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Pueblo Real Protective Covenants

- A. **WHEREAS** French Brothers Inc. is the Owner of Thirty Four (34) lots in Pueblo Real Unit 2 Subdivision, located in Alamogordo, Otero County, New Mexico, recorded on November 4, 2005. This quantity constitutes a majority of the lots within the subdivision.

And Whereas, French Brothers Inc. desires to amend the existing Pueblo Real Restrictive Covenants previously recorded on August 24, 1983, in accordance with the amendment procedure as set forth in the General Provisions of the existing Restrictive Covenants. These Amended Restrictive Covenants replace the previously recorded covenants in its entirety.

And Whereas, to protect the investment of the residents and ensure continuity of the aesthetics of the community, 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:
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- B. **FULLY RESTRICTED RESIDENTIAL AREA.** These protective covenants shall apply to all of the lots in Pueblo Real Unit 2 in their entirety. These protective covenants shall also be additional protective covenants on Pueblo Real Replat A Block 5 lots 14A, 18A, 19A, 20A, 21A, 22A.

C. **LAND USE AND BUILDING TYPES.**

1. All lots shall be used for residential purposes only. Each lot shall contain one single family dwelling not to exceed two stories in height and a private attached garage. The garage must remain a functioning garage and may not be converted to living space. Modular and pre-fabricated construction of the dwelling is prohibited. Finished height of dwelling may not exceed thirty two (32) feet tall.
2. Detached buildings such as storage buildings or garages, may be constructed in the rear yard only provided that-
 - a. All city ordinances and building codes are complied with, and

- b. The building matches the exterior architecture of the dwelling, including roof style and pitch, and of the dwelling requirements set forth in these covenants with regards to the quality of workmanship and materials and colors, and
 - c. The building is single story and is not more than fifteen (15) feet tall at its tallest point, and
 - d. The floor area is not more than five hundred (500) square feet.
3. Portable storage sheds may be placed in the rear yard only provided that
- a. The building is six (6) feet in height or less, when measured from the adjacent ground to the tallest point, and
 - b. The building covers less than eighty (80) square feet of floor area, when multiplying the outside dimensions.
4. No vertical structure of any type may be built or placed in the front yard or in front of the dwelling. This includes, but is not limited to carports, shades, pergolas, playhouses, etc.
5. A model home located in the community by French Holdings LLC or an affiliate is exempt from paragraph C while it is being used as a model home.

D. DWELLING, QUALITY AND SIZE. On any dwelling, the main structure, exclusive of one-story open porches and garages, shall contain not less than one thousand two hundred (1200) square feet of heated or living area. The home shall have an attached garage for not less than two (2) car and not more than three (3) cars, which shall contain a minimum of three hundred fifty (350) square feet, and not greater than nine hundred (900) square feet.

E. ARCHITECTURAL CONTROL. No building or structure 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. All buildings or structures constructed or placed on the lot will conform to these controls. All exterior colors shall remain as initially constructed and not be changed for the first 4 years of the existence of the home. The materials and colors allowed are listed below.

1. **Exterior Siding.** The exterior of the dwelling or structures shall consist primarily of brick or stucco, with siding and cultured stone used as accents. No other siding or cladding materials may be used. The color of the siding, other than brick, will be one of the Dunn Edwards colors listed below or reasonable equivalent.

