Protective Covenants recorded May 27, 1965 in Book 66 at Pages 89 through 93; Amendment recorded January 22, 1966 in Book 69 at Page 138; Amendment recorded May 15, 1978 in Book 127 at Pages 111 through 114, Protective Covenants recorded February 4, 1958 in Book 190 Pages 331 through 340, Amendment recorded December 8, 1987 in Book 223 Pages 649 through 652, Amendment recorded April 23, 1992 in Book 274 Pages 923 through 925, Amendment recorded August 12, 1994 in Book 307 Pages 265 through 272, recorded September 1, 1994 in Book 308 Pages 458 through 467 all of Dona Ana County Miscellaneous Records, New Mexico. Deleting any portion of said restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or natural origin to the extent such covenants, conditions or restrictions violate #42 USC 3604 "c". These restrictions have not been violated, and a future violation thereof shall not cause a forfeiture or reversion of title and will not affect the validity or priority of the lien of the mortgage herein insured. This assurance does not extend to restrictions relating to environmental protection unless a notice of violation thereof has been recorded or filed in the public records and is not referenced in Schedule B. However, this policy insures that any violation of these restrictions relating to environmental protection shall not affect the validity or priority of the lien of the mortgage insured herein.

PROTECTIVE COVERENCE FOR APOLLO ESTATES SUBDIVISION

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We, the undersigned, Earl Westmoreland and Jean Westmoreland, his wife, Forrest Westmoreland and Joyce Westmoreland, his wife, exners of the "A solle Estates", Cubalvision "C", of the Elephant Butte Land and Trust We tracte, as per plat thereof on file in the office of the County Dierk, Done Ame County, New Mexico, (amonaments #1 and #2) to hereby make the following declaration as to limitations, restrictions and uses to which the lote and/or parcels constituting such subsivision may be put. hereby spesifying that such declaration shall constitute covenants to bun with the land as provided by law and shall be binding upon all parties and persons claiming under them and for the benefit of and limitstions upon all future owners in said subtivision. This declaration or resudictions being intended for the purpose of keeping such subdivision sesimable, attractive and suitable in development and maintenance for use as herein indicated, to extend for a period of twenty five (25) years at which time they shell be considered automatically extended for successive periods of ten (10) years, unless modified or changed in manner hereinafter provided.

The covenants, agreements, conditions, reservations, restrictions and therees treated and established herein for the senofit of the subdivi-Sion and each lot or site thereof may not be waived, abandoned and terminates, modified, altered or changes as to the whole or any part except by 15% of the votes outstanding at the time of the desision, with the voting being based as follows: each owner of preperty within the subdivision of .5 of an zero or more shall be entitled to one vote per sach 45 of an acro that he owns, and in addition each owner having a residence of home completed at least within the intent and contemplation of provisions herein shall be entitled to additional votes amounting to a tenpercent increase over what he would normally be permitted to exercise under the above described conditions. Provided, further, that no such selver, abandonment, termination, modification or alteration shall become effective until the approval thereof by owners so voting shall have been reflected in afficavit form and until the proper instrument in writing shall be executed by them and recorded in the office of the Dounty Stork of Done Ans County, New Mexico.

NOW, THEREFORE, for and in consideration of the restrictions agreed to by the purchaser and the additional consideration of \$1.00 in hand said to the undersigned, they hereby agree to make the following Protective Governants with reference to all the lots in said subdivision as designated below: all lots in block #12, #13, and #14, subdivision "0" of the Elephant Butte Land and Trust Co. tracts as per plat thereof on file in the office of the County Olerk, Dons Ans County, New Mexice, shall be zoned as residential with the following exceptions: Lote #1 and #2, #36 and #37 of block #12 shall be zoned as commercial; Lote #34, #35, #36, and #37 of block #13 shall be zoned as R-3. (or be used for agastement complexes, the design and construction of which will be subject to the architectural committee approval) The west half of lot #26, and the enot half of lot #27 in block #12 will be reserved as a recreations and swimming area.

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l. Use and Imprevement
No building other than one detached single-family private residence, a private garage or sarport for use of the occupants of such residence and other usual and appropriate accessory buildings, strictly incidental and appurtenant to a private residence shall be erected or maintained on any residential lot or plot in this subdivision, and no use whatseever except in connection with its use and improvements as the site and grounds of a private residence shall be made of any residential lot or plot in this subdivision.

The term *private residence* is intended to exclude every form of business, commercial or manufacturing enterprises and shall apply to the entire tract, in all residential areas thereof.

Il. Temporary Dwelling
No trailer, basement, tent, shack, garage, base, army barracks or other outbuilding shall be used as a temporary or permanent residence, nor shall any
residential or other structure be moved onto the trast from some other iscation.

111. Cutling of Protective Covenant No residential structure shall be erected or permitted to remain on any letin the tract having a ground floor area exclusive of open porches, carports or garages of less than (a) 1400 square feet, in all of block #15, and must also carry an appraisal of not less than \$15,000.00, and be constructed on a let containing not less than 18,900 square feet (2 acre more or less), and be the only structure on said lot; (b) 1600 square feet, in all of block #12, and must carry an appraisal of not less than \$20,000.00, and be constructed on a lot containing not less than 29,700 square feet 14 agre more or less) and be the only residence on said lot; (c) 22,00 square feet, in lots #9, #10, #11, #12, #13, #14, #15 and #16, all in block #14, and must carry an approisal of not less than \$25,000.00, and be constructed on a lot containing not less than 40,500 square feet (1 pers more or less) and ke the only residence on said lot. All plane and specifications must be approve ed by an architectural committee, to assure the fact that all structures are designed so as to be in keeping with the general type of homes in the sub-division. This committee shall consist of Forrest Westmoreland and/or his designees, being home owners in the area.

Masonry veneer or solid masonry coverage will be at least 50% of the house enterior wall area. The area of those openings within a masonry area will be figured as masonry will be intended that said masonry be brick and/or stone. Studened masonry will be permitted only by approval of the Architectural Dommittee.

No building, nor projection thereof shall be located nearer to any front street than 25 feet; also no building shall be located on any lot line nearer than 15 feet to any street line, nor elect than 10 feet to any interior let line, except that no side park shall be required for a detastical garage, carport, or other accessory building located 60 feet or more from the front property line.

