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PROTECTIVE COVENANTS

HOOD CORPORATION, a New Mexico corporation, hereinafter called "Developer", being the owner of property located in the Village of Cloudcroft, County of Otero, State of New Mexico, described as follows, to wit:

That certain parcel of land situate within the exterior boundaries of the Village of Cloudcroft, Otero County, New Mexico, comprising a portion of Block 66, as the same is shown and designated on the plat entitled "MAP OF ADDITION NO. 3 OF CLOUDCROFT"; and portions of vacated Blocks 70 and 73 together with portions of vacated Ciguena Avenue as the same are shown and designated on the plat entitled "MAP OF ADDITION NO. 3 OF CLOUDCROFT", having been vacated April 16, 1962; and portions of vacated Nino Avenue and Swallow Place as the same are shown and designated on the plat entitled "MAP OF ADDITION NO. 3 OF CLOUDCROFT", having been vacated April 1, 1974, is more particularly described by metes and bounds as follows:

Beginning at the intersection of the westerly right-of-way line of Fourth Street with the southerly right-of-way line of Nino Avenue as the same is shown and designated on the plat entitled "MAP OF RESUBDIVISION OF PARTS OF THE SECOND AND THIRD ADDITIONS TO THE TOWNSITE OF CLOUDCROFT, NEW MEXICO", filed in the office of the County Clerk of Otero County, New Mexico, on April 7, 1947:

Thence, S 02° 53' 36" E, 431.97 feet distance along said westerly right-of-way line of Fourth Street to a point;

Thence, S 76° 27' 00" W, 114.00 feet distance to the southernmost corner of the parcel herein described;

Thence, N 75° 56' 00" W, 62.23 feet distance to a point;

Thence, N 22° 42' 00" W, 135.64 feet distance to a point;

Thence, N 17° 18' 00" W, 155.67 feet distance to a point;

Thence, N 13° 43' 00" W, 218.13 feet distance to a point;

Thence, N 09° 15' 00" W, 114.55 feet distance to a point;

Thence, N 44° 50' 00" W, 19.72 feet distance to the westernmost corner of the parcel herein described;

Thence, N 53° 07' 58" E, 27.39 feet distance to the northernmost corner of the parcel herein described;

Thence, S 72° 03' 00" E, 47.08 feet distance to a Point of Curvature;

Thence, southeasterly, 64.97 feet distance along the arc of a curve bearing to the right (said arc having a radius of 21.91 feet and a long chord which bears S 56° 47' 00" E, 64.20 feet distance) to a Point of Tangency;

2. BUILDING LOCATION

Each Townhouse building shall be constructed entirely on one lot except that they may be dwelling units joined together by a common party wall or walls on inside lot lines. No building shall be located on any lot nearer to the front lot line than three feet (3'), or nearer than five feet (5') to any side street line or nearer than seven feet (7') to the rear lot line except with the written consent of the Architectural Control Committee. It is understood that ordinary projections of sills, chimneys, belt courses, cornices, and ornamental features may project as much as eighteen inches (18") into the adjacent owner's yard notwithstanding the foregoing restrictions as to setbacks if said projections are part of the original construction. For the purposes of the Covenant, eaves, steps, chimneys, and open porches shall not be considered as part of a building.

No fence or wall except original construction by developer or necessary retaining walls of minimum height shall be erected or permitted to remain in the front yard of a building. On corner lots no side fence or wall except original construction by developer or necessary retaining walls of minimum height shall be erected or allowed to remain nearer the front street than the front of the building, nor nearer the side street than the property line.

3. ADDITIONS AND ACCESSORY BUILDINGS

No addition, alteration, accessory building, canopy, garage or carport, except original construction as provided by developer, shall be placed in the front yard of a Townhouse building.

4. LOT AREA AND WIDTH

No building shall be placed or erected on any lot having dimensions less than those shown on said subdivision plat.

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5. DWELLING SIZE

Every dwelling shall have at least one thousand three hundred square feet (1300 SF) of heated living floor space. The square footage referred to above excludes garage areas.

6. RESURFACING OR PAINTING

Resurfacing or painting of any exterior areas shall be completed in a color or texture as close to original as possible, unless the consent of the Architectural Control Committee is obtained in writing as to a different color and/or texture.

