

# PROTECTIVE COVENANTS

Valley View Estates  
Bloomfield, New Mexico

August 12, 1999

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

Valley View Estates, Bloomfield, New Mexico a subdivision with the official plat thereof, recorded in the records of San Juan County, New Mexico, on October 22, 1997

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:

**ARCHITECTURAL CONTROL.** Subject to the restrictions set forth herein, no building or structure of any kind or character shall be commenced, erected, placed or maintained on any lot unless and until plans and specifications (including but not limited to fences, storage sheds, grading and landscape plans) showing the nature, location, quality of proposed materials, size, area, height, shape and design thereof first shall have been submitted to and approved in writing by the Architectural Control Committee, (hereafter referred to as "Committee"). Specifically, no chain link fences will be allowed in the front of the house on either the front lot boundary lines or side lot boundary lines of all lots, including corner lots. Specifically, the location of storage sheds on all lots shall be determined by the Committee. Failure to reject in writing said plans and specifications within thirty (30) days from the date they are submitted to the Committee shall constitute approval of said plans and specifications. The Committee shall have the right to refuse approval of said plans and specifications which, in its opinion, are not suitable or desirable with respect to the individual lot concerned or the Subdivision as a whole. In this regard, the Committee shall have the right to take into consideration the matters mentioned above, as well as the aesthetics of the proposed building or any structure, the harmony thereof with the surroundings, the effect of the building or any structure as seen from the adjacent or neighboring property and the effect on the Subdivision as a whole. All subsequent exterior additions, changes or alterations, including but not limited to other structures of any kind or character shall be subject to the prior approval of the Committee or its assigns under the same conditions herein set forth.

**DWELLING QUALITY AND SIZE.** Unless otherwise approved by the Committee, the ground floor area of the main structure, exclusive of garage, exterior storage rooms, basement and porches, shall be not less than 1,200 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 25 feet for garages and 25 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 and 8 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.

**BUILDING CODE.** The building code of the City of Bloomfield 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.

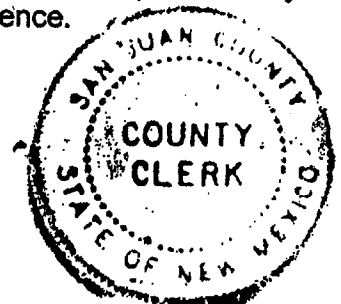
**TEMPORARY STRUCTURES.** No trailer, tent, shack, garage, barn, basement or other accessory building shall at any time be used as a residence temporarily or permanently nor shall any other structure of a temporary character be used as a residence.



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San Juan County, NM Clerk CAROL BANDY *Winters*



**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 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. Such screening shall be subject to approval of Architectural Control Committee. 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. All construction shall be done in a manner to preserve the natural vegetation and appearance of each lot and no lot shall be entirely cleared by scraping or bulldozing.


**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.

**VARIANCE.** The Architectural Control Committee shall be authorized to permit minor variances from time to time, occasioned by mistake, oversight or neglect, in order to prevent undue hardship upon a builder, lot owner, etc.

  
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San Juan County, NM Clerk CAROL BANDY

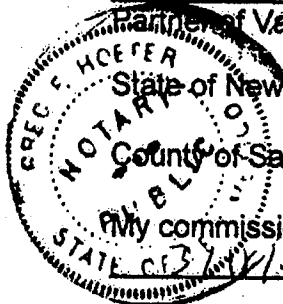
**ENFORCEMENT.** If the owners shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated with said development or tract to prosecute any proceeding at law or in equity against the person or persons, firm or corporation 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.

**HEIRS AND ASSIGNS.** These covenants shall be binding upon the heirs and assigns of all owners.

This declaration is made this 4<sup>th</sup> day of April, <sup>2000</sup>~~1999~~.

