

Misc. Book 115 Page 380

Filed For Record 8-30-84 at 1:20 PM Stella M. Lopez, Recorder

Authentisign  
Jerry Lynn Heidel

04/12/25

CONDOMINIUM DECLARATION

Authentisign  
Marcie Lynn Nicholas

04/12/25

FOR

CINCO GRANDE CONDOMINIUM

Article I

Submission; Defined Terms

Section 1.1 Submission of Property. Cincó Grande

partnership, owner of the real property described in Exhibit "A" annexed hereto, located within Colfax County, New Mexico, submits the real property, together with all easements, rights and appurtenances thereto ("Property") to the provisions of New Mexico Laws 1982, Chapter 27 (Chapter 47, Articles 7A, 7B, 7C and 7D, N.M.S.A. 1978), known as the New Mexico Condominium Act ("Condominium Act" or "the Act"), and creates a Condominium with respect to the Property to be known as Cinco Grande Condominium, ("Condominium").

Section 1.2 Defined Terms.

(a) The term "Association" shall mean the Cinco Grande Condominium Association, a New Mexico non-profit corporation.

(b) The term "Bylaws" shall mean and refer to the Bylaws of the Association filed with the New Mexico State Corporation Commission.

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

(d) The term "Reserved Common Element" shall mean a portion of the Common Elements designated by the Board of Directors for the exclusive use of one or more but fewer than all the Units, pursuant to Section 47-7C-2, N.M.S.A. 1978.

(e) Terms not otherwise defined herein or in the Plat, Plan, Exhibits, or Bylaws, or in any amendment hereto, shall have the meanings specified in Section 47-7A-3 of the Condominium Act.

## Article II

### Building on the Property; Unit Boundaries

Section 2.1 The Building. The location, dimensions and area of each building on the Property are depicted on Exhibit "A," ("Plat").

Section 2.2 Units. The location of Units and any Limited Common Elements allocated exclusively to each Unit are shown on the "Plan" attached as Exhibit "A" hereto. Attached as Exhibit "C" hereto is a list of all Units, their identifying letters, location, size (all as shown more fully on the Plat and Plan), and the undivided percentage interest of each Unit 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 five (5) and the maximum number of Units which the Declarant reserves the right to create is forty-five (45).

Section 2.3 Unit Boundaries. Each Unit consists of the space within the walls, floors and ceilings of that Unit.

Section 2.4 Maintenance Responsibilities. The provisions of the Bylaws shall govern the division of maintenance and repair responsibilities between the Unit Owner and the Association regardless of the Unit boundaries and the ownership of the Units and the Common Elements.

### Article III

#### Restriction on Units and Common Elements

##### Section 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 Unit Owners and establish a reasonable charge to such Unit Owners for the use and maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of the Common Elements.

Section 3.2 Use of Unit and the Common Elements. Units shall be used only for housing and the related common purposes for which the Property was designed.

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

(a) Each Unit Owner in common with each other Unit 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 Unit Owners' Association.

(b) 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 Section 47-7C-7 of the Condominium Act and Article V, Section 5.9 of the Bylaws. In case of emergency, such entry shall be immediate whether the Unit Owner is present at the time or not.

Article VAmendment of Declaration

Section 5.1 Other than any amendment of the Declaration by the Declarant under its reserved Special Declarant Rights, no amendment of this Declaration may be made by the Association or the Unit Owners without the prior written approval of the institutional lender or lenders holding two-thirds (2/3) of the first mortgages encumbering Condominium Units ("Mortgagees") where such amendment: (a) changes the Percentage Interest or obligations of any Unit; (b) subdivides, partitions or

relocates the boundaries of any Unit encumbered by a mortgage to a Mortgagee or the Common Elements; or (c) except as otherwise provided by the Amended Declaration, Bylaws or the Condominium Act, withdraws the submission of the Property to the Condominium Act.

Section 5.2 Other than any amendment of the Declaration by the Declarant under its reserved Special Declarant Rights, this Declaration may be amended only by a vote of the Owners of Units to which at least seventy percent (70%) of the votes in the Association are allocated.

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

#### Article VI

##### Right to Lease Units

Declarant shall retain title to each Unit not sold to any purchaser. Declarant retains the right to enter into leases with any third parties for the occupancy of any of the Units retained by Declarant and not sold to any purchaser.

#### Article VII

##### Priority of Mortgages

Subordination and Mortgage Protection. Notwithstanding any other provisions hereof 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 the holder of a Mortgage made in good faith for value received; provided, however, that such Mortgage secures a loan made by an institutional lender; and provided, further, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser of the Unit at such sale from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

#### Article VIII

##### Special Declarant Rights

Section 8.1 Additional Land. Declarant reserves the right, until the tenth (10th) anniversary of the recordation hereof, to add additional land to the Condominium as shown on Exhibit "B" and to create upon such added land up to thirty-seven (37) additional Units, Common Elements and Limited Common Elements in accordance with Section 47-7B-10 of the Condominium Act without the consent of any Unit Owner or Mortgagee. All or any part of the additional land may be added at any time, and reserved development rights may be exercised as to any added

parcel in any order and at any time. No assurance is made with regard to the boundaries of parcels which may be added to the Condominium, the number of Units which will be created on any parcel when added, or the order in which parcels may be added.

