

**DECLARATIONS OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE ELK RIDGE SUBDIVISION**

***Declarations of Covenants, Conditions and
Restrictions for the Elk Ridge Subdivision***

This Declaration of Covenants, Conditions and Restrictions is made this 19 day of August, 1996 by ELK RIDGE INCORPORATED, hereafter called "Grantor".

WITNESSETH:

Whereas, Grantor is the owner of the following described real property in Catron County, New Mexico:

A certain Subdivision known as Elk Ridge and shown on that certain plat thereof recorded with the County Clerk of Catron County, New Mexico, on the 19 day of August, 1996.

Whereas, Grantor will convey the said properties, subject to certain protective covenants, conditions, restrictions, and reservations, liens and charges hereinafter set forth.

Now, therefore, Grantor hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants, conditions, charges, liens, restrictions, easements and reservations, (hereinafter collectively sometimes called "restrictions"), all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the said real property, and all of which are hereby declared to be for the benefit of all the properties described herein and the owners thereof, their heirs, successors, grantees and assigns. These restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties, or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

- Section 1.** "Declaration" shall mean this entire document which may be amended from time to time as hereinafter provided.
- Section 2.** "Lot" shall mean and refer to any numbered Lot recorded on the subdivision plat of the Property.
- Section 3.** "Owner" shall mean and refer to the recorded holder, whether individuals or entities, of the equitable or legal title in and to any Lot.

Section 4. "Property" shall mean and refer to all Lots and property, including roads and any common areas as shown on the subdivision plat.

ARTICLE II

Association

Grantor shall establish a New Mexico Nonprofit Corporation named "The Elk Ridge Landowners' Association, Inc.", (Association) charged with the duties and vested with the powers prescribed by New Mexico law and set forth in the Articles of Incorporation, the By-Laws of the Association, and this Declaration.

Section 1. Establishment of the Association: By acceptance of a deed, or by acquiring any ownership in any Lot, each person or entity for himself or itself, their heirs, personal representatives, successors, transferees and assigns binds himself or itself, their heirs, personal representatives, successors, transferees and assigns to be Members of the Association automatically.

Section 2. Membership and Voting Rights: Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

- (a) The Association shall have one (1) class of voting membership. Each Owner shall be a member and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in a Lot, all such persons shall exercise their vote as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.
- (b) Each Member shall have such other rights, duties and obligations as shall be set forth in the Articles of Incorporation, the By-Laws and the Rules of the Association, as they may be amended from time to time.

Section 3. Purpose of Assessment Fee: An assessment fee fixed and levied by the Association shall be used exclusively to promote the health, safety, and welfare of the owners of the Lots.

Section 4. Date of Commencement of Annual Assessment Fees: The first annual assessment fee payments on all Lots shall be due January 31st, 1997 and on the 31st of January every year thereafter.

Section 5. **Effect of Nonpayment of Assessment Fee and Remedies of the Association:** Any assessment fee not paid within 30 days after the due date shall constitute a lien, subject to foreclosure as provided by law, upon the Lot assessed.

Section 6. **Uniform Assessment Fee, Owner Exception:** The assessment fee shall be the same rate for all Lots, except the Lots unsold and retained by the Grantor. Grantor shall pay one-fifth (1/5) of the assessment fee paid by other Lot owners.

ARTICLE III

Restrictions

Section 1. All Lots are to be maintained for single family, private residential purposes only. Private residences may consist of premanufactured homes or constructed residences.

Section 2. Premanufactured homes are defined as commercially manufactured after 1980, with wooden siding and shingle roof, providing the tongue is removed and the lower part is properly skirted. These, along with privately constructed residences having no less than 600 square feet of heated living space, are allowed.

The older type of mobile home with metal sides, flat or arched roofs, giving it the appearance of a railroad car will not be allowed.

