

PROTECTIVE COVENANTS FOR THE RAASAF HILLS AREA
PROLOGUE

The underlying principle behind the Raasaf Hills development is preservation of harmony with nature -- to achieve a positive balance between nature and the habitation of man. The right of each homeowner is to share in the beauty of the surroundings, and the responsibility of each homeowner is to maintain the existing ambiance of the natural environment.

It is the intent of these covenants to allow no intrusion upon the rights of any homeowner to share in these natural surroundings. Each lot and each building site was planned so that views, geographical locale, and climatic factors are available equally to all homeowners. Any humanly-imposed necessities such as buildings, landscaping, roads and easements, are to be unobtrusive. Specifically:

- A. The location of any residence or landscaping shall not inhibit the views from any other residence.
- B. The profiles of the landscape shall not be violated by building masses.
- C. The natural contours, insofar as possible, shall not be intruded upon by man-made objects. Buildings, therefore, would be part of the landscape rather than forced upon it.
- D. The natural amenities of sunlight and wind shall be available equally to all building locations.

The following covenants, although on the surface seemingly restrictive, are intended rather as protective of the ideals established in this prologue. Beyond this, the protective covenants shall not be considered absolute. Any design which is in seeming violation of these covenants, but which in fact preserves and enhances the stated objectives, can be allowed by a vote of the Administrative Control Committee mentioned in the covenants which follow.

KNOW ALL MEN BY THESE PRESENTS: That the area which includes Raasaf Hills, Unit I and Vista Grande is herein known as Raasaf Hills, and that the Raasaf Hills area (hereafter referred to as the "property") are subdivisions in Dona Ana County, New Mexico, according to the map and plat thereof on file in Deed Records Book 12, Pages 30 and 31 and Deeds Record Book 13, Page 102 of the County Clerk's office of Dona Ana County, New Mexico. In consideration of the mutual interest of the owners of real estate in the Subdivisions and all future purchasers of lots or building sites, all shall be subject to these restrictions as follows:

TERM. These covenants are to run with the land and shall be permanently binding on all parties and all persons claiming under them. Amendments and addenda must be approved by an affirmative vote of seventy-five (75) percent of the then lot owners.

ENFORCEMENT. All persons who now own, or who may in the future own, property in the subdivisions or the Board of Directors of the Association are specifically given the right to enforce these covenants through any proceedings, at law or in equity, against any person or persons, firms or corporations, violating or threatening to violate such covenants, and to recover any damages suffered by them from any violation thereof.

SEVERABILITY. Invalidation of any one of these covenants by judgment, court order or administrative determination shall not affect any of the other provisions, which at all times shall remain in full force and effect. If any provision or a portion thereof of this declaration of protective covenants, or the application thereof to any person or circumstance shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of the protective covenant shall be given effect as if the invalid or inoperative portion had not been included.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(C)

243 / 362 - 383
9.5.89

NONLIABILITY. Neither the original owner nor the Administrative Control Committee (or its representative) shall incur liability to anyone who submits plans for approval, or to any owner or owners of property which is subject to these covenants by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, or disapproval, or failure to approve any such plans and specifications. Anyone who submits plans for approval, by the act of submitting such plans, and by acquiring title to any of the property covered hereby, waives his or her claim for any such damages.

ASSUMPTION. Each and every declaration and covenant herein is made by each and all of the parties and shall be automatically assumed by any subsequent purchasers of any lots or any portion of the property, and shall be equitable servitudes on the lots. Every declaration and covenant herein shall run with the land and the property, and shall be binding upon the parties assuming the several obligations of this declaration. Any conveyance or transferral of any portion of the property shall automatically be deemed, by acceptance of the title of such lot, or any interest or portions thereof, to convey with it and to be assumed by the subsequent transferee all obligations of these protective covenants, and to be in agreement with the subsequent owner or owners of any and all portions of the property.

PRIVATE PROPERTY. Nothing contained in this declaration of protective covenants shall be deemed to be a gift or dedication of any portion of the property to the general public or for the public use whatsoever, it being the express intention of the declarers of these protective covenants that they have been recorded for the exclusive benefit of the owners of the property, and no other person other than an owner of the property or any portion of the property shall have any right or remedies under or by reason of these protective covenants.

