

* Working Copy of TMEPOA Covenants

AMENDMENT TO SUBSTITUTION

OF

RESTRICTIVE COVENANTS

OF

THUNDER MOUNTAIN ESTATES SANTA FE COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on July 15, 1983, Substitution Restrictive Covenants of Thunder Mountain Estates were recorded in the Office of the County Clerk, Santa -Fe County, New Mexico in book 466, page 753; and

WHEREAS, it is the desire of the undersigned owners of said subdivision that said Substitution of Restrictive Covenants be cancelled and held for naught.

THEREFORE, said Substitution of Restrictive Covenants are hereby superseded and replaced by the Amended Restrictive Covenants attached hereto.

* This working copy of our Covenants is a compilation of the existing TMEPOA Covenants with substitutions and amendments made. They are not a legal document and are not filed or recorded. They are only for more easily understanding our covenants. We recommend reading our recorded covenants as well.

AMENDMENT TO SUBSTITUTION OF
RESTRICTIVE COVENANTS OF
THUNDER MOUNTAIN ESTATES ,
Santa Fe County, New Mexico

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED, Thunder Mountain Estates, Inc., a New Mexico Corporation the owner of the Southeast one- quarter and the South one-half of the northeast one-quarter, Section 18, Township 10 North, Range 7 East, N.M.P.M., Santa Fe County, New Mexico, the same being the real property now duly platted as Thunder Mountain Subdivision as shown by the plat thereof filed in the office of the County Clerk and Recorder of Santa Fe County, New Mexico, on the 1st day of November 1982;

HEREBY MAKES THE FOLLOWING DECLARATION as to limitations, restrictions and uses to which the lots and/or tracts constituting said Subdivision may be put,

HEREBY SPECIFYING that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them and for the benefit of and limitations upon all future owners in said Subdivision, this declaration of restrictions being designed for the purpose of keeping said Subdivision desirable, uniform and suitable in architectural design and use as herein specified, whether or not the same are embodied in the conveyance or other instrument affecting title thereto.

A. General


1. Residential Use. All lots on THUNDER MOUNTAIN ESTATES SUBDIVISION are limited to residential use and no lot within the subdivision shall be further subdivided.
2. One Residence. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling with a private garage, guest house, livestock shelter and garden structure such as is ordinarily used in connection with the single family residence. Such dwelling shall be used as a private residence only. This provision shall not prevent the combination of two adjoining lots for one single family dwelling.
3. Types of Residences. (Single family dwelling)
 - a. Custom built with attached or detached garage design and built according to the uniform building code.
 - b. Restricted lots for different sizes of residences
 1. 1250 SF Minimum Gross Area Residence will be allowed on Lots 1 thru 6 Block 4 – facing Dinkle Road; Lots 24 & 25 Block 1 – facing Dinkle Road; Tract B – facing Dinkle Road; Lots 1 thru 23 Block 1; Lots 21 thru 37 Block 2; Lots 1 thru 4 Block 5A.
 2. 1700 SF Minimum Gross Area Residence will be allowed on Lots 1 thru 10 Block 3, Lots 15 thru 20 Block 2; Lot 21 Block 3.
 3. 2000 SF Minimum Gross Area Residence will be allowed on Lots 1 thru 14; Lots 11 thru 25 Block 3; Lots 38, 39, 40 on Block 2.
 - c. Special Fence Design for All Lots fronting Dinkle Road at Thunder Mountain Estates.

