

**Amended Condominium Declaration
For
Angel View Condominium Units**

WHEREAS, the undersigned, hereinafter called "Declarant" is the owner of the real property described on Exhibit 1 annexed hereto, and

WHEREAS, Declarant desires to establish a condominium project under the New Mexico Building Unit Ownership Act and Amendments thereto, and

WHEREAS, the improvements (condominium units) will be owned as provided hereinafter.

NOW THEREFORE, Declarant does hereby submit and declare the Project and any expansion thereof shall at all times be owned and held in condominium ownership under the New Mexico Building Unit Ownership Act, as amended from time to time, and that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarant, its successors, and assigns, and any person or entity acquiring an interest in the real property and improvements.

ARTICLE I

DEFINITIONS

- 1.1 "Assessments" are common expenses as defined in Article 7 hereof.
- 1.2 "Association" means Angel View Condominium Association, a New Mexico corporation not for profit, its successor and assigns.
- 1.3 "Building" means the buildings constructed on the real property.
- 1.4 "Condominium Map" means the condominium map bearing the name of this condominium filed for record in the office of the County Clerk, Colfax County, New Mexico.
- 1.5 "Condominium Unit" means the unit together with the appurtenant undivided interest in and to the General Common Elements assigned to the Unit by and under this Declaration and as shown on Exhibit 2.
- 1.6 "County" means County of Colfax, New Mexico.
- 1.7 "Declarant" means Mundo Sol Corporation and Angel Fire Corporation.
- 1.8 "General Common Elements" means all of the project, except the portions thereof which are Units, and means and includes the real property and improvements which are or may be necessary or convenient to the support, existence, use, occupation, operation, maintenance, repair or safety of a building or any Unit therein, including but not limited to the following:
 - a) All foundations, columns, girders, beams and supports of a building on the real property.
 - b) The exterior walls, the main or bearing walls, the main or bearing sub-flooring and the roofs of the building(s) on the real property.

- c) All common entrances, exits, halls, corridors, stairs, and stairways.
 - d) All utility, service and maintenance rooms, space, fixtures, apparatus, installations and facilities for power, light, gas, telephone, television, hot water, cold water, heating, incineration, or similar utility service or maintenance purposes, provided they do not exist solely to serve a Unit in which they may be located, including furnaces, tanks, pumps, motors, fans, compressors, vents, duct, flues, wires, pipes, conduits and other fixtures, apparatus, installations and facilities.
 - e) All rooms or premises for lodging or housing of managers, custodians or persons in charge of or employed to handle, operate and maintain the project.
 - f) Parking lots, sidewalks and undedicated access roads.
 - g) All improvements other than the Units, as defined, are a part of the General Common Elements, except as is otherwise provided in the Declaration.
- 1.9 "Limited Common Elements" means those parts of the General Common Elements which are either limited to and reserved for the exclusive use of an Owner of a condominium Unit or are limited to and reserved for the common use of more than one but fewer than all of the Condominium Unit Owners.
- 1.10 "Mortgagee" means any person or entity who is a mortgagee under a mortgage or beneficiary under a deed of trust or similar security instrument encumbering a Condominium Unit. "First Mortgagee" means the mortgagee or beneficiary under a deed of trust which is the first and more senior of all mortgages and deeds of trust encumbering a Condominium Unit.
- 1.11 "Owner" means a person, firm, corporations, partnerships, associations or other legal entity, or any combination thereof, who is the Owner of a Condominium Unit.
- 1.12 "Project" means the real property and all improvements now on or hereafter constructed on the property.
- 1.13 "Real Property" means the real property located in the County of Colfax, New Mexico, described in Exhibits 1 and 1A annexed hereto.
- 1.14 "Unit" means one individual air space which is contained within the perimeter walls, flows, ceilings, windows and doors of each unit as depicted on the Condominium Floor Plan attached hereto as Exhibit 3, together with all fixtures and improvements therein contained, but not including any of the structural components of the building, if any, located within the Unit.
- 1.15 "Common Expenses" included: (1) all sums lawfully assessed against the Unit Owners by the Association of the Unit Owners; (2) expenses of administration, maintenance, repair or replacement of the common areas and facilities; and (3) expenses declared common expenses.
- 1.16 "Multiple Owner" means an Owner who in conjunction with all other Owners owns an undivided interest as a tenant in common in and to a Condominium Unit and Common Furnishings, such Ownership being designated by a Unit Number followed by a dash and a number, followed by the words "Subject to a Tenancy in Common Agreement".
- 1.17 "Common Furnishings" means the personal property in a Unit, including the furniture tableware, cooking utensils, appliances, decorative items and beddings, at the time of the acquisition of an interest in a Unit by a Multiple Owner and as thereafter substituted or augments from time to time.
- 1.18 "Initial Units" means the six units constructed on the real property described on Exhibit 1 and shown on the floor plan (Exhibit 3).

ARTICLE 2

CONDOMINIUM UNITS

2.1 Division into Condominium Units. Subject to the provision for expansion contained herein, the improvements are divided into separate fee simple condominium estates (Condominium Units), each is set forth in Exhibit 2. Each such estate shall consist of the separately designated Unit and the appurtenant undivided interest in and to the General Common Elements as set forth in Exhibit 2. Certain Units may have Multiple Owners and the interest of each Multiple Owner in a Condominium Unit shall be set forth on Exhibit 2.

2.2 Physical Description of Condominium Units. The six (6) initial units are two story and shall be devoted to residential purposes only. Construction of the building shall be frame with wood interior. Interior ceilings shall be of dry-wall construction or plaster and the floors shall be of vinyl or carpet laid over plywood decking or concrete. All apartments shall be supplied with gas and/or electricity, water and plumbing connections. Each apartment shall be heated by an individual heating system.

2.3. Limited Common Elements. A portion of the General Common Elements is reserved for the exclusive use of the individual Owners of the respective Units, and such areas are referred to as "Limited Common Elements". The Limited Common elements so reserved shall be identified on the Floor Plan attached hereto as Exhibit 3; provided, however, that court, patio, balcony, or deck which is accessible from, associated with and which adjoins a Unit and any other Limited Common elements shall without further reference thereto, be used in connections with such Unit to the exclusion of the use of the Condominium Units in this condominium project shall have a non-exclusive right in common with all of the other Owners to the use of sidewalks, pathways and driveways located within the entire condominium project. No reference thereto, whether such Limited Common Elements are exclusive or non-exclusive need be made in any lease, assignment of lease, sublease, deed, deed of trust, mortgage or other instrument.

2.4 Legal Description of a Condominium Unit,

2.4.1 A contract for the sale of a Unit to an Owner other than a Multiple Owner written before the filing for record of the Floor Plan and Declaration may describe a Condominium Unit by its identifying Unit number followed by the name of this Condominium with further reference to the plat and Declaration to be filed for record.

2.4.2 A contract for the sale of a Unit to a Multiple Owner written before the filing for record of the Floor Plan and Declaration may describe a Condominium Unit by its identifying Unit number followed by a dash and a number and the name of the condominium project and with reference to the plat and Declaration to be filed for record and followed by the words "Subject to a Tenancy in Common Agreement."

