

- 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 COVENANTS FOR APOLLO ESTATES SUBDIVISION

We, the undersigned, Earl Westmoreland and Jean Westmoreland, his wife, Forrest Westmoreland and Joyce Westmoreland, his wife, owners of the "Apollo Estates", Subdivision "G", of the Elephant Butte Land and Trust Co. tracts, as per plat thereof on file in the office of the County Clerk, Dona Ana County, New Mexico, (amendments #1 and #2) do hereby make the following declaration as to limitations, restrictions and uses to which the lots and/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 claiming under them and for the benefit of and limitations upon all future owners in said subdivision. This declaration or restrictions being intended for the purpose of keeping such subdivision desirable, 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 shall 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 charges created and established herein for the benefit of the subdivision and each lot or site thereof may not be waived, abandoned and terminated, modified, altered or changed as to the whole or any part except by 75% of the votes outstanding at the time of the decision, with the voting being based as follows: each owner of property within the subdivision of .5 of an acre or more shall be entitled to one vote per each .5 of an acre that he owns, and in addition each owner having a residence or home completed at least within the intent and contemplation of provisions herein shall be entitled to additional votes amounting to a ten percent increase over what he would normally be permitted to exercise under the above described conditions. Provided, further, that no such waiver, abandonment, termination, modification or alteration shall become effective until the approval thereof by owners so 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 Dona Ana 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 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: all lots in block #12, #13, and #14, subdivision "G" of the Elephant Butte Land and Trust Co. tracts as per plat thereof on file in the office of the County Clerk, Dona Ana County, New Mexico, shall be zoned as residential with the following exceptions: Lots #1 and #2, #36 and #37 of block #12 shall be zoned as commercial; Lots #34, #35, #36, and #37 of block #13 shall be zoned as R-3. (or be used for apartment complexes, the design and construction of which will be subject to the architectural committee approval) The west half of lot #26, and the east half of lot #27 in block #12 will be reserved as a recreational and swimming area.

- 2 -

**I. Use And Improvement**

No building other than one detached single-family 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, shack, garage, barn, Army barracks or other out-building 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.

**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 (a) 1400 square feet, in all of block #13, and must also carry an appraisal of not less than \$15,000.00, and be constructed on a lot containing not less than 18,900 square feet (2 acre more or less), and be the only structure on said lot; (b) 1800 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 (2 acre 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 appraisal of not less than \$25,000.00, and be constructed on a lot containing not less than 40,500 square feet (1 acre more or less) and be the only residence on said lot. All plans and specifications must be approved 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 subdivision. 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 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 Architectural Committee.

**IV. Set Back of Building**

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 closer than 10 feet to any interior lot line, except that no side yard shall be required for a detached garage, carport, or other accessory building located 60 feet or more from the front property line.

- 3 -

## V. Subdivision of Lots

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 corner lots will be such that due consideration is given to the appearance of the yards as seen from other houses. Minimum height of fences parallel to streets on corner lots will be 60 inches above grade, except any deviation must be made with the written approval of the architectural committee.

## VI. Completion of Construction

Any 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 procure 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 or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his control.

In the event of cessation 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 incomplete building shall be deemed to be a nuisance and the declarants hereof shall have the right to enter upon said incomplete property and remove same, or carry such construction work to completion, and the expense 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 located, and which may be foreclosed either as a mechanics lien and/or a mortgage made on real property.

## VII. Fences

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

On corner lots no side street fence or wall, 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 street than the property line.

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

## VIII. Easements

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, roads, water supply lines, telephones or telegraph or the like, necessary or desirable for public health and welfare. Such easements and rights-of-way shall be confined to a five feet width along the rear and side lines of every building plot and along every street, road or highway abutting the premises, unless otherwise designated on the plat.

- 4 -

**IX. Nuisance**

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**X. Signs**

No sign of any kind shall be displayed to the public view on any lot 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 rent, or signs used by a builder to advertise the property during the construction and sales period.

**XI. Oil and Mining Operations**

No oil drilling, oil 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 or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

**XII. Livestock and Poultry**

No person shall be allowed to keep or harbor 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 penned securely, and said enclosure must be restricted to the farthest 1/4 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 adjacent property.

