

**TWELFTH SUPPLEMENTAL DECLARATION TO DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR HIGH DESERT RESIDENTIAL PROPERTIES  
(Lot 44, Desert Sky Village)**

THIS TWELFTH SUPPLEMENTAL DECLARATION is made this 7th day of January, 1997, by High Desert Investment Corporation, a New Mexico corporation ("Declarant").

**BACKGROUND STATEMENT**

A. On December 22, 1993, Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties, which was recorded on December 22, 1993, as Document 93145417 in Book 93-37, Pages 1-87, in the Office of the County Clerk of Bernalillo County, New Mexico which was amended by (i) the First Amendment to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties, which was recorded on February 24, 1995, as Document 95018895 in Book 95-5, Pages 2271-2274, in the Office of the County Clerk of Bernalillo County, New Mexico, (ii) the Second Amendment to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties, which was recorded on March 8, 1995, as Document 95023420 in Book 95-6, Pages 2332-2334, in the Office of the County Clerk of Bernalillo County, New Mexico, (iii) Third Amendment to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties, which was recorded on December 4, 1995, as Document 95123873 in Book 95-29, Pages 4886-4891, in the Office of the County Clerk of Bernalillo County, New Mexico and (iv) Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties, which was recorded on December 4, 1995, as Document 95123873 in Book 95-29, Pages 4886-4891, in the Office of the County Clerk of Bernalillo County, New Mexico and which was supplemented by (i) the Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Properties (Tract 15A), which was recorded March 14, 1995, as Document 95025598 in Book 95-6, Pages 6854-6858, in the Office of the County Clerk of Bernalillo County, New Mexico, (ii) the Second Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Properties (Tracts 3B and 3C), which was recorded June 19, 1995, as Document 95060324 in Book 95-14, Pages 6088-6092, in the Office of the County Clerk of Bernalillo County, New Mexico, (iii) the Third Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Properties (Tract 3A), which was recorded August 18, 1995, as Document 95082948 in Book 95-19, Pages 8921-8925, in the Office of the County Clerk of Bernalillo County, New Mexico, (iv) the Fourth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Properties (Unit 2

the Highlands/Tract 15B), which was recorded August 29, 1995, as Document 95087321 in Book 95-20, Pages 8831-8836, in the Office of the County Clerk of Bernalillo County, New Mexico, (v) the Fifth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Properties (Tracts 3B and 3C, Trillium Village), which was recorded December 12, 1995, as Document 95126995 in Book 95-30, Pages 1868-1874, in the Office of the County Clerk of Bernalillo County, New Mexico, (vi) the Sixth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Properties (Tract 2A-1A-1), which was recorded February 1, 1996, as Document 96012264 in Book 96-3, Pages 7513-7519, in the Office of the County Clerk of Bernalillo County, New Mexico, (vii) the Seventh Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Properties (Lots 1 through 36 inclusive, Solterra Subdivision Unit 1 at High Desert), which was recorded May 20, 1996, as Document 96056432 in Book 96-14, Pages 2006-2010, in the Office of the County Clerk of Bernalillo County, New Mexico, (viii) Eighth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Properties (Tract 2A-1B-1, Tierra Del Oso Village), which was recorded May 30, 1996, as Document 96060081 in Book 96-15, Pages 673-677, records of Bernalillo County, New Mexico, (ix) Ninth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Properties (Tract 4B), which was recorded September 4, 1996, as Document 96098319 in Book 96-24, Pages 2814-2818, records of Bernalillo County, New Mexico, (x) Tenth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Properties (Tract 14B/Unit 2A, the Highlands), which was recorded September 5, 1996, as Document 96099282 in Book 96-24, Pages 4841-4845, records of Bernalillo County, New Mexico, and (xi) Eleventh Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (Tracts 3B and 3C, Trillium Village), which was recorded November 6, 1996, as Document 96121693 in Book 96-29, Pages 9094-9098, records of Bernalillo County, New Mexico (the "Declaration").