Steven J. Gabaldon

Partner of Valley View Estates, LLC



State of New Mexico )  
County of San Juan )

My commission will expire:

This instrument was acknowledged before me this 4<sup>th</sup> day of April, 2000, by Steven J. Gabaldon

Notary Public

Kenneth W. Hare, Trustee of the Alex C. Hare Trust, General Partner of Valley View, Ltd., Member of Valley View Estates, LLC

State of New Mexico )  
County of San Juan )

My commission will expire:

3/11/02

This instrument was acknowledged before me this 4<sup>th</sup> day of April, 2000 by Kenneth W. Hare, Trustee

Notary Public



**FIRST ADDENDUM TO THE PROTECTIVE COVENANTS OF  
VALLEY VIEW ESTATES DATED APRIL 12<sup>TH</sup>, 1999**

**SUBJECT OF ADDENDUM: LANDSCAPING PLAN APPROVAL**

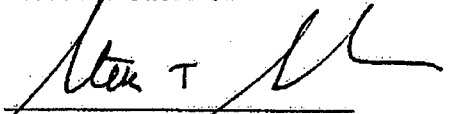
As outlined in the above said covenants under **Architectural Control**, a landscaping plan is required to be presented to the Architectural Review Committee. This addendum clarifies and provides guidance to the homeowner. The intent of the landscaping covenants is to insure the natural harmony and the desirable aesthetics of Valley View Estates.

1. A landscape plan shall be submitted to the Architectural Review Committee by the homeowner no later than 60 days after the home is purchased from the builder.
2. After receipt of the plan, the Architectural Review Committee shall review the plan and approve the plan in writing with required modifications and suggestions within 20 days of receipt of the plan.
3. Homeowners are encouraged to include a front lawn area equal to or greater than 50% of the total area located in front of the dwelling as part of the landscaping plan.
4. The plan approved by the Architectural Review Committee must be completed within twelve months of approval.

This addendum regarding landscaping covenants is enforceable under the Enforcement provision of the Protective Covenants dated August 12, 1999.

This declaration is made this 15<sup>th</sup> day of April, 2002.

Steven J. Gabaldon

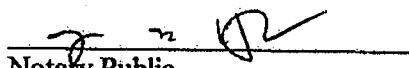
  
Partner of Valley View Estates, LLC.

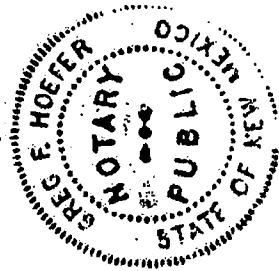
State of New Mexico )  
County of San Juan )

My commission will expire:

3/1/106

This instrument was acknowledged  
before me this 15<sup>th</sup> day of  
April, 2002, by  
Steven J. Gabaldon

  
Notary Public



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San Juan County, NM Clerk FRAN HANHARDT *J. Seibel*



**LETTER OF MEMORANDUM**

DATE: 12/1/04

SUBJECT OF MEMORANDUM: Protective Covenants, Valley View Estates Number Two

INTENT OF THIS MEMORANDUM: To transfer the existing protective covenants and addendums for Valley View Estates Number One to Valley View Estates Number Two.

**DECLARATION OF INTENT OF THIS MEMORANDUM:**

Effective December 1, 2004, the Protective Covenants together with the First Addendum for Valley View Estates Number One shall be transferred in their entirety and be in effect for Valley View Estates Number Two. Valley View Estates Number Two, Bloomfield, New Mexico, is a subdivision with the official plat thereof recorded in the records of San Juan County, New Mexico on 3/19/2004. The covenants for Valley View Estates Number One dated August 12, 1999, were recorded in the records of San Juan County, New Mexico on April 5, 2000. The First Addendum to the Protective Covenants of Valley View Estates Number One dated August 12, 1999 were recorded in the offices of San Juan County, New Mexico on April 19, 2002.

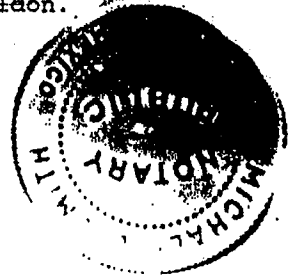
This declaration transferring the Protective Covenants and First Addendum of Valley View Estates Number One in their entirety to Valley View Estates Number Two is made this 1<sup>st</sup> day of December, 2004.

