RESTRICTIVE COVENANTS
OF
TIERRA DEL SOL SUBDIVISION

DENRAY LAND CORPORATION, being the owner of all of the following described premises situated within the County of Otero, State of New Mexico, to wit:

> Northwest 1/4 of Section 13, Township 17 South, Range 9 East, N.M.P.M.
>
> Subject to reservation of mineral rights to C. A. McNatt as shown in that certain deed recorded in Book 350 Page 208 of the Records of Otero County, New Mexico.
>
> Subject to a utility easement to Otero County Electric Corporation, Inc., Recorded in Book 164 Page 480 of the Records of Otero County, New Mexico.
>
> Subject to the right of way for highway in the favor of the County of Otero, State of New Mexico, recorded in Book 107 Pages 167, 169 and 171 of the Records of Otero County, New Mexico.

to be known as TIERRA DEL SOL SUBDIVISION, has established a general plan for the improvement and development of such premises, and does hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof. Each and every one of these covenants, conditions, reservations, and restrictions is, and all are, for the benefit of each owner of land in said subdivision, or any interest therein, and shall emure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, reservations, conditions, and restrictions are, and each is, imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof, to wit:

1. Architectural Control Committee. All plans for the construction of private roads and driveways and all building plans for any building, fence, corral, wall, or structure to be erected upon any lot and the proposed location thereupon any lot, and any changes after approval thereof of any remodeling, reconstruction, alteration, or addition to any building, road, driveway, or other structure upon any lot in such premises shall require the approval in writing of the Architectural Control Committee as to the quality of workmanship, material, harmony of external design with existing structures or planned structures which have been previously approved by the Architectural Control Committee within the subdivision and for approval as to location with respect to lot lines, topography, and finish grade elevations and roadways. Initially, the Architectural Control Committee shall be composed of Denny L. O'Hara, W. L. Collins, George Brockett, and Raymond Walker, or such other persons, or successors to such named persons, as shall be named members of the Committee by DENRAY Land Corporation.

2. Residential Use. Such lot and each and every one thereof are for single-family residential purposes only. All residences shall be of a new, permanent type and quality, constructed on site. No improvement of structure whatever, other than the first class private dwelling house, patio walls, swimming pool, corrals, garage, and customary outbuildings may be erected, placed, or maintained on any lot. One lot as shown on said subdivision map shall be the minimum building area upon which a single-family residence and the usual outbuildings may be constructed. One or more lots may be utilized as a single building plot.

3. Main Residence Area. The ground floor area of the main building shall not be less than 1500 square feet of heated area, and the ground floor level under roof shall not be less than 2000 square feet or its substantial equivalent. No residence shall be more than two stories in height above

ground.

4. Construction. When the construction of any building is once begun, work thereupon must be prosecuted diligently and must be completed within a reasonable time. No shacks or temporary buildings shall be permitted upon any lot. A trailer or temporary storage may be used during the period of construction not to exceed one year. In no event shall any trailer or temporary storage structure be left on the land after the expiration of the one year period. No dwelling shall be occupied until its construction is completed.

5. Walling and Antennae. All garbage cans, equipment, wood piles, or storage piles shall be walled in to conceal them from the view of neighboring lots, roads, or streets. Plans for enclosures of this nature must be approved by the Architectural Control Committee. No television antenna shall extend higher than the roof of any structure, and all antennae shall be subject to approval of the Architectural Control Committee prior to installation.

6. Animals. The owner or lawful possessor of any lands shall be permitted to maintain horses upon the premises for recreational and pleasure purposes only; and dogs, cats, domestic fowl, cattle, and sheep may be maintained upon said premises for household, residential, and non-commercial uses only. Provided, all such animals must be properly fenced, caged, or restrained from trespassing upon other premises. No commercial use or benefit may be enjoyed by the owner or any other person from the maintenance of these animals upon the premises. Any exterior structure used to confine any animal kept or maintained upon the premises must be approved by the Architectural Control Committee. In no event shall any swine or goats be kept or maintained upon said premises for any purposes.

7. Nuisances. No lots shall be used in whole or in part for the

storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept out upon any lot that would emit foul or noxious odors or that would cause noise that will or might disturb the peace, quiet, and comfort or serenity of the occupants of surrounding property or would otherwise frustrate or impede the general plan of development expressed in the covenant establishing the Architectural Control Committee.

8. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any lot or improvement thereof except that a discreet and unobtrusive name and address sign of modest dimensions may be placed on each residential lot. Nothing herein shall be construed to prevent DENRAY Land Corporation, its successors and assigns, from erecting, placing, or maintaining sign structures and offices as may be deemed necessary by it for the operation of the subdivision.

9. Filling and Removing. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. No rock, gravel, or earth shall be excavated or removed from any property for commercial purposes.

10. Sewage Facilities. Outhouses and cesspools are strictly prohibited. All sewage facilities shall consist of septic tanks which shall be located and constructed only in accordance with the rules and regulations of those governmental agencies having jurisdiction over the construction of sewage facilities.

11. Firearms. No firearms of any type or kind shall be discharged by any owner, person in possession, or invitees of the same within the confines of the subdivision.

12. Use of Premises Contrary to Law. No premises shall be

constructed, improved, or maintained in any manner or for any purpose contrary to law or to lawful regulation of any governmental agency.

13. Remedies for Violations. For a violation or a breach of any of these covenants, reservations, conditions, and restrictions by any person claiming by, through, or under the subdivider, or by virtue of any judicial proceedings, the subdivider, and the lot owners, or any of them individually or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. Such person or persons so proceeding shall be entitled to its, his, or her attorney's fees and costs. The failure promptly to enforce any of the covenants, reservations, conditions, and restrictions shall not bar their subsequent enforcement. The invalidation of any one or more of the covenants, reservations, conditions, and restrictions by any Court of competent jurisdiction in no way shall affect the right of any of the other covenants, reservations, conditions, and restrictions, but those not so invalidated shall remain in full force and effect.

14. Division of Lots or Tracts. No single lot or tract as shown on the subdivision map shall be re-subdivided.

15. Duration of Restrictive Covenants. The restrictive covenants herein shall remain in full force and effect for a period of twenty years from date. Said restrictions shall thereafter continue for successive twenty year periods except that at any time such restrictions may be amended, in whole or in part, by the owners of three-fourths or more of the acreage within said subdivision. Provided, however, if such term or succession of terms shall violate the rule against perpetuities, then in that event such terms shall be reduced to that period of time which shall comply with such rule.

IN WITNESS WHEREOF, DENRAY Land Corporation has caused this instrument to be executed by its duly authorized officer and its corporate

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seal to be hereunto affixed this 15 day of August, 1975.

DENRAY LAND CORPORATION

By: George Brockett
President

ATTEST:

W. L. Collins
Secretary

(corporate seal)

STATE OF NEW MEXICO } ss.
OTERO COUNTY }
FILED FOR RECORD IN MY OFFICE
18 day of December 1975
At 8:30 o'clock A M. and duly recorded
423 Page 929-34
of Otero County, New Mexico
Frankie Dean
County Clerk, Otero County, New Mexico
By Carol Clark Deputy

OTERO COUNTY

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