

Martina W. Proctor
Lincoln County Clerk

By: Opal Hill Deputy
Rec. # 200101734 Fees \$ 11.00

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
UNIT ONE
DIABLO CANYON SUBDIVISION
LINCOLN COUNTY, NEW MEXICO**



KNOW ALL MEN BY THESE PRESENTS THAT:

THE UNDERSIGNED, BEING THE OWNER OF ALL OF THE TRACTS IN UNIT ONE, DIABLO CANYON SUBDIVISION, LINCOLN COUNTY, NEW MEXICO, AS SHOWN BY THE PLAT THEREOF FILED IN THE OFFICE OF THE COUNTY CLERK OF LINCOLN COUNTY, NEW MEXICO ON THE 1st DAY OF March, 2001, IN CABINET NO. H SLIDE NO. 54, DOES HEREBY DECLARE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, THAT ALL TRACTS IN UNIT ONE, DIABLO CANYON SUBDIVISION, SHALL BE SUBJECT TO AND ENCUMBERED BY THE FOLLOWING RESTRICTIVE AND PROTECTIVE COVENANTS; AND THAT ALL COVEYANCES OF SAID PROPERTY, OR ANY PART THEREOF, SHALL BE SUBJECT TO SAID COVENANTS WHETHER OR NOT THE SAME ARE EMBODIED IN THE CONVEYANCES OR OTHER INSTRUMENTS AFFECTING TITLE THERETO.

ALL TRACTS IN SAID SUBDIVISION ARE SUBJECT TO THE FOLLOWING RESTRICTIONS:

All of the Tracts in said Subdivision, 17 Tracts, can be used for residential, ranching, agricultural, home office, and uses that are not noxious or offensive. No activity may be conducted by anyone which is or may become a source of nuisance or hazard to Owners of the other Tracts in the Subdivision.

1. **Setbacks:** All buildings shall be set back a minimum of 20 feet from property lines.
2. Tracts that front Highway #368 shall maintain a "No Building" buffer area 100 feet from the State Highway Right-of-Way Fence.
3. No further subdivision of any tract until March 1, 2009. At no time shall they be subdivided into less than 10 acres.
4. All fences or walls used as fences shall be constructed in a workmanlike manner and shall be constructed with good quality materials. No pallets, tires, sheet metal, tin or other materials deemed "not normal" will be allowed.
5. **Fire damage:** In the event that any improvement upon any tract in Unit One, Diablo Canyon Subdivision, is destroyed wholly or partially by fire or other casualty, the damage portion of the structure and associated debris shall be removed from the tract by the owner of the tract, or the owner designee within 90 days after the fire.
6. **Junk.** No items that would be classified as junk by an ordinary person shall be permitted in Unit One, Diablo Canyon Subdivision unless it is completely concealed from view. Junk includes, but is not limited to, inoperable vehicles, parts from motor vehicles and equipment, industrial parts and supplies, scrap metal, pipe, old containers, salvage materials, refrigerators, freezers and building materials not part of an on going project on the lot.
7. All homes constructed on a lot shall have and maintain water conserving plumbing fixtures, including, but not limited to, low flush toilets, low flush shower heads and aerator type or flow restricted faucets.

8. Septic systems shall be built, operated and maintained in accordance with the requirements established for the property by State and County Regulations. The plumbing and water system of any dwelling shall not be used until the sewage and liquid waste disposal system is built and fully operated. No components of liquid waste system which discharges into a leaching system shall be located within 100 feet of an existing well.
9. There shall be no construction within natural drainage-ways within the Subdivision nor shall any existing water courses or other natural drainage-ways, whether on-site or off-site be disturbed by development or construction. The face of cut and fill slopes or graded areas that are subject to erosion shall be prepared and maintained to control against erosion.
10. Until nine of the Tracts are sold, the developer shall have and hereby reserves the right without the consent of any other owners, to grant or create temporary or permanent easements for utilities within the subdivision, provided that such additional easements shall not adversely affect any owners interest in such land.
11. The developer, without the joinder of any other owners, shall have the right to amend these covenants and restrictions by an instrument in writing duly signed acknowledged and recorded for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein; provided that any such amendment shall be consistent with the furtherance of the general plan and scheme of development, and shall not impair or adversely affect the vested property or other rights of any owner or his mortgagee.
12. Each owner shall comply with the Subdivision Restrictions and shall cause and be responsible for the Owner's family, agents, guests, contractors, employees and any person renting or leasing Owner's home to do likewise. Except as otherwise provided in this Declaration, each Owner shall have a right of action against the other Owners for failure to comply with any provision of the Subdivision Restrictions. In the event of any action, suit or proceeding arising from or based on this Declaration brought by any party against any other party subject to this Declaration, the prevailing party shall be entitled to recover from the non-prevailing party his or her attorney's fees and costs in connection herewith.
13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on the Property. No oil wells, tanks, tunnels, mineral excavations or mine shafts shall be permitted on the Property. No derrick or other structure designed for use in boring for oil, natural gas, or any other substances, with the exception of water for domestic use, shall be created, maintained or permitted on any Tract.
14. No single wide mobile home, temporary or permanent shall be permitted anywhere in the subdivision. All double wides to have slab, pier or column foundation with skirting. This does not prohibit any other structures for recreational uses. However no such temporary recreational structures shall remain on a lot for more than 21 consecutive days.
15. This Declaration may be amended by a vote of Owners of at least three-fourths (3/4) of the Owners of Tracts within the Subdivision. Any amendment must be in writing and shall be executed by the Owners whose approval is required for such amendment. All amendments shall be filed for record in Lincoln County, New Mexico.