2.4.3 After recording the Declaration and the Floor Plan, every contract, deed, or any other legal instrument may describe the Condominium Unit according to the following description:

(a) In the case of an Owner other than a multiple Owner:

Description

Condominium Unit _____, according to the Floor Plan filed for record in _____ and Condominium Declaration for Angel View Condominium Units, recorded in Book _____, Page _____, records of Colfax County, New Mexico, which Plan and Declaration are incorporated herein by reference, together with _____ percentage undivided interest in the common area and facilities, which Unit shall be used for residential purposes only and subject to other restrictive covenant set forth in the Declaration and to the provisions for expansion and reallocation of the percentage of individual interest set forth in the Declaration.

(b) In the case of a Multiple Owner:

Description

Condominium Unit ____ - ____, according to the Floor Plan filed for record in _____. And Condominium Declaration for Angel View Condominium Units, recorded in Book _____, Page _____, records of Colfax County, New Mexico, which Plan and Declaration are incorporated herein by reference, together with ____ Percentage undivided interest in the common area and facilities, which Unit shall be used for residential purposes only and subject to other restrictive covenants set forth in the Declaration –subject to a Tenancy in Common Agreement and subject further to the provision for expansion and reallocations for the percentage of undivided interest set forth in the Declaration.

Parking space (s), if any are specifically appurtenant to the Condominium Unit, shall be added to the description. In each instance, the identifying Unit designation (and parking space, if any) and the recording date of the Declaration shall be inserted or added as is appropriate.

2.4.4 In the case of an Owner, such description shall include and describe the entire Condominium Unit, and in the case of Multiple Owners, such description shall include and describe an undivided interest in the entire Condominium Unit, including the appurtenant undivided interest in the General Common Elements, a non-exclusive easement for ingress and egress to and from an Owner's Unit, and all of the other rights, easements, obligations, limitations, covenants and restrictions as provided in this Declaration.

2.4.5 A Condominium Unit may be held and owned in any real property tenancy relationship recognized by the laws of New Mexico.

2.5 Inseparability of a Condominium Unit.

- (a) Each Unit, the appurtenant undivided interest in the General Common Elements shall together comprise one Condominium Unit, shall be inseparable and may be conveyed, leased, devised or encumbered only as a Condominium Unit.
- (b) A designated Condominium Unit identified by a number followed by a dash and a number, and its undivided interest in the General Common Elements shall together comprise an interest as a Multiple Owner in a Condominium Unit, shall be inseparable and may be conveyed, leased, devised or encumbered only as such an undivided interest.

2.6. Non-Partitionability of General Common Elements. The General Common Elements shall be common and shall remain undivided, and no right of action for partition or division of the General Common Elements shall or does exist.

2.7 Easements for Encroachments. If any part of the General Common Elements encroaches or shall hereafter encroach upon a Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the General Common Elements, or upon another Unit, the Owner of that Unit shall and does have an easement for such encroachment and for the maintenance of the same. Such Encroachments shall not be considered to be encumbrances either on the General Common Elements or a Unit. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of a building, by error in the Condominium Floor Plan, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the project or any part thereof.

2.8 Separate Taxation of Condominium Units. All taxes, assessments and other charges of the State of New Mexico or of any political subdivision or of any special improvement district or of any other taxing or assessing authority shall be assessed against and collected on each Condominium Unit separately and not on a building or the project as a whole, and each Condominium Unit shall be carried on the tax records as a separate and distinct parcel. For the purpose of valuation for assessment, the proportion to the fractional or percentage undivided interest in the General Common Elements, including the real property appurtenant to and part of such Condominium Units. The lien for taxes assessed to any Condominium Unit shall be confined to that Condominium Unit. No forfeiture or sale of and Condominium Unit for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Condominium Unit.

ARTICLE 3

EXPANSION OF CONDOMINIUM PROJECT

3.1.1 Subject to the limitations and requirements set forth, the Declarant shall have the absolute right, but not the obligation, to be exercised prior to four years from the date of recording of this Declaration, to annex to the land and improvements described on Exhibit 1 attached hereto, and thereby to submit to each and every of the provisions of the New Mexico Building Unit Ownership Act, all or any portion of the land described on Exhibit 1A, together with the improvements heretofore and hereafter constructed

on such land. Any such expansion or annexation shall be accomplished by the recording in the records of Colfax County, New Mexico, of an amendment to this Declaration, and the filing of plat and floor plans of the annexed improvements area.

3.1.2 On the recordation of an amendment to this Declaration and to the plat and floor plans made for the purpose of annexing the land and improvements described on Exhibit 1 attached hereto all or a portion of the land described on Exhibit 1A attached hereto together with the improvement heretofore or hereafter constructed thereon, each Unit Owner, by operation of law, shall have an undivided percentage interest in the common elements, common expenses and common profits, and the percentage interests and voting rights set forth elsewhere in this Declaration shall be reallocated and apportioned to each Unit. Any deed for any Condominium Unit in the Condominium shall be based upon the Unit itself as a percentage of all the Units in the property and shall be delivered subject to a conditional limitation that the percentage interest appurtenant to the Condominium Units shall be automatically reallocated pro tanto on the recordation of such amendments ... reference shall mean and rear to Exhibit 1 as the same may be amended pursuant to the operation of this article and to the exercise of the rights herein reserved to the Declarant.

3.1.3 Wherever in this Declaration or in any of the Exhibits hereto reference is made to Exhibit 1, then such reference shall mean and refer to Exhibit 1 as the same may be amended pursuant to the operation of this article and to the exercise of the rights herein reserved to the Declarant.

3.1.4 There is hereby reserved to the Declarant an irrevocable power of attorney, coupled with an interest, for the purpose of reallocating the percentage interest and voting rights appurtenant to each of the Units in the Condominium in accordance with the provisions of this Declaration and to execute, acknowledge and deliver such further instruments as may from time to time be required in order to accomplish the purpose of this article. Each Owner and each mortgagee of a Condominium, by acceptance of the deed thereto or a mortgage thereon, shall be deemed to have acquiesced in the purpose of adding additional Condominium Units and the common elements of the Condominium in the manner set forth in this article, and shall be deemed to have granted unto the said Declarant an irrevocable power of attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such amendments; and each Unit Owner and mortgagee shall be deemed to have agreed and covenanted to execute any further instruments, if any, as may be required by the Declarant, its successors or assigns, to properly accomplish such amendments.

3.1.5 The Declarant may, at any time prior to the expiration of the period referred to in Article 1 above, terminate its option to expand by recording in the miscellaneous records of Colfax County, New Mexico, a notice of Termination.

3.1.6 The Declarant may add portions of the additional land to the project and may do so at different times. Any portion added shall be contiguous to the property already subject to the Declaration.

3.1.7 The location of Units presently constructed and the approximate locations of the improvements to be constructed on the land described on Exhibit 1 as amended are as shown on the floor plan and plat attached hereto as Exhibits 3 and 4 respectively. No more than twenty-six units may be constructed on the additional land, provided, however, that the Declarant reserves the right to vary the location, design and size of the additional units depending upon market demand, and provided further that the improvements and additional units will be built in substantially the same architectural style and with the same amenities as the initial units. Any such improvements shall be the same or similar quality if construction and material as the initial units.