**XIII. Failure to Enforce**

The various restrictions and provisions of this Declaration are declared to constitute mutual equitable covenants 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 or prevent enforcement thereafter or be deemed a waiver of the right to do so.

**XIV. Severability**

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

**XV. Subordination to Mortgages and Deeds of Trust**

Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or deed 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.

**XVI. Enforcement of Restrictions**

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Jean Westmoreland Joyce Westmoreland  
Jean Westmoreland Joyce Westmoreland

STATE OF NEW MEXICO )  
 ) ss.  
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 in 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.

NOTARY SEAL

State of N. Mex., Co. of Dona Ana ss  
RECEIPTION NO. 4983 I hereby  
certify that this instrument was filed  
for record and duly recorded on:

MAY 27 1965

at 2:00 p.m. on Misc  
 Book 46 Page 87-92 of the  
 Records of said county. County  
 Recorder R. G. Bennett. Clerk  
 My Wm. H. H. H. H. Deputy

(CHINESE CLASS SEAL)

## "AMENDMENT"

Amendment #1, to the "Protective Covenants for Apollo Estates Subdivision",  
 filed May 27th, 1965, reception #4863, book #66, page 89-93;

In accordance with the second paragraph of the above described document, ss.  
 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 #3, #4, #5, #6, #7, #8, and #9 in block #12,  
 and must carry an appraisal of not less than \$20,000.00, and be con-  
 structed on a lot containing not less than 29,700 square feet ( $\frac{2}{3}$  acre  
 more or less) and be the only residence on said lot; All remaining  
 lots in block #12, must have a ground floor area of not less than  
 1200 square feet, and carry an appraisal of not less than \$12,000.00,  
 and be constructed on a lot containing not less than 18,900 square  
 feet ( $\frac{1}{2}$  acre more or less) and be the only residence on said lot;

In witness whereof, we have hereunto set our names this 22nd day of  
January, 1966, A.D.

*Earl Westmoreland*  
 Earl Westmoreland

*Forrest Westmoreland*  
 Forrest Westmoreland

*Jean Westmoreland*  
 Jean Westmoreland

*Joyce Westmoreland*  
 Joyce Westmoreland

On this 22nd day of Jan, 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 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.

NOTARY SEAL

Commission expires: 8-30-1966

*Notary Public*  
 Notary Public

RECEPTION NO. \_\_\_\_\_ STATE OF NEW MEXICO, COUNTY OF DONA ANA, ss.

I hereby certify that instrument was filed for record on the 22nd day of January 1966  
 at 10:10 o'clock A. M. and duly recorded in Book 69 Page 138  
 of the Records of MISC. of said county, on this 22nd day of January 1966.

LORRAINE R. GUTIERREZ, County Clerk.

(COUNTY CLERK SEAL)

138

By: *Gloria C. Medica* Deputy.

69/138

Jan 22 66



"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 veneer requirement will be increased from 50% of the exterior to 100% of the exterior wall area. It will remain within the prerogative of the "Architectural 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 "Architectural 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

///

127 / 111-114

MAY 15 78



(2)

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 the 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 response must be in writing, signed by him or his designated representative.

#### V. Subdivision of Lots (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,

(3)

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.

VI. (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.

IX. (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. Boats, campers, trailers, buses, re-  
 creational 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

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.

Witness.....hand.....and seal .....this .....  
day of.....19.....  
*Harriet Westmoreland*.....(seal) *Randy Westmoreland* (seal)  
.....(seal).....(seal)

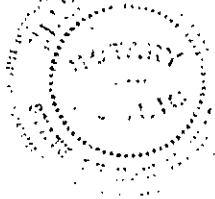
ACKNOWLEDGEMENT FOR NATURAL PERSONS

State of New Mexico  
County of *Dona Ana* } ss.

