

BOOK 524 PAGE 62  
RESTRICTIVE COVENANTS

THUNDER HILLS SUBDIVISION

PHASE I - LOTS 1 THROUGH 12

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot until plans are approved by the Architectural Committee; as described below and in no case shall a structure other than a single-family dwelling not to exceed two stories in height and a private garage for not more than three cars, and other outbuildings incidental to residential use of the lot be allowed. All outbuildings shall be of a construction commensurate and complimentary to the construction of the house.
2. No lot shall be resubdivided; provided, however, that nothing herein shall prevent the subdividers from dividing any of the lots on the plat of the subdivision into two or more lots prior to the first sale of the lot, and upon division into two or more lots by the subdividers, and sale thereof, each tract, as finally described shall be considered to be one lot for the purposes of these Covenants.
3. No mobile homes, modular homes or trailers may be moved onto any lot. No structure of a temporary character, or a trailer, mobile home, modular home, tent, shack, garage, barn or outbuilding shall be used on any lot at any time as a residence. No structure or outhouse shall be used or built for the purpose of outside toilet facilities. No provision of this paragraph shall prevent any owner of a lot from storing a recreational vehicle or motor home on said property for use elsewhere.
4. No building shall be located on any specifically designated utility easement. (SEE: Paragraph number 14). No building shall be located on any lot nearer than 25 feet to the front lot line. No building shall be located nearer than seven and one-half feet to an interior lot line, except as per Paragraph number 14. No building shall be located nearer than 20 feet from the rear lot line. This shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. There is hereby created the Thunder Hills Architectural Committee. Said Committee shall be composed of Christina Warren or her designated successors. Said Committee shall have to power to make, alter and amend its own rules and regulations with regard to meetings, quorums and other procedural matters. The Committee shall be entitled to reasonable compensation for services performed pursuant to these Covenants. Said fee shall be paid by the person submitting plans for approval.
  - (a) No dwelling house, garage, car port or outbuildings of any kind shall be erected, constructed, placed, moved on or maintained on any lot or lots, nor shall any additions be made to the exterior thereof, unless prior to the commencement of any construction, excavation, grading, or other work, two complete sets of the plans and specifications thereof, including front, side and rear elevations, and floor plan for each floor and basement, color scheme thereof, and plot plan, indicating and fixing the exact location of each structure thereof, shall have first been submitted to the Committee in writing for its approval and such approval obtained in writing from the Committee.
  - (b) Approval by the Committee of such plans, specifications and location of buildings shall be endorsed on both sets of plans and specifications, one set thereof shall be returned to the person submitting the same and the other set shall be retained by the Committee.
  - (c) After such plans, specifications and other data submitted have been approved by the Committee, no building, garage, car port, or outbuilding shall be erected, constructed, placed, altered, or maintained upon said property unless the same shall be erected, constructed, placed, altered, or maintained in conformity with the plans and specifications, color scheme, and plot plan theretofore approved by the Committee. If any building, garage, car port, or outbuilding of any kind shall be erected, constructed, placed, altered or maintained on said property other than in accordance with the plans and specifications, color scheme, and plot plan theretofore approved by the Committee, such erection, construction, placing, alterations, and maintenance shall be deemed to have been undertaken without the approval of the Committee and appropriate action may be undertaken.

(d) In the event of any ambiguity in a provision of these restrictions, the interpretation of the Committee as to the meaning intended shall prevail.

(e) The Committee may withhold its approval for any of the following reasons:

- (1) Non-compliance with any of the specific conditions and restrictions contained in these Restrictive Covenants; or
- (2) Reasonable dissatisfaction of the Committee with the location of the structure on the building site, or with the appearance of the proposed structure, or with the lot grading plan, having in mind the character of the neighborhood in which it is proposed to be erected, the materials of which it is to be built, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property or properties. However, the Committee shall act with all due promptness; in the event the Committee shall fail to approve or disapprove any matters submitted to it hereunder within thirty (30) days from such submission, then the submission shall be deemed to have been fully complied with.

Approval of plans by the Architectural Committee shall not constitute confirmation of engineering calculations or compliance with New Mexico building regulations. Such permits and approvals must also be obtained by the builder.

