

CONDOMINIUM DECLARATION
FOR
The Louisiana Purchase, a Condominium

D. R. Horton, Inc. ("the Declarant"), owner of the real property in Bernalillo County, New Mexico described in Exhibit "A" attached hereto ("the Property"), hereby makes this Declaration ("Declaration") in order to create with respect to the Property a Condominium to be known as The Louisiana Purchase, a Condominium ("Condominium") under the New Mexico Condominium Act ("the Act").

1. SUBMISSION OF LAND TO THE ACT. The Property, together with the improvements constructed thereon, is hereby submitted to the provisions of the Act.

2. DEFINITIONS. Terms not otherwise defined herein or in the Plat ("the Plat"), the Plans ("the Plan"), or the Bylaws of the unit owners' association ("Bylaws") have the meanings specified in Section 47-7A-3 of the Act. The unit owners' association shall be known as The Louisiana Purchase Condominium Association, Inc. ("Association").

3. BUILDINGS AND UNITS.

A. Buildings. The location of the buildings on the Property are shown on the Plat attached hereto as Exhibit "B".

B. Units. The location and dimensions of Units within the buildings on the Property is shown on the Plans attached hereto as Exhibit "C". Attached as Exhibit "D" hereto is a list of all Units, their identifying numbers, size (all as shown more fully on the Plat and the Plans), and the undivided percentage interest of each Unit Owner in the Common Elements and Common Expenses ("Percentage Interest") appurtenant to each Unit. The "size" of each Unit is the total number of square feet contained therein determined by reference to the dimensions shown on the Plat and Plans. The locations of the Common Elements to which each Unit has direct access are shown on the Plat and the Plans. Each Unit shall be allotted one vote in the Association.

C. Unit Boundaries. Each Unit consists of the space within the following boundaries.

1) Upper and Lower (Horizontal) Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries of the Unit or of a stairwell within the Unit:

a) Upper Boundaries. The horizontal plane of the under surface of the ceiling or roof rafters.

b) Lower Boundaries. The horizontal plane of the upper surfaces of the floor concrete slab or floor decking.

2) Perimetrical (Vertical) Boundaries. The perimetrical boundaries of



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the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries: The vertical planes adjacent to and which include the inner surface of the wall framing of the area separation (interior) and exterior walls of the building bounding a Unit (and in the case of each Unit which has a stairwell serving it only, such boundaries shall also include the vertical planes adjacent to and which include the inner surface of the wall framing of the walls bounding such stairwell). The perimetrical boundaries include projections from the above described vertical planes that encompass the exterior surfaces of the doors and windows (including frames and hardware).

3) Garage. Each Unit includes a garage as described on the Plans. The boundaries of a garage are described in the same manner as the boundaries of the unit, except that the upper boundary is the lower surface of the C channel to which the ceiling drywall is attached.

D. Maintenance Responsibilities. Notwithstanding the ownership of various portions of the Common Elements and the Units by virtue of the foregoing boundary description, the provisions of the Bylaws shall govern the division of maintenance and repair responsibilities between the Unit Owners and the Association.

E. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units and subdivision of Units will not be permitted.

F. Limited Common Elements. The patio or balcony, backyard (if applicable), air conditioner compressor pads, refuge receptacle areas appurtenant to each Unit and the driveway in front of each Unit's garage are Limited Common Elements for the exclusive use of the owner of that Unit.

4. DESIGNATION OF RESERVED COMMON ELEMENTS. The Board of Directors shall have the power in their discretion to designate from time to time certain Common Elements as "Reserved Common Elements" and grant reserved rights to any or less than all of the Unit Owners and establish a reasonable charge to such Unit Owners for the use and maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of the Common Elements.

5. UNIT USE. No Unit shall be used for other than housing and the related common purposes for which the Property was designated.

6. RESERVATION OF USE BY DECLARANT. All Units shall be subject to the statutory right in favor of Declarant provided in Section 47-7B-15 of the Act. Declarant reserves the right to use any Units owned by Declarant as models, management offices, or sales offices as owner or lessee. Declarant reserves the right to relocate the same from time to time within the Property; upon relocation or sale of a model, management office, or sales office, the furnishings thereof may be removed. Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of Declarant.



7. UNIT OWNERS' EASEMENTS. Each Unit Owner is hereby granted a non-exclusive easement in common with each other Unit Owner appurtenant to each Unit for ingress and egress through all Common Elements, subject to such reasonable rules, regulations, and restrictions as may be imposed by the Association.

8. ACCESS. Declarant reserves in favor of Declarant and any managing agent or other person authorized by the Board of Directors a right of access to any Unit as provided in Section 47-7C-7 of the Act and Article V, Section 9 of the Bylaws. In case of emergency, such entry shall be immediate whether the Unit Owner is present at the time or not.

9. DECLARANT'S RIGHT TO LEASE. Declarant shall retain title to each Unit not sold to any purchaser. Declarant retains the right to enter into leases with any third parties for the occupancy of any of the Units retained by Declarant and not sold to any purchaser.

