

THIRTY-SECOND SUPPLEMENTAL DECLARATION TO DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR HIGH DESERT RESIDENTIAL PROPERTIES  
(Enclave Village)

THIS THIRTY-SECOND SUPPLEMENTAL DECLARATION (the "Enclave Declaration") is made this 29th day of October, 1999, 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, (iv) Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties, which was recorded on March 26, 1996, as Document 96034023 in Book 96-8, Pages 7743-7745, in the Office of the County Clerk of Bernalillo County, New Mexico, (v) the Fifth Amendment to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties, which was recorded on September 12, 1997, as Document 97095103 in Book 97-25, Pages 2445-2463, in the Office of the County Clerk of Bernalillo County, New Mexico (the "Fifth Amendment to Declaration") and (vi) the Sixth Amendment to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties, which was recorded on June 8, 1999, as Document 1999075608 in Book 9908, Page 5423, in the Office of the County Clerk of Bernalillo County, New Mexico, and which was supplemented by (i) Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential 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 Residential 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 Residential 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 Residential 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 Residential 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 Residential 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 Residential Properties (Lots 1-36 inclusive, Solterra Subdivision Unit 1 at High Desert) which was recorded May 20, 1996, as Document 96056432 in Book

95-14, Pages 2006-2010, in the Office of the County Clerk of Bernalillo County, New Mexico, (viii) the Eighth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential 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 Residential 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 Residential 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, (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, (xii) Twelfth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (Lot 44, Desert Sky Village) which was recorded January 9, 1997, as Document 97002124 in Book 97-1, Pages 5053-5060, records of Bernalillo County, New Mexico, (xiii) Thirteenth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (Tracts 3A, Desert Sky Village) which was recorded June 11, 1997 as Document 97059451 in Book 97-15, Pages 9383-9422, records of Bernalillo County, New Mexico, (xiv) Fourteenth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (Tract 4B, Chamisa Trail Village) which was recorded January 9, 1997, as Document 97020850 in Book 97-5, Pages 9673-9691, records of Bernalillo County, New Mexico (the "Declaration"), (xv) Fifteenth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (Tract 15C/Unit 3, the Highlands), which was recorded May 10, 1997, as Document 97049849 in Book 97-13, pages 4210-4214, records of Bernalillo County, New Mexico, (xvi) Sixteenth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (Solterra Subdivision Unit 1, Lots 1-36), recorded June 20, 1997 as Document 97062870, records of Bernalillo County, New Mexico; (xvii) Seventeenth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (Tract 9A) which was recorded June 19, 1997, as Document 97062084, records of Bernalillo County, New Mexico; (xviii) Eighteenth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (Tract A, Solterra Subdivision/Unit 2) which was recorded June 30, 1997, as Document 97065755, in Book 97-17, pages 5953-5958 records of Bernalillo County, New Mexico; (xix) Nineteenth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (Tract 9A, Sunset Ridge Village) which was recorded December 19, 1997, as Document 97133979, in Book 97-37, pages 6637-6646 records of Bernalillo County, New Mexico; (xx) Twentieth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (Tract 9B) which was recorded December 23, 1997, as Document 97134922, in Book 97-35, pages 9642-9647 records of Bernalillo County, New Mexico; (xxi) Twenty-First Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (Tract 8C) which was recorded March 13, 1998, as Document 1998030112, in Book 9806, pages 8629 records of Bernalillo County, New Mexico; (xxii) Twenty-Second Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (Tract 2A-1A-2) which was recorded July 16, 1998, as Document 1998089079, in Book 9812, pages 7379 records of Bernalillo County, New Mexico; (xxiii) Twenty-Third Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (Tract 15D-1A/Desert Highlands) which was recorded July 20, 1998, as Document 1998090384, in Book 9812, page 8673 records of Bernalillo County, New Mexico and (xxiv) Twenty-Fourth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (Tract 14A/The Overlook at High Desert) which

