

**SIXTEENTH SUPPLEMENTAL DECLARATION TO DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR HIGH DESERT RESIDENTIAL PROPERTIES  
(Solterra Subdivision Unit 1, Lots 1-36)**

THIS SIXTEENTH SUPPLEMENTAL DECLARATION (the "Solterra Declaration") is made this 18th day of June, 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 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 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 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 (Tract 3A, Desert Sky Village) recorded June 11, 1997 as Document 97059451, in the 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, and (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 (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. Centex Homes, a Nevada general partnership ("Centex") is the owner of the property described on Exhibit "A" (the "Solterra Unit 1 Village Property") attached hereto and by this reference incorporated herein. The Solterra Unit 1 Village Property is a portion of the property described on Exhibit "B" of the Declaration (the "Property"). Declarant wishes to subject the Solterra Unit 1 Village Property to the additional covenants set forth in this Sixteenth Supplemental Declaration.

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

Declarant hereby declares that the Solterra Unit 1 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 Solterra Unit 1 Village Property. This Sixteenth 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 the Solterra Unit 1 Village Property 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 Sixteenth 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 Sixteenth 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 Uses. Only one single family detached dwelling (including accessory living quarters) shall be permitted within each Unit within the Solterra Unit 1 Village Property. Each dwelling shall have a private garage for no more than three cars. Provided, however that, Centex, during the initial construction and sales period for the Unit, may temporarily place within the Property a sales and/or construction office, a model home complex, a storage and/or construction yard or a parking lot.

3. Restrictions on Height of Structures. The height of structures built within the Solterra Unit 1 Village Property are limited to 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 engineer certified grading plan for the Solterra Unit 1 Village Property to the highest point on the roof).

4. Timing of Construction; Grading and Drainage. The exterior of all dwellings constructed on, and the exterior of all modifications to, Units within the Solterra Unit 1 Village Property shall be completed in accordance with the plans and specifications approved by the New Construction Committee (ANCC@) or Modifications Committee ("MC") within nine months after the date that construction was commenced. There shall be no storage of materials for construction for a period greater than 30 days (i) prior to commencement of construction or (ii) during the construction period. There shall be no grading modification to any Unit that disrupts the drainage pattern indicated in the grading plan for the Property approved by the City of Albuquerque (the "City") on May 10, 1996 (the "Solterra Property Grading Plan"). Any pond shown in the Solterra Property Grading Plan shall be maintained as a pond. Any owner of a Unit wishing to change the drainage of that Unit shall provide to Declarant and the NCC a certification stamped by a registered New Mexico Professional Engineer indicating that the grading and drainage modifications and/or improvements, including foundation wall and finished grade elevation, for the Unit substantially comply with the Solterra Property Grading Plan.

5. Minimum Square Footage. Each dwelling within the Solterra Unit 1 Village Property shall have a minimum square footage of 1,700 square feet, excluding first and second story porches and garages.

6. Lot Size. The set backs within each Unit shall comply with the requirements of the City Zoning Ordinance (Chapter 14, Article 16) for the appropriate zone and the High Desert Sector Plan adopted by the City Council of the City on May 3, 1993, as amended from time to time.

7. 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. All walls must be designed by the landscape architect for the Solterra Unit 1 Village Property and approved by the NCC.

B. For interior Units (those units that do not abut the perimeter of the Solterra Unit 1 Village Property), no wall along the rear of the Unit shall be higher than five feet, six inches and no wall along the front of the Unit shall be higher than four feet, six inches.

8. Exterior Colors. The approved exterior color of the dwelling within each Unit shall not be changed so as to maintain the harmony of colors among the dwellings. The colors of the garage doors, facia and trim shall match the color of the stucco used for the surface of the dwelling, provided, however, that the garage door, facia, trim and front door may be painted a complimentary color from a palette pre-selected by the NCC

9. Landscaping. Centex shall design and install the landscaping of the area outside the courtyard walls within each Unit. Such landscaping shall attempt to return the property to a natural state and will include boulders and a meandering sidewalk. The natural state landscaping shall not be disturbed after completion of construction of the dwelling within the Unit. Only planting listed on the High Desert approved plant list (available at the offices of the Association) shall be allowed outside the courtyard walls within the Unit. Lawn type grass shall be allowed only within the courtyard walls as long as the total amount of lawn type grass does not exceed the limitations set forth in applicable City ordinances. Each owner of a Unit shall be responsible to water, trim, clean, replace and maintain the landscaping and restore any wash-outs or erosion caused by rain outside the courtyard walls, as part of the owner's maintenance responsibilities pursuant to Section 5.2 of the Declaration.

