

**DECLARATION OF PROTECTIVE COVENANTS
FOR
LA MANCHA ESTATES PHASE I**

LOGOS DEVELOPMENT, INC., a New Mexico corporation ("**Declarant**"), is the owner of all the following described real estate in the County of Doña Ana, State of New Mexico (the "**Subdivision**"):

Lots 1 and 2 in Block A, Lots 1 through 4 in Block B, Lots 1 through 8 in Block C, Lots 21 through 25 in Block C, Lots 37 through 45 in Block C, Lots 51 through 61 in Block C, Lots 79 through 86 in Block C, Lots 93 through 100 in Block C and Lots 1 through 6 in Block D of La Mancha Estates Phase I, as shown and designated on the plat of said subdivision that was recorded in the office of the County Clerk of Doña Ana County, New Mexico on November 15, 2004 (reception number 37056), as Plat No. 4047, in Book 21 at pages 30-34 (said lots are sometimes referred to in this Declaration individually as a "**Lot**" and collectively as the "**Lots**").

Declarant has established a general plan for the improvement and development of the Property and desires to impose certain Protective Covenants and Restrictions on the Property in accordance with that plan:

1. **Term.** The Subdivision is hereby made subject to this Declaration, which shall run with the land and shall be binding upon all persons owning the Lots or claiming under them until January 1, 2035, after which time this Declaration shall be extended automatically for successive periods of ten (10) years unless an instrument signed by the then Owners of a majority of the Lots has been recorded, agreeing to change, alter, amend or remove this Declaration in whole or in part.

2. **Enforcement.** If any Owner of a Lot shall violate any provision of this Declaration, it shall be lawful for any other Owner of a Lot or Declarant to maintain an action at law or in equity against the person or persons violating any provision of this Declaration, and either to prevent such person or persons from doing so, or to recover damages for such violation, or both, or require removal of the offending structure or improvement.

3. **Purpose.** The purpose of this Declaration is to insure the use of the Lots for attractive residential purposes only; to prevent nuisances; to prevent any impairment of the attractiveness of the Subdivision; to maintain the desired tone of the Subdivision and thereby to secure for each Owner the full benefit and enjoyment of such Owner's Lot, with no greater restriction on free and undisturbed use of such Lot than is necessary to insure the same advantage to the other Owners; and to allow only that use which is consistent with this Declaration. A deed of a Lot may contain this Declaration, by reference to this Declaration, but whether or not such

Declaration of Protective Covenants for
La Mancha Estates Phase I

@PFDesktop1:ODMA\WORLD\DOX\B\DOX\CLIENT\59316\136\00010463 WPD

reference is made in such deed, each and all of the provisions of this Declaration shall be binding upon the grantee and its heirs, successors and assigns.

4. **Applicability.** The conditions and restrictions imposed by this Declaration shall apply to all of the Lots, unless variations or variances therefrom are granted by the Design Review Committee as provided herein.

5. **Land Use and Building Types.**

(a) All Lots are declared to be residential lots, and no Lot shall be used for other than residential purposes. There shall not be allowed on any Lot any structure that allows more than one family to reside therein or thereon. No trailer, tent, shack, barn, or similar temporary building shall be erected, and no RV, motor home, boat, disabled motor vehicle or similar stored vehicle shall be stored in the open, on any of the Lots without the prior written approval of the Design Review Committee. RV, boat or motor home parking shall be permitted only when such vehicle is stored inside a garage or enclosure which occludes it from visual observation of neighbors and passersby.

(b) No residence shall be erected, altered, placed or permitted to remain on any Lot with fully enclosed living/heated area of less than 1,900 square feet, exclusive of garages and porches. Mobile homes are specifically excluded and prohibited. Pre-fabricated and manufactured housing are specifically excluded and prohibited. No carports shall be permitted. Each Lot with a residence shall have a minimum of a two-car garage.

(c) The approved Grading Plan for the Subdivision shall be referred to in determining the location of a residence on a particular Lot.

(d) All buildings constructed in the Subdivision shall be in conformance with the development standards of each governmental entity or body having jurisdiction over the Subdivision, as developed and enforced by the same, and said standards are incorporated herein by reference. All structures shall be constructed of frame and stucco, adobe and stucco, or other such surface and material as may be authorized by the Design Review Committee. Garages and permitted accessory buildings shall conform in material and design to the dwelling to which they pertain. No metal or wood storage buildings shall be allowed on any Lot unless fully shielded and screened from view from any street and any other Lot, either abutting or otherwise. Only earth tone colors and white exterior surface materials shall be used for any residence, accessory structure, wall or fence. The types of architecture that shall be permitted within the Subdivision are:

New Mexico Traditional
New Mexico Contemporary
California Mediterranean
Spanish Colonial/Mission
Las Cruces Traditional, Pueblo, Territorial

Declaration of Protective Covenants for
La Mancha Estates Phase I

@PFDsktop:ODMA\WORLD\DOX\E\DOX\CLIENT\59316\136\00010463.WPD

(e) The roof portion of the structure may be constructed with or without a pitched roof or combinations of pitch, hip and flat roof designs. Barrel tile-like materials shall be required as the finished surface material on any pitched or sloping roof on any portion of the structure that is sloping. The purpose is to produce a tile effect, a layer effect, and a longer lasting and more durable roof. Any roof-mounted equipment shall be screened and hidden from view from the line of sight from any public place, or street, or adjoining Lot, as determined by the Design Review Committee.

(f) The Grading Plan showing finished elevations of areas to be graded, paved areas, building sites, retention or detention areas, retaining walls and other structures has been approved by the County of Doña Ana. No grading, land filling, excavating, or other alteration will be done except pursuant to the approved Plan or revision approved by the each governmental entity or body having jurisdiction over the Subdivision and by the Design Review Committee.

(g) Single-story structures are encouraged. Two-story structures may not be constructed or maintained on any Lot without the prior written consent of the Design Review Committee which shall not be unreasonably withheld. It shall be reasonable for the Committee to withhold its consent to the construction or maintenance of a two-story structure on a Lot if it will obstruct the view from any adjoining property, including property outside of the Subdivision. Maximum number of stories of any dwelling located within the Subdivision shall be two stories.

6. Approval of Plans.

(a) **Architectural Approval.** Complete plans and specifications for all "Improvements" (defined below), with exterior elevations and a site plan showing the location of the Improvements, all drawn to scale of 1"=20' or larger, shall be approved in writing prior to the commencement of any construction or development activities for such Improvements within the Subdivision. Two sets of the plans and specifications and the following described documents that are applicable to the type of Improvements proposed to be made shall be submitted, one to be retained by the Design Review Committee and one to be returned to the Owner of the Lot:

(1) **Site Plan.** Indicate proposed building footprint, set backs, property boundaries and easements, utility locations, areas of cut and fill, drainage, driveways, sidewalks, decks, and other proposed improvements. Drawn at 1" = 20' or larger;

(2) **Floor Plan.**

(3) **Elevations.** Indicate the exterior appearance of all views, labeled in accordance with the site plan. Height of chimneys as compared with the ridge of the roof. Natural and finished grades for all elevations of all views. Describe all proposed exterior materials, color and finishes (walls, roofs, trim, chimney, windows, doors, etc.

(4) **Building Section.**

764

(5) **Landscape Plan.** A plan for front landscaping should be included with the site plan drawing. Include plant materials with size and condition, rock outcroppings, decks or patios, service yards, driveways, all existing trees, proposed fences or walls with detailed description of the construction, exterior lighting locations and coverage areas.

(b) **"Improvements"** shall mean, collectively, the following items and activities within the Subdivision:

- (1) staking, clearing, landscaping, excavation, grading or other site work;
- (2) buildings, including storage and accessory buildings, structures and other improvements of any kind;
- (3) exterior additions, changes or alterations of any nature to the Lots, buildings or other existing improvements, including, without limitation, changes in color, changes or additions to driveway or walkway surfaces and landscaping modifications.

(c) **Construction.** No Owner or any other person or entity shall commence, erect or maintain any Improvements within the Subdivision until complete plans and specifications for such Improvements have been approved, in writing, by the Design Review Committee. To the extent that Declarant has entered into any written agreement with the Owner of a Lot or others regarding architectural review, approval or control for the construction of initial Improvements, the provisions of such agreement shall control and supercede any conflicting provisions of this Declaration. The Design Review Committee may, in its sole discretion, disapprove any plans and specifications, in whole or in part, and approval of any plan or specification does not constitute a waiver of the right to disapprove the same or similar plans and specifications subsequently submitted.

(d) **Criteria.** The criteria used in determining whether or not to approve any proposed Improvement include, but are not limited to, the harmony of external design with existing or proposed structures, exterior surfacing materials and colors, and the dwelling location with respect to topography and finish grade elevation. The Design Review Committee, may, but shall not be required to, establish design guidelines to provide guidance to Owners regarding matters deemed to be of relevance or importance to the Design Review Committee in considering applications for design approval. The design guidelines shall not be the exclusive basis for decisions hereunder and compliance with the design guidelines shall not guarantee approval of an application. The design guidelines may contain general provisions applicable to all of the Subdivision, as well as specific provisions which vary from one portion of the Subdivision to another, depending upon the location, type of construction or use, and unique characteristics of the property.

(e) **Procedure.** All requests for approval shall be in writing and personally delivered to a member of the Design Review Committee, or a Design Review Committee-designated representative. There shall be no fee for the review. If no Design Review Committee exists, or if the

Design Review Committee shall fail to approve or disapprove the plans and specifications within thirty (30) days after submission of the information required hereby, then such approval shall be deemed to have been received as to the matters set out in this Section 6, provided that no building or other structure shall be erected which violates any of the remaining covenants herein contained.

(f) **Grading.** After building pads are located with respect to topography, and finish grade elevation has been approved and permitted by each governmental entity or body having jurisdiction over the Subdivision and the finish grade of the Lot has been completed, such finish grade shall not be altered, changed or disturbed, except with the prior written consent of each such entity.

(g) **Covenants.** Each Owner of a Lot shall be deemed to covenant and agree that (a) neither initial construction of Improvements nor any exterior addition, change or alteration to existing Improvements shall be commenced within the Owner's Lot until approval for such construction, addition, change or alteration is approved in accordance with this Declaration, and (b) as the developer and initial owner of the Subdivision, Declarant has a significant and substantial interest in ensuring that all Improvements are consistent with the Subdivision plan and that the Improvements do not have an adverse impact upon Declarant's ongoing ability to market, sell, and/or lease all or any portion of the Subdivision. Accordingly, in its exercise of the rights and powers of the Design Review Committee under this Declaration, Declarant shall have the right to approve or disapprove any plans and specifications for Improvements in Declarant's sole discretion, and all Owners acknowledge that in reviewing and acting upon any such plans and specifications, Declarant shall be acting in its own interest and shall owe no duty whatsoever to any other individual or entity, including, without limitation, the Owners.

7. **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood. Such typical neighborhood annoyances and nuisances not allowed include, but are not limited to, (a) long term parking of a recreational vehicle, boat, motor home, trailer, camper, or inoperative vehicle, except inside a garage or enclosure which occludes it from visual observation of neighbors and passersby; (b) ham radio towers and antennae; (c) storage of salvage materials or any other tangible property not directly essential to the use of the Improvements on the Lot; and (d) inadequate maintenance of landscaping. No signs or other advertising shall be displayed on any Lot unless the size, form and number of same are first approved in writing by the Design Review Committee and the same are in compliance with the applicable ordinance of each governmental entity or body having jurisdiction over the Subdivision. Provided, however, that any Owner may, without such prior approval, erect one (1) sign of not more than three (3) feet by five (5) feet advertising the property for sale or rent, either before, during or after the construction period. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept within or on any Lot, providing that they are not kept, bred or maintained for any commercial purpose. When allowed to be kept, all pets must be kept within a fenced or bounded area upon the Owner's Lot and must be on a leash accompanied by the Owner or within the direct control of a responsible person when outside the fenced or bounded area. No Lot shall be used or maintained as a dumping ground for

Declaration of Protective Covenants for
La Mancha Estates Phase I

@PPDesktop\ODMA\WORLDOX\B\DOX\CLIENT\59316\136\00010463 WPD

7/6/06

rubbish. Trash, garbage or other waste shall not be kept on any Lot, except in sanitary containers, screened from view from all streets and other Lots. Refuse placed on the curb or sidewalk for pickup shall not be placed in open view more than twenty-four (24) hours before the scheduled pickup time. Television reception dishes or large antennae taller than 3 feet must be approved by the Design Review Committee and will not be allowed unless properly screened from view and not an imposition to adjoining or nearby property owners.

8. **Walls and Fences.** Retaining walls shall be party walls if placed on the common property line between two (2) Lots and shall not be removed by either of the Owners of such Lots without the written consent of the other Owner AND the Design Review Committee. Party walls, if constructed, on the property line between two adjoining Lots shall be constructed on the Lots' property lines such that rear yards and side yards are enclosed, subject to other limitations contained herein and in any applicable zoning ordinance. The side party walls from the front of the dwelling to the rear lot corner shall be a minimum of forty-two (42) inches in height above the grade of the higher of the Lots. The party walls shall be no more than six (6) feet in height unless it can be established to the Design Review Committee's satisfaction that very unusual circumstances exist.

