

D E E D

WHEREAS, the Cloudercroft Company, a corporation organized under the laws of New Mexico, the first party, has acquired the ownership of a large portion of that certain real estate, designated and known as Cloudercroft, according to the amended map thereof filed in the office of the Probate Clerk and ex-officio Recorder of Otero County, New Mexico, and contemplates the acquirement and subdivision into lots, blocks, tracts, streets and alleys, of other real estate contiguous thereto and within the exterior limits shown and represented on said map so filed, and the sale and disposition of such property for purposes of homes and for resort, and with the view of having the same at all times controlled along police and sanitary lines and in the matter of streets, alleys, parks and highways and the public improvement thereof, by the owners of property therein, and for such purposes has adopted the plan for the government thereof as is hereinafter recited. And

WHEREAS, the first party has agreed and hereby agrees with Gerald D. Champion, trustee, for himself, P. B. Hendricks, G.V. Clayton, H. F. Carr, A.C. Neill, J. K. Goggin, E. G. Magruder, the second party, and the heirs and assigns thereof, that all of the lands now owned by the first party and so represented on said map, and also all other lands contiguous thereto within the exterior boundaries of said entire tract as represented in said map, which may be hereafter acquired and conveyed by said first party, shall be sold and conveyed upon the same terms, conditions and restrictions hereinafter named and required of the second party, except that the restrictions against horses, cows, mules, domestic animals and fowls shall not apply in any of that territory lying south of the center of Chautauqua Canon or east of a north and south line passing through the junction of said Chautauqua Canon and Cloudercroft Canon, and north of the third correction line, and also except that the first party herein reserves the right to manufacture, sell or dispose of intoxicating liquors upon Blocks One, Two and Three, as represented on said map, or to authorize or permit other persons so to do, but has agreed and covenanted to and with the second party that it will not itself exercise such right or permit or authorize any one else so to do upon any other of the property now owned or which may thereafter be acquired by it within the exterior limits represented on said map;

NOW, THEREFORE, for and in consideration of the premises and the sum of One and no/100 (\$1.00) dollars to it in hand paid by the second party, the receipt whereof is hereby acknowledged, and also in consideration of the covenants and agreements of the second party to be binding upon the second party and all persons deriving or claiming any interest, claim, or title from or subsequent to said second party, and which covenants and agreements are hereby made with the first party and all persons who heretofore have, or hereafter may derive title through the first party or its successors to any real estate contained in Cloudercroft, that a fence may be maintained by the first party or the property owners, on the north boundary line of South Burro Avenue and separating the same from North Burro Avenue in North Cloudercroft, and such other fences in and about Cloudercroft as the Directors hereafter provided for shall establish, and that intoxicating liquors shall never be manufactured or sold as a beverage or as a medicine or otherwise disposed of in any place of public resort upon said premises or any part thereof, and that no horses, mules, burros, cows, sheep, goats, swine or any other domestic animal or any fowl shall ever be kept upon any portion of such premises (unless the tract hereby conveyed is outside of the boundaries heretofore defined within which the keeping of such animals is prohibited), and that such premises or any part thereof shall never be used for immoral purposes or for purposes of trade or commerce, boarding houses and hotels excepted; and also in consideration of the covenant and agreement of the second party that the second party and the heirs, successors, and legal representatives and all persons subsequent in interest thereto, shall possess, hold, enjoy, use, own and control said premises

and every portion thereof, subject to a compliance with the rules, regulations and restrictions which may be provided, adopted, or determined for the enforcement of police and sanitary purposes or the improvement, regulation or control of streets, alleys, parks and highways by the Directors hereafter provided for, and also well and truly pay as required by such Directors, or the property owners within Cloudercroft, all taxes, assessments or charges duly assessed, levied, or determined upon by such Directors or property owners in aid of, or for the purpose of carrying into effect such police and sanitary purposes, or for the improvement or regulation of said streets, parks, alleys or highways, in the manner and way herein recited, has granted, transferred and conveyed, and by these presents does grant, transfer and convey unto said Gerald ^{D.} Champion, trustee for himself, P.B. Hendricks, G.V. Clayton, H.F. Carr, A.C. Neill, J.M. Goggin, E.G. Magruder, the second party, and the heirs and assigns thereof forever, the following described real estate lying and being situated in the said tract known as Cloudercroft, in the County of Otero, and

