

## RESTRICTIVE COVENANTS

FOR

SILVER CLOUD ESTATES, UNIT ONE

The undersigned, being the owner of all the lots located in Silver Cloud Estates, Unit One, a subdivision located in Otero County, New Mexico, a plat of which was recorded in Book 18 at Pages 3 through 4 of the records of Otero County, New Mexico, on the 30th day of October, 1973, do hereby consent and agree that the following Restrictive Covenants shall be in full force and effect upon the property within said Silver Cloud Estates, from the date of recording this instrument, to-wit:

1. There shall not be erected more than one (1) single private family dwelling together with the necessary and appurtenant attached buildings such as garages, car ports or servants quarters customarily used in connection therewith on any one lot within Unit One.

2. There is hereby created the Silver Cloud Estates Architecture Control Committee (hereinafter sometimes referred to as the "Committee"), composed of Rex V. Lane, Norman R. Lane and Fred L. Tidwell. In the event of the death, resignation, or incapacity of any member of said Committee, the remaining member or members shall have full authority to appoint a successor member or members. Any member of said Committee may be removed for cause upon the vote of two (2) members thereof. Said Committee shall have the power to make, alter and amend its own rules and regulations with regard to meetings, quorums and other procedural matters. Members of the Committee shall be entitled to reasonable compensation for services performed pursuant to these covenants. The powers and duties of the Committee shall, on December 31, 1980, or on such sooner date as the members of the Committee all have resigned, died or become incapacitated for thirty (30) days without replacement, automatically become vested in the members of Silver Cloud Estates, a joint venture, or a committee of three persons designated by said Silver Cloud Estates, a joint venture.

3. No dwelling, garage, car port, fence, wall, retaining wall, outbuilding or other structure of any kind shall be erected, constructed, placed, on or maintained on any lot or lots or portion thereof until such plans and specifications for the aforesaid building or changes have been first submitted to the Committee in writing for its approval and such approval obtained in writing from the Committee.

4. No alterations, additions, changes or repairs are to be made to the exterior of any structure thereof, unless prior to the commencement of any change or changes, including excavation and grading as well as color scheme, the Committee shall have all changes submitted to it in writing and will approve or disapprove same in writing before such changes may be made.

5. All roofing materials must be of wood or other materials specifically approved by the Committee in accordance to a specific architectural situation.

6. All plans, specifications or other changes such as landscaping or color scheme shall be submitted to the Committee in duplicate. One set of plans, specifications or change request will remain in the possession of the Committee.

7. The Committee shall act with all due promptness; in the event the Committee shall fail to approve or disapprove any submissions to it hereunder within thirty (30) days from such submission, the submission shall be deemed to have been fully complied with. The Committee's sole objective being that of keeping in an upgraded state the exterior appearance and harmony thereof with the surroundings and the effect of the structures and landscaping on the outlook from adjacent or neighboring properties.

8. No business or profession, manufacturing operation, commercial enterprise or public or commercial amusement enterprise shall be conducted, operated or maintained on any lot.

9. No structure shall be erected, constructed, or placed on any lot nearer than twenty-five (25) feet from the front lot line or nearer than ten (10) feet to the side lot line or fifteen feet (15) from the back lot lines, except that upon written application to the Committee, if configurations and typography permit, a variance may be granted from said set backs.

10. From the initial commencement time of construction of a dwelling, the owner or owners will proceed with diligence to complete said structure within one (1) year from the date of commencement, excepting delays caused by Acts of God.

11. No second hand or old buildings shall be moved on any lot in this subdivision. Only second hand materials first approved by the Committee may be used in construction.

12. No brush, trash, or other materials shall be burned except in compliance with the fire regulations of the appropriate regulatory agency.

13. No lots shall be subdivided into smaller lots or parcels. However, one owner of adjacent lots may decide to build on said lots and thus making said lots a single lot; at which time the Committee will, after written notice from the owner of adjacent lots, take this under advisement. This will be permitted by the Committee so long as there is no infringement of utility easement requirements.

14. No trailer, shed, tent, garage or temporary building shall be used for a temporary resident during the period of construction of the principal dwelling. Only construction trailers or sheds will be permitted by the Committee after written request by the owner or contractor.

15. No exposed concrete block, whether painted or otherwise, shall exist on any lot without the written consent of the Committee.

16. All garbage or trash containers, oil tanks, gas tanks, or other storage facilities will be placed in a walled in container approved by the Committee before the commencement of construction. No garbage, refuse, junk, trash or obnoxious or offensive material shall be permitted to accumulate on any lot, and the owner of each lot shall cause the same to be disposed of by and in accordance with accepted sanitary practices and in accordance with the regulations of the State of New Mexico, and any of its subdivisions.

17. Each home will have installed, at the time of construction, a trash compactor.

18. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood.

19. No animal or fowl of any description shall be raised, housed, or kept on any lot; except that dogs, cats, or other household pets that are of such a nature as not to interfere with the safety and comfort of adjoining lot owners may be kept on a lot, provided that they are bred or maintained thereon for any commercial purposes.

20. Principal dwelling houses, exclusive of garage, car ports, patios, terraces and porches, that are to be constructed will have a minimum heated area of not less than 1200 square feet.

21. Live trees having a diameter of eight (8) inches or more measured one (1) foot above the ground, may not be removed without the prior written consent of the Committee.

22. Neither barbed wire nor chicken wire shall be used in this subdivision.

23. No windmills or wind chargers shall be erected upon any lot in this subdivision.

24. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood.

25. No outdoor-type toilet shall be erected or maintained in the subdivision, except by prior approval of the Committee as outdoor portable toilets may be on the premises during the actual period of construction as may be required by State or Federal law. All toilets shall be located inside the principal buildings and shall be connected with proper septic tanks or a sewage disposal system that conforms with the State of New Mexico and Otero County health laws and regulations provided, however, that if a sewer line is laid on any street, easement or public way on which a lot abuts, it shall be incumbent upon the then lot owner to establish connection with said sewer system without delay, and thereafter to make use of the same to the exclusion of any other sewage disposal system.

26. No work or exploration for any minerals, mining of any minerals or quarrying of any rock minerals, soil or material of any nature shall be conducted on any lot or portion thereof, nor

shall any excavation of any nature be made upon any lot or portion thereof except as may be incident to the installation of utility services, drainage lines, excavations incident to the grading and preparation of building sites, the construction of dwellings and/or swimming pools, and the grading of roads and streets.

27. No signs of any character shall be permitted to be placed or maintained on any lot except a sign not larger than 72 square inches setting forth the name of the owner or occupant of said lot. All other signs are prohibited on any lot without prior written approval of the Committee.

28. 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 Silver Cloud Estates, a joint venture, through its agents and employees, shall have the right to enter upon such lot and to repair, maintain, rehabilitate, and restore the premises and the exterior of any improvements situated thereon, and the cost thereof shall be charged against the owner of said lot by notice to the lot owner or purchaser by regular mail addressed to his last address as shown on the records of Silver Cloud Estates, a joint venture, and if the sum is not paid within thirty (30) days after such notice has been mailed, the amount due shall be and become a lien on the said lot when Silver Cloud Estates, a joint venture, has caused to be filed or recorded in the office of the County Clerk of Otero County, an affidavit of non-payment of such sum in the form of a materialman's lien, and posting a copy of the same upon said lot within one (1) year from the date of mailing of such notice of amount due. Such lien shall be foreclosed in the manner provided by the laws of the State of New Mexico.

29. Silver Cloud Estates, a joint venture, reserves easements over or under the surface, or both, required for the installation and maintenance of electric lines, telephone lines, water lines, sewer lines, both storm and sanitation, gas lines and for all other utilities, both public and private, with the right to assign such easements. The easements herein reserved shall consist of a ten (10) foot strip of land along the rear lot line and five (5) foot strip of land along each side line of each lot, thus reserving in Silver Cloud Estates, a joint venture, an easement of twenty (20) feet along the rear lot line and ten (10) feet along the side lot lines when two abutting lots are considered.

30. At such time as Silver Cloud Estates, a joint venture, has water lines installed so as to make water available to each lot, Silver Cloud Estates, a joint venture, or its agents will charge a stand-by water fee of \$5.00 per month. The charge for water will be made whether or not any water is actually used by the lot buyer or lot owner. Said monthly charges shall be due and payable at the same time and in addition to the regular monthly installments on the purchase of each such lot. After the purchase price of each lot has been paid in full, the monthly water fees shall be paid on or before the 10th day of each month. Failure to pay the monthly water fee shall constitute a default under the terms of the contract or purchase executed by the lot buyer, and after the purchase price has been paid in full, payment of the water fees 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 28 above, said lien may be foreclosed in the manner provided by the laws of the State of New Mexico.

