

Re-Recording
COUNTY OF SOCORRO)
STATE OF NEW MEXICO) ss

COVENANTS
PAGES: 13

I Herby Certify That This Instrument Was Filed for
Record On The 2ND Day Of November, A.D., 2005 at 09:06 AM
And Was Duly Recorded as Instrument # 200575835
Of The Records Of SOCORRO COUNTY CLERK

Witness My Hand And Seal Of Office
AUDREY JARAMILLO
Deputy R. Road County Clerk, Socorro, NM

~~FILED FOR RECORD
COUNTY OF SOCORRO
STATE OF NEW MEXICO
AT 9:51 O'CLOCK AM
DEC 18 2004
BK 511 PG 1309-1318
AUDREY JARAMILLO - CLERK
Rebecca Kasan DEPUTY~~

Book 511 - Page 1309

(Space above this line for Recorder's use only)

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR AND AFFECTING REAL PROPERTY KNOWN AS
HIGHLAND SPRINGS RANCH
SOCORRO COUNTY, NEW MEXICO**

THIS DECLARATION, made this 6th day of DECEMBER,
2004 by First American Title Insurance Company, a California corporation, as Trustee,
Trust #8576 ("Declarant"), which is the owner of a certain tract of land in Socorro
County, New Mexico described in Exhibit "A" attached hereto, the "Property". Pursuant
to instructions from its beneficiary, Highland Springs, L.L.C., an Arizona limited liability
company ("Developer"), Declarant, for the purpose of preserving and protecting the value
of the Property, its natural beauty, and its desirability for use as a quality residential,
recreational and resort area, and in furtherance of a common plan does hereby subject the
Property to and declare the following covenants, conditions and restrictions:

1. Term. These covenants, conditions and restrictions shall run with the land and shall be binding upon all owners and persons claiming under them for a period of twenty (20) years following the date of this instrument, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument of cancellation signed by the then owners of not less than sixty-six and two-third percent (66 2/3%) of the Property has been recorded.

2. Definitions.

A. "Manufactured Home" shall mean any dwelling that is built on a chassis or any dwelling which has been prefabricated at another location, or any other dwelling customarily referred to as a manufactured home, mobile home or house trailer

B. "Survey Plat Parcel(s)" shall mean any parcel of land, which is shown on a recorded plat or survey and which Developer has divided or hereinafter divides the Property and as shown on a Survey Plat(s). The term "Divided Parcel" shall mean

parcels that are subsequently divided into smaller parcels or lots as permitted herein and in accordance with the provisions hereof and of applicable law. The term "Parcel(s)" alone shall include both Survey Plat Parcel(s) and Divided Parcel(s).

C. "Survey Plat(s)" means the survey or plat of record as referred to above, as may hereafter be amended, together with any future Survey Plat(s) by virtue of expansion as provided for in Section 4.

D. "Second Hand Business" shall mean the business of buying and selling previously used equipment and other personal property.

E. "Association" shall mean Highland Springs Property Owners Association, Inc., a New Mexico nonprofit corporation and its successors and assigns.

F. "Board" shall mean the board of directors of the Association.

G. "Member" shall mean and refer to every person or entity that holds membership in the Association.

3. Property Owners Association

A. There is hereby created the Highland Springs Property Owners Association, Inc. (Association). The purpose of the Association is: a) to maintain the roadways by blading, at least once each calendar year, as the roadways are constructed by the Developer and as shown on the Survey Plat(s), b) to maintain any common use areas or easements that may be designated as such and as determined by the Board, and c) to enforce the provisions of this Declaration as permitted by the language herein.

B. Each and every Parcel owner, in accepting a deed or contract for any Parcel, whether or not it shall be so expressed in such deed or contract, automatically becomes a Member of the Association, and agrees to be bound by such reasonable rules and regulations as may, from time to time, be established by the Association. Membership shall belong with and may not be separated from ownership of the Parcel. The rights and obligations of an owner and of membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way, except upon transfer of ownership of such Parcel, whether by intestate succession, testamentary disposition, foreclosure of a mortgage, or such other legal processes as are now in effect or as may be hereafter established pursuant to the laws of the State of New Mexico. The Association shall be operated and conducted on a strictly cooperative and non-profit basis. Each Parcel owner as a Member shall have such voting rights as set forth in this Declaration.

C. In furtherance of its purposes, which are generally set forth above, the Association shall provide necessary and appropriate action for the maintenance,

repair, replacement and management of the properties referred to in Section 3, Paragraph A above, as it deems reasonable within the funds available to it and within the standard set at the time of the recordation of the Survey Plat(s), and shall have the right to enter upon a Parcel, if reasonably necessary, in order to accomplish its purpose.

D. The Association shall have the power to borrow and encumber its assets and, in all respects, shall have the powers necessary to carry out its purposes, whether or not specifically set forth herein, including the power to enter into contracts with third parties to perform all or part of its functions, and to hire its own employees to do so. The Association shall have the power to dedicate the roads and grant the easements to the County as are shown on the Survey Plat(s).

E. Each Parcel owner is obligated to pay: (i) regular assessments for normal maintenance and repair of the roads, for such reserves as determined necessary by the Association, for insurance, for operating costs of the Association; and, (ii) special assessments for capital improvements as such assessments are established by the Association. All regular assessments, special assessments, late payment penalties and charges, if any, interest as set by the Association, costs and reasonable attorneys fees shall constitute a lien on the Parcel if not paid as provided for by the Association. Each Parcel owner shall be personally responsible for his or her share of assessments imposed by the Association. This personal obligation for delinquent assessments shall not pass to the owner's successor in title unless expressly assumed by such successor; however, the obligation to pay the assessments shall be a continuing lien on the Parcel except as excluded by the provisions of Paragraph L below of this same Section 3, relating to mortgagees.

F. The Association shall, on an annual basis, make a determination as to the estimated costs of the repair and maintenance of the roadways and any other designated common use areas as shown on the Survey Plat(s) or otherwise so designated, including any reserves necessary for future capital expenditures and maintenance. Assessments shall be charged to each owner on a uniform per Parcel basis, as shown on the Survey Plat(s) and including any Divided Parcel, regardless of the size of the Parcel or Divided Parcel. The assessments may be collected on a monthly, quarterly, or annual basis, or any combination of same as determined by the Association.

