

RESTRICTIVE COVENANTS FOR
CLOUD COUNTRY WEST SUBDIVISION

UNIT 1

The undersigned, Cloud 9, Ltd., a limited partnership (hereinafter referred to as Cloud 9), being the owner of all lots located in Cloud Country West Subdivision, Unit 1, a subdivision located in Otero County, New Mexico, a plat of which was recorded in Book 19 at Pages 19, ~~the~~ ^{the} ~~16~~ ¹⁶ of the records of Otero County, New Mexico, on the 16 day of June 1985 do hereby consent and agree that the following restrictive covenants shall be in full force and effect upon all property within said Cloud Country West Subdivision, Unit 1, from the date of recording this instrument, to-wit:

I. GENERAL

1. There is hereby created the Cloud 9 Architectural Control Committee (hereinafter sometimes referred to as the "Committee"), composed of Jack Stahl, J. William McLean, and Ira Rupp, Jr. In the event of the death, resignation, or incapacity of any member of said committee, the remaining member or members shall have the full authority to appoint a successor member or members. Any member of said Committee may be removed for cause upon the vote of two (2) members thereof. Said Committee shall have the power to make, alter and amend its own rules and regulations with regard to meetings, quorums and other procedural matters. Members of the Committee shall be entitled to reasonable compensation for services performed pursuant to these covenants. The powers and duties of the Committee shall, on December 31, 1985, or on such sooner date as the members of the Committee all have resigned, died or become incapacitated for thirty (30) days without replacement, automatically become vested in the Board of Directors of Cloud 9, Ltd., or a committee of three (3) persons designated by said Cloud 9.
 - a. No dwelling, structure, business, garage, car port, out building, fence, wall, retaining wall, pier, breakwater, or other structure of any kind shall be erected, constructed, placed, moved on or maintained on any lot or lots, or any parcel or portion thereof, nor shall any alterations, additions, change or repair be made to the exterior thereof, unless prior to the commencement of any construction, excavation, grading, or other work, two complete sets of the plans and specifications thereof, including front, side and rear elevations, and floor plan for each floor and basement, color scheme thereof, and plot plan, indicating and fixing the exact location of such structure or such altered structure thereof, shall have first been submitted to the Committee in writing for its approval and such approval obtained in writing from the Committee.
 - b. All structures must have a slanting roof with a minimum of two and one-half in twelve pitch. Roofing materials must be wood shakes or other material approved by the Committee. Variances below the minimum pitch requirement may be granted by the Committee.
 - c. Approval by the Committee of such plans, specifications, and location of buildings shall be endorsed on both sets of plans and specifications, and one set thereof shall be returned to the person submitting the same and the other set shall be retained by the Committee.
 - d. In the event that the proposed improvements be for the repairing and/or redecoration of the exterior of a structure, without remodeling the same or making additions thereto, it shall be necessary only to file the color scheme of such proposed work with

the Committee and have the same approved in writing by it prior to commencement of such repairs and/or redecoration.

- e. After such plans and specifications and other data submitted have been approved by the Committee, no building, garage, fence, wall, car port, or other structure of any kind shall be erected, constructed, placed, altered, or maintained upon said property unless the same shall be erected, constructed, placed, altered or maintained in conformity with the plans and specifications, color scheme, and plot plan theretofore approved by the Committee. If any building, garage, car port, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered, or maintained on said property other than in accordance with the plans and specifications, color scheme, and plot plan theretofore approved by the Committee, such erection, construction, placing, alteration, and maintenance shall be deemed to have been undertaken without approval of the Committee.
- f. Buildings or structures shall not be constructed of a building material that will cause the sunlight to be reflected therefrom; nor shall any building or other structure be painted with any paint or other substance that will cause the sunlight to be reflected therefrom.
- g. All plans for septic tanks to be installed in the subdivision shall first be submitted to the Architectural Control Committee for its approval. The Committee may base its decision on the installation of such septic tanks on the then existing or anticipated municipal, County, State, or Federal regulations regarding septic tanks or other methods of sewage disposal.

The purpose of this covenant is to give to the Committee control over the installation of septic tanks in the subdivision so as to make full use of the land in accordance with whatever regulations may be adopted by any governmental agency and the Committee will interpret this covenant in that manner.