10. RESERVED DEVELOPMENT RIGHTS.

A. Additional Land. Declarant hereby expressly reserves the rights, until the seventh anniversary of the recordation hereof, to add up to all of the balance of Lot lettered "X-2" in Block numbered Thirteen (13) of Tract "A", Unit "A", of NORTH ALBUQUERQUE ACRES ("Additional Land") to the Condominium and to create upon such Additional Land up to 44 additional units in accordance with Section 47-7B-10 of the Act without the consent of any Unit Owner or mortgagee. This development right may be exercised with respect to different portions of the Additional Land at different times. No assurance is given as to the boundaries of any of the Additional Land with respect to which the Declarant may exercise its development rights nor the order in which any portion may be subject to the exercise of such right. If the development right is exercised as to any portion, the development right is not required to be exercised with respect to any other portion. Should Declarant exercise the right to add additional Units to the Condominium, the Percentage Interest of each Unit may be computed on the basis of size as specified in Paragraph 3B above or may be uniform, but in any event each Unit shall be allocated one vote in the Association. Since the total Percentage Interest of the Condominium shall always equal 100%, the total Percentage Interest allocated to Units listed in Exhibit "D" will be readjusted accordingly.

B. Declarant's Easement. Whether or not Declarant exercises the right under subparagraph A above, Declarant does hereby reserve the right of way for ingress and egress over the Property to and from the Additional Land and a right to connect with, make use of, and maintain, repair, and replace utility and drainage lines within the Property and to grant such easements for roadways and utilities as may be necessary to complete the development or improvement of the Additional Land.

C. Exercise of Development Right. If the development right is exercised as to any portion of the Additional Land, the date the amendment to this Declaration is filed pursuant to Section 47-7B-10A shall be the effective date for granting voting rights and for assigning assessments to the additional units. All future improvements on the Additional Land will be consistent with the initial improvements in terms of quality of construction.

11. PERIOD OF DECLARANT CONTROL. Until no later than the earlier of (a) four



months after 75% of the Units (including those to be constructed on the Additional Land) have been conveyed to Unit Owners or (b) five years after the first Unit is conveyed to a Unit Owner, the Declarant may appoint and remove the officers and members of the Board of Directors of the Association, subject to the limitations in Section 47-7C-3 of the Act.

12. RIGHTS OF SECURED LENDERS.

A. Priority. Except as specifically provided in the Act, this Declaration, and the Bylaws, no provisions therein shall be construed to grant to any Unit Owner, or to any other person, any priority over any rights of mortgagees.

B. Restrictions.

1) No material provisions in this Declaration or the Bylaws of the Association may be amended without approval of 51% of the holders of mortgages secured by Units. Implied approval may be assumed if a mortgagee fails to submit a response to a written proposal for an amendment within 30 days after the proposal is made. A change to any of the following would be considered as material:

- voting rights;
- increases in assessments that raise the previous assessed amount by more than 25%, assessment liens, or subordination of assessment liens;
- reductions in reserves for maintenance, repair, and replacement of common elements;
- responsibility for maintenance and repairs;
- reallocation of interests in the general or limited common elements, or rights to their use;
- redefinition of boundaries of any Unit or the exclusive easement rights appertaining thereto;
- convertibility of Units into common areas or vice versa;
- expansion or contraction of the Property, or the addition, annexation, or withdrawal of property to or from the Property;
- insurance or fidelity bonds;
- imposition of any restrictions on the leasing of Units;
- imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;



- a decision by the Owners' Association to establish self-management when professional management had been required previously by an eligible mortgage holder;
- restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;
- any action to terminate the legal status of the Property after substantial destruction or condemnation occurs; or
- any provisions that expressly benefit mortgage holders, insurers, or guarantors.

2) Termination of the legal status of the Property for reasons other than substantial destruction or condemnation shall not be effective without the approval of 67% of the holders of mortgages secured by Units.

13. AMENDMENT. Subject to the provisions of paragraph 12 above, this Declaration may be amended only by a vote of agreement of Unit Owners or Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

14. TAXATION. Each Unit and its percentage of undivided interest in the Common Elements shall be deemed to be a parcel subject to separate assessment and taxation.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 6th day of January, 2000.

D. R. Horton, Inc.

By: J. Mark Ferguson
 Its: Division President



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



OFFICIAL SEAL
RONALD R. AHLIN
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires: 4-30-2001

The foregoing instrument was acknowledged before me on this 7th day of January, 2000 by MARK FERGUSON, DIVISION PRES. of D. R. Horton, Inc., a Delaware corporation, on behalf of said corporation.

Ronald R. Ahlin
Notary Public

My Commission Expires:

4-30-2001



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CONDOMINIUM
PHASE ONE

The undersigned hereby certifies that all structural components and mechanical systems of all buildings containing any units created hereby are substantially complete in accordance with the plans to which this certificate is annexed.

