RESTRICTIVE COVENANTS

Whereas, Print Mundy, a single man and Cache Mundy, a single man are the owners of the property described on Exhibit "A" attached hereto and made a part hereof and

Whereas owners wish to impose reasonable restrictions of 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 2/3 majority vote of all 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 be not less than eight hundred (800) square feet, exclusive of porches or garages. EXCEPT that a private garage, barn, stable, wellhouse shall be permitted. One (1) servants'/guest quarters of not less than four hundred (400) heated square feet shall be permitted as long as it is not the primary residence.
- 4. All exterior construction on any building shall be completed within two (2) years of the date work begins.
- 5. No structures taller that three (3) stories above grade shall be permitted. Extraordinary structures such as towers and observation decks must have written permission of all adjacent landowners.
- 6. There shall be no mobile homes or trailers allowed; EXCEPT that an owner or his/her agent contractor may locate a mobile home or trailer on the tract during the time of construction of a permanent structure is underway. The construction of any such permanent structure shall be completed within two (2) years of the date work begins, in accord with item 4, and upon completion of the permanent structure, or upon the two (2) year anniversary date from the day construction began, whichever comes first, the mobile home or trailer shall be removed.
- 7. 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. No recreational

194-A/693

vehicles may have the wheels removed. All recreational vehicles must be out of view.

- 8. No structure of any type shall be permitted on any tract nearer than twenty five (25) feet to any front boundary line, twenty five (25) feet to any side boundary line, or twenty five (25) feet to any rear boundary line, or fifty (50) feet from edge of road, or fifty (50) feet from a structure on an adjacent tract. 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.
- 9. 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 and drain fields 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 cistern, as a source of drinking water.
- 10. All dwellings shall be of sound construction and good architectural design. Garages and out-buildings shall conform in construction and design to the construction and design of the main building. Butane or propane tanks, water-storage tanks and satellite dishes must conform to state regulations and will be located so as not to distract from the appearance of the tract. No shacks, temporary-type structures, or other structures 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.
- 11. No business, trade or offensive activity which requires customer parking of any kind shall be carried on upon any residential tract. Nothing may be done on any tract which may be or become an annoyance or nuisance to the neighborhood. No on-street parking shall be permitted and owners of residential structures shall provide adequate off-street parking for residents residing in said dwelling. Set-back for parking spaces shall be the same as required elsewhere herein for the dwelling structure.
- 12. No future division of the property herein described shall be allowed in parcels 12.—No-parcels may be less than three (3) acres in size.

less than three (3) acres.

- 13. No temporary, movable, unpainted frame, canvas or sheetiron/galvanized aluminum/other metal structures shall be erected upon any tract, EXCEPT as a temporary structure during construction. Any such temporary structure shall be governed by the provisions of items 4. and 5. of these restrictive covenants.
- 14. No unlicensed, non-functioning "junk" cars shall be permitted on any tract.
- 15. 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.
- 16. 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.
- 17. 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 livestock

other that horses shall be permitted. Three (3) horses per three (3) acre tract. Maximum of ten (10) horses regardless of tract size. Horses must be kept in a fenced area. In no case will a nuisance of any type be maintained.

- 18. Natural vegetation will be left undisturbed, except for access to property, and clearing of building sites. There shall be no excess cutting of trees except as is required on a building site for construction (which shall not exceed four thousand (4000) square feet) without the express written consent of adjacent land owners. No trees larger than twelve (12) inches in diameter may be cut except in accordance to the above restrictions without written consent of adjacent land owners.
- 19. 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.
- 20. 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 items 4. and 5. shall apply and govern this provision.
- 21. No barbed wire fencing shall be used to enclose any tract or building site. No electric fences shall be allowed on any tract. All fences will have permanent reinforced corner bracing.
- 22. 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.
- 23. 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.