G. Each owner shall be responsible to pay the regular assessment commencing on the first day of the month following the date of execution of the deed or purchase contract wherein the owner acquired legal, beneficial, or equitable title to the Parcel. The Developer shall not be responsible for assessments on each Parcel owned by it prior to the sale of such Parcel in the normal course of business. However, Developer, at its option, may provide labor, material and/or monies in such amount as it desires, in its sole discretion, but not to exceed the amount of the normal Parcel assessment for each Parcel owned by it to fulfill the Association's maintenance responsibilities. The Association on an

annual calendar year basis shall set regular assessments. The initial regular assessment shall be One Hundred Dollars (\$100.00) per year per Parcel whether a Survey Plat(s) Parcel or a Divided Parcel. The Parcel owner acquiring his or her interest from Developer during the calendar year shall be obligated for a pro-rata portion thereof. The Association shall fix the amount of the regular assessment at least thirty-days (30) prior to the beginning of the calendar year. Written notice of the assessment shall be sent to each owner as reflected by the legal documents of the owner's purchase of property. The payment due date shall be established by the Association. The Association shall not increase the regular assessment beyond ten percent (10%) per year unless approved by a majority vote of the Association membership.

H. In addition to the regular assessment as set forth above, the Association may set special assessments if the Association determines by two-third's ownership vote that such is necessary to meet the primary purposes of the Association.

I. All sums assessed by the Association chargeable to a Parcel, but unpaid after 30 days from the date of assessment, shall constitute a lien on such Parcel prior to all other liens excepting only ad valorem liens in favor of a governmental assessing unit or special assessment district. The Association may foreclose on an Association lien in a like manner as a foreclosure of a real property mortgage or deed of trust. The Association shall have the power to bid on the delinquent Parcel at a foreclosure sale, and acquire, hold, lease, encumber and convey the same. A suit to recover a money judgment for unpaid assessments and charges shall be maintainable by the Association without foreclosing or waiving the lien securing the same.

J. The total number of votes in the Association shall be on the basis of one (1) vote per Parcel, except for Developer's Parcels, whether the plat is a Survey Plat(s) Parcel or a Divided Parcel. The Developer shall have ten (10) votes for each Parcel it owns. The total number of Parcels and therefore the total number of votes may be increased from time to time by expansion of the project pursuant to Section 4, as evidenced by a Supplemental Declaration or Addendum, incorporating this Declaration, executed and recorded by Developer. Unless otherwise specifically provided herein, all Association matters shall be determined by a majority vote. If more than one party is the owner of a Parcel, there must be unanimous agreement among those who own an interest in the Parcel as to how to cast that Parcel's vote, otherwise, that vote shall not be counted.

K. The Association shall have the power to adopt Bylaws and to appoint its officers and directors, as well as to establish reasonable regulations relating to the matters within its purpose.

L. Where the holder of a first mortgage of record, obtains title to the Parcel as a result of foreclosure, or deed in lieu of foreclosure, of said first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the

expenses of the assessments by the Association chargeable to such Parcel which became due prior to the acquisition of title to such Parcel by such acquirer. As used in this Declaration, the term "mortgage" shall include "deed of trust" and "agreement for sale" and "mortgagee" shall include the "Beneficiary" under a deed of trust and "vendor" under an agreement for sale. Such acquirer shall be responsible, as any owner, for assessments charged subsequent to the acquisition.

M. In the event the Association determines that any Parcel owner has not complied with the provisions of this Declaration, then the Association may, at its option, give written notice to the owner of the conditions of non-compliance. The owner shall correct same or, if not readily correctable within thirty (30) days after notice from the Association, the owner shall submit corrective plans proposing its remedy to the condition complained of within fifteen days after notice from the Association. The Association shall approve or disapprove any plans submitted by the owner and set forth a reasonable time for correction of the condition complained of. In the event such condition is not corrected according to the approved plans, within the allotted time, the Association shall have the right to undertake to remedy such conditions or violations set forth in the complaint. The cost thereof shall be deemed to be an assessment to such owner and enforceable by the Association as any other unpaid assessment. The Association is hereby granted the right of entry on the affected Parcel in order to correct the conditions or violations set forth in the complaint.

4. Expansion. Developer reserves the right to develop additional land ("Expansion Land") and incorporate said Expansion Land within this Declaration by a Supplemental Declaration or Addendum making specific reference to this Declaration and incorporating it into the Supplemental Declaration or Addendum. Any additions of land shall be limited to land included in or adjacent to the Armendaris Land Grant. Upon any such expansion or addition, the Expansion Land shall be subject to all provisions, terms and conditions of this Declaration, but may include reasonable variances. The number of votes in the Association, and the duty to pay assessments on the Expansion Land shall be increased upon a comparable basis as in the original Association with the incorporation of the additional Survey Plat(s).

5. Miscellaneous Restrictions.

A. All improvements constructed on a Parcel shall be of new or like new construction and no manufactured home shall be older than five (5) years from the date of manufacture to the date of installation.

B. No clearing of the vegetation shall be preformed on any Parcel, except for clearing of underbrush or grading to the extent necessary to accommodate access, parking areas and improvements.

C. No Parcel shall be used except in accordance with Socorro County zoning and building permit requirements, and in accordance with this Declaration.

D. Except upon commercially zoned or Developer Divided Parcels, no signs, structures or improvements (other than acceptable fencing) shall be located upon a Parcel within the set back restrictions, as stated below, of any Survey Plat Parcel(s) boundary as shown on the Survey Plat(s). An exception shall be for a property entrance and address sign to identify the property and occupants, as set forth in Section 5, Paragraph F below, and which must comply with applicable governmental regulations and which may not be placed on or within an easement. Interior lines of Divided Parcels are not subject to this setback requirement.

Minimum Set Back Restrictions:

<u>Parcel Size</u>	<u>Set Back Restriction</u>
Twenty-Acre Parcels	50 Feet from any Boundary
Forty-Acre Parcel	75 Feet from any Boundary
Eighty-Acre Parcel or More	100 Feet from any Boundary

E. No fence shall be placed within any ingress, egress, or trail easements shown on the Survey Plat(s). All fences are to be made of rock, masonry, wood, barbed wire, chain link materials, or other materials as pre-approved by the Board, and shall be maintained by the Parcel owner.

F. Signs (including, but not limited to "for sale" or "for rent" signs) are not permitted on the Parcel, except for address signs that identify the address and/or the owner of the Parcel, which signs will not exceed four square feet. Notwithstanding this restriction, commencing seven (7) years from the date of execution of this Declaration, For Sale or For Rent signs will be permitted so long as they are neatly painted and maintained and do not exceed six square feet. None of the sign restrictions in this Declaration apply to the Developer or its assigns or successors, for the purpose of selling the Parcels, or for location signs, directional signs or street signs.

G. Except for Developer, no Survey Plat Parcel(s) may be divided or resold for a period of Twenty-Four (24) months from the date of purchase by the owner from Developer.