7. PARTY WALLS

The rights and duties of the owners of each of the above described lots and the Townhouse situated thereon, with respect to party walls, shall be governed as follows:

a. Each wall, including patio walls, which is constructed as a part of the original construction of the structure, any part of which is placed on the dividing line between separate units, shall constitute a party wall. With respect to any such wall, each of the adjoining owners shall assume the burdens and be entitled to the benefits of these Restrictive Covenants, and, to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.

b. In the event any such party wall is damaged or destroyed through the act of one adjoining owner, or any of his guests, tenants, licensees, agents or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then such owner who caused or is responsible for such damage, shall forthwith proceed to rebuild and repair the same to as good condition as formerly without cost to the adjoining owner.

c. In the event any such party wall of a Townhouse unit is damaged or destroyed by some cause (including ordinary wear and tear and deterioration from lapse of time), other than the act of one of the adjoining owners, his agents, tenants, licensees, guests, or family, then in such event both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good as formerly at their joint and equal expense.

d. Notwithstanding any other provisions of this article, an owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

e. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

f. In addition to meeting the other requirements of these Restrictive Covenants and of any building code or similar regulations or ordinances, any owner proposing to modify, make additions to or rebuild his Townhouse in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining owner.

g. In the event of a dispute between owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the costs thereof, the matter shall be submitted to three arbitrators, one chosen by each of the owners and the third by any two of the three arbitrators of the matter signed upon the owners, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after receipt of a request in writing for arbitration from the other party, then said other party shall have the right and power to choose both arbitrators.

h. These Restrictive Covenants shall be binding upon the heirs and assigns of any owners.

8. Nothing herein contained shall be construed as preventing the Developer or a Builder from maintaining upon such property at such location thereon as they see fit for a reasonable period of time, an office for the sale, lease, or rental of lots, or model homes, construction yard, billboards, or signs advertising said lots and Developer's homes for sale.

9. OIL AND MINING OPERATIONS

No oil drilling, oil development operation, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet (5 SF) advertising the property for sale or rent, or signs used by Developer or a Builder to advertise the property during the construction and sales period.

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11. TEMPORARY BUILDINGS

No temporary house, trailer, tent, garage or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently and no residence placed or erected on any part of said property shall be occupied in any manner at any time prior to its being fully completed, provided, however, that during the actual construction or alteration of a building on any lot necessary temporary buildings for storage of material, etc., may be erected and maintained by the person doing such work.

16.

12. LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

17.

13. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done, placed or stored thereon which may be or become an annoyance, or nuisance to the neighborhood, or occasion any noise or odor which will or might disturb the peace, comfort, or serenity of the occupants of neighboring properties.

18.

14. RETAINING WALLS

Retaining walls shall be party walls if placed on common property line of two lots, and shall not be removed by either property owner.

19.

15. SIGHT LINES AT INTERSECTIONS

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevation between two feet (2') and six feet (6') above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property

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lines and a line connecting them at points twenty-five feet (25') from intersection of the street property lines extended. No tree shall be permitted to remain within said distance of said intersections unless the foliage is maintained at sufficient height to prevent obstruction of said minimum sight lines.

16. PROTECTIVE SCREENING

Protective walls, screening, planting, or fencing as originally installed by the Developer or Builder shall be maintained by owners of the respective lot and at their expense for the protection of residential areas.

17. TOLERANCE

A six inch (6") tolerance variation is by reason of mechanical variances of construction allowable for minimum distance requirements set forth in all aforementioned setbacks and in the location of all party walls and other walls.

18. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers.

19. No house trailer, travel trailer, motor home, mobile home, wrecker, truck of one ton rating or over, truck with camper with living quarters, boat, or any other similar vehicle or conveyance shall be parked or stored permanently or temporarily on any lot in this Subdivision except within an enclosed garage.

20.a. The Architectural Control Committee is composed of Hugh Hood, Ted Bonnell, and Jack Stahl. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services

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rendered pursuant to this Covenant. The members of this Committee shall serve until December 31, 1990. At any time thereafter the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. Until such change in membership is effected as stated herein, the original Committee may continue to serve.

20.b. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations, and the effect on neighboring dwellings. Furthermore, no existing building shall be altered, remodeled, or changed until plans for such change, alterations, or remodeling have been approved by the Architectural Control Committee. If no action has been taken on said plans and specifications by the Architectural Control Committee or their successors in interest thirty (30) days after submittal thereof, this failure to act may be construed as approval.

20.c. The work of constructing any building on any part of said property shall be completed within eight (8) months from the commencement thereof.

21. Dedicated easements and rights-of-way including those shown on the recorded plat of said Subdivision are hereby reserved for the benefit of all the above described lots for drainage and the erection, construction, maintenance, and operation of wires for the transmission of electrical energy and for telephone lines

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and telegraph lines and for the laying and maintenance of pipes, mains, and conduits for the furnishing of water, gas, sewer service, and installing, maintaining, and reading gas, electric and water meters. Each building structure shall be subject to an easement for encroachment created by construction, settlings and overhangs, as designed or constructed by the original builder. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event a structure is partially or totally destroyed, and then rebuilt, the owners of adjacent property agree that minor encroachments of parts of the adjacent unit due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

22. Live trees having a diameter of four inches (4") or more measured one foot (1') above the ground, may not be removed without the prior written consent of the Architectural Control Committee.