Witness our hands and seals this	26th day of March , 1994
Triat W. Mindy	Cache D. Mundy by Frat W. Mondy
Print W. Mundy	Cache, D. Mundy
	his attorney in fact
State of New Mexico	V

State of New Mexico Courty of Rio Arriba;

" Cor N'

The foregoing instrument was acknowledged befor me this 26th day of March 1994, by Print W. Mundy, individually and as attorney-in-fact for Cache D. Mundy, both single men.

My Commission Expires: 25-17-95

Notary Public

Ä

A certain truet or purcels of land lying and being situate in the vicinity of Brazos Lodge, Rio Arriba County, new Hexico and being more particularly described as follows:

Tract "C-1" Beginning at the no. thoust corner of this truct, whence n ... H.S.E.C. Brass Cap "LODGE 1973" boars 5.05°51'41"W., n distance of 2660.56 feet; thence from sail point of beginning 5.00°42'57"E., £45.65 feet to the southeast corner of this tract; thence 5.84°28'49"W., 2605.45 feet to the southwest corner of this tract; thence 4.04°26'30"W., 841.05 feet to the northwest corner of this tract; thence 1.4°28'49"E., 2660.29 feet to the point and place of beginning. of beginning.

Containing 50.825 scres.

Tract "C-2" Beginning at the northeast corner of this tract, whence a M.H.S.E.O. Brass Cap "LODGE 1973" bears &.CO°42'57"W., 843.85 feet; thence 5.08°51'41"W., a distance of 2660.56 feet; thence from s.id point of beginning E.OO°42'57"E., 314.56 feet; thence 5.CO°46'14"E., 547.44 feet to the southeast corner of this truct; thence 5.84°28'53"w., 2549.94 feet to the southeast corner of this truct; thence 3.CM to the southwest corner of this tract; thence N.C4° 26' 30" N., 859.12 fect to the northwest corner of this truct; thence ...84°28'49"2., 2605.45 feet to the point and place of beginning.
Containing 50.830 acres.

Tract "C-3" from said point of beginning 8.00°46'14"E., 380.97 feet to the southeast corner of this truct; thence 6.84°28'53"%., 2493.52 feet to the southwest corner of this truct; thence of this truct; thence of this truct; thence of this truct; thence 3.84°28'53"%. 28'53"E., 2549.94 feet to the point and place of beginning. Centuining 50.825 acres.

Tract "C-4" beginning at the northeast corner of this tract, whence n 3.1.5.2.0. Brass Cap "LODGE 1975" bears E.64°35'52" J., a distance of 445.55 feet; thence from said point of beginning 5.00°46'14" E., 1403.95 from said point of beginning S.00°46'14"E., 1403.95
feet to the southeast corner of this tract; thence
S.65°51'41"X., 445.98 feet; thence i..61°34'30"W.,
544.95 feet; thence i..62°13'36"W., 34.36 feet;
thence i..61°51'48"W., 726.12 feet; thence ii.71°
57'11"W., 579.20 faut; thence E.07°04'21"E., 16.59
feet to a point on the northerly right of way line
of S.R. 51E; thence slong said right of way line
of S.R. 51E; thence slong said right of way line
i..71°19'35"W., 32.29 feet; thence on a 5.7134°
curve to the right, Delta=10°29'21", R=1002.84',
L=103.59', (Cn. Prp. & Dist. N.66°04'53"W., 183.34'
f. t); thence ..61'50'12"W., 122.68 feet; thence
on a 6.4905" curve to the left, Delta=15°45'17",
R=202.79', L=245.77', (Ch. Brg. & Dist. N.06°44'
50"W., 203.00 juct); thence M.76°39'29"W., 145.12'
fett; thence lawing said right feets thunco leaving soid right

of why lim ...49"27'00"... 171.11 feet; thomes %.04"
25'): W., 94.55 feet to the northwest corner of this

Containing 50.820 cores.