H. No Parcel may be used for temporary or permanent storage of rubbish, trash, or garbage. No rubbish, trash or garbage may be kept on any Parcel except in covered containers and screened from view from adjacent properties.

I. No junk yards, salvage yards or businesses, second-hand businesses, or any similar activity shall be conducted on any Parcel. No trucks, cars, buses, equipment, or building materials or other items or materials shall be stored on any Parcel unless enclosed in a proper structure so as to not be visible from an adjoining Parcel or from the roadway.

J. No Hazardous or toxic materials may be kept, used or stored on any Parcel except for such substances normally used in small amounts in a household. No

commercially used hazardous or toxic materials in any quantities for use on any other property shall be brought upon or stored or kept upon the property.

K. No nuisances, noxious, offensive or illegal activity shall be conducted upon or from any Parcel. The unnecessary, prolonged or indiscriminate creation of such things as noise, dust, fumes or odors is prohibited, including but not limited to gunfire, road racing and loud music.

L. Toilets or other sanitary facilities shall be water-flush devices located within a residence. Wastewater shall be discharged into an approved septic disposal system located on the Parcel and approved by Socorro County or other appropriate governmental agency

M. No swine shall be raised, bred or kept on any Parcel. No chickens or ducks may be raised, bred or kept for commercial purposes on any Parcel. A Parcel may be used for ranching, including the use and keeping of a reasonable number of horses and cattle. For an owner to use his parcel for his own animals, the Parcel must be adequately fenced with a legal fence as defined by the New Mexico Statutes so as to prevent the movement of livestock from the Owner's Parcel. Developer may permit grazing on the entire Ranch, however Owners may exclude their parcel from such grazing by fencing out animals otherwise permitted to graze on the Ranch at large. Under no circumstance shall a stockyard, dairy, or kennel be permitted on any Parcel.

N. No vehicle may be stored, maintained, constructed, reconstructed or repaired on any part of any Parcel except when done inside a shed, garage or screening so that it is not visible from other Parcels. Inoperable or unlicensed vehicles, and vehicles that are not regularly used by occupants, must be stored or parked inside a structure so as not to be visible from adjoining Parcels. All vehicles or motors must be operated with a muffler. All terrain vehicles, ATCs, go-carts, motorcycles, mini-bikes, motorized scooters and the like may be operated only within the owner's Parcel and are not allowed on the roadway, or easements unless they are licensed, driven by a licensed driver, and operated in a way which does not disturb or annoy the adjoining owners.

O. Each Parcel, including landscaping and improvements located thereon, must be maintained and kept free from debris and shall be kept clean at all times by the owner.

P. No Manufactured Homes older than five (5) years from the date of manufacture to the date of installation, or homes that otherwise do not comply with all rules and regulations as may be imposed by County and State jurisdictions regulating the manufacture and installation of electrical and sanitary facilities, will be permitted to be placed on a Parcel. All Manufactured Homes must be ground set (recessed installation) and have the wheels and axles removed. The property around a Manufactured Home shall be graded to cause water to flow away from

the Manufactured Home, and the finished floor level shall be at least one (1) foot above, and not more than two (2) feet above, the general plane of the terrain.

Q. No Manufactured Homes shall be placed on any Parcel unless the same is a minimum of twenty-four (24) feet in width and forty (40) feet in length, exclusive of garage, carport, open terraces, patios and storage sheds. All building materials used for any additions to the home or for any other structure on the property shall be new or like new and all Parcel owners shall take care to use quality workmanship.

R. No site-built Single Family Home shall be built on any Parcel unless the same is a minimum of 1,000 square feet of living area, exclusive of garage, carport, open terraces, patios and storage sheds. All building materials used for any additions to the home or for any other structure on the property shall be new or like new and all Parcel owners shall take care to use quality workmanship.

S. No travel trailer or recreational vehicle may be used as a permanent residence. One (1) travel trailer or recreational vehicle may be used for temporary residential use only if the use extends for not more than three (3) consecutive months, nor more than a total of six (6) months in any calendar year, with the exception that one (1) travel trailer or recreational vehicle may be used as a temporary residence for up to one (1) year if the occupant has been issued a building permit by Socorro County and is diligently proceeding to construct a permanent residence upon the Parcel. When not in use, travel trailers or recreational vehicles must be removed from the Parcel or stored in an enclosed structure so as to not be visible from other properties.

T. This Declaration does not prohibit the subdivision of any Parcel in accordance with governmental regulations, and it is contemplated that as to certain Parcels a portion, or all, may be subdivided into lots by the owners of said Parcels. In such instance any easements which are contiguous to Parcel boundary lines may be abandoned by the Developer, in its sole discretion, upon request of the affected Parcel owners. The provisions of this Declaration shall remain applicable to all subdivided Parcels whether subdivided in part or whole. Assessments to the Property Owners Association and membership voting rights shall be on the same basis per subdivided lot as assessments and voting rights for Parcels or Divided Parcels. Nothing herein shall preclude supplemental covenants, conditions and restrictions, by deed or otherwise, that would be applicable to such subdivided portions.

U. The owner of any Parcel as well as the Association shall have the right, but not the obligation, to enforce, by any proceeding at law or in equity, all covenants, conditions and restrictions, now or hereafter imposed by the provisions of the Declaration. Failure or delay by any owner or the Association to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

V. This Declaration may be amended at any time by any instrument which has been signed by not less than sixty-six and two-thirds (66 2/3%) of the owners of the total land area comprising the Property and Expansion Land, if any; provided, however that so long as the Developer owns any parcels, no amendment to this Declaration shall be effective unless signed by the Developer, its assigns or successors, which signature may be withheld at its sole discretion. Developer expressly reserves the right to grant any reasonable variances and exceptions to the restrictions on placement of improvements specified herein.

6. Developer's Special Rights. In making this Declaration, the Developer reserves to itself and its successors and assigns the powers and rights set forth herein, ("Developer Rights") so long as the Developer owns any Parcel.

A. To amend the Survey Plat(s) and legal description of the Property to be included within the conditions, covenants and restrictions set forth herein, and to withdraw or add additional real estate to the Property.

B. To create easements.

C. To divide parcels.

D. To exercise all expansion rights provided for in Section 4.


E. To maintain sales offices, management offices, models and signs for advertising and directing prospects to the Property, conduct tours of the Property, and conduct any event or promotion desired by the Developer in its exclusive discretion to assist its sales activities.

F. To grant any reasonable requests for waivers of any of the provisions of this Declaration, at its sole discretion.

G. To revoke, abandon, relocate and dedicate or otherwise change easements as provided for on the Survey Plat(s).

Dated this 6TH day of December, 2004.

