

TIERRAS DE TAOS
TITLE COMPANY, INC.

CONDOMINIUM DECLARATION
FOR
MONTE VISTA, A CONDOMINIUM

COPY

THIS CONDOMINIUM DECLARATION ("Declaration") is made as of this 11 day of January, 2006, by RORY KENWARD and KAREN KENWARD (sometimes called "Declarant"), who declares that they are the owners of the real property described on Attachment "1" to this Declaration, and desires to create a condominium within the meaning of the New Mexico Condominium Act (Chapter 47, Articles 7A, 7B, 7C, and 7D, NMSA 1978), upon the following terms, covenants, and restrictions:

ARTICLE I

Submission; Defined Terms

1.1 Submission of Property. Declarant, as owner of the real property described on Attachment "1", attached hereto, located in Taos County, New Mexico, hereby submits the real property described in Attachment "1" together with all improvements, easements, rights, and appurtenances (the "Property") to the provisions of the New Mexico Condominium Act.

1.2 Defined Terms.

(a) The term "Association" shall mean the MONTE VISTA DE TAOS CONDOMINIUM OWNERS' ASSOCIATION, a New Mexico non-profit corporation.

(b) The term "By-Laws" shall mean and refer to the By-Laws of the Association, including any amendments thereto.

(c) The term "Board of Directors" shall mean the board of directors of the Association.

(d) Terms not otherwise defined herein or in the Plats, Plans, exhibits, attachments, or by-laws, or in any amendment hereto, shall have the meanings specified in Section 47-7A-3 of the Condominium Act.

ARTICLE II

Buildings on the Property; Unit Boundaries; Common Elements

2.1 **The Buildings.** The location, dimensions, and area of the buildings on the Property are depicted on Attachment "2", the "Plat". The Plat is a condominium survey entitled Boundary Survey and General Schematic for Monte Vista, A Condominium, Sterling Surveys, RPS #11010 dated January 2006.

2.2 **Units.** There are two units, Unit 1 (also known as 305 Morgan Road) and Unit 2 (also known a 307 Morgan Road). The Units, their identifying numbers, locations, and sizes are all shown more fully on the Plat. Each Unit shall have an undivided percentage interest in Common Elements and Common Expenses. Each Unit shall have equal voting power in the Association, one vote per Unit.

2.3 **Unit Boundaries.** Each Unit consists of the space within the interior boundaries defined by bold lines and labeled Unit #1 (305 Morgan Road) and Unit #2 (307 Morgan Road). Walls which form the boundary of a Unit are herein referred to as "boundary walls." Any walls lying entirely within a Unit are herein referred to as "interior walls". Interior walls are part of the Unit, including the interiors and structural members of such walls, and electrical and plumbing fixtures, and conduits, located within such interior

walls. The interior surfaces of boundary walls, not just the space, but the material, such as plaster, wallboard, and all windows and window frames, are part of the Unit. The interiors of boundary walls, including studs and other structural members, electrical and plumbing conduit and fixtures, insulation, and all exterior surfaces of boundary walls, except windows and window frames, are Common Elements, for the exclusive use of the Unit, or Units, of which the wall is part of or appurtenant to.

2.4 **Common Elements**. All portions of the Condominium other than the Units are Common Elements. The roofs of all buildings, and boundary walls, but not including interior surfaces of boundary walls which are part of Units, are Common Elements. Any portion of a chute, flue, duct, wire, conduit, bearing wall, bearing column, studs, other structural parts of boundary walls, or any other fixture which lies partially within and partially outside the designated boundaries of a Unit, and serving more than one Unit or any portion of the common Elements, is a part of the Common Elements. Any portion of any of such fixtures serving only one Unit, and lying within an interior wall, is part of the Unit, and if located partly within a boundary wall, and partly within an interior wall, then it is a Limited Common Element allocated solely to that Unit. Any balcony, patio, porch, yard, landscaped area, parking area or boundary wall, designed to serve a single Unit and adjacent to that Unit, but located outside the boundaries of that Unit, is a Limited Common Element allocated exclusively to that Unit.

2.5 **Relocating of Unit Boundaries and Subdivision of Units**. The relocation of boundaries between Units and the sub-dividing of Units without the prior written consent of the Declarant is prohibited.

2.6 **Maintenance Responsibilities**. Each Unit owner is responsible for the maintenance and repair of his or her own Unit, including the Limited Common Elements or Reserved Common Elements of his or her own Unit. The Association shall be responsible for the maintenance and repair of all Common Elements, but not the Limited Common Elements or Reserved Common Elements appurtenant to any Unit. If any Unit owner fails to maintain or repair the Limited Common Elements or Reserved Common Elements appurtenant to his or her Unit, then the Association may maintain such Limited Common Elements or Reserved Common Elements at the expense of the Unit owner, and shall charge such Unit owner for the costs of the maintenance or repair. The Association shall bill the Unit owner, and shall allow a reasonable time for payment; however, if not paid within thirty (30) days, such charges shall become a lien on the Unit, as provided elsewhere in this Declaration. The Association shall be responsible for exterior maintenance, repair, and restoration of all Common Elements not appurtenant to a Unit, or not maintained by a Unit owner as provided for above, including paint, stain, repair, replacement, and care for roofs, doors, gutters or canales, downspouts, exterior building surfaces, walkways, garden walls, retaining walls, landscaped area, and plantings, and all exterior improvements, drainage structures, roadway, sewer lines located outside a Unit, all water lines and related equipment, and all utility lines and water lines located outside a Unit. Notwithstanding that all windows and window frames are part of the Unit, the style

of any replacement windows or window frames proposed to be installed by any Owner, shall be subject to architectural approval by the Association.

ARTICLE III

Restrictions on Use of Units and Common Elements

3.1 **Designation of Reserved Common Elements** The Board of Directors shall have the power in its 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.

3.2 **Occupancy and Use** . No Unit shall be used for other than residential housing and accommodations and the related purposes for which the Property was designed, including lawful home-based business uses, consistent with applicable law. Nothing in this Declaration shall be construed to prohibit the Declarant from using any Unit owned by Declarant for promotional, marketing, or display purposes, or from using any appropriate portion of the Common Elements as a management or sales office for marketing and closing of sales of condominium Units. No short-term rental (vacation rental) of the units is permitted. Long term rentals of the units, defined as being six months in duration or longer, are permitted.

3.3 **Additional Restrictions**. No noxious or unlawful use may be made of the Property. Each Unit owner shall keep his or her Unit and Limited Common Elements appurtenant thereto, in a good state of preservation and cleanliness. No storage of trash

will be permitted in or outside any Unit in such a manner as to create additional risk of fire, or vermin, or cause odors or seepage, or any other nuisance. Except for signs posted by Declarant to identify Units, and for promotional or marketing purposes, and further except for one "for sale" sign not larger than four (4) square feet, by which a Unit owner other than Declarant may advertise his or her Unit for sale, or by which a Unit owner may identify a home-based business, no signs of any character shall be erected, posted, or displayed upon, in, or from any Unit or Common Elements without the prior written approval of the Board of Directors. No owner shall obstruct any of the Common Elements, nor shall any owner store anything upon any of the Common Elements without the written approval of the Board of Directors. No alterations or construction shall be done to the Common Elements except upon the prior written consent of the Board of Directors. Each Unit and the Common Elements shall be occupied and used in compliance with such rules and regulations as may be promulgated and amended by the Board of Directors from time to time.

3.4 **Prohibition of Time Sharing.** No Unit shall be conveyed pursuant to any time share plan.

3.5 **Alterations Prohibited.** Other than changes by the Declarant under reserved development rights, no structural change or modification to any building shall be constructed by any owner or occupant, if such alteration affects the exterior surfaces of any building or roof without the unanimous consent of all owners. No substantial landscaping changes, nor installation of any solar device, antenna, or satellite dish which is visible outside any building, shall be done without the consent of the Board of Directors which

shall be given unless such consent would be detrimental to the health and security of the Condominium Owners.

3.6 **Existing Covenants of Record.** Unit Owners will comply with all covenants of record affecting the subject property.

ARTICLE IV

Easements

In addition to the easements created by Sections 47-7B-14 and 47-7C-7 of the Condominium Act, the following easements are hereby granted:

4.1 **Easement for Ingress and Egress Through Common Elements and Access to Unit.** Each Unit owner is hereby granted 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 Unit Owners Association. This easement shall not permit any person or unit owner to obstruct or interfere with another unit owner's exclusive rights in his or her unit or in the limited common elements that are specifically allocated to these use of one or more unit owner.

4.2 **Other Easements.**

(a) Declarant reserves in favor of Declarant, its agents and employees, the managing agent, or any other person authorized by the Board of Directors, the right of access to any Unit for the purpose of maintenance, repair, or replacement of the Common Elements. In case of emergency, such access may be immediate whether the Unit owner is present at the time or not. Unless imminent danger to persons or property requires

immediate entry without notice, any such entry for repair purposes shall be only after reasonable notice, not less than twenty-four (24) hours, is given to the Unit owner, or other occupant. Except for such entry for repairs, or prevention of eminent danger to persons or property, and as provided in subsection (b), below, neither Declarant nor the Association shall have any right of entry into a Unit.

(b) Declarant expressly reserves for itself, its agents and employees an easement through the Common Elements, and the right of access to any Unit, as may be reasonably necessary, for the purpose of: (i) making improvements within the Condominium including, but not limited to, the alteration or installation of any water lines, waste lines, septic system or television systems; or (ii) exercising any special Declarant rights; and (iii) discharging the Declarant's obligations under this Declaration.

ARTICLE V

Amendment of Declaration

5.1 Declarant shall amend this Declaration upon exercise of any substantial right under its reserved Special Declarant Rights as set forth in Article VIII, and each such amendment shall be unilateral by the Declarant without the consent of Owners or mortgage holders. Except as just provided, no amendment of this Declaration may be made by the Association or the Unit Owners without the prior written approval of the institutional lender or lenders holding three-fourths (3/4) of the first mortgages encumbering Condominium Units ("Mortgagees") where such amendment: (a) changes the Percentage Interest or obligations of any Unit; (b) subdivides, partitions or relocates the boundaries of any Unit encumbered by a mortgage; or (c) except as otherwise provided by the Amended

Declaration, By-Laws, or the Condominium Act, withdraws the submission of the Property to the Condominium Act.

5.2 Except as otherwise provided or reserved herein or in the Condominium Act, this Declaration may be amended only by a vote of agreement of Unit Owners or Units to which at least three-fourths (3/4) of the votes in the Association are allocated.

5.3 No amendment to this Declaration which purports to decrease, modify, or otherwise limit the Special Declarant Rights described in Article VIII hereof shall be valid unless written consent of the Declarant is endorsed thereon prior to the recording of such amendment.

ARTICLE VI

Right to Rent Units

Declarant shall retain title to each Unit not sold to a purchaser or exchanged for other property. Declarant retains the right to enter into one or more leases or other rental arrangements, with others for the occupancy of any of the Units retained by Declarant.

ARTICLE VII

Priority of Mortgagees

7.1 **Mortgagee Protection.** Except as specifically provided in this Declaration, no provision of this Declaration shall be construed to grant to any Unit Owner or to any other person, any priority over any lien rights of first Mortgagees.

7.2 **Subordination.** Notwithstanding any other provisions of this Declaration to the contrary, the lien of any assessment levied pursuant to the By-Laws upon any Unit (and any penalties, interest on assessments, late charges or the like) shall be subordinate to,

and shall in no way affect, the rights of the holder of a prior first mortgage made in good faith for value received; provided that such mortgage secures a loan initially made by an institutional lender; and provided further, that such subordination shall apply only to assessments on a Unit which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure or to any deed or other proceeding in lieu of foreclosure, and any such sale or transfer in foreclosure or in lieu of foreclosure shall not relieve the purchaser of the Unit from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE VIII

Special Declarant Rights

8.1 Option to Add Real Estate to the Condominium. Declarant hereby expressly reserves the right to add all or any portion of any adjacent tract. Declarant further expressly reserves the right to record an amendment to this Declaration, executed unilaterally by Declarant only, which will have the effect of terminating this right. If and to the extent Declarant shall add all or any portion of any adjacent tract, Declarant may thereafter at any time withdraw the said portion of that tract.

8.2 Option to Add Units the Condominium. Declarant hereby expressly reserves the right to add up to four (4) additional units to the property described in Attachment "1", together with common elements and limited common elements in accordance with section 47-7B-10 of the Condominium Act without the consent of any Unit Owner or mortgagee. All improvements created pursuant to these development rights shall be of compatible style and at least as good quality of the existing improvements.

8.3 **Allocation of Common Elements**. A portion of the Common Elements marked on the Plat may be allocated as Limited Common Elements. Declarant reserves the right to assign or not to assign some or all of these elements designated as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units such assigned elements shall become appurtenant. Declarant may allocate such elements as Limited Common Elements pursuant to the provisions of Section 47-7B-5 of the Condominium Act by making an express allocation in the deed to the Unit to which such Limited Common Elements shall be appurtenant or at any time in a separate instrument and by subsequently confirming any such allocations by recording an appropriate amendment or amendments to this Declaration. To the extent that Declarant shall not have exercised this right to allocate Limited Common Elements, after Declarant no longer has any interest in any of the Units, the Association may allocate limited common elements by regulation.

8.3 **Use for Sales Purposes**. All Units shall be subject to statutory right concerning sales and management offices and models in Units, in favor of Declarant as provided in Section 47-7B-1 of the Condominium Act, and Declarant otherwise expressly reserves the right to use one or more Units owned by Declarant and any appurtenant Limited Common Areas as models, management offices, and/or sales offices until such time as Declarant conveys titled thereto to a Unit Owner. Declarant reserves the right to relocate offices and/or models 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 including, but

not limited to, on the Common Elements, advertising signs in any location or locations and from time to time to relocate and/or remove the same, all in the sole discretion of Declarant.

8.4 **Other Special Declarant Rights.** In addition to the Special Declarant Rights provided above, the Declarant hereby expressly reserves the right, until the twenty-fifth (25th) anniversary of the recordation of the Declaration, in compliance with the Condominium Act, and without the consent of any Unit Owner or Mortgagee, to:

(a) Use the easements through the Common Elements described in Article IV for the purpose of making improvements within the Condominium or within any Real Estate which may be added to, or withdrawn from and subsequently added to, the Condominium;

(b) Make the Condominium part of another Condominium;

(c) Make the Condominium subject to a Master Association;

(d) Appoint or remove any officer of the Association, any Master Association or any executive board member during the maximum period permitted under Subsection D and E of Section 47-7C-3 of the Condominium Act;

(e) Drill one or more wells for domestic water use for the Condominium, and/or build and/or install one or more underground septic waste treatment or similar facilities in addition or in lieu of the Town of Taos water and sewage systems presently in use, on the Property, or portions thereof as a Common Element serving the Property, provided that such installations shall be in compliance with all state and local statutes and ordinances;

(f) Build a fence on the Property which fence shall separate the Property from the adjoining property;

(g) Complete all or any portion of any improvements indicated on the Plats and Plans attached hereto as Attachment "2".

(h) Record any amendment to the Plat, which, in the reasonable judgment of Declarant, is necessary to conform the Plat to the actual improvements as built on the Property; and

(i) Record any amendment to this Declaration which is necessary, in the Declarant's reasonable judgment, to conform this Declaration to the recorded Plat, including, without limitation, corrections to any legal description, Unit boundary description, or description of Common Elements or Limited Common Elements, as set forth on the Plat or any amendment thereto.

ARTICLE IX

Powers of Unit Owners' Association; Assessments

9.1 **Powers.** The Condominium Owners' Association shall have all the powers provided for in Section 47-7C-2 of the Condominium Act including but not limited to the right to assign its right to future income (including the right to receive Common Expense Assessments) for the purpose of securing repayment of funds borrowed or indebtedness incurred by the Association in the performance of its responsibilities.

ARTICLE X

Taxation

The Units on the Property and the appurtenant Percentage Interest in the

Common elements shall be deemed separate parcels for the purpose of special assessments and taxation.

ARTICLE XI

Remedies for Breach of Covenants, Conditions, Restrictions, and Regulations

11.1 Each Unit Owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto and shall comply with the covenants, conditions, and restrictions set forth in these Declarations or in the deed to his Unit. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the manager or the Board, in the name of the Association, or maintainable in a proper case by an aggrieved Unit Owner. In the event such an action is commenced, all expenses, including reasonable attorney's fees, shall be recovered by the prevailing party, and the amount thereof shall be a lien on the Unit of the breaching Owner in the same manner as for assessments.

11.2 The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights otherwise afforded by law and the rights set forth in the preceding paragraph: to enter upon the Unit or Common Area upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the expenses thereof shall be a lien on the Unit of the breaching Owner in the same manner as for assessments.

ARTICLE XII

Additional Rights of Institutional Mortgagees

In addition to all other rights set forth in this Declaration, any institutional holder of a first mortgage shall have the following rights:

12.1 Any institutional holder of a first mortgage on a Unit is, upon request, entitled to:

(a) Inspect the books and records of the Association during normal business hours;

(b) Receive written notice of all meetings of the Association and may designate a representative to attend all such meetings; and

(c) Receive written notification from the Homeowner's Association of any default in the performance by the individual Unit borrower of any obligation under the condominium constituent documents which is not cured within sixty (60) days.

12.2 In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the institutional holder of any first mortgage on a Unit is entitled to timely written notice of any such damage or destruction and no provision of this Declaration or of any document establishing the Association entitles the owner of a Unit or other party to priority over such institutional holder with respect to the distribution to such Unit of any insurance proceeds.

12.3 If any Unit or portion thereof or the Common Area or facilities, or any portion hereof, is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a Unit will be entitled to timely written notice of any such

proceeding or proposed acquisition, and no provision of this Declaration or of any document establishing the Association entitles the owner of a Unit or other party to priority over such institutional holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

ARTICLE XIII

Articles of Incorporation of Association

A copy of the original Articles of Incorporation of the Association is attached hereto as Attachment "3".

ARTICLE XIV

Impasses

In the event of any impasse among the owners, concerning any action requiring consent of owners, the impasse shall be resolved by the Board of Directors of the Association. In the event of an impasse among the Directors, an Arbitrator shall be appointed to resolve the impasse, chosen by consent of a majority of Directors, or, if they cannot agree, then by the District Court, in accordance with the New Mexico Arbitration Act, § 47-7-1 NMSA 1978. Nothing herein shall diminish any rights of Declarant which may be exercised unilaterally or are expressly subject to Declarant's consent.

ARTICLE XV

Substantial Completion

It is hereby certified that the structural and mechanical systems of all building containing Units have been substantially completed in accordance with the Plat and

TAOS COUNTY
ELAINE S. MONTANO, CLERK
000314092
Book 529 Page 725
17 of 35
01/12/2006 11:03:05 AM
BY DIANAD

Plan.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the
date set forth below.

DECLARANTS:

Dated: 1/11, 2006

By: [Signature]
RORY KENWARD

Dated: 1/11, 2006

By: [Signature]
KAREN KENWARD

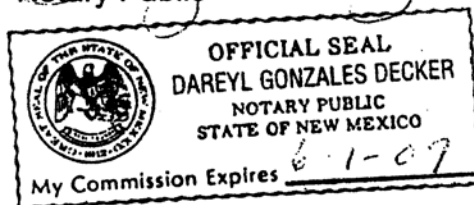
ACKNOWLEDGMENT

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

The foregoing Declaration was acknowledged before me this 11th day of January, 2006, by Rory Kenward.

[Signature]
Notary Public

My Commission Expires: _____

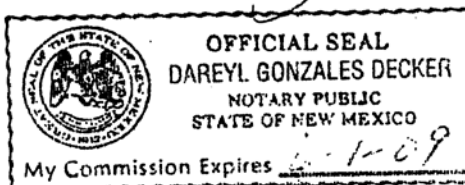


STATE OF NEW MEXICO)
) ss.
COUNTY OF TAOS)

The foregoing Declaration was acknowledged before me this 11th day of January, 2006, by Karen Kenward

[Signature]
Notary Public

My Commission Expires: _____



TAOS COUNTY
ELAINE S. MONTANO, CLERK
000314092
Book 529 Page 727
19 of 35
01/12/2006 11:03:05 AM
BY DIANAD

ATTACHMENT "1"
To
Condominium Declaration
For
MONTE VISTA CONDOMINIUMS

* * *

LEGAL DESCRIPTION

101011
8-2-95
8:56

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantor, THE WEIMER PROPERTIES, a Colorado Limited Partnership, for consideration paid, grants to RORY T. KENWARD and KAREN M. KENWARD, his wife, whose address is Talpa Route 4, Ranchos de Taos, New Mexico 87557, the following described property in Taos County, New Mexico, to-wit:

A certain tract of land in Taos, Taos County, New Mexico; within the Cristoval de la Serna Grant; located within projected Section 29, Township 25 North, Range 13 East, NMPM; described as part of Tract 1, Map 5, and part of Tract 17, Map 6, Survey 1, of the 1941 Taos County Reassessment Survey; and more particularly described by metes and bounds as follows:

BEGINNING at the NE corner of this tract, a 1/2 in. rebar set, from whence triangulation station "Bosque", a 1973 State Engineer Office brass cap monument, bears; N 73° 18' 02" E, 4710.4 ft. distant, thence;

S 17° 58' 10" E, 170.34 ft. to the SE corner, a 1/2 in. rebar set at the northerly right-of-way of Morgan Road thence; along said right-of-way;

N 88° 58' 38" W, 372.78 ft. to the SW corner, a 5/8 in. rebar found, thence leaving said right-of-way;

N 00° 54' 44" E, 161.30 ft. to the NW corner, a 3/4 in. iron pipe found, thence;

S 88° 56' 08" E, 317.65 ft. to the POINT AND PLACE OF BEGINNING.

This tract contains 1.277 acres, more or less; all as shown on a survey plat entitled "Weimer to Kenward", RGSS survey no. L4172, by Scott B. Crowl, NMLS no. 12441, dated 03/16/1995.

The Grantor hereby grants to Grantees an easement over existing roads to insure Grantees' right-of-access to the property described herein. It is expressly understood that Grantor is not responsible for maintenance and up-keep of said roads.

The Grantor specifically retains a six (6) foot easement within the exterior perimeter of said

Attachment "1"

TAOS COUNTY
ELAINE S. MONTANO, CLERK
000314092
Book 529 Page 728
20 of 35
01/12/2006 11:03:05 AM
BY DIANAD

property for the installation of utility and drainage facilities.

SUBJECT to the reservations, conditions and stipulations contained in the U.S. Patent to the Cristobal de la Serna Grant.

ALSO SUBJECT to any easement which may overlap unto this property.

ALSO FOR THE PURPOSE OF keeping this tract desirable for residential purposes the Grantee for itself, its successors and assigns in interest to said real estate, do covenant and agree to and with the grantor herein, their successors and assigns and for the benefit of the remaining unsold lands of the Grantor within said Tract and, also for the benefit of the Owners of other lands heretofore sold in said tract, that the premises herein described and conveyed shall be subject to each and all of the following restrictions which the Grantees covenant and agree not to violate or permit the same to be violated to-wit:

a. There shall not be erected or constructed on the said premises any building other than in accordance with the following architectural restriction, the intent of which is, and the agreement of the parties is, that no building or other structure shall be built or placed on the property unless its appearance is that of a flat roof pueblo-style or adobe-style such as the term is generally accepted and understood in the Taos area, and the parties further understand that there is no intent to restrict the selection of construction materials or techniques except as regards the finished appearance. Whatever construction material may be chosen will be plastered or otherwise faced to meet the agreed appearance standard if necessary, and the finished building color will be of an earth tone in keeping with traditional unpainted adobe structure colors. Buyer and Seller agree that there should be no misunderstanding and that any and all buildings placed on said premises will look like flat roof adobe structures.

b. Any and all exterior lighting whether for security or any other purpose shall either be diffused or shielded so as to remain as much as practicable on the site and not directed toward

TAOS COUNTY
ELAINE S. MONTANO, CLERK
000314092
Book 529 Page 729
21 of 35
01/12/2006 11:03:05 AM
BY DIANAD

surrounding properties or public rights of way. No light shall be placed any higher than fourteen (14) feet from ground level. This limitation shall not apply to parking lots for twenty (20) or more vehicles. The maximum height for parking lot lights as defined above shall be eighteen (18) feet from ground level. Quartz iodide and mercury vapor exterior lights are prohibited.

c. No outside toilets shall be placed on any lot.

d. Each lot at all times shall be kept in a clean, sightly and wholesome condition, no trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed on any lot so as to be visible to any neighboring lot or road except as may be reasonably necessary during the period of construction. Automobiles and equipment of any kind, including automobiles, trucks, campers vacation type trailers and farm machinery shall be kept only in garages or carports or sheds that have a solid fence around three (3) sides at least six (6) feet high.

e. All wires, cables, pipes, conduits and apparatus for the transmission of electrical current, telephone, television, water, gas, sewer service or other utilities shall be buried, with the exception of necessary equipment which cannot be buried.

f. Said premises shall not be used as a trailer park or similar type of enterprises.

g. The Town of Taos Land Use Development Code restrictions shall apply in all areas not addressed herein including, but not limited to, use, density, setbacks and other matters. Should any provision set forth above conflict with the Town of Taos codes the more stringent restriction shall apply.

h. All the restrictions contained herein shall constitute covenants running with the land and shall be binding upon the owners of said lands and all persons claiming by, through or under said owners for a period of twenty-five (25) years from the date of this document being filed for record with the Clerk and Recorder of Taos County, New Mexico however, the Grantor "WEIMER" hereby reserves the right to grant a reasonable variance

TAOS COUNTY
ELAINE S. MONTANO, CLERK
000314092
Book 529 Page 730
22 of 35
01/12/2006 11:03:05 AM
BY DIANAD

or adjustment of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions contained herein, provided, that such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood and shall not defeat the general intent and purpose of these restrictions.

i. Any violation of the provisions, conditions or restrictions contained herein shall warrant the Grantor or any lot owner to apply to any Court of Law or equity having jurisdiction thereof for any injunction or proper relief in order to enforce the same and the Court at its discretion may award the Plaintiff his court costs and reasonable attorney fees. No delay on the part of the Grantor or any other shall be construed as a waiver thereof or acquiescence therein.

j. In the event any one or more of the provisions, conditions, restrictions or covenants contained therein shall be held by any court to be null and void, all remaining restrictions and covenants herein shall remain in full force and effect.

The Grantor hereby reserves unto itself all mineral interest in and under said property.

By acceptance of this Deed, Grantees agree to be bound by the foregoing restrictive covenants herein.

WITH WARRANTY COVENANTS.

IN WITNESS WHEREOF, it has hereunto set its hand and seal

this 7 day of April, 1995.

THE WEIMER PROPERTIES, a Colorado Limited Partnership

BY: [Signature] (SEAL)
GENERAL PARTNER

BY: [Signature] (SEAL)
GENERAL PARTNER

TAOS COUNTY
ELAINE S. MONTANO, CLERK
000314092
Book 529 Page 731
23 of 35
01/12/2006 11:03:05 AM
BY DIANAD

TAOS COUNTY
ELAINE S. MONTANO, CLERK
000314092
Book 529 Page 732
24 of 35
01/12/2006 11:03:05 AM
BY DIANAD

STATE OF Colorado)
COUNTY OF El Paso) SS

This instrument was acknowledged before me on 4/7/95,
1995, by MELVIN W. WEIMER General Partner of THE WEIMER
PROPERTIES, a Colorado Limited Partnership, on behalf of said
partnership.



Theresa Marie Schutt
NOTARY PUBLIC

My Commission Expires: 7/26/98

STATE OF New Mexico)
COUNTY OF Taos) SS

This instrument was acknowledged before me on April 10,
1995, by Marcia W Cunningham General Partner of THE WEIMER
PROPERTIES, a Colorado Limited Partnership, on behalf of said
partnership.



Donna L Ormerod
NOTARY PUBLIC

My Commission Expires: 4-14-97



COUNTY OF TAOS
STATE OF NEW MEXICO
I hereby certify that this instrument was filed
for record on the 2nd day of April
1995 at 8:56 AM
and was duly recorded in book 529
page 535-537

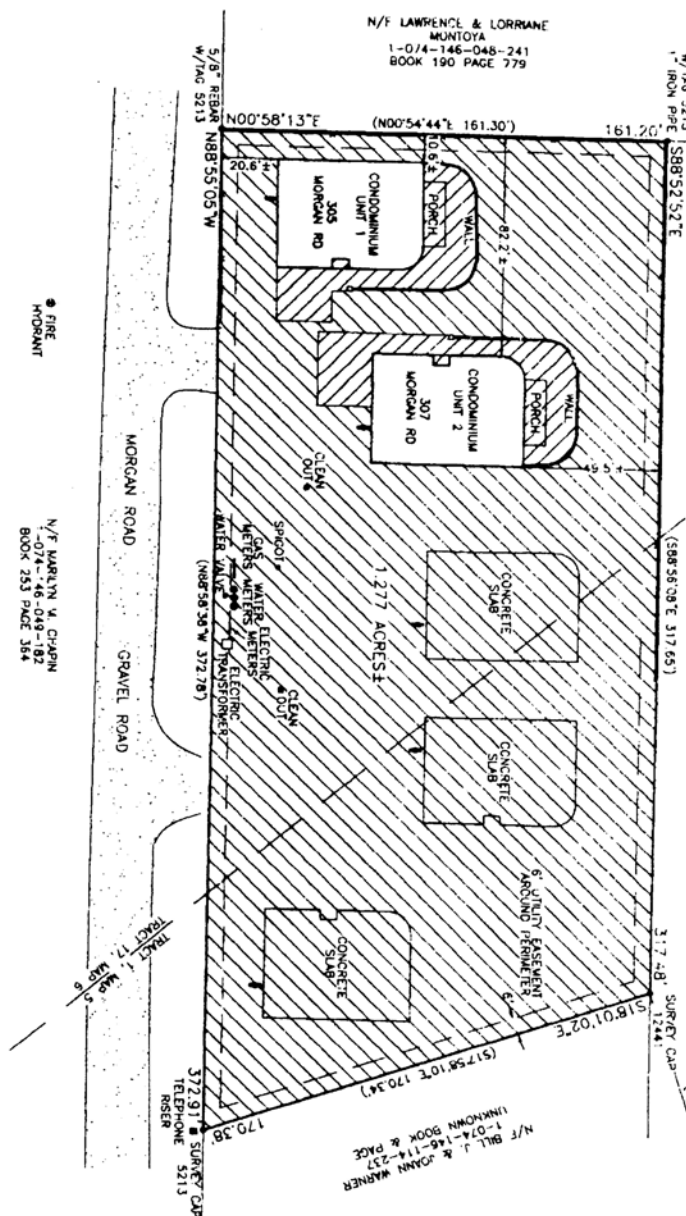
Witness my hand and seal
County Clerk, Taos County, N.M.
John Gerritt

TAOS COUNTY
ELAINE S. MONTANO, CLERK
000314092
Book 529 Page 733
25 of 35
01/12/2006 11:03:05 AM
BY DIANAD

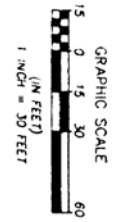
ATTACHMENT "2"
To
Condominium Declaration
For
MONTE VISTA CONDOMINIUMS

* * *
PLAT OF SURVEY

TAOS COUNTY
 ELAINE S. MONTANO, CLERK
 000314092
 Book 529 Page 734
 26 OF 35
 01/12/2006 11:03:05 AM
 BY DIANAD



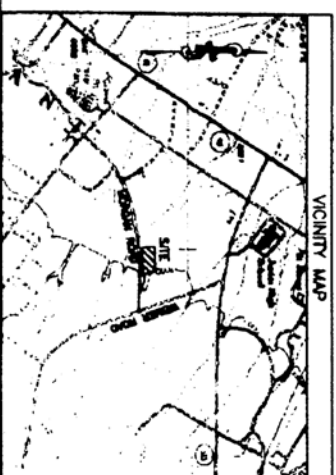
- NOTES AND LEGEND:**
1. BASIS OF BEARINGS WAS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS) SYSTEM. ALL BEARINGS SHOWN HEREON ARE RELATIVE TO ONE ANOTHER.
 2. * DENOTES POINT FOUND, AS INDICATED.
 3. * DENOTES WATER METER WITH CLEANOUTS.
 4. * DENOTES WATER METER WITH CLEANOUTS.
 5. N/F DENOTES NOW OR FORMERLY.
 6. RECORD DATA SHOWN IN () TAKEN FROM PLAT REFERENCE 1.
 7. THIS TRACT OF LAND FALLS WITHIN ZONE "X" AREA DETERMINED TO FALL OUTSIDE THE 300-FOOT FLOOD PLAIN AS PER CONDOMINIUM PANEL NO. 350078 0375 C, EFFECTIVE DATE: JANUARY 5, 1989.
 8. DEVELOPMENT RIGHTS RESERVED TO CREATE 4 ADDITIONAL UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.
 9. DENOTES LIMITED COMMON ELEMENT.
- PLAT REFERENCES:**
1. "SURVEY" PLAT FOR "WEINER TO KENWARD" BY SCOTT B. CROOK, NMS NO. 12441, DATED MARCH 16, 1995, HAVING SURVEY NO. L4172.



SURVEYOR'S CERTIFICATE:

I, JERRY L. STERLING, A REGISTERED PROFESSIONAL SURVEYOR, BEARING THAT ON NOVEMBER 9, 2005, AN ON THE GROUND FIELD SURVEY OF THIS TRACT OF LAND WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYS IN THE STATE OF NEW MEXICO, AND COMPLY WITH THE REQUIREMENTS OF SECTION 18-1-9 OF THE NEW MEXICO CONDOMINIUM ACT.

Jerry L. Sterling 01-12-2006
 JERRY L. STERLING, PROFESSIONAL SURVEYOR
 NEW MEXICO REGISTRATION NO. 11010



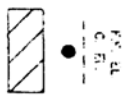
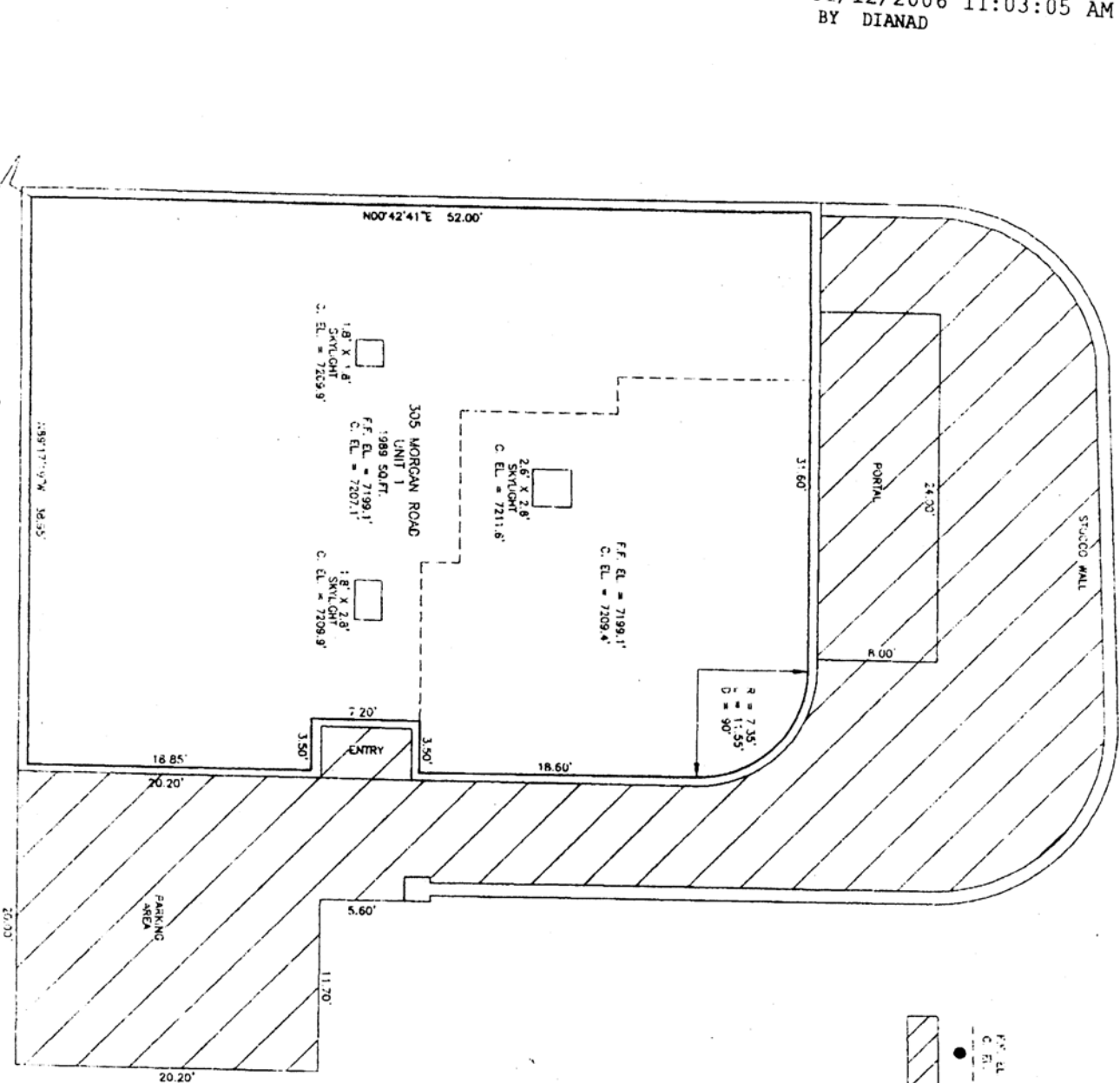
COUNTY INDEXING INFORMATION & TITLE BLOCK

RECORD OWNER(S): HORTY I. AND KAREN M. KEIMMARD; BOOK M-227, PAGE 335
 LOCATION: MORGAN ROAD, FRONT PROJECTED SECTION 29, T25N, R13E, NE/4, OF TRACT 1, MAP 5, SURVEY 1, AND A PORTION OF TRACT 17, MAP 6, SURVEY 1, 1941 TAOS COUNTY REASSESSMENT SURVEY

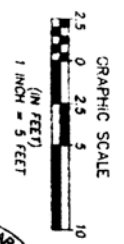
BOUNDARY SURVEY & GENERAL SCHEMATIC FOR MONTE VISTA A CONDOMINIUM

| | |
|----------------------|----------------|
| DATE: JANUARY 2006 | PAGE 1 OF 3 |
| DRAWN BY: S. ELLIOTT | PLAT NO. 02203 |

STERLING SURVEYS
 2077 N. Starling, P.O. Box 11013
 Santa Fe, NM 87507-11013
 Phone: (505) 553-4371



LEGEND
 DENOTES FINISH FLOOR ELEVATION
 DENOTES CEILING ELEVATION
 DENOTES CHANGE IN FINISH ELEVATION
 DENOTES EXISTING 5/8" REBAR, W/75 NO. 52'S
 DENOTES UNDATED COMMON ELEMENT
 ELEVATIONS SHOWN ARE ASSUMED AND RELATIVE TO ONE ANOTHER.
 R = RADIUS
 L = ARC LENGTH
 D = DELTA

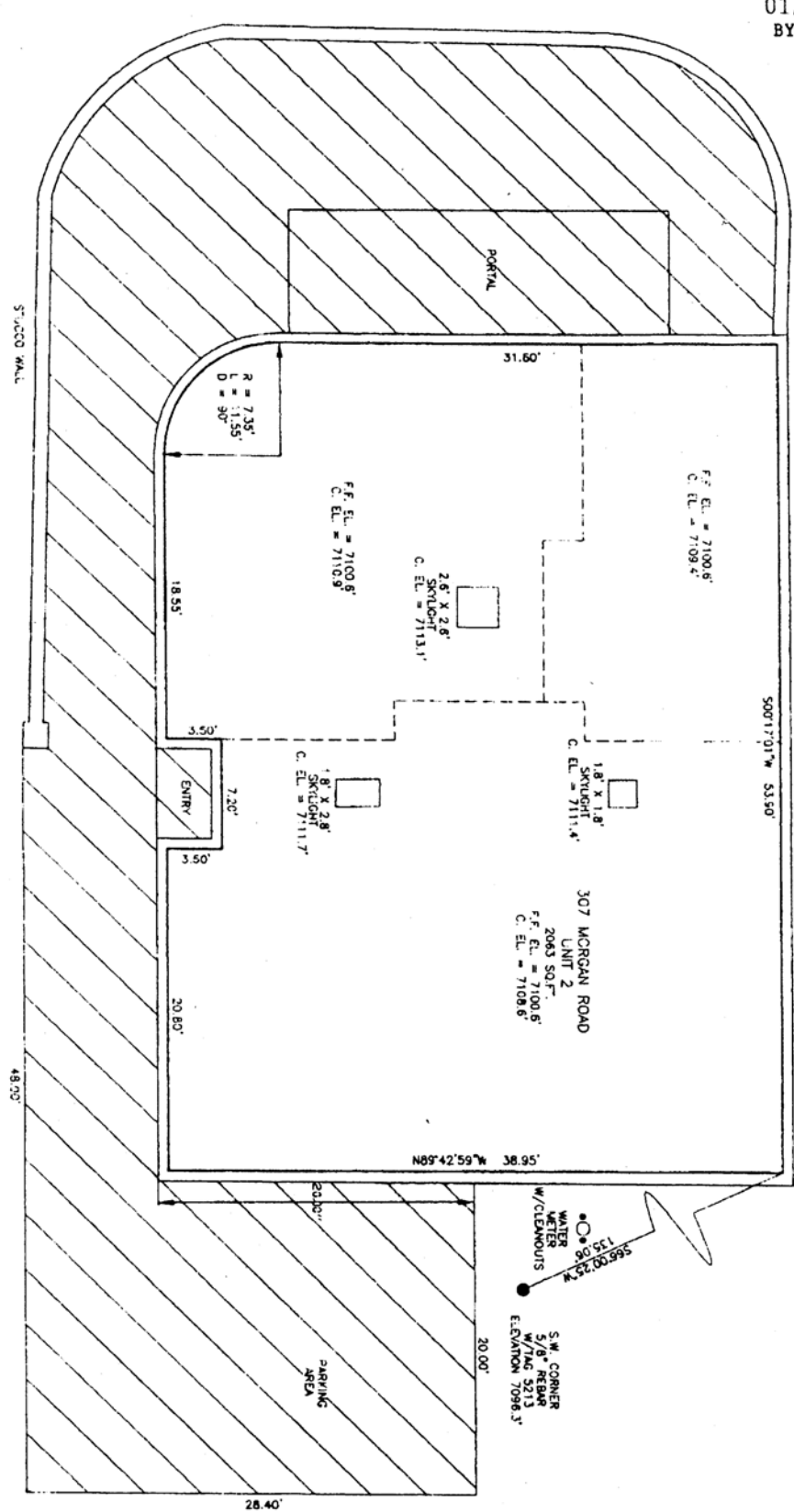


STERLING SURVEYS

MONTI VISTA A CONDOMINIUM UNIT 1

CITY OF SANTA FE, N.M. PS NO. 17010
 DATE: JANUARY 2006
 SHEET 2 OF 3
 PROJECT: MONTI VISTA A CONDOMINIUM UNIT 1
 DRAWN BY: B. TRULLO
 CHECKED BY: L. STERLING

J.M. CANTER
 5197 FEBRUARY
 1973
 1973
 1973



LEGEND

FF EL. - FINISH FLOOR ELEVATION
 C. EL. - CEILING ELEVATION
 --- DENOTES CHANGE IN CEILING ELEVATION
 --- DENOTES EXISTING 5/8" REBAR W/1/4" NO. 5 BARS
 --- DENOTES UNFINISHED CONCRETE ELEMENT

ELEVATIONS SHOWN ARE ASSUMED AND RELATIVE TO ONE FOOTER

R = RADIUS
 L = LENGTH
 D = DIAMETER

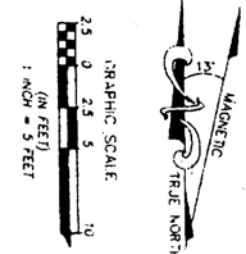


STERLING SURVEYS

Larry C. Sterling, PLS No. 1710
 401 E. 15th St., Suite 200
 Santa Fe, NM 87501
 Phone: (505) 753-4111

MONTA VISTA A CONDOMINIUM UNIT 2

Scale: 1/4" = 1'-0"
 Date: APR 2005
 Drawn By: B. BOUTER
 Page: 1 OF 3
 Plot No: 20203 2



TAOS COUNTY
ELAINE S. MONTANO, CLERK
000314092
Book 529 Page 737
29 of 35
01/12/2006 11:03:05 AM
BY DIANAD

ATTACHMENT "3"
To
Condominium Declaration
for
MONTE VISTA CONDOMINIUMS

ARTICLES OF INCORPORATION
OF
MONTE VISTA DE TAOS CONDOMINIUMS OWNERS' ASSOCIATION, INC.

* * *



TAOS COUNTY
ELAINE S. MONTANO, CLERK
000314092
Book 529 Page 738
30 of 35
01/12/2006 11:03:05 AM
BY DIANAD

OFFICE OF THE
PUBLIC REGULATION COMMISSION

CERTIFICATE OF INCORPORATION

OF

MONTE VISTA DE TAOS CONDOMINIUM OWNERS' ASSOCIATION, INC.

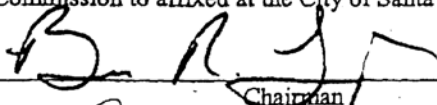
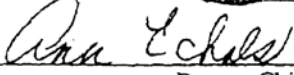
2659126

The Public Regulation Commission certifies that the Articles of Incorporation, duly signed and verified pursuant to the provisions of the
NONPROFIT CORPORATION ACT
(53-8-1 to 53-8-99 NMSA 1978)
have been received by it & are found to conform to law.

Accordingly, by virtue of the authority vested in it by law, the Public Regulation Commission issues this Certificate of Incorporation & attaches hereto, a duplicate of the Articles of Incorporation.

Dated: NOVEMBER 22, 2005

In testimony whereof, the Public Regulation of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to affixed at the City of Santa Fe.


Chairman

Bureau Chief

Attachment "3"

COPY

ARTICLES OF INCORPORATION
OF

FILED IN OFFICE OF
NM PUBLIC REG. COMM.

NOV 22 2005

CORPORATION BUREAU

MONTE VISTA DE TAOS CONDOMINIUM OWNERS' ASSOCIATION, INC.
A New Mexico Non-Profit Corporation

ARTICLE I. Name. The name of this Corporation is:

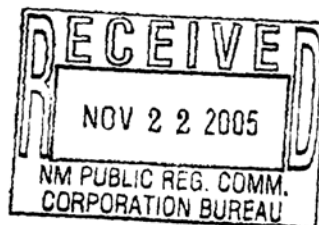
MONTE VISTA DE TAOS CONDOMINIUM OWNERS' ASSOCIATION, INC.

ARTICLE II. Duration. The existence of the corporation shall be perpetual.

ARTICLE III. Purposes. The purposes of this corporation is manage the common areas and facilities of Monte Vista Condominiums; to furnish fire and extended risk insurance coverage for the benefit of condominium unit owners; to make reasonable regulations with respect to the common areas of Monte Vista Condominiums, for the mutual benefit of unit owners; to have all the rights and duties of the Association as described in the Condominium Declaration for Monte Vista Condominium; unless restricted by said Declaration or the By-Laws of the corporation, to perform all the functions and services customarily performed by condominium owners associations; and to engage in any and all related activities permitted by law.

ARTICLE IV. Members. Each owner of a condominium unit in Monte Vista Condominiums shall be a member of this association. No person who is not an owner of a condominium unit shall be a member of this association.

ARTICLE V. Registered Office and Agent. The initial registered office of the Corporation is 15 Herrera Road, Ranchos de Taos, NM 87557. The initial registered agent at that address is Rory Kenward.



TAOS COUNTY
ELAINE S. MONTANO, CLERK
000314092
Book 529 Page 739
31 of 35
01/12/2006 11:03:05 AM
BY MANAD

ARTICLE VI. Initial Directors. The initial Board of Directors shall have three

members, whose names and addresses are:

Rory Kenward
15 Herrera Road
Ranchos de Taos, NM 87557

Karen Kenward
15 Herrera Road
Ranchos de Taos, NM 87557

Kylee Kenward
15 Herrera Road
Ranchos de Taos, NM 87557

The Initial Directors shall serve as directors until the first annual meeting of members, or until the initial directors' successors are elected and qualified, whichever is later.

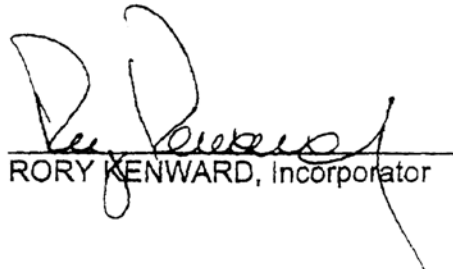
ARTICLE VII. Incorporator. The name and address of the Incorporator is as

follows:

Rory Kenward
15 Herrera Road
Ranchos de Taos, NM 87557

ARTICLE VIII. Limitation on Liability of Directors. A member of the Board of Directors of this Corporation shall not be personally liable to the Corporation or its members for monetary damages for breach of fiduciary duty as a director unless: (1) the Director has breached or failed to perform the duties of the director's office in violation of Section 53-8-25.1 NMSA 1978; and (2) the breach or failure to perform constitutes willful misconduct or recklessness.

Date: 11/21/05


RORY KENWARD, Incorporator

COPY

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

FILED IN OFFICE OF
NM PUBLIC REG. COMM.

NOV 22 2005

CORPORATION BUREAU

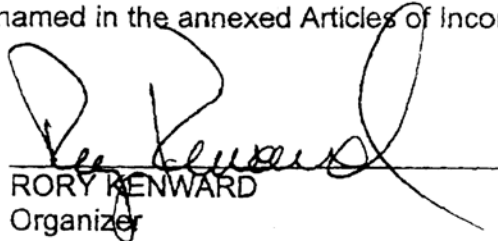
**AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED INITIAL REGISTERED AGENT
OF**

MONTE VISTA DE TAOS CONDOMINIUM OWNERS' ASSOCIATION, INC.

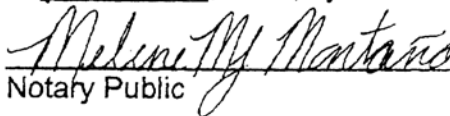
A New Mexico Non-Profit Corporation

Rory Kenward being first duly sworn, states:

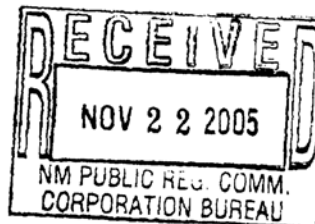
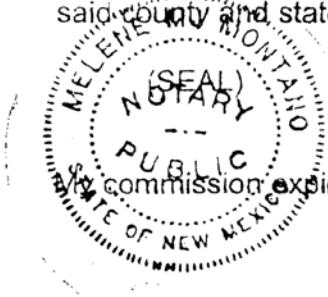
Affiant acknowledges and hereby accepts appointment as registered agent for
MONTE VISTA DE TAOS CONDOMINIUM OWNERS' ASSOCIATION, INC., a New
Mexico non-profit corporation, which is named in the annexed Articles of Incorporation.


RORY KENWARD
Organizer

Subscribed and sworn to before me, the undersigned Notary Public in and for
said county and state, on this 21st day of November, 2005, by RORY KENWARD.


Notary Public

My commission expires: 8-5-2009



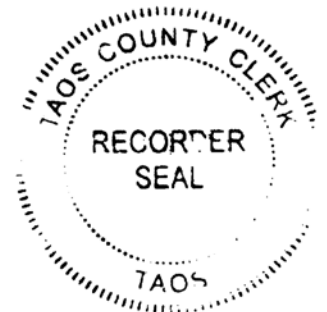
TAOS COUNTY
ELAINE S. MONTANO, CLERK
000314092
Book 529 Page 741
33 of 35
01/12/2006 11:03:05 AM
BY DIANAD

TAOS COUNTY
ELAINE S. MONTANO, CLERK
000314092
Book 529 Page 742
34 of 35
01/12/2006 11:03:05 AM
BY DIANAD

ATTACHMENT "4"
To
Condominium Declaration
for
MONTE VISTA CONDOMINIUMS

PERCENTAGE UNIT OWNERSHIP OF COMMON ELEMENTS

| Unit | Size (ft) | Allocated Interest |
|-------|-----------|--------------------|
| 1 | 1989 | 49% |
| 2 | 2063 | 51% |
| 3 | | |
| 4 | | |
| 5 | | |
| Total | 4052 | 100.00% |



TIERRAS DE TAOS
TITLE COMPANY, INC.
file # mVIC-4414R

AMENDMENT TO CONDOMINIUM DECLARATION
FOR
MONTE VISTA, A CONDOMINIUM

The undersigned is the Declarant and holder of Special Declarant Rights reserved in the Declaration for Monte Vista, A Condominium filed for record at Book 529 pages 709-743, Records of Taos County, New Mexico (Declaration.)

The undersigned hereby exercises his Reserved Special Declarant Rights to create one new unit, Unit 3, on the land subject to the Declaration.

The Plat and Plan attached hereto as Exhibit "A" is added to the Declaration to reflect the floor plan and location of the buildings containing Units 1,2 and 3, which is hereby created.

Exhibit "B" attached hereto reflects the size of Unit 3. Exhibit "C" attached hereto reallocates the percentage interest allocated to all Units.

It is hereby certified that the structural and mechanical systems of the buildings containing Unit 3 have been substantially completed in accordance with the plans.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Declaration as of the date set forth below.

Dated: April 12, 2006

DECLARANT:

By: *Rory Kenward*
RORY KENWARD

By: *Karen Kenward*
KAREN KENWARD

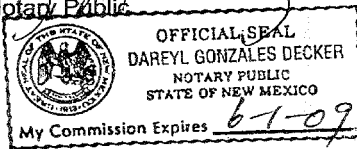
ACKNOWLEDGMENT

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

12th The foregoing Amendment to this Declaration was acknowledged before me this day of April 2006, by Rory Kenward and Karen Kenward, husband and wife.



Dareyl Gonzales Decker
Notary Public

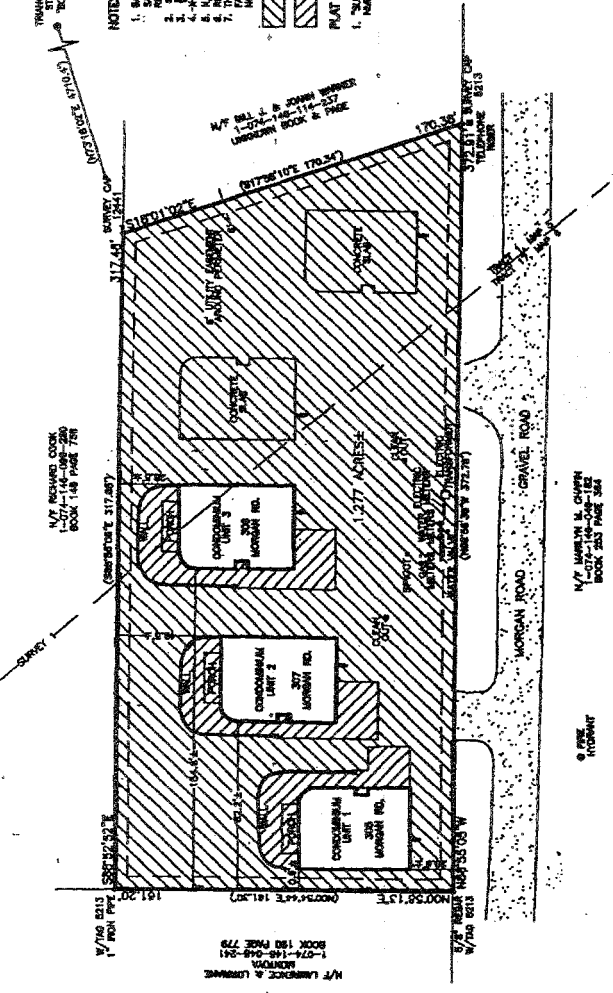
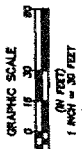
My Commission Expires: 6-1-09



NOTES AND LEGEND:

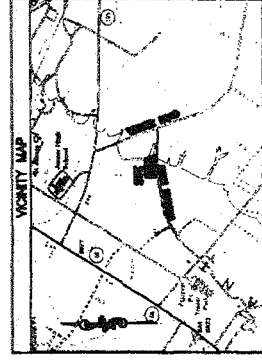
1. NAME OF BEARINGS WAS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS) DATA. ALL BEARINGS SHOWN HEREON ARE AS INDICATED.
2. 8' DENOTES WATER METER WITH CLEANOUTS.
3. 8' DENOTES METER WITH CLEANOUTS.
4. 8' DENOTES METER WITH CLEANOUTS.
5. 8' DENOTES METER WITH CLEANOUTS.
6. RECORD DATA SHOWN IN () TAKEN FROM PLAT REFERENCE 1.
7. TIME TRAIT OF LAND FALLS WITHIN ZONE 10N AND IS REFERENCED TO NAD 83. DATE OF SURVEY IS JANUARY 5, 1998.
8. NO. 30078 G. 0719 C. EFFECTIVE DATE: JANUARY 5, 1998.

 DEVELOPMENT RIGHTS RESERVED TO CREATE 3 UNITS AND LIMITED USES, EXCEPT AS NOTED
 DOTTED LINED COMMON ELEMENT
PLAT REFERENCES:
 1. "SURVEY PLAT FOR 'MONTANO TO KENNEDY' BY SCOTT S. CORRAL, NAD 83, DATED MARCH 18, 1995, TAOS COUNTY REG. NO. 41172.



SURVEYOR'S CERTIFICATE:
 I, LARRY L. STERLING, A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT I AM RESPONSIBLE FOR THE SURVEY HEREON SHOWN, AND THAT THIS SURVEY AND PLAT MEET THE MANNERS STANDARDS FOR SURVEYS IN THE STATE OF NEW MEXICO AS REQUIRED BY 24-1-75-4 OF THE NEW MEXICO CONSTITUTION.

LARRY L. STERLING, PROFESSIONAL SURVEYOR
 NEW MEXICO REGISTRATION NO. 11010



COUNTY RECORDING INFORMATION & TITLE BLOCK

RECORD CHARACTER: UNIT 1, AND MARTIN M. KENNEDY BOOK M-227, PAGE 235
 LOCATION: TAOS COUNTY, TAOS COUNTY, NEW MEXICO, BEING A PORTION OF TRACT 1, MAP A, SURVEY 1, AND A PORTION OF TRACT 17, MAP A, SURVEY 1, 1941, TAOS COUNTY REASSESSMENT SURVEY.

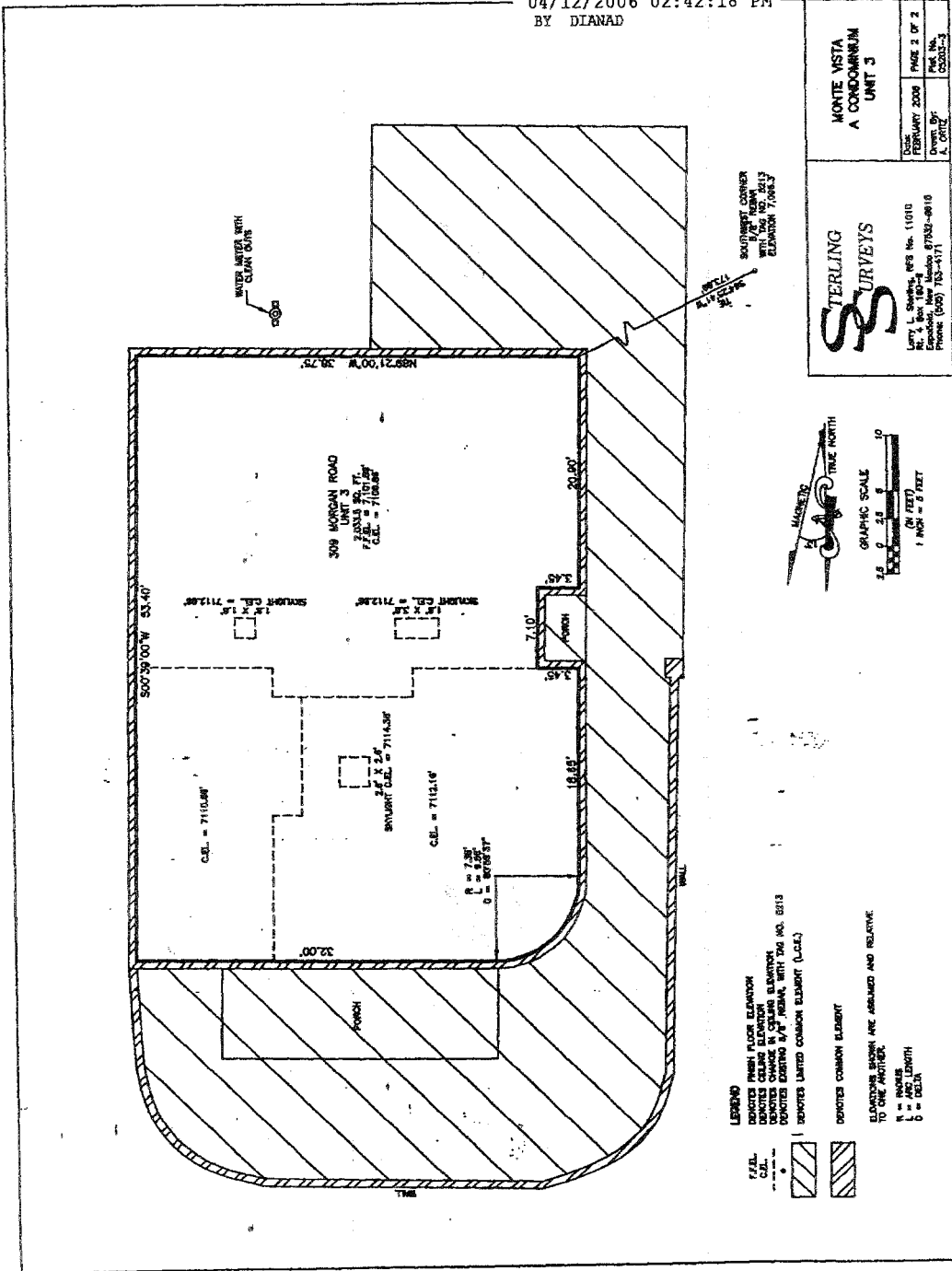
STERLING SURVEYS

BOUNDARY SURVEY & GENERAL SCHEMATIC FOR MONTE VISTA A CONDOMINIUM

LARRY L. STERLING, REG. NO. 11010
 1001 N. 100th St., Suite 100
 Enfield, New Mexico 87433-9815
 Phone: (505) 733-4171

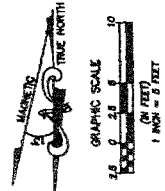
DATE: JANUARY 2006
 DRAWN BY: S. WEAVER
 PLOT NO.: 00003

Exhibit "A"



STERLING SURVEYS
 LARRY L. STERLING, P.E. No. 11010
 1000 N. 1st St., Suite 100, Taos, NM 87551
 Phone: (505) 753-4171

**MONTE VISTA
 A CONDOMINIUM
 UNIT 3**
 Date: FEBRUARY 2006
 Drawn By: A. ORTIZ
 Page No. 00003-3
 Page 2 of 2



- LEGEND**
- F.F.L. — DENOTES FINISH FLOOR ELEVATION
 - - - C.C.L. - - - DENOTES COMMON ELEMENT
 - DENOTES CHANGE IN ELEVATION
 - DENOTES EXISTING 1/2\"/>
- DENOTES UNITED COMMON ELEMENT (U.C.E.)
- DENOTES COMMON ELEMENT
- ELEVATIONS SHOWN ARE ARRANGED AND RELATIVE TO ONE ANOTHER.
- N = NORTH
 L = LENGTH
 B = BREADTH

Exhibit "B"

| Unit | Size (ft) | Allocated Interest |
|-------|-----------|--------------------|
| 1 | 1989 | 32.7% |
| 2 | 2063 | 33.9% |
| 3 | 2033.5 | 33.4% |
| 4 | | |
| 5 | | |
| Total | 6085.5 | 100.00% |

EXHIBIT C TO AMENDMENT TO CONDOMINIUM
DECLARATION



FIRST AMENDMENT TO
CONDOMINIUM DECLARATION
FOR
MONTE VISTA, A CONDOMINIUM

TAOS COUNTY
ANNA MARTINEZ, CLERK
000405952
Book 888 Page 604
1 of 2
09/16/2015 04:39:49 PM
BY AMANDAA

THIS AMENDMENT is made to the Condominium Declaration for Monte Vista, a Condominium, dated January 11, 2006, and recorded January 12, 2006, in Book 529, Page 709, records of Taos County, New Mexico (hereinafter "Condominium Declaration") pursuant to the provisions of Section 5.2 of Article V of the Condominium Declaration following approval of all of the unit owners:

1. Section 2.4, Common Elements, is amended by adding the following sentence at the end of that section:

"The boundary walls and the roof of each building, including the roof over the portal, is a limited common element allocated exclusively to the Unit which they enclose."

2. The title of Section 2.6 is amended to read: "Maintenance Responsibilities; Insurance."

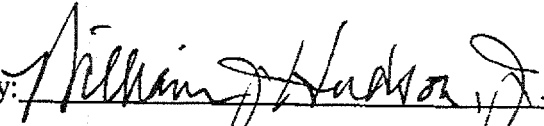
3. Section 2.6, Responsibilities; Insurance, is amended by adding the following sentence at the end of that section:

"The owner(s) of each unit shall be responsible for providing casualty insurance coverage for the unit and the limited common elements and any other portion of the common elements appurtenant to and reserved for the exclusive use of the unit owner(s). Limits of coverage shall be the estimated replacement cost of such improvements. Unit owners shall provide the association with evidence of such coverage as may be requested in writing by the board of directors. The condominium association shall be responsible for providing casualty insurance coverage for the remaining common elements and the improvements thereto and liability coverage as determined by the board of directors."

4. ~~Except as modified above, the original Condominium Declaration, as~~
amended, is hereby ratified and confirmed.

IN WITNESS WHEREOF, this Amendment to the Condominium Declaration for Monte Vista, a Condominium is executed on September 11, 2015.

Monte Vista Condominium Owners'
Association, Inc.

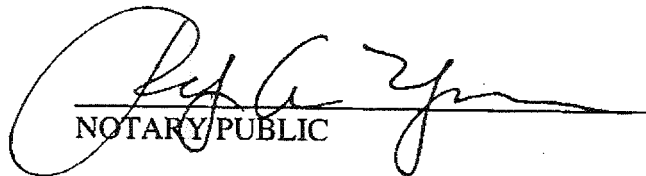
By: 
William J. Hudson, Jr., President

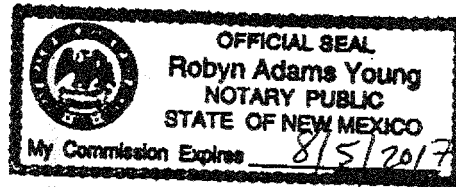
STATE OF NEW MEXICO

COUNTY OF SANTA FE

TAOS COUNTY
ANNA MARTINEZ, CLERK
000405952
Book 888 Page 605
2 of 2
09/16/2015 04:39:49 PM
BY AMANDAA

The foregoing instrument was acknowledged before me on September 11, 2015, by WILLIAM J. HUDSON, JR., as President of the Monte Vista Condominium Owners' Association, Inc., on behalf of said Association.


NOTARY PUBLIC



SECOND AMENDMENT TO CONDOMINIUM DECLARATION

TIERRAS DE TAOS
TITLE COMPANY, INC.
file # mVIC-0217K

FOR
MONTE VISTA, A CONDOMINIUM

TAOS COUNTY
ELAINE S. MONTANO, CLERK
000322007
Book 562 Page 44
1 of 5
08/11/2006 01:11:41 PM
BY LILLIAN

The undersigned is the Declarant and holder of Special Declarant Rights reserved in the Declaration for Monte Vista, A Condominium filed for record at Book 529 pages 709-743, Records of Taos County, New Mexico (Declaration) and the Amendment thereto filed for record at Book 543, pages 188-191, Records of Taos County, New Mexico.

The undersigned hereby exercises his Reserved Special Declarant Rights to create one new unit, Unit 4, on the land subject to the Declaration.

The Plat and Plan attached hereto as Exhibit "A" is added to the Declaration to reflect the floor plan and location of the buildings containing Units 1, 2, 3 and 4 which is hereby created.

Exhibit "B" attached hereto reflects the size of Unit 4. Exhibit "C" attached hereto reallocates the percentage interest allocated to all Units.

It is hereby certified that the structural and mechanical systems of the buildings containing Unit 4 have been substantially completed in accordance with the plans.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Declaration as of the date set forth below.

Dated: August 11, 2006

DECLARANT:

By: [Signature]
RORY KENWARD

By: [Signature]
KAREN KENWARD

562/44


ACKNOWLEDGMENT

TAOS COUNTY
ELAINE S. MONTANO, CLERK
000322007
Book 562 Page 45
2 of 5
08/11/2006 01:11:41 PM
BY LILLIAN

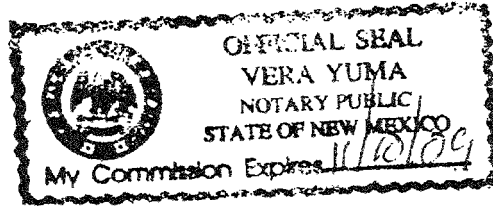
STATE OF NEW MEXICO)
) ss.
COUNTY OF TAOS)

The foregoing Amendment to this Declaration was acknowledged before me this 11th day of August 2006, by Rory Kenward and Karen Kenward, husband and wife.

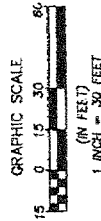
My Commission Expires: 11/10/09



Notary Public



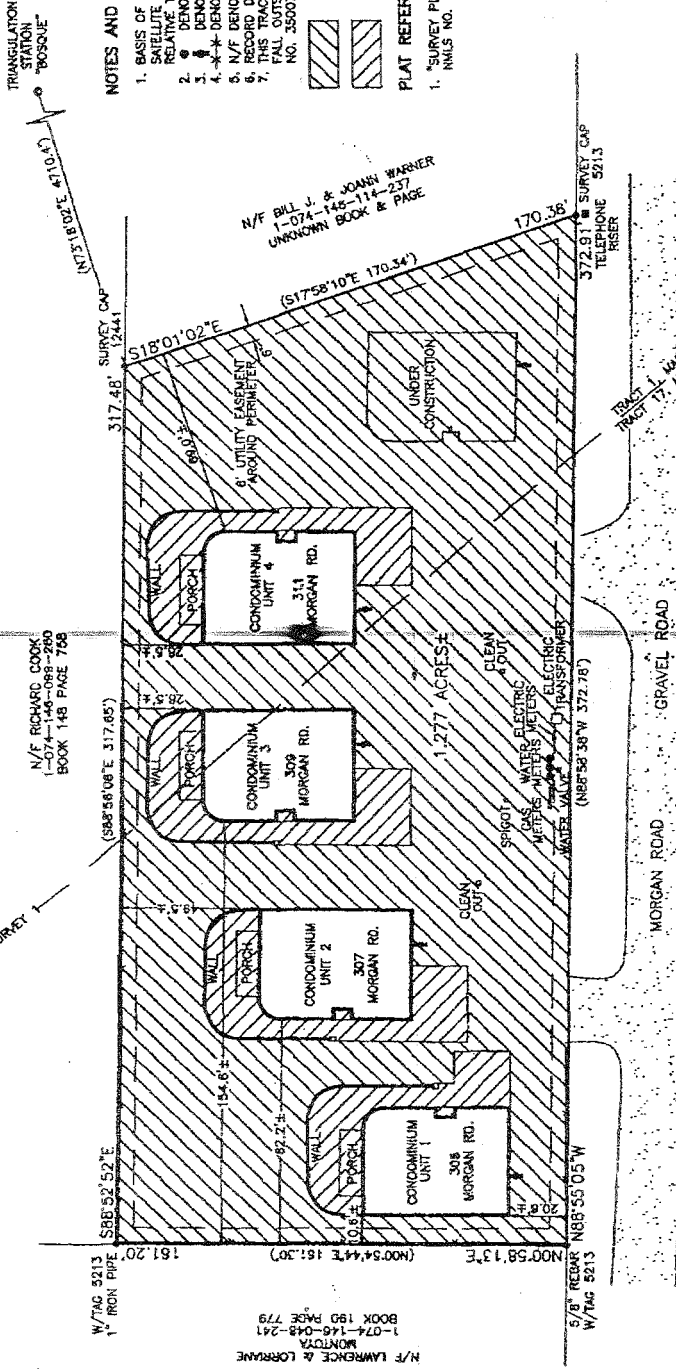
TAOS COUNTY
 ELAINE S. MONTANO, CLERK
 000322007
 Book 562 Page 46
 3 of 5
 08/11/2006 01:11:41 PM
 BY LILLIAN



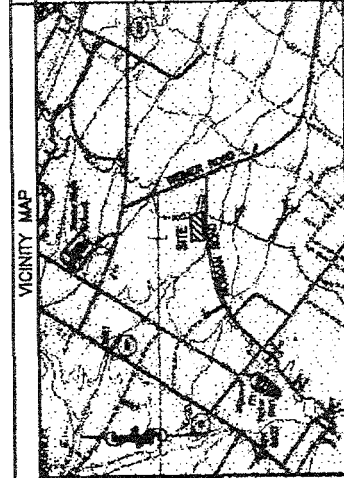
TRIANGULATION
 STATION
 "BOSSQUE"

NOTES AND LEGEND:

1. BASIS OF BEARINGS WAS DETERMINED FROM GLOBAL POSITIONING SATELLITE (GPS) SYSTEM. ALL BEARINGS SHOWN HEREON ARE RELATIVE TO ONE ANOTHER.
 2. DENOTES POINT FOUND AS INDICATED.
 3. DENOTES WATER METER WITH CLEAN OUTS.
 4. DENOTES WOOD FENCE.
 5. N/F DENOTES NOW OR FORMERLY.
 6. RECORD DATA SHOWN IN L.S. TAKEN FROM PLAT REFERENCE 1. THIS RECORD IS FOR THE 2004-YEAR FLOOD PLAN AS PER COMMUNITY PANEL NO. 350078 (375 C, EFFECTIVE DATE, JANUARY 5, 1998).
 7. DEVELOPMENT RIGHTS RESERVED TO CREATE 2 ADDITIONAL UNITS COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.
 8. DENOTES LIMITED COMMON ELEMENT
- PLAT REFERENCES:**
1. "SURVEY PLAT FOR WEMER TO KENARD" BY SCOTT B. CROWL, NMLS NO. 12441, DATED MARCH 16, 1985, HAVING SURVEY NO. L4172.



| | |
|--|---|
| COUNTY INDEXING INFORMATION & TITLE BLOCK | |
| RECORD OWNER(S): RORY T. AND KAREN M. KENARD; BOOK U-227, PAGE 535 | STERLING SURVEYS LARRY L. STERLING, RPS No. 11010 Rt. 4, Box 180-B Espanola, New Mexico 87532-8915 Phone: (505) 753-4171 |
| LOCATION: MORGAN ROAD, WITH TAOS COUNTY NEW MEXICO, BEING A PORTION OF TRACT 1, MAP 2, SURVEY 1, AND A PORTION OF TRACT 17, MAP 6, SURVEY 1, 1941 TAOS COUNTY REASSESSMENT SURVEY. | |
| BOUNDARY SURVEY & GENERAL SCHEMATIC FOR MONTE VISTA A CONDOMINIUM | |
| Date: AUGUST 2006 | PAGE 1 OF 2 |
| Drawn By: A. ORTIZ | Plot No: 05203 |



SURVEYOR'S CERTIFICATE:

LARRY L. STERLING, A REGISTERED PROFESSIONAL SURVEYOR, CERTIFY THAT ON NOVEMBER 9, 2005, AN ON THE GROUND FIELD SURVEY OF THIS TRACT OF LAND WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN THE STATE OF NEW MEXICO, AND THAT THE ITEMS REQUIRED BY SSJ-7B-9 OF THE NEW MEXICO CONDOMINIUM ACT.

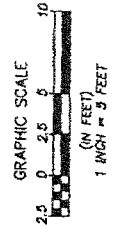


Larry L. Sterling 08-08-2006
 LARRY L. STERLING, PROFESSIONAL SURVEYOR
 NEW MEXICO REGISTRATION NO. 11010

N/F MARILYN M. CHAPIN
 1-074-148-048-182
 BOOK 283 PAGE 364

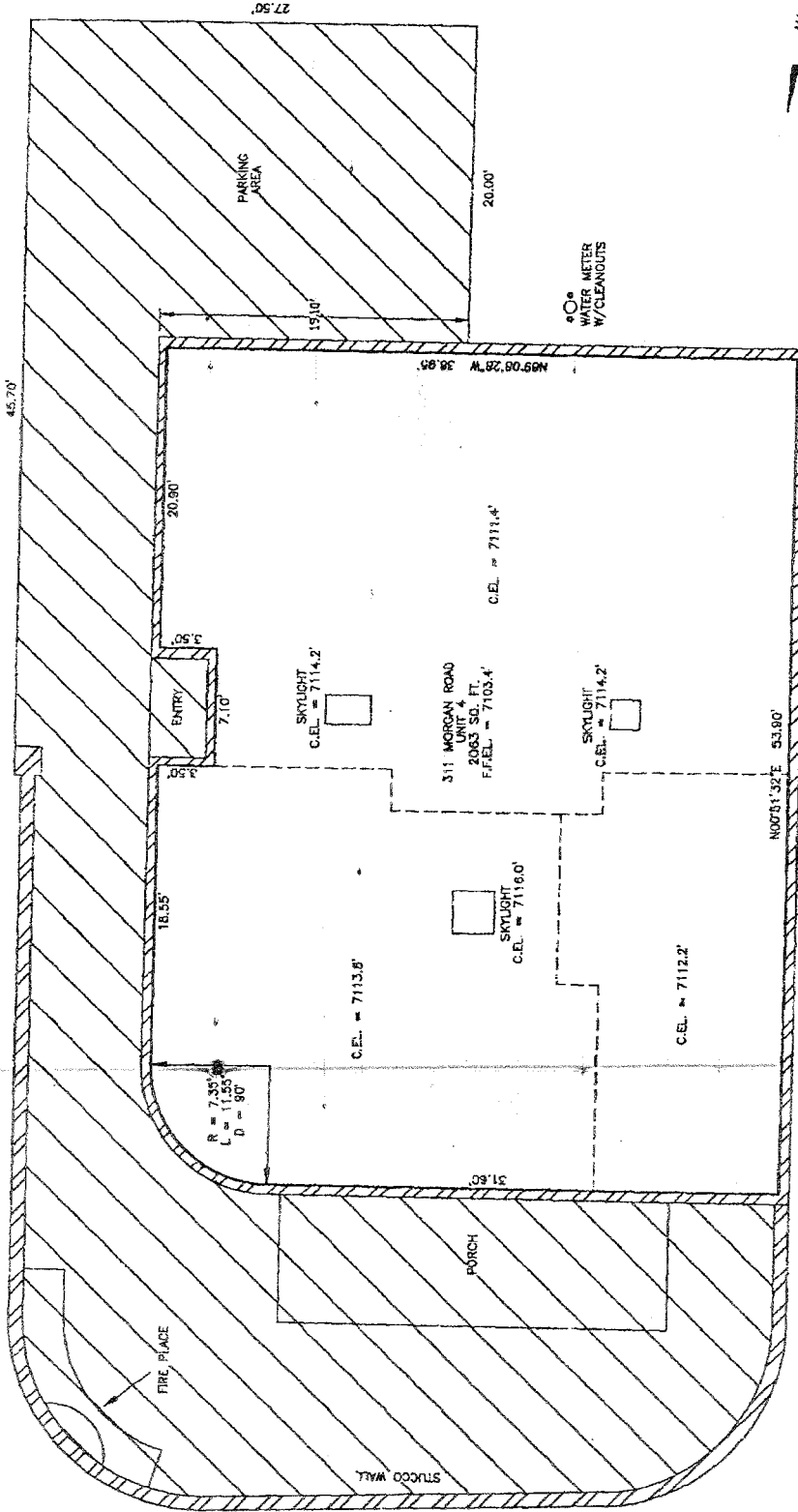
● FIRE HYDRANT

TAOS COUNTY
 ELAINE S. MONTANO, CLERK
 000322007
 Book 562 Page 47
 4 of 5
 08/11/2006 01:11:41 PM
 BY LILLIAN



| | | | |
|----------|-------------|----------|---------|
| Date | August 2006 | Page | 2 of 2 |
| Drawn By | A. ORTIZ | Plot No. | 05203-4 |

STERLING SURVEYS
 Larry L. Sterling, RFS No. 11010
 Box 12803
 Escondido, N.M. 87532-8815
 Phone: (505) 753-4171



LEGEND

- F.F. EL. DENOTES FINISH FLOOR ELEVATION
- C. EL. DENOTES CEILING ELEVATION
- - - DENOTES CHANGE IN CEILING ELEVATION
- DENOTES EXISTING 5/8" REBAR, W/TAG NO. 5213
- ▨ DENOTES LIMITED COMMON ELEMENT
- ▩ DENOTES COMMON ELEMENT

ELEVATIONS SHOWN ARE ASSUMED AND RELATIVE TO ONE ANOTHER.

R = RADIUS
 L = ARC LENGTH
 D = DELTA

Exhibit "B"

TAOS COUNTY
ELAINE S. MONTANO, CLERK
000322007
Book 562 Page 48
5 of 5
08/11/2006 01:11:41 PM
BY LILLIAN

| Unit | Size (ft) | Allocated Interest |
|-------|-----------|--------------------|
| 1 | 1989 | 24.41% |
| 2 | 2063 | 25.32% |
| 3 | 2033.5 | 24.95% |
| 4 | 2063 | 25.32% |
| 5 | | |
| Total | 8148.5 | 100.00% |

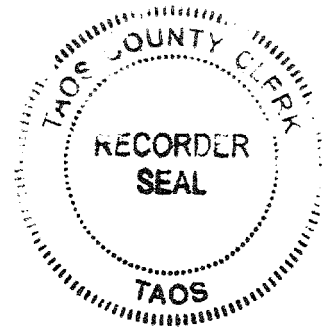


EXHIBIT "C"

TIERRAS DE TAOS
TITLE COMPANY, INC.

THIRD AMENDMENT TO CONDOMINIUM DECLARATION

FOR

MONTE VISTA, A CONDOMINIUM

The undersigned is the Declarant and holder of Special Declarant Rights reserved in the Declaration for Monte Vista, A Condominium filed for record at Book 529 pages 709-743, Records of Taos County, New Mexico (Declaration), the Amendment thereto filed for record at Book 543, pages 188-191, Records of Taos County, New Mexico and the Second Amendment thereto filed for record at Book 562, pages 44 to 48, Records of Taos County, New Mexico.

The undersigned hereby exercises his Reserved Special Declarant Rights to create one new unit, Unit 5, on the land subject to the Declaration.

A Reduced Sized Version of the Plat and Plan consisting of six (6) pages is attached hereto as Exhibit "A" is added to the Declaration to reflect the floor plans and locations of all the buildings in the condominium, all the units, all the common elements and all the limited common elements. The Plat and Plan are entitled Boundary Survey and General Schematic for Monte Vista A Condominium dated August 2006 and filed for record in Cabinet E, pages 121B of the records of Taos County.

Exhibit "B" attached hereto reflects the size of Unit 5.

Exhibit "C" attached hereto reallocates the percentage interest allocated to all Units.

It is hereby certified that the structural and mechanical systems of the building containing Unit 5 have been substantially completed in accordance with the plans.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Declaration as of the date set forth below.

Dated: October 11, 2006

TAOS COUNTY
ELAINE S. MONTANO, CLERK
000324484
Book 572 Page 756
1 of 10
10/11/2006 02:51:39 PM
BY DOLORES

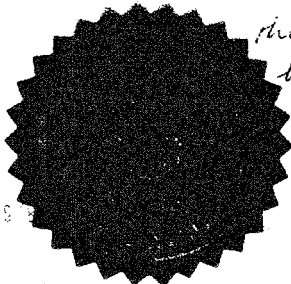
DECLARANT:

By: [Signature]
RORY KENWARD

By: [Signature]
KAREN KENWARD

*this 7th day of October 2006
before me*

[Signature]
H M NOAKES
Notary Public
Auckland
New Zealand



572/7512

TRIANGULATION
 STATION
 "BOSSQUE"

NOTES AND LEGEND:

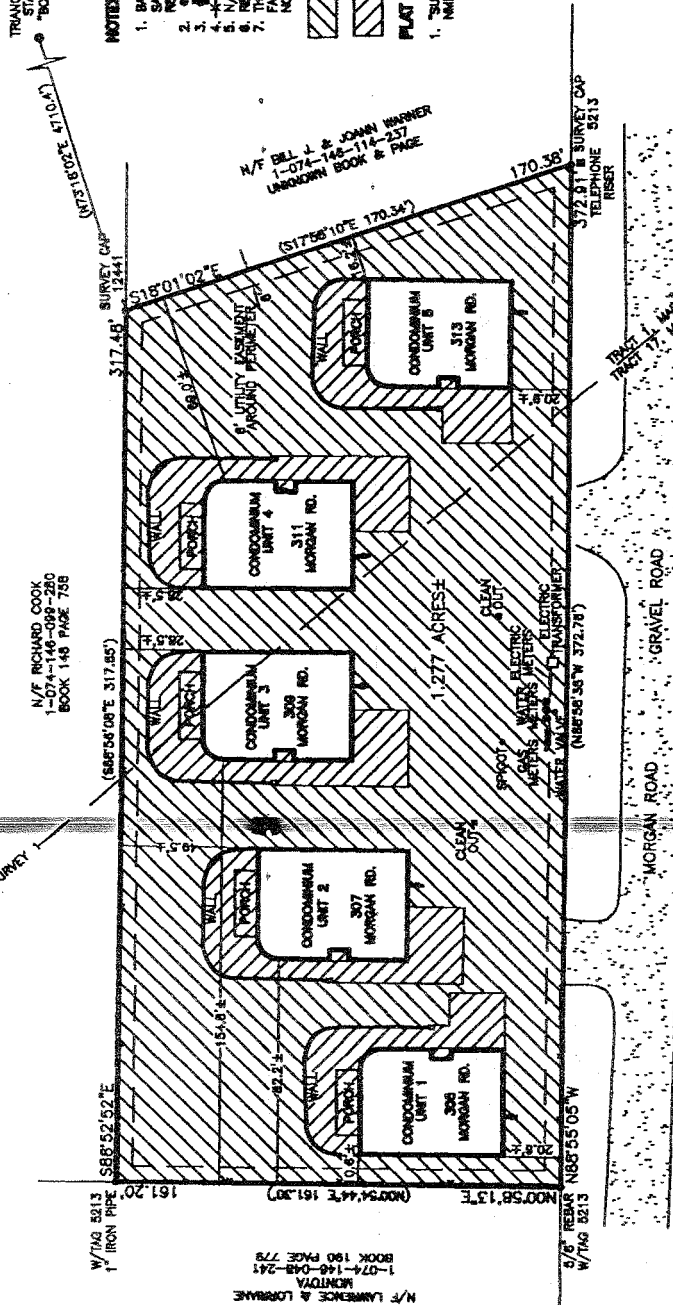
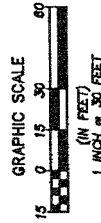
1. BASIS OF BEARINGS WAS DETERMINED FROM GLOBAL POSITIONING SATELLITE (GPS) SYSTEM. ALL BEARINGS SHOWN HEREON ARE RELATIVE TO ONE THAT FOUND, AS INDICATED.
2. ALL BEARINGS WERE FOUND, AS INDICATED.
3. DENOTES WATER METER WITH CLEAN OUTS.
4. DENOTES WOOD FENCE.
5. N/E DENOTES NOW OR FORMERLY.
6. RECORD DATA SHOWN IN () TAKEN FROM PLAT REFERENCE 1.
7. THIS TRACT OF LAND FALLS WITHIN ZONE "X" AREA DETERMINED TO FALL OUTSIDE THE 500-YEAR FLOOD PLAIN AS PER COMMUNITY PANEL NO. 380078 0376 C, EFFECTIVE DATE: JANUARY 5, 1988.

DENOTES COMMON ELEMENTS

DENOTES LIMITED COMMON ELEMENT

PLAT REFERENCES:

1. "SURVEY PLAT FOR WEIMER TO KENWARD" BY SCOTT B. CROWL, NMLS NO. 12441, DATED MARCH 16, 1995, HAVING SURVEY NO. L4172.



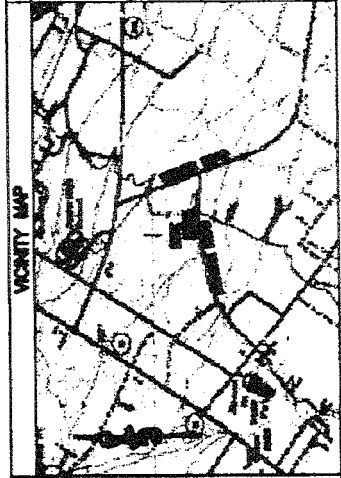
N/E MARILYN M. CHARN
 1-074-148-049-182
 BOOK 253 PAGE 384

● FIRE HYDRANT

SURVEYOR'S CERTIFICATE:
 I, LARRY L. STERLING, A REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF NEW MEXICO, AND CONTAINS ALL ITEMS REQUIRED BY SS47-7B-9 OF THE NEW MEXICO CONDOMINIUM ACT.

LARRY L. STERLING, PROFESSIONAL SURVEYOR
 NEW MEXICO REGISTRATION NO. 11010

VICINITY MAP



COUNTY INDEXING INFORMATION & TITLE BLOCK

RECORD OWNERS: HARRY T. AND KAREN M. KENWARD: BOOK M-227, PAGE 535
 LOCATION: MORGAN ROAD, WITHIN PROJECTED SECTION 28, T25N, R13E, N44PM,
 VICINITY OF TALPA, TAOS COUNTY, NEW MEXICO, BEING PORTION
 OF TRACT 1, MAP 25, COUNTY 1, HAVING SURVEY NO. 17, MAP 6,
 SURVEY 1, 1841 TAOS COUNTY REASSESSMENT SURVEY.

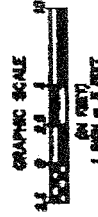


Larry L. Sterling, PFS No. 11010
 Rt. 4, Box 160-g
 Española, New Mexico 87532-9915
 Phone: (505) 755-4171

**BOUNDARY SURVEY
 & GENERAL SCHEMATIC
 FOR
 MONTE VISTA
 A CONDOMINIUM**

Date: AUGUST 2006 PAGE 1 OF 8
 Drawn By: A. ORTIZ
 Plot No. 05203

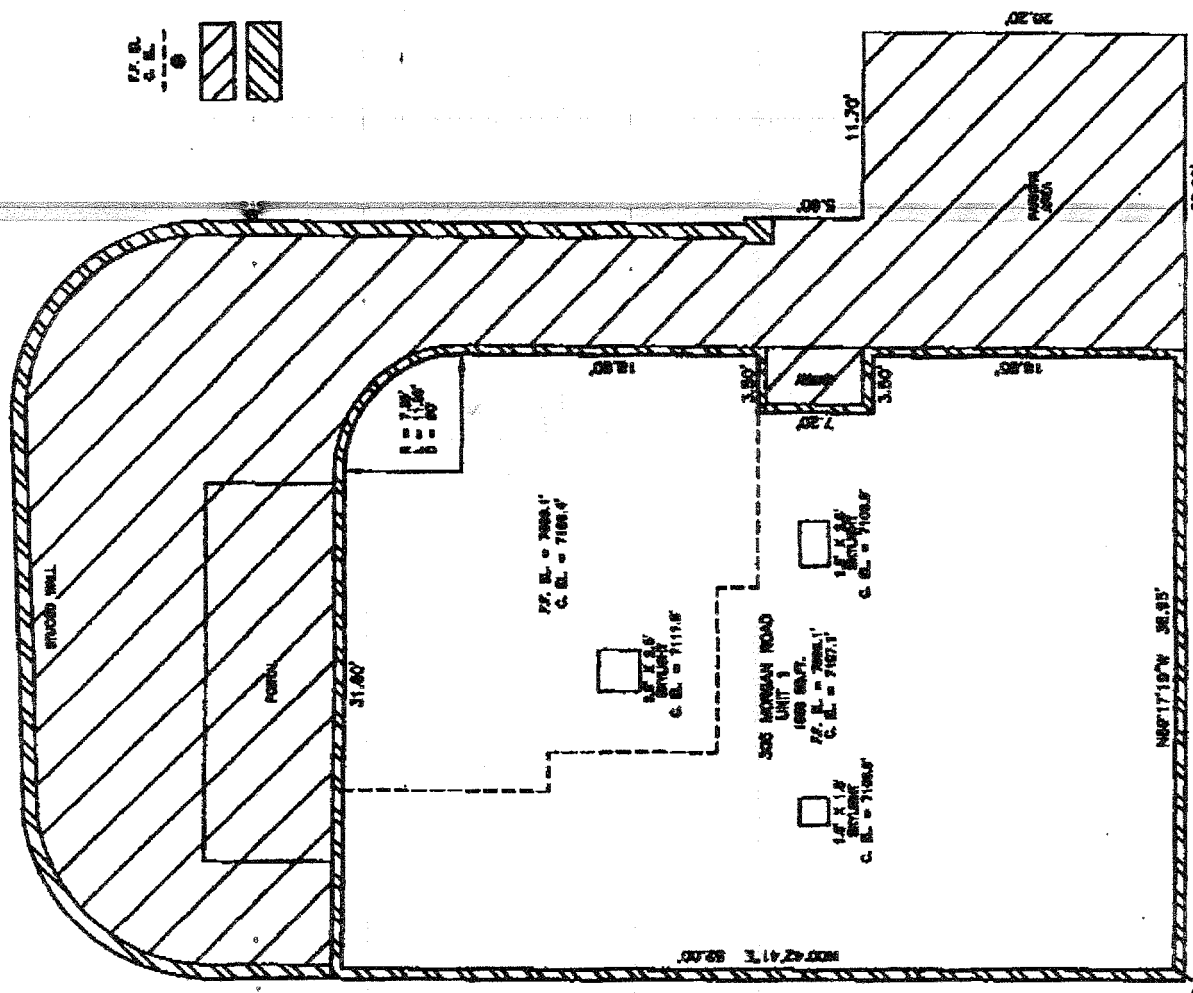
LEGEND
 DIMETER ARCH FLARE ELEVATION
 DIMETER ARCH CEILING ELEVATION
 DIMETER CHANGE IN CEILING ELEVATION
 DIMETER CHANGING 1/2" RADIUS, 1/2" DIA. NO. 8013
 DIMETER LIMITED COMMON ELEMENT
 DIMETER COMMON ELEMENT
 DIMETER COMMON ELEMENT
 DIMETER COMMON ELEMENT ARE SHOWN AND RELATIVE
 TO ONE ANOTHER.
 F = FINISH
 C = COMMON
 B = BOUNDARY



STERLING SURVEYS

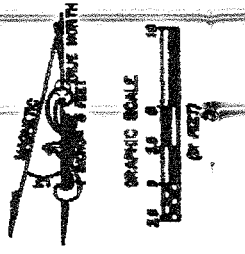
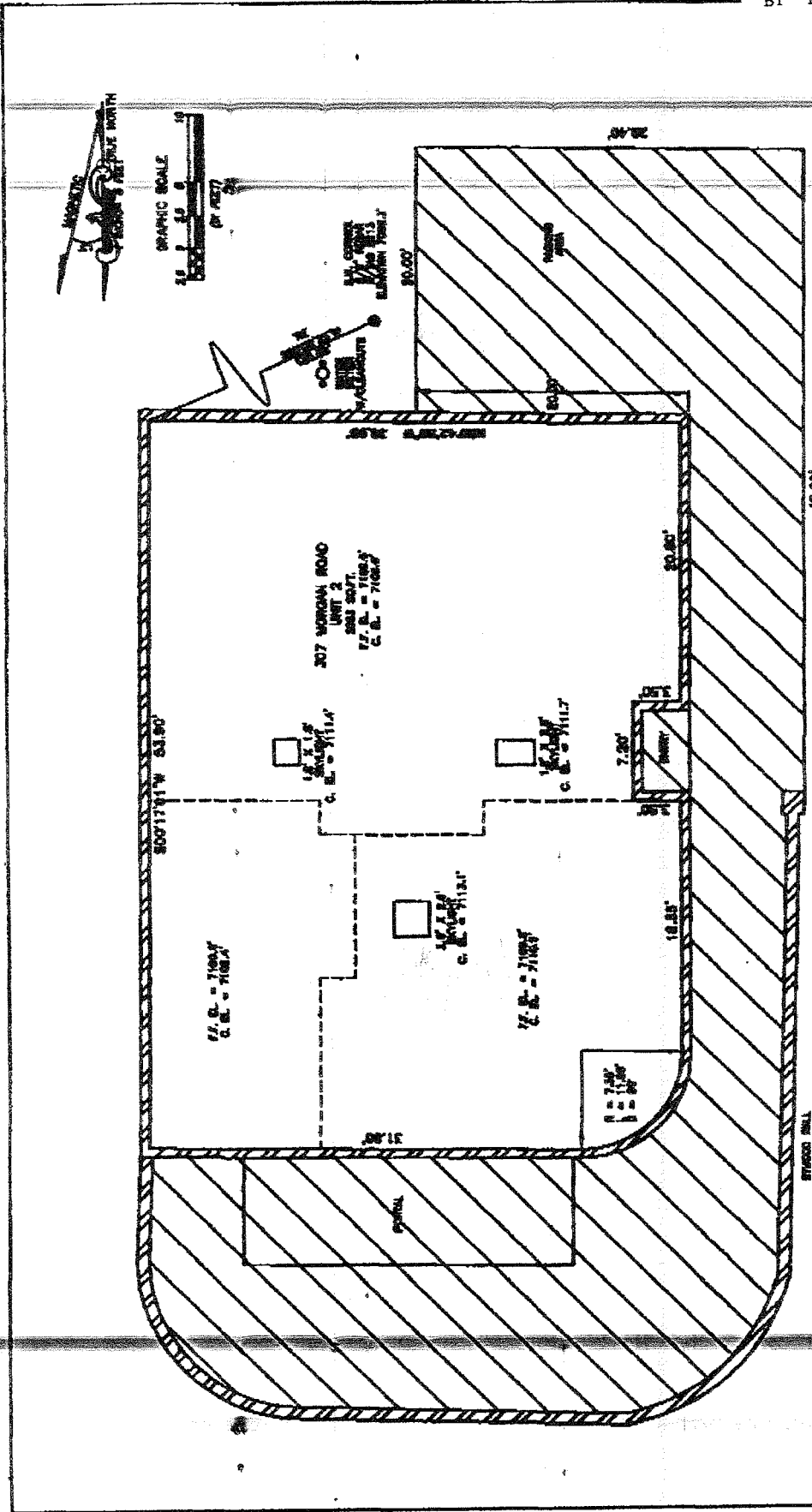
Survey No. 11610
 Date: 10/11/2006
 Project No. 2006-1

Monte Vista
 Condominium
 Unit 1



WATER METER
 6/20/04/04/04

SURVEYOR'S
 SEAL AND SIGNATURE



STERLING SURVEYS

Maple, New Mexico, Office No. 11816
 Phoenix, Arizona, Office No. 11817
 Phone (505) 761-4171

**MONTE WETA
 A CONDOMINIUM
 UNIT 2**

DATE: 10/11/2006
 DRAWN BY: R. TRULLO
 PAGE 2 OF 6

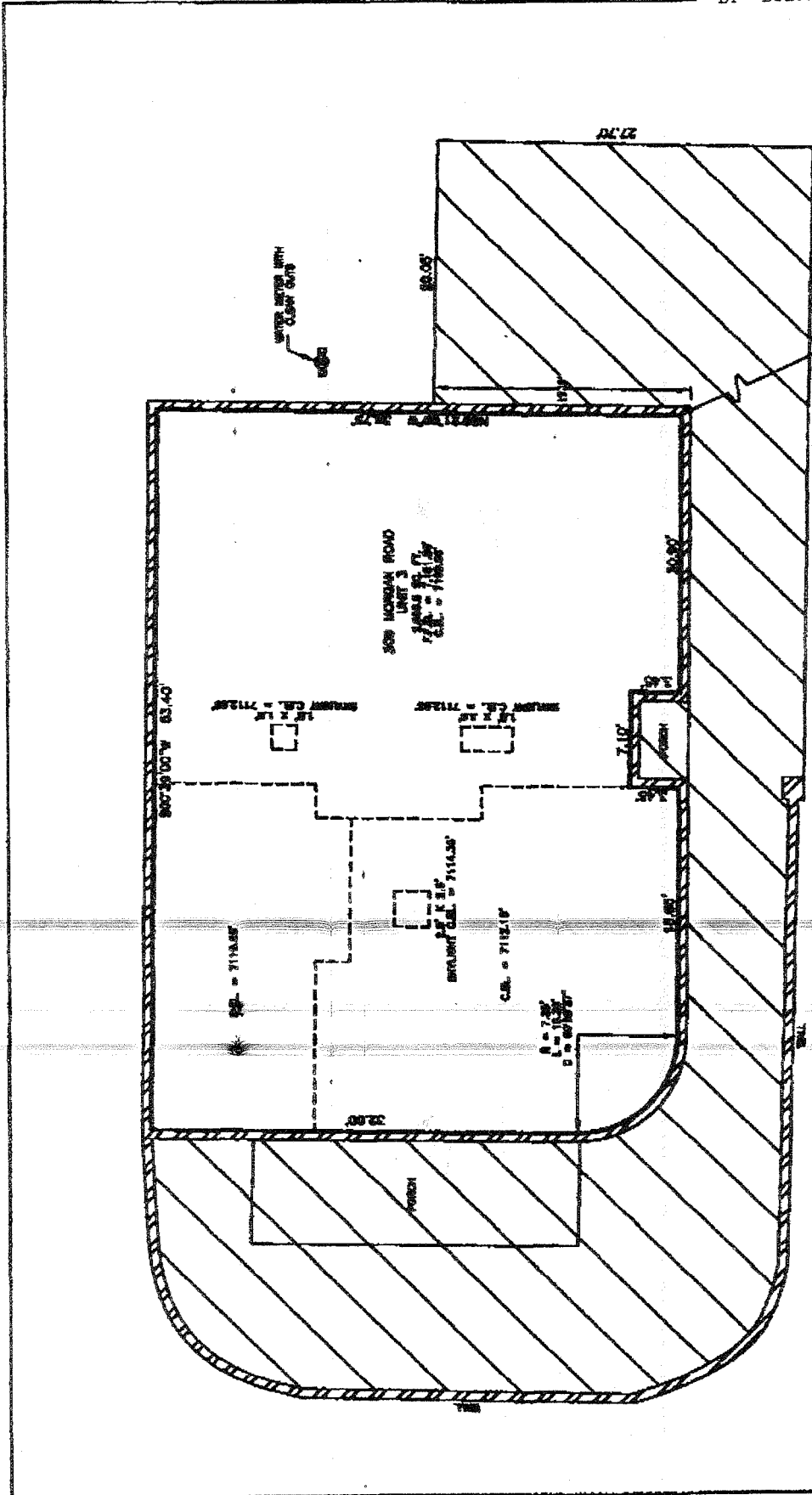
LEGEND

POUNDED PAPER FLOOR ELEVATION
 SHOWN BY DASHED LINE
 SHOWN BY SOLID LINE
 SHOWN BY DOTTED LINE
 SHOWN BY Wavy LINE

POUNDED LINES COASTER ELEMENT
 SHOWN BY SOLID LINE
 SHOWN BY DOTTED LINE

ELEVATIONS SHOWN ARE ASSUMED AND RELATIVE
 TO ONE ANCHOR.

