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**Amended and Restated
Condominium Declaration
for
Four Seasons Plaza, a Condominium**

Table of Contents

Article 1 Restatement of Declaration; Defined Terms 1

- 1.1 Restatement 1
- 1.2 Defined Terms. 1

Article 2 Buildings on the Property; Unit Boundaries; Maintenance 2

- 2.1 The Buildings 2
- 2.2 Units. 2
- 2.3 Unit Boundaries. 3
- 2.4 Maintenance Responsibilities. 3
- 2.5 Common Expenses Attributable to Fewer than all Units. 3

Article 3 Restriction on Units and Common Elements 3

- 3.1 Reserved Common Elements. 3
- 3.2 Use of Unit and the Common Elements. 4
- 3.3 Occupancy Restrictions. 4
- 3.4 Satellite Antennae 6
- 3.5 Subdivision of Units 6
- 3.6 Timeshare 6

Article 4 Easements 6

- 4.1 Easement for Ingress and Egress . . 6
- 4.2 Easement in Favor of the Declarant 6

Article 5 Amendment of Declaration 7

- 5.1 Restrictions On Amendments 7
- 5.2 Implied Consent of Mortgagees . . . 8
- 5.3 Amendment by Owners 8
- 5.4 Implied Consent of Owners 8
- 5.5 Execution of Amendments 8

Article 6 Protection of Security Interests . 9

- 6.1 Eligible Mortgagee Protection 9
- 6.2 Subordination 9
- 6.3 Notice of Actions 9
- 6.4 Inspection of Books 10
- 6.5 Financial Statements 10
- 6.6 Enforcement 10
- 6.7 Attendance at Meetings 10

Article 7 Association May Assign Income 10

Article 8 Special Declarant Rights 10

- 8.1 Declarant Control of the Association 10
- 8.2 Use for Sales Purposes 10
- 8.3 Additional Units 11
- 8.4 Adjustment of Allocated Interests . 11
- 8.5 Addition of Land and Units. 11
- 8.6 No Limitation of Development Rights

Article 9 Substantial Completion 11

Article 10 Taxation 12

Article 11 Use of New Technology 12

Article 1

Restatement of Declaration; Defined Terms

1.1 Restatement.

High Country Limited Partnership, a New Mexico limited partnership (Declarant), owner of all Units in Four Seasons Plaza, a Condominium (Condominium), the Declaration for which was recorded in the Office of the Clerk of Colfax County, New Mexico, at Book 14, page 25652, hereby amends and restates the Declaration for the purpose of reflecting withdrawal of Lots 1-6, as described on the subdivision plat recorded at Plat Book 9, page 121, records of Colfax County (Subdivision), and the commercial area units from the condominium. This Amended and Restated Declaration completely supplants and replaces the Declaration, except as to portions of the Plat recorded at Book 1, page 2973 and 2974, which are adopted and made a part hereof as the Plan (Plan), and attached hereto as Exhibit B.

1.2 Defined Terms.

- **Association:** Four Seasons Condominium Association, a New Mexico non-profit corporation.
- **Bylaws:** the Bylaws of the Association.
- **Directors:** the Board of Directors of the Association.
- **Documents:** the Declaration, Plat and Plans recorded and filed pursuant to the provisions of the Condominium Act, the Bylaws, and the Regulations as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.
- **Eligible Mortgagee:** the holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article 6.
- **Occupant:** a person or persons, other than the Owner, in possession of a Unit and shall include tenants, guests and other persons in possession of a Unit.
- **Owner:** the owner of a Unit as defined herein. In the event a Unit is held in trust or owned by a legal entity, the term shall also include the

trustee, an officer or director, manager or member or the owner of a beneficial interest in the entity.

- **Property:** Lot 7, Replat of Lot A2, Angel Fire Village Unit 6A, filed in the office of the Clerk of Colfax County, New Mexico, at Book 9, page 121.
- **Regulations:** any Regulations of the Association, adopted by the Directors of the Association pursuant to §47-7C-2 NMSA 1978.
- **Reserved Common Element:** a portion of the Common Elements designated by the Directors for the exclusive use of one or more but fewer than all the Units, pursuant to §47-7C-2, N.M.S.A. 1978.
- **Security Interest:** an interest in real estate created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, land sales contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.
- **Other Terms:** terms not otherwise defined herein or in the Plat, Plan, Exhibits, or Bylaws, or in any amendment hereto, shall have the meanings specified in §47-7A-3 of the New Mexico Condominium Act.

Article 2

Building on the Property; Unit Boundaries; Maintenance

2.1 The Building.

The location, dimensions and area of the building on the Property are depicted on Exhibit A, (Plat).

2.2 Units.

The location of Units and any Limited Common Elements allocated exclusively to each Unit are shown on the Plat and Plan. Attached as Exhibit C hereto is a list of all Units, their identifying letters, size (as shown more fully on the Plan), and the undivided percentage interest of each Owner in the Common Elements and Common Expenses (Percentage Interest) appurtenant to each Unit determined on the basis of size. The size of each Unit is the total number of interior square feet determined by reference to the dimensions shown on the Plat and Plan. The percentage ownership interest in the Common Elements and liability for common expenses allocated to each Unit is the ratio of the size of the Unit to the size of all Units in the Condominium, expressed as a decimal fraction. Each Unit shall be allotted one vote in the Association. The number of Units created hereby is six (6).