Section 8.2 Other Special Declarant Rights. In addition to the Special Declarant rights provided above, the Declarant reserves the right, until the tenth (10th) anniversary of the recordation of the Declaration, in compliance with the Condominium Act, and without the consent of any Unit Owner or Mortgagee, to:

- (a) Make the Condominium part of another Condominium;
- (b) Make the Condominium subject to a Master Association;

Section 8.3 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 Article II, Section 2.2 hereof and each Unit shall be allotted one (1) vote in the Association.

Section 8.4 No Limitation as to Development Rights. Any Development Right herein reserved by the Declarant under Article VIII may be exercised with respect to different parcels or portions of the Property at different times. No assurances

are made as to the boundaries of those portions of Real Estate subject to any Development Right or as to the order in which those portions may be subject to the exercise of each Development Right. If any Development Right is exercised in any portion of the Real Estate subject to that Development Right, that Development Right need not be exercised in all or in any other portion of the remainder of that Real Estate.

Section 8.5 Declarant Control of the Association.

Pursuant to Section 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 Section 47-7C-3, subject to the provisions of Section 47-7C-3(E).

Section 8.6 Use for Sales Purposes. All Units shall be subject to the statutory right in favor of Declarant provided in Section 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 Unit 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.

Section 8.7 Creation of Units, Common Elements and Limited Common Elements. Declarant reserves the right, until the tenth (10th) anniversary of the recording hereof, to create within the Condominium up to three (3) additional Units, Common Elements and Limited Common Elements as described in Exhibit "A." These may be built at any time and in any order.

Article IX

Association May Assign Income

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

Article X

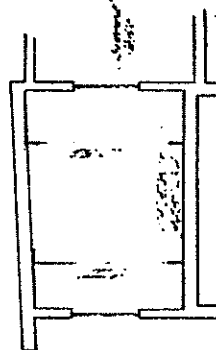
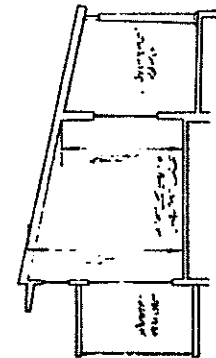
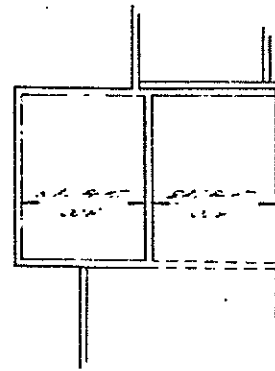
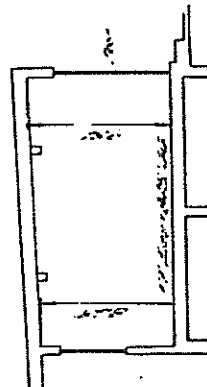
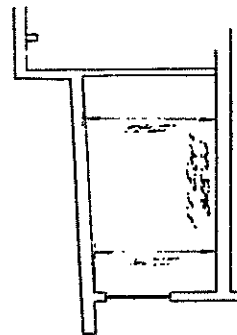
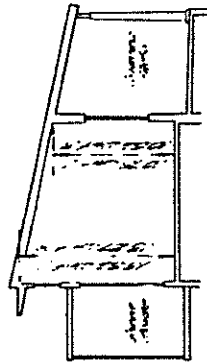
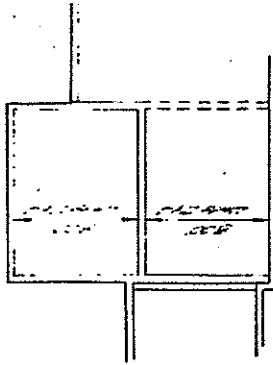
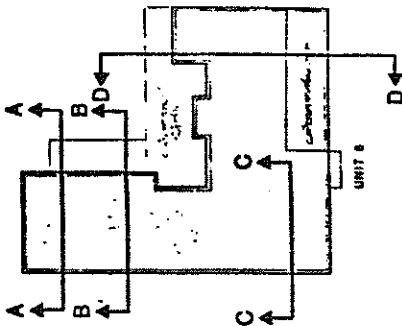
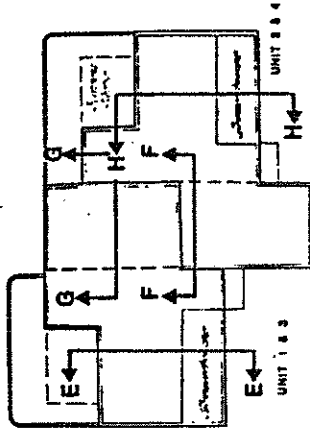
Taxation

Section 10.1 Each Unit shall be deemed a separate parcel for tax purposes, and shall be separately assessed.

Section 10.2 Any portion of the common elements on which the Declarant has reserved development rights shall be separately assessed by the Declarant.



