RESTRICTIVE COVENANTS

TIERRA DE LOS NINOS SUBDIVISION

TRES NECIOS, A LIMITED LIABILITY PARTNERSHIP, being the owners of **the unsold** lots located in TIERRA DE LOS NINOS SUBDIVISION, Located in La Luz, Otero County, New Mexico, the plat for which was recorded in book 823 on pages 561-564 of the records of Otero County, New Mexico, on the 13 day of February, 1996, and all other Lot Owners therein do hereby unanimously consent and agree that the following Restrictive Covenants shall be in full force and effect on the property within said TIERRA DE LOS NINOS SUBDIVISION from the date of the recording of this instrument, to wit:

1. All lots of said subdivision shall be known and described as single family residential lots and no structure shall be erected on any lot other than a single family dwelling and out-buildings incidental to and consistent with a single family residential use of a particular lot.

2. No dwelling house smaller than 1500 square feet with a minimum of 1500 square feet heated area shall be constructed on any lot herein. No trailer, trailer house, prefabricated building, tent, shack, barn or other outbuilding shall be used as a residence, temporarily or permanently, nor shall any temporary residences be erected. A temporary contractor's building or mobile home for storage may be used during construction. No second hand structures shall be moved on any lot. Construction, once commenced, must be completed in six months or in a period specified by the Land Development Architectural Board. Lot 35 is hereby excepted from the provisions of this paragraph that prohibit the use of manufactured housing.

3. Temporary dwellings may be located on any lot or lots during the period of actual or continuous construction of a residence for a period not to exceed twelve consecutive months from the date of the purchase of the lot, whichever period is shorter.

4. No outdoor-type toilet shall be erected or maintained in the subdivision, except by prior approval of the developer as outdoor portable toilets may be on the premises during the actual period of construction as may be required by State or Federal law . All toilets shall be located inside the principal buildings and shall be connected with proper septic tanks or sewage disposal system that conforms with the State of New Mexico and Otero County health laws and regulations.

5. All residential dwellings constructed on said lots shall be of standard construction and no old or second-hand buildings shall be moved on any lot in this subdivision unless the same be in conformance with the same standards as those required by the building code of the City of Alamogordo, New Mexico by the plumbing, electrical, and other safety codes relating to single family residential dwellings of the State of New Mexico. No business, manufacturing operation, commercial enterprise, or public or commercial amusement enterprise shall be conducted or maintained on any lot.

6. No lot shall be re-subdivided. No portion of any lot shall be leased or permission *granted* to another person, firm or corporation for the purpose of constructing a residential *building* thereon or any out-buildings to be used in connection with the residence.

7. No building or other construction, except for fences, shall be erected or placed upon the lot so that any part of it shall be situated closer that thirty-five (35) feet from any property line. Fences shall be constructed of standard fence material and shall be approved by the Land Development Architectural Board.

8. Any dwelling constructed on a lot shall be constructed with a finished exterior within the period of construction as defined in paragraph three (3) above.

9. No brush, or other materials shall be burned except in compliance with the fire regulations of the appropriate regulatory agency.

10. No wrecking yard nor any obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No wrecked or abandoned cars are to be left on the streets or on lots of the subdivision.

11. No garbage, refuse, junk, trash, or obnoxious or offensive materials shall be permitted to accumulate on any lot, and the owner or owners of each lot shall cause the same to be disposed of by and in accordance with accepted sanitary practices. All garbage shall be disposed of in accordance with the regulations of the State of New Mexico and any of its subdivisions. Such garbage shall be removed by the lot owner to a sanitary landfill provided by Otero County or by arrangement with a garbage removal service.

12. LPG tanks and facilities must conform to State regulations and must be located so as not to detract from the general appearance of the neighborhood.

13. Two horses or two cows or any combination thereof, but not to exceed two (2) animal units may be kept on any lot, however, no swine, or fowl, nor feed lot operation, nor commercial kennel, nor caged fowl, nor poultry operation, may be maintained or kept on said premises, with the exception of FFA or 4-H related projects.

14. No work or exploration for any minerals, nor mining of any minerals or quarrying of any rock minerals, soil or materials of any nature shall be conducted on any lot or portion thereof. Nor shall any excavation of any nature be made upon any lot or portion thereof except as may be incident to the installation of utilities services, drainage lines, excavations incidental to the grading and preparation of building sites, the construction of dwelling and /or swimming pools, land grading of roads and streets.

15. No signs of any character shall be permitted to be placed or maintained on any lot except a sign not to exceed seventy-two (72) square inches setting forth the name of the occupant of said lot. All other signs are prohibited.

16. No driveway entrances shall be constructed against or across drainage easements or drainage ditches in such a manner as to in any way prohibit the flow of water through such drainage easements. The developer reserves the right to require all such driveways to meet specifications as set forth by the developer. Installation and maintenance of any such culverts and or driveway entries shall be the responsibility of the lot owner and shall be built to county specifications.