- h. In the event of any ambiguity in the provision of these restrictions, the interpretation of the Cloud 9 Architectural Control Committee as to the meaning intended shall prevail.
- i. The Committee may withhold its approval for any of the following reasons:
 - 1. Non-compliance with any of the specific conditions and restrictions contained in these Restrictive Covenants;
 - or
 - 2. Reasonable dissatisfaction of the Committee with the location of the structure on the building site, or with the appearance of the proposed structure, or with the lot grading plan, having in mind the character of the neighborhood in which it is proposed to be erected, the materials of which it is to be built, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property or properties. However, the Committee shall act with all due promptness; in the event the Committee shall fail to approve or disapprove any matters submitted to it hereunder within thirty (30) days from such submission, then the submission shall be deemed to have been fully complied with.
- 2. No lots, other than those zoned, designated, or platted as town house or multi-family apartment, shall be subdivided into smaller lots or parcels of land. For the purpose of these restrictions, if one owner shall own two or more adjacent lots, such adjacent lots may be con-

sidered to be one lot with set backs to be measured from the perimeter thereof. Further, if two or more adjacent lots are under common ownership, the owner thereof may elect by written notice to the Committee to develop them as a single lot. In the event of such election they shall thenceforth be treated as a single lot for the purposes of these restrictions. Lots that are zoned, designated or platted as town house or multi-family apartments may be subdivided into smaller lots only upon the Architectural Control Committee's written approval.

3. When the construction of a structure 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 Act of God excepted, unless the written consent of the Committee is obtained for a longer period of time for construction prior to the commencement of construction.
4. No exposed concrete block, whether painted or otherwise, shall exist on any lot without the written consent of the Committee.
5. No old or second-hand building shall be moved on any lot in this subdivision; and no second-hand materials shall be used in the construction of any building thereof; except upon the prior written consent of the Committee.
6. No brush, trash, or other materials shall be burned except in compliance with the fire regulations of the appropriate regulatory agency.
7. Live trees having a diameter of six (6) inches or more measured one (1) foot above the ground, may not be removed without the prior written consent of the Committee.
8. Neither barbed wire or chicken wire shall be erected upon any lot in this subdivision.
9. No windmills or wind chargers shall be erected upon any lot in this subdivision.
10. 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 to the neighborhood.
11. No television or radio antennas located upon or above any lot shall be permitted to be visible from any adjoining lot or street in this subdivision without the prior written consent of the Committee; and no laundry upon or above any lot shall be permitted to be visible from any adjoining lot or street in the subdivision.
12. No garbage, refuse, junk, trash, or obnoxious or offensive material shall cause the same to be disposed of by and in accordance with accepted sanitary practices. All garbage or trash containers, oil tanks, gas tanks, and other facilities must be placed under ground or in walled-in areas. Garbage shall be disposed of in accordance with the regulations of the State of New Mexico and any of its subdivisions. Such garbage shall be removed by the lot owner to a sanitary land fill provided by Otero County or other governmental agency, by arrangement with Cloud 9, if said garbage removal service is made available by the developer, or by arrangement with another garbage removal service.
13. No animal or fowl of any description shall be raised, housed or kept on any lot; except that dogs, cats, or other household pets that are of such a nature as not to interfere with the safety and comfort of adjoining lot owners may be kept on a lot, provided that they are not bred or maintained thereon for any commercial purposes.
14. No outdoor-type toilet shall be erected or maintained in the sub-

division, except by prior approval of the Committee as outdoor portable toilets may be on the premises during the actual period of construction as may be required by State or Federal law. All toilets shall be located inside the principal buildings 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 abuts, it shall be incumbent upon the then lot owner to establish connection with said sewer system without delay, and thereafter to make use of the same to the exclusion of any other sewage system.