2.3 Unit Boundaries.

Each Unit consists of the space within the walls, floors and ceilings of that Unit.

2.4 Maintenance Responsibilities.

Each Owner shall be responsible for the maintenance and repair of his Unit, and the Limited Common Elements appurtenant thereto. Each Owner shall be responsible for the repair and replacement of glass in the windows and doors of his Unit. All replacement glass shall be subject to the approval of the Association. Should the Directors determine that any Owner has neglected properly to maintain or to repair any Limited Common Element appurtenant to his Unit, the Directors may provide exterior maintenance upon such Limited Common Element.

2.5 Common Expenses Attributable to Fewer than all Units.

Any Common Expense associated with the maintenance, repair or replacement of any Limited Common Element shall be assessed against the Unit or Units to which the Limited Common Element is assigned. If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.

Any expense for services provided by the Association to an individual Unit at the request of the Owner shall be assessed against the Unit which benefits from such service.

Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.

If a Common Expense is caused by the misconduct of an Owner, the Association may assess that expense exclusively against that Owner's Unit.

Fees, charges, late charges, fines, collection costs, and interest charged against an Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

Article 3 Restriction on Units and Common Elements

3.1 Designation of Reserved Common Elements.

The Board of Directors shall have the power in their discretion to designate from time to time certain Common Elements as Reserved Common Elements and grant reserved rights to any or less than all of the Owners and establish a reasonable charge to such 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.

by the Directors, as to compatibility with the Condominium. Pets may not be kept, bred or maintained for any commercial purposes. Such pets shall not be permitted upon the Common Elements unless accompanied by an adult and unless carried or leashed. Any Owner who keeps and maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, Directors, and each Owner and the Declarant harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered with the Directors and shall otherwise be registered and inoculated as required by law. Any pet causing or creating a nuisance, danger to humans, or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days written notice from the Directors. Companion or helper animals will be permitted for those persons holding certificates of necessity.

- The use of each Unit described in this Declaration is restricted to that of a single family residence and accessory uses as permitted herein. The term "single family residence" means a single housekeeping unit, operating on a nonprofit, noncommercial basis between its Occupants, cooking and eating with a common kitchen and dining area.
- Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements except with the prior written consent of the Directors.
- The Common Elements shall be used only for the uses for which each were designed and are reasonably suited incident to the use and occupancy of the Units.
- No Owner shall enter into a lease of his or her Unit without first executing a written lease with the lessee. Such lease shall require the lessee to comply with the terms and provisions of the Condominium Documents and further, provide that the failure of the lessee to comply with these Condominium Documents constitutes a default under the terms of the lease. Each Unit Owner shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Directors. The foregoing provisions of this subsection shall not apply to the Declarant, or to an Eligible Mortgagee in possession of a Unit as a result of foreclosure or any proceeding in lieu of foreclosure, during the period of such Eligible Mortgagee's possession.

3.4 Satellite Antennae.

Antennae for the reception of satellite television signals may be installed only on the Limited Common Elements appurtenant to a Unit. Prior to installation of an antenna, the Owner shall submit to the Directors a drawing of the proposed installation, together with a description of any penetration or modification of the Common Elements. Permission for the installation shall be denied only if the proposed installation would cause material damage to the Common Elements.

3.5 Subdivision of Units.

No Unit may be subdivided as provided in §47-7B-13 of the Act.

3.6 Timeshare.

Units in this condominium may be submitted to a plan of timesharing, provided that such plan creates no more than twelve (12) intervals per unit, per year, and further provided that such plan imposes upon the Association no additional duty or burden unless expressly accepted by the Association.

Article 4 Easements

4.1 Easement for Ingress and Egress Through Common Elements and Access to Units.

4.1.1 Each Owner in common with each other Owner is hereby granted a non-exclusive easement 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 Owners' Association.

4.1.2 Declarant reserves in favor of Declarant and the managing agent and/or any other person authorized by the Board of Directors the right of access to any Unit as provided in §47-7C-7 of the Condominium Act. In case of emergency, such entry shall be immediate whether the Owner is present at the time or not.

4.2 Easement in Favor of the Declarant.

Declarant expressly reserves for itself, its agents and employees an easement through the Common Elements, and the right of access to any Unit (upon reasonable notice), as may be reasonably necessary, for the purpose of (a) making improvements within the Condominium; (b) exercising any Spécial Declarant Right; (c) discharging the Declarant's obligations under this Declaration; (d) inspecting any portion of the Condominium, (e) performing or satisfying the duties and obligations of Declarant and (f) for any other reasonable purpose.

Article 5

Amendment of Declaration

5.1 Restrictions On Amendments.

No material amendment of this Declaration may be made by the Association or the Owners without the prior written consent of fifty-one percent (51%) of the Eligible Mortgagees holding Security Interests encumbering Units. An addition or amendment to this Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any amendment or change to any provisions which establishes, governs or regulates any of the following are material:

- Voting;
- Changes the Percentage Interests of any Unit for purposes of levying assessments or otherwise changes the obligations of any Unit for assessment liens or subordination of such liens;
- Responsibility for maintenance and repairs;
- Reallocation of interest in the Common Elements, or rights to their use except that when Limited Common Elements are reallocated by agreement between Owners, only those Owners and only Eligible Mortgagees holding Security Interests in such Units must approve such action;
- Boundaries of any Unit and/or partition or subdivision of any Unit or the Common Elements except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Owners and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;
- Convertibility of Units into Common Elements or of Common Elements into Units;
- Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the provisions of the Condominium;
- Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Unit;
- Restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than specified in the Act or Documents;
- Assessments, assessment liens or subordination of assessment liens;
- Reserves for maintenance, repair and replacement of Common Elements;

- Establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- By act or omission withdraw the submission of the Property to the Act, except as provided by the Documents and Act, in case of substantial destruction or condemnation of the Units and Common Elements; or
- Any provisions which are for the express benefit of Eligible Mortgagees.