# CROSS SECTIONS FOR CINCO GRANDE CONDOMINIUMS



SECTION H-H



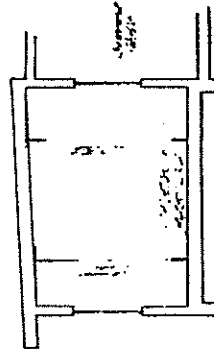
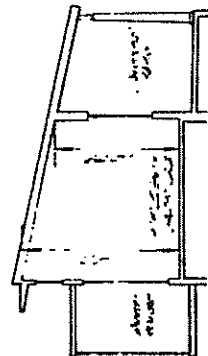
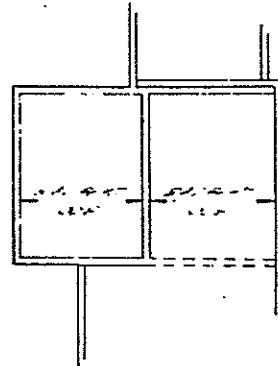
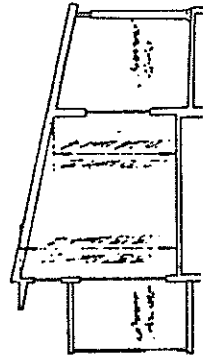
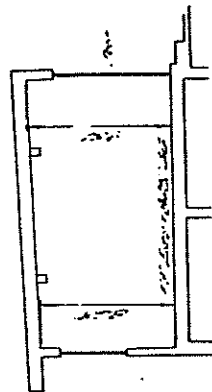
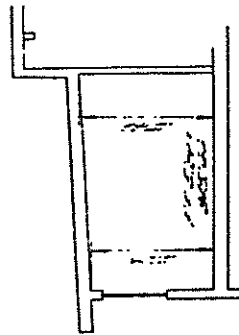
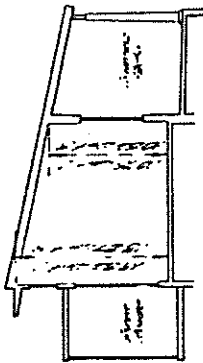
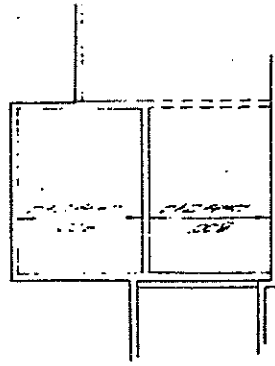
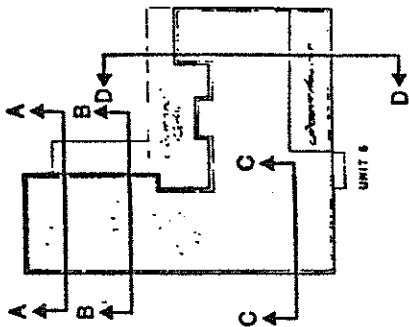
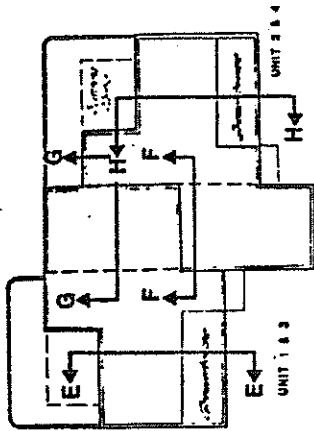
**Address Alton Inc.**  
 1000 10th Street, Suite 1000, St. Louis, MO 63102  
 (314) 433-1111

**C.R. HOOPER**  
 REGISTERED PROFESSIONAL ENGINEER  
 No. 10000  
 State of Missouri  
 Exp. 12/31/11

NOTE: ALL SECTIONS ARE NOT TO SCALE.

# CROSS SECTIONS FOR CINCO GRANDE CONDOMINIUMS

PRINTED  
DATE 11/11/2004



NOTE: ALL SECTIONS ARE NOT TO SCALE.



Prepared by: **C.R. HOOVER**  
 ARCHITECT  
 4001 10th Street, Suite 101  
 San Diego, CA 92161  
 Phone: (619) 594-1111  
 Fax: (619) 594-1112  
 E-mail: chroover@crhoo.com

0091



EXHIBIT "B"

<u>UNIT NO.</u>	<u>AREA IN SQ. FT.</u>	<u>PERCENTAGE INTEREST</u>
1	1556	.1918
2	1559	.1922
3	1554	.1915
4	1583	.1951
5	<u>1859</u>	<u>.2291</u>
	8111	.9997

CINCO GRANDE CONDOMINIUM  
CERTIFICATE OF SUBSTANTIAL  
COMPLETION OF UNIT

The undersigned hereby certifies that units 1-4 have been substantially completed in accordance with the plans.

DECLARANT:

CINCO GRANDE PARTNERSHIP  
A New Mexico General Partnership

By: *C. R. Hoover*  
C. R. HOOVER  
General Partner

STATE OF NEW MEXICO )  
                                  ) ss:  
COUNTY OF

The foregoing instrument was hereby acknowledged before me this 30<sup>th</sup> day of August, 1984, by C. R. Hoover, general partner of Cinco Grande Partnership, a New Mexico General Partnership.



*C. D. Heard*  
NOTARY PUBLIC

My Commission Expires:

Jan 10, 1987

CERTIFICATE OF SUBSTANTIAL COMPLETION  
OF BUILDINGS

The undersigned hereby certifies that the structural and mechanical systems of all buildings containing units, as described in the Declaration and exhibits thereto, have been substantially completed in accordance with the plans.

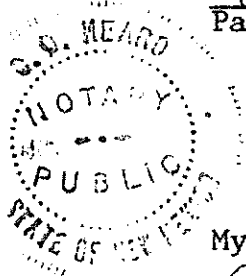
DECLARANT:

CINCO GRANDE PARTNERSHIP  
A New Mexico General Partnership

By: *[Signature]*  
Its *General Partner*

STATE OF NEW MEXICO )  
                                  ) ss:  
COUNTY OF                    )

The foregoing instrument was hereby acknowledged before me this 30<sup>th</sup> day of August, 1984, by *CR Hoover*, general partner of Cinco Grande Partnership, a New Mexico General Partnership.