D.R. Horton, Inc.,
a New Mexico corporation
(Declarant)

By: J Mark Ferguson

Its: Division President

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



OFFICIAL SEAL
RONALD R. AHLIN
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires: 4-30-2001

The foregoing instrument was acknowledged before me this 7TH day of JANUARY, 2000, by J. MARK FERGUSON DIV. PRES. of D. R. Horton, Inc., a Delaware corporation, on behalf of said corporation.

Ronald R. Ahlin
Notary Public

My Commission Expires:

4-30-2001



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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PHASE ONE (1)

BEGINNING AT THE NORTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED, FOUND A SURVEYORS CAP MARKED "11184" ALSO BEING THE NORTHEAST CORNER OF LOT "X-2", THENCE, S 00700' 18" E, 294.01 FEET ALONG THE EAST BOUNDARY OF SAID PHASE ONE (1) TO A FOUND PK NAIL TAGGED WITH A BRASS WASHER, THENCE, S 89759' 11" W, 131.30 FEET ALONG THE SOUTH BOUNDARY OF SAID PHASE ONE (1) TO A POINT, THENCE, N 00700' 13" E, 294.05 FEET ALONG THE WEST BOUNDARY OF SAID PHASE ONE (1) TO A POINT, THENCE, S 90700' 00" E, 131.26 FEET ALONG THE NORTH BOUNDARY OF SAID PHASE ONE (1) TO THE POINT OF BEGINNING AND CONTAINING 0.8861 OF AN ACRE MORE OR LESS.



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THE CALIFORNIA STATE PLAT
 PHASE 1 PLAT
 SECTION 24 T. 13 N. 3 E. N.M.P. #
 ALBUQUERQUE, NEW MEXICO
 DECEMBER 1999

LET NUMBER 111111 BEING REFERRED TO IN THE ABOVE MENTIONED PLAT IS A PART OF THE SAME AS BEING AND BEING ON THE PART OF SAID APPLICANT FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY AND BEING BY SAID COUNTY CLERK ON THE 12th DAY OF DECEMBER 1999.

THE UNDERSIGNED BEING OF THE LAW STATE UNDER AN OATH THAT ALL INSTRUMENTS OF SAID APPLICANT ARE TRUE AND CORRECT.

THE FOLLOWING INSTRUMENTS ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY:

1. PUBLIC HEALTH ORDER
2. PUBLIC HEALTH ORDER

DATE: 12-15-99
 STATE OF NEW MEXICO

APPROVED AND FORWARDED AS TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN BY THE COUNTY CLERK OF SAID COUNTY:

RECORDS OF THE NEAREST CORNER OF THE PHASE 1 PLAT BEING REFERRED TO IN THE ABOVE MENTIONED PLAT IS A PART OF THE SAME AS BEING AND BEING ON THE PART OF SAID APPLICANT FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY AND BEING BY SAID COUNTY CLERK ON THE 12th DAY OF DECEMBER 1999.

RECORDS OF THE NEAREST CORNER OF THE PHASE 2 PLAT BEING REFERRED TO IN THE ABOVE MENTIONED PLAT IS A PART OF THE SAME AS BEING AND BEING ON THE PART OF SAID APPLICANT FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY AND BEING BY SAID COUNTY CLERK ON THE 12th DAY OF DECEMBER 1999.

RECORDS OF THE NEAREST CORNER OF THE PHASE 3 PLAT BEING REFERRED TO IN THE ABOVE MENTIONED PLAT IS A PART OF THE SAME AS BEING AND BEING ON THE PART OF SAID APPLICANT FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY AND BEING BY SAID COUNTY CLERK ON THE 12th DAY OF DECEMBER 1999.

RECORDS OF THE NEAREST CORNER OF THE PHASE 4 PLAT BEING REFERRED TO IN THE ABOVE MENTIONED PLAT IS A PART OF THE SAME AS BEING AND BEING ON THE PART OF SAID APPLICANT FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY AND BEING BY SAID COUNTY CLERK ON THE 12th DAY OF DECEMBER 1999.

RECORDS OF THE NEAREST CORNER OF THE PHASE 5 PLAT BEING REFERRED TO IN THE ABOVE MENTIONED PLAT IS A PART OF THE SAME AS BEING AND BEING ON THE PART OF SAID APPLICANT FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY AND BEING BY SAID COUNTY CLERK ON THE 12th DAY OF DECEMBER 1999.