The foregoing instrument was acknowledged before me this *17th*  
day of *April*, 19*78*.

by *Harriet, Joyce, Brent and Jean Westmoreland*  
(Name or Names of Person or Persons Acknowledging)

My commission expires: *Sept. 30, 1979*  
Notary Public



NOTARY SEAL

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

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD:  
Rec No. *1792* BK *127* PG *111-114* Records of *Maria*

Delia Garcia Barncastle -DONA ANA COUNTY CLERK

By: *Martha J. Lora* DEPUTY

RETURN TO: *Harriet Westmoreland*  
GRANTEE'S ADDRESS:

*P.O. Box 1576*  
*San Carlos, N.M.*  
*88001*

(COUNTY CLERK SEAL)

## PROTECTIVE COVENANTS FOR APOLLO ESTATES SUPERVISOR

We, the undersigned, Forrest Westmoreland and Joyce Westmoreland, his wife, owners of portions of "Apollo Estates", Subdivision "A", on the Elephant Butte Land and Trust Co. tracts, as per plot thereof on file in the office of the County Clerk, Dona Ana 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 and/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 claiming 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, & 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 hereinafter provided. This document will take precedence over any previously recorded covenant 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 subdivision and each lot or lots thereof may not be waived, abandoned and terminated, modified, altered or changed as to the whole or in part except by a majority of the votes outstanding at the time of the meeting, with the action being based on a resolution duly adopted by the majority of the votes and in addition such action

190 / 931-340

Feb 4, 85



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

#### I. Use and Improvement (residential areas)

No building other than one detached single-family 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, shack, garage, barn, 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 tract from some other location.

#### 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 (a) 1400 square feet, in all of block #15, except for lots #36 and #37; Block #14, except for lot #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. ft. on a lot containing no less than 21,600 sq. ft. 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 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.

#### 111a. Mobile Home Covenants for Block #11

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, 36h, 36j,

and 36k;

and parcels 37a through 37f, shall be set



aside to be used as a mobile home rental park. Said park shall be highly restricted to ensure, from its inception, that it is esthetically appealing and free from offensive conditions (specific covenants to be prepared and filed, prior to the park's commencement of business). Lots #11 through #16 and #23 through #27 (divided into 1/3 acre plots) 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 permitted. Article I of this document (Use and Improvement) as well as #V, #VI, #VII, #VIII, #IX, #X, #XI, #XII, #XIII, #XIV, and #XV, shall also apply to this mobile home area. In addition, no mobile home smaller than 40' x 60' or more than one year old may be placed on any plot without written variance from the Planning and Zoning Committee.

Authority established by this document over the mobile home community in Block #11 will be relinquished once a similar covenant is adopted by the property owners in that area.

#### IV. Set Back of Building

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 closer than 10 feet to any interior lot line, except that no side yard shall be required for a detached garage, carport, or other accessory building located 60 feet or more from the front property line.

#### V. Completion of Construction

Any 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 procure 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 or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his control.

In the event of cessation 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 incomplete building shall be deemed to be a nuisance and the declarants hereof shall have the right to enter upon said incomplete property and remove same, or carry such construction work to completion, and the expense 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 located, and which may be foreclosed either as a mechanics lien and/or a mortgage made on real property.

#### VI. Fences

No fence or wall except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer the front street than the front set back line.

On corner lots, no side street fence or wall 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 street than the property line.



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

#### VII. Easements

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, drain, sewers, roads, water supply lines, telephones or telegraph or the like, necessary or desirable for public health and welfare. Such easements and rights-of-way shall be confined to a five-foot width along the rear and side lines of every building plot and along every street, road or highway abutting the premises, unless otherwise designated on the plat.

#### VIII. Nuisance

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

#### IX. Signs

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

## X. Oil and Mining Operations

No oil drilling, oil 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 or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

## XI. Livestock and Poultry

No person shall be allowed to keep or harbor on any parcel of land consisting of less than one full acre within Apollon 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 penned securely, and said enclosure must be restricted to the farthest 1/4 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 adjacent property.

## XII. Failure to Enforce

The various restrictions and provisions of this Declaration are declared to constitute mutual equitable covenants 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



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

#### XIII. Severability

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

#### XIV. Subordination to Mortgages and Deeds of Trust

Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or deed 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 fall within the measures and provisions hereof.

