

Declaration of Restrictive Covenants

Deer Lake Estates

Sandoval and Rio Arriba Counties

The undersigned owner of Deer Lake Estates, a subdivision in Sandoval County, New Mexico, as the same is shown and designated on the map thereof filed in the office of the County Clerk of Sandoval County, New Mexico, on the 6th day of March, 1961, hereby declares that the following restrictive covenants shall apply to said subdivision. Each conveyance of land within said subdivision shall be deemed made subject to such restrictive covenants and the acceptance of any conveyance of land within said subdivision shall operate as a covenant on the part of the grantee that said restrictive covenants shall be and constitute valid and enforceable covenants running with the land. Said restrictive covenants are as follows:

AREA OF APPLICATION

The residential area covenants hereinafter set out shall apply to tracts numbered 1 to 110 inclusive and tracts numbered 122 to 155 inclusive but shall not apply to tracts designated 111 to 121 inclusive. The last mentioned tracts may be used generally for any and all business purposes and all or part thereof may also be used for residential purposes free of the residential area covenants.

RESIDENTIAL AREA COVENANTS

1. No tract shall be used except for private residential purposes. No building shall be erected, placed or permitted to remain on any tract having an area of 1/2 acre or less other than one detached single family dwelling for private residential use and such outbuildings as may be convenient and proper for use and occupancy of the family. On any tract having an area in excess of 1/2 acre one single building for a private residential use but not more than two (2) families may be erected and used, together with such outbuildings as may be convenient or proper for use and occupancy of the tract by such families.

1-A. No livestock or poultry raising shall be permitted.

2. No building shall be located on any tract nearer than 15 feet to any tract boundary.

3. The disposal field for any septic tank or cesspool situated on any tract shall be so located and constructed that its outside limits will be at least 15 feet from any exterior boundary line of the tract.

4. No obstruction, structure, improvement, building or outbuilding shall be placed within 10 feet of the center line of any water course, regular, intermittent or otherwise and no obstruction, structure, improvement, building or outbuilding shall be placed upon any tract in a manner that will alter or interfere with the natural drainage of the tract.

5. The following easements are reserved:

a. An easement for five feet (5') in width adjacent to all lot lines for utility purposes.

b. An easement for ten feet (10') in width on each side of the common boundary between lots numbered:

10 and 11

12 and 20

19 and 20

47 and 48

46 and 52

49 and 51

The foregoing easement is for general access purposes.

c, An easement then feet (10') in width on each side of the center line of Turkey Creek being a natural watercourse running through or adjacent to the following numbered lots: Lot 40, Lots 46 to 49 inclusive, Lots 51 to 56 inclusive, Lots 59, 60 and 62. The foregoing easement is for general access purposes.

6. The owner of any tract shall have a non-exclusive right to use the lake situated on Deer Lake Estates for recreational purposes only, subject to such uniform regulations as may be established from time to time by the owner thereof. Such use is permissive only and there shall be no duty imposed on the owner of such lake to maintain it or supervise its use and in no event shall such owner be liable for damages of any sort to person or property occasioned by the existence or use of such lake.

7. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of t10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

8. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. These covenants may be enforced by the owners of any lot in said subdivision.

9. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

Signed: G & H Land Co., Inc.

By: E.R. Gleasner
Vice-President