

THE STATE OF NEW MEXICO)
)
 COUNTY OF OTERO)

C & F JOINT VENTURE composed of CHARLES R. CARTER and A. FUENTES, do hereby agree to the following restrictions, reservations and conditions which shall follow the land and shall be binding upon it as well as any and all other subsequent owners or lessees of the hereinafter described land, all of said land being owned by us, in New Mexico, described as follows, to-wit:

A tract of land in Lots 17 and 18 of Section 6, T 16S, R 12E, N.M.P.M., commencing at a point on the subdivision line between Lots 16 and 17, a distance of 537.3 feet, N 89°52' W from the NE corner of said Lot 17, said point also being on the east line of Corona Avenue, this point being designated as corner number 1 of the tract hereby described; thence S 17°30' E, 156.0 feet to corner number 2; thence S 20°10' W, 156.3 feet to corner number 3; thence S 34°30' W, 207.0 feet to corner number 4; thence S 49°15' W, 318.0 feet to corner number 5; thence S 38°50' W, 154.5 feet to corner number 6; thence S 89°52' E, 543.3 feet to corner number 7; thence N 4°00' W, 426.0 feet to corner number 8; thence N 11°30' E, 238.4 feet to corner number 9; thence N 18°45' E, 149.0 feet to corner number 10; thence N 89°52' W, 149.0 feet to the point of beginning; containing 4.13 acres more or less; EXCEPTING any portion of above description which may lie outside of said Lot 17, and excepting right of way for power lines; according to map and plat thereof dated the 2nd day of September, 19 72, filed for record in the Office of the County Clerk and Recorder of Otero County, New Mexico, on the 30th day of August, 19 74.

1. The property hereinabove described will meet or exceed those restrictions that are found in Ordinance #89 to the Village of Clouderoft, more particularly those Sections 7-3-6 (R-1) and Sections 7-3-7 (R-2) and other sections that are referred to in such sections which are dated July 10, 1979. This property shall never be used for commercial purposes.
2. It is understood that the property covered by this instrument may be subdivided into building sites which shall be residential lots as set out above and any such subdividing or platting of property must have the approval of CHARLES R. CARTER or A. FUENTES, their legal representatives, or assigns. Reference to lots in this instrument shall specifically mean lots in any subsequent subdividing.
3. No residence shall be constructed which consists of less than 1,000 square feet exclusive of open porches and garage, and no residence shall be constructed that will cost less than \$15,000.00. No townhouse or condominium shall be constructed which consists of less than 800 square feet exclusive of open porches and garage, and no townhouse or condominium shall be constructed that will cost less than \$15,000.00.
4. No old or secondhand building shall be moved on any lot in the subdivision.
5. Easements shall be retained across the property for the purpose of utilities as shown on the subdivision maps to be filed hereafter, and said easements shall be binding upon all purchasers of any of said property, and no owner of any lot in said subdivision shall place any improvements over the area which is shown as an easement for public utilities.
6. If any of the parties hereto, or their heirs, executors, administrators, legal representatives, successors or assigns, shall violate, or attempt or threaten to violate, any of the covenants or restrictions herein contained before 4-1-2016, then any party hereto, or their heirs, executors, administrators, legal representatives, successors or assigns, or any person or persons owning any portion of the above described property may prosecute by law or bring proceedings against any person or persons violating, threatening or attempting to violate any such covenants or restrictions and enjoin such person or persons from such violation, threatened or attempted violation, and all costs of such action or proceeding, including a reasonable attorney's fee, shall be chargeable to and assessed against the person or persons who have violated or threatened or attempted to violate any

of these covenants or restrictions. In no event, however, shall such action or proceedings affect, cancel or impair any mortgage or other lien which in good faith at that time may be existing upon the property or any improvements thereon.

7. The invalidation of any one of these covenants by a judgment of any court of competent jurisdiction shall in no way affect any of the other provisions herein contained, and such other provisions shall remain in full force and effect.

EXECUTED at El Paso, Texas, this 4th day of APRIL, 1980.

C & F JOINT VENTURE

Charles R. Carter
Charles R. Carter

A. Fuentes
A. Fuentes

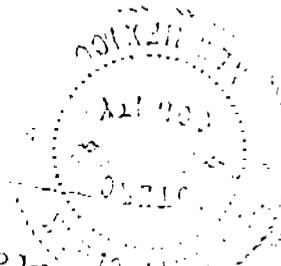
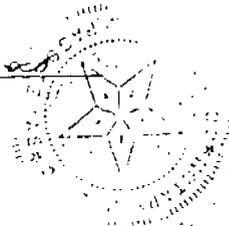
THE STATE OF TEXAS)
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 4th day of APRIL, 1980, by CHARLES R. CARTER and A. FUENTES.

My commission expires:
6/30/80

Julian Bernat
Notary Public

JULIAN BERNAT, Notary Public
In and for the County of El Paso, Texas
My commission expires June



STATE OF NEW MEXICO } ss.
OTERO COUNTY }
FILED FOR RECORD IN MY OFFICE
APR 19 1980
AT 3:55 P.M. in El Paso County, New Mexico
484 446-48

Marquet D. Sanchez
County Clerk
Jacques Datchy

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