

RESTRICTIONS

THE STATE OF NEW MEXICO)
)
COUNTY OF TAOS)

WHEREAS, O. Leon Walters and wife, Alice M. Walters and Roberta Elizabeth McAllister are owners of property described in Exhibit "A" attached hereto; and

WHEREAS, Stephen D. Blair and Robert L. Thomas and O. Leon Walters and wife, Alice M. Walters and Roberta Elizabeth McAllister desire to impose restriction on the property described in Exhibit "A" attached hereto;

NOW, THEREFORE, the undersigned, for valuable consideration paid, do hereby impose the following restrictions to run with the land described in Exhibit "A" attached hereto:

1. No obstruction shall be created across the arroyos flowing through the described real property by any grantee hereunder.
2. No individual sewage-disposal system shall be constructed or be maintained by any grantee hereunder on the real property described except as to any locations thereon, which shall be approved in advance of construction by the Public Health Authorities having jurisdiction of the real property described. No sewage of any type shall be discharged on the property other than into enclosed septic tank with adequate lateral lines.
3. Except for swine, which are prohibited, owners shall be permitted to keep poultry and cattle for domestic purposes and usage; provided, however, no persons shall be permitted to keep more than two head of livestock per acre of ownership with a maximum possession of four horses per individual tract owned by any party claiming hereunder, or more than ten head of fowl per acre upon any given tract. Owner shall be permitted to keep dogs, cats and pets but they shall not be permitted to raise, keep or feed either livestock or fowl, dogs, cats or pets upon the property for commercial purposes and usages.
4. Temporary structures, tenthouses, trailer houses, or outside toilets shall be allowed only during the construction of a permanent dwelling house, and shall then be allowed for a period not to exceed one year from the date construction of a permanent dwelling house is commenced.
5. No improvements (other than access roads and driveways) shall be constructed and maintained nearer than 40 feet from any boundary line, including but not limited to the boundaries of the arroyos running through the described real property. All barns and other buildings which are to be used essentially for the housing of livestock and fowl, shall be constructed a distance of at least 200 feet from the front of the tract. Upon corner tracts, in addition to the barns and stables being required to be set back at least 200 feet from the front of the lot, such barns or stables must also be set back at least 40 feet from the side property line.

6. No refuse, trash, garbage, or any other foreign substance shall be dumped or otherwise disposed of on the real property described herein, or on any surrounding property, including, but not limited to the arroyos referred to herein.

7. No noxious or offensive activities shall be conducted on the real property described herein nor shall anything be done on the real property described herein which shall become an annoyance or a nuisance to the neighborhood, nor shall anything be done on the real property described herein to cause pollution of the arroyos or the entry of foreign matter into the arroyos adjoining or running through the property.

8. No temporary structures, tenthouses, trailer houses, or house-trailers shall be used or established as a permanent residence on any of the real property herein described.

9. A. Not more than one dwelling shall be constructed per acre, provided however, such dwelling may consist of one guest cottage and such separate outbuildings as shall be incidental to and service the main dwelling.

B. All structures placed on the property shall be used for residential purposes. No commercial enterprises (specifically including rental units and farms) shall be permitted. Excluded from this restriction is the renting of the main dwelling and guest house and the pursuit of individual artistic or literary activities in a studio.

C. All structures shall be built in an exterior style and with colors and materials in conformity or harmony with the exterior designs of the dwellings erected on the other tracts which are subject to these restrictions and with the surrounding terrain and topography. Traditional Northern New Mexico architecture in the so-called Pueblo and Territorial styles, Southwest contemporary styles reminiscent of such architecture, and Southwest Spanish mission styles shall be deemed in conformity with the surrounding terrain and topography. The main dwelling and the guest house shall be built in the same style of architecture.

D. No building or any portion thereof except chimneys and small towers or turrets shall be constructed higher than eighteen (18) feet above the highest point of natural grade abutting the building. Chimneys, small towers or turrets may not exceed four (4) feet in height above the highest point of the roof or firewall.

