

BERRENDO MEADOWS - UNIT THREE

Roswell, (Chaves) New Mexico

P.T. PRODUCTIONS, INC. a New Mexico corporation that address of which for purposes hereof is 400 West Second Street, Roswell (Chaves) New Mexico 88202-0344 (said corporation and its successors or assigns being hereafter referred to as "Developer"), the Developer of, and Paul H. Taylor, III, 400 W. Second Street, Roswell, New Mexico 88202 (individually and his successors, heirs, and assigns being hereafter referred to as "Owner"), the owner of the following described real property in the City of Roswell, County of Chaves, State of New Mexico:

Lots 1,2,3,4,5,6,7,8,9, and 10 Berrendo Meadows - Unit Three, a subdivision in the City of Roswell, County of Chaves and State of New Mexico, as shown on the Official Plat filed in the Chaves County Clerk's Office on 8 July 2002 and recorded in Book W of Plat Records, at Page 36;

does hereby make and establish for said real property (the "Lots"), the following covenants and restrictions ("Restrictive Covenants") which are to run with the land and which shall be binding on all parties hereto, and all persons claiming by, through, or under such parties hereto, and all persons claiming by, through or under such parties until January 1, 2027 at which time the restrictive covenants shall be automatically renewed and extended for successive periods of ten years each, unless, within Twelve (12) months prior to January 1, 2027, or within Twelve (12) months prior to the end of each successive Ten (10) year extension as provided herein, the owners of a majority of the total number of Lots in the affected subdivision agree to change or amend said Restrictive Covenants in whole or in part by written declaration, in which case such changes or amendments shall become effective the next succeeding January 1:

I - LAND USE

The lots in the Subdivision shall be used exclusively for residential purposes, and no other use shall be made thereof. Neither the Lots nor the structures located thereon shall be used for any business of any kind, or for office use or for commercial activity of any kind. Improvements shall be limited to single family residential dwellings, and only One (1) such single family residence shall be permitted or constructed on any lot contained in the subdivision.

II-ARCHITECTURAL REVIEW COMMITTEE

The sole responsibility for architectural review and control shall be vested in the Developer and/or Owner, and in its sole discretion, the Developer and/or Owner may appoint a committee of Three (3) persons to act as a permanent Architectural Review Committee (hereinafter sometimes referred to as the "Committee"). A majority of the members of the Committee may designate a representative to act in the Committee's behalf, and in the event of death, resignation or failure of any member to serve; the remaining members shall designate a successor, subject to approval of the Developer and/or Owner. The Developer and/or Owner shall have the right to remove any member of the committee with or without cause at any time. Neither the members of this Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to these Restrictive Covenants.

III - APPROVAL OF PLANS

All plans for residential construction, walls, fences or other structures to be erected on Lots in the subdivision (including, but not limited to, initial construction and all exterior additions, repairs, or remodeling) must be submitted to the Architectural Review Committee for written approval prior to commencement of construction. Two (2) copies of all construction plans and specifications shall be submitted to the Committee, said plans to include minimum (i) foundation and grading plans, including upon request by the Committee, reports of soil testing and examination, (ii) elevation plans showing all sides of the structure, and indicating the type of building materials to be used (iii) floor plans, showing the size and the interior layout of all structures, (iv) a building plot plan indicating the

location of all buildings, fences, walls, swimming pools, underground utilities or other improvements. The Committee shall have the right to disapprove any plans and specifications submitted hereunder for one or more of the following reasons:

- a. The architectural design of the proposed improvements as show by said plans and specifications, including exterior materials, color scheme or location of any structure are not in harmony with the general surroundings or with existing or proposed building or structures on any lot within the subdivision.
- b. The quality of construction or method of construction as show by said plans and specifications are not compatible with existing or proposed buildings or structures within the subdivision.
- c. The plans and specifications submitted are not in sufficient detail or are incomplete.