15. No work or exploration for any minerals or drilling for water or any minerals, or mining of any minerals or quarrying of any rock minerals, soil or material of any nature shall be conducted on any lot or portion thereof, nor shall any excavation of any nature be made upon any lot or portion thereof except as may be incident to the installation of utility services, drainage lines, excavations incident to the grading and preparation of building sites, the construction of dwellings and/or swimming pools, and the grading of roads and streets.
16. In the event the owner or purchaser of any lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to Cloud 9, Ltd., said Cloud 9, through its agents and employees, shall have the right to enter upon such lot and to repair, maintain, rehabilitate, and restore the premises and the exterior of any improvements situated thereon and the cost thereof shall be charged against the owner of said lot by notice to the lot owner or purchaser by regular mail addressed to his last address as shown on the records of Cloud 9, Ltd., and if the sum is not paid within thirty (30) days after such notice has been mailed, the amount due shall be and become a lien on the said lot when Cloud 9, Ltd., has caused to be filed or recorded in the office of the County Clerk of Otero County, New Mexico, an affidavit of non-payment of such sum in the form of a materialman's lien, and posting a copy of same upon said lot within one (1) year from the date of mailing of such notice the amount due. Such lien shall be foreclosed in the manner provided by the laws of the State of New Mexico for the foreclosure of materialman's liens.
17. Cloud 9 expressly reserves the right to make any reasonable and necessary changes in these restrictions to benefit the lot owners until no less than ninety percent (90%) of all lots in the subdivision have been sold, after which time there shall be no changes in any of these restrictions without the formal approval by written vote or no less than two-thirds (2/3) of the lot owners, such vote to be taken no sooner than five (5) days after one hundred percent (100%) of the lot owners have been fully informed in writing of any such proposed changes. Proposed changes in these restrictions requiring approval as aforesaid must be submitted in writing to the Architectural Control Committee, which Committee shall have the duty and responsibility to prepare and send complete copies of such proposed changes to all lot owners by mail addressed to their address as shown on the records of Cloud 9. Such copies shall be sent within fifteen (15) days of receipt by the Committee and deposit in the U.S. mail shall be considered as meeting this requirement. Voting on any proposed change may be by mail.
18. Cloud Country Club, Inc., is the owner, lessee or sub-lease of certain recreational facilities, including the Cloud Country Lodge and golf course, the ski area known as Ski Cloud Country, and recreational facilities including a stable, tennis courts, a swimming pool and trout ponds. Each buyer of a lot shall be entitled to the use of these facilities, and shall extend not only to the lot owner but to his or her spouse and with certain restrictions, their unmarried children under 21 years of age. There shall be two types of memberships:

- a. **Regular Members:** A regular membership in the Cloud Country Club shall entitle each lot buyer, subject to membership payments as herein stated, to the use of all facilities made available to the lot buyer by Cloud Country Club, Inc. This includes the use of the golf course now in place, and any future additions to said course, without charge for green fees, and the use of the lift facilities at Ski Cloud Country without charge for lift tickets for so long as the ski area is under the exclusive control of Cloud Country Club, Inc.
- b. **Social Members:** A social member shall be entitled to the use of all the facilities made available to the lot buyer by Cloud Country Club, Inc., subject to membership payments as herein-after stated. A social member will be required to pay green fees at the golf course and will be required to purchase lift tickets for use at Ski Cloud Country.

The monthly charge to each Regular Member for such services shall be \$15.00, and to each Social Member the charge shall be \$10.00. Said monthly charges shall be due and payable at the same time and in addition to the regular monthly installments on the purchase of each lot. After the purchase price of each lot has been paid in full, the monthly dues shall be paid on or before the 10th day of each month. The payments to be made by either a Regular or Social member may be made on an annual basis in advance, and if paid in full by January 10th of such calendar year, the annual charge for a Regular member shall be reduced to \$150.00, and for a Social member shall be reduced to \$100.00. In the event any of such dues become delinquent for thirty (30) days, the Cloud Country Club, Inc. or its agent may send a written notice of such delinquency to the lot owner by regular mail addressed to his or her last address as shown on the records of the club; and, if the delinquent dues are not paid within thirty (30) days after such notice has been mailed, the amount of such delinquent dues shall be and become a lien on the above described lot when the Club or its agent has caused to be filed in the office of the County Clerk of Otero County, New Mexico an affidavit of the non-payment of such dues or assessments in the form of a materialman's lien and posting a copy of same upon said lot within one (1) year from the date of mailing of such notice of delinquent dues. Such lien may be foreclosed in the manner provided by New Mexico law for the foreclosure of materialman's liens.

A Social member may change his or her membership from Social to Regular by notifying the management of Cloud Country Club, Inc. and by further paying the increased monthly charge, and by paying to Cloud Country Club Inc. a fee of \$50.00 for such membership change. A Regular member may change his or her membership to a Social member by notifying the management of Cloud Country Club, Inc., as set forth in the preceding sentence, and by paying to Cloud Country Club, Inc. a fee of \$50.00 for such membership change.

