

PROTECTIVE COVENANTS

BEAR MOUNTAIN ESTATES SUBDIVISION

This declaration made this 12TH day of July, 2007, by James and Barbara Steffler, husband and wife, hereinafter called Grantors, witnesseth:

Whereas, Grantors are the owners of the real property described in this declaration, and are desirous of subjecting said real property to the conditions, reservations and easements hereinafter set forth, and each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of, be binding on and pass with said real property, and each and every parcel thereof, and any owner thereof:

Now, therefore, Grantors do hereby declare the real property commonly known as Bear Mountain Estates Subdivision, is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, protective covenants, reservations and easements hereinafter set forth.

These covenants supersede and rescind all previous versions and amendments.

ARTICLE 1

"Approving Agent" shall mean a person dully appointed by Grantors individually or collectively that shall act as "Approving Agent".

"Detached single-family dwelling" or "single family dwelling" shall mean a building and structures customarily appurtenant thereto, erected and maintained in conformance with the requirements of this Declaration for private residential purposes and designed for occupancy by a single family. It shall not mean or include any flat, apartment, multi-family dwelling or duplex, lodging house, rooming house, hotel, hospital, sanitarium, pre-manufactured or modular home, mobile home, even though intended for residential purposes, none of which shall be permitted on any lot. New Mexico's Statutes define a pre-manufactured or modular home as a single-family dwelling constructed in a factory to the standards of the United States department of housing and urban development, the National Manufactured Housing Construction and Safety Standards Act of 1974 and the Housing and Urban Development Zone Code 2 or the Uniform Building Code, as amended to the

date of the unit's construction, and installed consistent with the Manufactured Housing Act and with the rules made pursuant thereto relating to permanent foundations; New Mexico's Statutes define a "mobile home" as a movable or portable housing structure, constructed to be towed on its own chassis and designed to be installed with or without a permanent foundation for human occupancy as a residence; it may include one or more components that can be retracted for towing purposes and subsequently expanded for additional capacity, or two or more units separately towable but designed to be joined into one integral unit, as well as a single unit.

These covenants shall run with and be binding on the following lots; Lots One through Twenty four, Block One and Lots One through Twenty seven Block Two, drawn by Ray Kelley and Associates Land Surveyors of Amarillo, Texas.

"Residential building site" as well as "building site" shall mean any lot, or two or more contiguous lots upon which a detached single family dwelling may be erected in conformance with the requirements of this Declaration.

The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restriction, reservations and easements with respect to the various portions thereof set forth in the various articles and sections of this Declaration is located in the Village of Eagle Nest, County of Colfax, State of New Mexico and is more particularly described as follows, to wit:

A 62.462 ACRES TRACT OF LAND OWNED BY JAMES STEFFLER AND BARBARA STEFFLER, RECORDED IN BOOK 6, PAGE 2977, UNIFORM PARCEL CODE NO. 1-090-162-418-130 IN SECTIONS 20 AND 21, T-27-N, R-16-E, N.M.P.M. VILLAGE OF EAGLE NEST, COLFAX COUNTY, NEW MEXICO BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

THE POINT OF BEGINNING (P.O.B.) IS THE SOUTHWEST CORNER OF THIS TRACT BEING A CORNER MONUMENT, CONSISTING OF A 1/2" REBAR METAL STAKE TOPPED WITH A RED PLASTIC CAP PRESTAMPED "KELLEY, RPLS 5534" HEREAFTER REFERRED TO AS A K-CAP, SET IN THE CURVED NORTHEASTERLY R-O-W- LINE OF U.S. HIGHWAY 64, WHENCE THE RADIUS POINT OF SAID CURVE BEARS S 49 DEGREES 39' 55" W, 1492.69 AND THE 1/4 CORNER COMMON TO SECTIONS 20 AND 29, BEARS S 76 DEGREES 08' 58"W, 2531.36 FEET.

THENCE NORTHWESTERLY ALONG THE CURVED HIGHWAY R-O-W LINE, ON A CURVE TO THE LEFT HAVING A RADIUS OF 1492.69 FEET, AN ARC DISTANCE OF 80.51 FEET (LONG CHORD BEARING N 41 DEGREES 52' 47"W, 80.51 FEET TO A 1/2" REBAR METAL STAKE TOPPED WITH A RED PLASTIC CAP PRESTAMPED "SHIELDS 5103", HEREAFTER REFERRED TO AS A "SHIELDS CAP".

