

4130, 865-874 32849
10:57
7-18-89

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I
Purpose

It is the intention of the Grantors, expressed by the execution of this instrument, that the real property described on Exhibit 1 attached hereto and incorporated herein by reference, shall be developed and maintained as a highly desirable residential area. To that end, Grantors hereby declare that the property and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

No provision contained herein, nor any amendment hereto, shall be construed to prevent or limit Grantors' right to complete development of the property and construction of improvements thereon, nor Grantors' right to do anything that they may, in their sole discretion, deem necessary and proper for the full development of the property.

ARTICLE II
Definitions

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the meanings hereinafter assigned:

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1. GRANTORS shall mean the individuals who have executed this instrument.

2. DETACHED DWELLING (hereinafter referred to as "Dwelling") shall mean a building and related structures customarily appurtenant thereto, erected and maintained in conformance with the requirements of this Declaration for residential purposes. It shall not mean or include any apartment, multi-family dwelling, lodging or rooming house, hotel, hospital, sanitarium, none of which shall be permitted on any lot. The square footage of any proposed dwelling shall be no less than 1,500 square feet of enclosed heated area.

3. OWNER shall mean and refer to the record owner, whether one or more persons or entities, of any dwelling unit or lot. The foregoing does not include persons or entities who hold an interest in any dwelling unit merely as security for the performance of an obligation, or a lessee or tenant.

ARTICLE III
Permitted Uses

All property within the subdivision shall be held, used and enjoyed and subject to the following covenants, restrictions and conditions:

1. Upon each lot created within the property there may be erected a residence consisting of one detached dwelling, together with such structures and outbuildings as are customarily appurtenant thereto including, but not limited to, a private garage, barn or stable, corral, studio, workshop, detached solar

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collectors, and one guest house which may be leased or rented out separately from the residence. Said dwelling may be used only for residential purposes.

2. No lot shall be created, divided, subdivided, partitioned which would create a lot less than three (3) acres.

ARTICLE IV
Restrictions on Use

1. There will be an absolute height restriction for structures of fourteen (14) feet for all of the lands. Exception may be made for a site or sites located beneath the two ridge lines. The fourteen (14) feet shall be measured from the average elevation of undisturbed grade to the highest point on any structure on the property, exclusive of chimneys. Solar collectors are included.

2. All utilities shall be located underground. Propane tanks must be either buried or shielded from view from any other house site exception will be allowed for wind operated power source.

3. The exterior and landscaping of any house or other structure shall be completed within one year from its initial construction.

4. No unsightly refuse or material including abandoned, unregistered vehicles shall be permitted on the property. Materials and vehicles garaged in permanent structures are to be excluded from this restriction.

5. No perimeter fences shall be permitted on any site. Corrals and enclosures may be constructed which do not exceed one

acre on any three acres of property.

6. There shall be no commercial activity permitted on the subject property. Grantors reserve the right to amend this restriction for lands located within five hundred (500) feet of highway 522 for specific non-offensive activities such as low-volume professional office within a residence, or "Bed and Breakfast" activities of the like. This restriction shall not be interpreted to restrict normal "Home Industry" occupations provided they do not create offensive noise, visual disturbances, or excessive traffic within the property, nor shall an owner be prohibited from renting his house or guest house.

7. No building shall be constructed with a shiny reflecting material. Colored metal roofs are to be permitted.

8. No off-road vehicles or unmuffled vehicles shall be allowed to operate on the property.

9. No unrestrained animals shall be permitted on the property.

10. No unshielded security lights shall be permitted on any property.

11. No Mobile Homes or pre-manufactured homes shall be permitted on the property except during the actual period of construction which shall not exceed one year.