The Social or Regular membership held by any owner or purchaser of a lot in said subdivision, shall not be transferred, pledged, hypothecated, or alienated in any way except upon the sale of such lot, and then only to the new purchaser 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 membership in the new lot owner. A fee of \$25.00 will be charged by Cloud Country Club, Inc. to show transfer of the membership on the records of Cloud Country Club, Inc. The Board of Directors of Cloud Country Club, Inc. may increase the dues set out herein by an amount comparable to the increases in the cost of living as compared to December 1974. The index to be used for this purpose is the "All Items in Commodity Groups" published by the U.S. Bureau of Labor Statistics. If such index is discontinued comparable statistics shall constitute the index. The Board of Directors of Cloud Country Club, Inc. may increase or decrease the dues above set forth provided the dues charged do not exceed the dues charged by other comparable country clubs in the region.

19. At such time as Cloud 9 has water lines installed, Cloud 9 or its designee will charge a stand-by water fee, initially set at \$5.00 per month, to each lot with water service available to it regardless of whether the water service is actually hooked up and regardless of whether any water is actually used on the lot. Cloud 9 may install a water meter at its discretion, and the cost of such meter and installation will be the responsibility of the lot owner. If such meter is installed, a charge of \$6.50 per month will be made for up to the first 5,000 gallons of water used each month and \$1.25 for each additional 1000 gallons of water used each month. Water use and standby charges set out herein may be increased by an amount comparable to the increases in the cost of living as set out in Section 18 above. Water rate increases in excess of the cost of living increases must be approved by an appropriate governmental agency prior to implementing same. Water may be used for normal household and business purposes and not for irrigation. The minimum charge for water will be made whether or not any water is actually used. Water charges shall be due and payable within ten (10) days after bill for same is tendered and said charges shall constitute a materialman's lien which may be foreclosed in the manner provided by New Mexico law for the foreclosure of materialman's liens.
20. At such time that Cloud 9 has installed a sanitary sewer system, each lot owner will be required to connect to said system into his or her lot prior to street surfacing. A stand-by charge comparable to the water stand-by charge set out in Section 19 herein may be charged by Cloud 9 or its designee and said charge may be increased and foreclosed in the same manner as water charges as set out in Section 19 herein.
21. In the event that a lot owner constructs, or causes to be constructed, a driveway across side ditches, a minimum fifteen (15) inch culvert with a minimum of twelve (12) inch cover shall be installed by the lot owner.
22. These covenants, and the following covenants covering residential and commercial restrictions, 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 ten (10) 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 then owners of the lots in the subdivision has been recorded agreeing to change said restrictions in whole or in part or releasing any portion of the property in said subdivision from any one or more or all, of said Restrictive Covenants.
23. All of the Restrictive Covenants contained herein, and the following covenants covering residential and commercial restrictions, 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 and for the Architectural Control Committee and/or Cloud 9, Ltd., and Cloud Country Club, Inc. 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, or after, means any individual, partnership, firm, company, trust, association, corporation, or other entity of whatsoever nature.
24. Invalidation of any one of these covenants, or the following covenants covering residential and commercial restrictions, shall in nowise affect any of the other provisions hereof, which shall remain in full force and effect.

II. RESIDENTIAL

All of the above General Covenants apply to these Residential Covenants in addition to the following:

1. Single family:

- a. There shall not be erected on any one lot zoned, designated or platted as single family residential more than one (1) single private family dwelling house together with the necessary appurtenant attached building such as servant quarters, garages, and car ports customarily used in connection therewith. No structures shall have more than two (2) stories unless otherwise approved by the Architectural Control Committee.
- b. No single private family dwelling house 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 lines, except that upon written application to the Committee, if the configurations and topography permit, a variance may be granted from said set backs.
- c. All single private family dwelling houses, exclusive of garage, car ports, patios, terraces and porches, shall be constructed or maintained with a heated living area of not less than 900 square feet.
- d. All single private dwelling houses must provide for parking for two (2) standard size American automobiles (not compact size) on each lot by the property owner. Parking spaces must be used instead of on-street parking. Upon written application to the Architectural Control Committee prior to construction, a variance may be granted from said parking requirements.
- e. No signs of any character shall be permitted to be placed or maintained on any single family residential lot except a sign not larger than 72 square inches setting forth the name of the owner or occupant of said lot. All other signs are prohibited on any single family residential lot without prior written approval of the Committee.
- f. Cloud 9 reserves easements over or under the surface, or both, required for the installation and maintenance of electric lines, telephone lines, water lines, sewer lines, both storm and sanitation, gas lines and for all other utilities, both public and private, with the right to assign such easements. The easements herein reserved shall consist of a ten (10) foot strip of land along the rear lot line and ten (10) foot strip of land along each side line of each lot, thus reserving in Cloud 9 an easement of twenty (20) feet along the rear lot line and twenty (20) feet along the side lot lines when two abutting lots are considered. Except, along a rear lot line of an exterior lot, the easement will be fifteen (15) feet.

