

DECLARATIONS OF RESTRICTIVE COVENANTS

We, the undersigned owners of real property as our interest may appear in the County of Otero, State of New Mexico, being the property described as follows:

Tract 1:

A tract of land in the SW/4 of Section 22, T16S, R10E, NMPM, described by metes and bounds as follows:

Starting at the Northwest corner of said SW/4 and going N 89 57' 21" E along the North line of said SW/4 a distance of 767.98 feet; thence S 38 15' 00" E a distance of 800.00 feet; thence S 02 16" 00" E a distance of 175.00 feet to the place of beginning of a tract of land herein described; thence N 87 44' 00" E a distance of 535.00 feet; thence S 02 15" 00" E a distance of 513.49 feet to the North right-of-way line of a 50-foot road and utility easement; thence along said right-of-way line along the arc of a curve to the left whose central angle is 22 08' 23" and whose radius is 739.00 feet and whose chord bears N 77 40' 31" W an arc distance of 285.56 feet; thence N 87 40' 05" W along said right-of-way line a distance of 261.21 feet to the centerline of a 10-foot private driveway and utility easement; thence N 02 16' 00" W along said centerline a distance of 421.05 feet to the said place of beginning, and containing 5.532 acres, more or less.

Tract 2:

A tract of land in the SW/4 of Section 22, T16S, R10E, NMPM, described by metes and bounds as follows:

Starting at the Northwest corner of said SW/4 and going N 89 57' 21" E along the North line of said SW/4 a distance of 767.98 feet to the place of beginning of the tract of land herein described; thence S 38 15' 00" E a distance of 800.00 feet; thence S 02 16' 00" E a distance of 175.00 feet; thence S 87 44' 00" W a distance of 175.00 feet; thence N 81 15' 20" W a distance of 471.45 feet; thence N 10 30' 00" E a distance of 780.01 feet to the said place of beginning, and containing 6.799 acres, more or less.

Tract 3:

A joint use well easement in the SW/4 of Section 22, T16S, R10E, NMPM, described by metes and bounds as follows:

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Starting at the Northwest corner of said SW/4 and going N 89 57' 21" E along the North line of said SW/4 a distance of 707.92 feet; thence S 38 15' 00" E a distance of 800.00 feet; thence S 02 16' 00" E a distance of 175.00 feet; thence N 87 44' 00" E a distance of 20.00 feet to the place of beginning of the herein described easement; thence continuing N 87 44' 00" E a distance of 20.91 feet; thence S 02 16' 00" E a distance of 26.32 feet; thence S 87 44' 00" W a distance of 20.91 feet to the east line of a 40-foot private driveway and utility easement; thence N 02 16' 00" W along said east line a distance of 26.32 feet to the said place of beginning and containing 0.013 acres, more or less.

For the purpose of maintaining fair and adequate property values in the Tracts and of continuing the Tracts as a desirable residential part of the County, and in consideration of the mutual interest as owners of real estate in the Tracts, hereby declare the following restrictive covenants to be applicable to Tracts 1, 2, and 3:

No owner of Tracts 1, 2, or 3 shall use or cause to be used more than one-half (1/2) of the three acre feet per annum water right from Permit No. 4-00537 for Tracts 1 and 2.

Use shall be limited to household, non-commercial trees, lawn and garden not to exceed one acre and/or stock use.

It is expressly understood and agreed, that the several restrictive covenants contained herein shall attach to and run with the land, and it shall be lawful not only for Grantors, their heirs and assigns, but also for the owner or owners, individually or collectively, of Tracts 1 and 2 as herein described, deriving title from or through Grantors, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same.

The following restrictive covenants are applicable to the Tract 3 well site, herein referred to as Tract 3:

Tract 3 may be used only for the operation of the water system, and no use may be made of Tract 3 which may be inconsistent with its purpose of producing potable water for the owners of Tracts 1 and 2.

