

THIRTY-FIRST SUPPLEMENTAL DECLARATION TO DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR HIGH DESERT RESIDENTIAL PROPERTIES  
(Chaco Compound Village)

THIS THIRTY-FIRST SUPPLEMENTAL DECLARATION is made this 25th day of August, 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 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) 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 (Tract 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 9673-9699, records of Bernalillo County, New Mexico, (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 (the "Twentieth Supplemental Declaration"); (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, page 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, page 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; (xxiv) 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; (xxv) 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; (xxvi) 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; (xxvii) 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; (xxviii) Twenty-Ninth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (Tract 5A-1A-1( which was recorded \_\_\_\_\_, 1999, as Document 1999\_\_\_\_\_, in Book 99\_\_, page \_\_\_\_ records of Bernalillo County, New Mexico; and (xxiv) Thirtieth Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (Tract 2A-1C-2A-1) which was recorded \_\_\_\_\_, 1999, as Document 1999\_\_\_\_\_, in Book 99\_\_, page \_\_\_\_ 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 "Chaco Compound Village Property") attached hereto and by this reference incorporated herein. The Chaco Compound Village Property is a portion of the property described on Exhibit "B" of the Declaration (the "Property"). Declarant wishes to subject the Chaco Compound Village Property to the additional covenants set forth in this Thirty-First Supplemental Declaration.

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

Declarant hereby declares that the Chaco Compound 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 Chaco Compound Village Property. This Thirty-First 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 Chaco Compound 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. Redesignation and Renaming of Village. The portion of what was the Sunset Ridge Village II established pursuant to the Twentieth Supplemental Declaration which is described on the attached Exhibit A is renamed the "Chaco Compound Village" and redesignated to be the Chaco Compound Village Property.

2. Declaration and Design Guidelines. The easements, restrictions, covenants, and conditions contained in this Thirty-First 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-First 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.

3. Pitched Roofs. No pitched roofs will be allowed in the Chaco Compound Village Property except for shed-type porch roofs, which will be approved by the Chaco Compound Village Architectural Advisory Committee (CCVAAC) and the New Construction Committee on an individual basis.

4. Restrictions on Height of Structures. The following restrictions apply to limit the height of structures built on the Property:

A. Lots 70-78 and 84-91 inclusive 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 approved engineer certified grading plan for the Chaco Compound Village Property) to the highest point on the roof, excluding chimney and roof equipment such as vents or satellite dishes properly screened and approved by the CCVAAC and the New Construction Committee.

B. Lots 79-83 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 Chaco Compound Village Property) to the highest point on the roof, excluding chimney and roof equipment such as vents or satellite dishes properly screened and approved by the CCVAAC and the New Construction Committee.

5. Architectural Style. Architectural style for all homes will be Pueblo style as set forth in the High Desert Guidelines for Sustainability Builder Homes and the Supplemental Guidelines for Sustainability Builder Homes Chaco Ridge Village and Chaco Compound Village. Decorative accents, including stacked stone, may be approved on an individual basis by the New Construction Committee.

6. 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 constructed from the elevation specified by the subdivision engineer and indicated on the approved grading plan of the Chaco Compound 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 public right-of-way. The corner Unit will be deemed to front on the right-of-way on which the Unit has a smaller dimension, subject to possible redesignation by the New Construction Committee 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. All side walls shall extend from the rear of the lot to at least the rear of the dwelling on the Unit.

E. The front courtyard wall for Lots 70-78 must be stuccoed using High Desert Pueblo color (1005) and will be joined to give a unified appearance and meander to add interest and character to the community. Wall height will be a minimum of 4 feet to a maximum of 6 feet. Decorative pedestrian-type gates within the wall are allowed, but must be approved by the CCVAAC and New Construction Committee.

F. The Association shall maintain the portion of the wall around the perimeter of the Chaco Compound Village Property that fronts on Chaco Canyon Lane. The Association shall commence maintenance of the wall at the time that the construction of the wall is complete and the Association accepts the maintenance of the wall in writing. All costs associated with the maintenance of the wall by the Association shall be paid by the Owners of Units within the Chaco Ridge Village Property through Village Assessments, as set forth in below and in the Declaration.

7. Garage Entry. All garages for Lots 70-78 will be located on the south side of the lot with entry only from Chaco Canyon Lane.

8. Village Improvements; Maintenance.

A. Private Streets. The Chaco Compound Village Property shall be a gated community, with private streets and sidewalks. The Association shall maintain the private streets (including any landscaped medians) within the Chaco Compound Village Property, 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 Chaco Compound Village Property and in each driveway within each Unit within the Chaco Compound Village Property. 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 within the Chaco Compound Village Property. The Association shall commence maintenance of the private streets and sidewalks at the time of acceptance of the private streets by the Association as indicated by the recording of an easement modifying the easement granted on the plat of the Chaco Compound Village Property in a form acceptable to the Association (the "Easement").