The Architectural Review Committee will disapprove all plans submitted which do not comply with the provisions of these Restrictive Covenants. The final set of approval plans and specifications shall by initialed by the Committee chairman and Owner of the affected Lot or Lots. The decision of the Committee with regard to any plans or inquiries submitted to it shall be final. Neither the approval plans and specifications submitted hereunder, nor the failure to approve or disapprove plans and specifications submitted hereunder shall be deemed a waiver of any provisions of these Restrictive Covenants, unless such waiver is specifically permitted herein, is made in writing, is signed by the chairman of the Committee and makes specific reference to the covenants or restriction to be waived.

IV - FORM OF APPROVAL

Approval or disapproval by the Architectural Review Committee, as required in these restrictive covenants, shall be in writing. In the event the Architectural Review Committee or its designated representative fails to approve or disapprove any proposal submitted to it, within Thirty (30) days following receipt of such proposal, or in the event no suit to enjoin the proposal construction has been commenced by an other interested party prior to completion of such construction, approval will then not be required, and the person or persons completing such construction shall then be deemed to have acted in full compliance with the appropriate restrictive covenants. Approval of any proposed plan by the Architectural Review Committee shall not give rise to any warranty or representation by the Committee as to any aspect of the proposed construction.

V - PERMITTED AND REQUIRED STRUCTURES

The only structures permitted on each Lot in the subdivision shall be One (1) detached single family residential dwelling not to exceed Two (2) stories in height, One (1) enclosed garage, which garage shall be attached to the dwelling unless the Architectural Review Committee has been expressed in writing its prior consent to the construction of a detached garage, for not more than Four (4) automobiles, outbuilding(s) incidental to residential use, walls, fences, sidewalks, patios, and terraces. No carport shall be allowed on any Lot in the subdivision without prior unanimous approval expressed in writing by the Architectural Review Committee. The structure required on each Lot shall be a detached single family dwelling, and hereof, and sidewalks along all curb lines that conform in all respects to the City of Roswell Building Code in effect at the time of construction. Said sidewalks shall be Five (5) feet in width, and shall be located parallel and immediately adjacent to the curb.

No structure of a temporary character, including without limitation, a trailer, mobile home, tent, shack, garage, barn or other outbuilding of any nature whatsoever, nor any manufactured or prefabricated housing, nor any form of housing constructed elsewhere for the purpose of being moved onto the subdivision, shall be placed, erected, maintained or used upon any Lot as a residence or for any other purpose, either temporarily or permanently, except to the extent necessary and incident to construction of the permanent residential dwelling shall be removed from the Lot with Thirty (30) days following completion of the dwelling. The provisions of the section shall apply to all structures hereinbefore described, and any attempt by the owner of any Lot in the subdivision, or by anyone acting on behalf of such owner, to modify any temporary structure in an effort to circumvent the provisions of these restrictive covenants shall be prohibited. Prohibition extends to outbuildings that may ultimately be used as storage buildings, workshops or for any other purpose. Any such building

is prohibited unless prior approval by the Architectural Review Committee is granted.

VI - DWELLING SIZE REQUIREMENTS

With regard to the above described Lots, the single family dwellings required to be constructed thereon shall contain a total area of heated and air conditioned living space, exclusive of garages, porches, patios, basements, and outbuildings of not less than:

Lot 1	3,350 square feet	Lot 6	3,500 square feet
Lot 2	3,350 square feet	Lot 7	3,500 square feet
Lot 3	3,350 square feet	Lot 8	3,500 square feet
Lot 4	3,500 square feet	Lot 9	3,350 square feet
Lot 5	3,500 square feet	Lot 10	3,350 square feet

VII - SETBACK REQUIREMENTS AND BUILDING LOCATION

No building or structure shall be located on any Lot nearer than Forty (40) feet to the front Lot line, or Twenty-five (25) feet to rear Lot line, or nearer than Twenty-five (25) feet to any side street line. No dwelling shall be constructed nearer than Ten (10) feet to any side property line. For purposes of this section these Restrictive Covenants, eaves, steps and open porches shall not be considered a part of the residential dwelling; provided, however, that such eaves, steps or open porches may not exceed nearer than Seven (7) feet to an inside property line, nor shall this be construed to permit any portion of a residential dwelling to encroach upon existing utility easements.

