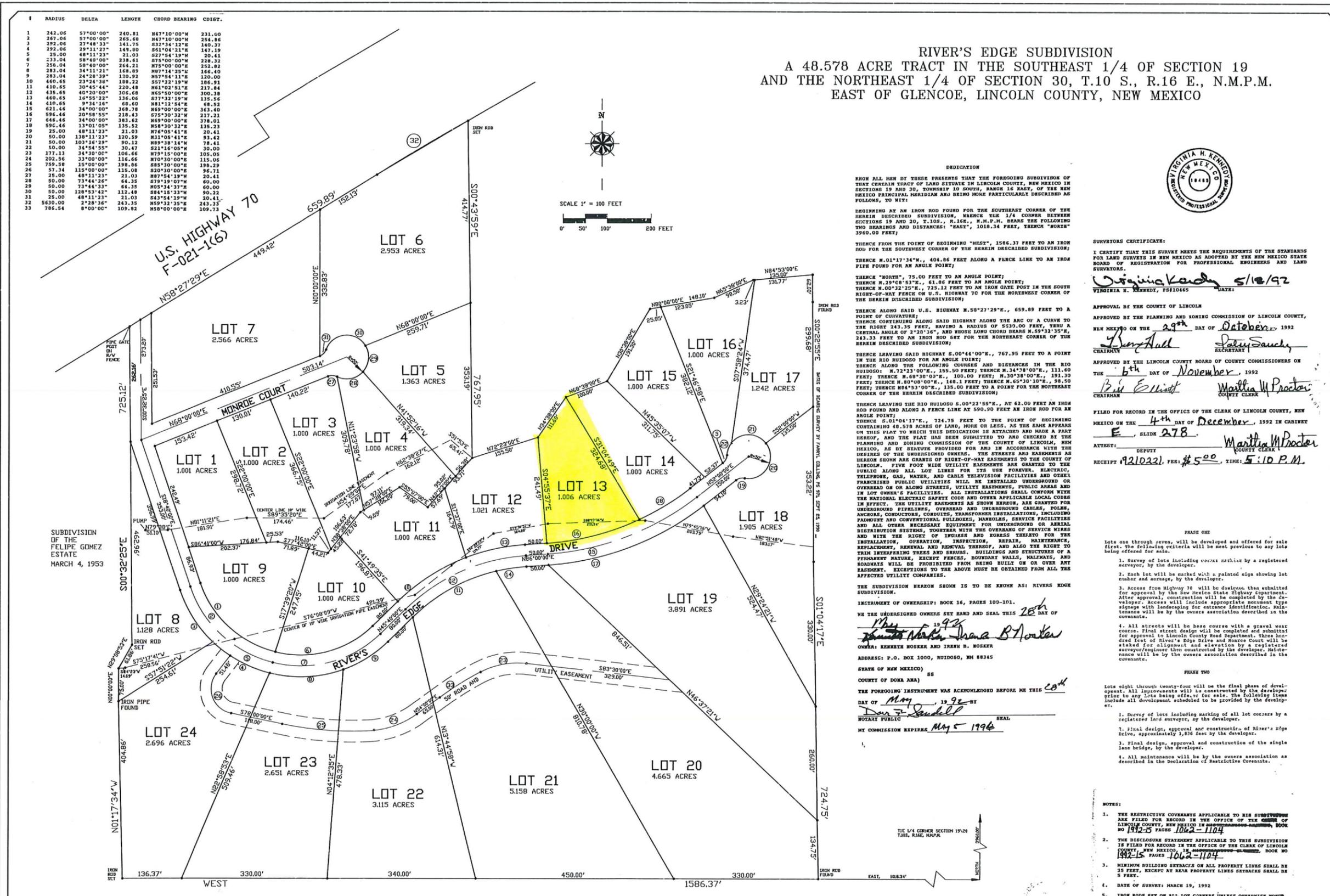
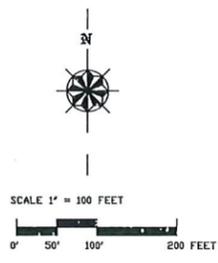


### RIVER'S EDGE SUBDIVISION A 48.578 ACRE TRACT IN THE SOUTHEAST 1/4 OF SECTION 19 AND THE NORTHEAST 1/4 OF SECTION 30, T.10 S., R.16 E., N.M.P.M. EAST OF GLENCOE, LINCOLN COUNTY, NEW MEXICO

Δ	RADIUS	DELTA	LENGTH	CHORD BEARING	COORD.
1	242.06	57°00'00"	240.81	N47°10'00"W	231.00
2	242.06	57°00'00"	240.81	N47°10'00"W	231.00
3	292.06	27°48'33"	265.68	N47°10'00"W	231.00
4	292.06	27°48'33"	265.68	N47°10'00"W	231.00
5	25.00	48°11'33"	21.03	S32°34'12"E	40.37
6	233.04	58°40'00"	238.61	S01°04'21"E	147.19
7	258.04	58°40'00"	264.21	S75°00'00"E	20.41
8	283.04	34°11'21"	168.89	N07°14'25"W	156.60
9	283.04	34°11'21"	168.89	N07°14'25"W	156.60
10	460.65	24°28'39"	188.22	S57°22'19"W	186.91
11	410.65	30°45'44"	220.48	N61°02'51"E	217.84
12	436.65	40°20'00"	306.68	N65°30'00"E	300.38
13	460.65	14°55'32"	136.06	S71°32'19"W	135.56
14	410.65	24°28'39"	188.22	N61°02'51"E	217.84
15	436.65	40°20'00"	306.68	N65°30'00"E	300.38
16	460.65	14°55'32"	136.06	S71°32'19"W	135.56
17	410.65	30°45'44"	220.48	N61°02'51"E	217.84
18	436.65	40°20'00"	306.68	N65°30'00"E	300.38
19	460.65	14°55'32"	136.06	S71°32'19"W	135.56
20	50.00	138°11'23"	120.59	S31°05'41"E	93.42
21	50.00	101°16'28"	90.12	S89°18'14"W	78.41
22	50.00	34°54'55"	30.47	S21°16'05"W	30.00
23	177.13	34°30'00"	106.66	N79°15'00"E	105.05
24	202.56	33°00'00"	116.66	N70°30'00"E	115.06
25	759.58	15°00'00"	198.86	S85°30'00"E	198.29
26	57.34	115°00'00"	115.08	S20°30'00"E	96.71
27	25.00	48°11'23"	21.03	S87°54'19"W	20.41
28	50.00	73°44'26"	64.35	S79°19'07"W	60.00
29	50.00	73°44'26"	64.35	S79°19'07"W	60.00
30	50.00	128°53'42"	112.48	S84°15'33"W	90.22
31	25.00	48°11'23"	21.03	S87°54'19"W	20.41
32	5630.00	2°28'36"	243.35	N58°32'35"E	243.11
33	786.54	8°00'00"	109.82	N58°00'00"E	109.73



**DEDICATION**  
KNOW ALL MEN BY THESE PRESENTS THAT THE FOREGOING SUBDIVISION OF THAT CERTAIN TRACT OF LAND SITUATE IN LINCOLN COUNTY, NEW MEXICO IN SECTIONS 19 AND 30, TOWNSHIP 10 SOUTH, RANGE 16 EAST, OF THE NEW MEXICO PRINCIPAL MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT AN IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED SUBDIVISION, WHENCE THE 1/4 CORNER BETWEEN SECTIONS 19 AND 20, T.10S., R.16E., N.M.P.M. BEARS THE FOLLOWING TWO BEARINGS AND DISTANCES: "EAST", 1018.34 FEET, THENCE "NORTH" 390.00 FEET;

THENCE FROM THE POINT OF BEGINNING "WEST", 1586.37 FEET TO AN IRON ROD FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED SUBDIVISION;

THENCE N.01°17'34"W., 404.86 FEET TO A POINT; THENCE S.01°17'34"W., 404.86 FEET TO AN IRON ROD FOUND FOR AN ANGLE POINT;

THENCE "NORTH", 75.00 FEET TO AN ANGLE POINT;

THENCE N.29°08'53"E., 61.86 FEET TO AN ANGLE POINT;

THENCE N.00°32'25"E., 725.12 FEET TO AN IRON GATE POST IN THE SOUTH RIGHT-OF-WAY PERCH ON U.S. HIGHWAY 70 FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED SUBDIVISION;

THENCE ALONG SAID U.S. HIGHWAY N.58°27'29"E., 659.89 FEET TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG SAID HIGHWAY ALONG THE ARC OF A CURVE TO THE RIGHT 243.35 FEET, HAVING A RADIUS OF 5630.00 FEET, THRU A CENTRAL ANGLE OF 2°28'36", AND WHOSE LONG CHORD BEARS N.59°32'35"E., 243.33 FEET TO AN IRON ROD SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED SUBDIVISION;

THENCE LEAVING SAID HIGHWAY S.00°44'00"E., 767.95 FEET TO A POINT IN THE RIO RUIDOSO FOR AN ANGLE POINT;

THENCE ALONG THE FOLLOWING COURSES AND DISTANCES IN THE RIO RUIDOSO: N.72°13'00"E., 155.00 FEET; THENCE N.34°38'00"E., 111.60 FEET; THENCE N.68°38'00"E., 100.00 FEET; THENCE N.30°38'00"E., 191.30 FEET; THENCE N.40°00'00"E., 148.1 FEET; THENCE N.65°30'10"E., 98.50 FEET; THENCE N.44°53'00"E., 135.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED SUBDIVISION;

THENCE LEAVING THE RIO RUIDOSO S.00°22'55"E., AT 62.00 FEET AN IRON ROD FOUND AND ALONG A FENCE LINE AT 590.50 FEET AN IRON ROD FOR AN ANGLE POINT;

THENCE S.01°04'17"E., 724.75 FEET TO THE POINT OF BEGINNING CONTAINING 48.578 ACRES OF LAND, MORE OR LESS, AS THE SAME APPEARS ON THIS PLAN TO WHICH THIS DEDICATION IS ATTACHED AND MADE A PART HEREOF, AND THE PLAN HAS BEEN SUBMITTED TO AND CHECKED BY THE PLANNING AND ZONING COMMISSION OF THE COUNTY OF LINCOLN, NEW MEXICO, AS BE STATUTE PROVIDED FOR AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS. THE STREETS AND EASEMENTS AS HEREON SHOWN ARE GRANTS OF RIGHT-OF-WAY EASEMENTS TO THE COUNTY OF LINCOLN. FIVE FOOT WIDE UTILITY EASEMENTS ARE GRANTED TO THE PUBLIC ALONG ALL LOT LINES FOR THE USE OF WATER, SEWER, GAS, TELEPHONE, CABLE TELEVISION FACILITIES AND OTHER FRANCHISED PUBLIC UTILITIES. ALL UTILITIES SHALL CONFORM WITH THE NATIONAL ELECTRICAL SAFETY CODE AND OTHER APPLICABLE LOCAL CODES IN EFFECT. THE UTILITY EASEMENTS AS SHOWN HEREON, ARE GRANTED FOR UNDERGROUND PIPELINES, OVERHEAD AND UNDERGROUND CABLES, POLES, AND CROSSES, CONDUITS, COORDINATES, TRANSFORMER INSTALLATIONS, INCLUDING FANHOUSES AND CONVENTIONAL, HUNGARIES, MANHOLES, SERVICE FACILITIES AND ALL OTHER NECESSARY EQUIPMENT FOR UNDERGROUND OR AERIAL DISTRIBUTION SYSTEMS, TOGETHER WITH THE OVERLAP OF SERVICE WIRES AND WITH THE RIGHT OF INSPECTION AND ACCESS THERETO FOR THE INSTALLATION, OPERATION, INSPECTION, REPAIR, MAINTENANCE, REPLACEMENT, REMOVAL AND REMOVAL THEREOF, AND ALSO THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS. BUILDINGS AND STRUCTURES OF A PERMANENT NATURE, EXCEPT FENCES, BOUNDARY WALLS, VALETTES, AND ROADWAYS WILL BE PROHIBITED FROM BEING BUILT ON OR OVER ANY EASEMENT. EXCEPTIONS TO THE ABOVE MUST BE OBTAINED FROM ALL THE AFFECTED UTILITY COMPANIES.

THE SUBDIVISION HEREON SHOWN IS TO BE KNOWN AS: RIVER'S EDGE SUBDIVISION.

IN WITNESS WHEREOF, I HAVE HEREON SET MY HAND AND SEAL THIS 20th DAY OF May 1992.

ME THE UNDERSIGNED OWNERS SET HAND AND SEAL THIS 20th DAY OF May 1992.

OWNER: KENNETH MOSKER AND IRENE B. MOSKER  
ADDRESS: P.O. BOX 1000, RUIDOSO, NM 88345

STATE OF NEW MEXICO )  
COUNTY OF DOÑA ANA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 20th DAY OF May 1992 BY Dan J. Sandell NOTARY PUBLIC MY COMMISSION EXPIRES May 5 1996



**SURVISORS CERTIFICATE:**  
I CERTIFY THAT THIS SURVEY MEETS THE REQUIREMENTS OF THE STANDARDS FOR LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

*Virginia H. Kennedy* 5/18/92  
VIRGINIA H. KENNEDY, P.E. DATE:

APPROVAL BY THE COUNTY OF LINCOLN  
APPROVED BY THE PLANNING AND ZONING COMMISSION OF LINCOLN COUNTY, NEW MEXICO ON THE 29th DAY OF October, 1992

*Don J. Sandell* *Dorey Sauchy*  
CHAIRMAN SECRETARY

APPROVED BY THE LINCOLN COUNTY BOARD OF COUNTY COMMISSIONERS ON THE 6th DAY OF November, 1992

*Bill Elliott* *Martha M. Procter*  
CHAIRMAN COUNTY CLERK

FILED FOR RECORD IN THE OFFICE OF THE CLERK OF LINCOLN COUNTY, NEW MEXICO ON THE 4th DAY OF December, 1992 IN CABINET E, SLIDE 278.