1. Fencing for unsold lots fronting Dinkle Road shall be built to match the existing fencing fronting Dinkle Road.





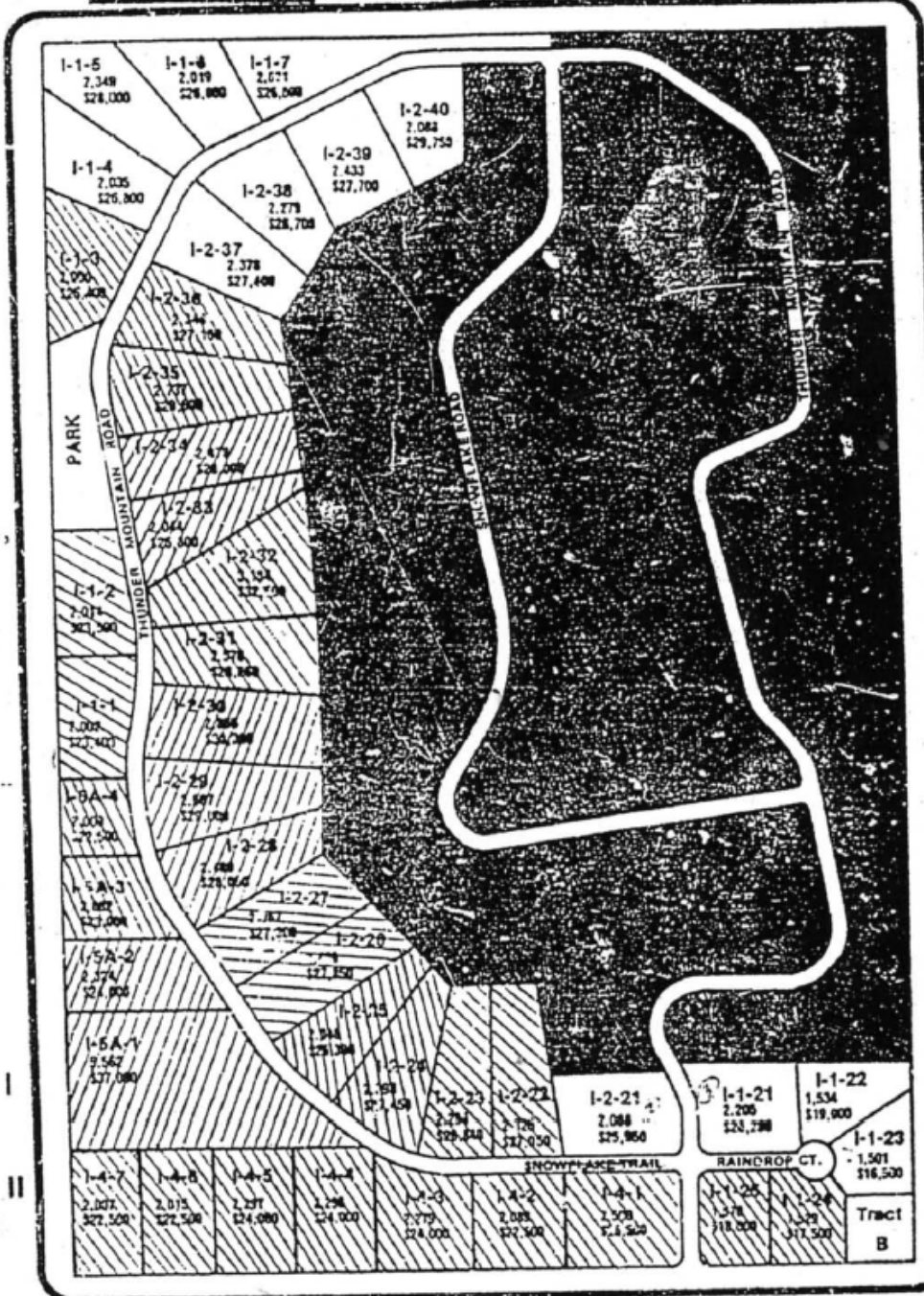
I-40 East - 16 miles from Albuquerque City Limits
 - 25 minutes from downtown Albuquerque.

(Take the Sedillo Exit 181 - follow signs)