BREACH OF COVENANTS. Any individual property owner or the Board of Directors can enforce these covenants through any legal means. In any litigation over breach of covenants, the prevailing party shall be entitled to recover reasonable attorney fees as well as costs and expenses of litigation from the other party. The Board of Directors may pay the costs, expenses and attorney fees of any individual property owner seeking to enforce these covenants.

ADMINISTRATIVE CONTROL COMMITTEE

ORGANIZATION

To resolve various matters for the mutual benefit of the owners of the property (hereafter referred to as the "owners"), and to resolve problems and questions that cannot be anticipated by the declarers of these covenants there shall exist an Administrative Control Committee (hereafter referred to as the "Committee"). The committee shall consist of one (1) member of the Board of Directors of the Raasaf Hills Property Owners Association (hereafter referred to as the "Association") who is appointed by the Board, and two (2) representatives from property owners who are also members of the RHPOA, for a total of three (3). The two owner representatives on the Committee shall be elected by a majority vote of the property owners who are present at a meeting called for the specific purpose of electing representatives. The representatives shall serve two (2) year terms and may be elected for one (1) additional two year term. At the time the first representatives are elected, one shall be elected for the regular two year term and the other for a one year term. Thereafter one member shall be elected annually to provide continuity to the committee. Ownership of a lot being subject to these covenants shall entitle the owner or owners of that lot to cast one vote. In the event a single residence has been constructed on two adjoining lots the

owner shall be entitled to only one vote. When it becomes appropriate to reorganize or elect members to the committee, the Association shall notify in writing each owner by letter specifying the date, time and place of the meeting for the purpose of electing the owner representative(s). Should replacement of a committee member be necessary for any reason, the Board of Directors will appoint a member of the association to serve the unexpired term. The members of the Committee shall not be entitled to any compensation for services performed pursuant to these covenants. The committee will designate one of its members as chairman.

AUTHORITY

1. The Committee may adopt resolutions or policies, or both, not inconsistent with the laws of New Mexico or these covenants to maintain the desired tone of the community and thereby to secure for each owner the full benefit and enjoyment of his property.
2. The committee is hereby authorized to grant variances from the provisions of the Protective Covenants when, in the discretion of the Committee, such variances are justified from the standpoint of aesthetics, architectural design, variety, harmony, value enhancement or other reasons deemed by the Committee to justify a variance, and the affected homeowners are notified. Any provision herein contained may be waived by the Committee unless the provisions constitute laws or regulations of the State of New Mexico or any political subdivision thereof.
3. The Committee will rule upon any questions arising with respect to interpretation of the protective covenants, and if necessary, may but shall not be required to, take any action necessary to enforce the same on behalf of all parties having an interest. Such shall not preclude any other person authorized by law from either enforcing or enjoining the enforcement of these protective covenants.
4. The Committee may recommend to the Board of Directors for Association approval modification of any protective covenant when, in the judgment of the Committee, such covenant has ceased to serve the original intent, and enforcement thereof would be injurious or harmful to the owners of the parcels within the tract or other parties having an interest therein. Any modification shall be in writing and signed by at least a majority of the members of the Committee and when approved filed for record with the County Clerk of Dona Ana County, New Mexico.
5. Any questions as to whether or not there has been compliance with all or any portion of these protective covenants shall in the first instance be made by the Committee which shall have the sole, exclusive and determinative discretion to make any and all decisions necessary with respect to the enforcement and maintenance of these protective covenants.
6. Any property owner who disagrees with the decision of the Committee may appeal the decision to the Board of Directors.
7. The Committee is directly responsible to the Board of Directors and will report any findings and decisions to them for review.

COMMITTEE PROCEDURES.

The Committee shall meet at times and places to be determined by the Committee. Any party wishing to submit a matter to the Committee for consideration shall submit such matters in writing. The Committee shall respond to such requests in writing within 30 days after submission. All plans, specifications, plot plans, requests for variances or other requests for action pursuant to these Protective Covenants shall be submitted in accordance with the above described procedures. The Committee will retain a copy of all plans submitted. Any delay or omission by the Committee shall not constitute a waiver or approval of any breach of the covenants or restrictions.

