

FILED FOR RECORD
COUNTY OF SOCORRO
STATE OF NEW MEXICO

When Recorded Return to:

AT 4:22 O'CLOCK P M

Willow Springs Ranch L.L.C.
5115 N. Scottsdale Rd
Scottsdale, AZ 85250

APR 01 2002

BK 503 PG 3876-3897

ANDREW J. ARMILLO, CLERK
[Signature]
DEPUTY

SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
WILLOW SPRINGS RANCH

Pursuant to the Declaration of Covenants, Conditions and Restrictions for Willow Springs Ranch, as recorded in the office of the County Clerk, Socorro County, New Mexico, in Book 472 at page 854, on the 28th day of June 2000, as amended, and in its capacity as an owner holding at least 2/3 ownership vote, the undersigned Declarant does hereby amend and restate the said Declaration as follows:

1. Purpose of these restrictions, covenants, and conditions

The purpose of these restrictions, covenants and conditions is to assure the use of the Property for attractive residential, farm and ranch purposes (as set forth herein) only, and securing each Parcel Owner the full benefit and enjoyment of the Owner's Parcel and home in furtherance of a common plan.

2. Definitions

As used herein, the following terms have the following meaning:

A. The "Architectural Control Committee" means the committee provided for in Paragraph 4 of this Declaration.

B. The "Association" means the Willow Spring Ranch Phase I Owners Association referred to in Paragraph 3 of this Declaration.

C. "Bona Fide First Mortgage" means any Realty Mortgage, Land Contract or Deed of Trust made in good faith and for value and properly executed and recorded so as to create a lien on any Parcel or Parcels that is prior to the lien of any other Realty Mortgage, Land Contract or Deed of Trust.

D. "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Willow Springs Ranch.

E. "Mobile Home" means a movable or portable unit for residential purposes constructed to be towed on its own chassis and designed to be installed without a permanent foundation for human occupancy as a residence. Nothing herein shall prohibit manufactured homes which comply with this Declaration so long as they are installed on a permanent foundation.

F. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee or equitable or beneficial title to any Parcel. Owner shall include the purchaser of a Parcel under an executory contract for purchase. The foregoing definition does not include persons or entities who hold an interest in any Parcel as security for the performance of an obligation.

G. The "Parcel" or "Parcels" means the Parcels as shown on any Result of Survey prepared by a licensed surveyor, or as established by metes and bounds narrative legal descriptions, either individually or collectively, as the case may be, and any divisions thereof as provided herein.

H. The "Property" means the Parcels as shown on the Result of Survey, either individually or collectively, as the case may be, and divisions thereof as provided herein.

I. The "Result of Survey" means the result of one or more surveys of record referred to above, as may hereafter be amended to reflect additional Parcel divisions by Declarant.

J. "Commercial" Uses as prohibited herein includes manufacturing, auto or mechanical repair for profit or other similar uses, but not including agricultural uses.

3. Property Owners Association

A. There shall be created the Willow Spring Ranch Phase I Owners Association, a New Mexico not-for-profit corporation. The purpose of the Association is to manage and maintain the roads reserved within roadway easements and other common areas that Declarant may establish from time to time, including the project entry and dedicated easements, and to create a mechanism for the creation of an Architectural Control Committee in accordance with the provisions of Paragraph 4 and 5.

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 be appurtenant and may not be separated from ownership of the Parcel. The rights and obligations of an Owner and 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 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 as set forth above, the Association shall provide necessary and appropriate action for the maintenance, repair, replacement and management of the facilities referred to in Paragraph 3 A above and shall have the right to enter upon a Parcel, if reasonably necessary, in order to accomplish its purpose.

D. The Declarant and 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/or to hire its own employees to do so. Willow Springs Ranch L.L.C. or the Association shall have the power to dedicate the roads and grant the easements to the County as shown on any Result of Survey as from time to time may be developed per Paragraph 5 herein.

