

**Amendment to the High Nogal Subdivision Restrictive Covenants**

In accordance with the provisions of the existing Restrictive Covenants of the High Nogal Subdivision, recorded in Book 579, Pages 771-772 of the records of the Otero County Clerk on July 17 1985, We the undersigned representing not less than 75% of the lot owners in the High Nogal subdivision and being desirous to amend item number 5 of the existing Restrictive Covenants do hereby agree to amend said item 5 to read as follows, to-wit:

"No dwelling house of smaller than 1000 square feet of living area shall be constructed upon any lot herein. These restrictions will apply to any additional outbuildings to be built on any lot in the subdivision. A temporary contractor's building may be used during construction. All buildings are to be painted or stained on exterior or wall surface within thirty days from date of completion of construction. No second hand structures shall be moved on to any lot.

All construction or residences will be site built with permanent foundations using existing local building codes or better. Pre-constructed framing panels to be erected on site built foundations are permissible. Pre-constructed framing panels shall meet site built specifications with equal quality and craftsmanship or better. All rough and finish electrical and plumbing shall be installed on site. All plumbing and electrical fixtures shall be installed on site."

I hereby attest that the following signatures represent not less than 75% of the owners of record of the lots in the High Nogal Subdivision of Otero County, New Mexico.

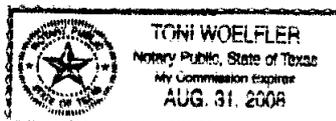
This instrument consists of pages 1 through 14

James Herrick  
James Herrick  
High Nogal Ranch Subdivision,

1/25/2005  
Date

Acknowledged before me this 25 day of January, 2005 by James Herrick

Toni Woelfler  
Notary Public  
My Commission Expires



Dear High Nogal Landowners: October 1, 2004  
Re: Change Existing Restrictive Covenants

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

The last sentence in Item #5 of the covenants states "Maybe manufactured home of all new material". It is suggested that item #5 be amended to read something similar as to what follows:

"No dwelling house of smaller than 1000 square feet of living area shall be constructed upon any lot herein. No trailers, trailer house, tent, shack, mobile home, double wide, modular home, manufactured home, prefabricated home shall be used as residence, temporary or permanent, nor shall any temporary residence be erected. No replacements will be allowed of existing trailers, trailer house, tent, shack, mobile home, doublewide, modular home, manufactured home, prefabricated home. These restrictions will apply to any additional outbuildings to be built on any lot in the subdivision. A temporary contractor's building may be used during construction. All buildings are to be painted or stained on exterior or wall surface within thirty days from date of completion of construction. No second hand structures shall be moved on to any lot. All construction will be site built with permanent foundations using existing local building codes."

This will require 75% of all landowners to agree. An attorney will best handle this.

Your prompt response will be greatly appreciated in moving this along quickly. Also, donations for Attorney's fees are appreciated.

If you agree to this change, please write, "agree to change" with your lot number and signature and return this letter to the address listed below in the self-addressed and stamped envelope provided.

I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

*Signature of Jim Herreck*  
Signature and Lot #

Sincerely

Jim Herreck  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherreck@aol.com

Amendment to the High Nogal Ranch Estates Restrictive Covenants

We the undersigned represent the minimum requirement of 75% of the said landowners in the High Nogal subdivision necessary to make amendment to the existing Restrictive Covenants.

We agree to amend the existing restrictive covenants for the High Nogal as recorded at the Otero County Clerks office on July 17, 1985.

We hereby amend said covenants to have item number five read as follows:

"No dwelling house of smaller than 1000 square feet of living area shall be constructed upon any lot herein. No trailers, trailer house, tent, shack, mobile home, double wide, modular home, manufactured home, prefabricated home shall be used as residence, temporary or permanent, nor shall any temporary residence be erected. These restrictions will apply to any additional outbuildings to be built on any lot in the subdivision. No replacements will be allowed of existing trailers, trailer house, tent, shack, mobile home, doublewide, modular home, manufactured home, prefabricated home. A temporary contractor's building may be used during construction. All buildings are to be painted or stained on exterior or wall surface within thirty days from date of completion of construction. No second hand structures shall be moved on to any lot. All construction will be site built with permanent foundations using existing local building codes."