was recorded January 4, 1999 as Document 1999000462, in Book 9901, page 456 records of Bernalillo County, New Mexico; (xxv) Twenty-Fifth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (Tract 11A) which was recorded January 15, 1999, as Document 1999006283, in Book 9901, page 6257 records of Bernalillo County, New Mexico (xxvi) Twenty-Sixth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (The Canyons at High Desert Phase I) which was recorded February 16, 1999, as Document 1999020725, in Book 9903, page 668 records of Bernalillo County, New Mexico; (xxvii) Twenty-Seventh Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (The Canyons at High Desert, Phase I) which was recorded February 16, 1999, as Document 1999020727, in Book 9903, page 670 records of Bernalillo County, New Mexico; (xxviii) Twenty-Eighth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (Chaco Ridge Village) which was recorded April 16, 1999, as Document 1999051867, in Book 9906, page 1754 records of Bernalillo County, New Mexico; (xxix) Twenty-Ninth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (Tract 5A-1A-1) which was recorded May 24, 1999, as Document 1999068181, in Book 9907, page 8025 records of Bernalillo County, New Mexico; (xxx) Thirtieth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (Tract 2A-1C-2A-1) which was recorded June 4, 1999, as Document 1999074085, in Book 9908, page 3907 records of Bernalillo County, New Mexico; and (xxxi) Thirty-First Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (Chaco Compound Village) which was recorded September 7, 1999, as Document 1999115959, in Book 9912, page 5595 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. Mesa Verde Development Corporation, a New Mexico corporation and the undersigned owners (“Owners”) are the owners of the property described on Exhibit “A” (the “Enclave Village Property”) attached hereto and by this reference incorporated herein. The Enclave Village Property is a portion of the property described on Exhibit “B” of the Declaration (the “Property”). Declarant wishes to subject the Enclave Village Property to the additional covenants set forth in this Thirty-Second Supplemental Declaration.

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

Declarant hereby declares that the Enclave Village Property 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 the Enclave Village Property. This Thirty-Second Supplemental Declaration shall be binding on and shall inure to the benefit of the Declarant, the Association, and all parties having any right, title, or interest in the Enclave Village Property or any part thereof, their heirs, successors, successors-in title, and assigns.

WITNESSETH:

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 Thirty-Second 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 Thirty-Second 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 the Property:

A. Lots 25-55 inclusive may be single story with a maximum height not to exceed 19 feet 6 inches (measured from the grade for the lot approved by the City of Albuquerque and set forth in the approved engineer certified grading plan for the Enclave Village Property) to the highest point on the roof, excluding chimney.

B. No more than 17 of Lots 29-49 may be one and one-half story with a maximum height not to exceed 26 feet (measured from the grade for the lot approved by the City of Albuquerque and set forth in the approved engineer certified grading plan for the Enclave Village Property) to the highest point on the roof, excluding chimney. A one and one-half story house can have no more than 50% of the first floor area on the second floor (i.e., if the first floor has 1,000 square feet, including garage, the second floor can be no larger than 500 square feet).

C. Lots 1-24, and 56-66 may be two stories with a maximum height not to exceed 26 feet (measured from the grade for the lot approved by the City of Albuquerque and set forth in the approved engineer certified grading plan for the Enclave Village Property) to the highest point on the roof, excluding chimney.

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 Units. All walls must be constructed from the elevation specified by the subdivision engineer and indicated on the approved grading plan of the Enclave Village Property. The cost of installation and maintenance of such party retaining 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. A Unit is located on a corner when such unit abuts more than one private right-of-way. The corner Unit will be deemed to front on the right-of-way on which the Unit has a smaller/narrower dimension, subject to possible redesignation by the New Construction Committee (NCC) upon the request of the owner of any such corner Unit.

D. Each Unit must have a rear wall and two side walls. All rear walls shall extend the entire length of the rear property line. No wall, measured from the street side, shall be higher than 5 and ½ feet, except on Lots 13 through 24 where the walls shall be no higher than 8 feet.