Buing a portion of the 405.444 acre tract surveyed for Emitt Rundy by Alriano U. Valiez, Professional Land Surveyor, B.K.L.S. .0.5221, detel aug. 1921. 35 25

LEGAL DESCRIPTION

A certain tract of land situate in the vicinity of the Brazos Lodge and being a portion of the historic Swayze Tract (also known as the Ripley Tract) within the Tierra Amarilla Land Grant, Patent No. 3, as conveyed to Francisco Martinez on 21 Pehroary 1881 by U. S. Congress in compliance with a Treaty of Peace between the United States and Mexico, commonly known as the Treaty of Guadalupe Hidalgo, said treaty being ratified on 2 February 1848; in Rio Arriba County, New Mexico, and more particularly described as follows, being derived from a survey and plat entitled "Survey for Print W. & Cache D. Mundy", completed in March of 1993 by William H. Albert, NMPS 7241, having as bearing S.89°26'01°W. (from NMSEO brass cap "Lodge" to NMSEO brass cap "Chavez");

Beginning at a 1/2" rebar with PS 7241 cap set for the southwest corner at a point whence NMSEO brass cap "Lodge" bears S.39°11'42"E. a distance of 572.95 feet;

Thence N.00°47'25"W. a distance of 798.31 feet to a northwesterly corner, a point on the centerline of a 50-foot access and underground utility easement whence a 1/2" rebar with PS 7241 cap set on the southerly right-c5-way of said easement bears S.00°47'43"E. a distance of 25.08 feet;

Thence along said centerline as follows:

S.86°18'14"E. a distance of 203.31 feet to a point;

N.55°57'37"E. a distance of 83.46 feet to a point;

N.13°22'30"E. a distance of 240.57 feet to a point;

N.60°36'00"E. a distance of 239.52 feet to a point;

N.06°01'30"E. a distance of 131.80 feet to a point;

N.38°23'15"E. a distance of 167.65 feet to a point;

N.00°46'34"W. a distance of 119.97 feet to a point;

N.34°03'40"W. a distance of 288.04 feet to a point;

N.02°57'39"E. a distance of 173.23 feet to a point;

N.15°08'52"W. a distance of 180.99 feet to a northwesterly corner, a point whence a 1/2" rebar with PS 7241 cap bears N.84°17'53"E. a distance of 25.34 feet;

Thence N.84°17'57"E. a distance of 330.87 feet to the northeast corner, a 1/2" rebar found at a fence corner;

Thence S.00°43'31"E. a distance of 1158.45 feet to a found 5/8" rebar with aluminum cap marked "1969 NW";

Thence S.00°47'27"E. a distance of 1014.56 feet to a .1/2" rebar with PS 7241 cap set for the southeast corner;

Thence S.89°13'52"W. a distance of 800.00 feet to the southwest corner and point of beginning.

Containing 24.00 acres, more or less.

APR 04 DAVID ST

DAVIDS CHAVEZ Count Clerk As County By to May

CONT. WENNY

186-4/39

This agreement made on the 3/1 July, 1992, by and between Print W. Mundy and Cache D. Mundy, both single men, parties of the first part; Mundy Ranch, Inc., a New Mexico Corporation, party of the second part;

Witnesseth, that the parties of the first part, for their-selves, their heirs and assigns, grant and convey unto the party of the second part, his heirs and assigns, a 50 feet road and utility easement in, to, upon, and over a portion of the property shown on the attached plat. Said road and utility easement will run from the South Boundary to the North Boundary as currently flagged on the ground. After construction of said roadway or any underground utilities, the party of the second part will have the centerline of said easement surveyed and placed on the original property plat.

Said easement is given for the sole purpose of ingress and egress and the construction of underground utilities and is agreed and understood that it is not to be construed as an easement given to the exclusion of the parties of the first part, their heirs and assigns, or to others later granted a similar right.

The party of the second part will not maintain said roadway and it will be the responsibility of the parties of the first part and all other users of said roadway to maintain and make necessary repairs, at his or their own expenses, should the roadway require same for its proper upkeep and maintenance.

To have and to hold the said right of way easement unto the party of the second part forever.

In witness whereof, the parties hereto have duly executed this agreement.