*[Signature]*  
NOTARY PUBLIC

My Commission Expires:  
*Jan 10, 1987*

## First Amendment to Condominium Declaration for Cinco Grande Condominium

This First Amendment to the Condominium Declaration for Cinco Grande Condominium is made this 13<sup>th</sup> day of July, 2007, effective upon its recordation in the office of the County Clerk of Colfax County, New Mexico, pursuant to §47-7B-17 NMSA 1978.

### Recitals

Cinco Grande Condominium ("Condominium") is located within the County of Colfax, New Mexico, created by that certain "Condominium Declaration for Cinco Grande Condominium," as amended, filed for record in the office of the County Clerk of Colfax County, New Mexico on August 30, 1984, at Misc. Book 115, pages 380-395 ("Original Declaration").

Cinco Grande Condominium Association, a New Mexico nonprofit corporation ("Association"), is the corporation created to govern the real property described in the Original Declaration.

### Amendments

Pursuant to §47-7B-17 NMSA 1978 of the New Mexico Condominium Act (the "Act"), the undersigned, record owners of all units in the Condominium, hereby amend the Original Declaration as follows:

1. **Amended Surveys.** The amended survey attached hereto as Amended Exhibit "A" and made a part hereof, titled "Boundary Survey Plat for Amended Cinco Grande Condominium", shall replace the survey titled "Plat of Survey Cinco Grande Condominiums", attached as Exhibit "A" to the Original Declaration. The amended survey attached hereto as Amended Exhibit "A" and made a part hereof, titled "Amended Cinco Grande Condominium Floor Plans and Profiles", shall replace the survey titled "Cross Sections for Cinco Grande Condominiums", attached as Exhibit "A" to the Original Declaration.
2. **Removal of Lot 1.** Pursuant to §47-7C-12 NMSA 1978 of the Act, Unit 5, together with the surrounding land more particularly described as "Lot 1" on the plat titled "Summary Review Subdivision Plat Showing Parcel Alteration, Lot Line Adjustment & Lot Split and Dedication of Lands for Use as a Public Road and Utility Easement", attached hereto as Exhibit "C", is hereby removed from the Condominium.

REC DATE: 09/25/07 REC TIME: 07:18 AM  
COLFAX COUNTY, NM RAYETTA M. TRUJILLO-COUNTY CLERK DOC# 290704151

3. **Removal of Lot 3.** Pursuant to §47-7C-12 NMSA 1978 of the Act, the portion of land titled "Lot 3 Amended" which was heretofore subject to the Original Declaration, more particularly described on the plat titled "Summary Review Subdivision Plat Showing Parcel Alteration, Lot Line Adjustment & Lot Split and Dedication of Lands for Use as a Public Road and Utility Easement", attached hereto as Exhibit "C", is hereby removed from the Condominium.
  
4. **Renumbering of Units.** To accord with existing mortgage documents, Unit 1 shall henceforth be identified as Unit 4; Unit 2 shall henceforth be identified as Unit 3; Unit 3 shall henceforth be identified as Unit 2, and; Unit 4 shall henceforth be identified as Unit 1, as more particularly described on the amended plat titled "Boundary Survey Plat for Amended Cinco Grande Condominium", attached hereto as Amended Exhibit "A".
  
5. **Revised Percentage Interests.** Amended Exhibit "B", attached hereto and made a part hereof, titled "Revised Percentage Interests for All Units in Cinco Grande Condominium," reflects the sizes of the remaining Units in the Condominium and reallocates the Percentage Interest assigned to each of those Units as outlined in section 2.2 of the Declaration. Amended Exhibit "B" shall replace the Exhibit "B" attached to the Original Declaration.
  
6. **Full Force and Effect.** Except as amended hereby the Original Declaration remains in full force and effect.
  
7. **Consents.** The undersigned hereby certify that all consents to this First Amendment to the Condominium Declaration for Cinco Grande Condominium required to be obtained by the New Mexico Condominium Act, §47-7B-17 and §47-7C-12 NMSA, 1978, Article V of the Original Declaration, and Article VIII of the Bylaws of the Association have been obtained.

In witness whereof, the record owners of all Units in Cinco Grande Condominium have executed this First Amendment to the Original Declaration.

**[The Remainder of This Page Was Intentionally Left Blank.]**



REC DATE: 09/25/07 REC TIME: 07:18 PM  
COLFAX COUNTY NM RIVETTA N TRUJILLO-COUNTY CLERK DOC# 200704151 PAGE: 4

Charles F. Porter

Charles F. Porter, owner, Unit 2 (formerly Unit 3)

Belle M. Porter

Belle M. Porter, owner, Unit 2 (formerly Unit 3)

**ACKNOWLEDGMENT**

State of New Mexico )  
 ) ss.  
County of Colfax )

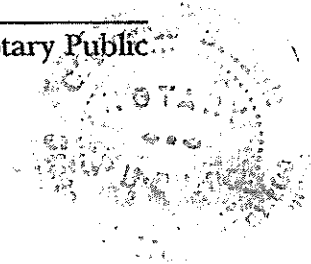
The foregoing instrument was acknowledged before me on this 25<sup>th</sup> day of July, 2007, by Charles F. Porter and Belle M. Porter, owners of Unit 2 in Cinco Grande Condominium.

Christine Breault

Notary Public

My Commission Expires

September 26 2009



Keno L. Garcia  
Keno L. Garcia, owner, Unit 3 (formerly Unit 2)

**ACKNOWLEDGMENT**

State of Ohio )  
County of Cuyahoga ) ss.

