

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THEREFORE, said Substitution of Restrictive Covenants are hereby superseded and replaced by the Amended Restrictive Covenants attached hereto.

AMENDMENT TO  
SUBSTITUTION OF  
RESTRICTIVE COVENANTS  
OF

636670

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 THUNDERMOUNTAIN 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 designed and built according to the uniform building code. 1250 SF Min. area

b. Double section manufactured home with attached or detached garage or carport constructed on site. This type of home shall be placed on a permanent concrete or block foundation meeting all state codes and F H A standards. In addition this type of home shall have a front porch with a minimum area of 60 square feet. This type of home shall meet the National Mobile Home Construction and Safety Standards Act of 1974, 42 U.S.C. 5401 et seq., as amended.

c. Modular Home with attached or detached garage or carport constructed on site. This type of home shall be placed on a permanent concrete or block foundation meeting all state codes and F H A standards. In addition it shall have a front porch with a minimum area of 60 square feet. This type of home shall meet the uniform building code.

The following minimum standards are required to be met for manufactured and modular homes to be located in this subdivision:

size: 1250 square feet

width: 26 feet

roof pitch: 4/12, 3 $\frac{1}{2}$ /12

roof shingles: 235 lb self-sealing

exterior wall finish: 3/4" stucco, 71-11 Plywood siding; 8" Cedar Lap siding; Masonry; Log siding.

interior wall finish: 1/2" sheet rock textured

3-1 Restricted Lots for Types of Residences:

a. Custom built homes will be allowed on all lots of the subdivision.

b. Double section manufactured homes and modular homes as specified herein will be allowed only on the following lots: Lots No's 1 thru 7 Blk 4; Lots 24 & 25 Blk 1; Lots 1 thru 4, Blk 5A; Lots 1 thru 3, Blk 1; Lots 22 thru 36, Blk 2. See attached Lot location layout-cross hatched lots designated for manufactured & modular homes.

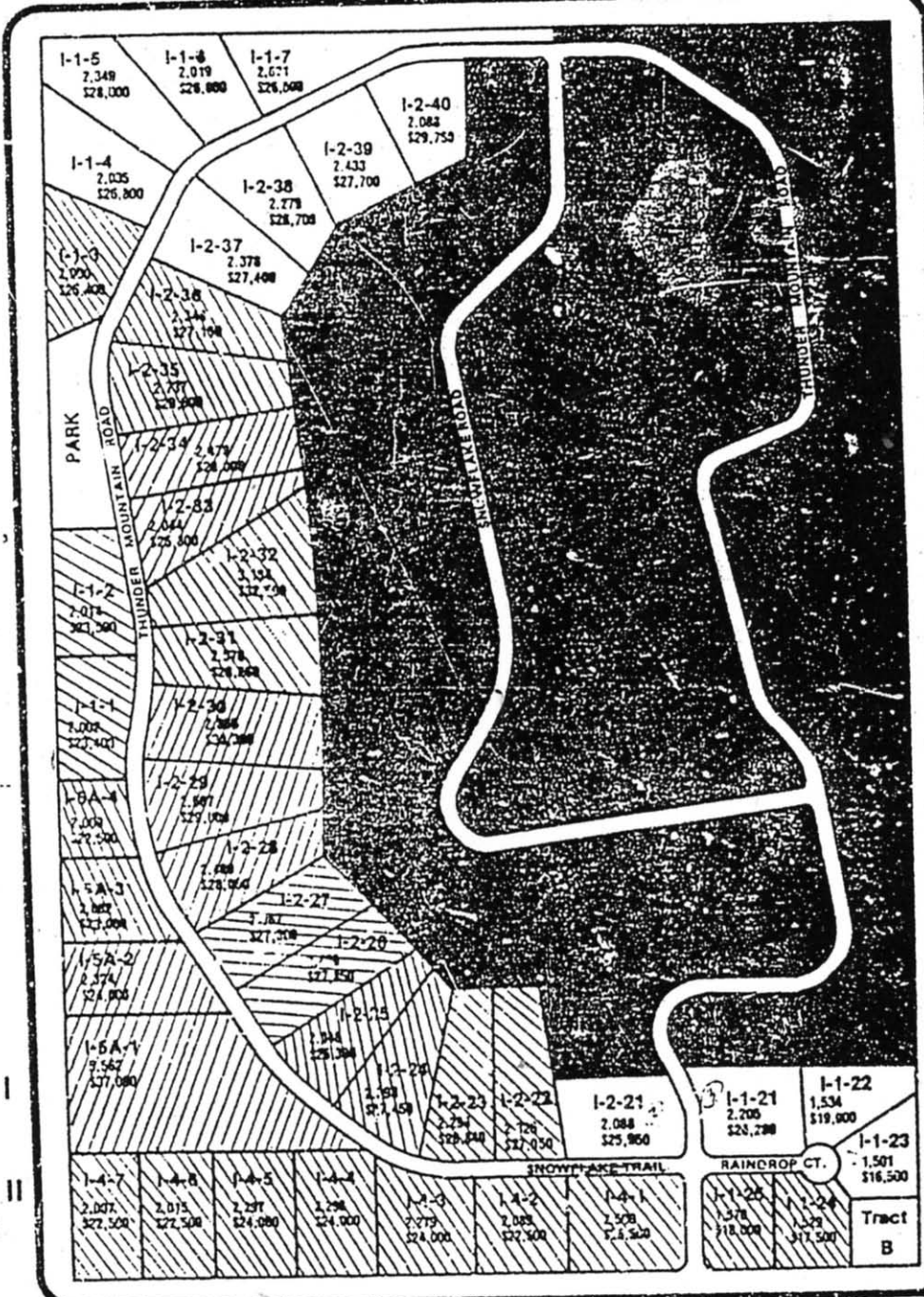
c. Tract 'B' is designated for the usage of Thunder Mountain water Co. as a storage & equipment area.