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V. Subdivision of Late

No dwelling shall be erected or permitted to remain on any building plot having an area of less than 18,900 square feet or a width of less than 80 feet at the front building set back line.

Facing of houses on sorner lots will be such that aus consideration is given to the appearance of the years as seen from other houses. Minimum height of fences parallel to streets on sorner lots will be 60 inshes above grade; except any deviation must be made with the written approval of the architectural committee.

VI. Completion of Construction

ing residence or other building in this subdivision, the construction of which has been started, shall be completed within six (6) months, except when a delay is caused by acts of God, strikes, actual inability of the owner to preciuse delivery of mesessary materials, or interference by other sersons or fareas beyond the control of the owner to prevent completion. Financial inability of the owner or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a sauce beyond his control.

In the event of sessation of construction of any building for a period of 120 days where such interruption is not excused by the provisions hereof, the existence of such incompleted building shall be deemed to be a nuisance and the declarants hereof shall have the right to enter upon said incompleted property and remove same, or carry such construction work to completion, and the expanse incurred in connection with the removal or completion of such building shall become a lien upon the land and improvements thereon upon which such building is lecated, and which may be forslosed either as a mechanical lien and/or a mertgage made on real property.

VII. Pences

No fence or wall except necessary retaining walls of minimum height, shall be exected or allowed to remain nearer the front street than the front set-

On corner lets no side street fence or sall, except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer to the front street than the rear of the dwelling, nor nearer the side etreet than the property line.

Only masonry fences shall be permitted. Any combination of masonry and other materials for fence walks shall be subject to approval by the architectural committee.

Vill. Easemente

Easements and rights-of-way are hereby reserved unto the seller for the construction, installation and maintenance of any and all utilities, such as electric light, gas line, drains, sewers, reads, water supply lines, telephones or telegraph or the like, necessary or desirable for public health and selfare. Such easements and rights-of-way shall be confined to a five feat width along the sear and side lines of every building plot and along every street, road or highway abutting the premises, unless otherwise designated on the plat.

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IX. Nuisance
No noxious or offenoise activity shall be carried on upon any let ner shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No sign of any kind shall be displayed to the public view on any let classed as residential, except one professional sign of not more than one square foot. One sign of not more than five square feet advertising the property for sale or rant, or signs used by a builder to advertise the property during the construction and sales period.

No cil drilling, cil development eserations, cil refining, quarrying or mining operations of any kind shall be permitted upon or in any let, nor shall cil wells, tanks, tunnels, mineral exceptations or shalts be permitted upon or in any let. No derrick or other structure designed for use in boring for cil or natural gas shall be created, maintained or permitted upon any let.

No person shall be allowed to keep or he bor on any parcel of land consisting of less than one full acre within Apollo Estates any animals or poultry other than recognized as household pets. On parcels of one acre or more there shall be permitted to exist one horse per each full acre; however, it must be permitted to exist one horse per each full acre; however, it must be permitted to the farthest 2 of the parcel from street frontage, and can be no nearer than 100 feet from a neighboring property without written consent from the owner of the acjacent property.

XIII. Faiture to Enforce
The various restrictions and provisions of this Desiration are declared to
constitute mutual equitable covenants and servitude for the protection and
benefit of each property in the said subdivision, and faiture by the Declarants or the person or persons entitled so to do to enforce my measure or
provision upon violation thereupon shall not stop or provent enforcement
thereafter or be sessed a valver of the right to do se.

The various measures and provisions of this Declaration are declared to be severable, and the helding invalid of any one measure or provision shall not affect any other measure or provision contained herein.

XV. Subordination to Mortgages and Beeds of Trust Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or dead of trust, but titles to any property subject to this Declaration obtained through sale in satisfaction of any mortgage or deed of trust shall thereafter be held to all of the measures and provisions hereof.

MVI. Enforcement of Restrictions inforcement shall be by procedings at law or in equity against any person or persons violating or attempting to violate any account either to restrain violation or to recover damages.

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Hay , 1965, A.D.
Earl Houtmoreland formy hashnard westing the standard
Jean Westmoreland Just Westmoreland Joyce Westmoreland
STATE OF NEW MEXICO)
COUNTY OF DONA ANA)
On this 27th day of May , 1965, before me personally appeared Earl Westmoreland and Jean Westmoreland, his wife and Forrest Westmoreland and Joyce Westmoreland, his wife, to me known to be the persons described to and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal the day and year last above written

My commission expires: 11-25-67

Notary Public.

NACTARY SEAL

State of N. Mex., Co. of Dona Anat es RECEPTION NO. AND Thereby certify that this instrument was filed for record and duly recorded on:

MAY 27 1965

E 2 O COUNT E M JA 11 150

BOOK OF SHIP OF THE PROPERTY COUNTY CO

(CATANEL CLEAR SEGL)

"AMENDMENT"

Amendment #1, to the **Protective Covenants for Apollo Estates Subdivision*.

filled May 27th, 1965, reception #4883, book \$66, page 59-931

In accordance with the second paragraph of the above described document, se.

Earl Westmoreland, and Jean Westmoreland, his wife, and Forrest Westmoreland, and Joyce Westmoreland, his wife, owning more than 75% of the tracts of land subject to said document, do hereby exercise our legal right and amend the protective covenants as follows:

Stipulation #111, division (b), shall be changed to read-

(b) 1800 square feet in lots #5, #4, #5, #6, #7, #8, and #9 in block #12, and must carry an appraisal of not less than \$20,000.00, and be constructed on a lot containing not less than 29,700 square feet (2 screenore or less) and be the only residence on said lot; All remaining lets in block #12, must have a ground floor area of not less than 1200 square feet, and carry an appraisal fo not less than \$12,000.00, and be constructed on a lot containing not less than 18,900 square feet (\$ acre more or less) and be the only residence on said lot; In witness shereof, we have hereunte set our names this \$250.00 day of

Tangany . 1966, A.D.:

Earl Westmoreland

Jean Westmoreland

On this 1724 day of 242, 1966, before me personally appeared Earl Westmoreland

On this 22d day of 2a, . 1966, before me personally appeared Earl Westmoreland and Jean Westmoreland, his wife and Forrest Westmoreland and Joyce Westmoreland, his wife, to me known to be the persons described in and who executed the forgoing instrument and acknowledged that they executed the same as their free set and dead.

