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WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantor, THE WEIMER PROPERTIES, a Colorado Limited Partnership, for consideration paid, grants to DENNIS E. GARCIA and SANDRA A. GARCIA, as Joint Tenants whose address is P. O. Box 6490, Taos, New Mexico 87571, the following described property in Taos County, New Mexico, to-wit:

A certain tract of land in Taos, Taos County, New Mexico; within the Cristoval de la Serna Grant; located within projected Section 29, Township 25 North, Range 13 East, NMPM; described as part of Tract 3, Map 4, Survey 1, of the 1941 Taos County Reassessment Survey; and more particularly described by metes and bounds as follows:

BEGINNING at the NW corner of this tract, a 1/2 in. rebar set with an aluminum cap stamped '1457', from whence triangulation station "Bosque", a 1973 State Engineer Office brass cap monument found, bears;
N. 08° 20' 53" E., 3135.51 ft. distant, thence;

S. 49° 45' 41" E., 381.18 ft. to the NE corner, a 1/2 in. rebar set with an aluminum cap stamped '1454', on the westerly right-of-way of Weimer Road, thence along said right-of-way;
S. 40° 14' 19" W., 179.49 ft. to a 1/2 in. rebar set with an aluminum cap stamped 'PC6R', thence;
An arc distance of 20.55 ft. along a 226.40 ft. radius curve to the right, through a 05° 12' 01" central angle, the chord of which bears;
S. 43° 28' 18" W., 20.54 ft. to the SE corner, a 1/2 in. rebar set with an aluminum cap stamped '1455', thence leaving said right-of-way;
N. 49° 45' 41" W., 380.03 ft. to the SW corner, a 1/2 in. rebar set with an aluminum cap stamped '1456', thence;
N. 40° 14' 19" E., 200.00 ft. to the POINT AND PLACE OF BEGINNING.

This tract contains 1.7500 acres, more or less; all as shown on a survey plat entitled "Weimer to Garcia", RGSS survey no. L3942, by James D. Crowl, NMLS no. 5213, dated 03/21/1989.

The Grantor hereby grants to Grantee an easement over existing roads to insure Grantee's right-of-access to the property described herein. It is expressly understood that Grantor is not responsible for maintenance and upkeep of said roads.

The Grantor specifically retains a six (6) foot easement around the exterior of said property for the installation of utility and drainage facilities.

SUBJECT to the reservations, conditions and stipulations contained in the U.S. Patent to the Cristoval de la Serna Grant.

ALSO SUBJECT to all present and future valid claims against this property.

Notary Public
Taos County, New Mexico
My Comm. Expires 12/31/90
254

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ALSO FOR THE PURPOSE OF keeping this tract desirable for residential purposes the Grantee for itself, its successors and assigns in interest to said real estate, do covenant and agree to and with the grantor herein, their successors and assigns and for the benefit of the remaining unsold lands of the Grantor within said Tract and, also for the benefit of the Owners of other lands heretofore sold in said tract, that the premises herein described and conveyed shall be subject to each and all of the following restrictions which the Grantees covenant and agree not to violate or permit the same to be violated to-wit:

a. There shall not be erected or constructed on the said premises any building other than in accordance with the following architectural restriction, the intent of which is, and the agreement of the parties is, that no building or other structure shall be built or placed on the property unless its appearance is that of a flat roof pueblo-style or adobe-style such as the term is generally accepted and understood in the Taos area, and the parties further understand that there is no intent to restrict the selection of construction materials or techniques except as regards the finished appearance. Whatever construction material may be chosen will be plastered or otherwise faced to meet the agreed appearance standard if necessary, and the finished building color will be of an earth tone in keeping with traditional unpainted adobe structure colors. Purchaser and Seiler agree that there should be no misunderstanding hereinafter in any subsequent contract or deed that it is the intent that any and all buildings placed on said premises will look like flat roof adobe structures. No lot shall be subdivided if it results in less than one (1) acre for any particular lot so divided.

b. There shall not be erected on any of said lots more than one private single family residence. Each single family residence so constructed shall have not less than 1,000 square feet of floor area devoted to living purposes, exclusive of un-roofed porches, terraces, portals, patios, basements, garages and carports.

c. No temporary house, garage or outbuilding or house trailer or tent shall be placed or erected upon any part of any lot; provided however, that during the actual construction of any improvements on any lot, necessary temporary buildings for the storage of materials may be erected and maintained by the person during such construction. The work of construction, alteration or remodeling of any building or part thereof shall be presented diligently; provided, however, that any building or structure shall be

completed within one (1) year from such date of commencement.