#### XV. Enforcement of Restrictions

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.



In witness thereof, we have here unto set this 4th day of

Feb., 1985 A.D.

John Sullivan  
County of Dona Ana

Forrest Westmoreland

Forrest Westmoreland

Joyce Westmoreland

Joyce Westmoreland

Names of petitioning property owners:

Approved by:

Herbert H. Goodhue

David P. Bowden

David L. Smith

David L. Smith

David L. Smith

David L. Smith

David L. Smith

David L. Smith

David L. Smith

David L. Smith

David L. Smith

David L. Smith

David L. Smith

David L. Smith

David L. Smith

David L. Smith

David L. Smith

David L. Smith

10

STATE OF NEW MEXICO, COUNTY OF DONA ANA, ss:

I hereby certify that this instrument was filed for records  
Rec. No. 331 Bk. 1 Pg. 331 Records of 340

BERNICE BOWDEN - DONA ANA COUNTY CLERK  
By: David L. Smith DEPUTY

RETURN TO: David L. Smith

ADDRESS: David L. Smith

(COUNTY CLERK SEAL)

25 FEB 11 1985

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 Las Cruces, 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 Elephant Butte Land and Trust Co.

David G. Smith  
DAVID G. SMITH

STATE OF NEW MEXICO

COUNTY OF DONA ANA

§

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this  
19 day of October, 1987, by David L. Smith.

Marina Canegasa  
NOTARY PUBLIC

My commission expires:

Aug. 31, 1988

223/649-652

Dec 8, 87



Don Niewald  
DON NIEWALD

STATE OF NEW MEXICO )  
 ) §  
COUNTY OF DONA ANA )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this  
19 day of October, 1987, by Don Niewald.

Marina Banegas  
NOTARY PUBLIC

My commission expires:

Aug. 31, 1988

Hugh Aiken  
HUGH AIKEN

STATE OF NEW MEXICO )  
 ) §  
COUNTY OF DONA ANA )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this  
19 day of October, 1987, by Hugh Aiken.

Marina Banegas  
NOTARY PUBLIC

My commission expires:

Aug. 31, 1988

Herbert H. Goodloe  
HERBERT H. GOODLOE

STATE OF NEW MEXICO )  
 ) §  
COUNTY OF DONA ANA )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this  
19 day of October, 1987, by Herbert H. Goodloe.

Marina Banegas  
NOTARY PUBLIC

My commission expires:

Aug. 31, 1988

Joyce C. Westmoreland  
JOYCE C. WESTMORELAND

STATE OF NEW MEXICO     )  
                                  )     §  
COUNTY OF DONA ANA     )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this  
19 day of October, 1987, by Joyce C. Westmoreland.

Marina Banegas  
NOTARY PUBLIC

My commission expires:  
August 31, 1988

Forrest Westmoreland  
FORREST WESTMORELAND

STATE OF NEW MEXICO     )  
                                  )     §  
COUNTY OF DONA ANA     )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this  
19 day of October, 1987, by Forrest Westmoreland.

Marina Banegas  
NOTARY PUBLIC

My commission expires:  
Aug 31, 1988

Richard Rogers  
RICHARD ROGERS

STATE OF NEW MEXICO     )  
                                  )     §  
COUNTY OF DONA ANA     )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this  
19 day of October, 1987, by Richard Rogers.

Marina Banegas  
NOTARY PUBLIC

Aug 31, 1988

ADDITIONAL SIGNATURES

1. Janet J. Smith
2. Virginia Clark
3. Dora Marino
4. Rosario Camarero
5. E. E. Garza
6. Esther Grather
7. Robert P. Hill
8. Tina Honey
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_

State of N. Mex. Co. of Dona Ana, ss.  
 RECEPTION NO. 25093 Hereby  
 certify that this instrument was filed  
 for record and duly recorded on:

DEC 08 1987

3:25 P  
223 2-18-87  
 by Robert P. Hill 652  
Robert P. Hill



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

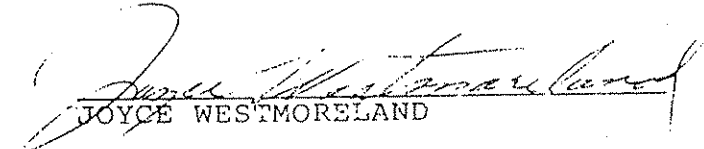
Section III, Outline of Protection Covenant is hereby stricken in it's entirety and is hereby replaced by the following Section III:

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 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.

