

**DECLARATION OF PROTECTIVE
COVENANTS
FOR
TAOS PINES RANCH
COLFAX COUNTY, NEW MEXICO**

I. TAOS PINES RANCH, the owner of real property situated in the County of Colfax, and State of New Mexico, known as Taos Pines Ranch and Legally described on Exhibit "A" attached hereto, in order to protect the living environment and preserve the values in Taos Pines Ranch, hereby declares that the land shall be held, leased, sold, and conveyed, subject to the covenants, restrictions and provisions, shall inure to and run with the land and shall apply to and bind the successors and assigns of the present owners. The property composing the above mentioned land is made specifically subject to the following described covenants and the owner of any interest in the property shall have standing to seek enforcement of these covenants.

II. INTENT: It is the intent of these covenants to protect and enhance the value, desirability and attractiveness of said property, and to prevent the construction of improper or unsuitable improvements. Restrictions are kept to a minimum while keeping in constant focus the right of property owners to enjoy their property in attractive surroundings free of nuisance, undue noise, and danger. Further, it is intended that the natural environment be disturbed as little as possible.

III. DWELLINGS: No permanent dwelling shall be built on Taos Pines Ranch that has less than 1,000 square feet of living space and, in addition to living space, at least a two car garage, either attached or separate. No mobile homes or modular homes will be allowed in Taos Pines. Once construction has been started on a dwelling, it must be completed within three (3) years.

IV. SETBACKS: No structure may be erected within fifty (50) feet of the right-of-way line of any road bordering Taos Pines Ranch nor within fifty feet of the perimeter of any parcel.

V. TRASH AND RUBBISH: Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner, and all containers shall be kept in an enclosed structure and in a clean, sanitary condition.

VI. NUISANCES: No owner shall cause or allow the origination of excessive odors, sounds, visual, health or safety nuisances or any other nuisance of any kind whatsoever to exist on owner's property. A nuisance is that which any reasonable person would consider reasonable and customary. When in doubt, or in case of a dispute, the opinion of the majority of the Members of the Board shall determine what constitutes a nuisance.

VII. ANIMALS: Domestic animals will be allowed on Taos Pines for personal use of parcel owners only.

VIII. MOTOR VEHICLES: No motorized vehicle which is either non-operational or non-licensed shall be kept or stored on any parcel, unless said vehicle is kept or stored in a fully

enclosed building. TEMPORARY RESIDENCES: No structure of temporary character, recreational vehicle, camper unit, trailer, basement, tent or accessory building shall be used on any tract as a residence. Recreational vehicles, camper units and tents may be used for vacation camping for periods not to exceed one hundred twenty (120) days in any calendar year.

IX. LAND USE: Commercial wood harvesting, mining,(including the removal of soil, gravel or rock) is prohibited. No more than two (2) acres on any parcel may be fenced as a private yard so that the remainder of the area shall remain unfenced allowing wild life to move freely. No barbed wire will be allowed except around the boundary of Taos Pines Ranch. No lot shall be divided or split into two or more parcels, this applies to all tracts including those tracts which are bisected by roads and have "A" and "B" components, the "A" component of a tract cannot be divided or conveyed separately from the "B" component of that tract and all components thereof must remain intact.

X. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee (the "Committee") shall be appointed by the Taos Pines Ranch Property Owners Association Board of Directors.

X.1 Before any construction of any improvement may begin, a complete set of plans, including site plan, must be submitted to the Committee for approval. If a site plan is not available the improvement must be located on the site for inspections by the Committee. Buildings shall be limited to one (1) primary residence, one (1) guest house and one (1) other building.

X.2 The Committee shall have complete discretion to approve or disapprove the design, style and color of proposed improvements. Improvements shall be consistent, harmonious and not clash with the natural environment and surroundings. The Committee shall have the right and duty to visit the site before, during and upon completion of the construction to verify compliance with setbacks and the adherence to submitted documents.

X.3 The Committee shall have the duty to report to the Board of Directors any violation of the Covenants when it detects them either during or after completion of the improvements for prompt enforcement actions.

XI. PROPERTY OWNERS ASSOCIATION: Every person acquiring legal or equitable title to any tract in Taos Pines Ranch covered by these Covenants will automatically become a member of the Taos Pines Ranch Property Owners Association, herein referred to as "Association", and with such ownership every such person becomes subject to the Bylaws and the Policies and Procedures of the Association. The purpose of the Association is to protect and enforce the rights and limitations as described in these Covenants. The Association will also work towards enhancing the value, safety and beauty of the subdivision and promote the community welfare of all the property owners in the community. The Association shall also

be the official spokesman for Taos Pines Ranch issues before the County Commission, State legislature and other bodies and organizations, notwithstanding the rights of individual lot owners to express supporting or dissenting views.

XII. DEVIATIONS FROM COVENANTS AND RESTRICTIONS: The Association Board shall have the power to enter into agreements with the Owner of any lot, without the consent of the Owner of any other lot or adjacent property, to deviate from the provisions of the Covenants and restriction within the jurisdiction of the Association Board for reasons of practical difficulty or particular hardships which otherwise would be suffered by such Owner, Any such deviation, which shall be manifested by written agreement, shall not constitute a waiver of any covenant as to other lots within Taos Pines Ranch.

XIII. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. A person violating or attempting to violate an covenant shall be liable for the cost and expenses including reasonable attorneys fees incurred in an enforcement action by Board seeking enforcement.

XIV. TERMS OF COVENANTS: These covenants and restrictions are to run with the land an shall remain in full force and effect for ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless instruments signed by a majority of the property owners of the parcels has been recorded, changing said covenants in whole or part.

XV. SEVERABILITY: Invalidation of any portion of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

XVI. COUNTY REGULATIONS: To the extent that the applicable county or other governmental regulations, rules, codes, ordinances or laws are more restrictive in their allowable land utilization than these covenants, they shall supersede these covenants and govern at all times.

In witness whereof, this Declaration of Protective Covenants for Taos Pines has been signed and approved by the owner.

OWNER(S): _____
(print) (signature)

(print) (signature)

LOT #: _____

DATE: _____