

**DECLARATIONS OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR WILDWOOD HIGHLANDS  
PHASE II SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions is made this 6<sup>th</sup> day of MAY, 1997 by Henry D. Wellborn, a Widower and Henry D. Wellborn, as Personal Representative for the Estate of Nancy Lee Ross Wellborn, Deceased, hereafter called "Owner".

**WITNESSETH:**

Whereas, The above described is the owner of the following described real property in Catron County, New Mexico:

A certain Subdivision known as WILDWOOD HIGHLANDS PHASE II and shown on that certain plat thereof filed with the County Clerk of Catron County, New Mexico, on the 29th day of April, 1997 as Slide B-116.

Whereas, the Owner will convey the said properties, subject to certain protective covenants, conditions, restrictions, and reservations, liens and charges hereinafter set forth.

Now, therefore, the Owner hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants, conditions, charges, liens, restrictions, easements and reservations, (hereinafter collectively sometimes called "restrictions"), all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the said real property, and all of which are hereby declared to be for the benefit of all the properties described herein and the owners thereof, their heirs, successors, grantees and assigns. These restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties, or any part thereof and shall inure to the benefit of each owner thereof.

**ARTICLE 1**

Section 1. "Declaration" shall mean this entire document which may be amended from time to time.

Section 2. "Lot" shall mean and refer to any numbered plat recorded on the subdivision plat of the Property.

Section 3. "Owner" shall mean and refer to the recorded Owner(s), whether entities of equitable or legal title.

Section 4 "Property" shall mean and refer to all property, including roads and any common areas as shown in the subdivision plat.

## ARTICLE II

### ASSOCIATION

The Owner shall establish a New Mexico Not for Profit Corporation named Wildwood Highlands Landowners' Association, Inc.", (hereafter called "Association"), charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation, the Bylaws for the Association, and this Declaration.

Section 1. ESTABLISHMENT OF THE ASSOCIATION. By acceptance of a deed, or by acquiring any ownership in any lot, each person or entity for himself or itself, his heirs, personal representatives, successors, transferees and assigns binds himself or itself, his heirs, personal representatives, successors, transferees and assigns to be members of the Association automatically.

Section 2. MEMBERSHIP AND VOTING RIGHTS. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

(a) The Association shall have (1) one class of voting membership. The members shall all be Owners and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in a Lot, all such persons shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Each member shall have such other rights, duties and obligations as shall be set forth in the Articles of Incorporation, the Bylaws and the Rules of the Association, as they may be amended from time to time.

Section 3. PURPOSE OF ASSESSMENT FEE. The assessment fee levied by the Association is used exclusively to promote the health, safety, and welfare of the owners of the lots.

Section 4. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENT FEES. Due Dates: The first annual assessment fee payments on all lots shall be due January 31st, 1998 and on the 31st of January every year thereafter.

Section 5. EFFECT OF NONPAYMENT OF ASSESSMENT FEE & REMEDIES OF THE ASSOCIATION. Any assessment fee not paid within 30 days after the due date shall be a lien, subject to foreclosure upon the lot assessed.

Section 6. UNIFORM ASSESSMENT FEE, OWNER EXCEPTION. The assessment fee shall be the same rate for all lots, except the lots unsold by the Owner. The owner shall pay one-fifth (1/5) of the normal assessment fee paid by other owners of the lots.

### ARTICLE III

Section 1. Natural vegetation shall be left undisturbed, except for such clearing necessary to use the lot for its intended purpose. No logging or tree cutting operations are to be conducted on any lots except to thin trees where necessary. The natural beauty of the land must be preserved and maintained.

Section 2. No junk vehicles or junk mechanical equipment of any kind are permitted on the property. All trash or junk shall be deposited in sanitary containers. Lots shall be kept in a clean and tidy condition. No tar paper shacks, or dilapidated unkempt trailers, mobile homes or buildings are to be constructed or placed on the property. All trailers, mobile homes, and buildings are to be of a professional quality and workmanship.

Section 3. No building structure, trailer, tent, or mobile home on any lot shall be nearer than 65 feet to the street line, nor nearer than 25 feet to the side lot line, nor nearer than 25 feet from the back lot line. Side and rear lot lines shall have a 20 foot utility easement.

Section 4. No obnoxious, noisy or offensive business or commercial ventures may be conducted on any of the lots.

Section 5. Animals shall be confined within the boundaries of each parcel, they shall not be allowed to graze on adjoining properties. Livestock must be kept in sanitary conditions.

Section 6. All structures, except antennas shall not be more than 30 feet in height.

Section 7. None of the lots in the Subdivision shall be re-subdivided into smaller lots nor conveyed in less than the full original dimension of such lot as shown

by the plat, except for public or private utilities, in which event, the remaining portion of said lot shall be treated as a whole lot for the purpose of this provision.

#### ARTICLE IV

- Section 1. INTERPRETATION OF RESTRICTIONS. The Board Members of the Association shall have the exclusive right to construe and interpret these restrictions, and their decision shall be final, conclusive and binding upon all persons and the Property.
- Section 2. SEVERABILITY. Any determination by any court of competent jurisdiction that any provision in this instrument is invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions of this instrument and the same shall remain in full force and effect.
- Section 3. WAIVER OR ABANDONMENT. Except as otherwise specifically set forth in Section 5 hereof, the failure to enforce or breach or violation of any of the provisions of this instrument shall not constitute an abandonment or waiver of any right to enforce such provision or any subsequent breach or violation of such provision or of any of the other Restrictions herein set forth.
- Section 4. ENFORCEMENT. These Covenants, Conditions and Restrictions which shall run with the Property and be a burden on the property, are for the exclusive benefit and protection of the property owners, and shall be enforceable by majority vote of the Board Members of the Association. Violation of any one or more of the Restrictions herein shall be construed as meaning that damages are an adequate remedy where equitable relief is sought.
- Section 5. AMENDMENT: The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date the Declaration is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. This Declaration may be amended from time to time by recording in the Office of the County Recorder of Catron County, New Mexico, an instrument in writing reciting said Amendment and signed (with signatures properly acknowledged) by seventy-five (75%) of the members of the Association.

