

RESTRICTIVE COVENANTS

## Carey Campground (93 Acre Tract)

WHEREAS, LAWRENCE M. WILKINS is President of the Carey Campground Water Association (93 Acre Tract) and acting for the Board of Directors of said Association and for all property owners of the following described real estate in Otero County, New Mexico, to-wit:

All of what portion of land located in the NW $\frac{1}{4}$  of Section 18, Township 16 South, Range 12 East, N.M.P.M., lying South and East of the Sunspot Highway; SAVE AND EXCEPT 3.03 Acres heretofore conveyed to Harvey C. Talley by Warranty Deed recorded in Book 144 at Page 372 of the records of Otero County, New Mexico.

AND

All of that Portion of land located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$  and the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 13, Township 16 South, Range 11 East, N.M.P.M., lying South and East of the Sunspot Highway; SAVE AND EXCEPT 3.237 acres heretofore conveyed to Wade J. Hartrick, et ux, by Warranty Deed recorded in Book 274 at Page 294 of the records of Otero County, New Mexico; SAVE AND EXCEPT the property heretofore conveyed by Grantor to Louis E. Duppe, a single man, by Warranty Deed recorded in Book 405, Page 12, of the records of Otero County, New Mexico; SAVE AND EXCEPT the property heretofore conveyed by grantor to Henry Lida, and Lilla B. Lida, his wife, by Warranty Deed recorded in Book 405, Page 256, of the records of Otero County, New Mexico; SAVE AND EXCEPT the property heretofore conveyed by Grantor to C. Ferd Fry, Jr., and Mary K. Fry, his wife, By Warranty Deed recorded in Book 402, Pages 374-376, of the records of Otero County, New Mexico; SAVE AND EXCEPT the property heretofore conveyed by Grantor to C. Ferd Fry, Jr., and Mary K. Fry, his wife, by Warranty Deed recorded in Book 413, Pages 631 & 632, of the records of Otero County, New Mexico; SAVE AND EXCEPT the property heretofore conveyed by Grantor to Harry W. Wortmann, and Helen Wortmann, his wife, by Warranty Deed recorded in Book 413, Pages 634 & 635, of the records of Otero County, New Mexico.

AND WHEREAS, said property owners, through LAWRENCE M. WILKINS, desire to continue this property in its natural and scenic beauty as well as perpetuate its financial value, they, therefore desire to place certain restrictions in regard to the land, buildings and improvements thereon and other matters as hereinafter set out upon and against all property in the 93 acre tract as described above.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the said property owners, acting through LAWRENCE M. WILKINS, hereby declare and agree with all other purchasers as well as future purchasers of tracts of land in the above named 93 acre tract, that the following restrictions apply to all lands or buildings in said tract, and all conveyances of any tract or tracts in the above named 93 acre tract shall be subject to certain restrictions as follows:

(a.) All tracts in the Carey Campground (93 Acre Tract) shall be for Residential-Agricultural purposes only. No structure shall be erected other than one detached single family dwelling not to exceed two stories in height, garage, stables, and other structures incidental to residential-agricultural use of the tract.

(b.) No tract shall be subdivided for a period of twelve months from the date of execution of this instrument, and after that date, only with the approval of 66  $\frac{2}{3}$ % of the property owners of record at that date, and to tracts of no smaller size than two (2) acres.

(c.) Construction once commenced must be completed as to exterior, in eighteen (18) months.

(d.) No old and decrepit buildings shall be moved on to any tract in Carey Campground (93 Acre Tract).

(e.) No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

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(f.) No outdoor type toilets shall be erected or maintained, except during building construction phase, and all toilets shall be located inside the principle building and barn, if one is so located, and shall be connected with proper septic tanks that conform with state and county health laws and regulations.

(g.) All chimneys, flues, or other vents used in conjunction with open fire heating (fireplaces) or wood burning stoves shall be equipped with spark arresters.

(h.) No brush, trash or other material shall be burned, except in compliance with the fire regulations of Lincoln National Forest.

(i.) No commercial timbering shall be performed on any tract.

(j.) A general easement, or a specific deeded easement, across each tract of land is required for installation and maintenance of water collection system, water pipe lines, drainage facilities and other utilities.

(k.) All newly constructed roads on Carey Campground (93 Acre Tract) are to be considered as private access roads and repair and maintenance of all roads is to be borne equally by tract owners utilizing them.

(l.) No commercial activity shall be carried on other than agricultural without the approval of 66 2/3% of the property owners of record at that time.

(m.) Butane tanks and water storage or pressure tanks must conform to state regulations.

These Covenants and Restrictions are to run with the land and shall be binding on all parties claiming under them, until August 1, 1988, at which time they shall be automatically discontinued in force for successive periods of not more than ten (10) years each, unless discontinued or amended by a vote of 66 2/3% or more of the then property owners. Minor variances to these Covenants and Restrictions may be given by the Board of Directors of the Carey Campground Water Association (93 Acre Tract) acting for all property owners upon written application by the property owner requesting the variance. The Covenants and Restrictions may be amended or discontinued at any time hereafter by filing with the County Clerk of Otero County, state of New Mexico an instrument signed by the owner or owners of record of 66 2/3% or more of the total number of tracts of record.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of these covenants or restrictions contained herein, it shall be lawful for the Board of Directors of the Carey Campground Water Association (93 Acre Tract) acting for other persons owning tracts in said Carey Campground to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any one of these covenants by judgement or Court order shall in no wise affect any of the provisions which shall remain in full force and effect.

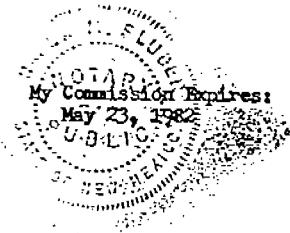
IN WITNESS WHEREOF, the said President of the Carey Campground Water Association (93 Acre Tract), acting for the Board of Directors and the property owners of record has caused this instrument to be executed the 22 day of September, 1978

*Lawrence M. Wilkins*

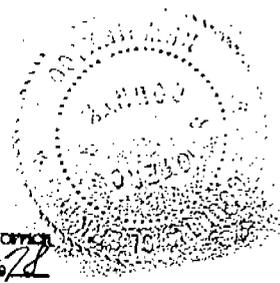
Lawrence M. Wilkins  
President.

STATE OF NEW MEXICO }  
COUNTY OF OTERO }

THE FOREGOING was acknowledged before me this 22nd day of September, 1978  
by Lawrence M. Wilkins, President for and on behalf of Carey Campground Water  
Association.



*Robert M. Smith*  
Notary Public



STATE OF NEW MEXICO }  
OTERO COUNTY }  
FILED FOR RECORD IN MY OFFICE  
The 22<sup>nd</sup> day of Sept 1978  
At \_\_\_\_\_ o'clock \_\_\_\_\_ M. and day recorded  
In Book No. 457 Page 717-19

*Robert M. Smith*  
Notary Public, Otero County, New Mexico

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