

To: Clerk's Office, Valencia County, New Mexico. Date: 12-10-01

From: Board Of Directors, Mid Valley Airpark Property Owner's Association.

Subject: New residential Covenants for Mid Valley Airpark;
(Formerly Wood & Son).

The Board of Directors for Mid Valley Airpark Property Owner's Association has reviewed the report from the Residential Covenant Committee regarding the incorporation of a new set of residential covenants. The board verifies that 62 property owners/lots out of a possible 81 property owners lots have ratified these covenants. Thus constituting the required 75 percent agreement required by the covenants (declaration of restrictions) for revision. These covenants replace those written in 1976. The Board has reviewed all of the notarized signatures and shall keep the signatures for record.
Sincerely,

Mid Valley Airpark Board of Directors

Rebecca Lutz
President: Rebecca Lutz

Jack Hickman
Vice President: Jack Hickman

Secretary: Kurt Winker

Kurt Winker

James L. Culbertson
OFFICIAL SEAL
James L. Culbertson
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 16 June 2005

STATE OF NEW MEXICO
COUNTY OF VALENCIA
FILED FOR RECORD
BK 337 PG 3549 OF 12
JAN 14 2002 AT 1:00 PM
TINA GALLEGOS COUNTY CLERK
REC NO _____ AMT.S. 30.00
PD BY Rebecca Lutz DEPUTY [Signature]

RESIDENTIAL COVENANTS COMMITTEE FINAL REPORT
12-08-01

TO: Board of Directors, Mid Valley Property Owner's Association (MVPOA)

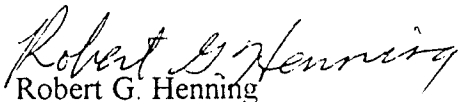
FROM: Residential Covenants Committee, Mid Valley Property Owner's Association

SUBJECT: Ratification and filing of new MVPOA Residential Covenants

1. The Covenants Committee has received in excess of 75% signatures of residential lot owners to adopt a new set of covenants to replace the previous Declaration of Restrictions dated Feb. 18, 1976 as amended on Feb. 11, 1991 and will, therefore, be filed with the clerks's office of the County of Valencia, State of New Mexico.

2. **BACKGROUND:** The old covenants (Declaration of Restrictions) were outdated, represented the original owners (Wood & Son), and had sufficient inadequacies to warrant a complete rewrite of the document. A committee of residential lot owners was formed with Robert Henning elected chairman. Inputs were solicited from all members, a draft incorporating many of these changes was then circulated to all residents for comment. These comments were incorporated and inputs from subsequent meetings with various individuals were again received and incorporated where appropriate. A final edition of the covenants was printed dated 9-15-2000 and presented to membership for signature at the Oct. 2000 annual meeting. These signatures were witnessed by a Notary and since then additional individual notarized signatures were gained to exceed the minimum requirement of 75% residential lot owners pursuant to the old Declaration of Restrictions.

Respectfully submitted,


Robert G. Henning

Chairman, Residential Covenants Committee

MID VALLEY AIRPARK RESIDENTIAL COVENANTS
December 8, 2001

TABLE OF CONTENTS

I.	Preamble -----	1
II.	Term & Modification	
III.	Enforcement	
IV.	Common Areas	
	A. Maintenance & Title	
	B. Winnie Wood Park-----	2
	C. Auto-plane Drives	
	1. Right of Way	
	2. Taxi Speeds	
	3. Vehicle Speed Limits	
	4. Parking	
	5. Taxi Lights	
	6. Runway Incursions	
	7. Recreational Vehicles	
V.	Rentals	
VI.	Animals	
VII.	Manufactured Housing	
VIII.	Lot Subdivision	
IX.	Minors -----	3
X.	Business Activities/Signs	
XI.	Nuisances	
XII.	Lot Maintenance	
XIII.	Plans Approval/Architectural Committee	
	A. Dues, Fees, Assessments Status	
	B. Items to be Submitted	
	C. Procedure -----	4
XIV.	Construction Restrictions-----	5
	A. Minimum Square Footage/Residence	
	B. Minimum Square Footage/Hangar	
	C. Maximum Height	
	D. Single Family Dwelling	
	E. Temporary Living Quarters	
	F. Time Limit	
	G. Priorities	
	H. Debris	
	I. Utilities	
	J. Setbacks	
	1. Runway/Taxiway/Landing Area	
	2. Auto-Plane Drives	
	3. Other Property Lines	
XV.	Variances	

