SAN JUAN COUNTY COUNTY CLERK STATE OF NEW MEXICO

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San Juan County, NM Clerk FRAN HANHARDT

SAN JUAN COUNTY COUNTY CLERK STATE OF NEW MEXICO

SECOND AMENDED and SUPPLEMENT DECLARATION OF SAN JUAN COUNTRY CLUB ESTATES.

AMENDED DATE: May 21 2003

"THIS IS BEING RERECORDED TO AMEND EXHIBIT B & C AND TO CORRECT THE LEGAL DESCRIPTION."

THIS SECOND AMENDED DECLARATION and SUPPLEMENT, is made by SAN JUAN DEVELOPMENT CORPORATION, a New Mexico Corporation, successor in interest to SAN JUAN COUNTRY CLUB ESTATES, LTD., a New Mexico limited partnership, herein called the 'Declarant' and is consented to by the San Juan Country Club Estates Association, an incorporated Association and by the undersigned Owners comprising not less than 66 2/3% of the Owners:

PREAMBLE

The purpose and intent of this Second Amended Declaration and Supplement is

(1) to withdraw the Project from the provisions of the Building Unit Ownership Act of New Mexico [47-7-1 NMSA 1978];

(2) to describe and categorize the Project property as either (a) Phase One, (b) Future Development Area, or (c) Country Club Area;

(3) to provide for two or more Associations of Unit Owners one of which shall be San Juan Country Club Estates Association, Inc. (the Unit Owners Association for Phase One);

(4) to enable Declarant to reserve certain of the Development Rights permitted in this Declaration in conjunction with development of the Future Development Area; and

(5) to provide for the title of any property included in Common Area to be conveyed to the respective Unit Owners Associations.

WITNESSETH:

WHEREAS, Declarant is the successor in interest to the original owner of property described in Exhibit 'A' attached hereto and made a part hereof, and Declarant desires to establish and impose a general plan for the improvement, development, use and occupancy of said property and each and every part thereof, all of which shall be binding on and inure to the benefit of the owners and future owners of said lots, in order to enhance their value, desirability and attractiveness and to promote the sale thereof; and

WHEREAS, Declarant further desires to provide for maintenance of private streets, Common Areas and facilities for the use and benefit of the owners of Units and structures thereon and the future owners thereof;

WHEREAS, it is the desire and intention of the Declarant to convey said real property described on Exhibit 'A' by means of deeds substantially in the form attached hereto, marked Exhibit 'B' (hereinafter called 'Deed'), and to impose on said real property mutually beneficial restrictions under a general plan and scheme of improvement for the benefit of all said property, in accordance with this Second Amended Declaration and Supplement,

WHEREAS, it is the desire of the Declarant to dedicate the Common Area described in Exhibit C as General Common Area and to provide for the conveyance of the General Common Area to the Master Association when formed.

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NOW, THEREFORE, the Declarant hereby declares that all of the real property described above is held and shall be held, conveyed, and covered, leased, used, occupied and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said real property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the real property and every part thereof. All of the limitations, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof, and shall be for the benefit of each Owner of any portion of said real property, or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

ARTICLE I
DEFINITIONS

As used in this Declaration, the following definitions shall apply, unless the context otherwise requires.

(a) **Project**: All of the property described in Exhibit A and declared as part of this Declaration, including, but not limited to, Phase One, the Future Development Area, all Common Areas, and the Country Club Area.

(b) **Bylaws**: The bylaws for each Association of Unit Owners or the Master Association.

(c) **Association**: San Juan Country Club Estates Association, an incorporated Association, consisting of the owners of Units and structures, as may be admitted to Membership from time to time in accordance with the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association and any Future Development Association created in connection with any Future Development.

(d) **Unit or Residence Unit:** A physical portion of the Project which is designated for separate private ownership and occupancy and the boundaries of which are described in and determined by Plats and Replats and are designated as "Units" in "Areas"and sometimes in "Blocks" and are sometimes referred to as "Lots" in this Declaration to provide appropriate context.

(e) **Common Area:** All property (specifically including all streets and all improvement to streets within the San Juan Country Club Estates) designated as the General Common Area and Common Area on Plats and Replats as may be filed from time to time, owned by an Association for the common use and enjoyment of the Owners.

(f) **General Common Area:** That portion of the Common Area designated as General Common Area for use by Owners of Units in Phase One and in the Future Development Area, and for use by the Owners, lessees, guests, invitees and members, to gain access to the Country Club Area.

(g) **Owner**: Each person or entity, including Declarant, in whose name the fee title to a residence lot is vested. Each Owner is a member of its respective Development Association.

(h) **Architectural Control Committee**: means a committee established by each Development Association to approve all development activities of any nature within its respective Development Association Area.

(i) **Country Club** means San Juan Country Club.

(j) **Country Club Area** means that portion of the Project leased by San Juan Country Club and not designated as Phase One, Future Development Area, or Common Area. The Country Club Area includes, but is not limited to, those portions of the Project now used for the club house, pro shop, golf course, driving range, tennis courts, swimming pool, lakes, and maintenance buildings.

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(k) **Phase One** means that part of the Project consisting of Areas A, B, C, D, E, F, G, Q, R and S in Exhibit A together with the associated Common Areas.

(l) **Future Development Area** means that part of the Project consisting of Areas H-1, H-2, L, K, M, N, O, and P in Exhibit A together with any Common Areas that may be created in conjunction with the development of the Future Development Area.

(m) **Master Association** means an association that is to be created simultaneous to the formation of the second Association of Unit Owners. The Master Association shall be responsible for the governance and maintenance of any General Common Areas.

(n) **Member** means a member of an Association of Unit Owners; except in special cases regarding Declarant, a Member is entitled to cast the vote for its Unit in any matter coming before its respective Association of Unit Owners.

ARTICLE II
ASSOCIATION MEMBERSHIP

Each Owner by accepting a deed to a Unit automatically becomes a Member of its respective Association and agrees to be bound by all provisions contained in the Bylaws of the Association. By accepting a deed to a Unit, each Owner shall be deemed to have adopted said Bylaws. Declarant will convey the Common Area by quitclaim deed to the Association who shall accept and hold and maintain the Common Area pursuant to the terms of this Declaration and Bylaws of said Association. Each Owner of a Unit, shall by reason of his membership in the Association have the non-exclusive right to ingress and egress over and upon and the right to use the Common Area upon such terms and conditions contained in this Declaration and Bylaws of the Association.

ARTICLE III
OCCUPANCY AND USE OF
UNITS AND COMMON AREA

Section 1. **Residence Units**. Each Unit shall be used as a residence for single family and for no other purpose. A single family as used herein shall or may include the casual guests of such family, and the domestic employees or servants of such family. A residence built on two contiguous Units shall be considered as one Unit for purposes of voting and assessments.