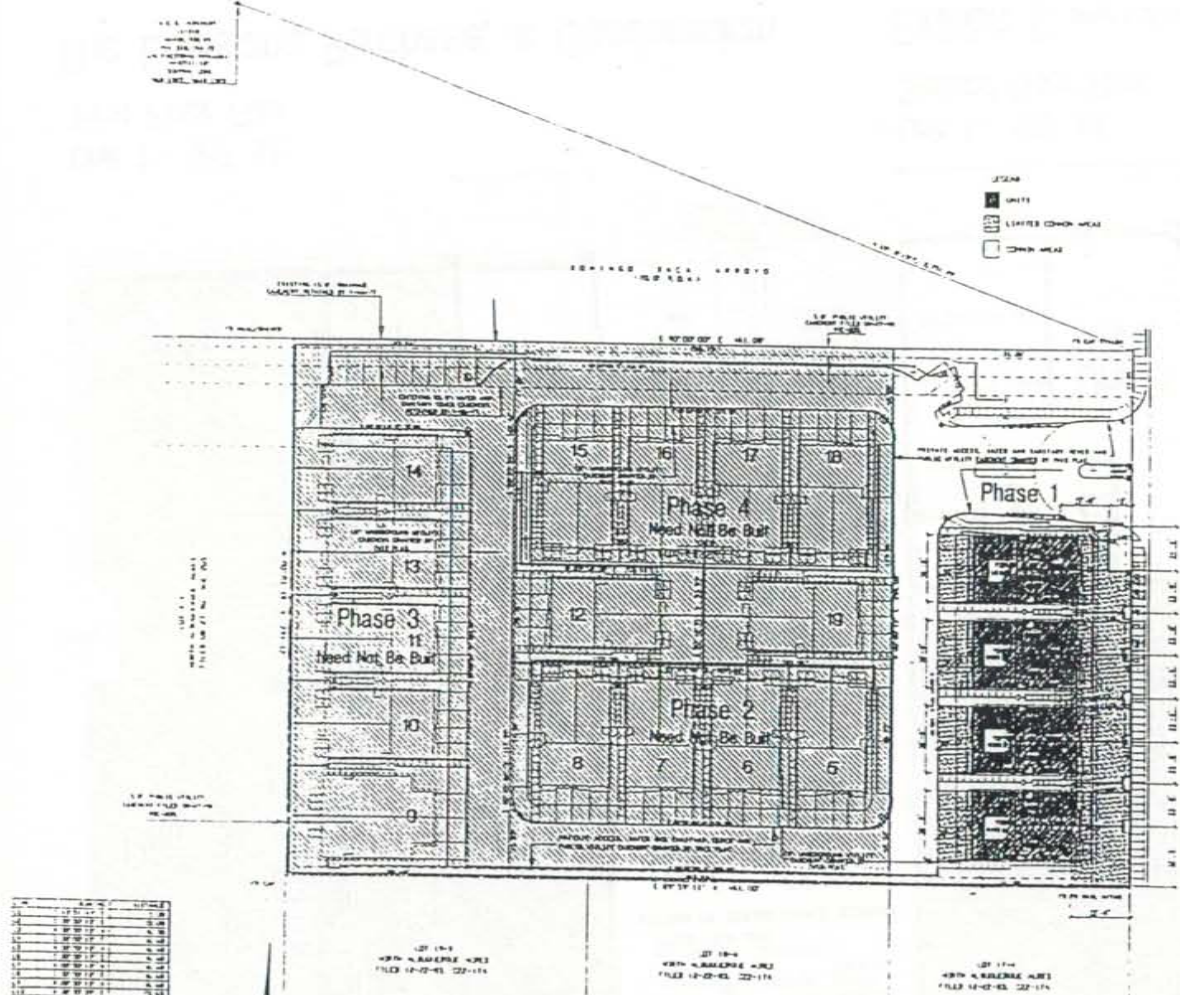
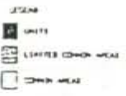
RECORDS OF THE NEAREST CORNER OF THE PHASE 6 PLAT BEING REFERRED TO IN THE ABOVE MENTIONED PLAT IS A PART OF THE SAME AS BEING AND BEING ON THE PART OF SAID APPLICANT FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY AND BEING BY SAID COUNTY CLERK ON THE 12th DAY OF DECEMBER 1999.

RECORDS OF THE NEAREST CORNER OF THE PHASE 7 PLAT BEING REFERRED TO IN THE ABOVE MENTIONED PLAT IS A PART OF THE SAME AS BEING AND BEING ON THE PART OF SAID APPLICANT FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY AND BEING BY SAID COUNTY CLERK ON THE 12th DAY OF DECEMBER 1999.

RECORDS OF THE NEAREST CORNER OF THE PHASE 8 PLAT BEING REFERRED TO IN THE ABOVE MENTIONED PLAT IS A PART OF THE SAME AS BEING AND BEING ON THE PART OF SAID APPLICANT FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY AND BEING BY SAID COUNTY CLERK ON THE 12th DAY OF DECEMBER 1999.

RECORDS OF THE NEAREST CORNER OF THE PHASE 9 PLAT BEING REFERRED TO IN THE ABOVE MENTIONED PLAT IS A PART OF THE SAME AS BEING AND BEING ON THE PART OF SAID APPLICANT FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY AND BEING BY SAID COUNTY CLERK ON THE 12th DAY OF DECEMBER 1999.

RECORDS OF THE NEAREST CORNER OF THE PHASE 10 PLAT BEING REFERRED TO IN THE ABOVE MENTIONED PLAT IS A PART OF THE SAME AS BEING AND BEING ON THE PART OF SAID APPLICANT FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY AND BEING BY SAID COUNTY CLERK ON THE 12th DAY OF DECEMBER 1999.