17. These covenants are to run with the land and shall be binding upon the owner and all persons claiming under it, their heirs, successors, and assigns, for a period of thirty-five (35) years from the date these restrictive covenants are recorded, after which time said Restrictive Covenants shall be automatically extended for successive periods of fifteen (15) years unless an instrument signed by a majority of the owners of the lots in the subdivision has been recorded agreeing to the change said restriction in whole or in part or releasing any portion of the property in said subdivision from anyone, or more, of said Restrictive Covenants.

18. All of the Restrictive Covenants contained herein are for the benefit of any and all the owners of the lots within the boundaries of the subdivision. If the undersigned owner or any of its assigns, or successors in interest shall violate or attempt to violate any such Restrictive Covenants, then it shall be lawful for any other person or persons owning land within said boundaries, and for the Land Development Architectural Board to prosecute to recover damages and to have any and all further legal and equitable relief. The word "person" as used herein means any individual, partnership, firm, company, trust, association, corporation, or entity of whatsoever nature.

19. Should it be necessary to enforce any of the foregoing restrictive covenants by Court action, then and in that event, the Land Development Architectural Board shall be entitled to recover from the land owner violating said covenants, all costs incurred by said Land Development Architectural Board to enforce said covenants including the actual cost of attorneys fees incurred in any such court proceedings. The cost of enforcement when so assessed by any court of competent jurisdiction, shall become a lien against the real estate, which lien may be enforced and foreclosed in the manner provided by law.

20. The Land Development Architectural Board shall consist of Bruce Coble, Gene C. Galassini, and G.L. Wiley. Should any member cease to function as such by reason of death, resignation, refusal or inability to serve, the remaining members may designate, in writing, a successor.

21. The developer reserves the right to exclude lots #23, 24, 26, and 27 from these Restrictive

Covenants. No lot may be changed from a residential lot without the specific consent of the Land Development Architectural Board. Approval shall be filed in the office of the Otero County Clerk, before the same shall be effective.

22. Invalidation of anyone of these covenants contained herein by judgment or court order or decree shall in no way effect any of the other provisions which shall remain in full force and effect.

WHEREFORE, the undersigned have effective this 10th day of December, 1999, executed the foregoing Restrictive Covenants for themselves, their heirs, successors, administrators, and assigns.

IN WITNESS WHEREOF the parties have executed this agreement to be effective December 10, 1999.

Gene C. Galassini, Developer
Owner of unsold lots

R.H. (Rocky) Galassini, Developer
Owner of unsold lots

G.L. Wiley, Developer
Owner of unsold lots

Sandra Wiley, Developer
Owner of unsold lots

Robert W. Proctor, Lot Owner
Lot 17

Etrennes T. Proctor, Lot Owner
Lot 17

William K. Smith, Lot Owner
Lot 9

Darlene A. Smith, Lot Owner
Lot 9

Richard Hanagan, Lot Owner
Lot 2

Patricia Hanagan, Lot Owner
Lot 2

Daro Ableidinger, Lot Owner
Lot 1

Lola Ableidinger, Lot Owner
Lot 1

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Owner of unsold lots

R.H. (Rocky) Galassini, Developer
Owner of unsold lots

G.L. Wiley, Developer
Owner of unsold lots

Sandra Wiley, Developer
Owner of unsold lots

Robert W. Proctor, Lot Owner
Lot 17

Etrennes T. Proctor, Lot Owner
Lot 17

William K. Smith, Lot Owner
Lot 9

Darlene A. Smith, Lot Owner
Lot 9

Richard Hanagan, Lot Owner
Lot 2

Patricia Hanagan, Lot Owner
Lot 2

Daro Ableidinger, Lot Owner
Lot 1

Lola Ableidinger, Lot Owner
Lot 1

Antonio David Lucero, Lot Owner
Lot 35

Darleane Rose Lucero, Lot Owner
Lot 35

Beverly Coble, Lot Owner
Lots 3, 4, 5, 6, 7, 8, 10, 11 and 12

ST ATE OF NEW MEXICO)
)ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this 30th day of December, 1999, by Gene C. Galassini.

My Commission Expires: Notary Public

OFFICIAL SEAL
LINDA J. PECHSTEDT
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 8/3/2003

ST ATE OF NEW MEXICO)
)ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this 30th day of December, 1999, by R.H. Galassini.

My Commission Expires: Notary Public

OFFICIAL SEAL
LINDA J. PECHSTEDT
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 8/3/2003

ST ATE OF NEW MEXICO)
)ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this 30th day of December, 1999, by by G.L. Wiley.

Linda Pechstedt
Notary Public

My Commission Expires:

_____

OFFICIAL SEAL
LINDA J. PECHSTEDT
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 8/3/2003

ST ATE OF NEW MEXICO)
)ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this 30th day of December, 1999, Sandra Wiley.