B. Pursuant to the terms of Section 9.4 of the Declaration, the Declarant may unilaterally subject any portion of the property submitted to the Declaration initially or by Supplemental Declaration to additional covenants or easements.

C. Scott Patrick, Inc., a New Mexico corporation ("Owner") is the owner of the property described on Exhibit "A" which is located in the Desert Sky Village at High Desert ("Lot 44 of Desert Sky Village") attached hereto and by this reference incorporated herein. Lot 44 of Desert Sky Village is a portion of the property described on Exhibit "B" of the Declaration. Declarant wishes to subject Lot 44 of Desert Sky Village to the

additional covenants set forth in this Twelfth Supplemental Declaration.

D. Capitalized terms not otherwise defined herein are as defined in the Declaration.

Declarant hereby declares that Lot 44 of Desert Sky Village shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which shall run with Lot 44 of Desert Sky Village. This Twelfth Supplemental Declaration shall be binding on and shall inure to the benefit of Declarant, the Association, and all parties having any right, title, or interest in Lot 44 of Desert Sky Village or any part thereof, their heirs, successors, successors-in title, and assigns.

W I T N E S S E T H:

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration:

1. Declaration and Design Guidelines. The easements, restrictions, covenants, and conditions contained in this Twelfth Supplemental Declaration are additional to and supplement those contained in the Declaration and the High Desert Guidelines for Sustainability Builder Homes approved by the Association as provided in the Declaration (the "Design Guidelines"). This Twelfth Supplemental Declaration shall not limit in any way the effectiveness of the Declaration or the Design Guidelines. The terms of the Declaration, specifically including but not limited to Article X and Section 18.1 of the Declaration, are incorporated herein by reference.

2. Restrictions on Height of Structures. The following restrictions apply to limit the height of structures built on Lot 44 of Desert Sky Village: Structures may only be single story with a maximum height not to exceed 18 feet (measured from the grade for the lot approved by the City of Albuquerque and set forth in the engineer certified grading plan for the Desert Sky Village to the highest point on the roof).

3. Walls.

A. All walls that are located on the common property line between adjoining Units shall be party walls that may not be removed by either property owner of the adjoining lots. The cost of installation and maintenance of such party walls shall be split equally between the property owners of the adjoining Units.

B. No wall or fence may be erected on a Unit that is closer to the street than the front of the dwelling on the Unit, except for courtyard walls.

C. Each Unit must have a rear wall and two side walls. All rear walls shall extend the entire length of the rear property line. All side walls shall extend from the rear of the lot to at least the rear of the dwelling on the Unit.

4. Vacant Lots; Destruction. There shall be no trash, ashes, paper or refuse of any kind thrown or dumped onto Lot 44 of Desert Sky Village. In addition to any obligation of Owners set forth in the Declaration relating to maintenance of Units, (i) the Owner of Lot 44 of Desert Sky Village when vacant shall be responsible to keep the Unit cleared of all weeds, trash and any other impediment that is visually or otherwise undesirable and (ii) the Owner Lot 44 of Desert Sky Village upon which a structure is destroyed by fire or other casualty shall either promptly rebuild, repair or replace the structure in compliance with the Declaration and Design Guidelines or remove the debris (including foundations) from the Unit.

5. Timing of Construction. All dwellings constructed on Lot 44 of Desert Sky Village shall be completed in accordance with the plans and specifications approved by the New Construction Committee within four months after the date that construction was commenced.

