

RESTRICTIVE COVENANTS

WHEREAS George Gee and Jo Ball (hereinafter "Grantors") have purchased as individuals separate portions of certain real property from Emitt Mundy located along New Mexico Highway 512, in the vicinity of the Village of Los Brazos, County of Rio Arriba, State of New Mexico, more particularly described in Exhibit A to these restrictive covenants, which is attached hereto and incorporated herein by reference; and,

WHEREAS Exhibit A describes as a whole unit the separate portions of real property purchased by Grantors individually; and,

WHEREAS Grantors wish to impose reasonable restrictions on their real property as to its appearance and use in order to preserve its natural beauty and present condition to a reasonable degree for the benefit of themselves and any and all subsequent owners;

THEREFORE, the following restrictive covenants shall apply to the real property described in Exhibit A, and to any part or portion of the land so described.

1. These restrictive covenants shall be effective on the date of the execution of this instrument. They shall run with the land and shall bind all persons, including Grantors and their heirs, assigns and successors in interest, who shall own or who shall claim an interest in the land described in Exhibit A or in any part thereof.

2. These restrictive covenants may be altered, amended or deleted from time to time, by a majority vote of all of the persons who shall own the land described in Exhibit A. Any such alteration, amendment or deletion which is passed and approved in accordance with this provision shall be reduced to writing, copies of which shall be given to every landowner of record, and shall be recorded at the office of the Rio Arriba County Clerk.

3. Only single family residences shall be permitted upon the land, with no more than one (1) residence per tract. The ground floor area of any such residence shall not be less than six hundred fifty (650) square feet, exclusive of porches or

CERTIFICATION
All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file with this agency. These documents are routinely microfilm as a necessary operation in the production of an inviolable document file.

DM + DC
GENERAL OPERATOR

7-21-83
DATE OF FILMING

1
BLOCK ONE BRAZOS MEADOW ESTATES
LESS LOTS 11, 12 & 13 BLOCK ONE

145A/232
232

garages; EXCEPT that a private garage, barn, stable, well-house, or servants' quarters for servants actually located therein and serving the resident family shall be permitted.

4. All exterior construction on any building shall be completed within two (2) years of the date work begins.

5. There shall be no mobile homes or trailers allowed; EXCEPT that an owner or his/her agent or contractor may locate a mobile home or trailer on the tract during the time construction of a permanent structure is under way. The construction of any such permanent structure shall be completed within two (2) years of the date work begins, in accord with #4, and, upon completion of the permanent structure, or upon the two (2) year anniversary date from the day construction began, whichever occurs first, the mobile home or trailer shall be removed.

6. Recreational vehicles which are not intended to be and which are not used as permanent living quarters shall be permitted on any tract for temporary use, including seasonal use.

7. No structure of any type shall be permitted on any tract nearer than twenty (20) feet to any front boundary line, twenty (20) feet to any side boundary line, or twenty five (25) feet to any rear boundary line. A structure may be placed adjacent to a utility easement so long as it does not otherwise violate these distance restrictions. However, no structure may be placed within a utility easement.

8. All water and sewer facilities located on any tract shall comply with the requirements of the United States Environmental Protection Agency, the New Mexico Water Quality Control Division, and any other governmental agency of competent jurisdiction. Septic tanks must be located at least one hundred (100) feet from any well used by any person, including any person other than the owner of the tract installing a septic tank, as a source of drinking water.

9. All dwellings shall be of sound construction and good architectural design. No shacks, temporary-type structures,

or other structure of any type which reasonably may be deemed to be detrimental to the appearance or character of the area and neighborhood, or the intent of these restrictive covenants, shall be permitted on a permanent basis.

10. No business or commercial enterprises shall be permitted on any tract other than those tracts which are contiguous to State Road 512. No business located on one of the authorized tracts shall include or conduct any activity which is unreasonably noisy, which is visually offensive beyond a reasonable degree (including, but not limited to, being messy or disheveled in appearance), which creates offensive or noxious odors, or which otherwise detracts from the natural beauty of the area which these restrictive covenants are intended to preserve.

11. No tract which may be sold by Grantors to any other person may be divided into more than four (4) parcels by the buyer or the buyer's heirs, assigns, or successors in interest. No such parcel may be less than two (2) acres in size. Once the buyer has divided his/her tract into four (4) parcels or less as provided herein, the parcels may not be subdivided again by any other person, even if the second division shall comply with the two (acre) minimum parcel size. The four (4) parcel limit shall not apply to Grantors who shall be authorized to sell portions of the tracts they acquired from Emitt Mundy, as described in Exhibit A, as they may deem reasonable; EXCEPT that Grantors shall not sell any portion of their individual tracts which shall be less than two (2) acres.

12. No temporary, movable, unpainted frame, canvas or sheetiron/galvanized aluminum/other metal structure shall be erected upon any tract, EXCEPT as a temporary structure during construction. Any such temporary structure shall be governed by the provisions of ¶¶4 and 5 of these restrictive covenants.

13. No unlicensed, non-functioning, or junk cars shall be permitted on any tract.

14. All building materials or other items stored in the open shall be left neatly stacked, piled or arranged when not

documents in the possession of this agency by reason of the above-mentioned documents are routinely prepared and filed as a necessary operation in the possession of an authorized document file.

dm + ac

7-24-83

CERTIFIED OPERATOR

DATE OF FILING

in use, and out of sight to the extent possible.

15. All electrical, plumbing and contracting work shall be performed in compliance with the applicable codes of the State of New Mexico, the County of Rio Arriba, and any other agency of competent jurisdiction.

16. All pets or domestic animals shall be confined to the owner's property unless in the company and presence of the owner, in which case the animal shall be under the owner's control. No more than four (4) animals shall be allowed any owner. No livestock other than horses shall be permitted.

17. There shall be no cutting of trees except as is required on a building site for construction (which shall not exceed four thousand [4,000] square feet) without the express consent of the Grantor from whom the owner, or the owner's predecessor in interest, purchased his/her tract.

