

CHRISTMAS TREE CANYON SUBDIVISIONS/ MORA COUNTY, STATE OF NEW MEXICO - Declaration of Restrictive Covenants-

I hereby certify that this instrument was filed for record on the 27 day of August, D. 1974 at 3:10 o'clock P. M. and was duly recorded in Book 10 of the records of Mora County, New Mexico, page 87. Witness my hand and Seal of Office County Clerk, Mora Co., N. M. Ernesta L. Lugo County Clerk, Mora Co., N. M.

Whereas the sellers and grantors, E. R. Hanks and Frances H. Hanks, and the owners of property in Mora County, New Mexico, Christmas Tree Canyon subdivisions, filed in the County Clerk Office of Mora County on April 29, 1969, and on July 13, 1970, desire to insure the quiet enjoyment, benefit and use of the property and mountain area, and to protect and preserve the buyers' investments therein then,

In consideration of their mutual promises, the undersigned subscribe to and hereby declare the creation and existence of restrictive covenants in said subdivisions as follows:

- 1. All lots shall be known and described as residential lots.
2. Other than detached one family dwelling structures and related out buildings, no other structures shall be erected, altered, placed or permitted to remain on any lot or subdivision portion thereof where said lot or portion has less than 15,000 square feet of area; and the ground floor area of said dwelling, exclusive of porches and garages, shall not be less than 300 square feet in area; and no structure of any kind shall be erected, altered, placed or permitted to remain, on any lot or portion thereof within 10 feet of any lot line.

4. All buildings are to be finished, as to exterior appearance and weather tight, within 12 months from the start of construction thereof.
5. Any structure or improvement erected, altered, placed or permitted to remain on any lot or portion thereof shall present and maintain a good appearance, and the architecture shall be of the rustic mountain home type utilizing, as far as practical, materials from the land, i.e. rocks, logs, adobe, board or appropriate masonry constructions; and such structure or improvement shall be erected and maintained in the manner, form and condition professionally recognized and accepted for such structure or improvement.

6. No trailers, campers, tents or other temporary living structures shall be maintained in sight of the main roads, except during the period of construction prescribed in Paragraph 4 above. This restriction shall not apply to frequent camping visits for temporary periods or to temporary outings for the quiet enjoyment of the property.
7. No livestock, except household pets and riding animals, shall be kept on any lot or portion thereof; and under no condition shall chickens or other poultry be kept on any lot or portion thereof.

8. No business, commercial or manufacturing enterprise, trade or activity shall be maintained or conducted which interferes with the quiet enjoyment of the other owners in the subdivisions.
9. Garbage and waste shall be kept in covered metal containers and shall be stored and disposed of in a manner approved by the State of New Mexico Sanitation Department.

10. Natural vegetation shall be left undisturbed, except for access to property, clearing of building sites, establishment of lawns and flowers within the immediate vicinity of the dwelling, or tree thinning where needed to improve the forest conditions.
11. Butane tanks and water storage tanks must conform to State regulations and will be located so as not to detract from the appearance of any lot or portion thereof as viewed from the main roads.

12. No driveways or accesses of any kind shall be constructed or maintained between a residential lot or portion thereof and the main roads, other than those initially approved for ingress and egress.
13. The use of any property shall otherwise not be injurious to the quiet enjoyment of the property of any other property owner(s), nor shall any use create any nuisance or otherwise interfere with the use or value of any other property.

14. These covenants are to run with the land and shall be binding on all subscribing parties hereto, their heirs, assigns and successors in interest and on all subsequent purchasers of property in the subdivisions.
15. Amendments, deletions, substitutions or additions to these restrictions shall be by a vote of a three-fourths majority of the property owners then of record. Upon the same vote, an owner may be relieved temporarily or otherwise of any restriction which may, because of time, terrain, geography or other exceptional circumstances, cause a hardship on such owner.

16. Invalidation of any one restriction herein by judgment or court order shall not affect the validity or effect of any other restriction.

STATE OF NEW MEXICO ) ss

COUNTY OF Bernalillo )

The foregoing Declaration of Restrictive Covenants was duly acknowledged before me on this 25th day of August, 1971, by

L.R. Hanks

Frances n. Hanks

Subscribed and sworn to before me on this date.