6. No sign of any kind shall be displayed on any lot except a professional looking sign of not more than one square foot in area. However, one sign of not more than five square feet in area may be temporarily used for advertising the property for sale or rent, or may be used by a builder to advertise the property during the construction and sales period.
7. 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.
8. No horses, cattle, swine, goats, sheep, poultry or any other animal or bird of any kind shall be raised, bred or kept on any lot. Dogs, cats or other household pets may be kept.
9. The owners shall have the right to install gas pipe, sewer pipe and water pipe, telephone lines, electric lines, cable TV lines and appurtenances thereto through and across any and all lots or tracts, and shall have at all times the right of ingress and egress for the purpose of repairing and maintaining same, provided, however, dirt taken from an excavation shall be replaced and the surface left as nearly as possible in original condition after work is completed. No existing structures are to be disturbed or damaged by the installation of utility lines. Easements to utility companies are hereby reserved on all lots as per Paragraph number 14, and all roads and parks in said subdivision. Easements to install facilities across lots includes the right to remove trees and shrubbery which interfere with the installation of such facilities.
10. No outdoor storage of chattels, goods, garbage, refuse, junk, trash or obnoxious or offensive material shall be permitted to accumulate on any lot; no lot shall be used or maintained as a dumping ground for rubbish. Owners of each lot shall be responsible for the disposal of such garbage in accordance with the regulations of the State of New Mexico and any of its subdivisions. Trash and garbage burning shall not be allowed.
11. 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.
12. No owner shall have the right to interrupt or rechannel any primary drainage channel. No owner shall have the right to substantially disrupt any secondary drainage which would effect an increase of discharge onto lower lots or overflowing of drainage channel banks.
13. In the event the property is annexed into the city limits as a result of any action by the owners of the lots within the subdivision, said property owners will be obligated, at their own expense, to bring the streets, gutters, curbs, utility lines, etc, fronting on and adjacent to their property, up to standards required by the city at the time of annexation.

14. The owner reserves easements over or under the surface or both, required for the installation and maintenance of electric lines, telephone lines, water lines, drainage facilities, sewer lines, gas lines and for all other utilities, both public and private, with the right to assign such easements. The easements herein reserved shall consist of:
- (a) A fifteen foot strip of land along the rear lot lines and a seven and one-half foot strip of land along each side line of each lot except Lots 30 and 31 which shall have a fifteen foot easement along the south lot line. Thus reserving an easement of fifteen feet along the side lot lines when two abutting lots are considered. In the event two adjacent lots are under one ownership, and the owner submits construction plans to the Architectural Committee calling for construction over a common lot line, the easement may be released at the discretion of the Architectural Committee so long as it is unused.
  - (b) Anchor easements for overhead utility poles, as required by the utility companies.
15. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, at which time they shall be automatically continued in force for successive periods of ten (10) years each. Amendments may be made during the initial period by an 85% vote, and during the successive periods by a 51% vote of the then property owners. The record owners of the lots shall be entitled to one vote for each lot in the subdivision.

If the parties hereto, or any of them, or their heirs, assigns or successors shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for the subdividers, their successors or assigns, or any other person or persons owning any lot in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 2nd day of August, 1982

*Darrell E. Warren*  
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 Darrell E. Warren

*Christina Warren*  
 \_\_\_\_\_  
 Christina Warren

STATE OF NEW MEXICO  
 68  
 COUNTY OF OTERO

The foregoing instrument was acknowledged before me this 2nd day of August, 1982, by Darrell E. Warren and Christina Warren, Developers.

My Commission Expires:  
 10/12/84

76945  
 Thunder Hills Subdivision

*Christina O. Shupe*  
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 STATE OF NEW MEXICO  
 OTERO COUNTY  
 FILED FOR RECORD IN MY OFFICE  
 This 11th day of August 1982  
 At 3:05 o'clock P.M. and duly recorded  
 in Book No. 524 Page 62-64  
 the records of Otero County, New Mexico  
 County Clerk, Otero County, New Mexico  
 -3-  
 Phase I