

R E S T R I C T I V E C O V E N A N T S

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED, NORTH AMERICAN LAND DEVELOPMENTS, INC., a New Mexico Corporation, the sole owner of a portion of Sections 27, 28 and 34, Township 19 South, Range 12 East, N.M.P.M., Otero County, New Mexico, the same being the real property now duly platted as SACRAMENTO MOUNTAIN RANCHES SUBDIVISION, UNIT 1, as shown by the plat thereof filed in the Office of the County Clerk and Ex-officio Recorder of Otero County, New Mexico, on the 4th day of August, 1969; and the sole owner of a portion of Sections 26, 27, 34 and 35, Township 19 South, Range 12 East, N.M.P.M., Otero County, New Mexico, the same being the real property now duly platted as SACRAMENTO MOUNTAIN RANCHES SUBDIVISION, UNIT 2, as shown by the plat thereof filed in the Office of the County Clerk and Ex-officio Recorder of Otero County, New Mexico, on the 4th day of August, 1969,

HEREBY MAKES THE FOLLOWING DECLARATIONS as to limitations, restrictions and uses to which the lots and/or tracts constituting said Subdivision may be put,

HEREBY SPECIFYING that said declarations shall constitute covenants to run with all of the land, as provided by Law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said Subdivision, this declaration of restrictions being 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;

A

All tracts in the said SACRAMENTO MOUNTAIN RANCHES SUBDIVISION, UNITS 1 and 2, according to the survey and plat thereof, are hereby designated as "Residential Area".

B.

No structure shall be erected, altered, placed or permitted to remain on any residential building tract, other than one detached single-family dwelling and a private garage and garden structure such as are ordinarily used in connection with a single-family residence.

C.

No building shall be located on any tract nearer than fifty (50) feet to the front tract line. No building shall be located on any tract nearer than ten (10) feet to any side-street line, nor nearer than ten (10) feet to any side-tract line. No buildings shall be located on any tract nearer than ten (10) feet to the rear-tract line. Provided however, nothing herein contained shall be construed to prevent the use of one building site of two or more tracts. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided however, this shall not be construed to permit any portion of a building on a tract to encroach upon another tract. Guest houses are permitted, provided they are attached to the main house with a breeze-way.

D.

No tract in the said Subdivisions (Units 1 and 2) shall be re-subdivided until September 1, 1975, provided however, that in the event any tract is subdivided the subdivided lot, or tract, shall not be smaller than one (1) acre.

E.

No trailer, basement, tent, shack, garage, barn or other out-building shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be erected or permitted to remain. Contractors may use a temporary building during the course of construction.

F.

Minimum ground floor area, exclusive of porches and garages, shall not be less than eight-hundred (800) square feet. Construction once commenced, must be completed, as to the exterior, within One (1) Year.

G.

No old or second hand buildings shall be moved on any tract in the Subdivisions (Units 1 and 2) without the approval of the Architectural Control Committee of the SACRAMENTO MOUNTAIN RANCHES SUBDIVISION, and no second hand materials shall be used in the construction of any building thereon. No residence of any kind of what is commonly known as "boxed" or "sheet metal" construction shall be built in said tract unless the same shall be covered upon all its outside walls with stucco, brick, stone or other veneer material.

H.

No building or fence shall be erected on any tract until plans and specifications and plot plan have been approved by the Architectural Control Committee of SACRAMENTO MOUNTAIN RANCHES SUBDIVISION. In no case shall barbed wire or chicken wire be used as fencing material.

I.

The Architectural Control Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event

the Committee, or its designated representative, fails, within thirty (30) days after plans and specifications have been submitted to it, to approve or disapprove the same, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, written approval will not be required, and the related covenants shall be deemed to have been fully complied with.

J.