State of New Mexico, viz.: That part of Block 3 (north 1/3) not conveyed by deed to T.J. Pittman; Lots 1, 2, 3, 4, 5, 6, the west 30 feet of 7, 15, 16, 17, 18, 19, 20, 21 and 22 of Block 4; Lots 7 and 8 in Block 10; Lots 7, 9, 10, 11, 12, 13 and 14 in Block 11; Lots 7, 8, 9, 10, 11, 12, and 13 in Block 12; Lots 6, 7, 8, 9, 10, 11, 12 and 13 in Block 13; Lots 6, 7, 8, 9, 10, 11, 12 and 13 in Block 14; Lots 1, 6, 7, 8, 9, 10, 11, 12 and 13 in Block 15; Lots 6, 7, 8, 9, 10, 11, 12 and 13 in Block 16; Lots 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 in Block 17; Lots 5, 9, 12, 14 and 15 in Block 20; Lots 5 and 11 in Block 22; Lots 3, 4 and 6 in Block 23; Lots 5, 6 and 11 in Block 25; Lots 6, 7, 8, 11, 12 and 13 in Block 28; Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23 in Block 34; Lot 1 in Block 35; Lots 1, 2, 3, 4, 5, 6, 17, 18, 19, 20, 21 and 22 in Block 36; All of Block 37; All of Block 38; All of Block 39; All of Block 40; All of Block 41; All of Block 42; All of Block 43; Lots 1, 2, 3, 7, 8, 9, 10, 11, 12, 13, 14 and 15 in Block 44; Lots 3, 4, 5, 6, 7 and 8 in Block 46; All of Block 47; All of Block 48; All of Block 49; All of Block 50; All of Block 51; All of Block 52; Lots 6, 7, 8, 9, 10 and 11 in Block 53; Lots 3, 4, 5, 6, 7 and 8 in Block 55; All of Block 56; All of Block 57; All of Block 58; All of Block 59; All of Block 60; All of Block 61; All of Block 62; All of Block 63; All of Block 64; All of Block 65; All of Block 67; All of Block 68; All of Block 69; All of Block 71; All of Block 72; All of Block 74; Block 75; Block 76; Block 77; Block 78; Lot 8 in Block 100; Lots 7, 8 and 9 in Block 101; Lot 9 in Block 102; Lots 3 and 5 in Block 103; All of Block 104; All of Block 105; All of Block 106; All of Block 107; That portion of Block 108 (the west part) not conveyed by deed to the United States of America; All of Block 109; All of Block 110; All of Block 111; All of Block 112; All of Block 113; Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 114; Lots 3, 4, 5, 6, 7, 8, 9 and 10 in Block 115; All of Block 116; All of Block 117; All of Block 118; All of Block 119; All of Block 120; All of Block 121; All of Block 122; That portion of Block 123 (the west part) not conveyed by deed to the United States of America; All of Block 126; All of Block 127 except the east part of lot 3 which has been conveyed by deed to the United States of America; Zenith Park; That part of Scenic Park not conveyed by deed to the United States of America; Llana Vista Park. Together with all interest of every kind and character which the first party now owns, or which may hereafter become vested in it by virtue of any contract, agreement, condition or right now existing in and to or concerning any other real estate, parks, public places, streets or alleys, lots or blocks within the boundaries of said Place of Cloudercroft, as represented on the amended map thereof so on file in the office of said Probate Clerk; also all of the following described real estate lying and being situate in said County of Otero, and being described according to Government subdivisions: Part of Lots 3 and 4 containing 1.65 acres, Part of Lot 7 containing 3.14 acres, Part of Lot 10 containing 17.83 acres, Part of Lot 11 containing 8 acres, not included in either the Town of North Cloudercroft or the Place of Cloudercroft; Lot 14 containing 40 acres, The West 1/4 of Lot 15 containing 20 acres, Lot 19 containing 40 acres; Less 3 acres in a strip 10 feet on each side of the Southern Pacific Pipe line conveyed by deed to the Southern Pacific Company, All in Section 5, Township 16 South, Range 12 East, N.M.P.M. Part of Lot 1 containing 3 acres, Part of Lot 8 containing 3 acres, Part of Lot 9 containing 16 acres, Part of Lot 16 containing 6 acres, Part of Lot 17 containing 6 acres; not included in either the Town of North Cloudercroft or the Place of Cloudercroft; All in Section 6, Township 16 South, Range 12 East, N.M.P.M.

Also all other real estate or rights therein or to the possession thereof, which the first party may own or have in and to any and all other real estate, whether above particularly described or not.

according to the amended map of said tract so filed in the office of the Probate Clerk and

(8.80 Revenue Stamps Affixed and Cancelled.)

ex-officio Recorder as aforesaid, reserving, however, therefrom, a right of way for a pipe line for carrying water over and across said land, and to at all times enter thereon to construct or maintain the same.