Section 2. **Common Area**. There shall be no obstruction of the Common Area, nor shall anything be altered or constructed in or removed from or stored in the Common Area without the written consent of the Association.

Section 3. **Insurance**. Nothing shall be done or kept in any Unit or in the Common Area which will increase any applicable rate of insurance, without written consent of the Association. No Owner shall permit anything to be done or kept in or on a Unit or in the Common Area which will result in the cancellation of insurance on any residence lot or any part of the Common Area, or which would be in violation of any law. No waste will be committed in the Common Area.

Section 4. **Signs**. No signs of any kind shall be displayed to the public view on or from any Unit or the Common Area, without the prior consent of the Association; provided, however, that nothing herein shall be deemed to prohibit the display of signs not bigger than 600 square inches advertising any Unit for sale, for rent or for lease.

Section 5. **Nuisances.** No noxious or offensive activity shall be conducted in or on any Unit or in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners.

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Section 6. **Annoying Lights, Sounds, or Odors.** No lights shall be emitted from any Unit which are unreasonably bright or cause unreasonable glare; no sound shall be emitted from any Unit which is unreasonably loud or annoying; and no odor shall be emitted from any Unit which is noxious to others.

Section 7. **Excavations.** No excavation for stone, gravel, or earth shall be made on any Unit, except for walls, basements, or cellars of the buildings, provided, however, that the Declarant reserves the right at any time to excavate and grade on said tract or any lots thereof then owned by the Declarant and to remove material from or deposit material on said Units in connection with the work of laying out and improving the Project.

Section 8. **Movement of Buildings**. No building shall be moved from without to within, or from within to without, the subject lands or Units without approval of the respective Association.

Section 9. **No Temporary Dwellings**. No tent, shack, trailer, camper, bus, mobile home, automobile, truck, pickup, basement, or garage shall at any time be used on any Unit or the Common Area as a residence, temporarily or permanently, and no dwelling of a temporary character shall be permitted.

Section 10. **Animals**. No animals or poultry of any kind other than house pets shall be kept or maintained on the Unit or the Common Area. A house pet is defined as a pet that normally spends the night inside a residence or garage. The Association may adopt a stringent leash covenant requiring any pets to be kept on a leash while in the Common Area; and the Association may adopt appropriate penalties for violation.

Section 11. **Laundry**. No clothes, sheets, blankets or other articles shall be hung out to dry on any part of a Unit or the Common Area.

Section 12. **Parking of Vehicles, Campers, Motor Homes, Recreational Vehicles, Boats, and Trailers**. No vehicles shall be parked on platted roadways within the Project, except in designated parking areas. Abandoned or inoperable automobiles or vehicles of any kind, or sizeable parts thereof, except as hereinafter provided, shall not be stored or parked on any portion of the Project. "Abandoned or inoperable vehicle" shall be defined as any vehicle that does not have a current valid registration and/or cannot be operated under its own power. No campers, motor homes, recreational vehicles, boats, or trailers shall be parked or stored on any part of the Project except in a garage. All unsightly or oversized vehicles, snow removal equipment, lawn mowers, garden maintenance equipment, and any other equipment and machinery may be required by Declarant or the respective Association to be stored at a designated location or locations within the Project, or removed from the Project.

Section 13. **Storage**. No occupant or Owner shall store or permit to be stored upon his property such quantities of manure, composting materials and decaying vegetation matter in such large quantities as to constitute an injury to the person or property of any other Owner. No building material of any kind or character shall be placed or stored upon any Unit until the Owner is ready to commence improvements and all excess building materials must be removed from the Unit within a reasonable period of time after completion.

Section 14. **Destruction of Trees**. Except where necessary in the erection of a dwelling or a garage or for road approaches thereto, no trees presently growing on the Common Area shall be cut down or mutilated without the written consent of the Association.

Section 15. **Grounds Maintenance**. Before and after homes are built, the respective Association shall have the authority and duty to cause the grass, weeds and vegetation to be cut, trimmed or mowed at regular intervals so as to maintain same in a neat and attractive manner, and to have dead trees, shrubs and plants removed from any Unit, and the Owners of such properties shall be assessed by the respective Association to cover the cost of such work as provided in Article VI hereto.

Section 16. **Exterior Maintenance**. The exteriors of all buildings, structures and improvements shall be maintained in a neat and attractive condition by Owners. The respective Association shall have the right as

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hereinafter provided to maintain said exteriors if the Owners fail to do so and the Owners of each of said Units shall be assessed by the respective Association for the cost of said maintenance work as hereinafter provided.

Section 17. **Garbage and Refuse Disposal**. No trash, ashes, or other refuse or debris may be thrown, dumped, stored or accumulated on the Project. The burning of refuse out-of-doors shall not be permitted. No incinerators or other devices for the burning of refuse indoors shall be constructed, installed or used by any person except as approved by the respective Association. Waste materials, garbage, and trash shall be kept in sanitary containers and shall be enclosed and screened from public view and protected from disturbance and shall be disposed of with reasonable promptness. The Owner of any Unit shall keep the premises free of trash, refuse, and debris of any kind, whether the Unit is vacant or occupied.

Section 18. **Oil and Mining Operations**. No quarrying or mining operations of any kind shall be permitted upon or within 500 feet of the surface of any Unit in said tract nor shall tunnels, mineral excavations or shafts be permitted upon or within 500 feet of the surface of any Unit. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Unit. This section exempts and does not apply to any existing oil or gas well sites as they now exist.

Section 19. **Exterior Antennas Prohibited**. No outside radio or television antennas or other communication antennas or aerials of any kind shall be permitted on any Unit or Common Area, unless the Association shall approve or consent.

Section 20. **Rules**. Each Association shall have the power to adopt reasonable rules for the regulation of the occupancy and use of the Units and the Common Area, provided that such rules are approved by 66 2/3% of the voting power of the respective Association. Written copies of such rules and any schedule of fines and penalties adopted pursuant to Section 21 of this Article shall be furnished to Owners.

Section 21. **Fines.** Each Association shall have the power to adopt a schedule of reasonable fines and to suspend a Member's voting rights for violation of the terms of this Declaration, including the non-payment of assessments and fines, and for violations of any rules adopted pursuant to Section 20 of this Article, provided that such schedule is approved by 66 2/3% of the voting power of the respective Association, and provided further that no voting right shall be suspended without having first afforded the Owner affected a hearing before a meeting of the respective Association membership or the entire Board of the respective Association.

The Association shall assess such fines and penalties and shall enforce such assessments in the manner provided in Article VI and VIII below.

Section 22. **Party Walls**. Each wall which is built as part of the construction of homes upon common lot lines shall constitute a party wall.

