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ACCOMMODATION RECORDING ONLY  
BY TAOS TITLE, INC.

TAOS COUNTY  
ELAINE S. MONTANO, CLERK  
000314438  
Book 530 Page 692  
1 of 8  
01/20/2006 10:19:46 AM  
BY DIANAD

**COVENANTS AND RESTRICTIONS**

THIS AGREEMENT, is made on the date hereinafter set forth by and between MARC RAMBOD, a married man dealing in his sole and separate property (hereinafter "Rambod"), whose address is 160 The Village #14, Redondo Beach, CA 90277; and ROUTE 66 IMMOBILIEN GMBH, a German corporation (hereinafter "Route 66"), whose address is P.O. Box 653, Taos Ski Valley, New Mexico 87525,

WHEREAS, Rambod is the the owner of a certain Tract of land in the County of Taos, State of New Mexico, which is more particularly described on Attachment "1", and Route 66 is the owner of a certain Tract of land in the County of Taos, which is more particularly described on Attachment "2"; and

NOW, THEREFORE, the parties agree that all of the property described on Attachments "1" and "2" shall be held and used subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof, and which are intended to create mutual equitable servitudes and reciprocal rights amongst all of the Owners of the Property.

1. High quality manufactured or "modular" homes are permitted. Mobile homes, trailers, double-or triple-wides, and low-quality manufactured or "modular" homes are not permitted. Only new construction on site shall be permitted on either Tract. No used or second-hand structures shall be moved on to any Tract.

2. No building or structure height shall be greater than 24 feet, except for flag poles, chimneys, and television antennas, which shall be no higher than 30 feet, in all cases as measured from the average (mean between highest and lowest) point of existing natural (before any improvements) ground elevation or grade adjacent to the building or structure.

3. All television antennas, satellite dishes, and similar equipment shall be installed in a manner to minimize their visibility from the other Tract. All cables and wires for television, telephone, and other communications, shall be either within the exterior walls of structures, or within conduit which is painted or stuccoed to match the surface to which it is attached, and shall not be visible. No commercial antennas or short wave radio antennal will be allowed.

4. All utility cables, wires, pipes, tanks, and the like, shall be buried, and shall not be visible.

5. Only water-conserving landscaping is to be used. Lawns, non-commercial trees, shrubbery, and other landscaping shall be done only within the designated building envelope within each Tract. The use of gray water, collection, and drip irrigation systems is encouraged to minimize the use of well water for landscaping.

6. No privies or outhouses are allowed.

7. Fences shall not exceed six (6) feet in height on either Tract, and in no event shall any fence or other improvement be constructed within or across any arroyo, storm drain, or retention pond.

8. No animals or livestock shall be kept, raised, or maintained on any Lot except dogs, cats or other household pets and up to two horses. Any animal containment area

shall be kept clean and sanitary. Manure and refuse must be removed at least twice each month.

9. Each Tract at all times shall be kept clean and no solid wastes, including old machinery, unregistered autos, or other equipment may be permitted to accumulate or remain exposed to any Lot.

10. Home businesses are permitted in any residence or ancillary studio or office, so long as there are no more than four (4) customers or deliveries per day, and no more than three (3) employees other than regular residents of the Tract. No business signage, shall be permitted. Any home business shall conform in all respects to applicable law, including the Town of Taos Land Use Development Code or successor ordinances.

11. No obnoxious or offensive activities shall be permitted on any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors.

12. No Tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such material shall not be kept except in sanitary containers and out of the view of the general public. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No incineration of such material on any Tract shall be permitted.

13. **Mutual Easements for Utilities.** Each party hereby grants the other party, for the benefit of the grantee's Tract and burdening the grantor's Tract, an easement for utilities, including the right to run utility lines that now exist, and access for maintenance, and also with respect to the electrical lines which are expected to be

buried in accordance with this agreement, and any future utility lines which may be buried on the Property.

14. **Enforcement.** Either Tract Owner, shall have the right to enforce, by any proceeding at law or in equity, all easements, restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Agreement. It is intended that enforcement by permanent injunctions, preliminary injunctions, and temporary restraining orders shall be the normal and usual relief upon a showing of any non-trivial violation, and it shall not be necessary for any aggrieved party to prove irreparable harm nor inadequacy of money damages in order to obtain equitable relief. Notwithstanding the foregoing, a party entitled to recover monetary damages, shall also have the right to a lien on the other tracts to secure payment of such monies, and shall be entitled to claim such lien prior to and during the pendency of any legal action seeking to collect such monies, and shall be entitled to foreclosure on such lien in accordance with the customary manner of foreclosure of mortgages. The prevailing party in any enforcement action shall be entitled to receive reasonable attorney's fees in addition to any damages from the non-prevailing party.