Diltness by hand and seal the day and year last above Wiltten.

nniesion expires: 4.00 Notary Public

RECEPTION NO	STATE C	OF NEW MEXIC	O, COUNTY	OF DONA A	NA 55
I hereby certify that	sinstrument was filed	l for record on t	ne 22nd	day of	nuazy 196 6
"柔斯·拉茨"。2015年11日 11日 11日 11日 11日 11日 11日 11日 11日 11日	clock A :: M. and duly			Server Profession	40.00
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(COUNTY CLERK SEAL)	•	Heat Haller	11.6	3 - 17 Bar 18 18 18 18 18 18 18 18 18 18 18 18 18	dica. Deputy.

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"AMENDMENT"

Amendment #2, to the Protective Covenants for "Apollo Estates Subdivision", filed May 27th., 1965, reception #4883, book #66, page 89-93:

In accordance with the second paragraph of the above described document, we Jean Westmoreland, Forrest Westmoreland, and Joyce Westmoreland, his wife, owning more than 75% of the tracts of land subject to said document, do hereby exercise our legal right and amend the protective covenants as follows:

Stipulation #111, shall be changed to read 1200 sq. ft. throughout Block #12, and said houses may be built on parcels of land containing not less than 10,800 sq. ft. of surface area. The minimum appraisal requirement is hereby deleted, however the "Architectural Committee" shall have jurisdiction as outlined within the original document. From the original document Blocks #13, #14, and #15 are removed at this time to be covered at a later date. (Lots #12, & #13 are excluded from this amendment, blk.#12)

The masonry vaneer requirement will be increased from 50% of the exterior to 100% of the exterior wall area. It will remain within the prerogative of the "Architectual Committee" to approve any deviation from this norm, however, that it considers acceptable. Exception- adobe construction will be permitted.

However, A frame, cubicle, and dome structures are herewith prohibited residences or for any other purposes.

Nonliability

Neither the original owner, the "Architectual Committee" or its representative, shall incur liability to anyone submitting plans for approval, or to any owner or owners of land subject to these covenants by reason of mistake in judgement, negligence or nonfeasance of itself, its agents or employees, arising out of or

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in connection with the approval, or disapproval, or failure to approve any such plans; anyone submitting plans for approval, by the submitting of such plans, and any by acquiring title to any of the property covered hereby, waives his claim for any such damages.

Provisions

Any provision herein contained may be waived by the "Architectural Committee" excepting when such provisions constitute a law or regulation of the State of New Mexico or any political subdivision thereof, and said committee may modify any restrictive covenants when, in the judgement of the Administrative Control 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 Administrative Control Committee and filed for record with th County Clerk of Dona Ana County, New Mexico.

The representative of the "Architectural Committee", Forrest
Westmoreland, will be required to respond to any request for
building plan approval within 30 days from submittal. This responce
must be in writing, signed by him or his designated representative.

V. Subdivision of Lous (Change as follows)

The minimum size of any building plot shall be reduced from that area specified to 10,800 sq. ft.

only rock or masonry fences will be permitted within this subdivision any other material must be approved in writing by the "Architectural Committee." The back yard of building sites containing 10,800 sq. ft. must be fenced on each side and the back. The height of same will be determined by the character of the lot in question.

and mutually agreed to by builder and "Architectural Committee".

Exception- adobe construction will be permitted.

Also hard surface driveways from street to garage or carport will be required on these lots containing 10,800 sq.ft.

V1. (Add the following) Completion of Construction

It will remain at the descretion of the "Architectural Committee" to vary this completion time when required.

VIII. (Add the following)

The easement area of each lot and all improvements in it, shall be maintained continuously by the owners of the lot except for those improvements for which a public authority or utility company is responsible.

1X. (Add the following)
Tanks, Etc.

Equipment required by solar energy systems excluded from the following. No elevated tanks of any kind shall be erected, placed or permitted except where required for the water distribution system. 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, must be buried or screened sufficiently to conceal them from the view of neighboring or other lots or roads or streets. All private mechanical equip. at ground level that services the dwellings shall be concealed from view from the street. Poats, campers, trailers, buses, recreational and similar vehicles or equipment, or vehicles under extensive repair shall be stored at the rear of the house for aesthetic reasons. This does not apply to operable vehicles parked or used during normal activities.

Maintenance of Lots

No lot or portion thereof shall be used in whole or in part 1/3

for the storage or dumping of rubbish of any character 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, nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or unreasonably disturb the peace, quiet, comfort or serenity of the surrounding property.

Witnessthis day of19
Harney Westworland (seal Bruds Vandor Jan Docal
(seal)
ACKNOWLEDGEMENT FOR NATURAL PERSONS
State of New Mexico County of County of County of State Office County
The foregoing instrument was acknowledged before me this
by Jorset, Apyce, Brent and Jean Wostmoreland (Name or Names of Person or Persons Acknowledging)
My commission expires: 30,1979 Notary Public
MOTARY SEAL
STATE OF NEW MEXICO, COUNTY OF DONA ANA, BG.
Rec No. 1992 BK 127 PG 111-114 Records of Man
Delia Garcia Barncastie -DONA ANA COUNTY CLERK
GRANTEE'S ADDRESS:
and the state of t
(COUNTY CLERK SEAT)

PROTECTIVE COVENANTS FOR APOLIO ESTATES SUPERVISION.

We, the undersigned, forrest Westmoreland and Joyce Westmore and his wife, owners of portions of "Apollo Estates", Subdivision "(", o: the Elephant Butte Land and Trust Co. traces, as per plot thereof of file in the office of the County Clerk, Dona And County, New Mexico. (amendments #1 and #2), along with the majority of home owners in the area herein described, do hereby exercise their right provided by a previously recorded covenants and make the following declaration as to limitations, restrictions and uses to which the lots anc/or parcels constituting such subdivision may be put, hereby specifying that such declaration shall constitute covenants to run with the land as provided by law and shall be binding upon all parties and persons clarming under them and for the benefit of and limitations upon all future owners in said subdivision. This declaration of restrictions being intended for the purpose of keeping such subdivision desirable, attractive and suitable in development and maintenance for use as herein indicated, i extend for a period of twenty five (25) years at which time they shall be considered automatically extended for successive periods of ten (10) years, unless modified or changed in manner haroinatter provided. This document will take presidence over any previously recorded coverant applying to any or all of the same property.

