

# 209485-  
2-15  
7-3-97

**DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 2<sup>nd</sup> day of July, 1997, by Manzana Properties, LLC, a New Mexico Limited Liability Company. ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the Owner of certain "Real Estate" situate in Taos, Taos County, New Mexico, legally described on Exhibit "A" attached hereto and hereby made a part hereof; and,

WHEREAS, Declarant wishes to submit the Real Estate to certain beneficial covenants, conditions, and restrictions.

NOW, THEREFORE, Declarant hereby affirms that for the term hereof, the Real Estate shall be conveyed, mortgaged, hypothecated, leased, used, occupied, and improved subject to the following:

1) Term of Covenants, Conditions and Restrictions. The covenants, conditions, and restrictions hereunder imposed shall be a burden upon and shall be a covenant running with the land for a period of twenty-five (25) years, after which time, they shall automatically be extended for successive ten (10) year periods unless terminated by the agreement of all of the Owners of the Real Estate by an instrument signed by all and filed for record in Taos County, New Mexico, or until such time as they are revoked, or amended, as hereinafter provided.

(2) Mutuality of Benefit and Obligations. The covenants, conditions, and restrictions hereinafter set forth are for the mutual and reciprocal benefit of all of the various Owners and purchasers of the Real Estate described on Exhibit "A", and are intended to create mutual equitable servitudes in favor of each other; to create reciprocal rights among the Owners thereof; to create privity of contract between any grantees thereof, their respective heirs, successors and assigns; and to operate as covenants running with the land for the benefit of the Real Estate and its respective Owners.

(3) Uses Permitted. The Real Estate shall be used for single family residences only (which shall be no smaller than 2000 square feet of living space), and such structures as are customarily incident thereto (including, but not limited to, garages, storage sheds, and only one guest house and only one studio).

No business or commercial activities shall be conducted upon the Real Estate, except by an Owner-occupant thereof. An Owner shall be allowed to rent out his or her principal dwelling

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ATTORNEYS AT LAW  
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structure or guest house for non-commercial usage without violating this restriction. An Owner may not rent out their studio, horse barn, horse arena, outbuildings, garage, or storage shed(s). An Owner may use his or her principal dwelling structure in pursuit of artistic or literary activities without violating this restriction. A dwelling structure must be constructed prior to the construction of any other improvements on a Lot.

Cottage industries are permitted consistent with applicable Town of Taos Ordinances. No signage shall be permitted on the Real Estate advertising such cottage industries. Notwithstanding the foregoing to the contrary, no such cottage industry shall be allowed which includes: a bed and breakfast establishment; short term rentals (i.e., vacation rentals); mental health treatment facility; day care facility; churches, school and/or other business which would negatively impact the basic residential nature of the use of the Real Estate nor adversely impact the privacy of any other Owner of any portion of the Real Estate.

Agricultural pursuits are allowed (such as raising hay, alfalfa, and/or apples). No more than two (2) horses may be kept on any three (3) acre parcel of the Real Estate. No more than four (4) household pets (cats or dogs) may be kept on any parcel of the Real Estate. No cows, goats, chickens, geese, ducks, pigs or any other livestock may be kept on the Real Estate. No pets or other animals shall be permitted to run at large. No animal breeding for profit shall be permitted on the Real Estate.

(4) Trailers Banned No mobile home or construction trailer or any other temporary structure shall be allowed to remain on the Real Estate for any longer than an eighteen (18) month period during construction of a permanent residence. Motor homes, travel trailers, boats, and recreation vehicles shall be screened from view. No visiting recreational vehicle or visiting travel trailer shall be allowed to stay on the Real Estate any longer than seven (7) consecutive days.

(5) Utilities All utilities servicing the Real Estate must be placed underground, the cost of the initial installation of the main service line to be borne by the respective owners proportionate to the sizes of their respective tracts. The costs of utility installation to improvements on any portion of the Real Estate from the main lines shall be borne by that Owner constructing such improvements. All television reception satellite dishes must be screened from view. No radio transmission towers shall be installed on the Real Estate.

(6) Height No building or any portion thereof (except chimneys) shall be constructed higher than twenty-five (25') feet above the highest point of natural grade abutting the building. Chimneys shall not be constructed higher than four (4') feet above the roofline profile.

(7) Exterior No residence or structure of any kind shall have exterior walls or siding constructed of "sheet metal", composition shingles, or unplastered block. The exterior of all structures shall be finished in earth tone coloring of a traditional unpainted adobe nature. All roofs shall be non-reflective.

