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**AMENDED DECLARATION OF PROTECTIVE COVENANTS
OF
MILLSTONE ACRES, A SUBDIVISION
LAND OF W.H. MUNDY AND ETHEL I. MUNDY**

The land of W.H. Mundy and Ethel I. Mundy, his wife, as shown on the Amended Plat of Millstone Acres, a Subdivision of the land of W.H. Mundy and Ethel I. Mundy, his wife, filed in the Office of the County Clerk, Rio Arriba County, New Mexico, on April 9, 1964, at Plat Book Page 295, is held by the said W.H. Mundy and Ethel I. Mundy, his wife, and shall be conveyed subject to the reservations, covenants and restrictions herein set forth:

ARTICLE I

DEFINITIONS:

1. "Owner" means a person, persons, corporation, partnership or other legal entity, or any combination thereof, who or which owns one or more lots, including contract purchasers, but excluding those having an interest merely as security for the performance of an obligation.
2. "Development", "Property", or "Subdivision" mean all of that land described in the plat of record for Millstone Acres, County of Rio Arriba, State of New Mexico.
3. "Roads" means and includes all public roads shown on the plat of record of the development.
4. "Lot" means any platted lot as shown on any recorded subdivision map of the property and property that may hereafter be platted.
5. "Committee" means the Architectural Control Committee.

ARTICLE II

AMENDMENT OF PLAT:

1. Until all lots are sold, W.H. Mundy and Ethel I. Mundy, his wife, reserve the right to amend a previously recorded plat from time to time in order to conform such plat to the actual location of any roads, lots or for any other purpose.

ARTICLE III

THE REAL PROPERTY HEREIN DESCRIBED (MILLSTONE ACRES, RIO ARRIBA COUNTY, NEW MEXICO, ACCORDING TO THE PLAT THEREOF) SHALL BE AND HEREBY IS DECLARED SUBJECT TO THE PROVISIONS OF THIS ARTICLE CONTAINING THE PROTECTIVE COVENANTS, BUILDING RESTRICTIONS AND ARCHITECTURAL CONTROL FOR THE PURPOSE OF PROTECTING THE BEAUTY, ENJOYMENT, SAFETY AND VALUES OF THE SUBDIVISION.

ARTICLE IV

ARCHITECTURAL CONTROL:

1. No building or structure shall be erected or placed upon any lot without prior approval of the

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE:

1. The Architectural Control Committee shall be composed of:

W.H. and Ethel I. Mundy
Howard and Cecilia Grimes
Agatha D. Longgood
Leonard Schmeltzer
Charles and Freta Hawkins

2. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE VI

LAND USE AND BUILDING:

1. All lots within the subdivision shall be used for residential purposes only and no building or structure shall be erected, altered, placed or permitted to remain on any lot or parcel of land other than one single-family dwelling, except as hereinafter specifically provided.

2. In order to protect the beauty, enjoyment and values of all property within the subdivision, all buildings shall be pleasing in appearance and of good architectural design. All buildings shall be of good substantial construction, and painted or stained on exterior wall surfaces. No unpainted frame, canvas, or sheet metal structure shall be erected.

3. No mobile home(s) (with or without foundation) shall be located, placed or erected on any lot. Modular homes may be constructed or erected only if such structures conform with the uniform building code, any and all state and/or county codes, rules, requirements, regulations, and all provisions of these covenants. Existing mobile homes prior to January 1, 1993 are excepted from this restriction.

4. A mobile home or trailer may be located on the lot during the time of construction of a permanent structure. Such construction shall be completed within two (2) years of the date work begins and at the end of the two years, the mobile home or trailer shall be removed.

5. All lots within the subdivision shall be used for residential purposes only and no building or structure shall be erected, altered, placed or permitted to remain on any lot or parcel of land other than one (1) single-family dwelling, except appropriate out-dwellings commensurate with country living. The Architectural Control Committee may permit more than one structure on lots containing an area of two (2) acres or more. All such outbuildings and other structures shall be finished as to exterior by a comparable quality of material as is used in the dwelling, none of which shall be of unpainted frame, canvas or sheet metal.

6. No lot or parcel shall be used or occupied for business or commercial enterprises EXCEPT for those lots which are approved for such use by the majority of the Architectural Control Committee. No business located on one of the authorized lots shall include or conduct any activity which is unreasonably noisy, visually offensive, which creates offensive or noxious odors, or which otherwise detracts from the natural beauty of the area which these covenants are intended to preserve. All such lots shall be kept clean and clear.

7. No structure, other than a fence or gate, shall be constructed nearer than twenty-five (25) feet from any boundary line of any lot.

10. No fires may be left or kept burning unattended; suitable extinguishing facilities shall be provided for any exterior fires which are closer than thirty (30) feet to any vegetation or building which may become ignited and cause a general conflagration.

11. No unlicensed or inoperative motor vehicle shall be permitted to remain upon any lot for more than thirty (30) days during any one calendar year, unless the same is garaged.