The covenants, agreements, conditions, reservations, restrictions and changes created and established herein for the benefit of the subdivider and each for or tire thereof may not be writted, obtained and terminated addition, effected or changed as to the knob or of part weight to the property of the voters, with the arrow to be based or not well a checken in the content of the content, with the arrow to be based or not well a checken in the

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having a completed dwelling at least within the intent and restemplation of provisions herein shall be entitled to an additional vote. Showides, further, that no such waiver, abandonment, termination, so cilication alteration shall become effective until the approval thereof by own reso voting shall have been reflected in affidavit form and until the proper instrument in writing shall be executed by them and recorded in the office of the County Clerk of Done Ana County, New Mexico. Exception: No down-grading from the standard established by this document will be permitted.

Now, therefore, for and in consideration of the restriction agreed to by the purchaser and the additional consideration of \$1.00 m hand paid to the undersigned, they hereby agree to make the following Protective Covenants with reference to all the lots in said subdivision as designated below: Block #15: Lots #36 and #37 shall be designated commercial property, on which the activities shall be limited to the typical shopping center operations, with buildings not to exceed one story in height. Such activities shall be subject to approval by the Planning and Zoning Committee as hereinafter described. Also lots #1 and #2 in Block #13; as well as lots #1, #7, #36 and #57 in Block #12 shall be designated commercial. Lots #20 through #37, in Elock #13 shall be designated R3, for multifamily use.

The Flanning and Zoning Committee, an advisory board only, shall be comprised of three members duly elected by a majority of the hore awners within the Subdivision; one scaler appointed by Forrest Westmoreland limit the property owners within the subdivision; and the 5th and timel number of the committee roing Forrest Westmoreland himself. Said formlittee shall have plot approval authority. They vary are authority will be verted with the committee, limited terministing exterior will the country to the committee, wall design our construction send eks, etc.

The Planning and Zoning Committee shall make recommendations to the property owners, but final decisions shall rest with a maintage appreviously outlined.

I. Use and improvement (residential arces)

No building other than one detached single-lamily private residence, a private garage or carport for use of the occupants of such residence and other usual and appropriate accessory buildings, strictly incidental and appurtenant to a private residence shall be erected or maintained on any residential lot or plot in this subdivision, and no use whatsoever except in connection with its use and improvements as the site and grounds of a private residence shall be made of any residential lot or plot in this subdivision.

The term "private residence" is intended to exclude every form of business, commercial or manufacturing enterprises and shall apply to the entire tract, in all residential areas thereof.

II. Temporary Dwelling

No trailer, basement, tent, shock, garage, barn, Army barracks other outbuilding shall be used as a temporary or permanent residence, nor shall any residential or other structure be moved onto the tract from some other location.

id. Outline of Protective Covenant

No residential structure shall be erected or permitted to rearm on that he had been that having a ground cloor and exclusive of open of

porches, carports or garages of less than (a) 1400 square feet, in all of block #15, except for lots #36 and #37; Block #14, except for let #1; Block #13, lots #3 through #19; as well as lots #3 and #35 in Block #12 and be constructed on a lot containing not less than 10,800 square feet (1/4 acre more or less), and be the only structure on said lot. The remainder of Block #12 shall be restricted to the construction of houses containing a minimum ground floor living area of 1800 sq. it. on a lot containing no less than 21,600 sq. it. All plans and specifications must be approved by the Planning and Zoning Committee to assure the fact that all structures are designed so as to be in keeping with the general type of homes in the subdivision. Exception to majority authority: Minimum low sizes or specific land use herein established cannot be altered by majority vote without Forrest Westmoreland's written approval.

Masonry veneer or solid masonry coverage will be at least 50% of the house exterior wall area. The area of those openings within a masonry area will be figured as masonry. It is intended that said masonry be brick and/or stone. Stuccoed masonry will be permitted only by approval of the Planning and Zoning Committee.

IIIa. Mobile Home Covenants for Block #!

That portion of Block #11 described as follows:

All of lot #1, lot #2, lot #3, parcels 35a, 35b, 35c, 35d and 35j;

parcels 36a, 36b, 36c, 36g, 36b, 36j, and 36k;

and parcels 37a through 37%, shall be set

aside to be used as a mobile home rental park. Said park ashell be highly restricted to ensure, from its inception, that it is exthetically appealing and free from offensive conditions (specific coverages to be prepared and filed, prior to the park's commencement of business). Locs #11 through #16 and #23 through #27 (divided into 1/3 acre plote shall be developed as a mobile home, residential subdivision except for the South 1/4 of lots #26 and #27 on which no mobile home, will be perfuteed. Atticle I not this document (Use and Improvement) as well as at #VI #VII. #VII. #IX. #X. #XI #XII. #XIII. #XIV. and #XX. shall also applicable home area. In addition, no mobile home smaller when we know that one year old may be placed on any plots without written warrance from the Planning and Zöring Committees.

Authority established by this document over the mobile home communication of Block #11 will be relinquished once abstantlar covenant is addited by the property owners in that area.

IV. Set Back of Building

No building, not projection thereof shall be located meaver to an front street than 25 feet; also no building shall be located on any lot line bearer than 25 feet to any street line ner closer than 10 feet to any interior bot line, except that no side yard shall be reclared in a detached garage, carport or other accessory building located (0) feet or more from the front preperty time.

V. Completion of Construction

Any residence or other building in this subdivision; the

construction of which has been started, shall be completed within in (6) months, except when a delay is caused by acts of Cod, ser kes, actual inability of the owner to produce delivery of necessary materials, or interference by other persons or forces beyond the control of the owner to prevent completion. Financial inability of the owner of his contractor, to secure Lubor or materials of discharge tien or attachments shall not be deemed a cause beyond his control.

In the event of cessation of construction of any heilding for period of 120 days where such intercuption is not excused by the provisions bernof. The existence of such incompleted initiating which have the right deemed to be a nuisance and the declarants hereof shall have the right to enter upon said incompleted property and remove same, or carry such construction work to completion, and the expense incurred in conjection with the temoval or completion of such building shall become a light upon the land and improvements thereby upon which such building is I cared, and which may be foreclosed either as a mechanics from and/or unportage, made on real property.