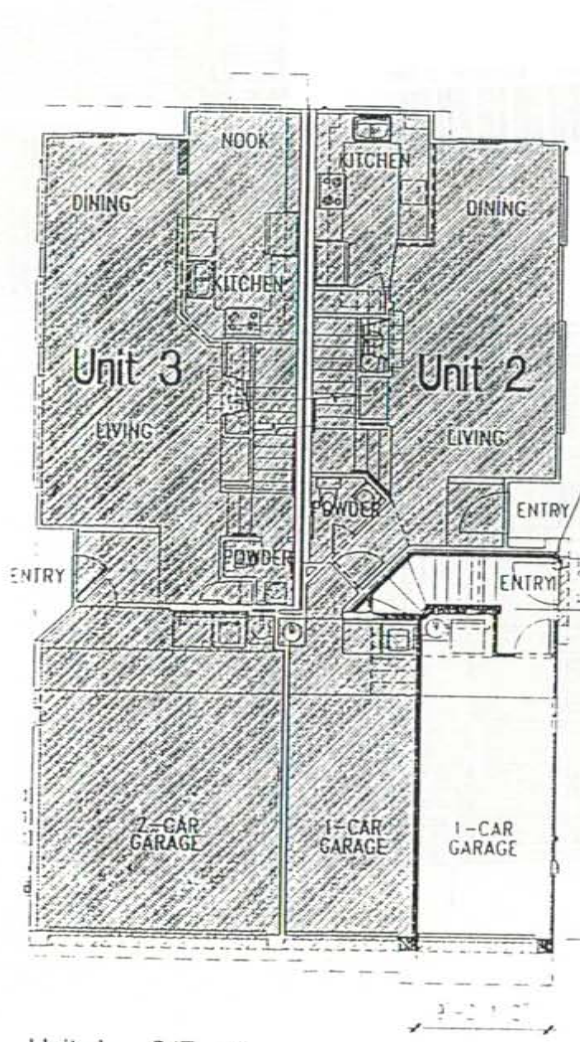
| Lot No. | Area (sq. ft.) | Area (sq. m.) |
|---------|----------------|---------------|
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| 2 | 1,111.11 | 0.102 |
| 3 | 1,111.11 | 0.102 |
| 4 | 1,111.11 | 0.102 |
| 5 | 1,111.11 | 0.102 |
| 6 | 1,111.11 | 0.102 |
| 7 | 1,111.11 | 0.102 |
| 8 | 1,111.11 | 0.102 |
| 9 | 1,111.11 | 0.102 |
| 10 | 1,111.11 | 0.102 |
| 11 | 1,111.11 | 0.102 |
| 12 | 1,111.11 | 0.102 |
| 13 | 1,111.11 | 0.102 |
| 14 | 1,111.11 | 0.102 |
| 15 | 1,111.11 | 0.102 |
| 16 | 1,111.11 | 0.102 |
| 17 | 1,111.11 | 0.102 |
| 18 | 1,111.11 | 0.102 |
| 19 | 1,111.11 | 0.102 |

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Exhibit B

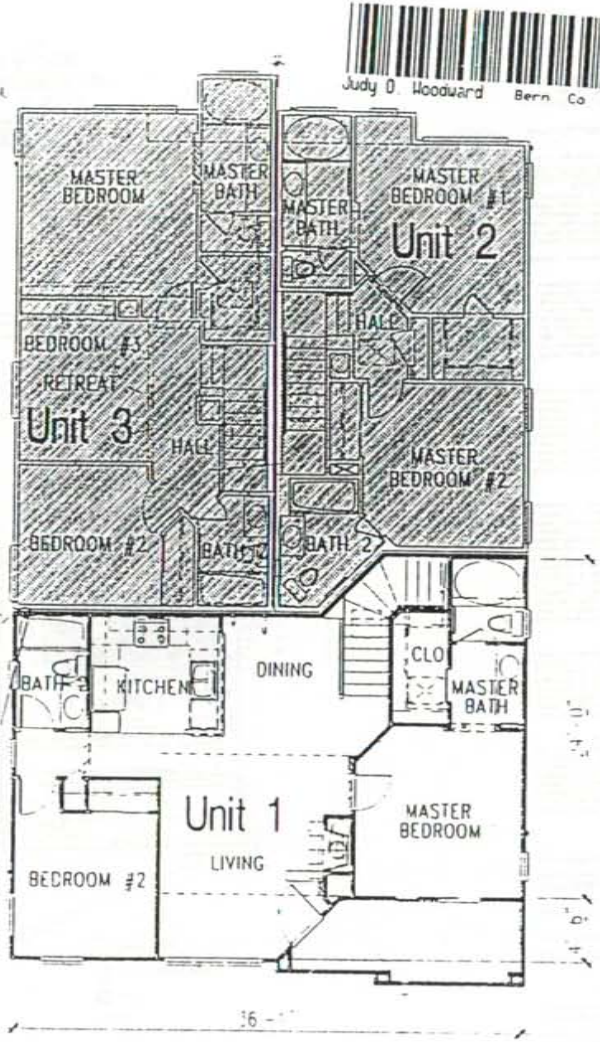
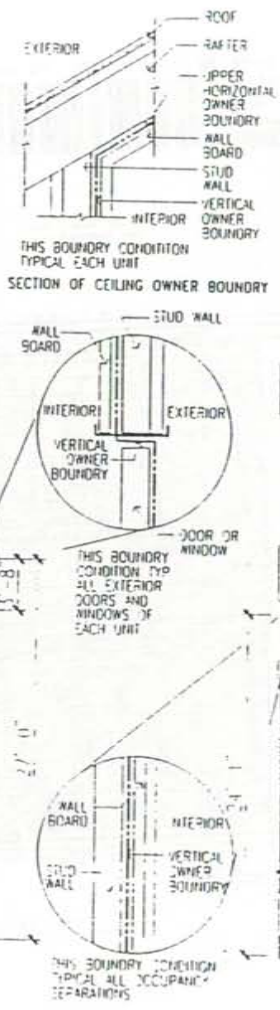