3.1.8 The Declarant reserves the right to create Limited Common Elements and facilitates or designate common areas and facilities as limited for the purpose of assigning parking area for exclusive use of a Unit Owner.

ARTICLE 4

RIGHTS, EASEMENTS AND OBLIGATIONS

4.1 Owner's Rights in General Common Elements. Subject to the other provisions of the Declaration, each Owner and Multiple Owner shall have a non-exclusive right to use and enjoy the General Common Elements, consistent with the rights of use and enjoyment of other Owners.

4.2 Owner's Rights in Limited Common Elements. Subject to the other provisions of the Declaration, each Owner and Multiple Owner shall have an exclusive right to use and enjoy the Limited Common Elements designated herein or on the Floor Plan as appurtenant to the Condominium Unit owned by such owner.

4.3 Owner's Right's in Unit. Subject to the other provisions of this Declaration, each Owner shall have full and complete dominion of his Unit, and each Owner shall have the exclusive right to use and enjoy the same. The rights in a Unit owned by Multiple Owners shall be set forth in the Tenancy in Common Agreement.

4.4 Owner's Maintenance Responsibility for His Unit.

4.4.1 For maintenance purposes, an Owner, other than a Multiple Owner, shall be obligated to keep in good repair and condition the non-supporting walls within his Unit, the materials such as, but not limited to, plaster, gypsum dry-wall, paneling, wallpaper, paint, wall and floor tile and flooring, but not including the sub-flooring, which make up the finished surfaces of the perimeter and interior walls, ceilings and surfaces of the perimeter and interior walls, ceilings and floors within the Unit, including Unit doors and windows. The lines, pipes, wires, conduits or systems (herein referred to as utilities) running through his Unit which serve one or more other Units are General Common Elements. Such utilities shall not be disturbed or relocated by an Owner without the written consent and approval of the Declarant and the board of Directors of the Association. An Owner's right to repair, alter, and remodel

the interior of his Unit shall be coupled with the obligation to replace any finishing or other materials removed with similar or other types of kinds of materials of at least the same quality.

4.4.2 An Owner other than a Multiple Owner shall maintain and keep in repair the interior of his own Unit, including the fixtures thereof. All fixtures and equipment installed within the Unit commencing at a point where the utilities enter the Unit shall be maintained and kept in good repair and condition by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of the Unit or the building in which it is located or impair any easement or hereditament. An Owner shall always keep the Limited Common Elements appurtenant to his Unit in a clean and sanitary condition.

4.4.3 All expenses for maintenance, repair, alteration or remodeling of a Unit as herein above set forth in this Article IV, shall be paid by the Owner of a Unit. Any such expense incurred with respect to Limited Common Elements whose use is shared by other Units shall be paid equally by the Owner's of such Units.

4.4.4 A Multiple Owner shall make no improvements, decorations or repairs to his Unit or to the Common furnishings or contract so to do, or subject the Unit or Common Furnishings to any liens, for any such improvements, decorations or repairs.

4.4.5 If any portion of a Unit owned by Multiple Owners requires any maintenance, repair or replacements, then such maintenance, repair or replacement shall be accomplished by the Board of Directors of the Association or its designated Managing Agent and the cost thereof shall be borne by the Multiple Owners of such Unit in the same proportions as their Ownership interest in such Units as set forth in Exhibit 2.

4.4.6 In the event of any damage, destruction, or obsolescence to the Common Furnishings or the need to repair or replace them, the Board of Directors, or its designated agent, shall forthwith cause the Common Furnishing to be repaired or replaces, applying any insurance proceeds toward the cost thereof. If the cost of such repair or replacement exceeds the amount of the insurance proceeds, the Association shall assess each Multiple Owner his proportionate share of the additional amount as a Unit common expense, as set forth in Exhibit 2; provided however, if the damage or destruction is caused by the intentional or negligent act or omission of any multiple Owner, his family, guests, invitees or lessees, the cost of such repair or replacement shall be borne solely by such Multiple Owner and the Association shall assess such amount to such Multiple Owner.

4.5 Association Rights. The Association shall have a non-exclusive right and easement to make such use of General Common Elements, Limited Common elements and Units as may be necessary or appropriate for the performance of the duties and functions which it is obligated or permitted to perform under the Declaration. In performing its duties to collect assessments, the Association shall have the right to enter an individual unit that is delinquent in the payment of its assessments for the purpose of disconnecting any/all utilities provided by the assessments.

4.6 Easement for Access, Support and Utilities. Each Owner or Multiple Owner shall have a non-exclusive easement for access between his Unit and public roads and streets, over halls, corridors, stairs, walks, if any, and exterior access and other easements which are part of the General Common Elements. Each Owner or Multiple Owner shall have a non-exclusive easement in and over General Common Elements, including those that are within the Unit of another Owner, or multiple Owner, for horizontal and lateral support of the Unit which is part of his condominium Unit for utility service to that Unit, including water, sewer, gas, electricity, telephone and television service.

4.7 Easements in Units for Repair, Maintenance and Emergencies.

4.7.1 Some of the General Common Elements may be located within a Unit or may be conveniently accessible only through a Unit. The Association and each Owner and Multiple Owner shall have an easement, which may be exercised for any owner or Multiple Owner by the Association as his agent, for access through each Unit and to all General Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the General Common elements located therein or accessible therefrom; provided, however, that such easement and right of access shall be immediate for making emergency repairs therein necessary to prevent damage to the General common Elements or to another Unit.

4.7.2 Any damage to the interior or any part of a Unit resulting from the maintenance, repair, emergency repair or replacement of any of the General Common Elements or as a result of emergency repairs within another Unit shall be a common expense of all of the Owners and Multiple Owners; provided, however, that if such damage is caused by negligent or tortuous act of a Unit Owner or Multiple Owner, members of his family, his agent, employees, invitee, licensee or tenant, then such Unit Owner or multiple Owner shall be responsible and liable for all of such damage. All damaged improvements shall be restored substantially to the same condition in which they existed prior to the damage. All maintenance, repairs and replacements of the General Common elements whether located inside or outside of Units (unless necessitated by the negligence, misuse or tortuous act of a Unit Owner, in which case such expense shall be charged to such Unit Owner), shall be the common expense of all of the Owners and Multiple Owners.

7.8 Partition of a Condominium Unit Prohibited. No Owner or Multiple Owner shall partition or subdivide any condominium Unit, the General Common elements or the Limited common Elements. This provision is not intended, however, to prohibit joint or common ownership by two or more persons or prohibit joint or common ownership by two or more persons or entities of a Condominium Unit, nor to prohibit or restrict the use of the Unit by Multiple Owners in accordance with a Tenancy in Common Agreement.

4.9 Easements Deemed Appurtenant. The easements and rights herein created shall be appurtenant to the condominium Unit and any transfer, assignment, lease, mortgage or deed of trust and other instruments affecting the title to a Condominium Unit shall be deemed to grant and reserve the easements and rights

as are provided for herein, even though no specific reference to such easements appears in any such instrument.

