

Exhibit B

**CORRECTED AND AMENDED DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS OF FAIRWAY 18 ESTATES**

WHEREAS, Declaration of Protective Covenants and Restrictions of Fairway 18 Estates was filed of record on July 19, 2004, and recorded in Book 536, at Pages 924-934, and said Declaration contained a typographical error on Page 11, stating thirteen lots rather than thirty-four lots. The purpose of this Corrected and Amended Declaration is to correct said typographical error and to amend certain provisions of the original Declaration.

WHEREAS, Blanco Development, LLC, hereinafter referred to as "Declarant" is the Owner of a subdivision situated in Dona Ana County, New Mexico known as Fairway 18 Estates, which plat of said subdivision has been filed for record in the Office of the County Clerk for Dona Ana County, on 15th day of July, 2004, at Plat Book 20 at Pages 733-735, and contains thirty-three (33) lots, and

WHEREAS, these Declarations of Protective Covenants and Restrictions have been modified and updated with various changes approved by a minimum of 75% of the lot owners (33 lots X 75% = 25 yes votes). The ballots and related materials of said vote are available for examination by lot owners at the current office of the Association; and

WHEREAS, Fairway 18 Estates Neighborhood Association which is the successor to the "Declarant" and is the owners of the common areas (tracts A and E) of the subdivision situated in Dona Ana County, New Mexico, and Fairway 18 Estates Neighborhood Association is referred to as the "Declarant" in this Corrected and Amended Protective Covenants and Restrictions of Fairway 18 Estates; and



COUNTY OF DONA ANA) AMENDMENT TO COVENANTS
STATE OF NEW MEXICO) ss PAGES: 19

I Hereby Certify That This Instrument Was Filed for
Record On NOV 14, 2016 10:21:28 AM
And Was Duly Recorded as Instrument # 1626104
Of The Records Of Dona Ana County



Witness My Hand And Seal Of Office,
Lynn J. Ellins, County Clerk, Dona Ana, NM

WHEREAS, the Declarant desires by this instrument to impose these corrected and restricted protective covenants and restrictions on all the lots and common areas of Fairway 18 Estates.

NOW, THEREFORE, the property is hereby made subject to the following protective covenants and restrictions, which protective covenants and restrictions shall run with the land and shall be binding and inure to the benefit of all persons or entities owning any of said lots comprising the property within the subdivisions, and of all parties claiming under such persons and entities and these restrictive covenants shall remain in force and effect for a period of thirty (30) years from the date of recordation with the County Clerk of Dona Ana County, New Mexico, and thereafter, these protective covenants and restrictions shall be extended for successive periods of ten (10) years, provided however, that same may be amended, altered or revoked at any time pursuant to the provisions set forth hereinafter by seventy-five percent of the owners of the lots, with each lot having one vote.

1. Purpose. The purpose of these covenants is to ensure the use of the property for attractive residential purposes only, to prevent nuisances, to maintain a desired tone of the community, to prevent impairment of attractiveness of the property and to secure to each lot owner the full benefit and enjoyment of their property, consistent with the restrictions contained herein. Each lot shall be used for a single family residential dwelling and no building or structure of any kind shall be erected or permitted to remain on said lot within said subdivision other than a single family dwelling unit and a garage.

2. Commercial Activity Prohibited. The lots are shall not be used for any commercial purpose including professional businesses such as engineering, medicine, or law. Provided

however, that a party may maintain a private home office of no more than one room within the residence, so long as said home office is not used by any other employee and there are no regular visits by clients or customers, and provided further, that the Declarant may maintain a temporary office in a model home for marketing the remaining lots without approval of the Architectural Review Committee and may erect temporary offices for the purpose of marketing on the property without the Architectural Review Committee's approval.

3. Land Use and Building Types. Each lot shall be used for single family residential dwelling purposes only. There shall be no building or structure of any kind erected or permitted to be maintained on the building inside other than a single family dwelling, together with an attached or detached garage. Campers, boat trailers, recreational vehicles (RV's), house trailers maybe parked on personal property for a period of five (5) days in any 30 day period. Such vehicles are not allowed on common areas. This provision applies to personal recreation vehicles and visiting vehicles. No tractors, industrial trailers, industrial trucks, or commercial type vehicles should be stored or parked on any lot except in an enclosed garage, nor parked anywhere in a common area, provided however, that for a period of seventy-two (72) hours for the purpose of loading or unloading, such vehicles may be parked in driveway of an individual lot and commercial moving vans may park in the street in front of said lot for said period of time. For the purpose of this restriction, a truck having no greater than a three-quarter ton manufacture's rate of capacity, commonly known as a pickup, shall not be deemed a commercial vehicle or truck. In addition, personal type vehicles including cars, vans, pickup trucks, SUV's,

motorcycles and the like, shall not be parked or stored on a regular basis on any lot in the common areas of the subdivision except in a closed garage.

