

**ENCHANT-A-RAMA WATER CO-OPERATIVE
2004
DECLARATION
OF
PROTECTIVE COVENANTS
CONDITIONS, RESERVATIONS AND RESTRICTIONS
FOR
ENCHANT-A-RAMA SUBDIVISION AND BRAZOS RIM
SUBDIVISION**

This declaration supersedes the Declarations(s) of Protective Covenants of Enchant-A-Rama Subdivision, Brazos Rim Subdivision of 7/12/94 and Enchant-A-Rama, Inc., of 9/22/72.

Enchant-A-Rama Subdivision, Brazos Rim Subdivision and Enchant-A-Rama Water Co-Operative have been established for the purpose of providing a uniform plan for the development of attractive mountain home sites, for private residential uses, to assure the maximum enjoyment of the area by the Owners and to secure each Owner the full benefit of their property while preserving the natural beauty, enhancing and protecting the value, attractiveness and desirability of the lots or tracts that are part of Enchant-A-Rama Subdivision and Brazos Rim Subdivision located in Rio Arriba County, New Mexico, more particularly described in those Plats filed in the Book of Plats, 98 / 117-A / 131-A, Pages 139 / 511 / 819 / 829 .

Enchant-A-Rama Subdivision, Brazos Rim Subdivision and Enchant-A-Rama Water Co-Operative declares that all the described real property and each part of such property shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions with the land and shall be binding on all parties having any right, title, or interest in the described property or any part of such property, their heirs, successors, and assigns, and shall inure of each Owner of such property.

It is the responsibility of every property owner in Enchant-A-Rama Subdivision, Brazos Rim Subdivision and Enchant-A-Rama Water Co-Operative to be familiar with the terms of the Protective Covenants. In the event of the sale of any such property, it is the responsibility of the SELLER to notify both the Buyer and the Realty Company, and Agents, of the existence of the Protective Covenants and to provide each Buyer with a copy of the Covenants.

**ARTICLE ONE
DEFINITIONS**

SECTION 1. "Protective Covenants" shall mean and refer to Enchant-A-Rama Subdivision and Brazos Rim Subdivision Owners, its successors and assigns.

SECTION 2. "Common Area" shall mean all Real Property owned by the Enchant-A-Rama Water Co-Operative for the common use and enjoyment of the Owners.

The Common Area Owned by the Enchant-A-Rama Water Co-Operative is described as follows:

Brazos Rim Subdivision:	Unit 4, Lot 1 Unit 4, Utility Lot 1 Unit 4, Lot 17-B
Enchant-A-Rama Subdivision:	Tract B BK 197 Utility Lot, E-R-A Subdivision
Brazos Lodge Enchant-A-Rama	Lot C-1 Lot C-4 Lot R-1 BK 146-127

These parcels are to be used as Greenbelt and Utility Sites only, and never to be used as residential or commercial sites.

SECTION 3. "Member" shall mean every person or entity who holds membership in the Enchant-A-Rama Water Co-Operative.

SECTION 4. "Owner" shall mean the recorded Owner of a lot within the Subdivision, whether one or more persons or entities own said lot. It shall include contract sellers, but it shall not include those holding title merely as security for performance of an obligation.

SECTION 5. "Subdivision" shall mean the Subdivisions Enchant-A-Rama Subdivision, Brazos Rim Subdivision more particularly described above, and any additions to said Subdivisions which may occur in the future.

SECTION 6. "Covenants" shall mean this Declaration of Covenants, conditions and restrictions for Enchant-A-Rama Subdivision and Brazos Rim Subdivision.

ARTICLE TWO BUILDING AND DESIGN

SECTION 1. Property Owners planning construction, remodeling, additions to, or alterations of any improvements shall notify their building contractors and architects of the existence of the Protective Covenants.

A – In order to prevent the construction of any undesirable dwelling in designated residential subdivision areas, the plans for building and location on residential lots shall be submitted for approval to Enchant-A-Rama Water Co-Operative Board of Directors. Before actual construction commences, such committee shall be responsible for reviewing the plans for all new construction, additions, or modifications to dwellings, outbuildings, carports or other structures, to ascertain that the plans and subsequent construction meet the minimum building requirements set forth in this declaration.

