

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

November 1, 2011

INSTRUMENT # 20138738

The above described Subdivision, as evidenced by that Plat filed on the 9th day of OCTOBER in Book ____, at Page ____, 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:
 - A. There shall be no mobile homes, manufactured homes or pre-fabricated buildings, or other factory built buildings placed on any lot.

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

 - C. There shall be no exposed plumbing on any lot. Any roof penetrating vent pipe is exempt.

 - D. The following water conservation requirements shall apply to each lot:
 - i) 50% of the total square feet of the roof area or 1,000 square feet, whichever is greater, including all overhangs, porches, garages and accessory buildings shall be designed and constructed so as to capture or "Harvest" the majority of any snow melt or rainfall available to that area. Such areas will be identified on all plans as "The Water Harvest Area".

 - ii) All buildings on any lot shall have an on-site storage cistern or cisterns of adequate size to store 4 gallons of water for each square foot of "Water Harvest Area" identified in their construction plans. All such cisterns to be contained within the building design. There shall be no exposed cisterns.

 - iii) All identified "Water Harvest Areas" shall be connected to the storage cisterns with a design that will accommodate a 2.5" rain in 1 hour; an overflow design shall accommodate a flow rate 50% greater.

dm

- G. **Developer Approval and Control.** It is the intent of the developer that it will sell package deals, combining the sale of a lot with a contract for construction of Improvements and Buildings on the lot. The developer may allow a related or approved contractor perform the construction. There shall be no warranty deed conveyed by the developer to the purchaser until the purchaser has entered into a construction agreement complying with these Covenants and Building Guidelines.
- H. All construction being performed on any lot shall be subject to the supervision of the developer, and its assigns. The purpose of such supervision is to ensure compliance with these Covenants and Building Guidelines.
- I. The term "construction", as used herein, shall include all site modifications, grading and other site preparations, as well as building construction.
- J. All designs shall be subject to the review and approval by the developer and its assigns, and shall require the developer's approval signature on all plans and designs.
- K. **Modification of Covenants.** These Covenants may be amended by the developer, and its assigns, so long as it owns 25% or more of the platted lots. When the developer no longer owns 25% of the platted lots, then these covenants may be amended by an affirmative vote of 2/3 of the lot owners, including the developer, with each lot owner having one vote per lot.
- L. **Mortgagee.** Should any mortgage or deed of trust be foreclosed on any lot to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who then and later become the owner or owners of a lot, shall be subject to and bound by all the restrictions, conditions, and covenants set forth in this instrument.
- M. **Enforcement.** These Covenants may be enforced by the developer, and its assigns, or any lot owner subject to these Covenants. The prevailing party in any such action and/or arbitration shall be entitled to recover its attorney fees incurred therein.
- N. **Arbitration.** Except as hereinafter provided, all disputes arising directly or indirectly out of these covenants shall be resolved by arbitration. The arbitration shall occur pursuant to the rules of the American Arbitration Association (AAA).

The agreement to arbitrate, however, shall not prevent anyone seeking to enforce the Covenants from bringing an action in the District Court of Otero County, New Mexico, to obtain a temporary restraining order, preliminary injunction, or to otherwise prevent any unauthorized action on any lot within the subdivision, pending an arbitration award.

STATE OF NEW MEXICO)

: ss.

COUNTY OF OTERO)

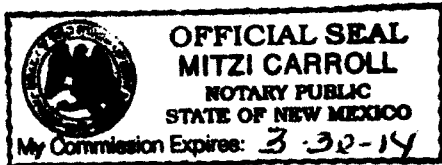
The foregoing instrument was acknowledged before me this 9th day of October, 2013, by JAMES R. MAYNARD, Managing Member of ALL FAMILY PARTNERS, LLC, on behalf of said limited liability company.

Mitzi Carroll

Notary Public

My commission expires:

March 30, 2014



REC DATE: 10/9/13 REC TIME: 11:39:55 AM INSTR#: 201308739 CLK dm
OTERO COUNTY, DENISE GUERRA COUNTY CLERK PAGE 5 OF 5