ARCHITECTURAL AND CONSTRUCTION REQUIREMENTS

No building, fence, wall or other improvement shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by a unanimous vote of the Committee, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. As regards to location of the residential homes on each lot in the Raasaf Hills Subdivision, the owners shall be required to construct the home so that a minimum of 90% of the built upon area lies within the building site outlined by a circle of eighty feet in diameter on each plat of survey. Owners in the Vista Grande Subdivision will follow the pre-determined standards and designs approved for that area. The location on the Building Site of any structure or improvement shall be staked on the site and approved prior to beginning construction. The Committee shall have the following additional duties, rights, obligations and responsibilities, and the following enumeration of such duties and rights shall not be exclusive but shall merely constitute specific duties and rights which the Committee shall be permitted to expand upon from time to time.

1. Walls, fences, and retaining walls are allowed on the property as long as they constitute an integral part of the residence and they are shown on the construction documents submitted to the Committee.

2. All plans and specifications for new house construction shall contain either as an integral part of those plans and specifications, or as an addenda, specific sketches showing the intended landscaping of the home. The Committee will have the right to reject all landscaping that is not deemed to be consistent with other landscaping on the property and which is not of a desert-type landscaping.

3. The Committee may reject any plans and specifications which call for mounting mechanical devices on the rooftops. All mechanical devices for heating and cooling, television and radio reception, or for any other purpose shall be discouraged or must be camouflaged by a fence or structural screen. No mechanical devices whatsoever shall extend above the roof line more than 36 inches.

4. Any and all exterior remodeling of any home shall also be subject to the same requirements as specified herein, namely the requirements to submit any and all plans and specifications for remodeling to the Committee.

5. A minimum construction cost per square foot of heated area shall be no less than \$ ____* per square foot (hereafter referred to as the "base construction cost"). The base construction costs shall automatically be adjusted as of June 1 of each year. The Committee shall have the power and prerogative in their sole, exclusive and determinative discretion to adjust the base construction cost. The Committee shall be guided by construction industry inflation indicators in the determination of the minimum acceptable base construction cost.

6. The Committee may require an independent appraisal to ensure adherence to this requirement. In determining the base construction cost per square foot the appraisal shall not include:

- a. lot value
- b. architects, engineering or other fees
- c. permits and insurance costs

It may include a landscaping allowance of no more than 3.5 % of the current base construction cost.

7. Exterior construction of any dwelling, garage, or structure erected on any lot may be of brick, brick veneer, stucco, stone, mission stone, wood or combinations thereof, or any other fire resistant material approved by the Committee, and permitted under the New Mexico Uniform Building Code so long as the overall effect does not detract from the general appearance of the neighborhood. Earth colors or muted tones that blend with the surroundings will be encouraged.

8. The roof shall be a compatible material and appealing in appearance. Reflective, shiny or glare producing products will be prohibited. The repair or replacement of any roof shall be subject to the same conditions as the original roof.

LAND AND USE RESTRICTIONS

1. Zoning- All lots are presently zoned ER3 or ER4 by the Extra Territorial Zoning Commission (ETZ) and shall be deemed to be for residential single-family, site built dwellings only and subject therefore to all applicable ordinances, codes and rules of all government agencies having appropriate jurisdiction over such matters. Separate quarters for servants or for other members of the immediate family of the property owner will be allowed. The renting of such quarters is herewith prohibited.

2. No manufacturing or commercial enterprises (whether profit or non-profit) shall be maintained on, in front of or in connection with any property in the tract. However, home occupations may be permitted in accordance with the codes of the ETZ, but no signs advertising the home occupation may appear anywhere on the property.

3. Lot Maintenance - All lots, dwellings, garage, porches, patios, yards and other landscaped areas shall be maintained continuously in order to preserve the attractiveness, structural integrity, cleanliness and tidiness of all said areas.

4. Trash - No lot or portion thereof shall be used in whole or in part for the storage or dumping of rubbish or trash of any character or kind whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye. No substance, thing, material or animal shall be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might unreasonably disturb the peace, quiet comfort or serenity of the occupants of surrounding property. All refuse will be stored in clean, covered containers and not visible from the street. No incinerators shall be kept or operated to burn rubbish or trash.

5. Terrain Management- In as much as one of the basic concepts of the subdivisions is to maintain a rural atmosphere in desert living, the terrain and natural flora will be disrupted to a minimum during and after any construction. Additional landscaping with desert planting or drought resistant plants shall be encouraged to conserve the water supply. Existing contours cannot be modified so as to disrupt the natural character of the surroundings and drainage. Any bar ditch adjacent to any street shall be maintained so as to assure continuous flow and drainage of water. All trees and other vegetation planted on any said property shall be kept trimmed to a height which will not interfere with the views from neighboring lots. Other than natural desert grasses, all grass and ground covers shall be kept to a minimum in order to maintain a consistent desert landscape and conserve water.