HAROLD SURVEYING COMPANY
 1001 10TH STREET N.W.
 ALBUQUERQUE, NEW MEXICO 87104
 505-242-5379 FAX 505-242-5378



Unit 1 - 917 s.f.
First Floor Plan

The Louisiana Purchase, a Condominium



Unit 1 - 917 s.f.
Second Floor Plan

Exhibit C page 1 of 3

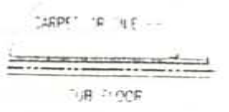
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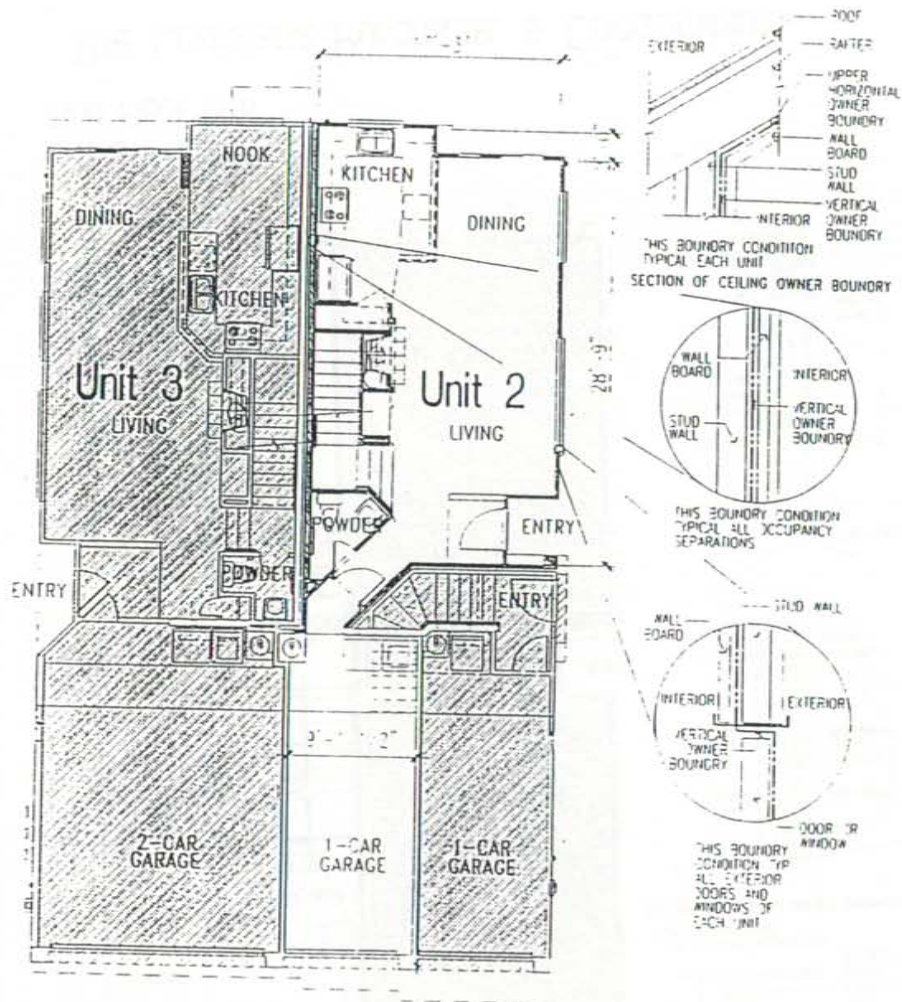


ARCHITECT'S CERTIFICATE
I, RONALD A. WITHERSPOON, A REGISTERED PROFESSIONAL NEW MEXICO ARCHITECT NO. 2502, CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS PLAN MEETS THE MINIMUM REQUIREMENTS FOR AND INFORMATION REQUIRED BY SECTION 17-9-1 OF THE NEW MEXICO CONDOMINIUM ACT (NMSA 1978).
Ronald A. Witherspoon 12/13/08
RONALD A. WITHERSPOON, REGISTERED ARCHITECT, NO. 2502, STATE OF NEW MEXICO
COUNTY *Sandoval*
ON THIS *13* DAY OF *December*, 1999, THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY *Ronald A. Witherspoon* MY COMMISSION EXPIRES *5/31/02*
NOTARY PUBLIC