E. Notwithstanding the foregoing, if an owner, at any time, shall obtain written approval of the exterior design of any proposed structure by either (1) a majority of the property owners then of record and subject to these restrictions or Thomas and Blair, or the survivor of them, such building shall be deemed in compliance with restrictions (C) and (D) above. For purposes of computing a majority, multiple owners of undivided interests in a tract shall be considered as one person; and provided further, that if no suit to enjoin the erection of a nonconforming structure has been commenced prior to the substantial completion thereof, such structure shall be deemed in compliance with said restrictions.

F. No residence or structure of any kind shall have exterior walls or siding constructed of "sheet-metal", composition shingles or unplastered block. No Log cabin are permitted.

G. No signs, billboards or advertising of any kind, except those signs used in any subsequent sale of property, shall be placed or other-wise installed on the property or on any structure.

H. All utilities shall be installed underground.

I. The property shall not be subdivided, sold, or transferred in tracts constituting less than three acres, except that a tract may be so subdivided by owners of contiguous property for the exclusive purposes of adding to and increasing their respective contiguous properties in which event, such subdivided fractional acres shall not thereafter be severed from such other properties except upon compliance with this restriction.

J. All of the restrictions set forth herein shall be covenants running with the property and shall bind all parties and their heirs, administrators, successors, and assigns.

K. In the event any of the restrictions set forth herein shall be held invalid and unenforceable, the remaining restrictions shall nevertheless remain full force and effect.

10. A five foot easement around the exterior boundaries of the real property described herein is hereby reserved by grantor for utility lines, and the installation of utilities.

11. No dwelling house containing less than 900 square feet of living area shall be constructed on any of the real property described herein.

12. No barbed wire shall be used in, on, or about the premises described herein for fencing or any other purpose.

13. All grants by the grantor shall be subject to cross easements in an existing, or to be constructed, meandering road or roads to be built by grantees. Grantees and other property owners shall use the right of way of any such meandering road or roads with due regard to the rights of other owners or grantees, and shall not impair the rights of others to the use of such meandering road or roads. All property owners or grantees using said roads, or any bridges constructed thereon or leading thereto, shall bind and obligate themselves, their respective heirs, administrators, assigns, and/or successors in interest, to share equally in the cost (as to percentage of ownership of acres) and expense of making any and all repairs and maintaining said roads and/or bridges, from time to time required by the common grantor referred to herein, or by a majority of the fee simple title owners or grantees holding under said grantor. All subsequent grantees shall take title subject to the cross easements and other rights and obligations relating thereto to the road, arroyo and bridges required by the common grantor of all subsequent grantees.

14. All property herein is restricted from the usage or use in the construction, operation and conduct of a church or any form of joint or massive religious services; nor shall any house, after the same has been constructed thereupon, be used for church or religious services, as aforesaid. Neither shall the property be used as a place for the purpose of congregating massive numbers of persons for political, civic, recreational, social or commercial purposes; no gun clubs or commercial riding stable shall be permitted upon any property.

15. These covenants shall run with the land and shall be binding

years each unless an instrument signed by a majority of the then owners of the real property hereinbefore legally described has been recorded, agreeing to change said covenants in whole, or in part.

16. All tracts of land shall be (3) three acres or more.

17. Enforcement of all or any of the covenants contained herein shall be by proceedings, at law or in equity, against any person or persons violating, or attempting to violate, any covenants; either to restrain such violation, or to recover damages as a result of such violation.

18. Invalidation of any of these covenants by a judgment, or by court order, shall in no way effect any of the other provisions or covenants herein contained which shall remain in full force and effect pursuant to the terms and provisions of this instrument.

19. It is specifically understood and agreed that these restrictions shall remain in full force and effect and cannot be changed or amended or altered without the written consent of Robert L. Thomas.

These restrictions shall not be construed to apply to or affect in any way the remaining acreage of Robert L. Thomas and Stephen D. Blair and their exclusive rights to dispose of and deal with such remaining property.

DATE: July 30, 1979

[Signature]
O. Leon Walters

[Signature]
Roberta Elizabeth McAllister

[Signature]
Robert L. Thomas

[Signature]
Alice M. Walters

[Signature]
Stephen D. Blair