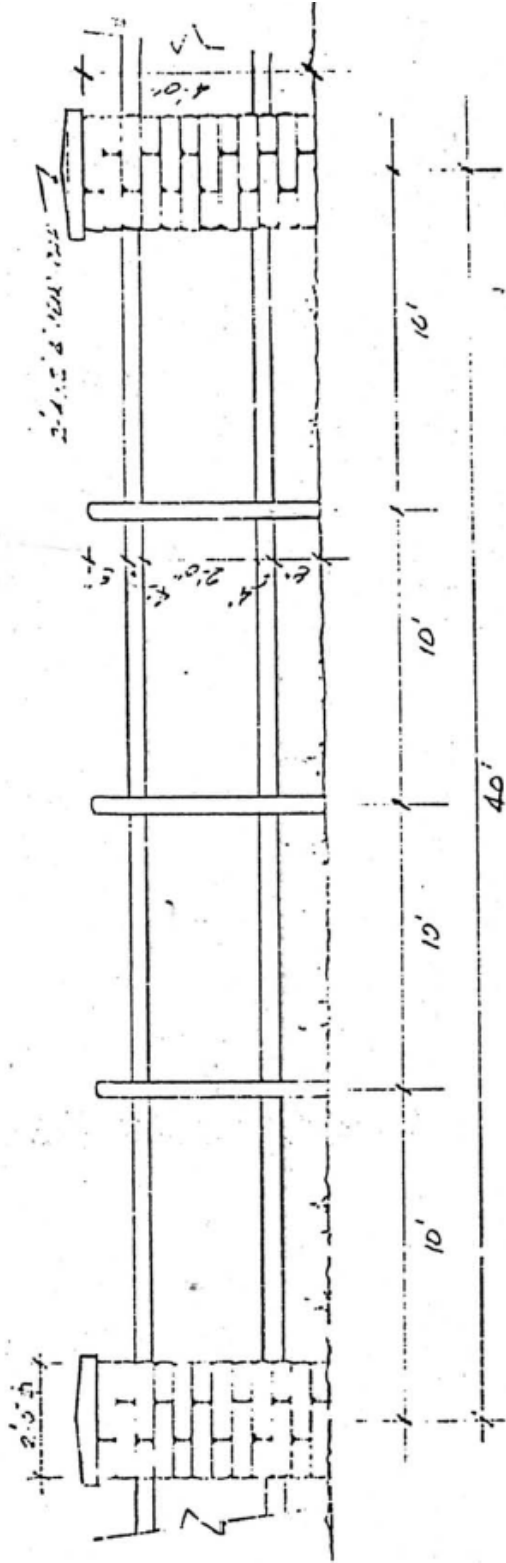
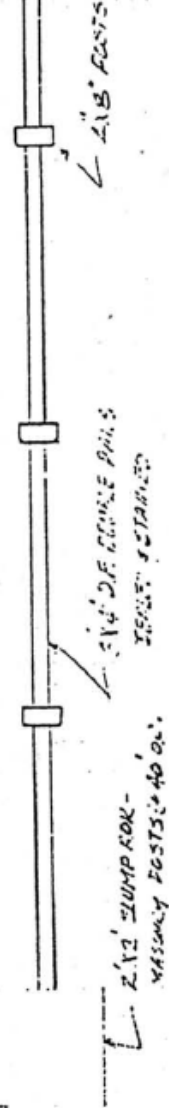

 D.V. HOMES
 MODULAR
 HOMES



PHASE I

 PHASE II




636674



ELEVATION - TYPICAL FENCE FOR LOTS
FRONTING DINGLE LANE AT
THUNDER MOUNTAIN ESTATES

4. Minimum Square Footage. The minimum allowed areas for residences are defined more specifically in Section 3 above. The construction of the exterior of all buildings shall be finished within one (1) year from start on construction.
5. Set-Backs. No building or structure shall be located on any lot nearer than fifty (50) feet to the front lot- line, or twenty-five (25) feet to a side lot-line, and twenty-five (25) feet to a rear lot-line.
6. Temporary Residences. No trailer, single wide mobile home, basement, tent, shack, garage, barn or other outbuildings shall at any time be used as a residence; nor shall any residence of temporary character be erected or permitted to remain, except during construction period, and then not to exceed a period of up to 180 days in length.
7. Approval of Plans. No permanent or temporary building, structure, barn, corral, fence, etc., shall be erected on any lot until the construction plans, specifications, landscaping plans and plot plans have been approved by the Thunder Mountain Property Owners Association (the "Association"), so as to provide for the harmony of external design with existing structures, existing surface materials and as to the location with respect to topography and elevation and prevent improper construction. All requests for approval shall be in writing and delivered to the registered address of the Association. If the Association fails to approve or disapprove of the plans and specifications within thirty (30) days after submission of all of the information required thereby, then such approval shall be deemed to have been received as to the matter submitted, provided, that in no event shall the failure of the Association to approve or disapprove the plans or specifications be considered a waiver as to the remaining covenants herein contained.

8. Lot Storage. No building materials of any kind shall be placed or stored upon any lot except during actual bonafide construction, and then such material shall be placed within the property lines of the lot on which the improvements are to be erected, and after one (1) year from the beginning of construction, shall be removed or be kept within the residence.
9. Old Buildings. No old or second-hand building shall be moved to any lot in the Subdivision without the approval of the Association and no second-hand materials shall be used on the construction of any building thereon. No residence of any kind of what is commonly known as "boxed" or "sheet metal" construction shall be built in said Subdivision unless the same shall be covered on all of its outside walls with stucco, brick, stone or other wood veneer materials.
10. Liquid Waste: All liquid waste facilities must be constructed in accordance with County, State and/or Federal requirement as applicable. Plans for liquid waste systems must be submitted to the Developers and must outline adequate facilities to dispose of liquid waste without detrimental environmental effect. No dumping of cleaning substances will be allowed within the subdivision. Liquid waste in excess of normal household quantity shall be subject to special consideration and certain permits may be required.
11. Dumping. No lot shall be used as a dumping ground. Rubbish, trash, garbage, and other waste shall be kept in sanitary. If solid waste pick-up service is offered by the owner of the subdivision or other parties, Purchaser shall utilize said service and supply its property with garbage can of not less than twenty (20) gallons, in capacity, together with a cover. Solid waste shall not be allowed to accumulate so as to create a nuisance or an eyesore within the subdivision. During the construction of improvements, all trash shall

