

Covenant Amendment Organizers, and
Timberon Unit T-III Lot Owners
Timberon, New Mexico

I have tabulated ballots concerning the proposal to amend, delete, and add to the provisions of current restrictive covenant paragraphs D, F, G, and H. The ballots were delivered unopened to me by the U.S. Postal service either at my business post office box or street address. The results of my tabulation were as follows:

From a list provided to me of property owners representing the ownership of 265 lots, the results were:

Lot owners voting FOR the proposed amendment	145
Lot owners voting AGAINST the proposed amendment	9
Invalid or improperly executed ballots	8
Listed lot owners not responding	<u>103</u>
	<u>265</u>

The invalid ballots, which numbered five, were considered to be those with property owner names which did not appear on the original list provided to me by the Amendment Organizers. While I took the technical position that these ballots were deemed to be invalid, the owners may, in fact, have been valid, and therefore eligible to vote. I did not ascertain eligibility, however. Improperly executed ballots, which numbered three, were signed ballots which denoted neither For nor Against the Amendments. There were originally ten such unmarked ballots, all of which were remailed to the lot owners with instructions to properly execute, and resign the ballot. Eight of the remailed ballots were returned properly executed; however, one failed to resign the ballot, and remained in the improperly executed count. One returned ballot did not mark For or Against the Amendment; however, the lot owner wrote a large, circled Yes above their signature. This particular ballot was treated as a For the amendment vote.

My services were limited to the comparison of returned ballots with the list of lot owners provided to me, the opening and tabulation of ballots, and the rendition of this report detailing the results of the balloting tabulation. I neither prepared nor mailed the original ballots, nor performed any other services in connection with the balloting process.

Bk 724 Pg 280

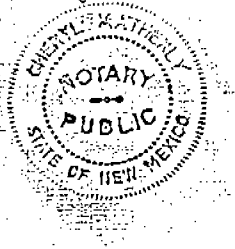
Covenant Amendment Organizers, and
Timberon Unit T-III Lot Owners
Page Two

The results of the tabulation were discussed with Mr. and Mrs. Harry West in the presence of an impartial third-party, Mr. George Cutter, at approximately 10:00am, April 17, 1992. Any further ballots received after this time shall be accumulated unopened at my office. Any parties of interest may review the results of the balloting tabulation at my office by prearranged appointment.

Art B. Davis

Alamogordo, New Mexico
April 17, 1992

Cheryl Mathealy
My Commission Expires 11/24/95



CURRENT RESTRICTIVE COVENANTS, UNIT T-III

D.

No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be erected or permitted to remain. Contractors may use a temporary building during the course of construction.

F.

No old or second-hand buildings shall be moved on any lot in the Subdivision (Unit III) without the approval of the Architectural Control Committee of Timberon Subdivision, and no second hand materials shall be used in the construction of any building thereon. No residence of any kind of what is commonly known as "boxed" or "sheet metal" construction shall be built in said Subdivision unless the same shall be covered upon all its outside walls with stucco, brick, stone or other veneer material.

G.

No building or fence shall be erected on any lot until plans and specifications and plot plan have been approved by the Architectural Control Committee of Timberon Subdivision. In no case shall barbed wire or chicken wire be used as fencing material.

H.

The Architectural Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or its designated representatives, fails, within thirty (30) days after plans and specifications have been submitted to it, to approve or disapprove same, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, written approval will not be required, and the related covenants shall be deemed to have been fully complied with.

This is not a part of the covenants, but an explanation as to why these covenants must be changed. There is no longer an Architectural Control Committee; therefore, we must have some restrictions for the protection of the property owners in this unit.

PLEASE VOTE YES ON THE ENCLOSED BALLOT!

Proposed changes in Restrictive Covenants

D.

No tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be erected or permitted to remain. Contractors may use a temporary building during the course of construction.

Double wide mobile homes may be used as a permanent residence provided they have a minimum width of 20 feet when joined together, constructed by the same manufacturer and meeting the requirements of the National Mobile Home Construction and Safety Standards Act. Building would be on a permanent foundation, with a pitched roof and a minimum overhang of 8 inches. Each unit must be skirted within 180 days after setting.

F.

No old or second hand buildings shall be moved on any lot in the Subdivision (Unit III) until plans are available for review by other property owners or a committee. No second hand materials shall be used in the construction of any building thereon. No residence of any kind of what is commonly known as "boxed" or "Sheet metal" construction shall be built in said Subdivision unless the same shall be covered upon all its outside walls with stucco, brick, stone or other veneer material.

G.