This documented instrument consists of pages 1 through...

Dated November 24, 2004

Sincerely  
*Alice Jorgensen*  
Alice Jorgensen

For Alice Jorgensen and Jose Alicea

*Jim - I hope this is correct. Is the organization a S.O.C.S? Alicea*

Dear High Nogal Landowners: October 1, 2004  
Re: Change Existing Restrictive Covenants

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

*Signature of Michael R. Gichens*  
Signature and Lot #

Sincerely

Jim Herreck  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherreck@aol.com

*October 13, 2004  
Mr Herreck: I agree that the above amendment should be made however, I feel that the min. square feet should be no less than 1,500 square feet.  
I feel that High Nogal is mostly exclusively land*

*PLEASE NOTE: 2640 OPAL HOUSING CO. CYPRESS, TX 77433*

Dear High Nogal Landowners: October 1, 2004  
Re: Change Existing Restrictive Covenants

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*Signature of Brenda W. ... Anita M. ...*  
Signature and Lot #

Sincerely

Jim Herreck  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherreck@aol.com

*We have no idea what our lot # is - we are moving back to Laredo the papers got put on the wrong address!*

Dear High Nogal Landowners:  
 Re: Change Existing Restrictive Covenants

October 1, 2004

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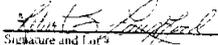
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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

 #16  
 Signature and Lot #

Sincerely,

Jim Herrick  
 High Nogal Ranch Estates Association, Inc  
 702 Lindenwood  
 Laredo, Texas 78045  
 956 237 7477  
[jamesherrick@aol.com](mailto:jamesherrick@aol.com)

Dear High Nogal Landowners:  
 Re: Change Existing Restrictive Covenants

October 1, 2004

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

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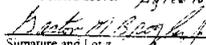
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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

 Lot # 76  
 Signature and Lot #

Sincerely,

Jim Herrick  
 High Nogal Ranch Estates Association, Inc  
 702 Lindenwood  
 Laredo, Texas 78045  
 956 237 7477  
[jamesherrick@aol.com](mailto:jamesherrick@aol.com)

Dear High Nogal Landowners:  
 Re: Change Existing Restrictive Covenants

October 1, 2004

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

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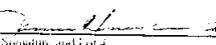
"No dwelling house of smaller than 1000 square feet of living area shall be constructed upon any lot herein. No trailers, trailer house, tent, shack, mobile home, double wide, modular home, manufactured home, prefabricated home shall be used as residence, temporary or permanent, nor shall any temporary residence be erected. No replacements will be allowed of existing trailers, trailer house, tent, shack, mobile home, doublewide, modular home, manufactured home, prefabricated home. These restrictions will apply to any additional outbuildings to be built on any lot in the subdivision. A temporary contractor's building may be used during construction. All buildings are to be painted or stained on exterior or wall surface within thirty days from date of completion of construction. No second hand structures shall be moved on to any lot. All construction will be site built with permanent foundations using existing local building codes."

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If you agree to this change, please write, "agree to change" with your lot number and signature and return this letter to the address listed below in the self-addressed and stamped envelope provided.

I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

 #15  
 Signature and Lot #

Sincerely,

Jim Herrick  
 High Nogal Ranch Estates Association, Inc  
 702 Lindenwood  
 Laredo, Texas 78045  
 956 237 7477  
[jamesherrick@aol.com](mailto:jamesherrick@aol.com)

Dear High Nogal Landowners:  
 Re: Change Existing Restrictive Covenants

October 1, 2004

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

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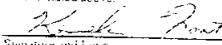
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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

 Lot # 19  
 Signature and Lot #

Sincerely,

Jim Herrick  
 High Nogal Ranch Estates Association, Inc  
 702 Lindenwood  
 Laredo, Texas 78045  
 956 237 7477  
[jamesherrick@aol.com](mailto:jamesherrick@aol.com)

Dear High Nogal Landowners: October 1, 2004  
Re: Change Existing Restrictive Covenants

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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