d. No cattle, sheep, goats, pigs, rabbits, poultry, or other livestock of any description shall be kept or maintained on any part of any lot with the exception of horses, ponies or burros as hereinafter provided; nor more than two horses, ponies or burros may be kept on lots 1.5 acre or larger in a stable or corral. In such event, the premises shall be kept clean and sanitary and all refuse and manure shall be removed from said premises not less frequently than once each week. Dogs, cats or other animals which are bonafide household pets may be kept on any lot provided they are not kept for commercial purposes and do not make objectionable noises or otherwise constitute a nuisance or inconvenience to other lot owners.

e. Every building structure or other improvements, other than fences terraces and steps shall be set back in accordance with the following conditions from the lot lines.

a. Front yard set back not less than thirty (30) feet from any street lot line;

b. The side yard set back not less than twenty (20) feet from any side lot line;

c. Rear yard set back not less than twenty (20) feet from any rear lot line.

f. No wall, coping or fence exceeding six (6) feet in height measured from the adjacent ground surface inside the wall may be erected or maintained on any lot.

g. No outside toilets shall be placed on any lot.

h. Each lot at all times shall be kept in a clean, sightly and wholesome condition, no trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed on any lot so as to be visible on any neighboring lot or street except as may be reasonably necessary during the period of construction. Automobiles and equipment of any kind, including art mobiles, trucks, trailers, vacation type trailers and farm machinery shall be kept only in proper enclosures or sheds that have a solid fence around them and shall be at least six (6) feet high.

i. All wires, cables, pipes, conduits and apparatus for the transmission of electricity, current, telephone, gas, water, sewer, power, or other utility shall be installed in the open air, and shall be supported by poles or posts.

j. All the restrictions contained herein shall constitute covenants running with the land and shall be binding upon the owners of said lands and all persons claiming by, through or under said owners for a period of twenty-five (25) years from the date of this document being filed for record with the Clerk and Recorder of Taos County, New Mexico; however, the Grantor "WEIMER" hereby reserves the right to grant a reasonable variance or adjustment of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardship arising by reason of the application of the restrictions contained herein, provided, that such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood and shall not defeat the general intent and purpose of these restrictions.

k. Any violation of the provisions, conditions or restrictions contained herein shall warrant the Grantor or any lot owner to apply to any Court of Law or equity having jurisdiction thereof for any injunction or proper relief in order to enforce the same and the Court at its discretion may award the Plaintiff his court costs and reasonable attorney fees. No delay on the part of the Grantor or any other shall be construed as a waiver thereof or acquiescence therein.

l. In the event any one or more of the provisions, conditions, restrictions or covenants contained therein shall be held by any court to be null and void, all remaining restrictions and covenants herein shall remain in full force and effect.

m. Said premises shall not be used as a trailer park or similar type of enterprise.

The Grantor hereby reserves unto itself all mineral interest in and under said property.

By acceptance of this Deed, Grantees agree to be bound by the foregoing restrictive covenants herein.

WITH WARRANTY COVENANTS.

IN WITNESS WHEREOF, I, the Grantor, set my hand and seal
this 27 day of July, 1989.

NOTARY PUBLIC
STATE OF NEW MEXICO
My Comm. Expires 12-31-90
My Comm. No. 15-1111

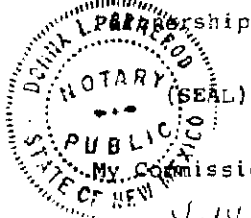
THE WEIMER PROPERTIES, a Colorado Limited Partnership

BY: [Signature] (SEAL)
GENERAL PARTNER

BY: Marcia W. Cunningham (SEAL)
GENERAL PARTNER

STATE OF New Mexico }
COUNTY OF Tulsa } SS

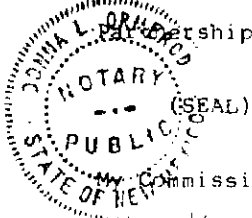
The foregoing instrument was acknowledged before me this
31 day of March, 1989, by MELVIN W. WEIMER General
Partner of THE WEIMER PROPERTIES, a Colorado Limited



[Signature]
NOTARY PUBLIC

STATE OF New Mexico }
COUNTY OF Tulsa } SS

The foregoing instrument was acknowledged before me this
31 day of March, 1989, by [Signature]
General Partner of THE WEIMER PROPERTIES, a Colorado Limited



[Signature]
NOTARY PUBLIC

COUNTY OF TULSA } SS
STATE OF NEW MEXICO:
I hereby certify that this instrument was filed
for recording on the 1 day of Feb, 1989
at 11:10 AM in
the office of the recorder of deeds, A-178
and 755-759, the result of which is
a book and page number of _____



[Signature]

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