- a. DE6130 Wooded Acre
 - b. DE6125 Wooden Peg
 - c. DE6178 Boutique Beige
 - d. DE6193 Bamboo Screen
 - e. DE6137 Tan Plan
 - f. DE6207 Egyptian Sand
2. **Cultured Stone.** Up to twenty (20) percent of the front, the sides, or the back of the dwelling or structures can have cultured stone cladding. The color of the stone shall be one of those listed below or a reasonable equivalent.
- a. **Stonecrafters Type – Desert Stone, Mountain Ledgestone, Fieldstone**
 - b. **Stonecrafters colors- Santa Fe, Classic**
3. **Facia, windows, window trim, side doors, door trim, overhead garage door, corner boards, columns, and exterior railings.** The windows will be white or almond vinyl framed windows. The glass shall be low-e glass with shading that is not bronze or silver reflective. The facia, window trim boards, door trim, overhead garage door, corner boards, columns, and exterior railings shall be painted one in a corresponding color.
4. **Front Door, Window Shutters.** Decorative shutters are required on some models beside all of the windows on the front of the home. Matching shutters may be installed on the other windows but are not required. The front door and the window shutters shall be one of the Dunn Edwards colors listed below or a reasonable equivalent.
- a. DEA161 Wild Mustang
 - b. DEC788 Dark Lagoon
 - c. DEA135 Deep Ocean
 - d. DE6245 Aged Jade
 - e. DEA149 Spiced Berry
 - f. DE6063 Black Walnut
 - g. DEA148 Sunken Ship

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5. **Roof Shingles.** Roof shingles shall be thirty (30) year architectural grade in the following colors or a reasonable equivalent.

- a. Owens Corning brand- Teak
- b. Owens Corning brand- Driftwood

F. **BUILDING LOCATION.** All buildings located on the lot shall comply with the code of ordinances for the City of Alamogordo.

1. 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 the restrictive covenants to recognize the moisture sensitivity of the soil and the responsibility of the owner to provide prudent moisture management.

G. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of this subdivision. Modifications that would adversely affect drainage within said drainage easements are not allowed.

H. **NUISANCES.** No noxious or offensive activities shall be allowed upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

1. 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 perimeter fences, walls, roofs, sidewalks, mail boxes, etc. which may be seen from other lots, properties, streets, or sidewalks, regardless of the source of the vandalism. 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, the Architectural Control Committee 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.
2. The owner of each lot shall be responsible for the maintenance and timely repair of damages to his/her property including perimeter fences, partition fences, walls, roofs, sidewalks, landscaping, 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, the Architectural Control Committee 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.

3. Pursuant to city ordinance the owner of any lot is responsible for maintenance as described in paragraphs 1 and 2 for the area from their property line to the adjacent city curb. This applies to the front, side, or rear of the lot.

I. VEHICLE STORAGE.

1. All vehicles shall be parked in the garage or the concrete driveway.
2. Motor vehicles, trailers, and recreational vehicles stored on the lot, must be stored either in the rear yard, or on the side yard no closer to the street than the front of the dwelling. On corner lots, vehicles may not be parked on the side of the home facing the side street.
3. No vehicles of any sort will be parked in the front yard of any lot.
4. Recreational vehicles will not be parked in the street within this community except for the temporary purpose of loading or unloading the RV, not to exceed 24 hours.
5. Inoperative vehicles shall not be stored on any lot, or in the street in front of the lot.

J. LOT AREA AND WIDTH. No lot may be subdivided into smaller lots.

K. SIGNS. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising that property for sale or rent.

L. EXTERIOR LIGHTING. So as not to shine unwanted lights into neighboring lots, flood lights are not permitted anywhere on the dwelling, storage buildings, portable sheds, or anywhere on the lot. Decorative holiday lighting may be placed on the property no sooner than 30 days prior to the holiday being observed and must be removed no later than 30 days following the holiday.

M. LANDSCAPING. All front and side yards shall be landscaped within 30 days of the completion of the home. Every front yard shall have at least one, but not more than two trees. The only trees allowed in the front yards are Mesquite Red Push Pistache, Desert Museum Palo Verde, Palo Brea Tree, Vitex, Desert Museum Palo Verde, Mimosa, Chilean Mesquite.

