

AMENDED RESTRICTIVE COVENANTS
SANTA BARBARA RANCH

Bk 991 Pg 570

THE UNDERSIGNED, being a majority of the property owners of the lots in the Santa Barbara Ranch subdivision, and pursuant to Section XIII of the Restrictive Covenants recorded in Book 606 Pages 283-285 of the records of Otero County, New Mexico hereby amend the said Restrictive Covenants as set forth herein.

Santa Barbara Ranch is located in a tract of land in the S½NW¼, Section 32, Township 13 South, Range 11 East, NMPM, Otero County, New Mexico more particularly described on those plats filed in the office of the County Clerk of Otero County, New Mexico as follows:

- A. Original plat, Book 37 Pages 19-22, recorded June 23, 1987.
- B. Replat A, Book 42 Pages 11-14, recorded April 2, 1991.
- C. Replat B, Book 49 Page 60, recorded December 20, 1996.
- D. Replat C, Book 52 Page 72, recorded November 30, 1998.

Further, the undersigned acknowledge and agree that these amendments are changes from said Restrictive Covenants recorded in Book 606 Pages 283-285, and these Amended Restrictive Covenants shall be in full force and effect upon all the property within Santa Barbara Ranch, from the date of recording, and this instrument shall run to all lot owners and all persons claiming under any lot owners, and for the benefit to and limitation upon all future owners in the Santa Barbara Ranch. Be it known that this declaration of restrictions is hereby designed for the purpose of keeping said subdivision desirable and suitable in architectural design and use as herein specified, whether or not the same are embodied in a conveyance or other instrument affecting title thereto.

The undersigned acknowledge changes in the Restrictive Covenants as originally recorded, based upon the present use, number of owners and anticipated future use of such lots. It is a specific understanding of the parties that there are presently three (3) residential structures located within the Santa Barbara Ranch, and the use of lots upon which such improvements are located are in substantial compliance with the Restrictive Covenants as originally recorded in Book 606 Pages 283-285, of the records of Otero County, New Mexico.

Further, it is acknowledged that the original Restrictive Covenants state as follows: “. . . the property owners of the lots in the subdivision has been recorded agreeing to change said restrictions in whole or in part releasing any portion of the property in said subdivision from any one or more, or all, of said Restrictive Covenants.” (Section XIII of original Restrictive Covenants recorded in Book 606 Pages 283-285, of the records of Otero County, New Mexico.)

That variances set forth in these Amended Restrictive Covenants from the original Restrictive Covenants recorded in Book 606 Pages 283-285 of the records of Otero County, New Mexico, are with the consent of a majority of the lot owners and do make exception and remove individual lots, being lots 19A and 21A, from the structural requirements contained in the Amended Restrictive Covenants based on dwellings presently located on such lots.

Recognizing the above, the majority of the lot owners file these Amended Restrictive Covenants.

I.

No building whatever, except a private dwelling house with the necessary out buildings, including guest house and private garage, shall be erected, placed or permitted on the conveyed property or any part of such property, and such permitted dwelling house shall be used only as a private residence.

II.

No trailer, shed, tent, garage or temporary building shall be used for a temporary residence during the period of construction of the principal dwelling. Any temporary structure placed on any lot for storing of construction material or as a construction office shall be placed and used on such lot for a period not to exceed twelve (12) months from the date of placing of same on the lot.

III.

No exposed concrete block, whether painted or otherwise, shall exist on any lot.

IV.

All garbage or trash containers, oil tanks, gas tanks or other storage facilities shall be placed in a walled in container. No garbage, refuse, junk, trash or obnoxious or offensive material shall be permitted to accumulate on any lot, and the owner of each lot shall cause the same to be disposed of in accordance with accepted sanitary practices of Otero County, State of New Mexico.

V.

No obnoxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood.

VI.

Household pets such as cats or dogs may be housed or otherwise kept on any lot in such a manner as not to interfere with the safety and comfort of other lot owners. Grazing, raising, maintaining or otherwise allowing livestock, as same is defined under §77-14-2 NMSA, 1978 Comp., as amended, shall not be permitted upon any lot.

VII.

Any dwelling erected wholly or partially on any of the lots shall have a ground floor area, exclusive of open porches, patios, terraces, attached garages or carports of not less than 1,100 square feet.

VIII.

No business or profession, manufacturing operation, commercial enterprise or public or commercial amusement enterprise shall be conducted, operated or maintained on any lot.

IX.

No structure or dwelling shall be erected, constructed, or placed on any lot nearer than sixty (60) feet from the front lot line or nearer than twenty (20) feet to the sided lot lines, nor may structure or dwelling be built to impede the natural flow of the Rio Tularosa (Tularosa Creek).

X.

From the initial commencement time of construction of a dwelling, the owner or owners will proceed with diligence to complete said structure within twelve (12) months from the date of commencement, excepting delays caused by Acts of God.

XI.

With the exception of lot markers, name plates, emblematic name designators or traffic control signs, no signs or advertisements of any type may be placed on any lot or roadway.

XII.

All residences shall be site built only. No manufactured, prefabricated or primarily preassembled house of any type will be permitted to be placed on any lot in the subdivision.

XIII.

Restrictions set forth in this declaration shall run with the land and bind each lot owner, including the parties hereto and any and all successors and assigns of any lot owner. All parties claiming by, through or under parties or other lot owners shall be taken to hold, agree and covenant with the parties and other lot owners, their successors and assigns, and with each of them to conform to and observe the restrictions as to the use of lots and the construction or improvements on said lots. The owner or owners of any lot or lots shall have the right to sue for and obtain an injunction, temporary or permanent, to move to prevent the breach of or to enforce the observance of the restrictions, in addition to any ordinary legal actions for damages. Further, the prevailing party in such action shall be entitled to reasonable attorneys fees as determined by the Court, and all Court costs as assessed in accordance with New Mexico law. The failure of the owner or owners of any other lot or lots shown on the plat to enforce any of the restrictions set forth in this declaration at the time of the violation shall in no event be deemed to be a waiver of a right to do so subsequently.

XIV.

These covenants are to run with the land and shall be binding upon the undersigned, and all lot owners and all persons claiming under them, their heirs, successors and assigns, for a period of five (5) years from the date of the recording of these Amended Restrictive Covenants. After such time, said Amended Restrictive Covenants shall be automatically extended for periods of five (5) years unless an instrument signed by the majority of the property owners of the lots in the subdivision has been recorded agreeing to change said restrictions in whole or in part or release any portion of the property in said subdivision from any one or more, or all, of said Amended Restrictive Covenants.

XV.

These Amended Restrictive Covenants supersede the prior Restrictive Covenants recorded in Book 606 Pages 283-285, of the records of Otero County, New Mexico. Such Restrictive Covenants, as recorded in Book 606 Pages 283-285, shall have no further force or effect after the recording of these Amended Restrictive Covenants.

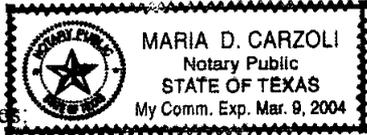
WITNESS our hands and seals this 3rd day of August, 2001.

Emanuel S. Zimmerman
EMANUEL S. ZIMMERMAN

Irene Zimmerman
IRENE ZIMMERMAN

STATE OF TEXAS)
)ss.
COUNTY OF EL PASO)

The foregoing Amended Restrictive Covenants Santa Barbara Ranch was acknowledged before me this 20 day of July, 2001 by Emanuel S. Zimmerman and Irene Zimmerman, his wife.



My commission expires: 3/09/04

Maria D. Carzoli
Notary Public

Said persons are the owners of the following lot in Santa Barbara Ranch: Lot 21A.



STATE OF NEW MEXICO } s.s.
OTERO COUNTY
FILED FOR RECORD IN MY OFFICE
This 3 day of August, 2001
At 5:15 o'clock P M and duly recorded
in Book No. 997 Page 570-575
The records of Otero County, New Mexico
Mary D. Dunstan
County Clerk, Otero County, New Mexico
By Lynn Estrada Deputy
7700