*James Herrick #102*  
Signature and Lot #

Sincerely,

*Jim Herrick*  
Jim Herrick  
High Nogal Ranch Estates Association, Inc.  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners: October 1, 2004  
Re: Change Existing Restrictive Covenants

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

*James Herrick #103 & N. 1/2 #12*  
Signature and Lot #

Sincerely,

*Jim Herrick*  
Jim Herrick  
High Nogal Ranch Estates Association, Inc.  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

*Agree to change*  
*Thank You*

Amendment to the High Nogal Ranch Estates Restrictive Covenants

We the undersigned represent the minimum requirement of 75% of the said landowners in the High Nogal subdivision necessary to make amendment to the existing Restrictive Covenants

We agree to amend the existing restrictive covenants for the High Nogal as recorded at the Otero County Clerks office on July 17 1985.

We hereby amend said covenants to have item number five read as follows:

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This documented instrument consists of pages 1 through---

Dated 10/1/04

Sincerely, *James Herrick*

Jim Herrick  
High Nogal Ranch Estates Association, Inc.  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Amendment to the High Nogal Ranch Estates Restrictive Covenants

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Dated 10-1-04

Sincerely, *James Herrick*

Jim Herrick  
High Nogal Ranch Estates Association, Inc.  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners: October 1, 2004  
Re: Change Existing Restrictive Covenants

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24-25A-25B-26A-21A-21B [Signature] [Signature]  
Signature and Lot #

Sincerely:  
Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956.237.7477  
jamesherrick@aol.com

Jim -  
I'd just have both on no page. [Signature]

Dear High Nogal Landowners: October 1, 2004  
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24-25A-25B-26A-21A-21B [Signature] [Signature]  
Signature and Lot # 24-25A-25B-26A-21A-21B

Sincerely:  
Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956.237.7477  
jamesherrick@aol.com

Dear High Nogal Landowners: October 1, 2004  
Re: Change Existing Restrictive Covenants

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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

[Signature] Lot # 74 (agree to change)  
Signature and Lot #

Sincerely:  
Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956.237.7477  
jamesherrick@aol.com

Dear High Nogal Landowners: October 1, 2004  
Re: Change Existing Restrictive Covenants

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

The last sentence in item #5 of the covenants states "Maybe manufactured home of all new material". It is suggested that item #5 be amended to read something similar as to what follows:

"No dwelling house of smaller than 1000 square feet of living area shall be constructed upon any lot herein. No trailers, trailer house, tent, shack, mobile home, double wide, modular home, manufactured home, prefabricated home shall be used as residence, temporary or permanent, nor shall any temporary residence be erected. No replacements will be allowed of existing trailers, trailer house, tent, shack, mobile home, doublewide, modular home, manufactured home, prefabricated home. These restrictions will apply to any additional outbuildings to be built on any lot in the subdivision. A temporary contractor's building may be used during construction. All buildings are to be painted or stained on exterior or wall surface within thirty days from date of completion of construction. No second hand structures shall be moved on to any lot. All construction will be site built with permanent foundations using existing local building codes."

This will require 75% of all landowners to agree. An attorney will best handle this.

Your prompt response will be greatly appreciated in moving this along quickly. Also, donations for Attorney's fees are appreciated.

If you agree to this change, please write, "agree to change" with your lot number and signature and return this letter to the address listed below in the self-addressed and stamped envelope provided.

I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

[Signature] Lot # 74  
Signature and Lot #

Sincerely:  
Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956.237.7477  
jamesherrick@aol.com

Dear High Nogal Landowners  
Re: Change Existing Restrictive Covenants

October 1, 2004

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

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If you agree to this change, please write, "agree to change" with your lot number and signature and return this letter to the address listed below in the self-addressed and stamped envelope provided.

I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

Jim Herrick Lot # 37  
Signature and Lot #

Sincerely,

Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners  
Re: Change Existing Restrictive Covenants

October 1, 2004

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

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If you agree to this change, please write, "agree to change" with your lot number and signature and return this letter to the address listed below in the self-addressed and stamped envelope provided.