18. No fire shall be permitted which is not reasonably contained within some structure which provides reasonable safety against the spread of the fire. There shall be no burning of trash, and owners shall be required to haul their trash to the County dump or otherwise properly and lawfully dispose of their trash.

19. No outside toilets (outhouses) shall be permitted. It is specifically covenanted that septic tanks shall be installed, used and maintained on the premises at such time as beneficial occupancy begins. Outside toilets shall be permitted during the construction phase of the permanent structure, however, until the septic system is installed and functioning; PROVIDED that the terms and conditions of ¶¶ 4 and 5 shall apply and govern this provision.

20. No barbed wire fencing shall be used to enclose any building site.

21. Violation of any of these provisions shall be actionable by any other owner of land within the area described in Exhibit A, and the prosecuting owner may seek redress at law or equity in a court of competent jurisdiction to enforce these restrictive covenants. This right of action

APPROVED
BY
DATE OF FILING
7-24-83

THIS INSTRUMENT IS SUBJECT TO THE PROVISIONS OF THE

shall also apply to Grantors. Any owner who is determined by a court of competent jurisdiction to have been in violation of these restrictive covenants shall be required to pay the costs and expenses of the prosecuting owner's successful efforts, including attorney's fees.

22. The invalidation of one of these restrictive covenants, or any part of them, by any court of competent jurisdiction, shall not serve to invalidate those provisions not determined to be invalid, and they shall remain in full force and effect.

Dated: ^{July} ~~June~~ 15, 1983.

Joan E. Ball
Grantor

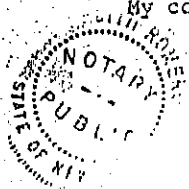
George Gee
Grantor

STATE OF NEW MEXICO)
) ss
COUNTY OF RIO ARRIBA)

The foregoing instrument was acknowledged before me this 15 day of ^{July} ~~June~~, 1983, by George Gee and Jo Ball.

John Lewis Romero
Notary Public

My commission expires 18 January 1986.



470 + 210
DATE OF FILING 7-24-83

CERTIFICATION
All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are not to be filed as a necessary operation in the preparation of an invalid document file.

EXHIBIT "A"

DESCRIPTION OF SURVEY
FOR
EMITT MUNDY
TRACT "A"

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, in the vicinity of Brazos Lodge, Rio Arriba County, New Mexico, and being more particularly described as follows:

Beginning at the NE corner of this tract, whence a N.M.S.E.O. Brass Cap "LOGE 1973", bears S.61°30'05"E., a distance of 4606.26 feet; thence from said point of beginning S.04°26'31"E., 2592.68 feet to the SE corner of this tract, a point on the northerly right of way line of S.R. 512; thence westerly on a 8.0665° curve to the right, Delta=29°28'35", R=710.29', L=365.42 feet to the point of tangent (CH. BRG. & DIST.= S.88°39'42"W., 361.40'); thence N.76°36'00"W., 174.03 feet to the point of curve; thence westerly on a 7.8496° curve to the left, Delta=30°09'37", R=729.92', L=384.23 feet to the point of tangent (CH. BRG. & DIST.= S.88°19'12"W., 379.81'); thence S.73°14'23"W., 97.78 feet to the point of curve; thence westerly on a 6.4537° curve to the right, Delta=12°39'29", R=887.80', L=196.14 feet to the point of tangent (CH. BRG. & DIST.= S.79°34'08"W., 195.74'); thence S.85°53'52"W., 360.23 feet to the point of curve; thence westerly on a 10.5397° curve to the right, Delta=16°43'07", R=543.62', L=158.63 feet to the SW corner of this tract (CH. BRG. & DIST.= N.85°44'34"W., 158.06'); thence leaving said right of way line N.00°26'48"E., 2497.60 feet to the NW corner of this tract; thence N.84°28'49"E., 1500.00 feet to the point and place of beginning.

Containing 93.173 acres.

All as delineated on that certain plat of survey prepared by Adriano G. Valdez, Professional Land Surveyor, N.M.L.S. #5221 entitled "Plat of Survey for Emitt Mundy", dated Aug., 1981.

CERTIFICATION
All microphotographic images of documents on this film strip are of authorized documents of this agency as noted in the Statement of Document Identification on file at this agency. These documents are routinely microfilm as a necessary operation in the generation of an audiovisual document file.

7-26-83
DATE OF FILING
CHERRY CRATION

*JB
Adrian
G.M.*

20977
FILED IN THE COUNTY
CLERK'S OFFICE
AT 9:30 O'CLOCK A.M.
Book 145-6 Page 232-237



JUL 21 1983

SILVIANO ROMERO
County Clerk Rio Arriba County N.M.
By *Silvia Romero* Deputy

78.00

RESTRICTIVE COVENANTS

WHEREAS George Gee and Jo Ball (hereinafter "Grantors") have purchased as individuals separate portions of certain real property from Emitt Mundy located along New Mexico Highway 512, in the vicinity of the Village of Los Brazos, County of Rio Arriba, State of New Mexico, more particularly described in Exhibit A to these restrictive covenants, which is attached hereto and incorporated herein by reference; and,

WHEREAS Exhibit A describes as a whole unit the separate portions of real property purchased by Grantors individually; and,

WHEREAS Grantors wish to impose reasonable restrictions on their real property as to its appearance and use in order to, preserve its natural beauty and present condition to a reasonable degree for the benefit of themselves and any and all subsequent owners;

THEREFORE, the following restrictive covenants shall apply to the real property described in Exhibit A, and to any part or portion of the land so described.

1. These restrictive covenants shall be effective on the date of the execution of this instrument. They shall run with the land and shall bind all persons, including Grantors and their heirs, assigns and successors in interest, who shall own or who shall claim an interest in the land described in Exhibit A or in any part thereof.

