

DECLARATION OF RESTRICTIONS

RANCHOS DE LAS COLONIAS ADDITION, NUMBER TWO  
TAOS COUNTY, NEW MEXICO

**KNOW ALL MEN BY THESE PRESENTS:**

That William Dey Schafer, single, being the owner of all of the following described premises, situate within the County of Taos, State of New Mexico, to wit:

Lots 1-D through 14-D inclusive, Ranchos Colonias Addition Number Two according to the plat of record in the office of the County Recorder of Taos County, in Plat Cabinet B, page 1-A,

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express covenants, stipulations and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to each lot of said premises and with each and every part and parcel thereof, to wit:

1. All of the lots in said Ranchos Colonias shall be known, described, and used as residential lots only, with no mobile or modular homes of any kind allowed, and with no more than one residence and one guest house per lot.

2. All structures on said lots shall be of new permanent construction.

3. No structure shall be erected, altered, placed or permitted to remain on any of said lots other than one detached single family dwelling with a detached garage or servants quarters, or guest house.

4. No single-family dwelling house having a ground floor area of less than 800 square feet, exclusive of open porches or patios, if any, shall be erected, permitted or maintained on any of said lots, and said dwelling shall be erected at a total cost of not less than \$50,000. Homes must be built Pueblo style. All buildings must be plastered or stuccoed. Maximum one story in height (16' maximum from grade to top of firewall. No unattached carports. Attached carport, garages, studios or shed must follow Pueblo style lines.

5. The walls of any residential building shall not be closer than 25 feet to the street line or dividing line of any lot.

6. None of said lots shall be used for residential purposes prior to installation thereon of water flush toilets, and all bathrooms, toilets or sanitary conveniences shall be inside the buildings permitted hereunder, and connected to septic tanks and cesspools constructed according to standard Federal Housing Administration specifications.

7. None of said lots shall be resubdivided into smaller lots nor conveyed or encumbered in less than the full original dimensions or such lot as shown by the plat of Ranchos Colonias.

8. No livestock shall be kept on any of said lots and no store, or other place of business of any kind shall ever be erected upon any of said lots, or any part hereof, and no business of any kind or character whatsoever shall be conducted in or from any residence on said lots.

9. No resident of said Ranchos Colonias shall maintain or permit to be maintained a dump or refuse disposal area, excepting approved types of incinerating devices that shall not constitute a nuisance to the neighbors in said Ranchos Colonias.

10. All utility lines shall be underground.

11. No security lights other than conventional porch lights are allowed.

12. Each lot owner shall share in his/her proportionate amount of the costs of maintaining Ovejeros Road.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots in Ranchos Colonias Addition until January 1, 2005, at which time said covenants shall be automatically extended for successive periods of ten years each, unless by a vote of a majority of the then owners of the said lots in Ranchos Colonias, it is agreed to change the said covenants in whole or in part.

Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds or any part thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

Violations of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator; provided, however, that a violation of these restrictive covenants or any one or more of them, shall not affect the lien of any mortgage now of record.

In validation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

*William Dey Schafer*  
WILLIAM DEY SCHAFER

STATE OF FLORIDA )  
 ) ss  
COUNTY OF BROWARD )

This instrument was acknowledged before me this 21st day of June, 1994, by William Dey Schafer.

*Debra M. Armento*  
NOTARY PUBLIC

DEBRA M. ARMENTO  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXP. DECEMBER 30, 1995  
CC NO. 172588  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires:  
DECEMBER 30, 1995

COUNTY OF TAOS ) SS  
STATE OF NEW MEXICO )  
I hereby certify that this instrument was filed  
for record on the 21st day of June, A.D.  
19 94, at 8:50 o'clock A.m.  
and was duly recorded in book 11-168,  
page 21-22 of the records of Taos County.  
Witness my Hand and Seal of Office  
Carrisa M. Medina  
County Clerk, Taos County, N.M.  
*Alvin Lucas*  
Deputy