THIS UNIT ONE PLAN PERTAINS TO ALL UNITS WITH IDENTIFYING NUMBERS THAT END WITH THE NUMERAL "1".
THE LOWER HORIZONTAL BOUNDARY SHALL BE TOP OF SLAB INDICATED ON THE PLAN.
HORIZONTAL OWNER BOUNDARY OF UNIT SHALL BE TOP OF TUB FLOOR AND UNIT JES OVER UNITS 2 AND 3 THE ALL UNITS WITH IDENTIFYING NUMERALS THAT END IN "1" SEE DETAIL REVIEW

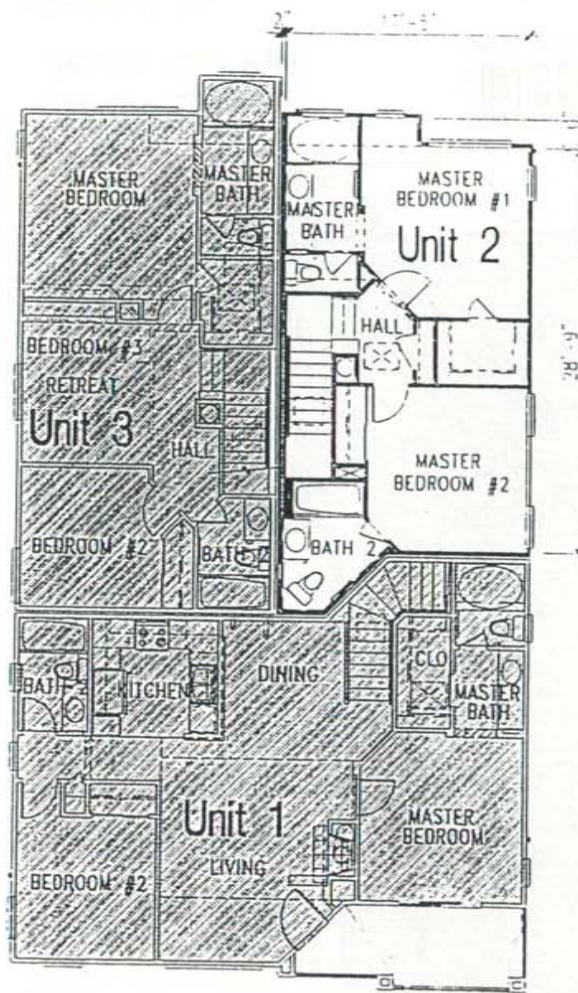


Dekker/Perich/Sabatini



Unit 2 - 1,071 s.f.
First Floor Plan

The Louisiana Purchase, a Condominium



Unit 2 - 1,071 s.f.
Second Floor Plan

Exhibit C page 2 of 3



ARCHITECT'S CERTIFICATE

I, RONALD A. WITHERSPOON, A REGISTERED PROFESSIONAL NEW MEXICO ARCHITECT NO. 2502, CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE, THIS PLAN MEETS THE MINIMUM REQUIREMENTS FOR, AND INFORMATION REQUIRED BY SECTION 17-19.1 OF THE NEW MEXICO CONDOMINIUM ACT (NMSA 1978).

Ronald A. Witherspoon
RONALD A. WITHERSPOON, REGISTERED ARCHITECT, NO. 2502, DATE 12/13/99

STATE OF NEW MEXICO

COUNTY *Sandoval*

ON THIS 13 DAY OF December 1999, THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY *Ronald A. Witherspoon* MY COMMISSION EXPIRES *3/31/01* WITARY HERE

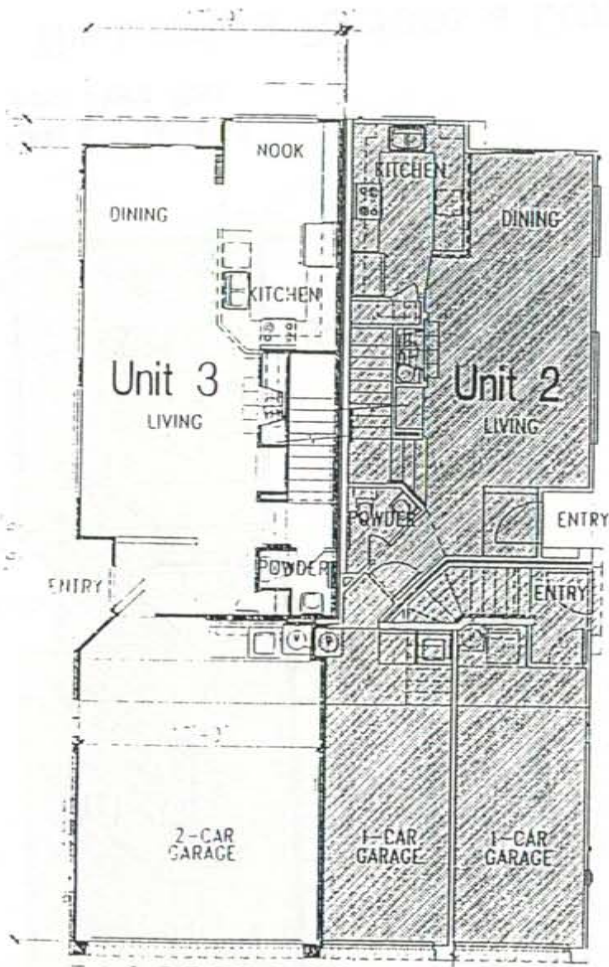
THIS UNIT ONE PLAN PERTAINS TO ALL UNITS WITH IDENTIFYING NUMBERS THAT END WITH THE NUMERAL "1"

