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WARRANTY DEED

WALTER RITCHIE KLEIN and TERRY KLEIN, his wife, for consideration paid, grant to JOAQUIN T. KLEIN, as his sole and separate property, whose address is P. O. Box 254, Arroyo Hondo, New Mexico 87513, the following described real estate located in Taos, Taos County, New Mexico, described as follows:

**TRACT "A" (FAMILY TRANSFER) REVISED** purpose of keeping this tract desirable

A certain tract of land near Arroyo Hondo, Taos County, New Mexico; within the Arroyo Hondo and Antoine Leroux Grants; located within projected Section 32, Township 27 North, Range 12 East, NMPM; described as part of Tract 28, Map 49, Survey 4, of the 1941 Taos County Reassessment Survey, and more particularly described by metes and bounds as follows:

BEGINNING for the tie at triangulation station "Rael" a 1973 State Engineer Office brass cap monument found, thence; S 10° 20' 15" E, 7003.19 ft. to a ½ in. rebar set, thence; S 72° 52' 39" E, 312.93 ft. to a ½ in. rebar set, thence; S 13° 46' 47" W, 324.26 ft. to a ½ in. rebar set, thence; S 19° 47' 23" W, 83.54 ft. To the NW corner of this tract, a ½ in. rebar set for the true POINT AND PLACE OF BEGINNING, thence;

S 78° 50' 08" E, 376.00 ft. to the NE corner, a ½ in. rebar set, thence;  
S 06° 52' 36" W, 239.38 ft. to the SE corner, a ½ in. rebar set, thence;  
N 66° 48' 42" W, 413.45 ft. to the SW corner, a ½ in. rebar set, thence;  
N 14° 46' 02" E, 143.00 ft. to a ½ in. rebar set, thence;  
N 19° 47' 23" E, 9.97 ft. to the POINT AND PLACE OF BEGINNING.

Water rights not included.

This tract contains 1.750 acres, more or less; all as shown on a survey plat entitled "Walter and Terry Klein", RGSS survey no. S1428, by Scott B. Crowl, NMLS no. 12441, dated 02/09/98 and amended 02/15/1999, and includes a 0.500 acre tract previously deeded to Grantee by Grantors by Warranty Deed dated April 6, 1998 and recorded in Book A-247, Pages 641-647, records of Taos County, New Mexico.

Subject to the following:

**Restrictive Covenants:**

Also for the purpose of keeping this tract desirable for residential purposes the Grantees for themselves, their successors and assigns in interest to said real estate, do covenant and agree to and with the Grantors herein, their successors and assigns and for the benefit of the remaining unsold lands of the Grantors, that the premises herein described and conveyed shall be subject to each and all of the following restrictions which the grantees covenants and agree not to violate or permit the same to be violated to-wit:

1. The property will be used for residential purposes only. One single family residence and accompanying structures will be permitted on each parcel. Each residence shall have a minimum floor area of 1,000 sq. ft. of living area, which will not include patios, decks, lanais, garages, finished or unfinished basements, garage or storage areas. Customary accompanying structures include, but are not limited to, a guest house, studio, workshop, barn, radio, TV and telephone receiver, storage areas and solar collectors. Any TV receiver, solar collectors or tanks placed on the property, including tanks for storage of liquefied petroleum, gas or oil, must be buried, screened or walled sufficiently to conceal them from the view of adjoining properties and roads. Solar collectors must be placed at ground level. One guest house or studio will be permitted with a maximum floor area of 700 sq. ft.

2. 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 with territorial roof. 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 and the finished building color will be that of an earth tone in keeping with traditional unpainted adobe structure colors. Buyer and Seller agree that there should be no misunderstanding and that any and all buildings placed on said premises will look like flat roof adobe structures or pitch roof adobe territorial style structures.

3. No building or any portion thereof except chimneys, small towers or turrets shall be constructed higher than sixteen (16) feet above the highest point of natural grade abutting the building. Chimneys, small towers or turrets may not exceed four (4) feet in height above the highest point of the roof, parapet or firewall. Roofing material shall be an earth tone in color.

4. Subdividing of the property is prohibited.

5. The minimum setback for all buildings shall be 40 feet from the boundary of an adjoining property and 10 feet from access roads and utility easements. There is no setback required from the conservation easement.

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

7. Trailers, motor homes and mobile homes will be permitted for only 12 consecutive months during the construction of a permanent residence and guests for 1 month during any 12 consecutive month period. Storage of trailer, motor home or mobile home will not be permitted on the property unless parked within a garage or screened from the view of adjoining properties and roads.

8. All exterior lights shall be located and constructed so as not to interfere with adjoining properties. High illuminating

lights are prohibited.

9. All new utility lines on the property shall be underground, except temporary electrical lines above ground will be allowed for three (3) months to accommodate construction of a permanent residence. All terminal boxes and transformers shall be placed in an inconspicuous location either near the residence or near the access road. In no event, and in no event shall said be located within the Conservation Easement.

10. No disturbance or removal of native growth or natural ground cover except cactus shall be permitted except as it may be necessary for the construction and maintenance of roads, driveways, residence and improvements related thereto. Disturbed areas must be reseeded with common grasses, native grasses, sagebrush or other native cover within twelve (12) months from disturbance or removal. This restriction does not apply to agricultural endeavors. Any run-off created as a result of construction or maintenance of roads, driveways, residence or improvements related thereto must be dealt with by the lot owner, including, but not limited to, the installation of a storm drainage system, if necessary, within 12 months of disturbance or removal.