2. These restrictive covenants may be altered, amended or deleted from time to time, by a majority vote of all of the persons who shall own the land described in Exhibit A, or any part thereof. Any such alteration, amendment or deletion which is passed and approved in accordance with this provision shall be reduced to writing, copies of which shall be given to every landowner of record, and shall be recorded at the office of the Rio Arriba County Clerk.

3. Only single family residences shall be permitted upon the land, with no more than one (1) residence per tract. The ground floor area of any such residence shall not be less than

147-A/307

six hundred fifty (650) square feet, exclusive of porches or garages; EXCEPT that a private garage, barn, stable, well-house, or servants' quarters for servants actually located therein and serving the resident family shall be permitted.

4. All exterior construction on any building shall be completed within two (2) years of the date work begins.

5. There shall be no mobile homes or trailers allowed; EXCEPT that an owner or his/her agent or contractor may locate a mobile home or trailer on the tract during the time construction of a permanent structure is under way. The construction of any such permanent structure shall be completed within two (2) years of the date work begins, in accord with 4, and, upon completion of the permanent structure, or upon the two (2) year anniversary date from the day construction began, whichever occurs first, the mobile home or trailer shall be removed.

6. Recreational vehicles which are not intended to be and which are not used as permanent living quarters shall be permitted on any tract for temporary use, including seasonal use.

7. No structure of any type shall be permitted on any tract nearer than twenty (20) feet to any front boundary line, twenty (20) feet to any side boundary line, or twenty five (25) feet to any rear boundary line. A structure may be placed adjacent to a utility easement so long as it does not otherwise violate these distance restrictions. However, no structure may be placed within a utility easement.

8. All water and sewer facilities located on any tract shall comply with the requirements of the United States Environmental Protection Agency, the New Mexico Water Quality Control Division, and any other governmental agency of competent jurisdiction. Septic tanks must be located at least one hundred (100) feet from any well used by any person, including any person other than the owner of the tract installing a septic tank, as a source of drinking water.

9. All dwellings shall be of sound construction and good architectural design. No shacks, temporary-type structures,

or other structure of any type which reasonably may be deemed to be detrimental to the appearance or character of the area and neighborhood, or the intent of these restrictive covenants, shall be permitted on a permanent basis.

10. No business or commercial enterprises shall be permitted on any tract other than those tracts which are contiguous to State Road 512. No business located on one of the authorized tracts shall include or conduct any activity which is unreasonably noisy, which is visually offensive beyond a reasonable degree (including, but not limited to, being messy or dissheveled in appearance), which creates offensive or noxious odors, or which otherwise detracts from the natural beauty of the area which these restrictive covenants are intended to preserve.

11. No tract which may be sold by Grantors to any other person may be divided into more than four (4) parcels by the buyer or the buyer's heirs, assigns, or successors in interest. No such parcel may be less than two (2) acres in size. Once the buyer has divided his/her tract into four (4) parcels or less as provided herein, the parcels may not be subdivided again by any other person, even if the second division shall comply with the two (acre) minimum parcel size. The four (4) parcel limit shall not apply to Grantors who shall be authorized to sell portions of the tracts they acquired from Emitt Mundy, as described in Exhibit A, as they may deem reasonable; EXCEPT that Grantors shall not sell any portion of their individual tracts which shall be less than two (2) acres.

12. No temporary, movable, unpainted frame, canvas or sheet iron/galvanized aluminum/other metal structure shall be erected upon any tract, EXCEPT as a temporary structure during construction. Any such temporary structure shall be governed by the provisions of 4 and 5 of these restrictive covenants.

13. No unlicensed, non-functioning, or junk cars shall be permitted on any tract.

14. All building materials or other items stored in the open shall be left neatly stacked, piled or arranged when not

in use, and out of sight to the extent possible.

15. All electrical, plumbing and contracting work shall be performed in compliance with the applicable codes of the State of New Mexico, the County of Rio Arriba, and any other agency of competent jurisdiction.

16. All pets or domestic animals shall be confined to the owner's property unless in the company and presence of the owner, in which case the animal shall be under the owner's control. No more than four (4) animals shall be allowed any owner. No livestock other than horses shall be permitted.

17. There shall be no cutting of trees except as is required on a building site for construction (which shall not exceed four thousand [4,000] square feet) without the express consent of the Grantor from whom the owner, or the owner's predecessor in interest, purchased his/her tract.

18. No fire shall be permitted which is not reasonably contained within some structure which provides reasonable safety against the spread of the fire. There shall be no burning of trash, and owners shall be required to haul their trash to the County dump or otherwise properly and lawfully dispose of their trash.

19. No outside toilets (outhouses) shall be permitted. It is specifically covenanted that septic tanks shall be installed, used and maintained on the premises at such time as beneficial occupancy begins. Outside toilets shall be permitted during the construction phase of the permanent structure, however, until the septic system is installed and functioning; PROVIDED that the terms and conditions of ¶¶4 and 5 shall apply and govern this provision.

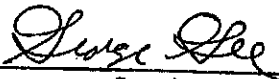
20. No barbed wire fencing shall be used to enclose any building site.

21. Violation of any of these provisions shall be actionable by any other owner of land within the area described in Exhibit A, and the prosecuting owner may seek redress at law or equity in a court of competent jurisdiction to enforce these restrictive covenants. This right of action shall also apply to Grantors. Any owner who is determined by

a court of competent jurisdiction to have been in violation of these restrictive covenants shall be required to pay the costs and expenses of the prosecuting owner's successful efforts, including attorney's fees.

22. The invalidation of one of these restrictive covenants, or any part of them, by any court of competent jurisdiction, shall not serve to invalidate those provisions not determined to be invalid, and they shall remain in full force and effect.

Dated: Jan. 4, 1984.


Grantor


Grantor

STATE OF NEW MEXICO)
) ss
COUNTY OF RIO ARRIBA)

The foregoing instrument was acknowledged before me this 4th day of Jan., 1984, by George Gee and Jo Ball.


