

**DECLARATION OF PROTECTIVE COVENANTS
DEL PRADO SUBDIVISION, PHASE 5,
AT SONOMA RANCH EAST
DOÑA ANA COUNTY, NEW MEXICO**

KNOW ALL BY THESE PRESENTS: That Sonoma Ranch Construction, LLC, a New Mexico limited liability company, developer and owners of all of the land located at Del Prado Subdivision, Phase 5, at Sonoma Ranch East in Doña Ana County, New Mexico, according to the plats thereof on file in Plat Records Book 22, pages 584-584 and Plat Records Book _____, pages _____ of the County Clerk's office of Doña Ana County, New Mexico, in consideration of the mutual interest of the owners of real estate in Del Prado Subdivision, Phase 5, at Sonoma Ranch East covenants and agrees with all future purchasers of lots or building sites in said Subdivision that the following restrictions and obligations shall apply to all lots and building sites in said Subdivisions, and all conveyances of any lot therein shall likewise be subject to said restrictions and obligations as follows:

I. ESTABLISHMENT OF COVENANTS

1) **ADDITIONAL COVENANTS.** All owners within the Sonoma Ranch East Subdivision are subject to covenants which relate to the subdivisions within the approximately 226.66 acres of Sonoma Ranch East. Those covenants burden properties within all of the subdivisions within Sonoma Ranch East, and their owners. The Covenants set forth herein are in addition to, and not in lieu of, the covenants for Sonoma Ranch East and the covenants for Del Prado Subdivision. The owners within Del Prado Subdivision, Phase 5, at Sonoma Ranch East are obliged to abide by all three sets of covenants, and to pay the assessments due to the Sonoma Ranch East Homeowners' Association and Del Prado Subdivision, as well as the assessments due under these covenants.

2) **TERM.** All of the restrictions, conditions, covenants and reservations set forth in the Declaration shall be covenants running with the land and shall continue and remain in full force and effect at all times until January 1, 2028, and shall thereafter be automatically continued without further notice from that time for successive periods of ten (10) years without limitation, unless there shall be recorded a written instrument, approved by the then-record owners of seventy-five percent (75%) of the lots in the subdivisions and executed by the members of the Design Review Committee, modifying or extinguishing this Declaration in whole or in part.

3) **ENFORCEMENT.** All persons, firms, associations, and corporations who now own, or who may in the future own, property in the subdivision are specifically given the right to enforce these covenants through any proceeding, at law or in equity, against any person or persons, firms and corporations violating or threatening to violate such covenants, and to recover any damages suffered by them from any violation thereof. Neither the Declarant nor the Design Review Committee shall be obligated to enforce any covenant through legal proceedings.

4) **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which at all times shall remain in full force and effect.

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5) DESIGN REVIEW COMMITTEE.

A. The Design Review Committee shall initially be composed of three persons to be chosen by the Developer. The Developer has the authority to remove any member of the initial committee, with or without cause. In the event of death, resignation or removal of any member of the initial committee, the above-mentioned Developer shall have full authority to designate a successor or successors. The Design Review Committee may designate one of its members to take any action or to perform any duties for and on behalf of the Committee. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this Covenant. The initial Design Review Committee shall exist until such time as the Developer states in writing to all individual owners of lots in Del Prado Subdivision, Phase 5, at Sonoma Ranch East subdivision that control shall pass to whomever the majority of those lot owners shall elect. A majority of the lot owners shall determine the means of the continuation and succession of members of the Design Review Committee after notice has been served. Such notice shall be given at the latest after the conveyance by the Developer of the last lot in Del Prado Subdivision, Phase 5, at Sonoma Ranch East Subdivision; however, failure to give such notice shall not extend the term of any member of the Committee, nor shall Sonoma Ranch Construction, LLC, be liable therefore.

B. In addition to other powers and authority vested in the Design Review Committee, it shall also: rule upon any questions arising with respect to interpretation of the protective covenants; grant variations from these covenants at its discretion, and, if necessary, may, but shall not be required to, take any action necessary to enforce the same on behalf of all parties having an interest. Such shall not preclude any other person authorized by law from either enforcing or enjoining the enforcement of these restrictive covenants.

C. The Design Review Committee shall also serve as an architectural review committee. The Design Review Committee shall issue standards or rules ("Design Standards") relating to the procedures, materials to be submitted and additional factors which will be taken into consideration in connection with the approval of any proposed improvements to the property.