All party walls and retaining walls shall be constructed of rock or stone in conformance with what is commonly known as "Las Cruces Rock Wall" standards, materials and styles and using only the golden/tan/reddish rock. No gray rock walls are allowed. Those walls not on the property lines and that form the "return" from the residence or courtyard and internal patio walls tied to the residence may be of the same or compatible material used in the residence construction, subject to approval of the Design Review Committee. Decorative wrought iron and wood may be used for wall accents, gates and such, subject to Design Review Committee approval. The cost of each property line rock wall, whether it is a retaining wall or not, shall be paid, in equal shares, by the Owners of the Lots on which such wall is built. This equal sharing of cost shall be the rule even to the extent that a rock wall was built prior to the time that the abutting Lot is purchased from Declarant. The payment for the share of the cost of any wall shall be the responsibility of the seller (other than Declarant) and/or purchaser of that second Lot made after the rock wall has been placed on the common property line. At the time of the purchase of an unimproved Lot, all initial Lot purchasers shall sign a separate agreement between themselves and Declarant that outlines the rock wall reimbursement requirements. Rear lot line fences must be built on the lot line forty-two inches (42") above grade of the Lot at the lot line. No cost reimbursement shall apply to rear lot line fences. These rear lot line fences must be built of the same rock as the party walls and may include some view fencing of iron or other material as approved by the Design Review Committee.

9. **Landscaping.** Each Owner shall plant a minimum of ten (10) plants in the ground in the front yard of such Owner's Lot no later than the issuance of a certificate of occupancy for the first dwelling constructed on such Lot. At least one (1) of such plants must be a tree with a minimum trunk diameter of 2", at least five (5) of such plants must each be at least a five-gallon shrub or tree, and each of the remainder of such plants must be at least a one-gallon shrub or tree. The Owner of a Lot shall maintain such plants in good condition and shall promptly replace any such plant that has been removed

or died or been substantially damaged by disease, pests or another cause. Ground cover of some type of plant is mandatory and impervious plastic under ground cover is prohibited. Rock landscaping is not acceptable. The Committee has the authority to make the determination that a certain application of ground cover is or is not adequate.

10. Easements.

(a) Easements for installation and maintenance of utilities and other uses are reserved and are hereby expressly acknowledged and granted as shown on the recorded plat. Upon the described easements, no permanent structure, ground cover, planting or other material shall be placed or permitted to remain, except as may be authorized in writing by the Committee. The easement area of each Lot and all improvements thereon shall be maintained by the Owner of such Lot, except those improvements for which the easement owner may be responsible, as determined by the Committee. Access without trespass shall be provided for maintenance personnel for the installation, upkeep, repair, removal and replacement of facilities contained within the easements.

(b) The Owner of each Lot shall also be responsible for maintaining the strip of land between his property line and the back of the curb on the near side of any street adjacent to or in front of the Owner's lot line.

(c) All Lots must conform to the requirements as shown on the recorded plat and to the drainage and ponding requirements of each governmental entity or body having jurisdiction over the Subdivision.

(d) Sale of any Lot shall include all rights of Declarant in and to the street, road or highway adjoining the same, subject to the rights of all others to use the same as public or private thoroughfares. Declarant reserves the right to dedicate to the public all streets within or abutting the Subdivision without the consent of any Owner.

(e) All public and private rights-of-way, including streets and roads dedicated to a governmental entity or body shall also be considered utility easements.

11. Completion of Construction. The construction of all Improvements shall proceed and be completed in accordance with the plans and specifications approved by the Design Review Committee. For all purposes such construction shall be undertaken with diligence continuously from time of commencement until fully completed, and no building shall be occupied for dwelling purposes until construction has been completed and a certificate of occupancy issued by the governmental entity or body having jurisdiction over the Subdivision. Permissible accessory buildings may not be constructed prior to the construction of the main residential structure. Once construction commences, whether of the new structure or any subsequent additions, alterations or modifications, such construction shall be completed within six (6) months. In any event, unless an extension is granted in writing by Declarant, construction of a residence on each Lot must commence within twenty-four (24)

Declaration of Protective Covenants for
La Mancha Estates Phase I

@PFD\sktop\ODMA\WORLD\DOX\DOX\CLIENT\59316\136\00010463.WPD

768

months after such Lot is first owned by a person unrelated to, or unaffiliated with, Declarant. Should construction on any Lot not be commenced within said period, Declarant at its sole option has the right to repurchase that Lot for the same consideration paid for such Lot by the first person who owned such Lot that is not related to, or unaffiliated with, Declarant.

12. Oil and Mineral Operations. No oil drilling, oil development operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

13. Design Review Committee. There is hereby established the Design Review Committee, referred to herein sometimes as "Committee." The Committee shall be composed initially of Declarant, or its designee. All design review rights of Declarant may be exercised on behalf of Declarant by such members, officers, directors, employees, agents, representatives, or other designees of Declarant as Declarant may designate from time to time. In the event of the death or resignation of any member(s) of the Committee, the remaining members, whether or not constituting a majority, shall have full authority to designate a successor to fill such vacancy. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed in connection with their activities as members or representatives of the Committee. Upon completion of construction of a house on each Lot, or ten (10) years from the date of recordation hereof, whichever occurs first, Declarant shall be deemed to have resigned without further notice. After such date, all privileges, powers, right and authority of the Committee shall be exercised by and be vested in a Committee to be selected by the Owners of a majority of the Lots.

14. Powers of the Committee. The Committee shall have the power to authorize, on a case by case basis, variances from the requirements herein contained, in cases where strict adherence to those requirements would operate to work a hardship on an Owner or Owners of one or more Lots, or where the requirements can not be reasonably met due to the topography, location or shape of a particular Lot. The Committee's approval or disapproval as required in this Declaration must be in writing.

15. Limitation on Liability of the Committee. Members of the Committee or their representatives shall not incur any liability of whatever nature to any person or entity, their assigns, purchasers or personal representatives submitting plans or specifications as hereinbefore provided for, or to any Owner of a Lot or Lots, by reason of a mistake in judgment or discretion, of nonfeasance, or negligence arising out of or in connection with the approval, disapproval or the failure to approve any plans or specifications submitted.

16. General Provisions.

(a) **Variance.** Variances for any distance and height requirements imposed by this Declaration or any other dispensation to an Owner of a Lot may only be granted as applicable by the

governmental entity or body having jurisdiction over the Subdivision, Declarant, or the Committee, only after all Lots have been conveyed to persons other than Declarant or person related to Declarant.

(b) **Amendments.** This Declaration may be modified, changed, altered or revoked by Declarant at any time within two (2) years after this Declaration is recorded in the office of the County Clerk of Doña Ana County, New Mexico, by an instrument that is duly recorded with the County Clerk of Doña Ana County, New Mexico. This Declaration may be modified, changed, altered or revoked at any time thereafter by an instrument duly signed, acknowledged and recorded by a majority of the then Owners (each Lot shall be entitled to one vote).

(c) **Severability.** If any clause, provision or term of this Declaration is declared illegal, invalid or unenforceable under applicable present or future laws, then the remainder of this Declaration shall not be affected and, in lieu of any such clause, provision, or term, there shall be added as a part thereof a substitute clause, provision or term as similar in substance to such illegal, invalid or unenforceable clause, provision or term as may be possible.

(d) **Enforcement.** In the event suit is brought or an attorney is retained by Declarant or any Owner of a Lot to enforce this Declaration or to collect money damages for a breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation, witness fees, and other related expenses incurred in conjunction therewith, as determined by the court and not a jury

(e) **Construction.** Words in any gender shall be deemed to include the other genders. The singular shall be deemed to include the plural and vice versa. The headings are for guidance only and shall have no significance in the interpretation of this Declaration. For purposes of this Declaration, the term "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to a Lot, including the purchaser under a recorded real estate contract wherein the purchaser is entitled to possession, but excluding those having such interest merely as security for the payment or performance of an obligation, including the holder of an owner's interest in a recorded real estate contract wherein the purchaser is entitled to possession.

17. **Miscellaneous Provisions.**

(a) Each Owner of a Lot accepts the same subject to all restrictions, conditions, covenants, reservations, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights and benefits hereby granted, created, reserved or declared, and all obligations hereby imposed shall be covenants running with the land and shall bind any person having at any time any interest or estate in the land, and shall inure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

(b) Each Owner of a Lot is hereby placed on notice of the plans of Declarant, and affiliated entities, to develop adjacent and nearby lands. Each Owner of a Lot hereby consents to such development and covenants not to oppose such development, provided such development is not in violation of law.

Effective: November 19, 2004.


LOGOS DEVELOPMENT, INC., a New Mexico corporation

By: 
Philippos T. Philippou, President


STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

This instrument was acknowledged before me on November 19, 2004, by Philippos T. Philippou as president of Logos Development, Inc., a New Mexico corporation.

(Seal)


Notary Public
My commission expires: 3/12/06



State of New Mexico
County of Dona Ana, ss 37943
RECEPTION NO. 37943
I hereby certify that this instrument was filed for recording and duly recorded on
NOV 22 2004
12:28 o'clock P M
Book 366 Page 762-771
of the Records of said County.
Rita M. ...
BY 



Declaration of Protective Covenants for
La Mancha Estates Phase I

@PFDesktop\ODMA\WORLD\DOX\E\DOX\CLIENT\59316\136\00010463.WPD

10833 (1)

DONA ANA TITLE CO. INC
GF# 529418/10/07

**FIRST AMENDMENT
TO
DECLARATION OF PROTECTIVE COVENANTS
FOR
LA MANCHA ESTATES PHASE I**

First Amendment to Declaration of Protective Covenants for La Mancha Estates Phase I made by LOGOS DEVELOPMENT, INC., a New Mexico corporation (the "Declarant").

WHEREAS, Declarant previously executed and recorded in the office of the County Clerk of Doña Ana County, New Mexico on November 22, 2004 (reception number 0437943), in Book 566 at pages 762-771 that certain instrument entitled "Declaration of Protective Covenants for La Mancha Estates Phase I" (the "Declaration"), which pertains to the following described real estate situated in Doña Ana County, New Mexico (the "Property"):

Lots 1 and 2 in Block A, Lots 1 through 4 in Block B, Lots 1 through 8 in Block C, Lots 21 through 25 in Block C, Lots 37 through 45 in Block C, Lots 51 through 61 in Block C, Lots 79 through 86 in Block C, Lots 93 through 100 in Block C and Lots 1 through 6 in Block D of La Mancha Estates Phase I, as shown and designated on the plat of said subdivision that was recorded in the office of the County Clerk of Doña Ana County, New Mexico on November 15, 2004 (reception number 37056), as Plat No. 4047, in Book 21 at pages 30-34 (said lots are sometimes referred to in this Declaration individually as a "Lot" and collectively as the "Lots").

WHEREAS, pursuant to Section 16(b) of the Declaration, Declarant reserved the right to modify, change, alter or revoke the Declaration at any time within two (2) years after the Declaration was recorded in the office of the County Clerk of Doña Ana County, New Mexico, by an instrument that is duly recorded with the County Clerk of Doña Ana County, New Mexico; and

WHEREAS, Declarant desires to amend the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Paragraph (a) of Section 5, Land Use and Building Types, of the Declaration is amended to read as follows:

"(a) All Lots are declared to be residential lots, and no Lot shall be used for other than residential purposes. There shall not be allowed on any Lot any structure that allows more than one (1) family to reside therein or thereon. No trailer,

1521

tent, shack, barn, or similar temporary building may be maintained on any Lot for the long-term habitation of persons therein.”

2. Paragraph (d) of Section 5, Land Use and Building Types, of the Declaration is amended to read as follows:

“(d) All buildings constructed in the Subdivision shall be in conformance with the development standards of each governmental entity or body having jurisdiction over the Subdivision, as developed and enforced by the same, and said standards are incorporated herein by reference. All structures shall be constructed of frame and stucco, adobe and stucco, rammed earth and stucco, or other such surface and material as may be authorized by the Design Review Committee. Garages and permitted accessory buildings shall conform in material and design to the dwelling to which they pertain. No storage building that is not an Improvement (because it is not permanently affixed to a Lot) shall be allowed on any Lot unless fully shielded and screened from view from any street and any other Lot, either abutting or otherwise. Only earth tone colors and white exterior surface materials shall be used for any residence, accessory structure, wall or fence. The types of architecture that shall be permitted within the Subdivision are:

“New Mexico Traditional
“New Mexico Contemporary
“California Mediterranean
“Spanish Colonial/Mission
“Las Cruces Traditional, Pueblo, Territorial”

3. Section 7, Nuisances, of the Declaration is amended to read as follows:

“7. **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood. Such typical neighborhood annoyances and nuisances not allowed include, but are not limited to, (a) long-term parking of a recreational vehicle, boat, motor home, trailer, or camper on any street in the Subdivision or on any part of any Lot, unless it is inside a garage or enclosure which occludes it from visual observation of neighbors and passersby; (b) ham radio towers and antennae; (c) storage of salvage materials or any other tangible property not directly essential to the use of the Improvements on the Lot; (d) inadequate maintenance of landscaping; and (e) long-term parking of an inoperative vehicle or any vehicle in poor condition. No signs or other advertising shall be displayed on any Lot unless the size, form and number of same are first approved in writing by the Design Review Committee and the same are in compliance with the applicable ordinance of each governmental entity or body having jurisdiction over the

Subdivision. Provided, however, that any Owner may, without such prior approval, erect one (1) sign of not more than three (3) feet by five (5) feet advertising the property for sale or rent, either before, during or after the construction period. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept within or on any Lot, providing that they are not kept, bred or maintained for any commercial purpose. When allowed to be kept, all pets must be kept within a fenced or bounded area upon the Owner's Lot and must be on a leash accompanied by the Owner or within the direct control of a responsible person when outside the fenced or bounded area. Each Owner of a Lot is hereby placed on notice that the protective covenants for the other phases of La Mancha Estates may permit the owner of certain larger lots in one or more of such other phases to maintain horses and 4-H animals on those lots. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any Lot, except in sanitary containers, screened from view from all streets and other Lots. Refuse placed on the curb or sidewalk for pickup shall not be placed in open view more than twenty-four (24) hours before the scheduled pickup time. Television reception dishes or large antennae taller than 3 feet must be approved by the Design Review Committee and will not be allowed unless properly screened from view and not an imposition to adjoining or nearby property owners. Each Lot shall be kept neat and clean at all times and free of any and all weeds and debris."