Notary Public

My commission expires: 18 January 1986

LEGAL DESCRIPTION - EAST HALF

A tract of land lying within the Tierra Amarilla Grant, in the vicinity of Brazos Lodge, Rio Arriba County, New Mexico, being a portion of the Plat of Survey for Emitt Mundy, surveyed by Adriano G. Valdez, N.M.L.S. No. 5221, in August, 1982, said tract being more particularly described as follows:
BEGINNING at the Southeasterly corner of the tract herein described whence the N.M.S.E.O. brass cap monument "Lodge 1973" bears N. 85 deg. 03'47" E., a distance of 3258.16 feet; Thence N. 89 deg. 24'08" W., a distance of 64.86 feet to a point of curve; Thence along a curve to the left, having a radius of 1080.00 feet; a distance of 314.30 feet to a point of tangent; Thence S. 73 deg. 55'00" W., tangent to the last described curve, a distance of 235.25 feet to the Southwest corner of the said tract; Thence N. 04 deg. 26'31" W., a distance of 2592.68 feet to the Northwest corner of said tract; Thence N. 84 deg. 28'49" E., a distance of 908.44 feet to the Northeast corner of said tract; Thence S. 04 deg. 26'31" E., a distance of 657.09 feet; Thence S. 05 deg. 00'00" E., a distance of 208.30 feet; Thence S. 02 deg. 00'00" E., a distance of 721.91 feet; Thence S. 05 deg. 52'12" E., a distance of 558.38 feet; Thence S. 14 deg. 00'00" W., a distance of 150.00 feet; Thence S. 50 deg. 00'00" W., a distance of 282.24 feet; Thence S. 00 deg. 35'52" W., a distance of 99.10 feet to the point of beginning and containing 51.189 acres, more or less.

LEGAL DESCRIPTION - WEST HALF

A tract of land lying within the Tierra Amarilla Grant, in the vicinity of Brazos Lodge, Rio Arriba County, New Mexico, being a portion of the Plat of Survey for Emitt Mundy, surveyed by Adriano G. Valdez, N.M.L.S. No. 5221, in August, 1982, said tract being more particularly described as follows:
BEGINNING at the Southwesterly corner of the tract herein described, whence the N.M.S.E.O. brass cap monument "Lodge 1973" bears N. 85 deg. 03'47" E., a distance of 3258.16 feet; Thence N. 00 deg. 35'52" E., a distance of 99.10 feet; Thence N. 50 deg. 00'00" E., a distance of 282.24 feet; Thence N. 14 deg. 00'00" E., a distance of 150.00 feet; Thence N. 05 deg. 52'12" W., a distance of 558.38 feet; Thence N. 02 deg. 00'00" W., a distance of 721.91 feet; Thence N. 05 deg. 00'00" W., a distance of 208.30 feet; Thence N. 04 deg. 26'31" W., a distance of 657.09 feet, to the Northwest corner of said tract; Thence N. 84 deg. 28'49" E., a distance of 909.88 feet to the Northeast corner of said tract; Thence S. 04 deg. 26'31" E., a distance of 2817.95 feet to the Southeastly corner of said tract; Thence S. 49 deg. 27'00" W., distance of 171.11 feet to a point on a curve; Thence Westerly along a curve to the left, having a radius of 1151.38 feet and whose chord bears N. 81 deg. 49'40" W., a distance of 207.77 feet to a point of tangent; Thence N. 86 deg. 59'51" W., tangent to the last described curve, a distance of 122.57 feet to a point of curve; Thence along a curve to the left, having a radius of 1545.97 feet; a distance of 159.77 feet to a point of tangent; Thence S. 87 deg. 04'53" W., tangent to the last described curve, a distance of 178.54 feet to a point of curve; Thence along a curve to the right, having a radius of 308.85 feet, a distance of 129.23 feet to a point of tangent; Thence N. 68 deg. 56'38" W., tangent to the last described curve, a distance of 109.43 feet to a point of curve; Thence along a curve to the left, having a radius of 545.32 feet, a distance of 194.72 feet to a point of tangent, being also the point of beginning and containing 58.784 acres, more or less.

PREPARED BY: Southwest Surveying Co.
215 Marble N.W.
Albuquerque, N.M. 87120
(505) 247-4444
January 3, 1984

24042
FILED IN THE COUNTY

CLERK'S OFFICE

AT 8:40 O'CLOCK A.M.
Book 147-6 Page 307-312

JAN 5 1984

SILVIANO ROMERO

County Clerk Rio Arriba County N.M.

By Silvia Romero Deputy

ADDENDUM TO RESTRICTIVE COVENANTS

BRAZOS MEADOWS ESTATES

Given the rights in paragraph two (2) page one (1) of the Restrictive Covenants established by George Gee and Joan Ball on that property described in Exhibit A, attached and made a part of this addendum, we hereby file the following addendum and correction:

Paragraph 11 shall forthwith read as follows:

Paragraph 11. No tract which may be sold by Grantors to any other person may be divided into more than four (4) parcels by the buyer or the buyer's heirs, assigns or successors in interest. No such parcel may be less than two (2) acres in size. Once the buyer has divided his/her tract into four (4) parcels or less as provided herein, the parcels may not be subdivided again by any other person, even if the second division shall comply with the two (2) acre minimum parcel size. The four (4) parcel limit shall not apply to Grantors who shall be authorized to sell portions of the tracts they acquire from Emitt Mundy, as described in Exhibit A, as they may deem reasonable, EXCEPT that grantors shall not sell any portion of their individual tracts which shall be less than one (1) acre, EXCEPTING those lots one (1) through thirteen (13) in Block one (1) and lots one (1), two (2) and three (3) in Block two (2) which will not be affected by the above corrected addendum, but will remain covered by the original Restrictive Covenants.