I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

AGREE TO CHANGE [Signature] LOT # 63 3/04  
Signature and Lot #

Sincerely,

Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

*Jim Herrick*  
THANKS FOR INFO & ALL THE HARD WORK!  
SEE YA BIL - BEST TOU LOVE  
LAWIE

Dear High Nogal Landowners  
Re: Change Existing Restrictive Covenants

October 1, 2004

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

Agree to change [Signature] Lot # 41  
Signature and Lot #

Sincerely,

Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners  
Re: Change Existing Restrictive Covenants

October 1, 2004

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

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If you agree to this change, please write, "agree to change" with your lot number and signature and return this letter to the address listed below in the self-addressed and stamped envelope provided.

I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

[Signature] Lot # 51  
Signature and Lot #

Sincerely,

Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners:  
 Re: Change Existing Restrictive Covenants

October 1, 2004

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

The last sentence in Item #5 of the covenants states "Maybe manufactured home of all new material". It is suggested that item #5 be amended to read something similar as to what follows:

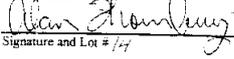
"No dwelling house of smaller than 1000 square feet of living area shall be constructed upon any lot herein. No trailers, trailer house, tent, shack, mobile home, double wide, modular home, manufactured home, prefabricated home shall be used as residence, temporary or permanent, nor shall any temporary residence be erected. No replacements will be allowed of existing trailers, trailer house, tent, shack, mobile home, doublewide, modular home, manufactured home, prefabricated home. These restrictions will apply to any additional outbuildings to be built on any lot in the subdivision. A temporary contractor's building may be used during construction. All buildings are to be painted or stained on exterior or wall surface within thirty days from date of completion of construction. No second hand structures shall be moved on to any lot. All construction will be site built with permanent foundations using existing local building codes."

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If you agree to this change, please write, "agree to change" with your lot number and signature and return this letter to the address listed below in the self-addressed and stamped envelope provided.

I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

  
 Signature and Lot #14

Sincerely:

Jim Herrick  
 High Nogal Ranch Estates Association, Inc.  
 702 Lindenwood  
 Laredo, Texas 78045  
 956 237 7477  
[jamesherrick@aol.com](mailto:jamesherrick@aol.com)

Dear High Nogal Landowners:  
 Re: Change Existing Restrictive Covenants

October 1, 2004

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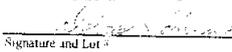
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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

  
 Signature and Lot #

Sincerely:

Jim Herrick  
 High Nogal Ranch Estates Association, Inc.  
 702 Lindenwood  
 Laredo, Texas 78045  
 956 237 7477  
[jamesherrick@aol.com](mailto:jamesherrick@aol.com)

Dear High Nogal Landowners:  
 Re: Change Existing Restrictive Covenants

October 1, 2004

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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

  
 Signature and Lot #

Sincerely:

Jim Herrick  
 High Nogal Ranch Estates Association, Inc.  
 702 Lindenwood  
 Laredo, Texas 78045  
 956 237 7477  
[jamesherrick@aol.com](mailto:jamesherrick@aol.com)

Dear High Nogal Landowners:  
 Re: Change Existing Restrictive Covenants

October 1, 2004

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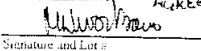
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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

  
 Signature and Lot #

Sincerely:

Jim Herrick  
 High Nogal Ranch Estates Association, Inc.  
 702 Lindenwood  
 Laredo, Texas 78045  
 956 237 7477  
[jamesherrick@aol.com](mailto:jamesherrick@aol.com)

*AGREE TO CHANGE*  
 LOT 74 AND 75

Dear High Nogal Landowners: October 1, 2004  
Re: Change Existing Restrictive Covenants

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

Richard A. Finam 10/21/04 Lot #2A (Small MAT)  
Signature and Lot #

Sincerely:

Jim Herrick  
High Nogal Ranch Estates Association, Inc.  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners: October 1, 2004  
Re: Change Existing Restrictive Covenants

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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

Robert Walker Lot # 64 10-29-04  
Signature and Lot #

Sincerely:

Jim Herrick  
High Nogal Ranch Estates Association, Inc.  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

*John  
10-25-04  
I was so glad to receive this letter. It was very important to add this change to the covenants. I'm moving across state lines. I hope this will help with discussion with family. Thanks Robert Walker*

Dear High Nogal Landowners: October 1, 2004  
Re: Change Existing Restrictive Covenants

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

James R. Ford Lot # 567  
Signature and Lot #

Sincerely:

Jim Herrick  
High Nogal Ranch Estates Association, Inc.  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners: October 1, 2004  
Re: Change Existing Restrictive Covenants

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

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If you agree to this change, please write, "agree to change" with your lot number and signature and return this letter to the address listed below in the self-addressed and stamped envelope provided.