D. The review of any plans submitted to the Design Review Committee, and any approval thereof, is intended and shall be construed solely as review of compliance with these Protective Covenants, and shall not be deemed or construed in any way to include review and/or approval of compliance with applicable laws, codes or regulations, nor of safety, habitability, stability or any other matter, all of which are the responsibility solely of the architect, builder and/or owner of the improvements for which plans are submitted.

6) DESIGN REVIEW. No building, wall or fence shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure having been approved by the Design Review Committee as to materials and compliance with these covenants. No exterior portion of a structure (including doors) may be painted until the Design Review Committee has approved the color. Approval shall be as provided in Paragraph I-6.

7) PROCEDURE. Owners shall submit plans and specifications to the Committee, along with forms designated and included in Design Standards. The Committee's approval or disapproval as required in

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these covenants shall be in writing, and given within ten (10) working days of the submission of all required information. In the event the Design Review Committee fails to act on submitted plans within the 10-working-day review period, then the plans shall be deemed approved.

8) NON-LIABILITY. Neither the Developer nor the Design Review Committee shall incur liability to anyone submitting plans for approval, or to any owner or owners of land subject to these covenants by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval, or disapproval, or failure to approve any such plans; anyone submitting plans for approval, by the submitting of such plans, and by acquiring title to any of the property covered hereby, waives his claim for any such damages.

9) APPLICABILITY. The conditions and restrictions imposed herein shall apply to all lots within Del Prado Subdivision, Phase 5, at Sonoma Ranch East Subdivision, unless the Design Review Committee as provided herein grants variations.

II. GENERAL RESTRICTIONS

1) The following restrictions as to use shall apply to all lots within the subdivisions:

A. Only one single family dwelling on each lot is permitted. No geodesic dome, cubical, or A-frame structures are permitted as residences or for any other purposes. No mobile homes (single wide or double wide); manufactured housing, prefabricated or modular homes are permitted, whether or not they are permanently attached to the land, and whether or not improvements are added to such mobile homes or manufactured housing or modular homes. The temporary sales office of the Developer is not, however, subject to this paragraph.

B. No residence shall be erected, altered, placed or permitted to remain on any lot with fully enclosed living area of less than 1300 square feet of heated living area, exclusive of garages, open porches, accessory buildings or other covered areas, with the exception of a temporary sales office placed upon a lot by the Developer, which shall remain only until the sale of the last lot in Del Prado Subdivision, Phase 5, at Sonoma Ranch East Subdivisions.

C. No structure on any lot shall exceed two stories above grade, with a maximum height of twenty-three (23) feet above the highest finished grade of the lot, except for chimneys of reasonable size. Each dwelling shall have a two car garage, being a minimum size of 400 square feet, and having one 16' by 7' door or two 8' by 7' doors at a minimum.

D. No building or any part thereof, including garages, shall be erected on any lot closer to the respective property line than as follows:

Front of garage	25 feet
Front of house	15 feet
Side street setback	12 feet
Side yard setback	5 feet
Rear yard setback	15 feet

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E. All buildings erected, placed or permitted to remain on any lot shall be situated only within that portion of said lot not restricted from use by an easement or right-of-way. At street intersections, lots having frontage on two (2) streets shall have one (1) street declared by the Design Review Committee, on approval of structural plans, as the street where the "Front setback" applies. The other street shall have a minimum "Side street setback" which shall apply.

F. Should any residence be constructed on more than one lot, the exterior lines of lot ownership shall be used for determining the front, rear and side lot setbacks subject to existing easements.

G. All buildings constructed in the Subdivision shall be frame and stucco, adobe, rammed earth or other such surfaces and materials as may be authorized by the Design Review Committee. Brick and wood siding are not acceptable surfaces. Garages, carports and permitted accessory buildings shall conform in material and design to the dwelling to which they pertain. No metal storage buildings shall be allowed on any lot. Only exterior surface materials in the Del Prado Subdivision, Phase 5, color palette adopted by the Declarant, shall be used for any residence, accessory structure, wall or fence. The construction of each building must comply with the New Mexico Uniform Building Code or the Building Code enforced by the City of Las Cruces.

H. No identical front elevations or colors will be allowed side by side. Elevations shall be only those in the models in Del Prado, Phase 5, at Sonoma Ranch East approved by the Declarant.

I. A grading plan showing finished elevations in the retention or detention areas has been approved by the City of Las Cruces. No grading, land filling, excavating, or other alterations will be done in the retention or detention areas except pursuant to the approved plan or revision approved by the City of Las Cruces and by the Design Review Committee.

