

## **PROTECTIVE COVENANTS**

### **PART A**

Gamerco Townsite, Partnership, owner and proprietor of the following described property in McKinley County, New Mexico:

All of Gamerco Townsite Unit 1, McKinley County, New Mexico, according to the official map and plat thereof,

Does hereby impose upon said property the following restrictive covenants:

### **PART B**      **Area of application**

**B-1**      FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to all of the lots shown on said map, except for the lots included in B-2 and B-3 herein.

**B-2**      INDUSTRIAL, COMMECIAL, MANUFACTURING, SINGLE-FAMILY DWELLING AND MULTIPLE-UNIT DWELLING AREA.

Lots numbered 9 and 8 in Block number 9;  
All of Block numbered 13;  
All of Block numbered 14;  
Lots numbered 1 and 2 in Block numbered 17;  
Lots numbered 4 and 5 in Blok numbered 25;  
Lots 6, 7, 8, 9 and 10 in Block numbered 27;  
Lot numbered 4 in Block numbered 29;  
All of Block numbered 54  
Lot numbered 7 in Block numbered 22;

Part D shall apply to these lots.

**B-3**      CHURCH AREA. Lot numbered 4 in Block numbered 21, and all of Block numbered 10 shall be reserved for a church site and for church related activities, as well as residential facilities in connection therewith.

### **PART C**      **RESIDENTIAL AREA COVENANTS**

**C-1**      No lot shall be used except for residential purposes. No structure shall be erected, altered or placed or permitted to remain on any of said lots or any part thereof, other than one single-family dwelling not to exceed two stories in height, together with private garage, if desired. No more than one residential structure shall be erected on any lot with exceptions as noted in B-1.

**C-2** No house shall be erected or constructed on said premises or allowed to be situated on said premises that has a ground floor area of the main structure exclusive of one story open porches and garages, less than 900 square feet. All dwellings and structures shall be completed as to exterior finish within nine months from construction commencement date of said dwelling or structure.

**C-3** Each mobile home shall have a minimum width of at least 10 feet and a minimum living area of 600 square feet and shall not be more than four years old when moved in unless otherwise specifically approved in writing by Fred V. Elkins, Each modular home shall have a minimum living area of 600 square feet. All mobile or modular homes are to be securely supported and completely shored within sixty days from date of placing said mobile or modular home upon a lot and said mobile or modular home to be maintained in a good state of repair.

**C-4** No tar paper shacks or dilapidated, unkempt trailers or buildings of any kind are to be constructed or placed on the property.

**C-5** No more than one storage building shall be permitted on any lot. Such storage building shall not exceed one story in height, and shall be of professional quality and workmanship, pleasing to the eye and adequately maintained.

**C-6** No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

**C-7** No noxious or offensive activity shall be carried out on any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

**C-8** No junk cars, trucks or junk mechanical equipment of any kind may be parked or placed on the property at any time.

**C-9** No trash, junk, or waste matter of any kind is to be deposited or left on any lot except in sanitary containers.

**C-10** Butane tanks must conform to State code regulations and will be located so as to not distract from the appearance of any lot.

**C-11** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs and cats (not more than two of each) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All animals must be kept in carefully built and well maintained outbuildings or pens and must in no way create a public nuisance, health hazard or eye sore. All animals must be kept in accordance with State Health Department regulations.

**C-12** no building, mobile or modular home shall be located nearer than five (5) feet from the front lot line, nor nearer than five (5) feet from the side and rear lot lines, unless otherwise specifically approved in writing by Fred V. Elkins.

**C-13** paragraph C-12 does not apply to lots in Blocks numbered 9, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 35, 37, 43 and 44 where existing improvements were in place as of April 1, 1981. However, if a vacancy on any lot is created, the location of any new or additional improvements or structures shall comply with Paragraph C-12.

**C-14** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat. No outbuilding or other permanent structure shall be erected or maintained over any easement reserved for the purpose of constructing, maintaining and supplying of public utilities in the development.

**C-15** No privy shall be placed upon any lot in the development, No signboard or other visible advertisement larger than one square foot may be placed upon any lot, other than signs pertaining to the sale of lots or the builder's signs which may be placed upon the premises during the construction of improvements on the property. No excavations shall be made on said property for the purpose of obtaining sand, rock, clay, dirt, coal, gravel, or minerals of any kind or nature, whether for profit or otherwise.

**Part D**                    **COVENANTS FOR AREA DESCRIBED IN B-2**

**D-1** No commercial feed lots, junk yards, salvage lot, or any noxious or offensive enterprise, business or activity shall be carried on upon any lot.

**D-2** Residential Area Covenants as shown in Part C shall apply to single family dwelling lots situated within the boundaries of the area set out in B-2.

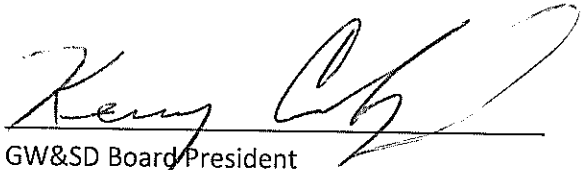
These restrictive covenants are to run with the land and shall be binding on all parties hereto. And all persons claiming under them, their heirs, executors, administrators and assigns for a period of ten years from this date these covenants are recorded. Thereafter, said covenants are to be automatically extended for a successive period of ten years, unless by a vote of a majority of the then owners of lots, it is agreed that said covenants and restrictions may be changed in whole or in part.

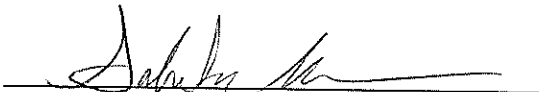
If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any real estate situated in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from doing so or to recover damages of any other dues from such violations.

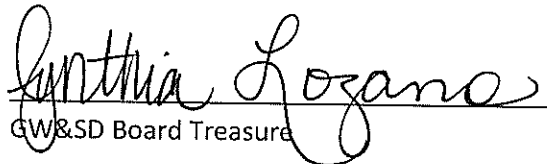
Invalidation of any one of these covenants and restrictions by Judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.


Executed this 14<sup>th</sup> day of March, 2022.

**Gamerco Water & Sanitation District**

  
GW&SD Board President

  
GW&SD Board Vice President

  
GW&SD Board Treasure

  
Notary Public McKinley County

My commission expires: May 1, 2025