The following negative reciprocal easements are applicable to Tracts 1, 2 and 3:

The undersigned or their assigns may form a property owners association, and if such association is organized, the charges shall be proportionally divided among the property owners and shall be payable to such association or in the absence of such an organization, to either of the undersigned, and individual assignee or assignees of the undersigned who shall assume the responsibility of operating, maintaining and repairing the well and water delivery system benefiting Tracts 1 and 2. Charges shall be the actual

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particulars in which default or breach thereof has been made and directing them to remedy such default or breach. Should the other party, Assignees or successor Grantees thereafter for a period of sixty (60) days, time being of the essence, fail fully and entirely to remedy such breach or default, a notice in writing may be served on him by either undersigned, their successors or assigns of Tracts 1 and 2, notifying them that either undersigned, their successors or assigns of Tracts 1 or 2, elects that the title to the whole of Tract 3, together with all water rights appurtenant to Tracts 1 or 2, which are produced on Tract 3, shall revert to the other party, their successors and assigns of Tracts 1 or 2, and thereupon the title to the whole of Tract 3, together with all water rights appurtenant to Tracts 1 or 2, shall immediately and without the necessity of any further action on the part of either of the undersigned, their successors and assigns of Tracts 1 or 2, revert to and revest in the other undersigned party, their successors and assigns of Tracts 1 or 2, and the other party or their successor Grantee shall lose or forfeit all his right, title and interest in and to the whole of Tract 3, and to the improvements and the fixtures thereon, and to any right to any water produced thereon, regardless of where such water may be used, and the other party, their successors and assigns of Tracts 1 or 2, shall have the right of re-entry to Tract 3 and such water right. The right of reversion to the undersigned is conveyed by the undersigned proportionally to each successor and assign of Tracts 1 or 2 who has an undivided interest in Tract 3, provided that the right of reversion shall itself revert to the other successors and assigns of the undersigned to Tracts 1 or 2 who have not breached or defaulted under the terms of their covenants. It being the intent of the undersigned and successors and assigns of Tracts 1 or 2 that only those owners of Tracts 1 or 2 who share in the payment of charges or any combination of them and the appropriate allocation of water produced from the well, shall retain the use and benefit of Tract 3, the well, water delivery system and water rights under permit #4-00537.

It being the expressed intent that the covenants and rights contained herein running with the land with respect to Tract 3, including the right of reversion, are designed to be forfeited in the event that any owner of Tracts 1 or 2 shall fail to perform and comply with any covenant relating to the maintenance, operation and repair of the well, the water delivery system and the easements necessary for the operation of such water delivery system.

Any deed, lease, conveyance, or contract made in violation of this agreement shall be void and may be set aside on petition in equity of one or more of the parties hereto, and all successors in interest, heirs, executors, administrators, or assigns, shall be deemed parties to the same effect as the original signers; and when such conveyance or other instruments is set aside by decree of a court of competent jurisdiction, all costs and all expenses of such proceedings including, but not limited to, attorney's fees, shall be taxed against the offending party or parties, and shall be declared by the court to constitute a lien against the real estate

so wrongfully deeded, sold, leased, or conveyed, until paid, and such lien may be enforced in such manner as the court may order.

This Declaration constitutes a mutual covenant running with the land, and all successive future owners of the property owned by each of the undersigned shall have the same right to invoke and enforce its provisions as the original signers hereof.

The terms "Grantor, Grantee, Successor Grantee or Deed and Assigns" used herein are intended to include any present or future ownership of Tracts 1, 2, or Tract 3. This Declaration is intended by the undersigned to include a common plan for the development of Tracts 1, 2 and Tract 3, and a commitment on the part of each of the undersigned to include all of the appropriate covenants and conditions set forth herein in each Deed conveying Tracts 1, 2, or Tract 3.

IN WITNESS WHEREOF, the parties have executed this Declaration this 27th day of Jan, 1994.

[Signature]
R. MILES LEDGERWOOD

[Signature]
DENNIS C. CRIMMINS

[Signature]
KAREN L. LEDGERWOOD

[Signature]
RAY NELL CRIMMINS

STATE OF NEW MEXICO)
COUNTY OF OTERO) SS:

The foregoing instrument was acknowledged before me this 27th day of Dec, 1994, by R. MILES LEDGERWOOD and KAREN L. LEDGERWOOD.

[Signature]
Notary Public

My Commission Expires:
12.29.97

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STATE OF NEW MEXICO
COUNTY OF OTERO

} SS:
}

The foregoing instrument was acknowledged before me this
day of January, 1994, by DENNIS C. CRIMMINS and RAY
NELL CRIMMINS.

My Commission Expires:
10/14/98

[Signature]
Notary Public

STATE OF NEW MEXICO } SS
OTERO COUNTY }
FILED FOR RECORD IN MY OFFICE
This 3 day of January 19 94
At 205 of Alamogordo N.M. duly recorded
in Book No. 794 Page 597-602
the records of this County, New Mexico
[Signature]
[Signature]
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