J. No impervious materials can be used to replace or cover areas used for drainage or ponding.

K. No manufacturing or commercial enterprise of any kind for profit shall be maintained on, in front of, or in connection with single family residential lots in the subdivisions; except home occupations or professionals in businesses engaged in recognized non-manufacturing professions may be permitted which would be in accordance with the codes of the City of Las Cruces.

L. There shall be no fair, exhibition, festival, show or other activity that attracts or is intended to attract, divert, or collect a large number of persons. Such restrictions shall not prevent, however, what is commonly known as "garage sales" or backyard parties conducted by residents or their children living in the subdivisions, provided such are only occasional. Open houses for the purpose of selling a home and model home shows for the same purpose may be held.

M. No animals, livestock, including horses, donkeys, and mules, or poultry or swine of any kind shall be raised, bred, or kept on any lot. Dogs, cats or other domesticated, household pets may be kept; provided, however, that they are not kept, bred or maintained for any commercial purpose, and further provided they do not disturb other property owners or become a nuisance in any way.

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N. Use and occupancy of all portions of the subdivisions shall be subject to zoning, building, health, sewage disposal and sanitation laws and regulations and all other applicable laws and regulations of the State of New Mexico and/or all government agencies having jurisdiction; the Declarants, its successors or assigns, may also impose rules and covenants regulating such matters from time-to-time.

O. Subdivision lots shall not be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any portion of the Subdivisions or within 500 feet below the surface of the Subdivisions.

P. Each lot owner shall be responsible for removing weeds and other debris located on such Owner's lot and for maintaining, repairing and replacing in a good state of repair and in a neat and attractive condition all other improvements to Owner's lot.

2) TEMPORARY USES.

A. Any lot or portion thereof may be used temporarily by the Developer as a sales office, model home complex, or storage and construction yard during the construction and sales period, provided that all temporary uses defined herein must have the prior written approval of the Design Review Committee.

B. No lot shall be used for the storage of any construction or other materials except for a period of up to thirty (30) days prior to the start of construction and during the construction period.

3) CONSTRUCTION.

A. All construction, whether new construction, alterations, additions or exterior remodeling, shall be completed in accordance with plans approved by the Design Review Committee within six (6) months from commencement of construction. All construction shall commence upon each lot within eighteen (18) months from the date of purchase of said lot from the Developer or at the Developer's option, the Developer may re-purchase the lot at the original purchase price. The Developer must exercise this option within 30 days from the 18-month date or it shall lose the right to exercise this option.

B. No building previously used at another location nor any building or structure originally constructed as a mobile dwelling, except when used as a temporary sales office, may be moved onto a lot, except as expressly approved by the Design Review Committee.

4) LANDSCAPING.

Landscaping is required on all lots.

The Declarant will install the original landscaping in the front yard of each house within in the subdivision. Del Prado Subdivision, Phase 5, at Sonoma Ranch East Homeowners Association is responsible for the maintenance of the front yard, to include mowing, weeding, fertilizing, pruning and replacing plants

that are damaged or destroyed. The Association, however, may seek reimbursement for costs associated with such maintenance from any homeowner whose negligence has caused it to incur maintenance expenses.

Other than replacing landscaping items which have been damaged or destroyed or need to be replaced as a result of wear or tear, homeowners may not make changes in the landscaping in the front yard without first seeking and obtaining permission from the Design Review Committee.

Each lot owner must landscape the back yard of their lot. The landscaping in the back yard must be completed within ninety (90) days of closing when the lot owner purchases the lot.

A. Typical desert environment and drought resistant landscaping is encouraged. However, a sufficiently visible amount of foliage must be present on each building lot to comply with the landscaping requirements herein established or subsequently amended. The Design Review Committee shall be the final authority as to acceptability and the following criteria shall be used as a guideline for the required landscaping:

1. One (1) two inch (2") caliper broadleaf tree which when mature will reach a minimum height of 20 feet. (Two required if the side yard abuts a street.) Should a second tree be required by FHA or other Governmental regulation, such tree can be a 1" caliper broadleaf, unless it is in the side yard tree on an abutting street, then it must be as required above. Examples are: seedless locust, ash, red leaf maple, and similar varieties.