  
FORREST WESTMORELAND

  
JOYCE WESTMORELAND

274/923-925

Apr 23, 92



STATE OF NEW MEXICO

..SS..

COUNTY OF DONA ANA

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 23  
day of April, 1992, by Forrest Westmoreland and Joyce  
Westmoreland.

My Commission Expires:

August 11, 1992

Marina Buregas

CERTIFICATION PLATE B

All microphotographic images of documents on this film strip proceeding  
this certificate are of authorized documents in the possession of this  
agency as noted in the Statement of Document Certification for this  
date and roll. These documents are routinely microfilmed as a  
necessary operation in the generation of an inviolate document file.

ROLL NO. \_\_\_\_\_  
CAMERA OPERATOR B. J. G. 6-189 DATE OF FILMING 4-24-92

924

ADDITIONAL SIGNATURES

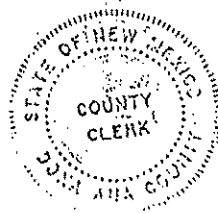
1. Janele J. Smith
2. Virginia Chish
3. Dail A. Marino
4. Rosanne Cammery
5. L. L. Carrier
6. Esther Prother
7. Samuel P. Webb
8. James L. Lacey
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_

CERTIFICATION PAGE A  
 All microphotographic images of documents on this film strip following this certificate are of authorized documents in the possession of this agency as noted in the Statement of Document Certification for this date and roll. These documents are routinely microfilmed as a necessary operation in the generation of an immediate document file.  
 4-24-92  
 DATE OF FILMING  
 CAMERA OPERATOR: Barbara Lacey  
 ROLL NO. \_\_\_\_\_

State of N. Mex., Co. of Dona Ana, ss  
 RECEIPTION NO. 8244, I hereby  
 certify that this instrument was filed  
 for record and duly recorded on,

APR 23 1992

at 4:43 P M in Musc  
 Book 274 Page 923 of 925  
 Records of said County, Ruben Ceballos  
 County Clerk  
Barbara Lacey DEPUTY



925

AMENDMENT  
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 MAY 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

P. 1 of 8 Pgs

AUG 12 94



# AFFIDAVIT

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, RECORDED IN BOOK 6, PAGES 89-93.

STATE OF NEW MEXICO)

AFFIANT

) SS

COUNTY OF DONA ANA )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 12th DAY OF AUGUST, 1994, BY Bobbie Suggs

Margaret E Suggs  
NOTARY PUBLIC

MY COMMISSION EXPIRES

3/2/96

STATE OF NEW MEXICO)

AFFIANT

) SS

COUNTY OF DONA ANA )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 12th DAY OF AUGUST, 1994, BY Laverne Suggs

Margaret E Suggs  
NOTARY PUBLIC

MY COMMISSION EXPIRES

3/2/96

STATE OF NEW MEXICO)

AFFIANT

) SS

COUNTY OF DONA ANA )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 12th DAY OF AUGUST, 1994, BY Laverne Tromble

Margaret E Suggs  
NOTARY PUBLIC

MY COMMISSION EXPIRES

3/2/96

5455 Creek Tr 523-9600  
Box 173  
Fairacres, N.M. 88033

AFFIDAVIT

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, RECORDED IN BOOK 6, PAGES 89-93.