The Developer reserves to itself and the Architectural Review Committee the right to alter or amend the requirements set forth in this section with respect to any Lot or Lots to which the Developer and/or Owner holds legal title, and the Developer and/or Owner further reserves the right to itself and the Committee to seek alteration or amendment of the requirements of this section if these Restrictive Covenants as to any Lot owned by any other person, after first obtaining the written consent of the owner or owners of such Lot or Lots. All such alterations or amendments shall be adopted in an instrument executed in recordable form, and such instrument shall then be recorded in the office of the County Clerk of Chaves County, New Mexico.

VIII - FENCING REQUIREMENTS

All Lot owners shall be required to construct a cinderblock fence at their expense, at least Six (6) feet in height, measured from ground level, on the rear Lot lines, said fence to be completed simultaneously with the completion of the residence, Lot owners shall then be responsible for the continued repair and maintenance of all such fences. In the event a Lot owner fails to construct or maintain the fences required hereunder, the Developer and/or Owner may construct or maintain such fence at the expense of the Lot owner; and in such event, in addition to all other remedies available hereunder for the enforcement of these Restrictive Covenants, the Developer and/or Owner shall have the right to cause a claim of lien to be recorded against the affected Lot until the owner reimburses the Developer and/or Owner for all cost of construction or maintenance hereunder.

As to those Lots in the subdivision from which garbage removal is accomplished through the use of a designated alley (see section XII below), the cinderblock fence constructed pursuant to this Section VIII shall contain an exit gate with a minimum side clearance of Four (4) feet, with gate swing to inside property lines, constructed of wood material or better and painted accordingly.

Fences constructed on portions of the Lots in the subdivision other than described in this section must be approved by the Architectural Review Committee prior to construction, and must be compatible with other fences in the subdivision. No chain link exterior fences shall be allowed.

IX - SIGNS

No signs, posters, or billboards of any character shall be erected, placed, permitted or maintained on any Lot or improvements thereon except (i) a name and address sign of not more than Two (2) square feet, and (ii) One (1) real estate sales sign of not more than Twelve (12) square feet, placed on a Lot by the owner thereof during construction or following completion of the single family dwelling to be

erected thereon. The prohibition of this section against signs shall not apply to the Developer and/or Owner.

X - CONSTRUCTION TIME LIMIT

Construction of the single family dwelling to be located on each Lot in the subdivision must be completed, and the dwelling ready for occupancy, no later than Eight (8) months following commencement of such construction. Construction shall not be deemed to have commenced until such time as plans and specifications have been approved by the Architectural Review Committee, a building permit has been issued by the appropriate authority, and site grading necessary for pouring a pad or foundation has commenced.

XI - UNFINISHED HOMES

No unfinished homes shall be permitted to remain upon any Lot in the subdivision for period exceeding Eight (8) months from the date of commencement of construction. No construction debris or trash shall be allowed to accumulate or remain on any Lot during the construction.

XII - BUILDING MATERIALS

Each residential dwelling (including but not limited to garages) to be built in the subdivision shall have a minimum of Seventy-five (75%) percent of the vertical walls (exclusive of doors and windows) of masonry veneer construction. As used herein, the term "Masonry veneer construction" shall mean brick or slump block over masonry or wood framing or other materials approved in writing by the Architectural Review Committee prior to construction. If compatible with the overall design of the dwelling, and upon prior unanimous approval of the Architectural Review Committee expressed in writing, the requirements of this section may also be satisfied by constructing Seventy-five (75%) percent of the vertical exterior walls (exclusive of windows and doors) of stucco over masonry or wood framing. In no event, however, shall exposed cinderblock walls or exposed concrete block walls be permitted for purposes of this section. All roofs shall be finished with ceramic or concrete tiles, shake or wood shingles, architectural design asphalt shingles or other material approved by the Architectural Review Committee prior to commencement of construction. Applicable roof structures shall have a minimum of Five (5) and Twelve (12) pitch. 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.

XIII - GARBAGE AND RUBBISH REMOVAL

All garbage and refuse containers maintained on any Lot shall be concealed from public view. Rubbish and garbage shall be kept in suitable containers and shall be placed in plastic bags or other suitable containers at curbside only on days specified by the City of Roswell, except as to those Lots in the subdivision for which garbage removal is accomplished by the City of Roswell through the use of a designated alley. When containers are placed at curbside for removal, such containers shall not be permitted to remain at curbside beyond the day on which such garbage is to be collected.