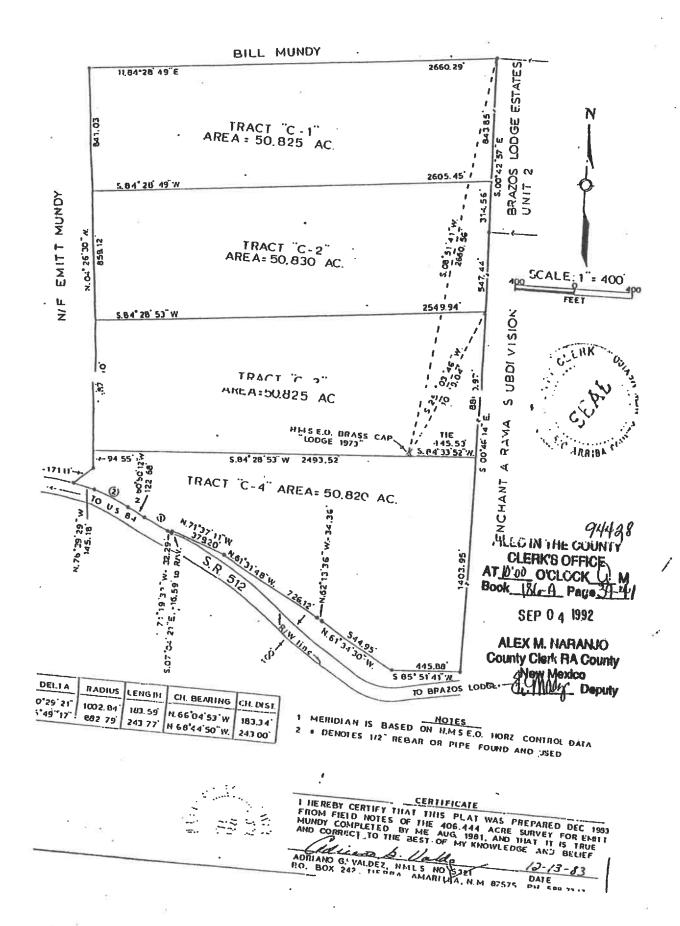
Mundy Ranch, Inc. by

James W. Mundy, President

Print W. Mundy

Cache D. Mundy

186-A/39



PEJ Hyde

PRIVATE ROAD MAINTENANCE AGREEMENT

WHEREAS, the parties hereto are each separate owners of certain parcels of land as described on Exhibit "A" attached hereto and made a part hereof, which are adjacent to that roadway known as Brass Cap Road as shown on the plat of survey by Metes and Bounds Surveyors and Engineers, dated April 17, 1994 recorded in the Office of the County Clerk, Rio Arriba County in Plat Book N-89, page 2998.

WHERAS, the parties hereto have each been granted a right of way along the road appurtenant to their homesites for purposes of ingress and egress.

NOW, THEREFORE in consideration of the mutual promises and terms contained herein, the parties hereto agree as follows:

- 1. The access road serving the homesites of the parties hereto shall be maintained by all the landowners served by such road and each owner shall pay his pro rata share of such maintenance and upkeep as per the appropriate percentages as shown on Exhibit "A'.
- 2. The provisions of this agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 3. The owners of the tracts as described on Exhibit "A" shall agree in writing to the initial construction cost of the road herein described. All future major road maintenance shall be agreed to by a majority vote of the owners, if said major road maintenance exceeds \$ 500.00 (five hundred) in value.
- 4. Any owner may elect to provide minor road maintenance in an amount of less than \$ 500. 00 and shall be reimbursed by the other owners based upon the percentages as shown on Exhibit "A".
- 5. There shall be an <u>annual meeting</u> of the owners and any changes to this initial agreement shall be in writing and approved by a majority vote.