The foregoing instrument was acknowledged before me on this 15 day of July, 2007, by Keno L. Garcia, owner of Unit 3 in Cinco Grande Condominium.

[Signature]  
Notary Public

My Commission Expires  
**James Young**  
Notary Public, State of Ohio  
My Commission Expires November 29, 2011

REC DATE: 09/28/07 REC TIME: 07:18 AM PAGE: 5  
COL-FRX COUNTY, NM RAYETTA M. TRUJILLO-COUNTY CLERK DOC# 200704151





REC DATE: 09/25/07 REC TIME: 07:18 AM  
COLFAX COUNTY, NM RAYETTA M. TRUJILLO-COUNTY CLERK DOC# 200704151 PAGE 8

**Consent of Lienholder**

Wells Fargo Bank, N.A., ("Lienholder"), hereby consents to the grant of the foregoing First Amendment to Condominium Declaration for Cinco Grande Condominium by Cinci Grande Condominium Association to the County Clerk of Colfax County, New Mexico, and, joins in the execution hereof solely as Lienholder and hereby does agree that in the event of the foreclosure of said mortgage, or other sale of said property described in said mortgage under judicial or non-judicial proceedings, the same shall be sold subject to said Amendment.

SIGNED AND EXECUTED this 7<sup>th</sup> day of May, 2007.

Wells Fargo Bank, N.A.

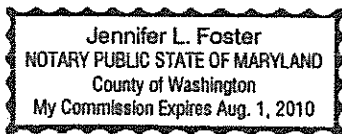
By: Lorna L. Slaughter  
Lorna L. Slaughter, Vice President

STATE of MARYLAND

COUNTY of FREDERICK

BEFORE ME, the undersigned authority, on this day personally appeared Lorna L. Slaughter, Vice President, of Wells Fargo Bank, N.A., known to me to be the person and Officer whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of the said Bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 7<sup>th</sup> day of May, 2007.



[Signature]  
Notary Public

My commission expires: 8/1/2010

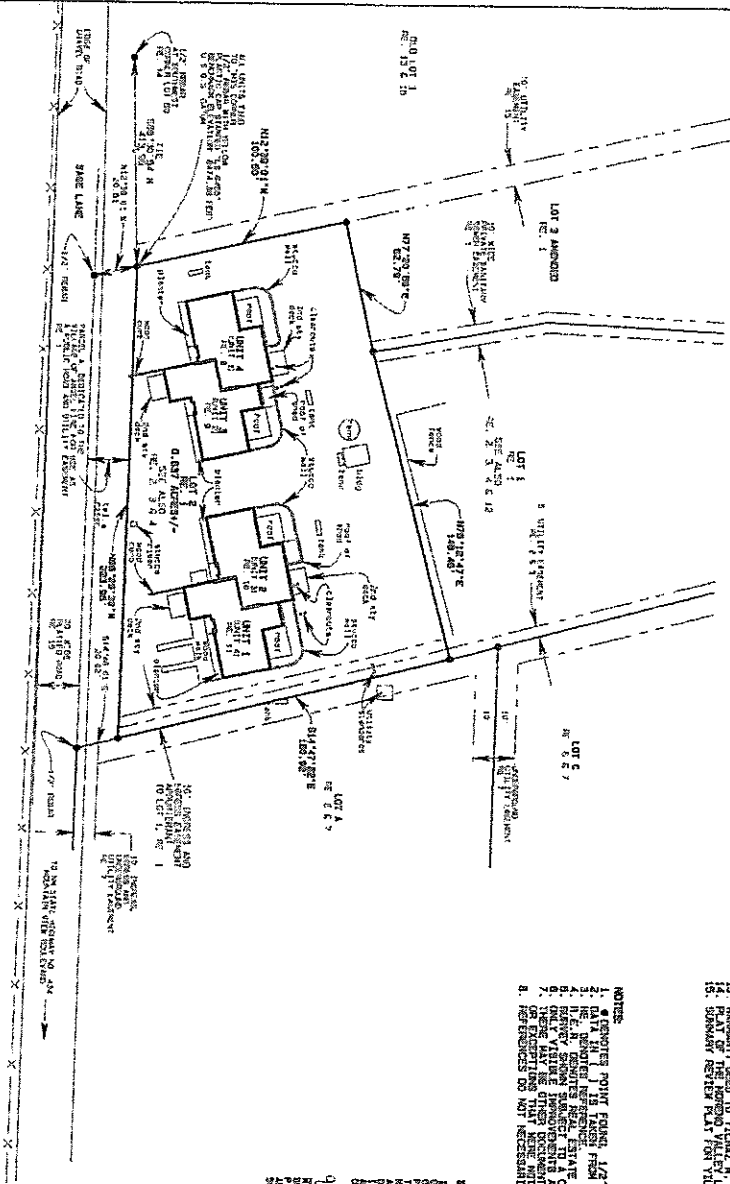
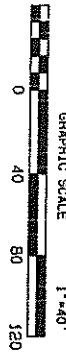
The original plat and plans were recorded in the Colfax County records on the 24th day of September, 2007 by Instrument #200704117

REC DATE 09/25/07 REC TIME: 07:18 AM  
COLFAX COUNTY, NM RAYETTA M. TRUJILLO-COUNTY CLERK

PAGE: 9  
DOC# 200704151

AREA CHART:

TOTAL AREA OF CONDOMINIUM: 27,738 SQ. FT.
TOTAL AREA OF UNITS 1 THRU 4: 8,081 SQ. FT.
AREA
1: 1,482 SQ. FT.
2: 1,482 SQ. FT.
3: 1,482 SQ. FT.
4: 1,482 SQ. FT.