ATTEST: *Martha M. Procter* DEPUTY COUNTY CLERK  
RECEIPT #210221, FEE: \$5.00, TIME: 5:10 P.M.

**PHASE ONE**  
Lots one through seven, will be developed and offered for sale first. The following criteria will be met previous to any lots being offered for sale.

1. Survey of lots including corner markers by a registered surveyor, by the developer.
2. Each lot will be marked with a painted sign showing lot number and acreage, by the developer.
3. Access from Highway 70 will be developed, then submitted for approval by the New Mexico State Highway Department. After approval, construction will be completed by the developer. Access will include appropriate monument type signage with landscaping for entrance identification. Maintenance will be by the owners association described in the covenants.
4. All streets will be base course with a gravel wear course. Final street design will be completed and submitted for approval to Lincoln County Road Department. These lots are part of River's Edge Drive and Monroe Court will be staked for alignment and elevation by a registered surveyor/contractor then constructed by the developer. Maintenance will be by the owners association described in the covenants.

**PHASE TWO**  
Lots eight through twenty-four will be the final phase of development. All improvements will be constructed by the developer prior to any lots being offered for sale. The following items include all development scheduled to be provided by the developer.

1. Survey of lots including marking of all lot corners by a registered land surveyor, by the developer.
2. Final design, approval and construction of River's Edge Drive, approximately 1,876 feet by the developer.
3. Final design, approval and construction of the single lane bridge, by the developer.
4. All maintenance will be by the owners association as described in the Declaration of Restrictive Covenants.

- NOTES:**
1. THE RESTRICTIVE COVENANTS APPLICABLE TO THIS SUBDIVISION ARE FILED FOR RECORD IN THE OFFICE OF THE CLERK OF LINCOLN COUNTY, NEW MEXICO IN SUBDIVISIONS-AMENDED, BOOK NO 1442-15 PAGES 1062-1104
  2. THE DISCLOSURE STATEMENT APPLICABLE TO THIS SUBDIVISION IS FILED FOR RECORD IN THE OFFICE OF THE CLERK OF LINCOLN COUNTY, NEW MEXICO, IN SUBDIVISIONS-AMENDED, BOOK NO 1442-15, PAGES 1062-1104
  3. HEREON BUILDING SETBACKS ON ALL PROPERTY LINES SHALL BE 25 FEET. HEIGHT AT REAR PROPERTY LINES SETBACKS SHALL BE 5 FEET.
  4. DATE OF SURVEY: MARCH 19, 1992
  5. IRON RODS SET ON ALL LOT CORNERS UNLESS OTHERWISE NOTED.



STATE OF NEW MEXICO, LINCOLN COUNTY: Recorded this 4th day of December, 1992  
at 5:11 P. M., in the Lincoln County Records, Book 1992-15, pages 1062-1104  
Martha McKnight Proctor By: Charlotte Emmons Deputy  
Lincoln County Clerk Rec. # 92-10222 Fees: \$ 89.00

DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS  
WITH  
ARCHITECTURAL CONTROL GUIDLINES  
OF  
"RIVERS EDGE SUBDIVISION"

DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS OF  
THE RIVERS EDGE SUBDIVISION

FILING NO. 1

WHEREAS, PLAZA DEL SOL, INC. of the State of New Mexico (hereafter "Declarant"), has caused certain real property in Lincoln County, New Mexico described on Exhibit "A" annexed hereto and incorporated herein by this reference, to be surveyed, subdivided, and platted into lots and common areas, as shown on the plat of the Rivers Edge Subdivision, which plat has been filed for record in the real property records of Lincoln County, New Mexico the 4th day of Dec. 1992, in Plat Book, Cabinet E, slide 278.

NOT, THEREFORE, Declarant, the equitable owner of all of the lands included within said Rivers Edge Subdivision as so platted and above described, does hereby declare and acknowledge that all of the lands included within said subdivision area and shall hereafter be subject to all of the following covenants, conditions, restrictions and limitations.

ARTICLE I - PURPOSE OF COVENANTS

1. General Requirements. It is the intention of Declarant, expressed by his execution of this instrument, that the lands within the Rivers Edge Subdivision be developed and maintained as a highly desirable residential area. It is the purpose of these covenants that the present natural beauty, the natural growth and native setting and surroundings of the Rivers Edge Subdivision

shall always be protected insofar as is possible in connection with the uses and structures permitted by this instrument. It is of primary intent that the separation of each home site in the subdivision from neighboring home sites shall be protected insofar as is possible.

ARTICLE II - DEFINITIONS

1. Common Area shall mean and refer to all real property owned by the Association for the common use and enjoyment of the members of the Association. Rivers Edge Drive, Monroe Court and the bridge are common areas.

2. Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area as heretofore defined.

ARTICLE II - RIVERS EDGE HOMEOWNERS ASSOCIATION

1. Membership in Rivers Edge Home Owners Association. All persons or associations (other than Rivers Edge Home Owners Association) who own or acquire the title in fee to any of the lands in the Rivers Edge Subdivision (other than lands dedicated as public roads), by whatever means acquired, shall automatically become, members of Rivers Edge Home Owners Association as presently in effect and recorded or filed in the records of Lincoln County, New Mexico, and as the same may be duly amended from time to time and also filed or recorded in the Lincoln County records. Upon the conveyance by Declarant of a total of 4 residential lots, all common areas and facilities, including but without limitation, easements, and recreational facilities, shall

be conveyed by Declarant to the Rivers Edge Home Owners Association, which shall own, operate, maintain, repair and administer these areas and facilities in accordance with the provisions of the Articles of Incorporation and By-laws of Rivers Edge Home Owners Association, and these covenants, conditions and restrictions. Such administration shall include but without limitation, the making of rules and regulation governing the use of common areas and facilities and levying of any assessments necessary in the construction, maintenance, repair and operation of such common areas and facilities as well as the other duties of the Rivers Edge Home Owners Association as provided herein or in said articles and By-laws.

The term "conveyance" as hereinabove used shall not be construed to include a conveyance by Declarant to any corporation, partnership of which Declarant is the owner of at least a fifty (50) percent interest.

2. Voting. The Association shall have two classes of membership:

Class A All the Owners as defined in Section 1 of this Article with the exception of the Declarant.

Class B The Declarant..pa

Voting rights shall be in accordance with the following:

Class A Members. Those Class A members holding an interest in any one Lot shall collectively be entitled to one vote for said Lot. The vote for each Lot shall be exercised by the Owners thereof

as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B Members. Those Class A members holding an interest in any one Lot shall collectively be entitled to one vote for said Lot. The vote for each Lot shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B Member. The class B member shall be entitled to three votes for each Lot in which it holds the interest required or membership by Section 1 of Article III, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

MICROFILMED AS A NECESSARY PART OF THE  
Peter A. Basso  
CAMERA OPERATOR

DECEMBER 14 1992  
DATE OF FILMING

## ARTICLE IV - ARCHITECTURAL CONTROL COMMITTEE

1. Appointment Duties. The Board of Directors shall appoint three persons, at least one of whom must be the declarant, who need not be Members of the Association to serve as the Architectural Control Committee to serve at the pleasure of the Board. It shall be the duty of the Architectural Control Committee and it shall have the power by the exercise of its best judgment to see that all structures, improvements, construction, exterior, decorating and landscaping on the Properties conform to and harmonize with the existing surroundings and structures.

2. Design Guidelines. Design guidelines for the Rivers Edge Subdivision have been published under separate cover and are hereby adopted. It is intended that the guidelines shall be followed by all builders, developers, property owners and residents of the subdivision, and that the Architectural Control Committee follow the guidelines in their reviewing and permitting process. Lot purchasers will be asked to acknowledge receipt of these guidelines.

These guidelines can serve the prospective homeowner or designer in arriving at design decisions that are esthetically and ecologically responsive to the environment of the Rivers Edge Subdivision, helping to ensure that all structures and landscaping are compatible with one another and insofar as possible, are in harmony with the natural surroundings.

3. Approval by Architectural Control Committee. No improvements of any kind, including but not limited to dwelling houses, sheds, outbuildings, swimming pools, tennis courts,

parking areas, fences, walls, garages, drives, antennae, flagpoles, curbs and walks, shall ever be constructed or altered on any lands within the Rivers Edge Subdivision, nor may any vegetation be altered or destroyed nor any landscaping performed on any tract, unless the complete plans for such construction or alteration or landscaping are approved in writing by the Architectural Control Committee prior to the commencement of such work. In the event the Architectural Control Committee fails to take any action within thirty (30) days after complete plans for such work have been submitted to it, then all of such submitted plans shall be deemed to be approved. All submission, approvals, and/or disapprovals shall be submitted in writing, dated and receipted for. In the event the Architectural Control Committee shall disapprove any plans, the person or association submitting such plans may appeal the matter to the next annual or special meeting of the members of Rivers Edge Home Owners Association, where a vote of at least two-thirds of the votes entitled to be cast at said meeting shall be required to change the decision of the Home Owners Association. Upon submission to the Architectural Control Committee of any plans and specifications for a residential dwelling, the lot owner shall pay a fee equal to \$0.10 per square foot of enclosed floor area within the proposed structure to defray the cost of examination of said plans. Further, at the time of approval of such plans and specification, the lot owner shall pay a deposit in the amount of \$1,000.00 to the Architectural Control Committee to assure that any damage done to roads, easements or common areas during construction of the lot owner's

improvements, and including the installation of utility services to the property, shall be fully repaired. Said deposit shall be returned to the lot owner upon completion of construction and installation of utility services to the lot, provided all damages to roads, easements and common areas has been suitably repaired. In the event such damage is not repaired by the lot owner within thirty days (30 days following issuance of a Certificate of Occupancy by State of New Mexico for such dwelling, then the Rivers Edge Home Owners Association may use the deposited funds to repair the damage. In the event the damage exceeds the sum of \$1,000.00, the Rivers Edge Home Owners Association may charge the balance of the cost of the repairs to the lot owner as a special assessment against the property, to be collected in the manner of other assessments as provided in the Articles of Incorporation and By-laws of Rivers Edge Home Owners Association and any rules and regulation promulgated by such Association. Application to the County of Lincoln for a Building Permit shall not be made prior to approval of plans by the Architectural Control Committee. The Architectural Control Committee shall disapprove any plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

5. Architectural Control Committee Not Liable. The Architectural Control Committee shall not be liable in damages to any person or association submitting any plans for approval, or to any owner or owners of land within the Rivers Edge Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person or association acquiring title to any property in the

Rivers Edge Subdivision, or any person or association submitting plans to the Architectural Control Committee for approval, by so doing, does agree and covenant that he or it will not bring any action or suit to recover damages against the Architectural Control Committee, its members as individuals, or its advisors, employees, or agents.

6. Written Record. The Architectural Control Committee shall keep and safeguard for at least five years complete permanent written records of all applications for approval submitted to it (including one set of all plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument.

7. The Architectural Control Committee shall have the authority to grant variances from the provisions of the Design Guidelines in cases of irregularly shaped lots, unusual terrain, or other conditions where the strict enforcement would result in unusual hardship. The Architectural Control Committee shall be the sole and exclusive judge of whether or not said hardship exists.

#### ARTICLE V - GENERAL RESTRICTIONS

1. Zoning Regulations. No lands within the Rivers Edge Subdivision shall ever be occupied or used by or for any structure or purpose or in any manner which is contrary to the zoning regulations of Lincoln County, New Mexico validly in force from time to time, except as the same may be allowed under said regulations as a non-conforming structure or use.

2. No Mining, Drilling or Quarrying. No mining, quarrying,

tunneling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted within the limits of the Rivers Edge Subdivision, except that anything contained in these covenants to the contrary notwithstanding may continue to be operated by Declarant, his heirs, successors or assigns except during construction.

3. No Business Uses. Only lots 6 and 7 within the Rivers Edge Subdivision shall ever be occupied or used for any commercial or business purpose, but shall not be used for any noxious activity and nothing shall be done or permitted to be done on any of said lands which is a nuisance or might become a nuisance to the owner or owners of any of said lots. No hospital, sanatorium or other place for the care or treatment of the sick or disabled, physically or mentally; nor any public theater, bar, restaurant or other public place of entertainment; nor any church; nor any residential building housing more than one family, its servants or caretakers; shall ever be constructed, altered, or permitted to remain within the Rivers Edge Subdivision.

4. Signs. With the exception of one "For Rent" or "For Sale" sign) which shall not be larger than 20 x 36 inches), and one entrance gate sign of a style and design approved by the Architectural Control Committee, no advertising signs, billboards, unsightly objects or nuisances shall be erected, altered, or permitted to remain on any lot in the Rivers Edge Subdivision. A construction sign identifying contractors and owner (no larger than 48 x 48 inches) may be placed at the lowest entrance for the

duration of construction, not to exceed 120 days.

5. No Resubdivision. No lot described on the recorded plat of the Rivers Edge Subdivision shall ever be resubdivided into smaller tracts or lots nor conveyed in any less than the full original dimensions as shown on the recorded plat of the Rivers Edge Subdivision; provided that conveyances or dedications of easements for utilities may be made for less than all of one tract.

6. Trash. All rubbish and trash shall be removed from all lots in the Rivers Edge Subdivision and shall not be allowed to accumulate or be burned thereon.

7. Public Nuisance. No obnoxious or offensive activity shall be carried on within the subdivision, nor shall anything be done or permitted which shall constitute a public nuisance thereon.

8. Recreational Vehicles. No recreational vehicle such as trail bikes, snowmobiles, unlicensed motorcycles, or any other unmuffled vehicle shall be operated on any of the roads, private lots or common area within the subdivision, unless specifically authorized by the Board of Directors of the Association.

9. Hunting. There shall be no hunting of any animals whatsoever within the boundaries of the Rivers Edge Subdivision, nor shall there be the discharge of any firearms.