11. Each property owner shall be responsible for keeping his property in a clean, quiet condition. Rubbish will be stored in an enclosed area and hauled to a sanitation landfill on a regular basis. Burning trash is prohibited. Loud items such as, but not limited to firearms and fireworks will not be discharged on or from the property.

12. Only dogs, cats, horses and other bonafide household pets may be kept on the property and provided they are not kept for commercial purposes and that they do not make objectionable noises or otherwise constitute a nuisance or inconvenience to other lot owners. Dogs shall not be allowed to roam free unless under the direct supervision of their owner. It is the responsibility of the horse owner to keep his horse fenced and off of other lot owners property.

13. Perimeter fencing is prohibited. Livestock fences and corrals are permitted where necessary for the keeping of horses,

etc., and may be along a lot boundary. The intent here is to maximize the visual effect of open space by discouraging the installation of unnecessary fences. Metal fence posts are prohibited within or surrounding the Conservation Easement.

14. All motorized vehicles shall be permitted only on roads and driveways. All Terrain Vehicles, whether with two wheels, three wheels, or four wheels, are specifically prohibited. Agricultural equipment is excepted.

15. Hunting is prohibited on the property.

16. Ridgetop housing is prohibited. The residence must be set back at least 40 feet from the south boundary, if applicable.

17. All the aforesaid Deed Restrictions and Protective Covenants shall run with the land and shall be binding upon the grantee(s), their heirs, successors and assigns or any other party claiming title to the property, for a period of twenty years from the date of this document being filed for record with the Clerk of Taos County, New Mexico, with automatic successive twenty year extensions thereafter.

18. The Grantors "Klein" hereby reserve the right to grant a reasonable variance or adjustment of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships 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.

19. 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.

20. In the event any one or more of the provisions,

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conditions, restrictions or covenants contained herein shall be held by any court to be null and void, all remaining restrictions and covenants herein shall remain in full force and effect.

ALSO SUBJECT to any easement which may overlap unto this property including a Conservation Easement, and ditch easements for the purpose of delivering irrigation water.

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

AND FURTHER SUBJECT TO reservations, covenants, restrictions, easements and matters of record.

WITH WARRANTY COVENANTS.

WITNESS our hands and seals this 15<sup>th</sup> day of

March, 1999.

Walter Ritchie Klein  
WALTER RITCHIE KLEIN

Terry Klein  
TERRY KLEIN



I Hereby certify that this instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ m. and was duly recorded in book \_\_\_\_\_ page \_\_\_\_\_ of the records of Taos County,

**COUNTY OF TAOS  
FAMILY TRANSFER**

Witness my Hand and Seal of Office  
Jeannette G. Rael  
County Clerk, Taos County, N.M.

Applicant name: Walter R. & Terry Klein Telephone number: 505-776-0006 Deputy

Date: March 15, 1999

Mailing address: P.O. Box 257

City: Arroyo Hondo State: NM Zip Code: 87513

Number of lots to be deeded to heirs: 1 Total area covered by this request (acres): 1.75

Present legal description of the property: Township Range and Section: Sect. 32, Township 27 N, Range 12 E

Location of property by street - Located on (or near): 108 Lower Hondo Rd.  
between B-005 and B-006

Note: A "Family Transfer" is defined as the division of land to create a parcel that is sold or donated as a gift to an immediate family (wife, husband, mother, stepmother, father, stepfather, sister, stepsister, brother, stepbrother, daughter, stepdaughter, son, stepson, granddaughter, stepgranddaughter, grandson, stepgrandson, niece and nephew, whether related by natural birth or adoption); however, this exception shall be limited to allow the seller or donor to sell or give no more than one parcel per tract or land per immediate family member.

"Family Transfer" is noted on the Plat Reference Book 9-D, page 63 B

Deed(s) transferring the parcel(s) to family members are recorded.

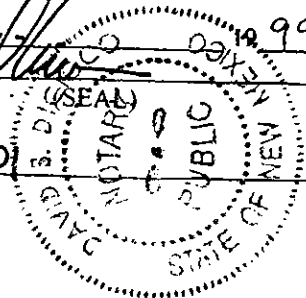
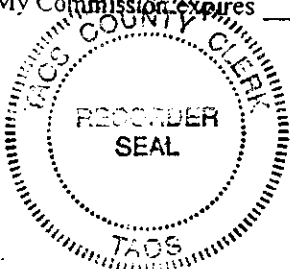
JURAT: I Walter R. & Terry Klein, do solemnly swear that I have divided and deeded land to my heir for their benefit and use and the above information is true in all respects.

SIGN HERE: Walter R. Klein Terry Klein

NOTARY: Subscribed and sworn to before me at TAOS COUNTY PLANNING DEPARTMENT

this 15<sup>th</sup> day of March 1999  
Title \_\_\_\_\_

My Commission expires 15 OCT. 2001



I Hereby certify that this instrument was filed for record on the 15<sup>th</sup> day of March A.D. 19 99 at 2:12 o'clock PM m. and was duly recorded in book A-252 page 486-487 of the records of Taos County, Witness my Hand and Seal of Office  
Jeannette G. Rael  
County Clerk, Taos County, N.M.

[Signature] **000493** Deputy