MID VALLEY AIRPARK RESIDENTIAL COVENANTS

December 8, 2001

I. PREAMBLE- The MID VALLEY AIRPARK PROPERTY OWNERS ASSOCIATION, INC., a New Mexico non-profit corporation, hereinafter referred to as "MVAPOA", and the owners of the Valencia County New Mexico residential lands shown in the attached "Exhibit A", hereby declare that they have established and do hereby establish a general plan for the improvement, development, restriction, and regulation of auto-plane drives, taxiways, runways, landing areas and said lands, subject to which all said lands shall be utilized, sold, and conveyed.

A. All owners of lands in exhibit A are members of the MVAPOA, which means all owners must be current on all dues, fees, and assessments levied by this association.

B. A Board of Directors, hereinafter referred to as "Board", elected in accordance with the MVAPOA Bylaws, shall manage the affairs of the MVAPOA. The Board shall have the right to enforce these Covenants. The Board shall perform the duties and responsibilities set forth in the Articles of Incorporation, and the Bylaws of the MVAPOA. If there is a conflict between these Covenants and the Bylaws, these Covenants shall prevail.

C. Any reference to MVAPOA in these Covenants, including any and all of the right, title, interest, and estate given to or reserved by the MVAPOA and recorded in the Office of The Clerk of Valencia County, New Mexico, shall be deemed to include its successors and assigns.

D. Invalidation of any provision(s) of these Covenants shall in no way affect the validity of the other provisions, which shall remain in full force and effect.

E. All reservations and restrictions hereinafter set forth are made for the benefit of each and every owner of any portion of the lands shown in Exhibit A, or any interest therein, and shall inure to and bind all subsequent owners thereof.

II. TERM & MODIFICATION- These Covenants run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said Covenants shall automatically be extended for successive periods of ten years unless three-quarters (3/4) of the MVAPOA residential votes are cast to change them in whole or in part. Voting shall take place at a special meeting as provided for in the MVAPOA Bylaws. Each residential lot shall have one vote, a dwelling on that residential lot shall have one additional vote and any additional residential lots under the same ownership shall have one additional vote, for a maximum of three votes for any member. No vote shall be denied in regards to these Covenants. These Covenants may be amended or modified at any time by this same procedure.

III. ENFORCEMENT- If the parties hereto, or any subsequent owners or their heirs or assigns, violate or attempt to violate any of the Covenants herein, the Board will take action to enforce these Covenants. If the Board fails to take decisive action then a petition by 25% of the residential lot owners (one signature per lot) shall require the Board to take prompt action. This does not preclude any other person or persons owning real property within Mid Valley Airpark from having the right to pursue any action to enjoin such party from violating such Covenant and to recover damages for such violations, including legal fees.

IV. COMMON AREAS

A. The MVAPOA shall own and maintain the common areas and recreation facilities, including any improvements thereon, for the benefit of the owners. The MVAPOA shall

retain the legal title to the common areas. Transfer of title to all or part of the common areas shall require 75% of the residential and commercial votes. Each lot shall have one vote, a dwelling or commercial building on that lot shall have one additional vote, and any additional lots under the same ownership shall have one additional vote, for a maximum of three votes for any member.

B. A park of approximately one acre, in the Southeast corner of Tract 1-A-4-A-2-A, M.R.G.C.D. Map No. 82 has been and shall remain dedicated to the MVAPOA and named "Winnie Wood Park".