Steven J. Gabaldon  
*[Signature]*  
Partner of Valley View Estates, LLC

State of New Mexico)  
 )  
County of San Juan )  
My commission will expire:  
9-18-07

This instrument was acknowledged before me this 1<sup>st</sup> day of December, 2004 by Steven J. Gabaldon.

*[Signature]*  
Notary Public

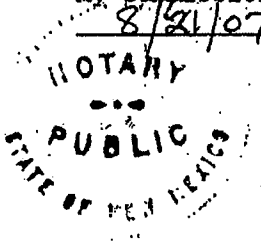


Kenneth W. Hare  
*[Signature]*  
Managing Member of Blanco Basin Land & Cattle Company, LLC  
Partner of Valley View Estates, LLC

State of New Mexico)  
 )  
County of San Juan )  
My commission will expire:  
8/21/07

This instrument was acknowledged before me this 1<sup>st</sup> day of December, ~~2004~~ 2004 by Kenneth W. Hare.

*[Signature]*  
Notary Public



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1of1 B1400 P53 R 9.00 D 0.00  
San Juan County, NM Clerk FRAN HANHARDT *[Signature]*

# LETTER OF MEMORANDUM

DATE: 11/18/05

SUBJECT OF MEMORANDUM: *Protective Covenants, Valley View Estates Number Three*

INTENT OF THIS MEMORANDUM: To transfer the existing protective covenants and addendums for Valley View Estates Number One and Number Two along with the exceptions, changes and additions described below to Valley View Estates Number Three.

**DECLARATION OF INTENT OF THIS MEMORANDUM:**

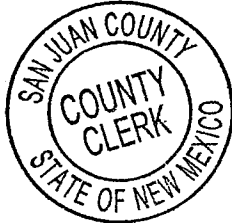
Effective November 1, 2005, the Protective Covenants (together with the First Addendum for Valley View Estates Number One) and the Letter of Memorandum for protective covenants for Valley View Estates Number Two shall be transferred in their entirety and be in effect for Valley View Estates Number Three. These covenants for Valley View Estates Number Three are subject to the exceptions, changes and additions listed below. Valley View Estates Number Three, Bloomfield, New Mexico, is a subdivision with the official plat thereof recorded in the records of San Juan County, New Mexico on October 10, 2005. The covenants for Valley View Estates Number One dated August 12, 1999, were recorded in the records of San Juan County, New Mexico on April 5, 2000. The First Addendum to the Protective Covenants of Valley View Estates Number One dated August 12, 1999 was recorded in the offices of San Juan County, New Mexico on April 19, 2002. The Letter of memorandum for the covenants for Valley View Estates Number Two were recorded in the records of San Juan County on December 1, 2004.

**EXCEPTIONS, CHANGES AND ADDITIONS:**

The following exceptions, changes and additions shall be in effect for Valley View Estates Number Three as of November 1, 2005.

- A. **Chain Link Fence:** No chain link fence shall be allowed on any portion of any lot without the express written consent of the Architectural Review Committee;
- B. **Fencing:** All homes must have in place within six months of closing, an exterior fence enclosing their lot. This fence must be approved by the Architectural Committee (hereinafter referred to the ACC). If the owner does not comply with this section within ninety (90) days from the delivery of notice of non-compliance, the ACC may contract/complete the necessary work and assess the owner as governed under the covenant "enforcement clause".
- C. **Antennas and Satellite Dishes:** No external tower or antenna except satellite TV dishes and computer satellite dishes and antennas shall be allowed on any lot or affixed to any part of the property without the written approval of the ACC. No satellite and computer antenna or dish larger than one meter in diameter shall be placed, allowed or maintained upon any portion of a lot. Antennas and dishes one meter or less in diameter may be authorized and approved if installation is located in the least conspicuous location available on the lot which permits