10. Maintenance in Private Rights-of-Way. Each lot owner shall be responsible for maintaining the private right-of-way directly in front of the owner's lot on the lot side of the street. This area shall be maintained as if it were a part of the owner's lot. Upon failure of the owner to do so, the Board

of Directors, may at its option, after giving the owner thirty (30) days written notice, have the area maintained when, and as often as the same is necessary in its judgment, to maintain the beauty of the properties. The cost of this maintenance may be charged to the lot owner as a special assessment against the property by the Home Owners Association. Private roads as shown on the Rivers Edge Plat shall be maintained by the Home Owners Association.

11. On-Street Parking. There shall be no overnight on-street parking of any vehicle. Short-term (6-hour) guest parking will be allowed, but not on regular basis.

12. Utility Easements Reserved. Declarant hereby reserves to itself, and its successors in interest, perpetual easements as recorded on the final plat of the Rivers Edge Subdivision, for the purpose of pedestrian use as well as constructing, maintaining, operating, replacing, enlarging and repairing electric, telephone, water, irrigation, sewer, gas, and similar lines, pipes, wires, poles, ditches and conduits. The Declarant may convey or grant by license, lease, deed, lien, deed of trust, mortgage, or otherwise any right, title or interest in or to any and all easements and reservations contained within documents of conveyance, these covenants or the plat of Rivers Edge Subdivision to public utilities and governmental entities and agencies as may be reasonably necessary to effect the developmental and residential intentions as set forth in the plat and these covenants.

ARTICLE VI - RESTRICTIONS ON  
RESIDENTIAL LOTS

1. Number and Location of Buildings. No buildings or structures shall be placed, erected, altered, or permitted to remain on any residential lot other than:

a. One detached single-family dwelling house with attached quarters for servants or caretakers; and

b. One non-residential outbuilding which can be a garage.

2. Trees and Landscaping. No trees or bushes growing on any residential lot shall be felled, nor shall any natural areas be cleared, or formal lawn areas constructed, or landscaping performed on any residential tract without the prior written permission of the Architectural Control Committee.

3. Commercial Vehicles, Campers, or Trailers. No campers, recreational vehicles, boats, trailers, commercial type vehicles or trucks shall be stored or parked on any lot except in a closed garage, or screened parking area, nor parked on any street, road or Common Area except while engaged in transport to or from a dwelling. For the purposes of this restriction, a truck having a one ton manufacturer's rated capacity, commonly known as a pick-up truck, shall not be deemed to be a commercial vehicle or a truck.

## ARTICLE VII - ENFORCEMENT

1. Enforcement Actions. The Architectural Control Committee shall have the right to prosecute any action to enforce the provisions of all of these covenants by injunctive relief, on behalf of itself and all or part of the owners of lands within the Rivers Edge Subdivision. In addition, each owner of a lot within the Rivers Edge Subdivision, including Rivers Edge Home Owners Association, shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these covenants. Any lot owner determined to be in violation of these covenants, conditions and restrictions by a court of appropriate jurisdiction, losing party agrees to pay the reasonable attorneys' fees incurred by the person or entity bringing such successful action.

## ARTICLE VIII - GENERAL PROVISIONS

1. Covenants to Run. All of the covenants contained in this instrument shall be a burden on the title to all of the lands in the Rivers Edge Subdivision, and the benefits thereof shall inure to the owners of all of the lands in the Rivers Edge Subdivision, and the benefits and burdens of all said covenants shall run with the title to all of the lands in the Rivers Edge Subdivision.

2. Termination of covenants. The covenants contained in this instrument shall terminate thirty years after the date of execution of this instrument, or at the time of final dissolution of the New Mexico corporation not for profit known as Rivers Edge Home Owners Association, whichever shall first occur. These

covenants may be amended by a vote of two-thirds of the votes entitled to be cast by the members of Registered Home Owners Association at annual or special meetings thereof, said vote to be cast at any meeting of the members duly held in accordance with the Articles of Incorporation and By-laws of Rivers Edge Home Owners Association, provided a properly certified copy of the resolution of amendment be placed on record in Lincoln County, New Mexico upon adoption.

3. Severability. Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

4. Paragraph Headings. The paragraph headings in this instrument are for convenience only and shall not be construed to be a part of the covenants contained herein.

#### ARTICLE IX - MAINTENANCE ASSESSMENTS

1. Personal Obligation for Assessment. The Declarant, hereby covenants, and each Owner of any Lot, except those exempt under Paragraph 9 of this Article, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges, and
- (2) Special assessments for capital improvements, such assessments to be established and collected from time to time by the Association as hereinafter provided.

The annual and special assessments, together with such interest thereon, cost of collection and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The Association may bill and collect said annual assessments on a monthly or quarterly rather than an annual basis if it so desires.

2. Purpose of Assessments. The assessments levied by the Association upon the Lots shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the properties and in particular for the improvements, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and irrigation ditch easements, private roads and bridges, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

3. Basis and Maximum of Annual Assessments. Each Lot shall, as hereinafter provided, be subject to an annual assessment of not more than \$60.00. The Board of Directors shall fix the annual assessment within said maximum as they deem necessary in their discretion. From and after January 1, 1992, the maximum annual assessment may be increased or decreased by the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting of the Members, written notice of which setting forth the fact that the question of the change in the assessment limit shall be considered shall be sent to all members not less than 15 days nor more than 50 days in advance of the meeting.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any fiscal year, a special assessment applicable to that year only which may be collected on a monthly basis, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, irrigation ditch easement, and private roads or bridges including the necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at the meeting of the members, written notice of which setting forth the fact that the question of the imposition of the special assessment shall be discussed, shall be sent to all members not less than 15 days nor more than 50 days in advance of the meeting.

5. Quorum for any Action Authorized Under Sections 3 and 4. The quorum required for any action authorized by Paragraph 3 and 4 of this Article, shall be as follows:

At the first meeting called, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting another meeting may be called, subject to the notice requirements set for in Paragraphs 3 and 4 of this Article, and the required quorum at such subsequent meeting, shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. Date of Commencement of Annual Assessments: Due Dates.  
The annual assessments provided for herein shall commence as to all Lots one year following the conveyance of the Common Area. the Board of Directors shall fix the amount of the annual assessment at least 30 days advance of said commencement date and for any change in the annual assessment shall not be effective for 30 days following its approval. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish to any person with respect to a particular Lot a certificate in writing signed by an officer of the Association, setting forth the amount of the annual and special assessments on said Lot and whether said assessments are current. A reasonable charge may be made by the Association for issuance of the certificates. Such certificates shall be conclusive evidence of the facts stated therein.

7. Assessment Lien. Assessments levied upon Lots shall be a perpetual lien upon said Lots until such assessments and any interest, penalties and charges which may accrue thereon shall have been paid or the conditions occur as hereinafter provided; but such liens shall be subordinate to the lien of any trust deed or mortgages. Sale or transfer of any Lot shall not affect the assessment Lien. However, the sale or transfer of any Lot which is subject to any trust deed or mortgage or any proceeding resulting from a default on the trust deed or mortgage and hand in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from Liability for any assessments thereafter becoming due or from the lien thereof.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 18 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to a public use;
- (b) the Common Area; private roads
- (c) the bridge

EXECUTED THIS 4<sup>th</sup> DAY OF Dec, 1992.

PLAZA DEL SOL, INC. a  
New Mexico Corporation

By [Signature]  
Jerry P. Deal, President

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF ~~BENQUILLA~~ )  
LINCOLN

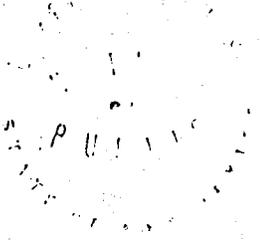
Subscribed and sworn to before me this 4th day of December, 1992 by Jerry P. Deal as President of Plaza Del Sol, Inc., a New Mexico Corporation.

Witness my hand and official seal.

My commission expires:  
May 23, 1994

By [Signature]  
Notary Public

Address:



BLANK PAGE

## ARCHITECTURAL CONTROL GUIDELINES

### FOR THE RIVERS EDGE SUBDIVISION

#### I. INTRODUCTION

The Rivers Edge Subdivision is designed to achieve a relationship where man-made buildings exist within the landscape instead of dominating the landscape. The introduction of roads, utilities, buildings and other man-made elements are made in such a way that they do not erase or destroy the natural beauty of the land, its terrain, its vegetation or its mood.

#### I. DESIGN REVIEW

Under the provisions of Article IV of the Rivers Edge Subdivision Declaration of Protective Covenants, Conditions and Restrictions, a process of design review has been established to help guide property owners and to provide property owners with information when dealing with the requirements of each site. The Architectural Control Committee will be made up of three persons (at least one of which must be the declarant). The covenants require only one submittal and approval, but it is strongly recommended that a preliminary design conference be requested when preliminary plans are ready. This is early enough in the project process to protect the owner from having to make expensive changes when the final plans are completed and reviewed.

At this preliminary stage, drawings should be complete enough to give a complete picture of all aspects of the design, but without the detail which will be necessary in the final construction drawings that will be reviewed for final approval. At the preliminary review stage, submitted plans need be one copy

only and should show the conceptual design of:

- (1) the site with landscaping;
- (2) floor plans;
- (3) elevations showing the exterior materials, character and color of the proposed structure.

Drawings submitted for the final review should be in three copies and include:

- (1) Site Plan. Indicate proposed building footprint, roof drip lines, property boundaries and easements, utility locations, existing vegetation, existing and proposed contours, areas of cut and fill, drainage, proposed roads, driveways, sidewalks, decks, and other proposed improvements. Drawn at 1" = 20' or larger;
- (2) Footing and Foundation Plan. Drawn 1/8" or 1/4" scale;
- (3) Floor Plans. Drawn at 1/8" or 1/4" scale. Include all room dimensions, door and window locations, and sizes and locations of mechanical and electrical systems;
- (4) Elevations. Indicate the exterior appearance of all views labeled in accordance with the site plan. Height of chimneys as compared with the ridge of the roof. Natural and finished grades for all elevations of all views. Describe all exterior materials, color and finishes (walls, roofs, trim, chimney, windows, doors, etc.);
- (5) Building Sections. Presented at 1/8" or 1/4" scale. Indicate building walls, floors, interior relationships, finished exterior grades and other information to clearly describe the interior/exterior relationship of the building;

(6) Details. Provide design details to sufficiently represent the visual expression of the building. Expose connections of material interfaces;

(7) Landscape Plan. Present at 1/16" or 1/8" scale; can be included with the site plan drawing. Include site contours, plant materials with size and condition, rock outcropping, decks or patios, service yards, driveways, etc. Primary view and wind directions, all existing trees, proposed fences or walls with detailed description of the construction, exterior lighting locations and coverage areas;

(8) Specifications. Provide specifications and color boards for at least the following items: exterior wall materials and colors, windows and doors with colors, exterior trim materials and colors, fireplace, exterior lighting fixture, insulation and heat loss specifications with supporting calculations.

The approval process time will vary with the adequacy of the design information submitted, and the acceptability of the submitted design. It should be understood that inadequate information and/or inappropriateness can delay review of a proposed design. Every attempt will be made to limit review time for each submittal to two weeks.

A house is an important and expensive investment and the use of a professional design consultant is recommended to help ensure a more satisfactory end result. An owner may, however, attempt his or her own design. If the design reflects an acceptable house and the plans are completely executed, they will be accepted. Most owners are not sophisticated designers or familiar

enough with the work involved to prepare plans and specifications in a form adequate for review procedures and for permit issuance. If you elect to do your own design or retain non-professional services, you should anticipate providing a high level of practical, technical and aesthetic competence and it is very likely that review and approval will require considerably longer than if a professional were involved.

Owners shall pay a fee equal to 10 cents per square foot of closed floor area measured from outside wall to outside wall with the initial submittal of plans to the Architectural Control Committee. Further, at the time of approval of building plans, Owners shall pay deposit of \$1,000 to the Architectural Control Committee which shall be held to assure that any damage done to roads, easements or common areas during construction of the lot Owner's improvements shall be fully repaired and that landscaping is installed as shown on the approved plans. Said \$1,000 deposit shall be returned to the lot owner upon completion of construction and landscaping, provided all damages to roads, easements and common area have been suitably repaired.

Approval plans are kept on file, and if changes or revisions are desired, there must be an additional submittal to the Architectural Control Committee for further review and approval.

The Architectural Control Committee does not seek to restrict taste or individual preferences, but to avoid harsh contrasts within the landscape and to encourage careful design so that there is harmony between buildings and their site, and among

buildings themselves.

### III. FITTING THE LANDSCAPE

Native shrubs and indigenous tree and ground cover contribute much to the natural beauty of the Rivers Edge Subdivision. These include cedar, pinion pine, scrub oak and sagebrush on the hillsides to cottonwoods and grassy meadows along the river banks. These natural amenities are to be retained wherever possible. Clearing and/or "benching" of a site will not be allowed. It is expected that the design of the house will be tailored to the site, not the site to the house.

To help owners and their designers design houses that fit into the natural landscape, the following recommendations are offered:

1. Preserve the natural ground cover as much as possible.
2. Protect existing trees wherever possible.
3. Lay out leach fields and septic tanks where they are required with the thought in mind that they disturb the ground cover as much as any other structure.
4. Keep all landscape plans informal and simple in harmony with the environment, using plant material indigenous to the site.
5. Grassy yard areas or cultivated garden areas should be restricted in size and associated with the house.

### IV. BUILDING DESIGN

It is the ability of structures to fit within the natural landscape rather than their ability to demand attention that makes them work. Structures designed within this spirit will

give unity to the development and will intensify the experience of being in a place that is unique and sensitive to the natural beauty of the site.

Height. The maximum height for all structures is 20'. Ground shall be considered to be natural grade or final grade, whichever is the more restrictive. Roofs which have a pitch of 6 inches 12 or greater will have their maximum height point considered to be halfway between the ridgeline and the average height of the eaves. Flues and chimneys will not be considered. No "A" frames or modified "A" frames will be allowed.

Roof Forms and materials. When roofs project above the site's natural ground cover, they should be softened. Roof forms should not terminate with a ridge at a vertical wall, but shall counter pitch from the ridge a minimum distance of four feet.

