



**PROTECTIVE COVENANTS**  
**Escondido Subdivision Phase I**  
**Bloomfield, New Mexico**

The UNDERSIGNED, being the sole owners of property located in the County of San Juan, State of New Mexico, described as follows, to wit:

Escondido Subdivision Phase I, Bloomfield, New Mexico a subdivision with the official plat thereof, recorded in the records of San Juan County, New Mexico, on August 17, 2005.

does hereby establish a general plan for the improvement and use of said property owned by it, and does hereby establish the restrictions and covenants upon which said property shall be used subject to the covenants herein set forth, all of which shall be binding upon and inure to the benefit of the present and future owners of Lots, to wit:

**DWELLING QUALITY AND SIZE.** Unless otherwise approved by the Developers, the ground floor area of the main structure, exclusive of garage, exterior storage rooms, basement and porches, shall be not less than 1,100 square feet. All dwellings must have a minimum of a double car garage. No lots shall be used for any purpose other than residential use for one detached single family residence. Front set backs shall be a minimum of 20 feet for garages and 15 feet for house structures. Rear set backs shall be a minimum of 20 feet for garages and 20 feet for house structures. Side set backs are a minimum of 5 feet on sides.

No building shall be erected or placed upon said premises, other than one detached, single dwelling house and garages to be used as a private dwelling place; provided however, that a guest house or maid's quarters may be attached to the house so as to conform to the same elevation and design. Separate detached garage may be allowed.

**FRONT YARD LANDSCAPING,** Front and side yards that are visible from the street must be landscaped within twelve months from November 1, 2006 or within twelve months of closing. All landscaping must be kept weed free at all times and all landscaping must be kept-up at all times.

**BUILDING CODE.** The building code of the City of Farmington shall regulate and govern all building construction in this subdivision including, but not limited to, property line setbacks, foundations, basements, structural, roofing, windows, doors, masonry, plumbing, electrical, heating and cooling.

**TEMPORARY STRUCTURES.** No trailer, tent, shack, garage, barn, basement or other accessory building shall not at any time be used as a residence temporarily or permanently nor shall any other structure of a temporary character be used as a residence.

**COMPLETION OF EXTERIOR.** Buildings on this tract shall be finished as to exterior within twelve months from the date of commencement.

**CLOTHES LINES AND STORAGE.** All clothes lines, equipment, service yards, woodpiles or storage piles shall be kept screened so as to conceal them from view of neighboring property and streets.

**GARBAGE AND REFUSE DISPOSAL.** All rubbish, trash or garbage shall be kept in containers, out of view and not allowed to accumulate on the premises. No rubbish, trash or garbage shall be burned on the premises. Incinerators of every kind shall be prohibited.

**VEHICLE PARKING.** No in-operative vehicles are allowed to be parked in front of any house at any time. No vehicles allowed on blocks in the front yard. No trucks, buses, trailers, boats, campers, snowmobiles, etc. other than passenger automobiles and pickup truck, 3/4 ton or less (not having a camper, shell or other attachment which extends above the normal roof line of the cab) shall be parked on any lot except where such parking area is located entirely to the rear of the front most portion of the residence and then only if such area has sufficient screening to substantially conceal the parked unit from view of the street. Garages and/or carports as allowed under these covenants shall be considered for meeting this requirement provided the unit being parked can be entirely contained therein.

**EXCAVATIONS AND GRADING.** No excavating or grading shall be done that may cause either temporary or permanent erosion of dirt or soil onto adjacent lots or property. No excavating or grading shall be done that concentrates or diverts the natural flow of water onto adjacent lots or property.

**CONVEYANCE RESTRICTIONS.** Deed of conveyance of the premises, or any part thereof may contain foregoing restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, each and all of said restrictive covenants shall be valid and binding upon the respective Grantees.

**SEVERABILITY.** Invalidation of any one of these covenants by judgment of court shall in no way affect any of the other provisions, which shall remain in full force and effect.

**DEDICATED EASEMENTS AND RIGHTS OF WAY.** Dedicated easements and rights of way, including those shown on the recorded plat of said Subdivision, are hereby reserved for the benefit of all the above described Lots, for drainage and the erection, construction, maintenance and operation of wires for the transmission of electrical energy and for telephone, television and telegraph lines and for laying and maintenance of pipes, mains and conduits for the furnishing of water, gas, sewer service and installing, maintaining and reading of gas, electric and water meters.

Each building structure shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the original builder. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event a structure is partially or totally destroyed, and then rebuilt, the owners of adjacent property agree that minor encroachments of parts of the adjacent unit due to constructions, shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

**ENFORCEMENT.** If the owners shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated with said development or tract to prosecute any proceeding at law or in equity against the person or persons, firm or corporation violating or attempting to violate any such covenant and either to prevent him or them so doing or to recover damages for such violations. Any prevailing party in a lawsuit may be awarded reasonable attorney fees by the court.