

WARRANTY DEED

BLACK LAKE RESORTS, a New Mexico Corporation acting by and through the President and Secretary-Treasurer of said Corporation, for consideration paid, grants to _____
PAUL FAUBION the following described real estate in Colfax County, New Mexico:

Lot No. 24 situated in the NE/4 of Section 33, Township 24 North, Range 16 East, N.M.P.M. shown as platted and designated on map of lands entitled, Lakeview Mountain Estates, situated at Black Lakes, Colfax County, New Mexico, said map being approved by the Board of County Commissioners of Colfax County on the third day of October, 1966, and filed that day in the office of the County Clerk at Raton, New Mexico.

WITH WARRANTY COVENANTS, but subject to prior mineral reservations of record and the following restrictive covenants to wit:

1. Each and every lot of Lakeview Mountain Estates shall be used for a single family residence only, except, however, as to Lot 24 on which lot multiple family occupancy structures or a clubhouse may be erected or Lot 24 may be subdivided for single family residences to conform with the covenants and conditions herein. No improvements whatsoever other than one private, single-family residence shall be erected or placed on any lot, excepting Lot 24, as outlined herein.

2. No business or profession of any nature shall be conducted on any lot or in any residence constructed thereon. No horses, cattle, sheep, goats, pigs, rabbits, poultry, or other livestock of any description shall be kept or maintained on any part of any lot. Residents may keep dogs, cats, or other animals which are bona fide household pets.

3. Before anyone shall commence the construction, remodeling, addition to, or alteration of any residence on

any lot, there shall be submitted to Black Lake Resorts a set of plans and specifications for said work and no such structure or improvement shall be erected, altered, placed or maintained upon any lot unless and until the plans, and specifications therefor have received such written approval, as herein provided. Native construction materials are encouraged, excepting bark slab construction; however, other building materials are acceptable with approval of plans and specifications.

Black Lake Resorts shall approve or disapprove said plans and specifications within thirty days from the receipt thereof. The set of said plans and specifications with the approval or disapproval endorsed thereon shall be returned to the owner. In the event no action is taken to approve or disapprove such plans and specifications within said thirty-day period, the provision requiring approval of said plan shall be deemed to have been waived by Black Lake Resorts.

Black Lake Resorts shall have the right to disapprove any plans, specifications or details submitted to him as aforesaid in the event such plans and specifications are not in accord with all the provisions of this instrument. The decision of Black Lake Resorts in any of these matters shall be final, and no building or improvement of any kind shall be constructed or placed upon any lot in Lakeview Mountain Estates without the prior written consent of Black Lake Resorts.

Black Lake Resorts shall not be responsible in any manner whatsoever for any defect in any plans or specifications submitted nor as revised by said Seller, or for any work done pursuant to the requested changes of said plans and specifications.

4. No temporary house, trailer, tent, garage or outbuilding shall be placed or erected upon any part of any lot; provided, however, that during the actual construction of any improvement on any lot, a house trailer and necessary temporary buildings

for the storage of materials may be erected and maintained by the person doing such construction. The work of construction, altering, or remodeling of any building or part thereof shall be prosecuted diligently and shall be completed no later than 365 days after the issuance of the building permit for same.

5. Every building, structure, or other improvement, other than fences, terraces, and steps, shall be set back in accordance with the following conditions from the lots lines:

- A. Front yard setbacks; not less than 10 feet from any street lot line.
- B. Side yard setbacks; not less than 10 feet from any side lot line.
- C. Rear yard setbacks; not less than 10 feet from any rear lot lines.

6. Any building placed, erected, or maintained upon any lot in Lakeview Mountain Estates shall be entirely constructed thereon, excepting prefabricated structures approved with plans and specifications.

7. No outside toilets shall be placed on any lot, except during the residence construction period. Completed residences shall have a septic tank for sewage disposal.

8. Each lot at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, lumber, or other building materials shall be permitted to remain exposed on any lot so as to be visible to any neighboring lot or road, except as is necessary during the period of construction.

9. 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 structure, including the foundation and all debris, shall be removed from the lot.

10. No trees shall be removed from any lot if the diameter at the base of said tree exceed three inches, except with the written approval of Black Lake Resorts, or for the purpose of

clearing for the site of the residence and its driveway.

11. No lot or lots shall be subdivided, except for the purpose of combining portions with an adjoining lot. Any ownership or single holding by any person comprising the whole of one lot and part or parts of one or more adjoining lots shall, for all purposes of these covenants and restrictions be deemed a single lot.