Redwood and cedar shingles are material that blend well as they age with the site.

The use of sod roofs is encouraged, but requires special study in methods to obtain satisfactory result and to prevent costs in maintenance from becoming a major project. Sod roofs should always tie back into the natural terrain.

Metal roofs in colors that blend with the site are acceptable.

Exterior Walls. The natural appearance of redwood or cedar board seems particularly appropriate. Stucco (or drivit) in off-white colors and native rock (not volcanic) should be expressive of mass rather than infill panels, generally the heavier masonry exposure should be below and visually supporting the lighter wood sheeting structural elements. Exposed concrete, preferably

textured and tinted with a warm tan or brown additive, will require specific approval of the board.

Plywood, wood shakes, metal, brick, masonite and asbestos are examples of siding that is not generally acceptable.

Colors on exterior surfaces must be shades of gray or brown, with earthtone tints. The majority of the surface must be left natural or stained using a semi-transparent stain. Only accent and trims may use paint or opaque stains.

Window. Allowed by the Uniform Building Code. Metal window frames and screens are not acceptable unless they are colored to blend.

Foundations. Each site owner is responsible for obtaining his own site specific soils investigation, and foundations shall be designed by an architect or professional engineer to be consistent with soil tests for this specific site. Visually, exposed concrete and concrete masonry foundations should be stained or textured and will require specific approval by the board. It is preferred that exposed foundation walls be faced with rock or material consistent with other exterior walls of the building. Lots (1-18, and 24) require the finish floor be raised 2.5' above the average height of existing average grade of the building footprint.

Insulation. Full thermal insulation is recommended for exterior walls, roofs and crawl spaces of all buildings. A heat loss factor of 12 to 15 watts per square foot is the recommended maximum. This represents approximately R-30 for roofs and R-19 for walls. Door and window weatherstripping, thermal pane

glazing, operable window, fireplace dampers and external combustion air intakes, door configuration that ensure the tightest seals, and solar heating systems should be utilized. It is intended that all homes built in the Rivers Edge Subdivision be energy-efficient and/or solar and it will be required that this be demonstrated before final approval to build is given by the Architectural Control Committee.

Driveways. Consideration in locating driveways include: safety of access to and from the main roads, ease of grade (a maximum grade of 15%), minimal destruction of tree cover, minimal disturbance of land surface (grading).

Driveway surfaces on Lots 1 through 24 must be of gravel surface. This gravel surfacing should be accomplished within one year.

At least two parking spaces screened from the view of neighboring properties are mandatory. Additional off-street parking spaces are highly desirable to accommodate guests as overnight on-street parking is not allowed.

Garage buildings are not a requirement if two screened parking spaces can be accomplished otherwise.

On several of the uphill access sites (Lots 18-23) it is required that the parking structure or screened parking spaces be dropped into the hillside in order to maintain reasonable driveway access.

Fencing. Fencing should generally be limited in use only for areas requiring screening, such as service yards, propane tanks, clothes drying areas, garbage and trash areas, campers,

trucks, trailers, boats, pet runs and private yard areas. It should be solid and compatible with the dwelling. All fences shall be of masonry and wood construction, stained or oiled, but not painted. Generally, property line fences are not desired, and they will not be permitted.

Animals. The keeping of ordinary household pets shall be allowed. Other animals or poultry may be kept only with the prior written permission of the Architectural Control Committee. Areas of outdoor animal keeping must be approved by the Architectural Control Committee. All animals shall be kept under strict control at all times and shall be kept on a leash and on the lot owner's premises and not be permitted to run at large.

The Home Owners Association may enforce this provision of this ordinance by whatever means may be legally available to it. In lieu of, or in addition to other remedies, the Home Owners Association may levy penalties against owners violating this ordinance as follows: First violation, fifty dollars (\$50.00); second violation, one hundred dollars (\$100.00); third violation and subsequent violations, five hundred dollars (\$500.00). These fines may be levied as special assessments against the lot owner's property to be collected and enforced in the same manner as other assessments made under the authority of the Rivers Edge Home Owners Association.

Dwelling House to be Constructed First. No garage or other outbuilding shall be constructed on any residential lot until after commencement of construction of the dwelling house on the same residential lot. All construction and alteration work shall

be prosecuted diligently, and each building, structure or improvement which is commenced on any residential lot shall have the exterior entirely completed within five months after commencement of construction.

Towers and Antennae. No towers or radio or television antennae higher than the highest roof line of the dwelling house shall be erected on any residential lot, and all such towers and antennae must be attached to the dwelling house unless otherwise approved by the Architectural Control Committee in writing.

Tanks. Elevated tanks shall be permitted only for water storage in conjunction with a windmill on any residential lot. However the tower and tank must comply with the requirements for towers and antennae. Any ground level tank used in connection with any dwelling house or other structure on any residential lot, including tanks for storage of gas, fuel oil, gasoline, oil, or water, shall be screened. Screening shall be as determined by the Architectural Control Committee in writing and shall be per fencing requirements.

Temporary Structures. No used or previously erected or temporary house, structure, house trailer or non-permanent out-building shall ever be placed, erected, or allowed to remain on any residential lot, except during construction periods and except with written approval of the Architectural Control Committee, no dwelling house shall be occupied in any manner prior to its completion.

Exterior Lighting. No exterior light whose direct source is visible from a neighboring property or which produces excessive

glare to pedestrians or vehicular traffic shall be installed. Indirect sources and horizontal cut-off fixtures are recommended to reduce glare and provide general ambient light. Use of other than white or pale white exterior lights will require specific approval of the Board.

Wells. Wells and other domestic independent water systems are required in the Rivers Edge Subdivision. However it is encouraged that owners group their use.

Sewage Disposal. Lots will have individual septic systems and each lot owner must obtain a permit from New Mexico Environmental Improvement Division prior to any construction. This will be the cost and responsibility of the individual lot owner.

Utilities. All secondary utility extensions (from trunk lines to individual structures) must be underground.

Solar. The use of passive solar and/or energy-efficient designs are encouraged for all structures in the Rivers Edge Subdivision. Lots 1 through 17 have adequate solar access to consider use of solar gain, and the climate allows a high return in costs invested when compared to many areas of the country. Proper window location and size will allow for deep winter sun penetration into the house. Proper overhangs at south facing windows will eliminate summer sun penetration into the house.

When designing the plan for a residence, the following considerations for room arrangement should be considered.

- (1) The south side of the building is a good location for living, family and dining rooms;
- (2) Locate rooms used least on the north to form a buffer to winds and cold;

- (3) Bathrooms and other "warm" rooms should be located toward the center of the house;
- (4) Cluster building spaces tightly to minimize the perimeter surface area;
- (5) Building openings should be designed to minimize heat loss. Tight door seals and/or air-lock door arrangements can prevent large air exchanges and reduce heat loss due to infiltration.

The use of mass within a building is very important for the storage of heat. Massive materials can be used most effectively to moderate interior temperatures if placed within the structure rather than outside of the structure.

#### V. LANDSCAPE

In order to maintain the natural beauty of the Rivers Edge Subdivision landscape, use of native plants and materials is strongly encouraged. The use of exotic plants foreign to the area except those proven over time as viable and appropriate (i.e., the lilac) is not permitted. Scale and overall design should be such that one senses the vegetation was integrated with the natural landscape rather than contrasting or imposing.

Building sites sloping in an excess of 25 percent shall be limited to a maximum of 1,000 square feet of irrigated area and this area shall be contiguous to structures on the site.

Planting outside of the defined irrigated areas shall be limited to native species compatible to the immediate surrounding flat community (example: aspen and spruce should not be introduced on sagebrush and grass hillsides outside of the defined

immediate irrigated area).

Irrigated landscape area should be defined from native vegetation areas by timber, stone or edging elements.

The maximum grade for a cut or fill slope in severe circumstances shall be 1 1/2' horizontal to 1' vertical. The preferred maximum slope for areas of cut and fill where revegetation is necessary is 2' horizontal to 1' vertical.

The maximum slope lengths of severe cut or fill shall be 20'.

Slope rounding creates a more natural appearing slope configuration and promotes rapid revegetation at the fringe of disturbed areas. Do not use a sharp "engineered" cut slope.

All topsoil should be salvaged from disturbed areas and respread prior to revegetation. Where possible, existing brush and grasses should be incorporated with stripped and respread topsoil.

The visible retaining walls should be limited to 6'. When retaining walls are required in a height exceeding the maximum of 6', multiple structures should be stepped back to create planting terraces.

Slopes to be revegetated with dry land species should be scarified, leaving an irregular surface to promote the maximum moisture retention and to create micro-environments more conducive to seed germination and plant growth. Scarification equipment marks should run parallel with the slopes contours.

Concentrations, snow melt and storm water runoff from impervious surfaces such as driveways, patios and roofs should be

avoided. Patio surfaces such as brick, flagstone or concrete pavers over a gravel and sand bed, will disperse run-off rather than concentrate it. Gravel driveways or grass create parking areas will also minimize concentrated run-off and lessen the possibility of localized erosion.

IN WITNESS WHEREOF, Declarant, the owner in fee of all of the lands described and subdivided as the Rivers Edge Subdivision, has executed this instrument this 4<sup>th</sup> day of Dec, 1992.

PLAZA DEL SOL, INC. a  
New Mexico Corporation

By Jerry P. Deal  
Jerry P. Deal, President

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF ~~BOHIOXANA~~ )  
LINCOLN )

Subscribed and sworn to before me this 4th day of December, 1992 by Jerry P. Deal as President of Plaza Del Sol, Inc., a New Mexico Corporation.

Witness my hand and official seal.

My commission expires:  
May 23, 1994

By Lore Valles  
Notary Public

Address:

**DISCLOSURE**

**STATEMENT**

**Please Read This  
Disclosure Statement  
Before You Sign  
any Documents or  
Agree to Anything**

PLEASE READ THIS  
DISCLOSURE STATEMENT  
BEFORE YOU SIGN  
ANY DOCUMENTS OR  
AGREE TO ANYTHING

This disclosure statement is intended to provide you with enough information to permit you to make an informed decision on the purchase or lease of property described in this statement. You should read carefully all of the information contained in this statement before you decide to buy or lease the described property. You should be aware of the fact that various state agencies may have issued opinions on both the subdivision proposal and what is said in this disclosure statement about the proposal. These opinions, when required to be issued, whether favorable or unfavorable, are contained in this disclosure statement and should also be read carefully.

The Board of County Commissioners have examined this disclosure statement to determine whether the subdivider can satisfy what he has said in this disclosure statement. However, the Board of County Commissioners does not vouch for the accuracy of what is said in this disclosure statement. Further, this disclosure statement is not a recommendation or endorsement of the subdivision by either the County or the State. It is informative only.

Finally, the Board of County Commissioners recommends that you see the property before buying or leasing it. However, if you do not see the property prior to purchasing or leasing it, you have six months from the time of purchase or lease to inspect the property. Upon inspecting the property, you have three days from the date of inspection to rescind the transaction and receive all of your money back from the subdivider. You must give the subdivider notice of your intent to rescind within three days of your inspection of the property.

1. NAME OF SUBDIVISION AND LOCATION

"Rivers Edge"  
Highway 70, 3 miles east of Glencoe, New Mexico

2. NAME AND ADDRESS OF SUBDIVIDER

Plaza Del Sol, Inc.  
133 Wyatt Dr. #1  
Las Cruces, NM 88005

3. NAME AND ADDRESS OF PERSON IN CHARGE OF SALES OR LEASING IN NEW MEXICO

Patricia A. Deal  
133 Wyatt Drive #1  
Las Cruces, NM 88005  
505-525-2000 or 505-526-2350

4. SIZE OF SUBDIVISION BOTH PRESENT AND ANTICIPATED

PRESENT:           Parcels/Lots - 24  
                  Acres in Subdivision - 48.578

ANTICIPATED:      Parcels/Lots 0  
                  Acres in Subdivision - 0

5. SIZE OF LARGEST PARCEL OFFERED FOR SALE OF LEASE WITHIN THE SUBDIVISION

Size of largest parcel in acres - 5.158

6. SIZE OF SMALLEST PARCEL OFFERED FOR SALE OR LEASE WITHIN THE SUBDIVISION

Size of smallest parcel in acres - 1.0

7. PROPOSED RANGE OF SELLING OR LEASING PRICES

\$25,000 - highest amount  
\$15,000 - lowest amount

8. FINANCING TERMS

None offered at this time

9. NAME AND ADDRESS OF HOLDER OF LEGAL TITLE

Kenneth and Irene Nosker  
Box 32  
San Patricio, NM

10. NAME AND ADDRESS OF PERSON HAVING EQUITABLE TITLE

Plaza Del Sol, Inc.  
133 Wyatt Dr. #1  
Las Cruces, NM 88005

Officers of Plaza Del Sol, Inc. are listed below.

Jerry P. Deal  
1907 W. Brown Rd.  
Las Cruces, NM 88005

Patricia A. Deal  
1907 W. Brown Rd.  
Las Cruces, NM 88005

11. CONDITION OF TITLE

Mortgages - None

Name of Each Mortgagee - None

Balance owing on each Mortgage - None

Summary of release provisions in each mortgage - None

Number of all real estate contracts on the subdivided land for which the subdivider is making payments as a purchaser - One

Balance owing on each real estate contract - \$132,000

Summary of the release provisions in the real estate contract follows: "The Escrow Agent shall deliver deeds to Buyers, and Buyers shall have title to the property described in such deeds, free and clear of any interest of Sellers, or any lien or encumbrance created by Sellers, as amounts of the purchase price are paid, and total principal sum paid, equals the remaining balance after closing divided by the total number of lots created in the approved subdivision. Selection of lots to be released shall be the option of the Buyers, and lots shall be released in a grouped manner where all releases are adjacent."

