

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME MEETING:

P.L.O.  
Docket No 88, New Mexico.

WHEREAS, There has been deposited in the General Land Office of the United States evidence whereby it appears that in accordance with the provisions of the Act of Congress approved March 3, 1891, entitled "An Act to establish a court of private land claims and to provide for the settlement of private land claims in certain States and Territories," the private land claim known as the Mesilla Civil Colony Grant, has been duly confirmed in two Tracts,-- No. 1 to the Corporation of Mesilla in trust for the persons constituting the colony known as the Colony of Mesilla, and such other persons as were bona fide residents upon the same at the date of the Treaty of December 30, 1853, between the United States and Mexico, and the heirs and successors in interest of such persons; and No 2. to the Corporation of Mesilla) and

WHEREAS, Said Claim, containing twenty-one thousand six hundred twenty-eight and fifty-two hundredths acres, according to the plat and survey of the said grant approved by the Court of Private Land Claims, April 4, 1902, copies of which are on file in the office of the Surveyor General for the Territory of New Mexico, and in the General Land Office, has been surveyed as in Townships twenty-two, twenty-three, and twenty-four north of Ranges one and two east and Township twenty-three south of Range one west; said Tracts being more particularly described as follows:

Tract No 1: Commencing at a point on the west margin of the Rio Grande del Norte as the same was situated in the year 1853, on a small hill on the line which divides the colonies of Santo Tomas and of Bevilla, being the point fixed by the United States Government survey as the southeast corner of said grant; thence for the southern boundary running west five thousand varas to a hill in front of the ruins of a corral called the Guerran corral, or the place where said corral and the ruins thereof were formerly situated; thence for the westerly boundary running in a northerly direction, west of north, along the slope or drainage of the hills in a direct line towards the Picacho hill on the river side where it touches the hills, and thence continuing along the margin of said river to the Penasco Prieto hill, which is to the north of a small bend called the Apache ford a little above the Picacho, making nineteen thousand five hundred (19,500) varas; thence for the easterly boundary continuing towards the south, and east of south, to the place of beginning, following along the west margin of said river, as the same was situated in the year 1853, except where the said grant lies opposite to the Dona Ana Bend Grant, heretofore confirmed as Case No 24, and as to such portions of the easterly boundary the line shall follow the western boundary of said Dona Ana Bend grant as finally located under the confirmation aforesaid. The north boundary of this tract shall be an east and west line running from the northwest corner at the Penasco Prieto hill to the northeast corner on the west boundary

"Tract No. 2. Commencing at a point on the westerly boundary of Tract No. 1, as above described, and five thousand varas from the northwest corner thereof, said five thousand varas being measured by following the meandered west boundary of Tract No. 1, from the northwest corner of said Tract No. 1; from said point on said west boundary five thousand varas from said northwest corner, measured as aforesaid, running due west five thousand varas; thence southerly and parallel to said western boundary of Tract No. 1 five thousand varas; thence easterly and parallel to said southern boundary of said five thousand

place of beginning, making a tract of one square league, more or less:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said Corporation of Mesilla in trust for the persons constituting the colony known as the Colony of Mesilla, and such other persons as were bona fide residents upon the same at the date of said treaty, and the heirs and successors in interest of such persons, said Tract No. 1; and unto the said Corporation of Mesilla, said Tract No. 2; TO HAVE AND TO HOLD the same together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature thereunto belonging, unto the said Corporation of Mesilla, and to its successors in trust as aforesaid, and to the Corporation of Mesilla, and to its successors and assigns, forever, in accordance with the terms of the decree of said Court, but subject to the proviso that this grant shall not confer any right or title to any gold, silver, or quicksilver mines or minerals of the same, but all such mines and mineral shall remain the property of the United States, with the right of working the same; and that the said grant is made subject to all the limitations and terms of the said Act of Congress of March 3, 1891, and all the restrictions and limitations of said decree.

IN TESTIMONY WHEREOF, I, William H. Taft, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the FIFTEENTH day of NOVEMBER, in the year of our Lord one thousand nine hundred and NINE and of the Independence of the United States the one hundred and THIRTY-FOURTH

(S E A L)

By the President: Wm. H. Taft

By M.W. Young, Secretary

Patent Number  
Recorded 89311 Vol.

Page

M.W. Lanford  
Recorder of the General Land Office.

Filed for record December 7th, A.D. 1900 at 3:00 o'clock P.M.

*William H. Taft*  
Recorder  
*M.W. Lanford*  
By

**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

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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

(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.**

Declaration of Protective Covenants for  
La Mancha Estates Phase I

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(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

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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)

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.

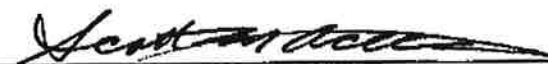
LOGOS DEVELOPMENT, INC., a New Mexico corporation

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  
at 12:28 o'clock PM  
Book 366 Page 712-771  
of the Records of said County.  
Rita M. Lopez, Clerk  
By 



Declaration of Protective Covenants for  
La Mancha Estates Phase I

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BK 577 13 1201-1203  
4-7-05 10833 ①  
DONA ANA TITLE CO., INC.  
GF# 529418/119

**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,

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 6<sup>th</sup> day of April, 2005.