Calvin R. Herold 5049 CREEK TRAIL  
STATE OF NEW MEXICO) AFFIANT PO BOX 7631  
) SS LC, NM 88006  
COUNTY OF DONA ANA )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 15th DAY OF AUGUST, 1994, BY CALVIN HEROLD

Margaret G. Gago  
NOTARY PUBLIC

MY COMMISSION EXPIRES

3/2/16

STATE OF NEW MEXICO) AFFIANT  
) SS  
COUNTY OF DONA ANA )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF AUGUST, 1994, BY \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES

STATE OF NEW MEXICO) AFFIANT  
) SS  
COUNTY OF DONA ANA )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF AUGUST, 1994, BY \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES

AFFIDAVIT

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 HAVE READ AND THAT THEY ARE IN AGREEMENT WITH THE AMENDMENT THAT WAS FILED OF PUBLIC RECORD ON AUGUST 12, 1994; WHICH AMENDMENT 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.

Rance Libertomoreland - Mueller  
STATE OF NEW MEXICO) AFFIANT

) SS  
COUNTY OF DONA ANA )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 12<sup>th</sup> DAY OF AUGUST, 1994, BY \_\_\_\_\_

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES

June 1 1999

STATE OF NEW MEXICO) AFFIANT

) SS  
COUNTY OF DONA ANA )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF AUGUST, 1994, BY \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES

STATE OF NEW MEXICO) AFFIANT

) SS  
COUNTY OF DONA ANA )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF AUGUST, 1994, BY \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES

AFFIDAVIT

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 IN BOOK 6, PAGES 89-93.

STATE OF NEW MEXICO)  
COUNTY OF DONA ANA ) SS

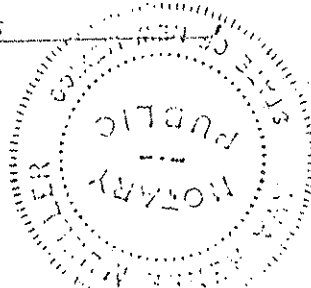
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 12<sup>th</sup> DAY OF AUGUST, 1994.

by Forrest Westmoreland  
address 1605 Westmoreland Las Cruces  
phone number 382-0000 NM 88012

Forrest Westmoreland  
AFFIANT

My commission expires: 10/1/96

Ann Renee Mueller  
Notary Public



STATE OF NEW MEXICO)  
COUNTY OF DONA ANA ) SS

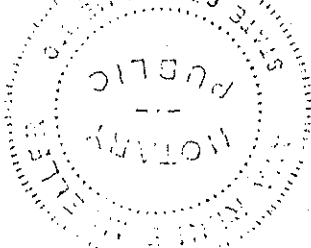
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 12<sup>th</sup> DAY OF AUGUST, 1994.

by Joyce Westmoreland  
address 1605 Westmoreland Ave, Las Cruces NM 88002  
phone number 382-9058

Joyce Westmoreland  
AFFIANT

My commission expires: 10/1/96

Ann Renee Mueller  
Notary Public



AFFIDAVIT

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 IN BOOK 6, PAGES 89-93.

STATE OF NEW MEXICO)  
COUNTY OF DONA ANA ) SS

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 12<sup>th</sup> DAY OF AUGUST, 1994.

by DONALD G ROBINSON SR

address 2575 WEBB ROAD

phone number 505-382-0636.

Donald G Robinson Sr  
AFFIANT

My commission expires: 10/1/96

Ann Rance Mueller  
Notary Public

STATE OF NEW MEXICO)  
COUNTY OF DONA ANA ) SS

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 12<sup>th</sup> DAY OF AUGUST, 1994.

by Joyce V. Robinson

address 2575 Webb Road

phone number (505) 382-0636

Joyce V. Robinson  
AFFIANT

My commission expires: 10/1/96

Ann Rance Mueller  
Notary Public

AFFIDAVIT

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 IN BOOK 6, PAGES 89-93.

STATE OF NEW MEXICO )  
COUNTY OF DONA ANA ) SS

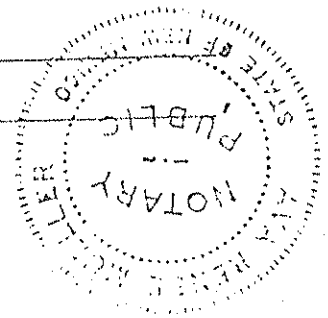
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 12<sup>th</sup> DAY OF AUGUST, 1994.

by KIM JANE FITZGERALD

address 5043 CREEK TRAIL

phone number 505-3821863.