4. Section 9, Landscaping, of the Declaration is amended to read as follows:

"9. **Landscaping.** Each Owner shall plant a minimum of ten (10) plants in the ground in the front yard of such Owner's Lot no later than the issuance of a certificate of occupancy for the first dwelling constructed on such Lot. At least one (1) of such plants must be a tree with a minimum trunk diameter of 2", at least five (5) of such plants must each be at least a five-gallon shrub or tree, and each of the remainder of such plants must be at least a one-gallon shrub or tree. The Owner of a Lot shall maintain such plants in good condition and shall promptly replace any such plant that has been removed or died or been substantially damaged by disease, pests or another cause. Ground cover of some type of plant or decorative rock is mandatory and impervious plastic under ground cover is prohibited. The Committee has the authority to make the determination that a certain application of ground cover is or is not adequate."

5. Section 11, Completion of Construction, of the Declaration is amended to read as follows:

"11. **Completion of Construction.** The construction of all Improvements shall proceed and be completed in accordance with the plans and specifications approved by the Design Review Committee. For all purposes such construction shall be undertaken with diligence continuously from time of commencement until fully completed, and no

building shall be occupied for dwelling purposes until construction has been completed and a certificate of occupancy issued by the governmental entity or body having jurisdiction over the Subdivision. Permissible accessory buildings may not be constructed prior to the construction of the main residential structure. Once construction commences, whether of the new structure or any subsequent additions, alterations or modifications, such construction shall be completed within six (6) months."

6. Paragraph (b) of Section 17, Miscellaneous Provisions, of the Declaration is amended to read as follows:

"(b) Each Owner of a Lot is hereby placed on notice of the plans of Declarant, and affiliated entities, to develop adjacent and nearby lands. Each Owner of a Lot hereby consents to such development and covenants not to oppose such development, provided such development is not in violation of law. Each Owner of a Lot is hereby placed on further notice that Declarant, and/or affiliated entities, may submit a petition for the annexation of the Subdivision and adjacent and nearby lands by the City of Las Cruces or the Town of Mesilla. Each Owner of a Lot hereby consents to such petition and grants to Declarant an irrevocable power of attorney coupled with an interest for the purpose of consenting on such Owner's behalf to such annexation, and covenants not to oppose such annexation, provided such annexation is not in violation of law."

7. Section 17, Miscellaneous Provisions, of the Declaration is amended by adding the following to the end thereof as paragraph (c):

"(c) Each Owner of a Lot is hereby placed on notice of the plans of Declarant, and affiliated entities, to obtain water and sewer service for the Subdivision from a municipal or private utility. In the event that water service for the Subdivision is obtained by Declarant, or an affiliated entity, from a municipal or private utility, each Owner of a Lot hereby covenants to pay the cost of connecting such Owner's Lot to that utility's water system in the Subdivision and to obtain all of the water necessary for the domestic use of such Owner's Lot from that utility. Each Owner that has a well on its Lot at the time that such water service is made available to its Lot may continue to maintain such well on its Lot for providing irrigation water to its Lot, provided that the law allows it to do so. In the event that sewer service for the Subdivision is obtained by Declarant, or an affiliated entity, from a municipal or private utility, each Owner of a Lot hereby covenants to pay the cost of connecting such Owner's Lot to that utility's sewer system in the Subdivision and to cease using any septic system for disposing of the sewage generated on that Lot."

In all other respects, the Declaration is confirmed.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 6th day of April, 2005.

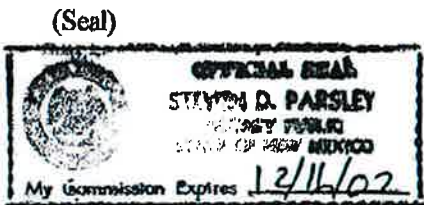
LOGOS DEVELOPMENT, INC., a New Mexico corporation

By: [Signature]
Philippos T. Philippou, President

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

This instrument was acknowledged before me on April 6, 2005, by Philippos T. Philippou as president of Logos Development, Inc., a New Mexico corporation.

[Signature]
Notary Public
My commission expires: _____



State of New Mexico
County of Dona Ana, ss
RECEPTION NO. 10833
I hereby certify that this
instrument was filed for
recording and duly recorded on
APR 07 2005
at 2:34 o'clock PM
Book 349 Page 1521-1525
of the Records of said County.
Rita Torres, County Clerk
BY [Signature] DEPUTY



First Amendment to Declaration of Protective
Covenants for La Mancha Estates Phase I

C:\Documents and Settings\philip\Local Settings\Temp\00011151.WPD

Detco (gmx)
10970

**SECOND AMENDMENT
TO
DECLARATION OF PROTECTIVE COVENANTS
FOR
LA MANCHA ESTATES PHASE I**

Second Amendment to Declaration of Protective Covenants for La Mancha Estates Phase I made by LOGOS DEVELOPMENT, INC., a New Mexico corporation (the "Declarant").

WHEREAS, Declarant previously executed and recorded in the office of the County Clerk of Doña Ana County, New Mexico on November 22, 2004 (reception number 0437943), in Book 566 at pages 762-771 that certain instrument entitled "Declaration of Protective Covenants for La Mancha Estates Phase I" (the "Original Declaration"), which pertains to the following described real estate in Doña Ana County, New Mexico (the "Property"):

Lots 1 and 2 in Block A, Lots 1 through 4 in Block B, Lots 1 through 8 in Block C, Lots 21 through 25 in Block C, Lots 37 through 45 in Block C, Lots 51 through 61 in Block C, Lots 79 through 86 in Block C, Lots 93 through 100 in Block C and Lots 1 through 6 in Block D of La Mancha Estates Phase I, as shown and designated on the plat of said subdivision that was recorded in the office of the County Clerk of Doña Ana County, New Mexico on November 15, 2004 (reception number 0437056), as Plat No. 4047, in Book 21 at pages 30-34 (said lots are sometimes referred to in this Declaration individually as a "Lot" and collectively as the "Lots"); and

WHEREAS, pursuant to Section 16(b) of the Declaration, Declarant reserved the right to modify, change, alter or revoke the Declaration at any time within two (2) years after the Declaration was recorded in the office of the County Clerk of Doña Ana County, New Mexico, by an instrument that is duly recorded with the County Clerk of Doña Ana County, New Mexico; and

WHEREAS, Declarant amended the Original Declaration by that certain instrument entitled "First Amendment to Declaration of Protective Covenants for La Mancha Estates Phase I" (the "First Amendment"), which was recorded in the office of the County Clerk of Doña Ana County, New Mexico on April 7, 2005 (reception number 0510833), in Book 488 at pages 1521-1525 (the Original Declaration, as amended by the First Amendment, is hereinafter referred to as the "Declaration"); and

WHEREAS, Declarant desires to further amend the Original Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1504

Section 8, Walls and Fences, of the Declaration is amended to read as follows:

"8. **Walls and Fences.** The Owners of the Lots are not required to build a fence around any part of the Lots. Except as provided in the next sentence, no fence may be erected or maintained on any Lot unless it is constructed solely of rock or stone and mortar in conformance with what is commonly known as "Las Cruces Rock Wall" standards, materials and styles and using only golden/tan/reddish rock, not gray rock. Decorative wrought iron and wood may be used for fence accents and gates, subject to Design Review Committee approval. No fence may be erected or maintained on any Lot that is more than seventy-two inches (72") above grade. No part of a fence on a Lot shall be less than twenty-five feet (25') from the front property line of such Lot. The construction of all fences must be approved by the Design Review Committee in accordance with Section 6 of this Declaration. The provisions of this paragraph do not apply to courtyard walls, which may constructed of the same or compatible material used in the dwelling construction, subject to approval of the Design Review Committee. While the Owners of the Lots are not required to build party fences (walls) with their respective neighbors, they are encouraged to do so and to share the cost thereof."

In all other respects, the Declaration is confirmed.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 29th day of March, 2006

State of New Mexico
County of Dona Ana
RECEPTION NO. 10970
I hereby certify that this instrument was filed for recording and duly recorded on

LOGOS DEVELOPMENT, INC., a New Mexico corporation

MAR 30 2006
at 2:35 o'clock P M
Book 697 Page 1504-1505
of the Records of Dona Ana County.
Rita Torres, County Clerk
By: [Signature]

[Signature]
By: Philippos T. Philippou, President

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

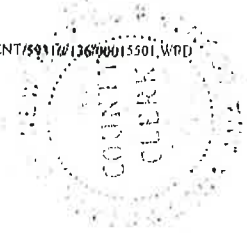
This instrument was acknowledged before me on March 29, 2006, by Philippos T. Philippou as president of Logos Development, Inc., a New Mexico corporation.



OFFICIAL SEAL
PATRICIA HAVERPORTH
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 2/23/08

Patricia Haverporth
Notary Public
My commission expires: 2/23/08

1525



DONA ANA TITLE CO., INC.
GF # 1381930/mfv

**THIRD AMENDMENT
TO
DECLARATION OF PROTECTIVE COVENANTS
FOR
LA MANCHA ESTATES PHASE I**



Recorded 10/16/09 DAC

Third Amendment to Declaration of Protective Covenants for La Mancha Estates Phase I made by LOGOS DEVELOPMENT, INC., a New Mexico corporation ("Declarant"), RICHARD J. TRUJILLO and JULIE A. TRUJILLO, husband and wife (collectively referred to herein as the "Trujillos") and RDJ BUILDERS, LLC, a New Mexico Limited Liability Company ("RDJ") (Declarant, Trujillos and RDJ are sometimes referred to herein collectively as the "Majority Owners").

WHEREAS, Declarant previously executed and recorded in the real property records in the office of the County Clerk of Doña Ana County, New Mexico (the "County Clerk") on November 22, 2004 (reception number 0437943), in Book 566 at pages 762-771 that certain instrument entitled "Declaration of Protective Covenants for La Mancha Estates Phase I" (the "Original Declaration"), which pertains to the following described real estate in Doña Ana County, New Mexico (the "Property"):

Lots 1 and 2 in Block A, Lots 1 through 4 in Block B, Lots 1 through 8 in Block C, Lots 21 through 25 in Block C, Lots 37 through 45 in Block C, Lots 51 through 61 in Block C, Lots 79 through 86 in Block C, Lots 93 through 100 in Block C and Lots 1 through 6 in Block D of La Mancha Estates Phase I, as shown and designated on the plat of said subdivision that was recorded in the office of the County Clerk of Doña Ana County, New Mexico on November 15, 2004 (reception number 0437056), as Plat No. 4047, in Book 21 at pages 30-34 (said lots are sometimes referred to in this Declaration individually as a "Lot" and collectively as the "Lots"); and

WHEREAS, Declarant amended the Original Declaration by that certain instrument entitled "First Amendment to Declaration of Protective Covenants for La Mancha Estates Phase I" (the "First Amendment"), which was recorded in the real property records in the office of the County Clerk on April 7, 2005 (reception number 0510833), in Book 488 at pages 1521-1525; and

WHEREAS, Declarant further amended the Original Declaration by that certain instrument entitled "Second Amendment to Declaration of Protective Covenants for La Mancha Estates Phase I" (the "Second Amendment"), which was recorded in the real property records in the office of the County Clerk on March 30, 2006 (reception number 0610970), in Book 697 at pages 1504-1505 (the Original Declaration, as amended by the First Amendment and the Second Amendment, is hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to Section 16(b) of the Declaration, the Declaration may be modified, changed, altered or revoked at any time after November 22, 2006, by an instrument that is duly signed, acknowledged and recorded in the office of the County Clerk by the Owners (as defined in the Declaration) of a majority of the Lots; and

WHEREAS, the Majority Owners are the Owners of a majority of the Lots; and

WHEREAS, the Majority Owners desire to amend the Declaration.