12. Easements and rights of way in perpetuity are hereby reserved for the erection, construction, maintenance, and operation of wires, cable, pipe, conduits, and apparatus for the transmission of electrical current, telephone, television, water, etc. for the furnishing of utility purposes together with the right of entry for the purpose of installation and maintenance with the further rights to Black Lake Resorts to convey or lease the whole or any portion of such easements, rights of way, right of entry, to any person or persons or to any corporation or municipal body, under, along, across, upon and through a strip of land five feet in width along the front, rear and side lot lines of all lots in Lakeview Mountain Estates.

13. Purchaser agrees to pay to Black Lake Resorts, owner of approximately one and one-half miles of adjacent Coyote Creek trout stream and lake an annual fee for Purchaser's privilege of access to said trout stream and recreational use thereof. The annual fee shall be \$25.00, and is payable the first day of June each and every year.

14. All the restrictions contained herein shall constitute covenants running with the land as to all of the lands within Lakeview Mountain Estates. It shall continue to be binding upon the owners of said lands and all persons claiming by, through or under said owners for a period ending January 1, 1987, and shall thereafter automatically be extended for a further period of twenty years; provided, however, that the

owners of seventy-five percent of the lots in Lakeview Mountain Estates may at any time after January 1, 1977, release all of the lots hereby restricted from any one or all of these restrictions, excepting restriction number 13 herein, which shall be revised by Black Lake Resorts only and then only after January 1, 1987, by executing and acknowledging an appropriate agreement in writing for said purpose and filing the same for record with the Clerk and Recorder of Colfax County, New Mexico, in the manner then required for the recording of land instruments.

15. The provisions contained herein are for the benefit of each and all of the lots in Lakeview Mountain Estates and shall inure to the benefit of and be binding upon Black Lake Resorts, its purchasers and subsequent owners of each of said lots. Each purchaser of lots included within this declaration, by acceptance of a deed to same, shall be subject to each and all of the restrictions, conditions, covenants, and agreements contained herein and to the jurisdiction, right, and power of Black Lake Resorts. And by such acceptance, shall for himself, his heirs, personal representatives, successors and assigns, covenant and agree and consent to and with the grantees and subsequent owners of each of said lots, to keep, observe, comply with and perform said restrictions, covenants, conditions and agreements contained herein.

16. Any violation of the provisions, conditions, or restrictions contained herein shall warrant Black Lake Resorts or any other lot owner 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 in its discretion, may award the plaintiff his court costs and reasonable attorney fees. No delay on the part of Black Lake Resorts 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 or any other property owner to use or rely upon or enforce any other right.

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

18. Black Lake Resorts hereby reserves the right to grant a reasonable variance or adjustment of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions contained herein. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to other property or improvements of the neighborhood and shall not defeat the general intent and purpose of these restrictions.

19. Any and all of the right, title, interest and estate given to or reserved by Black Lake Resorts herein or on the plat of Lakeview Mountain Estates may be transferred or assigned to any person, firm or corporation by appropriate instrument in writing duly executed by Black Lake Resorts and recorded in the office of the Clerk and Recorder of Colfax County, New Mexico, and wherever Black Lake Resort is hereby referred to, such references shall be deemed to include its successors and assigns.

This conveyance is made expressly 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.

WITNESS our hands and seals this 31st day of July, 1969

BLACK LAKE RESORTS

[Signature]
President

[Signature]
Secretary-Treasurer

Attest:



STATE Texas
COUNTY Petta

Subscribed and sworn to before me this 31 day of July, 1969.

Beverly Jackson
Notary Public

Filed For Record 8-7-70 at 9:04 AM Reed Book 115 Page 388 Carolyn B. Redolff, Recorder

WARRANTY DEED

Filed For Record 11-20-70 at 4:20 PM Reed Book 116 Page 234 Carolyn B. Redolff, Recorder

BLACK LAKE RESORTS, INC., a New Mexico Corporation acting

by and through the President and Secretary-Treasurer of said

Corporation, for consideration paid, grants to James M. Reed

And/or Elizabeth Reed the following described real

estate in Colfax County, New Mexico:

Lot No. 15 situated in the NE/4 of Section 33, Township 24 North, Range 16 East, N.M.P.M. shown as platted and designated on map of lands entitled, Black Lake Resorts, Unit Number Three, situated at Black Lake, Colfax County, New Mexico, said map being approved by the Board of Commissioners of Colfax County on the sixth day of April, 1970, and filed that day in the offices of the County Clerk at Raton, New Mexico.