**BOUNDARY SURVEY PLAT**

FOR  
**AMENDED CINCO GRANDE CONDOMINIUM**  
 LYING AND BEING SITUATE WITHIN PROJECTED SECTION 18,  
 WITHIN THE VILLAGE OF ANGEL FIRE, COLFAX COUNTY, NEW MEXICO  
 BEING A 100% INTEREST OF LOT 30 OF THE NORRIS VALLEY LAND 3RD SUBDIVISION  
 A PLAT OF SAID SUBDIVISION IS FILED IN PLAT BOOK 2, PAGE 49  
 ON SEPT. 13, 1971, IN PLAT BOOK 2, PAGE 49  
 OF THE OFFICE OF THE COLFAX COUNTY CLERK

- REFERENCES:**
1. SURVEY REVEAL SURVEY PLAT SHOWING PAVEMENT, UTILITY, ATTENTION, LOT LINE ADJUSTMENT & LOT TO BE AND SITUATION OF LANDS FOR USE AS A PUBLIC ROAD AND UTILITY EASEMENT, PLAT NO. 00089
  2. CONDOMINIUM DECLARATION FOR CINCO GRANDE CONDOMINIUM, MISCELLANEOUS BOOK 118, PAGE 380, N.M.S. 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

- NOTES:**
1. METERS POINT FROM 1/2" REDDAN WITH YELLOW PLASTIC CAP STAYED 1.8 FEET, UNLESS OTHERWISE NOTED.
  2. ALL DIMENSIONS ARE IN FEET AND INCHES.
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**SECTION 8 CERTIFICATE**

I, WILLIAM MOSEER, Surveyor, do hereby certify that the foregoing plat and plans were prepared by me or under my direct supervision and that I am a duly licensed Surveyor in the State of New Mexico.

WILLIAM MOSEER, Surveyor

DATE: DECEMBER 18, 2008

9/20/08:vm  
 WILLIAM MOSEER, Surveyor  
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INDEXING INFORMATION FOR COUNTY CLERK:

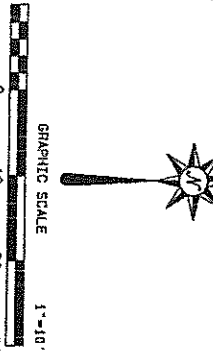
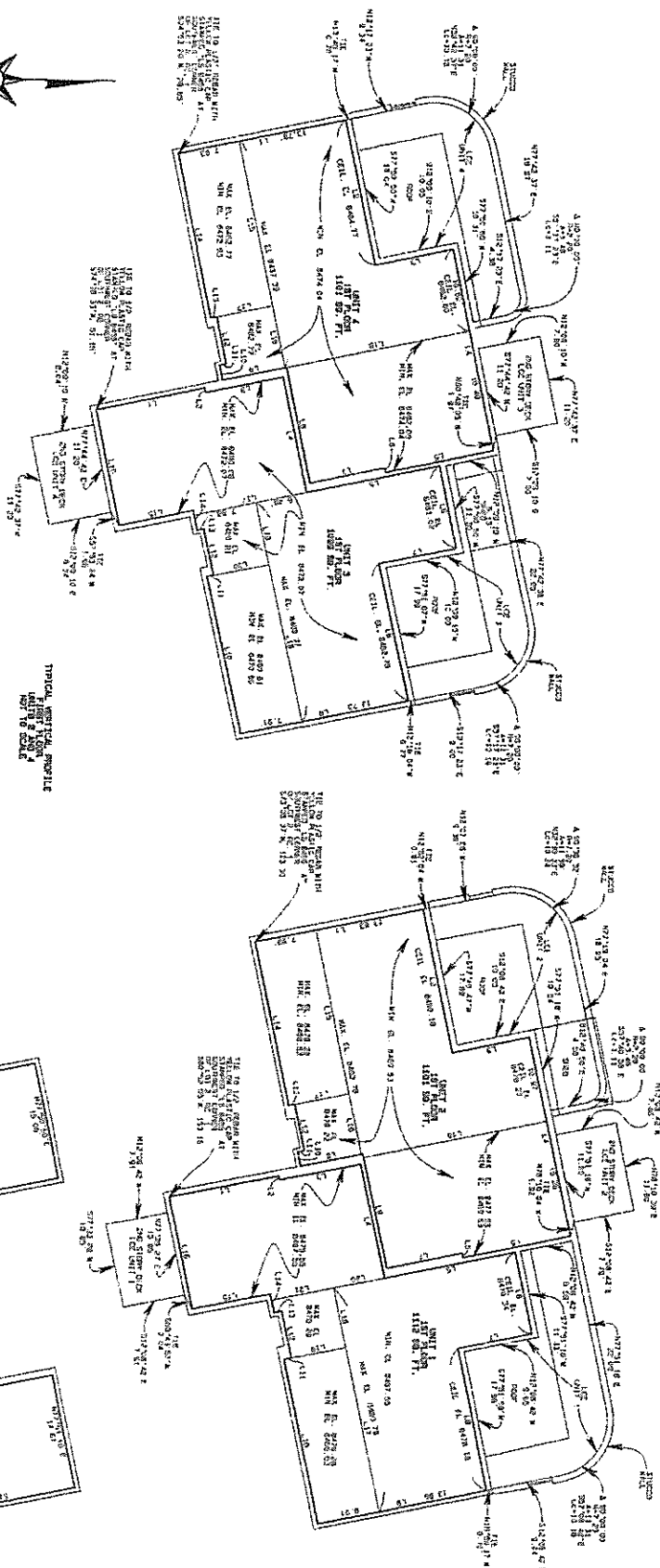
RECORD OWNERS: JOSEPH E. & CONVENTINE R. MAUTHERS, CHARLES F. & BELLE M. PASTER  
 LAMARSON, N. & VICTOR A. LEAH, RAND L. BARCKA

LOCATION: PROJECTED SECTION 18, T28N, R12E, N.M.P.M.

