

DECLARATION OF UNIFORM PROTECTIVE COVENANTS
FOR LAMAY RANCH ESTATES, LINCOLN COUNTY, NEW MEXICO

This Declaration made on this 7th day of October, 1976, by FRED LAMAY, JEANNINE L. JOHNSON, RUTH AGUAYO, and CORA DUTTON, herein referred to as Grantors, as Owners of real property generally described as the LaMay Ranch Estates, the same being shown on that certain survey plat recorded on the 7th day of October, 1976, in Plat Book 1 ~~Page~~ Tube 578, Records of the County Clerk, Lincoln County, New Mexico (herein referred to as Property) hereby declare as follows:

1. PURPOSE: The purpose of these Uniform Protective Covenants is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his site and is necessary to insure the same advantages to the other site owners.

2. DURATION: All and each of the restrictions, conditions, and covenants herein stated shall terminate and end and be of no further effect, whether legal or equitable, and shall not be enforceable on or after June 1, 2001. The restrictions herein may be extended beyond the period stated for their duration, for a new period not exceeding ten years, by an instrument executed by the then owners of the majority of the lots in the property and duly acknowledged and recorded in the office of the County Clerk, Lincoln County, New Mexico; said extension must be recorded before the expiration of the original period of duration.

3. COMMUNITY ASSOCIATION: The Grantor contemplates that at some time in the future a Community Association formed

of the Owners of the various lots within the property may be formed. In order to insure the orderly development of such Association the Grantor here provides that in the event any such Association is created, all Purchasers of lots within the property shall be subject to reasonable assessments of the Association in order to pay and discharge the cost of operating such Association. The Grantors further provide that any Association shall be subject to the terms and conditions of this Declaration of Restrictive Covenants.

4. BUILDING RESTRICTIONS: No building or structure of any kind other than a single dwelling house shall be erected on the property. This restriction shall not apply to barns and outbuildings reasonably appropriate for such single family dwelling. In addition, mobile homes placed upon the property must be of a size at least 10 foot by 50 foot and said mobile homes must be skirted upon installation. All awnings, additions to such trailers, and all construction must be completed within one year after commencement of construction. All homes on the property must be at least 500 square feet in size, exclusive of one-story open porches and garages. All exterior finishes to homes or additions to trailers must be such as to present a neat and attractive appearance.

A ten foot utility easement on the side and back lot line and a twenty foot utility easement on that portion of a lot adjoining an access road is reserved and no structures or other obstructions may be placed upon the said easements in such a manner as to adversely effect the use and operation of the same.

No firearms may be discharged on this property and no animal hunting of any nature shall be permitted.

All motor vehicles and motorcycles shall be restricted to use on graded and maintained roads.

No water shall be piped from the property to adjoining property nor taken from the property for any commercial purpose.

No swine, goats, or sheep are to be raised or kept on any lots in the property. A lot owner may keep two horses or two cattle, but not both, and may keep 15 chickens. All animals must be kept in a well built and well maintained outbuildings or pens. No outbuildings, barns or pens shall be built within 30 feet from the back property line. The said animal barns and pens must be cleaned and kept in such a way as to not create a public nuisance, health hazard, or unattractive appearance.

5. REFUSE: No trash, paper, or other refuse may be thrown or dumped on any lot in this subdivision in such a manner as to pollute or foul any lot within the subdivision.

6. APPEARANCE OF LOTS: No inoperative vehicles, trailers or other equipment may be parked on any lot in this subdivision and no junk or piles of material shall be maintained other than those reasonably necessary for construction activities.

7. COMMERCIAL ACTIVITIES: No noxious or offensive trade shall be carried out on any lot and there shall not be erected on any of the property herein conveyed any building in which shall be carried on any business offensive, noxious, or detrimental to the use of the land in the vicinity of the conveyed premises for private residences, nor shall the conveyed premises be used for any purposes that, as a matter of, experience, tend to create a nuisance. Activities prohibited hereunder include, but are not limited to, the following: Maintenance of any slaughter house, paper mill, tannery, feed lot, or similar types of activities.

8. TRASH CONTAINERS AND COLLECTION: All garbage and trash shall be placed and kept in covered containers. In no

event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and then only for the shortest time reasonably necessary to effectuate such collection.

9. ENFORCEMENT: Grantors, any future Association of Owners, or any Owner shall have the right to enforce these covenants, either at law for the recovery of damages or in equity for specific performance or injunctive relief. Any violation (including a violation of law) shall be a nuisance and may be enjoined or abated by Grantors, the Association or any Owner.

10. AMENDMENTS: This Declaration may be amended with the consent of the Grantors, for so long as Grantors shall have an interest in the lands within the property and the consent of three-fourths (3/4ths) of the Purchasers of lots within the property. In the event of the formation of the Association as aforesaid, the Association, in accordance with its own By-Laws shall be empowered to modify and amend this Declaration.

Each remedy provided by these restrictive covenants is cumulative and not exclusive. No failure to enforce a provision of the covenant shall constitute a waiver of the right to enforce subsequently any such provision or any other provisions of the covenants. No breach or violation of any provision of this declaration or any supplementary documents, and no lien created hereunder, shall in any way defeat, invalidate, impair, or have priority over any monetary lien created by a duly recorded real property mortgage made in good faith and for value by an Owner, but all provisions of this Declaration and the By-Laws shall be binding upon and effective against any subsequent Owner whose title is derived through Trustee's sale, judicial foreclosure or Deed in lieu of foreclosure. Any notice or

other document may be delivered either personally or by mail, postage prepaid, to the addressee's last known address. All captions or titles herein are intended solely for convenience of reference. All of these covenants shall be liberally construed together to promote and effectuate the fundamental concepts set forth above, but each provision hereof shall be deemed independent and severable, and the invalidity or partial invalidity of any such provisions shall not effect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the date and year first above written.

Fred LaMay
FRED LAMAY

Jeannine L. Johnson
JEANNINE L. JOHNSON

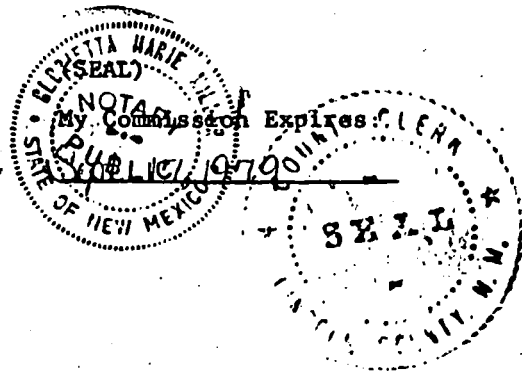
Ruth Aguayo
RUTH AGUAYO

Cora Dutton
CORA DUTTON

STATE OF New Mexico)
COUNTY OF Lincoln)SS.

The foregoing instrument was acknowledged before me this 2 day of June, 1976, by Fred LaMay, Jeannine L. Johnson, Ruth Aguayo, Cora Dutton.

Gloretta Marie Miller
NOTARY PUBLIC



STATE OF NEW MEXICO } ss
County of Lincoln }
Filed for record in the Clerks office
the 7th day of October
A. D. 19 76 at 11:35 o'clock A. M.
and recorded in Book 48
Misc 1
of Records on page 855-859
Barbara Lovelace
County Clerk

By Linda Howley
Rec.#38861 Fee: 5.75 **859**