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- N. 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).
- O. 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.
- P. ANTENNAE.** No television or radio antenna shall extend higher than the roof of any structure, and all antennae shall be subject to the approval of the Architectural Control Committee prior to installation. No commercial or communication company towers will be installed. Satellite dishes shall not be more than twenty four (24) inches in diameter.
- Q. SOLAR WATER HEATING OR POWER GENERATION EQUIPMENT.** Solar panels for water heating or power generation are allowed in the community. Roof mounted panels are allowed provided that they are designed as an integral part of the architecture and are mounted flush and parallel to the roof. Wind powered generation equipment is not allowed on any lot.
- R. FENCES.** All fencing in the community shall be 6" tongue and groove masonry block, café in color. No other fencing materials are allowed.
- I. As to the rear yard partition fence, it shall be the joint responsibility of the adjoining property owners to mutually maintain such partition fence. Such adjoining property owners agree to permit any encroachment by the other party where necessary to perform maintenance on the partition fence or otherwise act to maintain or protect the stability of the partition fence.
- S. RESTRICTIVE COVENANTS MADE LEGAL.** Any lien created by these restrictive covenants or as allowed by law, shall be evidenced 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).

T. ARCHITECTURAL CONTROL COMMITTEE.

1. **MEMBERSHIP.** The Architectural Control Committee shall be composed of three members. The initial committee shall be composed of James W. French, Tommy L. French and Corrine Y. Bachman. All parties recognize that the above named members are associated with the developer, French Brothers Inc.
2. Once 90 percent of the lots are owned by persons other than the developer, Tommy L. French shall resign from the board and a property owner other than one associated with the developer shall be elected to the Architectural Control Committee under the terms and provisions set forth herein.

U. FUTURE MEMBERSHIP. Future members of the Architectural Control Committee, shall be elected by all property owners of record for a 2 year term. A meeting shall be held during the first week of January to elect the Architectural Control Committee members on or after the members as selected by the developer are being replaced. Such annual meeting shall be conducted during the month of January at a place agreeable to a majority of all property owners and a notice of such meeting shall be delivered to the property owners at least seven days prior to such meeting being held. The term of an elected member of the Architectural Control Committee shall be from February 1 to January 31 for the two year term. Members may be re-elected to the board.

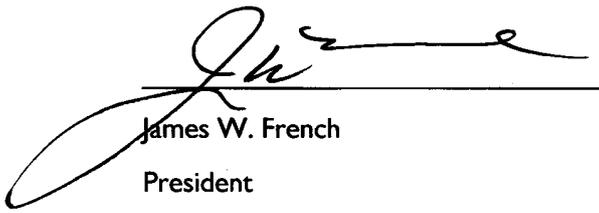
V. TERM. These covenants are to run with the land and shall be binding on the land, all parties and all persons claiming under them for a period for thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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 French Holdings LLC through December 31, 2013. Beginning January 1, 2014, these covenants may be amended by a two-thirds 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.

W. 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. Such enforcement may be by a property owner or may be by the Architectural Control Committee. Such action may also seek the recovery of damages, costs and reasonable attorney's fees. Enforcement may also include a claim for permanent, temporary or both injunctive relief.

X. **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.

IN WITNESS WHEREOF, the said owners have caused this instrument to be executed on this 8 day of November, 2012.

French Brothers Inc.



James W. French
President

Attest



Corrine Y. Bachman
Vice-President

CORPORATE ACKNOWLEDGMENT

State of New Mexico, County of Otero

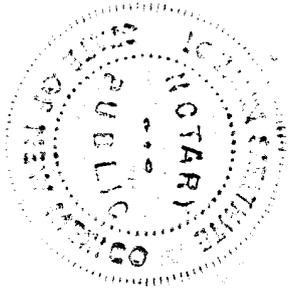
The foregoing instrument was acknowledged before me this 8 day of November, 2012 by James W. French, and Corrine Y. Bachman, officers of French Brothers Inc. a New Mexico Corporation, for and on behalf of said corporation.

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Notary Public

My Commission Expires:

10-31-15



REC DATE: 11/16/12 REC TIME: 9:26:22 AM INSTR#: 201209617 um
OTERO COUNTY, ROBYN HOLMES COUNTY CLERK PAGE 9 OF 9