THE LOWER HORIZONTAL BOUNDARY SHALL BE TOP OF SLAB INDICATED ON THE PLAN



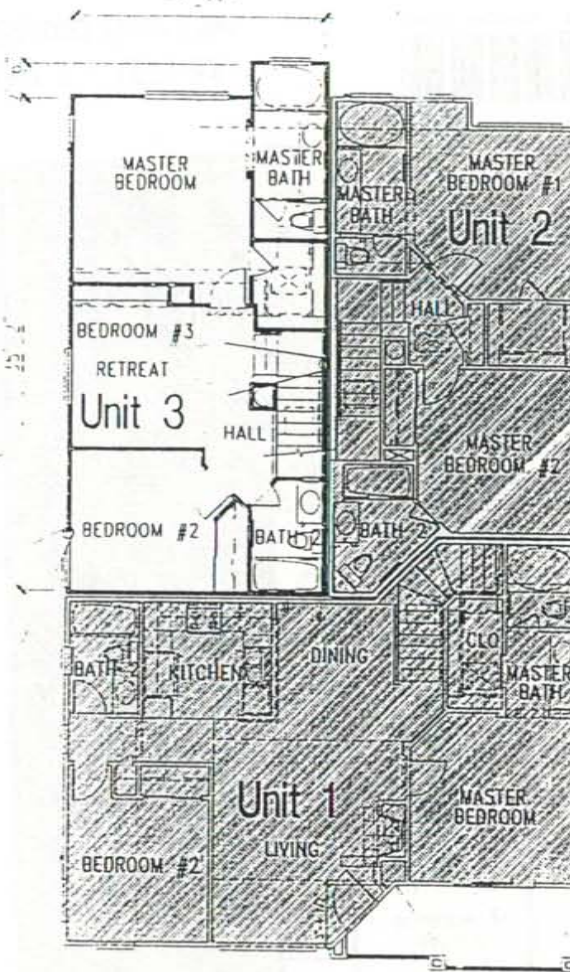
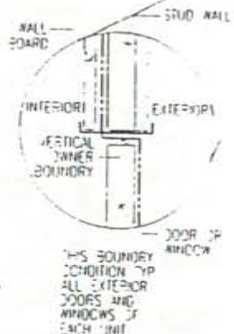
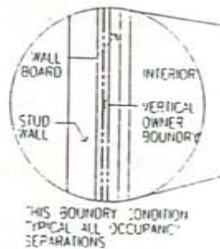
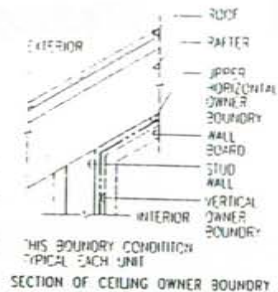
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Unit 3 - 1,264 s.f.
First Floor Plan

The Louisiana Purchase, a Condominium



Unit 3 - 1,264 s.f.
Second Floor Plan

Exhibit C page 3 of 3



ARCHITECT'S CERTIFICATE

I, RONALD A. WITHERSPOON, A REGISTERED PROFESSIONAL NEW MEXICO ARCHITECT NO. 2502, CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS PLAN MEETS THE MINIMUM REQUIREMENTS FOR AND INFORMATION REQUIRED BY SECTION 47-7B-1 OF THE NEW MEXICO CONDOMINIUM ACT (NMSA 1978).

Ronald A. Witherspoon 12/13/98
RONALD A. WITHERSPOON, REGISTERED ARCHITECT NO. 2502, DATE

STATE OF NEW MEXICO

COUNTY OF *Bernalillo*

ON THIS 12 DAY OF *December* 1998, HIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY *Ronald A. Witherspoon* MY COMMISSION EXPIRES *July 2, 2002* NOTARY PUBLIC

THIS PLAN AND THE PLAN PERTAINS TO ALL UNITS WITH IDENTIFYING NUMBERS THAT END WITH THE NUMERAL "3"

THE LOWER HORIZONTAL BOUNDARY SHALL BE TOP OF SLAB INDICATED ON THE PLAN

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