2. Multi-Family:

- a. There shall not be erected on any one lot zoned, designated or platted as multi-family more than one (1) multi-family structure. This structure will not be more than a duplex, a dwelling for two families with separate dwelling facilities for each of the two (2) units together with necessary and appurtenant attached buildings such as servant quarters, garages, and car ports customarily used in connection therewith. No structure shall have more than two (2) stories unless otherwise approved by the Architectural Control Committee.

- b. No multi-family dwellings 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, no nearer than twenty (20) feet to the back lot lines, except that upon written application to the Committee, if the configurations and topography permit, a variance may be granted from said set backs.
 - c. All multi-family dwellings, exclusive of garage, car ports, patios, terraces and porches, shall be constructed or maintained with a heated living area of not less than 700 square feet in each dwelling unit.
 - d. All multi-family dwellings must provide for parking for four (4) standard size American automobiles (not compact size) on each lot by the property owner. Parking spaces must be used instead of on-street parking. Upon written application to the Architectural Control Committee prior to construction, a variance may be granted from said parking requirements.
 - e. No signs of any character shall be permitted on any multi-family lot except two (2) signs no larger than 72 square inches each setting forth the names of the owners or occupants of the dwelling units or owner of the lot. All other signs are prohibited on any multi-family lot without prior written approval of the Committee.
 - f. Cloud 9 reserves easements over or under the surface, or both, required for the installation and maintenance of electric lines, telephone lines, water lines, sewer lines, both storm and sanitation, gas lines and for all other utilities, both public and private, with the right to assign such easements. The easements herein reserved shall consist of a ten (10) foot strip of land along the rear lot line and a ten (10) foot strip of land along each side line of each lot, thus reserving in Cloud 9 an easement of twenty (20) feet along the rear lot line and twenty (20) feet along the side lot lines when two abutting lots are considered. Except, along a rear lot line of an exterior lot, the easement will be fifteen (15) feet.
 - g. It may be permissible, under certain circumstances and with prior approval of the Architectural Control Committee, to utilize a multi-family lot for single private family purposes.
3. Townhouse:
- a. There shall not be erected on any one (1) lot zoned, designated or platted as Townhouse more than four (4) townhouses together with the necessary appurtenant attached buildings such as servant quarters, garages and car ports customarily used in connection therewith. No structure shall be more than two (2) stories unless otherwise approved by the Architectural Control Committee.
 - b. No townhouse structure shall be erected, constructed, placed or maintained on any lot nearer than fifteen (15) feet to the front lot line, nearer than fifteen (15) feet to the rear lot lines, nor shall the end units of any townhouse complex be nearer than ten (10) feet to the side lot line. No such townhouse complex shall cover more than sixty (60) percent of the lot area. Upon written application to the Committee, if the configurations and topography permit, a variance may be granted from said set backs.
 - c. All townhouse structures, exclusive of garages, car ports, patios, terraces, and porches, shall be constructed or maintained with a heated living area of not less than 800 square feet in each townhouse unit.
 - d. All townhouse structures must provide for parking for two (2) standard size American automobiles (not compact size) for each dwelling unit

by the property owners. Parking spaces must be used instead of on-street parking. Upon written application to the Architectural Control Committee prior to construction, a variance may be granted from said parking requirements.

- e. No signs of any character shall be permitted to be placed or maintained on any townhouse lot except a sign for each townhouse unit not larger than 72 square inches setting forth the name of the owner or occupant of said townhouse unit or owner of the lot. All other signs are prohibited on any townhouse lot without prior written approval of the Committee.
- f. Cloud 9 reserves easements over or under the surface, or both, required for the installation and maintenance of electric lines, telephone lines, water lines, sewer lines, both storm and sanitation, gas lines, and for all other utilities, both public and private, with the right to assign such easements. The easements herein reserved shall consist of:
 - i. A ten (10) foot strip of land along the rear lot line, except exterior lots where the easement will be fifteen (15) feet.
 - ii. A ten (10) foot strip of land along each side line of each exterior, or end, lot in the group.

Interior townhouse lot side line easements are not set forth due to the nature of common walls of townhouses.

- g. It may be permissible under certain circumstances and with prior approval of the Architectural Control Committee, that if one (1) owner owns enough townhouse lots to form a buildable single family residential lot, to utilize these lots for single private family dwelling house purposes.