2. One (1) intermediate size shrub-brush planting which, when mature will reach a minimum height and width of 8 feet. (Two required if the side yard abuts a street.) Examples are Photinia, Texas sage, oleander, India Hawthorne, pyracantha, forsythia, spirea, sumac, and similar varieties.

3. Six (6) lower foundation plantings which when mature will reach a height of 2 - 3 feet (eight required if the side yard abuts a street). Examples are: Most of the above shrubs, plus nandina, rosemary, mock orange, tam junipers and similar varieties, however, no more than 2 of the above required 5 plantings shall be a juniper variety.

4. An assortment of other hardy, drought-resistant broad leaf plantings, including cacti, yucca, cholla, agave, century plant, ocotillo and similar plantings are acceptable and encouraged in addition to or instead of the above required plantings.

5. For lots that are landscaped by the developer, no grass shall be used to cover those areas of the front yard not planted or covered otherwise. In no event is the natural sandy surface to be left exposed and un-landscaped. Examples of materials which can be used to cover the natural sandy surface are: crushed rock, crusher fines, brick, crushed brick, paving stone, and similar materials. A minimum of 6 mm. black plastic shall be used under any inorganic material in the front and side yards. The landscaping material shall cover the plastic in such quantity that the underlying plastic shall not show through the surface material.

6. Any variation in use or placement of materials as prescribed above must first be approved by the Design Review Committee.

Recorded 12/02/2008 DAC

B. At any time a substantial change, alteration or modification is made to the front yard or side yard of a lot relative to landscaping, the Committee must approve such substantial change, modification or alteration. Excluded shall be the instance where plants, trees, shrubbery or other landscaping materials may die, be destroyed, removed or similarly caused to be reduced in quantity and as such require replanting or replacement according to the same rules as apply to the initial planting requirements set forth above.

5) FENCING AND WALLS.

A. Any fence, wall, building or structure placed on the lot shall be in compliance with the set back and zoning requirements of the City of Las Cruces, and shall not impair the drainage function of the ponding areas, as shown on the plat. All perimeter and/or retaining walls and fences shall be placed on the dividing lines between lots, except that all lots that are immediately adjacent to and bounded by land not in the Del Prado Subdivision, Phase 5, at Sonoma Ranch East Subdivisions shall have walls or fences along said perimeter lines completely within the perimeter lot lines, and said perimeter wall shall not be party walls. Retaining walls shall be party walls if placed on the common property line between two (2) lots, and shall not be removed by either property owner without the written consent of the other party and the Design Review Committee.

All lots are required to have perimeter walls or fences constructed. Such required walls must extend along the side lot lines from the rear most point of the dwelling to the rear lot line and along the rear lot line in its entirety. Other walls and fences are optional. The party walls shall be a minimum of forty-two (42) inches in height, except where otherwise physically limited to a lower height. The party walls shall be no more than six (6) feet in height except retaining walls that are party walls.

B. All fences, perimeter walls, and retaining walls in view from at least one side, shall be constructed of rock or stone in conformance with what is known as "Las Cruces Rock Walls" standards, materials and styles, and shall be of a yellow, reddish or tan color, rather than gray in color. However, those walls, forming the "return" from the residence, or courtyard and patio walls tied to the residence, may be of the same material used in the residence construction.

C. Decorative wrought iron may be used for wall accents, gates and such, subject to Design Review Committee approval.

D. Tin or other sheet metal, chain link, wire and barbed wire are specifically prohibited, except wire fences may be constructed for dog runs when located within and enclosed by a permitted exterior fence. The fence height for such runs shall be a maximum of one (1) foot taller in height than the exterior fence.

E. Perimeter fences shall be six (6) feet in height or less, when measured directly from the highest adjacent ground surface, and may be erected on that portion of a lot situated to the rear of the front wall of the main building except retaining walls which may be higher.

6) BOATS, TRAILERS, CAMPERS, AND RECREATIONAL VEHICLES.

Boats, campers, other trailers, recreational and similar vehicles or equipment may not be parked or stored on any lot, street, or common area. Notwithstanding the foregoing, such a vehicle may be temporarily parked on a lot or on the street in front of a lot owner's property solely for the purposes of loading or unloading the vehicle. The vehicle shall remain there for no longer than is reasonably necessary to load or unload but, in no circumstances, more than 24 hours. If a lot owner's guest is driving a recreational vehicle, that recreational vehicle may be parked on the lot owner's property for a period not to exceed three (3) days.

7) GARBAGE AND TRASH.

