



THOMPSON RIDGE ESTATES
A SUBDIVISION
SANDOVAL COUNTY, NEW MEXICO

RESTRICTIVE COVENANTS IMPOSED UPON LOTS 1 THROUGH 200 AND RESERVED AREA OF THE THOMPSON RIDGE ESTATES, AS RESTATED AND AMENDED.

WHEREAS, the Thompson Ridge Property Owners Association members have voted to amend the Restrictive Covenants of the Thompson Ridge Estates, imposed on Lots 1 through 200, and such amendments have been properly adopted by the Association, and all conditions precedent and subsequent necessary for the amendment of these Restrictive Covenants have occurred or otherwise been satisfied; and

WHEREAS, it is appropriate to combine and restate the Restrictive Covenants of the Thompson Ridge Estates, with all amendments, in this Restated and Amended format.¹

NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS THAT the undersigned members of the Board of Directors of the Thompson Ridge Property Owners Association share the desire and intent of the persons who enacted and/or previously amended these covenants and, accordingly do hereby declare the continuation of these Restrictive Covenants, as amended, imposed on property in the Thompson Ridge Estates subdivision, which are as follows²:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until August 1, 1972, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a three-fourths majority of them, then the record owners of the lots will agree to change said Covenants in whole or in part.
2. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any Covenant and either prevent him or them from so doing or to recover damages or other dues for such violation.
3. Invalidation of any one of these Covenants by judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.
4. USE:

A Lots numbered 1 through 4, 10 through 200 shall be known and described as

Recreation Cabin Sites. No structure shall be erected, altered, placed, or permitted to remain on any of these lots other than one single family dwelling or single-family mobile home (provided said Mobile Home unit is situated on said lot and screened by foliage, terrain, or wall of a material herein after known as "building material") and related outbuildings, except that this provision shall not prevent the combination of two adjoining lots for one such dwelling. All permanent structures shall be finished on the exterior within 1 (one) year from commencement of construction of such "Building Material" as wood (board and batten, stained or painted), rock, steel (painted), peeled log or masonry. ³

- B. Any spark producing stoves, fireplaces or heating units shall have spark control devices installed on same. ⁴
 - C. No building shall be located on any lot nearer than 25 feet to any front line, 10 feet to any side lot line and 25 feet to any rear lot line.
 - D. The Reserved Area, hereinafter referred to as "Meadow Lots" numbered 95 through 102 and any like lots on south side of said Meadow shall be known and described as per paragraph 4 (A) of Restrictive Covenants referred to above, with exception of "Meadow Lots" as it pertains to rear set back AND to maintain the authenticity of the area, it is the desire of the undersigned to keep buildings from extending too far into the Meadow, therefore:
 - 1. No building shall be erected on these lots any nearer than 50 feet to any rear lot line in lieu of 25 feet as described in Paragraph 4 (C) of said Restrictive Covenants. ⁵
 - E. Land commonly known as The Meadow, located adjacent and west to 725 Aspen Drive, Jemez Springs, NM, including the pond, known by Sandoval County as Parcel ID: 1014114200390, Account #R143008, is common property of TRPOA and cannot be sold without unanimous consent of all voting members.
- 5. All water facilities and/or sewage disposal facilities must be of a type approved by the New Mexico Health Service Department. All solid waste must be disposed of by individual property owners. Building material etc. shall be left neatly stacked when not in use. All electrical, plumbing and building work shall conform to the applicable codes of Sandoval County, and State of New Mexico.
 - 6. Permanent parking on the road is prohibited. Emergency vehicles must have complete access to the roads at all time.
 - 7. Vehicles not legally licensed and insured must be shielded from view.

8.
 - A. No owner may board or otherwise harbor more than 6 cats or dogs or any combination of cats and dogs over 3 months of age.
 - B. Kennels are not permitted. A kennel is defined as a commercial business for the sale, boarding or breeding of pets.
9. The following provisions will not apply to Lots 36, 38, 39, and 40 until there is a change in ownership:
 - A. A minimum of one (1) acre of contiguous land (either as a single lot or multiple lots sharing an edge boundary that sum to one acre or more) is required to house, board, or otherwise maintain livestock, except for poultry (see item 9.c.)
 - B. No animals over 500 pounds are permitted, except horses.
 - C. Poultry are limited to 20 head (over 3 months of age) on the contiguous land of one owner.
 - D. Livestock must be housed and maintained in such a manner that they do not create noise, odor, dust, insects, pests, or any other nuisance.
10. The Thompson Ridge Property Owners Association shall have authority to determine and enforce payment of annual and special assessments on the owners of all lots within Thompson Ridge Estates for the operating expenses of the Association as described in its By-Laws. Owners agree to hold blameless the Association and its directors in all actions arising in connection with the collection of assessments.