First American Title Insurance Company
A California corporation, as Trustee, Trust #8576

By: 

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 6TH day of December 2004, by PAMELA MEYER as Trust Officer of First American Title Insurance Company, a California company, Trustee, Trust #8576.

Elaine M Gill
Notary Public

My commission expires:

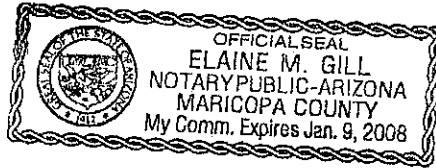


EXHIBIT 'A'

DESCRIPTION OF HIGHLAND SPRINGS RANCH, PHASE I

A parcel of land in the North part of the PEDRO ARMENDARIS GRANT NO 34, lying north of Interstate Highway 25, within PROJECTED SECTIONS 8, 9, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32 and 33 of T6S, R2W; 5, 6, 7 and 8 of T7S, R2W; 24, 25 and 36 of T6S, R3W; and 1 of T7S, R3W, NMPM; Also being part of Lot 40 of Tract 2 as shown on the final ALTA survey plat by Landmark Surveying dated September 3, 2004 and filed September 7, 2004 in Book C, Page 199 of the records of the Socorro County Clerk, Socorro County, New Mexico; bounded on the south by Willow Springs Ranch, on the east by Willow Springs Ranch Road, on the north by said Lot 40 and on the west by properties now or formerly owned by the United States, State of New Mexico and Caprock Pipe and Supply; and being more particularly described as follows:

Beginning at corner 1, the NW corner and point on the west line of the Pedro Armendaris Grant No. 34 whence the Brass Cap monument marking the E1/4 corner of Section 25, T6S, R3W, NMPM on the west line of said Grant bears N 12°47'34" W, a distance of 50.22 feet;
Thence N 41°14'41" E, a distance of 20659.43 feet to corner 2, the NE corner and point on the westerly line of Willow Springs Ranch Road, and following said road on the next 18 courses;
Thence S 12°35'49" E, a distance of 201.15 feet to corner 3;
Thence S 23°01'40" E, a distance of 608.65 feet to corner 4;
Thence S 30°26'19" E, a distance of 908.06 feet to corner 5;
Thence S 24°08'25" E, a distance of 432.11 feet to corner 6;
Thence S 26°36'20" E, a distance of 644.42 feet to corner 7;
Thence S 23°17'53" E, a distance of 538.39 feet to corner 8;
Thence S 25°06'13" E, a distance of 566.38 feet to corner 9;
Thence S 23°03'32" E, a distance of 719.65 feet to corner 10;
Thence S 20°58'07" E, a distance of 1202.82 feet to corner 11;
Thence S 21°57'22" E, a distance of 2957.67 feet to corner 12;
Thence S 22°02'49" E, a distance of 1982.96 feet to corner 13;
Thence S 22°08'26" E, a distance of 556.82 feet to corner 14;
Thence S 21°10'39" E, a distance of 418.32 feet to corner 15;
Thence S 20°44'30" E, a distance of 1310.46 feet to corner 16;
Thence S 22°38'13" E, a distance of 534.07 feet to corner 17;
Thence S 22°21'27" E, a distance of 391.61 feet to corner 18;
Thence S 27°59'42" E, a distance of 340.02 feet to corner 19;
Thence S 35°40'45" E, a distance of 343.78 feet to corner 20, the SE corner;
Thence leaving said road and proceeding S 41°14'41" W, a distance of 2979.49 feet to corner 21;
Thence N 48°45'19" W, a distance of 2640.00 feet to corner 22;
Thence S 41°14'41" W, a distance of 7919.99 feet to corner 23;
Thence S 48°45'19" E, a distance of 2640.00 feet to corner 24;
Thence S 41°14'41" W, a distance of 12968.68 feet to corner 25, the SW corner and point on the west line of said Grant;
Thence N 13°07'11" W, a distance of 2091.16 feet to corner 26, a Brass Cap monument;
Thence N 13°04'14" W, a distance of 637.69 feet to corner 27, a Brass Cap monument;
Thence N 13°04'42" W, a distance of 565.28 feet to corner 28, a Brass Cap monument;
Thence N 13°07'23" W, a distance of 4133.73 feet to corner 29, a Brass Cap monument;
Thence N 12°51'17" W, a distance of 762.87 feet to corner 30, a Brass Cap monument;
Thence N 12°47'53" W, a distance of 1912.93 feet to corner 31, a Brass Cap monument;
Thence N 12°48'02" W, a distance of 803.51 feet to corner 32, a Brass Cap monument;
Thence N 12°47'55" W, a distance of 2716.60 feet to corner 33, a Brass Cap monument;
Thence N 12°50'14" W, a distance of 1831.65 feet to corner 34, a Brass Cap monument;
Thence N 12°47'34" W, a distance of 820.80 feet to corner 1, the point of beginning.
Said parcel contains 6280 484 acres, more or less.

DESCRIPTION OF HIGHLAND SPRINGS RANCH, PHASE II

A Tract of land in the North part of the PEDRO ARMENDARIS GRANT NO. 34, lying north of Interstate Highway 25, within PROJECTED SECTIONS 7, 8, 17, 18 and 19 of T6S, R2W and 24 and 25 of T6S, R3W, NMPM;

Also being part of Lot 40 of Tract 2 as shown on the final ALTA survey plat by Landmark Surveying dated September 3, 2004 and filed September 7, 2004 in Book C, Page 199 of the records of the Socorro County Clerk, Socorro County, New Mexico and being more particularly described as follows:

Beginning at corner 1, the NW corner and point on the west line of the Pedro Armendaris Grant No. 34 whence the Brass Cap monument marking the SE closing corner of Section 24, T6S, R3W, NMPM on the west line of said Grant bears S 12°58'33" E, a distance of 504.92 feet;

Thence N 41°14'41" E, a distance of 20295.87 feet to corner 2, the NE corner and point on the westerly right-of-way line of Willow Springs Ranch Road, and following said road on the next seven courses;

Thence S 16°13'11" E, a distance of 139.28 feet to corner 3;

Thence S 28°31'10" E, a distance of 238.04 feet to corner 4;

Thence S 22°39'59" E, a distance of 1425.02 feet to corner 5;

Thence S 20°00'39" E, a distance of 171.79 feet to corner 6;

Thence S 12°20'13" E, a distance of 188.65 feet to corner 7;

Thence S 08°35'31" E, a distance of 505.74 feet to corner 8;

Thence S 12°35'48" E, a distance of 409.32 feet to corner 9, the SE corner;

Thence leaving said road and proceeding S 41°14'41" W, a distance of 20659.43 feet to corner 10, the SW corner and point on the west line of said Grant;

Thence N 12°47'34" W, a distance of 50.22 feet to corner 11, a brass cap monument;

Thence N 12°48'43" W, a distance of 1805.08 feet to corner 12, a brass cap monument;

Thence N 12°56'37" W, a distance of 898.13 feet to corner 13, a brass cap monument;

Thence N 12°58'33" W, a distance of 504.92 feet to corner 1, the point of beginning.