THENCE N 89 DEGREES 56' 25" E, A DISTANCE OF 576.20 FEET TO A SHIELDS CAP;

THENCE N 02 DEGREES 30' 13" W, A DISTANCE OF 315.85 FEET TO A SHIELDS CAP;

THENCE N 00 DEGREES 03' 35" W, A DISTANCE OF 986.62 FEET TO A K-CAP SET IN THE NORTH LINE OF JAMES STEFFLER'S PROPERTY, THE NORTHWEST CORNER OF THIS TRACT;

THENCE N 89 DEGREES 56' 25" E, ALONG THE NORTH OF JAMES STEFFLER'S PROPERTY A DISTANCE OF 2203.76 FEET TO A K-CAP SET ON THE WEST BANK OF A DRY WASH FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 18 DEGREES 28' 31" W, ALONG THE DRY WASH, A DISTANCE OF 1436.70 FEET TO A K-CAP SET IN THE SOUTH LINE OF JAMES STEFFLER'S PROPERTY FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE S 89 DEGREES 56' 25" W, ALONG THE SOUTH LINE OF JAMES STEFFLER'S PROPERTY, A DISTANCE OF 2256.11 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 62.462 ACRES OF LAND.

ARTICLE II

Any single-family dwelling shall contain no less than 1400 sq. ft. of heated floor space and an attached garage of not less than 400 sq. ft. Only Lot 20, Block 1 is allowed to construct a home without an attached garage. All houses and garages on Block 2, lots 1 through 27 will be one story structures with the following requirements: Minimum roof pitch of 4/12. Maximum height from existing grade to peak of roof is twenty (20) feet. Maximum chimney height is "minimum height required to meet New Mexico State Building Codes". On lots 1 through 24, Block One, houses may be two (2) stories with a maximum height of thirty (30) feet from existing grade to peak of roof. Chimney heights will be of minimum height requirements to meet building codes. Minimum roof pitch is 6/12.

ONLY STRUCTURES BUILT ON SITE SHALL BE PERMITTED EXCEPT OFF SITE STICK BUILT HOMES APPROVED BY THE GRANTORS. GRANTORS RESERVE SOLE RIGHT TO APPROVE OR DISAPPROVE ANY STRUCTURES. ABSOLUTELY NO HOMES THAT ARE CATEGORIZED AS MODULAR, MANUFACTURED OR MOBILE WILL BE ALLOWED.

All structures will conform to the following set backs. All set backs will be based off the corner property stakes as set by Kelley and Associates. Front set back: The front of the house will be between seventy ft. (70') and seventy-five feet (75') from the front lot line. An attached garage that extends toward the front lot line from the front of the house will not be closer than fifty ft. (50') to the front lot line. The only exceptions to these front set backs will be on lots 3, 4, 5, 6, 15, 16, 17, & 18 in Block One and lots 4, 5, and 6 in Block Two. Front set backs on lots 3, 4, 5, 6, 15, 16, 17, and 18 in Block One will be determined by the "Approving Agent" when building plans are reviewed. Guidelines for these front setbacks will be: (1) as close to the front lot line as possible (2) the front of the house being parallel to a straight line between the corner survey stakes nearest the road (3) side setback requirements being maintained. Front set backs on lots 4, 5, and 6, Block Two will be 95' to 100' from the front lot line to the front of the house. Garages extending forward from the house on Lots 4, 5, and 6, Block Two, will not be closer than 75' to the front lot line.

Minimum side set backs: Thirty feet (30') from side lot lines.

Minimum rear set backs: Fifty feet (50') from rear lot lines.

No garage, building, guest house, fence or other structure shall be erected closer to the property lines than designated above.

ALL BUILDING PLANS AND ANY PLOT PLANS FOR ANY STRUCTURE, WILL FIRST BE APPROVED IN WRITING BY THE "APPROVING AGENT" BEFORE ANY CONSTRUCTION IS STARTED. THE FRONT ELEVATION WILL BE LABELED AS SUCH ON THE BLUEPRINTS. THE FRONT OF ANY STRUCTURE WILL FACE THE ROAD AND BE PARALLEL TO THE FRONT LOT LINE. THE FRONT LOT LINES FOR ALL LOTS HAVE BEEN DETERMINED BY GRANTOR AND HAVE BEEN DETAILED ON ATTACHED APPENDIX.