ARTICLE 5

THE ASSOCIATION

5.1 General Purposes and Powers. Angel View Condominium Association has been formed and incorporated as a New Mexico corporation not-for-profit to be and constitute the Association to which reference is made in this Declaration, to perform functions and hold and manage the General Common Elements as provided in this Declaration and to further the interests of Owners and Multiple Owners of Condominium Units in the project. It shall have all powers necessary or desirable to effectuate such purposes.

5.2 Regular Membership. There shall be one membership in the Association for each Condominium Unit, which membership shall be appurtenant to each condominium Unit. The Owner of a Condominium Unit shall automatically be the Owner of the membership appurtenant to that Condominium Unit, and title to and Ownership of the membership for that condominium Unit shall automatically pass with each transfer of a Condominium Unit. Each Owner of a condominium Unit shall automatically be entitled to the benefits of and subject to the burdens relating to the membership for his Condominium Unit. If the interest in a condominium Unit is held by Multiple Owners, the membership appurtenant to that Condominium Unit shall be shared by all such persons or entities in the same proportionate interest and by the same type of ownership as the interest to the Condominium Unit is held.

5.3 Board of Directors. The affairs of the Association shall be managed by the Board of Directors which may be resolution delegate any portion of its authority to an executive committee, or to an executive manager or director for the Association. Members of the Board of Directors shall be elected annually by Owners and Multiple Owners. There shall be up to five members of the Board of Directors, who shall serve 3 year terms as defined in the By-laws, all of whom shall be Owners or Multiple Owners of Condominium Units elected by Owners and Multiple Owner of Condominium Units.

Notwithstanding anything to the contrary provided herein, until eighty-five percent (85%) of the total number of Condominium Units in this project as projected in Exhibit 4 have been sold by the Declarant, or until the expiration of the time period for expansion expressed in Article 3.1, which ever first occurs, the members of the Board of Directors shall be appointed by Declarant and need not be Owners of Condominium Units.

In addition, should the Association contract at any time with any person or entity to manage the Condominium Units, that person, or the designated agent of the entity, as the case may be, shall be an ex officio member of the Board during the term of such contract.

5.4 Voting of Owners. Each Owner and Multiple Owner shall be entitled to cast votes based on the appurtenant percentage undivided interest in the General Common Elements assigned to his Unit. Voting by proxy or other electronic means shall be permitted.

5.5 Notices. Except as a greater period is specified in this Declaration, each Owner and Multiple Owner shall be entitled to at least fifteen (15) days notice of any meeting at which such Owner or Multiple Owner has the right to vote. Notices of meetings shall be in writing and shall state the date, time and place of the meeting and shall indicate each matter to be voted on at the meeting which is known to the Association at the time notice of the meeting is given. Any notice shall be deemed given and any information or material shall be deemed furnished or delivered to a party at the time a copy thereof is deposited in the mail or at a telegraph office, postage or charges prepaid, addressed to the party. Any notice, information or material shall be deemed properly addressed to an Owner or Multiple Owner if it is addressed to the name and address shown on the Association's registered address form to be completed by such Owner or Multiple Owner and furnished to the Association or, if the name and address is not so furnished, if it is addressed "To the Owner" at the address of the Condominium Unit such Owner or Multiple Owner.

5.6 Record Date. The Board of Directors of the Association shall have the power to fix in advance a date as a record date for the purpose of determining Owners entitled to notice of or to vote an any meeting or to be furnished with any budget or other information or material, or in order to make a determination of Owners for any purpose. The Owners or Multiple Owners existing on any such record date shall be deemed the Owners for such notice, vote, meeting, furnishing of information or material or other purpose and for any supplementary notice, or information or material with respect to the same matter and for any adjournment of the same meeting. A record date shall not be more than fifty (50) days prior to the date on which the particular action requiring determination of Owners is proposed or expected to be taken or to occur. If no record date is established for a meeting, the date on which the notice of such meeting is first given to any Owner shall be deemed the record date for the meeting.

5.7 Quorums. Fifty-one percent (51%) of the votes entitled to vote on any matter present, in person or by proxy or electronic means, at a meeting to consider a matter, or actually voting on the matter shall constitute a quorum for consideration for that matter. If a quorum is established for consideration of that matter, except as a greater percentage of votes is required under a specific provision of this Declaration, a majority of the votes cast on the matter or, in the case of elections in which there are more than two candidates, a plurality of votes case, shall decide the matter.

5.8 Articles of Incorporation and By-Laws. The purposes and powers of the Association and the rights and obligations with respect to Owners or memberships set forth in this Declaration may and shall be amplified by the provisions of the Articles of Incorporation and By-Laws of the Association, including any reasonable provisions with respect to corporate matters, but no such provisions shall be, at any time, inconsistent with any provision of this Declaration. By-Laws of the Association are attached hereto as Exhibit 5 and incorporated herein by reference.

ARTICLE 6

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AND PROHIBITION

6.1 Association as Attorney-in-Fact for Owners. The Association is hereby irrevocably appointed attorney-in-fact for the Owners and Multiple Owners of all condominium Units and each of them manage, control and deal with the interest of such owner or Multiple Owner so as to permit the Association to fulfill all of its duties and obligations hereunder and to exercise all of its rights hereunder, to deal with the project upon its destruction as hereinafter provided, and to deal with and handle insurance and insurance proceeds as hereinafter provided. The Acceptance by any person or entity of any interest in any condominium Unit shall constitute an appointment of the Association as an attorney-in-fact as provided above.

6.2 General Common Element Maintenance. The Association shall provide for the care, operation, management, maintenance, repair and replacement of the General Common Elements. Without limiting the generality of the foregoing, said obligations shall include the keeping of such General Common Elements in good, clean, attractive and sanitary condition, order and repair; removing snow and any other materials from such General Common Elements which might impair access to the project or to the Unit; keeping the project safe, attractive and desirable; and making necessary or desirable alterations, additions, betterments or improvements to or on the General Common Elements.

6.3 Other Association Functions. The Association may undertake any activity, functions or service for the benefit or to further the interests of all, some or any Owners of Condominium Units on a self-supporting, special assessment or common assessment basis. Such activities, functions or services may include the providing on its own or to contract with the third persons for police or similar security services, garbage and trash collection services, maid, and cleaning service for individual Condominium Units, check-in, mail and telephone answering service, and gas and electrical service, water, sewage disposal and other common services.

6.4 Labor and Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Associations may obtain and pay for legal and account services necessary or desirable in connection with the operation of the project or the enforcement of this Declaration.

6.5 Association Right to Acquire Property. The Association may acquire and hold, for use and benefit of the Owner and Multiple Owners, real, tangible and intangible personal property and may dispose of the same by sale or otherwise. Subject to the rules and regulations of the Association, each Owner and multiple Owner and their guests may use such property. Upon a terminations of condominium ownership of the project and dissolution of the Association, the beneficial interest in any such property

shall be deemed to be owned by interests in the General Common Elements. An assignment of a Condominium shall transfer to the assignee ownership of the assignor's beneficial interest in such property without the necessity of any specific reference thereto. The transfer of a Condominium Unit under foreclosure shall entitle the purchaser to the beneficial interest in such property.

Specifically included herein is the right to obtain necessary easements for the construction, maintenance and operation by the Association of a water or other utility system.

6.6 Prohibition Against Sale, Lease or Rental by Association. The Association shall have no right or authority to and its prohibited from engaging in, the sale, lease or rental of a condominium Unit or any part thereof; provided, however, that this prohibition shall not affect the right and duty of the Association to enforce its right to a lien for the non-payment of an Association assessment against a condominium Unit and the right to sell, lease or dispose of such Condominium Unit as provided in this Declaration.

6.7 Rules and Regulations. The Association may make and enforce reasonable and uniformly applied rules and regulations governing the use of Units and of the General Common Elements. Such rules and regulations may without limitation: (I) regulate use of the General and Limited Common Elements to assure equitable use and enjoyment by all persons entitled thereto; (ii) require that draperies, shades or other window coverings shall present a uniform and attractive appearance from the parking areas (spaces) or storage areas or other facilities within the General Common Elements for exclusive use by Owners of particular Condominium Units.

The Association may suspend any Owner or Multiple Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owner or Multiple Owner under this Declaration. The Association may also take judicial action against any such Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for noncompliance, all to the extent permitted by law.

6.8 Implied Rights. The Association shall have and may exercise any right or privilege given to it expressly by this Declaration, or reasonably to be implied from the provisions of this Declaration, or given or implied by law, or which may be necessary or desirable to fulfill its duties, obligations, rights or privileges.

6.9 Rights of Mortgagee. Nothing contained in this Article 6 shall preclude or in any manner limit the right of a mortgagee of a Condominium Unit from making the repairs or improvements in accordance with the applicable provisions of the Condominium Declaration or its mortgage.

ARTICLE 7

ASSESSMENTS

7.1 Regular Assessments. Each Owner and Multiple Owner shall be obligated to pay and shall pay to the Association amounts assessed to the Condominium Unit of such Owner, which amounts are herein called assessments. The apportionment of assessments shall be made as provided in Article 7.3.

7.2 Special Assessments for Capital Improvements. In addition to the regular assessments, the Association may levy special assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of the project or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration.

7.3 Apportionment of Assessments. Assessments shall be apportioned according to the appurtenant percentage undivided interest in the General Common Elements assigned to a Unit as set forth on Exhibit 2. If ownership of a condominium Unit, title to which is derived from Declarant, commences on a day other than the first day of an assessment, the Declarant may pay the assessment until the commencement of the next following assessment period.

7.4 Determination of Budgets and Assessments. The total amount required to be raised by assessments shall be determined for each fiscal year of the Association by the Board of Directors of the Association. To determine the total amount required to be raised, the Board of Directors shall prepare an annual budget for the calendar year following, in reasonable detail, the various matters proposed to be covered by the budget, the estimated costs and expenses which will be payable, any estimated income and other funds which will be received, and the estimated total amount required to be raised by assessments to cover costs and expenses and to provide a reasonable reserve. The Board of Directors shall furnish a copy of the budget to any Owner of Multiple Owner upon request.

The total amount required to be raised by assessments for any calendar year shall be that amount necessary to cover the costs and expenses of fulfilling the obligations of the Association made in connection with or contemplated under any previously approved budget. The total amount required to be raised by assessments for any calendar period less than a full calendar year shall be the total amount required to be raised for the calendar year determined as above and multiplied by a fraction, the numerator of which is the number of days in the calendar period and the denominator of which is the number of days in that calendar year. Any deficit, occurring or anticipated, shall be the subject of a special assessment.

Except as emergencies may require, the Association shall make no commitment or expenditure in excess of the funds reasonably expected to be available to the Association.

7.5 Time for Payments. The amount of any assessment, or other amount payable with respect to any Owner or Multiple Owner, shall become due and payable with respect to any Owner or Multiple Owner twenty (20) after notice of such amount shall have been given by the Association to such Owner or Multiple Owner, or at such later time as may be specified by the Association. Any such amount shall bear interest at the rate of twelve percent (12%) per annum from the date due and payable.

7.6 Lien for Assessments and Other Amounts. The Association shall have lien against each Condominium Unit and against each Owner and Multiple Owner's interest in the Unit to secure payment of any assessment or other amount due and owing to the Association with respect to the Owner or Multiple Owner of that Condominium Unit.

7.6.1 To evidence such lien, the Board of Directors or the managing agent, if any, shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest thereon, the name of the Owner or Multiple Owners of the Condominium Unit, and the description of the Condominium Unit. Such a notice of lien shall be signed by one of the Board of Directors or by one of the officers of the Association, or by the managing agent on behalf of the Association, and shall be recorded in the office of the County Clerk. Such lien shall attach and be effective from the actual due date of the assessment until all sums, with interest and other charges thereon, shall have been fully paid.

7.6.2 Such lien may be enforced by the foreclosure of the defaulting Owner's condominium Unit by the Association in like manner as a mortgage on real property. In any such proceedings, the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien, all additional costs, all expenses and reasonable attorney's fees incurred. The Owner of the Condominium Unit being foreclosed shall be required to pay to the Association the monthly common assessment for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver bid on the Condominium Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant thereto, assign the leasehold or otherwise deal with the same.

7.6.3 The recorded lien provided for herein may be released by recording a Release of Lien to be signed by an officer of the Association or by the Managing Agent on behalf of the Association.

7.7 Liability of Owners, Purchasers and Encumbrances.

7.7.1 The amount of any assessment payable with respect to any Owner or Multiple Owner shall be a joint and several obligation to the Association of such Owner and such Owner's heirs, personal representatives, successors and assigns. A party acquiring an interest in the condominium Unit or an interest as a lessee shall be jointly and severally liable with the former Owner or lessor for all such amounts which had accrued and were payable at the time of the acquisition of such interest by such party without prejudice to such party's right to recover any of said amounts paid from the former Owner. Each such amount, together with interest thereon, may be recovered by suit for a money judgment by the Association without foreclosing or waiving any lien securing the same.

7.7.2 The holder of a first mortgage or first deed of trust on a Condominium Unit shall not be liable for any such assessment, charge, fine or penalty; and the lien for any such assessments, charges, fines or penalties shall be junior to any lien or encumbrance on a Condominium Unit taken in good faith and for value and perfected by recording in the office of the County Clerk before the time a notice of such lien is recorded in said office. Any mortgagee holding a lien on a Condominium Unit may pay, but shall not be required to pay, any unpaid common assessment payable with respect to such Unit, and upon such payment, such encumbrancer shall have alien on such Unit for the amount paid of the same claim of such lien. Upon request of the mortgagee, the Association shall report to the mortgagee of a Condominium Unit any unpaid common assessment or other charges remaining unpaid for longer than thirty (30) days after the same is due; provided, however, that a mortgagee shall have furnished to the Association written notice of such encumbrance.

7.8 Estoppel Certificate. Upon payment of a reasonable fee not to exceed \$50.00 and upon written request of any Owner or any person with any right, title and interest in a Condominium Unit or person intending to acquire any right, title or interest in a Condominium Unit (in which case the fee shall be paid by such prospective purchaser), the Association shall furnish a written statement setting forth the amount of any assessments, charges, fines or penalties, if any, due or accrued and then unpaid with respect to the Owner of the Condominium Unit and the amount of the assessments for the current fiscal period of the Association payable with respect to the Condominium Unit, which statement shall, with respect to the party to whom it is issued, be conclusive against the Association and all parties, for all purposes, that no greater or other amounts were then due or accrued and unpaid.