10. Drainage Rundowns. Lots 13-23 and Lots 24-30 within the Solterra Unit 1 Village Property share common, landscaped, impressed pattern, concrete lined, drainage rundowns which are located within the 10 foot Private Drainage Easements indicated on the plat (the "Plat") of the Solterra Unit 1 Village

Property filed with the County Clerk of Bernalillo County, New Mexico on May 15, 1996 in Map Book 96C, Folio 199 (the "Drainage Rundowns", or each, a "Drainage Rundown"). The purpose of the Drainage Rundowns is to carry storm water from the Units to the streets or holding ponds. As part of the owner's maintenance responsibilities pursuant to Section 5.2 of the Declaration, each owner of a Unit within the Solterra Unit 1 Village Property shall be responsible to maintain the portion of the Drainage Rundown that is located with such owner's Unit, so as to allow the flow of storm water to the streets or holding ponds, including removal of weeds, debris, and cleaning of sediment. As set forth in Section 5.2 and 10.7 of the Declaration, if in the opinion of the Board of Directors of the Association, any owner of a Unit within the Solterra Unit 1 Village Property fails to maintain the Drainage Rundown within the Unit to a level consistent with the Community Wide Standard, the Association may assume the maintenance and seek reimbursement from the Owner(s) of such Unit.

11. Limitation on Access. There shall be no access from any Unit within the Solterra Unit 1 Village Property to Spain Road, Cortaderia Street, Imperata Street or Golden Aster Road, except as required by the City for pedestrians and emergency vehicles only.

12. Maintenance of Lots. There shall be no trash, ashes, paper or refuse of any kind thrown or dumped onto vacant Units in the Solterra Unit 1 Village Property. As required by the Declaration, all Units will be kept in a neat and orderly condition at all times.

13. Restricted Activities. Declarant hereby supplements Section 12.6(b) of the Declaration to amend or supplement subsections (iii), (iv) and (xii) and to add the following new subsections (xiii), (xiv) and (xv) which shall apply to the Solterra Unit 1 Village Property:

(iii) subsection (iii) is supplemented to provide that all allowed pets within Solterra Unit 1 Village Property shall be confined to the Unit of the owner of the pet except when on a leash and physically controlled by the owner of the pet or his or her agent;

(iv) subsection (iv) is supplemented to prohibit any obnoxious or offensive behavior;

(xii) subsection (xii) is supplemented to provide that small satellite dishes (18 inches to 30 inches in diameter) may be installed with appropriate screening and as approved by the NCC or MC;

(xiii) Any construction, erection, placement, or assembly, of any clothesline or other paraphernalia for the outside drying of clothes;

(xiv) Any storage of equipment, materials, supplies, machinery or property other than that is necessary for the normal use of the Unit as a dwelling;

(xv) Oil drilling, oil development operations, oil refining, quarrying, mining operation or mineral excavation or any placement or erection of oil wells, tanks, tunnels, shafts, derrick or other structure designed for the use of boring for oil or natural gas.

14. Amendment. This Sixteenth Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of 75% the Voting Members of the Solterra Unit 1 Village that constitutes the Solterra Unit 1 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 Solterra Unit 1 Village or any Solterra Unit 1 Village Committee that relates to the Solterra Unit 1 Village Property.

15. Combination of Villages. It is presently anticipated that the Solterra Unit 2 Village proposed for the tract of land within the Property to the southeast of the Solterra Unit 1 Village Property (designated as Tract A on the Plat) shall be subjected to the same additional covenants contained in this Sixteenth Supplemental Declaration, once the Solterra Unit 2 Village is sold by Declarant to Centex. Upon such sale, the Solterra Unit 1 village and Solterra Unit 2 Village shall be combined into one village, pursuant to Section 3.4 of the Declaration. Centex, by its signature below, consents to the combination of the villages and such consent constitutes the written consent of the property owners required under Section 9.4 of the Declaration. No further consent of the property owners within Solterra Unit 1 Village Property shall be required in order to (i) combine the Solterra Unit 1 Village Property with the Solterra Unit 2 Village Property, or (ii) subject the Solterra Unit 2 Village Property to the terms of this Sixteenth Supplemental Declaration.

16. Consent of Centex as Owner. Centex, by its signature below, consents to this Sixteenth 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 Sixteenth 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: June 17, 1997

CONSENTED TO:

CENTEX HOMES, a Nevada general  
partnership

By: CENTEX REAL ESTATE  
CORPORATION, a Nevada  
corporation, its Managing  
General Partner

By: /s/ Tom Houser  
Name: Tom Houser  
Title: Division President

Date Signed: June 18, 1997



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

This instrument was acknowledged before me on June 17, 1997, by Douglas H. Collister, President of High Desert Investment Corporation, a New Mexico corporation.

  /s/ Lauda J. Miles  
Notary Public

My Commission Expires:  
July 14, 1998

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

This instrument was acknowledged before me on June 17, 1997, by Jack Eichorn, Vice President of High Desert Investment Corporation, a New Mexico corporation.

  /s/ Lauda J. Miles  
Notary Public

My Commission Expires:  
July 14, 1998

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

This instrument was acknowledged before me on June 18, 1997, by Tom Houser, Division President of Centex Real Estate Corporation, a Nevada corporation, Managing General Partner of Centex Homes, a Nevada general partnership.

  /s/ Frieda A. Valdez  
Notary Public

My Commission Expires:  
July 3, 2000

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06/17/97

EXHIBIT "A"

SOLTERRA UNIT 1 VILLAGE PROPERTY DESCRIPTION

Lots 1 - 36 inclusive, Solterra Subdivision Unit 1 at High Desert, Albuquerque, New Mexico as the same is shown and designated on the Plat of Solterra Subdivision Unit 1 at High Desert, filed in the office of the County Clerk of Bernalillo County, New Mexico, on May 15, 1996, in Vol. 96C, Folio 199