3-2 Special Fence Design For All Lots Fronting Dinkle Road at Thunder Mountain Estates

a. The special fence as per the attached drawing shall be built by the developer and the cost will be assessed to the Lot owner as a separate cost when the lot is sold. Payment shall be made at closing.

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

(Take the Sedillo Exit 181 - follow signs)



 D.V. HOMES  
 MODERN HOMES



PHASE I



PHASE II

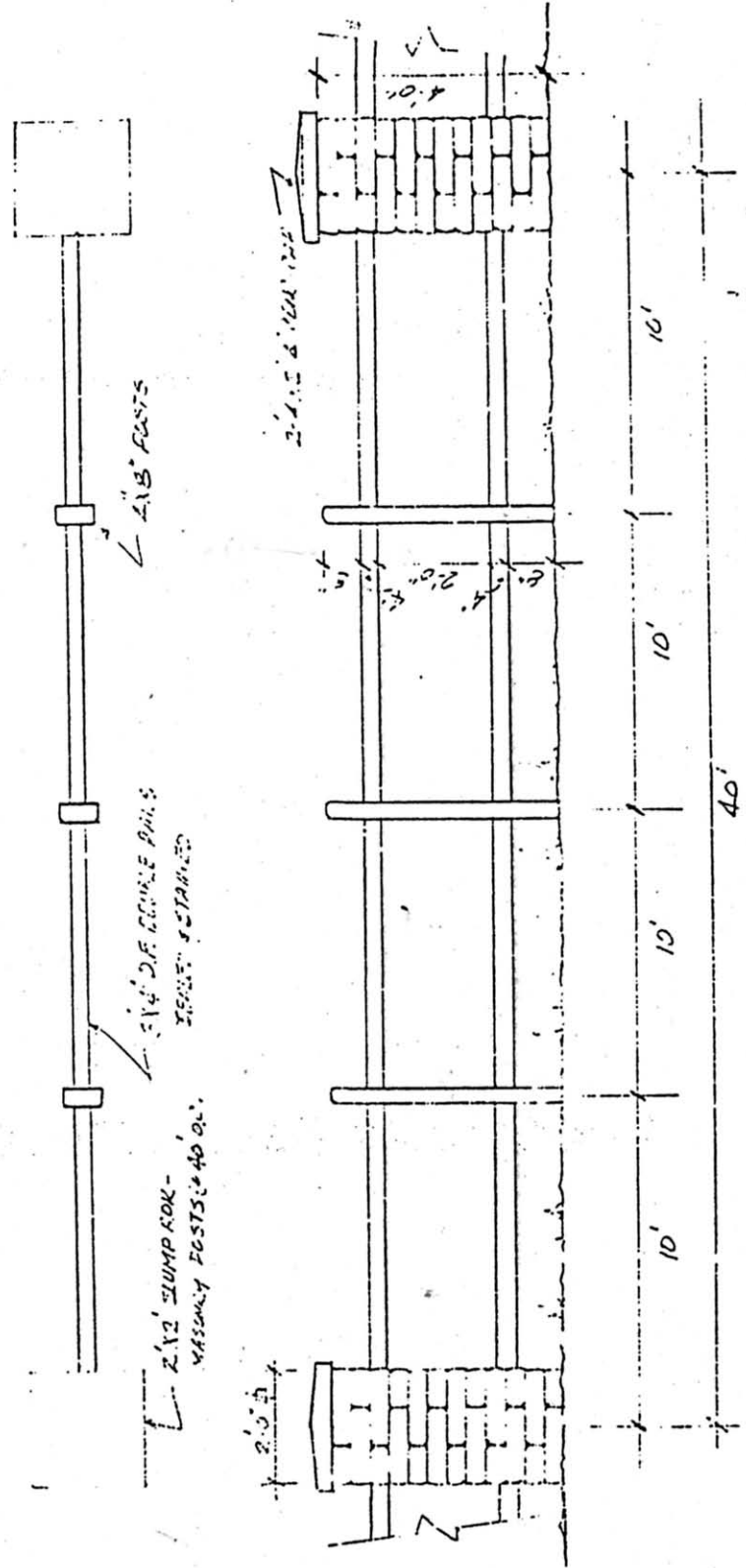


I-1-21	2,200	\$28,200
I-1-22	1,534	\$19,000
I-1-23	1,501	\$16,500
I-1-25	1,578	\$18,000
I-1-24	1,529	\$17,500
Tract B		

SNOWFLAKE TRAIL

RAINDROP CT.

Tract B



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

4. Minimum Square Footage. The ground floor area of the main structure, exclusive of porches and garages, shall be not less than 1250 square feet. The construction of the exterior of all building shall be finished within one year from the start of 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 material.

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 will 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 containers. 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 a 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 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 27 for further information)

13. 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 to 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.

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 designated 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. Unightly Storage. If open carports are used, no unightly storage shall be permitted therein that is visible from the street or adjacent lots. No boats, trucks, or unightly 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

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vehicle to remain on his property in an inoperative condition for longer than thirty (30) days, nor shall any person keep or permit to be kept vehicle parts 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, windstorm, or for any cause or act of God, must be rebuilt or all debris removed and the parcel restored to a sightly condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than sixty (60) days.

