

THESE PROTECTIVE COVENANTS ARE RECORDED IN THE APPLICABLE COUNTY AS FOLLOWS.

Valencia County Units 1 through 4, 13 and 14, Book 238 Page 503-506, 1/5/73; Units 19 through 24, Book 35 Page 577-580, 11/19/76  
Socorro County Units 5, 7, 15 through 18, Book 313 Page 387-390, 6/12/73; Units 9 through 12, Book 307 Page 692-695, 1/5/73.

## PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That HORIZON CORPORATION, Delaware corporation, qualified to do business in the State of New Mexico, being the owner of all the property described below, in order to provide for a general scheme for the development, use and sale of the said property does by these presents impose upon said land the following covenants and restrictions, which shall run with the land and be binding upon and inure to the benefit of all present and future owners of the land and all persons claiming under them. These covenants and restrictions as to any unit may be amended at any time by the vote of the owners of record of the majority of the lots in any unit described below; where more than one person owns a lot, or any interest therein, the concurrence of all such owners shall be necessary to entitle the owners of such lot to vote for such amendment or modification.

All lots in Units 1-5, 7, 9-24 of Tierra Grande except for certain lots in Units 7, 15 and 17-19 which are classified as multi-use lots.

1. All said lots shall be used only for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, except as hereinafter provided, as well as a private garage, carport, servants' quarters or other related out buildings, all of which shall conform to the exterior design of the main residence. No dwelling shall be used except as a single family dwelling. Provided however, that the lots that are in excess of five (5) acres in size may be resubdivided into lots but not more than one (1) lot for each five (5) gross acres of the original lot. Should such subdividing constitute subdividing under the laws of the State of New Mexico or its political subdivisions same shall comply with such laws. The lots so created shall be subject to the covenants and restrictions set forth herein.

2. The area under roof of the single family dwelling including porches, connecting garages and/or carports shall be not less than two thousand (2,000) square feet; provided that should the dwelling be of more than one story in height the two thousand (2,000) square foot area may be reduced by the square footage of the living area contained in the second and/or the one-half story. The Architectural Control Committee herein provided for may permit a variance from the minimum square footage requirement.

3. Easements for the installation and maintenance of utilities and drainage facilities are reserved with the dedicated roadways and drainageways as shown on the recorded plats.

4. No dwelling shall be erected which shall exceed two and one-half (2 ½) stories in height above finished grade level.

5. No structure of a temporary character, trailer, tent, shack or other similar structure shall be permitted on any lot at any time, either temporarily or permanently. No structure on any lot, other than a fully completed residence, shall be used as a residence. Provided however, notwithstanding any other provision hereof, nothing herein shall be interpreted as prohibiting a temporary sales or construction office upon any lot (s) by Horizon Corporation, or its successors in interest as developer only, or by a building contractors permitted to do so by the said developer or the Architectural Control Committee, as the case may be, for the purpose of selling lots or for the purpose of erecting and selling dwellings on any lot (s).

6. No manufacturing, commercial or business operation other than arts, crafts or professions operated solely by the members of the family actually occupying the residences shall be conducted on any lot; no advertising other than a tastefully decorated temporary sign not exceeding fifteen (15) inches by twenty-five (25) inches shall be exhibited on any lot, and no billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot, nor shall lots be used in any manner nor for any purpose which may endanger the health or unreasonably disturb the holder of any other lot. Provided however, that nothing herein shall be interpreted as prohibiting a building contractor of Horizon Corporation or its successor in interest as developer only, from erecting a sign upon any lot owned by said building contractor of Horizon Corporation or its successor in interest as developer only, advertising the sale, lease, rental or construction of homes; provided however, that before any building contractor shall place any such sign on the lot owned by him he shall first obtain the written permission of the Architectural Control Committee and the Architectural Control Committee shall have the right to specify the size, design and quality of said sign. Provided however, said sign shall be of a temporary nature only and shall be maintained only so long as there are houses or lots being offered for sale and in the case of a contractor shall be removed immediately upon the request of the Architectural Control Committee.