VI. rences and selection of the selectio

No tence or wall except neces any retaining walls of minimum height, shall be exected or allowed to remain heart the front spacet than the front set back line

On corner lots, no side street lende of wall except becausing retaining walls of minimus beight, shall be exected of allowed to remain nearer to the front street than the rear of the dwelling, nor nearer the side street than the property line.

Only masonry fences shall be permitted. Any Ambination of masonry and other materials for fence walls shall be subject to approval by the Planning and Zoning Committee.

VII: Tasrments

Essents and rights-of-way are here. A regard out of a subject of the construction, unstablintion and mathrevance of the so subjective such as electric light gas line of it's severe agas, with a subject of lines, telephones of talegraph of the like a necessary of desirable five public health and welfare. And easements and trights of parallely for confined to a five feet width along ages tear and said lines of every building plot and along a confined to a five feet width along ages tear and subject a high regarder that are presented and along a confined to a five feet width along ages tear and subject a high regarder than a five feet width along ages tear and subject as a high regarder and along a subject of the present seasons of the page.

VIII. Nuisance

No next we or effective activity shall be carried in upon and in the shall anything be done chereon which have be or next become an employance or museumeets the meighborhood.

LA: Sides

No sign of any kind shall a displayed to the public via to any lot classed as residential, proper one process, easy sign in not more than one square foot. One sign of more more super close accuse feet advertising the property for sale of rest of super more personal limiter to advertise the property during the construction and sales person.

X. Oil and Mining Operations

No oil drilling, cil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks tunnels, mineral excavations of shafts be permitted upon of in any lot. No derrick or other estimators designed for ose in boring for oil or natural gas shall be broken, maintained or permitted upon any lot.

XI. Livestoele and Poultry

points of less than one tull acre within Apordo Estates and aminuts or poultry other than recognized as household sets. On proceeding per acre of more there shall be permitted to exist one house per much full done; however, it must be permitted to exist one house per much be restricted to the following the first heat 1/4 of the particly from street growings and can be no mearer than 100 feet from a measure property without written consent from the owner of the lagarent property.

XIII. Failure to the con-

The warfous restrictions and provisions of the Declaration of the declared to constitute mutual equitable coverages and servitude for the protection and benefit of each property in the said subdivision, and failure by the Declarants or the person or persons entitled so to do to enforce any measure or provision upon violation thereupon shall not stop

of prevent enforcement thereafter or be deemed a watver of the right to do so.

XIII. Severabiwaty

The various measures and provisions of this Declaration are declared to be severable, and the holding invalid of any one measure on provision shall not affect any other measure or provision contained herein.

XIV. Subordination to Morneages and Deeds of Tract

Nothing contained in this Decleration shall impair of defeat the lien of any mortgage or dead of trust; but titles to any prope to subject to this Declaration obtained through sale in satisfictions of any mortgage on deed of order shall threshold be well to half on the mortgage on deed of order shall threshold.

Entercements of Resympetions

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AMENDMENTS OF THE PROTECTIVE COVENANTS FOR SUBDIVISION "C" OF THE ELEPHANT BUTTE LAND AND TRUST CO. ALSO COMMONLY REFERRED TO AS APOLLO ESTATES SUBDIVISION

AMENDMENT NO. 1

That the restrictions of the protective covenants are hereby removed from that property within the subdivision which has been annexed by the City of Las Cruces, New Mexico. The zoning restrictions promulgated by the City of Las Cruces, New Mexico, for that portion of the subdivision annexed, shall hereby become the property restrictions contained within the protective covenants of the subdivision. Any future annexation of property within the subdivision by the City of Las Cruces, New Mexico shall automatically supersede the current restrictions in favor of those authorized by the zoning restrictions of the City of Was Gruces, New Mexico.

AMENDMENT NO. 2

The use of firearms within the boundaries of the subdivision are expressly prohibited except in circumstances of self-defense.

The undersigned subdivision landowners do approve and ratify the above described amendments to the protective covenants of Subdivision "C" of the Wlephant Butte Landwand Wrust Co.

DAVID G. SMITH

STATE OF NEW MEXICO

COUNTY OF DONA ANA

SUBSCRIBED, / EWORN TO AND ACKNOWLEDGED before me this

Teles , 1987; by David E. Smith.

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AMENDMENT OF THE PROTECTIVE COVENANTS FOR SUBDIVISION "C" OF THE ELEPHANT BUTTE LAND AND TRUST COM. ALSO COMMONLY REFERRED TO AS APOLLO ESTATE SUBDIVISION

AMENDMENT NO.3

Section III, Outline of Protection Covenant is hereby stricken in it's entirety and is hereby replaced by the following Section III:

III. Outline of Protective Covenant

No residential structure shall be erected or permitted to remain on any lot in the tract having a ground floor area exclusive of open porches, carports or garages of less than 1200 square feet, on all residential lots in Blocks #12, #13, #14 and #15 of Subdivision "C" of the Elephant Butte Land and Trust Company and be constructed on a lot containing not less than 10,800 square feet (1/4 acre more or less). All plans and specifications must be approved by the Planning and Zoning Committee to assure the fact that all structures are designed so as to be in keeping with the general type of homes in the subdivision. Exception to majority authority: Minimum lot sizes or specific land use herein established cannot be altered by majority vote without Forrest Westmoreland's written approval.

Masonry verear or solid masonry coverage will be at least 50% of the house exterior wall area. The area of those openings within a masonry area will be figured as masonry. It is intended that said masonry be brick and/or stone. Stuccoed masonry will be permitted only by approval of the Planning and Zoning Committee.

FOR KEST WESTMORELAND

JOYCE WESTMORELAND

274/903-905

Apr. 2396

STATE OF NEW MEXICO

COUNTY OF DONA ANA

SUBSCRIBED, SWORN TO ANC ACKNOWLEDGED before me this 33 westmorpland.

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	ADDITIONAL SIGNATURES
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	2. Virginia Check
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	State of N. Men. Co. of Dode Ank. 25 RICIPTION NO. 122 C A hereby certify that lint statisment was filled tax record and duty recorded on.

APR 23 1992

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AMENDMEN'T

TO THE PROTECTIVE COVENANTS FOR APOLLO ESTATES SUBDIVISION "C" OF THE ELEPHANT BUTTE LAND AND TRUST CO.