NOW, THEREFORE, the Majority Owners hereby amend the Declaration by adding the following to the end of Section 17, Miscellaneous Provisions, as paragraph (d):

“(d) When this Declaration was executed by Declarant on November 19, 2004, and at all times since then, there have been two, operating farm irrigation wells in the Subdivision that have been used to irrigate land in and adjacent to the Subdivision. One well is located in the northeast corner of Lot 1 in Block A and is identified by the State Engineer of New Mexico as Well No. LRG-00004-S-2, and the other well is located on Lot 5 in Block D and is identified by the State Engineer of New Mexico as Well No. LRG-00004 (said wells and all replacements of said wells are sometimes referred to in this Declaration individually as a “Well” and collectively as the “Wells”). Notwithstanding anything to the contrary in this Declaration, the existence of the Wells and the placement of replacement irrigation wells within thirty feet (30’) of the location of one of the original Wells, the operation of the Wells for irrigation purposes, and the maintenance, repair and replacement of the Wells shall be and hereby are deemed and declared to be allowed uses and activities under this Declaration. The operation, maintenance, repair and replacement of the Wells are hereby deemed and declared not to be nuisances under the terms and conditions of this Declaration; provided that the Wells are not operated before 7:00 am or after 8:00 pm local time, any motor used to power a pump on a Well is properly muffled, and the Wells are properly maintained. The transportation of water pumped from the Wells for irrigation purposes via the irrigation ditch easements located in the Subdivision is hereby deemed to be an allowed activity and use under the terms and conditions of this Declaration.”

In all other respects, the Declaration is confirmed.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

e-Recorded 10/16/09 DAC

IN WITNESS WHEREOF, the undersigned have executed this instrument this _____ day of October, 2009.

LOGOS DEVELOPMENT, INC., a New Mexico corporation

RDJ BUILDERS, LLC, a New Mexico Limited Liability Company

By: [Signature]
Kyle H. Moberly, Authorized Agent

By: [Signature]
Richard J. Trujillo, by Julie A. Trujillo
his Attorney-in-Fact
Trujillo his Attorney in Fact

[Signature]
RICHARD J. TRUJILLO, by Julie A. Trujillo
his Attorney-in-Fact
Trujillo his Attorney in Fact

By: [Signature]
Julie A. Trujillo

[Signature]
JULIE A. TRUJILLO

By: [Signature]
John Trujillo

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

This instrument was acknowledged before me on October 16, 2009, by Kyle H. Moberly as authorized agent of Logos Development, Inc., a New Mexico corporation.

OFFICIAL SEAL
Steven D. Parsley
NOTARY PUBLIC STATE OF NEW MEXICO
My commission expires: 12-16-11

[Signature]
Notary Public
My commission expires: _____

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

This instrument was acknowledged before me on October 16th, 2009, by Julie A. Trujillo as attorney-in-fact of Richard J. Trujillo.

YVETTE M. SALIENDO
NOTARY PUBLIC
STATE OF NEW MEXICO
(Seal)

[Signature]
Notary Public
My commission expires: 7/29/2010

Third Amendment to Declaration of Protective Covenants for La Mancha Estates Phase I

C:\Documents and Settings\harry\Local Settings\Temporary Internet Files\Content.IE5\ABU3MXIZ\00019090.WPD

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA



This instrument was acknowledged before me on October 16th, 2009, by Julie A. Trujillo.

Yvette M. Galindo
Notary Public
My commission expires: 7/29/2010

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

This instrument was acknowledged before me on October 16th, 2009, by Julie A. Trujillo as attorney-in-fact of Richard J. Trujillo as a member of RDJ Builders, LLC, a New Mexico limited liability company.



Yvette M. Galindo
Notary Public
My commission expires: 7/29/2010

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

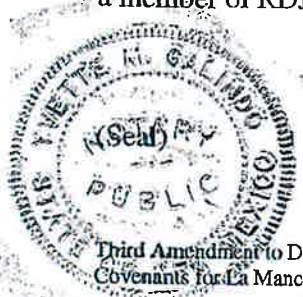
This instrument was acknowledged before me on October 16th, 2009, by Julie A. Trujillo as a member of RDJ Builders, LLC, a New Mexico limited liability company.



Yvette M. Galindo
Notary Public
My commission expires: 7/29/2010

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

This instrument was acknowledged before me on October 16th, 2009, by John Trujillo as a member of RDJ Builders, LLC, a New Mexico limited liability company.



Yvette M. Galindo
Notary Public
My commission expires: 7/29/2010

Third Amendment to Declaration of Protective
Covenants for La Mancha Estates Phase I

DONA ANA TITLE CO., INC.
GF # 1381936/Mrfu

*RE-RECORDED
THIRD AMENDMENT

**TO
DECLARATION OF PROTECTIVE COVENANTS
FOR**

LA MANCHA ESTATES PHASE I

*This Third Amendment is being re-recorded in correction but no in lieu of that certain Amendment filed on October 16, 2009. To replace page 2 of 4.

Third Amendment to Declaration of Protective Covenants for La Mancha Estates Phase I made by LOGOS DEVELOPMENT, INC., a New Mexico corporation ("Declarant"), RICHARD J. TRUJILLO and JULIE A. TRUJILLO, husband and wife (collectively referred to herein as the "Trujillos") and RDJ BUILDERS, LLC, a New Mexico Limited Liability Company ("RDJ") (Declarant, Trujillos and RDJ are sometimes referred to herein collectively as the "Majority Owners").

WHEREAS, Declarant previously executed and recorded in the real property records in the office of the County Clerk of Doña Ana County, New Mexico (the "County Clerk") on November 22, 2004 (reception number 0437943), in Book 566 at pages 762-771 that certain instrument entitled "Declaration of Protective Covenants for La Mancha Estates Phase I" (the "Original Declaration"), which pertains to the following described real estate in Doña Ana County, New Mexico (the "Property"):

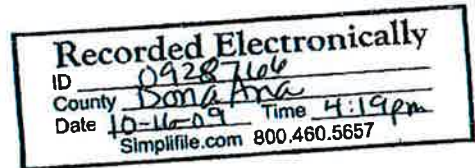
Lots 1 and 2 in Block A, Lots 1 through 4 in Block B, Lots 1 through 8 in Block C, Lots 21 through 25 in Block C, Lots 37 through 45 in Block C, Lots 51 through 61 in Block C, Lots 79 through 86 in Block C, Lots 93 through 100 in Block C and Lots 1 through 6 in Block D of La Mancha Estates Phase I, as shown and designated on the plat of said subdivision that was recorded in the office of the County Clerk of Doña Ana County, New Mexico on November 15, 2004 (reception number 0437056), as Plat No. 4047, in Book 21 at pages 30-34 (said lots are sometimes referred to in this Declaration individually as a "Lot" and collectively as the "Lots"); and

WHEREAS, Declarant amended the Original Declaration by that certain instrument entitled "First Amendment to Declaration of Protective Covenants for La Mancha Estates Phase I" (the "First Amendment"), which was recorded in the real property records in the office of the County Clerk on April 7, 2005 (reception number 0510833), in Book 488 at pages 1521-1525; and

WHEREAS, Declarant further amended the Original Declaration by that certain instrument entitled "Second Amendment to Declaration of Protective Covenants for La Mancha Estates Phase I" (the "Second Amendment"), which was recorded in the real property records in the office of the County Clerk on March 30, 2006 (reception number 0610970), in Book 697 at pages 1504-1505 (the Original Declaration, as amended by the First Amendment and the Second Amendment, is hereinafter referred to as the "Declaration"); and

Third Amendment to Declaration of Protective Covenants for La Mancha Estates Phase I

C:\Documents and Settings\Harry\Local Settings\Temporary Internet Files\Content.IE5\ABU3MXIZ\00019090.WPD



e-Recorded 10/29/09 DAC

WHEREAS, pursuant to Section 16(b) of the Declaration, the Declaration may be modified, changed, altered or revoked at any time after November 22, 2006, by an instrument that is duly signed, acknowledged and recorded in the office of the County Clerk by the Owners (as defined in the Declaration) of a majority of the Lots; and

WHEREAS, the Majority Owners are the Owners of a majority of the Lots; and

WHEREAS, the Majority Owners desire to amend the Declaration.

NOW, THEREFORE, the Majority Owners hereby amend the Declaration by adding the following to the end of Section 17, Miscellaneous Provisions, as paragraph (d):

“(d) When this Declaration was executed by Declarant on November 19, 2004, and at all times since then, there have been two, operating farm irrigation wells in the Subdivision that have been used to irrigate land in and adjacent to the Subdivision. One well is located in the northeast corner of Lot 1 in Block A and is identified by the State Engineer of New Mexico as Well No. LRG-00004-S-2, and the other well is located on Lot 1 in Block C and is identified by the State Engineer of New Mexico as Well No. LRG-00004 (said wells and all replacements of said wells are sometimes referred to in this Declaration individually as a “Well” and collectively as the “Wells”). Notwithstanding anything to the contrary in this Declaration, the existence of the Wells and the placement of replacement irrigation wells within thirty feet (30') of the location of one of the original Wells, the operation of the Wells for irrigation purposes, and the maintenance, repair and replacement of the Wells shall be and hereby are deemed and declared to be allowed uses and activities under this Declaration. The operation, maintenance, repair and replacement of the Wells are hereby deemed and declared not to be nuisances under the terms and conditions of this Declaration; provided that the Wells are not operated before 7:00 am or after 8:00 pm local time, any motor used to power a pump on a Well is properly muffled, and the Wells are properly maintained. The transportation of water pumped from the Wells for irrigation purposes via the irrigation ditch easements located in the Subdivision is hereby deemed to be an allowed activity and use under the terms and conditions of this Declaration.”

In all other respects, the Declaration is confirmed.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this instrument this _____ day of October, 2009.

LOGOS DEVELOPMENT, INC., a New Mexico corporation

RDJ BUILDERS, LLC, a New Mexico Limited Liability Company

By: [Signature]
Kyle H. Moberly, Authorized Agent

By: Richard J. Trujillo by Julie A. Trujillo
Richard J. Trujillo, by Julie A. Trujillo
his Attorney-in-Fact
Trujillo his Attorney in fact

Richard J. Trujillo by Julie A. Trujillo
RICHARD J. TRUJILLO, by Julie A. Trujillo
his Attorney-in-Fact
Trujillo his Attorney in fact

By: Julie A. Trujillo
Julie A. Trujillo

Julie A. Trujillo
JULIE A. TRUJILLO

By: John E. Trujillo
John Trujillo

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

This instrument was acknowledged before me on October 16, 2009, by Kyle H. Moberly as authorized agent of Logos Development, Inc., a New Mexico corporation.

 OFFICIAL SEAL
Steven D. Parsley
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 12-16-11

[Signature]
Notary Public
My commission expires: _____

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

This instrument was acknowledged before me on October 16th, 2009, by Julie A. Trujillo as attorney-in-fact of Richard J. Trujillo.

 YVETTE M. SALGADO
NOTARY PUBLIC
STATE OF NEW MEXICO

Yvette M. Salgado
Notary Public
My commission expires: 7/29/2010

Third Amendment to Declaration of Protective Covenants for La Mancha Estates Phase I

C:\Documents and Settings\harry\Local Settings\Temporary Internet Files\Content.IE5\ABU3MXIZ\00019090.WPD

e-Recorded 10/29/09 DAC

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA



This instrument was acknowledged before me on October 16th, 2009, by Julie A. Trujillo.

Yvette M. Galindo
Notary Public
My commission expires: 7/29/2010

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA



This instrument was acknowledged before me on October 16th, 2009, by Julie A. Trujillo as attorney-in-fact of Richard J. Trujillo as a member of RDJ Builders, LLC, a New Mexico limited liability company.

Yvette M. Galindo
Notary Public
My commission expires: 7/29/2010

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA



This instrument was acknowledged before me on October 16th, 2009, by Julie A. Trujillo as a member of RDJ Builders, LLC, a New Mexico limited liability company.

Yvette M. Galindo
Notary Public
My commission expires: 7/29/2010

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA



This instrument was acknowledged before me on October 16th, 2009, by John Trujillo as a member of RDJ Builders, LLC, a New Mexico limited liability company.

Yvette M. Galindo
Notary Public
My commission expires: 7/29/2010

Third Amendment to Declaration of Protective
Covenants for La Mancha Estates Phase I

*This Corrected Fourth Amendment is being filed in correction of but not in lieu of that certain Fourth Amendment filed on August 25, 2014, as Instrument No. 1417096 in order to correct certain erroneous recording information on the first page of the previously filed Fourth Amendment.

**CORRECTED FOURTH AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS FOR
LA MANCHA ESTATES PHASE I**

THIS FOURTH AMENDMENT to the Declaration of Protective Covenants for La Mancha Estates Phase I is made by **Cruces Equity Partners, LP**, a Texas limited partnership, **Paul Prange and Marilyn Brule**, Trustees of the Prange and Brule Trust dated November 17, 1998, **Paul J. and Marchell M. Pompeo**, husband and wife, **Cinco, LLC**, a New Mexico limited liability company, **Richard J. And Julie A. Trujillo**, husband and wife, and **Donald C. Pabst and Judith A. Pabst**, Trustees of the **Donald C. Pabst and Judith A. Pabst Family Trust** dated December 1, 2010, (collectively referred to herein as "The Majority Owners").