12. No signs or billboards of any kind shall be displayed without the approval of the Grantors, except:

A. Signs disclosing name of owner;

B. Signs as may be required by legal proceedings;

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C. Signs as may be used by Grantors in connection with the development of the real property and sale of dwelling units;

D. Signs indicating a dwelling is for sale or lease. Any signs pursuant to this shall be uniform as to type and size which shall be determined in the sole discretion of the Grantors. Only one such sign for each dwelling unit shall be allowed. All signs shall be removed as soon as a dwelling or tract is sold but no later than forty-eight (48) hours following the signing of a contract for sale by the buyer and seller.

13. Any dwelling erected upon any building site and every part thereof shall be located not closer than twenty-five (25) feet to any property line of said building site. No garage, fence, wall coping, hedge or building or other structure shall be erected on said property closer than twenty-five (25) feet to the property line on any building site. Barbed wire or chain link perimeter fences are prohibited.

14. An easement over and upon the ten (10) foot perimeter of each tract of real property described herein is hereby reserved to the Grantors for utility purposes, with access thereto for installation, repair and maintenance of all such facilities as may be necessary.

15. All driveways and private roads shall be maintained by lot owners to prevent dust and maintained so as to reduce erosion and eliminate unsightly conditions.

16. Costs, fees and/or assessments for road maintenance shall be apportioned to the lot owners or homeowners as may be determined

by the Sandia Canyon Road Maintenance Association.

ARTICLE V
General Provisions

1. All of the aforesaid conditions and restrictions hereunder shall continue in full force and effect until the commencement of the calendar year 2010, and shall be automatically continued thereafter for successive periods of ten years each; provided, the holders of record title of at least 51% of the individual lots which may have created from the property, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and recording the same at any time within one year prior to January 1, 2010, release all of the land so restricted from any one or more of said restrictions or may release any of the property covered by this Declaration from any one or more of the said restrictions, said release, change or modification to be effective January 2, 2010. During each successive ten year period after January 1, 2010, the same percentage of record title holders shall have the same power to release, change or modify said restrictions as to any property then covered by said restrictions by executing, acknowledging and recording an appropriate agreement or agreements within the one year period prior to expiration of said ten year period, said release, change or modification to be effective at expiration of said ten year period.

2. The enforcement of the covenants contained herein shall be by proceeding at law or in equity brought by the Grantors or any lot owner against any person or persons violating or attempting to

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violate any covenant, either to enjoin or restrain the violation or to recover damages. In addition, the Grantors shall have the right, whenever there shall have been built on any lot any improvement or structure which is in violation of the covenants and restrictions or there shall otherwise exist a breach of these covenants to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed trespass. The failure to enforce any right, reservation, restriction or condition contained in this Declaration, however long continued shall not be deemed a waiver of the right to do so thereafter as to the same breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Grantors or any other party having standing shall be entitled to recover costs and reasonable attorney's fees in any suit brought to enforce the provisions of this Declaration or to recover damages hereunder, if Grantors or any party is successful in such suit.

3. The Grantors shall have the right within thirty six (36) months from the date of the sale of first tract of real property described herein to make any changes in these conditions and restrictions, which Grantors deem, in Grantors' absolute discretion, beneficial for the property. Any change shall be reduced to writing, signed by the Grantors, acknowledged, and recorded in the office of the Clerk of Taos County, New Mexico, and a copy thereof shall be mailed to each lot owner of record.

4. By acceptance of a deed or by entering into a purchase

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contract with Grantors, all Grantees shall be deemed to have delegated to Grantors the power and right to make changes in this Declaration of Covenants, Conditions and Restrictions for the thirty-six (36) month period referred to in ^{Article 5} paragraph 3 hereof and to have appointed Grantors attorney in fact, to execute on their behalf such legal documents necessary to effectuate those changes.