C. Auto-plane drives are reserved for joint use by vehicles and aircraft. The runway, taxiways, and landing area are reserved for aircraft use only. Owners or occupants of lands in Exhibit A, their guests, and/or other users of the auto-plane drives, runway, taxiways, and landing area are subject to the regulations and restrictions set forth in the MVAPOA Standard Operating Procedures (SOPs) and these Covenants. If a conflict arises between these Covenants and the SOPs, these Covenants shall prevail.

1. Aircraft shall have the right of way over all other traffic and pedestrians.
2. Aircraft taxi speeds on auto-plane drives shall be limited to a running pace.
3. All other traffic on auto-plane drives shall not exceed the posted speed limit.
4. Only short-term parking (defined as less than twelve hours) is allowed on auto-plane drives, provided said parking does not obstruct taxiing aircraft.
5. All aircraft using auto-plane drives between the hours of sunset and sunrise shall use landing or taxiing lights.
6. Only aircraft shall be allowed on the runway, landing area, or taxiways except for maintenance or emergency vehicles.
7. Recreational vehicles including but not limited to motorhomes, campers, boats, and trailers shall be parked no closer than 25 feet from any auto-plane drive. The storage of these vehicles shall be behind the front line of the residence.

V. RENTALS- Each residence shall be occupied by no more than one family. No residence, additional structure, nor portion thereof shall be rented or leased; except that the entire residence and additional structure(s) may be either rented or leased as a single unit to a single family. Any such rental or lease must be by written agreement requiring the tenant(s) to abide by these Covenants. The landlord shall provide the Board with a copy of this agreement within 30 days of its execution. All dues, assessments and fees will be the responsibility of the property owner. Hangars may be rented for storage.

VI. ANIMALS- All household pets shall be confined or contained on the owners' property and/or always are under the control of the owner. Dogs shall not be permitted to bark continuously so as to disturb the tranquility of the neighborhood. Livestock or poultry shall not be kept on any land shown in Exhibit A.

VII. MANUFACTURED HOUSING- Manufactured homes, mobile homes, or modular homes, as defined by the Manufactured Housing Act or other commonly accepted terms for non-site built structures, shall not be permitted on MVAP either temporarily or permanently.

VIII. LOT SUBDIVISION- No lot may be subdivided smaller than shown on Exhibit A. However, adjacent property owners may subdivide and each annex part of a lot for the purpose of increasing the size of their property.

IX. MINORS- Guardians/parents are responsible for the actions of all minors under their care and must require conformance to these Covenants.

X. BUSINESS ACTIVITIES/SIGNS- Business activities resulting in noise, which may be disruptive to other residents, or resulting in excessive traffic in and out of the airpark is prohibited. No billboard, signboard, nor advertising of any kind shall be erected, placed, or permitted, except one sign no larger than three square feet advertising that the premises are for rent or sale.

XI. NUISANCES- Noxious or offensive activity shall not be carried on upon any property, nor shall anything be done on any property, which shall constitute an annoyance or nuisance to the neighborhood. Residential exterior lighting should be kept to a minimum required for safety and décor. Security motion lights are encouraged and high intensity area lighting is discouraged.

XII. LOT MAINTENANCE-

A. It shall be the responsibility of the owners of lots, vacant or otherwise, to keep said lots and all easement areas within the boundaries of said lots clear of trash, tall weeds, rubbish or noxious materials.

B. Storage of, including but not limited to, garbage cans, areas for the storage of equipment, fuel tanks, or derelict vehicles shall be kept screened from adjacent property and auto-plane drives.

C. Property owners shall not allow their property to become in such condition as to depreciate the value of adjacent property. If the property owner fails to maintain said property in an appropriate condition, the MVAPOA may (no sooner than 14 days after written notice is given) have the property cleaned and charge the owner for the cost of cleanup.

D. Property owners, occupants, or guests shall not perform major repairs on any equipment, vehicle or aircraft (involving disassembly of large parts) which may remain for several days in unenclosed space.

E. Property owners shall take appropriate action to prevent water drainage/runoff onto adjacent properties and/or auto-plane drives.