(8) Signage. No signs, billboards, or advertising of any kind, except those used to advertise a sale of the property shall be installed on the Real Estate or any structure thereon. Any such real estate sign shall be restricted in size to eight (8) square feet for each of its two sides. An Owner identifying entrance sign is allowed at the entrance to each Lot.

(9) Three-Acre Minimum Lot Size. The Real Estate shall not be subdivided, sold, or transferred in tracts constituting less than three (3.00) acres, except that a tract may be subdivided by owners of contiguous property for the exclusive purposes of adding to and increasing their respective contiguous properties, in which event each subdivided fractional acres shall not thereafter be severed except upon compliance with this restriction.

(10) Setback Requirement. No structure shall be built within forty (40) feet of the boundaries of any parcel of the Real Estate. Any variance from this condition must be agreed upon, in writing, by all Owners of adjacent parcels of the Real Estate.

(11) Septic. Septic tanks and drain fields must conform to applicable Town of Taos, State of New Mexico, and applicable federal standards and regulations.

(12) Junk. No refuse, trash, garbage, or other unsightly substance, including junk non-running vehicles shall be stored on the Real Estate.

(13) Nuisance. No noxious, offensive, or nuisance activities shall be conducted on the Real Estate. This shall include loud noises (including, but not limited to, motorbikes, loud cars, snowmobiles, animals), dangerous nuisances (including, but not limited to, discharging of firearms, open fires and/or ignition of fireworks); unsightly nuisances (including, but not limited to, billboards, signs, unconcealed propane tanks); nor offensive lighting (such as quartz iodide, mercury vapor and or similar excessively bright lighting). No exterior lighting shall be directed towards adjacent properties. All exterior lighting shall be shielded so as not to cast glare or bright light on neighboring parcels of the Real Estate nor so as to add further light pollution to the dark night sky. No mercury vapor nor sodium vapor lighting shall be installed on the Real Estate.

(14) No Mining, Petroleum Drilling, or Quarrying. No mining, petroleum drilling nor quarrying shall be allowed on the Real Estate for the extraction of any substance including gas, minerals, oil, gravel, sand, rock, or dirt.

(15) Additional Restrictions. Notwithstanding the foregoing, the owner of any tract within the Real Estate may subject his, her, or its property to additional restrictions by a recorded instrument, provided that such additional restrictive covenants shall not apply to any other tract within the Real Estate without the prior written, recorded consent of the the owner of such other tract.

(16) Maintenance of Road and Easements. Each of the Owners of the Real Estate shall share in the cost of the maintenance of the access road and mutual easements proportionately to the size of their respective tracts.

(17) Off-Street Parking. No dwelling shall be constructed on any parcel of the Real Estate unless there is concurrently constructed adequate off-street parking spaces sufficient to accommodate at least four (4) vehicles.

(18) Architectural Style Standards. All structures shall be built in an exterior style and with colors and materials in conformity or harmony with the exterior design of the other dwellings erected on the Real Estate, and with the surrounding terrain and topography. Traditional Northern New Mexico architecture in the so-called Pueblo and Territorial styles, Southwest Contemporary style reminiscent of such architecture, and Southwest Spanish Mission style shall be deemed to be in conformity with the surrounding terrain and topography.

(19) Remedies. The Declarant or any party purchasing any part of the Real Estate may proceed at law or in equity to prevent the violation of any of the covenants, conditions, or restrictions hereinabove set forth. The Declarant shall not be liable for damages of any kind to any party for failing to enforce any of these covenants, conditions, and restrictions. Delay or failure of any party to invoke any available remedy with respect to a violation of any of the covenants, conditions and restrictions shall not constitute a waiver of a such remedy upon the recurrence or continuation of the violation.

(20) Amendment. Written consent is required of all owners of three-quarters (3/4) of the Real Estate in order to amend the covenants, conditions and/or restrictions herein set forth. No amendment shall prohibit any previously permitted use. Any amendment shall not be effective until signed and filed for record in Taos County, New Mexico.

(21) Severability. In the event that any one or more of the covenants, conditions, and/or restrictions contained herein shall be held void by a court of competent jurisdiction, all remaining covenants, conditions, and restrictions contained herein shall remain in full force and effect.