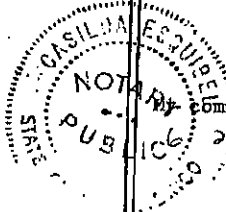
Dated: July 29, 1987

George Gee
Grantor, George Gee

Joan Ball
Grantor, Joan Ball

STATE OF NEW MEXICO)
COUNTY OF RIO ARRIBA) ss.

The foregoing instrument was acknowledged before me this day 13th of August, 1987 by George Gee and Joan Ball.



Commission expires: 8-25-88

Casilda Espinosa
Notary Public

163-9/559

The following addendum to the Restrictive Covenants, having been duly recorded in the Records of Rio Arriba County, have been presented to the following land owners. Their signatures acknowledge their receipt and acceptance of this addendum.

William A. O'Hara
William A. O'Hara

Cyndee I. O'Hara
Cyndee I. O'Hara

Todd Ireland
Todd Ireland

Peggy Ireland
Peggy Ireland

Lawrence E. Martinez
Lawrence Edward Martinez

Patricia J. Martinez
Patricia Jean Martinez

#56232
FILED IN THE COUNTY,
CLERK'S OFFICE
AT 3:46 O'CLOCK P. M.
Book 1638 Page 559-560

AUG 25 1987

JOSE E. ATENCIO
County Clerk Rio Arriba County,
New Mexico
By Rosalba K. Alvarez Deputy



B: 542 P: 2097 Doc Id: 2019-02097 Isaac
05/08/2019 11:25 AM
Receipt #: 48188 Page 1 of 6
Linda J. Padilla County Clerk & Recorder Rio Arriba, New Mexico



ADDENDUM TO RESTRICTIVE COVENANTS

BRAZOS MEADOWS ESTATES

Given the rights in paragraph two (2) page (1) of the Restrictive Covenants dated July 15, 1983 in the State of New Mexico, County of Rio Arriba, the majority of the property owners who own land described in exhibit A hereby file the following addendum and correction:

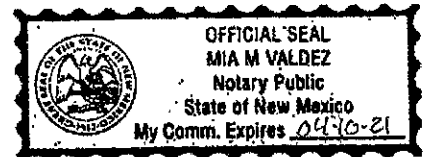
Paragraph 6 (also known as Section 6) shall forthwith read as follows:

"Recreational vehicles, camping trailers, 5th wheels, motor homes or any structure designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use are not permitted on any tract except as provided under Paragraph 5 (also knows as Section 5) herein.

Dated: May 8, 2019

Subscribed and Sworn to before me this 8th day of May 20 19

By Mary Jane Wood Mia M Valdez
Mary Jane Wood Notary Public
Petition Drive Coordinator



My commission expires on April 10, 2021

EXHIBIT "A"

DESCRIPTION OF SURVEY
FOR
EMITT MUNDY

TRACT "A"

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, in the vicinity of Brazos Lodge, Rio Arriba County, New Mexico, and being more particularly described as follows:

Beginning at the NE corner of this tract, whence a N.M.S.E.O. Brass Cap "10°GE 1973", bears S.61°30'05"E., a distance of 4606.26 feet; thence from said point of beginning S.04°26'31"E., 2592.68 feet to the SE corner of this tract, a point on the northerly right of way line of S.R. 512; thence westerly on a 8.0665° curve to the right, Delta=29°28'35", R=710.29', L=365.42 feet to the point of tangent (CH. BRG. & DIST.= S.88°39'42"W., 361.40'); thence N.76°36'00"W., 174.03 feet to the point of curve; thence westerly on a 7.8496° curve to the left, Delta=30°09'37", R=729.92', L=384.23 feet to the point of tangent (CH. BRG. & DIST.= S.88°19'12"W., 379.81'); thence S.73°14'23"W., 97.78 feet to the point of curve; thence westerly on a 6.4537° curve to the right, Delta=12°39'29", R=887.80', L=196.14 feet to the point of tangent (CH. BRG. & DIST.= S.79°34'08"W., 195.74'); thence S.85°53'52"W., 360.23 feet to the point of curve; thence westerly on a 10.5397° curve to the right, Delta=16°43'07", R=543.62', L=158.63 feet to the SW corner of this tract (CH. BRG. & DIST.= N.85°44'34"W., 158.06'); thence leaving said right of way line N.00°25'48"E., 2497.60 feet to the NW corner of this tract; thence N.84°28'49"E., 1500.00 feet to the point and place of beginning.

Containing 93.173 acres.

All as delineated on that certain plat of survey prepared by Adriano G. Valdez, Professional Land Surveyor, N.M.L.S. #5221 entitled "Plat of Survey for Emitt Mundy", dated Aug., 1981.

This microphotographic image of documents on this film strip was prepared by the agency as noted in the document's microfilm identification on the label. These documents are not to be used as a substitute for the original documents on which they are based.

Handwritten signature: J.B. Valdez

20377
FILED IN THE COUNTY
CLERK'S OFFICE
AT 8:00 O'CLOCK ⁴ P.M.
Book 145-6 Page 332-37



Oct 21 1983

SILVIANO ROMERO
County Clerk Rio Arriba County N.M.
By *Zm. Louder* Recorder



The following addendum to the restrictive covenants has been presented to the following land owners. Their signatures acknowledge their receipt and acceptance of this addendum.