XIII. PLANS APPROVAL- An Architectural Committee, hereinafter referred to as "Committee", shall be established consisting of five members, one of which must be a Board member. The Board shall appoint the Architectural Committee for a term of one year. The Board shall fill vacancies on the Committee. The Committee's purpose is to review plans for new construction or remodeling on any land shown in Exhibit A, and to make a recommendation to the Board. The Committee's recommendation and the final decision by the Board shall take into account: compliance with these Covenants, design, lot location, ground and air safety, harmony and color scheme with the surrounding homes and neighborhood. The spirit and intent of these Covenants and the rights and welfare of all the members shall be considered.

A. Prior to submission, the applicant(s) must be current on all MVAPOA dues, fees, and assessments.

B. Before anyone shall commence groundbreaking and/or construction, external remodeling, addition to, or external alteration of any building, swimming pool, wall, fence, tank, antenna more than five feet above a building, or other permanent structure on any lot, the Board must approve the applicant's plan. The applicant(s) shall submit the following to the Committee:

1. Two complete sets of plans, elevations, and plot plans.
 2. Plot plans must indicate placement of all proposed structures including walls and fences.
 3. Plot plans must reserve space for, indicate placement of and access to, an aircraft hanger, whether or not the applicant intends to construct said hangar.
 4. Proposed color schemes and materials for roofs and all exteriors.
- C. The following procedures shall be adhered to by the Board, Committee, and applicant(s) for review, and approval of each submission:
1. A representative of the Committee shall acknowledge receipt of the plans by signing and dating them. This date shall hereinafter be referred to as "submission date".
 2. The Committee shall verify that all submitted plans, specifications, etc. meet the provisions of these Covenants.
 3. At the discretion of the Committee or request of the applicant(s), a meeting with the applicant(s) shall be convened within seven days of the submission date. A meeting shall be mandatory if, in the opinion of the Committee, the plan submission appears to be contrary to these Covenants. The Committee shall strive to resolve questions and differences and to suggest avenues to get the project underway.
 4. A Committee representative shall present the request to the Board, with written recommendations, (to include any dissenting views) signed by a majority of the Committee within 14 days of the submission date. The Committee must inform the Board of any variances from these Covenants.
 5. If the Board approves the plan:
 - a) Both sets of plans shall be signed and dated by a majority of the Board.
 - b) Two copies of an approval letter (to include routing instructions and weight limits for heavy equipment) shall be signed and dated by a majority of the Board.
 - c) One set of plans and both approval letters shall be returned to the applicant(s) within 30 days of submission date.
 - d) The applicant(s) shall sign and date both copies of the approval letter and return one copy to the Board prior to ground breaking. By signing the approval letter, the applicant(s) agrees to stay within the guidelines of their plans and to follow any instructions (to include routing instructions and weight limits for heavy equipment). If road damage occurs and applicant(s) is found to be negligent, applicant(s) will bear the cost of repairs.
 - e) The Board shall retain a signed copy of the approval letter and a set of plans for a minimum of six months after completion, at which time the plans shall be returned to the applicant(s).
 6. The Board reserves the right to disapprove any plan submitted. If the Board disapproves the plan, a letter shall be provided to the applicant(s) with specific rationale within 30 days of submission date.
 7. Groundbreaking and/or construction including but not limited to well drilling, power pole placement and pad work shall not commence without prior written approval from the Board.
 8. If groundbreaking and/or construction do not commence within three years of approval, the plans must be resubmitted for approval.
 9. The Committee and/or the Board shall not be held responsible for defects in plans submitted nor plans revised pursuant to these Covenants.

10. Prior to approval of a variance, the Committee shall inform adjacent lot owners of such action and upon request make the plot and elevation plans available for adjacent lot owners to review and make comments.


