

**FIRST AMENDMENT TO THE DECLARATIONS OF PROTECTIVE
COVENANTS AND RESTRICTIONS FOR THE
VISTA DE PLATA SUBDIVISION**

This First Amendment to the Declarations of Protective Covenants and Restrictions dated Oct. 22, 2019, and is made by the Town of Silver City (the "Developer") as follows:

RECITALS

WHEREAS, the Town approved the final plat of the Property by that certain Resolution No. 2011-02 (the "Resolution"), passed, approved, and adopted on January 25, 2011, and recorded in the real property records of Grant County, New Mexico on April 4, 2011, as 201101492.

WHEREAS, the Resolution incorporates by reference the Declaration of Protective Covenants and Restrictions (the "Declaration") (referenced in the Resolution as Exhibit A, but separately recorded) dated January 31, 2011, and recorded in the real property records of Grant County, New Mexico on March 27, 2012, as Doc#201201220, and re-recorded on April 2, 2012, as Doc#201201341.

WHEREAS, the Resolution further incorporates by reference the Development Agreement (the "Development Agreement") (referenced in the Resolution as Exhibit B, but separately recorded) dated January 31, 2011, and recorded in the real property records of Grant County, New Mexico, on April 4, 2011 as Doc#201101494.

WHEREAS, the Resolution, Declaration, and Development Agreement incorrectly recites the acreage and lots for the property as being a 27.5-acre tract with 56 lots. The correct acreage and lots for the property is an 18.736-acre tract with 60 lots. (See Exhibit A and hereinafter referred to as the "Property".)

WHEREAS, the Town seeks to further amend the Declaration as indicated herein.

NOW, THEREFORE, in consideration of the foregoing, Developer declares that the real property described above shall be held, occupied, used, sold and conveyed subject to the Covenants as amended herein as follows:

1. Article I, Section 1 is amended to include the following subsection and definition:

(i) “Future Development Area” shall mean that real property as such is generally shown and described on Exhibit B, attached hereto and incorporated herein by reference.

(j) “Multi-Family Housing” shall mean and refer to any Lot zoned for Residential Use of more than 3 units.


2. Future Development Area and Multi Family Housing Use. The Declarations are amended to remove the Future Development Area from the covenants, restrictions, operation and control of the Declaration. Effective as of the date of this Amendment, the Future Development Area shall not subject to the Declaration or any amendment thereto. It is anticipated that the Future Development Area will be used for Multi-Family Housing. When the Future Development Areas are platted, the primary use and zoning of the Future Development Areas may be Multi-Family Housing and shall be restricted, operated and controlled by separate declarations of protective covenants and restrictions to be entered into at the time of replatting.
3. Article III, Section 4(e), shall be revised as follows: “Any detached storage buildings, sheds, or other outbuilding located on any Lot shall be located in the rear of the Lot and shall be constructed of quality materials, with the exterior thereof continually constructed and maintained to aesthetically conform to the residence and surrounding dwellings. No form of concrete block shall be allowed for facing on any dwelling.”
4. Article III, Section 4(g) shall be revised as follows: “Each dwelling shall have an all-weather surface driveway of a minimum width of ten feet. The driveway shall be installed at the time of placement of the dwelling. Sufficient off-street parking for all vehicles owned by residents shall be constructed of asphalt, concrete, laid stone, compacted crusher fines, or gravel materials.”
5. Garages, Carports, and Enclosed Storage Areas. There shall be no requirement that the Lots have garages, carports, or enclosed storage areas. Article III, Section 4(d) shall be revised as follows: “No parking shall be allowed in the front yard except in the driveway.”

6. Model Home. The Declarations are further amended to provide for a lot within the Property to be used as a model home. The model home shall not be used as a Residence concurrently with being used as a model home. The original model home shall be built on Lot 8. The model home lot may be relocated within the Property; provided that, the original or prior model home lot is sold, transferred, or conveyed to a third-party for use as a Dwelling. Any model home may be sold without the requirements of Article V.
7. Article III, Section 3 is hereby deleted in full.
8. Advertisements. The Developer or any sub-developer may place signs, banners, and other advertisements within the Property and Future Development Areas.