7. No building shall be located on any lot nearer than fifty (50) feet to the front lot line nor nearer than twenty (20) feet to any side lot line. Provided however that no building shall be constructed nearer than thirty-five (35) feet to any lot line on any lot abutting any drainageway easements as shown on the plats of the property. Provided further, notwithstanding any other provision hereof, nothing in these covenants shall be so interpreted as to prohibit the owner or owners of contiguous lots from erecting dwelling units whether attached or detached in disregard of the common side or rear lot lines of said contiguous lots so long as the density of use which would be created by the construction of one single family detached dwelling on each such contiguous lot. Provided further, any such owner or owners of contiguous lots desiring to construct any such dwelling units over or upon any easements as dedicated on the plat shall first make all necessary arrangements and agreements with any governmental agency or utility company which have any rights under, on or over said easements as to the relocation and vacation thereof. Provided however, that no such dwellings may be constructed over any easements for drainageway rights-of-way as shown on the plats of the property. Provided further, however, where the topography, shape of, location of the property lines of any lot, or the

configuration of the structure, or the combination thereof prevent reasonable construction of the permitted structures, including fences and walls, within the above specified set back requirement, the Architectural Control Committee may be affirmative action permit a variation from the requirements of said set back.

8. No gas or oil drilling or mining, gravel or quarry operation of any kind shall be permitted on any lot; nor shall any offensive activity, condition, odor or pollution be created or permitted to exist on any lot which may be or may become an annoyance or nuisance to the neighborhood; the lot shall be kept clear of all trash and waste. In the event trash and/or waste is allowed to accumulate the Architectural Control Committee after giving fifteen (15) days notice to the owner or occupier may enter upon the lot and have the lot cleared of such trash or waste. The expense of same shall be the expense of the owner and same shall be due and payable as the Committee directs. The expense becomes a lien on the lot and the Committee shall have the right to enforce the lien, to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as in the case of mortgages under the applicable law; the amount then due by such owner shall include the expense as well as the cost of such proceedings, including a reasonable attorney's fee.

9. No animals or fowl, other than ordinary household pets commonly housed in a residence, shall be permitted, and in no event shall such pets be bred or maintained for commercial purposes provided, however, there may be kept thereon no more than two (2) horses per five (5) acres of lot size as well as ordinary household pets, provided that no horse may be kept or permitted thereon for commercial purposes. The construction of a stable, barn or corral or house the aforementioned horses is permitted however same shall be subject to the architectural control provisions herein set forth and provided further such stable, barn or corral shall be located at least fifty (50) feet from any lot line. Any such stable, barn or corral shall be kept in a clean and sanitary condition and in the event same is not so maintained the Architectural Control Committee has the same right, authority and power to cause the cleaning thereof as set forth in paragraph numbered 8 herein as same pertains to trash and waste and its removal.

10. Individual water supply wells and water storage handling systems may be drilled and constructed upon any lot herein provided that no elevated gravity flow storage system shall be constructed and provided that all water works shall be screened from the view of neighboring lots by plantings or by out buildings.

11. In order to assure first class development in harmony with the surrounding areas and commonly known concepts of good land planning and design, no building shall be erected, placed or altered on any lot, until a full set of architectural and construction exhibits shall have been approved in writing by Horizon Corporation its successors in interest as developer only, or by the Architectural Control Committee, as the case may be. These exhibits shall include but not be limited to detailed construction plans and specifications which indicate the quality of workmanship and materials exterior design and color scheme, as well as a plot or location plan showing the location of all structures on the lot, landscaping, existing topography and finished grade elevations. No fence or wall shall be erected, placed or altered on any lot unless specifically approved as to location, height and materials.

12. Horizon Corporation has created Tierra Grande Improvement Association, Inc., a New Mexico non-profit association to which, among other things, is assigned the powers of administering and enforcing the covenants and restrictions herein; provided that in cases where jurisdiction over the covenants and restrictions is retained in Horizon Corporation, or its successors in interest as developer only, then Horizon Corporation, or its said successor, has jurisdiction and its authority is paramount unless and until it relinquishes same in writing to the Architectural Control Committee in the particular instance involved. There is hereby created an Architectural Control Committee composed of three (3) or more representatives appointed by the Board of Directors of said Association which shall among other things have the authority to give approvals herein. The said Committee shall function in accord with the rules and regulations and by-laws for the Committee as established by said Board. The rules and regulations shall among other things insure the existence and continuity of such Committee.

