

463-494

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RESTRICTIVE COVENANTS

TIMBERON RECREATIONAL VEHICLE PARK

NORTH AMERICAN LAND DEVELOPMENTS, INC., a New Mexico corporation, being the sole owner of a portion of Sections 14[✓] and 23[✓], Township 19 South, Range 12 East, N.M.P.M., Otero County, New Mexico, as the same is more fully described in the legal description attached to these Restrictive Covenants as Exhibit A, does hereby make the following declarations as to limitations, restrictions and uses to which said property may be put specifying that these declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, for the benefit of and the limitation upon all future owners of said property for the purpose of keeping the property desirable, uniform and suitable in architectural design and use as herein specified, whether or not the same are otherwise embodied in the conveyance or other instruments affecting title thereto.

I

The owner of each and every undivided interest in the property shall be entitled to one (1) membership in the Timberon Recreational Vehicle Park Owner's Association, a non-profit corporation, hereinafter known as TRVPOA. Each undivided interest shall entitle the owner thereof to one vote at meetings of the TRVPOA. The TRVPOA shall operate through a board of directors elected by the members.

II

Each owner of an undivided interest in the property described above agrees to pay an annual charge to the TRVPOA, which sum shall be determined annually by the TRVPOA and this charge, if unpaid, shall constitute a lien on the property of the owner of the undivided interest. This charge shall be due and payable whether or

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not the Recreational Vehicle Park is used by the owner. Unsold undivided interests shall be entitled to one vote per undivided interest if the annual fee per undivided interest is paid.

III

The TRVPOA shall promulgate rules and regulations providing for the improvement, security, and use of the property described above which shall have the same effect as these Restrictive Covenants.

IV

The property shall not be used for any purpose other than for camping purposes and then only at designated campsites.

V

No permanent structure of any kind shall be placed on the property except as permitted by the TRVPOA.

VI

No fence, grading, drilling, or excavation of any kind shall be commenced, erected or maintained upon the property except as permitted by TRVPOA.

VII

No sewage or waste disposal structures, systems or operations shall be permitted on the property except as permitted by TRVPOA.

VIII

No wrecked, abandoned, discarded or junked vehicle, trailer, water craft, equipment or material of any kind shall be placed on or be permitted to remain on the property.

IX

The property shall not be used for commercial purposes except as permitted by TRVPOA.

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Motorcycles, mini-bikes, motorbikes, motor-scooters, drag racers, motor vehicles which create loud and obnoxious noises shall not be operated on the property except according to rules and regulations adopted by the TRVPOA.

XI

No animals, livestock, or fowl of any kind shall be brought upon or kept on any site, except that household pets may be kept on sites provided that they are under control at all times and not permitted to create a public health or noise nuisance.

XII

No noxious, dangerous, illegal, unreasonably disturbing, or offensive activity shall be carried on at the property which may be or become a nuisance or annoyance to other owners of the property. No firearms shall be discharged on the property except by security officers incident to their duties.

XIII

No signs, billboards, or advertising structures of any kind are permitted.

XIV

No vehicle shall be parked on or along any street or service driveway on the property except on designated parking areas or campsites. No vehicle shall travel on any area except those areas specifically designated as roadways.

XV

No open fires of any kind shall be permitted within or on the property except within the confines of a fireplace, barbecue pit, or metal cooking device.

XVI

No rental or leasing of campsites shall be permitted except by the TRVPOA.

XVII

No trash, ashes, garbage or other refuse shall be dumped upon or stored on the property.

XVIII

The use of outdoors clothes poles, clothes lines, and similar equipment is prohibited.

XIX

No live trees shall be removed except by the TRVPOA.

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No stables or corrals shall be located on the property.

XXI

No owner of an undivided interest shall occupy the property for a period in excess of three consecutive weeks.

XXII

North American Land Developments, Inc., and every person hereinafter having any right, title or interest in any undivided interest on said property shall have the right to prevent or stop by violation of any of the said restrictions by injunction or any lawful procedure and to recover damages resulting from such violations.

XXIII

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them. These covenants and restrictions may be amended by a vote of 51% or more of the undivided interest, which shall be entitled to one vote for each undivided interest. Owners of 10% or more desiring to call an election for any purpose or for the purpose of suspending or amending all or any part of these restrictive covenants shall request such election by written notification to the TRVPOA, who shall handle such vote or election.

XXIV

Failure to enforce any restriction, condition, covenant, or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. In the event any covenant

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or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidance shall in no way effect any of the other covenants, conditions, or restrictions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have set our hands and seals this 1st day of December, 1976.

NORTH AMERICAN LAND DEVELOPMENTS, INC.

ATTEST:

Carl E. Fanni
Asst-Secretary-Treasurer

By *Johnny F. Mobley*
JOHNNY F. MOBLEY, President

STATE OF TEXAS)
COUNTY OF El Paso) ss.

The foregoing instrument was acknowledged before me this 1st day of December, 1976.

Margaret D. Kinche
NOTARY PUBLIC

My Commission Expires:
6-1-77

STATE OF NEW MEXICO } ss.
OTERO COUNTY }
FILED FOR RECORD IN MY OFFICE
This 9 day of Jan, 1979
At 10:45 o'clock A.M. and duly recorded
in Book No. 463 Page 494-98 of
the records of Otero County, New Mexico.
Margaret D. Kinche
County Clerk, Otero County, New Mexico
By *Alice K. ...* Deputy

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