4. Vacant Lots; Destruction. There shall be no trash, ashes, paper or refuse of any kind thrown or dumped onto vacant Units in the Enclave Village Property. In addition to any obligation of Owners set forth in the Declaration relating to maintenance of Units, (i) the Owner of a Unit within the Enclave Village Property that is 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 of a Unit 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 Units within the Enclave Village Property shall be completed in accordance with the plans and specifications approved by the New Construction Committee within six months after the date that construction was commenced. No construction may commence until the plans have been approved by the NCC.

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 the Enclave Village Property:

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

(vi) subsection (vi) is amended to provide that, with the approval of Declarant, one or more Units may be combined through replating 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 written approval of the NCC;

(xiii) subsection (xiii) is amended to prohibit 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, except as approved in writing by the NCC;

(xiv) subsection (xiv) is amended to prohibit any construction or maintenance of any billboard, poster board or advertising 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) subsection (xv) is amended to prohibit construction of any improvements other than a single family residence on Lots 25-66 inclusive and construction of any improvements other than a townhouse on Lots 1-24 inclusive. Gazebo-type or shade structure outbuildings are acceptable if they do not block views. The Enclave Village Architectural Advisory Committee (the "EVAAC") and the NCC will determine whether or not this type of improvement will be allowed on an individual basis and construction or installation shall not commence until written approval is received from the NCC.

(xvi) Basketball hoops or backboards, whether permanent or portable, are not allowed on any property in the Enclave.

7. Village Improvements. The Enclave Village will be a gated community with private

streets and sidewalks, the maintenance of which will be assumed by the High Desert Residential Owner's Association, Inc.

A. Private Streets. The Association shall maintain the private streets (including any landscaped medians and streetlights) within the Enclave Village (Tract 8C-3 of the Enclave at High Desert) subject to and in accordance with rules relating to the streets that may be adopted by the Board of the Association pursuant to the Declaration, as amended or modified from time to time (the "Street Rules"). A copy of the current Street Rules, if any, shall be available at the office of the Association. The Street Rules may contain parking and traffic regulations, including but not limited to, regulations as to the number of vehicles that may be parked in the streets within the Enclave Village and in each driveway within each Unit within the Enclave Village. The Association shall have the right to enforce the Street Rules as set forth in the Declaration. The Association shall also maintain the private sidewalks within the Enclave Village. The Association shall commence maintenance of the private streets at the time that Mesa Verde Development Corp. completes the construction and installation of the private streets (including any landscaped medians and streetlights) and the Association accepts the maintenance of such structures in writing. The Association shall commence maintenance of the sidewalks as the construction of the sidewalks is completed by Mesa Verde Development Corp. and the Association accepts the maintenance of the completed sidewalks in writing. Such maintenance shall not include maintenance of the area in the private streets between the edge of the property line of each Unit and the curb, as set forth in the Fifth Amendment to the Declaration.

B. Village Entrance Maintenance. The Association shall maintain the entrances to the Enclave Village. The entrances to the Enclave Village shall be gated and the Association shall maintain the gates and related structures and landscaping. The Association shall commence maintenance of the entrances, gates and related structures at the time that Mesa Verde Development Corp. completes the construction and installation of the gates and related structures and the Association accepts the maintenance of such structures in writing. The gates, subject to the vote of the Enclave Village pursuant to Section 3.4 of the Declaration, may be manned with a guard or guards. The Association may adopt rules relating to the entrances and the gates pursuant to the Declaration, which rules may be amended and modified from time to time. A copy of the current rules, if any, shall be available at the office of the Association.

C. Other Common Area. The Association shall maintain Tracts 8C-1 and 8C-2 the Enclave at High Desert. The Association shall commence maintenance of such tracts at the time that Mesa Verde Development Corp. completes the landscaping of Tract 8C-2 and the Association accepts the maintenance of such tracts as indicated by the recording of a deed for such tracts from Mesa Verde Development Corp. to the Association.