Notwithstanding the foregoing, the approval of sixty-seven percent (67%) of all the Eligible Mortgagees is required to add or amend any material provisions of the Declaration which terminates the legal status of the Property for reasons other than the substantial destruction or condemnation of the Property.

5.2 Implied Consent of Eligible Mortgagees.

A proposed amendment shall be deemed approved by an Eligible Mortgagee if the Eligible Mortgagee fails to object or consent to a written proposal for an amendment within thirty (30) days after receipt of the written proposal.

5.3 Amendment by Owners.

Except as otherwise provided or reserved herein or in the Act, this Declaration may be amended only by a vote of agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

5.4 Implied Consent of Owners.

A proposed amendment shall be deemed approved by an Owner if the Owner fails:

- to vote in person or by proxy at a meeting properly called for that purpose; and
- fails to object or approve a written proposal for an amendment within thirty (30) days after receipt of a written proposal following such meeting.

5.5 Execution of Amendments.

An amendment to the Declaration required by the Act to be recorded by the Association, which has been adopted in accordance with this Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Article 6

Protection of Security Interests

6.1 Eligible Mortgagee Protection.

Except as specifically provided in the Declaration or in the Act, no provision of the Declaration shall be construed to grant to any Owner or to any other person, any priority over any lien rights of an Eligible Mortgagee pursuant to its Security Interest in the case of distributions of insurance proceeds or condemnation awards.

6.2 Subordination.

Notwithstanding any other provision of this Declaration to the contrary, the lien of any assessment levied pursuant to the Bylaws 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 an Eligible Mortgagee; provided, however, 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.

6.3 Notice of Actions.

The Association shall give prompt written notice to each Eligible Mortgagee of:

- Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit in which there is a Security Interest held by such Eligible Mortgagee;
- Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first Security Interest held by such Eligible Mortgagee, which remains uncured for a period of sixty (60) days;
- Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Article 5 hereof; and
- Any judgment rendered against the Association.

6.4 Inspection of Books.

The Association shall permit any Eligible Mortgagee to inspect the books and records of the Association during normal business hours.

6.5 Financial Statements.

The Association shall provide any Eligible Mortgagee, which submits a written request, with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement may be audited by an independent certified public accountant if any Eligible Mortgagee requests it, in which case the Eligible Mortgagee shall bear the cost of the audit.

6.6 Enforcement.

The provisions of this Article are for the benefit of Eligible Mortgagees and their successors, and may be enforced by any of them by any available means, at law, or in equity.

6.7 Attendance at Meetings.

Any representative of an Eligible Mortgagee may attend and address any meeting which an Owner may attend.

Article 7 Association May Assign Income

The Association shall have all the powers provided for in §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 8 Special Declarant Rights

8.1 Declarant Control of the Association.

Pursuant to §47-7C-3 of the Condominium Act, Declarant reserves the right to appoint the members of the Board of Directors of the Association during the maximum period allowed by Subsections D and E of §47-7C-3, subject to the provisions of §47-7C-3(E).

8.2 Use for Sales Purposes.

All Units shall be subject to the statutory right in favor of Declarant provided in §47-7B-15 of the Condominium Act. Declarant reserves the right to use any Units owned by Declarant as models, management offices or sales offices until such time as Declarant conveys title thereto to Owners.

Declarant reserves the right to relocate the same from time to time within the Property; upon relocation or sale of a model, management office or sales office, the furnishings thereof may be removed. Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of Declarant.

8.3 Additional Units.

Declarant reserves the right, until the 25th anniversary of the recordation hereof, to create within the condominium up to twenty-four (24) additional Units, Common Elements and Limited Common Elements in accordance with §47-7B-10 of the Condominium Act without the consent of any Owner or Mortgagee. Reserved development rights may be exercised as to any parcel in any order and at any time. All improvements created pursuant to these Development Rights shall be of compatible style and at least as good quality as the existing improvements.

8.4 Adjustment of Allocated Interests.

If Declarant exercises the right to add additional Units to the Condominium, the Percentage Interest of each Unit in the Common Elements and Common Expenses shall be computed and reallocated on the basis of size, as specified in, §2.2 hereof and each Unit shall be allotted one (1) vote in the Association.

8.5 Addition of Land and Creation of Units.

Declarant reserves the right, until the 25th anniversary of the recordation hereof, to add to the condominium Lot 6 of the Subdivision, and to create within Lot 6 up to fifteen (15) additional Units, Common Elements and Limited Common Elements in accordance with §47-7B-10 of the Condominium Act without the consent of any Owner or Mortgagee. Reserved development rights may be exercised as to any parcel in any order and at any time. All improvements created pursuant to these Development Rights shall be of compatible style and at least as good quality as the existing improvements.

8.6 No Limitation as to Development Rights.

Any Development Right herein reserved by the Declarant under Article 8 may be exercised with respect to different parcels or portions of the Property at different times. No assurance is made as to the boundaries of those portions of real property subject to any Development Right or as to the order in which those portions may be subject to the exercise of each Development Right.

