

Las Lomas
Restrictive Covenants

Part A. WHEREAS Tierra de Sueños Inc. is the owner of Las Lomas subdivision, located in Alamogordo, Otero County, New Mexico.

And Whereas, said Owner above named desires to place certain restrictions in regard to the building and improvements to be placed on portions of the above described real estate as follows: to-wit

PART B. FULLY RESTRICTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to lots one (1) through fifty two (52), Las Lomas Unit 1, Alamogordo, Otero County, New Mexico.

PART C. RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPES. All lots shall be used for residential purposes only. Each lot shall contain one detached single family dwelling not to exceed two stories in height and a private attached garage. Each lot may contain single story buildings associated to the dwelling such as storage sheds, swimming pool equipment sheds, guest quarters, and a private detached garage. A home-business shall be permitted in a room within the dwelling, excluding the garage. "Shop"-type businesses are expressly forbidden.

Lots may not be re-subdivided for any purpose, except to combine two lots into one.

C-2 ARCHITECTURAL CONTROL.

Las Lomas is intended to be an open desert community taking full advantage of the natural desert beauty and views.

There will be a 25' greenbelt adjacent to the side and rear property line. The greenbelt will be kept in a natural undisturbed state. No fences, buildings, yards, temporary or permanent storage, or any part of the septic system may be placed in the greenbelt. The greenbelt may not be cleared of the natural vegetation. Any part of the greenbelt that is inadvertently damaged during construction or other activities shall be promptly remediated.

There will be a 35' minimum front yard building setback. There will be a 50' side and rear building setback.

All driveways will be either concrete or asphalt paved from the street to the garage or house. Lots 24, 25, 26, and 27 are exempt from this requirement, but these lots shall at a minimum pave the first 25' of the driveway attached to the public street.

All dwellings shall be site built and no building shall be erected, placed or altered on any lot until the construction plans, specifications, and a site plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials and colors (harmony of external design with existing and/or planned structures), as to location with respect to lot lines, topography and finish grade elevations.

Positive site drainage shall be provided during construction and maintained thereafter. Such positive drainage shall be in accordance with city drainage and ponding requirements. This provision is placed in these restrictive covenants to recognize the moisture sensitivity of the soil and the responsibility of the owner to provide prudent moisture management.

Fences shall not be allowed in the front of the home, except that courtyard fences that match the home in architecture, materials, and color shall be allowed.

Rear and side yard fences will be constructed of buff colored masonry block, or brick or stucco to match the dwelling. The fences shall not exceed 6' in height measured from the outside of the fence. All fences will be constructed within the building setback requirements as specified herein.

The homebuilder or owner shall install and finish front and side yard landscaping that is visible from any street within (60) sixty days of occupancy of the home. Rural newspaper delivery boxes are prohibited.

Storage buildings for recreational vehicles such as motor homes and camping trailers are not allowed.

C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than two hundred fifty thousand (250,000) dollars based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date the covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. On any dwelling, the main structure, exclusive of one-story open porches and garages, shall contain not less than two thousand four hundred (2400) square feet of heated or living area. The ground floor of the main structure, inclusive of one-story open porches and attached garages, shall contain not less than three thousand three hundred (3300) square feet. The home shall have an attached garage for not less than two (2) cars, which shall contain a minimum of five hundred (500) square feet.

All exteriors shall be brick veneer or stucco construction. Sidings may be used in conjunction with brick only where the use of brick veneer is impracticable. All other materials are prohibited. Stucco colors shall be light earth tones. The architectural control committee must approve colors and variances.

All sloped roofs, which are visible from the street or adjacent properties, shall be cement tile, architectural grade shingles, or wood shakes. Standing seam, corrugated, or other type steel roofs or equivalent are prohibited. All flat roofs or sloping flat roofs shall be concealed on all sides by a parapet wall extending a minimum of one (1) foot above the finished height of the roof. To create variation in exterior designs there shall be at least one elevation change in the height of the top plate of the exterior wall or at the eave of the roof of at least one (1) foot. On flat roof homes a one (1) foot change in the height of the parapet wall may be used in lieu of a plate height elevation change. Garage doors may not exceed eight (8) feet in height.

A dwelling may contain one RV garage bay that is designed and constructed integral to the dwelling. This bay may have one RV sized garage door up to ten (10) feet in width and no more than twelve (12) feet in height. Only one RV sized door shall be allowed on any dwelling. The architectural design shall disguise the RV bay so as not to appear as such from the exterior.

Finished height of dwelling may not exceed thirty (30) feet tall.

All other buildings, permanent or transportable, sheds, detached garages etc. shall match the dwelling in architecture, materials and appearance. Portable buildings or sheds that do not match the architecture and color scheme of the dwelling are prohibited. All buildings other than the dwelling may not have a top plate, or eave height, greater than nine feet (9') and a total height not to exceed fifteen (15) feet. No garage type door may exceed 18' in width nor exceed 8' in height.