WE, FORREST WESTMORELAND AND JOYCE WESTMORELAND, HIS WIFE, OWNING A MAJORITY OF THE TRACTS OF LAND SUBJECT TO SAID DOCUMENT, ALONG WITH ATTESTING PROPERTY OWNERS, DO HEREBY EXERCISE OUR LEGAL RIGHT AND AMEND THE PROTECTIVE COVENANTS AS FOLLOWS:

- 1. ALL NON-CONFORMING BUILDINGS, REGARDLESS OF THE VIOLATION TO THE COVENANTS, ARE HEREBY GRANDFATHERED AND SHALL HENCEFORTH BE CONSIDERED IN COMPLIANCE WITH THE ORIGINAL COVENANTS AND WITH ANY AND ALL AMENDMENTS THAT HAY BE FILED IN THE FUTURE.
- 2. ALL COVENANTS AND/OR AMENDMENTS TO THE ORIGINAL PROTECTIVE COVENANTS FOR APOLLO ESTATES SUBDIVISION SHALL BE STRICKEN AND NULLIFIED IN THEIR ENTIRETY.

THE ORIGINAL COVENANTS ENTITLED:

PROTECTIVE COVENANTS FOR APOLLO ESTATES SUBDIVISION, FILED OF RECORD ON MAY 27, 1965, RECORDED IN BOOK 66, PAGES 89-93,

SHALL IMMEDIATELY TAKE EFFECT UPON FILING THIS AMENDMENT WITH THE DONA ANA COUNTY RECORDER'S OFFICE.

THIS AMENDMENT IS FILED TO REMOVE THE AMBIGUITIES AND ERRORS THAT ARE FOUND IN ALL PRECEDING COVENANTS AND/OR AMENDMENTS.

307/265-272

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THE FOLLOWING PERSONS DO SOMEMNLY SWEAR AND AFFIRM THE OWNERS OF RECORD IN APOLLO ESTATES, ELEPHANT BUTTE LAW CO, SUBDIVISION C. FURTHER, THAT THEY ARE IN AGREEMENT THE AMENDMENT THAT WILL STRIKE ALL COVENANTS AND/OR AM THE ORIGINAL COVENANTS, THEREBY REVERTING BACK TO THE ORIGINAL COVENANTS FOR APOLLO ESTATES SUBDIVISION" 27, 1965, RECORDED IN BOOK 6, PAGES 89-93.	WITH FILL ENDMENTS HE ORIGIN	NG TO
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STATE OF NEW MEXICO) SS	
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yby Forrest Westmoreland	, , , , , , , , , , , , , , , , , , ,
address 1605 Westmoreland	Las Cruces
phone number 382-0000.	N. M. 88012 33 17 10 18 19 19 19 19 19 19 19 19 19 19 19 19 19
Shousf Westmand AFFIANT	14/10/1
My commission expires: 10/1/96	
	Ann Rence Mueller Notary Public
STATE OF NEW MEXICO) COUNTY OF DONA ANA SUBSCRIBED, SWORN TO ANI ACKNOWLEDG DAY OF AUGUST, 1994. by	ED BEFORE ME THIS 12 th
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phone number 382-9058 AFFIANT	10/10/1
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STATE OF NEW MEXICO)
COUNTY OF DONA ANA)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 12 THE DAY OF AUGUST, 1994.

address 2575 WEBB ROAD

phone number 505.382-0636

Donald & Robenson Rr
AFFIANT

My commission expires: 10/1/96

Notary Public Musler

STATE OF NEW MEXICO)

COUNTY OF DONA ANA

SS

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS DAY OF AUGUST, 1994.

by Joyce V. Robinson

address 2575 WEbb ROAL

phone number (505) 382-06.36

James AFFIANT

My commission expires: 10/1/96

Academic The Oker Notary Public

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THE FOLLOWING PERSONS DO SOLEMNLY SWEAR AND AFFIRM THAT THEY ARE OWNERS OF RECORD IN APOLLO ESTATES, ELEPHANT BUTTE LAND AND TRUST CO., SUBDIVISION "C". FURTHER, THAT THEY ARE IN AGREEMENT WITH FILING THE AMENDMENT THAT WILL STRIKE ALL COVENANTS AND/OR AMENDMENTS TO THE ORIGINAL COVENANTS, THEREBY REVERTING BACK TO THE ORIGINAL "PROTECTIVE COVENANTS FOR APOLLO ESTATES SUBDIVISION", FILED MAY 27, 1965, AND RECORDED 'N BOOK 6, PAGES 89-93.

STATE OF NEW MEXICO) SS
COUNTY OF DONA ANA)
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 12 DAY OF AUGUST, 1994.
by KIM JANE FITZGERALD
address 5043 (REEK TRAIL STATE
phone number 505-382/863.
Kim JAFFIANT Bull
My commission expires: 10/1/96
Ava Rence Muchen Notary Public
STATE OF NEW MEXICO) SS COUNTY OF DONA ANA)
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SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS DAY OF AUGUST, 1994.
by
address
phone number
AFFIANT
My commission expires: 10/1/96
Notary Public

THE FOLLOWING PERSONS DO SOLKMAND SWEAK AND APPIRED THAT THAT ARE OWNERS OF RECORD IN APOLLO ESTATES, ELEPHANT BUTTE LAND AND TRUST CO, SUBDIVISION C. FURTHER, THAT THEY ARE IN AGREEMENT WITH FILING THE AMENDMENT THAT WILL STRIKE ALL COVENANTS AND/OR AMENDMENTS TO THE ORIGINAL COVENANTS, THEREBY REVERTING BACK TO THE ORIGINAL "PROTECTIVE COVENANTS FOR APOLLO ESTATES SUBDIVISION", FILED MAY 27, 1965, RECORDED IN BOOK 6, PAGES 89-93.
STATE OF NEW MEXACO) SS AFFIANT
COUNTY OF BERNALILLO) SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE MR THIS 12 DAY OF AUGUST, 1984, BY John A. MARYS
ADTARY DURLYC
MY COMMISSION EXPIRES 8-5-95 OFFICIAL SEAL JUHN A. MARES NOTARY PUBLIC STATE OF NEW MERKICH
My Commission Expires 8-5-95 STATE OF NEW MEXICO) AFFIANT
STATE OF NEW MEXICO) AFFIANT) 55 COUNTY OF BERNALILLO)
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THISDAY OF AUGUST, 1994, BY
MOTARY PUBLIC MY COMMISSION EXPIRES
STATE OF NEW MEXICO) AFFIANT
COUNTY OF BERNALILLO)
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE HE THIS DAY OF AUGUST, 1994, BY
NOTARY PUBLIC MY COMMISSION EXPIRES
PAGE_OF PAGES

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STATE OF NEW MEXICO, COUNTY OF DONA ANA, SE.

