Tierra de Sueños
Unit Four
Restrictive Covenants

Part A. WHEREAS Tierra de Sueños Inc. is the owner of Tierra de Sueños Unit 4, located 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 eight (8), Tierra de Sueños Unit 4, 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, single story dwelling and a private attached garage. Two story homes may be approved by the architectural control committee only if the viewing areas from the second story do not intrude upon the privacy of the other home owners along Casa Bonita. 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. Storage buildings for recreational vehicles such as motor homes and camping trailers are not allowed. Modular and pre-fabricated construction is prohibited. Finished height of dwelling may not exceed forty (40) feet tall.

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 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 there 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 that the front building setback line. Approval shall be as provided in Part D. 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 extent 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, which 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 partition fences shall be constructed of masonry block. The block and mortar color shall be buff. To account for variations between manufacturers, the architectural control committee must approve the block. Courtyard fences must be constructed behind the front and side street setbacks and be constructed to match the home.

Any and all fences, columns, posts, or pilasters built within twenty (20) feet of the front property line, bordering Casa Bonita street shall be constructed of eight (8) inch split face masonry block, buff in color, or of masonry materials that match the architecture of the home.

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 Sucños Unit 4, which borders Desert Lakes Road and for thirty (30) feet northward along Casa Bonita street.

The homebuilder shall be responsible for construction of a concrete sidewalk (4) four feet in width, adjacent to the curb, for the full length of the curb adjacent to the lot. The homebuilder shall also construct necessary driveway pads as required by the City of Alamogordo. The curbs in Tierra de Sueños Unit Four shall be standup curbs, therefore city curb cut requirements must be adhered to when performing curb cuts for driveways.

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. The front yard landscaping will contain at least six hundred (600) square feet of grass or other live, green ground cover such as ice plants or hearts and flowers . The homebuilder or owner shall plant at least one 2-inch caliper shade tree in the front of the lot. Rural newspaper delivery boxes are prohibited.

C-3. DWELLING COST, QUALITY AND SIZE. No home shall be permitted on any lot at a cost of less than one hundred fifty thousand (150,000) 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 five hundred (2500) square feet of heated or living area. On pre-approved multi-story homes, the ground floor of the main structure, inclusive of one-story open porches and attached garages, shall contain not less than three thousand (3000) square feet. The home shall have an attached garage for not less than two (2) cars and not more than three (3) 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 variances.

All sloped roofs, which are visible from the street or adjacent properties, shall be cement barrel tile, architectural grade shingles, or wood shakes. Standing seam or corrugated 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.

All other buildings, sheds, detached garages etc. shall match the dwelling in architecture, materials and appearance. Garage doors may not exceed eight (8) feet in height.

Geodesic dome construction is not allowed.

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 ten (10) feet from either side property line. Buildings on lots one (1) and eight (8) shall be no closer to Desert Lakes Road than thirty-five (35) feet. 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 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 it 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.

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 sued 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. 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 the front of the home. No recreational vehicle shall be parked or stored on any street within or adjacent to the subdivision.

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

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 officers of Tierra de Sueños Inc..

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 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 7 day of June, 2001, _____.

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 7th day of June, by Tommy L. French, President of Tierra de Sueños Inc., a New Mexico Corporation, for and on behalf of said corporation.

Portia C Marshall
Notary Public

My Commission Expires:

12-14-02

STATE OF NEW MEXICO } S.S.
OTERO COUNTY

FILED FOR RECORD IN MY OFFICE
This 15 day of June 20 01
At 11:10 o'clock A M and duly recorded
in Book No. 986 Page 162-168
The records of Otero County, New Mexico
Mary D. Quintana
County Clerk, Otero County, New Mexico
By Chris Jenski Deputy

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