Thompson Ridge Property Owners Association

By: STEVEN PINK
President, for and on behalf of the Board of Directors

Attestation: I hereby attest that the Board of Directors of the Thompson Ridge Property Owners Association adopted Resolution 4E approving and directing the execution of by its President for and on behalf of the Board and the recordation of these Restated and Amended Restrictive Covenants with the Sandoval County Clerk at a duly called and noticed meeting held on September 3, 2023.

By: ALLISON LINDMAN
Secretary of the Association

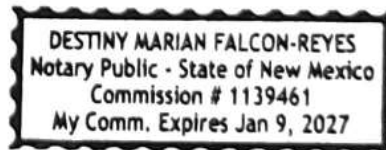
ACKNOWLEDGMENT

State of New Mexico)
Bernalillo)§
County of Sandoval)

The foregoing instrument was acknowledged before me this 8th day of September 2023 by Steve Pink, President, Thompson Ridge Property Owners Association and by Allison Lindman, Secretary, Thompson Ridge Property Owners Association representing that they are authorized to execute this instrument on behalf of such Association and have done so, as their authorized, free and voluntary act.

Notary Public: Destiny Marion Falcon Reyes

My Commission ends: Jan 9, 2027



FOOTNOTES:

¹ These Restated and Amended Restrictive Covenants of the Thompson Ridge Estates, a Subdivision include the Restrictive Covenants filed of record on July 18, 1969 in Sandoval County as Document 28166, Folio 633-634, and the Supplement to the Restrictive Covenants recorded on August 21, 1972 in Sandoval County and Amendments to such Restrictive Covenants adopted by a vote of three-fourths of the membership of the Thompson Ridge Property Owners Association in 2007 and 2008 and 2012.

² Formerly, the introductory paragraphs of these Restrictive Covenants from July 18, 1969 to April, 2012 read as follows:

WHEREAS it is the desire and intent of the undersigned to create and establish certain restrictive covenants to help maintain the authenticity and retain the natural beauty of the area AND for the quiet enjoyment and protection for all the land owners, therefore:

KNOW ALL MEN BY THESE PRESENT, that the undersigned owners and proprietors of all the property, described as THOMPSON RIDGE ESTATES, a subdivision, filed in the office of the County Clerk of Sandoval County, New Mexico, on the 22 day of June, 1966, do hereby declare the creation and existence of restrictive covenants in the said subdivision which said restrictions are as follows, to wit:

³ Formerly, paragraphs 4A and 4B of the Restrictive Covenants from July 18, 1969 to April, 2012 read as follows:

- A. Lots numbered 10 through 43 and 49 through 200 shall be known and described as Recreation Cabin Sites. No structure shall be erected, altered, placed, or permitted to remain on any of these lots other than one single family dwelling or single family mobile home (provided said Mobile Home unit is situated on said lot and screened by foliage, terrain, or wall of a material herein after known as "building material" and related outbuildings except that this provision shall not prevent the combination of two adjoining lots for one such dwelling. All permanent structures shall be finished on the exterior within 1 (one) year from commencement of construction of such "Building Material" as wood (board and batten, stained or painted), rock, steel (painted), peeled log or masonry.
- B. Lots Numbered 1 through 9 and 44 through 48 shall be defined as to use at a later date along with reserved area.

⁴ Formerly, paragraph 4B of the Restrictive Covenants from April, 2012 to November, 2012 read as follows:

- B. Lightning arresters to be installed on all permanent structures and any spark

producing stoves, fireplaces or heating units shall have spark control devices installed on same.

⁵ Formerly, Section 4D was covered in the Supplement to the Restrictive Covenants from August 21, 1972 to April, 2012 and was stated as follows:

SUPPLEMENT TO: Restrictive Covenants of said subdivision filed July 18, 1969, as document No. 28166, Folio 633-634, Records of the County Clerk of Sandoval County New Mexico, as it pertains to land use of Lots numbered 1 through 4, Lots numbered 44 through 48, AND the Reserved Area, hereinafter referred to as "Meadow Lots" numbered 95 through 102 and any future like lots on the South side of said Meadow.

1. All lots numbered 1 through 4, 44 through 48 and "Meadow Lots" shall be known and described as per paragraph 4(A) of Restrictive Covenants referred to above with exception of "Meadow Lots" as it pertains to rear set back AND to emphasis the maintaining of the authenticity of the area, it is the desire of the undersigned to keep buildings from extending too far into the Meadow, therefore:
 - A. No building shall be erected on these lots any nearer than 50 feet to any rear lot line in lieu of 25 feet as described in Paragraph 4 (D) of said Restrictive Covenants.

⁶ Formerly, the closing paragraph of the Restrictive Covenants from July 8, 1969 to April, 2012 read as follows:

IN WITNESS THEREOF, the said parties have hereto signed and sealed this Contract in their own proper person **this**__ day of _____