XIV. CONSTRUCTION RESTRICTIONS

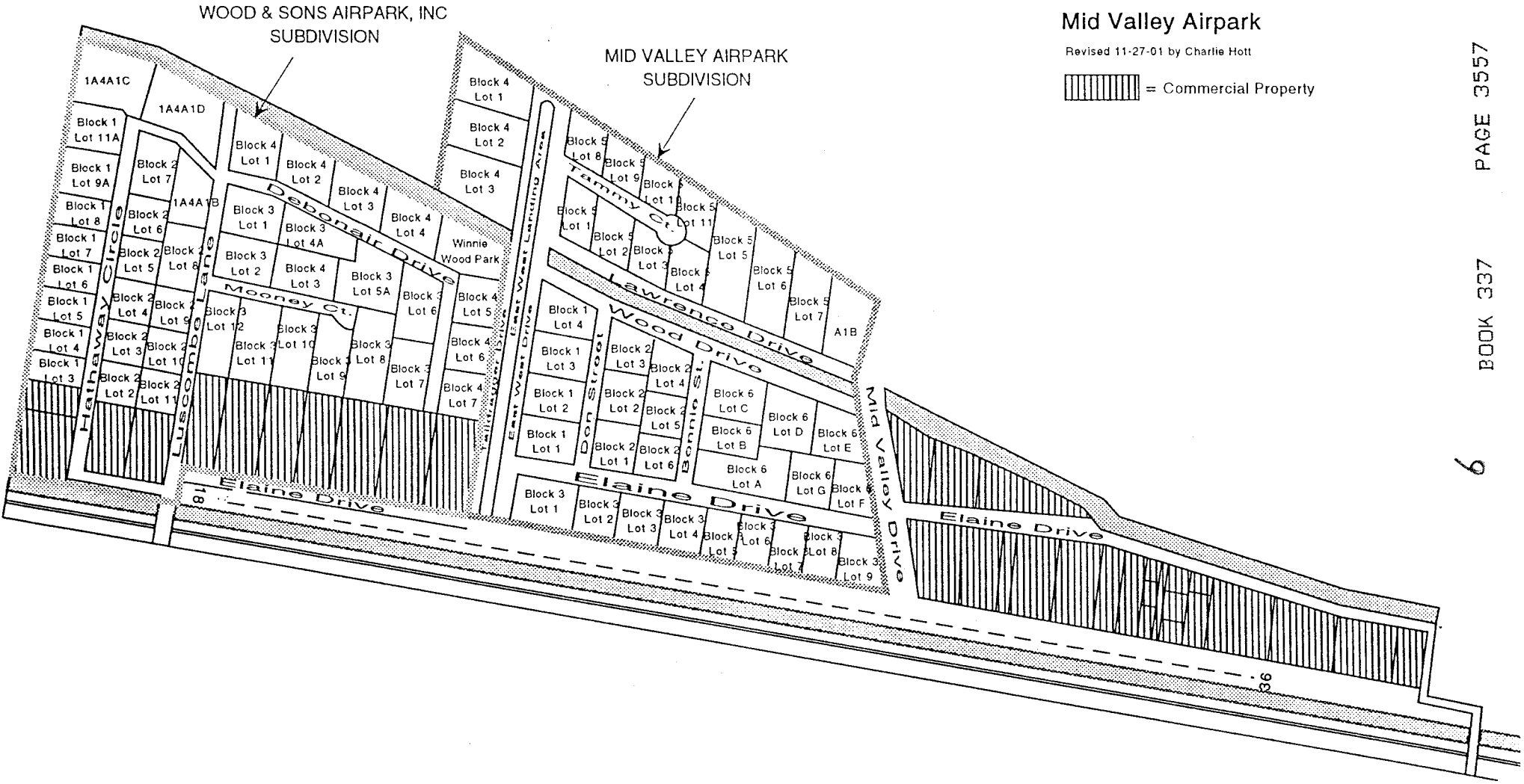
- A. Residences shall contain a minimum of 1800 square feet of heated living space.
- B. Hangars shall be a minimum of 1200 square feet.
- C. Structures shall be no higher than 25 feet from the original grade level.
- D. One, single family dwelling per property is permitted.
 - 1. A guest house/in-law quarters, garage, and/or hangar attached to or separate from the single-family dwelling is permitted. All additional structures must match the main residence in construction, color and design.
- E. Recreational vehicles and/or camper trailers are permitted as a temporary residence and/or construction office during construction. Nothing herein contained shall prevent the erection of a temporary shop or office structure by a contractor or builder during the actual bona fide construction of a permitted structure upon the premises. All temporary structures, vehicles/campers shall meet all setback requirements in these Covenants. In no case shall these vehicles/structures remain longer than 12 months from the project ground breaking.
- F. Completion of any structure and/or residence shall be diligently pursued and shall not exceed 12 months from ground breaking.
- G. Construction of the main dwelling shall begin before all other structures.
- H. All construction debris shall be suitably contained. The member is responsible for routine waste removal.
- I. All public utility lines and wires shall be placed underground to the place of their usage.
- J. Set backs (in order of precedence):
 - 1. Runway/Taxiway/Landing Area:
 - a) On the lots bordering the taxiway of the North-South runway, no heated living space shall be erected within 200 feet of the centerline of the North-South runway, and no obstruction (including but not limited to fences, walls, nor trees) shall exist within 30 feet of the closest paved edge of the North-South taxiway.
 - b) On lots bordering the East-West landing area, no obstruction including but not limited to fences, walls, or trees shall exist within 90 feet of the centerline of the East-West landing area.
 - 2. Auto-Plane Drives- No structures shall exist within 25 feet of the property line and no obstructions (including but not limited to vehicles, aircraft, fences, walls, nor trees) shall exist closer than ten feet from the property line.
 - 3. Other Property Lines- No buildings shall exist within 15 feet of the property line.

