

COVENANTS AND RESTRICTIONS
BLACK LAKE RESORTS SOUTH
(Correction of Document filed 12-22-98, Book 9, Pgs. 15575-76)

Know now all men by these presents, that the undersigned owners, do hereby declare the creation of these covenants and restrictions, which are to run with the land and shall be binding on all persons who or claim an interest in the area known as Black Lake Resorts South.

These restrictions and covenants may be enforced by any one of the owners of the above described property. Such owners shall have the right and power to seek injunctive relief to enforce the provisions of these restrictions and covenants and to seek damages in the amount of the cost of correcting any violation of these covenants, plus costs of suits and reasonable attorney's fees. The amount of judgment in any such cause shall become a lien against the lot owned by the party committing the violation.

All property owners of BLRS shall be a member of an Association for the purpose of road maintenance and other areas of common concern. Property owners may volunteer to fund maintenance activities or may be assessed for the cost by an affirmative vote of 2/3 of the property owners. Property owners may form an Association, may become incorporated and adopt procedures and bylaws.


1. A parcel may not be subdivided to less than 3 acres. It being one of the purposes of the covenants and restrictions to control density of housing and protect wildlife habitat.
2. No structures deemed detrimental to the area shall be constructed or placed on the property including no mobile homes will be allowed. Uniform building code modular, or manufactured double wide homes are permitted as long as they are permanently affixed to a concrete footing or stemwall and pre-approved by the Subdivider, his successors and assigns. Camping on the premises prior to construction of improvements is allowed. Abandoned vehicles, household junk, including but not limited to refrigerators, stoves, bedsprings, etc. are not allowed under any circumstances.

3. Only one single family residence may be constructed on each lot or parcel of land. Single family residences must have a minimum of 800 square feet. Outbuildings appropriate to rural living are allowed and must conform to the residence and must not be detrimental to the surrounding landscape. Exterior construction of any structure shall be completed within (12) months of the date of beginning.
4. There shall be a 25 foot set back from any road and boundary for any structure.
5. Grazing animals shall be limited to one horse per five acres or equivalents (i.e. cows, llamas, etc.) Domestic pets, such as cats and dogs are permitted, however, the residents shall make every effort to restrain such, should they become a nuisance to the neighbors.
6. The felling of trees shall be permitted for the purpose of clearing homesites, the creation of sunny areas for solar gains around the improvements, and for creating views. No trees shall be cleared for firewood or any other purpose except in areas where judicious thinning of small trees is desirable to maintain a healthy forest.
7. All utilities (electrical power, telephone, water, sewer, etc.) shall be placed underground, except the West 314' of 10' Easement along North Line of Parcel W-3. The Subdivider, his successors or assigns reserves the right to waive this covenant where deemed necessary due to hardship or impracticability. No easement shall be granted to adjacent property owners to BLRS unless the extension shall be placed underground and pre-approved by the Subdivider, his successors or assigns.

Insofar as the land in Black Lake Resorts South, the restrictions and covenants in place in Black Lake Resorts are binding and any conflict with such subdivision restrictions and covenants already in existence shall govern and override these restrictions and covenants.

The undersigned retain the right to waive restrictions when deemed appropriate, except the prohibitions against further subdivision of the tracts. This declaration may be amended after January 15, 2019 upon the execution and recordation of an instrument executed by not less than two-thirds of the property owners in Black Lake Resorts South.


STRICK WATKINS


CAROLYN WATKINS

ACKNOWLEDGMENT

STATE OF TEXAS §

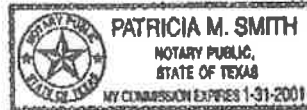
COUNTY OF POTTER §

§ The foregoing instrument was acknowledged before me this 19th day of JAN. 1998 by STRICK WATKINS and CAROLYN WATKINS..