I hereby certify that this instrument was filed for records:
Rec. No. 19404 Bk 27 Pg 265-7 Records of 71/36

RITA TORRES DONA ANA COUNTY CLERK 8/12/54
By: Deputy 2 20 PT

RETURN TO:
ADDRESS: (COUNTY CLERK SEAL)



Forrest Westmoreland 1605 Westmoreland Ave. Las Cruces, NM 88012

September 14, 1994

Dear Property Owner:

I am writing to provide you with information regarding the applicable protective covenants and amendments thereto for the Apollo Estates Subdivision. On May 27, 1965, the first "Protective Covenants for Apollo Estates Subdivision" were filed in the office of the Dona Ana County Clerk. The voting entitlement provision of that document provided that each helf-acre of property owned entitled its owner to one vote and that, in addition, each owner having a residence completed on his property would be entitled to additional votes amounting to a ten percent increase over what he would normally be permitted to exercise. The Protective Covenants further provided that neither the entire covenants nor any part thereof could be modified, altered, or changed except by 75 percent of the votes outstanding at the time of the decision.

According to my research, at the time of the recording of the 1965 Protective Covenants there were approximately 1128 outstanding voles. On May 15, 1978, an amendment to the 1965 Protective Covenants was validly created and executed according to the requirements of the 1965 covenants and validly filed with the County Clerk's office. Since that date, other amendments and a new set of protective covenants were filed with the County Clerk's office; however, none of these have legal effect as they either lacked the requisite number of votes for passage and/or failed to satisfy the requirements that no modification, alteration, or change could become effective until the approval by the owners so voting was reflected in affidavit form and until the proper instrument in writing was executed by them and recorded in the office of the County Clerk.

Enclosed are copies of the "Protective Covenants for Apollo Estates Subdivision" and the "Amendment" thereto, which are presently in force. Should you have any questions, please contact me.

sincerely, forest Westmoreland

Forrest Westmoreland

State of New Mexico)

County of Pena Ana)

Subscribed, sworn to and acknowledged before me this 23 1999 September, 1994, by Porrest Westmoreland.

My Commission Expires: 10/1/96

Ava Rence Much

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306/458-467

CORRECTED AFFIDAVIT

THE FOLLOWING PERSONS DO SOLEMNLY SWEAR AND AFFIRM THAS THEY ARE OWNERS OF RECORD IN APOLLO ESTATES, ELEPHANT BUTTE LAND AND TRUST CO., SUBDIVISION "C". FURTHER, THAT THEY ARE IN AGREEMENT WITH FILING THE AMENDMENT THAT WILL STRIKE ALL COVENANTS AND/OR AMENDMENTS (EXCEPT FOR AMENDMENT #2 FILED ON MAY 15, 1978, RECORD NO. 1792, BOOK 127, PAGES 111-114 IN MISCELLANEOUS RECORDS) TO THE ORIGINAL COVENANTS, THEREBY REVERTING BACK TO THE ORIGINAL "PROTECTIVE COVENANTS FOR APOLLO ESTATES SUBDIVISION", FILED MAY 27, 1965, AND RECORDED IN BOOK 6, PAGES 89-93 PLUS AMENDMENT #2.

STATE OF NEW MEXICO)) SS
COUNTY OF DONA ANA)
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS DAY OF September 1994.
by French Westmoreland
address 11:5 Westimachand
phone number 382-9058.
Janus Westmardand
My commission expires: 10/1/96
Notary Public
STATE OF NEW MEXICO)
COUNTY OF DONA ANA)
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BUFORE ME THIS /2 DAY OF ACCESSION 1994.
by derpe Westmere ina
address 1105 Wastingrafa und
phone_number <u>322-9658</u> .
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AFFIANT
My commission expires: 10/1/96

See Rec. #19404, Bk 307, 99 365-372, Notary Public

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THE FOLLOWING PERSONS DO SOLEMNLY SWEAR AND AFFIRM THAT THEY ARE OWNERS OF RECORD IN APOLLO ESTATES, ELEPHANT BUTTE LAND AND TRUST CO., SUBDIVISION "C". FURTHER, THAT THEY ARE IN AGREEMENT WITH FILING THE AMENDMENT THAT WILL STRIKE ALL COVENANTS AND/OR AMENDMENTS (EXCEPT FOR AMENDMENT #2 FILED ON MAY 15 1978, RECORD NO. 1792, BOOK 127, PAGES 111-114 IN MISCELLANEOUS RECORDS) TO THE ORIGINAL COVENANTS, THEREBY REVERTING BACK TO THE ORIGINAL "PROTECTIVE COVENANTS FOR APOLLO ESTATES SUBDIVISION", FILED MAY 27, 1965, AND RECORDED IN BOOK 6, PAGES 89-93 PLUS AMENDMENT #2.
STATE OF NEW MEXICO)) SS
COUNTY OF DONA ANA)
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 26
by Donald & Robenson &
address 2525 Well-Road
phone number <u>085 382-0636</u>
Sonald & Ob rinson &
My commission expires: 10/1/96
Ava Ronce Mucle Notary Public
STATE OF NEW MEXICO) SS
COUNTY OF DONA ANA)
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 26 DAY OF AUGUST, 1994.
address 2575 Webb Karan
address 2575 Webb Madin
phone number 382-0636.
AFFIANT
My commission expires: 10/1/96

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STATE OF NEW MEXICO) SS COUNTY OF DONA ANA)
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 29 DAY OF AUGUST, 1994.
r Kim Jane Fitzgerald
address 5043 Creak Tr
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My commission expires: 10/1/96 Ara Rence Mucles Notary Public
STATE OF NEW MEXICO)
COUNTY OF DONA ANA)
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS DAY OF AUGUST, 1994.
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Notary Public

THE TOLLOWING PERSONS DO SOLEMNLY SWEAR AND AFFIRM THAT THEY ARE OWNERS OF RECORD IN APOLLO ESTATES, ELEPHANT BUTTE LAND A GUST CO., SUBDIVISION "C". FURTHER, THAT THEY ARE IN MENT WITH FILING THE AMENDMENT THAT WILL STRIKE ALL CO. MANTS AND/OR AMENDMENTS (EXCEPT FOR AMENDMENT #2 FILED ON MAY 15, 1978, RECORD NO. 1792, BOOK 127, PAGES 111-114 IN MISCELLANEOUS RECORDS) TO THE ORIGINAL COVENANTS, THEREBY REVERTING BACK TO THE ORIGINAL "PROTECTIVE COVENANTS FOR APOLLO ESTATES SUBDIVISION", FILED MAY 27, 1965, AND RECORDED IN BOOK 6, PAGES 89-93 PLUS AMENDMENT #2.