M137 734
#140306
11:08
7-18-90

AMENDED DECLARATION OF COVENANTS

Under The Declaration of Covenants, Conditions and Restrictions Filed of records in Taos County, Taos, New Mexico, July 18, 1989 Recording #132849 for the Sandia Canyon Lands the following amendments and changes are made by the Grantors:

GRANTORS UNDER ARTICLE IV: Make the following corrections:

1. Paragraph 5, a clarification and extension to wit: Exception is reserved to grantors to fence perimeter of the subdivision should this be deemed necessary.
2. Paragraph 6, where the expression "Bed and Breakfast activities of the like.", shall be changed to read "Bed and Breakfast activities or the like."
3. Paragraph 15 the words "to prevent dust and maintained" shall be removed from this condition.

UNDER ARTICLE IV: New restrictions shall be added as follows:

4. (As Paragraph 17), No hunting or discharging of firearms or other dangerous weapons shall be permitted within the subdivision
5. (As Paragraph 18), No nonessential cutting of trees or any unnecessary removal of natural vegetation shall be permitted within the subdivision, inclusive of Christmas trees.
6. (As Paragraph 19), No structures, shall be built within the area designated as "The Conservancy."
7. (AS Paragraph 20), The main residence, as distinguished from a guest house, must be externally complete prior to completion and occupancy of a guest house.
8. (As Paragraph 21), The area designated as the recreation area shall initially be held by the Sandia Canyon Partnership as an area for "RECREATION" to benefit the adjoining property owners. Specific usages to be allowed are to be playing fields such as Tennis Courts, Soccer Field, Playground, Picnic Area and Park Areas.

No Commercial activities are to be permitted. No residential structures are to be permitted. No storage of waste or construction materials are to be permitted. The Sandia Canyon Partnership may deed all or part of the recreation area only to adjoining tracts subject to the above restrictions.

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SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Second Amendment to Declaration of Covenants, Conditions and Restrictions is dated as of the 28th day of November, 1990, and relates to both that certain Declaration of Covenants, Conditions and Restrictions filed on July 18, 1989 in Book M-130 at Pages 865-874, Records of Taos County, New Mexico, and to that certain Amended Declaration of Covenants dated and filed on July 18, 1990 in Book M-137 at Pages 734-737, Records of Taos County, New Mexico, (the "Declaration, as amended"), as to the real estate legally described on Exhibit "A" attached hereto and hereby made a part hereof (the "Property").

WITNESSETH:

Whereas, pursuant to Article V, Section 3 of the Declaration, as amended, the Grantors thereunder reserved the right to change and amend the Declaration, as amended, in a manner beneficial to the property; and,

Whereas, Grantors have determined to further amend and clarify the Declaration, as amended,

Now, Therefore, the Grantors do hereby further amend the Declaration, as amended, as follows:

(1) The Grantors do hereby grant and convey to all of the respective owners of the property and their respective heirs, successors and assigns, with Warranty Covenants, perpetual and non-exclusive easements for access, ingress and egress from their respective properties along those certain roads indicated on that certain Plat of Subdivision of Sandia Canyon dated 4/90 prepared by

SCOTT H. SANGER
ATTORNEY AT LAW
POST OFFICE BOX 3097
211 HINDE PLACE
TAOS NEW MEXICO 87571

NOTARIAL PUBLIC
I, _____, Notary Public for the State of New Mexico, do hereby certify that the foregoing is a true and correct copy of the original instrument filed in my office on the date of recording and that the instrument is a true and correct copy of the original instrument filed in my office on the date of recording.

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Rio Grande Surveying Service, James D. Crowl, NMLS#5213, filed in Plat Cabinet C at Page 113-A, and as amended and refiled in Plat Cabinet C at Page 113-B, Records of Taos County, New Mexico (the "Subdivision Plat", as amended"). This Grant of Easement shall be deemed to be a covenant running with the land. Maintenance and repair obligations as to the roads subject to this Grant of Easement as amongst all of the respective property owners shall be allocated by the Sandia Canyon Road Association pursuant to its Articles of Association and By-Laws filed in Book M-134 at Pages 158-170, Records of Taos County, New Mexico.

