Amendment #2

August 13, 2014

RESTRICTIVE COVENANTS
SKYWATER SUBDIVISION
TO THE VILLAGE OF CLOUDCROFT
OTERO COUNTY, NEW MEXICO

The above described Subdivision, as evidenced by that Plat filed on the **9th** day of **October, 2013**, **Instrument# 201308738** of the Plat records of Otero County is hereby made, subject to the following described restrictive covenants, declarations, limitations and required use of lots within the Subdivision.

1. All lots shall be subject to the Village of Cloudcroft Ordinances.

2. In addition to all Village of Cloudcroft Ordinances, the following Restrictive Covenants, hereinafter referred to as "Covenants", shall apply per designated zoning at time of recording:

   A. There shall be no mobile homes, manufactured homes or pre-fabricated buildings, or other factory built buildings placed on any lot.

   B. All construction requiring a permit by the Village of Cloudcroft or the State of New Mexico shall be site built.

   C. There shall be no exposed sewer plumbing on any lot.

   D. The following water conservation requirements shall apply to each lot in each zone as noted.

      1. All R1 and R2 zoned lots shall have as follows:

a) 50% of the total square feet of the roof area or 1,000 square feet, whichever is greater, including all overhangs, porches, and garages shall be designed and constructed so as to capture or "Harvest" any snow melt or rainfall in that area. Such areas will be identified on all construction plans as "Water Harvest Area".
b) All buildings shall have an on-site storage capacity of 4 gallons for each square foot of "Water Harvest Area" identified in their construction plans. All such storage shall be contained within the building design.
c) All identified "Water Harvest Area" shall be connected to the storage with a design that will accommodate 1200 gallons per hour.
d) All roof areas not identified in the "Water Harvest Area" shall be guttered. Gutters will terminate in a permeable material of adequate cubic feet to absorb 1" of rainfall in one hour based on 75 cubic feet per 1000 square feet of roof area guttered. All such areas shall be shown on the SITE PLAN with cubic feet noted.
e) All toilets in any building constructed shall be plumbed so as grey water, as defined by the New Mexico Environmental Department as amended, re-use is their primary source.

2. All commercially zoned lots shall have as follows:

a) All exterior irrigation requirements shall be provided through "Water Harvest Area" collections or grey water reuse as permitted by NMED and identified on construction drawings.
b) No Village of Cloudcroft water connection shall be used for exterior irrigation purposes.
c) All roof areas not identified in "Water Harvest Area" shall be guttered. Gutters will terminate in a permeable material of adequate cubic feet to absorb 1" of rain in one hour based on 75 cubic feet per 1000 square feet of roof area guttered. All such areas shall be shown on the SITE PLAN with cubic feet noted.
d) All toilets in any building constructed shall be plumbed so as grey water reuse is their primary source. Should grey water

reuse not be available as a result of the original occupancy of the building then collected water from "Water Harvest Area" may be used, and if not adequate, Village of Cloudcroft water can be used as a last resort source.

e) 50% of all urinals shall be waterless models.

E. Solar power requirements shall apply to each lot in all R1, R2 or commercial zoned areas, and all construction designs shall include as a minimum the following:

1. One dedicated 200-watt solar panel for the recirculation of on-site stored water.
2. One solar hot water device with a minimum capacity of 20 gallons.
3. Rough in electrical conduit for the most beneficial solar location for future use of additional solar panels.

F. Existing Buildings.

The developer declares there are three (3) existing buildings located on commercial zoned lots. One each on Lot 1, Lot 4 and Lot 8 Block 7. These buildings as they exist are exempt from items 2(D)(2) and 2(E). However, should they be added on to in the future, all additional square footage are subject to all restrictive covenants, declarations, limitations and required use for commercially zoned lots.

G. Restrictions to run with the land.

All restrictive covenants, declarations, limitations and required uses shall run with the land and continue as such for ten (10) years from the date of recording. They shall be extended automatically for successive periods of ten (10) years unless the owners of seventy-five percent (75%) of the lots shall covenant to alter, modify or eliminate any or all of these restrictive covenants, declarations, limitations and required use of lots.

H. Enforcement, waiver and binding effect of restrictions.

The provisions herein contained shall bind and be to the benefit of, and be enforceable at law and in equity by the developer, its successors and assigns, or by the grantee of any lot. Failure by the developer, its successors and assigns, or any grantee to enforce any of the restrictive covenants, declarations, limitations and required use herein contained shall not be deemed a waiver of the right to do so thereafter, and shall not subject the developer to any liability for failure to enforce.

I. Severability Clause

If any one or more of the foregoing restrictive covenants, declarations, limitations and required uses is declared for any reason, by a court of competent jurisdiction, to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the restrictive covenants, declarations, limitations and required uses not declared to be void or unenforceable, but all of the remaining restrictive covenants, declarations,limitations and required uses not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

J. Restatement and replacement of the restrictive Covenants recorded October 9, 2013 as Instrument No. 20138739, Otero County Clerk's Office, State of New Mexico.

These restrictive covenants, declarations, limitations and required use of lots within the subdivision replace and amend the restrictive covenants recorded October 9, 2013 as Instrument No. 201308739, Otero County Clerk's Office, State of New Mexico, in their entirety, except Amendment No. One of those restrictive covenants, declarations, limitations and required use dated October 16, 2013 regarding Lot One, Block One are incorporated herein by reference as if set forth in full and still remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, acting as the Managing Member of All Family Partners, LLC, owner of 97% of lots has caused these Restrictive Covenants to be executed at Cloudcroft, New Mexico on the date indicated below.

ALL FAMILY PARTNERS, LLC

By James R Maynard
James R. Maynard
It's Managing Member
Dated: 09-10-2014

STATE OF NEW MEXICO)
): ss.
COUNTY OF OTERO)

The foregoing instrument was acknowledged before me this 10 day of September, 20 14, by JAMES R. MAYNARD, Managing Member of ALL FAMILY PARTNERS, LLC, on behalf of said limited liability company.

Cassandra M Dees
Notary Public

My commission expires:

07/22/2018

OFFICIAL SEAL
CASSANDRA M. DEES
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 07/22/2018

REC DATE:9/10/14 REC TIME:3:04:14 PM INSTR#:201406459 CLK:
OTERO COUNTY,DENISE GUERRA COUNTY CLERK PAGE 5 OF 5