Said parcel contains 1246.312 acres, more or less.

DESCRIPTION OF HIGHLAND SPRINGS RANCH, PHASE III

A tract of land in the North part of the PEDRO ARMENDARIS GRANT NO. 34, lying north of Interstate Highway 25, within PROJECTED SECTIONS 5, 7, 8 and 18 of T6S, R2W and 13 and 24 of T6S, R3W, NMPM;

Also being part of Lot 40 of Tract 2 as shown on the final ALTA survey plat by Landmark Surveying dated September 3, 2004 and filed September 7, 2004 in Book C, Page 199 of the records of the Socorro County Clerk, Socorro County, New Mexico and being more particularly described as follows:

Beginning at corner 1, the NW corner and point on the west line of the Pedro Armendaris Grant No. 34 whence the Brass Cap monument marking the E 1/4 Corner of Section 24, T6S, R3W, NMPM on the west line of said Grant bears S 12°57'46" E, a distance of 1015.50 feet;

Thence N 41°14'41" E, a distance of 19875.24 feet to corner 2, the NE corner and point on the westerly right-of-way line of Willow Springs Ranch Road, and following said road on the next seven courses;

Thence S 18°49'18" E, a distance of 1627.22 feet to corner 3;

Thence S 19°17'40" E, a distance of 152.36 feet to corner 4;

Thence S 22°05'16" E, a distance of 854.17 feet to corner 5;

Thence S 16°13'11" E, a distance of 396.04 feet to corner 6;

Thence leaving said road and proceeding S 41°14'41" W, a distance of 20295.87 feet to corner 7, the SW corner and point on the west line of said Grant;

Thence N 12°58'33" W, a distance of 1244.87 feet to corner 8, a brass cap monument;

Thence N 12°55'40" W, a distance of 994.55 feet to corner 9 a brass cap monument;

Thence N 12°57'46" W, a distance of 1015.50 feet to corner 1, the point of beginning.

Said parcel contains 1217.073 acres, more or less.

**SUPPLEMENTAL DECLARATION AND ADDENDUM TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR AND AFFECTING REAL PROPERTY KNOWN AS
HIGHLAND SPRINGS RANCH
SOCORRO COUNTY, NEW MEXICO**

THIS SUPPLEMENTAL DELCARATION AND ADDENDUM TO COVENANTS, CONDITIONS AND RESTRICTIONS, made this 11 day of July, 2006 by FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as Trustee, Trust #8576 ("Declarant"), which is the owner of a certain tract of land in Socorro County, New Mexico (the "Additional Land") described as:

See Legal Description Attached as Exhibit 'A'

Pursuant to instructions from its beneficiary, HIGHLAND SPRINGS, L.L.C., an Arizona limited-liability company ("Developer"), Declarant desires to subject the Additional Land to the covenants, conditions and restrictions for the purpose of preserving and protecting the value of the Additional Land, its natural beauty, and its desirability for use as a quality residential, recreational and resort area, and in furtherance of a common plan.

NOW, THEREFORE, Declarant does hereby incorporate by reference and subject the Additional Land described above to the covenants, conditions and restrictions filed of record on the 13th day of December 2004 in Book 511, Pages 1309 through 1318 ("Declaration"). Declarant, in accordance with Paragraph 4 of the aforesaid covenants, conditions and restrictions, declares the Additional Lands hereto to be Expansion Land, and to be an expansion and addition to the lands described in Exhibit "A" attached to the covenants, conditions and restrictions recorded in Book 511, Pages 1309 through 1318, with reasonable variances to the covenants, conditions and restrictions as noted below:

1. Paragraph 3.I is amended to include the following sentence:

The Association will be entitled to recover reasonable attorney fees and costs for any effort to collect delinquent dues and to foreclose said liens.

2. Paragraph 5 is amended as follows:

- a. Amend and restate subsection M as follows:

M. No swine shall be raised, bred or kept on any Parcel. No chickens or ducks may be raised, bred or kept for commercial purposes on any Parcel. A Parcel may be used for ranching, including the use and keeping of no more than five (5) horses and three (3) cows per Parcel. For an Owner to use his/her Parcel for his/her own animals, the Parcel must be adequately fenced with a legal fence as defined by the New Mexico Statutes so as to prevent the movement of livestock and animals from the Owner's Parcel. Developer may permit grazing

on the entire Ranch, however, Owners may exclude their Parcel from such grazing by fencing out animals otherwise permitted to graze on the Ranch at large. Under no circumstances shall a stockyard, dairy or kennel be permitted on any Parcel.

b. To add subsection W as follows:

W. Water conservation within the Subdivision boundaries shall be encouraged. Water-saving fixtures shall be installed in all new residential structures. Water-saving fixtures shall include, but not be limited to, low flush toilets, low flow shower heads, low flow faucets, and insulation of hot water pipes. For outdoor use, low water use landscaping techniques (xeriscaping) shall be promoted, using the techniques outlined in New Mexico State Engineer Office Technical Report no. 48. Irrigated turf areas shall not exceed 1,200 square feet in size on each Parcel. Garden areas shall not exceed 1,000 square feet in size on each Parcel. Water harvesting features, including but not limited to cisterns, downspout collection, and grading, shall be encouraged.

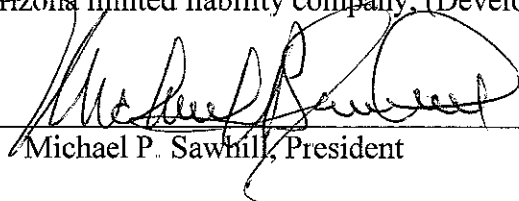
3. Paragraph 6 is amended to add subsection H as follows:

H. To modify or suspend the setback requirements set forth in Paragraph 5(D) above to situation involving common ownership of two or more contiguous parcels.

Dated this 11 day of July, 2006.