**LOGOS DEVELOPMENT, INC.**, a New Mexico corporation

By: 

Philippos T. Philippou, President

STATE OF NEW MEXICO  
COUNTY OF DOÑA ANA

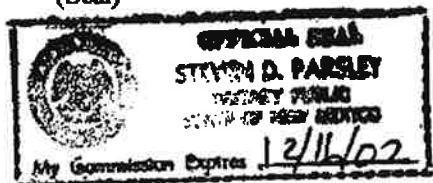
This instrument was acknowledged before me on April 6, 2005, by Philippos T. Philippou as president of Logos Development, Inc., a New Mexico corporation.

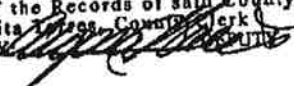


Notary Public

My commission expires: \_\_\_\_\_

(Seal)



State of New Mexico  
County of Dona Ana, ss 10833  
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 388 Page 1521-1525  
of the Records of said County.  
Rita Lopez, County Clerk  
BY 



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

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12-30-05  
45258  
LATCO  
ACC/sf

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

This Declaration is made by **KATERINA, INC.**, a New Mexico corporation ("**Declarant**").

**RECITALS**

A. Declarant owns the approximately 2.98-acre tract of real estate in Doña Ana County, New Mexico that is described in **Exhibit A** attached hereto and made a part hereof (the "**Property**").

B. Declarant also owns real estate which is adjacent to the Property.

C. Declarant intends to donate the Property to Southwest Environmental Center, a New Mexico nonprofit corporation, but retain its real estate that is adjacent to the Property. Therefore, Declarant desires to impose certain covenants, conditions and restrictions on the improvement, alteration and use of the Property to guard against the alteration or construction on the Property of poorly designed or proportioned structures or structures built of improper or unsuitable materials, to prevent nuisances; to prevent any impairment of the attractiveness of the Property; and to allow only those uses which are consistent with this Declaration.

NOW, THEREFORE, in consideration of the foregoing premises, Declarant hereby declares that the Property shall be subject to the following covenants, conditions and restrictions from the date this Declaration is recorded in the office of the County Clerk of Doña Ana County, New Mexico:

**1. Land Use and Building Types.** The Property shall not be used for other than residential or conservation purposes. There shall not be allowed on the Property 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 the Property for the long-term habitation of persons therein. No mobile home, pre-fabricated or manufactured dwelling may be maintained on the Property. No carport shall be maintained on the Property. All buildings constructed on the Property shall be in conformance with the development standards of each governmental entity or body having jurisdiction over the Property, as developed and enforced by the same, and said standards are incorporated herein by reference. No storage building that is not an improvement (because it is not permanently affixed to the Property) shall be allowed on the Property.

## 2. Improvements.

(a) **No Construction Without Approval.** No Improvement (as defined below) shall be commenced, erected or maintained upon the Property, until detailed plans and specifications shall have been submitted to and approved by Declarant in accordance with the provisions of this Declaration.

(b) **Plan Approval.** Prior to making any Improvements to the Property, the owner of the Property shall submit to Declarant for approval a complete set of plans and specifications for the proposed Improvements showing the nature, kind, shape, height, materials, plant materials, and location of the same ("Plans and Specifications") and site plans all of which shall be to scale. The owner of the Property shall not deliver working drawings to any governmental entity or body having jurisdiction over the Property for a building permit until the Plans and Specifications are approved as provided in this Declaration.

Approval or disapproval of the Plans and Specifications shall be communicated in the manner provided for notices, and disapproval shall be accompanied by specification of the grounds for disapproval; provided that the failure of Declarant to disapprove the Plans and Specifications within ten (10) business days after delivery to it of the Plans and Specifications shall be conclusively considered to be approval. A copy of the Plans and Specifications may be retained by Declarant. During construction, no changes or deviations in or from the approved Plans and Specifications, other than modification of the Plans and Specifications as they pertain to interior improvement type work or that are not visible from any point outside of the Property, shall be made without the written approval of Declarant. After construction is completed, no changes, other than those that are not visible from any point outside of the Property, shall be made to the Property, including no change of exterior color, without the written permission of Declarant.

For purposes of this Declaration, the terms "Improvement" or "Improvements" shall mean any and all structures and appurtenances thereto of every type and kind located or to be located upon the Property (other than interior modifications of structures), including, but not limited to, buildings, heating, ventilating and air conditioning equipment, walls, fencing, signs or signage, landscaping, watering systems for landscaping, parking areas and ingress and egress thereto from dedicated roadways, whether intended to be temporary or permanent. It shall also include all acts done to exteriors whether for maintenance or for alterations of color or other aesthetic effect.

(c) **Minimum Criteria.** All Plans and Specifications must meet the following minimum criteria, unless waived by Declarant:

(1) Be in accordance with the provisions of this Declaration and the existing applicable building codes and ordinances of each governmental entity or body having jurisdiction over the Property, as may be from time to time amended, but without regard to any waiver thereof or variance therefrom granted by such governmental entity or body, that has not been approved in writing by Declarant.

(2) Be in sufficient detail to permit Declarant to make its determination.

(3) All electrical service and telephone service and telephone lines from the utility company lines shall be placed underground and no outside electrical and telephone lines shall be placed overhead.