A. No structure shall be erected, altered, placed or permitted to remain on any building site subject to this Declaration other than one single family dwelling for private use and a mandatory attached private garage. Recreational facilities i.e. swings, picnic tables, sports equipment etc. will, in all instances, be placed discreetly between the back of the house and the rear lot line maintaining all set backs and constructed in such a manner that any recreational facilities will cause no distress to adjoining neighbors. Solar heating devices, non-rental studios and workshops, non-rental guest house, servant's quarters, and other outbuildings and improvements incidental to residential use of the premises will observe set back restrictions from property lines. No exterior clothes drying apparatus will be permitted.

B. No private road or driveway shall be constructed until the person desiring to construct such private road or driveway has submitted to the "Approving Agent", as mentioned heretofore, a set of plans showing the location, course and width of said private road or driveway, and received written approval by "Approving Agent".

C. All plot plans, building plans and specifications, including exterior color scheme, (which will be all earth tones), type and color of roof for any building, wall or structure to be erected on or moved upon any part of said property, the proposed location thereof on any building site, and any changes after approval thereof and any remodeling, reconstruction, alterations or additions to any building or other structure on any building site, shall be subject to the prior approval in

writing of the "Approving Agent" appointed by the Grantor as its' representative authorized for such purpose. Before commencing any such work, the lot owner shall submit to the "Approving Agent" a professionally prepared complete set of plans, specifications and plot plans, including the exterior color scheme. Approval of such plans and specifications shall be evidenced by the written approval and endorsement of the "Approving Agent" to be delivered to the owner of the building site, or to his agent or representative, prior to beginning construction. No changes in plans and specifications as approved by "Agent", insofar as the exterior of the proposed structure, shall be made without the written approval of said agent first.

The "Approving Agent" shall have the right to disapprove any and all plans and specifications submitted to the agent as aforesaid, for any one or more of the following reasons:

1. If said plans and specifications are not in exact accordance with this declaration.
2. If, in the opinion of said Agent, the architectural design of the proposed building or other structure, as shown by plans and specification, plot plans, including exterior color scheme, or the location of any structure be not in harmony with the general surrounding, or with the building or structures, or proposed building or structure is intended to be erected, would be deemed inadequate for any reason. The decision of said "Approving Agent" upon said subjects shall be final.
3. That the plans and specifications submitted are insufficient in detail or incomplete in any area.
4. The roof is of material, color or style that would not be harmonious with the surrounding area, or not be withstanding to the rigorous climate found in the mountains.
5. Provided, however, that Grantor shall not be liable in damages to anyone submitting plans for approval, or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of itself, its agents or employees, arising out of or in connection with the approval, or disapproval, or failure to approve any such plans. Anyone submitting plans to the Grantor for approval hereunder shall, by the submitting of such plans and any

owner by so acquiring title to any of the property covered hereby, waive his claim for any such damages sustained. Grantor shall approve or disapprove such plans within thirty (30) days, or sooner, after receipt thereof.

D. All driveways and private roads shall be surfaced by lot owners with gravel or asphalt, and owners shall maintain the surface to prevent dust, and maintain the road in order to reduce erosion.

E. No lot shall be used for the storage or dumping of rubbish of any character whatsoever. No substance, thing or material may be kept upon any lot that will emit foul or obnoxious odors.

F. No billboards or advertising signs, other than Real Estate signs, will be permitted on any lot or on any building other than a name plate of the occupant of any residence upon which his professional title may also be added, and provided no such sign or name plate shall exceed a size of three (3) square feet. All such signage must pass the inspection of and receive approval of "Approving Agent".

G. All exterior lights must be so located as not to be directed toward surrounding properties or public rights-of-way.

H. No radio or television transmission towers shall be erected, placed or permitted upon any part of said property. This paragraph shall not prohibit home-type television antennas or satellite receiver stations, nor shall it prohibit any future communication equipment as long as it does not interfere with telephone, radio and television reception and as long as it does not detract from the esthetics of the area.

I. No elevated tanks of any kind shall be erected, placed or permitted upon any part of said property, except propane. Tanks for the storage of propane must be located behind the house to conceal them from the view of other lots, roads, and streets.

J. No business or commercial activity of any nature shall be conducted thereon, except that so-called "Light Cottage Industries" occupations shall be permitted if such activity is inoffensive to the owners of the neighboring lots, to Grantor or "Approving Agent".

K. All containers used to hold disposable garbage are to be kept inside an enclosed building until disposal, to avoid bears and other animals coming into the subdivision.