The Owners of each of the aforesaid lots or Units shall have a right to use the party wall in common, and each shall have a mutual easement over the property of the other for the area of the party wall. The painting of the surface of each wall shall be the responsibility of the Owner on whose Unit the surface is located, provided that otherwise the cost of maintenance and repair of the wall, or rebuilding the wall in case of partial or total destruction, shall be borne equally by each Owner, and each Owner shall contribute its share of the cost. Notwithstanding the above, any Owner who by his negligent or willful act caused the wall to be damaged or destroyed shall bear the whole cost of damage or rebuilding. Whenever the wall or any part of it shall be rebuilt, it shall be erected on the same spot where it now stands and be of the same style and quality of construction. All the rights and obligations set forth in this paragraph shall be appurtenant to the Units and shall run with the land and be binding upon the grantees or successors of the Owners thereof, the burden being imposed on each Unit listed above for the benefit of the other Unit.

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ARTICLE IV
PRESERVATION OF THE CHARACTER OF THE PROJECT

Section 1. **Waiver of Partition and/or Subdivision**. There shall be no judicial partition and/or subdivision of the Common Area and/or any one or more Units; nor shall the Association sell, encumber or hypothecate the Common Area; nor shall Declarant or any person acquiring any interest in the Project or any part thereof seek any judicial partition and/or subdivision thereof; provided, however, that if any Unit shall be owned by two or more co-tenants as tenants-in-common or as joint tenants, nothing contained therein shall be deemed to prevent a judicial partition as between such co-tenants so long as such judicial partition does not result in any physical partition.

Section 2. **Severability**. No Owner, except Declarant in the proper exercise of a specific Development Right exercised pursuant to Article XIV, Section 3, shall in any way sever his Unit from his membership in the respective Association.

Section 3. **Use Restrictions**. The Common Area shall be preserved as open space and roads and used for recreational purposes and other purposes incidental and ancillary to the use of the Units, and the Common Area shall be continuously maintained pursuant to the terms of this Declaration for the exclusive use and benefit of the Units and the occupants thereof and such Owners of other Units as may from time to time be admitted to membership in the Association.

Section 4. **Building Restrictions**. No building or other substantial improvement which may in any way conflict with the uses set forth in this Declaration shall be constructed upon the Common Area.

ARTICLE V
ASSOCIATION

Section 1. **Powers and Duties**. Each Association shall perform each and every duty required of it by its respective Declaration and the Articles of Incorporation and Bylaws.

Section 2. **Enforcement**. Each Association shall have the duty to enforce the provisions of this Declaration, including the duty to seek to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs of any such action or other enforcement procedure.

Section 3. **Taxes**. Except to the extent separately assessed and charged to the Owners, each Association shall have the authority and duty to pay all taxes and assessments, if any, levied against the Common Area or Units within its Association.

Section 4. **Utilities**. To the extent possible all utilities such as electricity, water, telephone, television, trash pickup and like services shall be separately metered and/or charged to the Owners, but each Association shall have the authority and duty to pay for the utilities and utility services required for the Common Area and for the utilities and utility services for maintenance of the Units which are not separately charged to the Owners.

Section 5. **Improvements**. Each Association shall have the authority and power to construct, improve, repair, maintain and reconstruct any and all improvements on or over or under the Common Area not inconsistent with this Declaration, and appropriate for the use and benefit of the members of the respective Association, and to charge for the use thereof.

Section 6. **Exterior Maintenance, Interior Maintenance**. Each Association shall have the exclusive authority, right, power and duty to undertake painting, maintenance, repair of the improvements and all landscaping of the Common Area and such furnishings and equipment for the Common Area as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire

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the same except as expressly otherwise provided herein. Only an Association shall have the right to contract for such work which is the duty of the Association and the Owners shall have no right to contract for such work.

The Owner of each Unit shall be fully responsible at his sole cost and expense for all maintenance and repair other than that which is the duty of the Association as set forth in this Declaration; and the Owner shall be responsible for any structural repair, and all maintenance and repair of any and all internal walls, fixtures, and installations within the dwelling such as cabinets, shelves, windows, appliances, light fixtures, air conditioners, sanitary facilities, water heaters, air conditioning and garbage disposals. Replacement of any structure following partial or total destruction due to fire or other acts of God or Man shall be the responsibility of the Owner.

Section 7. **Miscellaneous**. Each Association shall have the authority and duty to acquire and pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay for pursuant to the terms of this Declaration and Bylaws or which in its opinion shall be necessary or proper for the operation of the Project or for the enforcement of the Declaration.

Section 8. **Maintenance of Dwellings**. Each Association shall have the power and duty to undertake the maintenance and repair of any Unit, if such maintenance or repair is reasonably necessary in the opinion of the Association to protect the Common Area or preserve the appearance and value of the Project, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Owner or Owners, provided that the Association shall levy a special assessment against the Unit of such Owner or Owners for the cost of said maintenance or repair.

ARTICLE VI
ASSESSMENTS

Section 1. **Maintenance Assessments.** The Association shall assess each Unit Owner, prorated on a Unit basis, for cost of maintenance and repair of the Common Area, for work on Units as provided in this Declaration, and for the costs of such other services, labor, materials, equipment and supplies and other items and things as the Association is empowered to acquire or retain.

Section 2. **Annual Assessments.** Each Association shall assess each Unit Owner, prorated on a Unit basis, for the estimated cost of maintenance and repair of the Common Area and for the costs of such other services, labor, materials, equipment and supplies and other items and things as the Association is empowered to acquire or retain. Annual assessments are payable monthly in advance, with the payment due on the first day of each month. An Owner may pay less frequently provided that payment for the entire period being paid is paid in advance. An Association may not, without the vote or written consent of a majority of the eligible votes of its Members, other than Declarant, impose an annual assessment which is more than 20% greater than the annual assessment for the immediately preceding year, provided that there was an annual assessment in the preceding year. The initial annual assessment for an Association must be approved by a majority vote of the Voting Power of the Association.

Section 3. **Determination of Annual Assessment.** Each Association, through its governing board, shall, in accordance with this Article VI separately estimate for each annual assessment period (1) those sums which will be required during the next annual assessment period for routine maintenance and repair (denominated 'current costs'), and (2) those sums which will be required beyond the next succeeding annual assessment period for major improvements and expenditures planned for after the next succeeding assessment period (denominated 'future costs'). Each respective Association shall assess each Owner for (1) Owner's proportionate share (based upon their Unit as a proportionate share of the total number of Units for assessment purposes) of the 'current costs' and (2) Owner's proportionate share of the 'future costs' determined to be payable during the next succeeding annual assessment period. The amounts so separately assessed and paid by Owner for 'current costs' and 'future costs' shall be segregated on the books of the Association. When estimating the annual assessment, the board may take into consideration any excess balances from prior years.