SUBDIVISION: NORRIS VALLEY LAND 3RD SUBDIVISION  
 U.P. C. 1: 088 181 028 187  
 088 181 028 185

- NOTES:
1. ALL ELEVATIONS ARE IN FEET UNLESS OTHERWISE NOTED.
  2. ALL ELEVATIONS ARE TO FINISH FLOOR UNLESS OTHERWISE NOTED.
  3. ALL ELEVATIONS ARE TO FINISH FLOOR UNLESS OTHERWISE NOTED.
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  7. ALL ELEVATIONS ARE TO FINISH FLOOR UNLESS OTHERWISE NOTED.

AMENDED CINCO GRANDE CONDOMINIUM  
 FLOOR PLANS AND PROFILES



LINE TABLE FOR UNIT 4

LINE	DESCRIPTION	ELEVATION
1	FINISH FLOOR	817.00
2	FINISH FLOOR	817.00
3	FINISH FLOOR	817.00
4	FINISH FLOOR	817.00
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30	FINISH FLOOR	817.00

LINE TABLE FOR UNIT 3

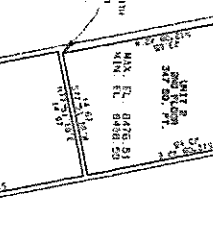
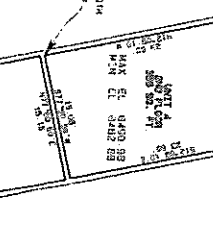
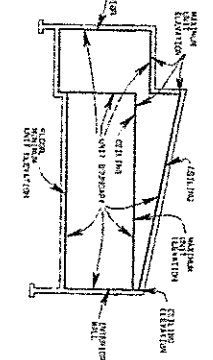
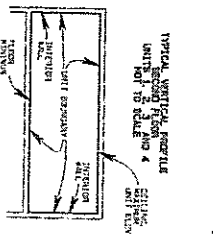
LINE	DESCRIPTION	ELEVATION
1	FINISH FLOOR	817.00
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LINE TABLE FOR UNIT 2

LINE	DESCRIPTION	ELEVATION
1	FINISH FLOOR	817.00
2	FINISH FLOOR	817.00
3	FINISH FLOOR	817.00
4	FINISH FLOOR	817.00
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LINE TABLE FOR UNIT 1

LINE	DESCRIPTION	ELEVATION
1	FINISH FLOOR	817.00
2	FINISH FLOOR	817.00
3	FINISH FLOOR	817.00
4	FINISH FLOOR	817.00
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29	FINISH FLOOR	817.00
30	FINISH FLOOR	817.00



### Amended Exhibit B

REC DATE: 09/26/07 REC TIME: 07:18 AM  
COLFAX COUNTY, NM RAYETTA M TRUJILLO-COUNTY CLERK DOC# 200704151  
PAGE: 11

### Revised Percentage Interests for All Units in Cinco Grande Condominium

Unit	Size (ft)	Percentage Interest
1	1482	25.33%
2	1448	24.75%
3	1465	25.04%
4	1456	24.88%
<b>Total</b>	<b>5851</b>	<b>100.00%</b>



AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS THAT JOSEPH E. MATTHEWS AND CATHERINE P. MATTHEWS BEING THE SOLE OWNERS AND PROPRIETORS OF CONDOMINIUM UNIT #1, KINGD GRANGE CONDOMINIUM, STATE OF NEW MEXICO, AND REVOCAVE PARCEL A, SHOWN HEREON, FOR USE AS A PUBLIC ROAD AND UTILITY EASEMENT TO THE VILLAGE OF ANGEL FIRE.

JOSEPH E. MATTHEWS }  
STATE OF } 53  
COUNTY OF }  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED AND SUBSCRIBED AND  
SHOWN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006  
BY JOSEPH E. MATTHEWS AND CATHERINE P. MATTHEWS  
MY COMMISSION EXPIRES \_\_\_\_\_

AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS THAT CHARLES F. BARTON AND BILLY M. BARTON BEING THE SOLE OWNERS AND PROPRIETORS OF CONDOMINIUM UNIT #1, KINGD GRANGE CONDOMINIUM, STATE OF NEW MEXICO, AND REVOCAVE PARCEL A, SHOWN HEREON, FOR USE AS A PUBLIC ROAD AND UTILITY EASEMENT TO THE VILLAGE OF ANGEL FIRE.

CHARLES F. BARTON }  
STATE OF } 53  
COUNTY OF }  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED AND SUBSCRIBED AND  
SHOWN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006  
BY CHARLES F. BARTON AND BILLY M. BARTON  
MY COMMISSION EXPIRES \_\_\_\_\_

AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS THAT KENO L. GARCIA BEING THE SOLE OWNER AND PROPRIETOR OF CONDOMINIUM UNIT #1, KINGD GRANGE CONDOMINIUM, STATE OF NEW MEXICO, AND REVOCAVE PARCEL A, SHOWN HEREON, FOR USE AS A PUBLIC ROAD AND UTILITY EASEMENT TO THE VILLAGE OF ANGEL FIRE.