My Commission Expires:

1-31-2001

Patricia M. Smith
Notary Public, State of Texas



MISCELLANEOUS BOOK 90 page 124
FILED FOR RECORD JUNE 4, 1979 at 2:16 p.m

BLACK LAKE RESORTS
RESTRICTIVE COVENANTS

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Black Lake Resorts, Inc., a New Mexico corporation, being the owner of real estate in Colfax County, New Mexico, held for recreational site development, for the purpose of assuring that such property be used for such purposes and to prevent nuisances, to prevent the impairment of the attractiveness of the property and to secure to each site owner the full enjoyment and benefit of the site, hereby adopts the following restrictive covenants running with the land and with the intention that such may be enforced by said corporation or by any of its successors or assigns or by any subsequent owners of any of the lands now owned by Black Lake Resorts, Inc.

1

These covenants shall apply to all lands in Colfax County, New Mexico, owned by Black Lake Resorts, Inc., as of the date hereof.

2

No trailer home or mobile home, shall be placed or erected upon any part of the above described tract; provided, however that during the actual construction of any improvement on any part of said tract, a house trailer and necessary temporary buildings for the storage of materials may be erected and maintained by the person doing such construction.

3

No outside toilets shall be placed on any part of the above described realty, except during the residence construction period.

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All the restrictions contained herein shall constitute covenants running with the land. No improvements shall be located within fifty (50) feet of the center of Coyote Creek and all persons having fishing rights shall be entitled to use a strip 50 feet wide on each side of Coyote Creek, measured from the center thereof, for the purpose of fishing such stream. No fences or obstructions shall be placed so as to impede access to such stream within such one hundred (100) foot strip.

6

Any subsequent Purchaser of any part of the above described realty may at the time of purchase of such realty agree to pay to Black Lake Resorts, Inc. (or its successor) an annual fee for the privilege of access to Coyote Creek trout stream and the lake situated thereon and recreational use thereof. The annual fee shall be \$25.00, and is payable the first day of June each and every year. Failure of any Grantee, his or her heirs, or assigns to pay any annual recreational privilege fee shall forfeit his or her right to fish or otherwise use the streams or lakes for recreational purposes. Such privilege may be re-instated by payment of all delinquent dues with an additional 50% penalty on all such delinquent dues.

7

In the event that the Grantee of any of such land elects to pay such recreational fee and such Grantee or any

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subsequent Grantee should build more than one residence, apartment or housing unit upon the above described realty or any part of the above described realty, then there shall be an annual fee of \$25.00 for each residence, apartment or housing unit constructed upon said realty and said fee shall be payable in the same manner and subject to the same penalty as described in the foregoing paragraph.

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Any violation of the provisions, conditions, or restrictions contained herein shall warrant Black Lake Resorts, Inc. or any other interested party to apply to any court of law or equity having jurisdiction thereof for an injunction or proper relief in order to enforce same in the court, and the violator shall be liable, if found in violation, for costs and reasonable attorney's fees incurred in enforcing these covenants. No delay on the part of Black Lake Resorts, Inc. or any other person in the exercising of any right, power, or remedy contained herein shall be construed as a waiver thereof or an acquiescence therein. Various rights and remedies of all persons hereunder shall be cumulative and the declarant or any other property owner may use any or all of said rights without in any way affecting the ability of Black Lake Resorts, Inc. or any other property owner to use or rely upon or enforce any other right.

9

In the event any one or more of the provisions, conditions, restrictions, or covenants contained herein shall

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be held by any court of competent jurisdiction to be null and void, all remaining restrictions and covenants herein set forth shall remain in full force and effect.

Any conveyance of any of such premises shall also be subject to all valid and subsisting easements, restrictions, rights of way, conditions, exceptions, reservations and covenants of whatsoever nature of record, if any, and also to any zoning laws and other restrictions, regulations, ordinances and statutes of Municipal or other government authorities applicable to the above described premises.

10

No residence or other permanent improvement shall be located nearer than fifty (50) feet to Coyote Creek.

DATED this 15 day of August, 1978.

BLACK LAKE RESORTS, INC.



President

(SEAL)

Attest:



Secretary