WITH WARRANTY COVENANTS, except that no minerals are being conveyed hereby, and that this conveyance is subject to all restrictive covenants of record in Colfax County, New Mexico and the following restrictive covenants to wit:

1. Each and every lot of Black Lake Resorts, Unit Number Three shall be used for a single family residence only. No improvements whatsoever other than one private, single-family residence shall be erected or placed on any lot.

2. No business or profession of any nature shall be conducted on any lot or in any residence constructed thereon. No horses, cattle, sheep, goats, pigs, rabbits, poultry, or other livestock of any description shall be kept or maintained on any part of any lot. Residents may keep dogs, cats, or other animals which are bona fide household pets.)

3. Before anyone shall commence the construction, remodeling, addition to, or alteration of any residence on any lot, there shall be submitted to Black Lake Resorts, Inc. a set of plans and specifications for said work and no such structure or improvement shall be erected, altered, placed or maintained upon any lot unless and until the plans and specifications therefor have received such written approval as herein provided.

Native construction materials are encouraged, excepting bark slab construction; however, other building materials are acceptable with approval of plans and specifications.

Black Lake Resorts, Inc., shall approve said plans and specifications within thirty days from the receipt thereof. The set of said plans and specifications with the approval or disapproval endorsed thereon shall be returned to the owner. In the event no action is taken to approve or disapprove such plans and specifications within said thirty-day period, the provision requiring approval of said plan shall be deemed to have been waived by Black Lake Resorts, Inc.

Black Lake Resorts, Inc. shall have the right to disapprove any plans, specifications or details submitted to him as aforesaid in the event such plans and specifications are not in accord with all the provisions of this instrument. The decision of Black Lake Resorts, Inc. in any of these matters shall be final, and no building or improvement of any kind shall be constructed or placed upon any lot in Black Lake Resorts, Unit Number Three without the prior written consent of Black Lake Resorts, Inc.

Black Lake Resorts, Inc. shall not be responsible in any manner whatsoever for any defect in any plans or specifications submitted nor as revised by Black Lake Resorts, Inc., or for any work done pursuant to the requested changes of said plans and specifications.

4. No temporary house, trailer, tent, garage or outbuilding shall be placed or erected upon any part of any lot; provided, however, that during the actual construction of any improvement on any lot, a house trailer and necessary temporary buildings for the storage of materials may be erected and maintained by the person doing such construction. The work of construction, altering, or remodeling of any building or part thereof shall be prosecuted diligently and shall be completed no later than 365 days after the issuance of the building permit for same.

5. Every building, structure, or other improvements, other than fences, terraces, and steps, shall be set back in accordance with the following conditions from the lots lines:

- A. Front yard setbacks; not less than 10 feet from any street lot line.
- B. Side yard setbacks; not less than 10 feet from any side lot line.
- C. Rear Yard setbacks; not less than 10 feet from any rear lot lines.

6. Any building placed, erected, or maintained upon any lot in Black Lake Resorts, Unit Number Three shall be entirely constructed thereon, excepting prefabricated structures approved with plans and specifications.

7. No outside toilets shall be placed on any lot, except during the residence construction period. Completed residences shall have a septic tank for sewage disposal.

8. Each lot at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, lumber, or other building materials shall be permitted to remain exposed on any lot so as to be visible to any neighboring lot or road, except as is necessary during the period of construction.

9. 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 structure, including the foundation and all debris, shall be removed from the lot.

10. No trees shall be removed from any lot if the diameter at the base of said tree exceed three inches, except with the written approval of Black Lake Resorts, Inc. or for the purpose of clearing for the site of the residence and its driveway.

11. No lot or lots shall be subdivided, except for the purpose of combining portions with an adjoining lot. Any ownership or single holding by any person comprising the whole of one lot and part or parts of one or more adjoining lots shall, for all purposes of these covenants and restrictions be deemed a single lot.

12. Easements and rights of way in perpetuity are hereby reserved for the erection, construction, maintenance, and operation of wires, cable, pipe, conduits, and apparatus for the transmission of electrical current, telephone, television, water, etc. for the furnishing of utility purposes together with the right of entry for the purpose of installation and maintenance with the further rights to Black Lake Resorts, Inc. to convey or lease the whole or any portion of such easements, rights of way, right of entry, to any person or persons or to any corporation or municipal body, under, along, across, upon and through a strip of land five feet in width along the front, rear and side lot lines of all lots in Black Lake Resorts, Unit Number Three.