No refuse, garbage, trash, collection container, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, junk cars, paint cans, oil, flammable objects, concrete tailings, rock wall residue, refuse or debris of any kind shall be kept, stored or allowed to accumulate on any lot except within an enclosed structure or area appropriately screened from view. Rubbish and garbage must be kept in suitable containers provided by the City of Las Cruces and removed from lots by such in accordance with ordinances, rules and regulations of the City of Las Cruces, and all regulations promulgated thereunder. No rubbish or garbage may be burned or dumped on lots or elsewhere in the subdivisions.

8) ANTENNAE, EQUIPMENT, PIPES, UTILITY LINES, AND TRANSMITTERS.

A. Pipes for water, gas, sewer, drainage, or other purposes, and wires, poles, aerials, antennae, satellite dishes and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities, such as solar equipment, shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure and shall not be visible from the street. Any items that can not meet these requirements shall be subject to the approval of the Design Review Committee. No transmission towers, or microwave equipment shall be erected or placed on the property.

B. Evaporative or refrigerated air cooler(s), if erected or maintained on the roof of any premises, shall be effectively screened or otherwise hidden from view from any public place or adjoining lot as determined by the Design Review Committee.

9) SIGNS.

No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any residential lot or on any building erected thereon, other than one (1) name plate of the occupant of any residence upon which his or her professional or occupational title may also be added, and provided no such sign or name plate shall exceed a size of one square foot, and no such sign shall be lighted. Provided, however, that permission is granted for the erection and maintenance of not more than one signboard to each lot, during the course of its resale, which signboard shall not exceed forty-eight (48) square feet. Notwithstanding anything herein contained to the contrary, nothing herein shall be construed to prevent the Developer from erecting, placing, or maintaining sign structures and offices as may be determined necessary by the Developer to promote sale and development of lots or properties within the subdivision.

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Notwithstanding the foregoing paragraph, until a dwelling has been erected on each lot within Del Prado, Phase 5, at Sonoma Ranch East, and each such dwelling sold, the only sign which shall be used to advertise that the property is either for sale or for rent shall be the signed approved by the Developer, with an appropriate place to identify either the lot owner or the broker.

10) FLAGS/PENNANTS

No flags or pennants may be used in the subdivisions on homes or lots without approval of the Design Review Committee. Notwithstanding anything contained herein to the contrary, however, each home may display an American flag provided that it is not bigger than three feet (3') by five feet (5').

11) SITE TRIANGLE AT INTERSECTIONS.

There is required an area of unobstructed vision at street intersections, entrances/exits, which permits a vehicle driver to see approaching vehicles to the right or left. Nothing over three (3) feet in height measured from the street at the point where the pavement meets the curb-stone, shall be permitted to obstruct a sight line which shall be the front street and side street lines of a corner lot and a line connecting points thirty (30) feet distance from the intersection of the property line of such lot.

Trees located within the clear sight triangle will be allowed if all branches are trimmed from a height between three (3) feet and eight (8) feet.

No single post or column within the designated triangle shall exceed twelve (12) inches in thickness at its greatest cross-section dimension.

III. EASEMENTS, STORM DRAINAGE AND SUPPORT STRUCTURES

1) EASEMENTS.

A. Utility easements and rights-of-way designated on the plat of the Subdivision, as amended from time-to-time, are hereby reserved unto the Declarant, and the City of Las Cruces and all public and private utility companies (as specifically shown as such plat or assigned by the Declarant) for the construction, installation and maintenance of any and all utilities, such as power, cable, gas lines, drains, roads, water supply lines, telephone and telegraph lines or the like, necessary or desirable for public health, welfare and convenience.

B. Within these easements no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or streets. Within each drainage easement, no temporary or permanent structure shall be placed, and no structure, or planting or movement of materials shall be permitted which may interfere with the direction of flow in the drainage channels in the easements, unless approval is first obtained from the City of Las Cruces and then once again by the Design Review Committee.

C. All easements shall be kept free from alteration, and owners of lots containing such easements shall keep them free from permanent structures and shall provide access without trespass by

maintenance personnel for the installation, upkeep, repair, removal and replacement of such facilities which may be constructed within those easements.

D. Each lot in the subdivision has an area designated on the Plat that is a ponding area. Each lot owner is responsible for retaining water on that owner's lot as called for on the Plat. The swale, slope or indentation which acts as the ponding area may not be altered unless consent is obtained from the City of Las Cruces and then again by the Design Review Committee.