L. Any temporary house, dwelling, out building, trailer or other structure placed or erected upon any of said property shall not be in place for more than one hundred eighty (180) days while the primary home is under construction, and must have prior written approval from "Approving Agent". Any residence shall be completed within one year after beginning date of construction.

M. No animals or poultry of any kind may be kept on any lot for any commercial use or purpose. Each lot may have common household pets. No other animals or poultry may be kept or maintained on any lot in any manner, or number. If animals are not controlled, Grantor reserves the total and exclusive right to order the removal of objectionable or dangerous animals.

N. Motorcycles, motorbikes, dirt-bikes and vehicles of a similar type, shall have mufflers and will be permitted only on dedicated streets, subject to all New Mexico State Laws and Regulations. No noisy vehicles, without mufflers, will ever be allowed and all vehicles listed above may not utilize dedicated roads and streets after 10:00 PM, and no streets shall be utilized as a "Race Track". All vehicles containing sound systems must, upon entering the subdivision, turn them off.

O. Under no circumstance will firearms be discharged within, or around Bear Mountain Estates Subdivision.

P. Any and all fencing in Bear Mountain Estates Subdivision will fall under these mandatory guidelines:

1. Fencing will be commercially produced wood or chain link fencing.
2. Fences will not encroach into the front yards
3. No agricultural type fencing will be allowed. Typical examples would be barbed wire, electric wire and woven livestock fencing. These examples do not necessarily include all types of fencing not allowed. "Approving Agent" will have final judgment.
4. All fencing will be located to the rear or side of the house. No fencing will be allowed in the front yard.
5. Fencing will be 48" to 72" in height.

6. All fencing will be installed in a professional manner and properly maintained to insure an attractive looking fence for as long as it is in existence. The "Approving Agent" will have final judgment to determine if any fence needs repair or upkeep.
7. Plans for ALL fencing must be submitted in writing to "Approving Agent" prior to construction of said fence for written approval by said Agent. Plans will include: location, type, style, color and size.

Q. Any furniture and/or appliances utilized on the exterior of the home must be manufactured for exterior usage only.

R. No re-subdivision of any lot in this subdivision shall be permitted.

S. Campers, boats, boat trailers, trailer homes, camping trailers, and motor coaches of a recreational nature shall be placed in a garage or parked at all times so that they may not be readily discernible from the street or detract from the home site. Visiting recreational vehicles will be allowed to park in private drives, but under no circumstances will be allowed on a permanent basis.

ARTICLE III

A. The enforcement of covenants contained herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to enjoin or restrain the violation or to recover damages.



B. Grantor may, at its sole option, form or cause to be formed under the laws of the State of New Mexico, a non-profit Home Owners Association providing for the issuance of one membership for each lot covered by this Declaration. When such associations shall have been formally organized and articles of incorporation have been filed, Grantor or Grantor's successor and assigns, at its sole option at anytime thereafter, assign to said association Grantor's authority to pass on plans and specifications together with any or all of Grantor's other rights regarding the "Approving Agent". The Homeowners Association shall consist of five (5) board members, with a president, vice-president and three (3) members at large elected by the owners of Bear Mountain lots. The board members to serve a minimum of a two (2) year staggered term of office.

C. Grantor and the "Approving Agent" shall have the right from time to time to make any changes it desires in these conditions and restrictions which The Grantor and "Approving Agent: deems beneficial.

D. Invalidation of any one of the covenants contained herein by judgment, decree or court order or for any other reason shall in no way affect any of the other covenants, all of which shall remain in full force and effect. Access to any and all lots will be from established roads only.

In witness whereof, we have set our hands and seals this 12TH day of July, 2007.

BEAR MOUNTAIN ESTATES SUBDIVISION:

	<u>7-12-07</u>
JAMES STEFFLER OWNER	DATE
	<u>7-12-07</u>
BARBARA STEFFLER OWNER	DATE

STATE OF MICHIGAN)

)ss

COUNTY OF LAPEER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12 DAY OF July 2007 BY JAMES STEFFLER AND BARBARA STEFFLER HUSBAND AND WIFE AS OWNERS OF BEAR MOUNTAIN ESTATES.


NOTARY

10-18-2007
MY COMMISSION EXPIRES;

BETTY A. MOORHOUSE
Notary Public, Lapeer County, MI
My Commission Expires Oct. 18, 2007