

RESOLUTION OF BOARD OF DIRECTORS

WHEREAS the regular meeting of the Board of Directors of the Cloud Country West Units II & III Property Owners Association occurred on February 17, 1990 at 1:00 PM; and,

WHEREAS the results of the election to amend to the restrictive covenants for Cloud Country West Units II & III were presented to the Board for canvassing; and,

WHEREAS of the 100 lots in Unit II, the owners of 70 lots voted in favor of the amended restrictive covenants attached to this resolution; and,

WHEREAS of the 132 lots in Unit III, 97 lots voted in favor of amending the restrictive covenants as set forth in the text attached hereto; and,

WHEREAS the Board has inspected the ballots and record of ownership of the lots comprising Units II & III of Cloud Country West, a subdivision of Otero County, New Mexico; and,

WHEREAS the report of the election results and the ballots themselves appear to be proper and regular;

NOW THEREFORE BE IT RESOLVED that the restrictive covenants affecting Cloud Country West Units II & III, Otero County, New Mexico, pursuant to the authority for amendment set forth in the original restrictive covenants, are hereby

EXHIBIT 1000

amended and superceded by the restrictive covenants attached to this resolution and bearing the signature of the Association President.

James H. Owen  
JAMES H. OWEN, President  
Cloud Country West Property  
Owners Association

ATTEST:

Carl H. Baker  
Secretary

STATE OF NEW MEXICO )  
COUNTY OF SHERMAN ) ss.

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of February, 1990, by James H. Owen President and C. G. Baker, Secretary of Cloud Country West Property Owners Assn. P.A.A. a New Mexico corporation, on behalf of said corporation.

Frank H. Hoes  
Notary Public

My commission expires:  
Nov 16, 90

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CAMERA OPERATOR Robin M. Silva  
DATE 4-2-90

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AMENDED RESTRICTIVE COVENANTS  
CLOUD COUNTRY WEST SUBDIVISION, UNITS II & III

As of February 17, 1990.

these amendments, having been adopted by due process by the property owners of Unit II and the property owners of Unit III respectively, are the Restrictive Covenants of Cloud Country West Unit II & III Property Owners Association.

The undersigned, Cloud Country West Units II and III Property Owners Association (hereinafter referred to as "C.C.W. Units II & III P.O.A."), governed by a Board of Directors elected by the members of the Property Owners Association, the membership of which includes owners, as defined herein, of lots in Cloud Country West Units II & III subdivision located in Otero County, New Mexico, (hereinafter referred to as "C.C.W. Units II and III"), plats of land of which were recorded (Unit II) in Book 19, Pages 53 thru 56 of the Records of Otero County, New Mexico, on the 4th day of November, 1975, and (Unit III) in Book 22, of Pages 27 thru 30 of the Records of Otero County, New Mexico, on the 6th day of June, 1978, do hereby consent and agree that the following Amended Restrictive Covenants shall be in full force and effect upon all property within Cloud Country West Units II & III Subdivisions, from the date of recording this instrument, to-wit:

1. PROPERTY OWNERS ASSOCIATION:

A. All persons owning an interest in any lot or lots in C.C.W. Units II & III, which interest gives them the right to occupy and use the lot or lots, shall be members of the C.C.W. Units II & III P.O.A., a New Mexico nonprofit corporation. Each lot, no matter how many persons are owners, shall have one vote in any official election concerning these covenants.

B. The C.C.W. Units II & III P.O.A. shall, through its Board of Directors, within the limits of its powers in the P.O.A. By-Laws:

1. Develop procedures for administering and improving the common areas within the subdivision;
2. Enforce these Restrictive Covenants in a manner determined by its Board of Directors, in its sole discretion;
3. Impose reasonable dues, assessments and other charges as necessary to carry out its functions and enforce collection of those charges;
4. Act on appeals from decisions of the Architectural Control Committee;

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PLANNING AND ZONING

5. Enact and enforce reasonable regulations on the conduct and activities of persons on subdivision property;

6. Enter any lot for the purpose of removing any hazardous or diseased trees and enter upon any vacant or unattended lot for the purpose of mitigating a safety, fire, or health hazard without liability for trespass or for any property removed;

7. Determine the logical location for and placement of the common water system, utility lines, and storm drainage facilities, and all lots are subject to utility easements as may be necessary for those purposes; and,

8. Have such other powers, duties, and responsibilities granted by law and custom to non-profit corporations similarly situated.

11. RESTRICTIONS ON USES OF LAND:

A. No lot shall be used for any purpose other than for parking a recreational vehicle or mobile-home. No lot shall be used by its owner as a permanent residence. No "homemade" unit shall be placed on a lot. Recreational Vehicles are acceptable. Mobile Homes are acceptable providing they are (1) in demonstrated compliance with the State of New Mexico's Environmental Improvement Division in regards to waste effluence, (2) no longer than fifty (50) feet, (3) placed on a property in compliance with the existing association covenants, with no variance(s) given, regarding setback(s), and (4) in good repair. The term "recreational vehicles" shall only include factory manufactured motorhomes, pickup campers, travel trailers (to include "park models") up to forty (40) feet in length, vans, and van conversions. Pickup camper shells being removed from a pickup and set on a lot are prohibited.

