

**DECLARATION OF  
CONDITIONS, COVENANTS AND RESTRICTIONS  
FOR**

**BLUE DEER RANCH**

It is the desire and the intention of the undersigned (the Declarant) to establish certain beneficial and restrictive covenants to maintain the wildness, beauty and ecological balance of this land, while protecting its natural inhabitants and future residents.

Golden Puma LLC, as owner of the following described real property described in Exhibit B (the Property) situated in the County of Mora, State of New Mexico, does hereby declare the formation of the following conditions, covenants and restrictions:

The Declarants hereby declare that the Property is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following conditions, covenants and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property and its natural environment.

These covenants are to run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the described real property or any part thereof.

**1. ENVIRONMENTAL RESPECT**

The beauty of this land lies in the harmony of trees, rock, open space and its special qualities of silence, natural sounds, animal presence and unique wildness. It is expected that all Owners and visitors will monitor and honor these precious gifts, and make every effort to protect and preserve them.

**2. OWNERSHIP: AREA ASSIGNMENT**

The owners of the Property (Owners) include all individuals or entities possessing an undivided ownership interest in the Property. Ownership of the Property shall not be limited or restricted because of race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation or physical or mental handicap. Ownership of the Property may be held in undivided interest by as many individuals as desire to do so. Pursuant to agreement of the Owners, it is expected that Individual Use Areas will be assigned to particular Owners. If at any time the Property is subdivided into individual lots, no more than nineteen (19) lots shall be created without Owner Approval. As used

herein, "Owner Approval" shall mean the affirmative vote of at least two thirds (2/3) of the then-Owners of the Property.

The Property contains eighteen (18) individually numbered, separate use areas, as shown on Exhibit A. Use areas numbered One (1) through Sixteen (16) are hereby established as Individual Use Areas. Use areas number Seventeen (17) and Eighteen (18) are hereby established as Common Use Areas. Use area number Nineteen (19) is reserved for possible future division of Use areas number Seventeen (17) or Eighteen (18) , if necessary or desirable for any purpose. There will also be one or more Common Roads, which shall be considered Common Use Areas as well. Use and control of any particular Individual Use Area shall be determined by the applicable deeds, ownership agreements and other documents, and may be modified by any subsequent modification of such documents, subdivision of the Property or other action taken in accordance with such documents and this Declaration.

### **3. PERMITTED DEVELOPMENT**

- \$ No more than one (1) principal residence (the Main Family Dwelling) per Individual Use Area is permitted.
- \$ No more than three (3) permanent outbuildings (Outbuildings) per Individual Use Area (e.g. hermitage, guesthouse or studio, storage shed, barn, garage etc.) are permitted.
- \$ Temporary structures such as tents, tipis, and yurts are permitted. No more than four (4) such structures shall be permitted on any single Individual Use Area.
- \$ Travel or camping trailers, mobile homes, manufactured homes or modular homes are permitted only if such structures are skirted and covered in a way aesthetically consistent with the appearance of permanent buildings, such as natural looking wooden siding or stucco, natural color roof and paint or aesthetically similar materials. All required aesthetic modification should be completed within thirty (30) days of placement on the Property.
- \$ Multiple structures may be clustered in any Individual Use Areas, so long as they do not exceed the equivalent of one (1) Main Family Dwelling and three (3) Outbuildings per single Individual Use Area.

### **4. CONSTRUCTIONS AND PLACEMENT OF STRUCTURES AND UTILITIES**

- \$ All structures, whether permanent or temporary, must be camouflaged by trees so as not to be visible from Common Use Areas and Common Roads, except with BDRA approval,

and from other Individual Use Areas, except by the approval of the Owner to whom the Individual Use Area is assigned.

- \$ Permanent structures must meet all Mora County and State of New Mexico building codes.
- \$ Grid-source electric power is strongly discouraged as a permanent source of power for Individual Use Areas. No grid-source electric power shall be used on Individual Use Areas without Owner Approval. All electric lines and wires shall be run underground.
- \$ Solar systems should be properly sized to eliminate the need for engine-driven generators as a regular power source. Engine-driven generators may not be used as regular long-term, permanent sources of electricity.
- \$ Propane tanks and lines must be hidden from view and meet all Mora County and State of New Mexico codes.
- \$ No Owner shall permit or engage in grading, leveling, clearing and grubbing or other practices that will have a substantial likelihood of resulting in material soil erosion affecting Common Use Areas or other Individual Use Areas.
- \$ Wind generator towers, communications antennas and satellite dishes may only be erected with the approval of the BDRA. The BDRA shall ensure that the location, size, noise level, and visibility of the wind generator does not impact other Owners in any way that significantly impairs the use and enjoyment of other Individual Use Areas or the Common Use Areas.
- \$ No signs, other than un-illuminated, natural material signs no greater than one (1) square foot in size, shall be permitted without BDRA approval.
- \$ No highly reflective materials or silver colored tin roofs are permitted. Roof material must be brown, forest green, or another color that blends with the environment. Tents, tipis and yurts are an exception to this requirement, however if a choice is available, a color more in keeping with the land is strongly encouraged.
- \$ Structures other than wind generator towers and communications antennas shall be limited to two stories above natural grade. The total height above the natural grade of the land shall not exceed 22 feet. Chimneys, stovepipes, and other integral parts of the structure shall not extend more than 6 feet above the highest roof plane.
- \$ Main Family Units shall not exceed 2500 square feet. The total size of all Outbuildings on any one Individual Use Area shall not exceed 2500 square feet.