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Section 4. **Special Assessments.** Each Association may, from time to time, levy special assessments against each of its Units, prorated on a Unit basis, as may, in its judgment, be required for the purpose of defraying, in all or in part, the unbudgeted costs, fees, and expenses for any construction, repair, demolition, replacement, or maintenance of its respective Common Area. An Association may not, without the vote or written assent of a majority of the Voting Power of its members, other than Declarant, levy special assessments to defray the costs of any action or undertaking on behalf of the Association that in the aggregate exceed 25% of the budgeted gross expenses of the Association for the current annual assessment period.

Section 5. **Individual Assessments.** The Association shall levy individual assessments against individual Units for work on those Units as provided in this Declaration, for all fines to which its Owner is subject as a result of violation of the terms of this Declaration or any rules prescribed by an Association, and for any other liability, indebtedness or other obligation of the Owner to an Association arising under any provision of this Declaration or otherwise.

Section 6. **Costs and Interest.** In addition to the foregoing assessments, each Unit shall also be assessed from time to time, costs (including reasonable attorneys' fees) incurred in collecting the foregoing assessments and interest at the rate of 18% per year for the late payment of such assessments.

Section 7. **Payments.** The Association shall inform each Owner in writing of all assessments against its Unit. The annual assessment shall be payable in equal monthly installments in advance on the first day of each month of the year to which such assessment pertains or on such other basis as the Association may direct, and shall be considered late and subject to interest in accordance with Section 6 if payment is not received by the last day of the month for which the assessment was due. Special and individual assessments shall be payable in full on the first day of the first month next following the date on which the Owner is informed of such assessment, and are also subject to interest in accordance with Section 6 unless other provision is made therefore.

Section 8. **Debt a Personal Obligation of Assessments.** Every Owner, by acceptance of the Deed or other instrument of transfer of its Unit (whether or not it shall be so expressed in such Deed or other instrument of transfer) is deemed to personally covenant and agree, jointly and severally with every other Owner and with each respective Association, and hereby does so covenant and agree, to pay to the respective Association the (a) annual assessments, (b) special assessments, and (c) individual assessments applicable to its Unit; such assessments to be established and collected as hereinafter provided herein. No Owner may waive or otherwise escape personal liability for the payment of the assessments provided for herein by non-use of the Common Area or by abandonment or leasing of its Unit.

Section 9. **Use and Method of Assessment.** All assessments levied pursuant to this Article shall be used exclusively for the purpose of promoting the general welfare of the Owners including the purposes of maintaining the Common Area and for work on the Units as provided in this Declaration. The Association, through its board, shall levy assessments in the following manner: The Association may not, without the vote or written consent of a majority of the voting power of its members other than Declarant, impose a regular annual assessment which is more than 20% greater than the regular assessment for the immediately preceding year. Proper uses of the assessments levied by an Association shall include, but are not limited to, the expenditure of funds for taxes, fees, expenses, charges, levies, premiums, or other costs of the Association.

ARTICLE VII
OWNERSHIP OF COMMON AREA

Section 1. **Ownership and Conveyance of Common Area.** Each Association shall own the Common Areas appurtenant to it and the Master Association shall own any General Common Area. Declarant shall convey ownership of the Common Areas shown on Exhibit C as "Phase One Common Area" to the Phase One Association (San Juan Country Club Estates Association, Inc.) upon the adoption and recording of this Second Amended Declaration and Supplement. Ownership of Future Development Association Common Areas shall be conveyed to such Association immediately prior to the first Unit of such Association being conveyed. Ownership

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of the initial General Common Area shall be conveyed from the San Juan Country Club Estates Association, Inc. to the Master Association as soon as the Master Association has been incorporated.

Section 2. Subject to the limitations and restrictions set forth in this Section, the Declarant does hereby grant, establish, remise, release, sell, convey, quitclaim and dedicate unto each respective Association, its successors and assigns, for the use of the Owners of Units within the Project, their occupants, and the tenants, employees, agents and invitees of the Owners or occupants, the following perpetual nonexclusive easements over, across and upon the Common Areas:

a. **Easements for Maintenance of Common Improvements**. A perpetual nonexclusive easement for ingress, egress, installation, repair, replacement, maintenance and operation of the Common Area, which easement may be utilized by the respective Association, its agents, servants, employees and independent contractors;

b. **Recorded Easements.** In addition to all easements and rights-of-way of record at or before the recording of this Amended and Restated Declaration, the Project, and all portions thereof, shall be subject to the easements as shown on any existing recorded Plat affecting the Project, or any portion thereof; and any future plat or replat affecting the Phase Onemust be approved by the Phase OneAssociation.

c. **Easements Deemed Created.** All conveyances of Lots hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article even though no specific reference to such easement or to this Article appears in the instrument of conveyance;

Section 3. **Owner's Right of Enjoyment**. Every Owner shall have a right and easement of enjoyment in and to the Common Areas of its respective Association and the General Common Areas, which right and easement shall be appurtenant to and shall pass with title to every Lot. An Owner may delegate its right and easement of enjoyment in the Common Areas to its employees, tenants, invitees, lessees and guests, provided that the use of the Common Areas shall be subject to such reasonable rules and regulations as shall be adopted by the respective Association from time to time.

Section 4. **Limitation on Use of Common Areas and Easements**. An Owner's right and easement of enjoyment in the Common Areas shall not be exercised in any manner which substantially interferes with the purpose for which the Common Areas are provided or with the right and easement of any other Owner with respect thereto and shall be subject to the following:

a. The right of any governmental or quasi-governmental body having jurisdiction over the Project to have access and rights of ingress and egress over and across any private drives, parking areas, walkways or other open areas contained within the Project for the purpose of providing police and fire protection and providing any other governmental or municipal service;

b. The right of an Association to dedicate or transfer all or any part of its Common Areas to any public entity in furtherance of the purposes of this Declaration. Upon dedication or transfer of any Common Areas under this paragraph, the provisions of this Declaration relating to the maintenance thereof shall terminate to the extent the public entity assumes such maintenance. No such dedication or transfer shall be effective until an instrument agreeing to such transfer or dedication has been signed by 66 2/3% of the Owners of Units within the respective Association;

c. The right of an Association to grant such utility and right-of-way easements as may be necessary or convenient to the Project and/or the development of any portion thereof;

d. The right of an Association to charge reasonable fees and assessments for maintenance of the Common Areas as provided herein; and

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e. The right of an Association to adopt such reasonable rules, regulations and fines as may be necessary to regulate and govern the Common Areas.

Section 5. **Governance of the General Common Area.** Until such time as the second Association elects its first Board of Directors, the board of the Master Association shall consist of two members appointed by the Phase One Association and one member appointed by the Declarant. After a Board has been elected by the Members of the second Association, the Master Association Board shall consist of five (5) members; the board of each Association of Unit Owners shall appoint two members each and the Declarant shall appoint one member.

