

PROTECTIVE COVENANTS

To protect and preserve quiet enjoyment and property values in this mountain land, the following covenants are filed in the office of the Mora County Clerk. They run with the land and are binding on each owner, heir, assign or successor. In consideration of these mutual promises, each buyer subscribes to, and by signature on the purchase contract, acknowledges existence of these restrictive and protective covenants.

1. All lots shall be known and described as residential lots. No structures other than one family dwellings and related out-buildings shall be erected, placed, or permitted to remain on any lot or portion thereof. No such dwelling shall be erected on any subdivided portion of any lot, if that portion of land contains less than 20,000 square feet in area and/or the structures or any portion thereof is less than twenty five (25) feet from any boundary. No main dwelling structure shall contain less than 800 square feet of living space.
2. No mobile home or travel trailer, tent or shack will be permitted to remain as a permanent residence. This does not preclude use of a mobile home or tent during construction of a permanent residence or for temporary visits.
3. No unfinished buildings shall be abandoned or left on the property indefinitely. All structures, once commenced, must be completed from all exterior aspects, within one year.
4. No farm animals or poultry shall be kept on said lots except usual household pets. Permission to keep horses or other large animals must be obtained in writing from each adjacent lot owner.
5. Architecture, buildings and materials shall blend appropriately with the mountain surroundings and be constructed in accordance with good structural standards. Landscaping and yards shall be maintained to present a neat and well-kept appearance from any view point along the public road. Specifically prohibited are trash piles, junked vehicles or equipment, litter, leftover building materials, scaffolds, drums or containers visible from the road.
6. No business or commercial manufacturing enterprise, trade or other activity shall be conducted which creates a nuisance or in any way interferes with the quiet enjoyment of any other property owner.
7. Garbage and wastes shall be kept in covered containers, regularly disposed of in designated area and handled in accordance with New Mexico Sanitation Regulations.
8. Propane, water or fuel tanks must conform to the State Regulations and be placed out of sight from the public road.
9. Enforcement of these covenants shall be by proceedings at law. In case of violation of Item 3 and/or 5 above: upon receipt of written complaint from three property owners, the developer or his agent, may remove or otherwise dispose of the offending structures or material at the expense of the lot owner. Invalidation of any one restriction herein by judgement or court order shall not effect validity or effect of any of the other restrictions.
10. Amendments, deletions, substitutions or additions to these covenants shall be by a 3/4 majority of the property owners then of record. By the same vote, an owner may be relieved of any restriction which may because of time, unusual terrain, future developments or other exceptional circumstances, cause a hardship on such owner.

Surveyor's Certification

I, Tom Klingenhagen, do hereby certify that this plat represents actual survey made under my direction and the survey is true and correct to the best of my knowledge and belief.