- \$ Log-type, straw bale, adobe, pumice, earth ship and other alternative structures are encouraged provided the design meets with any aesthetic guidelines adopted by the BDRA.
- \$ All buildings must be of sound and safe construction and use appropriate material and be of pleasing exterior design, as determined by the BDRA.
- \$ No part of any structure shall be located within 150 feet of any Common Road or Common Use Areas, or within 75 feet of the boundary of any Individual Use Area. Structures must be placed in such a way as to be hidden from Common Use Areas whenever possible. This is to preserve the sense of wilderness for the enjoyment of all Owners. Structures are not to be placed in an open meadow area within sight of the Common or other use areas.
- \$ No buildings or structures that are deemed by the BDRA to be detrimental to the character of the Property shall be permitted.
- \$ All structures are to be finished as to the exterior within 2 (two) years from start of construction.
- \$ No permanent structure, mobile home, trailer, yurt, tipi or other temporary structure shall be placed on a ridge or high point where it is visible from any other Individual Use Area, Common Areas or Common Road.
- \$ No structure shall interfere with natural water flow or obvious animal habitat.
- \$ The placement, size, usage and maintenance of all structures on Common Use Areas shall be determined by the BDRA.

## **5. USE OF LAND AND STRUCTURES**

- \$ The primary use of the Individual Use Areas is for residential, environmentally conscious living. Therefore, no commercial activity shall be conducted if it (1) interferes with the peace and quiet enjoyment of the Owners or (2) is likely to impact the environmental quality or wildlife usage or habitat on the Property. Future projects of a commercial or income producing nature using Common Use Areas will be decided upon by the BDRA. Such projects should be in keeping with the intention set out in this Declaration.
- \$ Any commercial use of the Property must be approved by the BDRA. The BDRA shall deny approval of any commercial activity if its magnitude, duration, noise level, or

vehicle or animal traffic level is incompatible with the peace and quiet enjoyment of the property by Owners.

- \$ To avoid changing the natural behavior of wildlife on the Property, all Owners shall protect food, garbage and compost so that it does not attract wild animals.
- \$ Fences and walls are limited to surrounding residential structures, gardens or corrals, not to exceed a total of five acres. Individual Use Area perimeter fencing is prohibited. The external boundary fence enclosing the Property will be maintained by the BDRA.
- \$ All Owners shall be notified in advance of large group activities.
- \$ No activity shall be undertaken which is found by the BDRA to have a substantial adverse environmental or ecological effect.
- \$ No oil drilling, oil development, oil refining, quarrying, or mining operations of any kind is permitted.
- \$ Unsightly trash piles, collection of junk, and the use of tarps not of a natural color are strongly discouraged, and prohibited within sight of any Common Roads or Common Areas.

## **6. NOISE AND OTHER INVASIVE USES OF THE PROPERTY**

- \$ All human-made noises are encouraged to be subtle.
- \$ Amplified or electronic music or sound that can be heard outside the boundaries of any Individual Use Area shall not be permitted.
- \$ Noise and music that can be heard outside the boundaries of any Individual Use Area shall not be permitted. However, occasional rituals and gatherings that include drumming, singing and non-amplified music shall be permitted so long as the duration, frequency, and decibel level of the sound do not interfere with other Owners' peace and quiet enjoyment of the Property.
- \$ The use of any loud or amplified music in Common Use Areas requires approval by the BDRA.
- \$ All equipment that emits excessive noise including but not limited to generators, chain saws, tractors, graders, ditch diggers and other related equipment may be used regularly for occasional, limited, short term needs during reasonable daytime hours. Prolonged use

for long-term projects requires written approval of the BDRA. However, emergency use of such equipment is permitted. If the use of equipment within these guidelines receives complaints from Owners, the Association may subject such use to further regulation.