ARTICLE VIII
LIENS

Section 1. **General.** The amount of any assessment, plus any other charges thereon, such as interest, legal or other costs and fines, as may be provided for in this Declaration, shall be and become a lien upon the Unit assessed when the Association causes to be recorded with the County Clerk of San Juan County, New Mexico, a notice of assessment, which shall state the amount of such assessments and such other charges as may be authorized by this Declaration, a description of the Unit against which the same have been assessed, and the name of the record Owner thereof. Such notice shall be signed by an authorized representative of the respective Association.

Section 2. **Foreclosure.** Such lien may be foreclosed in the same manner as provided for the foreclosure of mortgages as provided by New Mexico law applicable to the foreclosure of mortgages, or in any other manner permitted by law. An Association shall have power to bid on the property at foreclosure sale and to hold, lease, mortgage and convey the same.

ARTICLE IX
INSURANCE

Section 1. **General.** Each Association shall have the duty to purchase, carry and at all time to maintain in force, insurance covering its respective Common Area, the interest of the Association and of all Owners and their mortgagees, as their interest may appear, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use to the property being insured. Such insurance shall include, but need not be limited to:

(a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in the amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the insurance carrier.

(b) Public liability and property damage insurance on a broad form basis, including insurance against vandalism and malicious mischief.

(c) A fidelity bond or bonds for all employees of the Association having control over the receipt or disbursement of funds in such penal sums as shall be determined by the Association in accordance with its Bylaws.

(d) Workmen's Compensation insurance to the extent necessary to comply with all applicable laws.

Section 2. **Application for Proceeds.** The payment and the application of the insurance proceeds, if any, from any policy obtained by an Association pursuant to Section 1 hereof, or from any loss payable endorsement, shall be as follows:

(a) For damage to or destruction affecting the Common Area, all insurance proceeds shall be paid to a bank (hereinafter referred to as the 'Insurance Trustee') designated by the Association to be held

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in trust for the benefit of the Owners, their mortgagees or the Association, as their interests may appear; provided, however, that proceeds of $1,000.00 or less shall be paid to the Association to be used by it for repair or reconstruction of the damage or destruction to which such proceeds relate. Each Association is authorized on behalf of the Owners, subject to the provisions of Article X, Section 4, to enter into such agreement with the Insurance Trustee relating to the powers and duties of said Trustee as the Association may approve. Said Trustee may apply any proceeds to the repair or reconstruction of the damage or destruction to which the proceeds relate.

(b) In any case in which proceeds of insurance exceed the costs of repair or reconstruction on account of damage or destruction to which such proceeds relate, the excess shall be turned over to or retained by the Association and shall be used by each respective Association to operate and maintain the Project in accordance with its duties.

ARTICLE X
REPAIR AND RESTORATION

Section 1. **General**. Notwithstanding the provision for insurance in Article IX, each Association and the Owners are under the obligation of maintenance, repair and restoration set forth as follows; provided, however, that all expenses to the extent covered by insurance shall be paid from such insurance proceeds.

Section 2. **Owners**. The Owner of each Unit shall at his expense maintain, and in the case of damage or destruction shall repair or restore, his residence except for repairs which are the duty of the Association pursuant to Article V, Section 7. All such repair or restoration shall be done substantially in accordance with the original plans and specifications, or in accordance with any modification thereof as approved by each respective Association.

Section 3. **The Associations** Each Association shall have the obligation to maintain at its expense, and in case of damage or destruction shall repair or restore at its expense, the Common Area and all improvements thereon and on Units as provided in this Declaration. However, if it can be conclusively determined that an Owner has caused the damage or destruction to the Common Area or to other Units, then the Owner shall be responsible for the cost of repair or restoration.

Section 4. **Election Not to Build**. If all or any portion of the Common Area is damaged or destroyed by fire or other casualty and the damage exceeds the available insurance proceeds initially offered or paid by the insurer by the sum of Five Thousand Dollars ($5,000.00) or more, then the Board for that Association shall obtain firm bids (including an obligation to obtain a performance bond) from two or more responsible contractors to rebuild the Project in accordance with its original plans and specifications and shall, as soon as possible thereafter, call a special meeting of the Owners to consider such bids. If the Board fails to do so within sixty (60) days after the casualty occurs, any Owner may obtain such bids, and call and conduct such meeting as herein provided (failure to call such meeting, or to repair such casualty damage, within twelve (12) months from the date such damage occurred shall be deemed for all purposes a decision not to rebuild said Project). At such meeting, the Owners may by 66 2/3% vote elect to reject all of such bids and thus not to rebuild. Failure to reject all bids shall authorize the Board to accept the unrejected bid it considers most favorable.

If a bid is to be accepted, the Board shall levy a special assessment in proportion to the interest of each Owner in the pro-rata interest in its Association, to make up any deficiency between the total insurance proceeds and the contract price for such repair or rebuilding, and such assessment and all insurance proceeds whether or not subject to liens of mortgagees, shall be paid to said insurance trustee to be used for such rebuilding. If any Owner shall fail to pay the special assessment within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the maintenance fund; provided, however, that payment from the maintenance fund will in no way relieve an Owner from his obligation to pay said special assessment. Upon payment, the Board shall let the contract to the successful bidder.

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Section 5. **Apportionment of Expenses**. If two or more Owners cannot agree on the apportionment of expenses of repair, they shall be conclusively apportioned by the appropriate Association.

Section 6. **Liens**. If the Association undertakes any work which Section 2 hereof requires an Owner to undertake, the Association shall assess the Unit of the Owner for such work and shall so inform the Owner thereof in writing; provided, however, that the assessment shall be reduced by the amount of any insurance proceeds paid to the Association as a result of destruction to the residence or landscaping on the residence lot involved. Such assessment shall be a lien upon the Unit of the Owner and may be foreclosed, as set forth in Articles VI and VII hereof.

Section 7. **Approval of Plans**. No exterior of any structure shall be painted or repainted or altered or repaired by the Owner or its respective Association or otherwise in a color or manner that would result in an appearance other than the appearance originally approved by the Architectural Control Committee, until complete plans and specifications for the work, including color schemes, shall have been approved by the Architectural Control Committee on behalf of the respective Association.

Section 8. **Waiver of Approval**. Approval by an Association of any plan or specification shall not prevent the Association from withholding its approval of an identical plan or specification, or part thereof, when subsequently or additionally submitted for approval by the same or any other Owner.

Section 9. **Non-Liability**. Approval by an Association of any plan or specification submitted to it for approval shall not cause the Association or its members to be liable in any way to any person.