I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

James R. Ford Lot # 18  
Signature and Lot #

Sincerely:

Jim Herrick  
High Nogal Ranch Estates Association, Inc.  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners:  
Re: Change Existing Restrictive Covenants

October 1, 2004

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

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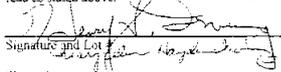
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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

 Lot 57  
Signature and Lot #

Sincerely,

Jim Herrick  
High Nogal Ranch Estates Association, Inc.  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners:  
Re: Change Existing Restrictive Covenants

October 1, 2004

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

The last sentence in Item #5 of the covenants states "Maybe manufactured home of all new material". It is suggested that item #5 be amended to read something similar as to what follows:

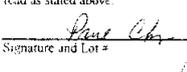
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If you agree to this change, please write, "agree to change" with your lot number and signature and return this letter to the address listed below in the self-addressed and stamped envelope provided.

I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

 Lot 2A ROPLAT C  
Signature and Lot #

Sincerely,

Jim Herrick  
High Nogal Ranch Estates Association, Inc.  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners:  
Re: Change Existing Restrictive Covenants

October 1, 2004

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

The last sentence in Item #5 of the covenants states "Maybe manufactured home of all new material". It is suggested that item #5 be amended to read something similar as to what follows:

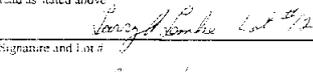
"No dwelling house of smaller than 1000 square feet of living area shall be constructed upon any lot herein. No trailers, trailer house, tent, shack, mobile home, double wide, modular home, manufactured home, prefabricated home shall be used as residence, temporary or permanent, nor shall any temporary residence be erected. No replacements will be allowed of existing trailers, trailer house, tent, shack, mobile home, doublewide, modular home, manufactured home, prefabricated home. These restrictions will apply to any additional outbuildings to be built on any lot in the subdivision. A temporary contractor's building may be used during construction. All buildings are to be painted or stained on exterior or wall surface within thirty days from date of completion of construction. No second hand structures shall be moved on to any lot. All construction will be site built with permanent foundations using existing local building codes."

This will require 75% of all landowners to agree. An attorney will best handle this.

Your prompt response will be greatly appreciated in moving this along quickly. Also, donations for Attorney's fees are appreciated.

If you agree to this change, please write, "agree to change" with your lot number and signature and return this letter to the address listed below in the self-addressed and stamped envelope provided.

I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

 Lot #2  
Signature and Lot #

Sincerely,

Jim Herrick  
High Nogal Ranch Estates Association, Inc.  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Subj: Re: covenant changes  
Date: 12/15/2004 10:57:32 AM Central Standard Time  
From: kimble@isd.net  
To: jamesherrick@aol.com  
Sent from the internet (29195)

James,

I have reviewed your amended language and concur.

Travis H. Kimble for Nola Gail Nichols.

----- Original Message -----  
From: jamesherrick@aol.com  
To: kimble@isd.net  
Sent: Friday, December 10, 2004 2:16 PM  
Subject: Fwd: covenant changes  
Please review attached.