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San Juan County, NM Clerk FRAN HANHARDT *am*

reception of an acceptable signal. Reasonable landscaping or other screening may be required by the ACC to reduce the visual impact of the equipment to the extent that such equipment is visible from the street. Under no circumstance shall a TV or satellite antenna be installed in the front yard or on the front of the house. This shall include but not limited to the front roof, front roof eave or the roof eave on the front side of the house. If the owner does not comply with this section within ninety (90) days from the delivery of notice of non-compliance, the ACC may contract/complete the necessary work and assess the owner as governed under the covenant "enforcement clause".

- D. **Landscaping:** Landscaping for Valley View Estates Number 3 shall be the same as the requirements outlined in the First Addendum dated April 15, 2002 with the following exceptions:

The landscaping plan must be submitted to the ACC within 60 days of closing. Completion of the landscaping plan must be completed within six months of closing. Exceptions to this requirement may be granted by the ACC in the case of seasonal restrictions. Requests for relief in this regard must be approved in writing by the ACC. Any changes to the plan must be presented in writing to the ACC. Any unapproved changes made to the landscaping without the ACC approval may be subject to removal or modification at the owner's expense. If the owner does not comply with this section within ninety (90) days from the delivery of notice of non-compliance, the ACC may contract/complete the necessary work and assess the owner as governed under the covenant "enforcement clause".

- E. **Swimming pools:** All plans for swimming pools must be approved by the ACC. Under no circumstances shall any swimming or wading pool be allowed in the front yard. All swimming pools must be screened with the screen approved by the ACC.

- F. **Pets:** The only pets allowed are dogs and cats. No other pets including but not limited to chickens, rabbits, ducks, pigeons, etc. will be allowed unless granted in writing by the ACC. Pets must be kept in a fenced yard and on a leash when in the common areas. Pet owners are responsible for cleaning up after their pets, especially in the common areas.

- G. **Enforcement:** The following clause shall be added to the enforcement section already in existence: "If the owner does not comply with any violation of any covenant within ninety (90) days from the delivery of notice of non-compliance, the ACC may contract/complete the necessary work/remediation and assess the owner as governed under the covenant "enforcement clause".

  
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San Juan County, NM Clerk FRAN HANHARDT

This declaration transferring the Protective Covenants and First Addendum of Valley View Estates Number One and Letter of Memorandum for Valley View Estates Number Three in their entirety with the exceptions, changes and additions as outlined above to Valley View Estates Number Three is made this Eighteenth day of November, 2005.

Steven J. Gabaldon

Partner of Valley View Estates, LLC

State of New Mexico )

County of San Juan )

My commission will expire:

3/18/06

This instrument was acknowledged before me this 18<sup>th</sup> day of November, 2005 by Steven J. Gabaldon.

[Signature]  
Notary Public

Kenneth W. Hare

Managing Member of Blanco Basin Land & Cattle Company, LLC  
Partner of Valley View Estates, LLC

State of New Mexico )

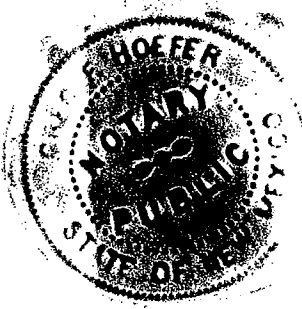
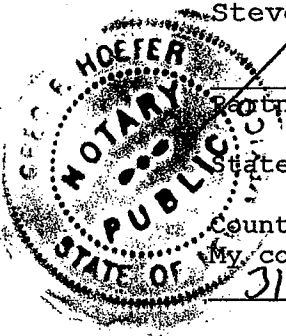
County of San Juan )

My commission will expire:

3/18/06

This instrument was acknowledged before me this 18<sup>th</sup> day of November, 2005 by Kenneth W. Hare.

[Signature]  
Notary Public



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San Juan County, NM Clerk FRAN HANHARDT