Joanna Shelton  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
August 19, 1973

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**CERTIFICATE OF AMENDMENT BY THE SECRETARY  
CHRISTMAS TREE CANYON HOMEOWNER'S ASSOCIATION  
AN UNINCORPORATED ASSOCIATION**

Comes now, Lynn Kingsbury, Secretary of the Christmas Tree Canyon Homeowner's Association, an unincorporated Association, upon oath, does affirm and state:

1. That I, Lynn Kingsbury, am the currently designated Secretary of the Christmas Tree Canyon Homeowner's Association, an unincorporated Association ("Association") and that I am executing this Certificate on behalf of the Association and the Christmas Tree Canyon property owners of record.

2. That on July of 2003, the Association mailed out a proposed Amendment to the Covenants of the Christmas Tree Canyon subdivisions ("Covenants").

Covenant # 6 previously read:

6. No trailers, campers, tents or other temporary living structures shall be maintained in sight of the main roads, except during the period of construction prescribed in Paragraph 4 above. This restriction shall not apply to frequent camping visits for temporary periods or to temporary outings for the quiet enjoyment of the property.

The Amendment to this paragraph 6 of the Covenants was proposed to read:

6. It is the intent of these covenants to require site built housing within the subdivision. In support of this intent, no trailers, mobile homes, manufactured housing, or other housing built off site and transported to the property shall be allowed to be placed on property within the subdivision. This restriction is not meant to disallow camping visits for temporary periods or temporary outings for the quiet enjoyment of the property. Construction trailers or mobile homes shall be allowed only for a maximum of one (1) year during actual construction of a site built dwelling.

3. That I hereby certify that a total of seventy (70) ballots were sent to the property owners of record containing the language of the proposed Amendment. To date sixty three (63) ballots have been returned with fifty eight (58) property owners voting 'yes' on the Amendment and five property owners (5) voting 'no' on the Amendment. The Amendment passed by an eighty two percent (82%) vote.

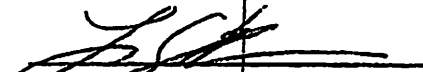
4. The original Covenants, at paragraph 15, states that Amendments shall be by a vote of a three fourths majority of the property owners then of record.

5. That I am filing this Certificate of Amendment in compliance with paragraph 15 of the Covenants. From and after the filing of this Certificate of Amendment, this Covenant Amendment shall be applicable to the Association and all property owners in the Christmas Tree Canyon subdivisions.

**VERIFICATION**

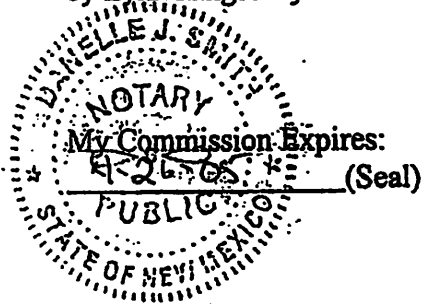
STATE OF NEW MEXICO )  
 )SS.  
COUNTY OF SAN MIGUEL )

Lynn Kingsbury, being first duly sworn on oath, deposes and says: That she is the Secretary of the Christmas Tree Canyon Homeowner's Association, an unincorporated Association; that she has read the foregoing CERTIFICATE OF AMENDMENT, by her subscribed; knows and understands the contents thereof, and that the matters and things therein set forth are true to the best of her knowledge, information and belief.

  
Lynn Kingsbury

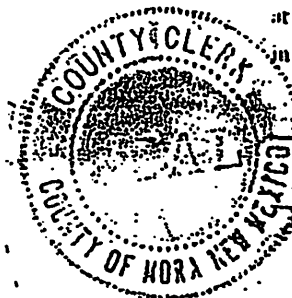
SUBSCRIBED AND SWORN TO before me this 30<sup>th</sup> day of June, 2004,  
by Lynn Kingsbury.

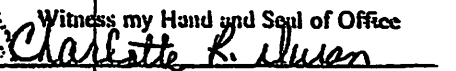
  
Notary Public



STATE OF NEW MEXICO  
COUNTY OF MORA

I hereby certify that this instrument was filed  
for record on the 7<sup>th</sup> day of July, A.D., 2004  
at 8:50 o'clock A m. and was duly recorded  
in Book 92 of the records of this page 192-193



Witness my Hand and Seal of Office  
  
County Clerk, Mora County, N.M.  