No rubbish or garbage may be dumped on Lots or any part of the subdivision. No burning of rubbish or garbage, nor any other open fires of any character whatsoever shall be permitted.

XIV - TOLERANCE

A maximum tolerance variation not to exceed Six (6) inches shall be allowed to accommodate mechanical variations in construction from the minimum distance requirements as to interior Lot lines, except that no such tolerance shall be permitted to extend into easements for utilities.

XV - NUISANCE OR OBJECTIONABLE ACTIVITY

No activity shall be permitted on any Lot within the subdivision, which shall be objectionable to the owner or owners of other Lots in the subdivision because of offensive noise, odor, lighting or appearance. No Lot may be used for the maintenance, repair or storage of disabled motor vehicles. No Lot shall be used in whole or part for the storage of rubbish of any character nor for the storage of any property or thing that will cause such Lot to appear unclean or be otherwise incompatible with

other Lots in the subdivision. Lot owners shall be required to maintain their property, landscaping and appearance of all structures located thereon in a manner compatible with other Lots in the subdivision. No radio or television signals shall be permitted to originate from any Lot or Street.

XVI - PETS AND LIVESTOCK

No Lot owner shall keep or permit to be kept more than Two (2) dogs and /or cats at any time, nor may any Lot owner be allowed to keep such dogs or cats for commercial breeding purposes. No Lot owner may keep on premises aggressive or threatening animals that include but are not limited to; pit bulls, rottweilers, chows, etc. No other animals, livestock or poultry of any kind or character shall be raised , bred or kept on any Lot within the subdivision.

XVII - EASEMENTS

Various Lots in the subdivision are subject utility and drainage easements in favor of the utility companies and the City of Roswell for the benefit of the public and the Lot owners in the subdivision, for the installation and maintenance of the services provided by Utility companies or the City of Roswell, and for surface water drainage. The locations of said easements are shown on the plat of the subdivision, which is hereby incorporated by reference as recorded. Each Lot owner shall keep said easements free and clear of all buildings and other obstructions except for perimeter fences (unless otherwise prohibited by these restrictive covenants) and no Lot owner shall be compensated in any manner whatsoever for use of said easements by the utility companies of the City of Roswell.

XVIII - LANDSCAPING

Lot owners shall not allow weeds, loose material, garbage and rubbish to accumulate on their Lots, and shall not allow inoperable vehicles to remain on the Lots, and shall do all things necessary and desirable in order to maintain their property in a neat and orderly condition.

Each Lot upon which a residential dwelling is constructed shall be landscaped by or on behalf of the owner of such Lot within Three (3) months following the occupancy of the dwelling constructed thereon and in accordance with plans approved by the Architectural Review Committee. All plans for landscaping shall be submitted to the Architectural Review Committee by or on behalf of the owner of each Lot for written approval prior to the commencement of landscaping. The design of any receptacle erected or maintained upon any Lot shall be subject to the Architectural Review Committee approval. The only mailboxes allowed in the subdivision will be the cluster boxes located on Lot 33.

XIX - ANTENNAS

No antenna will be permitted on any Lot other than One (1) ordinary television antenna, which shall be concealed from view from the street. No satellite and/or microwave receiver shall be allowed on any Lot unless permitted by unanimous approval of all members of the Architectural Review Committee. Any satellite or microwave receiver thus approved shall be treated as a structure, and shall be concealed from view from the street and adjoining property and be no greater than Thirty-six (36) inches in diameter. No ham operator antennas of any type shall be allowed.

XX - RESUBDIVISION

No resubdivision or replatting of any Lot in the subdivision shall be permitted after its purchase from the Developer and/or Owner unless such resubdivision or replatting is approved by the City of Roswell and the Architectural Review Committee. In the event the Developer and/or Owner allows a resubdivision upon the purchase of a Lot or Lots, thereby permitting a combination of One (1) Lot with another Lot or portion thereof in the subdivision for the purpose of constructing a single family dwelling unit, such combined Lots shall be considered a single Lot for the purpose of these Restrictive Covenants and shall be obligated to maintain the minimum square footage requirements of the largest Lot used in replatting.

All boats, trailers, motor homes, stock trailers, recreational vehicles and other similar vehicles or equipment shall be stored only in the enclosed garage required or permitted in Section V hereof; provided, however, that upon prior unanimous approval of the Architectural Review Committee, the vehicles contemplated in this Section XXI may be parked or stored upon a concrete slab constructed within the fenced area at the rear of any lot in the subdivision on which construction of the required residential dwelling is completed. Construction of the concrete slab contemplated herein shall be permitted only upon prior unanimous approval of the Architectural Review Committee providing such vehicles are concealed from view from the street and adjoining property.

In no event shall any vehicle contemplated in this Section XXI be parked in the driveway or elsewhere on the Lot or adjacent streets in the subdivision. Prohibited vehicles shall include, but not be limited to commercial vehicles, semi trailers, monster trucks or any vehicle construed to have a commercial or recreational purpose.

XXII - CLOTHESLINE

No clothesline or other similar structure shall be permitted on any Lot unless it shall be located in the backyard of any residential dwelling, and completely concealed from public view from the street and adjoining property.

XXIII - SERVITUDE FOR MAINTENANCE, OPERATION, REPAIR AND RECONSTRUCTION OF COMMON AREAS

It is acknowledged that the subdivision may contain certain areas for common enjoyment of all Lot owners in the subdivision, and it is further acknowledged that the maintenance and operation of these areas is necessary to achieve a uniform and pleasant environment beneficial to all Lots in the subdivision. Upon completion of all or any portion of these common areas, each owner of a Lot in the subdivision, his heirs and assigns, covenants and agrees to pay, upon demand by the Developer and/or Owner, his pro rata share of the cost to operate, (to include all utility charges) maintain, repair or reconstruct these common areas, including lighting, decorative road surfacing, signage, landscaping and improvements located thereon. Such pro rata costs allocable to any Lot owner shall be determined by the total number of Lots, at the time of any assessment, which are owned by anyone other than the Developer and/or Owner. The Developer and/or Owner shall in its sole discretion determine the need and extent of maintenance, repair or reconstruction, and will cause the same to be accomplished at reasonable intervals. The Committee shall notify each Lot owner of his respective pro rata share of such costs, and such Lot owner shall thereupon pay the same to the Developer and/or Owner. In the event any Lot owner fails or refuses to pay such pro rata share of these costs when the same becomes due, the amount thereof shall constitute a lien upon the Lot or Lots owned by said owner. In addition to any other remedies available for enforcement of these Restrictive Covenants, the lien provided for in this Section shall be enforceable by foreclosure proceedings, which may be initiated by the Developer and/or Owner, or any Lot owner in the subdivision. It is intended that the provisions of this section create a servitude upon each Lot in the subdivision for the benefit of all Lots in the subdivision.

XXIV - MODIFICATION OR AMENDMENT

These Restrictive Covenants may be modified or amended as to the entire subdivision or any portion thereof with the written consent of the owners of at least Eighty-five (85%) percent of the total number of Lots in the subdivision; provided, however, that this provision for modification or amendment shall have no application so long as the Developer and/or Owner shall be the owner of Two (2) or more of the Lots in the subdivision, during which time the Developer and/or Owner reserves the right to change or cancel any or all of these covenants if the Developer and/or Owner in its discretion deems such a change advisable. No modification or amendment hereunder shall be effective until the proper instrument in writing shall be executed and recorded in the Office of the County Clerk of Chaves County, State of New Mexico.

XXV - ENFORCEMENT

The invalidation of any one of the restrictions or covenants herein set forth, or the failure to enforce

In the event the provisions hereof are declared invalid by a court of competent jurisdiction by reasons of the period of time herein stated for which these Restrictive Covenants shall be effective, then and in such event, the term hereof shall be reduced to a period of time not deemed to be in violation of the rule against perpetuities in the State of New Mexico.

Paul H. Taylor, III


Notary Public

