

***DECLARATION OF PROTECTIVE COVENANTS
FOR THE
ESTANCIAS DEL VALLE SUBDIVISION***

GL Green Properties., a New Mexico limited liability company (“**Declarant**”), is the owner of lots 1,2,3,4,5,6,7, & 8 situated in the County of Doña Ana, State of New Mexico:

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, 2036, 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 dwelling shall be erected, altered, placed or permitted to remain on any Lot with fully enclosed living/heated area of less than 2,000 square feet, exclusive of garages and porches. No mobile home, pre-fabricated or manufactured dwelling may be maintained on any Lot. No carport shall be maintained on any Lot. Each Lot with a dwelling shall have a minimum of a two-car garage thereon.

(c) No grading, land filling, excavating, or other alteration shall be done in the Subdivision except in accordance with the grading plan that has been approved by the County of Doña Ana or revision thereof approved by the each governmental entity or body having jurisdiction over the Subdivision and by the Design Review Committee.

(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. All stucco on structures in the Subdivision must be synthetic stucco. 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 exterior surface materials shall be used for any dwelling, accessory structure, wall or fence. The only types of architecture that shall be permitted within the Subdivision are:

- New Mexico Traditional
- New Mexico Contemporary
- Mediterranean
- Spanish Colonial/Mission
- Las Cruces Traditional, Pueblo, Territorial
- Southwest Mission
- Tuscan

(e) The roof of each dwelling 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 all pitched or sloped parts of the roof on any dwelling in the Subdivision. Any roof-

mounted equipment shall be screened and hidden from view and from the line of sight from any public place, or street, or adjoining Lot, as determined by the Design Review Committee.

(f) Maximum number of stories of any dwelling located within the Subdivision shall be two stories.

(g) The color of the roof tiles on structures in the Subdivision must be an earth tone. The color of the stucco on structures in the Subdivision must be an earth tone.

(h) In ground swimming pools shall be allowed within the subdivision.

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;

(a) 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.

(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.).

(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) 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 two feet (2') by three feet (3') advertising that Owner's Lot 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, provided 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. Each Lot shall be maintained at all times by the Owner thereof; both prior to and after the construction of Improvements thereon, in an attractive manner, free of trash, debris, weeds, and other unsightly material.

8. Walls and Fences.

(a) All Walls must 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 golden/tan/reddish rock

(b) **Other Walls.** All walls constructed on a Lot that form the “return” from a Perimeter Wall to the dwelling or courtyard thereon and internal patio walls tied to the dwelling may be of the same or compatible material used in the dwelling construction, subject to approval of the Design Review Committee. Decorative wrought iron and wood may be used for wall accents (other than for Perimeter Walls), gates and such, subject to Design Review Committee approval.

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

(c) 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.

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

10. 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 eight (8) months.

11. Pecan Trees.

(a) All Lots must maintain the integrity of the pecan orchard by retaining all existing pecan trees on the Lot except for those that must be removed for the purposes of constructing a residence, driveway, garage or additional living quarters, patios or swimming pools.

(b) No pecan tree on a Lot on the date of this Declaration shall be removed from such Lot to facilitate the construction or maintenance of any Improvement on such Lot without the Committee's prior written approval. Declarant shall be entitled to any pecan tree that is removed from a Lot pursuant to the first sentence of this Section, provided that Declarant pays the cost of such removal. No pecan tree on a Lot on the date of this Declaration shall be removed from such Lot for any other purpose without the Committee's prior written approval, unless such tree has died or been substantially damaged by disease, pests or another cause. The owner of a Lot shall promptly remove from such Lot any pecan tree that has died or been substantially damaged by disease, pests or another cause. Each pecan tree that is removed from a Lot for any reason, other than pursuant to the first sentence of this Section, shall be promptly replaced by the Owner of such Lot with a live pecan tree with a minimum trunk diameter of 4" that is planted within 5' of the location of the tree removed from the Lot.

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. 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 dwelling on each Lot, or two (2) years from the date this Declaration is recorded in the office of the County Clerk of Doña Ana County, New Mexico, 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 by Declarant or the Committee.

(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.

Effective: October _____, 2008

GL Green Properties ., a New Mexico limited liability company.

By: _____
Greg Green, General Partner

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

This instrument was acknowledged before me on October _____, 2008, by Greg Green as president of GL Green Properties of Las Cruces, Inc., a New Mexico limited liability company.

(Seal)

Notary Public

My commission expires: _____