Yes, I agree with the propose change to the restrictive covenants for Brazos Meadows:

Kareef Bruce HC75 Box 159 Chama NM 87520

Kelut E Bunker HC75 Box 159 Chama NM 87520

Jane Wood HC75 Box 213 Chama 87520

Nick Keli HC75 Box 141 Chama 87520

Richard (GELTON) H C 75 Box 130 @ HAMA 87520

Charlott G. Durbey HC75 Box 132 Chama NM 87520

Maryann Raphael HC75 Box 401, TR NM 87520

Chad A. Sp... H C 75 Box 125 Chama NM 87520

Kirk & Tania Lohnes Lot 13 Brazos Meadows Estates
Chama, NM

Mikkel D. Morris 4218 DURPC COCO
CLEVELAND, TR 77328

Albert P. Martinez P.O. Box 118 Chama CO 81128

Patricia Martinez P.O. Box 118 CHROMO CO 81128

Allen A Leach P.O. Box 94
MOUNTAINVIEW, NM 87036

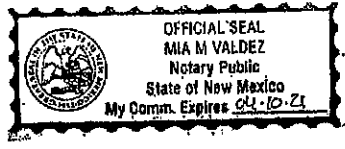
Cyndee J. Estara 9812 Alexandria Rd NE - Alb, NI

Jessica J. Spurgeon 1114 W 20th Ave
SPOKANE WA 99203

Subscribed and Sworn to before me this 6th day of May 2019

By: Mary Jane Wood Notary Public Signature

My commission expires on April 10, 2021



The following addendum to restrictive covenants has been presented to the following land owners. Their signatures acknowledge their receipt and acceptance of this addendum.

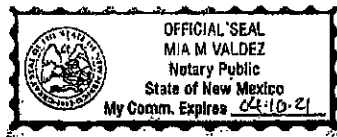
Yes, I agree with the propose change to the restrictive covenants for Brazos Meadows:

NAME	Mailing Address
<u>[Signature]</u> Mullins	<u>13405 Embudo Vista View Ct NE</u> ALBUQUERQUE NM 87111
<u>Rosalie J Wemy</u>	<u>13405 Embudo Vista View Ct NE</u> ALBUQUERQUE NM 87111
<u>[Signature]</u>	<u>Box 95122, Albuquerque NM</u> 87199
<u>[Signature]</u> DAVID A. ALICE	<u>Box 95122 ALBUQUERQUE</u> <u>1348 B 42ND ST.</u> LOS ALAMOS, NM 87544
<u>Anthony Brazos</u>	<u>PO Box 322 Cedar Crest NM</u> 87008
<u>Madelyn Brazos</u>	<u>PO Box 322 Cedar Crest NM</u> 87008
<u>Monica C McNulty</u>	<u>15060 E. Caspian Pl. Aurora, W. Colo.</u>
<u>Thomas R. Kandy</u>	<u>15060 E Caspian Pl. Aurora CO</u> 80011

Subscribed and Sworn to before me this 09th day of May, 20 19

By: [Signature] [Signature]
Mary Jane Wood Notary Public Signature

My commission expires on April 10, 2021



The following addendum to the restrictive covenants has been presented to the following land owners. Their signatures acknowledge their receipt and acceptance of this addendum.

Yes, I agree with the propose change to the restrictive covenants for Brazos Meadows:

Tom Green

2290 Pavilane

Tom Grier

Bosque Farms, NM, 87068

Paul A. Ramey

3800 N. Buena Vista
Farmington NM 87401

Daniel Bono

10617 Calle de Elena
Corrales, NM 87048

Bryony L. Dalk

402 Santa Ana Circle
Bernalillo NM 87004
402 Santa Ana Cir.

Suzanne Dalk

Bernalillo NM 87004

Jeffrey E. and Janet L. Starba

301 Union Mills Rd
Troy, VA 22974

ADAM STEVENY

16723 Shackleton Way
Woodbridge VA 22191

Terry Oxley

3125 W. Phelps Rd

Terry Oxley

Phoenix, AZ 85053

Farrell B. Garner

Farrell B. Garner

P.O. Box 84205 Pearland TX
77584

Merri E. Felton

Same as above

Merri E. Felton

Subscribed and Sworn to before me this 6th day of May 2019

By: Mary Jane Wood

Mia M Valdez

Mary Jane Wood

Notary Public Signature

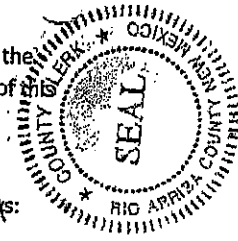
My commission expires on April 10, 2021



The following addendum to the restrictive covenants has been presented to the following land owners. Their signatures acknowledge their receipt and acceptance of this addendum.

B: 542 P: 2097 Doc Id: 2019-02097 Isaac

05/08/2019 11:28 AM
Receipt #: 48188 Page 6 of 6
Linda J. Padilla County Clerk & Recorder Rio Arriba, New Mexico



Duplicate

Yes, I agree with the propose change to the restrictive coverants for Brazos Meadows:

Karant Bruce HC75 Box 159 Chama NM 87520

Ralut E Bena HC75 Box 159 Chama NM 87520

Jane Wood HC 75 Box 213 Chama 87520

Nick Kil. HC75 Box 141 Chama 87520

John A Hawk 4708 Ponderosa NE 87110

Cecile E Hawk albany nm " 9-15-2018

Lynn Webb 323 1/2 Kosario Hill

John Webb Santa Fe, N.M.

Miscelin Galardon 13725 Cuervo CT NW
Albuquerque, NM 87107

Ann Kelly 10/3/18 17 Old Galisteo Rd. SE NM 87508

Judy Bong 17 Old Galisteo Rd. Santa Fe, NM 87508

Karin J... 509 Spruce St. Harrisburg S.D. 57032

Susan K Danto 14204 TURNER CT NE

Subscribed and Sworn to before me this 04th day of May 20 19

By: Mary Jane Wood Notary Public Signature

My commission expires on April 10, 2021



KIND OF INSTRUMENT: Warranty Deed

DATE: November 26, 1913

GRANTOR

The Arlington Land Company
a Colorado Corporation.

GRANTEE

E. Rockhill, of Antonito, Conejos
County, Colorado.

CONSIDERATION: \$26,976.91

ACKNOWLEDGED BY: The Arlington Land Company, by Samuel S. Thorpe,
President, Attest, Thomas Peebles, Secretary.