6. Recreation and Nonoperable Vehicles - Boats, campers, other trailers, camper shells, buses, recreational vehicles and similar vehicles or equipment, or vehicles under extensive repair shall be stored out of the view of adjacent lots and roads.

7. Outside Equipment and Storage - All clothes lines, meters, mechanical equipment, storage sheds, trash containers, and construction materials shall be screened so that none may be viewed from any point beyond the building site.

8. Animals - No animals, livestock - including horses, donkeys and mules, or poultry of any kind shall be raised, bred, or kept on any lot, except for dogs, cats or other small household pets provided they are not kept, bred, or maintained for any commercial purpose. In any event all owners are subject to the ordinances of Dona Ana County with regard to pets.

9. Signs - No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or on any building other than a name plate of the occupant of any

residence. No such sign or name plate shall exceed a size of one square foot. The Committee may grant permission for the erection and maintenance of not more than one signboard to each building site during the course of construction of a new dwelling and upon its completion, during the course of its initial sale or resale, which signboard shall not exceed six square feet. The same rules apply for vacant lots for sale or resale.

10. Easements - Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. Within these easements no structure, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow in the drainage channels in the easements. The easement area of each lot and all improvements within it shall be maintained continuously by the owners of the lots, except for those improvements for which a public authority or utility company is responsible.

11. Towers, etc - No radio or television transmission tower or radio or television receiving towers shall be erected, placed or permitted upon any part of said property. Television receiving antennae shall not be included in the meaning of this paragraph, but the height of all antennae shall be subject to prior written approval by the committee. Within 30 days from the date upon which cable television becomes available to the property all homeowners must remove any existing outside antennae. Homeowners who have approved satellite dishes need not comply with this requirement.

12. Tanks, etc. - No elevated tanks of any kind shall be erected, placed or permitted. Any tanks for use in connection with any residence constructed on said property, including tanks for the storage of gas, fuel oil, gasoline or oil, or water, must be buried or walled in sufficiently to conceal them from the view from neighboring or other lots, roads or streets.

13. Exploration or Mining Operations - No exploration, drilling, development operations or refining or quarrying of any kind shall be permitted upon the property. No derrick or other structure designed for use in boring for oil, natural gas, or any other substance shall be erected or permitted to remain upon any lot.

14. Temporary structures - No structure of a temporary character, trailer, mobile home, shed, shack, tent, garage, barn, recreational vehicle or other structure or vehicle shall be located upon any lot except as may be authorized by the Committee. However, the Committee may authorize the use of a travel trailer during the course of construction of a dwelling for the purposes of security and protection on the building site. The trailer must be removed upon completion of the house and before occupancy.

15. All exterior lights must be so located as not to be directed toward or reflect upon surrounding properties.

16. No noxious or offensive activity shall be carried on upon any lot or anywhere on the property, and nothing shall be done thereon which maybe or may become an annoyance or nuisance to the neighborhood.

RAASAF HILLS PROPERTY OWNERS ASSOCIATION
P.O. BOX 1109
MESILLA, NM 88046

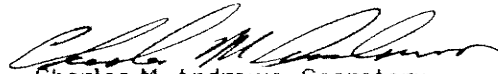
31 August 1989

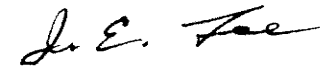
The undersigned members of the Board of Directors for the Raasaf Hills Property Owners Association hereby adopt the foregoing Protective Covenants for the Raasaf Hills Area pursuant to a vote of the property owners. These protective covenants replace the original protective covenants for Raasaf Hills Unit #1 and for Vista Grande Subdivision previously recorded with the office of the County Clerk of Dona Ana County, NM.


Gene Ott, President


Jack P. Ancker, Vice President


Mary Meier, Treasurer


Charles M. Andrews, Secretary


Joseph E. Lee, Member

APPROVAL BY MEMBERS/LANDOWNERS

The undersigned, who are members of the Raasaf Hills Property Owners Association and/or owners of property in Raasaf Hills, Unit 1, or Vista Grande, hereby consent to, approve of and ratify the foregoing Protective Covenants for the Raasaf Hills Area.