IN WITNESS WHEREOF, the undersigned Developer has executed this First Amendment the day and year first written above.

THE TOWN OF SILVER TOWN,

a political subdivision of the State of New Mexico,

By: 
Ken Ladner, Mayor

Attest:


Ann L. Mackie, Town Clerk

Approved as to form:


Robert L. Scavron, Town Attorney

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PART OF THE FRASER ADDITION TO THE TOWN OF SILVER CITY (MAGATESE)
 SITUATE IN SECTION 2, T. 18 N., R. 14 W., MAP 34,
 CRAWFORD COUNTY, NEW MEXICO

LEGAL DESCRIPTION
ALL THAT PART OF THE THUNDER BAY AND ANGLAIS REGULATION _____ TO THE TOWN OF SILVER CREEK
OFFICE OF SECTION 2, T. 6 S., R. 10 W., S.W. 1/4, RANGE 10 WEST, COUNTY OF NEW LONDON, STATE OF IOWA

[illegible]

COMMENCE 10 20 APRIL 1964 ON LTTA.

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1. 2000-2001-жылдан баштап, республикада
 2. 2000-2001-жылдан баштап, республикада
 3. 2000-2001-жылдан баштап, республикада
 4. 2000-2001-жылдан баштап, республикада



INDEXING INFORMATION FOR COUNTY CLERKS

RECORD DEED: TOWN OF SILVER CITY
VISTA DE PLATA SUBDIVISION
FINDS OVERLAY
SECTION 2, T. 10 S., R. 14 W., N.M.P.M.
TOWN OF SILVER CITY, GRANT COUNTY, NEW MEXICO

**ENGINEERS
INC**

REPORT **100-100000**

DATE	NO	VEHICLE PLATE NO.	2
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02-17876 9- 7 9- 1972 Page 1 Plot
This information was reported on 11/17/72 at 11:00 AM
Re: [redacted] [redacted] [redacted]
[redacted] - [redacted]

[REDACTED]

PART OF THE FRASER ADDITION TO THE TOWN OF SILVER CITY (INCORPORATED)
SITUATE IN SECTION 2, T. 13 S., R. 14 W., N.M.P.M.
GRANT COUNTY, NEW MEXICO

LITIAL DESCRIPTION
ALL THAT PART OF THE PRADER ADDITION SITUATED NEARLY ON THE TOWN OF SILVER CITY
SHARKE IN SECTION 2, T. 10 N., R. 10 W., S. 14, GRANT COUNTY, NEW MEXICO, BEING MORE
PRECISELY DESCRIBED AS FOLLOWS:

[illegible]

CONTAINED HEREIN IS ONE OR MORE
 SUBJECT TO PATENT, COPYRIGHT AND OTHER RIGHTS OF RECORD

[illegible]

LEADS

SEARCHED INDEXED SERIALIZED FILED

APR 11 1968 FBI - NEW YORK

RE: [illegible]

TO: [illegible]

FROM: [illegible]

SUBJECT: [illegible]

[illegible signature]