B – Without limiting the generality of the factors to be considered by the Enchant-A-Rama Co-Operative Board of Directors, the following restrictions shall apply to all lots:

- 1.** - Residential style and design shall be new construction. Dwelling structures shall be of materials compatible with the rustic mountain cabin motif of logs, log siding, wood siding, stone and brick. Metal exterior siding shall only be permitted for roofing. All roofing material must be of fire proof rated material. All improvements erected upon the premises shall be of new construction.
- 2.** - Manufactured Modular Homes shall be permitted provided they conform to conditions, reservations and restrictions outlined in said Covenants, with approval from Enchant-A-Rama Water Co-Operative Board of Directors, including building structure. Installation shall be made in accordance with the restrictive building codes of the State of New Mexico. Double wide trailers and other such trailer residences shall not be placed or erected in any subdivision.
- 3.** - All residences erected in any subdivisions shall have a minimum heated floor space of at least one thousand (1000) square feet. The term "floor space," as used herein, shall mean the floor area of the residence structure only.
- 4.** - Construction of residents must be finished within two (2) years from the date such construction commences.
- 5.** - House trailers may be used as living quarters within said area only during construction period, and not to exceed two (2) years from date placed on premises.
- 6.** - All building sites are subject to utility and sewage disposal easements as shown on the Recorded Plats of the Subdivision. No obstructions shall be placed in or across any easements.
- 7.** - All buildings, structures, septic tanks, and all leach lines extending from septic tanks on residential lots shall be located no nearer than fifteen feet (15') from any lot boundary line.
- 8.** - No septic tank and/or leach field shall be constructed on any residential lot which does not conform to the current standards, rules and regulations of the New Mexico Environmental Improvement Department. No septic tank and/or leach field shall be constructed without a proper permit from the New Mexico Environmental Improvement Division. It shall be the Property Owner's responsibility to obtain a correct permit from the New Mexico Environmental Improvement Division for any septic tank and/or leach field.
- 9.** - Plumbing, heating and electrical installation shall be made in accordance with the respective Codes of the State of New Mexico.
- 10.** - All dwelling structures shall have indoor plumbing facilities for waste disposal and no outdoor privies shall be permitted on the premises except for the period of construction of a residential dwelling.

**ARTICLE THREE
PRIVATE & STATE ROADS**

SECTION 1. – Roads affording ingress and egress to the various sites or tracts are dedicated to the County of Rio Arriba, shown on the Records Plats. To the extent that said roads are not maintained by the County of Rio Arriba, the Enchant-A-Rama Water Co-Operative may proceed to perform such maintenance as it may deems reasonably necessary, and the cost and expense of such maintenance performed by ~~the Owners~~ Enchant-A-Rama Water Co-Operative and ~~Brazos Rim Subdivision~~, shall be paid by the Owners on a pro rata or other equitable basis as determined by the Board of Directors of Enchant-A-Rama Water Co-Operative upon presentment of invoices to the Owners of such lots or tracts.

SECTION 2. – All roads as shown on the Recorded Plat of the Subdivisions are private roads. Such roads can only be changed or altered by the consent of all Property Owners whose access to property is affected.

SECTION 3. – Enchant-A-Rama Water Co-Operative reserves easements over or under the surface, or both, required for the installation and maintenance of electric, telephone and gas lines, water, sewer, and other public and private utilities with the right to assign the easements. The easements herein reserved are as shown on the Recorded Plat of the Subdivisions.

**ARTICLE FOUR
GENERAL PROVISIONS**

SECTION 1. – These Protective Covenants shall be binding upon the Owners and their successors and assigns and all persons claiming by or through or under them, for a period of three (3) years from the date of the filing of this instrument in the Office of the County Clerk of Rio Arriba County, New Mexico, at which time, these Covenants and Restrictions shall automatically be extended for successive periods of three (3) years, unless revoked, modified or dispensed with by a majority vote of the record Owners (one (1) vote per lot) of all lots within the Subdivisions. Any modifications or revisions so voted by a majority of lots shall be written on an instrument and shall be recorded in the Office of the County Clerk of Rio Arriba County, New Mexico ninety (90) days prior to the expiration of any three (3) year extension.

SECTION 2. – The foregoing Covenants may be enforced by the Enchant-A-Rama Water Co-Operative, its successors and assigns, or by the Owner of any property within the Subdivision,^s by appropriate action in law or in equity, either for the recovery of damage or breach, or for injunction abate or remedy any breach or default. Failure by any such party to enforce any restrictions, conditions, or Covenants 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 any breach occurring prior or subsequent thereto. It is specifically understood and agreed that the violation or breach of any restriction, Covenant, or servitude contained herein, shall constitute sufficient cause for the Enchant-A-Rama Water Co-Operative, or any site Owner to obtain an injunction.

In the event the terms and provisions hereof shall be deemed, construed, or result in what would be a violation of the rules against perpetuities, unreasonable restraint against alienation, or other similar rules, then, and in such event, the terms and provisions hereof shall continue for such period of time as will result in their being valid.

SECTION 3. – Each lot is for single-family residential purposes only. This provision shall not prevent the combination of two (2) or more adjoining lots to create a larger lot in order to meet rules and regulations of the New Mexico Environmental Improvement Division rules and regulations concerning septic and leach field requirements.