Linda Pechstedt
Notary Public

My Commission Expires:

_____

OFFICIAL SEAL
LINDA J. PECHSTEDT
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 8/3/2003

ST ATE OF NEW MEXICO)
)ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this _____day of December, 1999, by Richard W. Proctor.

_____
Notary Public

My Commission Expires:

_____

ST ATE OF NEW MEXICO)
)ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this _____day of January, 2000, by by G.L. Wiley.

My Commission Expires: _____ Notary Public

_____

ST ATE OF NEW MEXICO)
)ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this _____day of January, 2000, Sandra Wiley.

My Commission Expires: _____ Notary Public

_____

ST ATE OF NEW MEXICO)
)ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this 20th day of January, 2000, by Robert W. Proctor.

My Commission Expires: Notary Public

6/26/2001

ST ATE OF NEW MEXICO)
)ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this 20th day of January, 2000, by Etrennes T. Proctor.

Notary Public

My Commission Expires:

6/28/2001

ST ATE OF NEW MEXICO)
)ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this 20th day of January, 2000, by William K. Smith.

Notary Public

My Commission Expires:

6/28/2001

ST ATE OF NEW MEXICO)
)ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this 26th day of January, 2000, by Darlene A. Smith.

Notary Public

My Commission Expires:

6/28/2001

ST ATE OF NEW MEXICO)
)ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this 20th day of January, 2000, by Richard Hanagan.

Notary Public

My Commission Expires:

6/26/2001

ST ATE OF NEW MEXICO)
)ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this 20th day of January, 2000, by Patricia Hanagan.

Notary Public

My Commission Expires:

6/26/2001

ST ATE OF NEW MEXICO)
)ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this 20th day of January, 2000, by Daro Ableidinger.

Notary Public

My Commission Expires:

6/26/2001

ST ATE OF NEW MEXICO)
)ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this 20th day of January, 2000, by Lola Ableidinger.

Notary Public

My Commission Expires:

6/22/2001

ST ATE OF NEW MEXICO)
)ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this _____day of January, 2000, by Antonio David Lucero.

Notary Public

My Commission Expires:

_____

ST ATE OF NEW MEXICO)
)ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this _____day of January, 2000, by Darleane Rose Lucero.

Notary Public

My Commission Expires:

_____

ST ATE OF NEW MEXICO)
)ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this _____day of December, 1999, by Lola Ableidinger.

My Commission Expires: _____ Notary Public

_____

ST ATE OF NEW MEXICO)
)ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this 30th day of December, 1999, by Antonio David Lucero.

My Commission Expires: Linda Pechstedt Notary Public

_____

OFFICIAL SEAL
LINDA J. PECHSTEDT
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 8/3/2003

ST ATE OF NEW MEXICO)
)ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this 30th day of December, 1999, by Darleane Rose Lucero.

My Commission Expires: Linda Pechstedt Notary Public

_____

OFFICIAL SEAL
LINDA J. PECHSTEDT
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 8/3/2003

ST ATE OF NEW MEXICO)
)ss:
COUNTY OF OTERO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this 30th day of December, 1999, by Beverly Coble.

Linda Pechstedt
Notary Public

My Commission Expires:

_____

OFFICIAL SEAL
LINDA J. PECHSTEDT
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 8/3/2003

COUNTY CLERK OTERO COUNTY NEW MEXICO

STATE OF NEW MEXICO
OTERO COUNTY } S.S.
FILED FOR RECORD IN MY OFFICE
This 24 day of Feb 20 00
At 3:00 o'clock P M and duly recorded
in Book No. 945 Page 733 - 745
The records of Otero County, New Mexico
Mary D. Quintana
County Clerk, Otero County, New Mexico
By Lynn Estrada Deputy

1495

and effect.

WHEREFORE, the undersigned have effective this 10th day of December, 1999, executed the foregoing Restrictive Covenants for themselves, their heirs, successors, administrators, and assigns.

IN WITNESS WHEREOF the parties have executed this agreement to be effective December 10, 1999.

Verne M. Alkire, Lot Owner
Lot 10

ST ATE OF TEXAS)
)ss:
COUNTY OF EL PASO)

The foregoing Restrictive Covenants for Tierra De Los Ninos Subdivision, were acknowledged before me this 26 day of February, 2000, by Verne M.Alkire.

Notary Public

My Commission Expires:

9/21/2002

JOHN A. DUFFUS
MY COMMISSION EXPIRES
September 21, 2002
BONDED BY
NOTARY ASSOC. OF TEXAS, INC.

COUNTY CLERK OTERO COUNTY

STATE OF NEW MEXICO
OTERO COUNTY } S.S.
FILED FOR RECORD IN MY OFFICE
This 29th day of February 20 00
At 4:00 o'clock P M and duly recorded
in Book No. 946 Page 143-156
The records of Otero County, New Mexico
Mary D. Quintana
County Clerk, Otero County, New Mexico
By Robyn Silva Deputy
#1653