B. There shall be no permanent structures constructed on any lot, or combination of lots, with the following exceptions (which must be approved by the Architectural Control Committee utilizing guidelines developed by the B.O.D.):

1. A storage unit not to exceed 100 square feet of floor space, which shall be susceptible to removal from the lot, and which in appearance shall be neat and either of metal texture compatible with the dwelling unit, or wood compatible in texture and color to the natural forest setting;

2. Snow roofs over dwelling unit and/or deck, decks, and other auxiliary structures, constructed within the "Deck-Snow Roof/Detached Deck Guidelines" as published

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or the Board of Directors as per the General Membership approved policy (referendum of August, 1987).

D. All property lines shall be kept free and open to one another and no fences shall be permitted on any of the lots or lot lines except where in the opinion of the Architectural Control Committee, such fence or enclosure would be in keeping with the character and integrity of the area.

D. No more than one (1) recreational unit (a recreational vehicle or a mobile home) is permitted on any one lot. A "guest unit" may be located on a lot for a maximum of 16 consecutive days and not on any on-going or regular basis.

E. Every recreational vehicle and storage unit shall be parked or placed on any lot, or combination of lots, not less than fifteen (15) feet from the edge of any adjoining street line or designated pathway. Front, rear, and side setbacks on all lots with respect to structures and units shall be:

1. Fifteen (15) feet from the front line of each lot abutting a street
2. Ten (10) feet from each lot side lines
3. Ten (10) feet from the rear line of each lot.

Where more than one lot is owned by a single person (or person and spouse), the lots may be considered as one for location of structure and units.

F. No change in ground level may be made on any lot in excess of two (2) feet in height or in depth over the natural existing elevations without prior approval of the Architectural Control Committee utilizing guidelines given by the B.O.D.

G. No live tree of more than four (4) inches diameter at breast height is to be cut, killed, or removed from any lot without permission of the Architectural Control Committee utilizing guidelines given by the B.O.D.

H. No person shall construct any improvements without the approval of plans for the improvements by the Architectural Control Committee utilizing guidelines given by the B.O.D.

I. No lot shall be used for commercial purposes or any purpose other than residential. Renting or leasing of a lot is prohibited.

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J. The use of motorcycles, mini-bikes, motor bikes, motor scooters, snowmobiles, drag racers and motor vehicles which create loud and obnoxious noises shall be prohibited within the subdivision. No vehicle may be operated off established easements and roads.

K. No outside toilet or outhouse, whether of a permanent or temporary nature shall be permitted on any lot.

L. The owner of any lot, his heirs, devisees or assigns, shall not subdivide any lot and convey a part thereof to any other person, firm or corporation, it being understood that this covenant shall prevent any further reduction in size of individual lots and prohibit a conveyance of a part of any individual lot.

M. All owners shall practice conservation of water, use water for domestic consumption only, and not transport water outside of the association's boundaries.

N. In the event the owner or purchaser of any lot shall fail to maintain the premises and the improvements situated thereon in a manner decided by the Board of Directors C.C.W. Units II & III as not being in compliance with the provisions of guidelines set forth by the Association, the Board of Directors through its agents and employees, shall have the right, after thirty (30) days certified mail notice, 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, plus any costs and attorney's fees involved, shall be charged against the owner of the lot by notice to the lot owner or purchaser by regular mail addressed to his last address as shown on the records of the Property Owners Association. 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 lot when the Board of Directors 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 plus attorney's fees and costs in the form of a materialman's lien. 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 and the owner shall be responsible for payment of the reasonable attorney's fees and costs incurred by the Property Owner's Association.

### III. DUES AND ASSESSMENTS

a. All members of the C.C.W. Units II & III P.O.A. shall pay maintenance fees, membership dues, and any special assessments as set out by the By-Laws of the Association and/or policies of the Association, for water, maintenance, improvements, and repairs of water systems, roads, and

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common area; membership fees, and any specific projects approved by the Association. Maintenance fees will be paid annually. Any maintenance fees which are not paid by the due date as set forth in the B.O.D. (the account) shall be assessed a penalty fee which shall be set by the B.O.D. The Property Owners Association shall have a lien against the lot or lots, the owners of which dues, fees, and assessments are delinquent after one year and after a warning letter has been sent to the parties in question stating intent to file a lien, plus any reasonable attorney's fees and costs associated with preparing, perfecting, and foreclosing the lien, all in the manner provided by law for filing, recording, and foreclosing water main liens.

The C.O.W. Units II & III P.O.A. Board of Directors shall assess the cost of action taken to bring a lot into compliance with these covenants against the owner of the lot. The Property Owners Association shall have the same means of enforcement and collection of those assessments as it does for any other assessment, dues, or charges.

IV. ARCHITECTURAL CONTROL

The C.O.W. Units II & III P.O.A. Board of Directors shall appoint an Architectural Control Committee which shall consist of five (5) members of the Association in good standing. The chairperson must be a member of the then current Board of Directors and the other four (4) members shall not be officers or directors.

