DPW") Units 1, 5, 7 and 8 as described in the plats thereof filed and recorded in the office of the Lincoln County Clerk in Cabinet _____, Slide _____ on _____, 19____; in Cabinet E, Slide 253, on June 25, 1992; Tube No. 599 on October 28, 1977; Tube No. 720 on December 1, 1980, and in Cabinet E. Slide 226 on July 29, 1991.

6. Deer Park Meadows, ("DPM") Unit 1, as described in the plats thereof filed and recorded in the office of the Lincoln County Clerk in Cabinet _____, Slides _____ on _____, 19____; and Cabinet D, Slides 51 and 52 on December 17, 1981; and in Cabinet D. Slides 105, 106 and 107 on December 14, 1982.

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Alto A. Bann

July 19 1994

B. **REPEAL OF EARLIER COVENANTS:** Any and all 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 subdivisions 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 in Book _____ at pages _____.

II. **ENFORCEMENT OF COVENANTS:**

1. These restrictive covenants are for the benefit of any and all of the owners of the real property within 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 within that subdivision, 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 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.

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Patricia A. Bann
CAMERA OPERATOR

July 19 1994
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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 buildings such as servant quarters, garages and carports customarily used in connection therewith. All structures will adhere to the square footage requirement unless a variance is authorized by the Committee. The Committee may withhold its approval based upon topographical and/or configuration considerations. No business or profession, manufacturing operation, commercial enterprise, or public or commercial amusement enterprise shall be conducted, operated or maintained on any lots, unless designated below as commercial/light commercial and unless the approval of the Committee is granted.

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.

THE FOLLOWING PARCELS MAY BE USED FOR THE DEVELOPMENT OF MULTI-FAMILY USE, CONDOMINIUMS, TOWNHOUSES AND APARTMENTS. If said lots are developed as condominiums, apartments or high density units and the individual units thereof are sold, one membership in Alto Lakes Golf & Country Club shall be issued to one owner of each unit thereof in accordance with the provisions of these Restrictive Covenants pertaining to single family lots, and in accordance with the By-Laws of the Club.

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W. A. Bess
CAMERA OPERATOR

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<u>SUBDIVISIONS</u>	<u>UNIT</u>	<u>BLOCK</u>	<u>LOTS</u>	<u>MAXIMUM DENSITY/UNIT</u>
ALG & CC	2	7	1-17	
ALG & CC	3	11	4	
ALG & CC	4	14	1 -7	
ALG & CC	5	14	29-43	
ALG & CC	5	16	1-8	
DPV	2		68	DEDICATED PARK
DPW	5		TRACTS	
SB	1	1	53,54,55	

The lots designated below may be used for multi-family use, condominiums and apartments and in addition may, with the prior approval of the Architectural Control Committee, be used for motel sites or other commercial and utility usage.

<u>SUBDIVISIONS</u>	<u>UNIT</u>	<u>BLOCK</u>	<u>LOTS</u>	<u>MAXIMUM DENSITY/UNIT</u>
SB	1	2	1-8	

The lots designated below may be used for higher density of up to, but not to exceed, 10 units to the acre for multi-family type use including condominiums, cluster housing with green belts and apartments. This multi-family higher density zoning is to be granted at the sole discretion of the Architectural Control Committee.

<u>SUBDIVISIONS</u>	<u>UNIT</u>	<u>BLOCK</u>	<u>LOTS</u>	<u>MAXIMUM DENSITY/UNIT</u>
SB	3	10	1-20	10 UNITS/ACRE

THE FOLLOWING PARCELS MAY BE USED FOR LIGHT COMMERCIAL DEVELOPMENT. The type of use of the following lots for Commercial and Light Commercial purposes will be determined by the Architectural Control Committee, and no business shall be begun without the written consent of the Committee.

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 CAMERA OPERATOR Pat A. Bess
 DATE OF FILMING July 19, 1994

<u>SUBDIVISION</u>	<u>UNIT</u>	<u>BLOCK</u>	<u>LOTS</u>
ALG & CC	4	12	45-52
HM	3	12	18
SB	2	7	4-15

THE FOLLOWING PARCELS MAY BE USED FOR COMMERCIAL PURPOSES. The type of use for commercial purposes of these designated lots will be determined by the Architectural Control Committee, and no business shall be begun without the written consent of the Committee.