SECTION 4. – There shall be no commercial activities conducted on any lot, with the exception of “Home Offices.” Home offices must be approved by the Board of Directors of Enchant-A-Rama Water Co-Operative.

There shall be no renting of lots or structures by an Owner. Leasing of lots or structures by an Owner for periods of less than ninety (90) consecutive days, are strictly prohibited.

SECTION 5. - No outbuildings, basements, tents, tent dwellings, travel trailers, shacks, garages, sheds, or temporary buildings of any kind shall be used as a residence either temporarily or permanently.

Exception: Children’s tents, if supervised by adults, may be permitted on a temporary basis, if a permanent approved residential dwelling is on the property.

SECTION 6. – No noxious or offensive activities shall be carried on in any lot.

In deference to the wildlife and quietness of the area, the discharging of firearms shall not be permitted. Grantee, his successors and permittees, shall not hunt, chase, or harass animals or birds in the subdivision.

SECTION 7. – Owners may have animals on lots subject to the rules and regulations promulgated by the Board of Directors of the Enchant-A-Rama Water Co-Operative and in conformance with the New Mexico Animal Control Regulations.

No Owners may have livestock of any kind upon residential lots, except that a reasonable number of household pets are permitted. Dogs shall not be permitted to run free and shall always be on a leash.

Residential lots one (1) acre or more in size shall be permitted to maintain saddle horses or pack animals provided they are contained in an enclosed, fenced or corralled facility.

SECTION 8. – No sign of any kind shall be displayed to public view on any lot or common area without the prior written consent of the Enchant-A-Rama Water Co-Operative, except customary name, address signs, and “For Sale” signs. Signs shall be limited to one sign per lot and are not to exceed sixteen (16) square feet.

SECTION 9. – Each lot shall be maintained free of rubbish and trash, and the same shall be removed from the premises and not allowed to accumulate thereon.

SECTION 10. – In order to retain the natural beauty, all garbage and trash shall be placed and kept in covered containers, in a location not visible from neighboring property.

SECTION 11. – Inoperable or unregistered vehicles shall be stored out of public view or must be placed in a fully enclosed structure. Recreational vehicles, campers, boats, or trailers may be stored on the property year round if there is a permanent approved residential dwelling on that property and they do not constitute an eye sore to the other property owners. Vehicles shall not be stored or parked on any other property for a period in excess of fourteen (14) days, if the property owner is not present on said premises. If such vehicles are in violation of this section, the Enchant-A-Rama Water Co-Operative Board of Directors may take necessary action to have the vehicle removed and the Owner of the lot shall be liable for any and all expenses incurred by the Board of Directors relating to such action.

SECTION 12. – In the event that a structure is destroyed, wholly or partially by fire or any other casualty, said structure shall be properly rebuilt or repaired to conform to this declaration, or all the remaining structures, including the foundations and all debris, shall be removed from the lot. This must be completed within twenty-four (24) months.

SECTION 13. – No structure, other than a fence or gate, shall be constructed nearer than fifteen feet (15') feet from any boundary line of any lot or tract within said designated residential area, and no fence, wall or other enclosure thereon shall be erected without approval by the Enchant-A-Rama Water Co-Operative Board of Directors.

SECTION 14. – No more than one (1) dwelling structure, in addition to necessary and appurtenant outbuildings, shall be constructed on any residential lot which is less than three quarters (3/4) acre in size.

SECTION 15. – Invalidation of any one of the Protective Covenants contained in this declaration by judgment shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 16. – These declarations shall be governed by, construed, and enforced in accordance with the laws of the State of New Mexico. All controversies and/or disputes arising under these declarations shall be resolved in the District Court of Rio Arriba County, New Mexico, which shall be the sole Court that has jurisdiction for the enforcement of the Rules and Regulations of these Protective Covenants.

SECTION 17. – If a lot owner shall bring legal action against Enchant-A-Rama Water Co-Operative or its Board of Directors, and should the Enchant-A-Rama Water Co-Operative or its Board of Directors prevail in said lawsuit, the lot owner will be responsible for any and all legal fees, court costs and expenses of suit incurred by Enchant-A-Rama Water Co-Operative and its Board of Directors in defending the Enchant-A-Water Co-Operative.

The Board of directors of Enchant-A-Rama Water Co-Operative recognize this instrument as the amended Covenants governing the Brazos Rim Subdivision and the Enchant-A-Rama Subdivision, effective January 1, 2005.

