

**DECLARATION OF PROTECTIVE COVENANTS  
FOR  
DOS SUEÑOS ESTATES**

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

Lots 1 through 37 in Block A, Lots 1 through 37 in Block B, Lots 1 through 14 in Block C, Lots 1 through 21 in Block D, Lots 1 through 27 in Block E, Lots 1 through 12 in Block F, Lots 1 through 12 in Block G, Lots 1 through 8 in Block H, Lots 1 through 18 in Block I, Lots 1 through 24 in Block J, Lots 1 through 78 and Tract "A" in Block K, Lots 1 through 26 in Block L, Lots 1 through 45 in Block M, Lots 1 through 20 in Block N, and Lots 1 through 11 in Block O of Dos Sueños Estates, 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 December 23, 2004 (reception number 41245), as Plat No. 4079, in Book 21 at pages 84-89 (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 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) 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) Except as provided in the following sentence, no residence shall be erected, altered, placed or permitted to remain on any Lot in Blocks A, B, C, D, E, F, G, or H (which are the Lots south of Engler Road that are sometimes referred to in this Declaration individually as a "Southern Lot" and collectively as the "Southern Lots") with fully enclosed living/heated area of less than 1,800 square feet, exclusive of garages and porches. Notwithstanding the preceding sentence, no residence shall be erected, altered, placed or permitted to remain on any of Lots 1 through 11 in Block A and Lots 1 through 6 in Lot in Block E (which are the Lots that are each at least one acre) with fully enclosed living/heated area of less than 2,000 square feet, exclusive of garages and porches. No residence shall be erected, altered, placed or permitted to remain on any Lot in Blocks I or J (which are the Lots north of Engler Road and west of Jornada Road that are sometimes referred to in this Declaration individually as a "Northwestern Lot" and collectively as the "Northwestern Lots") with fully enclosed living/heated area of less than 1,200 square feet, exclusive of garages and porches. No residence shall be erected, altered, placed or permitted to remain on any Lot in Blocks K, L, M, N or O (which are the Lots north of Engler Road and east of Jornada Road that are sometimes referred to in this Declaration individually as a "Northeastern Lot" and collectively as the "Northeastern Lots") with fully enclosed living/heated area of less than 1,400 square feet, exclusive of garages and porches. The Northeastern Lots and the Northwestern Lots are sometimes referred to in this Declaration individually as a "Northern Lot" and collectively as the "Northern Lots."

(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 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. In the event suit is brought or an attorney is retained by any Owner of a Lot at least two (2) years after this Declaration is recorded in the office of the County Clerk of Doña Ana County, New Mexico, 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

(d) Each of the Northern Lots abutting the north side of Engler Road shall be subject to an eight-foot wide utility easement along Engler Road in favor of the City of Las Cruces, New Mexico. No Improvement (defined below), including, without limitation, rock walls, but excluding landscaping, may be made to the area of the Northern Lots burdened by said easement.

(e) No more than forty percent (40%) of the roof of any structure on any of the Northeastern Lots may face Camino Dos Vidas.

(f) The front elevation of any structure on any of the Lots may not be substantially the same as the elevation of any structure constructed or approved for construction on any Lot that is less than three (3) Lots from such Lot.

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

(h) All buildings constructed in the Subdivision shall be in conformance with the development standards of the City of Las Cruces, 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. No siding shall be permitted. 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

(i) The roof portion of the structure may be constructed with or without a pitched roof or combinations of pitch, hip and flat roof designs. As to any structure on a Southern Lot, 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. As to any structure on a Northern Lot, barrel tile-like materials or dimensional shingles shall be required as the finished surface material on any pitched or sloping roof on any portion of the structure that is sloping. 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.

Declaration of Protective Covenants for  
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(j) 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 City of Las Cruces. No grading, land filling, excavating, or other alteration will be done except pursuant to the approved Plan or revision approved by the City of Las Cruces and by the Design Review Committee.

(k) 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, 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 the City of Las Cruces 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 the City of Las Cruces.

(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 within the front setback of a Lot or, in the case of the Southern Lots, on any other part of the 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 the City of Las Cruces. 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 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 be responsible for having a minimum of six (6) plants planted 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, unless the Committee consents in writing to deferring such obligation for not more than four (4) months on such terms and conditions as the Committee deems appropriate, including, without limitation, requiring such Owner to deposit funds with the Committee to secure such Owner's performance of such obligation. At least one (1) of such plants must be a tree with a minimum trunk diameter of 2" and each of the remainder of such plants must each be at least a five-gallon shrub or tree. The front yard is that portion of the Lot that lies between the street and the front façade of the dwelling and outside any courtyard wall. 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 material is mandatory. It is expressly not required that grass or vegetation ground cover be placed. However, natural ground is not acceptable. The Committee has the authority to make the determination that a certain application of ground cover is or is not adequate. Landscaping design and plant material selection shall conform to City of Las Cruces guidelines.

#### 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 City of Las Cruces drainage and ponding requirements.

(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 the City of Las Cruces, 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 City of Las Cruces. 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.**

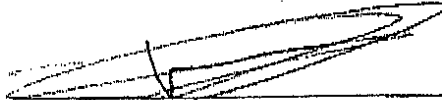
(a) **Variance.** Variances for any distance and height requirements imposed by this Declaration or any other dispensation to an Owner of a Lot may only be granted as applicable by the City of Las Cruces, Declarant, or the Committee, only after all Lots have been conveyed to persons other than Declarant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

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.

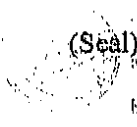
Effective December 31<sup>st</sup>, 2004.


LOGOS DEVELOPMENT, INC., a New Mexico corporation

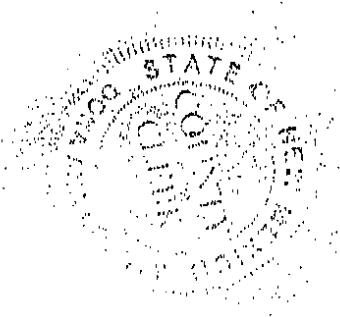
By:   
Philippos T. Philippou, President

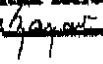
STATE OF NEW MEXICO  
COUNTY OF DOÑA ANA

This instrument was acknowledged before me on December 31<sup>st</sup>, 2004, by Philippos T. Philippou as president of Logos Development, Inc., a New Mexico corporation.

(Seal)  A. F. LOPEZ  
NOTARY PUBLIC - STATE OF NEW MEXICO  
My commission expires: 11-18-07

  
Notary Public  
My commission expires: 11-18-07



State of New Mexico  
County of Dona Ana, # 124  
RECEPTION NO. 124  
I hereby certify that this instrument was filed for recording and duly recorded on Jan 4 2005 at 11:34 o'clock A M Book 577 Page 681-681 of the Records of said County.  
Rita Torres, County Clerk  
BY:  DEPUTY

Declaration of Protective Covenants for Dos Sueños Estates

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**Addendum to Construction Agreement**

This addendum is part of the residential Construction Agreement dated \_\_\_\_\_  
between \_\_\_\_\_ (“Purchaser”) and Farrell Thurston  
Construction, LLC (“Contractor”) relating to the property located at  
\_\_\_\_\_ Las Cruces, NM  
\_\_\_\_\_ Dona Ana County, New Mexico.

Purchaser agrees as follows: Purchaser has read the Declaration of Protective Covenants  
for Dos Suenos Estates. Purchaser agrees to the conditions and restrictions imposed by  
the Design Review Committee as provided for in the Declaration.

\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Contractor Date