**3. Nuisances.** No noxious or offensive activity shall be carried on upon the Property, 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 Property; and (d) inadequate maintenance of landscaping. No signs or other advertising shall be displayed on the Property unless the size, form and number of same are first approved in writing by Declarant and the same are in compliance with the applicable ordinance of each governmental entity or body having jurisdiction over the Development. All animals kept on the Property must be kept within a fenced or bounded area upon the Property and must be within the direct control of a responsible person when outside the fenced or bounded area. The Property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on the Property, except in sanitary containers, screened from view from all streets and adjoining property. Television reception dishes or large antennae taller than 3 feet must be approved by Declarant and will not be allowed unless properly screened from view and not an imposition to adjoining or nearby property owners.

**4. 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 the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon the Property.

**5. Annexation.** Each owner of the Property is hereby placed on notice that Declarant, and/or affiliated entities, may submit a petition for the annexation of the Property and property adjacent to, or near, the Property by the City of Las Cruces or the Town of Mesilla. Each owner of the Property 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.

6. **Right of First Refusal.** Declarant shall have the preemptive right (the "**Right of First Refusal**") at any time within ten (10) years after this Declaration is recorded in the office of the County Clerk of Doña Ana County, New Mexico, to purchase the Property on the same terms and conditions as those of any bona fide offer received by and acceptable to the owner of the Property. Before making any sale or any agreement to sell the Property to any person within said period, the owner of the Property shall notify Declarant in writing of the terms and conditions of such offer (the "**First Refusal Notice**"). In order to exercise the Right of First Refusal, Declarant must, within twenty-one (21) days after the First Refusal Notice is delivered to Declarant, give the owner of the Property notice of such exercise and deposit with a title company earnest money equal to the amount of earnest money specified in such offer. If Declarant does not exercise the Right of First Refusal in the manner specified above within the period specified above, the owner of the Property may sell the Property to the third-party purchaser on the terms specified in the original offer. If Declarant does not exercise the Right of First Refusal and the owner of the Property does not complete the sale to the third-party purchaser on the terms specified in the original offer, then all restrictions of this Section shall apply as though the owner of the Property had not notified Declarant of such offer.

7. **Enforcement.** In any proceeding arising because of any alleged default by the owner of the Property, Declarant, if successful, shall be entitled to recover the costs of the proceedings and reasonable attorneys' fees from the owner of the Property.

8. **No Waiver.** The failure of Declarant to enforce any restriction or obligation imposed by this Declaration on the Property or its owner shall not constitute a waiver of the right of such owner to enforce such restriction or obligation in the future.

9. **Rights Cumulative.** All rights, remedies and privileges granted to Declarant pursuant to the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more of such rights, remedies and privileges shall not be deemed to constitute an election of remedies, nor shall it preclude Declarant from exercising such other additional rights, remedies or privileges, as may be available to it at law or in equity.

10. **Binding Effect; Obligations Run With the Land.** The restrictions and obligations imposed by this Declaration on the Property are for the benefit of Declarant and its successors and assigns. The restrictions and obligations imposed by this Declaration on the Property shall run with that land and be binding upon the owner of the Property and its successors and assigns, including, without limitation, all subsequent owners of the Property and all persons claiming under them. No other person shall have any right, benefit or obligation hereunder.

**11. Modifications.** Neither this Declaration nor any provisions hereof may be modified, amended, discharged or terminated except by an instrument in writing signed by Declarant and the owner of the Property and then only to the extent set forth in such instrument.

**12. Delivery of Notices.** All notices or other documents required herein to be delivered to the owner of the Property or Declarant may be delivered either personally or by mail. If mailed, the same shall be deemed delivered three (3) business days after it is deposited in the United States Mail, certified and return receipt requested and addressed to such person at its address for property tax purposes, with postage thereon prepaid.

**13. General Construction Principles.** Time is of the essence with respect to any obligation imposed by this Declaration. 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 word "person" shall include corporations, partnerships, limited liability companies and other entities or forms of associations. 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 the property. The captions and headings in this Declaration are solely for convenience of reference and shall in no way define, limit or describe the scope or intent of any provisions of this Declaration. "Business days" shall mean all days other than Saturdays, Sundays and federal banking holidays in Las Cruces, New Mexico. If any deadline or date set for performance under this Declaration falls on a weekend or a federal banking holiday in Las Cruces, New Mexico, the deadline or date for performance shall automatically be extended to the next day which is not a weekend or federal banking holiday in Las Cruces, New Mexico. This Declaration shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Declaration or any part of it to be construed against Declarant. Unless otherwise indicated, all references to exhibits are to exhibits attached to this Declaration, each of which is made a part of this Declaration for all purposes.

**14. Validity of Declaration.** It is intended that each provision of this Declaration shall be viewed as separate and divisible from the whole, and in the event that any provision shall be held to be invalid, the remaining provisions shall continue to be in full force and effect.

**15. Governing Law.** This Declaration is governed by and shall be construed in accordance with the laws of the State of New Mexico, excluding any conflict of laws rule or principle that might refer the governance or the construction of this Declaration to the law of another jurisdiction.

KATERINA, INC., a New Mexico corporation

By:



Philippos T. Philippou, President

STATE OF NEW MEXICO

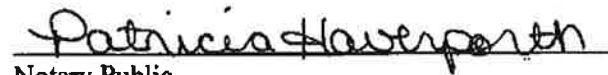
COUNTY OF DOÑA ANA

This instrument was acknowledged before me on December 30, 2005, by Philippos T. Philippou as president of Katerina, Inc., a New Mexico corporation.