E. Each Parcel Owner is obligated to pay: (i) regular assessments for normal maintenance and repair and reserves, along with Association insurance and operating costs; (ii) special assessments for capital improvements with such assessments to be established by the Association; (iii) a transfer fee upon sale or transfer of the property. The regular and any special assessments, late payment penalties and charges, if any, together with interest, (all as set by the Association) costs and reasonable attorney's fees, shall be a lien on the Parcel. Each Parcel Owner shall also 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 same shall be a continuing lien on the Parcel, excepting for the provisions of Paragraph 3 L below, 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 areas as shown on any Result of Survey or otherwise so designated, including any reserves necessary for future capital expenditures and maintenance. The assessments may be collected in advance 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 year following the date of recordation of the deed or purchase contract wherein the Owner acquired legal, beneficial, or equitable title to the Parcel. The Declarant shall not be responsible for comparable assessments on each Parcel owned by it. However, Declarant shall be responsible to provide labor, material and/or monies in sufficient amounts, not to exceed the amount of the normal Parcel assessment for each Parcel owned by it, if necessary in Declarant's opinion, to properly fulfill the Association's maintenance responsibilities. The assessment will vary by Parcel size and by whether the Property is improved or unimproved. Improved will be defined as a property which has obtained a building permit for a dwelling and the change in

assessment will occur when the permit is issued. Prorations will occur as of the first day of the calendar month following the issuance of the permit. The assessments are in dollars per year and are subject to change by the Association. The initial assessments shall be as follows:

IMPROVED UNIMPROVED

\$100.00 \$75.00

THESE FIGURES ARE DOLLARS PER YEAR

The Parcel Owner acquiring his or her interest from Declarant 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 (30) days prior to the end of the calendar year. Written notice of the assessment shall be sent to every Owner. The payment due date shall be established by the Association.

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. Such special assessments shall be in ratio to the regular assessments.

I. All sums assessed by the Association chargeable to a Parcel, but unpaid, 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 and bona fide first mortgage liens. The Association lien may be foreclosed by the Association in a like manner as a foreclosure of a real property 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 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 same.

J. The total number of votes in the Association shall be on the basis of one (1) vote per acre rounded to the nearest whole acre, provided, the Declarant shall have ten (10) votes for each acre it owns rounded to the nearest whole acre. The total number of Parcels and therefore the total number of votes may be increased or decreased from time to time as evidenced by a Supplemental Declaration, incorporating this Declaration, executed and recorded by Declarant. 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 promulgate reasonable regulations relating to matters within its purposes.

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 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 complained of. The Owner shall correct same or, if not readily correctable within fifteen (15) 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, and within the allotted time, the Association shall have the right to undertake to remedy such condition or violation complained of. The cost thereof shall be deemed to be an assessment to such Owner and enforceable by the Association as if any other unpaid assessment. The Association is hereby granted the right of entry on the affected Parcel to so correct the condition or violation complained of.

4. Architectural and Design Control

No Parcel leveling, excavation, grading, residence, outbuilding, wall, structure, or other improvement or installation, shall be commenced, erected, placed, or altered on any Parcel until the plans and specifications therefore, showing the nature, kind, shape, materials, and locations shall have been submitted to and approved by the Architectural Control Committee ("Committee") and a copy thereof is finally approved and lodged permanently with the Committee. The Committee shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion. Any such refusal shall set forth with specificity the reasons for such refusal to approve and shall be subject to appeal to a court of competent jurisdiction. All plans must comply with Socorro County requirements if any, or with standard and generally accepted standards in the community.

The natural vegetation must be preserved as much as possible. All grading, excavation and building shall reflect the goal of protecting the natural vegetation.

A. Membership. The Committee shall be initially composed of James Wesley, Edward W. Dietrich and Holly Rice, their successors and assigns. When seventy five percent (75%) of the Parcels have been sold by the Declarant, then the function of the Committee shall be assigned to the Association. Prior to assignment to the Association, the Declarant shall appoint and remove the Committee members. The

members of the Committee shall not be entitled to any compensation for services performed pursuant to this Declaration, but shall be entitled to reimbursement for reasonable costs expended, as approved by the Association. The members of the Committee shall incur no liability from their acts or omissions.

B. Procedure. The Committee's approval or disapproval as required in this Declaration shall be in writing. Actions of the Committee shall be by the majority vote of the members of the Committee. All decisions of the Committee shall be final and no Parcel Owner or other party shall have recourse against the Committee or its designated representatives, or its members, for its disapproval or refusal to approve. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, the plans and specifications shall be deemed to have been approved. Provided, however, the plans shall not be considered to be delivered to the Committee until they are complete in every respect and have been submitted together with every item of additional information, material samples or more specific plan details as requested by the Committee.