a. All residential buildings constructed on the lot shall be at least 1,500 square feet exclusive of open porches and garages. All single family residences and garages shall be limited to one story with a maximum height above the pad elevation of fourteen feet, six inches. Said buildings will be no closer to the property lines than the set back lines shown on subdivision plat.

b. On each lot within the subdivision, the area on which a house can be built (the building pad) has been constructed during the course of building the subdivision. The building pads have been designated after careful consideration by subdivision planners and engineers regarding such issues of privacy, preservation of views, drainage, and the like. The location of each house and its respective building pad have been established as portrayed in the recorded plot plans with the County of Dona Ana, which locates the building pad for each lot within the subdivision. Any structure and any construction on any lot herein, shall be required to be approved prior to commencement of construction by the Architectural Review Committee hereinafter created. There shall be no chain link fencing, or chain link fence within the subdivision. Prior to commencement of construction, all construction of fences and gates shall be subject for approval by the Architectural Review Committee hereinafter created.

c. There shall be no receiving or transmitting antennas or dishes allowed, except a single television receiving antenna, which may not extend greater than ten feet above the roof, and/or a

single antenna dish of the DSS type, being no greater than two feet in diameter, which antennas and dishes shall be approved by the Architectural Review Committee.

d. No sign of any kind shall be displayed to the public view of any lot, provided however, that a single, small appropriate for sale sign will be allowed on each lot during the time that said property is actively listed, and a small political yard sign may be allowed during the period within sixty (60) days of a primary or general election, which for sale signs and political signs shall not exceed four square feet and a maximum height of three feet.

e. So long as Picacho Hills Utility or its successors or assigns operate a water system and a sewer disposal system, the subdivision shall be served by such system and no individual shall drill a well or construct any sewage disposal system on any lot within the subdivision.

f. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any lot, provided however, that household pets such as dogs or cats may be kept on the premises, but shall not be bred or maintained for any commercial purposes, nor shall household pets be kept in quantities determined to be excessive by the Architectural Review Committee, created hereinafter. All pets shall be kept within the fence or bounded areas of the property's owner and must be accompanied by the owner on a leash outside the fenced or bounded area.

g. No garbage, refuse, junk, trash, rubbish, or other waste or noxious or offensive materials shall be permitted to accumulate on the property. All such material shall be kept in sanitary containers and shall be disposed of in accordance with accepted sanitary practices as interpreted by the appropriate governmental agency and Architectural Review Committee. No

incinerator shall be kept or operated on the property. All garbage, trash or other refuse shall be placed in seal containers and depositing in designated areas for pickup on designated days.

h. Each owner of the property shall maintain continuously in good condition and repair, all structures located on its property including residents' driveways, walks, fences, retaining walls, patios and porches, yards and courtyards.

i. All landscaping will be approved by the Architectural Review Committee. Front yard landscaping shall be completed within six (6) months of occupancy. Only grass varieties that produce no seed head will be permitted within the development. Any landscaping on the property will be of such a nature that it does not exceed the height of the homes herein provided so as to preserve the views of all homeowners in the subdivision.

j. Any building slab footing, foundation or compaction of any fill or any cut in the lot over twelve inches will also require review and approval by a registered engineer and approval by the Architectural Review Committee.

k. Once construction is started on any project, construction shall be finished within six months from the approval of such construction by the Architectural Review Committee, unless the Architectural Review Committee grants variance hereinafter.

l. All yard lights shall comply with all state and local ordinances and shall be approved by the Architectural Review Committee created hereinafter.

4. Gated community (inclusive of lots 33, 35, 36 & 37), maintenance of gates, roads and right-of-way.

a. It is understood and agreed that Fairway 18 Estates shall be comprised of a “gated community” that includes twenty-nine (29) lots and is hereinafter referred to as the “Tier-One - Lots 14 - 32, and 38 - 47” and four (4) lots located outside the gated community, hereinafter referred to as the “Tier-Two - Lots 33, 35, 36 and 37-A”. The Tier-One Lots located inside the gates shall have an entry gate, and an entry area and private rights-of-way, including roads, all of which exist for the mutual benefit of the owners of the twenty-nine (29) gated lots. Owners of the four (4) lots located outside the gated area receive limited mutual benefits from those received by the Tier-One lot owners that are located inside the gated community.

b. A neighborhood association created hereinafter in these protective covenants and restrictions shall be responsible for maintaining the entry areas, the gates, the roadways within the subdivision, the ponding area (tract A), drainage easements and the island on Tuscany Road & Renoir Drive as well as the western side of the unpaved right-of-way (8 ft) of Tuscany road between the two gates and gate aprons.