KENO L. GARCIA }  
STATE OF } 53  
COUNTY OF }  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED AND SUBSCRIBED AND  
SHOWN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006  
BY KENO L. GARCIA  
MY COMMISSION EXPIRES \_\_\_\_\_

AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS THAT VILMAZ H. ANSORAK, TRUSTEE (TRUST A2), BEING THE SOLE OWNER AND PROPRIETOR OF CONDOMINIUM UNIT #1, KINGD GRANGE CONDOMINIUM, STATE OF NEW MEXICO, AND REVOCAVE PARCEL A, SHOWN HEREON, FOR USE AS A PUBLIC ROAD AND UTILITY EASEMENT TO THE VILLAGE OF ANGEL FIRE.

VILMAZ H. ANSORAK, TRUSTEE }  
STATE OF } 53  
COUNTY OF }  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED AND SUBSCRIBED AND  
SHOWN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2004  
BY VILMAZ H. ANSORAK, TRUSTEE  
MY COMMISSION EXPIRES \_\_\_\_\_

AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS THAT LAWRENCE R. LEAHY AND VICTOR A. LEAHY BEING THE SOLE OWNERS AND PROPRIETORS OF CONDOMINIUM UNIT #1, KINGD GRANGE CONDOMINIUM, STATE OF NEW MEXICO, AND REVOCAVE PARCEL A, SHOWN HEREON, FOR USE AS A PUBLIC ROAD AND UTILITY EASEMENT TO THE VILLAGE OF ANGEL FIRE.

LAWRENCE R. LEAHY }  
STATE OF } 53  
COUNTY OF }  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED AND SUBSCRIBED AND  
SHOWN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006  
BY LAWRENCE R. LEAHY AND VICTOR A. LEAHY  
MY COMMISSION EXPIRES \_\_\_\_\_

AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS THAT CLAY I. WATKINS AND BILLY C. WATKINS BEING THE SOLE OWNERS AND PROPRIETORS OF CONDOMINIUM UNIT #1, KINGD GRANGE CONDOMINIUM, STATE OF NEW MEXICO, AND REVOCAVE PARCEL A, SHOWN HEREON, FOR USE AS A PUBLIC ROAD AND UTILITY EASEMENT TO THE VILLAGE OF ANGEL FIRE.

CLAY I. WATKINS }  
STATE OF } 53  
COUNTY OF }  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED AND SUBSCRIBED AND  
SHOWN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2005  
BY CLAY I. WATKINS AND BILLY C. WATKINS  
MY COMMISSION EXPIRES \_\_\_\_\_

PLANNING AND ZONING COMMISSION APPROVAL

THE PLANNING AND ZONING COMMISSION OF ANGEL FIRE, NEW MEXICO HEREBY CERTIFY THAT THIS PLAN IS APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006

BY MICHAEL BYRLE, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF ANGEL FIRE

CANCL. APPROVAL

BE THE VILLAGE COUNCIL OF ANGEL FIRE, NEW MEXICO HEREBY CERTIFY THAT THIS PLAN IS APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006

BY L. CLAYTON WATSON OF THE VILLAGE OF ANGEL FIRE, NEW MEXICO

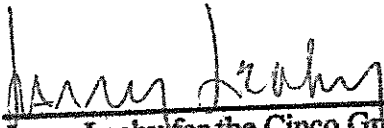
VILMAZ CLERK

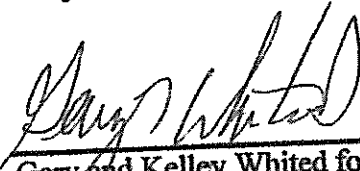
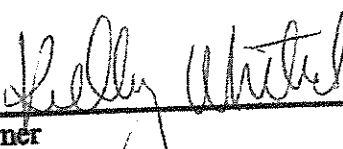
September 18, 2007

REG DATE: 09/25/07 REC TIME: 07:33 AM  
COLFAX COUNTY, NM RAYETTA M. TRUJILLO-COUNTY CLERK DOC# 200704158

Following is the agreement for access to water from the Cinco Grande Home Owner's Association (the Association) well by the owner of what once was Unit 5 in the Association and is additionally described as lot 1 Moreno Valley Land 3<sup>rd</sup> (the Owner);

1. This agreement is between the Association and the current and future owners of the above described property.
2. It is understood that the property is a part time residence and that the annual charge will be \$300, at such time as the property becomes a full time residence the annual charge will become \$600. At such time as the village raises their charge for water then the rate will be renegotiated. The annual payment is due in full on the first day of October each year.
3. It is understood that the water is to be used for residential purposes only.
4. The current owners understand and agree that they have no share in or rights to the well and water other than those described herein.
- 5 The Owner will have no responsibilities for the maintenance and repair of the well and agrees to hold the Association harmless during any periods during which water is not available due to repairs.
6. The Association is not responsible for the quality of the water.
7. The Village of Angel Fire may at some future date require either or both parties to hook up to the Village water system at the completion of said hookup this agreement is terminated.

  
 \_\_\_\_\_  
 Larry Leahy for the Cinco Grande Homeowner's Association 9-20-07  
date

   
 \_\_\_\_\_  
 Gary and Kelley White for the Owner 9-20-07  
date