Article 9 Substantial Completion

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

**Article 10
Taxation**

Each Unit shall be deemed a separate parcel for tax purposes, and shall be separately assessed.

**Article 11
Use of New Technology**

Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by law now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent or approval required to be obtained; or (3) any payment required to be made, under the Association Documents may be accomplished using the most advanced technology available at that time if such use is a generally accepted business practice. The use of technology in implementing the provisions of this Declaration dealing with notices, payments, signatures, votes, consents or approvals shall be governed by the Bylaws.

In witness whereof, the undersigned has executed this Declaration this 25 day of October, 2004.

Declarant:

**High Country Limited Partnership,
a New Mexico Limited Partnership**

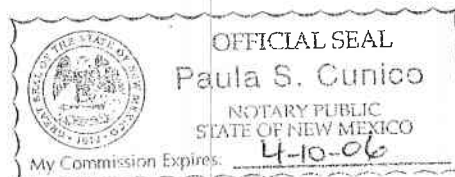
By: William J. Winkelmann
William J. Winkelmann, General Partner

State of New Mexico

County of Colfax

The foregoing instrument was acknowledged before me this October 25, 2004, by William J. Winkelmann, General Partner of High Country Limited Partnership, a New Mexico Limited Partnership.

Paula S. Cunico
Notary Public



My Commission Expires:

4-10-06



MORRIS

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**FOUR SEASONS PLAZA A CONDOMINIUM
LOT 7**

**AREA RESERVED FOR FUTURE
DEVELOPMENT RIGHTS
(24 UNITS)**

AN AREA OF LAND DESCRIBED AS AN "AREA RESERVED FOR FUTURE DEVELOPMENT RIGHTS (24 UNITS)", LYING WITHIN A PORTION OF LOT 7, SAID LOT 7 BEING SHOWN ON THE PLAT ENTITLED "SUBDIVISION PLAT FOUR SEASONS PLAZA REPLAT OF LOT A2 ANGEL FIRE VILLAGE UNIT 6A AMENDED" RECORDED IN THE OFFICE OF THE COLFAX COUNTY CLERK IN BOOK 9 OF PLATS, PAGE 121, AND WITHIN THE FOUR SEASONS PLAZA A CONDOMINIUM, ALL SITUATED IN THE MAXWELL LAND GRANT IN THE VILLAGE OF ANGEL FIRE, COLFAX COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 7, MARKED BY A #4 REBAR WITH CAP AND HAVING NEW MEXICO STATE PLANE COORDINATES NAD 83 CENTRAL ZONE (US FEET) OF NORTHING=1962334.82, EASTING=1925832.18 AND BEING THE TRUE POINT AND PLACE OF BEGINNING FOR THIS DESCRIPTION;

THENCE S89°03'22"W, A DISTANCE OF 118.63 FEET; THENCE S80°47'32"W, A DISTANCE OF 383.11 FEET; THENCE S75°52'17"W, A DISTANCE OF 200.00 FEET TO THE SOUTHWEST CORNER OF LOT 7 AND A POINT ON THE EAST RIGHT OF WAY FOR WINTER PARK LANE;

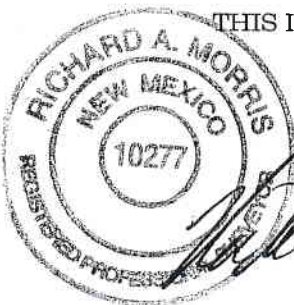
THENCE NORTHERLY ALONG SAID RIGHT OF WAY ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 2°10'34", (CHORD = N13°01'11"W - 36.84') AN ARC DISTANCE OF 36.84 FEET TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUING NORTHERLY ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 520.00 FEET, A CENTRAL ANGLE OF 0°41'57" (CHORD = N11°34'58"W - 6.35') AN ARC DISTANCE OF 6.35 FEET TO THE END OF SAID CURVE;

THENCE LEAVING SAID RIGHT OF WAY, N82°10'01"E, A DISTANCE OF 25.90 FEET; THENCE N78°20'43"E, A DISTANCE OF 171.53 FEET; THENCE N75°53'33"E, A DISTANCE OF 16.63 FEET; THENCE N80°48'51"E, A DISTANCE OF 176.35 FEET;

THENCE N11°20'26"W, A DISTANCE OF 24.34 FEET; THENCE N78°39'34"E, A DISTANCE OF 96.52 FEET; THENCE N11°29'24"W, A DISTANCE OF 133.54 FEET; THENCE SOUTH 85°01'23"E, A DISTANCE OF 49.10 FEET; THENCE S85°01'23"E, A DISTANCE OF 115.52 FEET; THENCE S76°58'47"E, A DISTANCE OF 63.76 FEET TO THE NORTHEAST CORNER OF THIS DESCRIPTION;

THENCE S16°21'32" W, A DISTANCE OF 52.56 FEET; THENCE S73°40'57"E, A DISTANCE OF 18.04 FEET; THENCE S16°19'03"W, A DISTANCE OF 47.65 FEET; THENCE S40°33'06"E, A DISTANCE OF 58.52 FEET TO THE POINT AND PLACE OF BEGINNING.

THIS DESCRIPTION CONTAINS AN AREA OF 1.250 ACRES, MORE OR LESS.