27. 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 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. The current officers are Robert Cardenas, President, Elizabeth B. Cardenas, Vice President, Edward P. Cardenas, Secretary Treasurer.

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 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.

31. Sales office & maintenance yard for Developer. Tract B of the subdivision will be dedicated for the use of the developer for locating a sales office and a maintenance shop and yard.

IN WITNESS WHEREOF, the President and Secretary of  
 Thunder Mountain Estates, Inc. have set their hands this  
 6th day of December, 1988.

626892

THUNDER MOUNTAIN ESTATES, INC.

BY: *Robert Cardenas*  
 Robert Cardenas - President

BY: *Edward P. Cardenas*  
 Edward P. Cardenas - Secretary  
 Treasurer

STATE OF NEW MEXICO )  
 ) SS.  
 COUNTY OF BERNALILLO )

SUBSCRIBED AND SWORN TO before me this 6th day of  
 December, 1988, by Robert Cardenas  
 as President of Thunder Mountain Estates, Inc., a New Mexico  
 Corporation on behalf of said Corporation.

*Erwin L. Edl*  
 Notary Public



OFFICIAL SEAL  
 ERWIN L. EDL  
 NOTARY PUBLIC - STATE OF NEW MEXICO  
 Notary Bond Filed with Secretary of State  
 Commission Expires 3-15-91



(68,409)  
 COUNTY OF SANTA FE )  
 STATE OF NEW MEXICO )  
 I hereby certify that this instrument was filed  
 for record on the 11 day of JAN A.D.  
 19 89 at 11:19 o'clock 4 m.  
 and was duly recorded in book 636  
 page 669-683 of the records of  
 Santa Fe County.  
 Witness my Hand and Seal of Office  
 Jona G. Armijo  
 County Clerk, Santa Fe County, N.M.  
*Jonna Clayton*  
 Deputy

STATE OF NEW MEXICO )  
                          ) ss.  
COUNTY OF BERNALILLO )

636683

SUBSCRIBED AND SWORN to before me this 6th day of  
December, 1988, by Edward P. Cardenas  
as Secretary/Treasurer of Thunder Mountain Estates, Inc., a  
New Mexico Corporation on behalf of said Corporation.



OFFICIAL SEAL  
ERWIN L. EDL  
NOTARY PUBLIC STATE OF NEW MEXICO  
He may hold office with Secretary of State  
By Commission Expires 3-15-91

*Erwin L. Edl*  
Notary Public