Together with the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD, the premises above conveyed unto the second party, the heirs and assigns thereof forever; subject, however, to a full compliance with the foregoing covenants restrictions and agreements with reference to the manufacture and sale of intoxicating liquors thereupon, and to a compliance with said covenant with reference to the non-use of such property for business or immoral^{purposes} or the keeping of animals or fowls thereupon, and the covenant and agreement of the second party with reference to a compliance with such rules and regulations, and the payment of taxes and assessments determined or levied by such property owners' organization for police and sanitary purposes and the improvement and control of streets, highways, parks and alleys; and such property and all interest of the second party or any persons subsequent in ownership or interest shall be and become forfeited and absolutely revert to said first party or its successors, in event the second party or any one subsequent in interest or ownership thereto shall violate any of the conditions herein imposed and above recited with reference to intoxicating liquors or the keeping of stock or fowl upon said premises, or the use of the same for business or immoral purposes, above prohibited; or in event the second party or any one subsequent in interest thereto shall fail, neglect or refuse to comply with any rule or regulation provided by the Board of Directors, or adopted by the organization of property owners, or fail in accordance with such rules and regulations to pay the assessments or taxes which may be levied by such Directors of such organization, for sanitary or police purposes, or for the improvement of streets, highways, parks or alleys when so made, adopted, imposed or levied by such organization or the Directors thereof as hereinafter provided. And it shall be lawful for the first party or its successors to enforce such forfeiture at any time after the party in ownership shall have become liable thereto, and the failure to enforce the same at any time, on account of any violation of any such covenant, shall not preclude the first party from enforcing the same for any subsequent violation thereof provided that before at any time proceeding to enforce such forfeiture on account of such violation, the first party shall give due notice to the party in ownership of its intention to enforce such forfeiture in event the party in ownership shall not immediately take proceedings to and completely comply with the obligation, the violation of which gave such right of forfeiture. And in event such party shall comply with said obligation within sixty days after such notice shall be given no such forfeiture shall be enforced.

It is further provided by the first party, and agreed to by the second party, that the affairs of property owners above referred to, shall be determined, governed and effected in the following manner, to-wit:

There shall be five Directors, three of whom shall be known as "Company Directors" and two known as "Property Owners' Directors"; but until the year 1911 all such Directors shall be selected and appointed by the first party. Subsequent to the beginning of the year 1911, and until the close of the year 1910, three of such Directors shall be appointed by the first party, or its successors, and two of the same shall be elected by ballot by the owners of the property within Cloudcroft, and subsequent to the close of the year 1910 all such directors shall be elected by the property owners within such place. Such Directors shall constitute the governing board of Cloudcroft. They shall have power to adopt and from time to time to amend, as provided by them, by-laws and rules for the government of themselves and their successors and to select officers of the board and their agents and employees

and to provide compensation therefor; to adopt rules and regulations providing sanitary and police rules, measures and regulations and fines for the violation thereof, and also to adopt rules and regulations for the control and the use of the streets, parks, alleys, roads and highways in said place, and also to determine upon, adopt and carry into effect the grading or improvement of any such highways, parks, roads, streets or alleys, and for any one or all of such purposes they shall have power from time to time to levy and assess against each property holder in said place a tax or amount for the contemplated cost or expense thereof, and such assessment when made shall become and be binding upon the second party, and all other property owners in said place, and constitute and serve as a mutual agreement between same and a specific agreement as against each thereof to pay the same as required by said Directors; but in event any Director shall dissent from any vote adopting any rule, regulation or other action which has the effect of imposing upon such property owners any tax or assessment, such action must be ratified by a majority vote of the then property owners before the same becomes binding, and when so ratified by a majority vote thereof, the same shall become and be binding upon and serve as an agreement of each property owner to pay the same as required thereby. And the Directors shall prescribe rules and regulations for the holding of such elections and voting upon questions of taxes, and of each election or ballot at least thirty days' notice shall be required. Three Directors shall constitute a quorum for the transaction of business. Each owner of a lot or tract within the boundaries of such place, as shown on such map or amendment thereof as at any time so subdivided and platted, shall be entitled to vote at all elections of Directors and upon all subjects referred to such property owners for their decision. The Directors appointed by the first party shall hold their respective offices for such length of time as the first party may from time to time determine, but the Directors elected by the property owners shall be elected for one year to serve for the ensuing year or as the by-laws may determine, and property owners or Directors can vote by proxy at any election or upon any specific question at the respective meetings, upon thirty days' notice, and the rules adopted by the Directors shall provide that such written notice be given to each voter, reciting all questions to come before the meeting thirty days in advance.

IN WITNESS WHEREOF, the first party has caused its corporate name to be subscribed and its corporate seal to be affixed hereto on this 10th day of March, 1945.

(Corporate Seal Imprint)

CLOUDCROFT COMPANY

ATTEST:

By Louis Carr, President

By James A. Clifford, Secretary

STATE OF NEW MEXICO)
County of Otero) ss.

On this 10th day of March, 1945, before me personally appeared, Louis Carr to me personally known, who being by me duly sworn did say that he is the President of the CLOUDCROFT COMPANY, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Louis Carr acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this the day and year first above written.

(Notarial Seal Imprint)

Irvin A. Menger
Notary Public, Otero County,
New Mexico

My commission expires, May 27, 1948

The foregoing instrument was filed for record on the 11th of April at 2:15 P.M.

LALA CHARLES, County Clerk
By *Margie M. Allen* Deputy