c. Each lot owner shall be responsible for the maintaining the unpaved portion of the right-of-way contiguous to the owner’s lot. This area shall be maintained as if it is part of the owner’s lot, approximately eleven (11) feet from the curbs on Renoir Loop and Matisse Court and eight (8) feet on the eastern side of Tuscany Road. No fences or permanent structures are allowed in the unpaved portion of the right-of-way. Lot owners may landscape the unpaved portion of the right-of-way with the approval of the Architectural Review Committee (ARC), however the lot owners will assume full cost liability should these landscaping improvements need removal or are damaged or destroyed by road, utility or other maintenance and/or work on

the unpaved portion of the right-of-way. Upon the failure of the owner to maintain this unpaved right-of-way, the neighborhood association, may at its discretion after giving the owners thirty (30) days written notice, have the area maintained at the owner's cost. The cost of this maintenance shall be charged to the owner as a special assessment.

d. There will be no sidewalks along the private rights-of-way or located within the private rights-of-way within Fairway Estates.

5. Architectural Review Committee. In order to achieve a harmony in design within the subdivision so that reasonable expectations of owners regarding improvements and beautification of all property can be fulfilled for the benefit of all owners, the design of all houses, walls, fences, landscaping, as well as any other construction on lots as alterations and additions within the subdivision shall be approved by the Architectural Review Committee as provided hereinafter.

a. The Declarant shall appoint one to three persons to serve as a Architectural Review Committee for the subdivision. The Architectural Review Committee shall have the duty and power to exercise its best judgment to see that any construction on any lot conforms to and harmonizes with the design theme within the subdivision. Upon the final sale of all lots by the Declarant in the subdivision, the Declarant in his discretion may transfer to the Fairway 18 Estates Neighborhood Association, the duty and obligation to appoint the Architectural Review Committee.

b. Improvements, including but not limited to construction of house, attached or detached garage, swimming pool, parking area, fences, walls, patios, decks, landscaping, carport,

antenna, curbs, sidewalks or any addition or alteration thereto shall not be constructed or installed upon the land within Fairway 18 Estates, until two complete plans of such construction or landscaping are submitted to the Architectural Review Committee and such plans are approved in writing by the Architectural Review Committee prior to commencement of such work. In the event the Architectural Review Committee fails to take action within thirty (30) days after plans for such work had been submitted to the Committee acknowledged by a signed written receipt, then such plans shall be deemed to be approved. All approvals or rejections shall be in writing, dated and signed by a representative of the Architectural Review Committee. If there is a rejection, the Committee shall state the reasons for the rejection. No application for a building permit shall be made prior to approval of plans by the Architectural Review Committee. Prior to any construction, there shall be a \$500.00 damage deposit collected by the Committee to be used to clean up or repair in connection with any construction approved by the Committee. In the event that upon completion of construction, said deposit is not used or only partially used, said deposit or any portion remaining thereof shall be returned to the party making the deposit. In the event the cleanup costs are more than \$500.00, the Architectural Review Committee may make a special assessment against the lot and file a lien for the cost of such work, which lien to be foreclosed as provided for by law, including recovery of reasonable attorney's fees by the prevailing party.

c. The Architectural Review Committee or any member thereof, shall not be liable for any damages to any persons submitting any plans for approval, or to any owners of any lots within Fairway 18 Estates, or to any third party, by reason of any action, failure to act, or failure

to approve or reject any plans. The persons submitting the plans will covenant and agree that as a result of submission of said plans that said person will not bring any action or a suit to recover damages against the Architectural Review Committee, its members, employees or agents.

d. The Architectural Review Committee shall keep its records for four years from the date of approval or rejection of all submissions.

e. During the construction phase, no materials or landscaping materials will be unloaded within any common areas, including neighboring lots, however the Architectural Review Committee may grant permission in writing for materials to be placed on the street in front of building site, provided that said materials are well posted with illuminated caution signs, the materials do not restrict traffic flow and will be removed and street cleaned within two days (48 hours) from time of placement. Furthermore, the cleaning of concrete trucks is prohibited anywhere within the subdivision except on the lot to which the delivery has been made.

f. The Architectural Review Committee shall maintain the established general design theme for the subdivision which is a traditional southwest adobe-type home featuring as exterior elements, rounded corners, stepped walls, interior courtyards and patios, carved wood entry doors, canals, with colors to be selected from traditional earth tones.

g. Exterior construction of the residence and the attached or detached garage shall be of adobe/stucco or frame/stucco or similar type building as approved by the Architectural Review Committee. The house shall be consistent with the size of lot.