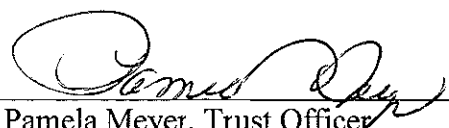
HIGHLAND SPRINGS, L.L.C.
An Arizona limited liability company, (Developer)

By: _____


Michael P. Sawhill, President

FIRST AMERICAN TITLE INSURANCE COMPANY,
a California corporation, as Trustee, Trust #8576,
(Declarant)

By: _____


Pamela Meyer, Trust Officer

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me the 11 day of July 2006, by Michael P. Sawhill as President of Highland Springs, L.L.C., an Arizona limited liability company.

Kathleen Fenton
Notary Public

My commission expires:



STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me the 11 day of July 2006, by Pamela Meyer as Trust Officer of First American Title Insurance Company, a California company, Trustee, Trust #8576.

Elaine M. Gill
Notary Public

My commission expires:



TRACT 1

A TRACT OF LAND IN THE NORTH PART OF THE PEDRO ARMENDARIS GRANT NO. 34, LYING NORTH OF INTERSTATE HIGHWAY 25, CONSISTING OF THE FOLLOWING PROJECTED SECTIONS:

PART OF 7, 17, 18 AND 20 AND ALL OF 19, 29 AND 30 OF T5S, R2W, NMPM;

PART OF 13 AND 24 AND ALL OF 25 OF T5S, R3W, NMPM;

ALSO CONSISTING OF LOTS 1-B, 1-D, A PORTION OF 1-C, AND HEADQUARTERS PARCEL AS SHOWN ON THE FINAL ALTA SURVEY PLAT OF A PORTION OF PROPERTY OF WILLOW SPRINGS RANCH DATED SEPTEMBER 3, 2004 BY LANDMARK SURVEYING, SOCORRO COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER 1, THE SW CORNER OF THE HEREIN-DESCRIBED TRACT, BEING A STONE MONUMENT MARKED "CC" AT THE SW CLOSING CORNER OF SECTION 25, T5S, R3W, NMPM ON THE WEST BOUNDARY OF THE PEDRO ARMENDARIS GRANT NO. 34; THENCE N 01°02'06" E, A DISTANCE OF 5295.48 FEET TO CORNER 2, A STONE MONUMENT MARKED "CC" ON THE WEST BOUNDARY OF SAID GRANT; THENCE N 00°37'24" E, A DISTANCE OF 3469.30 FEET TO CORNER 3, A 1/2" REBAR ON THE WEST BOUNDARY OF SAID GRANT; THENCE N 30°51'36" E, A DISTANCE OF 1454.14 FEET TO CORNER 4, A FENCE CORNER TAGGED LS 11598; THENCE N 20°41'13" W, A DISTANCE OF 724.22 FEET TO CORNER 5, A FENCE CORNER TAGGED LS 11598; THENCE S 86°41'57" W, A DISTANCE OF 14.05 FEET TO CORNER 6, A FENCE CORNER TAGGED LS 11598; THENCE N 47°53'44" W, A DISTANCE OF 608.13 FEET TO CORNER 7, A 1/2" REBAR ON THE WEST BOUNDARY OF SAID GRANT; THENCE N 00°34'04" E, A DISTANCE OF 3586.79 FEET TO CORNER 8, THE NW CORNER AND A 1/2" REBAR ON THE WEST BOUNDARY OF SAID GRANT; THENCE S 89°38'15" E, A DISTANCE OF 4656.86 FEET TO CORNER 9, A 1/2" REBAR; THENCE N 00°26'35" E, A DISTANCE OF 3369.28 FEET TO CORNER 10, A 1/2" REBAR ON THE NORTH BOUNDARY OF SAID GRANT; THENCE S 89°38'15" E, A DISTANCE OF 130.56 FEET TO CORNER 11, A STONE MONUMENT (MARKING UNCLEAR); THENCE S 89°50'52" E, A DISTANCE OF 2543.75 FEET TO CORNER 12, A 1/2" REBAR AT THE CENTERLINE OF RYAN HILL CANYON ROAD, AND FOLLOWING SAID CENTERLINE ON THE NEXT 40 COURSES;

- 1) S 00°35'16" W, A DISTANCE OF 48.75 FEET TO CORNER 13;
- 2) S 14°47'08" E, A DISTANCE OF 130.33 FEET TO CORNER 14;
- 3) S 35°02'30" E, A DISTANCE OF 73.48 FEET TO CORNER 15;
- 4) S 33°46'25" E, A DISTANCE OF 76.11 FEET TO CORNER 16;
- 5) S 33°50'09" E, A DISTANCE OF 139.85 FEET TO CORNER 17;
- 6) S 27°33'39" E, A DISTANCE OF 91.29 FEET TO CORNER 18;
- 7) S 34°27'17" E, A DISTANCE OF 107.77 FEET TO CORNER 19;
- 8) S 27°03'59" E, A DISTANCE OF 117.16 FEET TO CORNER 20;
- 9) S 29°08'16" E, A DISTANCE OF 109.15 FEET TO CORNER 21;
- 10) S 32°54'04" E, A DISTANCE OF 124.26 FEET TO CORNER 22;
- 11) S 37°55'26" E, A DISTANCE OF 147.25 FEET TO CORNER 23;
- 12) S 47°23'01" E, A DISTANCE OF 49.51 FEET TO CORNER 24;
- 13) S 55°09'21" E, A DISTANCE OF 120.30 FEET TO CORNER 25;
- 14) S 41°00'40" E, A DISTANCE OF 238.84 FEET TO CORNER 26;
- 15) S 38°31'15" E, A DISTANCE OF 172.48 FEET TO CORNER 27;
- 16) S 33°57'41" E, A DISTANCE OF 88.64 FEET TO CORNER 28;
- 17) S 30°25'43" E, A DISTANCE OF 77.53 FEET TO CORNER 29;

