

STATE OF NEW MEXICO } Filed for record in the Clerk's office this 14th day of May  
COUNTY OF LINCOLN } A.D. 19 82 11:10 o'clock A.M. and recorded in Book 79  
Misc. 1  
Records on page 1-10 Jane McSwane By *Caryl Anderson*  
Rec. #75376 Fee \$7.00 County Clerk Deputy

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