DATE: February 14, 1914 BEFORE: Nelda Hilgendorf NOTARY PUBLIC
FOR COUNTY OF: Hennipin STATE OF: Minnesota SEAL: Yes
COMM. EXPIRES: March 10, 1920 FILED FOR RECORD March 3, 1914
AT 7:00 O'CLOCK P .M. RECORDED: March 18, 1914
IN BOOK: 19-A AT PAGE: 538

DESCRIPTION OF PROPERTY

This Deed will be recited in full on
the following pages.

15.

THE ARLINGTON LAND COMPANY TO E. ROCKHILL

C. W. Deed.

This deed, made this 26th day of November A. D. 1913, Between The Arlington Land Company, a corporation, duly organized and existing under and by virtue of the laws of the State of Colorado, of the first part, and E. Rockhill, of Antonito, Conejos County, Colorado, of the second part, Witnesseth:

That said party of the first part, for and in consideration of the sum of Twenty Six Thousand, Nine Hundred Seventy Six and 91/100 (\$26,976.91) Dollars and other good and valuable consideration to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold, conveyed, and by these presents does grant, bargain, sell and convey and confirmed unto the said party of the second part, his heirs and assigns forever, all that portion of the Tierra Amarilla Grant located in Rio Arriba County, New Mexico, described as follows, to-wit;

Beginning at a point identical with the southwest corner of a tract deeded or to be deeded to one Swen Peterson by the grantors herein mentioned, a sandstone 12" x 10" x 6" in mound of stone marked S W C S P on north side, whence and aspen 6" in diameter bears south (S) sixty-seven (67) degrees forty-nine (49) minutes east (E) fifty-seven and five tenths (57.5) feet; an aspen 6" diameter bears South (S) sixty-six (66) degrees fifty-seven minutes west (W) sixty-three and five tenths (63.5) feet each blazed and marked "B.T.S.W.C.S.P." and whence also the 13-1/2 mile corner of the east boundary line of the aforesaid Tierra Amarilla Grant bears east ten thousand three hundred eighty-two and six-tenths (10,382.6) feet;

(10)

Thence in a Southerly direction along said Brazos River and coincident with the said Southeasterly line to place of beginning, containing two hundred seventy-five (275) acres more or less; this leaving a net area of tract herein conveyed of twelve thousand, five hundred forty-seven and four-tenths (12,547.4) acres more or less.

All courses true, magnetic variation thirteen (13) degrees fifty (50) minutes East (E).

Reserving, however, to the party of the first part, the right to construct, operate and maintain a power plant and power line down the Brazos Canon.

Excepting and reserving, however, ^{unto} the party of the first part from the premises above described all standing and growing merchantable timber of red spruce, pine, white spruce and balsam, together with the right of ingress and egress and regress in and upon said premises, available to said party of the first part, its agents, servants, successors or assigns or their agents or servants, as to the said premises above described, and the installing, erecting and operating of sawmill machinery thereupon on sites convenient to the purposes of this reservation for the purposes and with the rights of cutting, felling, sawing, hewing and removing the said timber so reserved, or the lumber produced therefrom, and all other operations incidental or necessary thereto or in aid thereof, including the use of necessary water and also pasturage for animals used in the said operations; provided, however, that all rights, privileges and enjoyments accruing to party of the first part under this reservation shall be exercised on or before the first day of November, A. D. 1941.

It is agreed nevertheless that party of the second part

(11)

shall have the right to cut and take sufficient timber for fencing purposes and for the construction of herders' dwellings and for all reasonable necessity in the use of the land as a pasturage.

This land is deeded subject to the terms of that certain deed made, executed and delivered by the Arlington Land Company, grantor herein, to the Sosota Land Company, which said deed was filed for record on the 19th day of November, 1913, in the office of the Probate Clerk and Ex-Officio Recorder of the County of Rio Arriba in the State of New Mexico, and duly recorded on the 21st day of November in Book 19-A of the records in said office at pages 428 to 430 in which said deed reservations are made of all minerals, coal and petroleum and of which said deed and the contents thereof the grantee herein has accepted and acknowledged actual and complete knowledge.

This land is deeded subject also to the terms of that certain deed made, executed and delivered by The Arlington Land Company to the Mosota Land Company, which said deed is dated January 21, 1914, and filed for record in the office of the Probate Clerk and Ex-Officio Recorder of the County of Rio Arriba in the State of New Mexico, in which said deed reservations are made of all minerals, coal and petroleum on a part of the premises hereinbefore described and of which said deed and the contents thereof the grantee herein has accepted and acknowledged actual and complete knowledge.

This land is deeded subject to all existing ditches and public roads. Subject to general taxes for the year A.D. 1914.

(11) A

Excepting and reserving, however, from the operation of this deed and unto the said party of the first part, its successors and assigns forever, rights of way for ditches, canals, flumes and laterals, together with lands necessary for the embankments thereof, for the using and carrying of water for domestic, irrigation and power purposes, over and across the lands hereby conveyed; also reserving rights of way for poles, cables, lines, wires and guy ropes for the transmission of electric light and power over and across said land hereby conveyed; also reserving the right to at any and all times enter in and upon the lands hereby conveyed for the purpose of constructing said ditches; flumes and canals, and erecting, placing and establishing all poles, wires, cable and guy ropes necessary or proper to be erected, placed or established for any or all of the purposes above mentioned and as well for the purposes of cleaning, repairing, reconstructing, reinforcing, replacing, adding to; and forever maintaining said ditches, canals, laterals, embankments, flumes, cables, lines, wires, guy ropes and poles or any thereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders unto issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To have and to hold the said premises above bargained and described with the appurtenances unto the said party of the second part, his heirs and assigns forever.

(12)

And the said The Arlington Land Company, for itself, its successors and assigns, doth covenant, grant, bargain, and agree to and with the said party of the second part, his heirs and assigns, that the time of the ensembling and delivery of these presents it is well seized of the premises above conveyed as of a good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple and has good right; full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature so ever, except ditches and public roads, if any, and in the above bargained premises in the quiet and peaceable possession of the said party of the second, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof the said party of the first part shall and will warrant and forever defend.