<u>Mahl W. Dilly</u>	<u>6-18-89</u>
Name	Date
<u>Diane H. Key</u>	<u>6-18-89</u>
Name	Date
<u>Chad M. Johnson</u>	<u>6-18-89</u>
Name	Date
<u>Allen B. Andrews</u>	<u>6-18-89</u>
Name	Date
<u>J. Elton Lee</u>	<u>6-18-89</u>
Name	Date
<u>Sybil Lee</u>	<u>6-18-89</u>
Name	Date
<u>Gary Schlotbauer</u>	<u>6-18-89</u>
Name	Date
<u>Janet M. Schlotbauer</u>	<u>6-18-89</u>
Name	Date
<u>John V. Key</u>	<u>6-18-89</u>
Name	Date
<u>Shawlyn M. Kemp</u>	<u>6-18-89</u>
Name	Date
<u>Kay M.</u>	<u>6/18/89</u>
Name	Date
<u>Sandra Lee Davis</u>	<u>6-18-89</u>
Name	Date
<u>Edgar R. Garrett</u>	<u>6-18-89</u>
Name	Date
<u>Nancy Garrett</u>	<u>6-18-89</u>
Name	Date

APPROVAL BY MEMBERS/LANDOWNERS

The undersigned, who are members of the Raasaf Hills Property Owners Association and/or owners of property in Raasaf Hills, Unit 1, or Vista Grande, hereby consent to, approve of and ratify the foregoing Protective Covenants for the Raasaf Hills Area.

<u>De Ette M. Capen</u>	<u>6/18/89</u>
Name	Date
<u>Debra J. Capen</u>	<u>6/18/89</u>
Name	Date
<u>Casey J. Ancker</u>	<u>6/18/89</u>
Name	Date
<u>John Ancker</u>	<u>6/18/89</u>
Name	Date
<u>Charles W. Webb</u>	<u>6/18/89</u>
Name	Date
<u>Ardisia O. Webb</u>	<u>6/18/89</u>
Name	Date
<u>Robert J. Smith</u>	<u>6/19/89</u>
Name	Date
<u>Kendra Michelle Smith</u>	<u>6-19-89</u>
Name	Date
<u>Roger J. Marr</u>	<u>6-19-89</u>
Name	Date
<u>Jamie S. Marr</u>	<u>6-19-89</u>
Name	Date
<u>John Engel</u>	<u>6-19-89</u>
Name	Date
<u>Rudy Engel</u>	<u>6-20-89</u>
Name	Date
<u>Neil Parada</u>	<u>8/26/89</u>
Name	Date
<u>Margaret Parada</u>	<u>8/26/89</u>
Name	Date
<u>Don Ott</u>	<u>8-26-89</u>

State of New Mexico
County of Dona Ana

The foregoing document was subscribed, sworn to and acknowledged before me this June 18, 1989 by Diane H. Lilley, Charles Andrews, Ellen Andrews, J. Elion Lee, June Lee, Gary Schlothauer, Janet Schlothauer, John Kemp, Sharilyn Kemp, Gary Davis, Sandra Lee Davis, Edgar Garrett, and Nancy Garrett.

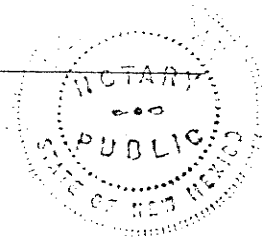
Michael W. Lilley
Notary Public

My commission expires:
11-26-92

State of New Mexico
County of Dona Ana

The foregoing document was subscribed, sworn to and acknowledged before me this June 18, 1989, by Michael W. Lilley

Laura McCoy
Notary Public



My commission expires:
12-7-91

State of New Mexico
County of Dona Ana

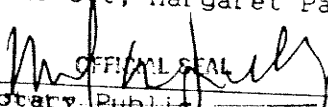
The foregoing document was subscribed, sworn to and acknowledged before me this June 18, 1989, by DeEtte Capen, Vernon Capen, Casey Ancker, Jack Ancker, Charles Webb and Zidia Webb, and on June 19, 1989, by Robert Smith, Kendra Michelle Smith, Roger Marr, Janice Marr and JoAnn Emmel. and on June 20, 1989, by Rudy Emmel.