<u>SUBDIVISION</u>	<u>UNIT</u>	<u>BLOCK</u>	<u>LOTS</u>
SB	1	2	1-8
SB	2	4	33,34
SB	2	7	1,2,3 & 28

THE FOLLOWING PARCELS MAY BE USED FOR CONSTRUCTION, OPERATION AND USE OF ADMINISTRATIVE OFFICES AND FOR FACILITIES FOR ALTO LAKES WATER CORPORATION AND/OR SECURED RECREATIONAL VEHICLES/TRAILER STORAGE/PARKING.

<u>SUBDIVISION</u>	<u>UNIT</u>	<u>BLOCK</u>	<u>LOTS</u>
DPM	1		1,2,& 3

THE FOLLOWING PARCELS MAY BE USED FOR CONDOMINIUMS, TOWNHOUSES, APARTMENTS, MOTEL AND/OR CONVENIENCE STORE. If any designated lots are developed as condominiums or apartments and the individual units thereof are sold, one membership in Alto Lakes Golf & Country Club shall be issued to one owner of each unit thereof in accordance with the provisions of these Restrictive Covenants pertaining to single family lots, and in accordance with the By-Laws of the Club. Structures in Unit 6 of DPM may have as many as four (4) stories.

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SUBDIVISION	UNIT	BLOCK	LOTS	MAXIMUM DENSITY/UNIT
DPM	6		1,2,& 3	10 UNITS/ACRE
DPV	7		174,175,176	100 UNITS

THE FOLLOWING PARCELS DESIGNATED AS EQUESTRIAN ESTATE LOTS ARE HEREBY LIMITED TO THE STABLING OF NOT MORE THAN TWO (2) HORSES PER LOT, 4 HORSES PER TRACT OR NO HORSE ON LESS THAN TWO (2) ACRES WHERE NOTED. THERE MUST BE AN OCCUPIED RESIDENCE ON THE LOT.

SUBDIVISION	UNIT	BLOCK	LOTS	ON PREMISES	RIDING
DPW	2	TRACTS		2/2 ACRES	ON PREMISE
DPW	4	TRACTS	23	2/2 ACRES	ON PREMISE
DPW	4	TRACT	24A	2/2 ACRES	ON PREMISE
HM	3	6	89	2/LOT	ON PREMISE
HM	3	12	19,21 & 22 21 & 22	2/LOT	ON PREMISE
HM	3	13	1	2/LOT	ON PREMISE
HM	3		EQUESTRIAN TRAILS		

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 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

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July 19 1994

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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.

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. All structures must have a slanting roof with a minimum of four in twelve pitch. Roofing material specifications, including weight, must meet current Committee standards and be fire rated. Variances below the minimum pitch required or variances for other types of roofing material may be granted by the Committee.

4. In Deer Park Meadows, Units 1 through 6, and Deer Park Woods, Unit 7, all structures must have a slanting roof with a minimum of four in twelve pitch. Roofing materials must be fire-rated wood shakes or architectural grade composition shingles, or standing seam colored metal roofs approved by the Committee. All roofing materials must be fire rated. Variances below the minimum

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Alta A. Bann

July 19 1994

829

pitch required or variances for other types of roofing material may be granted by the Committee.

5. In Deer Park Woods, Units 1 through 6 and 8, all structures must have a slanting roof with a minimum of four in twelve pitch. Roofing material specifications, including weight, must meet current Committee standards. Wood shake shingles shall not be installed unless they meet the required fire treatment standards. 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.

6. In Deer Park Meadows, Units 1 through 6, Deer Park Valley, Units 1 through 9 and Deer Park Woods, Units 1 through 8, 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.

7. 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.

8. 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.

9. 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.

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10. 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.

11. 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.

12. 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.

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

14. 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.

15. 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 submitted and approved by the Committee.

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Alta A. Bann

July 19 1994

16. 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.

17. 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 Unified Covenant ratification.

18. 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.)

19. 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 surface driveways. Culverts for driveways must meet road design standards and be installed according to County standards.

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

21. 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 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.

22. 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.

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DATE OF FILMING

Alvin H. Bunn

July 19, 1994

23. 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.