No outdoor-type toilet shall be erected or maintained, and all toilets shall be located inside the principal building and shall be connected with proper septic tanks that conform with state and county health laws and regulations. Each property owner will supply his property with a garbage can of not less than twenty (20) gallons capacity, together with cover. Garbage will be disposed of in accordance with the regulations of the State of New Mexico Department of Health.

K.

Butane tanks and water storage tanks must conform to state regulations and will be located so as not to detract from the appearance of the tract.

L.

No brush, trash or other material shall be burned, except in compliance with the fire regulations of the Lincoln National Forest.

M.

Live trees having a diameter of eight (8) inches or more may not be removed without the written consent of the Architectural Control Committee.

N.

No commercial activity shall be carried on in the hereinabove designated "Residential Area", except for the sale of real property constituting the Subdivisions. No signs shall be displayed in said "Residential Area", except that occupants may post "for sale" or "name" signs.

O.

Horses, dogs, cats, or other household pets may be kept, provided they are not used for any commercial purposes. Stables, corrals and pet shelters shall be located only to the rear of the principal dwelling. The said premises shall at all times be kept clean and sanitary by frequent and proper removal and disposal of manure and other refuse. No other animals or poultry of any kind shall be bred, raised, or kept upon any tract.

P.

The Subdividers, NORTH AMERICAN LAND DEVELOPMENTS, INC., and every person hereafter having any right, title or interest in any tract in the said Subdivision, shall have the right to prevent or stop violation of any of the said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violation.

Q.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until twenty (20) years from the date of the filing of these covenants, at which time, the covenants shall be automatically continued

469-512

AMENDMENTS TO RESTRICTIVE COVENANTS

TO

SACRAMENTO MOUNTAIN RANCHES SUBDIVISION, UNIT 1

KNOW ALL MEN BY THESE PRESENTS:

The Restrictive Covenants of SACRAMENTO MOUNTAIN RANCHES SUBDIVISION, UNIT 1 originally recorded on the 28th day of July, 1969, were amended by the vote of 51% of the record owners of said subdivision, such amendment to become effective January 1, 1977.

The provisions of the Articles which have been amended are set forth below in the amended format:

E.

"No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, nor shall any residence of a temporary character be erected or permitted to remain. However, contractors may use a temporary building during the course of construction. And, a travel trailer may be used as a temporary residence for a period of up to thirty (30) days if it is so connected, then the travel trailer may be used for a period of up to one-hundred eighty (180) days out of any one year period. The travel trailer must be removed from the lot during the remaining balance of each year."

IN WITNESS WHEREOF, we have set our hands and seals this 5th day of January, 1977.

NORTH AMERICAN LAND DEVELOPMENTS, INC.

BY: Johnny F. Mobley
President

ACKNOWLEDGEMENT

STATE OF Texas

COUNTY OF El Paso

THE FOREGOING INSTRUMENT was acknowledged before me this 5th day of January, 1977, by JOHNNY F. MOBLEY, President of NORTH AMERICAN LAND DEVELOPMENTS, INC., a New Mexico Corporation, for and on behalf of said corporation.

Sarah H. [Signature]
Notary Public

My Commission Expires STATE OF NEW MEXICO }
10-31-80 OTERO COUNTY } ss.

FILED FOR RECORD IN MY OFFICE

This 7 day of May 1977

At 2:45 o'clock P.M. and duly recorded.

In Book No. 469 Page 313 of the records of Otero County, New Mexico.

[Signature]
County Clerk, Otero County, New Mexico

42336

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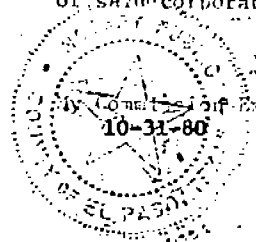
NORTH AMERICAN LAND DEVELOPMENTS, INC.

BY: [Signature] President

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COUNTY OF El Paso

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[Signature] Notary Public

STATE OF NEW MEXICO
OTERO COUNTY
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[Signature] County Clerk, Otero County, New Mexico
By: [Signature] Deputy

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