

**FIFTH SUPPLEMENTAL DECLARATION TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HIGH DESERT RESIDENTIAL PROPERTIES
(Tracts 3B and 3C, Trillium Village)**

THIS FIFTH SUPPLEMENTAL DECLARATION (the "Trillium Village Declaration") is made this 11th day of December, 1995, 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 93-36, 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 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, and (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 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 (Tract 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, and (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 (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 including covenants obligating the Association to maintain such property and obligating the Owners of the property to pay the cost of such maintenance through Village Assessments.

C. Trillium Development Ltd., Co., a New Mexico limited liability company ("Trillium") is the owner of the property described on Exhibit "A" (the "Trillium Village Property") attached hereto and by this reference incorporated herein. The Trillium Village Property is a portion of the property described on Exhibit "B" of the Declaration (the "Property"). Declarant wishes to subject the Trillium Village Property to the additional covenants set forth in this Fifth Supplemental Declaration. Declarant, for the efficient management of the Trillium Village Property, desires that the Association assume certain maintenance responsibilities relating to the Trillium Village Property set forth in this Fifth Supplemental Declaration and the Association agrees to assume such responsibilities.

D. Pursuant to Section 4.3 of the Declaration, the Association, through its Board, may make and enforce reasonable rules governing the use of the Properties.

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

Declarant hereby declares that the Trillium 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 Trillium Village Property. This Fifth Supplemental Declaration shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in the Trillium 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. Rules Concerning Streets; No Overnight Parking.

The Association shall maintain the streets (including any landscaped medians) within the Trillium Village Property, subject to and in accordance with rules relating to the streets 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 shall be available at the office of the Association. The Street Rules shall 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 Trillium Village Property and in each driveway within each Unit within the Trillium Village Property. The Association shall have the right to enforce the Street Rules as set forth in the Declaration. There shall be no overnight parking on the streets within the Trillium Village Property except temporary overnight parking as specifically allowed in the Street Rules.

2. Trillium Village Entrance.

The Association shall maintain the entrance to the Trillium Village Property. The entrance to the Trillium Village Property shall be gated and the Association shall maintain the gate. Provided however, that, the Trillium Village entrance and gate shall be maintained for the first three years from the date of its installation by the Declarant, by Trillium or by any successor purchaser of the Trillium Village Property. Subsequently, the gate shall be maintained by the Association. The gate, subject to the vote of the Trillium 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 entrance and the gate pursuant to the Declaration, which rules may be amended and modified from time to time. A copy of the current rules shall be available at the office of the Association.

3. Village Park.

The Association shall maintain any park located within the Trillium Village Property, provided however, that, any such park shall be maintained for the first three years from the date of its completion by Trillium or by any successor purchaser of the Trillium Village Property. The park shall be maintained subject to and in accordance with rules relating to the park adopted by the Board of the Association pursuant to the Declaration, as amended or modified from time to time (the "Park Rules"). A copy of the current Park Rules shall be available at the office of the Association. The Association shall have the right to enforce the Park Rules as set forth in the Declaration.

4. Perimeter Walls.

The Association shall maintain the walls around the perimeter of the Trillium Village Property and the Trillium Village Property common area and other common improvements within the Trillium Village Property.

5. 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 Fifth Supplemental Declaration shall be paid by the Owners of Trillium Village Units within the Trillium Village Property through Village Assessments, as set forth in the Declaration.

6. Roofs. In addition to any obligation of Owners set forth in the Declaration relating to roofs or maintenance of roofs, the Owner of each Unit within the Trillium Village Property shall be responsible to maintain the roofs of each structure within its Unit in good repair with the same finish, color, texture and material as originally used.

7. Landscaping. In addition to any obligation of Owners set forth in Declaration relating to landscaping maintenance, the Owner of each Unit shall be responsible to maintain the landscaping in the front of the Home on the Unit and in the public right-of-way between the edge of the property line of the Unit and the curb consistent with the manner in which it was originally designed and installed.

8. Restricted Activities. Declarant hereby supplements Section 12.6(b) of the Declaration to amend subsection (iii) and to add the following new subsections which shall apply to the Trillium Village Property:

(iii) subsection (iii) is amended to provide that household pets which would at the time of filing of this Fifth Supplemental Declaration deemed exotic, including but not limited to pigs and hedgehogs, are prohibited within the Trillium Village Property;

(xii) Any construction, erection or placement of basketball standards, trampolines, or clotheslines;

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

(xiv) Any accumulation of trash or rubbish, provided that trash shall be collected at a minimum once of week and trash receptacles shall be placed at curbside on the day of scheduled trash collection or on the previous night and

moved to a concealed area immediately after the trash is picked-up.

9. Destruction of Common Improvements. Any destruction by any Owner of a Unit within the Trillium Village Property or any common improvement within the Trillium Village Property shall constitute a violation of the Declaration, subject to the enforcement rights of the Association under the Declaration, including the right to impose fines.

10. Amendment. This Fifth Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of [a majority of] the Voting Members of the Village that constitutes the 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 Trillium Village or any Trillium Village Committee that relates to the Trillium Village Property.

11. Consent of Property Owner. Trillium, by its signature below consents to the additional covenants set forth in this Fifth Supplemental Declaration. This consent constitutes the written consent of the property owner required under Section 9.4 of the Declaration.

IN WITNESS WHEREOF, the undersigned, on behalf of the Declarant, have executed this Fifth 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/ Richard G. Elkins
Name: Richard G. Elkins
Title: Treasurer

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

Date Signed: December 4, 1995

CONSENTED TO:

TRILLIUM DEVELOPMENT LTD.,
CO., a New Mexico limited
liability company

By /s/ Greg Anixter
Its Manager
Date signed: December 11, 1995

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

This instrument was acknowledged before me on December 3,
1995, by Douglas H. Collister 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 December 4,
1995, by Richard G. Elkins of High Desert Investment Corporation,
a New Mexico corporation.

/s/ Sandra A. Taylor
Notary Public

My Commission Expires:
April 17, 1998

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

This instrument was acknowledged before me on December 11, 1995, by Greg Anixter of Trillium Development Ltd., Co., a New Mexico limited liability company.

 /s/ Claire C. Mann
Notary Public

My Commission Expires:
October 6, 1997

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12/1/95

EXHIBIT "A"

THE TRILLIUM VILLAGE PROPERTY DESCRIPTION

Tracts numbered Three-B (3B) and Three-C (3C) of 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 February 9, 1995 in Map Book 95C, folio 47.