The committee shall be appointed at the first meeting of the Board after the annual general meeting. In the circumstance of a vacancy on the committee, the Board of Directors shall appoint a person to fill out the term of the vacated office.

The term of office shall be three years. The terms shall be staggered beginning with the first appointment where one will serve an initial one-year term, two will serve an initial two-year term and one will serve a three-year term. The selection of the initial terms (3, 2, or 1 years) for each initial member shall be by appointment of the Board of Directors.

No monetary compensation shall be paid except for reimbursement for out-of-pocket expenses incurred in the process of doing Association business that is approved by the Board of Directors.

Any member of the Architectural Control Committee may be removed for cause by a 2/3 majority of the entire membership of the Board of Directors whenever in its judgment the best interest of the Association would be

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gained thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of any Architectural Control Committee member shall not in itself create such contract rights. Reasons for removal shall include, but not be limited to, misconduct and failure to fulfill duties of his/her office.

F. The Architectural Control Committee reserves the right to permit reasonable variances and adjustment of these Restrictive Covenants in order to overcome practical difficulties and to prevent or mitigate unnecessary hardships in the application of the provisions contained herein within the guidelines established by the Board of Directors. No construction permit will be issued unless the party in question is current regarding all dues, fees, and assessments.

G. The Architectural Control Committee shall:

1. Meet from time to time to review variance requests;
2. Grant or deny, with rationale, variance requests within a reasonable length of time;
3. Report regularly to the Board of Directors all variance requests and the committee's resolution of them; and,
4. Develop and enforce a due process variance application procedure, approved by the Board of Directors and communicate that procedure to the general membership. This procedure shall provide that the applicant for the variance pay a reasonable fee to defray the cost of the variance procedure.

H. Any owner aggrieved by a decision of the Architectural Control Committee may appeal to the C.D.M. Units II & III P.O.A. Board of Directors by giving notice thereof to the Architectural Control Committee, the Board Secretary, and any other interested persons within fifteen (15) days of the decision of the Architectural Control Committee. The Board shall consider the appeal at its next regular meeting unless the circumstances or undue hardship justify the expense and inconvenience of a special Board meeting. Appellant shall bear the cost and expense of any special Board meeting called at Appellant's request as a condition of hearing his appeal. A vote of two-thirds (2/3) of the Board of Directors present and voting is necessary to reverse a decision of the Architectural Control Committee.

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## V. CHANGES, AMENDMENTS, AND MISCELLANEOUS:

A. The Board of Directors C.C.W. Units II & III P.O.A. reserves the right to propose any reasonable and necessary changes, additions, or deletions in these Restrictive Covenants to benefit the members with the formal approval by a majority of lot owners. Voting by lot owners shall take place no sooner than 30 days after all (100%) of the lot owners have been fully informed in writing of such proposed change(s). Such notice deemed to be delivered when deposited in the U.S. Mail addressed to the member at his/her address as it appears on the records of the association with postage thereon prepaid. Voting on any proposed change may be by mail. Fifteen days after the mailing of ballots to lot owners will be the last day a completed ballot will be accepted for official tally by the Board of Directors. The recording in the office of the Clerk of Otero County, New Mexico, of a document acknowledged by the President of the Board of Directors and attested by the Secretary reciting completion of this procedure and the required majority vote shall be conclusive evidence of the regularity of the procedure and of the amendment of these covenants in the manner set forth therein.

B. These covenants are to run with the land and will be binding upon the Board of Directors of C.C.W. Units II & III P.O.A. and all persons claiming under them, their heirs, successors, and assigns.

C. All of the Restrictive Covenants contained herein 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 the boundaries and/or for the Board of Directors C.C.W. Units II & III P.O.A. 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 unsuccessful party in such litigation shall pay the costs and reasonable attorney's fees of the prevailing party.

D. Invalidity of any one of these covenants shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

E. In the event of any ambiguity in the provisions of these restrictions, the interpretation of the Board of Directors C.C.W. Units II & III P.O.A. as to the meaning intended shall prevail.

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STATE OF NEW MEXICO

WITNESS our hands and seals this 17 day of February, 1990.

Cloud Country West Units II & III P. O. A.

By: James H. Owen  
President (Property Owners Assn.)

STATE OF NEW MEXICO )  
COUNTY OF OTERO ) SS

The foregoing instrument was acknowledged before me this 17 day of February, 1990, by James H. Owen, President of Cloud Country West Units II & III P. O. A. for and on behalf of the corporation.

My Commission Expires: Nov. 16, 1990  
Walter H. Wilson  
Notary Public

STATE OF NEW MEXICO ) ss.  
OTERO COUNTY

FILED FOR RECORD IN MY OFFICE

This 30 day of March, 1990

At 1:30 o'clock P.M. and duly recorded

in Book No. 625, Page 703-812

the records of Otero County, New Mexico

James H. Owen  
County Clerk, Otero County, New Mexico

by [Signature] Deputy

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