6. Neighborhood Association. There shall be created by Declarant a Fairway 18 Estates Neighborhood Association, including Articles of Incorporation and the By-laws of the

Association as same may be duly amended from time to time. Until conveyance by the Declarant of seventy-five percent of the total lots in the subdivision, the Declarant shall maintain and repair the common areas. The common areas for the purposes herein shall be the land within the subdivision except the lots, including ponds and drainage channels. The entry way and the gates associated therewith, the paved rights-of-way and roads which exist for the mutual benefit of the owners of the lots in the subdivision. Common areas do not include the unpaved right-of-way provided for above to be maintained by each individual lot owner. Thereafter, the Fairway 18 Estates Neighborhood Association shall be responsible for setting standards for the maintenance of the common areas.

a. Prior to sale of seventy-five percent of the lots, Declarant may make an assessment for the maintenance and repair for those common areas to each lot. After sale of seventy-five percent of the lots, the Association shall make such assessment.

b. Each Tier-One lot owner agrees to pay to F18ENA an annual assessment or charge established by the F18ENA. Such assessment shall be used exclusively for the purpose of maintaining and repairing the gated community inclusive of the entry gate(s), the entry area(s), the private rights-of-way, including roads, common areas, including labor, material and supervision and cost to enforce these restrictive Covenants, if necessary. Each Tier-Two lot owner agrees to pay to F18ENA an annual assessment or charge established by the F18ENA; providing that, such assessment shall be attributable to the full membership costs for general administration of F18ENA, for maintaining and repairing the common landscaped area located on Tuscany Drive along with any floodwater mitigation and repairs required.

c. As above stated, each landowner will keep their property free of noxious weeds and not only as above provided trash or other materials to accumulate on said property. As part of said assessment, Declarant may assess the costs by special assessment and thereafter, the homeowners when they assume duties over the property may by special assessment assess the cost of special assessments to individual lots of enforcing compliance with these covenants including any trash or weeds on any lots. Failure to pay such sums by any lot owner within thirty days after demand is made therefore, the Declarant or the Fairway 18 Estates Neighborhood Association as the case may be, shall have the right to file a lien and may foreclose same in the manner provided for foreclosure of mortgages, including the prevailing party may recover reasonable attorney's fees.

7. Enforcement. The Declarant, the Architectural Review Committee, the Fairway 18 Estates Neighborhood Association and the owner of any lot within the subdivision shall have the right to enforce the provisions of these covenants by pursuing their legal and equitable remedies in a court of competent jurisdiction. In the event of legal proceedings for enforcement of these Restrictive Covenants, the prevailing party shall be entitled to an award of reasonable attorney fees and costs incurred. It is specifically understood that, while the Declarant, the Architectural Review Committee and the Fairway 18 Estates Neighborhood Association may have the right to enforce these covenants, said parties are under no obligation to do so.

8. General provisions. The covenants contained in this instrument shall run with the land and shall inure to the benefit of all lot owners in Fairway 18 Estates.

a. Each party acquiring ownership in a lot within the subdivision acknowledges that the lots are near Picacho Hills Country Club. Each lot owner acknowledges that there is inherent risk, including but not limited to golf ball damage to improvements in structures installed on the lots and agrees to accept any and all responsibility for damage caused to the improvements because of this proximity.

b. Each lot owner acknowledges that the location of the subdivision is on the extended flight patterns for Las Cruces Municipal Airport, and there will be noise from landing airplanes.

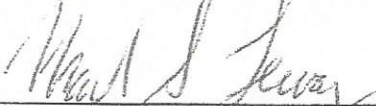
c. Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of remaining covenants or portions of these covenants.

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

9. Amendments. Until the Declarant has sold all thirty-three lots in this subdivision herein described, Declarant shall have the sole right and authority to modify or amend these restrictive covenants with a provision that such modifications or amendments shall not materially alter, or change the nature or purpose of the restrictive covenants. After the sale by the Declarant of all thirty-three lots, these restrictive covenants may be amended, modified or revoked in whole or part by written and recorded instrument executed by the owners of seventy-five percent of the lots comprising the subdivision, one vote per lot.

Fairway 18 Estates Neighborhood Association

Dated this 16th day of November, 2016

By 
Mark S. Lenarz - President

By 
Debra Leslie - Secretary

STATE OF NEW MEXICO)
 ss.
County of Dona Ana)

The foregoing instrument was acknowledged before me this 14th day of November, 2016, by Mark S. Lenarz, and Debra Leslie President and Secretary of the New Mexico non-profit corporation – Fairway 18 Estates Neighborhood Association.

My Commission Expires:
03/10/2017

[Signature]
Notary Public