13. The approval or disapproval as required in these covenants shall be in writing. In the event Horizon Corporation, its successor in interest as developer only, or the Architectural Control Committee, as the case may be, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in the event a suit to enjoin the construction has not been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with; provided, however, any variance in the dwelling square footage permitted in accord with paragraph numbered 2 hereof must be by affirmative action of the Committee and not otherwise.

14. If the undersigned or any subsequent owner of any portion of said property shall violate any of the foregoing covenants or restrictions, then the undersigned or any person or persons owning any portion of said property may enjoin or abate such violation by appropriate action at law or in equity, in which event the prevailing party shall recover costs incurred, together with reasonable attorney's fees.

15. In the event that any one or more of the provisions, covenants, restrictions and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants set forth shall continue unimpaired and remained in full force and effect.

Recorded in Valencia County, Book 303 Page 3584; THESE SAME PROTECTIVE COVENANTS ARE RECORDED IN SOCORRO COUNTY AS FOLLOWS:

Socorro County Units 5, Book 442 Page 1908-1910, 5/18/95, Units 9, 10, 11, 15, 16 & 17, Book 446 Page 1245-1247, 9/8/95.

#### AMENDMENTS TO PROTECTIVE COVENANTS

These Amendments to Protective Covenants are made and adopted as of the 31<sup>st</sup> of August, 1995, by Marc C. McKinley, a married man dealing in his sole and separate property and Lynn A. Martin and Janice E. Martin, husband and wife.

#### RECITALS:

A. The undersigned parties are the owners of a majority of the lots within Tierra Grande subdivisions, Units 4 and 19 being a subdivision of record within Valencia County, New Mexico according to the plat thereof filed for record in the office of the County Clerk of Valencia County, New Mexico on January 2, 1973, and February 23, 1973, (referred to as "Units 4, and 19").

B. Horizon Corporation, a Delaware Corporation, imposed certain protective covenants against the lots within Units 4, and 19, by executing the protective covenants and filing the same of record in the office of the County Clerk of Valencia County, New Mexico on January 12, 1973, in Book 35, PAGES 577-580 and January 5, 1973, Book 238, PAGES 503-506. (Referred to as the "Protective Covenants").

C. The protective covenants provide that they may be amended by the vote of the owners of a record of a majority of the lots within Units 4 and 19.

D. The undersigned, being the owner of a majority of the lots within Units 4 and 19 wish to amend the protective covenants as set forth below:

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS FOLLOWS:

1. Full Force and Effect. Except as expressly amended by the instrument, the protective covenants shall remain in full force and effect as written.

2. Paragraph Numbered 2. Paragraph numbered two of the protective covenants is deleted in its entirety, and the following paragraph numbered two is substituted in its place:

2. RESIDENTIAL DWELLINGS. The only residential dwellings permitted upon any lot shall be on-site constructed single family residences, with not less than 2,000 square feet of heating living area, exclusive of basements, porches and garages. No multiple family dwellings shall be permitted upon the property. The Architectural Control Committee, as provided for below, may permit a variance of the single family residence minimum square footage requirement. No more than one single family residence shall be situated upon each lot.

Residential dwellings shall be constructed of new material, or material the equivalent of new. Only conventional building materials shall be permitted to be used in the construction of residential dwellings or other buildings. For example, tires, hay bales, aluminum can, or other unconventional materials, shall not be permitted to be used in the construction of any residential dwelling or other building. The construction of the exterior of any residential dwelling, building or structure shall be completed within one year from the date of commencement of construction.

3. Paragraph numbered 5. Paragraph numbered give is deleted in its entirety, and the following paragraph numbered five is substituted in its place:

**MOBILE HOMES, MANUFACTURED HOMES, AND MODULAR HOMES.**

No Mobile home, manufactured home, or modular home shall be situated upon any lot. This prohibition against mobile, manufactured and modular homes shall include mobile, manufactured, modular homes, whether proposed to be set on a permanent foundation or otherwise, it being the intent of this provision to prohibit mobile, manufactured and modular homes, even if the home meets the standers of section 3-21A-2.A. NMSA (1994 Cumm. Supp.), known as the Manufactured Housing and Zoning Act, as the same may be amended from time to time.

IN WITNESS WHEREOF, the undersigned owners of a majority of the lots within Units 4 and 19 have made and executed this amendment to protective covenants as of the day and year first written above.