THAT, WHEREAS, the Declaration of Protective Covenants for La Mancha Estates Phase I was filed on November 22, 2004 in the records of the County Clerk, Dona Ana County, New Mexico in Book 566, Pages 762-771, Reception No. 37943, which Declaration covers all of the lots within La Mancha Estates Phase I as shown and designated on the plat of said subdivision filed on November 15, 2004 in the records of the County Clerk, Dona Ana County, New Mexico as Plat No. 4047 in Plat Book 21, Pages 30-34, Reception No. 37056, with a portion of the lots shown and designated on said plat of La Mancha Estates Phase I having been subsequently re-platted in the manner shown on La Mancha Estates Phase I & Iia (Replat No. 1) Correction Plat filed on January 8, 2007 in the records of the County Clerk, Dona Ana County, New Mexico as Plat No. 4573 in Plat Book 22, Pages 96-100, Reception No. 716; and

WHEREAS, the above Declaration of Protective Covenants for La Mancha Estates Phase I was amended by the "First Amendment to Declaration of Protective Covenants for La Mancha Estates Phase I" (the "First Amendment") which was filed on April 7, 2005 in the records of the County Clerk, Dona Ana County, New Mexico in Book 599, pages 1521-1525, Reception No. 0510833; and

WHEREAS, the Declaration of Protective Covenants for La Mancha Estates Phase I was further amended by "Second Amendment to Declaration of Protective Covenants for La Mancha Estates Phase I" (the "Second Amendment") which was filed on March 30, 2006 in the records of the County Clerk, Dona Ana County, New Mexico in Book 697, Pages 1504-1505, Reception No. 010970; and

WHEREAS, the Declaration of Protective Covenants for La Mancha Estates Phase I was further amended by "Third Amendment to Declaration of Protective Covenants for La Mancha Estates Phase I" (the "Third Amendment") which was filed on October 16, 2009 in the records of the County Clerk, Dona Ana County, New Mexico as Instrument No. 0928766, and which Third Amendment was re-recorded on October 29, 2009 in the records of the County Clerk, Dona Ana County, New Mexico as Instrument No. 0929846; and

WHEREAS, pursuant to Section 16(b) of the Declaration of Protective Covenants for La



COUNTY OF DONA ANA)
STATE OF NEW MEXICO) ss

DECLARATION OF COVENANTS
PAGES: 7

I Hereby Certify That This Instrument Was Filed for
Record On SEP 3, 2014 04:12:17 PM
And Was Duly Recorded as Instrument # 1417841
Of The Records Of Dona Ana County



Witness My Hand And Seal Of Office,
Lynn J. Ellins, County Clerk, Dona Ana, NM

Deputy Rafael Garcia

Mancha Estates Phase I, the Declaration may be modified, changed, altered or revoked at any time after November 22, 2006 by an instrument duly signed, acknowledged and recorded by a majority of the then Owners (each Lot shall be entitled to one vote); and

WHEREAS, the Majority Owners named above are the owners of a majority of the lots within La Mancha Estates Phase I; and

WHEREAS, the Majority Owners desire to further amend the Declaration of Protective Covenants for La Mancha Estates Phase I; and

NOW, THEREFORE, the Majority Owners hereby amend the Declaration of Protective Covenants for La Mancha Estates Phase I by adding the following paragraphs (h) and (I) to Section 5 of said Declaration:

(h) Notwithstanding anything to the contrary in this Declaration and any amendments thereto, the use of Lot 86, Block C, La Mancha Estates Phase I for commercial cultivation of pecan trees and the commercial harvesting of pecans shall be and hereby is allowed.

(I) Notwithstanding anything to the contrary in this Declaration and any amendments thereto, the use of Lots 1A and Lot 2, Block A, La Mancha Estates Phase I, Lot 1, Block B, La Mancha Estates Phase I, and Lots 2, 3, 4 and Tract A, Block B, La Mancha Estates Phase I and IIa (Replat No. 1) Correction Plat, for a commercial vineyard shall be and hereby is allowed.

In all other respects, the Declaration of Protective Covenants for La Mancha Estates Phase I, and the previous amendments thereto, are confirmed.

CRUCES EQUITY PARTNERS, LP

By: 

Randy K. McMillan, Manager of
Cruces Equity GP, LLC, a Texas
Limited Liability Company,
General Partner of Cruces Equity
Partners, LP

By: 

Greg McPhie, Manager of
Cruces Equity GP, LLC, a Texas
Limited Liability Company,

General Partner of Cruces Equity Partners LP

Cruces Equity Partners, LP is the owner of the following described lots located in La Mancha Estates Phase I:

Lots 2, 3, 6, 7, 8, 21, 52, 54, 55, 61, 86 and 93, Block C, and Lot 5, Block D, La Mancha Estates Phase I Final Plat

Lots 1, 2, 3, 4, and Tract A, all in Block B, and Lots 1, 4, 5, 22, 23A, 25, 38, 39, 40A and 44, all in Block C, La Mancha Estates Phase I & IIa (Replat No. 1) Correction Plat

CINCO-LLC
By: [Signature]
Mid Ray Clark, Manager
(Lot 1B, Block A, La Mancha Estates Phase I)

[Signature]
Paul Prange, Trustee of the Prange and Brule Trust dated November 17, 1998
(Lot 57, Block C, La Mancha Estates Phase I)

[Signature]
Paul J. Pompeo
(Lot 6, Block D, La Mancha Estates Phase I and IIa (Replat No. 1) Correction Plat)

[Signature]
Marilyn Brule, Trustee of the Prange and Brule Trust dated November 17, 1998
(Lot 57, Block C, La Mancha Estates Phase I)

[Signature]
Marchell M. Pompeo
(Lot 6, Block D, La Mancha Estates Phase I and IIa (Replat No. 1) Correction Plat)

[Signature]
Richard J. Trujillo, Trustee of the Richard J. Trujillo and Judith A. Trujillo Family Trust dated December 1, 2010
(Lots 84, 85 and 94, La Mancha Estates Phase I)

[Signature]
Julie A. Trujillo
(Lots 84, 85 and 95, La Mancha Estates Phase I)

[Signature]
Donald C. Pabst, Trustee of the Donald C. Pabst and Judith A. Pabst Family Trust dated December 1, 2010
(Lot 2, Block A, and Lot 100, Block C, La Mancha Estates Phase I)

[Signature]
Judith A. Pabst, Trustee of the Donald C. Pabst and Judith A. Pabst Family Trust dated December 1, 2010
(Lot 2, Block A, and Lot 100, Block C, La Mancha Estates Phase I)

STATE OF NEW MEXICO)
)
) ss.
)
County of Dona Ana)

This instrument was acknowledged before me this 11th day of July, 2014 by Randy K. McMillan capacity as a Manager of Cruces Equity GP, LLC, a Texas limited Liability Company, General Partner of Cruces Equity Partners, LP.



Notary Public


My commission expires:
8-23-17

_____)
)
) ss.
)
_____)

This instrument was acknowledged before me this 7 day of August, 2014 by Greg McPhie in his capacity as a Manager of Cruces Equity GP, LLC, a Texas limited Liability Company, General Partner of Cruces Equity Partners, LP.

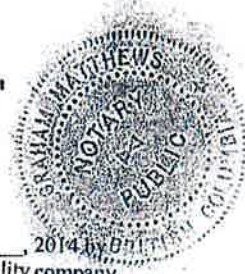


Notary Public

Graham B. Matthews*
Senator and Scholar
McMillan LP
1600 - 1055 West Georgia Street
PO Box 11117
Vancouver, BC V8E 4N7
1 604.685.9111
1 604.685.7084
*Law Corporation

My commission expires:
non-expiring

STATE OF NEW MEXICO)
)
) ss.
)
County of Dona Ana)



This instrument was acknowledged before me this 5th day of July, 2014 by Mid Ray Clark in his capacity as Manager of Cinco, LLC, a New Mexico limited liability company.



Notary Public

My commission expires:
8-23-17



STATE OF NEW MEXICO)
)
 ss.
County of Dona Ana)

This instrument was acknowledged before me this 1st day of July, 2014 by Paul Prange in his capacity as Trustee of the Prange and Brule Trust dated November 17, 1998.

My commission expires:
8-23-17

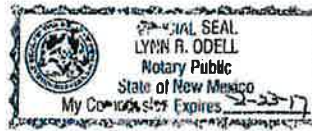


STATE OF NEW MEXICO)
)
 ss.
County of Dona Ana)

This instrument was acknowledged before me this 11th day of July, 2014 by Marilyn Brule, in her capacity as Trustee of the Prange and Brule Trust dated November 17, 1998.

My commission expires:
8-23-17

[Signature]
Notary Public



STATE OF NEW MEXICO)
)
 ss.
County of Dona Ana)

This instrument was acknowledged before me this 23rd day of July, 2014 by Paul J. Pompeo.

My commission expires:
8-23-17

[Signature]
Notary Public



STATE OF NEW MEXICO)
)
County of Dona Ana)
)

This instrument was acknowledged before me this 23rd day of July, 2014 by
Marchell M. Pompeo.

My commission expires:
8-23-17

Lynn R. Odell

Notary Public



STATE OF NEW MEXICO)
)
County of Dona Ana)
)

This instrument was acknowledged before me this 25th day of July, 2014 by
Richard J. Trujillo.

My commission expires:
8-23-17

Lynn R. Odell

Notary Public



STATE OF NEW MEXICO)
)
County of Dona Ana)
)

This instrument was acknowledged before me this 25th day of July, 2014 by
Julie A. Trujillo.

My commission expires:
8-23-17

Lynn R. Odell

Notary Public



STATE OF NEW MEXICO)
)
 ss.
 County of Dona Ana)

This instrument was acknowledged before me this 11th day of July, 2014 by Donald C. Pabst in his capacity as Trustee of the Donald C. Pabst and Judith A. Pabst Family Trust dated December 1, 2010.

Lynn R. Odell

Notary Public

My commission expires:
2-23-17



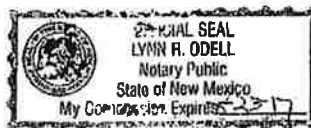
STATE OF NEW MEXICO)
)
 ss.
 County of Dona Ana)

This instrument was acknowledged before me this 11th day of July, 2014 by Judith A. Pabst in her capacity as Trustee of the Donald C. Pabst and Judith A. Pabst Family Trust dated December 1, 2010.

Lynn R. Odell

Notary Public

My commission expires:
2-23-17



**DECLARATION OF PROTECTIVE COVENANTS
FOR
LA MANCHA ESTATES PHASE IIa**

LOGOS DEVELOPMENT, INC., a New Mexico corporation ("**Declarant**"), is the owner of all the following described real estate in the County of Doña Ana, State of New Mexico:

Lots 50, 62, 63, 65, 67, 68, 69, 70, 71, 72, 74, 75, 76, 77 and 78 in Block C of La Mancha Estates Phase IIa, as shown and designated on the plat (the "**Plat**") of said subdivision that was recorded in the office of the County Clerk of Doña Ana County, New Mexico on December 15, 2005 (reception number 0543458), as Plat No. 4283, in Plat Book 21 at pages 452-454, and Lots 26, 27, 28, 29, 30, 33, 34, 35, 36, 46 and 47 in Block C of La Mancha Estates Phase IIa as shown and designated on the replat of said subdivision that was recorded in the office of the County Clerk of Doña Ana County, New Mexico on February 24, 2006 (reception number 066593), as Plat No. 4328, in Plat Book 21 at pages 537-540 (said lots are sometimes referred to in this Declaration collectively as the "**Logos Lots**").

JAMES G. ACOSTA, JR. and DIANE L. ACOSTA, husband and wife, are the owners of Lot 64 in Block C of La Mancha Estates Phase IIa, as shown and designated on the Plat (the "**Acostas' Lot**").

ROBERT S. AULTMAN and GRETCHEN L. AULTMAN, husband and wife, are the owners of Lot 66 in Block C of La Mancha Estates Phase IIa, as shown and designated on the Plat (the "**Aultmans' Lot**").

RICHARD A. GONZALES and ALMA C. GONZALES, husband and wife, are the owners of Lot 73 in Block C of La Mancha Estates Phase IIa, as shown and designated on the Plat (the "**Gonzales' Lot**"). The Logos Lots, the Acostas' Lot, the Aultmans' Lot and the Gonzales' Lot are sometimes referred to in this Declaration individually as a "**Lot**" and collectively as the "**Lots**" or the "**Subdivision**."

Declarant has established a general plan for the improvement and development of the Subdivision and desires to impose certain Protective Covenants and Restrictions on the Subdivision in accordance with that plan:

1. **Term.** The Subdivision is hereby made subject to this Declaration, which shall run with the land and shall be binding upon all persons owning the Lots or claiming under them until January 1, 2035, after which time this Declaration shall be extended automatically for successive

periods of ten (10) years unless an instrument signed by the then Owners of a majority of the Lots has been recorded, agreeing to change, alter, amend or remove this Declaration in whole or in part.

2. **Enforcement.** If any Owner of a Lot shall violate any provision of this Declaration, it shall be lawful for any other Owner of a Lot or Declarant to maintain an action at law or in equity against the person or persons violating any provision of this Declaration, and either to prevent such person or persons from doing so, or to recover damages for such violation, or both, or require removal of the offending structure or improvement.

3. **Purpose.** The purpose of this Declaration is to insure the use of the Lots for attractive residential purposes only; to prevent nuisances; to prevent any impairment of the attractiveness of the Subdivision; to maintain the desired tone of the Subdivision and thereby to secure for each Owner the full benefit and enjoyment of such Owner's Lot, with no greater restriction on free and undisturbed use of such Lot than is necessary to insure the same advantage to the other Owners; and to allow only that use which is consistent with this Declaration. A deed of a Lot may contain this Declaration, by reference to this Declaration, but whether or not such reference is made in such deed, each and all of the provisions of this Declaration shall be binding upon the grantee and its heirs, successors and assigns.

