

Martha McKnight Proctor By: Opal Hill Deputy
Lincoln County Clerk Rec. # 98-04792 Fees: \$ 17.00 .1.

COVENANTS, CONDITIONS AND RESTRICTIONS
OF WHITE MOUNTAIN ESTATES, UNIT 6

Lot - 411

The undersigned, being the owner of all of the lots and blocks located in WHITE MOUNTAIN ESTATES, UNIT 6, Ruidoso, Lincoln County, New Mexico, as shown by the plat thereof which was recorded and filed in the office of the County Clerk of Lincoln County, New Mexico on June 3, 1998, in Cabinet G, Slide No. 121, does hereby declare for itself, its successors and assigns, that all lots and blocks in said subdivision shall be subject to and encumbered by the following restrictive and protective covenants, and that all conveyances of said property or any part thereof shall be subject to said covenants whether or not the same are embodied in the conveyance or other instruments affecting title thereto:

A. Lot 1, Block 1, and Lot 1, Block 2, of White Mountain Estates, Unit 6, are hereby designated as light commercial lots under the "C-1 Neighborhood Commercial District" requirements of the Village of Ruidoso, and the following additional restrictions:

1. That said premises, or any buildings erected thereon, shall not be used for any business, offensive, noxious or detrimental to the use of the land in the vicinity thereof for private residences, nor shall said land be used for any purpose which might or could create a nuisance.
2. No fowl or animals other than household pets shall be kept or maintained in said Commercial Area. Any dog kept in the Commercial Area shall be kept in a suitable enclosed yard or on leash and no more than two adult dogs may be kept on any one lot.
3. All buildings to be used for commercial purposes shall be of all new first class construction, built on-site from the ground up, and be of not less than 1000 square feet of ground floor area. No structure shall have more than

one story without the prior written consent of the Architectural Control Committee of White Mountain Development Company, and all building and site plans shall be submitted to said Committee for its approval prior to construction.

4. Prior to allowing construction of a driveway onto Gavilan Canyon Road from Lot 1, Block 2, the Village of Ruidoso will require a detailed traffic impact analysis to determine whether or not such access will be permitted or whether access will be allowed only onto Hull Road. No access onto Gavilan Canyon Road shall be permitted from Lot 1, Block 1.
5. No trash, junk, old vehicles not in operating condition, or any unsightly object shall be allowed upon or maintained or kept upon any of said lots unless kept out of view. Exterior surfaces of any structure shall not be allowed to become shabby or unkempt and all lots shall be properly maintained and weeds cut as needed.
6. There shall be no unnecessary removal of trees and excavation shall be limited to removal of not more than 100 cubic yards of soil without the prior written consent of the Architectural Control Committee.
7. The development of any lot in the Commercial Area shall, in all respects, conform to the Zoning Ordinance of the Village of Ruidoso, and all plans for commercial use and improvements shall be submitted to the Planning and Zoning authority of the Village of Ruidoso for approval prior to commencement of construction.

B. The land included in this subdivision is in an area zoned by the Village of Ruidoso as "R-3 Multi-Family". However single-family residential is an allowable use under this category. Therefore, the remainder of the lots and blocks in this subdivision are hereby designated "R-1 Single-Family Residential Area" and shall be used for single-family residential purposes only, and no business, manufacturing, commercial enterprise, public or

commercial amusement shall be conducted, operated or maintained thereon. The Single-Family Residential Area shall be subject to the following residential restrictions:

1. All residences erected on said lots shall be erected on-site from the ground up and shall have a minimum heated floor area of 1500 square feet, exclusive of open porches and garages. If any room in a residence has a sloping ceiling, no portion of the room measuring less than five feet from the finished floor to the finished ceiling shall be included in any computation of the minimum floor area thereof.
2. In order to avoid a housing development appearance, no builder or owner shall construct two or more residences of similar appearance within this subdivision or within view of each other. All buildings shall be of all new first class construction and no used, secondhand or prefabricated buildings shall be moved into said subdivision. It is further provided that the exterior of any building shall be completed within six months from commencement thereof, Act of God excepted.
3. No building shall be erected or maintained nearer than ten feet to any side lot line, nor nearer than twenty feet to any front or back lot line; provided however, that if any person owns several contiguous lots, buildings may be erected anywhere thereon provided that said buildings shall not be nearer than the distances aforesaid to the extreme exterior lot lines of all of said contiguous lots taken together as a unit. The R-3 Multi-Family setback requirements shall not apply.
4. If an owner constructs a residence using a mechanical or passive solar system, the neighboring property owners shall not thenceforth construct, plant, grow or install any new objects, structures or trees which might cause an obstruction to their neighbor's property and the low winter sun angle which is critical for their neighbor's mechanical or passive solar system.
5. No mobile home of any size shall be placed upon any lot in this subdivision. There shall not be erected or placed on any one lot more than a single private dwelling house, together with the necessary and appurtenant buildings such as servants' quarters and garages customarily used in connection therewith, and no tent, shack, outhouse or structure of a temporary character shall be erected or maintained in said area.