12. Travel trailers, campers and 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..

13. No hunting or discharging of firearms of any kind shall be done in the subdivision.

14. No obnoxious, offensive or unreasonably noisy activity or trade shall be conducted on any lot.

15. No animals shall be kept on any lot in the subdivision, with the sole exception of dogs, cats and horses (fenced), provided, however, no such allowable pets shall be raised for commercial purposes. All 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.

16. No lot less than three (3) acres shall ever be split, replatted or resubdivided, in any manner, and no lot shall be less than one (1) acre in size.

17. Trees shall not be harvested for commercial purposes, and beetle or otherwise infested trees shall be the responsibility of the owner for treatment or removal in accordance with the recommendation of the appropriate governmental agency.

18. The use of motorcycles, motor bikes, snowmobiles, three wheelers and similar vehicles may be used only when fully muffled and for the purpose of ingress and egress and only on platted roads. Other owners and their property should be respected at all times.

ARTICLE VII

EASEMENTS, UTILITIES, UTILITY LINES:

1. There is expressly reserved to the Subdivider, for the benefit of all of the owners of the subdivision, the rear five (5) feet of each and every lot of said subdivision for the purpose of utility easements, and by the word "rear" is meant the side of the lot opposite any road side and said easement may also be construed to mean a side line where such is necessary for the orderly development of utility services for each and every lot in the subdivision; and those lots having street frontages on two (2) different streets shall be subject to the word "rear" meaning either such frontage as may be necessary to the orderly utility development for all of the lots in the subdivision.

ARTICLE VIII

PERIODS OF ENFORCEABILITY:

1. If any person or entity violates or attempts to violate any of the covenants herein, it shall be lawful for any other person or entity owning any real property situate in the subdivision or, at its discretion, the Architectural Control Committee, to prosecute any proceedings at law or in equity against the person or entity violating or attempting to violate any such covenant, and either to prevent such person from so doing or to recover damages therefore. The violating party shall pay the plaintiff's costs and reasonable attorney fees resulting from such court proceedings.

2. The restrictions, covenants, servitudes and limitations contained herein shall be binding upon all parties, persons or entities claiming any interest in any portion of the property, until January 1, 2000. If the restrictions, covenants, servitudes or limitations shall be automatically extended and

ARTICLE X

WAIVER:

1. Failure to enforce a breach or violation of the covenants herein shall not enjoin or waive the right to enforce a subsequent breach or violation of the same or another covenant.

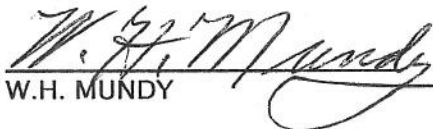
ARTICLE XI

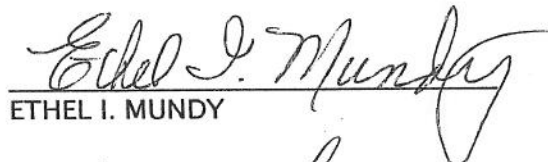
REVOCATION OR AMENDMENT TO COVENANTS:

1. Except as is otherwise provided herein, these covenants shall not be revoked, nor shall any of the provisions herein be amended unless the consent of the majority of lot owners be first obtained in writing.

2. The restrictions, covenants, servitudes, limitation on uses herein contained, shall constitute covenants running with the land for the mutual benefit of all the property within the area herein above described, for the benefit of, and limitation upon, all future owners of the land and the use thereof. All conveyances of real property within the above described real property, shall be subject to the restrictions herein provided, whether so expressly provided in the instrument of conveyance, or not.

IN WITNESS HEREOF, we, the Architectural Control Committee, have hereunto set our hands and seals this 5 day of MARCH, 1993.


W.H. MUNDY


ETHEL I. MUNDY


HOWARD GRIMES


CECILIA GRIMES


AGATHA D. LONGGOOD


LEONARD SCHMELTZER


CHARLES HAWKINS


FRETA HAWKINS

IN WITNESS WHEREOF, we the Architectural Control Committee, have hereunto set our hands and seals this 5 day of July, 2003

Ethel Mundy
Ethel Mundy
588-7626

Patrick Loftus
Patrick Loftus
588-9210
293-1877

Shawn RS Albertson
Shawn Albertson
588-7282
291-8892 **8898**

Kay Rogers
Kay Rogers
588-7931

Jose I. Archuleta
Jose I. Archuleta
753-6186

Robert Ruppenthal
Robert Ruppenthal
588-7913

Paul E. Gordy Sr.
Paul E. Gordy Sr.
588-7697
928-505-8297

Michael Toelle
Michael Toelle
588-0113
823-9535

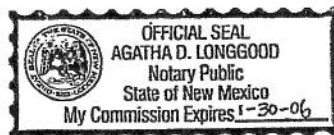
STATE OF NEW MEXICO)
) ss:
COUNTY OF RIO ARriba)

The foregoing instrument was acknowledged before me
this 5th day of July, 2003 by Ethel Mundy, Patrick Loftus,
Shawn Albertson, Kay Rogers, Jose I. Archuleta, Robert
Ruppenthal, Paul E. Gordy, Sr. and Michael Toelle.

My commission expires:

January 30, 2006

Agatha D. Longgood
Notary Public



ORIGINAL MAP SHOWING
BEACH AREA

MILLSTOCK
A Subdivi