Michael W. Lilley
Notary Public

My commission expires:
11-26-92

State of New Mexico
County of Dona Ana

The foregoing document was subscribed, sworn to and acknowledged before me this August 26, 1989, by Gene Ott, Margaret Parada and Nick Parada.


OFFICIAL SEAL
Notary Public

My commission expires:
November 26, 1992

NOTARY BOND FILED WITH SECRETARY OF STATE
MY COMMISSION EXPIRES: 11/26/92

APPROVAL BY MEMBERS/LANDOWNERS

The undersigned, who are members of the Raasaf Hills Property Owners Association and/or owners of property in Raasaf Hills, Unit 1, or Vista Grande, hereby consent to, approve of and ratify the foregoing Protective Covenants for the Raasaf Hills Area.

Jacqueline Pickett
Name

6/23/89
Date

Name

Date

State of New Mexico

County of Dona Ana

The foregoing document was subscribed, sworn to and acknowledged before me this 23rd day of June, 1989, by Jacqueline Pickett and _____

My commission expires: 4-19-92

Martha L. Carcia
Notary Public

APPROVAL BY MEMBERS/LANDOWNERS

The undersigned, who are members of the Raasaf Hills Property Owners Association and/or owners of property in Raasaf Hills, Unit 1, or Vista Grande, hereby consent to, approve of and ratify the foregoing Protective Covenants for the Raasaf Hills Area.

Betsy Anderson
Name

6/29/89
Date

Harold H. Johnson
Name

6/28/89
Date

State of Michigan

County of Macomb

The foregoing document was subscribed, sworn to and acknowledged before me this 28 day of June, 1989, by Betsy Anderson Johnson and Harold H. Johnson

My commission expires:
January 4, 1993

Marie F. Sagaert
Notary Public

MARIE F. SAGAERT
Notary Public, Macomb County, Michigan
My Commission Expires January 4, 1993



APPROVAL BY MEMBERS/LANDOWNERS

The undersigned, who are members of the Raasaf Hills Property Owners Association and/or owners of property in Raasaf Hills, Unit 1, or Vista Grande, hereby consent to, approve of and ratify the foregoing Protective Covenants for the Raasaf Hills Area.

George J. Janis
Name

6-29-89
Date

Mary Janis
Name

June 29, 1989
Date

State of MICHIGAN

County of GRAND TRAVERSE

The foregoing document was subscribed, sworn to and acknowledged before me this 29 day of June, 1989, by

GEORGE JANIS and MARY JANIS

My commission expires:
12/14/91

Charlene A. Kusen
Notary Public

- NO Seal -

APPROVAL BY MEMBERS/LANDOWNERS

The undersigned, who are members of the Raasaf Hills Property Owners Association and/or owners of property in Raasaf Hills, Unit 1, or Vista Grande, hereby consent to, approve of and ratify the foregoing Protective Covenants for the Raasaf Hills Area.

Name Kathleen Braden Date 7/3/89

Name _____ Date _____

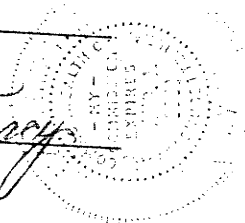
State of Massachusetts

County of Suffolk

The foregoing document was subscribed, sworn to and acknowledged before me this 3rd day of July, 1989, by Kathleen Braden and _____

My commission expires: Aug. 1, 1991

Karen Oberm Tracy
Notary Public



APPROVAL BY MEMBERS/LANDOWNERS

The undersigned, who are members of the Raasaf Hills Property Owners Association and/or owners of property in Raasaf Hills, Unit 1, or Vista Grande, hereby consent to, approve of and ratify the foregoing Protective Covenants for the Raasaf Hills Area.

[Signature]
Name _____ Date 7/17/89

[Signature]
Name _____ Date 7/17/89

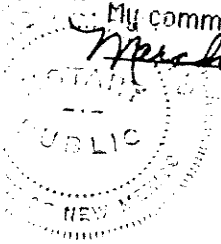
State of New Mexico

County of Dona Ana

The foregoing document was subscribed, sworn to and acknowledged before me this 17th day of July, 1989, by Marion D. Bennett and Stepena A. Bennett

My commission expires: March 2, 1993

[Signature]
Notary Public



APPROVAL BY MEMBERS/LANDOWNERS

The undersigned, who are members of the Raasaf Hills Property Owners Association and/or owners of property in Raasaf Hills, Unit 1, or Vista Grande, hereby consent to, approve of and ratify the foregoing Protective Covenants for the Raasaf Hills Area.