18) S 34°50'21" E, A DISTANCE OF 45.46 FEET TO CORNER 30;
19) S 47°45'33" E, A DISTANCE OF 129.24 FEET TO CORNER 31;
20) S 42°01'38" E, A DISTANCE OF 124.27 FEET TO CORNER 32;
21) S 38°43'15" E, A DISTANCE OF 241.25 FEET TO CORNER 33;
22) S 38°07'42" E, A DISTANCE OF 181.18 FEET TO CORNER 34;
23) S 45°22'14" E, A DISTANCE OF 113.27 FEET TO CORNER 35;
24) S 43°29'07" E, A DISTANCE OF 72.58 FEET TO CORNER 36;
25) S 42°05'17" E, A DISTANCE OF 223.93 FEET TO CORNER 37;
26) S 46°40'55" E, A DISTANCE OF 104.97 FEET TO CORNER 38;
27) S 52°54'45" E, A DISTANCE OF 112.71 FEET TO CORNER 39;
28) S 51°37'28" E, A DISTANCE OF 90.14 FEET TO CORNER 40;
29) S 46°07'49" E, A DISTANCE OF 81.22 FEET TO CORNER 41;
30) S 39°17'16" E, A DISTANCE OF 81.91 FEET TO CORNER 42;
31) S 37°17'30" E, A DISTANCE OF 186.01 FEET TO CORNER 43;
32) S 34°43'52" E, A DISTANCE OF 126.22 FEET TO CORNER 44;
33) S 31°21'04" E, A DISTANCE OF 62.43 FEET TO CORNER 45;
34) S 38°21'42" E, A DISTANCE OF 136.11 FEET TO CORNER 46;
35) S 37°50'07" E, A DISTANCE OF 106.65 FEET TO CORNER 47;
36) S 45°49'38" E, A DISTANCE OF 47.40 FEET TO CORNER 48;
37) S 58°47'42" E, A DISTANCE OF 81.07 FEET TO CORNER 49;
38) S 50°26'41" E, A DISTANCE OF 116.77 FEET TO CORNER 50;
39) S 62°13'22" E, A DISTANCE OF 78.58 FEET TO CORNER 51;
40) S 71°05'44" E, A DISTANCE OF 44.23 FEET TO CORNER 52, A 1/2" REBAR AT THE CENTERLINE OF RYAN HILL CANYON ROAD, ANTELOPE RUN AND PAINTED HORSE ROAD;
THENCE LEAVING RYAN CANYON HILL ROAD AND CONTINUING S 71°05'44" E, A DISTANCE OF 27.80 FEET TO CORNER 53, A POINT ON THE EAST RIGHT-OF-WAY LINE OF PAINTED HORSE ROAD;
THENCE FOLLOWING THE EAST RIGHT-OF-WAY LINE OF PAINTED HORSE ROAD THE NEXT 11 COURSES;
1) S 07°02'28" E, A DISTANCE OF 187.47 FEET TO CORNER 54, A 5/8" REBAR W/ALUMINUM CAP MARKED SOUDER MILLER LS 11598;
2) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET THROUGH A CENTRAL ANGLE OF 33°26'25" FOR AN ARC LENGTH OF 43.77 FEET AND HAVING A CHORD THAT BEARS S 23°45'41" E, A DISTANCE OF 43.15 FEET TO CORNER 55, A 5/8" REBAR W/ALUMINUM CAP MARKED SOUDER MILLER LS 11598;
3) N 40°28'53" E, A DISTANCE OF 50.12 FEET TO CORNER 56, A 5/8" REBAR W/ALUMINUM CAP MARKED SOUDER MILLER LS 11598;
4) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET THROUGH A CENTRAL ANGLE OF 29°46'40" FOR AN ARC LENGTH OF 116.94 FEET AND HAVING A CHORD THAT BEARS S 25°35'33" E, A DISTANCE OF 115.63 FEET TO CORNER 57, A 5/8" REBAR W/ALUMINUM CAP MARKED SOUDER MILLER LS 11598;
5) S 10°42'13" E, A DISTANCE OF 173.16 FEET TO CORNER 58, A 5/8" REBAR W/ALUMINUM CAP MARKED SOUDER MILLER LS 11598;
6) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET THROUGH A CENTRAL ANGLE OF 19°10'55" FOR AN ARC LENGTH OF 58.59 FEET AND HAVING A CHORD THAT BEARS S 20°17'40" E, A DISTANCE OF 58.31 FEET TO CORNER 59, A 5/8" REBAR W/ALUMINUM CAP MARKED SOUDER MILLER LS 11598;
7) S 29°53'08" E, A DISTANCE OF 62.02 FEET TO CORNER 60, MONUMENTED BY A 5/8" REBAR W/ALUMINUM CAP MARKED SOUDER MILLER LS 11598;
8) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET THROUGH A CENTRAL ANGLE OF 08°52'14" FOR AN ARC LENGTH OF 34.83 FEET AND HAVING A CHORD THAT BEARS S 25°27'01" E, A DISTANCE OF 34.80 FEET TO CORNER 61, A 5/8" REBAR W/ALUMINUM CAP MARKED SOUDER MILLER LS 11598;
9) S 21°00'54" E, A DISTANCE OF 242.92 FEET TO CORNER 62, MONUMENTED BY A 5/8" REBAR W/ALUMINUM CAP MARKED SOUDER MILLER LS 11598;

10) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 525.00 FEET THROUGH A CENTRAL ANGLE OF 03°46'07" FOR AN ARC LENGTH OF 34.53 FEET AND HAVING A CHORD THAT BEARS S 19°07'50" E, A DISTANCE OF 34.52 FEET TO CORNER 63, A 5/8" REBAR W/ALUMINUM CAP MARKED SOUDER MILLER LS 11598;
11) S 17°14'47" E, A DISTANCE OF 103.77 FEET TO CORNER 64, A 5/8" REBAR W/ALUMINUM CAP MARKED SOUDER MILLER LS 11598;
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 72°14'18" FOR AN ARC LENGTH OF 63.04 FEET AND HAVING A CHORD THAT BEARS S 53°21'56" E, A DISTANCE OF 58.95 FEET TO CORNER 65, A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SUNNYSIDE COURT, MONUMENTED BY A 5/8" REBAR W/ALUMINUM CAP MARKED SOUDER MILLER LS 11598;
THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SUNNYSIDE COURT, S 89°29'05" E, A DISTANCE OF 2000.09 FEET TO CORNER 66, A 5/8" REBAR W/ALUMINUM CAP MARKED SOUDER MILLER LS 11598;
THENCE S 00°30'55" W, A DISTANCE OF 1975.00 FEET TO CORNER 67, A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COTTONTAIL COURT, MONUMENTED BY A 5/8" REBAR W/ALUMINUM CAP MARKED SOUDER MILLER LS 11598;
THENCE S 89°29'05" E, A DISTANCE OF 1697.12 FEET TO CORNER 68, A 5/8" REBAR W/ALUMINUM CAP MARKED SOUDER MILLER LS 11598;
THENCE S 00°30'55" W, A DISTANCE OF 1752.00 FEET TO CORNER 69, A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SUNSET VISTA ROAD MONUMENTED BY A 5/8" REBAR W/ALUMINUM CAP MARKED SOUDER MILLER LS 11598;
THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SUNSET VISTA ROAD, S 89°29'05" E, A DISTANCE OF 1026.83 FEET TO CORNER 70, A POINT ON THE EAST LINE OF SAID LOT 1-C MONUMENTED BY A 5/8" REBAR W/ALUMINUM CAP MARKED SOUDER MILLER LS 11598;
THENCE S 00°08'10" W, A DISTANCE OF 9884.52 FEET TO CORNER 71, A 5/8" REBAR W/ALUMINUM CAP MARKED SOUDER MILLER LS 11598;
THENCE N 89°29'05" W, A DISTANCE OF 15460.51 FEET TO THE POINT OF BEGINNING. SAID TRACT 1 CONTAINS 5,179.64 ACRES, MORE OR LESS.