Statement of any other encumbrances on the land - None

Statement of any other conditions relevant to the state of the title - None

The full consequences to real estate contracts and owner's equity if subdivider goes bankrupt would be; owner's with legal title would not be affected and Kenneth and Irene Nosker would become the subdividers and liable for all agreements with Lincoln County with respect to Riversedge Subdivision. As a provision of the aforementioned real estate contract Plaza Del Sol, Inc. has executed and placed in escrow Special Warranty Deeds back to Kenneth and Irene Nosker for each approved lot, to be delivered to Kenneth and Irene Nosker in the event of bankruptcy or termination of the aforementioned real estate contract.

12. STATEMENT OF ALL RESTRICTION OR RESERVATIONS OF RECORD SUBJECTING THE SUBDIVIDED LAND TO ANY UNUSUAL CONDITIONS AFFECTING ITS USE OR OCCUPANCY.

See Declaration of Protective Covenants, Conditions with Architectural Control Guidelines for the Rivers Edge Subdivision.

13. ESCROW AGENT

Ruidoso State Bank  
Ruidoso, NM

Subdivider has no interest or financial ties with Ruidoso State Bank.

14. UTILITIES

Phone Service - Penasco Valley Telephone Coop.  
Estimated Cost - \$75.00

Electrical Service - Otero County Electric Coop.  
Estimated Cost - \$75.00 to \$4,500.00

Gas Service - Several L.P. Companies are available;  
Estimated Costs, January 14, 1992, from one Gas Company follows:

Cortez Gas-\$72.50 installation of 250 gallon tank with 50 gallon gas, additional gas \$0.62 per gallon

Water Service - Owners individual wells  
Estimated Costs - \$500.00 to \$2000.00

15. INSTALLATION OF UTILITIES

All utilities are to be extended by individual lot owners at the time of development associated costs are estimated in paragraph 14.

Water	Date Unknown	By Owner
Phone	1-14-92	By Owner
Electricity	1-14-92	By Owner
Gas	1-14-92	By owner
Liquid Waste Disposal	Date Unknown	By Owner
Solid Waste Disposal	Date Unknown	By Owner

16. UTILITY LOCATION

All utilities are now adjacent to the subdivision and are available at the estimated costs in paragraph 14. Primary Utilities (lines serving more than one residence) are to be located above ground, and all secondary utilities (lines serving one residence) on Lots are to be underground.

17. WATER USE

Per State Law, water is available for each lot. The Owner must apply to State Engineers Office and comply with his requirements. A permit must be granted by the State Engineer prior to any drilling of wells.

18. AMOUNT OF WATER

None provided by Subdivider

19. WATER DELIVERY

None

20. WATER SYSTEM EXTENSION

None

21. LIFE EXPECTANCY OF THE WATER SUPPLY

None provided but subterranean sources should be unlimited.

22. WELLS

Individual lot owners must provide their own wells. Average maximum depth to water in the subdivision is 100 feet. Water is available only from subterranean sources, the recommended total depth of wells is 120 feet. Estimated yield in gallons per minute (gpm) of wells completed to recommended total depths should be greater than 65 gallons per minute. An irrigation well, owned by Mr. Kenneth Nosker, located on the north side of the river adjacent to the west property line is 100 feet deep, cased with 12" pipe and has a number eight pump set at sixty-nine feet of depth. Mr. Nosker reports the well has delivered 800 gpm over periods of several days without lowering the level of standing water which is twenty-six feet below the surface. Most any pump designed for rural domestic use would be suitable for supplying water for individual domestic water users.

Lithological characteristics of formations from wells logged in the area are; silty clay loam from the surface to an average depth of approximately six feet, from six feet to fifty feet brown clays were encountered, gravel and cobbles are fairly consistent to approximately one hundred feet to a layer of red clay of unknown depth. Cobbles and gravel are generally of limestone origin.

23. SURFACE WATER

Even though the Ruidoso River bisects the "Rivers Edge" and the water is available to enjoy for recreation there is no available surface water without the purchase of additional water rights.

24. STATE AGENCIES OPINION'S ON WATER

(A) State Engineer's opinion on water quality.

NONE REQUIRED

(B) Environmental Improvement Divisions Opinion on Water Quality.

NONE REQUIRED

25. LIQUID WASTE DISPOSAL

Private Septic systems shall be used for liquid waste disposal per current New Mexico Environmental Improvement Divisions requirements. All individual lot owners shall apply for approval of septic system prior to construction.

26. ENVIRONMENTAL IMPROVEMENT AGENCY'S OPINION ON LIQUID WASTE DISPOSAL

NONE REQUIRED

27. SOLID WASTE DISPOSAL

Private disposal to approved landfill. There is no approved landfill in Lincoln County and all solid waste must be transported to out of county landfills by government or private contractors or individual owners. No burning is allowed.

28. ENVIRONMENTAL IMPROVEMENT AGENCY'S OPINION ON SOLID WASTE DISPOSAL

NONE REQUIRED

29. TERRAIN MANAGEMENT

The United States Department of Agriculture Soil Conservation Service has classified two types of soil in the "Rivers Edge", Gabaldon-Riverwash association, nearly level and Tortugas-Rock outcrop association, extremely steep. The average annual precipitation is 12 to 17 inches, the average annual temperature is 45 to 56 degrees F, and the average frost free period is 150 to 190 days.

The Gabaldon soil is very deep and well drained. It formed in alluvium derived from mixed sources. Typically, the upper 8 inches of the surface layer is brown silt loam and the lower 13 inches is dark brown loam. Permeability of the Gabaldon soil is moderate. Runoff is medium, and the hazard of water erosion is moderate. The hazard of soil blowing is high. The Gabaldon soil is well suited to pasture, orchard or annual crops.

The Tortugas soil is very shallow and well drained. It is material derived dominantly from limestone. Typically, the Tortugas soil is dark grayish brown very cobbly loam about 11 inches deep over limestone. Permeability is moderate. Runoff is rapid, and the hazard of water erosion is high. The hazard of soil blowing is slight. The potential plant community is mainly side oats grama, plains lovegrass, little bluestem and spike muhly. This unit is used for livestock grazing, wildlife habitat and woodland.

The subdivision has provided for large lots to reduce the impact of development to wildlife habitat and woodland. Livestock will not be allowed to randomly graze to reduce the potential of damaging the plant community particularly on the Tortugas soils. Native grasses must be maintained to prevent any possibility of erosion.

30. NATURAL RESOURCES CONSERVATION DISTRICT'S OPINION ON TERRAIN MANAGEMENT

NONE REQUIRED

31. SUBDIVISION ACCESS

The town of Glencoe is located approximately 3 miles to the west of "Rivers Edge" on U.S. Highway 70.

"Rivers Edge" is ordinarily accessible with conventional vehicles in all seasons and under all weather conditions.

All roads within "Rivers Edge" are 28 feet wide with a gravel wear course.

All roads are scheduled for completion by December, 1993

The roads within the subdivision will be designed as private roads and will be maintained by a Homeowners Association. Maintenance is detailed in Article IX of the Declaration of Protective Covenants, Conditions and Restrictions for Rivers Edge Subdivision.

32. STATE HIGHWAY DEPARTMENT'S OPINION ON ACCESS

NONE REQUIRED

33. DEVELOPMENT

A single lane covered bridge was designed to retain the rustic rural characteristic of "Rivers Edge", the bridge will be maintained by the Homeowners Association.

34. MAINTENANCE

Each lot owner shall be responsible for their proportional share of maintenance to be paid on annual basis, per paragraphs 31-33.

35. ADVERSE CONDITIONS

None noted, the area in general is utilized for agricultural uses

36. RECREATION FACILITIES

None

37. FIRE PROTECTION

Fire protection is provided by a volunteer fire department and is located across U.S. Highway 70 less than 1/4 mile away.

38. POLICE PROTECTION

Police protection is provided by the Lincoln County Sheriff's Department.

39. SCHOOLS

The nearest Elementary School is located in Hondo, New Mexico approximately nine miles over U.S. 70 to the east.

39. SCHOOLS (Cont'd)

The nearest secondary school is located in Hondo, New Mexico nine miles over U.S. 70 to the east.

40. HOSPITALS

The nearest hospital is Lincoln County Medical Center and is located in Ruidoso also, 42 general care beds are available and is 21 miles to the west over U.S. 70.

41. SHOPPING FACILITIES

The distance to major shopping facilities is 16 miles over U.S. 70 to downtown Ruidoso.

42. PUBLIC TRANSPORTATION

None

43. COMPLETION DATES

All Subdivider provided construction is projected for completion by December 1993.

44. SOILS SURVEY INFORMATION AND INTERPRETATION

NONE

45. INDICATE BY LOT AND BLOCK NUMBER ALL LOTS LOCATED ON A FLOODPLAIN OR FLOODFRINGE

As with all River valley land, during extreme conditions, Rivers Edge could and has historically flooded. There are no accepted flood studies available at the time of this disclosure. Buyers should be cautioned this property lies in a flood fringe. As a protective measure the Declaration of Protective Covenants, Conditions and Restrictions require the building finish floor of Lots (1-18 and 24) to be raised 2.5' feet above the average elevation of the building footprint. The subdivider beleives this to be adequate to raise the finish floor above any but the most severe floods. The purchaser must conduct his own evaluation of the potential conditions and build accordingly.

46. DRIVEWAY CULVERTS

Prior to installing a driveway culvert in a county borrow ditch, the subdivider or owner shall obtain the County Road Superintendent's written permission and instructions for such installation. Culverts for driveways must meet road design standards and be at lease 18" in diameter.

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,  
ARCHITECTURAL APPROVAL AND ROAD USE AND MAINTENANCE AGREEMENT OF  
RIVER'S EDGE SUBDIVISION

Whereas, Orilla del Rio, Ltd., a Limited Partnership, and Bernard F. Brown and Grace D. Brown, husband and wife, are the owners of all the Tracts/ Lots located in the following platted subdivision situate in the County of Lincoln, State of New Mexico:

RIVER'S EDGE, as shown by the plat thereof filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, December 4, 1992, in Cabinet E, Slide No. 278; and

Whereas, the above stated subdivision is subject to that certain Declaration of Protective Covenants, Conditions and Restrictions with Architectural Control Guidelines filed for record in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, on the 4th day of December, 1992, in Book 1992-15, pages 1062 to 1094, both inclusive; and

Whereas, Orilla del Rio, Ltd., a Limited Partnership, and Bernard F. Brown and Grace D. Brown, husband and wife, desire to and replace the above stated Declaration of Protective Covenants, Conditions and Restrictions with Architectural Control Guidelines, provide for an Architectural Control Committee and provide for a Road Use and Maintenance Agreement;

Now, therefore, this Amended Declaration of Covenants, Conditions and Restrictions, Architectural Approval and Road Use and maintenance Agreement, which amends and replaces the prior Declaration of Protective Covenants, Conditions and Restrictions for River's Edge Subdivision (so that future reference need be made only to this Amended Declaration of covenants, Conditions and Restrictions, Architectural Approval and Road Use and maintenance Agreement to determine the covenants, conditions and restrictions applicable to River's Edge Subdivision) is hereby adopted and shall be in full force and effect from and after the date of recording this instrument in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico. All of the real property located within River's Edge Subdivision, is hereby subjected to this Amended Declaration of Covenants, Conditions and Restrictions, Architectural Approval and Road Use and maintenance Agreement and shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, use and maintenance agreements which are for the purpose of protecting the value and desirability of and which shall run with the real property subject to this Amended Declaration and which shall be binding on all parties having any right, title or interest in the real property located within River's Edge Subdivision, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Plans, specifications, color scheme, materials and location of all structures and improvements, along with barns, stables, stalls and pens, must be approved in writing by the Architectural control committee, consisting of Jerry Deal and Patricia Deal, whose address is: P.O. box 2737, Las Cruces, New Mexico 88005, or their assigns, prior to constructions, alteration or placement on any tracts in the subdivision. All dwellings shall be completed as to exterior finish and appearance within twelve (12) months from the commencement date. Detached garages, workshops and barns may be constructed on the property prior to the main dwelling being built, so long as they are of new construction, kept in good repair and are not used for residential purposes. Each tract will have only one dwelling with the exception of one guest or servants house, which must contain a minimum of 500 square feet. Each dwelling must have a length to /width ratio of less than 2.5, (length/width=<2.5). No construction on residential or commercial tracts will have metal siding.

1.1 Setbacks- no structure shall be constructed on a lot closer than 20 feet to any property line except Lot 8 which shall be 10 feet. Walls and fences, if any, must be approved prior to construction by the Architectural Control Committee and shall not be closer to front street property lines than the tract boundary line and no closer than the tract boundary line to side street lines.

1.2 Maximum height- for any structure is 36 feet. No structures on any tract shall be over two (2) stories high. Roofs with a pitch of 6 inches in 12 inches or greater will have their maximum height point considered to be halfway between the ridge line and the average height of the eaves. Flues and chimneys will not be considered.

1.3 Roof materials- redwood and cedar shingles, metal roofs are acceptable and encouraged.

1.4 Exterior walls- wood board and batten, logs, stucco and native rock are appropriate. Plywood, masonite siding, shingles of any kind and brick are not acceptable.

1.5 Fencing- no chain link fencing except for dog run.

1.6 Utilities- all secondary utility extensions (from trunk lines to individual structures) must be underground.

1.7 Exterior lights- no light shall cause a glare to neighboring property or common areas.

2. Junk yard, pipe yard, wrecking yard, auto sales, R.V. parks or other similar businesses shall not be allowed. No machine parts, appliances or other such material may be kept on the property in an exposed manner. All such materials must be kept in an enclosed workshop, storage building or garage.

3. No commercial activity or business will be allowed to operate on any residential tract with exception of a personal home office. Offensive and immoral activity will not be allowed, whether for profit or not, on any residential tract.

4. The Architectural control committee may waive or alter any setback requirements, if the Architectural Control committee in the exercise of the Architectural control committee's sole discretion, such waiver, or alteration is necessary to permit effective utilization of a tract. Any such waiver or alteration must be in writing and recorded in the records of the County Clerk of Lincoln County, New Mexico. All dwellings placed on the property must be equipped with septic tank or other sewage disposal system, along with a water well meeting all county and state applicable laws, rules, standards and specifications. The cost and responsibility of bringing utilities onto each property from the nearest source available to the subdivision will be at the sole cost and responsibility of each individual property owner. Any and all utilities must be placed underground.