C. HYDRAULIC EQUIPMENT			
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE
1	1" DIA. HYDRAULIC PIPE	100	1.50
2	2" DIA. HYDRAULIC PIPE	50	2.00
3	3" DIA. HYDRAULIC PIPE	25	2.50
4	4" DIA. HYDRAULIC PIPE	10	3.00
5	5" DIA. HYDRAULIC PIPE	5	3.50
6	6" DIA. HYDRAULIC PIPE	2	4.00
7	7" DIA. HYDRAULIC PIPE	1	4.50
8	8" DIA. HYDRAULIC PIPE	1	5.00
9	9" DIA. HYDRAULIC PIPE	1	5.50
10	10" DIA. HYDRAULIC PIPE	1	6.00
11	11" DIA. HYDRAULIC PIPE	1	6.50
12	12" DIA. HYDRAULIC PIPE	1	7.00
13	13" DIA. HYDRAULIC PIPE	1	7.50
14	14" DIA. HYDRAULIC PIPE	1	8.00
15	15" DIA. HYDRAULIC PIPE	1	8.50
16	16" DIA. HYDRAULIC PIPE	1	9.00
17	17" DIA. HYDRAULIC PIPE	1	9.50
18	18" DIA. HYDRAULIC PIPE	1	10.00
19	19" DIA. HYDRAULIC PIPE	1	10.50
20	20" DIA. HYDRAULIC PIPE	1	11.00
21	21" DIA. HYDRAULIC PIPE	1	11.50
22	22" DIA. HYDRAULIC PIPE	1	12.00
23	23" DIA. HYDRAULIC PIPE	1	12.50
24	24" DIA. HYDRAULIC PIPE	1	13.00
25	25" DIA. HYDRAULIC PIPE	1	13.50
26	26" DIA. HYDRAULIC PIPE	1	14.00
27	27" DIA. HYDRAULIC PIPE	1	14.50
28	28" DIA. HYDRAULIC PIPE	1	15.00
29	29" DIA. HYDRAULIC PIPE	1	15.50
30	30" DIA. HYDRAULIC PIPE	1	16.00
31	31" DIA. HYDRAULIC PIPE	1	16.50
32	32" DIA. HYDRAULIC PIPE	1	17.00
33	33" DIA. HYDRAULIC PIPE	1	17.50
34	34" DIA. HYDRAULIC PIPE	1	18.00
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36	36" DIA. HYDRAULIC PIPE	1	19.00
37	37" DIA. HYDRAULIC PIPE	1	19.50
38	38" DIA. HYDRAULIC PIPE	1	20.00
39	39" DIA. HYDRAULIC PIPE	1	20.50
40	40" DIA. HYDRAULIC PIPE	1	21.00
41	41" DIA. HYDRAULIC PIPE	1	21.50
42	42" DIA. HYDRAULIC PIPE	1	22.00
43	43" DIA. HYDRAULIC PIPE	1	22.50
44	44" DIA. HYDRAULIC PIPE	1	23.00
45	45" DIA. HYDRAULIC PIPE	1	23.50
46	46" DIA. HYDRAULIC PIPE	1	24.00
47	47" DIA. HYDRAULIC PIPE	1	24.50
48	48" DIA. HYDRAULIC PIPE	1	25.00
49	49" DIA. HYDRAULIC PIPE	1	25.50
50	50" DIA. HYDRAULIC PIPE	1	26.00
51	51" DIA. HYDRAULIC PIPE	1	26.50
52	52" DIA. HYDRAULIC PIPE	1	27.00
53	53" DIA. HYDRAULIC PIPE	1	27.50
54	54" DIA. HYDRAULIC PIPE	1	28.00
55	55" DIA. HYDRAULIC PIPE	1	28.50
56	56" DIA. HYDRAULIC PIPE	1	29.00
57	57" DIA. HYDRAULIC PIPE	1	29.50
58	58" DIA. HYDRAULIC PIPE	1	30.00
59	59" DIA. HYDRAULIC PIPE	1	30.50
60	60" DIA. HYDRAULIC PIPE	1	31.00
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62	62" DIA. HYDRAULIC PIPE	1	32.00
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68	68" DIA. HYDRAULIC PIPE	1	35.00
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70	70" DIA. HYDRAULIC PIPE	1	36.00
71	71" DIA. HYDRAULIC PIPE	1	36.50
72	72" DIA. HYDRAULIC PIPE	1	37.00
73	73" DIA. HYDRAULIC PIPE	1	37.50
74	74" DIA. HYDRAULIC PIPE	1	38.00
75	75" DIA. HYDRAULIC PIPE	1	38.50
76	76" DIA. HYDRAULIC PIPE	1	39.00
77	77" DIA. HYDRAULIC PIPE	1	39.50
78	78" DIA. HYDRAULIC PIPE	1	40.00
79	79" DIA. HYDRAULIC PIPE	1	40.50
80	80" DIA. HYDRAULIC PIPE	1	41.00
81	81" DIA. HYDRAULIC PIPE	1	41.50