[Signature]
OCT. 22, 2004

EXHIBIT "A"
PAGE 2



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**FOUR SEASONS PLAZA A CONDOMINIUM
LOT 7**

DEVELOPED AREA

AN AREA OF LAND DESCRIBED AS THE "DEVELOPED AREA", LYING WITHIN A PORTION OF LOT 7, SAID LOT 7 BEING SHOWN ON THE PLAT ENTITLED "SUBDIVISION PLAT FOUR SEASONS PLAZA REPLAT OF LOT A2 ANGEL FIRE VILLAGE UNIT 6A AMENDED" RECORDED IN THE OFFICE OF THE COLFAX COUNTY CLERK IN BOOK 9 OF PLATS, PAGE 121, AND WITHIN THE FOUR SEASONS PLAZA A CONDOMINIUM, ALL SITUATED IN THE MAXWELL LAND GRANT IN THE VILLAGE OF ANGEL FIRE, COLFAX COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 7, MARKED BY A #4 REBAR WITH CAP AND HAVING NEW MEXICO STATE PLANE COORDINATES NAD 83 CENTRAL ZONE (US FEET) OF NORTHING=1962334.82, EASTING=1925832.18, THENCE N79°10'17"W A DISTANCE OF 230.82 FEET TO THE SOUTHEAST CORNER OF THIS DESCRIPTION AND THE TRUE POINT AND PLACE OF BEGINNING;

THENCE S78°39'34"W, A DISTANCE OF 96.52 FEET TO THE SOUTHWEST CORNER OF THIS DESCRIPTION; THENCE N11°20'26"W, A DISTANCE OF 126.32 FEET; THENCE N87°00'08"E, A DISTANCE OF 7.60 FEET; THENCE N35°12'32" W, A DISTANCE OF 24.77 FEET TO THE NORTHWEST CORNER OF THIS DESCRIPTION;

THENCE N72°00'12" E, A DISTANCE OF 15.12 FEET; THENCE N84°37'52"E, A DISTANCE OF 44.91 FEET; THENCE S85°01'23"E, A DISTANCE OF 40.63 FEET TO THE NORTHEAST CORNER OF THIS DESCRIPTION; THENCE S11°29'24"E, A DISTANCE OF 133.54 FEET TO THE POINT AND PLACE OF BEGINNING.

THIS DESCRIPTION CONTAINS AN AREA OF 0.317 OF AN ACRE, MORE OR LESS.

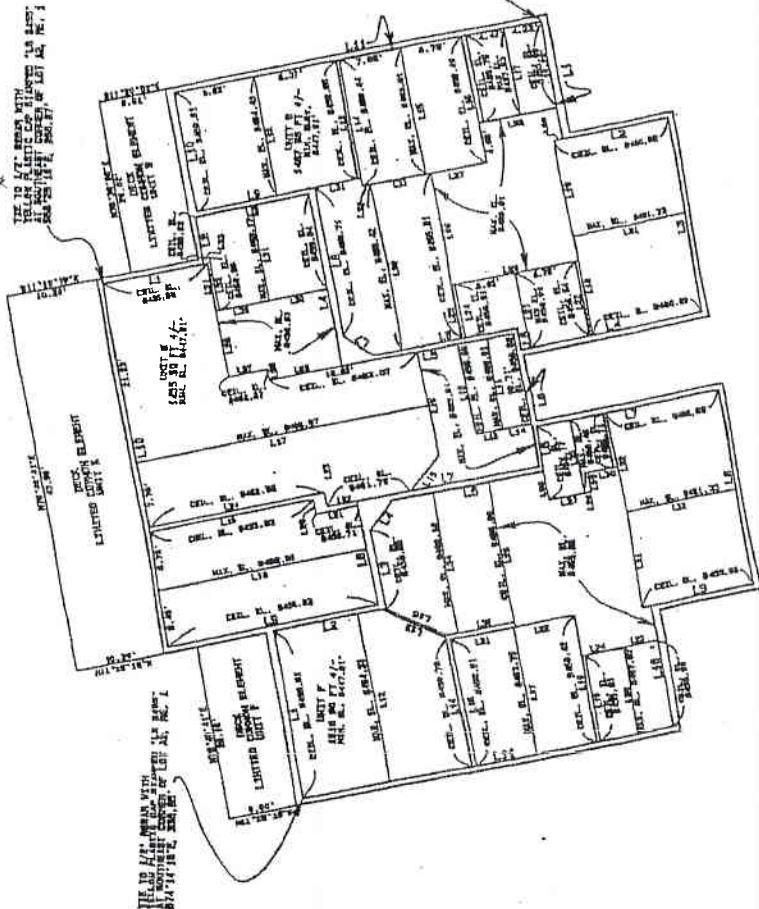


EXHIBIT A
PAGE 3

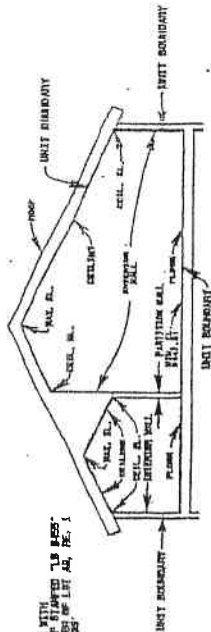
25670

BOUNDARY SURVEY PLAT
FOR
FOUR SEASONS PLAZA
A CONDOMINIUM
SECOND FLOOR PLAN & PROFILES
UNITS D, E AND F
BUILDING F-3

THE TO 1/2" AREA WITH
YELLOW PLASTIC CAP SHOWN "AS BUILT"
FOR THE UNIT OF LOT 10, RE. 1

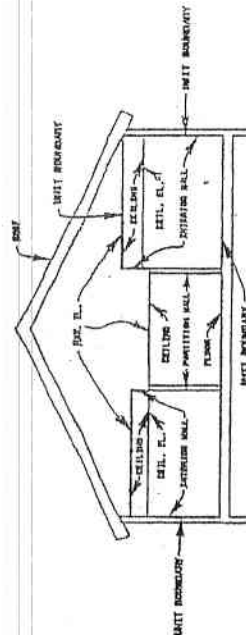


TYPICAL VERTICAL PROFILES
UNITS D, E AND F
NOT TO SCALE



THE TO 1/2" AREA WITH
YELLOW PLASTIC CAP SHOWN "AS BUILT"
FOR THE UNIT OF LOT 10, RE. 1

- NOTES:
1. MAX. HEIGHTS SHOWN UNIT ELEVATION.
 2. MAX. HEIGHTS SHOWN UNIT ELEVATION.
 3. MAX. HEIGHTS SHOWN UNIT ELEVATION.
 4. BOUNDARY TOP OF 1/2" AREA WITH YELLOW PLASTIC CAP SHOWN "AS BUILT".
 5. UNIT D BOUNDARY TOP OF 1/2" AREA WITH YELLOW PLASTIC CAP SHOWN "AS BUILT".
 6. TOTAL AREA OF UNITS D, E AND F = 4432 SQUARE FEET 1/2".

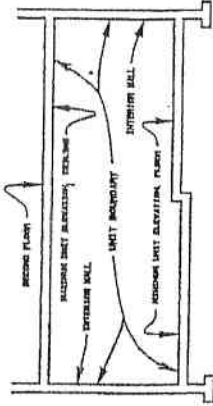


NO.	BEARING	DISTANCE
1	N 1/4° E	1.00
2	N 1/4° E	1.00
3	N 1/4° E	1.00
4	N 1/4° E	1.00
5	N 1/4° E	1.00
6	N 1/4° E	1.00
7	N 1/4° E	1.00
8	N 1/4° E	1.00
9	N 1/4° E	1.00
10	N 1/4° E	1.00
11	N 1/4° E	1.00
12	N 1/4° E	1.00
13	N 1/4° E	1.00
14	N 1/4° E	1.00
15	N 1/4° E	1.00
16	N 1/4° E	1.00
17	N 1/4° E	1.00
18	N 1/4° E	1.00
19	N 1/4° E	1.00
20	N 1/4° E	1.00
21	N 1/4° E	1.00
22	N 1/4° E	1.00
23	N 1/4° E	1.00
24	N 1/4° E	1.00
25	N 1/4° E	1.00
26	N 1/4° E	1.00
27	N 1/4° E	1.00
28	N 1/4° E	1.00
29	N 1/4° E	1.00
30	N 1/4° E	1.00
31	N 1/4° E	1.00
32	N 1/4° E	1.00
33	N 1/4° E	1.00
34	N 1/4° E	1.00
35	N 1/4° E	1.00
36	N 1/4° E	1.00
37	N 1/4° E	1.00
38	N 1/4° E	1.00
39	N 1/4° E	1.00
40	N 1/4° E	1.00
41	N 1/4° E	1.00
42	N 1/4° E	1.00
43	N 1/4° E	1.00
44	N 1/4° E	1.00
45	N 1/4° E	1.00
46	N 1/4° E	1.00
47	N 1/4° E	1.00
48	N 1/4° E	1.00
49	N 1/4° E	1.00
50	N 1/4° E	1.00
51	N 1/4° E	1.00
52	N 1/4° E	1.00
53	N 1/4° E	1.00
54	N 1/4° E	1.00
55	N 1/4° E	1.00
56	N 1/4° E	1.00
57	N 1/4° E	1.00
58	N 1/4° E	1.00
59	N 1/4° E	1.00
60	N 1/4° E	1.00
61	N 1/4° E	1.00
62	N 1/4° E	1.00
63	N 1/4° E	1.00
64	N 1/4° E	1.00
65	N 1/4° E	1.00
66	N 1/4° E	1.00
67	N 1/4° E	1.00
68	N 1/4° E	1.00
69	N 1/4° E	1.00
70	N 1/4° E	1.00
71	N 1/4° E	1.00
72	N 1/4° E	1.00
73	N 1/4° E	1.00
74	N 1/4° E	1.00
75	N 1/4° E	1.00
76	N 1/4° E	1.00
77	N 1/4° E	1.00
78	N 1/4° E	1.00
79	N 1/4° E	1.00
80	N 1/4° E	1.00
81	N 1/4° E	1.00
82	N 1/4° E	1.00
83	N 1/4° E	1.00
84	N 1/4° E	1.00
85	N 1/4° E	1.00
86	N 1/4° E	1.00
87	N 1/4° E	1.00
88	N 1/4° E	1.00
89	N 1/4° E	1.00
90	N 1/4° E	1.00
91	N 1/4° E	1.00
92	N 1/4° E	1.00
93	N 1/4° E	1.00
94	N 1/4° E	1.00
95	N 1/4° E	1.00
96	N 1/4° E	1.00
97	N 1/4° E	1.00
98	N 1/4° E	1.00
99	N 1/4° E	1.00
100	N 1/4° E	1.00