be removed by the lot owner to an approved County Dump site. The Developer reserves the right to levy a fine and/or order removal of any unsightly material at the owner's expense.

12. Association Membership.

- a. Every person who is an owner of any lot in the Subdivision shall automatically be a member of the Association.
- b. Dues and Assessments. Dues and assessment shall be levied by the Association in accordance with the Association By-Laws.
- c. Voting. Every member of the Association shall be entitled to vote in accordance with the Association By-laws.

13. Walls and Fences. Retaining walls shall be party walls placed on the common property link between any two lots and shall not be removed by either lot owner without the written consent of the Association. Except for required retaining walls, the following requirements shall be applied to said fences or walls.

- a. No fence shall be constructed from chicken wire;
- b. No fence or wall may be erected, placed, altered, relocated, or removed without the written consent of the Association
- c. Fences or walls, if constructed, must conform to the code requirements imposed by the Association so as to maintain the uniformity of appearance of the Subdivision.
- d. No wall or fence of solid construction is to encompass any lot in the Subdivision except for garden or yard areas and in such event, are not to exceed twenty percent (20%) of the perimeter of the lot.

14. Nuisances. No noxious or offensive activity can be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the residents of the Subdivision. This provision shall be liberally construed to include activities which are offensive to reasonable persons, such as the disposal or retention of trash, retention of junked vehicles, carrying on of loud activities, the conduct of any activity which produces interference to ordinary TV reception such as improperly tuned HAM or CB reception or transmission stations, etc. No signs or other advertising shall be displayed on any lot unless first approved in writing by the Association, provided however, that any owner may, without such prior approval erect one sign of not more than 3 x 5 feet advertising the lot for sale or rent.
15. Garage Sales. Garage and yard sales should not exceed more than two sales at a given lot during any twelve month period, and the duration of said sales shall not exceed three consecutive days.
16. Antenna. Antenna for any purpose shall not exceed forty (40) feet in height.
17. Tanks. Tanks for Butane or water storage must conform to state regulations and will be located so as to not detract from the appearance of the lot.
18. Burning. No brush, trash or other materials shall be burned on any lot.
19. Woodcutting. Woodcutting will only be permitted for the purpose of construction of driveways, residential structures and barns with minimum corral areas. All other woodcutting is prohibited without the express written consent of the Association.

20. Oil and Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on 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.

21. Utility Easements. Perpetual easements are reserved over and across the lots in the subdivision for the purpose of installing, repairing, and maintaining or conveying to proper parties so that they may install, repair, and maintain electric power, water sewage, gas telephone, and similar utility facilities and services, for all the lots and properties in the subdivision as follows:

All easements shown on the recorded plat of the subdivision are adopted as part of these restrictions; and in instances in which surrounding terrain may necessitate the location of lines outside the precise areas designate as easement areas, access may be had at all reasonable times thereto, for maintenance, repair, and replacement purposes, without the lot owner entitled to any compensation or redress by reason of the fact that such maintenance, repair or replacement work has proceeded. The easements reserved and dedicated under the terms and provisions hereof shall be for the general benefit of the subdivision and any other land owned or acquired by Developers in the vicinity thereof, and shall also insure to the benefit of and may be used by any public or private utility without the necessity of any further grant of such easement rights to such utility.

22. Animals. No livestock, except household pets or riding horses, shall be kept on the premises, and under no condition shall any chicken or other poultry be kept on said premises. In no case will a nuisance of any type be maintained on any lot. Horses will be

limited to two (2) per lot and kept in corrals. No grazing shall be permitted on any lot.

Horses will have to be fed in the corral in a fashion to maintain a healthy animal. Corrals must be of sound construction not to exceed 30' x 30' in size, nor located nearer than 25 feet to any lot line.