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INDEXING INFORMATION FOR COUNTY CLERK

RECORD DEED TOWN OF SILVER CITY
VISTA DE PLATA SUBDIVISION
PHASE OVERVIEW
SECTION 2, T. 18 S., R. 14 W., N.M.P.M.
TOWN OF SILVER CITY, GRANT COUNTY, NEW MEXICO

**ENGINEERS
INC**

[illegible]

DATE	TIME	LOCATION	REMARKS
MAY 1962	2:00	WASH DC PLANT CONSTRUCTION	100 2 4

Re-Recorded

RERECORDED

201201341 B: 274 P: 1341 Pgs: 8 Covenant
This instrument was recorded on 04/02/2012 03:36:11 PM
Robert Zamarripa, County Clerk, Grant County NM
Deputy - sparra



DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

This Declaration made as of this, December 14, 2010 by the Town of Silver City ("Developer"):

RECITALS

WHEREAS, Developer is the owner of the real estate described as:

Vistas de Plata Subdivision, Plat of 27.5 acre tract, filed in the Office of County Clerk, Grant County, New Mexico; and

WHEREAS, Developer wishes by these Protective Covenants and Restrictions (the "Covenants") to preserve and maintain the values and amenities of said Subdivision as a desirable residential and recreational area, to promote the health, peace, comfort and safety and general welfare of Owners, to prevent nuisances and to specify the purposes for which said real estate may be used; and

WHEREAS, Developer states that each and all of said Covenants are for the benefit of said real estate and each Owner thereof.

NOW, THEREFORE, in consideration of the foregoing, Developer declares that the real property described above shall be held, occupied, used, sold and conveyed subject to the Covenants.

ARTICLE I

Section 1. The following words, when used in this Declaration or any Supplemental Declaration (unless prohibited by the context thereof), shall have the following meanings:

- a. "Developer" shall mean and refer to the undersigned owner of the above-described real estate, being a Charter City as per New Mexico law.
- b. "Dwelling" shall mean and refer to any portion of a building situated upon the Property designed and intended for use and occupancy as a residence.
- c. "HUD" shall mean United States Department of Housing and Urban Development.
- d. "Lot" shall mean and refer to any plot of land shown upon the recorded Subdivision map or any additional subdivision(s) map(s) hereafter filed by Developer.
- e. "Owner" shall mean and refer to the recorded owner, whether one or more persons, of the fee simple title to any Lot or Dwelling situated upon the Properties, but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- f. The "Property" shall mean and refer to all such properties subject to this Declaration (or any Supplemental Declaration) under the provisions of Article II hereof.

201201220 B: 274 P: 1220 Pgs: 9 Covenant
This instrument was recorded on 03/27/2012 02:34:44 PM
Robert Zamarripa, County Clerk, Grant County NM
Deputy - sparra



f. "Single Family Residential Lot" shall mean and refer to any Lot zoned for Single Family or duplex Residential and burdened by these Covenants.

g. "Subdivision" shall mean and refer to Vistas de Plata Subdivision, Silver City, New Mexico, according to the recorded plat thereof, and such additional subdivision(s) as may hereafter be included by Developer under these Covenants.

h. "Xeriscaping" shall mean landscaping using plants or trees requiring little or no water use. Examples would be cacti, colored or natural rock or stone, wood chips etc.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. All of the real estate described above or hereafter added by Supplemental Declaration of Developer shall be held, occupied, used, sold and conveyed subject to these Covenants.