OFFICIAL SEAL  
PATRICIA HAVERPORTH  
NOTARY PUBLIC - STATE OF NEW MEXICO

My commission expires: 2/23/08



Notary Public

My Commission Expires: 2/23/08

Declaration of Protective Covenants for  
La Mancha Estates

@PFDesktop\ODMA\WORK\DOX\F\DOX\CLIENT\739316\132\00015638.WPD



3700 FOOTHILLS, SUITE C  
LAS CRUCES, NM 88011  
(505) 525-2112  
FAX (505) 525-1226  
Email: scanlon@scanlon.com

DECEMBER 16, 2005  
DESCRIPTION OF A 2.980 ACRE TRACT

**BEGINNING** at a 1/2" iron rod set on the Westerly line of South Aries Avenue for the Northeast corner of this tract: WHENCE Interstate 10 highway T-rail at Sta. 71+07 bears N.31°53'32"W., 3980.31 feet;

**THENCE**, from the point of beginning, along the Westerly line of the Rio Grande, S.11°58'39"W., a distance of 745.71 feet to a 1/2" iron rod set for the Southeast corner of this tract;

**THENCE**, leaving the Rio Grande, N.77°59'37"W., a distance of 149.99 feet to a 1/2" iron rod set for the Southwest corner of this tract;

**THENCE** N.12°00'23"E., a distance of 580.99 feet to a 1/2" iron rod set for an angle point;

**THENCE** N.32°29'52"W., a distance of 154.78 feet to a 1/2" iron rod found for the Northwest corner of this tract;

**THENCE** N.63°03'12"E., a distance of 223.08 feet to a 1/2" iron rod set for an angle point;

**THENCE** S.32°33'16"E., a distance of 120.60 feet to the point of beginning, enclosing 2.980 acres of land, more or less. Subject to all easements and reservations of record. A plat was prepared under Job No. 2005 LA MANCHA SURVEY. Field Notes by SCANLON WHITE, INC., License No. 9433.

Ted G. Scanlon, PS 9433



State of New Mexico  
County of Dona Ana, SN 15258  
RECEPTION NO. \_\_\_\_\_  
I hereby certify that this  
instrument was filed for  
recording and duly recorded on  
**DEC 30 2005**  
at 5:07 o'clock P M  
Book 674 Page 342-48  
of the Records of said County.  
Rita Torres, County Clerk  
BY: Shirley DEPUTY

348



3-30-06  
Datto/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:

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 29<sup>th</sup> day of March, 2006.

State of New Mexico  
County of Dona Ana

RECEPTION NO. 10978  
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 2:55 o'clock P M  
Book 697 Page 1504-1505  
of the Records of said County.  
Rita Torres, County Clerk  
By: [Signature]

By: [Signature]  
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

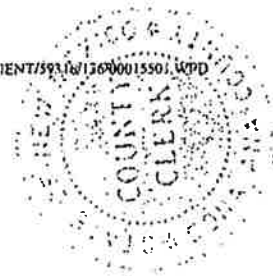
My commission expires: 2/23/08

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

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Page 2 of 2

1505



BR 100178-116  
4-18-06

DATC  
13289

**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.

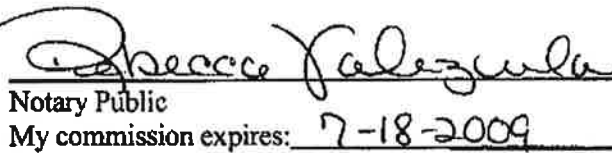
  
DIANE L. ACOSTA

STATE OF NEW MEXICO

COUNTY OF DOÑA ANA

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

(Seal)

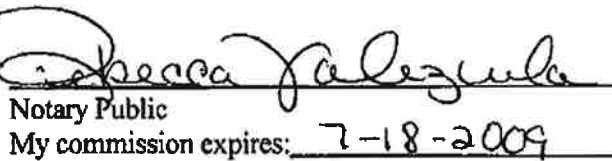
  
Notary Public  
My commission expires: 7-18-2009

STATE OF NEW MEXICO

COUNTY OF DOÑA ANA


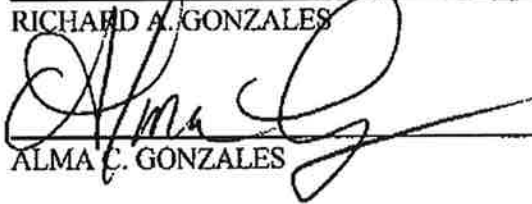
This instrument was acknowledged before me March 30, 2006, by Diane L. Acosta.

(Seal)

  
Notary Public  
My commission expires: 7-18-2009

Declaration of Protective Covenants for  
La Mancha Estates Phase IIa

@PFDestrep\ODMA\WORLD\DOX\L\DOX\CLIENT\59316\136\00015502.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

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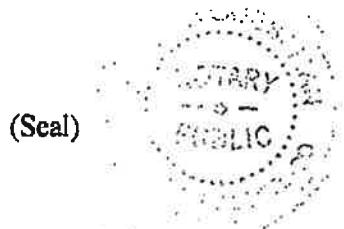
  
ROBERT S. AULTMAN

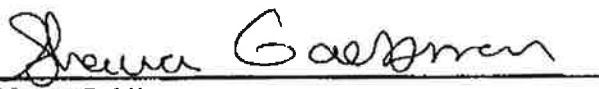
  
GRETCHEN L. AULTMAN

STATE OF COLORADO

COUNTY OF Denver

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

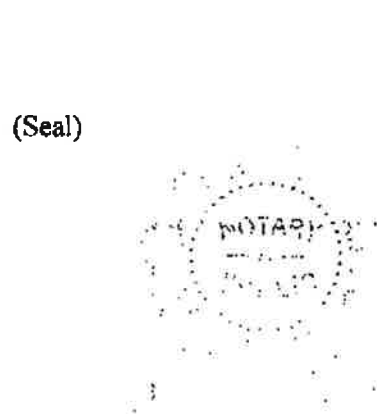



  
Notary Public  
My commission expires: 7-22-08

STATE OF COLORADO

COUNTY OF Denver

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



  
Notary Public  
My commission expires: 7-22-08

Declaration of Protective Covenants for  
La Mancha Estates Phase IIa

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Effective: March 30, 2006.