4. **Applicability.** The conditions and restrictions imposed by this Declaration shall apply to all of the Lots, unless variations or variances therefrom are granted by the Design Review Committee as provided herein.

5. **Land Use and Building Types.**

(a) All Lots are declared to be residential lots, and no Lot shall be used for other than residential purposes. There shall not be allowed on any Lot any structure that allows more than one (1) family to reside therein or thereon. No trailer, tent, shack, barn, or similar temporary building may be maintained on any Lot for the long-term habitation of persons therein.

(b) No residence shall be erected, altered, placed or permitted to remain on any Lot with fully enclosed living/heated area of less than 1,900 square feet, exclusive of garages and porches. Mobile homes are specifically excluded and prohibited. Pre-fabricated and manufactured housing are specifically excluded and prohibited. No carports shall be permitted. Each Lot with a residence shall have a minimum of a two-car garage.

(c) The approved Grading Plan for the Subdivision shall be referred to in determining the location of a residence on a particular Lot.

(d) All buildings constructed in the Subdivision shall be in conformance with the development standards of each governmental entity or body having jurisdiction over the



Subdivision, as developed and enforced by the same, and said standards are incorporated herein by reference. All structures shall be constructed of frame and stucco, adobe and stucco, rammed earth and stucco, or other such surface and material as may be authorized by the Design Review Committee. Garages and permitted accessory buildings shall conform in material and design to the dwelling to which they pertain. No storage building that is not an Improvement (because it is not permanently affixed to a Lot) shall be allowed on any Lot unless fully shielded and screened from view from any street and any other Lot, either abutting or otherwise. Only earth tone colors and white exterior surface materials shall be used for any residence, accessory structure, wall or fence. The types of architecture that shall be permitted within the Subdivision are:

New Mexico Traditional
New Mexico Contemporary
California Mediterranean
Spanish Colonial/Mission
Las Cruces Traditional, Pueblo, Territorial

(e) The roof portion of the structure may be constructed with or without a pitched roof or combinations of pitch, hip and flat roof designs. Barrel tile-like materials shall be required as the finished surface material on any pitched or sloping roof on any portion of the structure that is sloping. The purpose is to produce a tile effect, a layer effect, and a longer lasting and more durable roof. Any roof-mounted equipment shall be screened and hidden from view from the line of sight from any public place, or street, or adjoining Lot, as determined by the Design Review Committee.

(f) The Grading Plan showing finished elevations of areas to be graded, paved areas, building sites, retention or detention areas, retaining walls and other structures has been approved by the County of Doña Ana. No grading, land filling, excavating, or other alteration will be done except pursuant to the approved Plan or revision approved by the each governmental entity or body having jurisdiction over the Subdivision and by the Design Review Committee.

(g) Single-story structures are encouraged. Two-story structures may not be constructed or maintained on any Lot without the prior written consent of the Design Review Committee which shall not be unreasonably withheld. It shall be reasonable for the Committee to withhold its consent to the construction or maintenance of a two-story structure on a Lot if it will obstruct the view from any adjoining property, including property outside of the Subdivision. Maximum number of stories of any dwelling located within the Subdivision shall be two stories.

6. Approval of Plans.

(a) Architectural Approval. Complete plans and specifications for all "Improvements" (defined below), with exterior elevations and a site plan showing the location of the Improvements, all drawn to scale of 1"=20' or larger, shall be approved in writing prior to the commencement of any construction or development activities for such Improvements within the Subdivision. Two sets of the plans and specifications and the following described documents that are applicable to the type of Improvements proposed to be made shall be submitted, one to be retained by the Design Review Committee and one to be returned to the Owner of the Lot:

(1) Site Plan. Indicate proposed building footprint, set backs, property boundaries and easements, utility locations, areas of cut and fill, drainage, driveways, sidewalks, decks, and other proposed improvements. Drawn at 1" = 20' or larger;

(2) Floor Plan.

(3) Elevations. Indicate the exterior appearance of all views, labeled in accordance with the site plan. Height of chimneys as compared with the ridge of the roof. Natural and finished grades for all elevations of all views. Describe all proposed exterior materials, color and finishes (walls, roofs, trim, chimney, windows, doors, etc.

(4) Building Section.

(5) Landscape Plan. A plan for front landscaping should be included with the site plan drawing. Include plant materials with size and condition, rock outcroppings, decks or patios, service yards, driveways, all existing trees, proposed fences or walls with detailed description of the construction, exterior lighting locations and coverage areas.

(b) "Improvements" shall mean, collectively, the following items and activities within the Subdivision:

(1) staking, clearing, landscaping, excavation, grading or other site work;

(2) buildings, including storage and accessory buildings, structures and other improvements of any kind;

(3) exterior additions, changes or alterations of any nature to the Lots, buildings or other existing improvements, including, without limitation, changes in color, changes or additions to driveway or walkway surfaces and landscaping modifications.

(c) **Construction.** No Owner or any other person or entity shall commence, erect or maintain any Improvements within the Subdivision until complete plans and specifications for such Improvements have been approved, in writing, by the Design Review Committee. To the extent that Declarant has entered into any written agreement with the Owner of a Lot or others regarding architectural review, approval or control for the construction of initial Improvements, the provisions of such agreement shall control and supercede any conflicting provisions of this Declaration. The Design Review Committee may, in its sole discretion, disapprove any plans and specifications, in whole or in part, and approval of any plan or specification does not constitute a waiver of the right to disapprove the same or similar plans and specifications subsequently submitted.

(d) **Criteria.** The criteria used in determining whether or not to approve any proposed Improvement include, but are not limited to, the harmony of external design with existing or proposed structures, exterior surfacing materials and colors, and the dwelling location with respect to topography and finish grade elevation. The Design Review Committee, may, but shall not be required to, establish design guidelines to provide guidance to Owners regarding matters deemed to be of relevance or importance to the Design Review Committee in considering applications for design approval. The design guidelines shall not be the exclusive basis for decisions hereunder and compliance with the design guidelines shall not guarantee approval of an application. The design guidelines may contain general provisions applicable to all of the Subdivision, as well as specific provisions which vary from one portion of the Subdivision to another, depending upon the location, type of construction or use, and unique characteristics of the property.

(e) **Procedure.** All requests for approval shall be in writing and personally delivered to a member of the Design Review Committee, or a Design Review Committee-designated representative. There shall be no fee for the review. If no Design Review Committee exists, or if the Design Review Committee shall fail to approve or disapprove the plans and specifications within thirty (30) days after submission of the information required hereby, then such approval shall be deemed to have been received as to the matters set out in this Section 6, provided that no building or other structure shall be erected which violates any of the remaining covenants herein contained.

(f) **Grading.** After building pads are located with respect to topography, and finish grade elevation has been approved and permitted by each governmental entity or body having jurisdiction over the Subdivision and the finish grade of the Lot has been completed, such finish grade shall not be altered, changed or disturbed, except with the prior written consent of each such entity.

(g) **Covenants.** Each Owner of a Lot shall be deemed to covenant and agree that (a) neither initial construction of Improvements nor any exterior addition, change or alteration to existing Improvements shall be commenced within the Owner's Lot until approval for such construction, addition, change or alteration is approved in accordance with this Declaration, and (b) as the developer and initial owner of the Subdivision, Declarant has a significant and substantial interest in ensuring that all Improvements are consistent with the Subdivision plan and that the Improvements

do not have an adverse impact upon Declarant's ongoing ability to market, sell, and/or lease all or any portion of the Subdivision. Accordingly, in its exercise of the rights and powers of the Design Review Committee under this Declaration, Declarant shall have the right to approve or disapprove any plans and specifications for Improvements in Declarant's sole discretion, and all Owners acknowledge that in reviewing and acting upon any such plans and specifications, Declarant shall be acting in its own interest and shall owe no duty whatsoever to any other individual or entity, including, without limitation, the Owners.

7. **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood. Such typical neighborhood annoyances and nuisances not allowed include, but are not limited to, (a) long-term parking of a recreational vehicle, boat, motor home, trailer, or camper on any street in the Subdivision or on any part of any Lot, unless it is inside a garage or enclosure which occludes it from visual observation of neighbors and passersby; (b) ham radio towers and antennae; (c) storage of salvage materials or any other tangible property not directly essential to the use of the Improvements on the Lot; (d) inadequate maintenance of landscaping; and (e) long-term parking of an inoperative vehicle or any vehicle in poor condition. No signs or other advertising shall be displayed on any Lot unless the size, form and number of same are first approved in writing by the Design Review Committee and the same are in compliance with the applicable ordinance of each governmental entity or body having jurisdiction over the Subdivision. Provided, however, that any Owner may, without such prior approval, erect one (1) sign of not more than three (3) feet by five (5) feet advertising the property for sale or rent, either before, during or after the construction period. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept within or on any Lot, providing that they are not kept, bred or maintained for any commercial purpose. When allowed to be kept, all pets must be kept within a fenced or bounded area upon the Owner's Lot and must be on a leash accompanied by the Owner or within the direct control of a responsible person when outside the fenced or bounded area. Each Owner of a Lot is hereby placed on notice that the protective covenants for the other phases of La Mancha Estates may permit the owner of certain larger lots in one or more of such other phases to maintain horses and 4-H animals on those lots. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any Lot, except in sanitary containers, screened from view from all streets and other Lots. Refuse placed on the curb or sidewalk for pickup shall not be placed in open view more than twenty-four (24) hours before the scheduled pickup time. Television reception dishes or large antennae taller than 3 feet must be approved by the Design Review Committee and will not be allowed unless properly screened from view and not an imposition to adjoining or nearby property owners. Each Lot shall be kept neat and clean at all times and free of any and all weeds and debris.

8. **Walls and Fences.** The Owners of the Lots are not required to build a fence around any part of the Lots. Except as provided in the next sentence, no fence may be erected or maintained on any Lot unless it is constructed solely of rock or stone and mortar in conformance with what is commonly known as "Las Cruces Rock Wall" standards, materials and styles and using only golden/tan/reddish

rock, not gray rock. Decorative wrought iron and wood may be used for fence accents and gates, subject to Design Review Committee approval. No fence may be erected or maintained on any Lot that is more than seventy-two inches (72") above grade. No part of a fence on a Lot shall be less than twenty-five feet (25') from the front property line of such Lot. The construction of all fences must be approved by the Design Review Committee in accordance with Section 6 of this Declaration. The provisions of this paragraph do not apply to courtyard walls, which may be constructed of the same or compatible material used in the dwelling construction, subject to approval of the Design Review Committee. While the Owners of the Lots are not required to build party fences (walls) with their respective neighbors, they are encouraged to do so and to share the cost thereof.

9. Landscaping. Each Owner shall plant a minimum of ten (10) plants in the ground in the front yard of such Owner's Lot no later than the issuance of a certificate of occupancy for the first dwelling constructed on such Lot. At least one (1) of such plants must be a tree with a minimum trunk diameter of 2", at least five (5) of such plants must each be at least a five-gallon shrub or tree, and each of the remainder of such plants must be at least a one-gallon shrub or tree. The Owner of a Lot shall maintain such plants in good condition and shall promptly replace any such plant that has been removed or died or been substantially damaged by disease, pests or another cause. Ground cover of some type of plant or decorative rock is mandatory and impervious plastic under ground cover is prohibited. The Committee has the authority to make the determination that a certain application of ground cover is or is not adequate.

10. Easements.

(a) Easements for installation and maintenance of utilities and other uses are reserved and are hereby expressly acknowledged and granted as shown on the recorded plat. Upon the described easements, no permanent structure, ground cover, planting or other material shall be placed or permitted to remain, except as may be authorized in writing by the Committee. The easement area of each Lot and all improvements thereon shall be maintained by the Owner of such Lot, except those improvements for which the easement owner may be responsible, as determined by the Committee. Access without trespass shall be provided for maintenance personnel for the installation, upkeep, repair, removal and replacement of facilities contained within the easements.

(b) The Owner of each Lot shall also be responsible for maintaining the strip of land between his property line and the back of the curb on the near side of any street adjacent to or in front of the Owner's lot line.

(c) All Lots must conform to the requirements as shown on the recorded plat and to the drainage and ponding requirements of each governmental entity or body having jurisdiction over the Subdivision.

(d) Sale of any Lot shall include all rights of Declarant in and to the street, road or highway adjoining the same, subject to the rights of all others to use the same as public or private thoroughfares. Declarant reserves the right to dedicate to the public all streets within or abutting the Subdivision without the consent of any Owner.

(e) All public and private rights-of-way, including streets and roads dedicated to a governmental entity or body shall also be considered utility easements.

11. Completion of Construction. The construction of all Improvements shall proceed and be completed in accordance with the plans and specifications approved by the Design Review Committee. For all purposes such construction shall be undertaken with diligence continuously from time of commencement until fully completed, and no building shall be occupied for dwelling purposes until construction has been completed and a certificate of occupancy issued by the governmental entity or body having jurisdiction over the Subdivision. Permissible accessory buildings may not be constructed prior to the construction of the main residential structure. Once construction commences, whether of the new structure or any subsequent additions, alterations or modifications, such construction shall be completed within six (6) months.

