

**Tierra de Sueños
Unit One
Restrictive Covenants**

Part A. WHEREAS Tierra de Sueños Inc. is the owner of Tierra de Sueños Unit 1, located in Lot four (4) and Section thirty one (31), Township sixteen (16) South, Range ten (10) East, N.M.P.M., 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 thirty four (34), Tierra de Sueños Unit 1, Alamogordo, Otero County, New Mexico.

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPES. No lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height: and a private attached garage for not less than two (2) cars and not more than three (3) cars which shall contain a minimum of four hundred (400) square feet. Modular and pre-fabricated construction is prohibited. Finished height of dwelling may not exceed forty three hundred forty seven (4347) feet above sea level.

C-2 ARCHITECTURAL CONTROL. 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 (harmony of external design with existing and /of 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 maintained by sloping away from the building perimeters so that surface runoff can flow along the drainage lines at a minimum grade of five (5) percent to points at least 15 feet away. The positive drainage should further be provided from these points to streets or natural water courses. Planters shall be placed no closer than five (5) feet from building perimeters. Planters shall be made water tight with provision for drainage of excess irrigation water. 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.

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 building setback line. Approval shall be as provided in Part D. On corner lots no side fence or walls 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 to the side street than the property line. The height of fences which are erected behind the minimum set-back line of the front street shall be in accordance with the ordinances of the City of Alamogordo. They shall extend upward a minimum of five (5) feet and a maximum of six (6) feet above finished grade of the owners lot, or the adjacent lot or property, whichever ever is higher. This is to insure that all partition fences throughout this subdivision are uniform and that fences will not have to be extended upward at a later date. All fences which face the street and run parallel with the street shall be constructed of split face block. All partition fences shall be constructed of masonry block, with tongue and groove stretch joints. The block and mortar color shall be buff. To account for variations between manufacturers the block must be approved by the architectural control committee. Courtyard fences must be constructed behind the front and side street setbacks and be constructed of a stucco coated block wall which matches the home in color. All other materials are prohibited.

No person or persons shall modify, extend, cut, penetrate, remove all or part, paint, or in any way change the outward appearance of the perimeter fencing of Tierra de Sueños Unit 1, which borders Desert Lakes Road on the south and Hamilton Road on the west. This restriction shall apply to decorative fencing and walls at the entrance of Tierra de Sueños Unit 1 and along

Tierra de Sueños street bordering lots five (5), six (6), fourteen (14), fifteen (15), twenty one (21), twenty two (22), and twenty six (26).

The home builder shall be responsible for construction of a sidewalk (4) four feet in width, adjacent to the curb, for the full length of the curb adjacent to the lot. This side walk shall be constructed of red brick pavers, the exact specifications included in exhibit number (1) one. Because of variations between manufacturers, brick samples must be approved by the architectural control committee prior to installation. The home builder shall also construct necessary driveway pads, and handicapped ramps at the intersections, as required by the City of Alamogordo. The curbs in Tierra de Sueños shall be mountable curbs therefore curb cuts for driveways will not be necessary nor allowed.

The home builder 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. The home builder or owner shall plant at least one 2 inch caliper tree in the front of the lot. Rural newspaper delivery boxes are prohibited.

C-3. DWELLING COST, QUALITY AND SIZE. No building shall be permitted on any lot at a cost of less than eighty thousand (80,000) 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 single story homes the main structure, exclusive of one-story open porches and garages, shall contain not less than fifteen hundred (1500) square feet of heated or living area. On multi-story homes, the ground floor of the main structure, exclusive of one-story open porches and garages, shall contain not less than twelve hundred (1200) square feet of heated or living area.

All buildings shall be of Southwest, Territorial, or Mediterranean design. All exteriors shall be stucco construction. All other materials are prohibited. Stucco colors shall be light earth tones. Variances must be approved by the architectural control committee.

All sloped roofs which are visible from the street or adjacent properties shall be cement or clay barrel tile. 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 walls or at the eave of the roof of at least (1) one foot. On flat roof homes a (1) one foot change in the height of the parapet wall may be used in lieu of a plate height elevation change.

C-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event no building shall be located nearer than five (5) 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.

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 (15) fifteen percent administrative charge, plus (10) percent interest (30) thirty days from notice of such charges. Said charges shall be a lien against said property.

Wood 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, or in the side street beside the lot in the case of a corner 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 (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 damaged property all of the repair expenses, plus a (15) fifteen percent administrative charge, plus (10) percent interest (30) thirty days from notice of such charges. Said charges shall be a lien against said property.

C-7. TEMPORARY STRUCTURES. No structures of a temporary character, trailer, basement, tent, 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. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building setback line, nor shall any lot have an area of less than nine thousand (9,000) square feet.

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 structure 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 of 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. No individual sewage system shall be permitted on any lot.

C-15. STORAGE OF RECREATIONAL VEHICLES. Recreational vehicles include, but are not limited to boats, airplanes, RV trailers, horse trailers, motor-homes, camp trailers, utility trailers, and racing cars. No recreational vehicle shall be parked or stored any closer to the street than 5 feet behind the front of the home. No recreational vehicle shall be parked or stored on any street within or adjacent to the subdivision. No recreational vehicle shall be stored on the side-street side of any corner lot.

C-16. 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 Tierra de Sueños Inc. prior to installation.

C-17. SPECIAL CONSIDERATIONS FOR LOTS 1 AND 31. The thirty-five (35) foot wide drainage and utility easement extending along the front width of lots (1) one and (31) thirty-one shall not be used as storage of any kind. This includes but is not limited to motor vehicles, trailers, recreational vehicles, building materials, and storage sheds.