Dear High Nogal Landowners:  
Re: Change Existing Restrictive Covenants

October 1, 2004

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

  
Signature and Lot #

Sincerely,

Jim Herrick  
High Nogal Ranch Estates Association, Inc.  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
[jamesherrick@aol.com](mailto:jamesherrick@aol.com)

Dear High Nogal Landowners:  
Re: Change Existing Restrictive Covenants

October 1, 2004

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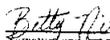
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Signature and Lot #

Sincerely,

Jim Herrick  
High Nogal Ranch Estates Association, Inc.  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
[jamesherrick@aol.com](mailto:jamesherrick@aol.com)

Page 1 of 1

Subject: RE: Covenant letter  
From: [jamesherrick@aol.com](mailto:jamesherrick@aol.com)  
To: [jamesherrick@aol.com](mailto:jamesherrick@aol.com)  
Date: 10/1/2004 10:10:00 AM  
Attachments: [covenantchange.doc \(120 KB\)](#) (view) (download) (print) (details)

Hope this works, let me know if you need anything else  
George Kranyak

Dear High Nogal Landowners:  
Re: Change Existing Restrictive Covenants

October 1, 2004

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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

Agree to change south half lot 72, George and Michelle Kranyak (email approval)  
Signature and Lot #

Sincerely,

Jim Herrick  
High Nogal Ranch Estates Association, Inc.  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
[jamesherrick@aol.com](mailto:jamesherrick@aol.com)

Gabriel Munoz

From: WILLIAM THOMAS [binomas12752@sbcglobal.net]  
Sent: Monday, November 22, 2004 12:31 PM  
To: JamesRHerrick@aol.com  
Subject: Re: High Nogal Covenant

James attached is my signed agreement. Thank you for heading this up, Bill Thomas

JamesRHerrick@aol.com wrote:

Ms. Thomas  
Thank you for speaking to me. Attached is the letter with all the necessary information for a return.  
Other people have sent me back the letter through e-mail with their name, lot number, and statement of agreement. I think that is acceptable since it would have your e-mail address on the header indicating that the return letter came from you.

Thanks  
Jim Herrick

> ATTACHMENT part 2 application\octet-stream name=covenant change.doc

Dear High Nogal Landowners  
Re: Change Existing Restrictive Covenants  
October 1, 2004

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

Signature and Lot # I agree by this signature: William R. Thomas Lot #'s 1, 89 and 90. Signed 11/22/04

Sincerely  
Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

11/23/2004

Page 1 of 1

Gabriel Munoz

From: Rick Peters [rickp@satnet.com]  
Sent: Thursday, November 18, 2004 2:11 PM  
To: JamesRHerrick@aol.com  
Subject: RE: covenants

This reply should confirm my affirmative vote on this matter

From: JamesRHerrick@aol.com [mailto:jamesRHerrick@aol.com]  
Sent: Thursday, November 18, 2004 1:41 PM  
To: Rick Peters  
Subject: covenants

See Attached  
Thanks for taking the time. The post office must be using these returns...

Dear High Nogal Landowners  
Re: Change Existing Restrictive Covenants  
October 1, 2004

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

Signature and Lot # I agree by this signature: Lot 42 + 42 62

Sincerely  
Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

11/18/2004

Bk 1173 Pg 804

Subj: RE: covenant update  
Date: 12/1/2004 9:39:53 PM Central Standard Time  
From: jbrherry@sbcglobal.net  
To: JamesRHerrick@aol.com  
Sent from the Internet (Details)

Dear High Nogal Landowners  
Re: Change EXISTING Restrictive Covenants  
October 1, 2004

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

*Carol Koulton*  
Signature and Lot # Sa, #1, 42, 39 11/15/04

Sincerely

*Jim Herrick*  
Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesrherrick@aol.com

Jim,

Per our conversation I am writing this e-mail to state that I am in agreement with enforcing item 5 in the covenant to not allow the installation of any mobile homes.