12. Oil and Mineral Operations. No oil drilling, oil development operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

13. Design Review Committee. There is hereby established the Design Review Committee, referred to herein sometimes as "Committee." The Committee shall be composed initially of Declarant, or its designee. All design review rights of Declarant may be exercised on behalf of Declarant by such members, officers, directors, employees, agents, representatives, or other designees of Declarant as Declarant may designate from time to time. In the event of the death or resignation of any member(s) of the Committee, the remaining members, whether or not constituting a majority, shall have full authority to designate a successor to fill such vacancy. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed in connection with their activities as members or representatives of the Committee. Upon completion of construction of a house on each Lot, or ten (10) years from the date of recordation hereof, whichever occurs first, Declarant shall be deemed to have resigned without further notice. After such date, all privileges, powers, right and authority of the Committee shall be exercised by and be vested in a Committee to be selected by the Owners of a majority of the Lots.

14. Powers of the Committee. The Committee shall have the power to authorize, on a case by case basis, variances from the requirements herein contained, in cases where strict adherence to those requirements would operate to work a hardship on an Owner or Owners of one or more Lots, or where

the requirements can not be reasonably met due to the topography, location or shape of a particular Lot. The Committee's approval or disapproval as required in this Declaration must be in writing.

15. Limitation on Liability of the Committee. Members of the Committee or their representatives shall not incur any liability of whatever nature to any person or entity, their assigns, purchasers or personal representatives submitting plans or specifications as hereinbefore provided for, or to any Owner of a Lot or Lots, by reason of a mistake in judgment or discretion, of nonfeasance, or negligence arising out of or in connection with the approval, disapproval or the failure to approve any plans or specifications submitted.

16. General Provisions.

(a) **Variance.** Variances for any distance and height requirements imposed by this Declaration or any other dispensation to an Owner of a Lot may only be granted as applicable by the governmental entity or body having jurisdiction over the Subdivision, Declarant, or the Committee, only after all Lots have been conveyed to persons other than Declarant or person related to Declarant.

(b) **Amendments.** This Declaration may be modified, changed, altered or revoked by Declarant at any time within two (2) years after this Declaration is recorded in the office of the County Clerk of Doña Ana County, New Mexico, by an instrument that is duly recorded with the County Clerk of Doña Ana County, New Mexico. This Declaration may be modified, changed, altered or revoked at any time thereafter by an instrument duly signed, acknowledged and recorded by a majority of the then Owners (each Lot shall be entitled to one vote).

(c) **Severability.** If any clause, provision or term of this Declaration is declared illegal, invalid or unenforceable under applicable present or future laws, then the remainder of this Declaration shall not be affected and, in lieu of any such clause, provision, or term, there shall be added as a part thereof a substitute clause, provision or term as similar in substance to such illegal, invalid or unenforceable clause, provision or term as may be possible.

(d) **Enforcement.** In the event suit is brought or an attorney is retained by Declarant or any Owner of a Lot to enforce this Declaration or to collect money damages for a breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation, witness fees, and other related expenses incurred in conjunction therewith, as determined by the court and not a jury

(e) **Construction.** Words in any gender shall be deemed to include the other genders. The singular shall be deemed to include the plural and vice versa. The headings are for guidance only and shall have no significance in the interpretation of this Declaration. For purposes of this Declaration, the term "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to a Lot, including the purchaser under a recorded real estate contract

wherein the purchaser is entitled to possession, but excluding those having such interest merely as security for the payment or performance of an obligation, including the holder of an owner's interest in a recorded real estate contract wherein the purchaser is entitled to possession.

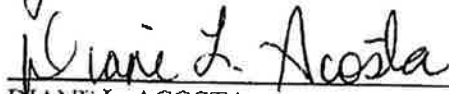
17. Miscellaneous Provisions.

(a) Each Owner of a Lot accepts the same subject to all restrictions, conditions, covenants, reservations, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights and benefits hereby granted, created, reserved or declared, and all obligations hereby imposed shall be covenants running with the land and shall bind any person having at any time any interest or estate in the land, and shall inure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

(b) Each Owner of a Lot is hereby placed on notice of the plans of Declarant, and affiliated entities, to develop adjacent and nearby lands. Each Owner of a Lot hereby consents to such development and covenants not to oppose such development, provided such development is not in violation of law. Each Owner of a Lot is hereby placed on further notice that Declarant, and/or affiliated entities, may submit a petition for the annexation of the Subdivision and adjacent and nearby lands by the City of Las Cruces or the Town of Mesilla. Each Owner of a Lot hereby consents to such petition and grants to Declarant an irrevocable power of attorney coupled with an interest for the purpose of consenting on such Owner's behalf to such annexation, and covenants not to oppose such annexation, provided such annexation is not in violation of law.

(c) Each Owner of a Lot is hereby placed on notice of the plans of Declarant, and affiliated entities, to obtain water and sewer service for the Subdivision from a municipal or private utility. In the event that water service for the Subdivision is obtained by Declarant, or an affiliated entity, from a municipal or private utility, each Owner of a Lot hereby covenants to pay the cost of connecting such Owner's Lot to that utility's water system in the Subdivision and to obtain all of the water necessary for the domestic use of such Owner's Lot from that utility. Each Owner that has a well on its Lot at the time that such water service is made available to its Lot may continue to maintain such well on its Lot for providing irrigation water to its Lot, provided that the law allows it to do so. In the event that sewer service for the Subdivision is obtained by Declarant, or an affiliated entity, from a municipal or private utility, each Owner of a Lot hereby covenants to pay the cost of connecting such Owner's Lot to that utility's sewer system in the Subdivision and to cease using any septic system for disposing of the sewage generated on that Lot.


JAMES G. ACOSTA, JR.



DIANE L. ACOSTA

STATE OF NEW MEXICO

COUNTY OF DOÑA ANA

This instrument was acknowledged before me March 30, 2006, by James G. Acosta, Jr.

(Seal)

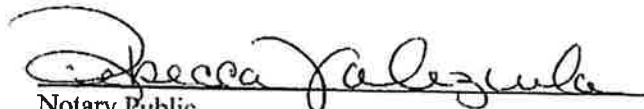

Notary Public
My commission expires: 7-18-2009

STATE OF NEW MEXICO

COUNTY OF DOÑA ANA


This instrument was acknowledged before me March 30, 2006, by Diane L. Acosta.

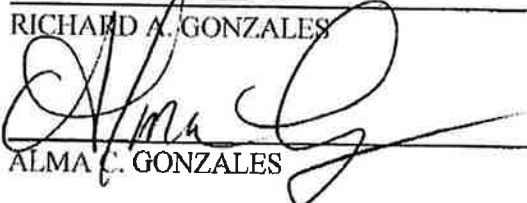
(Seal)


Notary Public
My commission expires: 7-18-2009

Declaration of Protective Covenants for
La Mancha Estates Phase IIa

@PFDesktop\ODMA\WORLD\OX\E\DOX\CLIENT\59316\136\00015302 WPD



RICHARD A. GONZALES



ALMA C. GONZALES

STATE OF NEW MEXICO

COUNTY OF DOÑA ANA

This instrument was acknowledged before me on March 31, 2006, by Richard A. Gonzales.

(Seal)




Notary Public
My commission expires: 7-18-2009

STATE OF NEW MEXICO

COUNTY OF DOÑA ANA

This instrument was acknowledged before me on March 31, 2006, by Alma C. Gonzales.

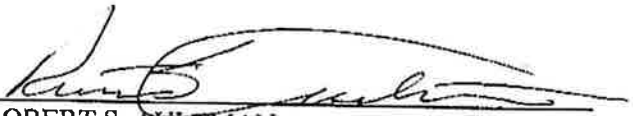
(Seal)



Notary Public
My commission expires: 7-18-2009

Declaration of Protective Covenants for
La Mancha Estates Phase IIa

@PFDesktop\ODMA\WORLD\DOX\E\DOX\CLIENT\59316\136\00015502 WPD



ROBERT S. AULTMAN

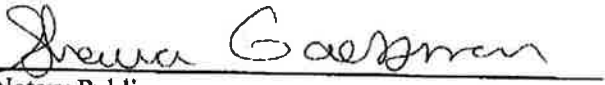

GRETCHEN L. AULTMAN

STATE OF COLORADO

COUNTY OF Denver

This instrument was acknowledged before me on April 5, 2006, by Robert S. Aultman.

(Seal) 

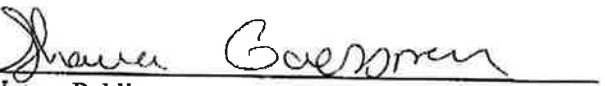

Notary Public
My commission expires: 7-22-08

STATE OF COLORADO

COUNTY OF Denver

This instrument was acknowledged before me on April 5, 2006, by Gretchen L. Aultman.

(Seal) 


Notary Public
My commission expires: 7-22-08

Declaration of Protective Covenants for
La Mancha Estates Phase IIa

@PFDesktop\ODMA\WORLD\DOX\E\DOX\CLIENT\59316\136\00015502.WPD

Effective: March 30, 2006.

LOGOS DEVELOPMENT, INC., a New Mexico corporation

By: [Signature]
Philippos T. Philippou, President

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

This instrument was acknowledged before me on ~~March~~ April 17, 2006, by Philippos T. Philippou as president of Logos Development, Inc., a New Mexico corporation.



[Signature]
Notary Public
My commission expires: 7-18-2009

State of New Mexico
County of Dona Ana, ss
RECEPTION NO. 13289
I hereby certify that this instrument was filed for recording and duly recorded on
APR 18 2006
at 11:33 o'clock A M
Book 703 Page 3-16
of the Records of said County.
[Signature]



Declaration of Protective Covenants for La Mancha Estates Phase IIa

**AMENDMENT
TO
DECLARATIONS OF PROTECTIVE COVENANTS
FOR
LA MANCHA ESTATES**

THIS AMENDMENT to the Declarations of Protective Covenants for La Mancha Estates is made by **CRUCES EQUITY PARTNERS, LLLP (“CEP”)**, a New Mexico limited liability limited partnership, and the other undersigned owners of lots in La Mancha Estates (who, with CEP, are collectively referred to herein as the **“Majority Owners”**).

WHEREAS, Logos Development, Inc. (**“Declarant”**) previously executed and recorded in the real property records in the office of the County Clerk of Doña Ana County, New Mexico (the **“County Clerk”**), on November 22, 2004 (reception number 0437943), in Book 566 at pages 762-771, that certain instrument entitled “Declaration of Protective Covenants for La Mancha Estates Phase I” (the **“Original Phase I Declaration”**), which imposed certain protective covenants and restrictions on the lots of La Mancha Estates Phase I (**“Phase I”**), as those lots are shown and designated on the plat of Phase I that was recorded in the real property records in the office of the County Clerk on November 15, 2004 (reception number 0437056), as Plat No. 4047, in Plat Book No. 21 at pages 30-34 (the **“Phase I Plat”**); and

WHEREAS, the Original Phase I Declaration was amended by that certain instrument entitled “First Amendment to Declaration of Protective Covenants for La Mancha Estates Phase I” (the **“First Amendment”**), which was recorded in the real property records in the office of the County Clerk on April 7, 2005 (reception number 0510833), in Book 488 at pages 1521-1525; and

WHEREAS, the Original Phase I Declaration was further amended by that certain instrument entitled “Second Amendment to Declaration of Protective Covenants for La Mancha Estates Phase I” (the **“Second Amendment”**), which was recorded in the real property records in the office of the County Clerk on March 30, 2006 (reception number 0610970), in Book 697 at pages 1504-1505; and

WHEREAS, the Original Phase I Declaration was further amended by that certain instrument entitled “Third Amendment to Declaration of Protective Covenants for La Mancha Estates Phase I” (the **“Third Amendment”**), which was recorded in the real property records in the office of the County Clerk on October 16, 2009, as instrument no. 0928766, and re-recorded, to correct the second page thereof, on October 29, 2009, as instrument no. 0929846; and

WHEREAS, the Original Phase I Declaration was further amended by that certain instrument entitled “Fourth Amendment to the Declaration of Protective Covenants for La Mancha Estates Phase I”, which was recorded in the real property records in the office of the County Clerk on August 25, 2014, as instrument no. 1417096, and the first page of which was corrected by that

certain instrument entitled “Corrected Fourth Amendment to Declaration of Protective Covenants for La Mancha Estates Phase I”, which was recorded in the real property records in the office of the County Clerk on September 3, 2014, as instrument no. 1417841 (the Original Phase I Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the above-described fourth amendment, is hereinafter referred to as the “**Phase I Declaration**”); and

WHEREAS, pursuant to Section 16(b) of the Original Phase I Declaration, the Phase I Declaration may be modified, changed, altered or revoked at any time after November 22, 2006, by an instrument that is duly signed, acknowledged and recorded in the office of the County Clerk by the Owners (as defined in the Phase I Declaration) of a majority of the Lots (as defined in the Phase I Declaration); and

WHEREAS, Declarant previously executed and recorded in the real property records in the office of the County Clerk on April 18, 2006 (reception number 13289), in Book 703 at pages 3-16, that certain instrument entitled “Declaration of Protective Covenants for La Mancha Estates Phase IIa” (the “**Original Phase IIa Declaration**”), which imposed certain protective covenants and restrictions on the lots of La Mancha Estates Phase IIa (“**Phase IIa**”), as those lots are shown and designated on the plat of Phase IIa that was recorded in the real property records in the office of the County Clerk on December 15, 2005 (reception number 0543458), as Plat No. 4283, in Plat Book No. 21 at pages 452-454 (the “**Phase IIa Plat**”) (Phase I and Phase IIa are collectively referred to herein as “**La Mancha Estates**”); and

WHEREAS, the Original Phase IIa Declaration was amended by that certain instrument entitled “First Amendment to the Declaration of Protective Covenants for La Mancha Estates Phase IIa”, which was recorded in the real property records in the office of the County Clerk on August 25, 2014, as instrument no. 1417097, and the first page of which was corrected by that certain instrument entitled “Corrected First Amendment to the Declaration of Protective Covenants for La Mancha Estates Phase IIa”, which was recorded in the real property records in the office of the County Clerk on September 3, 2014, as instrument no. 1417842 (the Original Phase IIa Declaration, as amended by that first amendment, is hereinafter referred to as the “**Phase IIa Declaration**”); and

WHEREAS, pursuant to Section 16(b) of the Original Phase IIa Declaration, the Phase IIa Declaration may be modified, changed, altered or revoked at any time after April 18, 2008, by an instrument that is duly signed, acknowledged and recorded in the office of the County Clerk by the Owners (as defined in the Phase IIa Declaration) of a majority of the Lots (as defined in the Phase IIa Declaration); and

WHEREAS, the Majority Owners are the owners of a majority of the lots in Phase I and a majority of the lots in Phase IIa; and

WHEREAS, the Majority Owners desire to amend the Declarations.