ARTICLE XI
EASEMENTS

Section 1. **Encroachments**. There is reserved for the benefit of each Unit an easement of maintenance, repair and use to which the entire Project shall be subject for any and all encroachments resulting from roof overhangs and any other causes attributable to the design and construction of improvements on each residence lot and any and all encroachments resulting from construction errors, lateral shifting or settlement or any other cause and any and all encroachments resulting from construction of sewer, water and electrical lines and other utilities.

Section 2. **Ingress, Egress and Support**. An easement for ingress and egress and support through the Common Area of each respective Phase of Development is appurtenant to each Unit and is also given to each respective Association and the Common Area is subject to such easements. Each Association is given an easement for ingress and egress on each Unit for the purpose of doing work on Units within its Association as provided in this Declaration.

Section 3. **Utilities**. There is reserved an easement over, under and through each Unit and the Common Area for installation, maintenance and repair of each and every utility service, including but not limited to garbage, sewage, water, gas, electricity, telephone, and television cable service. Such easements reserved shall not be public, unless consented to in writing by the respective Association, but shall be for the exclusive use of the property described in Exhibit 'A', and may be used by the City of Farmington and the respective servicing utilities fully and adequately for the said premises, and solely for such premises.

Section 4. **Easement**. In the event that there shall be located within any Unit pipes, vents, outlets, wires, or other structures serving more than one Unit, the Owner of each Unit so served shall have and enjoy a perpetual easement to the maintenance, repair and use of any such pipe, vent, outlet or other structure.

ARTICLE XII
ARCHITECTURAL CONTROL

Section 1. **Architectural Control Committee**. Each Association of Unit Owners shall have an Architectural Control Committee whose duty and authority shall be to insure that no construction of residences,

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buildings, fences, walls, landscaping or any other structures shall be commenced, erected, altered or placed on any Unit or Common Area, nor shall any exterior additions of any kind, repairs, modifications, changes, or alterations therein be made, including fences and signs until the building plans, specifications and plot plans showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the respective Architectural Control Committee. Each Committee representing an Association of Unit Owners shall be composed of not less than three (3) and not more than five (5) members. Members of the Committee for the Phase One Association shall be chosen in a manner to be determined by the Board of the Phase One Association. Members of the Committee for any Future Development Association shall be chosen in a manner to be determined by Declarant until such time as the Members of the Future Development Association elect their first Board. Thereafter, the Committee Members shall be chosen in a manner to be determined by the Board. The term of all members shall be for a period of one (1) year or until replaced by the appointing authority. The Board of the Master Association shall function as the Architectural Control Committee for any construction occurring on General Common Area.

Section 2. **Duties of Committee**. The duties of the Committee shall be to approve all development activities of any nature within the Association areas including initial construction of Units and Common Areas and thereafter any and all repairs, modifications, alterations, additions of any kind to the existing improvements including but not limited to all Units, fences, signs, landscaping, and Common Areas. It shall be the responsibility of the Developer or Owner to submit complete plans and specifications to the committee showing all details including dimensions, shape, color, materials, and location of any construction, repairs, modifications, alterations or additions prior to commencement. In the event the Committee fails to approve or disapprove such plans or specifications within thirty (30) days after such submission, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE XIII
TERM

Section 1. This Declaration shall exist and be binding for a period of twenty (20) years from the date hereof; provided, however, that these covenants or any provisions hereof may be terminated, extended, modified, or amended as to the whole of this Project or any portion thereof, with the written consent of holders of 66 2/3% of the total votes that can be cast by Association members, such termination, extension, modification, or amendment shall be effective when an instrument signed by the required number of Owners is recorded in the office of the County Clerk of San Juan County, New Mexico. The term of this Declaration shall be automatically extended for successive ten (10) year periods following the original twenty (20) year period, unless a notice of termination is executed by holders of 66 2/3% of the total votes that can be cast by the Association members. No such termination, extension, modification, or amendment shall be effective until a proper instrument has been executed and acknowledged and recorded in the offices of the County Clerk of San Juan County, New Mexico.

ARTICLE XIV
RESERVATION TO ENLARGE

Section 1. Declarant, for itself and its successors and assigns expressly reserves the right to further enlarge this Declaration by submitting additional real property and other improvements to this Declaration. Such additions to this Declaration shall be expressed in and by a duly recorded supplement to this Declaration and by supplement to the description of the property described in Exhibit 'A'. The consent of the existing Unit Owners or Mortgagees shall not be required for any such expansion, and Declarant may proceed with such expansion without limitation, at its sole option.

Section 2. Any supplements to this Declaration shall be effective upon the recordation thereof and shall be construed and shall be effective in the same manner and to the same extent as though made an original part of this Declaration.

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Section 3. **Reservation of Development Rights.**

a. Declarant reserves the right to develop all or any portion of the Future Development Area (and any land added to this Project in accordance with Section 1) by recording a document evidencing such determination in the office of the County Clerk. The Future Development Area property so declared shall be referred to as "the Development Property." Any Future Development Area property not included in the filing to be developed shall, nevertheless, be subject to whatever easements, if any, are reasonably necessary for access to or operation of the Project. Declarant also reserves any reasonably necessary easements over, under, across or through the One Common Areas for access to or operation of the Project provided that Phase One Common Areas are restored to their prior or better condition. The Phase One Association shall be compensated by the Declarant and/or a separate Association for their pro rata share of the maintenance cost of any General Common Area. Declarant shall prepare and record in the office of the County Clerk whatever documents are necessary to evidence such easements;

b. Declarant reserves the right to create Units and Common Areas, to subdivide, and to vacate Units within any declared Development Property. Declarant also reserves any reasonably necessary easements over, under, across or through the Phase One Common Areas for access to or operation of the Project except that Declarant shall not have the right to create or build any additional streets or roadways within Phase One without the consent of 66 2/3% of the Members of the Phase One Association. Declarant shall prepare and record in the office of the County Clerk whatever documents are necessary to evidence such easements.

c. Any Units or Common Areas created as part of declared development property within the Future Development Area shall be subject to the provisions of this Declaration;

d. Declarant reserves the right to create a separate Association of Unit Owners for each portion of the Future Development Area separately declared as development property and each such separate Association shall have its own Articles of Incorporation, Bylaws, Rules and Fines, and Restrictive Covenants and shall determine for itself any assessments to be levied against its Members. These Restrictive Covenants shall not be less restrictive and shall be consistent with the Restrictive Covenants currently recorded for Phase One. Any assessments to be assessed on a prorated basis shall be done based on the number of Units in the separate Association;

e. Declarant reserves the right not to be subject to assessments for Development Property Common Area expenses until 85% of the Units are sold;

f. Declarant reserves the right to act as the governing board of any new Association of Unit Owners until at least 50% of the Units have been sold;

g. Declarant shall, contemporaneously with any supplement to this Declaration, file a supplement to the Plat showing the development property and the Units and Common Areas created within the development property;

h. Recording of supplements to the Declaration in the office of the County Clerk shall not alter the interest each Phase One Association Unit Owner has in the use of the Phase One Common Area.