Dana H. Miller 8/8/89
Name Date

Audrey M. Miller 8/8/89
Name Date

State of NEW MEXICO

County of DONA ANA

The foregoing document was subscribed, sworn to and acknowledged before me this 8th day of AUGUST, 1989, by DANA H. MILLER and AUDREY M. MILLER

My commission expires:

12-13-90

[Signature]
Notary Public

APPROVAL BY MEMBERS/LANDOWNERS

The undersigned, who are members of the Raasaf Hills Property Owners Association and/or owners of property in Raasaf Hills, Unit 1, or Vista Grande, hereby consent to, approve of and ratify the foregoing Protective Covenants for the Raasaf Hills Area.

Konrad K. Council 11 Aug 89
Name Date

Carol Ann Council 16 Aug 89
Name Date

State of NM

County of Dona Ana

The foregoing document was subscribed, sworn to and acknowledged before me this 11 day of August, 1989, by Konrad K. Council and N/A

My commission expires: 3-22-93

Judy B. Gallegos
Notary Public OFFICIAL SEAL

JUDY B. GALLEGOS
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires 3-22-93

State of New Mexico

County of Dona Ana

The foregoing document was subscribed, sworn to and acknowledged before me this 10th day of August, 1989, by

Carol Ann Council

My commission expires:
June 21, 1992

Cynthia W. M... ..
Notary Public

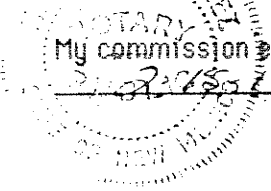
APPROVAL BY MEMBERS/LANDOWNERS

The undersigned, who are members of the Raasaf Hills Property Owners Association and/or owners of property in Raasaf Hills, Unit 1, or Vista Grande, hereby consent to, approve of and ratify the foregoing Protective Covenants for the Raasaf Hills Area.

Cornie B. Hazaro 8-22-89
Name Date
Richard W. Hazaro 8-22-89
Name Date

State of New Mexico
County of Dona Ana

The foregoing document was subscribed, sworn to and acknowledged before me this 22nd day of August, 1989, by Cornie B. Hazaro and Richard W. Hazaro



[Signature]
Notary Public



DONA ANA TITLE CO. INC.
GF # 945555-0C

**MUTUAL COVENANTS, EASEMENTS AND RESTRICTIONS FOR
LOTS 6 AND 7 OF VISTA GRANDE SUBDIVISION, AS FILED IN THE
DONA ANA COUNTY RECORDS, ON OCTOBER 30, 1981, IN PLAT BOOK
13, PAGE 102, WEST OF LA MESILLA, DONA ANA COUNTY, NEW MEXICO**

The owners of Lots 6 and 7 hereby grant cross-easements between Lots 6 and 7 for the purpose of liquid waste disposal. Lots 6 and 7 shall be both benefitted and burdened by this cross-easement for liquid waste disposal wherein each lot for the benefit of the other lot shall be combined for purposes of construction of liquid waste disposal facilities as well as land improvements, including but not limited to, fences, dwellings, garages and outbuildings.

The owners of Lots 6 and 7 hereby covenant and agree that said lots shall be hereafter designed for use as a single land area for all purposes, and neither Lot be sold to an owner without also selling the other Lot to the same owner; and that all applications for construction of improvements such as dwellings and other structures shall be filed for the two lots combined as a single lot.

These mutual covenants, easements and restrictions shall remain in force in perpetuity and shall not be subject to the lots being split without going through the subdivision process and obtaining the express written approval of the State of New Mexico Environment Department or any successor agency having authority over liquid waste disposal. The intent of this requirement is that if at some future time there is an off-site liquid waste disposal to which the lots become connected, then and only then is there a method for amending these covenants, easements and restrictions.

A copy of a plat of survey of Lots 6 and 7 showing them as combined with their metes and bounds is attached hereto as Exhibit A and incorporated herein by reference.

These easements, covenants and restrictions touch and concern Lots 6 and 7 of the Vista Grande Subdivision and shall run with said land.