ARTICLE III

BUILDING RESTRICTIONS

Section 1. Single Family Residential Lots shall be used only for single family residence purposes, including garages.

Section 2. No Single Family Residential Lot will be occupied or used for other than single family residential purposes, and no Single Family Residential Lot or dwelling will be occupied or used for Such residential purposes in a density greater than one single family residence for each Single Family Residential Lot, unless a lot is designated for a duplex.

Section 3. No lot shall be used as a building site for a residential structure if the lot has been reduced in area below its originally platted size.

Section 4. Any structure comprising a single family residence shall consist of a detached dwelling designed to accommodate a single person or one family group, together with household employees. Any modifications to the single family residence shall meet zoning guidelines and will be in compliance with the following restrictions:

a. No dwelling, garage or building shall be built, altered, constructed or maintained, on any lot unless it conforms to these Covenants and unless the Owner first obtains the

express written approval for such construction from Developer, which approval shall not be unreasonably withheld. Any construction shall conform to the general appearance, exterior color or colors, harmony or external design and location in relation to surroundings and topography and other relevant architectural factors, location within lot boundary lines, quality of construction, size and suitability for residential purposes of such single-family residence. Under no circumstances, shall any garage or carport be converted to living area.

b. All building plans and specification, including elevations and grading, for any building or structure to be placed or erected upon any Lot, and the proposed location thereof upon any Lot, and any changes after approval thereof, or any addition thereto shall require the prior approval in writing of the Developer. Before beginning any construction there shall be submitted to the Developer two complete sets of building plans and specifications. No structure of any kind, the plans, elevations, and specifications of which have not received the written approval of the Developer, and which does not comply with such approved plans and specifications, shall be erected, constructed, placed or maintained upon any lot. The Developer shall not be responsible for any defects in such plans or specifications or in any building or structure constructed according to such plans and specifications.

c. The minimum sizes of single family residential dwellings to be built on each respective lot must be in compliance with the Town of Silver City Land Use Code.

d. All single family dwellings shall have garages or carports with enclosed storage. Storage area will at minimum be the width of the carport and a minimum of four feet deep, with lockable door or doors. Two stall garages shall have two (2) stalls ten (10) feet by twenty (20) feet each except for duplexes, single stall garages shall be ten (10) feet by twenty (20) feet. All garages must be constructed to conform to the general appearance, composition and design of the single family dwelling. No parking shall be allowed in the front yard except in the driveway directly in front of the garage or carport.

e. No detached storage building, sheds of other outbuildings are allowed in the front and side yards of any lot. Outbuildings including storage buildings and sheds may be constructed in the rear of a lot but shall be constructed of quality materials, with the exterior thereof continually constructed and maintained to aesthetically conform to the residence and surrounding dwellings. Every dwelling place on a lot shall be erected on the site and the exterior finish thereof shall be of stucco, brick, masonry, stone, conventional wood siding or other material of equal quality and grade. No form of concrete block shall be allowed for facing on any dwelling.

f. All costs for the construction and maintenance of any fences or walls are to be shared equally by the owners of the lots which the fence or walls divide, including graffiti removal.

g. Each dwelling shall have an all-weather surface driveway of a minimum width to accommodate the garage or carport. The driveway shall be installed at the time of the construction of the dwelling. Sufficient off-street parking for all vehicles owned by residents shall be constructed of asphalt, concrete, laid stone compacted crusher fines or gravel materials. On street parking is not allowed.

h. Heat pump, solar devices, chimney flues, hot tub pumps, swimming pool pumps and filtration systems, and similarly exposed mechanical equipment, shall be shielded in such a manner as to minimize noise and safety concern.

i. No recreational vehicle trailer, camper, motor home, tent, garage, shack, metal building or unsightly building shall be used in the Subdivision as a dwelling at any time, nor shall any structure of a temporary character be used as a residence.

j. No mercury or sodium vapor exterior lighting shall be installed on any Lot. All exterior lighting shall be designed so that there is no light trespass on neighboring properties.