5. General Restrictions Applicable to All Parcels

A. Land Use. No building or permanent structure other than single family dwelling residences and private garages, a guest house or servants quarters and other outbuildings as approved by the Committee, and as are in compliance with applicable zoning, shall be erected, maintained, placed or permitted on any Parcel. No improvements may be commenced without the appropriate building permits or Architectural Committee approvals having been first obtained. Any guest house, which may include a kitchen, or servants quarters, shall be for the use of bona fide guests or servants, as the case may be or the occupants of a main residence, or members of such occupants family, and shall not be rented or leased separate from a main residence.

No manufacturing or commercial enterprise, or enterprises of any kind for profit shall be maintained upon, in front of, or in connection with any parcel, except agricultural uses, nor shall any parcel be used for other than strictly single family residential structure or purpose. However, home offices and other similar casual uses shall be permitted.

No Parcel shall be divided into Parcels smaller than that allowed by applicable governmental regulations and ordinances, but in no event shall a Parcel be created by an owner other than the Declarant which is smaller than 40 acres in size if the original parcel purchased by the owner was over 150 acres. If the original parcel was over 36 acres but less than 150 acres, it may be further subdivided three times, creating a maximum of four (4) parcels with a minimum parcel size of not less than ten (10) acres. Except, however, that no parcel may be resubdivided for a period of 12 months by the owner from the date of purchase.

B. Completion Time. Construction of a residence shall be finished and completed no later than 1 year after the issuance of a building permit by the County of Socorro or approval of the Architectural Committee whichever is earlier, with any approved

barn or shed being completed within 6 months after issuance of the permit or Committee approval, if required.

C. Minimum Sizes and Roofs. Any single family residential structure or approved barn, shed or other improvement placed upon any Parcel shall be constructed from new material or its equivalent, and as may be approved by the Committee. Any primary residential structure shall contain a minimum of 1,200 square feet of living area, exclusive of carport, garage, open porches and patio. The minimum size of guest houses shall be as approved by the Committee.

D. Location. No dwelling or other building improvement shall be erected or placed on any Parcel nearer than 200 feet to any boundary line, unless approved in writing by the Committee. It is understood that the above set-back lines and all other use restrictions contained in this Declaration are in addition to zoning and other land use regulations adopted by governmental authorities and the more restrictive must be followed.

E. Mobile Homes. Mobile homes shall not be permitted to be placed on any Parcel permanently. Nothing herein is intended to prohibit manufactured homes on a permanent foundation, which comply with these regulations.

F. Temporary Structures. No structure of a temporary character, motor home, recreational vehicle or travel trailer, regardless of its nature or form, shall be used as a permanent residence at any time. Camping is permitted by owners and their guests but only for periods not to exceed 7 days for each time.

G. Roads. The roads within road easements reserved by Declarant and as designated on a Result of Survey, or otherwise, shall be the sole responsibility of the Association to maintain. Willow Springs Ranch L.L.C. its successors or assigns, or the Association shall have the right to convey any such roadways easements to the County.

H. Signs. No signs or billboards used as advertising or promotional devices, except those used in the sale of Parcels in the project by Declarant, or those permitted by the applicable sign ordinances for the sale or rental of property (not to exceed 18" x 24") by the Owner or the Owner's agent, shall be placed on any Parcel or portion thereof.

I. Public Events. No public events shall be held on any Parcel without the express written permission of the Association.

J. Livestock, Poultry and Domestic Animals. Horses, cattle and domestic animals are allowed to be kept on Parcels in reasonable numbers. The casual breeding of animals for profit is permitted as are other for profit agricultural uses. Other commercial uses are not permitted. The Architectural Control Committee, in its sole discretion, shall decide which uses are casual and which are commercial. A written opinion can be obtained from the Committee as to any proposed use that may be questionable. All livestock, poultry and domestic animals shall be maintained so as to avoid creation of a hazard or nuisance to owners of other Parcels. No pigs or fighting chickens will be permitted. All livestock and poultry shall be confined within a fenced area, and all fences for any livestock or animals shall be constructed of new material or the equivalent thereof and of such height and strength as to adequately contain any and all permitted livestock or animals. All areas

maintained for livestock and poultry shall at all times be kept clean. Special exceptions may be permitted for 4-H projects or similar types of projects in the sole discretion of the Architectural Committee.

K. Agriculture. The raising of agricultural crops for personal use and profit is allowed. No noxious or offensive crops or weeds are permitted. All agricultural use shall be performed in accordance with good farmer-like practices.