C-18. 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 Comp., 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..

D-2. PROCEDURE. Buildings 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 subdivider or his designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and it

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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of thirty 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 vote for each lot owned. These covenants may be amended at any time 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.

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 2nd day of June, 1995.

Tierra de Sueños Inc.

By



Tommy L. French

President

Attest



James W. French

Secretary

CORPORATE ACKNOWLEDGMENT

State of New Mexico

County of Otero

The foregoing instrument was acknowledged before me this 2nd day of June, by Tommy L. French, President of Tierra de Sueños Inc., a New Mexico Corporation, for and on behalf of said corporation.

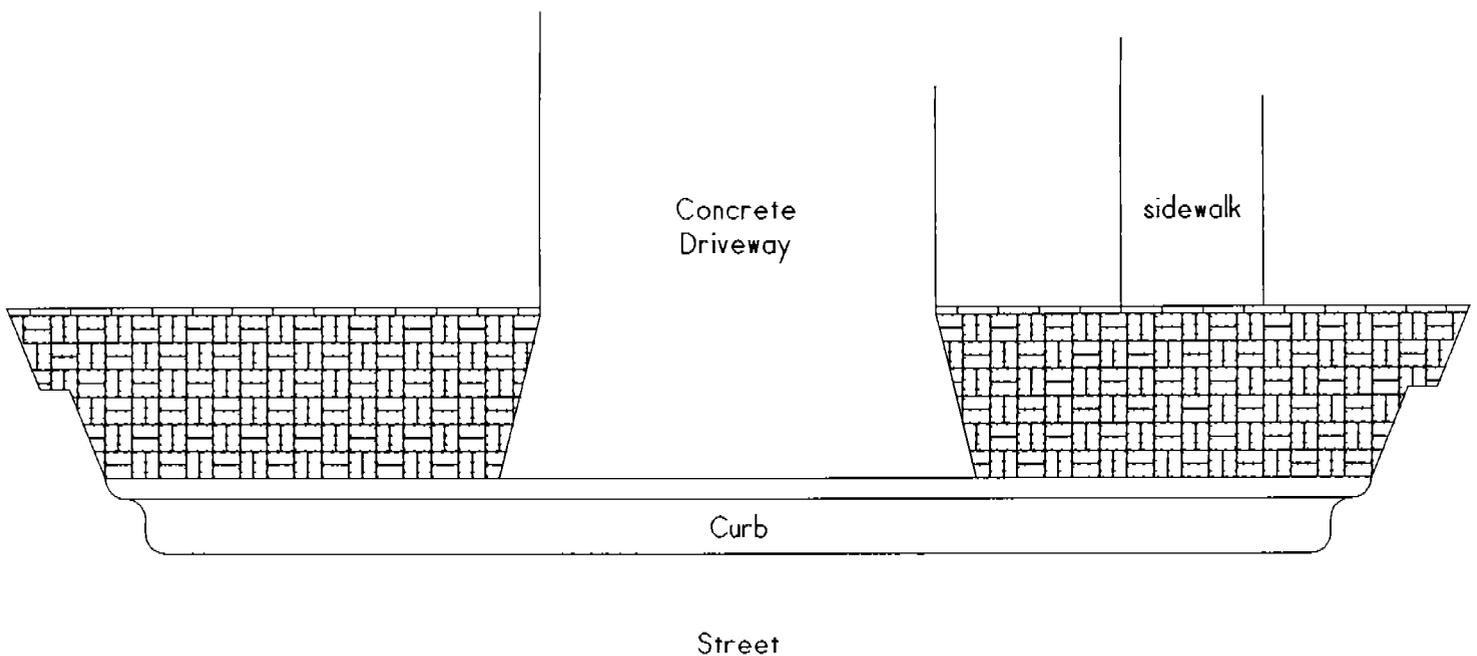
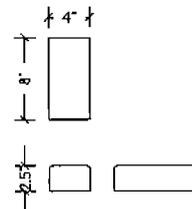
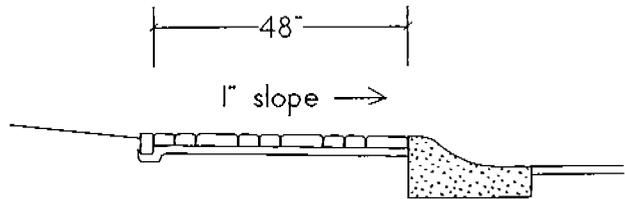


Notary Public

My Commission Expires:



1. Brick pavers shall be "Juarez Pavers"
2. Pavers shall be laid in a basketweave pattern as shown in the drawing.
3. The sidewalk shall consist of 12 rows in width plus one edge row positioned on its side.
4. Pavers to be installed to manufacturers specifications.
5. There shall be a 1" slope toward the curb across the 4' width of the sidewalk.
6. Concrete driveways shall extend to the backside of the curb. Curbs shall not be cut or modified.
7. Private walkways shall abut the brick paved public sidewalk and shall not interrupt it.
8. The brick pavers used shall be manufactured by Featherlite Corp. of Las Cruces. Any substitute must be equal and approved by Tierra de Suenos Inc.



Tierra de Suenos
Unit One
Exhibit # one

STATE OF NEW MEXICO, County of Otero, ss, Filed for record in my office this 2nd day of June, 1995, at 2:15 o'clock P M, and duly recorded in Book 804 Page 333-341 of the Records of said county.

Mary D. Quintana by Robyn Silva
COUNTY CLERK DEPUTY

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