2) The Grantors do hereby grant and convey to all of the respective owners of the property and their respective heirs, successors and assigns, with Warranty Covenants and with perpetual and non-exclusive easements for the underground placement of utilities along with access thereto for the installation, repair and maintenance thereof along the ten (10) foot wide perimeter of each tract and in the locations indicated on the Subdivision Plat, as amended. This Grant of Easement shall be deemed to be a covenant running with the land.

3) The Grantors do hereby grant to the respective owners of Tracts 1 and 2 indicated on the Subdivision Plat, as amended, and to C. William Bascomb and Janet L. Bascomb, owners of the real estate legally described on Exhibit "B" attached hereto and hereby made a part hereof, and to all of their respective heirs, successors and assigns, mutual, reciprocal, exclusive, and perpetual easements for well sites and drain fields in the locations indicated on the Subdivision Plat as amended; for access,

WITNESSED my hand and seal of office this 17th day of June, 1980, at Santa Fe, New Mexico.

Notary Public for the State of New Mexico

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ingress to and egress from said locations, for drilling, use, maintenance and repair of well and/or septic, and for the laying, installation, repair and maintenance of water and septic facilities. Said easements shall be deemed to be covenants running with the land.

4) From and after the date thirty-six (36) months after the date of Grantor's sale of the first tract of the property, the Declaration, as amended, as further amended hereby may only be further amended by the written consent of the respective owners of sixty-seven (67) percent of the tracts indicated on the Subdivision.

In all other respects the Declaration, as amended, as further amended hereby, shall be in full force and effect.

Executed this 5th day of December, 1990 by the Grantors.

James D. Crowl
James D. Crowl

Carolyn A. Crowl
Carolyn A. Crowl

Timothy W. Smith
Timothy W. Smith

Barbara A. Smith
Barbara A. Smith

Norman T. Smith
Norman T. Smith

Kirsten E. Smith
Kirsten E. Smith

Scott B. Crowl
Scott B. Crowl

WITNESSETH:
All the abovesigned grantors, of legal age and of sound mind, do hereby certify that they are the persons who executed the foregoing instrument, and that they are the persons who executed the same for the purposes and consideration therein expressed.

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PARCEL 1:

A tract of land lying and being situate in Protected Section 3 and 4, Township 26 North, Range 12 East of the New Mexico Principal Meridian, within the Antoine Leroux Grant, described as part of Tract 28 and 29, Survey 4, Map 47 and part of Tract B, Survey 4, Map 55 of the Reassessment, Twp. 26, Taos County, New Mexico, and being more particularly described as follows:

BEGINNING at a U.S.G.L.O. Stone Monument marking the 1/4 mile corner on the South Boundary of the Antoine Leroux Grant, thence:

- S 57° 29' W., 213.64 feet to a point marked by a square iron pin, thence;
- S 56° 55' W., 224.16 feet to a point on the East right-of-way of State Road No. 3, thence;
- N 40° 55' W., 314.4 feet along the East right-of-way of State Road No. 3, to a point, thence Northwesterly 1077.57 feet along a 2.050 degree curve and along the East right-of-way of State Road No. 3, to a point, thence;
- N 71° 37' W., 727.9 feet along the East right-of-way of State Road No. 3, thence Northwesterly 0.3110 feet along a 6.701 degree curve and along East right-of-way of State Road No. 3 to a point, thence;
- N 71° 47' E., 1022.13 feet to a point marked by a square iron pin, thence;
- N 70° 47' E., 576.04 feet to Mile Corner No. 5 on the South Boundary of the Arroyo Hondo Grant, thence;
- N 79° 45' E., 662.75 feet to the 1/4 mile corner on the South Boundary of the Arroyo Hondo Grant, thence;
- N 79° 32' E., 1045.50 feet to a point, thence;
- S 4° 00' E., 33.45 feet to a point, thence;
- S 60° 57' E., 2051.70 feet to a point, thence;
- S 55° 49' W., 1740.21 feet to THE FOURTH AND FINAL POINT BEGINNING.