D. Wall Maintenance. The Association shall maintain the rear street side of the perimeter wall on lots numbered 7-24 and 61-66. The Association shall maintain the side of the perimeter wall facing the City of Albuquerque High Desert Park on lots numbered 25-39. The Association shall commence such maintenance of the walls and related landscaping at the time that Mesa Verde Development Corp. completes the construction of the walls and related landscaping and the Association accepts the maintenance of the wall and related landscaping in writing. All costs associated with the maintenance of the wall and related landscaping by the Association shall be paid by the Owners of Units within the Enclave Village property through Village Assessments, as set forth in the Declaration.

E. Village Assessments. All costs associated with the maintenance, operational,

inspection, repair, and replacement responsibilities and other activities of the Association as set forth in this Thirty-Second Supplemental Declaration shall be paid by the Owners of Units within the Enclave Village through Village Assessments, as set forth in the Declaration. The initial assessment will be \$25.50 per month, provided, however, that for a period of two years commencing from the date of acceptance of maintenance by the Association as set forth herein, Mesa Verde Development Corp. shall subsidize the amount of the assessment by an amount of \$6.00 per Unit per month, which subsidy shall be paid by Mesa Verde Development Corp directly to the Association .

8. Amendment. This Thirty-Second Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of 75% of the Voting Members of the Enclave Village that constitutes the Enclave Village Property, and the consent of the Declarant, so long as the Declarant has an option to subject additional property to the Declaration pursuant to Section 9.1 of the Declaration. The Association shall have the power to veto any action taken by the Enclave Village or any Enclave Village Committee that relates to the Enclave Village Property.

9. Consent of Owners. Owners, by their signature below, consent to this Thirty-Second Supplemental Declaration. 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 Thirty-Second 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: October 29, 1999

CONSENTED TO:

MESA VERDE DEVELOPMENT CORPORATION,  
a New Mexico corporation

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

Date Signed: October 29, 1999

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

This instrument was acknowledged before me on October 29, 1999, by Douglas H. Collister, President of High Desert Investment Corporation, a New Mexico corporation.

/s/ Lauda J. Miles  
Notary Public

My Commission Expires:  
August 14, 2002

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

This instrument was acknowledged before me on October 29, 1999, by Jack Eichorn, Vice President of High Desert Investment Corporation, a New Mexico corporation.

/s/ Lauda J. Miles  
Notary Public

My Commission Expires:  
August 14, 2002

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

This instrument was acknowledged before me on October 29, 1999, by Scott P. Schiabor, President of Mesa Verde Development Corporation, a New Mexico corporation.

/s/ Jacqueline L. Hand  
Notary Public

My Commission Expires:  
May 6, 2001

CONSENT TO:

OWNER: Brian C. Schulte and Melissa J. Schulte

Lot 15

By: /s/ Brian C. Schulte /s/ Melissa J. Schulte

Name: Brian C. Schulte Melissa J. Schulte

Title: Homeowner

Date Signed: October 27, 1999

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

This instrument was acknowledged before me on October 27, 1999 by  
\_\_\_\_\_.

/s/ Jacqueline L. Hand  
Notary Public

My Commission Expires:  
May 6, 2001

CONSENT TO:

OWNER: MKS Properties, Inc.

Lot 3

By: /s/ Walt Arnold

Name: Walt Arnold

Title: President

Date Signed: October 20, 1999

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

This instrument was acknowledged before me on October 20, 1999 by  
\_\_\_\_\_.

/s/ Lori Holland  
Notary Public

My Commission Expires:  
September 23, 2002

CONSENT TO:

OWNER: Donna J. Sitler and Gene R. Sitler

By: /s/ Donna J. Sitler    /s/ Gene R. Sitler

Name: Donna J. Sitler            Gene R. Sitler

Title: Purchasers

Date Signed: November 29, 1999

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

This instrument was acknowledged before me on 10/29, 1999 by Donna J. Sitler and Gene R. Sitler.

/s/ Anita L. McSorley  
Notary Public

My Commission Expires:  
September 13, 2003

## EXHIBIT A

The Enclave at High Desert indicated on the plat of THE ENCLAVE AT HIGH DESERT filed April 22, 1999 in Map Book 99C, Folio 97, document number 1999054135, records of Bernalillo County, New Mexico