

PURCHASE AGREEMENT ADDENDUM & AMENDMENT
(For DOVE CROSSING SUBDIVISION)
Revised 6-12-2007

The following agreement is an addendum and amendment to the Purchase Agreement first dated _____ between the SELLER Dove Crossing LLC and BUYER _____ for the property located at: Dove Crossing Subdivision. Legal Description: Lot _____, Block _____ Dove Crossing Subdivision as shown by the plat to be recorded in the Plat Records in the office of the County Clerk of Dona Ana County, Las Cruces, New Mexico in Book 21, pages 696 through 697.

It is mutually understood and agreed that the following terms and conditions shall be made a part of the above described Purchase Agreement. If there are contradictions or ambiguities between this addendum and the previously referenced Purchase Agreement, then this addendum shall be deemed to amend the Purchase Agreement:

1. DISCLOSURES AND ACKNOWLEDGMENTS:

BUYER acknowledges that BUYER is not relying upon any of SELLER'S interpretation of covenants or deed restrictions. BUYER shall satisfy himself/herself as to the meaning of covenants and deed restrictions based on BUYER'S own interpretation or that of an independent legal consultant. BUYER acknowledges that SELLER does not represent or warrant that no violations of said covenants or deed restrictions exist within said subdivision at this time and, if any such violations do exist, BUYER releases SELLER from all liability therefore, and agrees to save and hold SELLER harmless there from
_____/_____ (BUYER'S initials).

BUYER also declares that BUYER is purchasing said Lot upon BUYER'S own examination and judgment and not by reason of any representation made to BUYER by SELLER or SELLER'S Real Estate agent as to the Lot's value, future value, views from said Lot, or soil bearing capacity or as to the nature of any future surrounding subdivisions whether developed by SELLER or others. SELLER does not guarantee unrestricted views from any lot
_____/_____ (BUYER'S initials).

SELLER herein discloses to BUYER that until the majority of lots in the area are built upon and landscaped, there is a high probability that sand will continually blow into the yard. BUYER acknowledges and agrees that SELLER or his agents do not warrant against damage done to the landscaping or to the dwelling due to precipitation or blowing sand from the surrounding lots or subdivision(s) or future subdivisions
_____/_____ (Buyer's initials).

BUYER acknowledges receipt of a good and accurate copy of the declaration of covenants for this subdivision, and herein agrees to abide by them if BUYER closes on subject lot. BUYER further agrees to give a good and accurate copy of said declaration of covenants to anyone that BUYER grants title to
_____/_____ (BUYER'S initials).

SELLER declares and BUYER acknowledges that one of the SELLERS is a licensed New Mexico Real Estate Broker

_____/_____(BUYER'S initials).

SELLER declares and BUYER acknowledges that the following items are not included in the purchase price of the lot: rock walls, water meter, sidewalk, water, sewer, gas, hook up fees, park fees, and utility impact fees

_____/_____(BUYER'S initials).

SELLER has filed a Notice of Intent (NOI), submitted a Storm Water Pollution Prevention Plan (SWPPP), and has been permitted under the National Pollutant Discharge Elimination System (NPDES) general permit # NMR150000 for the entire subdivision. BUYER agrees to abide by the regulations of the Environmental Protection Agency (EPA) and the SWAPPP, and BUYER agrees to reimburse SELLER for any and all fines levied by the EPA against SELLER resulting from any non conformity of BUYER or BUYER'S contractors with the SWAPPP or other regulations of the EPA and any legal fees needed to collect said reimbursement. It is understood by both BUYER and SELLER that BUYER is only responsible for those regulations and fines associated directly with BUYER'S lot. BUYER acknowledges receipt of the SWAPPP

_____/_____(BUYER'S initials).

2. ADDITIONAL DEED RESTRICTIONS: The following deed restrictions shall be included on the SELLER'S warranty deed to the BUYER (S):

- a. The Grantee herein, his successors and assigns may not alter in any manner, the original approved grading plan of the Lot, as filed with the City of Las Cruces, unless the same is approved in writing by the City of Las Cruces, its successors or assigns.
- b. This conveyance is made subject to the protective covenants, conditions, reservations and restrictions of record and the Grantees herein expressly agree to keep and perform all of the same.

3. Buyer acknowledges that blue prints will be submitted and approved by the Architectural Committee before construction begins.

_____/_____
Buyer's initials

4. This addendum and amendment, upon its execution by both parties, is herewith made an integral part of the aforementioned Purchase Agreement.

Dated: _____ Time: _____

Dated: _____ Time: _____

BUYER:

SELLER:

For Dove Crossing LLC

BUYER:

SELLER:

For Dove Crossing LLC