7.9 General. The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, a modification or a release of the Owner from his obligation to pay the common expenses.

ARTICLE 8

USE AND OTHER RESTRICTIONS

8.1 Restrictions on Use. "Residential Units" shall mean all Condominium Units. A residential Unit shall be used for residential purposes only, and no residential Unit shall be occupied for living or sleeping purposes by more persons than it was designed to accommodate safely. No residential Unit shall be used at any time for any business or commercial activity, except that the Owner thereof may lease or rent such residential Unit for private residential, living or sleeping purposes.

8.2 Common Elements Restrictions. All use and occupancy of General Common Elements shall be subject to and governed by rules and regulations of the Association. No Owner and no Owner's guest shall obstruct, damage or commit waste to any of the General Common Elements. No Owner and no Owner's guests shall change, alter or repair or store anything in or on any of the Limited or General Common Elements without the prior written consent of the Association.

8.3 No Imperiling of Insurance. No Owner and no Owner's guests shall do anything or cause anything to be kept in or on the project which might result in an increase in the insurance premiums obtained for the project or which might cause cancellation of such insurance without the prior written consent of the Association.

8.4 No Violation of Law. No Owner and no Owner's guests shall do anything in or on the project which would be in violation of any statute, ruled, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

8.5 No Noxious, Offensive, Hazardous or Annoying Activities. No noxious or offensive activity shall be carried on upon any part of the project nor shall anything be done or placed on or in any part of the project which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. No activity shall be conducted on any part of the project and no improvements shall be made or constructed on any part of the project which are or might be unsafe or hazardous to any person or property. No sound shall be emitted on any part of the project which is unreasonable loud or annoying. No odor shall be emitted from any part of the project which is unreasonable bright or causes unreasonable glare. Determinations with respect to whether or not a particular activity or occurrence shall constitute a violation of this Article 8.5 shall be made by the Board of Directors of the Association and shall be final.

8.6 No Unsightliness. No unsightliness shall be permitted on or in any part of the project. Without limiting the generality of the foregoing, nothing shall be kept or stored on or in any of the General Common Elements, nothing shall be hung or places upon any of the General or Limited Common Elements, and nothing shall be placed on or in windows or doors of Units which would or might create an unsightly appearance. Window draperies shall be white or lined with white material in order to present a uniformly aesthetic exterior appearance. Determinations with respect to whether or not a particular activity or occurrence is unsightly shall be made by the Board of Directors of the Association and shall be final.

8.7 Restriction on Animals. No animals, birds, or reptiles or insects shall be kept on any part of the project without the prior written consent of the Association.

8.8 Restriction on Signs. No signs or advertising devices of any nature shall be erected or maintained on any part of the project without the prior written consent of the Association. The Association shall permit the placing of at least one sign of reasonable size and dignified form to identify the project.

8.9 No Violation of Rules. No Owner and no Owner's guests shall violate the rules and regulations adopted from time to time by the Association, whether relating to the use of Condominium Units, the use of General or Limited Common Elements or otherwise. Determinations with respect to whether or not a particular activity or occurrence shall constitute a violation of this Article 8.10 shall be made by the Board of Directors of the Association and shall be final.

8.10 Owner Caused Damage. If, due to the act or neglect of an Owner or such Owner's guests, loss or damage shall be caused to any person or property, including the project or any Unit therein, such Owner shall be liable and responsible for the same except to the extent that such damage or loss is covered by insurance obtained by the Association and the carrier of the insurance has waived its rights of subrogation against such Owner. The amount of such loss or damage may be collected by the Association from such Owner as a special assessment against such Owner, by legal proceedings or otherwise, and such amount shall be secured by a lien on the Condominium Unit of such Owner as provided in Article 7 of this Declaration for assessments or other charges.

8.11 Reservation. Notwithstanding any provision to the contrary contained in this Declaration, Declarant, its agents, employees and contractors may maintain during the period of construction and sale, such facilities and activities as reasonable required, convenient or incidental thereto, including but without limitations, a business office, storage area, construction yards, signs, model units, sales office, parking areas and lighting.

ARTICLE 9

INSURANCE

9.1 Insurance Requirements Generally. The Association shall obtain and maintain in full force and effect at all times certain casualty, liability and other insurance as hereinafter provided. All such insurance shall be obtained, to the extent possible, from responsible companies duly authorized to do business in the State of New Mexico with a rating in Best's Insurance Guide (or any comparable publication) of at least A-AAAA (or any comparable rating). All such insurance, to the extent possible, shall name the Association as the insured, in its individual capacity and also either as attorney-in-fact or trustee for all Owners.

To the extent possible, such casualty insurance shall:

- (a) Provide for a waiver of subrogation by the insurer as to claims against the Association, its directors, officers, employees and agents and against each Owner and each Owner's employees, agents and guests;
- (b) Provide that the insurance cannot be cancelled, invalidates, or suspended on account of the conduct of the Association, its officers, directors, employees and agents or of any Owner or such Owner's employees, agents or guests;
- (c) Provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by any Owner or mortgagee; be brought into contribution with insurance maintained by any Owner or mortgagee;
- (d) Contain a standard mortgage clause endorsement in favor of the mortgagee of any Condominium Unit or part of the project except a mortgagee of a condominium Unit or part of the projects who is covered by other and separate insurance;

- (e) Provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least fifteen (15) days prior written notice to the Association and to each Owner, to each mortgagee covered by any standard mortgage clause endorsement; and to the extent possible, such public liability and property damage insurance shall provide for coverage of any cross liability claims of Owners against the Association or other Owners and of the Association against Owners without right of subrogation. Any insurance policy may contain such deductible provisions as the Association deems consistent with good business practice.

Certificates of insurance coverage or copies of insurance policies shall be issued to each Owner and Multiple Owner, each mortgagee and Declarant.

The cost and expense of all insurance obtained by the Association, except insurance covering additions, alterations or improvements made to a Condominium Unit by an Owner or other insurance obtained at the request of and specifically benefitting any particular Owner, shall be a common expense to be covered by assessments against each Owner and his Condominium Unit according to the undivided interest in the General Common Elements appurtenant to his Unit.

9.2 Casualty Insurance. The Association shall obtain and maintain casualty insurance covering the project and each Condominium Unit covering damage by fire and such other hazards as are covered under standard extended coverage policies including vandalism and malicious mischief and, if available and if deemed appropriate by the Association, war risk, for the full insurable replacement cost of the project. At the option of the Association, such insurance may also cover additions, alterations or improvements to a Condominium Unit made by an Owner if the Owner reimburses the Association for any additional premiums attributable to such coverage. The association shall not be obligated to apply any insurance proceeds to restore a Condominium Unit to a conditions better than the conditions existing prior to the making of additions, alterations or improvements by an Owner in the absence of insurance covering such additions, alterations or improvements as aforesaid. The limits and coverage of said insurance shall be reviewed at least annually by the Board of Directors.