BOUNDARY SURVEY PLAT
FOR
FOUR SEASONS PLAZA
A CONDOMINIUM
FIRST FLOOR PLAN AND PROFILE
UNITS A, B, AND C
BUILDING F-3



TYPICAL VERTICAL PROFILE
UNIT A, B, AND C
NOT TO SCALE



- NOTES:
1. SHOWS MAXIMUM UNIT ELEVATION.
 2. MAX. ELEVATION OF BUILDING IS 15.84 FEET.
 3. ELEVATION OF 10' OF 1/2\"/>

LINE TABLE FOR UNIT A

NO.	BEARING	DISTANCE
1	N 77° 40' 41" W	14.00
2	S 11° 18' 41" E	14.00
3	S 77° 40' 41" W	14.00
4	N 11° 18' 41" E	14.00
5	N 77° 40' 41" W	14.00
6	S 11° 18' 41" E	14.00
7	N 77° 40' 41" W	14.00
8	S 11° 18' 41" E	14.00
9	N 77° 40' 41" W	14.00
10	S 11° 18' 41" E	14.00
11	N 77° 40' 41" W	14.00
12	S 11° 18' 41" E	14.00
13	N 77° 40' 41" W	14.00
14	S 11° 18' 41" E	14.00
15	N 77° 40' 41" W	14.00
16	S 11° 18' 41" E	14.00
17	N 77° 40' 41" W	14.00
18	S 11° 18' 41" E	14.00
19	N 77° 40' 41" W	14.00
20	S 11° 18' 41" E	14.00
21	N 77° 40' 41" W	14.00
22	S 11° 18' 41" E	14.00
23	N 77° 40' 41" W	14.00
24	S 11° 18' 41" E	14.00
25	N 77° 40' 41" W	14.00
26	S 11° 18' 41" E	14.00
27	N 77° 40' 41" W	14.00
28	S 11° 18' 41" E	14.00
29	N 77° 40' 41" W	14.00
30	S 11° 18' 41" E	14.00
31	N 77° 40' 41" W	14.00
32	S 11° 18' 41" E	14.00
33	N 77° 40' 41" W	14.00
34	S 11° 18' 41" E	14.00
35	N 77° 40' 41" W	14.00
36	S 11° 18' 41" E	14.00
37	N 77° 40' 41" W	14.00
38	S 11° 18' 41" E	14.00
39	N 77° 40' 41" W	14.00
40	S 11° 18' 41" E	14.00
41	N 77° 40' 41" W	14.00
42	S 11° 18' 41" E	14.00
43	N 77° 40' 41" W	14.00
44	S 11° 18' 41" E	14.00
45	N 77° 40' 41" W	14.00
46	S 11° 18' 41" E	14.00
47	N 77° 40' 41" W	14.00
48	S 11° 18' 41" E	14.00
49	N 77° 40' 41" W	14.00
50	S 11° 18' 41" E	14.00
51	N 77° 40' 41" W	14.00
52	S 11° 18' 41" E	14.00
53	N 77° 40' 41" W	14.00
54	S 11° 18' 41" E	14.00
55	N 77° 40' 41" W	14.00
56	S 11° 18' 41" E	14.00
57	N 77° 40' 41" W	14.00
58	S 11° 18' 41" E	14.00
59	N 77° 40' 41" W	14.00
60	S 11° 18' 41" E	14.00
61	N 77° 40' 41" W	14.00
62	S 11° 18' 41" E	14.00
63	N 77° 40' 41" W	14.00
64	S 11° 18' 41" E	14.00
65	N 77° 40' 41" W	14.00
66	S 11° 18' 41" E	14.00
67	N 77° 40' 41" W	14.00
68	S 11° 18' 41" E	14.00
69	N 77° 40' 41" W	14.00
70	S 11° 18' 41" E	14.00
71	N 77° 40' 41" W	14.00
72	S 11° 18' 41" E	14.00
73	N 77° 40' 41" W	14.00
74	S 11° 18' 41" E	14.00
75	N 77° 40' 41" W	14.00
76	S 11° 18' 41" E	14.00
77	N 77° 40' 41" W	14.00
78	S 11° 18' 41" E	14.00
79	N 77° 40' 41" W	14.00
80	S 11° 18' 41" E	14.00
81	N 77° 40' 41" W	14.00
82	S 11° 18' 41" E	14.00
83	N 77° 40' 41" W	14.00
84	S 11° 18' 41" E	14.00
85	N 77° 40' 41" W	14.00
86	S 11° 18' 41" E	14.00
87	N 77° 40' 41" W	14.00
88	S 11° 18' 41" E	14.00
89	N 77° 40' 41" W	14.00
90	S 11° 18' 41" E	14.00
91	N 77° 40' 41" W	14.00
92	S 11° 18' 41" E	14.00
93	N 77° 40' 41" W	14.00
94	S 11° 18' 41" E	14.00
95	N 77° 40' 41" W	14.00
96	S 11° 18' 41" E	14.00
97	N 77° 40' 41" W	14.00
98	S 11° 18' 41" E	14.00
99	N 77° 40' 41" W	14.00
100	S 11° 18' 41" E	14.00