24. 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 on the structure 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.

25. 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, or equipment 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.

26. 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.

27. 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

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Blu A Base

JULY 19 1994

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.

SUBDIVISION	UNIT	BLOCK	LOTS	FRONT	BACK	SIDE
ALG & CC	1	1,2,3		30ft	15ft	5ft
ALG & CC	1	4	except as noted	5ft	40ft	5ft
ALG & CC	1	4	18,20,21,22	5ft	30ft	5ft
ALG & CC	1	4	5,19	5ft	15ft	5ft
ALG & CC	2	all		15ft	30ft	15ft
ALG & CC	3	all		15ft	30ft	15ft
ALG & CC	4	all		15ft	30ft	15ft
ALG & CC	5	all		20ft	30ft	20ft
ALG & CC	6	all		20ft	30ft	20ft
ALG & CC	7	all		30ft	30ft	20ft
DPM	1-6	all		30ft	30ft	20ft
DPV	1-9	all		30ft	30ft	20ft
DPW	1-5	all		50ft	30ft	20ft
DPW	6	all		30ft	30ft	20ft
DPW	7	all		50ft	30ft	20ft
DPW	8	all		50ft	30ft	20ft
HM	1	all		30ft	30ft	20ft
HM	2	all		30ft	30ft	20ft
HM	3	all		30ft	30ft	20ft
HM	4	except as noted		20ft	15ft	15ft
HM	4		12,13,14,15,31,32,36, 32,36,37,38,39,40,41, 42,45,46,47,48,52,53,54	10ft	15ft	15ft

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Alta A. Bae
CAMERA OPERATOR

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SETBACKS, CONT.

<u>SUBDIVISION</u>	<u>UNIT</u>	<u>BLOCK</u>	<u>LOTS</u>	<u>FRONT</u>	<u>BACK</u>	<u>SIDE</u>
HM	4		17,18,19,27,28,29,30	10ft	15ft	10ft
LS	1	all		50ft	15ft	15ft
LS	2	all		30ft	15ft	15ft
SB	1	all		5ft	15ft	5ft
SB	2	all		5ft	15ft	5ft
SB	3	all		20ft	30ft	20ft

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 be 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. The issuance of approval shall be within the sole discretion of the Committee. The Committee 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.

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(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.

(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 a walled-in area, approved 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 (2) garbage cans of not less than twenty (20) gallons nor more than thirty (30) 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.

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July 19, 1994

(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 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, 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 or trailers) 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 or trailers. In no event may any recreational vehicle be occupied or lived in while parked on a lot.

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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 of 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, 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 its 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 its trustee may send a written notice of such delinquency to the lot owner or purchaser by regular mail addressed to his last address as shown on the records of the CLUB; and, if the delinquent dues are not paid within thirty (30) days after such notice has been mailed, the amount of such delinquent dues shall be and become a lien on the said lot when the CLUB or its trustee has caused to be filed or recorded in the office of the Recorder of Lincoln County an affidavit of the nonpayment of such dues or assessments in the form of a materialman's lien. 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

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CAMERA OPERATOR

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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.

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 ALTO VILLAGE, excluding Deer Park Meadows Units 7 through 15, has been recorded agreeing to change said restrictions in whole or in part or releasing any portion of the property 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 ALTO VILLAGE, excluding 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 subdivisions are 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.

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W. A. Bann
CAMERA OPERATOR

July 19 1994
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WITNESS our hands and seals this 15TH day of JUNE, 1994.

ALTO LAKES GOLF & COUNTRY CLUB, INC.

Frances Richardson

By: President

ATTEST:

John T. West

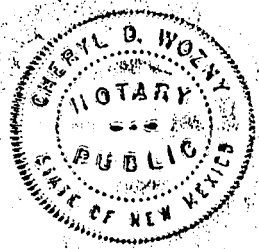
Secretary

STATE OF NEW MEXICO)
COUNTY OF LINCOLN)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15TH DAY OF JUNE, 1994, BY FRANCES RICHARDSON PRESIDENT, ALTO LAKES GOLF & COUNTRY CLUB, INC.

APRIL 8, 1995
My Commission Expires:

Cheryl D. Wozny
Notary Public



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Pat A. Bann
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