

PROTECTIVE COVENANTS AND RESTRICTIONS
TO RUN WITH THE LAND

The undersigned, Joseph L. Brown of Abilene, Texas, 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, and now platted and known as Cloud Country Park.

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

1. 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.

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

3. 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.

4. 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.

5. 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.

6. 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.

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

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

9. 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.

10. 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 screened 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.

11. 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.

12. 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.

13. Grantor hereof, Joseph L. Brown, 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 three fourths (3/4) of the lot owners.

14. These covenants are to run with the land, and shall be binding upon the undersigned and all persons

EXHIBIT "A"
FOR PROTECTIVE COVENANTS AND RESTRICTIONS
CLOUD COUNTRY PARK SUBDIVISION

A TRACT OF LAND IN THE N $\frac{1}{2}$ OF SECTION 10, T16S, R13E,
NMPM, OTERO COUNTY NEW MEXICO, DESCRIBED BY METES AND
BOUNDS AS FOLLOWS:

STARTING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 4,
CLOUD COUNTRY PARK SUBDIVISION, UNIT 1, OTERO COUNTY, NEW
MEXICO, AND GOING N 73° 46' 22" W ALONG THE NORTH LINE OF
SAID BLOCK 4 A DISTANCE OF 8.24 FEET TO THE SAID PLACE OF
BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE
CONTINUING N 73° 46' 22" W ALONG THE NORTH LINE OF SAID
BLOCK 4 A DISTANCE OF 509.72 FEET; THENCE N 06° 25' 06" E
A DISTANCE OF 1240.44 FEET TO THE SOUTH BOUNDARY OF U.S.
HIGHWAY 82; THENCE ALONG SAID SOUTH BOUNDARY ALONG THE
ARC OF A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 07°
29' 14" WHOSE RADIUS IS 3753.77 FEET AND WHOSE CHORD
BEARS S 68° 05' 37" E AN ARC DISTANCE OF 490.52 FEET;
THENCE S 64° 21' 00" E ALONG SAID SOUTH BOUNDARY A
DISTANCE OF 215.00 FEET TO A POINT OF TANGENT TO SPIRAL;
THENCE ALONG SAID SOUTH BOUNDARY ALONG A SPIRAL CURVE TO
THE LEFT WHOSE SPIRAL ANGLE IS 4° AND WHOSE LENGTH IS
209.18 FEET AN ARC DISTANCE OF 148.19 FEET; THENCE S 29°
43' 24" W A DISTANCE OF 1096.45 FEET; THENCE S 73° 46'
22" E A DISTANCE OF 144.98 FEET; THENCE S 32° 17' 11" W A
DISTANCE OF 52.03 FEET TO THE SAID PLACE OF BEGINNING,
AND CONTAINING 16.662 ACRES, MORE OR LESS.

STATE OF NEW MEXICO } ss.
OTERO COUNTY
FILED FOR RECORD IN MY OFFICE
This 11 day of Aug 1986
At 11:30 o'clock A.M. and duly recorded
in Book No. 603 Page 612-615 of
the records of Otero County, New Mexico.
Andrew C Wynham
County Clerk, Otero County, New Mexico
Polyn M. Gentry Deputy
5622