A PART OF TRACT 2 IN LOT 40

A TRACT OF LAND IN THE NORTH PART OF THE PEDRO ARMENDARIS GRANT NO 34, LYING WEST OF INTERSTATE HIGHWAY 25, CONSISTING OF THE FOLLOWING PROJECTED SECTIONS:

PART OF 5, 7, 8 AND 18 AND ALL OF 6, T6S, R2W, NMPM, AND PART OF 2, 11, 13 AND 14 AND ALL OF 1 AND 12 OF T6S, R3W, NMPM, AS SHOWN ON THE FINAL ALTA SURVEY PLAT OF A PORTION OF PROPERTY OF WILLOW SPRINGS RANCH DATED SEPTEMBER 3, 2004 BY LANDMARK SURVEYING, SOCORRO COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER 1, THE NW CORNER OF THE HEREIN-DESCRIBED TRACT, BEING A STONE MONUMENT MARKED "CC" AT THE SW CLOSING CORNER OF SECTION 36, T5S, R3W, NMPM ON THE WEST BOUNDARY OF THE PEDRO ARMENDARIS GRANT NO 34;
THENCE S 89°32'05" E, A DISTANCE OF 15398.79 FEET TO CORNER 2, ALONG THE TOWNSHIP LINE COMMON TO TOWNSHIPS 5 AND 6 SOUTH TO THE WESTERLY RIGHT-OF-WAY LINE OF EXISTING COUNTY ROAD WILLOW SPRINGS RANCH ROAD MONUMENTED BY A 5/8" REBAR W/ALUMINUM CAP MARKED LS 11598;
THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE NEXT TWO COURSES;
1) S 20°04'11" E, A DISTANCE OF 829.96 FEET TO CORNER 3, A 5/8" REBAR W/ALUMINUM CAP MARKED 11598;

2) S 18°48'39" E, A DISTANCE OF 373 43 FEET TO CORNER 4, THE NORTHEAST CORNER OF HIGHLAND SPRINGS RANCH PHASE III FILED FOR RECORD MARCH 2, 2005 IN BOOK AA, PAGE 2640 MONUMENTED BY A 1/2" REBAR W/CAP MARKED "EDGINGTON 9060"; THENCE ALONG THE NORTHERLY LINE OF SAID HIGHLAND SPRINGS RANCH PHASE III S 41°14'41" W, A DISTANCE OF 19875.24 FEET TO CORNER 5, A POINT ON THE PEDRO ARMENDARIS GRANT BOUNDARY AND THE NORTHWEST CORNER OF SAID HIGHLAND SPRINGS RANCH PHASE III MONUMENTED BY A 1/2" REBAR W/CAP MARKED "EDGINGTON 9060"; THENCE ALONG SAID PEDRO ARMENDARIS LAND GRANT THE FOLLOWING SIXTEEN COURSES:

- 1) N 12°57'46" W, A DISTANCE OF 638 25 FEET TO CORNER 6, A GOVERNMENT BRASS CAP MONUMENT MARKED "13M";
- 2) N 13°10'55" W, A DISTANCE OF 1091 72 FEET TO CORNER 7, A GOVERNMENT BRASS CAP MONUMENT MARKED "CC";
- 3) N 13°10'58" W, A DISTANCE OF 1441 75 FEET TO CORNER 8, A GOVERNMENT BRASS CAP MONUMENT;
- 4) N 13°09'20" W, A DISTANCE OF 138 33 FEET TO CORNER 9, A GOVERNMENT BRASS CAP MONUMENT MARKED "13 1/2M"
- 5) N 13°11'04" W, A DISTANCE OF 1147 15 FEET TO CORNER 10, A GOVERNMENT BRASS CAP MONUMENT MARKED "1/4";
- 6) N 13°10'18" W, A DISTANCE OF 1524 35 FEET TO CORNER 11, A GOVERNMENT BRASS CAP MONUMENT MARKED "14M";
- 7) N 13°23'04" W, A DISTANCE OF 1196.08 FEET TO CORNER 12, A GOVERNMENT BRASS CAP MONUMENT MARKED "CC";
- 8) N 13°22'58" W, A DISTANCE OF 1541.80 FEET TO CORNER 13, A GOVERNMENT BRASS CAP MONUMENT MARKED "14 1/2M";
- 9) N 13°23'27" W, A DISTANCE OF 1188.01 FEET TO CORNER 14, A GOVERNMENT BRASS CAP MONUMENT MARKED "1/4M";
- 10) N 13°23'03" W, A DISTANCE OF 1550.75 FEET TO CORNER 15, A GOVERNMENT BRASS CAP MONUMENT MARKED "15M";
- 11) N 10°52'40" W, A DISTANCE OF 706.81 FEET TO CORNER 16, A GOVERNMENT BRASS CAP MONUMENT;
- 12) N 00°40'22" E, A DISTANCE OF 452 54 FEET TO CORNER 17, A GOVERNMENT BRASS CAP MONUMENT MARKED "CC";
- 13) N 00°38'30" E, A DISTANCE OF 652 88 FEET TO CORNER 18, A GOVERNMENT BRASS CAP MONUMENT MARKED "5M"
- 14) N 00°52'48" E, A DISTANCE OF 1986 81 FEET TO CORNER 19, A GOVERNMENT BRASS CAP MONUMENT;
- 15) N 00°51'46" E, A DISTANCE OF 657 58 FEET TO CORNER 20, A GOVERNMENT BRASS CAP MONUMENT MARKED "4 1/2M";
- 16) N 00°53'04" E, A DISTANCE OF 606 43 FEET TO THE POINT OF BEGINNING;

SAID PART OF TRACT 2 OF LOT 40 CONTAINS 3248.85 ACRES, MORE OR LESS

COUNTY OF SOCORRO)
STATE OF NEW MEXICO) ss COVENANTS
PAGES: 7

I Hereby Certify That This Instrument Was Filed for
Record On The 13TH Day Of July, A D , 2006 at 12:31 PM
And Was Duly Recorded as Instrument # 200602398
Of The Records Of SOCORRO COUNTY CLERK

Witness My Hand And Seal Of Office
AUDREY JARAMILLO
Deputy _____ County Clerk, Socorro, NM