Regards,

Jon

-----Original Message-----

From: JamesRHerrick@aol.com [mailto:JamesRHerrick@aol.com]  
Sent: Wednesday, November 17, 2004 4:56 PM  
To: gwtorrence@msn.com; haymes@netmtdc.com; nitrosdsquest@panet.com; huring@potterehab.com; r-star@msn.com; MNorris792@aol.com; jaloca1@elp.ut.com; jalica@yahoo.com; flyday@worldnet.att.net; CKKarlin@aol.com; robbravo@tularosa.net; LAEMKE@aol.com; fivdibute@netzero.net; margarej@du.ca; Pmishkin@tularosa.net; dennisan@backyard.com; RKozan@windconnect.com; jebayless@htzomp.net; troel@emil.com; corazell@tularosa.net; Rkie@panes.com; fsumier@earthlink.net; pauls@sbcbglobal.net; stephens399@msn.com; zsmkoski@hotmail.com; jbrherry@sbcglobal.net; thegrinches@earthlink.net; ALAN1896@aol.com; anre.ford@eds.com; Hwalker@akron.k12.oh.us; corneilus@tularosa.net; cmarin@elp.ut.com; Jalammirg@bcn@sbcglobal.net; wanie44@sbcglobal.net; bthomas12752@sbcglobal.net; marto@tlanet.com; MLCCH@aol.com; gaston.broyles@ag.state.tx.us; dktravis@fas.net; dvlavett@tnt.com; pmishkin@bellsouth.net  
Subject: covenant update

As of today's date I still need another nine letters returned. This will give us a good margin of error on the necessary 75%. If you know someone who has not sent a reply, please, talk to them.

Jim

956 237 7477

Sunday, December 05, 2004 America Online: James R Herrick

Page 1 of 1

Dear High Nogal Landowners  
Re: Change Existing Restrictive Covenants  
October 1, 2004

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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

*Jack and Judi Sprayberry*  
Signature and Lot #

Sincerely

*Jim Herrick*  
Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesrherrick@aol.com

*Martina - e-mail 11/16/04*

Subj: We support you!  
Date: 11/15/2004 11:10:04 AM  
From: jsprayberry@pbbox.com  
To: JamesRHerrick@aol.com  
Sent from the Internet (Details)

Jim,

We will be in Ciudadrot on the 1st of Dec. and can mail the signed document at that time. Will you fax it to us at (501) 644-8091? If someone is coming that way before long, we will just have them pass it to you. Will that work for you? soon enough? We will also send you some money when we get to an internet place and to our online banking. Will you tell us those land owner we might know who have not responded to you? or at least those on our side of the subdivision. We'll try and contact them. Thanks for all you do for the rest of us!!  
Jack and Judi

Wednesday, November 03, 2004 America Online: James R Herrick

Dear High Nogal Landowners  
Re: Change Existing Restrictive Covenants

October 1, 2004

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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

Agree to change, C. Dennis Lint, Barbara S. Smith, lot 51A  
Signature and Lot #

Sincerely,

Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear Jim,  
Sorry we are late in getting this back to you. You are probably figuring out by now that most of our land owners do not answer, but I certainly hope your experience turns out much better than ours. I heard rumors that Yvonne Parks (one of our landowners) sold the lot in question while working for Emerald Forest. In case you don't know Yvonne is now selling on her own. I enclosed a cut from local paper. The first time I saw the modular, I was upset too. However I did tell Yvonne that night that it was much better than the mess the Parks have been allowed to get away with on the lower road, because we have not been united as a group for the 10 years they have been here. I would like to ask you if they can be forced to finally finish their house and get rid of their junk that grows by the year also with the changing of the existing covenants.

Thanks,  
Peggy Ezell  
682-2812

Dear High Nogal Landowners  
Re: Change Existing Restrictive Covenants

October 1, 2004

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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

Peggy Ezell  
Signature and Lot # 90 "agree to change"

Sincerely,

Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners  
Re: Change Existing Restrictive Covenants

October 1, 2004

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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

Agree to change of Jim (a. Herrick)  
Signature and Lot # Lot 94A

Sincerely,

Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners,  
Re: Change Existing Restrictive Covenants

October 1, 2004

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

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Signature and Lot #

*John Espinoza Foster, 802 Lindwood #28, 29, 30*

Sincerely:

Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

*William Melton  
One Jane St. 2000-  
Wilshire Dr. 2nd Block  
Springfield*

Dear High Nogal Landowners,  
Re: Change Existing Restrictive Covenants

October 1, 2004

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I agree that item #5 of the Restrictive Covenants should be changed to read as stated above.