195-A/427

EXHIBIT 'A' Page 1

OWNERS	
William A. O'Hara Cynglee I. O'Hara Tract A = 24% Tract A = 24% Tract A = 24%	
State of New Mexico	
County of Bernalille	
The foregoing instrument was acknowledged before me this 19th day of 0pril 1994	
William A. O'Hara and Cyndee I. O'Hara, husband ánd wife.	
My Commission Expires: 3 [22/98 (Notary Public)	
Sean O'Brien James D. Jones Beverly A. Jones Evalua Canha Evalua S. Canham Timothy Rogmer	
State of New Mexico County of Bernalillo	
The foregoing instrument was acknowledged before me on this 20 day of ori, 1994	
Sean O'Brien, James D. Jones, Beverly A. Jones, Evalyn S. Canham and Timethy J. Boemer	
My Commission Expires: 7-27-96 (Notary Public)	>

Yvoline Sainz State of Yew Wexico County of Saxloval	26/94 Tract C = 18%	× L
The foregoing instrument was ac		day of
David Sainz and Yvonne Sainz, husband	and wife.	.00
My Commission Expires: 9/16/95	_ Tarba	la Caposa
	(Notary Public)	OFFICIAL SEAL Barbara La Resa NOTARY PUBLIC STATE OF NEW MEXICO
Christian Duchene	Tract D = 26%	My Commission Expires 9/16/95
Bernie Louis MCCaskill		
Barbara Anne MCCaskill	·	
State of TEXAS		
County of Dallas		
The foregoing instrument was ack Christian Duchene, a single man, Bernie I and wife. My Commission Expires:	Lolus MCCaskill and Barbara A	_day of1994, Anne MCCaskill, husband
	(Notary Public)	
Print W. Mundy	Tract E = 13%	
Cache D. Mundy		
State of		

David Sainz	Tract C = 18%
Yvonne Sainz	· 10 1 ×
State of	
County of	
The foregoing instrument was ackn	owledged before me thisday of,1994
David Sainz and Yvonne Sainz, husband ar	nd wife.
My Commission Expires:	(Notary Public)
1	(Nowly Fublicy
Christian Duchene,	Tract D = 26%
3-M. C.	→ *
Bernie Louis MCCaskill Barbara Anne MCCaskill	*
State of TEXAS	122
County of Dallas	
The foregoing instrument was acknown Christian Duchene, a single man, Bernie Lo and wife. My Commission Expires: 3/16/97	owledged before me this 2 day of Mh994, ilus McCaskill and Barbara Anne McCaskill, husband (Notary Putilic)
Print W. Mundy Coclo D Manda Cache D. Mundy	CATHLYN B. GASSMAN MY COMMISSION EXPIRES March 18, 1997
State of New Mexico	

(optime 2013) utips://maii.au/.com/ weoman-sarien-us/1 minisessage

Last summer, we had some really constructive discussions wout the electronics on the entry gate at Brass Cap Road. Alan Wilson and I carried back the substance of those discussions to the Ticonderoga board of directors, with special emphasis on balancing security concerns with personal privacy concerns. Over the winter, the board did the research to revise their plan and I believe they have now struck an excellent balance. Ticonderoga's board asked me to forward it to you in the hopes of proceeding this Spring, with Ticonderoga owners bearing 100% of the expense and us First Milers sharing only in the benefits.

Because this system will offer Claudia and me (and each of you, in my opinion) much better protection and less nuisance, and eliminate to our benefit a question about expenses, I would sincerely appreciate your consideration and, if possible, email okaying this, by April 15.

Specifications for the electronics are at these links and are as previously disclosed.

http://www.linearcorp.com/access_control.php

http://www.linearcorp.com/product_detail.php?productId=839

- No gate code.
- Entry by "clicker", proximity card or "dial-up" access to Owners and First Milers for their approval to enter to be effected by pressing 9 on the Owner's mobile phone or the 9 on their landline.
- A database of entry by clicker, proximity card or dial up for use <u>only in</u> <u>follow-up with police or insurance investigators</u> in the event of a trespass, break-in or other breach in security beyond State Hwy. 512. (Ticonderoga <u>and</u> First Milers)

The board is reluctant to move forward with locating the new electronics at State Hwy. 512 without the acquiescence of <u>all</u> First Milers. I am very eager to have the benefits start at the entrance at 512 and include all of us, and believe that the Wilsons and Hydes feel the same way. Ticonderoga intends to install the new electronics before Memorial Day, 2013 and has just received a detailed plan to install such electronics at a new gate to be located at the "pipe fence", one mile up Brass Cap Road from State Hwy. 512.

