

## Proposed Protective Covenants

### Part A

Gamerco Townsite, Partnership, owner and proprietor of the following describes property in McKinley County, New Mexico.

All of Gamerco Townsite Unit 1, McKinley County, New Mexico, according to the official map and plat thereof,

Does hereby impose upon said property the following restrictive covenants:

### Part B      **Area of application**

**B-1**      FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to all of the lots shown on said map, except for the lots included in B-2 and B-3 herein.

**B-2**      INDUSTRIAL, COMMERCIAL, MANUFACTURING, SINGLE-FAMILY DEWLLING AND MULTIPULE-UNIT DWELLING AREA.

Lots number 8 and 9 in Block number 9;

All of Block number 13;

All of Block number 14;

Lots number 1 and 2 in Block number 17;

Lot number 7 in Block number 22;

Lots numbered 4 and 5 in Block number 25;

Lots numbered 6,7,8,9, and 10 in Block number 27;

Lot number 4 in Block number 29;

All of Block number 54;

Part D shall apply to these lots.

**B-3**      CHURCH AREA.

All of Block number 10;

Lots numbered 4 and 6 in Block number 21;

Lot number 6 in Block number 28;

Shall be reserved for a church site and for church-related activities, as well as residential facilities in connection therewith.

## **Part C RESIDENTIAL AREA COVENANTS**

**C-1** No lot shall be used except for residential purposes. No structure shall be erected, altered or placed or permitted to remain on any of said lots or and part thereof, other than one single-family dwelling not to exceed two stories in height, together with private garage, if desired. No more than one residential structure shall be erected on any lot with exceptions as noted in B-1.

**C-2** No house shall be erected or constructed on said premises or allowed to be situated on said premises that has a ground floor area of the main structure exclusive of one-story open porches and garages, less than 900 square feet. All dwellings shall be completed as to exterior finish within nine months from construction commencement date of said structure.

**C-3** Each mobile home shall have a minimum width of at least 10 feet and a minimum living area of 600 square feet and shall not be more than four years old when moved in unless otherwise specifically approved in writing by the Gamarco Water and Sanitation District Board of Directors. Each modular home shall have a minimum living area of 600 square feet. All mobile or modular homes are to be securely supported and completely skirted within sixty days from date of placing said mobile or modular home upon a lot and said mobile or modular home be maintained in a good state of repair.

**C-4** No tar paper shacks or dilapidated, unkept trailers or buildings of any kind are to be constructed or placed on property.

**C-5** No more than one storage building shall be permitted on any lot. Such storage buildings shall not exceed one story in height, must not exceed 10x15 (150 square feet) in size, and shall be of professional quality and workmanship, pleasing to the eye, and adequately maintained.

**C-6** No structure of a temporary character, trailer, RV, tent, shack, shed, storage unit, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

**C-7** No noxious or offensive activity shall be carried out on any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood. No person shall make, continue or cause to be made or continued, any loud, unnecessary or unusual noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the townsite of Gamarco.

Noises Constituting Violation: The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this section, but said enumeration shall not be deemed to be exclusive:

1. Horns, Signaling Devices: The sounding of any horn or signaling device on any automobile, motorcycle or other vehicle on any street, except as a danger warning; the creation by means of any such signaling device of any unreasonably loud or harsh sound; and the sounding of any such device for an unnecessary and unreasonable period of time.

2. Radios, Phonographs: The using, operating or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto. The operation of any such set, instrument, phonograph, machine or device between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00 A.M.) in such a manner as to be plainly audible at a distance of fifty feet (50') from the building, structure or vehicle in which it is located shall be in violation.

3. Yelling, Shouting: Yelling, shouting, hooting, whistling or singing on streets, particularly between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M., or at any time or place so as to annoy or disturb the quiet, comfort or repose of a residence, or of any persons in the vicinity.

4. Animals: The keeping of any animal, which by causing frequent or long continuous noise, shall disturb the comfort or repose of any person in the vicinity.

5. Construction Or Repairing of Buildings: The erection, including excavating, demolition, alteration or repair of any building or other types of construction or demolition, other than between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M., except in case of urgent necessity in the interest of public health and safety.

6. Churches: The creation of any excessive noise on any street adjacent to any church while in use, which unreasonably interferes with the workings of such institution, or which disturbs or unduly annoys parishioners.

**C-8** No junk (that do not work) vehicles, junk mechanical equipment of any kind may be parked or placed on the property at any time.

**C-9** No trash, junk, or waste matter of any kind is to be deposited or left on any lot except in sanitary containers.

**C-10** Butane tanks must conform to State code regulations and will be located so as to not distract from the appearance of any lot.

**C-11** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats (not more than two of each) and chickens kept for the purpose of egg collection, may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. All animals must be kept in carefully built and well-maintained buildings or pens and must in no way create a public nuisance, noise violation, health hazard, or eye sore. All animals must be kept in accordance with New Mexico State Health Department regulations.

**C-12** No building, mobile home, or modular home shall be located nearer than five (5) feet from the front lot line, nor nearer than five (5) feet from the side or rear lot lines, unless otherwise specifically approved in writing by the Gamerco Water and Sanitation District Board of Directors.

**C-13** As of ---- (Date covenants are officially voted into use) paragraph C-12 does not apply to lots in Blocks numbered 9, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 35, 37, 43, and 44 as they are grandfathered into approval. However, if a vacancy in any lot is created, the location of any new or additional improvements or structures shall comply with paragraph C-12.

**C-14** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat. No outbuilding or permanent structure shall be erected or maintained over any easement reserved for the purpose of constructing, maintaining and supplying of public utilities in development.

**C-15** No privy shall be placed upon any lot in the development. No signboard or other visible advertisement larger than one square foot may be placed upon any lot, other than signs pertaining to the sale of lots or the builder's sign which may be placed upon the premises during the construction of improvements on the property. No excavations shall be made on said property for the purpose of obtaining sand, rock, clay, dirt, coal, gravel, or minerals of any kind or nature, whether for profit or otherwise.

**C-16** No house, mobile home, or modular home shall be lived in if deemed a structure unfit for human occupancy. A structure is unfit for human occupancy whenever the structure is unsafe, unlawful, or because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin infested, contains filth and contamination, or lacks running water, lacks electricity from electrical provider, heating facilities, or other essential equipment required for livable housing.

**Part D**            **COVENANTS FOR AREA DESCRIBED IN B-2**

**D-1**    No commercial feed lots, junk yards, salvage lots, or any noxious or offensive enterprise, business, or activity shall be carried out upon any lot.

**D-2**    Residential Area Covenants as shown in Part C shall apply to single family dwelling lots situated within the boundaries of the area set out in B-2.

These restrictive covenants are to run with the land and shall be binding on all parties hereto. And all persons claiming under them, their heirs, executors, administrators and assigns a period of ten years from this date these covenants are recorded. Thereafter, said covenants are to be automatically extended for a successive period of ten years, unless by a vote of a majority of the then owners of lots, it is agreed that said covenants and restrictions may be in whole or in part.

If the parties hereto, or any of them, or their heirs, or assigns shall violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any real estate situated in said development to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent them from doing so or to recover damages of any from such violation.

Invalidation of any one of these covenants and restrictions by Judgement or court shall in no way affect any of the other provisions which shall remain in full force and effect.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**Gamerco Water and Sanitation District**

\_\_\_\_\_  
GWSD Board President

\_\_\_\_\_  
GWSD Board Vice President

\_\_\_\_\_  
GWSD Board Treasurer

\_\_\_\_\_  
Notary Public

My commission expires: