

SUBSTITUTION
OF
RESTRICTIVE COVENANTS
OF
THUNDER MOUNTAIN ESTATES
SANTA FE COUNTY, NEW MEXICO

signed
6/10/1983
recorded
7/15/1983

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on January 27, 1983, Restrictive Covenants of Thunder Mountain Estates were recorded in the Office of the County Clerk, Santa Fe County, New Mexico in book 455, page 648; and

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

THEREFORE, said Restrictive Covenants are hereby superseded and replaced by the Restrictive Covenants attached hereto.

COUNTY OF SANTA FE)
STATE OF NEW MEXICO)

I hereby certify that this instrument was filed for record on the 15 day of July, A.D., at 11:12 o'clock 11 a.m., and was duly recorded in book 466 page 752 of the records of Santa Fe County.

Witness my Hand and Seal of Office
ANGIE VICIL PEREZ

County Clerk, Santa Fe County, N.M.

Janice Raybal
Deputy



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 of 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 ESTATES 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 the title thereto.

A. General

1. Residential Use. All lots in 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 and garden structure, such as is ordinarily used in connection with the single family residence.

3. Minimum Square Footage. The ground floor area of the main structure, exclusive of porches and garages, shall be not less than 1,000 square feet. The construction of the exterior of all buildings shall be finished within one year from the start of construction.

4. 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.

5. Temporary Residences. No trailer, 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.

6. 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.

7. Old Buildings. No old or second-hand buildings 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 veneer material.

8. Utilities. No outdoor type toilet shall be erected or maintained, and all liquid disposal facilities and water distribution systems will be of a type approved by the New Mexico Environmental Improvement Division. All electrical, plumbing and building work shall conform to the applicable codes of Santa Fe County and the State of New Mexico. Liquid disposal and water distribution systems, if provided by the Owner of the Subdivision, shall be utilized together with the Purchaser.

9. Solid Waste Disposal. If solid waste pick-up service is offered by the Owner of the Subdivision or other parties, Purchaser shall utilize said service and shall supply its property with a

garbage can of at least twenty (20) gallons in capacity, together with cover.

10. Association Dues and Assessments. Every person who is an owner of any lot in the Subdivision shall automatically be a member of the Association, and shall be entitled to one vote for each lot owned in the Subdivision. The Developer will be considered to be an owner of a lot, and shall be entitled to vote in the Association. (See paragraph 22 for further information.)

11. Walls and Fences. Retaining walls shall be party walls placed on the common property line 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 shall be erected or allowed to remain nearer the street than the set-back line;

c. No fence or wall may be erected, placed, altered, relocated, or removed without the express written consent of the Association.

d. 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.

e. 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.

12. 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.

13. 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.

14. Antenna. Antenna for any purpose shall not exceed forty (40) feet in height.

15. 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.

16. Burning. No brush, trash or other materials shall be burned on any lot.

17. 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.

18. 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 per-

mitted upon an lot.

19. Utility Easements. The Owner of the land hereby reserves a right-of-way easement across the property for the installation of water lines and public utilities, construction of which shall be done in a manner so as not to detract from the aesthetic value of the property.

20. Animals. No animals or any poultry of any kind shall be kept or raised on said lots, except household pets, not to exceed four in number, and not more than two horses per one and one-half acre, and not more than one cow per lot. Animals shall be so controlled that they cannot graze on any other lot and animal barns shall be of sound construction and good design. All animals should be under the control of the lot owner at all times. Lot owners shall prevent the animal in any way becoming a nuisance either from noises created by the animal, odors, or any other practice or conduct which may create a nuisance. In no event may any animals or poultry be kept for commercial purposes.

21. 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 or 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.

22. The Association.

a. Every person who is an Owner of any lot in the Subdivision shall automatically be a member of the Association and shall be entitled to one vote for each lot owned in the Subdivision. The Developer will be considered to be an Owner of a lot and be entitled to vote in the Association.

b. The Association shall have the power to authorize, on a case by case basis, variances from the requirements herein contained, in cases where strict adherence to the requirements would operate to work a hardship on lot Owners or where the requirements cannot be reasonably met due to the topography, location or shape of a particular lot.

c. The Association is to be incorporated as a non-profit corporation with Articles of Incorporation, By-laws and organizational minutes. The Association is to be formed within thirty (30) days or before December 15, 1982.

23. 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 each 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.

24. Amendments. These Restrictive Covenants may be amended

by the vote of the majority of the then owners of lots subject to these Restrictive Covenants.

25. Severability. Invalidation of any one of these Restrictive Covenants by judgment 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.

IN WITNESS WHEREOF, the President and Secretary of Thunder Mountain Estates, Inc. have set their hands this
10th day of June, 1983.

THUNDER MOUNTAIN ESTATES, INC.

BY: 
 Robert Cardenas - President

BY: 
 Robert A. Cardenas - Secretary/
 Treasurer