ARTICLE XV
MORTGAGEE PROTECTION

Section 1. **Introduction**. This Article establishes certain standards and covenants that are for the benefit of the holders, insurers, and guarantors of certain security interests. This Article is supplemental to, and not in substitution for, any other provisions of the Declaration, but in the case of conflict, this Article shall control.

Section 2. **Notice**. Each mortgagee, upon written request to an Association, shall be entitled to receive copies of budgets, notices of assessments or any other notices or statements provided under this Declaration by an Association to a Unit Owner covered by a mortgage security interest.

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Section 3. **Form of Request**. The request of a mortgagee shall specify which item it desires to receive and shall indicate the address to which any such notice or document shall be sent. Failure of an Association to provide any of the foregoing to a mortgagee who has made a proper request shall not affect the validity of any action that is related to any of the foregoing. An Association need not inquire into the validity of any request made by a mortgagee, and, in the event of multiple requests from purported holders of the same interest, the Association shall honor the most recent request.

ARTICLE XVI
MISCELLANEOUS

Section 1. **Acceptance of Provisions by Grantees**. Each Association and each grantee hereafter of any part or portion of or interest in the Project, and any purchaser under any grant or contract of sale, or any lessee under any lease covering any part or portion of or interest in the Project, accepts the same subject to all of the restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction, rights and powers of the respective Association and Declarant provided for in this Declaration.

Section 2. **Conclusiveness of Records**. A certificate of the Board of Directors of each Association, shall be conclusive proof of all matters contained in the certificate when the certificate shall relate to acts or non-acts of the Association, its Board of Directors, or any committee or agent of the respective Association, and when the certificate shall be prepared for or delivered to any title insurer or land abstractor for use in a search, in preparing an abstract or in insuring title in any residence lot or other interest therein, or lien thereupon. For the same purpose a certificate of any officer of Declarant shall be conclusive proof of its contents.

Section 3. **Interpretation of Restrictions**. In interpreting and applying the provisions of this Declaration they shall be held to be minimum requirements adopted for the promotion of the general welfare of the Owners and occupants of the property affected by this Declaration. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued or which may be adopted or issued pursuant to law relating to the use of buildings or premises; nor is it the intent of this Declaration to interfere with or abrogate or annul easements, covenants or other agreements between parties; provided, however, that where this Declaration imposes a greater restriction upon the use of occupancy of any residence lot, or upon the construction of buildings or structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such easements, covenants and agreements, then in that case the provisions of this Declaration shall control.

Section 4. **Construction and Validity of Restrictions**. All of the restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together; but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, is invalid or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation, lien or charge, or any part thereof, shall be thereby affected or impaired.

Section 5. **Assignment of Powers**. Any and all rights, and powers of Declarant provided for in this Declaration, and any modification or amendment hereof, may be delegated, transferred, assigned, conveyed or released by Declarant to the respective Association, and the Association shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated herein.

Section 6. **Waiver and Exemptions**. The failure by an Association or of Declarant or of any Owner of any Unit included in the Project, or any other person, to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said Unit ownership or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

Section 7. **Taxation**. Each Unit shall be deemed a parcel and each Owner shall be assessed and taxed based upon his individual residential Unit. Each Unit Owner shall also pay his pro rata share of any assessment

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and tax of any Common Area and interests. A residential Unit shall be considered for all purposes as one Unit even if a dwelling is located on more than one Unit.

Section 8. **Titles**. All titles used in this Declaration including those of articles, sections and subsections, are intended solely for convenience of reference, and the same shall not, nor shall any of them affect that which is set forth in such article, section or subsection nor any of the terms or provisions of this Declaration nor the meaning thereof.

Section 9. **Amendment**. This Declaration may be amended by vote taken or consent given of not less that 66 2/3% of the owners. Any amendment shall be binding upon every Owner and every Unit whether the burdens thereon are increased or decreased thereby, and whether the Owner of each and every Unit consents thereto or not. This Second Amended Declaration and Supplement is substitution for any previous Declaration, and in the case of conflict of any provision, this Second Amended Declaration and Supplement shall control.

Section 10. **Indemnification.** To the full extent permitted by law, each officer and member of the Board of each Association and each member of an Architectural Control Committee shall be and are hereby indemnified by the Unit Owners and the Association against all expenses and liabilities, including attorneys fees, reasonably incurred or imposed upon them in any proceeding to which they may be a party, or in which they may be involved, by reason of their being or having been an officer, Committee member or member of the Board, or any settlement thereof, whether or not they are an officer, Committee member or member of the Board at the time such expenses are incurred, except in cases where such officer, Committee member or member of the Board is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association.

Section 11. **Notice.** Notice of matters affecting the Project may be given to Unit Owners by the Association, or by other Unit Owners, in the following manner: Notice shall be hand delivered or sent by United States, first class, registered or certified mail as selected by the Association or person giving notice, with postage prepaid, to the mailing address for each Unit or to any other mailing address designated in writing by the Unit Owner. Such notice shall be deemed received on the earlier of the date actually received by the Unit Owner or three (3) days after being properly deposited in the United States mail. Receipt by any Unit Owner shall be deemed a receipt by all of the Unit Owners for that Unit.

IN WITNESS WHEREOF, the undersigned has caused this Second and Supplemental Amended Declaration to be executed as of the day and year first above written.

DECLARANT

SAN JUAN DEVELOPMENT CORPORATION
a New Mexico Corporation

By: _____

Its _____

MARIANNE KECK-LOPEZ NOTARY PUBLIC STATE OF NEW MEXICO

Subscribed and sworn to me on this 8th day of October, 2003
Marianne Keck Lopez
My commission expires Sept. 24, 2005

STATE OF NEW MEXICO)
) ss.
COUNTY OF SAN JUAN)

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SAN JUAN COUNTRY CLUB ESTATES
EXHIBIT "A"

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A tract of land situated in the Southeast Quarter of the Southwest Quarter (SE¼ SW¼) of Section 20, the North One Half of the Northwest Quarter (N½ NW¼), and the Southwest Quarter of the Northwest Quarter (SW¼ NW¼) and the West One Half of the Southwest Quarter (W½ SW¼) of Section 29, and the East One Half of the Northeast Quarter (E½ NE¼) and the East One Half of the Southeast Quarter (E½ SE¼) of Section 30, all in T30N, R12W, N.M.P.M., San Juan County, New Mexico, being more particularly described as follows:

BEGINNING at the Southeast Corner of Section 30, common to the Southwest Corner of Section 29;