Linda L. Burton
Linda L. Burton }
Marjorie L. Hause } 1st P
Marjorie L. Hause }

name of subd - 2nd P

488



STATE OF OHIO)
COUNTY OF Montgomery)

ss.

The foregoing instrument was acknowledged before me this 7th day of May, 1994, by Linda L. Burton.

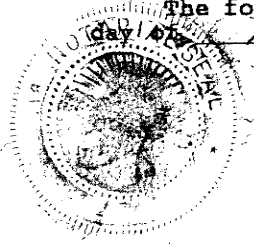
E. M. Fuller
Notary Public E. M. FULLER, NOTARY PUBLIC
My Commission Expires and for the State of Ohio
and Expires JULY 25, 1998

STATE OF OHIO)
COUNTY OF Montgomery)

ss.

The foregoing instrument was acknowledged before me this 7 day of May, 1994, by Linda L. Burton MARJORIE L. HAUSE

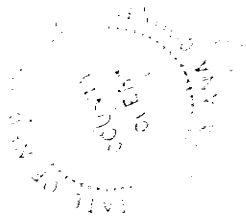
E. M. Fuller
Notary Public E. M. FULLER, NOTARY PUBLIC
My Commission Expires and for the State of Ohio
and Expires JULY 25, 1998



State of N. Mex., Co. of Dona Ana, ss
RECEPTION NO. 11685 I hereby
certify that this instrument was filed
for record and duly recorded on.

MAY 10 1994

at 2:36 o'clock P.M.
Book 303 Page 488 of the
Records of said County.
County Clerk
By Maria Garcia DEPUTY



489

**MUTUAL COVENANTS, EASEMENTS AND RESTRICTIONS FOR
LOTS 8 AND 9 OF VISTA GRANDE SUBDIVISION, AS FILED IN THE
DONA ANA COUNTY RECORDS, ON OCTOBER 30, 1981, IN PLAT BOOK
13, PAGE 102, WEST OF LA MESILLA, DONA ANA COUNTY, NEW MEXICO**

The owners of Lots 8 and 9 hereby grant cross-easements between Lots 8 and 9 for the purpose of liquid waste disposal. Lots 8 and 9 shall be both benefitted and burdened by this cross-easement for liquid waste disposal wherein each lot for the benefit of the other lot shall be combined for purposes of construction of liquid waste disposal facilities as well as land improvements, including but not limited to, fences, dwellings, garages and outbuildings.

The owners of Lots 8 and 9 hereby covenant and agree that said lots shall be hereafter designed for use as a single land area for all purposes, and neither Lot be sold to an owner without also selling the other Lot to the same owner; and that all applications for construction of improvements such as dwellings and other structures shall be filed for the two lots combined as a single lot.

These mutual covenants, easements and restrictions shall remain in force in perpetuity and shall not be subject to the lots being split without going through the subdivision process and obtaining the express written approval of the State of New Mexico Environment Department or any successor agency having authority over liquid waste disposal. The intent of this requirement is that if at some future time there is an off-site liquid waste disposal to which the lots become connected, then and only then is there a method for amending these covenants, easements and restrictions.

A copy of a plat of survey of Lots 8 and 9 showing them as combined with their metes and bounds is attached hereto as Exhibit A and incorporated herein by reference.

These easements, covenants and restrictions touch and concern Lots 8 and 9 of the Vista Grande Subdivision and shall run with said land.

Linda L. Burton
Linda L. Burton
Marjorie L. Hause
Marjorie L. Hause

714

STATE OF OHIO)
COUNTY OF Montgomery) ss.

The foregoing instrument was acknowledged before me this 1
day of 3/1, 1994, by Linda L. Burton.

[Signature]
Notary Public
My Commission Expires: _____

STATE OF OHIO)
COUNTY OF Montgomery) ss.

The foregoing instrument was acknowledged before me this 1
day of March, 1994, by ~~Linda L. Burton~~ MARJORIE L. HAUSE

[Signature]
Notary Public
My Commission Expires: _____

State of N. Mex., Co. of Dona Ana, ss
RECEPTION NO. 5229 I hereby
certify that this instrument was filed
for record and duly recorded on.

MAR 02 1994

at 11:50 o'clock A M is Misc
Book 300 Page 116 of the
Records of said County,
County Clerk
of Paula Garcia DEPUTY

717