B. Village Entrance Maintenance. The Association shall maintain the entrance to the Chaco Compound Village Property. The entrance to the Chaco Compound Village Property shall be gated and the Association shall maintain the two gates. The Association shall commence maintenance of the entrance and gates at the time of acceptance of the entrance and gates by the Association as indicated by the recording of the Easement. The gates, subject to the vote of the Chaco Compound 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 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. Village Assessments. All costs associated with the maintenance, operation, inspection, repair, and replacement responsibilities and other activities of the Association as set forth in this Thirty-First Supplemental Declaration shall be paid by the Owners of Units within the Chaco Compound Village Property through Village Assessments, as set forth in the Declaration. The initial Village Assessment will be \$15 per month starting from the date by acceptance of the Association. The Unit owner will pay for any increase or decrease in the Village Assessment in the event that the assessment is subsequently changed by the Association.

9. Vacant Lots; Destruction. There shall be no trash, ashes, paper or refuse of any kind thrown or dumped onto vacant Units in the Chaco Compound 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 Chaco Compound 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.

10. Timing of Construction. All dwellings constructed on Units within the Chaco Compound 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.

11. 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 Chaco Compound Village Property:

(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) 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 New Construction Committee;

(xiv) subsection (xiv) is amended to prohibit any construction of 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 70-91 inclusive.

(xvi) in order to preserve views, all plant material and trees used (which shall be limited to those on the High Desert approved plant list) shall be maintained in a manner so that they do not exceed 12 feet in height.

12. Amendment. This Thirty-First 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 Chaco Compound Village that constitutes the Chaco Compound 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 Chaco Compound Village or any Chaco Compound Village Committee that relates to the Chaco Compound Village Property.

13. Consent of Owners. Owners, by their signature below, consent to this Thirty-First 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-First 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: August 25, 1999

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

This instrument was acknowledged before me on August 25, 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 August 25, 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



CONSENTED TO:

MESA VERDE DEVELOPMENT  
CORPORATION,  
a New Mexico corporation

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

Date Signed: March 10, 1999

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

This instrument was acknowledged before me on March 10, 1999, by Scott P. Schiabor, President of Mesa Verde Development Corporation, a New Mexico corporation.

/s/ Cindy Edson  
Notary Public

My Commission Expires:  
August 4, 2001

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6/27/02

CONSENTED TO:

OWNER: Tiara Homes

Lots 70, 71, 73, 76

By: /s/ Rich Gantner

Name: Rich Gantner

Title: President

Date Signed: March 12, 1999

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

This instrument was acknowledged before me on March 12, 1999, by Rich Gantner.

/s/ Cindy Edson  
Notary Public

My Commission Expires:  
August 4, 2001

[ADD AS MANY PAGES AS NECESSARY FOR EACH OWNER]

CONSENTED TO:

OWNER: Mesa Verde Development Corp.

Lots 72, 74, 75, 77, 78

By: /s/ Scott Schiabor

Name: Scott Schiabor

Title: President

Date Signed: March 10, 1999

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

This instrument was acknowledged before me on March 12, 1999, by Scott Schiabor.

/s/ Cindy Edson  
Notary Public

My Commission Expires:  
August 4, 2001

[ADD AS MANY PAGES AS NECESSARY FOR EACH OWNER]

CONSENTED TO:

OWNER: Jenco Homes

Lots 79,80,81,82, 83

By: /s/ Tim Lopez

Name: Tim Lopez

Title: President

Date Signed: March 11, 1999

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

This instrument was acknowledged before me on March 11, 1999, by Tim Lopez.

/s/ Cindy Edson  
Notary Public

My Commission Expires:  
August 4, 2001

[ADD AS MANY PAGES AS NECESSARY FOR EACH OWNER]

CONSENTED TO:

OWNER: Steven C. Emery

Lots 85 86

By: /s/ Steven C. Emery

Name:

Title:

Date Signed: April 9, 1999

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

This instrument was acknowledged before me on April 9, 1999, by Steven C. Emery.

/s/ Cindy Edson  
Notary Public

My Commission Expires:  
August 4, 2001

[ADD AS MANY PAGES AS NECESSARY FOR EACH OWNER]

CONSENTED TO:

OWNER: Lee Michael Homes

Lots 87,88,89,90,91

By: /s/ Mike Knight

Name: Mike Knight

Title: President

Date Signed: June 8, 1999

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

This instrument was acknowledged before me on June 8, 1999, by Mike Knight.

/s/ Sheila M. Vinci  
Notary Public

My Commission Expires:  
March 14, 2001

[ADD AS MANY PAGES AS NECESSARY FOR EACH OWNER]

## EXHIBIT A

### Description of Chaco Compound Village Property

Lots 70 - 91, Chaco Ridge, HIGH DESERT, Albuquerque, New Mexico a replat of Tract 9B, High Desert as shown on the Plat filed in Book 98C, Page 190, Document 1998086200, Office of the County Clerk of Bernalillo County, New Mexico on July 9, 1998