XV. VARIANCES- Variances to these Covenants requested by a property owner may be made at the discretion of the Board, providing the Board acts in the best interests of the adjacent property owners and the airpark as a whole. No variances of setbacks shall be approved without the written approval of adjacent property owners.

Exhibit A Mid Valley Airpark

Revised 11-27-01 by Charlie Hott

 = Commercial Property



Mid Valley Airpark Covenant Ratification Summary

Property owners in favor of ratifying the proposed covenants dated 12-08-01 are listed in the "yes" column. Each individual submitted a notarized signature indicating their desire to endorse these covenants. The property owners listed in the "no" column either did not want to endorse ratification or failed to submit their views to the Mid Valley Property Owner's Association.

<u>Subdivision</u>	<u>Block</u>	<u>Lot(s) or Tract(s)</u>	<u>Owner(s) Name</u>	<u>Yes</u>	<u>No</u>
Mid Valley	1	1	Culbertson, James L & Elaine G	x	
Mid Valley	1	2	Gelder, Roger I & Glenna Giles	x	
Mid Valley	1	3	Gelder, Roger & Glenna	x	
Mid Valley	1	4	Marker, Michael M Jr & Janell A	x	
Mid Valley	2	1	Longmire, Larry R & Roswit	x	
Mid Valley	2	2	Bowen, Herbert J	x	
Mid Valley	2	3	Kaylor, Marvin L & Wilma J	x	
Mid Valley	2	4	Winters, George & Peggy G	x	
Mid Valley	2	5	Utash, James & Evelyn	x	
Mid Valley	2	6	Cline, Audrey F	x	
Mid Valley	3	1	Chavez, Richard A & Lora L	x	
Mid Valley	3	2	Thompson, C Ernest	x	
Mid Valley	3	3	Davis, Harold B & Shirley W	x	
Mid Valley	3	4	Griego, Santos & Camille B	x	
Mid Valley	3	5	Hott, Charles D & Elizabeth	x	
Mid Valley	3	6	Vigil, Henry M & Lorraine R	x	
Mid Valley	3	7	Gallegos, Carl	x	
Mid Valley	3	8	Bock, John W		x
Mid Valley	3	9	Barnett, James R & Audrey R		x
Mid Valley	4	1	Copsey, Harvey J	x	
Mid Valley	4	2	Hamann, David L & Anne E	x	
Mid Valley	4	3	Love, John G & Denise R	x	
Mid Valley	5	1	Leyba, Rudolph R (and sons)	x	
Mid Valley	5	2	Patterson, H H	x	
Mid Valley	5	3	Patterson, H H	x	
Mid Valley	5	4	Fiedler, Linda J	x	
Mid Valley	5	5	Bock, John W		x
Mid Valley	5	6	Bock, John W		x
Mid Valley	5	7	Bock, John W		x
Mid Valley	5	8	Blea, James N & Lynna T	x	
Mid Valley	5	9	Thomas, Paula	x	