**LOGOS DEVELOPMENT, INC.,** a New Mexico corporation

By: 

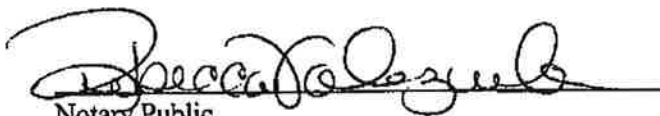
Philippos T. Philippou, President

STATE OF NEW MEXICO

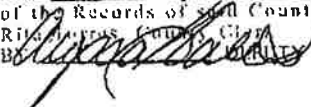
COUNTY OF DOÑA ANA

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



  
Notary Public  
My commission expires: 7-18-2009

State of New Mexico  
County of Dona Ana, ss  
RECEPTION NO. 13289  
I hereby certify the  
instrument was filed  
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.  
Rita M. Cruz, County Clerk  
By 



Declaration of Protective Covenants for  
La Mancha Estates Phase IIa

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## Overhead/Underground Easement

## EASEMENT

STATE OF New Mexico  
COUNTY OF Dona Ana

Location Index 1E/23S/27-28  
School District 512  
Work Order No. 04-7-2-61-183  
05-7-2-00-323

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LOGOS DEVELOPMENT INCORPORATED, a New Mexico Corporation

hereinafter called Grantor, grants unto El Paso Electric Company, hereinafter called Grantee, its successors and assigns, whose address is P.O. Box 982, El Paso, Texas 79960, the perpetual, exclusive right, privilege, authority and easement to enter and erect, construct, operate, remove, inspect, access, and maintain a line of poles at any time with any and all necessary cables, lines, wires, crossarms, guys, and anchors for an above ground electric distribution and/or transmission system together with an underground electric distribution system, including transformers (conventional or padmount), ducts, conductors, conduits, fixtures, pullboxes, manholes, handholes, service facilities transformers, vaults and any other usual appurtenances, pertaining thereto, together with the overhang of service wires, with the right of access, ingress, and egress, thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution and/or transmission of electricity, for any and all purposes, including communications, for which same is or may hereafter be used, over, upon and along the following described premises and the adjoining roads, streets and highways, in the county named above, to wit: located in Sections 27 and 28, Township 23 South, Range 1 East, N.M.P.M., known as La Mancha Subdivision Phase 1 and as shown on the attached Exhibit "A", Exhibit "B" and Exhibit "C" and made a part hereof.

with the right to trim any trees and flora along and around said lines and electrical equipment so as to keep the lines and electrical equipment cleared, to erect and set the necessary brace poles, anchors and guy wires, and to do anything proper and necessary to operate and maintain same.

The authority granted herein includes the right to permit the attachment of the cables of any other company.

Building and structures of a permanent nature except fences, boundary walls, walkways and landscaping will not be built on or over the easement, or under any overhead electric lines, except with the prior written consent of the Grantee.

Executed as of the 28<sup>th</sup> day of April, 2006.

(SIGNATURE BLOCK AND NOTARY PARAGRAPH FOR  
GRANTOR AS CORPORATION)

GRANTOR

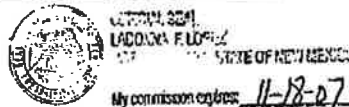
GRANTEE

LOGOS DEVELOPMENT INCORPORATEDEL PASO ELECTRIC COMPANY

By: [Signature]  
Name: Philip Philippon  
Title: President

By: [Signature]  
Name: Kerry B. Lore  
Title: Vice President Administration

THE STATE OF New Mexico §  
COUNTY OF Dona Ana §



This instrument was acknowledged before me on this 28<sup>th</sup> day of April, 2006 by Philip Philippon, President of Logos Development Incorporated who stated that (s)he executed same for the purpose and consideration therein, expressed and in the capacity therein stated.