EXCLUDED FROM THE ABOVE DESCRIBED are the following two tracts sold to the State Highway Department of New Mexico; the following described tract situate in Taos County, New Mexico.

A certain tract or parcel of land, lying and being situate within the Antoine Leroux Grant, County of Taos, State of New Mexico, being more particularly bounded and described as follows, to wit:

BEGINNING at the point on the easterly right-of-way line of State Road J, County of Taos, State of New Mexico, and point on the southerly line of the Arroyo Hondo Grant, said point bears N 71° 53' 25" E. a distance of 3159.76 feet from the 1/4 mile corner and Quarter Corner East of the Arroyo Hondo Grant, thence:

- N 73° 53' 25" E. along the said southerly line of the Arroyo Hondo Grant a distance of 106.84 feet to a point on the easterly right-

-CONTINUED-

EXHIBIT "A"

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of way line of NMP RP-054-110, County of Tarr, State of New Mexico,
point on curve; thence southeasterly along the said easterly right
of way line of said NMP RP-054-110 on a 4,000' curve (radius = 1,002.40
feet) thru an arc of 45° 56' 53" to the left a distance of 1061.51
feet to a point on the easterly right of way of said State Road 3,
thence:

N 72° 25' 57" W, along the said easterly right of way line of State
Road 3 a distance of 390.93 feet, to a point of curve; thence
northeasterly on a 6,702' curve (radius = 651.93 feet) thru an
arc of 51° 32' 03" to the right a distance of 790.00 feet to the
POINT AND PLACE OF BEGINNING.

Containing 1.050 acres, more or less.

AND

The following described real estate in Tarr County, New Mexico:
A certain tract or parcel of land, more or less, situate in the Antoine
Leroux Grant, County of Tarr, State of New Mexico, bounded more particularly
bounded and described as follows, to wit:

BEGINNING at a point where the easterly right of way line of NMP
RP-054-110, County of Tarr, State of New Mexico, intersects the southerly
line of the Antoine Leroux Grant, said point being 110' 20" 2" W, a distance
of 527.65 feet from the southerly corner of Section 4, T20N, R12E, NMP,
thence:

N 40° 50' 52" W, along the said easterly right of way line a
distance of 310.64 feet, thence:

S 70° 03' 03" W, a distance of 64.09 feet to a point on the
easterly right of way line of NMP RP-177-A, County of Tarr,
State of New Mexico and point on curve; thence southeasterly
along said easterly right of way line on a 1,471.01' curve
(radius = 3025 feet) thru an arc of 05° 32' 52" to the right
a distance of 377.13 feet to a point on the southerly line of the
Antoine Leroux Grant, thence:

N 57° 18' 12.5" E, along the said southerly line a distance of
26.90 feet, to the POINT AND PLACE OF BEGINNING.

Containing 14,591 square feet, more or less.

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EXHIBIT "A"
Page 2 of 2

1998 Edition
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written permission of the National Archives and Records
Administration.

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EXHIBIT "B"

PROPERTY DESCRIPTION

A certain tract of land near Arroyo Hondo, Taos County, New Mexico within the Antoine Leroux Grant; located within projected Section 4, Township 26 North, Range 12 East, NMP; described as part of Tract "A", Map 17, Survey 4, of the 1941 Taos County Reassessment Survey, and more particularly described by metes and bounds as follows:

BEGINNING at MC 5, a USGLO scribed stone monument found on the south boundary of the Arroyo Hondo Grant, a point from whence triangulation station "A" of the 1973 State Engineer Office brass cap monument found, bearing 177° 01' 18" S 6373.6 ft distant, thence along said grant line:

- N 79° 49' 12" E, 20.00 ft. to the NW corner, a 1" dia. red iron with an aluminum cap stamped "239", thence leaving said boundary;
- S 09° 12' 57" E, 412.26 ft. to the SE corner, a 1" dia. red iron with an aluminum cap stamped "240", thence along the toe of a slope;
- S 80° 17' 17" W, 213.72 ft. to a point, thence;
- N 81° 23' 26" W, 103.6 ft. to a point, thence;
- N 89° 01' 34" W, 159.73 ft. to a point, thence;
- S 88° 26' 43" W, 166.63 ft. to a point, thence leaving said toe of slope;
- N 73° 49' 10" W, 402.03 ft. to the West corner, a 1" dia. red iron with an aluminum cap stamped "245", set on the south boundary of the Arroyo Hondo Grant, thence along said grant boundary;
- N 73° 49' 22" E, 1038.88 ft. to the POINT AND PLACE OF BEGINNING.

This tract contains 6.0000 acres, more or less; all as shown on a survey plat entitled "C. William and Janet L. Bascom", R-333 survey no. 12134-5, by James E. Crowl, BML5 no. 5213, dated 10/26/1989.

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COUNTY OF TAOS 1985
 STATE OF NEW MEXICO
 I hereby certify that the foregoing was filed
 for record in the County Clerk's office on
 10/30/85
 504-512 m-140

Thanda Medina



1989-1990
 All microfiche copies of documents in this form of
 use of authentic documents in the possession of the Taos
 County Clerk's office are used in the absence of documents
 and do not have the same legal effect. The documents are
 available for inspection in accordance with the
 provisions of the records retention law.

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THIRD AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

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M 148, 678-681

This Third Amendment to Declaration of Covenants, Conditions and Restrictions dated as of the 28th day of November, 1990, and relates to that certain Declaration of Covenants, Conditions and Restrictions filed on July 18, 1989 in Book M-130 at Pages 865-874, Records of Taos County, New Mexico, and to that certain Amended Declaration of Covenants dated and filed on July 18, 1990 in Book M-137 at Pages 734-737, Records of Taos County, New Mexico, and to that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions dated December 2, 1990 and filed in Book M-141 at Pages 504-512, Records of Taos County, New Mexico, (the "Declaration", as amended), and to the real estate legally described on Exhibit "A" attached hereto and hereby made a part hereof (the "Property").

WITNESSETH:

Whereas, pursuant to Article V, Section 3 of the Declaration, as amended, the Grantors thereunder reserved the right to change and amend the Declaration, as amended, in a manner beneficial to the property; and,

Whereas, Grantors have determined to further amend the Declaration, as amended.

Now, Therefore, the Grantors do hereby further amend the Declaration, as amended, as follows:

1. Article IV, Section 6 of the Declaration, as amended, is hereby further amended to include the following additional language at the end thereof:

"Grantors hereby grant to the respective owners of Lots 21 and 23, the right to construct and operate, upon each of their respective lots 21 and 23, a "bed and breakfast" transient lodging facility with no more than ten (10) rental rooms, in addition to an Owner's residence thereupon."

2. Article V, Section 1 of the Declaration, as amended, is hereby further amended to include the following additional language at the end thereof:

"Any such change or modification shall not restrict any use now or hereafter permitted."

3. In all other respects, the Declaration, as amended, as further amended hereby, shall be in full force and effect.

JULIE N. SAWYER
ATTORNEY AT LAW
POST OFFICE BOX 3097
211 HINDE PLACE
TAOS, NEW MEXICO 87571

... and being situate in Projected Section 3 and 4, Township 26 North, Range 12 East of the New Mexico Principal Meridian, within the Antoine Leroux Grant, described as part of Tract 24 and 29, Survey 4, Map 47 and part of Tract 8, Survey 4, Map 55 of the Reassessment Survey, Taos County, New Mexico, and being more particularly described as follows:

BEGINNING at a U.S.G.L.O. Stone Monument marking the 13 mile corner on the South Boundary of the Antoine Leroux Grant, thence:

- S 57° 29' W., 2413.68 feet to a point marked by a square Iron Pin, thence;
- S 56° 55' W., 224.16 feet to a point on the East right-of-way of State Road No. 3, thence;
- N 40° 55' W., 314.4 feet along the East right-of-way of State Road No. 3, to a point, thence Northwesterly 1077.57 feet along a 2.850 degree curve and along the East right-of-way of State Road No. 3, to a point, thence;
- N 71° 37' W., 727.9 feet along the East right-of-way of State Road No. 3, thence Northwesterly 824.10 feet along a 6.701 degree curve and along East right of way of State Road No. 3 to a point, thence;
- N 73° 47' E., 1822.13 feet to a point marked by a square Iron Pin, thence;
- N 73° 47' E., 576.04 feet to Mile Corner No. 5 on the South Boundary of the Arroyo Hondo Grant, thence;
- N 79° 45' E., 662.75 feet to the 3 Mile corner on the South Boundary of the Arroyo Hondo Grant, thence;
- N 79° 32' E., 1045.50 feet to a point, thence;
- S 4° 00' E., 33.45 feet to a point, thence;
- S 86° 57' E., 2054.70 feet to a point, thence;
- S 55° 49' W., 1740.21 feet to THE POINT AND PLACE OF BEGINNING.

EXCLUDED FROM THE ABOVE DESCRIPTION are the following two tracts sold to the State Highway Department of New Mexico; the following described real estate in Taos County, New Mexico.

A certain tract or parcel of land, lying and being situate within the Antoine Leroux Grant, County of Taos, State of New Mexico, being more particularly bounded and described as follows, to wit:

BEGINNING at the point on the easterly right of way line of State Road 3, County of Taos, State of New Mexico, and point on the southerly line of the Arroyo Hondo Grant, said point bears N 73° 53' 25" E, a distance of 2109.76 feet from the Two Mile corner and Meander Corner Four of the Arroyo Hondo Grant; thence;

N 73° 53' 25" E, along the said southerly line of the Arroyo Hondo Grant a distance of 106.84 feet to a point on the easterly right

-CONTINUED-

EXHIBIT "A"

... of NMP RP-053-1(10), County of Taos, State of New Mexico,
point on curve; thence southeasterly along the said easterly right
of way line of said NMP RP-053-1(10) on a 4.300' curve (radius = 1332.40
feet) thru an arc of 45' 56' 53" to the left a distance of 1060.51
feet to a point on the easterly right of line of said State Road 3,
thence;

N 72' 25' 57" W, along the said easterly right of way line of State
Road 3 a distance of 358.93 feet to a point of curve; thence
northeasterly on a 6.702' curve (radius = 854.93 feet) thru an
arc of 53' 32' 03" to the right a distance of 798.80 feet to the
POINT AND PLACE OF BEGINNING.

Containing 1.090 acres, more or less.

AND

The following described real estate in Taos County, New Mexico.
A certain tract or parcel of land, lying and being situate in the Antoine
Laroux Grant, County of Taos, State of New Mexico, being more particularly
bounded and described as follows, to wit:

BEGINNING at a point where the easterly right of way line of NMP
F-RP-053-1(10), County of Taos, State of New Mexico, intersects the southerly
line of the Antoine Laroux Grant, said point bears B 61' 55' 23" W, a distance
of 527.65 feet from the southerly corner of Section 4, T26N, R12E, N1M-M,
thence;

N 40' 56' 57" W, along the said easterly right of way line a
distance of 340.64 feet, thence;

S 70' 03' 03" W, a distance of 64.09 feet to a point on the
easterly right of way line of NMP FAP 177-A, County of Taos,
State of New Mexico and point on curve, thence southeasterly
along said easterly right of way line on a 1.47101' curve
(radius = 3895 feet) thru an arc of 05' 32' 52" to the right
a distance of 377.13 feet to a point on the southerly line of the
Antoine Laroux Grant, thence;