Failure to enforce any restriction, condition, covenant or agreement herein contained shall be in no event deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. In the event any covenant or condition or restriction hereinabove contained, or any portion thereof is invalid or void, such invalidity or void shall in no way affect any of the other covenants, conditions or restrictions which remain in full force and effect.

WITNESS my hand and seal on this 2nd day of February, 2001.

General Land Company,
A Vermont Corporation

Attest: [Signature]

[Signature]
A. James Grace, President

ACKNOWLEDGMENT

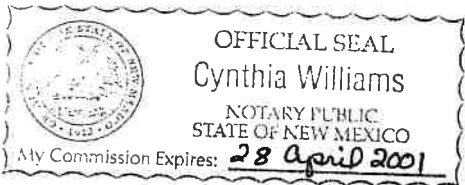
STATE OF NEW MEXICO) SS
COUNTY OF LINCOLN) SS

On this 2nd day of February, 2001, before me appeared A. James Grace, President of General Land Company, A Vermont Corporation, on behalf of said Corporation.

My commission expires:

28 April 2001

Cynthia Williams
Notary Public



1182

Martha W. Proctor
Lincoln County Clerk

By: Opal Hill

Deputy

Rec. # 200102605

Fees 0.00

**FIRST ADDENDUM TO
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
UNIT ONE
DIABLO CANYON SUBDIVISION
LINCOLN COUNTY, NEW MEXICO**



THIS FIRST ADDENDUM to the Declaration of Covenants, Conditions and Restrictions for Unit One, Diablo Canyon Subdivision, Lincoln County, New Mexico, recorded at Book 235, pages 1180-1182 of the records of Lincoln County, New Mexico (the "Covenants") is adopted by the undersigned, as the owner of all lots in the Diablo Canyon Subdivision, pursuant to paragraph 15 of the Covenants.

1. The introductory paragraph (preceding paragraph 1) is revised to read as follows:

All seventeen (17) of the tracts in the Subdivision can be used for residential, ranching, agricultural and home office purposes, and for any other uses that are not noxious or offensive. No activity may be conducted by any person within the Subdivision, which is or may become a source of nuisance or hazard to the owners of the other tracts in the Subdivision. For purposes of the foregoing, hunting by an owner within the boundaries of his or her tract(s), or with the permission of an owner within the boundaries of his or her tract(s), shall not be deemed a nuisance or hazard.

2. Paragraph 14 is revised to read as follows:

No single wide mobile home, temporary or permanent, shall be permitted anywhere in the Subdivision. All double wide mobile homes shall have a slab, pier or column foundation with skirting. This does not prohibit the use of any other structure or vehicle for recreational purposes, provided such structure or vehicle is not used as a permanent residence.

3. All other restrictions and provisions of the Covenants shall remain in full force and effect.

248

IN WITNESS WHEREOF, the undersigned owner of all lots in the Diablo Canyon Subdivision have published and executed this First Addendum to Declaration as of the date shown on the acknowledgment set forth below.

THE GENERAL LAND COMPANY,
a Vermont Corporation

By: [Signature]
A James Grace, President

ACKNOWLEDGMENT

STATE OF VERMONT }
 } SS.
COUNTY OF RUTLAND }

The foregoing instrument was acknowledged before me this 21st day of March 2001, by A. James Grace, as President of The General Land Company, a Vermont corporation, on behalf of said corporation.

[Signature]
Notary Public



My Commission Expires:

2-10-03

249