Mid Valley	5	10	Harris, Charles V & Eula Marie	x	
Mid Valley	5	11	Henning, Robert G & Sara S	x	
Mid Valley	5	A1B	Johnson, S L		x
Mid Valley	6	A1	Baca, John A	x	
Mid Valley	6	B	Sais, Sammy R & Patricia	x	
Mid Valley	6	C	Donovan, Gerald A & Carol A		x
Mid Valley	6	D	Warwick, Douglas E	x	
Mid Valley	6	E	Lake, Patrick W & Patricia L	x	
Mid Valley	6	F	Steele, Hildegund D	x	
Mid Valley	6	G1	Menach, George T & Steele, Hildegund D	x	
Wood & Son	1	3	Stansell, Howard C Jr. & Anna L		x
Wood & Son	1	4	Stansell, Howard C Jr. & Anna L		x
Wood & Son	1	5	Fuchs, Dorothy		x
Wood & Son	1	6	Elwess, Alfred T & Kai Marie		x
Wood & Son	1	7	Elwess, Alfred T & Kai Marie		x
Wood & Son	1	8	Hoffman, James M & Dolores	x	
Wood & Son	1	11A	Mcintosh, David B & Lois S	x	
Wood & Son	1	9A	Valdez, Fred E & Epimenia D	x	
Wood & Son	2	2	Horton, Richard F		x
Wood & Son	2	3	Horton, Richard F		x
Wood & Son	2	4	Panozzo, Rick A. and Ricio	x	
Wood & Son	2	5	Love, John W Sr & Eleanor L	x	
Wood & Son	2	6	Bullock, David & Kelly	x	
Wood & Son	2	7	Reyner, Mark D & Daryl L	x	
Wood & Son	2	8	Winker, Kirt F	x	
Wood & Son	2	9	Gold, Andrew & Nancy		x
Wood & Son	2	10	Murray, Robert Merle & Theodora	x	
Wood & Son	2	11	Leonardo, Richard S	x	
Wood & Son	3	1	Condon, Camy	x	
Wood & Son	3	2	Harlow, Jack & Debbie		x
Wood & Son	3	3	Lutz, Rebecca Garcia	x	
Wood & Son	3	6	Bailey, James L & Gladys Eileen	x	
Wood & Son	3	7	Lardner, Vincent J & Lois M	x	
Wood & Son	3	8	Lardner, Vincent J Jr & Lois M	x	
Wood & Son	3	9	Blair, Olga & Straznika, Anna	x	
Wood & Son	3	10	Blair, Olga & Straznika, Anna	x	
Wood & Son	3	11	Smith, Gabriel C & Stacie K	x	
Wood & Son	3	12	Murray, Robert Merle & Dorrie	x	
Wood & Son	3	4A	Love, John W Jr. & Viki I	x	
Wood & Son	3	5A	Lutz, Rebecca Garcia	x	
Wood & Son	4	1	Adams, Laverne	x	

Wood & Son	4	2	Dziadulewicz, Melanie	x	
Wood & Son	4	3	Dziadulewicz, Melanie	x	
Wood & Son	4	4	Gonzales, George J & Carmen M	x	
Wood & Son	4	5	Johnson, Frank L & Karla R	x	
Wood & Son	4	6	Kieffer, Elven & Ella Mae	x	
Wood & Son	4	7	Helwig, Larry E & Karen L	x	
		1A4A1B	Wilson, Keith & Wanda		x
		1A4A1C	Turba, David W & Annika M		x
		1A4A1D	Turba, David W & Annika M		x
Totals		<u>81</u>		<u>62</u>	<u>19</u>
62 / 81 = 76.54%					

Rebecca G Lutz
President
Mid Valley Property Owner's Association