- \$ Discharge and use of firearms is prohibited unless deemed necessary by the BDRA for eliminating dangerous animals or pests.
- \$ Hunting is prohibited.
- \$ Trees may only be cut if the following conditions are met: They must be dead or dying trees, or removal of the trees is necessary to clear for building sites or access roads or improvement of forest health (thinning), or to permit adequate solar exposure for the use of solar technology for temporary or permanent residences, or to create a garden. The cutting of any tree with a diameter greater than 12 inches is strongly discouraged unless absolutely necessary for a building or solar site. Clear cutting of trees is prohibited. Thinning of Common Use Areas and Common Roads and the use of thinned material to be determined by the BDRA.
- \$ Motorbikes, snowmobiles, go-carts, and all-terrain vehicles are prohibited except for use in ingress and egress to the Property, for wood, tree or brush removal, fence repair, and emergency use by Owners. Driving off road is prohibited and discouraged unless absolutely necessary for one of the above-mentioned exceptions.
- \$ Outside lights that illuminate areas or are visible outside any Common Use Areas, or interfere with the ability of Owners to view stars in the night sky are prohibited.

## **7. WATER SUPPLY**

Drilling of one well for each cluster of 4 Individual Use Areas is permitted at the cost of the Owners to whom that Individual Use Areas are assigned. Owners will be encouraged to come up with their own agreement as to how the well is shared. Water systems on any Individual Use Area must be located, constructed and equipped in accordance with the standards, and recommendations of the Mora County Health Department and the New Mexico State Engineer. If the Owners can feasibly hook into the well located in the Common Use Area (18) they can do so at their own expense. The BDRA will decide on a reasonable yearly water use fee depending on current or projected water use by any individual Owner that is using the Common Well. It is the intention to make water readily available at the Common Well. The use of the Common Well as a community water system will be governed by the BDRA.

## **8. ANIMALS AND LIVESTOCK**

- \$ No cattle sheep or other stock is permitted on the Property except as provided herein. Llamas, goats, horses, poultry and other livestock shall be permitted only if they (1) are for non-commercial, personal use (2) do not cause noise or otherwise interfere with the peace and quiet enjoyment of the Property by other Owners, and (3) are approved by the BDRA. A single pet cow or lamb if properly corralled and for personal non-commercial use only may be allowed subject to approval by the BDRA. The BDRA may approve seasonal grazing leases to outside livestock for tax purposes as well as approve the raising and management of livestock for commercial use as a community project, on a Common Use Area.
- \$ Horses and other large animals are limited to 4 (four) per Individual Use Area unless approved otherwise by the BDRA.
- \$ Humane corrals and pens must be used to house and contain personally owned livestock. Corral fences and pens must be at least 150 feet from Common Roads and 75 feet from the boundaries or other Individual Use Areas or Common Use Areas. The owner shall manage all animal waste so that it does not result in odor, insect, or water quality problems that impact any other Owner.
- \$ Pets must be contained on the Individual Use Area assigned to the Owner to whom they belong, or on Common Roads. Dogs and other pets shall not be permitted to run free, interfere with natural wildlife patterns, travel in packs or disturb the quiet of other Owners by excessive or frequent barking. The pet owner is fully responsible for all behavior of his or her pets. The BDRA may require an Owner to permanently remove his or her pet from the Property if these conditions are violated.

## **9. VISITORS**

Owners shall assume full responsibility for their own guests—advising them to respect land, wild animal patterns, all requirements of this Declaration or other rules or regulations relating to Blue Deer Ranch. The BDRA may bar any guest who violates these provisions from future visits to the Property. Notice must be given and permission obtained if an Owner wishes to use any of the facilities on the commonly owned use area (17) for their guests and visitors with the exception of toilets and water supply.

## **10. VEHICLE USE**

- \$ Motorized vehicles should be used sparingly for on-Property travel, should be parked away from Common Roads, and should hidden from general view.

- \$ Maximum speed limit is 15 MPH on all Common Roads.
- \$ Motorized vehicles are permitted only on Common Roads and Individual Use Areas, and are prohibited from the Common Use Areas, except on Common Roads. Mountain bikes are permitted to use well-established trails in addition to Common Roads.

## **11. GROUND WATER PROTECTION**

- \$ Septic systems are permitted only with the approval of the BDRA after site and impact studies are made to insure non-contamination of ground water.
- \$ Properly designed alternatives such as composting toilets are recommended and encouraged.
- \$ All Owners are required to construct and use gray water re-use/disposal systems in accordance with all applicable laws and regulations.
- \$ Gray water re-use/disposal systems are permitted with the approval of the BDRA.