Kim J. Fitzgerald  
AFFIANT



My commission expires: 10/1/96

Ava Rance Mueller  
Notary Public

STATE OF NEW MEXICO )  
COUNTY OF DONA ANA ) SS

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

# AFFIDAVIT

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, RECORDED IN BOOK 6, PAGES 89-93.

STATE OF NEW MEXICO)

AFFIANT

) SS

COUNTY OF BERNALILLO)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 12<sup>th</sup> DAY OF AUGUST, 1994, BY John A. Mares

NOTARY PUBLIC

MY COMMISSION EXPIRES

8-5-95



OFFICIAL SEAL  
JOHN A. MARES  
NOTARY PUBLIC  
STATE OF NEW MEXICO

My Commission Expires 8-5-95

STATE OF NEW MEXICO)

AFFIANT

) SS

COUNTY OF BERNALILLO)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF AUGUST, 1994, BY

NOTARY PUBLIC

MY COMMISSION EXPIRES

STATE OF NEW MEXICO)

AFFIANT

) SS

COUNTY OF BERNALILLO)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF AUGUST, 1994, BY

NOTARY PUBLIC

MY COMMISSION EXPIRES

PAGE \_\_\_\_ OF \_\_\_\_ PAGES

P. 8 of 802

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

I hereby certify that this instrument was filed for records:  
Rec. No. 19464 Bk 367 Pg 205-22 Records of 71/180

RITA TORRES - DONA ANA COUNTY CLERK

By: [Signature] Deputy

8/12/94

2:20 P.M.

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 half-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 votes. 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,

*Forrest Westmoreland*

Forrest Westmoreland  
State of New Mexico)  
)  
County of Dona Ana )

Subscribed, sworn to and acknowledged before me this 13<sup>th</sup> day of September, 1994, by Forrest Westmoreland.

My Commission Expires: 10/1/96

*Ara Renee Mueller*

Notary Public

458  
3086/458-467

Sep 1, 94

CORRECTED  
AFFIDAVIT

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 )  
COUNTY OF DONA ANA ) SS

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 12<sup>th</sup> DAY OF ~~NOVEMBER~~ <sup>September</sup>, 1994.

by Forest Westmoreland  
address 1105 Westmoreland  
phone number 382-9058

Forest Westmoreland  
AFFIANT

My commission expires: 10/1/96

Anna Renee Mueller  
Notary Public

STATE OF NEW MEXICO )  
COUNTY OF DONA ANA ) SS

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 12<sup>th</sup> DAY OF ~~NOVEMBER~~ <sup>September</sup>, 1994.

by Joseph Westmoreland  
address 1105 Westmoreland  
phone number 382-9058

Joseph Westmoreland  
AFFIANT

My commission expires: 10/1/96

Anna Renee Mueller  
Notary Public

See Rec. #19404, Bk 307, pg 365-372,  
Records of Misc.

CORRECTED  
AFFIDAVIT

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<sup>th</sup> DAY OF AUGUST, 1994.

by Donald G. Robinson Jr.  
address 2575 Webb Road  
phone number 385 382-0636

Donald G. Robinson Jr.  
AFFIANT

My commission expires: 10/1/96

Ava Renee Mueller  
Notary Public

STATE OF NEW MEXICO )  
 ) SS  
COUNTY OF DONA ANA )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 26<sup>th</sup> DAY OF AUGUST, 1994.

by Jay T. Robinson  
address 2575 Webb Road  
phone number 382-0636

Jay T. Robinson  
AFFIANT

My commission expires: 10/1/96

Ava Renee Mueller  
Notary Public



CORRECTED  
AFFIDAVIT

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)  
*PERMANENT* SS  
COUNTY OF DONA ANA )

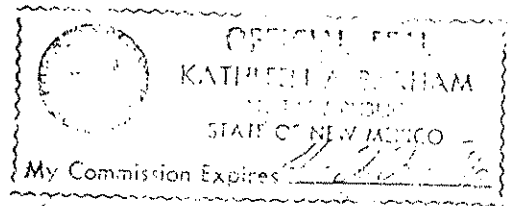
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 29th DAY OF AUGUST, 1994.

by TERRELL L. LEE

address 4905 CLAREMONT ST ALBUQUERQUE NM

phone number 294-5762

*Terrell L. Lee*  
AFFIANT



My commission expires: 10/1/96

10/1/96

*Kathleen A. Benham*  
Notary Public

STATE OF NEW MEXICO)  
*PERMANENT* SS  
COUNTY OF DONA ANA )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 29th DAY OF AUGUST, 1994.

by JOHN R. LEE

address 4905 CLAREMONT ST ALBUQUERQUE NM

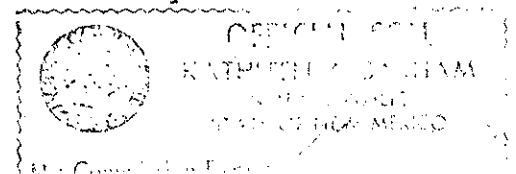
phone number 294-5762

*John R. Lee*  
AFFIANT

My commission expires: 10/1/96

10/1/96

*Kathleen A. Benham*  
Notary Public



CORRECTED

AFFIDAVIT

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 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)  
COUNTY OF DONA ANA ) SS

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 9<sup>th</sup> DAY OF ~~AUGUST~~ <sup>September</sup> 1994.

by Tromble Realty & Construction, Inc.  
address 215 S. Weinrich Rd Las Cruces, NM. 88005  
phone number 523-7605.

Tromble Realty & Construction, Inc.  
AFFIANT

My commission expires: 10/1/96

Ala. Renee Mueller  
Notary Public

STATE OF NEW MEXICO)  
COUNTY OF DONA ANA ) SS

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

by \_\_\_\_\_  
address \_\_\_\_\_  
phone number \_\_\_\_\_.

\_\_\_\_\_  
AFFIANT

My commission expires: 10/1/96

See Rec. #19404, Bk. 307, pg 365-  
372, Records of Misc.

\_\_\_\_\_  
Notary Public

1112

CORRECTED

AFFIDAVIT

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, 1972, 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

address

phone number

BOBBIE SUGGS  
AFFIANT

My commission expires: 10/1/96

Notary Public

STATE OF NEW MEXICO)

) SS

COUNTY OF DONA ANA )

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

by

address

phone number

AFFIANT

My commission expires: 10/1/96

See Rec. #19404, Bk 307, pg 365-372, Records of Misc.

Notary Public

464

CORRECTED  
AFFIDAVIT

THE FOLLOWING PERSON: 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)  
COUNTY OF DONA ANA ) SS

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 7<sup>th</sup> DAY OF ~~AUGUST~~ September, 1994.

by George Tumbic  
address P O Box 127 Fairview NM 88033  
phone number 505-525-7605

George Tumbic  
AFFIANT

My commission expires: 10/1/96

LaRance Mueller  
Notary Public

STATE OF NEW MEXICO)  
COUNTY OF DONA ANA ) SS

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

by \_\_\_\_\_  
address \_\_\_\_\_  
phone number \_\_\_\_\_

\_\_\_\_\_  
AFFIANT

My commission expires: 10/1/96

See Rec. #19464, Bk 107, pg 365-372, \_\_\_\_\_ Notary Public  
Records of Misc.

4/65



## CORRECTED

# AFFIDAVIT

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 9<sup>th</sup> DAY OF  
SEPTEMBER, 1994,

BY C. G. [illegible] / H. L. D.  
AFFIAN'S PRINTED NAME

PROPERTY OWNED

ADDRESS: 1. ... 2831

PHONE NUMBER: 523 2600

SIGNATURE OF AFFIAN

NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-1-96

STATE OF NEW MEXICO )  
 ) SS  
COUNTY OF DONA ANA )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF  
SEPTEMBER, 1994.

BY AFFIANT'S PRINTED NAME

PROPERTY OWNED

ADDRESS:

PHONE NUMBER:

SIGNATURE OF AFFIANT

NOTARY PUBLIC

MY COMMISSION EXPIRES:

