

RESTRICTIVE COVENANTS  
SANTA BARBARA RANCH  
KNOW ALL MEN BY THESE PRESENTS

THE UNDERSIGNED, SANTA BARBARA RANCH, Juan Stockmeyer, Trustee, the sole owner of a subdivision in Otero County, New Mexico including a parcel of land described as follows: A tract in the S $\frac{1}{2}$ NW $\frac{1}{4}$ , Section 32, Township 13 South, Range 11 East, NMPM, Otero County, New Mexico, and a tract of land in the S $\frac{1}{2}$ NW $\frac{1}{4}$ , Section 32, Township 13 South, Range 11 East, NMPM, Otero County, New Mexico more particularly described by metes and bounds per attached exhibit A. The same being the real property now duly platted as Santa Barbara Ranch as shown by the plot thereof, filed in the office of the County Clerk of Otero County, New Mexico on the \_\_\_\_\_ day of \_\_\_\_\_, 1986, do hereby make the following declarations as to limitations, restrictions and uses to which the lots in said property may be put hereby specifying that said declarations 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 with all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said property. Be it known that this declaration of restrictions is hereby designed for the purpose of keeping said Subdivision, desirable, uniform and suitable in architectural design and use as herein specified, whether or not the same are embodied in the conveyance or other instrument affecting title thereto.

I

There shall not be erected more than (1) single private family dwelling together with the necessary and appurtenant attached buildings such as garages, carports, or servants quarters customarily used in connection therewith on any one lot within.

II

Trailer, shed, tent, garage or temporary building shall be used for a temporary residence during the period of construction of the principal dwelling.

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 will 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 by and in accordance with accepted sanitary practices of Otero County, State of New Mexico.

V

No obnoxious or offensive 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.

... shall be placed or housed on any lot and in such a nature as not to interfere with the safety and comfort of adjoining lot owners. Housing may be housed on said property, no more than (1) per 1 acre.

VII

Principal dwelling houses, exclusive of garage, carports, patios, terraces and porches, that are to be constructed will have a minimum heated area of not less than 700 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, with the exception of lots 9 thru 13.

IX

No structure shall be erected, constructed, or placed on any lot nearer than (20) twenty feet from the front lot line or nearer than (20) twenty feet to the sided lot lines, nor may structure or dwelling be built to impede the natural flow of 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 (12) twelve months from date of commencement, excepting delays caused by Acts of God.

XI

With the exception of lot markers and name plates or emblematic name designators, no signs, of any nature and no advertisements of any manner may be placed.

XII

All of the Restrictive Covenants contained herein are for the benefit of any and all of the owners of the lots within the boundaries of the Subdivision, and if the undersigned owner or any of its assigns or successors in interest shall violate or attempt to violate any of such Restrictive Covenants, then it shall be lawful for any other person or persons owning land within said boundaries, to prosecute any proceeding at law or in equity to recover damages or to enjoin such act and to have any and all further legal and equitable relief. The word "person" as used herein means any individual, partnership, firm, company, trust, association, corporation, or other entity of whatsoever nature.

XIII

These covenants are to run with the land and shall be binding upon the undersigned and all persons claiming under them, their heirs, successors, and assigns for a period of fifteen (15) years from the date these Restrictive Covenants are recorded, after which time said Restrictive Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of 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.

All residences will be site built only. No manufactured houses (i.e. mobile homes) will be permitted to be placed on any lot in the subdivision. Double wide manufactured homes are excepted if permanently attached to the ground and skirted with rock or brick from ground up to base of home.

WITNESS our hands and seals this 4 day of Aug 1986.

SANTA BARBARA RANCH

STATE OF TEXAS  
COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 4th day of August 1986 by Juan Stockmeyer, Trustee, Santa Barbara Ranch.

*[Signature]*  
Notary Public  
R KEATH THOMPSON

My Commission Expires:

4/25/87



STATE OF NEW MEXICO  
OTERO COUNTY  
FILED FOR RECORD IN MY OFFICE

This 13 day of Aug 1986

At 3:34 o'clock P. and duly record

in Book No. 606 p. 281-85

the records of Otero County, New Mexico

*[Signature]*  
County Clerk, Otero County, New Mexico

By *[Signature]* Deputy

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