Commission expires: 11-18-07

[Signature]  
Notary Public in and for  
the State of New Mexico

THE STATE OF Texas §  
COUNTY OF El Paso §

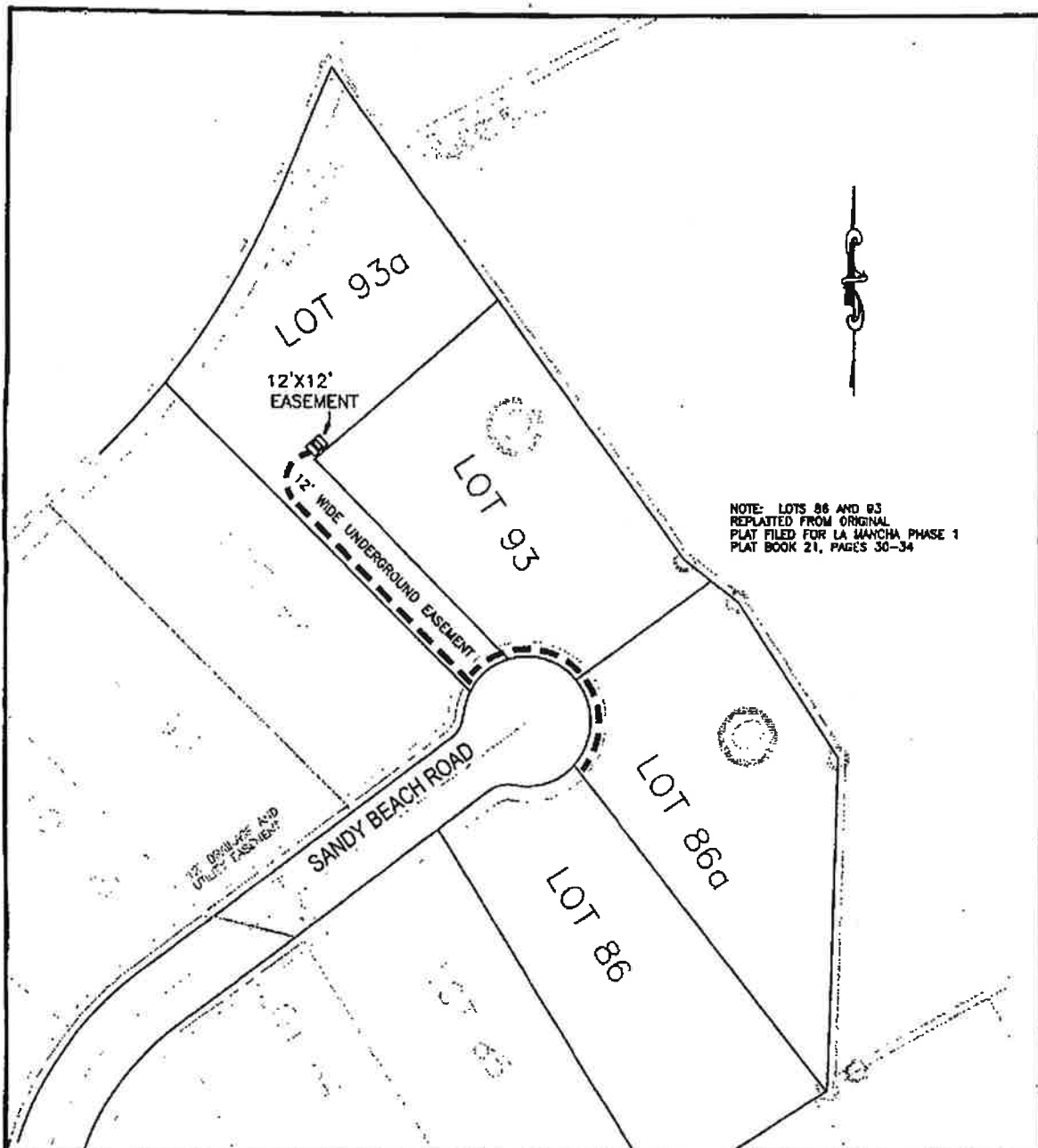
This instrument was acknowledged before me on this 20 day of June, 2006 by Kerry B. Lore, VP Admin of El Paso Electric Company who stated that (s)he executed same for the purpose and consideration therein, expressed and in the capacity therein stated.

Commission expires: 3/24/07



[Signature]  
CAROLINA PENN  
Notary Public in and for  
NOTARY PUBLIC State of Texas  
State of Texas  
Comm. Exp. 03-24-2007  
1799

29320 DR 1078111-1802  
8-4-06



PROPOSED UTILITY EASEMENT IN:

RANGE 1E, TOWNSHIP 23S, SECTION 27-28, MAP \_\_\_\_\_

TRACT NO. BLOCK C, SUBDIVISION LA MANCHA PHASE 1

LEGEND:    --- 12' WIDE UNDERGROUND EASEMENT  
               □ 12'x12' WIDE EASEMENT

WORK ORDER NUMBER:

04-7-2-61-183

SCALE:

DATE:

4-17-06

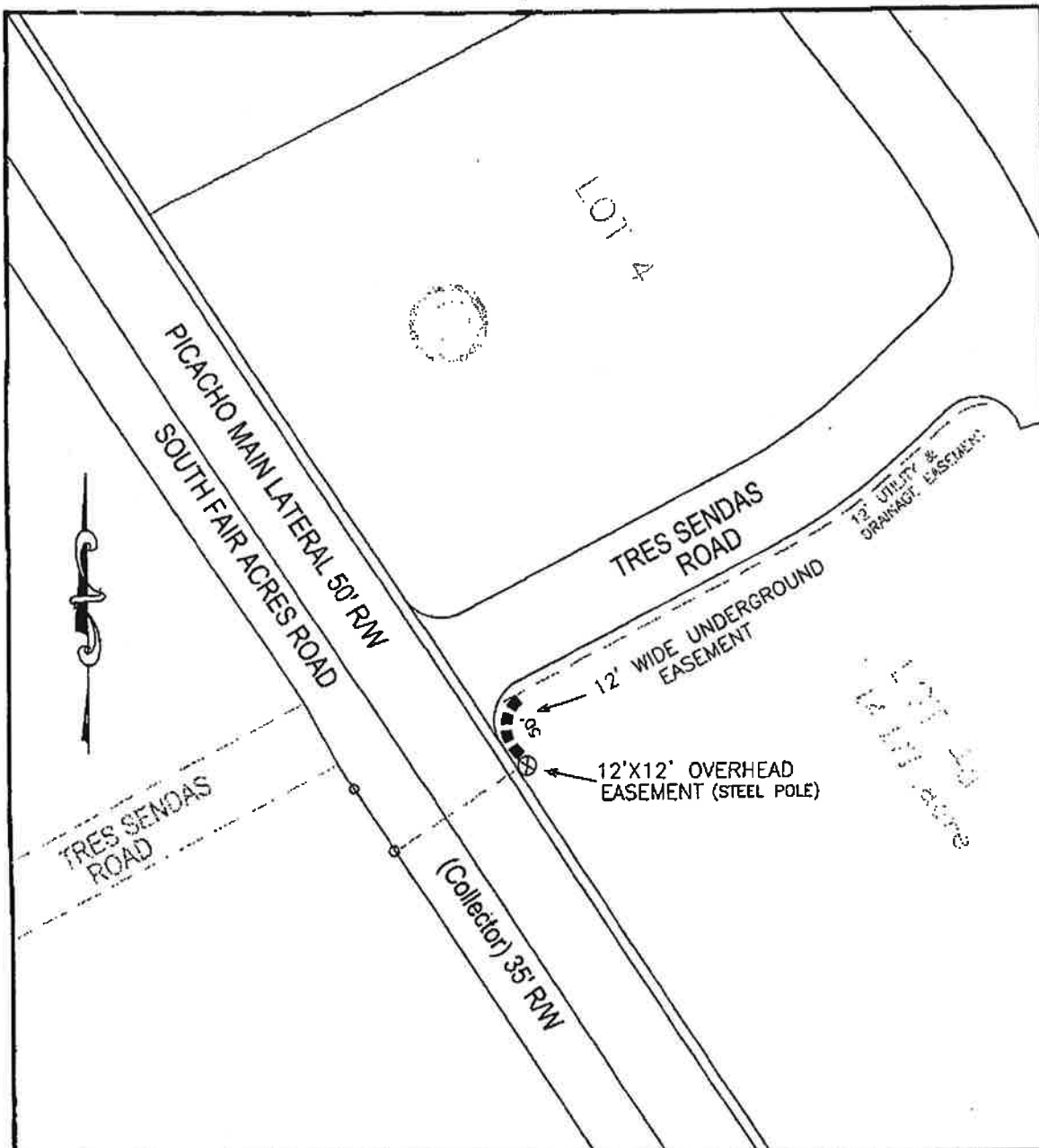
DRAWN BY:

MO/MAW

*Electric Company*

1800

EXHIBIT "A"



PROPOSED UTILITY EASEMENT IN:

RANGE 1E, TOWNSHIP 23S, SECTION 27-28, MAP

TRACT NO. BLOCK C, SUBDIVISION LA MANCHA PHASE 1

LEGEND: 12' WIDE UNDERGROUND EASEMENT

12'x12' OVERHEAD EASEMENT

WORK ORDER NUMBER:

04-7-2-61-183  
05-7-2-00-323

SCALE:

DATE:

4-19-06

DRAWN BY:

KC/MAW

*The Electric Company*

EXHIBIT "B"

1801



## EASEMENT

Location Index 1R/23S/27  
 School District 512  
 Work Order No. 06-61-1018

STATE OF New Mexico  
 COUNTY OF Dona Ana

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LOGOS DEVELOPMENT, INCORPORATED

hereinafter called Grantor, grants unto El Paso Electric Company, hereinafter called Grantee, its successors and assigns, whose address is P.O. Box 982, El Paso, Texas 79960, the perpetual, exclusive right, privilege, authority and easement to enter and erect, construct, operate, remove, inspect, access, and maintain underground cables, lines, conductors, conduits, transformer installation including padmount and conventional, ducts, vaults, pullboxes, manholes, handholes, service facilities, fixtures and all other necessary equipment for an underground electric distribution system, with the right of access, ingress, and egress thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution of electricity, for any and all purposes, including communications, for which same is or may hereafter be used, over, upon and along the following described premises and the adjoining roads, streets and highways, in the county named above, to wit: located in Section 27, Township 23 South, Range 1 East, N.M.P.M., known as Block C of La Mancha Estates Phase 2A and as shown on the attached Exhibit "A" and made a part hereof.

with the right to trim any trees and flora along and around said electrical equipment so as to keep the electrical equipment cleared, and to do anything proper and necessary to operate and maintain same.

Building and structures of a permanent nature except fences, boundary walls, walkways and landscaping will not be built on or over the easement, except with the prior written consent of the Grantee.

Executed as of the 21<sup>st</sup> day of October, 2006.

(SIGNATURE BLOCK AND NOTARY PARAGRAPH FOR  
 GRANTOR AS CORPORATION)

## GRANTOR

## GRANTEE

LOGOS DEVELOPMENT, INCORPORATED

EL PASO ELECTRIC COMPANY

By: [Signature]  
 Name: Philippos T. Philippou  
 Title: President

By: [Signature]  
 Name: Kerry B. Lore  
 Title: Vice President Administration

THE STATE OF New Mexico §  
 COUNTY OF Dona Ana §

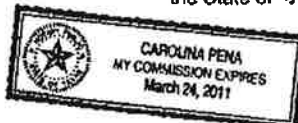
This instrument was acknowledged before me on this 21<sup>st</sup> day of October, 2006 by Philippos T. Philippou, President of Logos Development, Inc. who stated that (s)he executed same for the purpose and consideration therein, expressed and in the capacity therein stated.