Agree to Change: *James Herrick, Lots 52, 53, 54, 60*  
Signature and Lot #

Sincerely:

Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

*I will also make a future donation but should not be for Road because should be for second block by Ryan's*

Dear High Nogal Landowners,  
Re: Change Existing Restrictive Covenants

October 1, 2004

In the interest of maintaining our property values the suggestion is that we take the extra step and effort to change the existing covenants. Allowing any form of manufactured/modular home will bring down the value of the existing properties and limit appreciation in the future.

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Signature and Lot #

*James Herrick 55, 56*

Sincerely:

Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

*Let me know how much for fees  
P.H.*

Dear High Nogal Landowners,  
Re: Change Existing Restrictive Covenants

October 1, 2004

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Signature and Lot #

*W. Smith 57*

Sincerely:

Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners.  
Re: Change Existing Restrictive Covenants

October 1, 2004

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John Lot # 10 Lander Z. ABEDIN  
Signature and Lot #

Sincerely,

Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners  
Re: Change Existing Restrictive Covenants

October 1, 2004

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John Lot # 10 Lander Z. ABEDIN  
Signature and Lot #

Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners.  
Re: Change Existing Restrictive Covenants

October 1, 2004

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Charles Davis Lot # 70471  
Signature and Lot #

Sincerely,

Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners  
Re: Change Existing Restrictive Covenants

October 1, 2004

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John Lot # 53A  
Signature and Lot #

Sincerely,

Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners: October 1, 2004  
Re: Change Existing Restrictive Covenants

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*James Herrick*  
Signature and Lot # Lot # 7

Sincerely

*James Herrick*  
Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners: October 1, 2004  
Re: Change Existing Restrictive Covenants

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*John*  
Signature and Lot # Lot 1

Sincerely

*James Herrick*  
Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

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*James Herrick*  
Signature and Lot # Lot # 7

Sincerely

*James Herrick*  
Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners: October 1, 2004  
Re: Change Existing Restrictive Covenants

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*James Herrick*  
Signature and Lot # Lot # 7

Sincerely

*James Herrick*  
Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

*agree to change*  
*(portion of 15 to 20 #22)*  
*10/10/04*

Dear High Nogal Landowners.  
Re: Change Existing Restrictive Covenants

October 1, 2004

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Jim Herrick #117  
Signature and Lot #

Sincerely,

Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners.  
Re: Change Existing Restrictive Covenants

October 1, 2004

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Jim Herrick #79B  
Signature and Lot #

Sincerely,

Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Balamirrigation@sbcglobal.net

Dear High Nogal Landowners.  
Re: Change Existing Restrictive Covenants

October 1, 2004

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Jim Herrick Lot 1 (Part 2) Oct 29, 04  
Signature and Lot #

Sincerely,

Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners.  
Re: Change Existing Restrictive Covenants

October 1, 2004

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Jim Herrick  
Signature and Lot #

Sincerely,

Jim Herrick  
High Nogal Ranch Estates Association, Inc  
702 Lindenwood  
Laredo, Texas 78045  
956 237 7477  
jamesherrick@aol.com

Dear High Nogal Landowners  
Re: Change Existing Restrictive Covenants

October 1, 2004

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Wendy A Jackson - Lot # 15  
Signature and Lot #

October 13, 2004

Sincerely

Jim Herrick  
High Nogal Ranch Estates Association, Inc  
7912 Lindenwood  
Laredo Texas 78045  
956 237 7477  
jamesherrick@aol.com

December 17, 2004

Dear Jim,

Since I have been so busy in writing this note to you. In response to your letter concerning restrictions on building on our lot #15, we have some concerns to themselves to be sure to be, there must be better standards for construction are built in our area, especially mobile homes.

There was some mention in your letter about restricting to "new" materials only. There have been many beautiful homes built from salvaged materials. Perhaps a system of some sort to require when approval might be better. Just something to think about.

Keep us posted by what is happening with this.

Sincerely  
Rudica and Robert Montgomery



STATE OF NEW MEXICO } S.S.  
OTERO COUNTY

FILED FOR RECORD IN MY OFFICE

This 14 day of February 2005

At 3:05 o'clock P M and duly recorded

in Book No. 1173 Page 703-810

The records of Otero County, New Mexico

Rudica and Robert Montgomery  
County Clerk, Otero County, New Mexico

By Jim Herrick Deputy

1570