13. Purchaser (lot owner) agrees to pay to Black Lake Resorts, Inc. owner of approximately one and one-half miles of adjacent Coyote Creek trout stream and lake an annual fee for Purchaser's (lot owner's) privilege of access to said trout stream 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 heirs, or assigns to pay any annual recreational privilege fee shall constitute a breach of this covenant by reason of which Grantee's fee title shall terminate, revert to, and re-vest in Grantor, its successors or assigns, upon Grantee's failure to cure such default within 30 days after written demand for payment addressed to Grantee at his last know address. Failure of Grantor promptly to exercise its option to terminate for breach shall not constitute a waiver of such continuing right and condition.

14. All the restrictions contained herein shall constitute covenants running with the land as to all of the lands within Black Lake Resorts, Unit Number Three. It shall continue to be binding upon the owners; provided, however, that the owners of seventy-five percent of the lots in Black Lake Resorts, Unit Number Three may at any time after January 1, 1980, release all of the lots hereby restricted from any one or all of these restrictions, excepting restriction number 13 herein, by executing and acknow-

ledging an appropriate agreement in writing for said purpose and filing the same for record with the Clerk and Recorder of Colfax County, New Mexico, in the manner then required for the recording of land instruments.

15. The provisions contained herein are for the benefit of each and all of the lots in Black Lake Resorts, Unit Number Three and shall inure to the benefit of and be binding upon Black Lake Resorts, Inc. its purchasers and subsequent owners of each of said lots. Each purchaser of lots included within this declaration, by acceptance of a deed to same, shall be subject to each and all of the restrictions, conditions, covenants, and agreements contained herein and to the jurisdiction, right, and power of Black Lake Resorts, Inc. And by such acceptance, shall be himself, his heirs, personal representatives, successors and assigns, covenant and agree and consent to and with the grantees and subsequent owners of each of said lots, to keep, observe, comply with and perform said restrictions, covenants, conditions and agreements contained herein.

16. Any violation of the provisions, conditions, or restrictions contained herein shall warrant Black Lake Resorts, Inc. or any other lot owner 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 in its discretion, may award the plaintiff his court costs and reasonable attorney fees. 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.

17. In the event any one or more of the provisions, conditions, restrictions, or covenants contained herein shall be held by any

239
393

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

18. Black Lake Resorts, Inc. hereby reserves the right to grant a reasonable variance or adjustment of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions contained herein. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to other property or improvements of the neighborhood and shall not defeat the general intent and purpose of these restrictions.

19. Any and all of the right, title, interest and estate given to or reserved by Black Lake Resorts, Inc. herein or on the plat of Black Lake Resorts, Unit Number Three may be transferred or assigned to any person, firm or corporation by appropriate instrument in writing duly executed by Black Lake Resorts, Inc. and recorded in the office of the Clerk and Recorder of Colfax County, New Mexico, and wherever Black Lake Resorts, Inc. is hereby referred to, such references shall be deemed to include its successors and assigns.

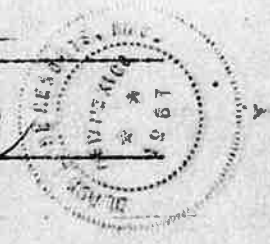
This conveyance is made expressly subject to all valid and subsisting easements, restrictions, rights of way, conditions, exceptions, reservations and covenants of whatsoever nature of record, if any, and also to any zoning laws and other restrictions, regulations, ordinances and statutes of Municipal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

WITNESS our hands and seals this 17th day of Sept., 1970

BLACK LAKE RESORTS

Strick Watkins
President

Attest: Joe Snead
Secretary-Treasurer



STATE OF TEXAS |
COUNTY OF POTTER |

The foregoing instrument was acknowledged before me this 17th day of September, 1970, by Strick Watkins, President, and Joe Snead, Secretary-Treasurer of Black Lake Resorts, Inc., a New Mexico Corporation, on behalf of said corporation.