5. No structure of a temporary character, whether basement, shack, garage, barn or other out building shall be maintained or used on any tract at any time as a residence, either temporarily or permanently.

6. No dwelling or other detached building shall be located over, under, upon or across any portion of any utility easement reflected by the subdivision plat referred to herein or by any separate recorded easement document. Unless otherwise stated in the recorded easement document, each individual property owner, or their successors and assigns shall have the right to construct, keep and maintain concrete drives, fences and similar improvement across any utility easement, and shall be entitled to cross such easements at all times for the purpose of gaining access to and from the property, provided, however, any concrete drive, fence or similar improvement placed upon such utility easement by the individual property owners, or their successors and assigns, shall be constructed, maintained and used at each individual property owner's or their successors' and assigns' risk and, as such, the individual property owners, or their successors and assigns, shall be responsible for (i) any and all repairs to the concrete drive, fences and similar improvements which cross or are located upon such utility easements; and (ii) repairing any damage to said improvements caused by any public utility in the course of installing, operating, maintaining, repairing or removing its facilities located within the utility easement.

7. Wind generators or any type of antennas will not be permitted without the approval of the Architectural Control committee; however, the Architectural Control Committee shall be under no obligation to grant such approval. Satellite dishes shall be allowed as long as they are approved by the Architectural Control Committee, and they are placed on the property out of sight and not offensive to the adjoining property owners.

8. The discharge or use of firearms is expressly prohibited.

9. Garbage, trash or other refuse shall not be permitted to be dumped or burned on any portion the property. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers, and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. The property shall not be used as a depository for abandoned or junked motor vehicles. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on the property. Any motor vehicle being repaired or restored must be housed in a garage or outbuilding for that purpose.

11. No signs, advertisements, billboards or advertising structures or any kind may be erected or maintained on any residential properties except one (1) professionally made sign not more than 24 inches square, advertising an owners tract for sale or rent, and one professionally made sign, not more than 18 inches by 36 inches, identifying the tract owner's name or names.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any tract except one (1) horse or cow per lot. Provided however, animals being raised for 4-H school sponsored programs will be permitted. No pigs or hogs will be permitted under any circumstances or programs. All animals being raised by individual tract owners must be kept in a fenced area on the owner's tract. Dogs, cats or other common household pets may be kept on a tract. Dogs must be kept in a kennel, dog run or fenced in area that confines the dog(s) to that area. Dogs will not be permitted to run loose in the subdivision and must be vaccinated for rabies according to State law once a year and registered with Lincoln County once a year. Horses, cows and 4-H animals and household pets at no time shall become a nuisance or threat to other owners.

13. Grazing Grass and soil cover are extremely fragile. Open grazing shall be limited and no tract at any time may be overgrazed. Any livestock allowed on any tract shall have stable facilities with effective fly control and animals shall be fed supplemental feed. Further, in the event that any animal(s) cause excess erosion or damage to grass or soil cover, the Architectural Control Committee may require the owner to remove such animals.

14. Drainage culvert installation is subject to the inspection and approval of the Architectural control Committee, its successors or assigns, and is to meet county and state requirements.

15. If any individual property owner, or their successors or assigns, violates these restrictions, the property owner violating the restrictions shall be liable for reasonable attorney's fees and costs incurred by the Architectural Control Committee, its successors and assigns, in the enforcement of these restrictions. Additionally, in the event of failure of any individual property owner, or their successors and assigns to comply with the above requirements after ten (10) days' written notice thereof, the Architectural Control Committee, or its successors and assigns, without liability to the Architectural Control Committee, its successors or assigns or any occupants of the property, in trespass or otherwise, may enter upon (and/or authorize one or more others to enter upon) said property and cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions. Payment for any charges incurred shall be payable on the first day of the next calendar month.

16. These restrictions and architectural approval by the Architectural Control Committee, its successors or assigns shall be binding upon all individual property owners, their successors and assigns. The Architectural Control Committee shall not be liable in damages to any person or association submitting any plans for approval or any action, or to any owners of the land in River's Edge Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to any action or plans. Any person or association acquiring title to any property in the River's Edge Subdivision, or any person or association submitting plans to the Architectural Control Committee for approval, by so doing, does agree and covenant that he or it will not bring any action or suit against the Architectural Control Committee, its members, or its advisors, employees, or agents.

17. Recreational vehicles will be allowed on the property temporarily for a maximum period of two weeks each month, however, said vehicles will not be a nuisance to the other tracts. No dumping of sewage, water or other debris on the property will be allowed during the time the recreational vehicle is located on the property. When dwelling construction is completed, the owners recreational vehicle will be placed out of sight from the front of the property or be placed in its own garage or screened area.

18. All tracts in the subdivision are to be used for residential purposes only.

19. The Architectural Control Committee, its successors and assigns, may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements

as promulgated from time to time by the Architectural Control Committee, when circumstances such as topography, natural obstructions, tract configuration, tract size, hardship, aesthetic or environmental considerations require a variance. The Architectural Control Committee reserves the right to grant variances as to building set-back lines. Such variances must be evidenced in writing and shall become effective when signed by the Architectural Control Committee. If any such variances are granted, no violation of the provision of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

20. ROAD USE AND MAINTENANCE: River's Edge Drive and Monroe Court are private drives for residential use only. The owners of lots in River's Edge Subdivision will be responsible for any maintenance of any structure, fence or wall that is erected at the entrance to River's Edge Drive. Should any tract owner fail to pay their pro-rata share of expenses within 30 days after the work is completed, they will be subject to a lien being filed on their tract in this subdivision. Each tract owner shall be obligated to pay his/her pro-rata share of maintenance and improvement expenses within thirty (30) days after work is completed. Pro-rata share of expenses shall be in an amount equal to one-twenty fourth (1/24) as determined by the right to vote. Each lot shall have one vote. In the event such lien is filed it may be foreclosed in the manner in which mortgages are foreclosed in the State of New Mexico and the prevailing party shall be entitled to attorney's fees and costs. Should the owners of Lots 1-24 fail to maintain the road according to such county standards for county roads in Lincoln County as of January 1, 1993, any owner of any tract aggrieved by the failure of the majority to maintain the road according to such county standards shall have the right to initiate action within the District Court of Lincoln County, New Mexico, for declaratory relief, temporary restraining order, injunction, specific performance or other appropriate remedy to force the remaining owners to maintain River's Edge Drive and Monroe Court in accordance with such county road standards. In the event suit is brought to maintain River's Edge Drive and Monroe Court in accordance with county road standards by any owner, the prevailing party shall be entitled to reasonable attorney's fees and costs.

21. The Architectural Control Committee will assign its duties to the property owners when the subdivision is sold out, and it will be the responsibility of the property owners to fulfill the obligations and intentions of these restrictive covenants from that day forward.

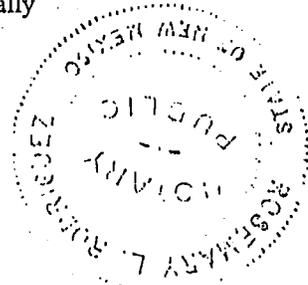
22. The terms "tract" or "lot" as used herein shall mean a lot as shown on the plat. No tract may be divided or subdivided for any reason.

WITNESS our hands and seals this 7<sup>th</sup> day of July, 1998.

Bernard F. Brown  
Bernard F. Brown, Individually

Grace D. Brown  
Grace D. Brown, Individually

Jerry P Deal  
Jerry P Deal, Managing Partner  
Orilla del Rio



STATE OF NEW MEXICO )  
COUNTY OF DONA ANA )

ss.  
This instrument was acknowledged before me on the 7<sup>th</sup> day of July, 1998, by Orilla del Rio, a Limited Partnership, Bernard F. Brown and Grace D. Brown, individually.

My commission expires:  
01/12/2002

Rosemary Rodriguez  
Notary Public

Purchaser acknowledges receipt of Amended Declaration of Covenants, Conditions and Restrictions Architectural Approval and Road Use and Maintenance Agreement for River's Edge Subdivision: Purchaser \_\_\_\_\_  
Date \_\_\_\_\_

CONSENT TO  
AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
ARCHITECTURAL APPROVAL AND ROAD USE AND MAINTENANCE AGREEMENT  
OF  
RIVER'S EDGE SUBDIVISION

Orilla del Rio, Ltd., a limited liability company, successor to Plaza Del Sol, Inc., a New Mexico Corporation, being the original developer and subdivider of the following described real estate in Lincoln County, New Mexico:

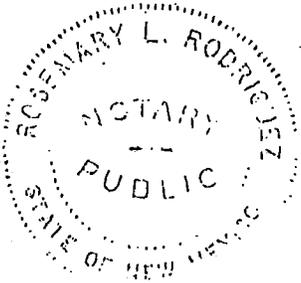
RIVER'S EDGE, as shown by the plat thereof filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, December 4, 1992, in Cabinet E, Slide No. 278;

does hereby give its' written consent to the foregoing Amended Declaration of Covenants, conditions and Restrictions, Architectural Approval and Road Use and Maintenance Agreement of River's Edge Subdivision.

WITNESS its hand and seal this 7<sup>th</sup> day of July, 1998.

Orilla del Rio, Ltd.  
A New Mexico limited liability company

By: [Signature]  
Jerry P. Deal, Managing Partner of  
Orilla del Rio



STATE OF NEW MEXICO )

ss.

COUNTY OF DONA ANA )

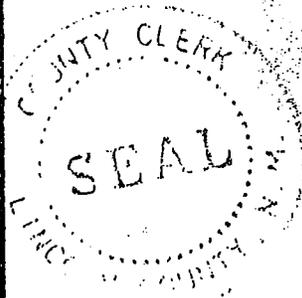
This instrument was acknowledged before me on the 7<sup>th</sup> day of July, 1998, by Orilla del Rio, a New Mexico limited liability company

My commission expires:

01/12/2002

[Signature]  
Notary Public

STATE OF NEW MEXICO	} SS
COUNTY OF LINCOLN	
Recorded this <u>8<sup>th</sup></u> day of <u>July</u> , 19 <u>98</u> , at <u>3:05</u> P.M. in the Lincoln County Records.	
Book <u>1998-12</u> , Pages <u>443-447</u>	
<u>[Signature]</u> Lincoln County Clerk	
By: <u>[Signature]</u> Deputy	
Rec. # <u>98-06205</u> Fees: \$ <u>15.00</u>	



447

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,  
ARCHITECTURAL APPROVAL AND ROAD USE AND MAINTENANCE AGREEMENT OF  
RIVER'S EDGE SUBDIVISION

Whereas, Orilla del Rio, Ltd., a Limited Partnership, and Bernard F. Brown and Grace D. Brown, husband and wife, and Ana Cardenas, and Mary L. Lopez are the owners of all the Tracts/ Lots located in the following platted subdivision situate in the County of Lincoln, State of New Mexico:

RIVER'S EDGE, as shown by the plat thereof filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, December 4, 1992, in Cabinet E, Slide No. 278; and

Whereas, the above stated subdivision is subject to that certain Declaration of Protective Covenants, Conditions and Restrictions with Architectural Control Guidelines filed for record in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, on the 8th day of July, 1998, in Book 1998-12, pages 443 to 447, both inclusive; and

Whereas, Orilla del Rio, Ltd., a Limited Partnership, and Bernard F. Brown and Grace D. Brown, husband and wife, and Ana Cardenas, and Mary L. Lopez desire to and replace the above stated Declaration of Protective Covenants, Conditions and Restrictions with Architectural Control Guidelines, provide for an Architectural Control Committee and provide for a Road Use and Maintenance Agreement and Amended Declaration of Covenants, Conditions and Restrictions, Architectural Approval and Road Use and Maintenance Agreement of River's Edge Subdivision, Dated July 7, 1998;

Now, therefore, this Amended Declaration of Covenants, Conditions and Restrictions, Architectural Approval and Road Use and maintenance Agreement, which amends and replaces the prior Declaration of Protective Covenants, Conditions and Restrictions for River's Edge Subdivision (so that future reference need be made only to this Amended Declaration of covenants, Conditions and Restrictions, Architectural Approval and Road Use and maintenance Agreement to determine the covenants, conditions and restrictions applicable to River's Edge Subdivision) is hereby adopted and shall be in full force and effect from and after the date of recording this instrument in the office of the country Clerk and Ex-officio Recorder of Lincoln County, New Mexico. All of the real property located within River's Edge Subdivision, is hereby subjected to this Amended Declaration of Covenants, Conditions and Restrictions, Architectural Approval and Road Use and maintenance Agreement and shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, use and maintenance agreements which are for the purpose of protecting the value and desirability of and which shall run with the real property subject to this Amended Declaration and which shall be binding on all parties having any right, title or interest in the real property located within River's Edge Subdivision, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. All dwellings shall be completed as to exterior finish and appearance within twelve (12) months from the commencement date. Detached garages, workshops and barns may be constructed on the property prior to the main dwelling being built, so long as they are of new construction, kept in good repair and are not used for residential purposes. Each tract will have only one dwelling with the exception of one guest or servants house, which must contain a minimum of 500 square feet. Each dwelling must have a length to /width ratio of less than 2.5, (length/width=<2.5). No dwelling construction on residential tracts will have metal siding, barns or detached garages ( workshops) may be of metal construction with metal siding.

1.1 Setbacks- no structure shall be constructed on a lot closer than 20 feet to any property line except Lot 8 which shall be 10 feet. Walls and fences, if any, shall not be closer to front street property lines than the tract boundary line and no closer than the tract boundary line to side street lines.

1.2 Maximum height- for any structure is 36 feet. No structures on any tract shall be over two (2) stories high. Roofs with a pitch of 6 inches in 12 inches or greater will have their maximum height point considered to be halfway between the ridge line and the average height of the eaves. Flues and chimneys will not be considered.