LINE TABLE FOR UNIT B

NO.	BEARING	DISTANCE
1	N 77° 40' 41" E	16.55
2	S 77° 40' 41" W	16.55
3	N 77° 40' 41" E	16.55
4	S 77° 40' 41" W	16.55
5	N 77° 40' 41" E	16.55
6	S 77° 40' 41" W	16.55
7	N 77° 40' 41" E	16.55
8	S 77° 40' 41" W	16.55
9	N 77° 40' 41" E	16.55
10	S 77° 40' 41" W	16.55
11	N 77° 40' 41" E	16.55
12	S 77° 40' 41" W	16.55
13	N 77° 40' 41" E	16.55
14	S 77° 40' 41" W	16.55
15	N 77° 40' 41" E	16.55
16	S 77° 40' 41" W	16.55
17	N 77° 40' 41" E	16.55
18	S 77° 40' 41" W	16.55
19	N 77° 40' 41" E	16.55
20	S 77° 40' 41" W	16.55
21	N 77° 40' 41" E	16.55
22	S 77° 40' 41" W	16.55
23	N 77° 40' 41" E	16.55
24	S 77° 40' 41" W	16.55
25	N 77° 40' 41" E	16.55
26	S 77° 40' 41" W	16.55
27	N 77° 40' 41" E	16.55
28	S 77° 40' 41" W	16.55
29	N 77° 40' 41" E	16.55
30	S 77° 40' 41" W	16.55
31	N 77° 40' 41" E	16.55
32	S 77° 40' 41" W	16.55
33	N 77° 40' 41" E	16.55
34	S 77° 40' 41" W	16.55
35	N 77° 40' 41" E	16.55
36	S 77° 40' 41" W	16.55
37	N 77° 40' 41" E	16.55
38	S 77° 40' 41" W	16.55
39	N 77° 40' 41" E	16.55
40	S 77° 40' 41" W	16.55
41	N 77° 40' 41" E	16.55
42	S 77° 40' 41" W	16.55
43	N 77° 40' 41" E	16.55
44	S 77° 40' 41" W	16.55
45	N 77° 40' 41" E	16.55
46	S 77° 40' 41" W	16.55
47	N 77° 40' 41" E	16.55
48	S 77° 40' 41" W	16.55
49	N 77° 40' 41" E	16.55
50	S 77° 40' 41" W	16.55
51	N 77° 40' 41" E	16.55
52	S 77° 40' 41" W	16.55
53	N 77° 40' 41" E	16.55
54	S 77° 40' 41" W	16.55
55	N 77° 40' 41" E	16.55
56	S 77° 40' 41" W	16.55
57	N 77° 40' 41" E	16.55
58	S 77° 40' 41" W	16.55
59	N 77° 40' 41" E	16.55
60	S 77° 40' 41" W	16.55
61	N 77° 40' 41" E	16.55
62	S 77° 40' 41" W	16.55
63	N 77° 40' 41" E	16.55
64	S 77° 40' 41" W	16.55
65	N 77° 40' 41" E	16.55
66	S 77° 40' 41" W	16.55
67	N 77° 40' 41" E	16.55
68	S 77° 40' 41" W	16.55
69	N 77° 40' 41" E	16.55
70	S 77° 40' 41" W	16.55
71	N 77° 40' 41" E	16.55
72	S 77° 40' 41" W	16.55
73	N 77° 40' 41" E	16.55
74	S 77° 40' 41" W	16.55
75	N 77° 40' 41" E	16.55
76	S 77° 40' 41" W	16.55
77	N 77° 40' 41" E	16.55
78	S 77° 40' 41" W	16.55
79	N 77° 40' 41" E	16.55
80	S 77° 40' 41" W	16.55
81	N 77° 40' 41" E	16.55
82	S 77° 40' 41" W	16.55
83	N 77° 40' 41" E	16.55
84	S 77° 40' 41" W	16.55
85	N 77° 40' 41" E	16.55
86	S 77° 40' 41" W	16.55
87	N 77° 40' 41" E	16.55
88	S 77° 40' 41" W	16.55
89	N 77° 40' 41" E	16.55
90	S 77° 40' 41" W	16.55
91	N 77° 40' 41" E	16.55
92	S 77° 40' 41" W	16.55
93	N 77° 40' 41" E	16.55
94	S 77° 40' 41" W	16.55
95	N 77° 40' 41" E	16.55
96	S 77° 40' 41" W	16.55
97	N 77° 40' 41" E	16.55
98	S 77° 40' 41" W	16.55
99	N 77° 40' 41" E	16.55
100	S 77° 40' 41" W	16.55

LINE TABLE FOR UNIT C

NO.	BEARING	DISTANCE
1	N 77° 40' 41"	18.00
2	S 11° 19' 13"	10.00
3	N 73° 46' 4"	10.00
4	S 81° 54' 53"	4.21
5	N 1° 16' 11"	17.44
6	N 74° 44' 2"	6.81
7	N 1° 18' 17"	21.41
8	S 78° 40' 31"	22.70
9	S 44° 14' 31"	18.33
10	S 73° 46' 4"	14.08
11	N 13° 18' 11"	42.94
12	N 77° 40' 41"	19.88
13	N 11° 19' 13"	3.76
14	N 73° 46' 4"	0.80
15	S 81° 54' 53"	4.58



Exhibit C

Unit	Size (ft ²)	Allocated Interest
A	1454	16.42%
B	1454	16.42%
C	1517	17.13%
D	1467	16.56%
E	1455	16.43%
F	1510	17.05%
Total	8857	100.00%

Exhibit C

Unit	Size (ft ²)	Allocated Interest
A	1454	16.42%
B	1454	16.42%
C	1517	17.13%
D	1467	16.56%
E	1455	16.43%
F	1510	17.05%
Total	8857	100.00%