Modular homes, Geodesic dome construction is not allowed.

Roof-top HVAC units will not be allowed on sloped roofs. HVAC units placed on flat or sloping flat roofs must be concealed from view in all directions by walls that match the architecture of the home.

C-4. BUILDING LOCATION. All buildings shall be located no nearer to the front property line than thirty-five (35) feet. The home, attached garage, and covered porches shall be located no closer than fifty (50) feet from either side or rear property line. Because some lots are irregular in shape exceptions may be granted to the side and rear setback requirements where the residence is being reasonably placed near the center of their lot. Exceptions must be applied for before construction begins. In any event no building of any type, or fence of any type shall be located nearer than thirty five (35) feet from any interior lot line.

C-5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of this subdivision.

C-6. NUISANCES. No noxious or offensive activities 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.

In order to minimize disturbance to neighbors from all of the nuisances of construction, all dwellings shall be completed within one (1) year of commencement of construction.

In order to minimize disturbance to neighbors from all of the nuisances of construction, all out buildings shall be completed within 3 months of commencement of construction.

The homebuilder or owner shall install and finish front and side yard landscaping that is visible from any Las Lomas street or lot within (60) sixty days of occupancy of the home. All portions of the lot that has been disturbed shall be landscaped. This includes clearings for utility trenches, septic systems, water lines etc.

The owner of each lot shall be responsible for the repair of vandalism, including the removal of graffiti, which may occur to his/her property including partition fences, perimeter fences, walls, decorative walls, retaining walls, roofs, sidewalks, mail boxes, etc. which may be seen from other lots, properties, streets, or sidewalks, regardless of who the vandals are. The repair or removal of such vandalism shall occur within five (5) days of the vandalism. If the repair is not made within five (5) days of the vandalism, Tierra de Sueños Inc. may, at its sole discretion, repair or arrange the repair and charge and collect from the owner of the property on which the vandalism exists all of the repair expenses, plus a fifteen (15) percent administrative charge, plus ten (10) percent interest thirty (30) days from notice of such charges. Said charges shall be a lien against the property.

Firewood piles shall be screened from view from neighboring lots and from the front of the home. Vacant lots shall be kept clean and free of accumulations of rubbish. Inoperative vehicles shall not be stored on any lot, or in the street in front of the lot.

The owner of each lot shall be responsible for the timely repair of damages to his/her property including partition fences, perimeter fences, walls, decorative walls, retaining walls, roofs, sidewalks, mail boxes, etc. which may be seen from other lots, properties, streets or sidewalks. All repairs are to be made with materials and workmanship to replicate as closely as possible original design and construction. If the repair is not made within thirty (30) days of the damage, Tierra de Sueños Inc. may, at its sole discretion, repair or arrange the repair of the damages and charge and collect from the owner of the damage property all of the repair expenses, plus a fifteen (15) percent administrative charge, plus ten (10) percent interest thirty (30) days from notice of such damages. Said charges shall be a lien against said property.

So as to respect the night time views and privacy of neighbors, exterior yard lights shall be limited in height to 8'. All lighting shall be installed so as to shine downward and not illuminate property beyond the property lines of that resident.

C-7. TEMPORARY STRUCTURES. No structures of a temporary character, trailer, basement, ten, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

C-8. LOT AREA AND WIDTH. Not applicable.

C-9. SIGNS. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five

(5) 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.

C-10. 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 structures designed for use in boring for oil or natural gas shall be erected maintained or permitted upon any lot.

C-11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other house-hold pets may be kept provided that they are not bred, kept or maintained for any commercial purposes. Even if not kept for commercial purposes the total number of dogs and cats combined may not exceed three (3).

C-12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Portable containers, except for scheduled pick up days, shall be screened from view.

C-13. WATER SUPPLY. No individual water supply systems shall be permitted on any lot.

C-14. SEWAGE DISPOSAL. Sewage disposal will consist of individual septic systems in accordance with all applicable regulations fo the New Mexico Environmental Department. Each owner is responsible to maintain clearances required by the New Mexico Environmental Department to other septic systems, wells, or property lines.

C-15. STORAGE OF NON-PASSENGER VEHICLES.

Las Lomas is intended to be a quiet residential community. Passenger vehicles that are licensed to be driven on State roads and highways are allowed to be parked in conjunction with normal residential living. It is not intended to be storage area for commercial, non-passenger, off-road, or recreational vehicles.