William F. Decker
Notary Public



My commission expires:

WARRANTY DEED

BLACK LAKE RESORTS, INC., a New Mexico Corporation acting
by and through the President and Secretary-Treasurer of said
Corporation, for consideration paid, grants to Billie F. Harrison
and Lynda G. Harrison, his wife, the following described real estate
in Colfax County, New Mexico:

Lot No. 19 shown as platted and designated
on map of lands entitled, Black Lake Resorts
Unit Number Two, said plat is of lands situated
in the NE/4 of Section 33, Township 24 North,
Range 16 East N.M.P.M. and the Mora Grant, all
in Colfax County, situated at Black Lake, Colfax
County, New Mexico, said map being approved by
the Board of County Commissioners of Colfax County
on the third day of November, 1969, and filed that
day in the office of the County Clerk at Raton,
New Mexico.

WITH WARRANTY COVENANTS, except that no minerals are being conveyed
hereby, and that this conveyance is subject to all restrictive covenants
of record in Colfax County, New Mexico and the following restrictive coven-
ants to wit:

1. Each and every lot of Black Lake Resorts Unit Number Two
shall be used for a single family residence only. No improvements
whatsoever other than one private, single-family residence shall be
erected or placed on any lot.
2. No business or profession of any nature shall be conducted on
any lot or in any residence constructed thereon. No horses, cattle, sheep,
goats, pigs, rabbits, poultry, or other livestock of any description shall
be kept or maintained on any part of any lot. Residents may keep dogs,
cats, or other animals which are bona fide household pets.
3. Before anyone shall commence the construction, remodeling,
addition to, or alteration of any residence on any lot, there shall be
submitted to Black Lake Resorts, Inc. a set of plans and specifications for
said work and no such structure or improvement shall be erected, altered,
placed or maintained upon any lot unless and until the plans and specifi-
cations therefor have received such written approval as herein provided.

Native construction materials are encouraged, excepting bark slab construction; however, other building materials are acceptable with approval of plans and specifications.

Black Lake Resorts, Inc., shall approve said plans and specifications within thirty days from the receipt thereof. The set of said plans and specifications with the approval or disapproval endorsed thereon shall be returned to the owner. In the event no action is taken to approve or disapprove such plans and specifications within said thirty-day period, the provision requiring approval of said plan shall be deemed to have been waived by Black Lake Resorts, Inc.

Black Lake Resorts, Inc. shall have the right to disapprove any plans, specifications or details submitted to him as aforesaid in the event such plans and specifications are not in accord with all the provisions of this instrument. The decision of Black Lake Resorts, Inc. in any of these matters shall be final, and no building or improvement of any kind shall be constructed or placed upon any lot in Black Lake Resorts Unit Number Two without the prior written consent of Black Lake Resorts, Inc.

Black Lake Resorts, Inc. shall not be responsible in any manner whatsoever for any defect in any plans or specifications submitted nor as revised by Black Lake Resorts, Inc., or for any work done pursuant to the requested changes of said plans and specifications.

4. No temporary house, trailer, tent, garage or outbuilding shall be placed or erected upon any part of any lot; provided, however, that during the actual construction of any improvement on any lot, a house trailer and necessary temporary buildings for the storage of materials may be erected and maintained by the person doing such construction. The work of construction, altering, or remodeling of any building or part thereof shall be prosecuted diligently and shall be completed no later than 365 days after the issuance of the building permit for same.

5. Every building, structure, or other improvements, other than fences, terraces, and steps, shall be set back in accordance with the following conditions from the lots lines:

- A. Front yard setbacks; not less than 10 feet from any street lot line.
- B. Side yard setbacks; not less than 10 feet from any side lot line.
- C. Rear yard setbacks; not less than 10 feet from any

rear lot lines.

107

6. Any building placed, erected, or maintained upon any lot in Black Lake Resorts Unit Number Two shall be entirely constructed thereon, excepting prefabricated structures approved with plans and specifications.

7. No outside toilets shall be placed on any lot, except during the residence construction period. Completed residences shall have a septic tank for sewage disposal.

8. Each lot at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, lumber, or other building materials shall be permitted to remain exposed on any lot so as to be visible to any neighboring lot or road, except as is necessary during the period of construction.

9. 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 structure, including the foundation and all debris, shall be removed from the lot.

10. No trees shall be removed from any lot if the diameter at the base of said tree exceed three inches, except with the written approval of Black Lake Resorts, Inc. or for the purpose of clearing for the site of the residence and its driveway.

11. No lot or lots shall be subdivided, except for the purpose of combining portions with an adjoining lot. Any ownership or single holding by any person comprising the whole of one lot and part or parts of one or more adjoining lots shall, for all purposes of these covenants and restrictions be deemed a single lot.