III. COMMERCIAL

All of the above General covenants apply to these Commercial covenants in addition to the following:

1. There shall not be erected on any one (1) lot zoned, designated or platted as Commercial more than one commercial structure. No structure shall have more than two (2) stories unless otherwise approved by the Architectural Control Committee.
2. No commercial structure shall be erected, constructed, placed or maintained on any lot nearer than thirty (30) feet to the front lot line, nor nearer than twenty-five (25) feet of the rear lot line. Due to the nature of side line construction in commercial construction each side lot line setback will be acted upon by the Architectural Control Committee.
3. All commercial structures exclusive of porches and terraces, shall be constructed or maintained with a heated business area of not less than 800 square feet.
4. Parking for one standard size American automobile (not compact size) must be provided for each 200 square feet of floor space for each commercial building by the property owner. All parking areas, access drives and loading areas shall be paved and property graded to assure proper drainage. Parking spaces must be used instead of on-street parking. Upon written application to the Architectural Control Committee prior to construction, a variance may be granted from said parking and paving requirements.
5. All signs on commercial lots must be approved by the Architectural

Control Committee prior to their erection. All signs shall be attached to the store front in such a manner as to render the sign parallel with the store front and protruding no more than six (6) inches from said store front. No sign shall be more than three (3) feet in height and ten (10) feet in length, or contain more than thirty (30) square feet of surface area. Signs shall be made of a wooden material such as not to reflect sunlight or indirect lighting. No sign shall be of a direct lighting type such as neon. All sign lighting shall be of the indirect, or spot type. The signs should be made to blend with the architecture of the building and area. Upon written application to the Architectural Control Committee, a variance may be granted from said commercial sign requirements.

6. Cloud 9 reserves easements over or under the surface, or both, required for the installation and maintenance of electric lines, telephone lines, water lines, sewer lines, both storm and sanitation, gas lines, and for all other utilities, both public and private, with the right to assign such easements. The easements herein reserved shall consist of:

1. A ten (10) foot strip of land along the rear lot line, except exterior lots where the easement will be fifteen (15) feet.
11. A ten (10) foot strip of land along the exterior side lines of the end or corner lots in each block.

Interior commercial lot side line easements are not set forth but may be required by the Architectural Control Committee prior to constructing a building on the lot.

7. No lot shall be used except for commercial purposes, except under certain conditions and with the prior approval of the Architectural Control Committee said commercial lots may be used for single family residential, multi-family residential or townhouse purposes. Commercial purposes shall be deemed to include the following:
- a. Appliance store
 - b. Art or Antique shop
 - c. Arts and Crafts shop
 - d. Retail Bakery shop or Confectionary store
 - e. Banks
 - f. Barber and Beauty Salon
 - g. Cleaners or Laundry
 - h. Drug store
 - i. Florist or Gift shop
 - j. Furniture store
 - k. Gift shop
 - l. Grocery store
 - m. Hardware or building material store
 - n. Jewelry store
 - o. Liquor store or lounge
 - p. Pet store
 - q. Photography shop
 - r. Print shop
 - s. Professional offices
 - t. Restaurant or cafe
 - u. Saddlery
 - v. Service Station
 - w. Shoe repair
 - x. Sporting goods store
 - y. Other uses that the Architectural Control Committee may, from time to time, approve within the area.

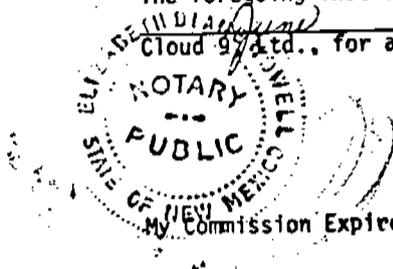
WITNESS our hands and seals this 13 th day of June, 1975.

CLOUD 9, LTD.

by: [Signature]
General Manager

STATE OF NEW MEXICO)
COUNTY OF OTERO) SS

The foregoing instrument was acknowledged before me this 13 th day of June, 1975, by Ira Rupp, Jr., General Manager of Cloud 9, Ltd., for and on behalf of said limited partnership.



Elizabeth Deane Howell
Notary Public

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

8653

This 16 day of June 1975
At 11:00 o'clock AM and duly recorded
In Book No. 418 Page 306-16 of
the records of Otero County, New Mexico.

Frankie Dean
County Clerk, Otero County, New Mexico
By Ruby Clutter Deputy