## **12. GARBAGE, WASTE AND TOXIC MATERIALS**

- \$ Use of toxic materials including, but not limited to pesticides, herbicides, sprays, solvents, and paints, and non-biodegradable products is discouraged. No discharge of toxic materials into the environment is permitted. All toxic materials must be deposited properly in a county landfill or other appropriate disposal locations. Use of non-biodegradable soaps and cleaning agents that would be discharged into the water is prohibited.
- \$ Organic garbage can be composted within animal-proofed enclosures.
- \$ All garbage must be contained in locked metal or plastic animal-proof containers and be out of sight of Common Roads.
- \$ There is no dumping allowed on the property. Individual Owners are responsible for hauling their own solid waste and garbage to a proper disposal site.

## **13. RENTING OF STRUCTURES**

Renters must follow this Declaration and other applicable rules and regulations.

Permanent (over 12 months) renting is allowed only with prior approval of the BDRA.



The rights and obligations of Owners described herein shall also apply to tenants. Tenants may vote for Owners only with a written proxy from the Owner. Tenants may grant temporary permissions required herein only with a written proxy from the Owner. Tenants may not grant permanent permissions required herein without a power of attorney from the Owner.

#### **14. GROUNDS MAINTENANCE**

- \$ All Owners are expected to maintain structures and land in an environmentally and aesthetically responsible manner. No unnaturally occurring conditions that contribute unnecessarily to the fire danger on the property are permitted. If notified by the BDRA that there are conditions contributing to fire danger on an Individual Use Area, the Owner shall correct the condition within 30 days of notification or the BDRA shall have the right to correct the condition and bill the Owner for the cost of the corrective action.
- \$ Open fires are not permitted except in an adequate fire pit. There must be a minimum 12-foot cleared area around any open fire pit cleared of any and all debris. Owners may not build fires on any Individual Use Area not assigned to that Owner. All stovepipes and chimneys shall have adequate spark protectors.
- \$ Open, visible storage of inoperative cars, junk piles, accumulations of material such as wood, building supplies, metal, or rocks that will not be used in current building projects shall not be permitted.
- \$ All building materials must be stored out of sight of Common Roads. It is encouraged that green, brown or camouflaged tarps are used to cover wood and other materials.

#### **15. COURTESY**

- \$ Any Owner may traverse any Common Use Areas or Individual Use Area on foot or horseback except as provided herein.
- \$ A 300-foot privacy distance from living areas shall be respected and maintained. No motor vehicles of any kind are permitted on the Common Use Areas, except Common Roads, or Individual Use Areas not assigned to that Owner except with the permission of the Owner to whom the Use Area is assigned.
- \$ Owners may restrict traversing over Individual Use Areas assigned to them on occasion during private personal use. Notice of such restriction shall be given to all other Owners in writing at least 2 weeks ahead of the restricted time period.

- \$ Horseback riding is permitted on Common Roads and the Common Use Areas, subject to the above privacy distance courtesy. An Owner may restrict horse travel across Individual Use Areas assigned to the Owner. Notice of such restriction shall be given to all other Owners in writing.
- \$ Camping is only permitted on Individual Use Areas by the Owner to whom that Individual Use Area is assigned, or by individuals with the written permission of the Owner. The BDRA may approve camping in designated areas of the Common Use Areas.
- \$ Owners shall keep all gates locked at all times. Giving the Blue Deer Ranch lock combos out to anyone other than an Owner is prohibited. In the case of a building or other land improvement project where workers need to have access, Owner will place their own combination guest locks and inform the BDRA of the project, the workers names, the lock combination, and the duration of work. Guest locks can remain for duration not to exceed 6 months.

## **16. BLUE DEER RANCH ASSOCIATION ROLE AND RESPONSIBILITIES**

- ! The Blue Deer Ranch Association (BDRA) is made up of all Owners of the Property.
- ! All Owners shall be members of the BDRA. There shall be one (1) vote for each Individual Use Area, to be determined by the Owners to whom that Individual Use Area is assigned.
- ! The BDRA may operate as an unincorporated association under the laws of the State of New Mexico or may, at the option of the members, elect to incorporate under the laws of the State of New Mexico.
- ! The BDRA shall adopt bylaws and whatever rules and regulations it deems appropriate.
- ! The BDRA shall:
  - " Be operated in accordance with the bylaws.
  - " Make decisions regarding maintenance and enforcement of this Declaration.
  - " Act as a grievance board when necessary.
  - " Be responsible for setting the amount of and collecting annual dues for road and perimeter fence maintenance, property taxes, water system maintenance and other common costs.
  - " Operate and regulate the Common Use Areas.
  - " Carry on whatever educational, charitable or commercial activities the members deem appropriate.