1.3 Roof materials- redwood and cedar shingles, metal roofs are acceptable and encouraged.

684

1.4 Exterior walls- wood board and batten, logs, stucco and native rock are appropriate. Plywood, masonite siding, shingles of any kind and brick are not acceptable.

1.5 Fencing- no chain link fencing except for dog run.

1.6 "Not Used"

1.7 Exterior lights- no light shall cause a glare to neighboring property or common areas.

2. Junk yard, pipe yard, wrecking yard, auto sales, R.V. parks or other similar businesses shall not be allowed. No machine parts, appliances or other such material may be kept on the property in an exposed manner. All such materials must be kept in an enclosed workshop, storage building or garage.

3. No commercial activity or business will be allowed to operate on any residential tract with exception of a personal home office. Offensive and immoral activity will not be allowed, whether for profit or not, on any residential tract.

4. All dwellings placed on the property must be equipped with septic tank or other sewage disposal system, along with a water well meeting all county and state applicable laws, rules, standards and specifications. The cost and responsibility of bringing utilities onto each property from the nearest source available to the subdivision will be at the sole cost and responsibility of each individual property owner.

5. No structure of a temporary character, whether basement, shack, garage, barn or other out building shall be maintained or used on any tract at any time as a residence, either temporarily or permanently.

6. No dwelling or other detached building shall be located over, under, upon or across any portion of any utility easement reflected by the subdivision plat referred to herein or by any separate recorded easement document. Unless otherwise stated in the recorded easement document, each individual property owner, or their successors and assigns shall have the right to construct, keep and maintain concrete drives, fences and similar improvement across any utility easement, and shall be entitled to cross such easements at all times for the purpose of gaining access to and from the property, provided, however, any concrete drive, fence or similar improvement placed upon such utility easement by the individual property owners, or their successors and assigns, shall be constructed, maintained and used at each individual property owner's or their successors' and assigns' risk and, as such, the individual property owners, or their successors and assigns, shall be responsible for (i) any and all repairs to the concrete drive, fences and similar improvements which cross or are located upon such utility easements; and (ii) repairing any damage to said improvements caused by any public utility in the course of installing, operating, maintaining, repairing or removing its facilities located within the utility easement.

7. Wind generators will not be allowed. Satellite dishes shall be allowed as long as they are placed on the property out of sight and not offensive to the adjoining property owners.

8. "Not Used"

9. Garbage, trash or other refuse shall not be permitted to be dumped or burned on any portion the property. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers, and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. The property shall not be used as a depository for abandoned or junked motor vehicles. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on the property. Any motor vehicle being repaired or restored must be housed in a garage or outbuilding for that purpose.

11. No signs, advertisements, billboards or advertising structures or any kind may be erected or maintained on any residential properties except one (1) professionally made sign not more than 24 inches square, advertising an owners tract for sale or rent, and one professionally made sign, not more than 18 inches by 36 inches, identifying the tract owner's name or names.

685

12. No pigs or hogs will be permitted except as a house pet. Two large animals, horses or cows, shall be allowed per acre. All animals being raised by individual tract owners must be kept in a fenced area on the owner's tract with supplemental feed. No individual tract owner will allow their tract to be overgrazed or become a 'barren parcel of dirt', it is the specific desire of the property owners to maintain green pasture appearance of all lots. Dogs, cats or other common household pets may be kept on a tract. Dogs must be kept in a kennel, dog run or fenced in area that confines the dog(s) to that area. Dogs will not be permitted to run loose in the subdivision and must be vaccinated for rabies according to State law once a year and registered with Lincoln County once a year. Animals and household pets at no time shall become a nuisance or threat to other owners.

13. Grazing Grass and soil cover are extremely fragile. Open grazing shall be limited and no tract at any time may be overgrazed. Any livestock allowed on any tract shall have stable facilities with effective fly control and animals shall be fed supplemental feed. Further, in the event that any animal(s) cause excess erosion or damage to grass or soil cover, the owner may be required to remove such animals.

14. Drainage culvert installation shall meet county and state requirements.

15. If any individual property owner, or their successors or assigns, violates these restrictions, the property owner violating the restrictions shall be liable for reasonable attorney's fees in the enforcement of these restrictions.

16. These restrictions shall be binding upon all individual property owners, thier successors and assigns.

17. Recreational vehicles will be allowed on the property. A maximum stay of two consecutive weeks shall be allowed on any undeveloped tract. A maximum stay of six consecutive months shall be allowed on any developed lot, however the owner must occupy the RV during the time it is on the tract, except for short periods of time. For the purpose of this section a developed lot shall be a lot that has a septic system, a water source, and electric service approved by the appropriate state agency. Visiting RV's shall stay a maximum period of one month on any developed lot, however, said vehicles will not be a nuisance to the other tracts. Use of a tract for the permanent installation of a RV is not allowed for any reason. A RV may not be substituted for a vacation type cabin or structure.

18. All tracts in the subdivision are to be used for residential purposes only.

19. The Architectural Control Committe, its successores and assigns, may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Architectural Control Committee, when circumstances such as topography, natural obstructions, tract configuration, tract size, hardship, aesthetic or environmental considerations require a variance. The Architectural Control Committee reserves the right to grant variances as to building set-back lines. Such variances must be evidenced in writing and shall become effective when signed by the Architectural Control Committee. If any such variances are granted, no violation of the provision of this Declaration shall deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

20. ROAD USE AND MAINTENANCE: River's Edge Drive and Monroe Court are private drives for residential use only. The owners of lots in River's Edge Subdivison will be responsible for any maintenance of any structure, fence or wall that is erected at the entrance to River's Edge Drive. Should any tract owner fail to pay their por-rata share of expenses within 30 days after the work is completed, they will be subject to a lien being filed on their tract in this subdivision. Each tract owner shall be obligated to pay his/her pro-rata share of maintenance and improvement expenses within thirty (30) days after work is completed. Pro-rata-share of expenses shall be in an amount equal to one-twenty fourth (1/24) as determined by the right to vote. Each lot shall have one vote. In the event such lien is filed it may be foreclosed in the manner in which mortgages are foreclosed in the State of New Mexico and the prevailing party shall be entitled to attorney's fees and costs. Should the owners of Lots 1-24 fail to maintain the road according to such county standards for county roads in Lincoln County as of January 1, 1993, any owner of any tract aggrieved by the failure of the majority to maintain the road according to such county standards shall have the right to initiate action within the District Court of Lincoln County, New Mexico, for declaratory relief, temporary restraining order, injuction,

686

specific performance or other appropriate remedy to force the remaining owners to maintain River's Edge Drive and Monroe Court in accordance with such county road standards. In the event suit is brought to maintain River's Edge Drive and Monroe Court in accordance with county road standards by any owner, the prevailing party shall be entitled to reasonable attorney's fees and costs.

21. The Architectural Control Committee shall be the property owners, and it will be the responsibility of the property owners to fulfill the obligations and intentions of these restrictive covenants from this day forward. A two-thirds majority vote by lot (one lot equals one vote) shall be required for final decision of any question.

22. The terms "tract" or "lot" as used herein shall mean a lot as shown on the plat. No tract may be divided or subdivided for any reason.

WITNESS our hands and seals this 17<sup>th</sup> day of July, 1998.

Bernard F. Brown  
Bernard F. Brown, Individually

Grace D. Brown  
Grace D. Brown, Individually

Ana Cardenas  
Ana Cardenas, Individually

Mary L. Lopez  
Mary L. Lopez, Individually

Jerry Deal  
Jerry Deal, Managing Partner  
Orilla del Rio

STATE OF NEW MEXICO )  
COUNTY OF Bernalillo )

ss.

This instrument was acknowledged before me on the 17<sup>th</sup> day of Sept 1998, by Orilla del Rio, a Limited Partnership, Bernard F. Brown and Grace D. Brown, individually.

My commission expires:  
August 8, 2003

Joanna Sarmiento  
Notary Public

Purchaser acknowledges receipt of Amended Declaration of Covenants, Conditions and Restrictions Architectural Approval and Road Use and Maintenance Agreement for River's Edge Subdivision: Purchaser \_\_\_\_\_  
Date \_\_\_\_\_

CONSENT TO  
AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
ARCHITECTURAL APPROVAL AND ROAD USE AND MAINTENANCE AGREEMENT  
OF  
RIVER'S EDGE SUBDIVISION

Orilla del Rio, Ltd., a limited liability company, successor to Plaza Del Sol, Inc., a New Mexico Corporation, being the original developer and subdivider of the following described real estate in Lincoln County, New Mexico:

RIVER'S EDGE, as shown by the plat thereof filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, December 4, 1992, in Cabinet E, Slide No. 278;

does hereby give its' written consent to the foregoing Amended Declaration of Covenants, conditions and Restrictions, Architectural Approval and Road Use and Maintenance Agreement of River's Edge Subdivision.

WITNESS its hand and seal this 17 day of Sept, 1998.

Orilla del Rio, Ltd.  
A New Mexico limited liability company

By: [Signature]  
Jerry P. Deal, Managing Partner of  
Orilla del Rio

STATE OF NEW MEXICO )  
COUNTY OF LINCOLN )

ss.

This instrument was acknowledged before me on the 17 day of Sept, 1998, by Orilla del Rio, a New Mexico limited liability company.

My commission expires: 8-8-03

[Signature]  
Notary Public

STATE OF NEW MEXICO	}	SS
COUNTY OF LINCOLN		
Recorded this <u>17th</u> day of <u>September</u> , 19 <u>99</u> , at <u>3:30 P.M.</u>		
In the Lincoln County Records.		
Book <u>201</u> , Pages <u>684-688</u> .		
<u>Martha M. Pectore</u> Lincoln County Clerk		
By: <u>Charlotti Emmons</u> Deputy		
Rec. # 199909325	Fee: \$	15.00

688



EASEMENT

KNOW ALL MEN BY THESE PRESENTS: that the undersigned (hereinafter called the "Grantor", whether single or plural, individual or corporate or masculine or feminine), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby grant unto OTERO COUNTY ELECTRIC COOPERATIVE, Inc., a New Mexico rural electric cooperative corporation (hereinafter called the "Cooperative"), the address of which is Clostermoff, New Mexico, 88317, and to its successors and assigns, the perpetual right to enter upon the lands of the undersigned, situated in the County of Lincoln, State of New Mexico, and more particularly described as follows:

DACKHORN LINE INTO RIVER'S BEND SUBDIVISION, A 48.58 ACRES TRACT IN THE SW/4 OF SECTION 19 AND THE NE/4 OF SECTION 30, T10S, R16E, N3PM, LINCOLN COUNTY, NEW MEXICO

and to construct, operate and maintain an electric transmission and/or distribution line or system on the above described land and/or in or upon all streets, roads or highways abutting said lands; to inspect and patrol and make such repairs, changes, alterations, improvements, relocations, upgrading, repainting, removal from and substitutions and addition to its facilities as the Cooperative may from time to time deem advisable, including, but not limited to, the right to increase or decrease the number of conductors, wires, cable, poles, anchors, transformers and other attachments, accessories and appurtenances to each line or system; to cut, trim and control the growth, by chemical means, machinery or otherwise, of trees and shrubbery within (1) FIFTY (50) feet of the centerline of said line or system, or that may interfere with or threaten to endanger the operation or maintenance of said line or system, including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed; to keep the easement clear of all buildings, structures or other obstructions; and in license, permit or otherwise agree to the joint use of occupancy of the lines or system by any other person, association or corporation.

For the purpose of exercising the rights granted pursuant to the foregoing paragraph, the Cooperative shall have the right of ingress and egress from the easement over and through the lands of the Grantor adjacent to the easement and lying between public or private roads and the easement, such right to be exercised in such manner as shall occasion the least practical damage and inconvenience to the Grantor. The facilities erected hereunder shall remain the property of the Cooperative.

The Grantor covenants that he, they or it is seized of and has the right to convey the said easement, rights and privileges; that the Cooperative shall have quiet and peaceful possession, use and enjoyment of the aforesaid easement, rights and privileges, and that the said land are free and clear of encumbrances and liens of whatsoever character (except those held by the following persons:

NONE)

The Grantor reserves unto himself, themselves or itself, their heirs, successors, and assigns, the right to take, use and enjoy the land embraced within this easement in every manner not inconsistent with this grant. Grantor will not, without the written permission of the Cooperative:

- 1.) Erect, construct or maintain any building, fence, wall or other structure on, place or store any material on, park any vehicle on or grade, excavate, fill or flood the right-of-way in any matter which, in the opinion of the Cooperative, may interfere with or threaten to endanger the exercise of the rights herein granted, or which may create a hazard.
2.) Make any attachment of any kind in any pole, wire or other structure or facility of the Cooperative within the right-of-way. The restrictions and conditions contained in this Easement shall be incorporated into any conveyance, subdivision plan or restrictive covenants concerning the above described land, being covenants running with the land.

"No term or condition of this easement and no breach thereof shall be waived, altered, or modified except by a written instrument executed by Cooperative and grantor."

This Easement is assignable, and the provisions hereof shall inure to the benefits of and be binding upon the Grantor and the Cooperative, and their respective heirs, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Easement this 5th day of May, 1999.

Signature line for JERRY F DEAL, Grantor, and ORILLA DEL RIO, Cooperative Name.

STATE OF NEW MEXICO }
COUNTY OF LINCOLN } SS:

The foregoing instrument was acknowledged before me this 18 day of May, 1999.

Signature line for JERRY F DEAL, Print Cooperator Name.

Notary's Signature line with circular notary seal.

My Commission Expires 1, 9, 02.

STATE OF NEW MEXICO }
COUNTY OF LINCOLN } SS:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 19\_\_.

Signature line for Print Cooperator Name.

Notary's Signature line with circular notary seal.

My Commission Expires \_\_\_/\_\_\_/\_\_\_.

STATE OF NEW MEXICO, COUNTY OF LINCOLN:
Recorded this 10th day of September, 1999, at 1:11 P. M. in the Lincoln County Records,
Book 201, Page(s) 30.

Martha McKnight Proctor, Lincoln County Clerk.
By: [Signature] Deputy Clerk
Rec. # 199909020 - Fee \$ 7.00

30



# EASEMENT

KNOW ALL MEN BY THESE PRESENT; that the undersigned (hereinafter called the "Grantor", whether single or plural, individual or corporate or masculine or feminine), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby grant unto OTERO COUNTY ELECTRIC COOPERATIVE, Inc., a New Mexico rural electric cooperative corporation (hereinafter called the "Cooperative"), the address of which is Cloudercroft, New Mexico, 88317, and to its successors and assigns, the perpetual right to enter upon the lands of the undersigned, situated in the County of Lincoln, State of New Mexico, and more particularly described as follows:

## LOT 13, RIVERS EDGE SUBDIVISION LINCOLN COUNTY, NEW MEXICO

and to construct, operate and maintain an electric transmission and/or distribution line or system on the above described land and/or in or upon all streets, roads or highways abutting said lands; to inspect and patrol and make such repairs, changes, alterations, improvements, relocations, upgrading, rephasing, removal from and substitutions and additions to its facilities as the Cooperative may from time to time deem advisable, including, but not limited to, the right to increase or decrease the number of conduits, wires, cable, poles, anchors, transformers and other attachments, accessories and appurtenances to each line or system; to cut, trim and control the growth, by chemical means, machinery or otherwise, of trees and shrubbery within FIVE (5) feet of the centerline of said line or system, or that may interfere with or threaten to endanger the operation or maintenance of said line or system, including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed; to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use of occupancy of the lines or system by any other person, association or corporation.

For the purpose of exercising the rights granted pursuant to the foregoing paragraph, the Cooperative shall have the right of ingress to and egress from the easement over and through the lands of the Grantor adjacent to the easement and lying between public or private roads and the easement, such right to be exercised in such manner as shall occasion the least practical damage and inconvenience to the Grantor. The facilities erected hereunder shall remain the property of the Cooperative.

The Grantor covenants that he, they or it is seized of and has the right to convey the said easement, rights and privileges; that the Cooperative shall have quiet and peaceful possession, use and enjoyment of the aforesaid easement, rights and privileges, and that the said land are free and clear of encumbrances and liens of whatsoever character (except those held by the following persons:

The Grantor reserves unto himself, themselves or itself, their heirs, successors, and assigns, the right to take, use and enjoy the land embraced within this easement in every manner not inconsistent with this grant. Grantor will not, without the written permission of the Cooperative:

- 1.) Erect, construct or maintain any building, fence, wall or other structure on, place or store any material on, park any vehicle on or grade, excavate, fill or flood the right-of-way in any matter which, in the opinion of the Cooperative, may interfere with or threaten to endanger the exercise of the rights herein granted, or which may create a hazard.
- 2.) Make any attachment of any kind to any pole, wire or other structure or facility of the Cooperative within the right-of-way. The restrictions and conditions contained in this Easement shall be incorporated into any conveyance, subdivision plat or restrictive covenants concerning the above described land, being covenants running with the land.

"No term or condition of this easement and no breach thereof shall be waived, altered, or modified except by a written instrument executed by Cooperative and guarantor."

This Easement is assignable, and the provisions hereof shall inure to the benefits of and be binding upon the Grantor and the Cooperative, and their respective heirs, devices, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Easement this 8th day of Nov., 2007

	<b>JAMES KECK</b>		<b>CYNDI KECK</b>
Consumers Signature	Print Consumers Name	Consumers Signature	Print Consumers Name

STATE OF \_\_\_\_\_  
COUNTY OF LINCOLN, NEW MEXICO } SS:  
The foregoing instrument was acknowledged before me this 8th day of Nov., 2007

by JAMES & CYNDI KECK  
Print Consumers Name



6 29 10  
My Commission Expires



LINCOLN COUNTY-NM  
TAMMIE J MADDOX, CLERK  
200807618  
Book 2008 Page 7618  
1 of 1  
09/15/2008 03:11:50 PM  
BY LOREE1

# IMPROVEMENT LOCATION REPORT

THIS IS TO CERTIFY TO THE TITLE COMPANY THAT ON 3/5/2008, I MADE AN INSPECTION OF THE PREMISES SITUATED AT 13 RIVER'S EDGE DRIVE, RIVER'S EDGE, LINCOLN COUNTY, NEW MEXICO, DESCRIBED AS:

*LOT 13, OF RIVER'S EDGE SUBDIVISION, LINCOLN COUNTY, NEW MEXICO, AS SHOWN BY THE PLAT THEREOF FILED IN THE OFFICE OF THE COUNTY CLERK AND EX-OFFICIO RECORDER OF LINCOLN COUNTY, NEW MEXICO, ON DECEMBER 4, 1992, IN CABINET E, SLIDE No. 278.*

NOTE: THE ERROR OF CLOSURE DOES NOT EXCEED ONE FOOT FOR EVERY 100,000 FEET ALONG THE PERIMETER OF THE RECORD BOUNDARY.

EASEMENTS SHOWN HEREON ARE AS LISTED IN TITLE COMMITMENT NUMBER 30401 PROVIDED BY THE TITLE COMPANY.

I FURTHER CERTIFY AS TO THE PRESENCE OF THE FOLLOWING AT THE TIME OF MY INSPECTION:

1. ACCESS TO PREMISES: PUBLIC ROAD - SEE SKETCH
2. EVIDENCE OF RIGHTS-OF-WAY, OLD HIGHWAYS OR ABANDONED ROADS, LANES, TRAILS, ALLEYS OR DRIVEWAYS, SEWER DRAINS, WATER, GAS OR OIL PIPELINES ON OR CROSSING SAID PREMISES: NONE
3. SPRINGS, STREAMS, RIVERS, PONDS, OR LAKES LOCATED, BORDERING ON OR THROUGH SAID PREMISES, (NOTE THAT WATER BOUNDARIES ARE SUBJECT TO CHANGE DUE TO NATURAL CAUSES AND MAY OR MAY NOT REPRESENT THE ACTUAL LOCATION OF THE LIMIT OF TITLE): THE NORTHERLY BOUNDARY IS THE CENTERLINE OF THE RIO RUIDOSO - SEE SKETCH
4. EVIDENCE OF CEMETERIES OR FAMILY BURIAL GROUNDS LOCATED, BORDERING ON OR THROUGH SAID PREMISES: NONE
5. OVERHEAD UTILITY POLES, ANCHORS, PEDESTALS, WIRES OR LINES OVERHANGING OR CROSSING SAID PREMISES AND SERVING OTHER PROPERTIES: AN OVERHEAD ELECTRIC LINE CROSSES PROPERTY - SEE SKETCH
6. JOINT DRIVEWAYS OR WALKWAYS, JOINT GARAGES, PARTY WALLS OR RIGHTS OF SUPPORT, STEPS OR ROOFS IN COMMON: NONE
7. APPARENT ENCROACHMENTS, (BUILDING, PROJECTIONS OR CORNICES THEREOF, OR SIGNS AFFIXED THERETO, FENCES OR OTHER INDICATIONS OF OCCUPANCY APPEARING TO ENCROACH UPON OR OVERHANG ADJOINING PROPERTY, OR THE LIKE APPEARING TO ENCROACH UPON OR OVERHANG INSPECTED PREMISES): NONE
8. SPECIFIC PHYSICAL EVIDENCE OF BOUNDARY LINES ON ALL SIDES: FOUND CORNERS
9. PROPERTY IMPROVEMENTS:
10. INDICATIONS OF RECENT BUILDING CONSTRUCTION, ALTERATIONS OR REPAIRS: NONE
11. PROPERTY IMPROVEMENTS APPARENTLY LOCATED WITHIN AN EASEMENT: NONE
12. AREA OF FOOTPRINT OF RESIDENCE (NOTE, THIS IS NOT THE TOTAL HEATED AREA AS WOULD BE REPORTED BY A LICENSED APPRAISER): 2,530 SQUARE FEET

This Improvement Location Report was prepared for The Title Company for their proprietary use and is not a survey for use by a property owner for any purpose. Improvement Location Reports are not Boundary Surveys, nor do they typically meet the minimum standard detail and accuracy requirements for ALTA/ACSM Land Title Surveys and should not be expected to remove the survey exception from an owner's title policy. This report has been prepared in accordance with the Minimum Standards for Surveying in New Mexico and is based on record boundary information. No new monuments are set that differ significantly from their position of record.

*See Notes on Page 2*

*MS 12/15/2024*

Paul van Gulick, N.M.P.S. No. 15074



BENCHMARK

ENGINEERING SURVEYING

PO Box 1281 RUIDOSO DOWNS, NM 88346 (505) 378-4254

PAGE 1 OF 2

PROJECT NUMBER: 307315

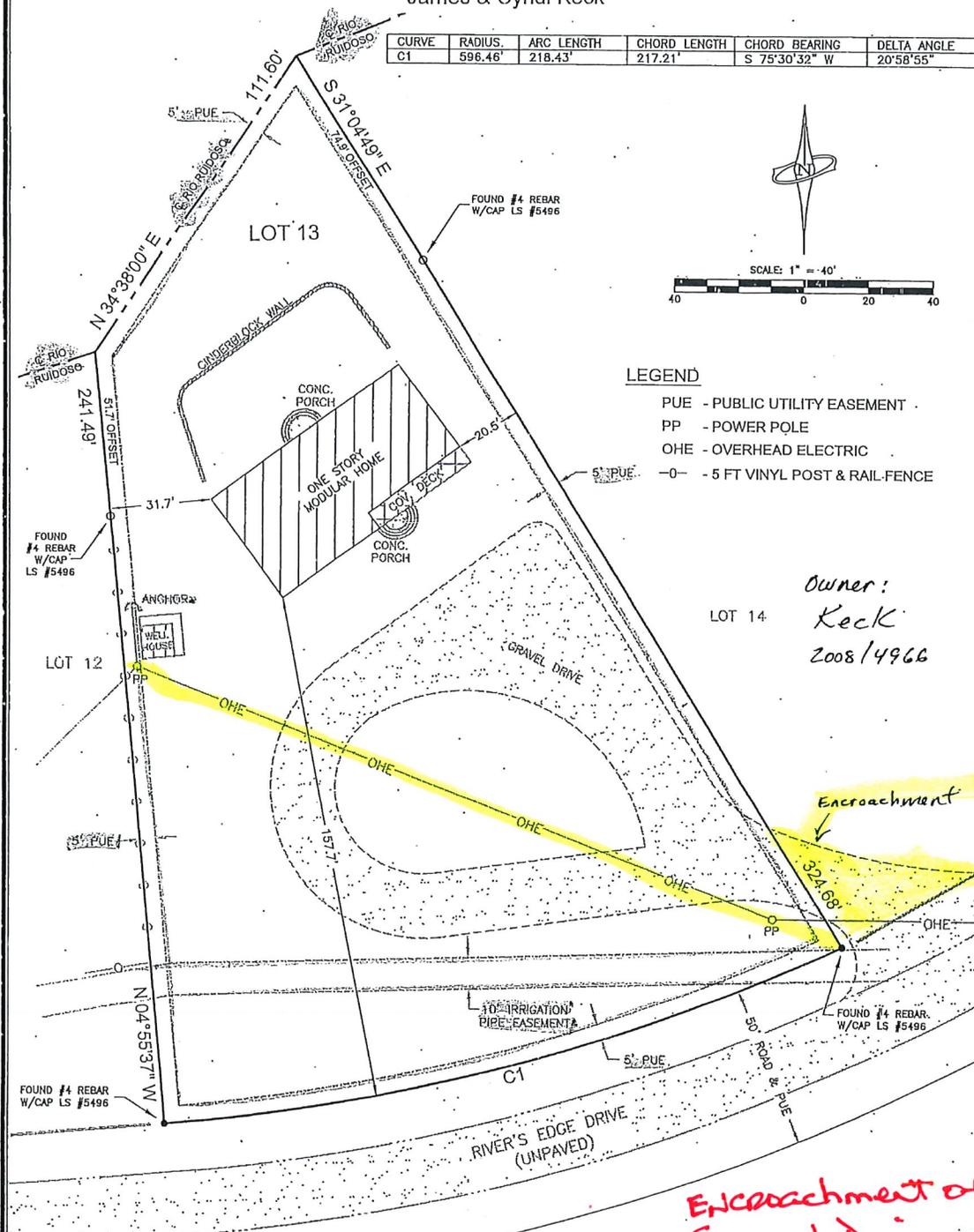


# IMPROVEMENT LOCATION REPORT

13 River's Edge Drive, River's Edge  
Lincoln County, New Mexico

James & Cyndi Keck

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	596.46'	218.43'	217.21'	S 75°30'32" W	20°58'55"



### LEGEND

- PUE - PUBLIC UTILITY EASEMENT
- PP - POWER POLE
- OHE - OVERHEAD ELECTRIC
- 0- - 5 FT VINYL POST & RAIL FENCE

Owner:  
Keck  
2008/4966

*Encroachment of the Gravel Drive over and across the adjoining lot 14*  
*AFF COU TO LEADER IF NEEDED MS*

This Improvement Location Report was prepared for The Title Company for their proprietary use and is not a survey for use by a property owner for any purpose. Improvement Location Reports are not Boundary Surveys, nor do they typically meet the minimum standard detail and accuracy requirements for ALTA/ACSM Land Title Surveys and should not be expected to remove the survey exception from an owner's title policy. This report has been prepared in accordance with the Minimum Standards for Surveying in New Mexico and is based on record boundary information. No new monuments are set that differ significantly from their position of record.

**BENCHMARK**

ENGINEERING SURVEYING

PO Box 1281 Ruidoso Downs, NM 88346 (505) 376-4254

Legal Description: Lot 13, of RIVER'S EDGE SUBDIVISION, Lincoln County, New Mexico, as shown by the plat thereof filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, on December 4, 1992, in Cabinet E, Slide No. 278.  
Date of Inspection: 3/5/2008