NOW, THEREFORE, the Majority Owners hereby amend the Declarations (a) to provide specified exceptions to certain restrictions in the Declarations, (b) to eliminate the Design Review Committees, and (c) to make corresponding changes to the Declarations to address the elimination of those committees:

1. Cultivation and Harvesting of Crops on Permitted Lots. Notwithstanding anything to the contrary in the Declarations, Lots 2A, 2B, 3A, 3B, 4A, 4B and 40a in Block C and Tract 2 of La Mancha Estates, as those lots and that tract are shown and designated on Replat No. 2 (said lots are sometimes referred to herein individually as a “**Permitted Lot**” and collectively as the “**Permitted Lots**”), may be used for the cultivation and harvesting of crops, but pecan trees and onions are specifically excluded on any Permitted Lot other than Tract 2.

The plants grown on a Permitted Lot shall be grown as organically as possible. No tree on a Permitted Lot shall be allowed to exceed 20 feet in height. A Permitted Lot shall not be plowed if the wind speed is more than 20 miles per hour. The Owners (unless otherwise defined herein, each capitalized term used herein shall have the meaning given to such term in the Phase I Declaration) of the Permitted Lots shall exercise good weed and pest control practices on those lots. The Owners of the Permitted Lots shall use their best efforts to control weeds and pests as organically as possible. Neither the Permitted Lots nor the plants grown on those lots may be sprayed from an airplane.

The Owner of a Permitted Lot shall keep the ditches on that lot as clean as is reasonably possible. The Owner of a Permitted Lot shall direct the operators of all vehicles used in the operation of a farm on that lot to only use Tres Sendas Road to enter and exit La Mancha Estates. An irrigation pump on a Permitted Lot shall not be operated before 7:00 am nor after 10:00 pm, unless it is necessary to do so at another time of the day, such as when surface water is being delivered to the Permitted Lot by the Elephant Butte Irrigation District.

2. Vineyards. Notwithstanding anything to the contrary in the Declarations, vineyards may be planted and maintained on each of the lots in La Mancha Estates.

3. Pecan Trees. Notwithstanding anything to the contrary in the Declarations, pecan trees may be planted and maintained on each of Lots 93 and 94 in Block C of La Mancha Estates, as those lots are shown and designated on the Phase I Plat.

4. Sheep. Notwithstanding anything to the contrary in the Declarations, sheep may be allowed to graze on each of the lots in La Mancha Estates, provided that they are only allowed to graze (a) between sunrise and sunset on any day, except on Lot 1A in Block B of La Mancha Estates, as that lot is shown and designated on Replat No. 2, (b) within fenced areas of the lot, and (c) for the purpose of controlling weeds on the lot.

5. Chickens. Notwithstanding anything to the contrary in the Declarations, if allowed by applicable zoning, chickens may be kept on each of the lots in La Mancha Estates, but

(a) no more than six (6) chickens may be kept on the lot at any time, (b) a rooster may not be kept on the lot, and (c) all of the chickens on the lot must be kept within a fenced or bounded area on the lot that is not in the front, side or street-side yard setbacks and that is no closer than 35 feet to an adjacent dwelling, other than a dwelling on the lot.

6. Ducks and Geese. Notwithstanding anything to the contrary in the Declarations, ducks and geese may be allowed on (a) Lot 1A in Block A of La Mancha Estates (“**Lot 1A in Block A**”), as that lot is shown and designated on the “La Mancha Estates Phase 1, Replat No. 1” that was recorded in the real property records in the office of the County Clerk on February 9, 2012 (reception no. 1203603), as Plat No. 5109, in Plat Book No. 23 at pages 277-278, (b) Lot 2 in Block A of La Mancha Estates (“**Lot 2 in Block A**”), as that lot is shown and designated on the Phase I Plat, (c) Lot 1A in Block B of La Mancha Estates, as that lot is shown and designated on Replat No. 2 (“**Lot 1A in Block B**”), (d) Lots 38 and 39 in Block C of La Mancha Estates, as those lots are shown and designated on the “La Mancha Estates Phase I & IIa (Replat No. 1) Correction Plat” that was recorded in the real property records in the office of the County Clerk on January 8, 2007 (reception no. 07716), as Plat No. 4573, in Plat Book No. 22 at pages 96-100, and (e) Lot 40a, provided that they are within fenced area of that lot and kept there for the purpose of controlling weeds and pests on that lot.

7. Dwellings on Lot 40a. Notwithstanding anything to the contrary in the Declarations, as many as three (3) dwellings may be constructed and maintained on Lot 40a in Block C of La Mancha Estates (“**Lot 40a**”), as that lot is shown and designated on Replat No. 2. However, no dwelling may be constructed or maintained on that lot that is less than 300 feet from Sandy Beach Road.

8. Guest Dwelling. Notwithstanding anything to the contrary in the Declarations, if allowed by applicable zoning, one (1) accessory building, attached or detached, that contains a dwelling for guests may be constructed and maintained on each lot in La Mancha Estates, but such building may not be rented separately from the primary dwelling on the lot.

9. Domestic Wells. Notwithstanding anything to the contrary in the Declarations, if allowed by applicable law, a domestic well may be drilled and maintained on each lot in La Mancha Estates as long as the only pump that is used with that well is an electric, submersible pump.

10. Tool Sheds. Notwithstanding anything to the contrary in the Declarations, a tool shed that is not an Improvement may be maintained on (a) Lot 1A in Block A, (b) Lot 2 in Block A, (c) Lot 1A in Block B, and (d) Lot 40a, without having to be shielded or screened from view from any street or any other lot in La Mancha Estates.

11. Elimination of Design Review Committees. Notwithstanding anything to the contrary in the Declarations, there shall not be a Design Review Committee for either Phase I or Phase IIa. The following amendments to the Declarations are hereby made to address the elimination of the Design Review Committees:

(a) Subsection (e) of Section 5 (Land Use and Building Types) of each of the Declarations is hereby amended to read as follows:

“(e) The roof portion of the structure may be constructed with or without a pitched roof or combinations of pitch, hip and flat roof designs. Barrel tile-like materials shall be required as the finished surface material on any pitched or sloping roof on any portion of the structure that is sloping. The purpose is to produce a tile effect, a layer effect, and a longer lasting and more durable roof. Any roof-mounted equipment shall be screened and hidden from view from the line of sight from any public place, or street, or adjoining Lot.”

(b) Subsection (a) (Architectural Approval) of Section 6 (Approval of Plans) of each of the Declarations is hereby deleted.

(c) Subsection (c) (Construction) of Section 6 (Approval of Plans) of each of the Declarations is hereby amended to read as follows:

“(c) **Construction.** Neither the construction of any Improvement nor the exterior alteration of any Improvement shall be commenced on any Lot until complete plans and specifications for the Improvement or alteration thereof, as the case may be, have been certified, in writing, as complying with all of the requirements of this Declaration by an Approved Architect (defined below) chosen by the Owner. The Owner shall be solely responsible for paying the Approved Architect’s fee for that certification. Each of the following named architects (in alphabetical order), who currently practice architecture in the City of Las Cruces, New Mexico, shall be an ‘Approved Architect’ for purposes of this Declaration: (1) Ron Campbell (Campbell Architecture); (2) Richard Haas (Desert Peak Architects); (3) Steve Newby (Steve Newby Architects); (4) Ted E. Shelton, Jr. (ASA Architects); and (5) James D. Vorenberg (Vistas Unlimited). The Owner shall keep the certification in its possession and make it available for inspection and copying by any other Owner within 10 days of its request therefor. The Approved Architect who issued the certification is hereby authorized to provide a copy of the certification to any other Owner.”

(d) Subsections (d) (Criteria) and (e) (Procedure) of Section 6 (Approval of Plans) of each of the Declarations are hereby deleted.

(e) Subsection (g) (Covenants) of Section 6 (Approval of Plans) of each of the Declarations is hereby amended to read as follows:

“(g) **Covenants.** Each Owner of a Lot shall be deemed to covenant and agree that neither initial construction of Improvements nor any exterior alteration to existing Improvements shall be commenced within the

Owner's Lot until approval for such construction or alteration has been certified by an Approved Architect as complying with all of the requirements of this Declaration."

(f) Section 7 (Nuisances) of each of the Declarations is hereby amended to read as follows:

"7. **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood. Such typical neighborhood annoyances and nuisances not allowed include, but are not limited to, (a) long-term parking of a recreational vehicle, boat, motor home, trailer, or camper on any street in the Subdivision or on any part of any Lot, unless it is inside a garage or enclosure which occludes it from visual observation of neighbors and passersby; (b) ham radio towers and antennae; (c) storage of salvage materials or any other tangible property not directly essential to the use of the Improvements on the Lot; (d) inadequate maintenance of landscaping; and (e) long-term parking of an inoperative vehicle or any vehicle in poor condition. No signs or other advertising shall be displayed on any Lot, except that any Owner may erect one (1) sign of not more than three (3) feet by four (4) feet advertising the Lot for sale or rent. Except as provided in this instrument, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept within or on any Lot, providing that they are not kept, bred or maintained for any commercial purpose. When allowed to be kept, all pets must be kept within a fenced or bounded area upon the Owner's Lot and must be on a leash accompanied by the Owner or within the direct control of a responsible person when outside the fenced or bounded area. Each Owner of a Lot is hereby placed on notice that the protective covenants for the other phases of La Mancha Estates may permit the owner of certain larger lots in one or more of such other phases to maintain horses and 4-H animals on those lots. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any Lot, except in sanitary containers, screened from view from all streets and other Lots. Refuse placed on the curb or sidewalk for pickup shall not be placed in open view more than twenty-four (24) hours before the scheduled pickup time. Television reception dishes or large antennae taller than 3 feet will not be allowed unless properly screened from view of adjoining or nearby property owners. Each Lot shall be kept neat and clean at all times and free of any and all weeds and debris."

(g) Section 11 (Completion of Construction) of each of the Declarations is hereby amended to read as follows:

"11. **Completion of Construction.** The construction of all Improvements shall proceed and be completed in accordance with the plans and

specifications that have been certified by an Approved Architect as complying with all of the requirements of this Declaration. For all purposes such construction shall be undertaken with diligence continuously from time of commencement until fully completed, and no building shall be occupied for dwelling purposes until construction has been completed and a certificate of occupancy issued by the governmental entity or body having jurisdiction over the Subdivision. Permissible accessory buildings may not be constructed prior to the construction of the main residential structure. Once construction commences, whether of the new structure or any subsequent additions, alterations or modifications, such construction shall be completed within six (6) months.”

(h) Section 13 (Design Review Committee) of each of the Declarations is hereby deleted.

(i) Section 14 (Powers of the Committee) of each of the Declarations is hereby deleted.

(j) Section 15 (Limitation on Liability of the Committee) of each of the Declarations is hereby deleted.

In all other respects, the Declarations are confirmed.

This instrument may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This instrument will not be binding on any of the lots in La Mancha Estates or amend either of the Declarations until such time as counterparts of this instrument have been executed and acknowledged by the owners of a majority of the lots in Phase I and by the owners of a majority of the lots in Phase IIa and this instrument has been recorded in the office of the County Clerk.

The captions and headings in this instrument are solely for convenience of reference and shall in no way define, limit or describe the scope or intent of any provision of this instrument.

IN WITNESS WHEREOF, the undersigned have executed and acknowledged this instrument on the dates specified below.

CRUCES EQUITY PARTNERS, LLLP, a New Mexico limited liability limited partnership

By: Cruces Equity Partners, LLC, a New Mexico limited liability company

Its: General Partner

By: _____
Greg McPhie, Manager

STATE OF NEW MEXICO

COUNTY OF DOÑA ANA

This instrument was acknowledged before me on July _____, 2019, by Greg McPhie as the Manager of Cruces Equity Partners, LLC, a New Mexico limited liability company, which is the General Partner of Cruces Equity Partners, LLLP, a New Mexico limited liability limited partnership.

(Seal)

Notary Public

My commission expires: _____