23. 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.

24. 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 the Architectural Control Committee, said Committee through its agents and employees, shall have the right to enter upon such lot and 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

paid in full by January 10th of such calendar year, the annual charge for a Regular Member shall be reduced to \$150.00. Payment of the dues shall be secured by a lien against the property owned by the member, and after said lien has been filed in the manner provided in Paragraph 22 above, said lien may be foreclosed in the manner provided by the laws of the State of New Mexico.

The membership held by any owner in said subdivision shall not be transferred, pledged, hypothecated, or alienated in any way except upon the sale of such property and then only to the new purchaser of such property. Any attempt to make a prohibited transfer shall be voided and shall not entitle the transferee to any use of the facilities provided by Cloud Country Club, Inc. The sale of any such property shall automatically terminate the membership of a previous property owner, and vest such membership in the new property 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. Cloud Country Club, Inc. reserves the right to increase or decrease the charges above set forth, and under no circumstances will said charges be more than are being charged by comparable country clubs in this area. In the event any of the recreational facilities owned by Cloud Country Club, Inc. are destroyed or rendered useless by fire, act of God, or any other calamity, where the use of such facilities is removed or revoked by any governmental agency, then Cloud Country Club, Inc. is under no obligation to rebuild, purchase, or install new facilities.

26. The aforesaid provisions, conditions, restrictions, and covenants and each and all thereof, shall run with the land and continue and remain in full force and effect at all times and shall be binding on all persons until January 1, 2022, at which time they shall be automatically extended for a period of ten (10)

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years and thereafter for successive ten (10) year periods unless on or before the end of one of such extension periods the owners of seventy-five percent (75%) or more of the above described lots shall by written instrument duly recorded and executed, terminate or modify the same.

27. All provisions, conditions, restriction and covenants herein shall be binding on all lots and parcels of real estate and the owners thereof, regardless of the source of title of such owners, and any breach thereof, if continued for a period of thirty (30) days from and after the date that the owner of other property shall have notified in writing the owner or lessee in possession of the lot upon which such breach has been committed to refrain from a continuance of such action and to correct such breach, shall warrant the undersigned or other lot owner to apply to any court having jurisdiction thereof for an injunction or other proper relief, and if such relief be granted the court may in its discretion award to the plaintiff in such action his reasonable expenses in prosecuting such suit, including attorney's fees.

28. No delay or omission on the part of the owner or owners of any of the above described lots in exercising any right, power, or remedy herein provided for in the event of any breach of any of the provisions, conditions, restriction and covenants herein contained shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the undersigned for or on account of the failure or neglect of the undersigned to exercise any right, power, or remedy herein provided for in the event of any such breach of any of said provisions, conditions, restriction of covenants or for imposing herein provisions, conditions, restriction or covenants which may be unenforceable.

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29. In the event that any one or more of the provisions, conditions, restrictions, and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void or for any reason unenforceable, all remaining provisions, conditions, restrictions and covenants herein set forth shall continue unimpaired and in full force and effect.

30. The provisions of Articles 24 and 25 shall in no way be construed as effected the rights of a prior institutional first mortgagee owning a recorded institutional first mortgage on any unit, and the lien rights set forth in Articles 24 and 25 shall subordinate to any such prior institutional first mortgage. The provisions hereinabove contained in Articles 24 and 25 shall not be applicable to the Developer of the townhouse property, and said Developer shall not be subject to any of the membership fees set forth in Article 25.

IN WITNESS WHEREOF, the undersigned Owner has caused these presents to be executed this 8th day of Oct, 19 74.

ATTEST:

HOOD CORPORATION:

Witness: P. Pitt

By: Hugh E. Hood
Hugh E. Hood, President

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ACKNOWLEDGEMENT
(Corporate)

STATE OF _____ }
COUNTY OF _____ } ss

On this 9th day of OCTOBER,
1974, before Me personally appeared Hugh Hoan,
to Me personally known, who being by Me duly sworn, did say that he
is PRESIDENT of HOAN CORP.
a corporation organized under the laws of the State of New Mexico, 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
OFFICER acknowledged said Instrument
to be the free act and deed of said corporation.

Witness My hand and seal on this the day and year first above
written.

Jim Linn
Notary Public

My commission expires 4-9-75

STATE OF NEW MEXICO } ss.
OTERO COUNTY
FILED FOR RECORD IN MY OFFICE
this 9 day of Oct 1974
At 11:20 o'clock A.M. and duly recorded
in Book No. 409 Page 738-31 of
the records of Otero County, New Mexico.
Frankie Dean
County Clerk, Otero County, New Mexico
Ruby Patton



4099

NOTE FORM ASSIGNMENT 0

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dated June 13,
1970
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