

DECLARATION OF DEVELOPMENT RESTRICTIONS

This Declaration of Development Restrictions is made as of this 3rd day of July, 1996, by James W. Mundy and Susan Jane M. Mundy, co-trustees of the Mundy Family Revocable Trust, u/t/a dated March 28, 1996, collectively ("Grantors").

Recitals

A. Grantors own a parcel of real property (the "Property") located in Rio Arriba County, New Mexico, the legal description of which is as follows:

All of those certain tracts as shown on plat of survey, entitled "DIVISION FOR JAMES W. & SUSAN JANE MUNDY "INDIAN MEADOWS..." filed in the Office of the County Clerk, Rio Arriba County, New Mexico, on May 30, 1996 in Plat Book O-1104, page 4208, as Document No. 127919 being 188.48 acres more or less.

B. To ensure the best use and most appropriate development and improvement of the Property, to protect the owners of any portion of the Property against the improper use of the Property as will depreciate the value of their Property, to preserve, so far as practicable, the natural beauty of the Property, to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to ensure the highest and best development of the Property, to encourage and secure the erection of attractive dwellings thereon with appropriate location thereof, the Property is hereby subject to the conditions, covenants, restrictions, reservations, and easements hereby declared, which will run with the land.

Now, therefore, in order to establish a general plan for the development and use of the Property, Grantors hereby declare as follows:

Article 1 Definitions

1.1 "The Property" refers to the real property described above and such additions and annexed property as may hereafter be brought within the jurisdiction of this Declaration.

1.2 "Declaration" refers to this Declaration of Development Restrictions, as the same may hereafter be amended or modified pursuant to Article 4 herein from time to time.

1.3 "Owner" or "Owners" refers to the record owner(s) of fee simple title to any portion of the Property, including real estate contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.4 "Permittee" or "Permittees" refers to all Owners and their agents, contractors, invitees, and licensees.

1.5 "Persons" means and includes individuals, joint venturers, partnerships, firms, associations, limited liability companies, corporations, and any other form of business entity.

1.6 "Improvement" means any building, barn, fence, wall, structure, road, lighting, wells, drainage areas, utility transmission equipment and facilities, outbuilding, guest house, addition, patio, deck, swimming pool, tennis court, parking area, garage, curb, walk, flagpole, antenna, satellite dish, solar collectors, landscaping, or vegetation.

Article 2 Development Restrictions and Easement

2.1 All development, construction, maintenance, renovation, modification, and rebuilding of all Improvements shall be consistent with, and governed by, applicable law.

2.2 No Improvement of a temporary character, basement, tent, shack, garage, barn, or other outbuilding shall be used on any portion of the Property at any time as a residence. No trailer, mobile home, or similar type vehicle or units shall be used or kept for human habitation except during construction periods not to exceed *two years*.

2.3 The Property shall not be subdivided or split into any tract of less than fifteen (15) acres.

2.4 Buildings constructed on the Property shall not exceed more than two stories high.

2.5 No dump site(s) shall be allowed anywhere on the Property.

2.6 No streetcars, railroad cars, buses, inoperative vehicles, or similar vehicles or vehicle bodies shall be allowed or be used, stored, kept, or maintained on any portion of the Property.

2.7 All boats, trailers, and other types of recreational vehicles must be hidden from public view as may be provided by the positioning on the property or the natural landscaping or kept in an enclosed garage.

2.8 All utility transmission lines (water, telephone, electricity, etc.) will be located underground.

Article 3 Fishing Easement

3.1 Lower lake (Squaw Lake) located at the south boundaries of the Indian Meadows and Piedra Lumbre Tracts has a 25 foot fishing easement around its circumference for the use of all owners of the Property.

Article 4
Duration, Modification, Amendment, and Annexation

- 4.1 This Declaration may be modified or amended during the term hereof only with the prior written approval of seventy-five percent (75%) of the Owners.
- 4.2 Unless sooner terminated, this Declaration shall run with and bind the Property for a term of ninety-nine (99) years from the date of execution hereof.
- 4.3 No termination, extension, amendment or modification will be effective until a written instrument setting forth the terms of the termination, extension, amendment, or modification has been executed and acknowledged by the Owners and recorded in the Office of the Clerk and Recorder, Rio Arriba County, New Mexico.

Article 5
Mutuality and Enforcement

- 5.1 All of the covenants, conditions, restrictions, and other provisions of this Declaration are appurtenant to, and run with, the Property, and shall be binding upon, and inure to, the benefit of the parties and any other person or entity having any fee or other interest in the Property at any time, as well as their permittees, grantees, heirs, personal representatives, successors, and assigns. The covenants, conditions, restrictions, and other provisions of this Declaration shall create mutual benefits and servitudes upon each parcel constituting the, Property.
- 5.2 In the event of any violation or threatened violation of any of the covenants, conditions, restrictions, or other provisions of this Declaration, any Owner may enforce such covenant condition, restriction, or other provision. In the enforcement of this Declaration, such Owner shall have, in addition to the right to recover damages, the additional rights to bring an action in a court of competent jurisdiction to enjoin the violation or threatened violation.

Article 6
Miscellaneous

- 6.1 If any clause, provision or portion of this Declaration is, or becomes, illegal, unenforceable, or void for any reason, or is declared by a court of competent jurisdiction to be so, the remaining provisions of this Declaration shall continue in full force and effect.
- 6.2 Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to the public or for any public purpose.
- 6.3 Nothing contained in this Declaration shall be deemed to create a partnership or joint venture between Owners and Grantors.
- 6.4 This Declaration shall be governed by, and shall be interpreted in accordance with, the laws of the State of New Mexico.

6.5 All Owners shall have an easement for ingress and egress and for utility purposes over all shared common roads within the Property, and no impediment, obstacle, or obstruction, temporary or permanent, shall be placed in or across said easement without the approval of all Owners.

Executed this 3rd day July, 1996.

James W. Mundy
JAMES W. MUNDY, co-trustee

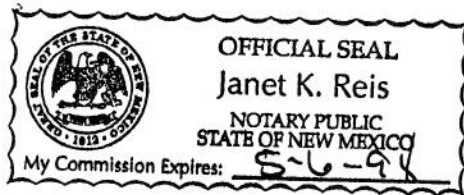
Susan Jane M. Mundy
SUSAN JANE M. MUNDY, co-trustee

STATE OF NEW MEXICO }
COUNTY OF RIO ARRIBA } SS

The foregoing instrument was acknowledged before me this 3rd day of July, 1996 by JAMES W. MUNDY and SUSAN JANE M. MUNDY

Janet K. Reis
NOTARY PUBLIC

My commission expires:
5-6-98



129008
FILED IN THE COUNTY
CLERK'S OFFICE
AT 9:55 O'CLOCK AM
Book 209-A Page 506-509

JUL 08 1996

DAVID S. CHAVEZ
County Clerk RA County
New Mexico

By *J. Chavez* Deputy