## **17. TERM**

This Declaration shall have a term of thirty-five years from the date this document is recorded. After thirty-five years the term shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the current Owners has been recorded, agreeing to change said term or otherwise modify the provisions of this document.

## **19. ACCOUNTABILITY**

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any condition, covenant or restriction. The remedy sought may be to restrain violation or to recover damages.

## **20. SEVERABILITY**

Invalidation of any one of these conditions, covenants, or restrictions, by judgment, or otherwise, shall in no way affect any of the other provisions, which shall remain in full effect. Should this Declaration be ruled invalid for any reason, it shall remain in full force and effect as an equitable servitude on the property.

## **21. MORTGAGES, DEEDS OF TRUST AND LAND CONTRACTS**

Nothing herein contained shall defeat or impair the lien of any mortgage, deed of trust or land contract made in good faith and for value, but title to any property obtained through sale in satisfaction of any mortgage, deed of trust or land contract shall be held subject to all of these measures and provisions.

## **22. DISPUTES**

- § Recognizing that neighbors have an interest in prompt and effective resolution of disputes and disagreements, the following procedures shall be followed if the parties are unable to directly and informally resolve a dispute.
  
- § All disputes and disagreements about these covenants, conditions, and restrictions between Owners and the BDRA shall be submitted to voluntary mediation and, if necessary, binding arbitration. The availability of mediation and arbitration shall preclude the bringing of a cause of action in any other form except as provided in the New Mexico Arbitration Act, NMSA 1978, Section 44-7A-1 *et. Seq.*

§ Any Owner may initiate the mediation process by providing written notice to the other party(ies) to the dispute. Within ten (10) business days of notification (notification shall be effective on the date received), the initiator and the responding party (ies) shall select a mediator and schedule a meeting with the mediator to seek a voluntary settlement of the dispute. No party may be compelled to attend a mediation session. The cost of the mediation shall be divided among the parties according to an agreement that they must reach. If the dispute is not settled within thirty (30) business days from the date of notification, any party may invoke the following arbitration procedures.

a. Any dispute, controversy, or claim shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

b. In rendering the award, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of New Mexico.

c. Any party may, without inconsistency with this agreement, seek from a court any interim or provisional relief that may be necessary to protect rights or property of that party, pending the arbitrators determination of the merits of the controversy.

d. Any party may initiate the arbitration by written notice to the other. In the event that arbitration is necessary, the parties are to agree on a qualified attorney whose practice includes real estate matters from New Mexico, to act as the arbitrator. In the event the parties cannot agree within 10 days of notification, the American Arbitration Association is to appoint the arbitrator.

e. The arbitrator shall be empowered to impose sanctions and to take such other actions with regard to the parties, as he/she deems necessary to the same extent a judge could under the New Mexico Rules of Civil Procedure and applicable law.

f. The parties shall allow and participate in discovery in accordance with the New Mexico Rules of Civil Procedure for a period of ninety days after the initial arbitration request. The arbitrator shall dispose of unresolved discovery disputes after they have been brought to his/her attention.

g. The award of the arbitrators shall be in writing and shall specify the factual and legal bases for the award.

h. The arbitrator is authorized to award any party such sum as he/she deems proper for the costs of the arbitration and reasonable attorneys' fees. If the arbitrator requires advance payment for his/her services from the parties, the initiating party must advance

the cost of any such payment, but may recover the cost as part of the award, if the arbitrator so rules.

### **23. AMENDMENT**

The Declaration may be amended only in writing by Owner Approval.

### **24. EASEMENTS; ACCESS GATE**

The Declarants hereby declare the Property subject to any necessary ingress, egress, utility, maintenance and public safety easements necessary to effect the terms of this Declaration and for use of the Property for its intended purposes. The BDRA shall establish the location of any such easements, and shall be responsible for the platting, maintenance and construction thereon.

The Declarants hereby declare the Property subject to any necessary ingress and egress easement necessary to permit any Owner to reach the Individual Use Area assigned to that Owner, and to reach the Common Use Areas, and any necessary utility easement to connect the Individual Use Area assigned to an Owner to the Common Use Area Water System.

The Common Road access points shall remain gated and locked. Each Owner shall be provided with the combination.

[Remainder of page intentionally left blank]

**WHEREFORE, I DECLARE THE ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR BLUE DEER RANCH**

\_\_\_\_\_  
Lena Stevens, managing member for Golden Puma LLC

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**ACKNOWLEDGMENT**

STATE OF NEW MEXICO

ss.

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by

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

My commission expires: \_\_\_\_\_