12. Easements and rights of way in perpetuity are hereby reserved for the erection, construction, maintenance, and operation of wires, cable, pipe, conduits, and apparatus for the transmission of electrical current, telephone, television, water, etc. for the furnishing of utility purposes together with the right of entry for the purpose of installation and maintenance with the further rights to Black Lake Resorts, Inc. to convey

or lease the whole or any portion of such easements, rights of way, right of entry, to any person or persons or to any corporation or municipal body, under, along, across, upon and through a strip of land five feet in width along the front, rear and side lot lines of all lots in Black Lake Resorts Unit Number Two.

13. Purchaser (lot owner) agrees to pay to Black Lake Resorts, Inc. owner of approximately one and one-half miles of adjacent Coyote Creek trout stream and lake an annual fee for Purchaser's (lot owner's) privilege of access to said trout stream 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 heirs, or assigns to pay any annual recreational privilege fee shall constitute a breach of this covenant by reason of which Grantee's fee title shall terminate, revert to, and revert in Grantor, its successors or assigns, upon Grantee's failure to cure such default within 30 days after written demand for payment addressed to Grantee at his last known address. Failure of Grantor promptly to exercise its option to terminate for breach shall not constitute a waiver of such continuing right and condition.

14. All the restrictions contained herein shall constitute covenants running with the land as to all of the lands within Black Lake Resorts Unit Number Two. It shall continue to be binding upon the owners; provided, however, that the owners of seventy-five percent of the lots in Black Lake Resorts Unit Number Two may at any time after January 1, 1977, release all of the lots hereby restricted from any one or all of these restrictions, excepting restriction number 13 herein, by executing and acknowledging an appropriate agreement in writing for said purpose and filing the same for record with the Clerk and Recorder of Colfax County, New Mexico, in the manner then required for the recording of land instruments.

15. The provisions contained herein are for the benefit of each and all of the lots in Black Lake Resorts Unit Number Two and shall inure to the benefit of and be binding upon Black Lake Resorts, Inc. its purchasers and subsequent owners of each of said lots. Each purchaser of lots included within this declaration, by acceptance of a deed to same, shall be subject to each and all of the restrictions, conditions, covenants,

and agreements contained herein and to the jurisdiction, right, and power of Black Lake Resorts, Inc. And by such acceptance, shall be himself, his heirs, personal representatives, successors and assigns, covenant and agree and consent to and with the grantees and subsequent owners of each of said lots, to keep, observe, comply with and perform said restrictions, covenants, conditions and agreements contained herein.

16. Any violation of the provisions, conditions, or restrictions contained herein shall warrant Black Lake Resorts, Inc. or any other lot owner 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 in its discretion, may award the plaintiff his court costs and reasonable attorney fees. 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.

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

18. Black Lake Resorts, Inc. hereby reserves the right to grant a reasonable variance or adjustment of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions contained herein. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to other property or improvements of the neighborhood and shall not defeat the general intent and purpose of these restrictions.

19. Any and all of the right, title, interest and estate given to or reserved by Black Lake Resorts, Inc. herein or on the plat of Black Lake Resorts Unit Number Two may be transferred or assigned to any person, firm or corporation by appropriate instrument in writing duly executed by Black Lake Resorts, Inc. and recorded in the office of the Clerk and Recorder of Colfax County, New Mexico, and wherever Black Lake Resorts Inc. is hereby referred to, such references shall be deemed to include its successors and assigns.

This conveyance is made expressly 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.

WITNESS our hands and seals this 12th day of JAN., 1971

BLACK LAKE RESORTS

Strick Watkins
President
Joe Y Sneed
Secretary-Treasurer

Attest:

STATE OF TEXAS
COUNTY OF POTTER

The foregoing instrument was acknowledged before me this 12th day of JAN. 1971, by STRICK WATKINS
PRESIDENT AND JOE Y SNEAD
SECRETARY OF BLACK LAKE RESORTS INC.
A NEW MEXICO CORPORATION ON BEHALF
OF SAID CORPORATION



Helmer J. Lambell
Notary Public

My Commission expires: June 1, 1971

WARRANTY DEED

BLACK LAKE RESORTS, INC., a New Mexico Corporation acting by and through the President and Secretary-Treasurer of said Corporation, for consideration paid, grants to JOE Y. SUGAD, STRICK WATKINS, AND W.L. OAKLEY the following described real estate in Colfax County, New Mexico:

Lot No. -24- situated in the NE/4 of Section 33, Township 24 North, Range 16 East, N.M.P.M. shown as platted and designated on map of lands entitled, Black Lake Resorts, Unit Number Four, situated at Black Lake, Colfax County, New Mexico, said map being approved by the Board of Commissioners of Colfax County on the Fourth day of October, 1971, and filed that day in the offices of the County Clerk at Raton, New Mexico.