E. Sale of any lot shall include all rights of Declarant in and to the street, road or highway affronting the same, subject however 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, roads and highways within or abutting the Subdivision without the consent of any owner within the Subdivision.

F. All public and private rights-of-way, including streets and roads shown on the recorded plats for the subdivision, shall also be considered a utility easement. Such easements shall be measured by a perpendicular (or radial on curves) from the front property corners of all lots to the centerline of such street or road.

2) SECURITY SERVICES

The Declarant or Del Prado Subdivision, Phase 5, at Sonoma Ranch East Homeowners Association, may establish security for the subdivision. Such security will be borne as a common expense of the Association itself.

IV. MISCELLANEOUS PROVISIONS

1) Each grantee of a lot within Del Prado Subdivision, Phase 5, at Sonoma Ranch East Subdivision by the acceptance of a deed or conveyance, 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 ensure 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.

2) Each lot is also a member of Sonoma Ranch East Subdivision and the Del Prado swimming pool pavilion and therefore must pay assessments. The current assessments are \$125 per year for Sonoma Ranch East Subdivision and \$22 per month for the Del Prado swimming pool pavilion.

3) Any provision hereof may be changed, amended or rescinded by written instrument setting forth such amendment which has been approved by owners of ninety (90) percent of the lot owners, and executed by the members of the Design Review Committee.

4) The agent for service of process upon the Developer is David M. Steinborn, 141 Roadrunner Parkway, Suite 224, Las Cruces, NM, 88011.

5) Any amendment, change, modification or rescission of this Declaration shall be effective only when filed for record in the office of the County Clerk of Dona Ana County, New Mexico. No amendment, change, modification or rescission of any provision of this Declaration shall be valid or effective if such amendment, change, modification or rescission violates or conflicts with any applicable statute of New Mexico.

6) Declarant shall have, retain, and reserve certain rights until the last lot within the subdivisions has been sold and conveyed.

7) Each grantee of a lot within the Subdivision is hereby placed on notice of the plans of the Developer to develop other lands, including other units or phases of both Sonoma Ranch East Subdivision and Del Prado Subdivision, at Sonoma Ranch East Subdivision, and other adjacent subdivisions, in the City limits of Las Cruces, having minimum lot sizes as required under districts zoned or classified R-1 by the City of Las Cruces zoning code and regulations and containing certain multi-family, and commercial lots. Each grantee accepting a grant of a lot, subject to these Protective Covenants, hereby consents to such development and covenants not to oppose such development provided such development is not in violation of law.

7) It is further stipulated that breach of any of the foregoing conditions and covenants shall not affect any mortgage or other lien which in good faith may be existing at the time upon said property or any improvements thereon.

9) Nothing contained in this Declaration or in any form of deed which may be used by the Declarant or its successors and assigns in selling any lot shall be deemed to vest or reserve in Declarant or the Association any right of reversion for breach or violation hereof, and any such reversionary right is hereby expressly waived by Declarant.

V. DEFINITION

The term "Declarant," as used herein, means Sonoma Ranch Construction, LLC, a New Mexico limited liability company, and its successors or assigns as Developer of the Subdivision. Any such successor or assign intended to become the "Declarant" hereunder shall be designated as such in the instrument of conveyance from the then-Declarant to such successor or assign.

VI. EFFECTIVE DATE

These restrictions, covenants and reservations, and any amendments or exceptions thereto shall be effective as of the date of their filing with the County Clerk of Doña Ana County, New Mexico.

DATED at Las Cruces, New Mexico, this 24th day of November, 2008.

SONOMA RANCH CONSTRUCTION, LLC

By: [Signature]
David M. Steinborn, Member

[Signature]
George B. Rawson, Member

[Signature]
Dale A. Schueller, Member

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STATE OF NEW MEXICO)
) ss.
COUNTY OF DOÑA ANA)

The foregoing instrument was acknowledged before me this 24th day of November, 2008, by David M. Steinborn, George B. Rawson and Dale A. Schueller, Members of Sonoma Ranch Construction, LLC, a New Mexico limited liability company.

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

[Signature]
Notary Public



COUNTY OF DONA ANA) COVENANTS
STATE OF NEW MEXICO) ss PAGES: 12

I Hereby Certify That This Instrument Was Filed for Record On The 2ND Day Of December, 2008 at 11:10:00 AM And Was Duly Recorded as Instrument #0832335 Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office
Rita Torres
Deputy [Signature] County Clerk, Dona Ana, NM