The Ticonderoga board tells me that if First Milers can provide unanimous approval of the proposition - as indicated by return email date not later than April 15 – that the electronics will be located at the current gate at 512. Their proposal is:

New electronics installed at the existing gate, providing a new level of security to both First Milers and Ticonderoga Owners.

No contribution to maintenance of the first mile of Brass Cap Road for First Milers who are not Ticonderoga Owners. (*Important: This would lift the*

financial obliggious we are actually responsible junder the existing Road Share Agreement, to pay all the maintenance on the first mile!)

- No gate code.
- Entry by "clicker", proximity card or "dial-up" access to Owners and First Milers for their approval to enter to be effected by pressing 9 on the Owner's mobile phone or the 9 on their landline.
- If the proposal does not receive First Milers' unanimous approval by mid-April, for the security of all concerned the gate code for the existing gate may be changed monthly upon a week's email notice.

Please let me know if I may convey our unanimous Okay to Ticonderoga's board to instal the electronics at 512 in return for our release of any obligation for maintence expenses for the First Mile of Brass Cap Road. I would of course be happy to discuss any of this with you at any time.

Kind regards,

David

David A. Ladensohn dladensohn@gmail.com
115 E. Travis St., Suite 515
San Antonio, TX 78205-1611
210/557-4744 (p)
210/579-7229 (f)

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http://www.encana.com

Jose

Property Features (J. Hyde) (7/12/21)

585E State Road 512 (Brass Cap Road)
Brazos Cliffs Area
From Highway 84/64 go east on NMSR 512 for 5.9 miles

<u>Property:</u> The area is gated. 6.5 acres. Main lot is 3.49+/- acres and has the house, garage and studio; the contiguous lot is 3.01+/- acres and has a water well (new spare pump) shared with the main lot, as well as a 50 Amp electric pedestal for RV. The driveway winds through both lots and connects to Brass Cap Road from each lot. The property has mature Ponderosa pines, oaks, junipers and Douglas firs. The Brazos river is nearby for fly fishing. Mule Deer, Merriam Turkeys, Bobcats, Foxes, and Elk roam through the property. The area has black bears and a rare mountain lion. Seven motion lights and two driveway alerts are on the property.

<u>Garage</u>: Three bay, 1440 sq ft, insulated, heated with a wood burning stove. Electric garage door openers with remotes. Electric outlets every 6 ft. at about 4 ft. height. The woodshed is attached. Wood siding and Propanel roof.

Studio/Gym: Wood siding, covered Trex entry with custom gate, Propanel roof. 144 sq. ft. Pine walls and ceiling. Ceiling Fan.

House: Wood siding, energy efficient windows, Propanel roof. Approx. 1800 sq. ft. plus 700 sq. ft. covered deck, Trex & wood. Custom gates. Two ceiling fans on deck. Propane heat (1,000 gal tankleased) and wood burning stove. Carpet and ceramic tile. Aspen cathedral ceilings in Great room. Ceiling fan. Hickory and custom glass front cabinets. Electric Appliances: Subzero refrigerator, Wolf stove, oven and microwave. Trash compactor. Hot water dispenser. (No dishwasher) Island with Maple top.

Solid Birth doors throughout. Electric washer and dryer.

Main floor: Great room.

Two bedrooms with ceiling fans. Large closets.

Bathroom with tub/shower. 50 gal. Water heater. Water softener with in-line filter.

Two pantry closets.

Second floor. Master bedroom. Large walk in closet. Storage area. Ceiling fan. Glass block walk-in shower. Separate sinks. Ceiling fan in bathroom.

Jee three buildings painted fall 2019 Jane Hyde fistol Taiget