9.3 Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive public liability and property damage insurance covering personal liability, property damage liability and automobile personal and property damage, liability of the Association, its officers, directors, employees and agents and of each Owner and each Owner's employees, agents and guests arising in connection with ownership, operation, maintenance, occupancy or use of the project or of any Condominium Unit in the project, with limits of not less than \$1,000,000.00 for each person and not less than \$1,000,000.00 for each occurrence with respect to personal liability and with limits of not less than \$500,000.00 for each accident with respect to property damage liability.

9.4 Deleted in its entirety.

9.5 Insurance by Owners. Except to the extent coverage therefor may be obtained by the Association and be satisfactory to an Owner, each Owner shall be responsible for obtaining insurance he deems

desirable, including insurance covering his furnishings and personal property and covering personal liability of him and his employees, agents and guests. Any insurance policy obtained by an Owner shall be such that it will not diminish or adversely affect or invalidate any insurance or insurance recovery under policies carried by the Association and shall, to the extent possible, contain a waiver of the rights of subrogation by the insurer as to any claim against the Association, its officers, directors, agents and employees and against other Owners and their employees, agents and guests.

9.6 Receipt and Application of Insurance Proceeds. Except as some particular person shall have a legal right to receive insurance proceeds directly, all insurance proceeds and recoveries shall be paid to and received by the Association. All insurance proceeds and recoveries shall be paid to and received by the Association. All insurance proceeds or recoveries received by the Association shall be applied by the Association as follows: first expressly provided elsewhere in this Declaration; second to the Owners or persons who the Association may determine are legally or equitable entitled thereto; and third, the balance, if any, to Owners in proportion to their respective interests in the general Common Elements.

9.7 Other Insurance by the Association. The Association shall also have the power or authority to obtain and maintain other and additional insurance coverage, including casualty insurance covering personal property of the Association, fidelity bonds or insurance covering employees and agents of the Association and insurance indemnifying officers, directors, employees and agents of the Association.

9.8 Improvements to Condominium Units. Each unit Owner shall be required to notify the Board of Directors, and shall be liable for any increased insurance premium for insurance maintained by the Board of Directors occasioned by, all improvements made by the Unit Owner to his Unit, the value of which is in excess of one thousand dollars (\$1,000.00). Each Unit Owner shall bear the risk of loss of all improvements made to his Unit that were not the subject of notice to the Board of Directors.

ARTICLE 10

DAMAGE, DESTRUCTION AND RESTORATION

10.1 Association Attorney-in-Fact. This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact, to deal with the project improvements upon its destruction or damage, to repair and improve the Condominium Units, buildings and General and Limited Common Elements. All of the Owners and Multiple Owners irrevocable constitute and appoint the Association their true and lawful attorney in their name, place and stead for the purpose of dealing with the condominium property upon its damage or destructions as in hereinafter provided. As attorney-in-fact, the Association, by its President and Secretary or Assistant Secretary or its other duly authorized officers or agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, assignment or any other instrument with respect to the interest of a Condominium Unit Owner which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subsections means restoring the improvement(s) to substantially the same condition in which they existed prior to the damage, with each Unit and the

General and Limited Common Elements having substantially the same vertical and horizontal boundaries as before. The insurance proceeds collected shall be available to the Association for the purpose of repair, restoration, reconstruction and replacement unless the Owners, the Association on behalf of Multiple Owners, Declarant and all first mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

10.2 Restoration of the Project.

10.2.1 Insurance Proceeds Sufficient. In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to restore the improvement(s), shall be applied forthwith by the Association, as attorney-in-fact, to such restoration, and the improvements(s) shall be promptly repaired and reconstructed. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair and restoration of the improvement(s). Assessments for common expenses shall not be abated during the period of insurance adjustments and repair and reconstruction.

10.2.2 Insurance Proceeds Insufficient-Assessment. In the event that the property or improvements thereon so damaged are not insured against the risk causing the loss or damage, or in the event that the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, then the Owners, and Multiple Owners, at a special meeting called for such purpose, shall vote on the proposition of whether or not to rebuild, repair, restore or sell the property. At the vote taken on the foregoing propositions, the Condominium Unit Owners may appoint their first mortgages, if any, as their proxy to vote on said proposition in the place and stead of the Unit Owners. If the Unit Owners, by affirmative vote of at least two-thirds of the total vote, vote to repair, rebuild and restore the Condominium Unit, such damage or destruction shall be promptly repaired and restored by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment to be made against all of the Owners and their Condominium Units. Such deficiency assessment shall be a common expense and shall be based on the appurtenant percentage undivided interest in the General Common Elements assigned to the Condominium Unit of each Owner, and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair, replacement or restoration of the owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and lien on his condominium Unit and may be enforced and collected as is provided in Article 7. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association, as attorney-in-fact, pursuant to the provisions of this Article 10. Assessments for common expenses shall not be abated during the period to the Association the costs and expenses for filing the notices, interest at the rate of ten percent (10%) per annum on the amount of the assessment and all reasonable attorney's fees incurred by the Association. The proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:

- (a) Customary expense of sale;
- (b) The balance of the lien of any first mortgage;
- (c) Ad valorem taxes and governmental assessments;
- (d) Unpaid common expenses and all costs, expenses and fees incurred by the Association;
- (e) Junior liens and encumbrances in the order of and to the extent of their priority; and
- (f) The balance remaining, if any, shall be paid to the Condominium Unit Owner or Multiple Owners.

10.3 Sale of Property. In the event all of the buildings and improvements on the property are damaged or destroyed, the Unit Owners and Multiple Owners, by affirmative vote of at least two-thirds and the total vote of the Association (or their proxies or attorneys-in-fact in the case of first mortgagee) at a meeting of the Association duly called for such purpose, may elect to sell the property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to affect such sale. The insurance indemnity, if any, shall be delivered prorata to the Unit Owners sustaining loss or damage.

ARTICLE 11

MISCELLANEOUS

11.1 Duration of Declaration. This Declaration shall remain in perpetuity.

11.2 Revocation or Amendment. Except as otherwise provided, this Declaration shall not be revoked unless all of the Owners, and all of the holders of any recorded mortgage or deed of trust covering or affecting any or all of the Condominium Units in the project consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate Ownership interest of sixty-six and two-thirds percent, or more, of the General Common Elements in the condominium project, and all of the holders of recorded fire mortgages or deeds of trust consent and agree to such amendment by instrument(s) duly recorded; provided however, that except as provided by Article 3.1.2, the undivided interests in the general common elements appurtenant to each Unit shall have a permanent character and shall not be altered without the consent of all the Unit Owners, the Declarant, and all of the holders of any recorded mortgage or deed of trust as expressed in an amended Declaration duly recorded.

11.3 Registration of Mailing Address. Each Owner or Multiple Owner shall register his mailing address with the Association, on such form as required by the Association, and notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered address.

11.4 Effect of Provisions of Declaration. Each provision of this Declaration, and an agreement, promise, covenant and undertaking to comply with each provision of this Declaration, and any necessary

exception or reservation or grant of lease-hold, estate, right or interest to effectuate any provisions of this Declaration shall:

11.4.1 Be deemed incorporated in each deed, assignment or other instrument by which any right, title or interest in the project or in any Condominium Unit is created, whether or not set forth or referred to in such instrument.