L = LENGTH
 B = BREADTH



STERLING SURVEYS
 LARRY L. STERLING, SURV. NO. 11018
 352 S. New Mexico St., Suite 207
 Santa Fe, New Mexico 87502-9818
 Phone: (505) 763-4171

**MONTI VISTA
 A CONDOMINIUM
 UNIT 3**

DATE: FEBRUARY 2006
 SHEET NO. 4 OF 8
 SHEET NO. 761 OF 761

GRAPHIC SCALE
 1" = 20.00'
 1" = 20.00'

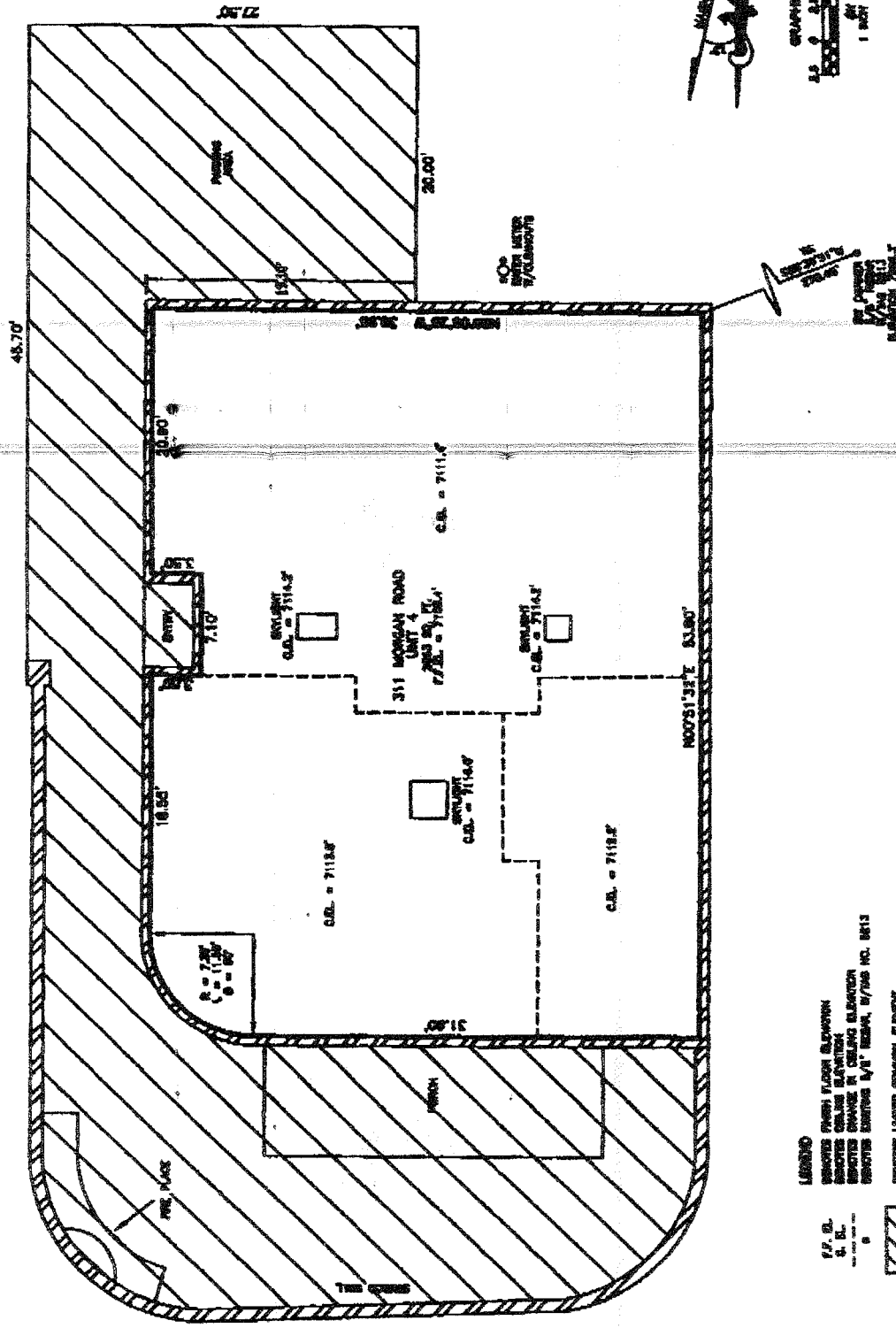
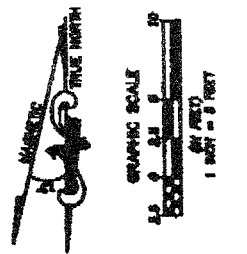
NORTH
 TRUE NORTH
 MAGNETIC NORTH

- LEGEND**
- ELEVATION FROM FLOOR ELEVATION
 - - - - ELEVATION TO CURB ELEVATION
 - - - - ELEVATION TO GRADE ELEVATION
 - - - - ELEVATION TO FINISH ELEVATION
 - - - - DENOTES LIMITED COMMON ELEMENT (L.C.E.)
 - DENOTES COMMON ELEMENT
 - ELEVATIONS SHOWN ARE ABSOLUTE AND RELATIVE TO THE METHOD.
 - 8' = 8.00' ELEVATION
 - 8' = 8.00' ELEVATION

STERLING SURVEYS
 Surveyors, P.C. No. 1010
 P.O. Box 1494
 Taos, New Mexico 87551-0149
 Phone (505) 753-1117

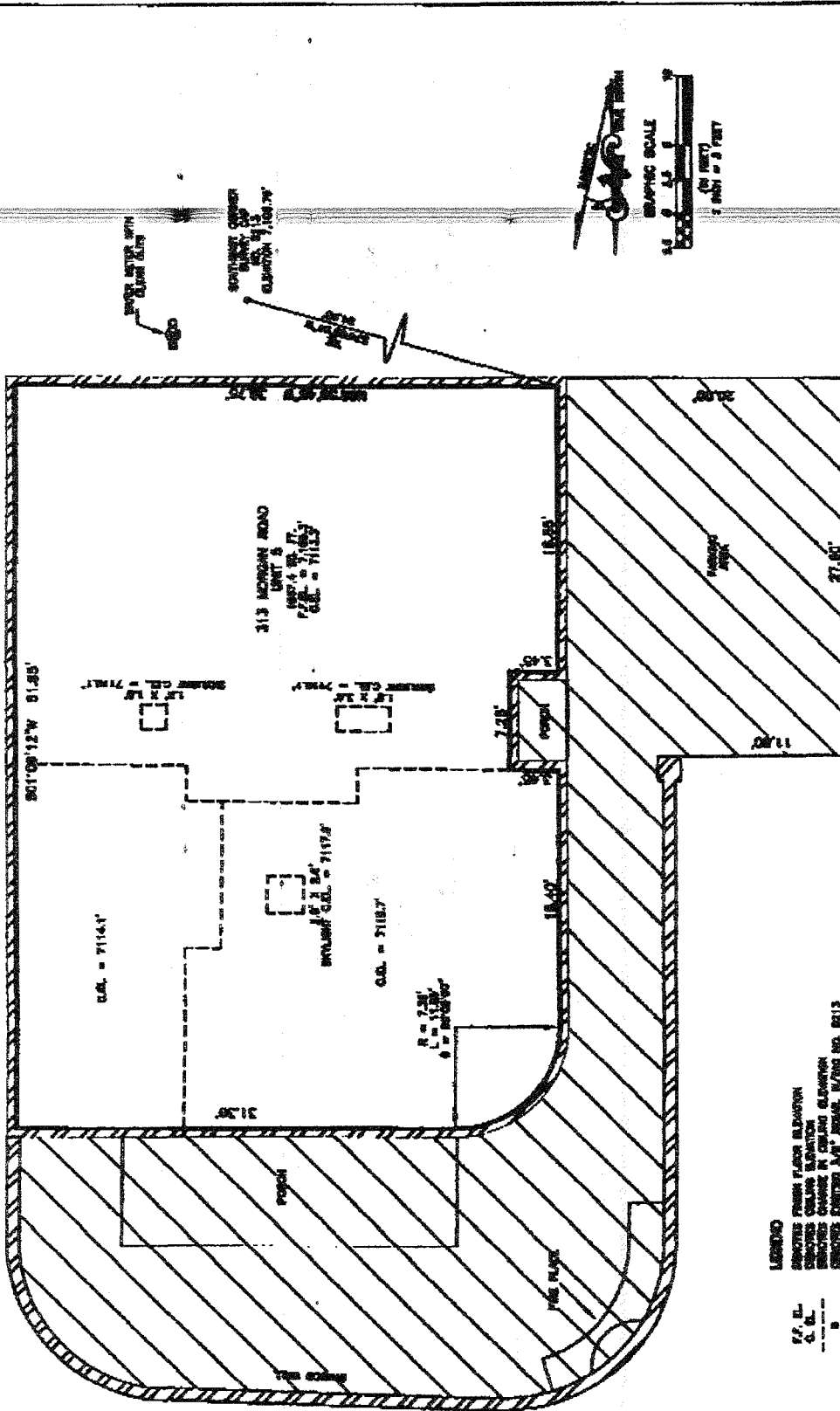
**MORTE VISTA
 A CONDOMINIUM
 UNIT 4**

Plan No. 00032-4
 Date Added 2006
 Drawn By A. ORTIZ



LEGEND
 Hatched areas: FINISH FLOOR ELEVATION
 Dotted areas: FINISH CEILING ELEVATION
 Solid lines: FINISH CEILING ELEVATION
 Dashed lines: FINISH CEILING ELEVATION
 Solid lines: FINISH CEILING ELEVATION
 Dotted areas: FINISH CEILING ELEVATION
 Solid lines: FINISH CEILING ELEVATION

NOTES:
 1. FINISH FLOOR ELEVATION
 2. FINISH CEILING ELEVATION
 3. FINISH CEILING ELEVATION
 4. FINISH CEILING ELEVATION
 5. FINISH CEILING ELEVATION



STERLING SURVEYS

1877 E. Sherman Ave. No. 19018
 P.O. Box 12824
 Albuquerque, New Mexico 87133-0818
 Phone (505) 753-6171

**MONTA VISTA
 A CONDOMINIUM
 UNIT B**

Date: AUGUST 2006 PAGE 8 OF 8
 Survey No. [] Plot No. []
 CITY & TAOS COUNTY

LEGEND

--- P.F. PL.
 --- O.D. ---
 --- B ---

SHADES FROM FLANK ELEVATION
 SHADES FROM CEILING ELEVATION
 SHADES FROM CHANGING ELEVATION
 SHADES FROM 3/4" SQUARE, 1/4" DIA. NO. 2013

SHADES LIMITED CONCRETE ELEVATION

SHADES CONCRETE ELEVATION

ELEVATIONS SHOWN ARE REDUCED AND RELATIVE TO ONE POINT.

--- P.F. PL.
 --- O.D. ---
 --- B ---

TAOS COUNTY
 ELAINE S. MONTANO, CLERK
 000324484
 Book 572 Page 764
 9 of 10
 10/11/2006 02:51:39 PM
 BY DOLORES

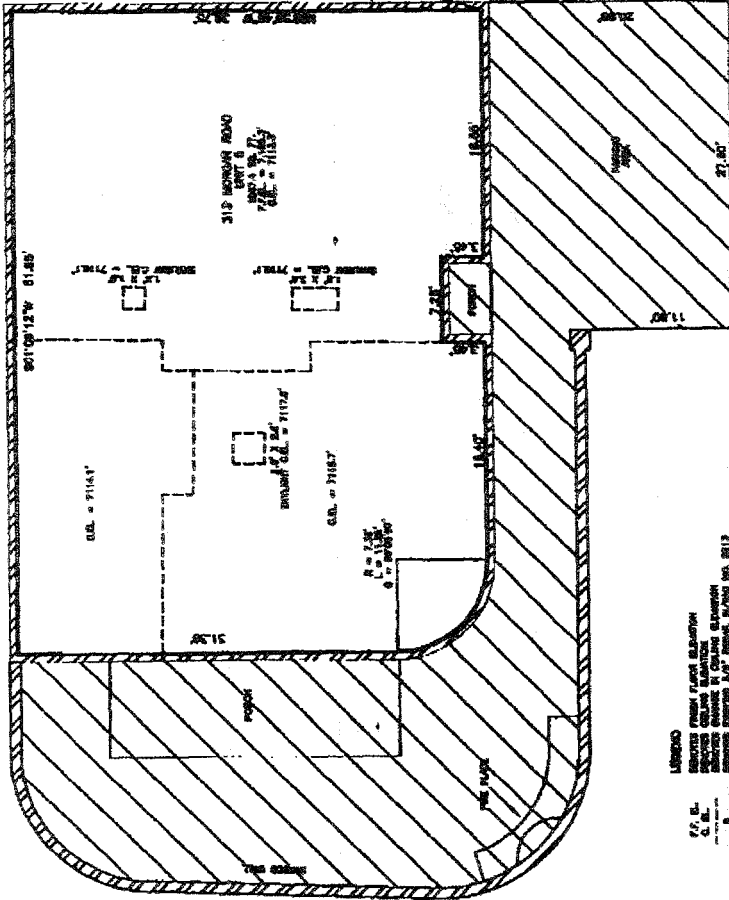


SKOTTE WITTA
 A COMMERCIAL
 UNIT 8

DATE: 10/11/2006
 DRAWN BY: DOLORES
 CHECKED BY: ELAINE S. MONTANO

STERLING
 SURVEYS

ST. 10/11/2006, 02:51:39 PM
 PROJECT: 0703-2010
 DRAWN: DOLORES



LEGEND
 --- FINISHED FLOOR ELEVATION
 --- EXISTING CONCRETE FOUNDATION
 --- EXISTING CONCRETE SLAB ON GROUND
 --- EXISTING CONCRETE CURB OR DRIVE
 --- EXISTING CONCRETE DRIVE OR WALKWAY
 --- EXISTING CONCRETE DRIVE OR WALKWAY
 --- EXISTING CONCRETE DRIVE OR WALKWAY
 --- EXISTING CONCRETE DRIVE OR WALKWAY



3

| Unit | Size (ft) | Allocated Interest |
|-------|-----------|--------------------|
| 1 | 1989 | 19.7% |
| 2 | 2063 | 20.4% |
| 3 | 2033.5 | 20.1% |
| 4 | 2063 | 20.4% |
| 5 | 1967.4 | 19.4% |
| Total | 10,115.9 | 100.00% |

EXHIBIT "C"

RECORD
SEAL

TAOS

FOURTH AMENDMENT TO
CONDOMINIUM DECLARATION
FOR
MONTE VISTA, A CONDOMINIUM

TAOS COUNTY
ANNA MARTINEZ, CLERK
000407000
Book 892 Page 204
1 of 2
10/21/2015 12:53:42 PM
BY BLANCA

THIS AMENDMENT is made to the Condominium Declaration for Monte Vista, a Condominium, dated January 11, 2006, and recorded January 12, 2006, in Book 529, Page 709, records of Taos County, New Mexico (hereinafter "Condominium Declaration") pursuant to the provisions of Section 5.2 of Article V of the Condominium Declaration following approval of all of the unit owners:

1. Section 2.4, Common Elements, is amended by adding the following sentence at the end of that section:

"The boundary walls and the roof of each building, including the roof over the portal, is a limited common element allocated exclusively to the Unit which they enclose."

2. The title of Section 2.6 is amended to read: "Maintenance Responsibilities; Insurance."

3. Section 2.6, Responsibilities; Insurance, is amended by adding the following sentence at the end of that section:

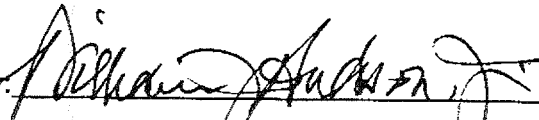
"The owner(s) of each unit shall be responsible for providing casualty insurance coverage for the unit and the limited common elements and any other portion of the common elements appurtenant to and reserved for the exclusive use of the unit owner(s). Limits of coverage shall be the estimated replacement cost of such improvements. ~~Unit owners shall provide the association with evidence of such coverage~~ as may be requested in writing by the board of directors. The condominium association shall be responsible for providing casualty insurance coverage for the remaining common elements and the improvements thereto and liability coverage as determined by the board of directors."

4. Except as modified above, the original Condominium Declaration, as amended, is hereby ratified and confirmed.

This instrument is being recorded to correct the title to the identical amendment recorded September 16, 2015, in Book 888, Page 604, Records of Taos County, New Mexico. That instrument was incorrectly titled "First Amendment to Condominium Declaration for Monte Vista, A Condominium."

IN WITNESS WHEREOF, this Amendment to the Condominium Declaration for Monte Vista, a Condominium is executed on October 21, 2015.

Monte Vista Condominium Owners'
Association, Inc.

By: 
William J. Hudson, Jr., President

STATE OF NEW MEXICO

COUNTY OF SANTA FE

TAOS COUNTY
ANNA MARTINEZ, CLERK
000407000
Book 892 Page 205
2 of 2
10/21/2015 12:53:42 PM
BY BLANCAL

The foregoing instrument was acknowledged before me on October 21, 2015, by WILLIAM J. HUDSON, JR., as President of the Monte Vista Condominium Owners' Association, Inc., on behalf of said Association.


NOTARY PUBLIC