L. Garbage and Refuse Disposal. No Parcel shall be used or maintained as a dumping ground for rubbish or hazardous or toxic waste materials. Trash, garbage, or other waste shall not be kept except in sanitary containers. All containers for the storage of such material shall be kept in a clean and sanitary condition and out of site from the road. No outdoor burning of rubbish shall be permitted on any Parcel.

M. Water Supply and Individual Sewage Systems. Individual sewage disposal systems to serve the Parcel shall be permitted on the Parcel. All individual sewage systems shall be constructed to Socorro County Health Department standards. No individual sewage disposal system shall be installed within two hundred feet of any property line. No sewage disposal system shall be installed without first obtaining the Health Department Sewage Disposal Permit. All sewage systems shall be kept so as not to disturb surrounding neighbors and/or Property with offensive odors and/or sight, and located so as to minimize grading and/or disturbance to existing vegetation. Individual domestic wells must be installed in compliance with the rules and regulations of the New Mexico State Engineer, and local regulatory agencies.

Water rights shall be retained by the Declarant on existing wells and springs to insure maintenance of springs and water lines and to provide water for ranching and grazing purposes. Nothing, however, shall in any way limit a property owner's right to have a domestic water supply from a new well.

N. Protective Screening. All clotheslines, equipment, propane tanks, service yards, wood piles and storage areas shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Parcels or roads. No laundering will be permitted except inside an approved structure with approved plumbing.

O. Parking, Storage and Repairs. Boats, boat trailers, camping trailers, campers, travel trailers, or any other recreational vehicles, sporting or camping equipment shall not be stored or parked within 200 feet of the boundary lines of the Parcel, nor adjacent to roads nor on the roads. None of the above shall be allowed to be abandoned on any Parcel. No parking shall be allowed on any road.

P. Antennas and Generators. No antenna, satellite dish or power generators shall be installed in a manner that will disturb the surrounding neighbors and/or Property. The placement of any antenna, satellite dish or power generator must have Architectural Control Committee approval before it is placed on the Parcel. The Committee shall have the final decision on a dispute regarding a Parcel owner's antenna, satellite dish or power generator and what effect it has on surrounding neighbors.

Q. Nuisances. No Parcel Owner shall place or maintain any animate or inanimate object upon any Parcel so as to create a nuisance to the owners of the neighboring Parcels. No vehicles or motors of any type without mufflers shall be allowed. No all terrain type vehicles or off road motorcycles shall be operated, except within the confines of the Owner's individual Parcel or on roads.

R. Grazing, Road and Recreational and Utility Easements. By this Declaration Declarant specifically reserves an easement for itself, and for its lessee or assignee for grazing horses and other livestock on the Property, provided that this easement shall not be in effect over any particular part of the property during any period of time when that particular part is, at the sole expense of an Owner, fenced adequately to keep off livestock. All grazing fees received shall be retained by Declarant, and an Owner shall have no right thereto.

If an Owner wishes to fence off any portion of the Owner's Parcel, the Owner must construct and maintain at the Owner's expense a fence that is adequate and is constructed to normal ranch standards to keep livestock out and keep any livestock of the Owner in. When constructing a fence on the perimeter boundary of the Owner's Parcel, construction must be set back a minimum of twenty-five (25) feet from the property line.

By this Declaration, Declarant specifically reserves three types of additional easements. The first type is a road easement, is reserved in favor of the Association, shall be non-exclusive for the benefit of the Owners and lawful occupiers of Parcels that are now, or may later be, subject to this Declaration, and shall be fifty feet (50') in width, the centerline of which shall be the boundary line separating the Parcels that are subject to this Declaration. The second type is a road easement, is reserved in favor of the Association, shall be non-exclusive for the benefit of the Owners and lawful occupiers of Parcels that are now, or may later be, subject to this Declaration, and shall be fifty feet (50') in width, the centerline of which shall be the centerline of all other access roads for motor vehicles that exist within the Property on the date this Declaration is recorded. The purposes of these two types of road easements are for motor vehicles, walking, hiking, jogging, bicycling and equestrian uses. In addition, with the prior written consent of Declarant, its successors, successors in interest and assigns, public utilities may erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace and remove utility and transmission lines and appurtenances thereto within the right-of-way of the reserved road easements. The Declarant has no obligation to build any roads within these 50 foot road and recreational easements that are reserved by this Declaration other than those roads that have been built on the date this Declaration is recorded. The Declarant has no obligation to maintain any roads that now or in the future may exist within the Property. These 50 foot easements and any roads that may be built or used within the these 50 foot easements are also for the non-exclusive use and benefit of the Declarant, and its successors, successors-in-interest, or assigns, as owner of the Willow Springs Ranch, formerly known as the La Cienega Ranch, Socorro County, New Mexico, and for the non-exclusive use and benefit of the Owners and lawful occupiers of any additional parcel units or lots now in existence or created in the future in or from the Willow Springs Ranch, formerly known as the La Cienega Ranch, that have been or will be subjected to the Declaration, or any similar declaration recorded by Declarant, or its successors, successors-in-interest, or assigns.