23. Solar Energy. The owners of each lot shall have the right to the use and enjoyment of radiant energy from the sun which naturally impinges on their lot(s) and neither grantor nor any lot owner shall in any way obstruct or interfere with the path of natural radiation from the sun to any adjacent lot. No vegetation, structure, fixture, or other object shall be so situated that it casts a shadow at a distance greater than twenty (20) feet, or 6.1 meters across any property line on December 21, between the hours of 9:00 a.m. and 3:00 p. m. Standard Time, provided that this restriction does not apply to utility wires and similar objects which obstruct light and which are needed for light and which are needed and situated for reasonable use of the property in a manner consistent with other covenants, the landowners within the development recognize the desirability of creating and maintaining a common plan to ensure access for direct sunlight on all parcels within the development for public health, aesthetic and other purposes, and specifically including access to sunlight for solar energy collectors.

24. Unsightly Storage. If open carports are used, no unsightly storage shall be permitted therein that is visible from the street or adjacent lots. No boats, trucks, or unsightly vehicles shall be stored or kept for the purpose of repair on any lot or easement except in enclosed garages or storage facilities protected from the view of the public or other residents of the subdivision. There shall be no outside storage of any truck larger than two ton, trailer, camper or boat, except that such may be stored outside provided they do

not exceed nine (9) feet in height. No washing machine, freezer, machinery, nor any tools or other objects which can be construed as detracting from the appearance of the lot shall be exposed, but shall be placed in a suitably roofed and closed building of suitable material only. No cars or vehicles without current licenses shall be stored or permitted on the premises. No person shall permit any vehicle to remain on his property in an inoperative condition for longer than thirty (30) day, nor shall any person keep or permit to be kept vehicle part on this property that are not within a garage or other structure on his property. No stripped-down, partially wrecked or junk motor vehicles of any kind or description or sizeable part thereof, shall be permitted to be parked on any street or on any parcel or lot within the property without being garaged. It shall be unlawful for anyone to store junk or old tires on any lot. Junk is defined as anything that is regarded as discarded material, metal, paper, rags or anything obnoxious, of no use, trashy or unsightly.

25. Driveway Culverts. All driveways to all lots in this subdivision shall be entered only from the streets dedicated in this Subdivision and from Dinkle Road, and each property owner shall provide at least a 15" culvert at his driveway in conformance with County specifications. All driveways and private roads shall be surfaced by lot owners and maintained surface treatment to prevent dust, and maintained so as to reduce erosion and eliminate unsightly conditions. All grading will be done on accordance with the Santa Fe County Land Subdivision Regulations.

26. Building Replacement. Any dwelling or outbuilding on any parcel which may be destroyed in whole or in part, by fire, wind storm, or for any cause or act of God, must be

rebuilt or all debris removed and the parcel restored to a slightly condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than sixty(60) days.

27. The Association.

- a. The Association was incorporated as a non- profit corporation with Articles of Incorporation, By -Laws and organizational minutes. The Association was incorporated as Thunder Mountain Estates Property Owners Association on August 2, 1979. Every person who is an owner of any lot in the Subdivision shall automatically be a member of the Association. The current officers are: Eric D. Jones, President; Richard Kifer, Vice - President; Bill Shuert, 2nd Vice-President; Emmet Wilson, Secretary; Linda Shoemaker, Treasurer. The Association address is: Thunder Mountain Estates Property Owners Association, P.O. Box 372, Edgewood, NM 87015.
- b. Variances. The Association shall have the authority, on a case by case basis, to allow variances from requirements herein contained, where strict adherence to a requirement would create a hardship on lot owners or where a requirement cannot reasonably be met due to topography, location or shape of a particular lot.

28. Duration. These Restrictive Covenants shall run with, and bind the land, and shall inure to the benefit of and be enforceable by the Association for the Owner of any lot subject to these Restrictive Covenants, the respective legal representatives, heirs, successors and assigns until June 1, 2032, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of two-thirds (2/3) of the lots in the Subdivision has been recorded which expressly terminates the operation of these Restrictive Covenants.

29. Amendments. These Restrictive Covenants may be amended by the vote of the majority of the then owners of lots subject to these Restrictive Covenants.

30. Severability. Invalidation of any one of these Restrictive Covenants by judgement or court order shall in no way effect any of the other provisions, which shall remain in full force and effect. The failure to enforce any of these restrictions herein contained shall in

no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequent thereto.

31. Sales Office and Maintenance Yard for Developer. Tract B of the Subdivision shall be dedicated for the use of the developer for locating a sales office and a maintenance shop and yard.