In witness whereof, the said party of the first part hath caused its corporate name to be hereunto subscribed by its president and its corporate seal to be hereunto affixed, attested by its secretary the day and year above written.

(SEAL) The Arlington Land Company,
Samuel S. Thorpe, President.

ATTEST:

Thomas Peebles, Secretary.

(13)

State of Minnesota,)
County of Hennepin.)

On this 14th day of February, A. D. 1914, before me appeared Samuel S. Thorpe, to me personally known, who being by me duly sworn, did say that he is the President of The Arlington Land Company, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and that said Samuel S. Thorpe acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 14th day of February, A. D. 1914.

My commission expires March 10, 1920.

Nelda Helgendorf,

(SEAL)

Notary Public.

JOINT ROAD MAINTENANCE AGREEMENT

OWNERS NAME/ LEGAL DESCRIPTION/ PARCEL

Gregory & Lorraine Dekle, Susan K. Danto; Collen Leach;
Jeffrey & Janet Sterba; John & Cecile Hawk and Donna M. Giacinto

OWNERS NAME/ LEGAL DESCRIPTION/ TAX ID

Lots 20, 21, 23, 25, 26 & 28, Block 3, Brazos Meadow Estate Subdivision

WHEREAS, EACH PARTY HERETO ON BEHALF OF HIMSELF
OR HERSELF, AND RESPECTIVE HEIRS, SUCCESSORS OR
ASSIGNS, WISHES TO CONTRACT FOR PERPETUAL
MAINTENANCE OF THE: INSERT LEGAL OF ESAEMENT HERE

Venado Lane, Brazos Meadow Estate Subdivision

EACH PARTY AGREES AS FOLLOWS:

1. MAINTENANCE. THE PARTIES SHALL MAINTAIN AND REPAIR THE EXISTING ROAD. ALL PARTIES SHALL SHARE EQUALLY IN THE EXPENSES FOR NORMAL MAINTENANCE AND REPAIR. NO EXPENSE SHALL BE INCURRED BY ANY PARTY WITHOUT UNANIMOUS CONSENT OF ALL OTHER PARTIES HERETO. SUCH CONSENT SHALL BE IN WRITING, SIGNED BY ALL PARTIES, WITH A COPY DELIVERED TO EACH PARTY.
2. PAYMENT. THE COST FOR AGREED MAINTENANCE AND REPAIR SHALL BE BORNE AND SHARED EQUALLY BY

REG ARREBA COUNTY CLERK
MOISES A MORALES JR
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Book 534 Page 855
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BY KASHLAZAR

THE OWNERS OF THE PARCELS HAVING EQUAL ACCESS THEREFROM. IN THE CONSENT TO REPAIR, THE PARTIES SHALL DESIGNATE A PARTY TO BE THE AGENT FOR CONTRACTING OR UNDERTAKING THE AGREED REPAIR OR MAINTENANCE AND TO COLLECT EACH PARTY'S SHARE OF THE COST THEREOF

3. SUCCESSORS IN INTEREST. THIS AGREEMENT IS BINDING ON THE HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST OF THE PARTIES.

4. UNDERGROUND UTILITY REPAIRS. WHENEVER CHANGES TO OR EMERGENCY REPAIRS ARE REQUIRED TO THE UNDERGROUND SERVICING SYSTEMS (GAS, WATER, ELECTRICITY, SEWER, CABLE AND PHONE) THAT REQUIRE BREAKING THE SURFACE OF THE EASEMENT PROPERTY TO CONDUCT REPAIR OR CHANGE, THE PROPERTY OWNER AND OTHER PARTIES HAVING SERVICE SYSTEMS WITHIN THE EASEMENT AREA SHALL BE NOTIFIED IMMEDIATELY. THE METHOD USED TO EXPOSE THE SERVICE SYSTEM FOR CHANGE OR REPAIR SHALL BE AGREED TO BY THE PROPERTY OWNER PRIOR TO INITIATION.

5. DAMAGE. IT IS ALSO UNDERSTOOD AND AGREED THAT IF THE OWNER OF A PARCEL HAVING ACCESS OVER THIS EASEMENT DAMAGES OR DISTURBS THE SURFACE OF THE ROADWAY OVER THIS EASEMENT, (OTHER THAN NORMAL AUTOMOBILE AND SERVICE INGRESS AND EGRESS.) THEN HE/SHE SHALL BE RESPONSIBLE TO IMMEDIATELY RESTORE THE ROAD SURFACE TO AS NEARLY AS POSSIBLE THE CONDITION IN WHICH IT EXISTED PRIOR TO BEING DISTURBED.

6. UNPAID COSTS OR UNREPAIRED DAMAGE TO BE A LIEN ON LAND. IN THE EVENT A PARTY DOES NOT PAY HIS OR HERS PRO RATA SHARE ON COSTS WITHIN THIRTY (30) DAYS AFTER IT IS REQUESTED OR A PARTY

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BY KASALAZAR

RESPONSIBLE FOR DAMAGE TO THE ROADWAY DOES NOT IMMEDIATELY CORRECT THE DAMAGE, THEN THE REMAINING PARTIES SHALL BE ENTITLED TO CLAIM A LIEN AGAINST THE NON-PAYING OR NON-PERFORMING PARTY'S PARCEL OF PROPERTY, AND TO BRING SUIT FOR SUCH COSTS INCURRED THEREBY. SAID LIEN SHALL BE FORCLOSABLE AS A MORTGAGE PURSUANT TO THE LAWS OF THE STATE OF WASHINGTON.

Gregory J. D. [Signature]
OWNERS NAME

OWNERS NAME

OWNERS NAME

OWNERS NAME

RIO ARriba COUNTY CLERK
MOISES A MORALES JR
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