The third type of easement is reserved in favor of Declarant and shall be fifty feet in width, the centerline of which shall be any utility, or transmission, or water or pipe lines that exist within the Property on the date this Declaration is recorded.

S. Discharge of Firearms. The discharge of firearms is strictly limited in accord with the provisions of state law and applicable regulations as such provisions shall from time to time be enacted or amended. Hunting is prohibited without the express written consent of the Declarant or the Association.

6. General Provisions

A. Enforcement. The covenants, conditions, and restrictions contained in this Declaration shall run with the land and shall be binding upon all persons owning, leasing, subleasing or occupying any Parcel after the date on which this instrument shall have been recorded in the office of the Recorder of Socorro County, State of New Mexico. This Declaration may be enforced by the Declarant, by any Owner or lessee of any Parcel, by the holder of a Bona Fide First Mortgage on any Parcel, by the Association, or any one or more of said persons acting jointly; provided, however, that any breach by reason thereof shall not defeat or adversely affect the lien of a Bona Fide First Mortgage upon any Parcel, but each and all said covenants, conditions and restrictions shall be binding upon and effective against any Owner, lessee or occupant of said Parcel whose title thereto is acquired by foreclosure, or otherwise, and provided also that the breach of any said covenants, conditions and restrictions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such Bona Fide First Mortgage. All instruments of conveyance or assignment of any interest in all or any part of the Property may refer to this instrument and shall be subject to the covenants, conditions, and restrictions herein contained as fully as though this instrument were therein set forth in full; provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.

B. Declarant's Exemption. Nothing herein shall be construed as prohibiting Declarant from maintaining a sales office on any parcel or engaging in activities which Declarant deems appropriate to its sales program.

C. Invalidity. Invalidation of any of these covenants, restrictions, reservations, conditions and servitudes by judgment, court order, or otherwise shall in no way affect the validity of any of the other provisions of this Declaration, all of which shall remain in full force and effect.

D. Amendments. This Declaration may be amended during the period ending ten years immediately following the date of the recording of this Amended Declaration only by instrument executed by the Owners of at least fifty-one percent of the voting rights of the Association, calculated as set forth in this Declaration, and such amendment shall not be effective until the recording of such instrument. Thereafter, this Declaration may be amended by instrument executed by the owners of at least two-thirds of such voting rights,

calculated as set forth in this Declaration, and such amendment shall not be effective until the recording of such instrument.

E. Term. The covenants, conditions, restrictions and servitudes of this Declaration, as the same may hereafter be amended in accordance with the terms hereof, shall remain in full force and effect for a term of twenty years from and after the date of recording of this Declaration, from which time they shall be automatically renewed and extended for successive periods of ten years each, unless terminated as of the end of such initial twenty years or any successive ten years within the six month period immediately preceding the expiration of such initial period, or any renewal period, by an instrument of termination executed and acknowledged by the Owners of at least two-thirds of the acreage composing the then existing Parcels, included or incorporated within this Declaration, and recorded in the office of the Socorro County Recorder.

In witness whereof, the Declarant, Willow Springs Ranch, L.L.C. has executed this Declaration of Covenants, Conditions and Restrictions by its duly authorized Managing Member this 28 day of FEB, 2002

Willow Springs Ranch, L.L.C.,
a New Mexico limited liability company

By: Amortibanc Management L.C.
Its Managing Member

By: [Signature] V.P.

State of Arizona

County of Maricopa

This instrument was acknowledged before me on the 29 day of March 2002, by EDWARD W. DIETRICH to me personally known, who is the Vice President of Amortibanc Management L.C., the Managing Member of Willow Springs Ranch L.L.C., the Declarant herein, a New Mexico limited liability company, on behalf of the limited liability company.



[Signature]
Notary Public