6. Off-street parking shall be provided for at least two standard automobiles on each lot. Boats, recreational vehicles, trailers (including vacation trailers) may only be stored wholly within a garage or carport. Except during construction work, no large construction machinery, dump trucks, tractors, blades, etc. may be parked on any lot.
7. There shall be no unnecessary removal of trees, and excavation shall be limited to removal of not more than 100 cubic yards of soil without the prior written consent of the Architectural Control Committee of White Mountain Development Company.
8. No fence or free standing wall within or bordering the front yard shall exceed a height of three feet; no fence or free-standing wall within or bordering a rear or side lot line shall exceed a height of six feet. On a corner lot no fence or free standing wall over three feet in height may be erected so as to come closer to the street side of the corner lot than the required street side lot line setback. Fences may be of growth, masonry, rock, cedar, native lumber or chain link. No chicken wire or barbed wire may be used in this subdivision.
9. All exterior plans for buildings to be erected shall be submitted for approval by the Architectural Control Committee. Should the Committee deem it advisable to refer the plans to a professional architect or engineer, the Committee shall be entitled to charge the lot owner a fee not to exceed \$100.00 for such service. Failure of the Committee to act within 15 days from the date of submission, shall be considered as approval of such plans. Homes to be constructed on Lots 2 through 5 of Block 1 shall be built facing Timberline Court, and no driveways or egress therefrom shall be permitted onto Gavilan Canyon Road.
10. No animals other than domestic household pets shall be kept or maintained on said lots. No more than two adult dogs may be kept on any one lot and all dogs shall be kept in a suitable enclosed yard or on leash. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trash, junk, old vehicles not in operating condition, or any unsightly object shall be allowed upon or kept on any of the lots, unless kept out of view. No appliances may be kept on the outside unless enclosed in an enclosure attached to the dwelling. All clothes lines

shall be maintained on the rear of any lot and shall be so placed as to not be visible from any adjoining lot or street. No television antennas shall be allowed on any lot or building, other than television satellite reception dishes not exceeding 18" in diameter may be allowed providing that they are screened from any adjoining street or residence.

11. Exterior surfaces of any structure or dwelling shall not be allowed to become shabby or unkempt and all lots shall be properly landscaped and maintained and weeds cut as needed. No brush, trash or other materials shall be burned except in compliance with the fire regulations of the Village of Ruidoso or other appropriate regulatory agency.
12. No signs exceeding four square feet in area shall be erected or maintained on any lot.
13. No building shall be erected on natural drainage channels, nor shall any building be constructed on utility easements except as provided for construction of a residence on contiguous lots under common ownership.
14. If the terrain of any lot prevents compliance with any one of these restrictions, a prior written waiver must be obtained from the Architectural Control Committee of White Mountain Development Company.

Invalidation of any of the foregoing covenants contained herein shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

All of the covenants herein contained shall run with the ownership of the land and shall be binding upon the undersigned and all parties claiming under them.

All of the restrictive covenants contained herein are for the benefit of any and all owners of lots within the boundaries of the land hereinabove described, and if the undersigned or any of its assigns or successors shall violate or attempt to violate any of said covenants, then it shall be lawful for any other person or

persons owning land within said boundaries to prosecute any proceedings at law or in equity to recover damages or to enjoin such act and to have any and all further legal and equitable relief.

WITNESS our hands and seals.

ATTEST:

WHITE MOUNTAIN DEVELOPMENT CO., INC.

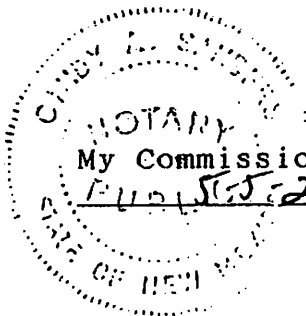
Patricia L. Thompson
Assistant Secretary

By:

William G. McCarty
William G. McCarty, Vice President

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

The foregoing instrument was acknowledged before me this 29th day of May, 1998, by William G. McCarty, Vice President of WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., a New Mexico Corporation, on behalf of said corporation.



Gregory J. Anderson
Notary Public