k. The developer shall provide xeriscaping in the area between the sidewalk and the back of the curb and this area shall be maintained by the property owner. Each Owner, after moving into a newly-constructed dwelling, shall xeriscape the yard directly in front of the front building line and bordered by the side and front property boundaries in the nearest growing season, either spring or fall, and shall keep the landscaping properly watered, mowed, pruned, clipped and free from noxious weeds, rubbish, trash or junk of any kind, including but not limited to dead vegetation, bracing and protective coverings used in flower beds and gardens which shall be removed or composted, as appropriate, and shall not remain in place beyond its use and usefulness.

l. Animals may only be kept, in accordance with the Town of Silver City ordinances.

m. No playground equipment or swimming pools are allowed in the front yard of any home.

n. Only patio type furniture is allowed on front porches or decks.

Section 5. After commencement thereof, all approved or permitted construction on any lot will be undertaken as diligently as practicable and carried on to completion. No approved or permitted construction will be maintained on any Lot in uncompleted or, unfinished condition for more than twelve (12) months after such approval is obtained. No structure shall be occupied as a residence until all exterior construction is complete according to approved plans and a certificate of occupancy is issued to the owner.

ARTICLE IV

COMMON SCHEME RESTRICTIONS

Section 1. The following restrictions are imposed upon the Properties for the benefit of all other lots and may be enforced by Developer or any Owner.

a. No garbage, refuse or cuttings shall be deposited on any street or accumulated on any lot unless placed in a suitable container. Any such refuse containers must be stored or maintained in an enclosed structure or garage so as to not to be in public view except on regularly scheduled solid waste pickup days,

according to the Town ordinance. No exterior burner or incinerator for garbage, trash or other refuse shall be maintained on any Lot.

b. No building materials of any kind or character shall be placed upon any Lot, except in connection with construction approved pursuant to Article III of these Covenants. As soon as approved building materials are placed on any Lot, construction shall be promptly commenced and diligently prosecuted. Upon completion of such construction, debris shall be promptly removed.

c. No driveway will be constructed or maintained in a way that causes erosion or water damage to other Lots or roadways in the Subdivision. All Lot owners shall provide and maintain proper facilities to reasonably control storm water run-off onto adjacent properties and to insure that sediments do not enter the natural drainage system.

d. All lines or wires for telephone, power, cable television, or otherwise shall be placed underground and no such wires shall be showing on the exterior of any building unless the same shall be underground or in a conduit attached to a building. No exposed or exterior radio or television transmission or receiving antennas, dishes, discs or other receiving equipment shall be erected, placed, or maintained on any part of such premises; but this restriction may "be waived by the Developer", and it shall not apply to satellite dishes or discs with a radius of less than 24 inches. Any waiver of these restrictions shall not constitute a waiver as to other lots or lines or antennas.

e. The elevation of a Lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding Lots.

f. No automobile, motorcycle, truck or other vehicle shall be repaired, dismantled, or stored on any lot, except in a garage.

g. No advertising signs shall be maintained on any lot, except a sign advertising an owner's lot for sale if said sign is not larger than four (4) square feet. Political signs are allowed in accordance with the Town's sign ordinance.

h. No unused building materials may be kept, stored or otherwise maintained on any lot within public view, other than for use connected with approved or permitted construction. No junk or salvage materials may be kept, stored, or otherwise maintained on any lot.

i. No weeds, underbrush, dead trees, shrubbery or other unsightly growths shall be permitted to grow or remain upon a Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All rubbish, trash and garbage shall be removed from the Subdivision and shall not be burned by open fire, incinerator or otherwise in the Subdivision.

j. No trucks over one (1) ton hauling capacity, step vans, trailers or tractors will be allowed to park on private drives or Subdivision roadways, except for furniture vans, moving personal items into or out of the subdivision.

k. No commercial enterprise or manufacturing of any kind shall be conducted on the Property, nor shall any Lot be used for other than residential purposes. This restriction shall not be

construed, however, to prevent the maintenance of in home business activities of a type usually conducted in residential areas and allowed under Town of Silver City ordinances.

l. No dwelling or any portion thereof in the Subdivision shall be leased, subleased, occupied, rented, sublet, or used as an apartment house or boarding house, but should be used exclusively as an owner-occupied private residence.

m. Propane tanks are not allowed to be placed on the property except for personal bar-be-cues.