Recreational vehicles include, but are not limited to boats, airplanes, RV trailers, livestock trailers, motor-homes, camp trailers, truck mountable campers, utility trailers, racing cars and trailers for such, ATVs, ATV trailers, utility trailers (both open and enclosed), and other such vehicles. Recreational vehicles parked on the premises shall be parked in the rear or side yards no closer to the street than the front of the home. The RV must be concealed from the rest of the community, RVs shall be parked behind the rear or side yard fence, and may not exceed the fence in height. The fence shall be no taller than 72" in height. RV's that exceed the fence height must be stored in the RV garage bay integral to the dwelling as specified in paragraph C-3.

Commercial vehicles shall not be stored or routinely parked in the street or on any lot where visible from the rest of the community. Commercial vehicles may be stored in the same manner as RV's and shall be parked behind the rear or side yard fence, and may not exceed the fence in height.

C-16. ANTENNAE.

No antennas taller than 5' or having a horizontal area more than 15 sq. ft. will be allowed. Such antennas will be placed on the rear of the dwelling so as to partially conceal it.

Satellite dishes shall be limited to 24" in diameter.

C-17. SPECIAL CONSIDERATIONS

Solar panels used to generate electricity or heat water will not be allowed unless they are either concealed from view or incorporated into the design of the home. The design must be approved by the Architectural Review Committee.

C-18. RESTRICTIVE COVENANTS MADE LEGAL. Any lien created by these restrictive covenants or as allowed by law, shall be evidenced by a recorded by a recorded Claim of lien filed in the records of Otero County, New Mexico, under the provisions of New Mexico law. Such lien shall be enforced in accordance with New Mexico Statutes (Section 48-2-1 to 48-2-17, NMSA 1978 Come., as same may be from time to time amended).

PART D. ARCHITECTURAL CONTROL COMMITTEE.

D-1. MEMBERSHIP. The Architectural Control Committee shall be composed of the Board of Directors of Tierra de Sueños Inc. Tierra de Sueños Inc. may at its discretion relinquish the duties of the Architectural Control Committee to owner of lots within the Las Lomas community.

D-2. PROCEDURE. Building plans to be submitted for approval shall include at a minimum, floor plans, front elevations, and a complete description of exterior details, materials, and colors to be used. The approval as required in these covenants shall be in writing. In the event the sub divider or his designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if not suit to enjoin the construction has been commenced prior to the completion there of, approval will not be required.

PART E. GENERAL PROVISIONS.

E-1. TERM. These covenants are to run with the land and shall be binding on the land, all parties and all persons claiming under them for a period for thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of thirty (30) years unless an instrument signed by a two-thirds majority of the

then owners of the lots has been recorded agreeing to change said covenants in whole or in part. Votes shall be counted on the bases of one (1) vote for each lot owned. These covenants may not be amended without the written consent of Tierra de Suenos Inc. or their heirs or assigns for a period of five (5) years from the date of recording. The covenants may be amended at any time afterward by a majority of the owners at the time of the amendments. An instrument signed by the majority of the owners shall be recorded with the County Clerk.

E-2. ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant to restrain violation, to recover damages, costs and attorney fees.

E-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provision which shall be and remain in full force and effect.

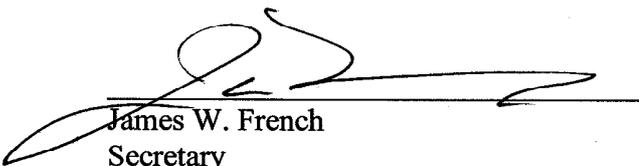
PART F. ATTEST.

IN WITNESS WHEREOF, the said owners have caused this instrument to be executed on this 14 day of December, 2005.

Tierra de Sueños Inc

By: 
Tommy L. French
President

Attest


James W. French
Secretary

CORPORATE ACKNOWLEDGEMENT

State of New Mexico

County of Otero

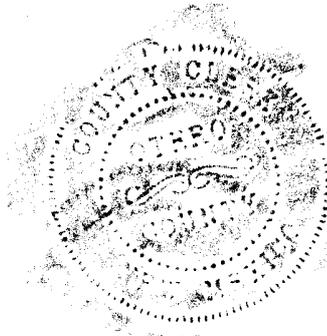
The foregoing instrument was acknowledged before me this 14th day of DECEMBER, 2005, by Tommy L. French, President of Tierra de Sueños Inc., a New Mexico Corporation, for and on behalf of said corporation.



Loethyn Waldz
Notary Public

My Commission Expires:

7-31-07



STATE OF NEW MEXICO } S.S.
OTERO COUNTY }
FILED FOR RECORD IN MY OFFICE
This 14th day of Dec, 2005
At 1:50 o'clock P M and duly recorded
in Book No. 1220 Page 409-416
The records of Otero County, New Mexico
Robyn Silva
County Clerk, Otero County, New Mexico
By Christina Y. Neri Deputy