No building or fence shall be erected on any lot until plans are drawn and are available for review by other property owners or committee. In no case shall barbed wire or chicken wire be used as fencing material.

H.

Delete.

L.

Live trees having a diameter of eight (8) inches or more may not be removed without review and consent of other property owners or committee.

STATE OF NEW MEXICO, County of Otero, ss. Filed for record in my office this 21
April 1992 at 3:00 o'clock P.M. and duly recorded in Book 724
279 of the Records of said county. Clarence J. Wilson Deputy
282 County Clerk / Deputy

3494

AMENDMENTS TO RESTRICTIVE COVENANTS
TO
TIMBERON SUBDIVISION, UNIT 3

KNOW ALL MEN BY THESE PRESENTS:

The Restrictive Covenants of TIMBERON SUBDIVISION, UNIT 3, originally recorded on the 28th day of September, 1970, were amended by the vote of 51% of the record owners of said subdivision, such amendment to become effective January 1, 1977.

The provisions of the Articles which have been amended are set forth below in the amended format:

D.

"No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, nor shall any residence of a temporary character be erected or permitted to remain. However, contractors may use a temporary building during the course of construction. And, a travel trailer may be used as a temporary residence for a period of up to thirty (30) days if it is so connected, then the travel trailer may be used for a period of up to one-hundred eighty (180) days out of any one year period. The travel trailer must be removed from the lot during the remaining balance of each year."

IN WITNESS WHEREOF, we have set our hands and seals this 5th day of January, 1977.

NORTH AMERICAN LAND DEVELOPMENTS, INC.

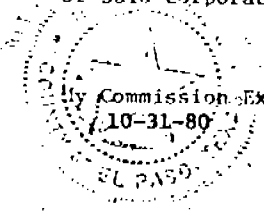
BY: Johnny F. Nobley
President

ACKNOWLEDGEMENT

STATE OF Texas

COUNTY OF El Paso

THE FOREGOING INSTRUMENT was acknowledged before me this 5th day of January, 1977, by JOHNNY F. NOBLEY, President of NORTH AMERICAN LAND DEVELOPMENTS, INC., a New Mexico Corporation, for and on behalf of said corporation.



STATE OF NEW MEXICO } Notary Public
OTERO COUNTY }
FILED FOR RECORD IN MY OFFICE

This 7 day of May 1979
At 12:15 o'clock P.M. and duly recorded
In Book No. 469 Page 319 of
the records of Otero County, New Mexico.

Raymond A. Sandoval
County Clerk, Otero County, New Mexico
By Pete El Amador Deputy

42342

R E S T R I C T I V E C O V E N A N T S

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED, NORTH AMERICAN LAND DEVELOPMENTS, INC., a New Mexico Corporation, the sole owner of a portion of Sections 26 and 27, Township 19 South, Range 12 East, N.M.P.M., Otero County, New Mexico, the same being the real property now duly platted as TIMBERON SUBDIVISION, UNIT III, as shown by the Plat thereof filed in the office of the County Clerk and Ex-officio Recorder of Otero County, New Mexico, on the 28th day of September, 1970;

HEREBY MAKES THE FOLLOWING DECLARATIONS as to limitations, restrictions and uses to which the lots and/or tracts constituting said Subdivision may be put,

HEREBY SPECIFYING that said declarations shall constitute covenants to run with all of the land, as provided by Law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said Subdivision, this declaration of restrictions being designed for the purpose of keeping said Subdivision desirable, uniform and suitable in architectural design and use as herein specified, whether or not the same are embodied in the conveyance or other instrument affecting title thereto:

A.

All lots in the said TIMBERON SUBDIVISION, UNIT III, according to the survey and Plat thereof, are hereby designated as "Residential Area". None of the lots shall be re-subdivided, save and except the lots situate in Block 59 and Block 60. Re-subdivided lots shall not be smaller than one (1) acre in size.

B.

No structure shall be erected, altered, placed or permitted to remain on any residential building lot, other than one detached single-family dwelling and a private garage and garden structure such as are ordinarily used in connection with a single-family residence.

C.

No building shall be located on any lot nearer than fifty (50) feet to the front-lot line. No building shall be located on any lot nearer than ten (10) feet to any side-street line, nor nearer than ten (10) feet to any side-lot line. No buildings shall be located on any lot nearer than ten (10) feet to the rear-lot line. Provided however, nothing herein contained shall be construed to prevent the use of one building site of two or more lots. For the purpose of this covenant, eaves, steps and open porches shall not be considered

as part of the building, provided however, this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Guest houses are permitted, provided they are attached to the main house with a breeze-way.

D.

No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be erected or permitted to remain. Contractors may use a temporary building during the course of construction.

E.

Minimum ground-floor area, exclusive of porches and garages, shall not be less than one-thousand (1000) square feet. Construction, once commenced, must be completed as to the exterior within one (1) year.

F.

No old or second-hand buildings shall be moved on any lot in the Subdivision (Unit III) without the approval of the Architectural Control Committee of TIMBERON SUBDIVISION, and no second-hand materials shall be used in the construction of any building thereon. No residence of any kind of what is commonly known as "boxed" or "sheet metal" construction shall be built in said Subdivision unless the same shall be covered upon all its outside walls with stucco, brick, stone or other veneer material.

G.

No building or fence shall be erected on any lot until plans and specifications and plot plan have been approved by the Architectural Control Committee of TIMBERON SUBDIVISION. In no case shall barbed wire or chicken wire be used as fencing material.

H.

The Architectural Control Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails, within thirty (30) days after plans and specifications have been submitted to it, to approve or disapprove the same, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, written approval will not be required, and the related covenants shall be deemed to have been fully complied with.

I.

No outdoor-type toilet shall be erected or maintained, and all toilets shall be located inside the principal building and shall be connected with proper septic tanks that conform with state and county health laws and regulations. Each property owner will supply his property with a garbage can of not less than twenty (20) gallons capacity, together with cover. Garbage will be disposed of in accordance with the regulations of the State of New Mexico Department of Health.

J.

Butane tanks and water storage tanks must conform to state regulations and will be located so as not to detract from the appearance of the lot.

K.

No brush, trash, or other material shall be burned, except in compliance with the fire regulations of the Lincoln National Forest.

L.

Live trees having a diameter of eight (8) inches or more may not be removed without the written consent of the Architectural Control Committee.

M.

No commercial activity shall be carried on in the hereinabove designated "Residential Area", except for the sale of real property constituting the Subdivision. No signs shall be displayed in said "Residential Area", except that occupants may post "for sale" or "name" signs.

N.

Horses, dogs, cats, or other household pets may be kept, provided they are not used for any commercial purposes. Stables, corrals and pet shelters shall be located only to the rear of the principal dwelling. The said premises shall at all times be kept clean and sanitary by frequent and proper removal and disposal of manure and other refuse. No other animals or poultry of any kind shall be bred, raised, or kept upon any lot.

O.

The Subdividers, NORTH AMERICAN LAND DEVELOPMENTS, INC., and every person hereafter having any right, title or interest in any lot in the said Subdivision, shall have the right to prevent or stop violation of any of the said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violation.

P.

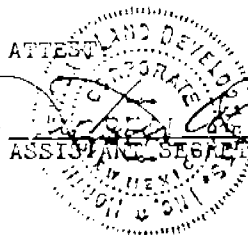
These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them. These covenants and restrictions may be amended by a vote of fifty-one (51%) per cent or more of the property owners. Record owners of the lots shall be entitled to one vote for each lot as shown on the recorded Plat. Any owner who desires to call an election for the purpose of suspending or amending all or any part of these protective covenants and restrictions in accordance with the foregoing provisions shall request such election by written notification to the Subdividers and all record owners of lots within the Subdivision.

Q.

Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. In the event any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any of the other covenants, conditions or restrictions which shall remain in full force and effect.

IN WITNESS WHEREOF, We have set our hands and seals this 28th day of September, 1970.

NORTH AMERICAN LAND DEVELOPMENTS, INC.



BY: [Signature] VICE-PRESIDENT

ASSISTANT SECRETARY-TREASURER

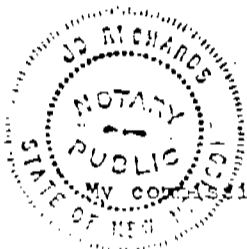
A C K N O W L E D G M E N T

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

THE FOREGOING INSTRUMENT was acknowledged before me this 28th
day of September, 1970, by JOHNNY F. MOBLEY, Vice-President of NORTH
AMERICAN LAND DEVELOPMENTS, INC., a New Mexico Corporation, for and on
behalf of said Corporation.

J. Richards

NOTARY PUBLIC



My commission expires: April 1, 1974

STATE OF NEW MEXICO) ss.
OTERO COUNTY)
FILED FOR RECORD IN MY OFFICE
This 28 day of Sept 19 70
At 4:00 o'clock P.M. and duly recorded
in Book No. 376 Page 63-64
by Ruth Roberts
County Clerk, Otero County, New Mexico
Thompson Deputy



77116