

RESTRICTIVE COVENANTS

FOR

SILVER CLOUD ESTATES, UNIT ONE

The undersigned, being the sole 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 on the 30th day of October, 1973, does hereby vacate and declare null and void those certain Restrictive Covenants recorded in Book 404, at Pages 216 through 220 of the records of Otero County on the 25th day of November, 1973 and further does 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 or single family trailer home, 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 the Board of Directors of Silver Cloud Estates, Inc., or any committee of three (3) persons from time to time they may designate. 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.
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. Single family trailer homes are excluded from this provision.
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 submittals 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 (15) feet from the back lot lines, except that upon written application to the Committee, if configurations and topography 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 three (3) years from the date of approval by the Committee; 50% completion by the end of the first year; 80% completion by the end of the second year; and 100% completion by the end of the third year is required, 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 shed, tent, garage or temporary building shall be used for a temporary residence during the period of construction of the principal dwelling. Only construction sheds will be permitted by the Committee after written request by the owner or contractor.

15. 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 subdivision.

16. 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.

17. 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 not bred or maintained thereon for any commercial purposes.

18. Principal homes and dwelling, exclusive of garage, car ports, patios, terraces and porches, that are to be constructed will have a minimum heated area of not less than 1,200 square feet. Trailer homes must be of a width of not less than 12 feet and a length of not less than 33 feet and at the time of placement on the lot, not more than eight (8) years old from the factory completion date of its serial number.

19. Mobile homes must be skirted within ninety (90) days of being placed on the lot. All skirtings shall be installed to professional standards and made of durable quality materials suitable to the Committee.

20. All auxiliary structures must blend with the color of the mobile home.

21. No more than one mobile home may be placed on any lot.

22. All clothes lines shall be maintained on the rear of the lot.

23. 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.

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

25. No windmills or wind changers shall be erected upon any lot in this subdivision.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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, Inc., a New Mexico corporation, 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, Inc., a New Mexico corporation, 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, Inc., a New Mexico corporation, 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.

31. Silver Cloud Estates, Inc., a New Mexico corporation, 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, Inc., a New Mexico corporation, 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.

32. At such time as Silver Cloud Estates, Inc., a New Mexico corporation, has water lines installed so as to make water available to each lot, Silver Cloud Estates, Inc., a New Mexico corporation, 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

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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 of purchase executed by the lot buyer, and after the purchase price has been paid in full, payment of the water fees will 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 30 above, said lien may be foreclosed in the manner provided by the laws of the State of New Mexico.

33. Silver Cloud Estates, Inc., a New Mexico corporation, reserves the right to control the number and type of vehicles in the subdivision so as to promote the best interests of the lot owners. The owners of any motorized vehicle which causes or emits excessive pollutants including but not limited to noise and particulate matter, may be required by Silver Cloud Estates, Inc., a New Mexico corporation, to modify or repair such vehicle to meet the standards required by Silver Cloud Estates, Inc., a New Mexico corporation. Failure of the owner to do so shall be considered a breach of these covenants.

34. These covenants are to run with the land and shall be binding upon the undersigned and all persons claiming under them, their heirs, successors, and assigns, for a period of ten (10) years from the date these Restrictive Covenants are recorded, after which time said Restrictive Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots in the subdivision has been recorded agreeing to change said restrictions in whole or in part or releasing any portion of the property in said subdivision from any one or more, or all, of said Restrictive Covenants.

35. All of the Restrictive Covenants contained herein are for the benefit of any and all of the owners of the lots within the boundaries of the subdivision, and if the undersigned owner or any of its assigns or successors in interest shall violate or attempt to violate any of such Restrictive Covenants, then it shall be lawful for any other person or persons owning land within said boundaries, and for the Architectural Control Committee to prosecute any proceeding at law or in equity to recover damages or to enjoin such act and to have any and all further legal and equitable relief. The word "person" as used herein means any individual, partnership, firm, company, trust, association, corporation, or other entity of whatsoever nature.

36. Invalidation of any one of these covenants shall in nowise affect any of the other provisions hereof, which shall remain in full force and effect.

WITNESS our hands and seals this 29<sup>th</sup> day of April, 1974.

SILVER CLOUD ESTATES, INC., a New Mexico Corporation

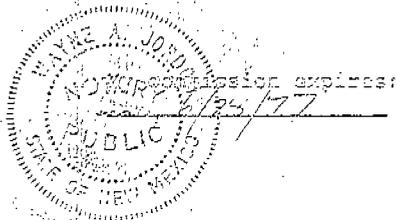
By Raymond Walker  
President

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STATE OF NEW MEXICO )  
COUNTY OF OTERO )

The foregoing instrument was acknowledged before me this  
29<sup>th</sup> day of June, 1976, by Harmond Walker President  
of Silver Cloud Estates, Inc., a New  
Mexico corporation, for and on behalf of said corporation.

Wayne A. Jordan  
Notary Public



STATE OF NEW MEXICO )  
OTERO COUNTY )  
FILED & RECORDED IN MY OFFICE  
This 1 day of July 1976  
at 3:25 P.M. and duly recorded  
Book No. 424 Page 822-27  
The Recording Clerk, Otero County, New Mexico.  
Sharon Allen  
County Clerk, Otero County, New Mexico  
Marion Ashby Deputy



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