ARTICLE V

AFFORDABILITY PERIOD

Section 1. If any home is sold, it must be sold to persons or a family with income no greater than one hundred and twenty percent of the AMI as determined by HUD's current HOME income requirements.

- A. If the fair market value of any Housing Assistance Grant or the total amount of Affordable Housing Funds that have been awarded, loaned, donated, or otherwise conveyed to the Qualifying Grantee is from \$1 to \$14,999, then the Affordability Period shall be not less than five (5) years. If a home is sold within five years following purchase, it must be sold to persons or family making no greater than one hundred and twenty percent of AMI.
- B. If the fair market value of any Housing Assistance Grant or the total amount of Affordable Housing Funds that have been awarded, loaned, donated, or otherwise conveyed to the Qualifying Grantee is from \$15,000 to \$39,000, then the Affordability Period shall be not less than ten (10) years. If a home is sold within ten years following purchase, it must be sold to persons or family making no greater than one hundred and twenty percent of AMI.
- C. If the fair market value of any Housing Assistance Grant or the total amount of Affordable Housing Funds that have been awarded, loaned, donated, or otherwise conveyed to the Qualifying Grantee is from \$40,000 to \$99,999, then the Affordability Period shall be not less than ten (15) years. If a home is sold within fifteen (15) years following purchase, it must be sold to persons or family making no greater than one hundred and twenty percent of AMI.

ARTICLE VI

DURATION

Section 1. These Covenants shall run with and bind the land and shall inure to the benefit of and be enforceable by Developer or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns from the date this Declaration is recorded and until 12:00 a.m. on January 1, 2021, after which time said Covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument terminating these Covenants has been signed by the Owners of two-thirds (2/3) of the Lots and the developer and has been duly filed of record in the Office of the County Clerk, G r a n t County, New Mexico.

ARTICLE VII

ENFORCEMENT

Section 1 Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of these Covenants. Failure by any such party to enforce any covenant or restriction contained in these Covenants shall in no event be deemed a waiver of the right to do so at a later date.

Section 2. Any conveyance, contract, lease or action in violation of these Covenants shall be voidable and may be set aside on petition of one or more of the owners of lots in said subdivision, or their successors and assigns, who shall be deemed parties to the same effect as the original signer. When such instrument or action is set aside by a court of competent jurisdiction, all costs and expenses of such proceedings, including attorney's fees to the extent allowed by law, shall be taxed against the offending party or parties and shall be declared by the court to constitute a lien against the real estate so wrongfully deeded, sold, leased or conveyed until paid and such lien may be enforced in such manner as the court may order.

Section 3. The invalidity of any of these covenants or restrictions, or inapplicability thereof as to any lot encompassed within these Covenants, by judgment or court order shall in no way affect the validity of the Covenants and Restrictions remaining or their applicability as to the lots remaining subject thereto.

IN WITNESS WHEREOF, the undersigned Developer has executed these Covenants the day and year first written above.

Town of Silver City

**For and On Behalf of
TOWN OF SILVER CITY/DEVELOPER**

Alex C. Brown
Alex C. Brown, Town Manager

STATE OF NEW MEXICO)
) ss.
COUNTY OF GRANT)

Subscribed and sworn by Alex C. Brown, as Town Manager,
Alex C. Brown

TOWN OF SILVER CITY, NEW MEXICO, on the 31st day of January, 2011.

My Commission Expires:

Don L Mackie
Notary Public

