

CORRECTED  
DECLARATION OF PROTECTIVE COVENANTS  
FOR  
HIDDEN LAKE  
COLFAX COUNTY, NEW MEXICO

HIDDEN LAKE, the owner of real property situated in the County of Colfax, and State of New Mexico, known as Hidden Lake and legally described on Exhibit 'A', attached hereto, in order to protect the living environment and preserve the values in Hidden Lake, hereby declares that the land shall be held, leased, sold, and conveyed, subject to the covenants, restrictions and provisions and conveyed shall inure to and run with the land and shall apply to and bind the successors and assigns of the present owners. The property composing the above mentioned land is made specifically subject to the following described covenants and the owner of any interest in the property shall have standing to seek enforcement of these covenants.

I. INTENT: It is the intent of these covenants to protect and enhance the value, desirability and attractiveness of said property, and to prevent the construction of improper or unsuitable improvements. Restrictions are kept to a minimum while keeping in constant focus the right of property owners to enjoy their property in attractive surroundings free of nuisance, undue noise, and danger. Further, it is intended that the natural environment be disturbed as little as possible.

II. DWELLINGS: No permanent structure shall be built in Hidden Lake that has less than 1,000 square feet of living space and, in addition to living space, at least a two car garage; no mobile homes will be allowed in Hidden Lake.

III. SETBACKS: No structure may be erected within fifty feet of the right-of-way line of any road bordering Hidden Lake nor within fifty feet of the perimeter of any parcel.

IV. TRASH AND RUBBISH: Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner, and all containers shall be kept in a clean, sanitary condition.

V. NUISANCES: No owner shall cause or allow the origination of excessive odors or sound from his property. No owner shall cause or allow any other nuisances of any kind whatsoever to exist on his parcel.

VII. ANIMALS: Domestic animals will be allowed in Hidden Lake for personal use of parcel owners only.

VII. MOTOR VEHICLES: No motorized vehicle which is either non-operational or non-licensed shall be kept or stored on any parcel, unless said vehicle is kept or stored in a fully enclosed building.

VIII. TEMPORARY RESIDENCES: No structure of temporary character, recreational vehicle, camper unit, trailer, basement, tent or accessory building shall be used on any tract as a residence. Recreational vehicles, camper units and tents may be used for vacation camping for periods not to exceed one hundred twenty (120) days in any calendar year.

IX. LAND USE: Commercial wood harvesting, mining (including the removal of soil, gravel or rock) is prohibited. No more than two acres of any parcel may be fenced as a private yard so that the remainder of the area shall remain unfenced allowing wild life to move freely. No lot shall be divided or split into two or more parcels, this applies to all tracts, including those tracts which are bisected by roads and so have "A" and "B" components, the "A" component of a tract can not be divided or conveyed separately from the "B" component of that tract and all components thereof must remain intact.

X. ARCHITECTURAL CONTROL COMMITTEE: Improvements and the design, style, and color of any improvements upon a parcel shall be approved prior to construction by the Architectural Control Committee which committee shall have complete discretion to approve or disapprove proposed improvements and the design, style, and color of improvements; improvements shall be consistent, harmonjous and not clash with the natural environment and surroundings; the Architectural Committee shall be composed of the Declarant until such time as eighty percent of the parcels in the subdivision have been sold to persons other than the Declarant after which time the committee shall be composed of the directors of Hidden Lake Property Owners Association.

XI. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant; any person violating or attempting to violate any covenant shall be liable for the costs and expenses, including reasonable attorneys fees incurred in an enforcement action by the party seeking enforcement.

XII. TERMS OF COVENANTS: These covenants and restrictions are to run with the land and shall remain in full force and effect for ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the property owners of the parcels has been recorded, changing said covenants in whole or in part.

XIII. SEVERABILITY: Invalidation of any portion of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

XIV. COUNTY REGULATIONS: To the extent that the applicable county or other governmental regulations, rules, codes ordinances or laws are more restrictive in their allowable land utilization than these covenants, they shall supersede these covenants and govern at all times.

XV. THE HIDDEN LAKE PROPERTY OWNERS ASSOCIATION:

- A. Every person acquiring legal or equitable title to any tract in the Hidden Lake Subdivision covered by these Regulations will automatically become a member of the Hidden Lake Property Owners Association, to be formed by Declarants, herein referred to as "Association", and with such ownership then every such person becomes subject to the requirements and limitations imposed in these Restrictions and to the regulations and assessments of the Association.
- B. The general purpose of the Association is to further and promote the community welfare of the property owners in the Subdivision. The Association shall be responsible for the maintenance, upkeep and repair, and the establishment and enforcement of rules and regulations concerning the operation and use of all roads and the lake area in the Hidden Lake Subdivision. In the event that the Association at any time fails to properly maintain such roads and lake area, Declarants, in Declarants' sole discretion, may enter upon and make any and all repairs, or maintain any of the properties under the responsibility of the Association and may charge the Association for all such repairs.
- C. The Association shall have all the powers that are to be set out in its Articles of Incorporation and By-Laws and all other powers that belong to it by operation of law, including (but not limited to) the power to assess and collect from every member of the Association a uniform monthly charge per single family residential lot within the Subdivision. The amount of such charge is to be determined by the Board of Directors of the Association for the purposes for which the Association is formed, payable annually, and provided further that no such charge shall ever be made against, or be payable by, Declarants or the Association itself.

All charges are payable annually by the member to the Association on or before the first day of May of each year, for the ensuing year. The Board of Directors of the Association shall fix the amount of the annual charge per lot.

Every person who shall become the legal or equitable owner of any lot in the Subdivision by any means, is, by the act of acquiring such title, or by the act of contracting to acquire such title, held to have agreed to pay the Association all charges that the Association shall make in accordance with these restrictions. If such payment is not made when due, it shall bear interest from the due date at the rate of fifteen (15) percent per annum. Until paid, such charges together with costs and reasonable

attorney's fees required to enforce payment thereof, shall constitute a perpetual lien on and against the property charged. The Association may publish the names of a delinquent member and may file notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorney's fees and may foreclose the lien in accordance with the laws of the State of New Mexico.

The Association shall, upon demand by Declarant, at any time, furnish a list of members who have paid such assessment or of such members who are then delinquent in the payment of such assessments.

D. The fund accumulated as a result of the charges levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and in particular, the maintenance of the roads and lake area.

In witness whereof, this Declaration of Protective Covenants for Hidden Lake has been signed and approved by the owner.

HIDDEN LAKE, a General Partnership

BY Walter J. Machock General Partner  
WALTER JOSEPH MACHOCK, GENERAL PARTNER

New Mexico  
STATE OF ~~CANYON~~ )  
COUNTY OF Colfax ) ss.

On this 2nd day of November, 1995, before me personally appeared Walter Joseph Machock, General Partner for HIDDEN LAKE, a General Partnership, who subscribed the foregoing and acknowledged the same as the free act and deed of Hidden Lake Partnership.

Lynda K.C. Garcia  
NOTARY PUBLIC

My Commission Expires: 06/99