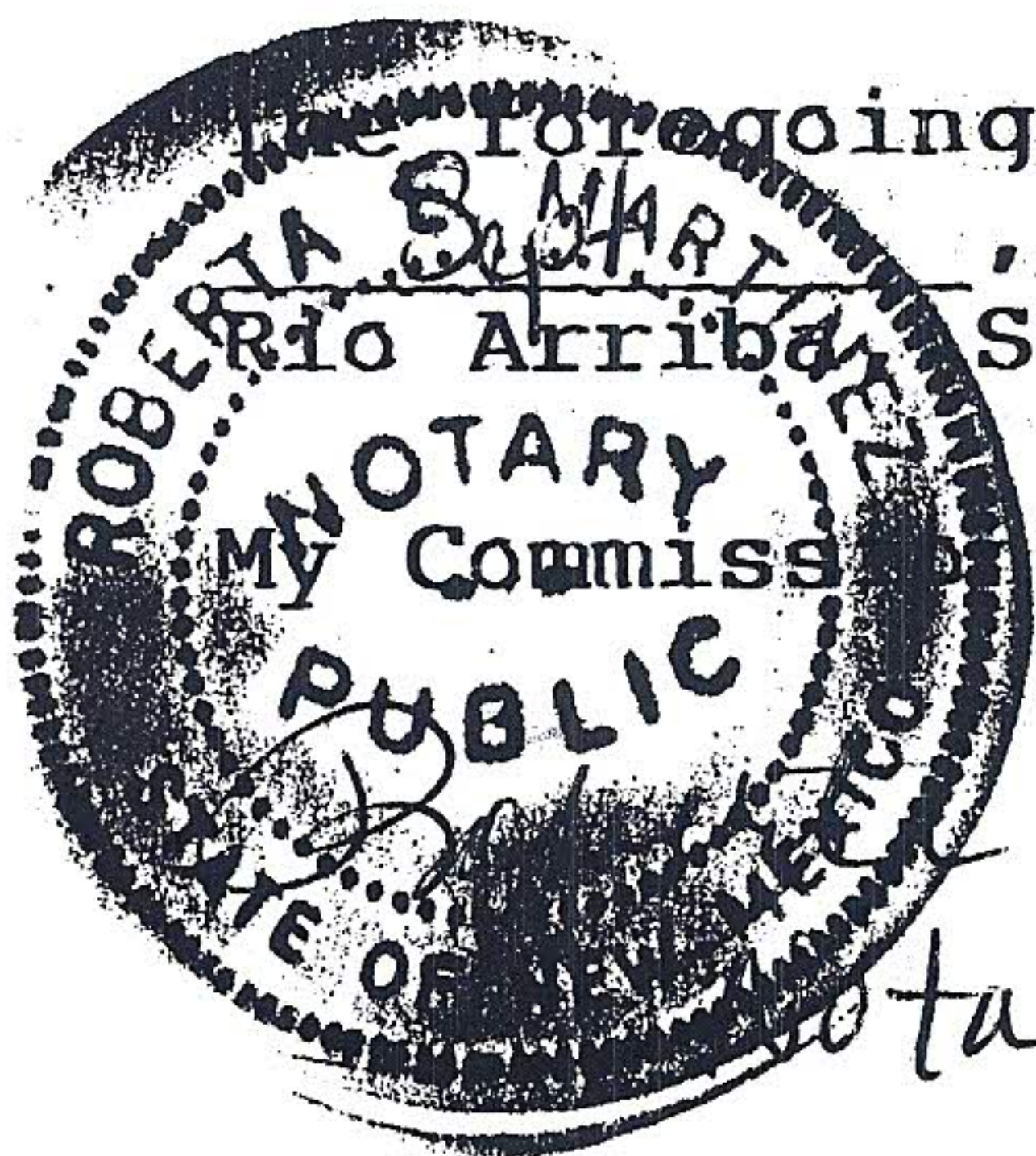
This instrument is executed on September 4, 2004, by the Enchant-A-Rama Water Co-Operative Board of Directors:

John F. Gebman
John F. Gebman, President
Leo Cowder
Leo Cowder, Board Member
Ron Fernandez
Ron Fernandez, Board Member

Ron Mershon
Ron Mershon, Vice President
Allison Parks
Allison Parks, Board Member
Russell Durrer
Russell Durrer, Board Member

EXECUTED AT RIO ARRIBA COUNTY COURT HOUSE, TIERRA AMARILLA, NEW MEXICO ON 9-14-04 2004.

J. Fred Vigil BY: Terma Maez



The foregoing instrument was acknowledged before me this 14th day of September, 2004 by John F. Gebman. Notary Public in and for County of Rio Arriba State of New Mexico.

My Commission expires: Dec. 15, 2004

J. Martinez
Notary



RIO ARRIBA
J. FRED VIGIL, COUNTY CLERK
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Handwritten initials