IN BOOK O, INGES OF FEBRUARIES	THE U.S.
STATE OF NEW MEXICO) FROM HOLLO COUNTY OF DONA ANA)	
SUBSCRIBED, SWORN TO AND ACKNOWLEDGDAY OF AUGUST, 1994.	GED BEFORE ME THIS
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phone number 194-15762.	CSTICAL FEEL KATHETHE A DESHAM STAR OF NEW MICHIGO
AFFIANT	My Commission Expires
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COUNTY OF DONA ANA)	`
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John R. Bury	
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Ty commission expires: 10/1/96	
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THE FOLLOWING PERSONS DO SCLEMNLY SWEAR AND AFFIRM THAT THEY

ARE OWNERS OF RECORD IN APOLLO ESTATES, ELEPHANT BUTTE LAND AND TRUST CO., SUBDIVISION "C". FURTHER, THAT THE. ARE IN AGREEMENT WITH FILING THE AMENDMENT THAT WILL STRIKE ALL COVENANTS AND/OR AMENDMENTS (EXCEPT FOR AMENDMENT #2 FILED ON MAY 15, 1978, RECORD NO. 1792, BOOK 127, PAGES 111-114 IN MISCELLANEOUS RECORDS) TO THE ORIGINAL COVENANTS, THEREBY REVERTING BACK TO THE ORIGINAL "PROTECTIVE COVENANTS FOR APOLLO ESTATES SUBDIVISION", FILED MAY 27, 1965, AND RECORDED IN BOOK 6, PAGES 89-93 PLUS AMENDMENT #2. STATE OF NEW MEXICO) SS COUNTY OF DONA ANA SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 9 DAY OF BURNEY 1994. omble Realty + Construction, INC. phone number 523-4603My commission expires: 10/1/96 Men Rence Muckey STATE OF NEW MEXICO) SS COUNTY OF DONA ANA) SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS DAY OF AUGUST, 1994. address phone number AFFLANT My commission expires: 10/1/96 See Rec. #19404, Bk. 307, pg 365-Notary Public

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THE FOLLOWING PERSONS DO SOLEMNLY SWEAR AND AFFIRM THAT THEY ARE OWNERS OF RECORD IN APOLLO ESTATES, ELEPHANT BUTTE LAND AND TRUST CO., SUBDIVISION "C". FURTHER, THAT THEY ARE IN AGREEMENT WITH FILING THE AMENDMENT THAT WILL STRIKE ALL COVENANTS AND/OR AMENDMENTS (EXCEPT FOR AMENDMENT #2 FILED ON MAY 15, 1978, RECORD NO. 1792, BOOK 127, PAGES 111-114 IN MISCELLANEOUS RECORDS) TO THE ORIGINAL COVENANTS, THEREBY REVERTING BACK TO THE ORIGINAL "PROTECTIVE COVENANTS FOR APOLLO ESTATES SUBDIVISION", FILED MAY 27, 1965, AND RECORDED IN BOOK 6, PAGES 89-93 PLUS AMENDMENT #2.

STATE OF NEW MEXICO) SS
COUNTY OF DONA ANA)
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS DAY OF AUGUST, 1994.
by C
address 2155 Dana Ara 2d
phone number 5.36-5442.
BOIBLE SUGGS
My commission expires: 10/1/96 5/2/96 U/// Notary Public
STATE OF NEW MEXICO) SS
COUNTY OF DONA ANA)
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS DAY OF AUGUST, 1994.
by
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phone number
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My commission expires: 10/1/96
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AFFIDAVIT

THE FOLLOWING PERSON: JO SOLEMNLY SWEAR AND AFFIRM THAT THEY ARE OWNERS OF RECORD IN APOLLO ESTATES, ELEPHANT BUTTE LAND AND TRUST CO., SUBDIVISION "C". FURTHER, THAT THEY ARE IN AGREEMENT WITH FILING THE AMENDMENT THAT WILL STRIKE ALL COVENANTS AND/OR AMENDMENTS (EXCEPT FOR AMENDMENT #2 FILED ON MAY 15, 1978, RECORD NO. 1792, BOOK 127, PAGES 111-114 IN MISCELLANEOUS RECORDS) TO THE ORIGINAL COVENANTS, THEREBY REVERTING BACK TO THE ORIGINAL "PROTECTIVE COVENANTS FOR APOLLO ESTATES SUBDIVISION", FILED MAY 27, 1965, AND RECORDED IN BOOK 6, PAGES 89-93 PLUS AMENDMENT #2.

STATE OF NEW MEXICO)	ß
COUNTY OF LONA ANA)	
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED DAY OF AUGUST, 1994.	BEFORE ME THIS y
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address PO Box 127 Fairone	NM 88037
phone number <u>505-52>-7605</u> .	
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My commission expires: 10/1/96	
STATE OF NEW MEXICO)) SS COUNTY OF DONA ANA)	An Conec Musica Z Notary Public
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My commission expires: 10/1/96	
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STATE OF NEW MEXICO)	ģ		
COUNTY OF DONA ANA)	·		46°
SUBSCRIBED, SWORN TO AND ACKNOWLEDGE SEPTEMBER, 1994,			
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SIGNATURE OF AFFIANT			
NOTARY PUBLIC MY COMMISSION EXPIRES: 10-1-96 STATE OF NEW MEXICO) COUNTY OF DONA ANA)	nec Music		
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My commission expires: -10/1/96	TV I IDLIC
STATE OF NEW MEXICO) SS COUNTY OF DONA ANA)	ry e dric
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