11.4.2 By virtue of acceptance of any right, title or interest in the project or in any Condominium Unit by an Owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner, and, as a personal covenant, shall be binding on such Owner and such Owner's heirs, personal representatives, successors, and assigns, and shall be deemed a personal covenant to, with and for the benefit of the Association but not to, with or for the benefit of any other Owner.

11.4.3 Be deemed a real covenant by Declarant, for itself, its successors, and assigns, and also an equitable servitude, running in each case, as a burden with and upon the title to the project and each Condominium Unit and, as a real covenant and also as an equitable servitude, shall be deemed a covenant and servitude for the benefit of the project and each Condominium Unit.

11.4.4 Be deemed a covenant, obligation and restriction secured by a lien in favor of the Association, burdening and encumbering the title to the project and each Condominium Unit in favor of the Association.

11.5 Enforcement and Remedies. Each provision of this Declaration with respect to an Owner or Multiple Owner or the Condominium Unit of such Owner shall be enforceable by the Association by proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages, or, in discretion of the Association, for so long as any Owner fails to comply with any such provisions, by exclusion of such Owner and such Owner's guests from use of any General Common Elements. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney's fees.

11.6 Priorities of Association Lien for Common Expenses. The Owner of a Condominium Unit may create a junior mortgage "(junior to the lien, deed of trust or other encumbrance of a first mortgagee), liens or encumbrances on his interest in a Condominium Unit; provided, however, that any such junior mortgages, liens or encumbrance shall be subordinate to any terms, conditions, covenants, restrictions, uses, limitations and obligations under this Declaration, Association Articles of Incorporation and Bylaws and provided, further, that such junior encumbrancer(s) shall release, for purposes of restoration of any improvements upon the encumbered Condominium Unit, all of this right, title and interest in and to the proceeds under all insurance policies upon said premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association, and if such request is not granted, such release may be executed by the Association as attorney-in-fact for such junior mortgagee.

11.7 Limited Liability; Indemnification. Neither Declarant, the Association, the Board of Directors of the Association, nor any officer, agent or employee of any of the same shall be liable to the Association or any other Owner for any action or for any failure to act with respect to any matter so long as such person or entity was not guilty of fraud, gross negligence or bad faith in taking such action or failing to act.

The Association shall indemnify Declarant, each member of the Board of Directors of the Association and any employee or agent of Declarant or the Association against any loss or threat of loss as a result of any claim or legal proceeding relating to the performance or nonperformance of any act concerning the activities of the Association; provided, however, that with respect to the subject matter of the claim or legal proceeding the party against whom the claim is made or legal proceeding the party against whom the claim is made or legal proceeding is directed was not guilty of fraud, gross negligence or bad faith in such performance or nonperformance.

The indemnification authorized by this Article 11.7 shall include payment of (I) reasonable attorney's fees or other expenses incurred in settling any claim or threatened action or incurred in any final adjudicated legal proceeding; and (ii) expenses incurred in the removal of any liens affecting any property of the indemnitee.

This Article 11.7 shall inure to the benefit of the Declarant, the Association, the members of the Board of Directors of the Association, the employees and agents of the Declarant and the Association, and their respective heirs, personal representatives, successors and assigns.

11.8 Reservations.

11.8.1 Declarant reserves to the Association the right to establish utility easements and other easements consistent with the condominium use of the project.

11.8.2 During the period of development and sale of the Condominium Units, the monthly assessments for common expenses shall be based upon the amount of the actual expenses incurred, which shall be allocated equitably among all of the Owners, and shall not include any amount for contingencies, reserve or sinking funds.

11.8.3 Declarant reserves the right to dedicate any access roads serving this project for and to public use; to establish easements, reservations, exceptions consistent with the condominium ownership of the project and for the best interests of the Unit Owners and the Association.

11.9 General.

11.9.1 This Declarations shall be binding and shall insure to the benefit of the Declarant, the Association and each Owner, and the heirs, personal representatives, successors and assigns of each of them.

11.9.2 Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforcement part of a provision of this Declaration.

11.9.3 The captions and headings in this instrument are for convenience only and shall not be considered in construing any provision of this Declaration.

11.9.4 Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

11.9.5 The provisions of this Declaration shall be in addition to and supplemental to the New Mexico Building Unit Ownership Act of the State of New Mexico and any amendments thereto.

11.10 Lienholders and Non-Disturbance Agreement.

11.10.1 Any holder of a first mortgage or other equivalent lien on any Condominium Unit, whose name and address has been filed with the Association, shall be entitled to:

- (a) Inspect the books and records of the Association during normal business hours;
- (b) Receive, upon written request, a copy of the annual financial statement within a reasonable time after such statement is prepared and accepted by the Association;
- (c) Receive, upon request, a notice of all meetings of the Association and to designate a representative to attend all such meetings;
- (d) Notice of meetings to be held for the purpose of making any material amendment in the Declaration, the By-Laws, or the Articles of Incorporation of the Association;
- (e) Notice of the effectuation of any decision by the Association to terminate any professional management contract and assume self-management of the condominium project.
- (f) Receive, upon request copies of insurance policies maintained by the Association upon the Common Elements for fire, extended coverage and liability, and copies of any fidelity bonds on officers or employees. The amount of such coverage shall be deemed adequate by the lender by making a loan on a Unit and such overages shall not be reduced in amount during the life of such loan without prior consent of the lender.

11.10.2 The Declarant shall obtain from every holder of a mortgage or lien against the Declarant's interest, an agreement that in the event of a foreclosure of such mortgage or lien, the rights of all Owners shall not be disturbed and a successor to the Declarant shall take title to the property subject to the contractual rights of any Owner.

11.10.3 Every Multiple Owner who mortgages his interest in a Unit shall obtain from his mortgagee an agreement that in the event of a foreclosure of the mortgage, the rights of the other Multiple Owners in the Unit shall not be disturbed and if title is transferred by foreclosure or a mortgagee, the succeeding Owner shall take title subject to the contractual rights of the other Multiple Owners of the Unit.


11.10.4 The non-disturbance instrument shall be in recordable form and shall be recorded in Colfax County, New Mexico and a copy thereof shall be delivered to the Association.

ARTICLE 12

AGENT SERVICE OF PROCESS

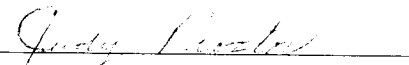
12.1 The Agent for Service of Process is Michael Stille, 52 N Angel Fire Rd., Angel Fire, New Mexico.

IN WITNESS WHEREOF, The President of the Angel View Association has executed this Declaration this 13th day of August 2014.



Janet Herring, President

ATTEST:



Judy Proctor

ACKNOWLEDGEMENT

State of New Mexico)
County of Salfax) ss

The foregoing instrument was acknowledged before me on this 31st day of Dec 2014, by the Board of Directors of Angel View Condominium At Angel Fire Association.



OFFICIAL SEAL
PAMELA PRINDLE
NOTARY PUBLIC-State of New Mexico
My Commission Expires 3-20-2018

(Seal)

[Signature]
Notary Public