Dated: January 12, 2006

MARC RAMBOD  
By: Richard De Stefano  
Richard De Stefano, his attorney-in-fact

Dated: Jan 13, 2006

ROUTE 66 IMMOBILIEN GMBH, a  
German corporation

By: signature next page  
Thomas Schulze, principal officer

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Dated: January 12, 2006

Dated: 1-13, 2006

MARC RAMBOD

By: Richard De Stefano  
Richard De Stefano, his attorney-in-fact

ROUTE 66 IMMOBILIEN GMBH, a  
German corporation

By: Thomas Schulze  
Thomas Schulze, principal officer



A certain tract of land designated as Tract B, lying and being situate within the Antonio Martinez Grant, near Las Colonias, Taos County, New Mexico and being more particularly described by metes and bounds as follows:

BEGINNING at a point located along the West boundary of the Taos Pueblo Grant, being witnessed by capped rebar #5213 that bears N 42° 30' 16" W, 0.22 feet from whence a 1915 U.S.G.L.O.S. brass cap monument marking AP 4, P.C. 206, P 1 and AP 2, P.C. 154, P 3 bears N 00° 15' 22" W, 145.55 feet;

Thence, from said point of beginning, along said grant boundary, the following courses, S 00° 15' 22" E, 59.47 feet to a 1915 U.S.G.L.O.S., brass cap monument marked 1/2 M; thence, S 00° 10' 50" W, 154.03 feet to a 1915 U.S.G.L.O brass cap monument marking AP 4, P.C. 201, P 2, located along the apparent Northeasterly edge of County Road #BA-081 (Conejo Road);

Thence, leaving said grant boundary, along said edge of County Road the following courses; N 41° 11' 55" W, 52.03 feet to a #4 rebar;

Thence, N 41° 10' 24" W, 225.60 feet to a #4 rebar;

Thence, N 40° 54' 11" W, 457.36 feet to a #4 rebar;

Thence, N 41° 04' 00" W, 229.23 feet to capped rebar #4390;

Thence, N 41° 02' 10" W, 229.91 feet to capped rebar #4390;

Thence, N 41° 04' 44" W, 230.65 feet to capped rebar #4390;

Thence, N 41° 01' 47" W, 230.68 feet to capped rebar #4390;

Thence, N 41° 02' 48" W, 232.21 feet to capped rebar #4390;

Thence, N 41° 04' 35" W, 310.78 feet to a #4 rebar;

Thence, more or less leaving said edge of County Road, N 41° 04' 10" W, 946.25 feet to capped rebar #4369;

Thence, N 20° 53' 09" E, . 72.18 feet to capped rebar #5213;

Thence, S 42° 30' 16" E, 3018.78 feet to the point and place of beginning.

Containing 7.287 acres more or less.

ATTACHMENT "1"

TAOS COUNTY  
ELAINE S. MONTANO, CLERK  
000314438  
Book 530 Page 699  
8 of 8  
01/20/2006 10:19:46 AM  
BY DIANAD

EXHIBIT "A"

**PROPERTY DESCRIPTION**

A CERTAIN TRACT OF LAND NEAR COLONAS, TAOS COUNTY, NEW MEXICO, WITHIN THE ANTONIO MARTINEZ GRANT, AND LOCATED WITHIN THE WEST 1/4 OF PROJECTED SECTION 8, T17N SHIP 25 NORTH, RANGE 13 EAST, N.M.P.M., DESCRIBED AS PART OF TRACT 8 AND PART OF TRACT 13, MAP 16, SURVEY 3 OF THE 1941 TAOS COUNTY REASSESSMENT SURVEY, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THIS TRACT, ON THE WEST BOUNDARY OF THE TAOS PUEBLO GRANT, FROM WHENCE CORNER 2, PRIVATE CLAIM 184, PARCEL 3, UGLO BRASS CAP MONUMENT FOUND, BEARS N 00° 24' 00" W, 148.4';  
THENCE FROM SAID POINT AND PLACE OF BEGINNING,  
N 45° 27' 00" W, 3819.5' TO A POINT;  
THENCE, N 20° 37' 24" E, 82.54' TO A POINT;  
THENCE, S 42° 43' 00" E, 2885.8' TO A POINT;  
THENCE, S 00° 24' 00" E, 141.1' TO THE POINT AND PLACE OF BEGINNING.

THIS TRACT CONTAINS 6.611 ACRES, MORE OR LESS.

Original In  
Poor Condition



COUNTY OF TAOS )88  
STA. E OF NEW MEXICO )

I hereby certify that this instrument was filed  
for record on the 20th day of Jan, A.D.  
2006 at 12:18 o'clock P.M.  
and was duly recorded in book M-349  
page 37-38 of the records of Taos County.  
Witness my Hand and Seal of Office  
Jeannette G. Rael  
County Clerk, Taos County, N.M.  
Diana M. ...  
Deputy



ATTACHMENT "2"