Commission expires: 11-18-07 [Signature]  
 OFFICIAL SEAL  
 CAROLINA F. LOPEZ  
 NOTARY PUBLIC - STATE OF NEW MEXICO  
 My Commission Expires 11-18-07 the State of New Mexico

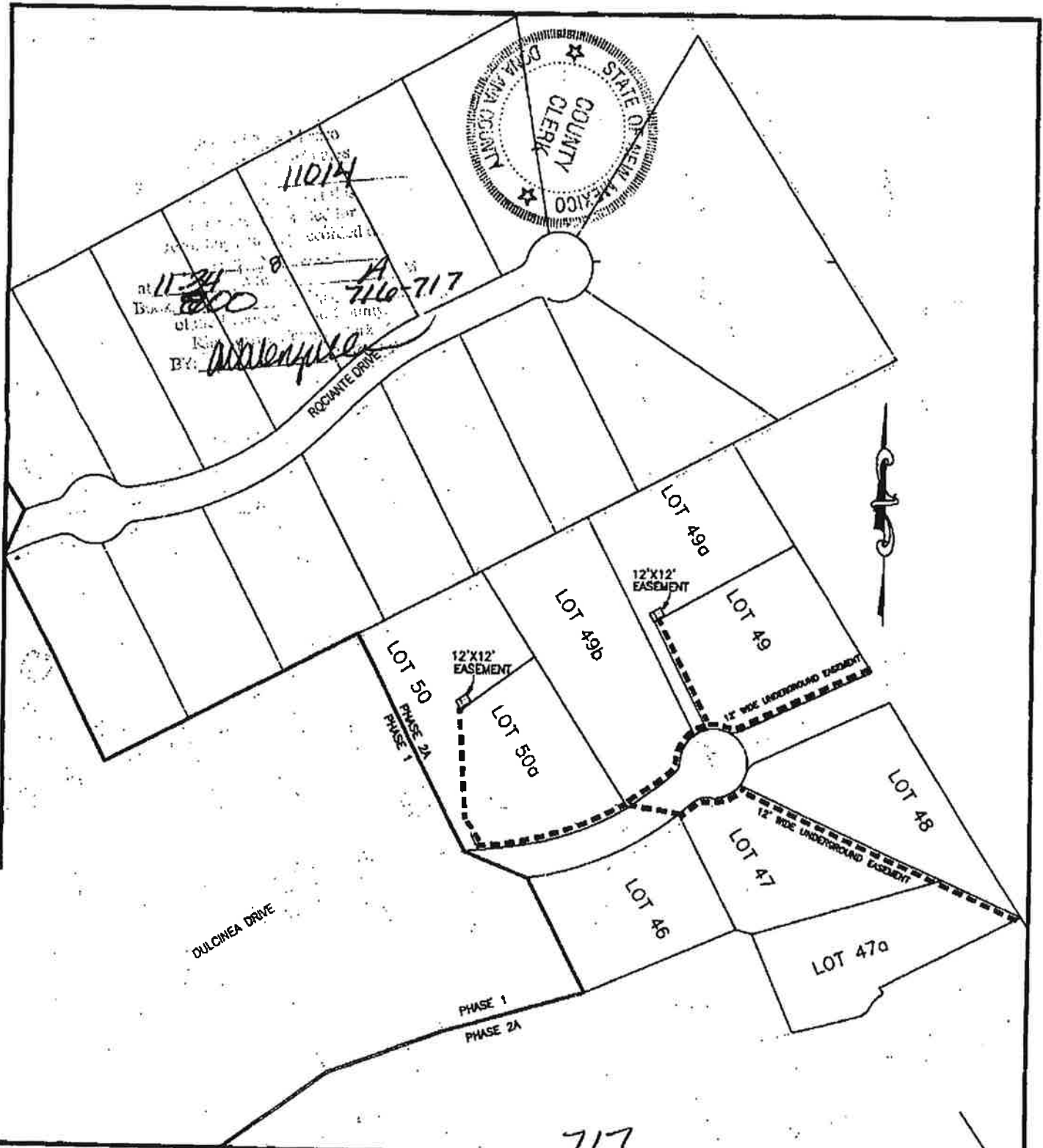
THE STATE OF Texas §  
 COUNTY OF El Paso §

This instrument was acknowledged before me on this 15 day of January, 2007 by Kerry B. Lore, VP-Admin of El Paso Electric Company who stated that (s)he executed same for the purpose and consideration therein, expressed and in the capacity therein stated.

Commission expires: 3/24/11 [Signature]  
 Notary Public in and for  
 the State of Texas



716



PROPOSED UTILITY EASEMENT IN:

RANGE 1E, TOWNSHIP 23S, SECTION 27, MAP \_\_\_\_\_  
TRACT NO. BLOCK C, SUBDIVISION LA MANCHA ESTATES PHASE 2A

LEGEND: ----- 12' WIDE UNDERGROUND EASEMENT  
    □ 12'x12' EASEMENT

WORK ORDER NUMBER:  
06-61-1018

SCALE: \_\_\_\_\_ DATE: 10-13-06

DRAWN BY: MO/MAW

*The Electric Company*

EXHIBIT "A"