WITH WARRANTY COVENANTS, except that no minerals are being conveyed hereby, and that this conveyance is subject to all restrictive covenants of record in Colfax County, New Mexico and the following restrictive covenants to wit:

1. Each and every lot of Black Lake Resorts, Unit Number Four shall be used for a single family residence only. No improvements whatsoever other than one private, single-family residence shall be erected or placed on any lot.
2. No business or profession of any nature shall be conducted on any lot or in any residence constructed thereon. No horses, cattle, sheep, goats, pigs, rabbits, poultry, or other livestock of any description shall be kept or maintained on any part of any lot. Residents may keep dogs, cats, or other animals which are bona fide household pets.
3. Before anyone shall commence the construction, remodeling, addition to, or alteration of any residence on any lot, there shall be submitted to Black Lake Resorts, Inc. a set of plans and specifications for said work and no such structure or improvement shall be erected, altered, placed or maintained upon any lot unless and until the plans and specifications therefor have received such written approval as herein provided.

Native construction materials are encouraged, excepting bark slab construction; however, other building materials are acceptable with approval of plans and specifications.

Black Lake Resorts, Inc, shall approve said plans and specifications within thirty days from the receipt thereof. The set of said plans and specifications with the approval or disapproval endorsed thereon shall be returned to the owner. In the event no action is taken to approve or disapprove such plans and specifications within said thirty-day period, the provision requiring approval of said plan shall be deemed to have been waived by Black Lake Resorts, Inc.

Black Lake Resorts, Inc. shall have the right to disapprove any plans, specifications or details submitted to him as afore-said in the event such plans and specifications are not in accord with all the provisions of this instrument. The decision of Black Lake Resorts, Inc. in any of these matters shall be final, and no building or improvement of any kind shall be constructed or placed upon any lot in Black Lake Resorts, Unit Number Four without the prior written consent of Black Lake Resorts, Inc.

Black Lake Resorts, Inc. shall not be responsible in any manner whatsoever for any defect in any plans or specifications submitted nor as revised by Black Lake Resorts, Inc., or for any work done pursuant to the requested changes of said plans and specifications.

4. No temporary house, trailer, tent, garage or outbuilding shall be placed or erected upon any part of any lot; provided, however, that during the actual construction of any improvement on any lot, a house trailer and necessary temporary buildings for the storage of materials may be erected and maintained by the person doing such construction. The work of construction, altering, or remodeling of any building or part thereof shall be prosecuted diligently and shall be completed no later than 365 days after the issuance of the building permit for same.

5. Every building, structure, or other improvements, other than fences, terraces, and steps, shall be set back in accordance with the following conditions from the lots lines:

- A. Front yard setbacks; not less than 10 feet from any street lot line.
- B. Side yard setbacks; not less than 10 feet from any side lot line.
- C. Rear Yard setbacks; not less than 10 feet from any rear lot lines.

6. Any building placed, erected, or maintained upon any lot in Black Lake Resorts, Unit Number Four shall be entirely constructed thereon, excepting prefabricated structures approved with plans and specifications.

7. No outside toilets shall be placed on any lot, except during the residence construction period. Completed residences shall have a septic tank for sewage disposal.

8. Each lot at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, lumber, or other building materials shall be permitted to remain exposed on any lot so as to be visible to any neighboring lot or road, except as is necessary during the period if construction.

9. 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 structure, including the foundation and all debris, shall be removed from the lot.

10. No trees shall be removed from any lot if the diameter at the base of said tree exceed three inches, except with the written approval of Black Lake Resorts, Inc. or for the purpose of clearing for the site of the residence and its driveway.

11. No lot or lots shall be subdivided, except for the purpose of combining portions with an adjoining lot. Any ownership or single holding by any person comprising the whole of one lot and part or parts of one or more adjoining lots shall, for all purposes of these covenants and restrictions be deemed a single lot.

187

12. Easements and rights of way in perpetuity are hereby reserved for the erection, construction, maintenance, and operation of wires, cable, pipe, conduits, and apparatus for the transmission of electrical current, telephone, television, water, etc. for the furnishing of utility purposes together with the right of entry for the purpose of installation and maintenance with the further rights to Black Lake Resorts, Inc. to convey or lease the whole or any portion of such easements, rights of way, right of entry, to any person or persons or to any corporation or municipal body, under, along, across, upon and through a strip of land five feet in width along the front, rear and side lot lines of all lots in Black Lake Resorts, Unit Number Four.

13. Purchaser (lot owner) agrees to pay to Black Lake Resorts, Inc. owner of approximately one and one-half miles of adjacent Coyote Creek trout stream and lake an annual fee for Purchaser's (lot owner's) privilege of access to said trout stream 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 heirs, or assigns to pay any annual recreational privilege fee shall constitute a breach of this covenant by reason of which Grantee's fee title shall terminate, revert to, and revest in Grantor, its successors or assigns, upon Grantee's failure to cure such default within 30 days after written demand for payment addressed to Grantee at his last known address. Failure of Grantor promptly to exercise its option to terminate for breach shall not constitute a waiver of such continuing right and condition.

14. All the restrictions contained herein shall constitute covenants running with the land as to all of the lands within Black Lake Resorts, Unit Number Four. It shall continue to be binding upon the owners; provided, however, that the owners of seventy-five percent of the lots in Black Lake Resorts, Unit Number Four may at any time after January 1, 1981, release all of the lots hereby restricted from any one or all of these restrictions, excepting restriction number 13, herein, by executing and acknowledging an appropriate agreement in writing for said purpose and filing the

188

same for record with the Clerk and Recorder of Colfax County, New Mexico, in the manner then required for the recording of land instruments.

15. The provisions contained herein are for the benefit of each and all of the lots in Black Lake Resorts, Unit Number Four and shall inure to the benefit of and be binding upon Black Lake Resorts, Inc. its purchasers and subsequent owners of each of said lots. Each purchaser of lots included within this declaration, by acceptance of a deed to same, shall be subject to each and all of the restrictions, conditions, covenants, and agreements contained herein and to the jurisdiction, right, and power of Black Lake Resorts, Inc. And by such acceptance, shall be himself, his heirs, personal representatives, successors and assigns, covenant and agree and consent to and with the grantees and subsequent owners of each of said lots, to keep, observe, comply with and perform said restrictions, covenants, conditions and agreements contained herein.

16. Any violation of the provisions, conditions, or restrictions contained herein shall warrant Black Lake Resorts, Inc. or any other lot owner 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 in its discretion, may award the plaintiff his court costs and reasonable attorney fees. 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.

17. In the event any one or more of the provisions, conditions, restrictions, or covenants contained herein shall be held by any court of competent jurisdiction to be null and void, all remaining

189

restrictions and covenants herein set forth shall remain in full force and effect.

18. Black Lake Resorts, Inc. hereby reserves the right to grant a reasonable variance or adjustment of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions contained herein. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to other property or improvements of the neighborhood and shall not defeat the general intent and purpose of these restrictions.

19. Any and all of the right, title, interest and estate given to or reserved by Black Lake Resorts, Inc herein or on the plat of Black Lake Resorts, Unit Number Four may be transferred or assigned to any person, firm or corporation by appropriate instrument in writing duly executed by Black Lake Resorts, Inc. and recorded in the office of the Clerk and Recorder of Colfax County, New Mexico, and wherever Black Lake Resorts, Inc. is hereby referred to, such references shall be deemed to include its successors and assigns.

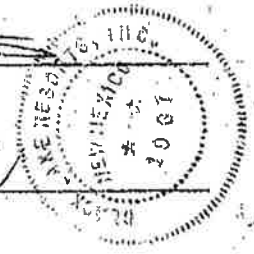
This conveyance is made expressly subject to all valid and subsisting easements, restrictions, rights of way, conditions, exceptions, reservations and covenants of whatsoever nature of record, if any, and also to any zoning laws and other restrictions, regulations, ordinances and statutes of Municipal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

WITNESS our hands and seals this 15TH day of NOVEMBER, 1974.

BLACK LAKE RESORTS, INC.

Strick Watkins
President

Attest: Joe Snead
Secretary-Treasurer



STATE OF TEXAS |
COUNTY OF POTTER |

The foregoing instrument was acknowledged before me this 15TH day of NOVEMBER, 1974, by Strick Watkins, President, and Joe Snead, Secretary-Treasurer of Black Lake Resorts, Inc., a New Mexico Corporation, on behalf of said corporation.

Helen C. Gambel
Notary Public



(Seal)
My commission expires: June 1, 1975