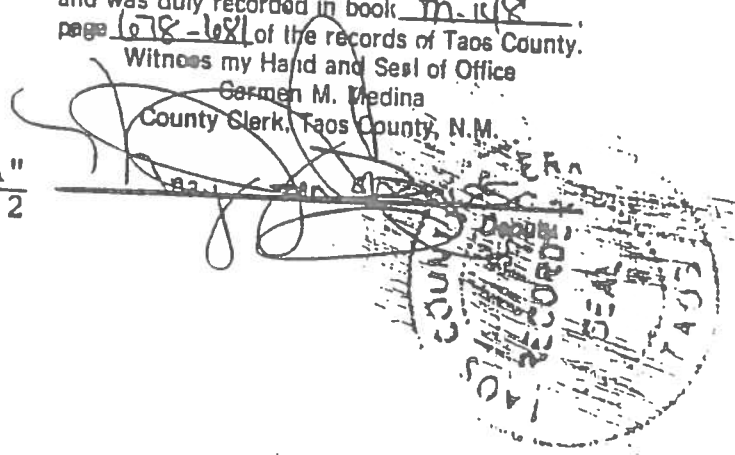
N 57' 18' 12.5" E, along the said southerly line a distance of
26.98 feet to the POINT AND PLACE OF BEGINNING.

Containing 14,504 square feet, more or less.

COUNTY OF TAOS) SS
STATE OF NEW MEXICO)
I hereby certify that this instrument was filed
for record on the 18th day of Feb A.D.
1922, at 2:30 o'clock P.M.
and was duly recorded in book M-1148
page 678-681 of the records of Taos County.

Witness my Hand and Seal of Office
Germen M. Medina
County Clerk, Taos County, N.M.

EXHIBIT "A"
Page 2 of 2



m 151, 215-216

FOURTH AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions is dated as of the 15th day of June, 1992, and relates to that certain Declaration of Covenants, Conditions and Restrictions filed on July 18, 1989 in Book M-130 at Pages 865-874, Records of Taos County, New Mexico, and to that certain Amended Declaration of Covenants filed on July 18, 1990 in Book M-137 at Pages 734-737, Records of Taos County, New Mexico, and to that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions filed in Book M-140 at Pages 504-512, Records of Taos County, New Mexico, and to that certain Third Amendment to Declaration of Covenants, Conditions & Restrictions filed in Book M-148 at Pages 678-681, Records of Taos County, New Mexico (the "Declaration", as amended), as to the real estate legally described on Exhibit "A" attached hereto and hereby made a part hereof (the "Property").

WITNESSETH:

Whereas, pursuant to Article V, Section 3 of the Declaration, as amended, the Grantors thereunder reserved the right as attorneys-in-fact for the various grantees to change and amend the Declaration, as amended, in a manner beneficial to the property and also specifically reserved the right to dedicate portions of the real estate to a conservancy within certain deeds to portions of the real estate; and,

Whereas, Grantors have determined to further amend the Declaration, as amended, and exercise their reserved rights.

Now, Therefore, the Grantors do hereby further amend the Declaration, as amended, as follows:

1. A new Article IV, Section 17, shall be added, as follows:

"All lands, 21.3206 acres more or less, labeled "Conservancy" on that certain Plat of Subdivision of Sandia Canyon dated 4/90, prepared by Rio Grande Surveying Service Job S2134A, James D. Crowl, NMLS# 5213, filed in Plat Cabinet C at Page 113-A of the Records of Taos County, New Mexico, as amended and refiled in Plat Cabinet C at Page 113-B, are hereby granted and dedicated to the conservancy for the joint and mutual benefit of all of the owners of real estate in Sandia Canyon Subdivision for the term of the Declaration, as amended, upon the condition that no permanent structures (exclusive of corrals) shall be constructed thereupon, nor roads nor bridges except in those locations indicated upon said Plat of Subdivision of Sandia Canyon, as amended."

ATTORNEY AT LAW
POST OFFICE BOX 3097
211 HINDE PLACE
TAOS, NEW MEXICO 87571