(22) Acceptance of Restrictions by Grantee. Any grantee of a deed or any contract purchaser acquiring an interest in any tract of the Real Estate shall, upon the acceptance of such deed, or execution of such contract, become bound by the covenants, conditions, and restrictions contained herein, and he, his heirs, personal representatives, successors and assigns shall keep, observe and comply with the covenants, conditions and restrictions contained herein.

(23) Enforcement. Each Owner of a parcel of the Real Estate, and any association formed consisting of the Owners of the Real Estate, shall have the right to prosecute a legal action for injunctive relief, relief, and/or damages arising from the violation of any covenant, condition and/or restriction contained herein. In the event that an enforcement action is instituted, the prevailing party

therein shall be entitled to collect as damages court costs and attorney's fees from the non-prevailing party.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal the date and year first above written.

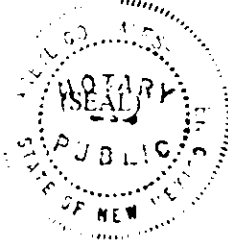
DECLARANT:

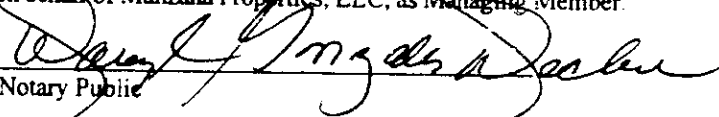
MANZANA PROPERTIES, LLC,  
a New Mexico Limited Liability Company,

By   
Don Pennington, Managing Member

STATE OF NEW MEXICO        )  
  )SS:  
COUNTY OF TAOS            )

On this 3<sup>rd</sup> day of July, 1997, before me personally appeared Don Pennington, Managing Member of Manzana Properties, LLC, a New Mexico Limited Liability Company, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his own free act and deed on behalf of Manzana Properties, LLC, as Managing Member.



  
Notary Public

My Commission Expires: 6-1-2001

A certain tract of land in Taos, Taos County, New Mexico, within the Cristoval de la Serna and Fernando de Taos Grants; located within projected Sections 20 and 21, Township 25 North, Range 13 East, NMPM; described as Tract 61 and part of Tract 6, Map 2, Survey 1, of the 1941 Taos County Reassessment Survey; and more particularly described by metes and bounds as follows:

**BEGINNING** for the tie at the "One Mile", a USGLO scribed stone monument on the north boundary of the Cristoval de la Serna Grant, thence: S 31° 00' E, 440.6 ft. to a point on the northeasterly side of Cruz Alta Road, thence along said road; S 27° 45' E, 660.3 ft. to a point, thence: S 27° 41' E, 75.7 ft. to the SW corner of this tract and the **END POINT AND PLACE OF BEGINNING** thence leaving said road:

N 28° 52' E, 2233.0 ft. to the NW corner, thence:  
 S 88° 29' E, 242.3 ft. to the NE corner, thence:  
 S 30° 30' W, 340.6 ft. to a point, thence:  
 S 11° 26' E, 178.7 ft. to a point, thence:  
 S 34° 28' E, 179.3 ft. to a point, thence:  
 S 28° 35' W, 562.0 ft. to a point, thence:  
 S 30° 59' W, 559.3 ft. to a point, thence:  
 S 20° 21' W, 315.6 ft. to a point, thence:  
 S 4° 12' W, 106.0 ft. to a point, thence:  
 W 88° 48' W, 63.4 ft. to a point, thence:  
 W 77° 32' W, 209.4 ft. to a point, thence:  
 S 28° 36' W, 441.3 ft. to the SE corner, a point on the northeasterly side of Cruz Alta Road, thence along said road;  
 N 27° 41' W, 228.6 ft. to the **POINT AND PLACE OF BEGINNING**.

Original In Poor Condition

This tract contains 24.0 acres, more or less as shown on:

As shown on that certain Survey Plat entitled "Brenner Et. Al." prepared by Rio Grande Surveying Service, Scott B. Crowl, NMLS #12441 as Job # L2507, dated 5/17/97.



CITY OF TAOS }  
 COUNTY OF NEW MEXICO } SS

I hereby certify that this instrument was filed and on the 27 day of July, A.D. 1996 at 2:15 o'clock P.M. and was duly recorded in book 11 page 196 of the records of Taos County, New Mexico, in my presence and in the presence of my Witness my Hand and Seal of Office.

Jennette G. Ryan  
 County Clerk, Taos County, N.M.  
*Jennette G. Ryan*

**EXHIBIT "A"**

Brenner Trust Legal Description

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