6. Restricted Activities. Declarant hereby supplements Section 12.6(b) of the Declaration to amend subsections (i), (vi) and (xii) and to add the following new subsections which shall apply to Lot 44 of Desert Sky Village:

(i) subsection (i) is amended to prohibit the use of any trailer, motor home, boat, shack, tent, garage or any other outbuilding (permitted or not) as a residence, either temporarily or permanently, provided however, that one motor home or boat may be kept in the driveway or in front of a Unit for no more than ten days per year;

(vi) subsection (vi) is amended to provide that, with the approval of Declarant, one or more Units may be combined through replatting of the Units to form one Unit and one building site;

(xii) subsection (xii) is amended to prohibit the placement, permanently or temporarily, of any kind of antenna (radio, shortwave radio, television or others) or satellite dish on the outside portions of the Unit,

without the prior approval of the New Construction Committee;

(xiii) Any construction, erection, placement, assembly, or maintenance of any outbuilding or storage building or other auxiliary building of any nature, permanent or temporary, detached from the permitted improvements on the Unit;

(xiv) Any construction or maintenance of any billboard, poster board or adverting structure of any kind on any part of any Unit except those permitted by the Design Guidelines by builders and architects during construction of permitted improvements on the Unit;

(xv) Construction of any improvements other than a single family residence.

7. Desert Sky Village Property Supplemental Declaration. Declarant and Owner acknowledge that the owners of the remainder of the Desert Sky Village intend to subject the entire Desert Sky Village to a supplemental declaration with terms similar to those continued in this Twelfth Supplemental Declaration, with the consent of Declarant. THIS TWELFTH SUPPLEMENTAL DECLARATION SHALL BECOME A PART OF, AND WILL BE EFFECTIVE ONLY UPON RECORDATION OF, THE SUPPLEMENTAL DECLARATION FOR ALL OF DESERT SKY VILLAGE. At such time, this Twelfth Declaration shall be subject to the amendment provisions of the supplemental declaration for all of Desert Sky Village. If the supplemental declaration for all of Desert Sky Village is not recorded by June 30, 1998, this Twelfth Supplemental Declaration shall automatically terminate.

8. Consent of Owner. Owner, by its signature below, consents to this Twelfth Supplemental Declaration, specifically to the terms of Section 7 of this Twelfth Supplemental Declaration and to the terms of the supplemental declaration for all of Desert Sky Village referred to in Section 7. This consent constitutes the written consent of the property owners required under Section 9.4 of the Declaration.

IN WITNESS WHEREOF, the undersigned, on behalf of the Declarant, have executed this Twelfth Supplemental Declaration as of the day and year first written above.

HIGH DESERT INVESTMENT CORPORATION, a  
New Mexico corporation

By: /s/ Douglas H. Collister  
Name: Douglas H. Collister

Title: President

By: /s/ Jack Eichorn  
Name: Jack Eichorn  
Title: Vice President

Address: 13000 Academy Road, N.E.  
Albuquerque, NM 87111

Date Signed: January 7, 1997

CONSENTED TO:

SCOTT PATRICK, INC., a New Mexico  
corporation

By: /s/ Scott P. Schiabor  
Name: Scott P. Schiabor  
Title: President

Date Signed: January 7, 1997

STATE OF NEW MEXICO        )  
                                  )ss.  
COUNTY OF BERNALILLO    )

This instrument was acknowledged before me on 7th of  
January, 1997, by Douglas H. Collister, President of High Desert  
Investment Corporation, a New Mexico corporation.

/s/Karla I. McWhorter  
Notary Public

My Commission Expires:  
February 27, 1999

STATE OF NEW MEXICO            )  
                                          )ss.  
COUNTY OF BERNALILLO        )

This instrument was acknowledged before me on 7th of January, 1997, by Jack Eichorn, Vice President of High Desert Investment Corporation, a New Mexico corporation.

/s/ Karla I. McWhorter  
Notary Public

My Commission Expires:  
February 27, 1999

STATE OF NEW MEXICO            )  
                                          )ss.  
COUNTY OF BERNALILLO        )

This instrument was acknowledged before me on 7th of January, 1997, by Scott P. Schiabor, President of Scott Patrick, Inc., a New Mexico corporation.

/s/ Karla I. McWhorter  
Notary Public

My Commission Expires:  
February 27, 1999

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EXHIBIT "A"

Lot 44 of Unit 1 of Desert Sky at High Desert, Albuquerque, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on September 22, 1995, in Map Book 95C, folio 353.