



**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION made on the date, hereinafter set forth by owners/developers, **Diann Bradshaw and James Hecker**, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Torrance, State of New Mexico, which is more particularly described as;

**Lands of Bradshaw/Hecker
Within Sections 10, 14, 15, & 22, Township 3 North,
Range 6 East, N.M.P.M., Torrance County, New Mexico**

AND WHEREAS, Declarant will convey the aid property subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth:

NOW THEREFORE, Declarant hereby declares that all of the properties described shall be held, sold and conveyed subject to the following easements, reservations, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Date 04/01/2008
Time 1:14 PM
Instrument # 2081138
Book 316 Page 03032
No of Pages 1- 3



Document was filed for record.
Witness my hand and Seal Linda Kayser
County Clerk, Torrance County, NM

Section 1. Properties shall mean and refer to that certain real property herein above described and such additions thereto as may be brought within the jurisdiction of the within Declaration by the action of Declarant or by annexation.

Section 2. Tract shall mean and refer to any plot of land shown upon any recorded subdivision map (plat) of the properties.

Section 3. Owner shall mean and refer to the record owner whether one or more persons of entities, of a fee simple title to and Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**ARTICLE II
GENERAL**

All the reservations and restrictions hereinafter set forth are made for the benefit of each and every subsequent owner of any portion of the land or any interest therein, and shall inure to and bind all subsequent owners thereof; said restrictions, reservations and covenants being as follows:

Section 1. Covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

Section 2. Further Subdivisions: No parcel shall be further subdivided, without prior consent of the Board of County Commissioners of Torrance County.

Section 3. Road and Utility Easements: Roads and utility easements are to be maintained by property owners at their expense.

Section 3a. Road Maintenance Fund: A road maintenance fund will be created by Declarants. Each property owner will be charged \$200.00 at closing for the purpose of creating a road maintenance fund. Declarants will establish a fund and maintain the roads until the subdivision is sold out. At that time, the property owners will elect three people to continue with maintaining the fund and the roads.

Section 4. Large animals such as horses and cows will only be allowed in reasonable numbers and shall be allowed to graze only on the owner's property. Some areas of the subdivision may not support any grazing animals; therefore, each owner shall be responsible for the well being of his or her animals.

Section 5. Fences: Property owners who have livestock or other animals, must provide proper fencing for containment of their animals within their property.

Section 6. Nuisances: No junk yards or hog farms will be permitted. No noxious or offensive activity can be carried on upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the users of the property. This provision shall be liberally construed to include activities which are offensive to reasonable persons such as the disposal or retention of trash, retention of junked vehicles, etc.

Section 7. Residences: No mobile homes or manufactured houses will be allowed. Only the following structures shall be allowed: site built homes; conventional off-site built homes of at least 1,600 square feet and approved by the Architectural Control Committee (see 7c.). All such structures shall be made of traditional materials, including adobe and straw bale, which comply with the Uniform Residential Building Code in place at the time of construction.

Section 7a. Guest Homes or Accessory Structures: Guest homes or accessory structures are allowed provided they are at least 600 square feet.

Section 7b. Any construction must be completed within 1 (one) year from the start of construction. Building permits and all applicable permits must be obtained for any improvements. During construction, travel trailers or recreational vehicles may be used as the family residence. However, once construction is complete, such trailers or recreational vehicles must either be removed from the premises or stored in an enclosed structure site.

Section 7c. Architectural Control Committee is the managing partner of Valentine Ranch until all lots are sold. Then, existing property owners will select three property owners to comprise the Architectural Control Committee.

Section 8. Setbacks: No structure shall be built any closer than 25' from any property line.

ARTICLE III

DURATION OF COVENANTS

Section 1. Duration: The duration of these covenants will be until **January 3, 2016**, at which time said covenants shall automatically extend for successive periods of 10 years, unless by a vote of the majority of the then owners of the lots within the subdivision, it is agreed to change said covenants and restrictions in whole or in part. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WE the undersigned, owners of property in this subdivision in **TORRANCE COUNTY, NEW MEXICO**, do **HEREBY FURTHER COVENANT**:

That due to the inherent beauty of the night sky which is free of pollution of city lights and the seeming proliferation of mercury vapor and other types of rural pole lights, we the residents of this subdivision recognize the additional value of our subdivision being located near the many miles of National Forest land and its lack of light emitting sources at night.

WE THEREFORE COVENANT and agree to minimize, to the practical degree possible, this light pollution of our unique nighttime sky. If this pristine clearness is not protected, one of the facets of the beauty and value of this property will be compromised.

THEREFORE, WE COVENANT, that no time operated yard or pole lights will be allowed in this subdivision.

Movement or other sensory operated outdoor lights which are only activated when there is an immediate use of the lights and for a reasonably short duration of time will be allowed.

Signature [Handwritten Signature] Date 3-28-08 Time 5:00 pm

Signature [Handwritten Signature] Date 3/28/08 Time 5:00 pm

Signature _____ Date _____ Time _____

Signature _____ Date _____ Time _____

Subscribed and sworn to before me on this 28th day of March, 2008

Notary Public Susan E. Brazil (SEAL)