R.V. use shall be restricted to two periods of 90 days each during any one year and must be removed between these periods of time. However, travel trailers or motor homes may be used for a period of two years while a permanent home is being constructed. R.V.'s, travel trailers, and motor homes are defined as commercially manufactured after 1980. No converted buses, homemade trailers, or homemade campers will be allowed.

Section 3. No junk vehicles, junk mechanical equipment of any kind or unused or disabled vehicles are permitted on the property. All trash or junk shall be deposited in sanitary containers. Lots shall be kept in a clean and tidy condition.

Section 4. Natural vegetation shall be left undisturbed, except for such clearing necessary to use the Lot for its intended purpose. No logging or tree cutting operations are to be conducted on any Lots except to thin trees where necessary. The natural beauty of the land shall be preserved and maintained.

Section 5. No structure on any Lot shall be nearer than 65 feet to the street line, nor nearer than 25 feet to the side Lot line, nor nearer than 25 feet from the back Lot line. Side and rear Lot lines are subject to a utility easement.

- Section 6.** No obnoxious, noisy or offensive business or commercial ventures shall be conducted on any of the Lots.
- Section 7.** Animals shall be confined within the boundaries of each parcel, and they shall not be allowed to wander or graze on adjoining properties. Livestock must be kept in sanitary conditions and shall not create unsightly, or odorous conditions that detract from the Lot appearance or property values.
- Section 8.** None of the Lots in the Subdivision shall be re-subdivided into smaller Lots nor conveyed in less than the full original dimensions of such Lots as shown by the plat, except for public or private utilities, in which event, the remaining portion of said Lot shall be treated as a whole Lot for the purpose of this provision.
- Section 9.** Grantors reserve the right to appoint an Architectural Committee to approve the design, location, and type of any improvements before they are constructed on any Lot.

ARTICLE IV

Applicability

- Section 1.** **Interpretation of Restrictions:** The Board of Directors of the Association shall have the exclusive right to construe and interpret these restrictions, and their decision shall be final, conclusive and binding upon all Owners and their Lots.
- Section 2.** **Severability:** Any determination by any court of competent jurisdiction that any provision in this instrument is invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions of this instrument.
- Section 3.** **Waiver or Abandonment:** Except as otherwise specifically set forth in Section 5 hereof, the failure to enforce any breach or violation of any of the provisions of these restrictions shall not constitute an abandonment or waiver of any right to enforce such provisions or any subsequent breach or violation of such provision or of any of the other Restrictions herein set forth.
- Section 4.** **Enforcement:** These Covenants, Conditions and Restrictions which shall run with the Property and be a burden on the property, are for the exclusive benefit and protection of the Owners, and shall be enforceable by the Board of Directors of the Association. Violation of any one of more of the Restrictions herein shall be construed as meaning that damages are an adequate remedy where equitable relief is sought.

Section 5. **Amendment:** The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the property, for a term of twenty (20) years from the date of the Declaration is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. This Declaration may be amended from time to time by recording in the Office of the County Clerk of Catron County, New Mexico, an instrument in writing reciting said Amendment and signed (with signatures properly acknowledged) by seventy-five (75%) of the then existing Members of the Association.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 12th day of August, 1996.

Elk Ridge, Incorporated

By Melvin W. Hudson
Melvin W. Hudson, President

STATE OF NEW MEXICO)ss
COUNTY OF CATRON)

The foregoing instrument was acknowledged before me this 12th day of August, 1996, by Melvin W. Hudson, President of Elk Ridge, Incorporated, a New Mexico Corporation, on behalf of said Corporation.

Sharon Arriaga
Notary Public

My commission expires: 1-15-00

STATE OF NEW MEXICO, }ss
CATRON COUNTY, }

This instrument of writing was filed
for record on the 19 day of
August, 1996 at 1:10 o'clock
P.M., and duly recorded in Vol.
40 of Misc on Page 238-743
Sharon Arriaga
County Clerk

By Wm
Notary