

FIRST AMENDED RESTATED
PROTECTIVE COVENANTS AND RESTRICTIONS
TO RUN WITH THE LAND

The undersigned, Cloudcroft Properties, Inc., a New Mexico corporation, is the owner of a certain tract of real property, being and comprising a portion of Section 10, Township 16 South, Range 13 East, N.M.P.M., Otero County, New Mexico, as the same is more particularly described on Exhibit A, attached hereto and incorporated herein by reference.

WHEREAS, the undersigned imposed certain Protective Covenants and Restrictions on said real property in a certain document dated February 10, 1984, and recorded March 5, 1984, as Document No. 96102, in Book No. 547, pages 863-869 of the records of the County Clerk of Otero County, New Mexico; and

WHEREAS, the undersigned, pursuant to paragraph 12 therein, desires to make certain changes to the above-described covenants;

NOW, THEREFORE, the undersigned does hereby create and establish the following First Amended Restated Protective Covenants and Restrictions To Run With The Land, as follows:

1. Those original Protective Covenants and Restrictions dated February 10, 1984, and recorded March 5, 1984, as Document No. 96102, and as cited above in the records of the County Clerk of Otero County, New Mexico are hereby revoked in full and superseded by these First Amended Restated Protective Covenants and Restrictions To Run With The Land.
2. There shall not be erected on any one lot more than one (1) single private family dwelling house together with the necessary and appurtenant building such as servant quarters, garages, and car ports customarily used in connection therewith. No structure shall have more than two (2) stories.
3. No business or profession, manufacturing operation, commercial enterprise, or public or commercial amusement enterprise shall be conducted, operated or maintained on any lot.
4. No lot or lots shall be subdivided into lots or parcels of land smaller than one-half acre in size. For the purpose of these restrictions, if one owner shall own two or more adjacent lots, such adjacent lots may be considered to be one lot with setbacks to be measured from the perimeter

thereof. Further, if two or more adjacent lots are under common ownership, the owner thereof, may elect to develop them as a single lot, and in the event of such election, they shall henceforth be treated as a single lot for the purpose of these restrictions.

5. No structure shall be erected, constructed, placed or maintained on any lot nearer than twenty-five (25) feet to the front lot line, nearer than ten (10) feet to the side lot lines, nor nearer than twenty (20) feet to the back lot line.

6. No garage, carport, shed, tent, trailer, or temporary structure of any kind shall be erected, constructed, permitted or maintained on any lot prior to the commencement of the erection of a principal dwelling house thereon. No garage, carport, shed, tent, trailer, basement, or temporary building shall be used for temporary residential purposes, except during the construction of a house.

7. When the construction of a dwelling is commenced upon any lot, the owner or owners thereof shall prosecute, with all reasonable diligence, the completion thereof and shall complete the construction thereof within twelve (12) months from the date of commencement, delays caused by acts of God excepted.

8. No exposed concrete block, whether painted or otherwise, shall exist on any lots, except for retainer walls and foundation stem walls.

9. No brush, trash, or other materials shall be burned, except in compliance with the fire regulations of the appropriate regulatory agency.

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

11. No garbage, refuse, junk, trash or obnoxious or offensive materials shall be permitted to accumulate on any lot, and the owner or owners of each lot shall cause the same to be disposed of by and in accordance with accepted sanitary practices. All garbage or trash containers, oil tanks, gas or butane tanks and other such facilities must be placed

underground or in walled-in, or fenced-in areas, so that they shall not be visible from any adjoining lot or street. Garbage shall be disposed of in accordance with the regulations of the State of New Mexico and its subdivisions.

12. No outdoor-type toilets shall be erected or maintained on any lot, except outdoor portable toilets may be on the premises during the actual period of construction. All toilets shall be located inside the principal building and shall be connected with proper septic tanks or a sewage disposal system that conforms with the State of New Mexico and Otero County health laws and regulations; provided, however, that if a sewer line is laid on any street, easement or public way on which a lot abutts, it shall be incumbent upon the owner thereof to establish connection with the said sewer system without delay and thereafter make use of the same to the exclusion of any other sewage disposal system.

13. Each owner of a lot within the property shall be required to be a member of Cloud Country Club, Inc., a New Mexico non-profit corporation, so long as said Club exists and operates recreation facilities in the vicinity of the lot. Such membership shall extend not only to the lot owner but to his or her spouse and their unmarried children, as prescribed by the rules and regulations of the said Cloud Country Club, Inc. The By-Laws and Rules and Regulations of the said Cloud Country Club, Inc., set forth the types of membership available, the manner of changing membership and the amount and payment of the dues.

Failure to pay monthly dues to Cloud Country Club, Inc., shall be actionable and shall be secured by a lien against the lot owned by the owner thereof. Such lien shall be filed in the Office of the County Clerk of Otero County, along with an Affidavit of non-payment of such unpaid dues in the form of a New Mexico Materialsman lien. Such lien shall be foreclosed in the manner provided by the laws of the State of New Mexico for the foreclosure of a Materialsman Liens.

Membership in Cloud Country Club, Inc., held by any owner of a lot shall not be transferred, pledged, or assigned in any way, except upon the sale of such lot, and then only to the new owner of such lot. Any attempt to make a prohibited transfer shall be void and shall not entitle the transferee to any use of the facilities provided by Cloud Country Club, Inc. The sale of any lot shall automatically terminate the membership of a previous lot owner, and vest such ownership in the new lot owner. Cloud Country Club, Inc. shall charge a fee to show the transfer of the membership on its records.

14. Grantor hereof, Cloudcroft Properties, Inc., a New Mexico corporation expressly reserves the right to make any reasonable and necessary changes in these Restrictive Covenants to benefit the lot owners until no less than ninety percent (90%) of all lots within the property have been sold, after which there shall be no changes in any of these Restrictive Covenants without the formal approval by written vote of no less than two-thirds (2/3) of the lot owners.

15. These covenants are to run with the land, and shall be binding upon the undersigned and all persons claiming under it, its heirs, successors and assigns, for a period of ten (10) years from the date these Restrictive Covenants are recorded, after which time, these Restrictive Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lot in the property has been recorded, agreeing to change these restrictions in whole or in part, or releasing any portion of the property from any one or all, of these Restrictive Covenants.

16. If an owner of any lot or lots or their assigns or successors in interest shall violate or attempt to violate any of these Restrictive Covenants and Restrictions, then it shall be lawful for any person, persons or entity owning any real property within said property, or Cloud Country Club, Inc., to prosecute any proceedings, at law or in equity against the person or persons violating or attempting to violate these restrictions and covenants and to recover damages and/or to enjoin such act or acts and to have any and all further legal and equitable relief.

17. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owner of the property has executed this instrument, on the 22 day of June, 1984.

CLOUDCROFT PROPERTIES, INC.
a New Mexico corporation

BY: Jack Stahl
JACK STAHL, President

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 22 day of June, 1984, by Jack Stahl, President of Cloudcroft Properties, Inc., on behalf of said corporation.

Ruanda Davis
Notary Public