THENCE: N89°40'25"W for a distance of 880.33 feet, more or less, to the easterly boundary of the Briarwood Terrace Subdivision;
THENCE: N20°12'41"W for a distance of 1240.58 feet to a point on the east line of the Lee Max Terrace Subdivision;
THENCE: N00°26'51"E for a distance of 1481.89 feet along the east line of the Lee Max Terrace Subdivision;
THENCE: N00°15'59"E for a distance of 1237.60 feet along the east line of Cedarwood Acres Subdivision, Golf Estates, and French Estates;
THENCE: S89°56'46"E for a distance of 824.86 feet;
THENCE: N00°20'01"E for a distance of 300.00 feet;
THENCE: S89°57'59"E for a distance of 275.19 feet;
THENCE: N00°20'01"E for a distance of 1096.82 feet to a point on the north line of Section 30, also the south right-of-way line of Rinconda;
THENCE: S89°55'52"E for a distance of 204.80 feet to the Northeast Corner of Section 30 common to the Northwest Corner of Section 29;
THENCE: S89°14'37"E for a distance of 1344.54 feet along the north line of Section 29;
THENCE: N01°55'20"E for a distance of 1319.40 feet along the west line of the SE¼ SW¼ of Section 20;
THENCE: S89°02'29"E for a distance of 1319.47 feet along the north line of the SE¼ SW¼;
THENCE: S00°49'32"W for a distance of 1313.58 feet to the South Quarter Corner of Section 20, common to the North Quarter Corner of Section 29;
THENCE: S01°30'22"W for a distance of 659.42 feet;
THENCE: N88°29'38"W for a distance of 40.00 feet;
THENCE: S01°30'22"W for a distance of 659.44 feet;
THENCE: N88°31'12"W for a distance of 1284.79 feet along the south line of the N½ NW¼;
THENCE: S00°57'48"W for a distance of 1334.88 feet to the Southeast Corner of the SW¼ NW¼ of Section 29, also the Northeast Corner of the Country Club Manor Subdivision;
THENCE: N89°00'28"W for a distance of 765.36 feet;
THENCE: S00°52'32"W for a distance of 290.00 feet;
THENCE: N88°56'28"W for a distance of 150.00 feet;
THENCE: S44°54'36"W for a distance of 119.89 feet;
THENCE: S30°14'32"W for a distance of 178.31 feet;
THENCE: S02°44'49"E for a distance of 1461.39 feet along the western boundary of Fairway Drive;
THENCE: S11°25'40"E for a distance of 67.23 feet;
THENCE: S32°46'02"E for a distance of 107.95 feet along the west line of Replat "A" of the Sisk Subdivision;
THENCE: S18°10'14"E for a distance of 152.84 feet to a point on the north line of Replat "B" of the Sisk Subdivision;
THENCE: S77°07'46"W for a distance of 432.29 feet;
THENCE: S00°38'18"W for a distance of 260.00 feet to the Southwest Corner of Section 29, common to the Southeast Corner of Section 30 and back to the point of beginning of said tract, containing 297.22 acres, more or less.

Exhibit A

San Juan Country Club Estates, Phase One
Areas A, B, C, D, E, F, G, Q, R, and S
Recorded May 18, 1982

Amended San Juan Country Club Estates, Phase One
Areas A, B, C, D, F, G, Q, R and S
Recorded September 15, 1982

And the following replats to Phase One

Area	Replat	Date
A	A	5-16-97
A	B	5-23-97
B	A	11-10-93
B	B	9-13-00
B	C	12-5-01
C	A	9-13-96
C	B	9-28-00
C	C	12-15-01
E	A	9-16-92
E	B	10-25-01
F	A	9-26-01
F	B	9-10-02
G	A	6-4-93
G	B	5-6-94
G	C	9-13-00
G	D	3-19-97
G	E	3-18-98
G	G	9-13-00
G	H	12-15-01
Q	A	8-18-00
Q	B	12-5-01
R	1	9-29-83
R	2	6-4-93
R	C	8-18-00
S	A	12-15-01

Supplement to San Juan Country Club Estates
Per the Following Warranty Deeds Recorded on 11-17-81

Tract H-1	Book 924, Page 551
Area H-2	Book 924, Page 551
Tract K	Book 924, Page 552
Tract L	Book 924, Page 553
Tract M	Book 924, Page 554
Tract N	Book 924, Page 555
Tract O	Book, 924, Page 556
Tract P	Book 924, Page 557

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Exhibit B
SAMPLE
WARRANTY DEED

SAN JUAN DEVELOPMENT CORPORATION, A NEW MEXICO CORPORATION, for consideration paid, grants to

_____, whose

address is _____.

the following described real estate in San Juan County, New Mexico:

Unit/Lot _____, of San Juan Country Club Estates, Phase _____, according to the Plat thereof filed for record on _____, Map File No. _____, and as established by the Declaration of San Juan Country Club Estates recorded in book 936, page 45 and in book 936, page 387 and the Second Amended and Supplement Declaration of San Juan Country Club Estates, as recorded in Book 1374, page 960, and re-recorded in Book _____, page _____of the Records of San Juan County, New Mexico.

Reserving to the Grantor all oil, gas and other minerals, and water rights.

SUBJECT TO: Patents, Reservations, Declarations, Restrictive Covenants, and Taxes for the current year and all years thereafter.
SUBJECT TO: Prior reservations of oil, gas and other minerals; and
SUBJECT TO : Any easements of record or in place

with warranty covenants.

Witness its hand and seal this _____ day of _____, 20___.

SAN JUAN DEVELOPMENT CORPORATION

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO)
) ss.
COUNTY OF SAN JUAN)
This instrument was acknowledged by me on _____, 20___,

by

My commission expires:
(Seal)

_____
NOTARY PUBLIC

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO)
) ss.
COUNTY OF SAN JUAN)
This instrument was acknowledged by me on _____, 20___,

by _____, as _____ of
(NAME OF OFFICER) (TITLE OF OFFICER)

SAN JUAN DEVELOPMENT CORPORATION, a NEW MEXICO corporation, on behalf of said corporation

My commission expires:
(Seal)

_____
NOTARY PUBLIC

200405924 04/08/2004 09:20A
19of37 B1385 P280 R 81.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

Exhibit B

WARRANTY DEED

San Juan Development Corporation, a New Mexico corporation, for consideration paid, grants to

_____

_____

_____

whose address is _____

_____,

the following described real estate in SAN JUAN COUNTY, New Mexico:

Unit _____, Block _____, (if applicable) in Area _____, in San Juan Country Club Estates, according to the Plat thereof filed for record on _____ _____, Map File No. _____, and as established by the Second Amended Declaration and Supplement of San Juan Country Club Estates, as recorded in Book _____, Page _____, of the Records of San Juan County, New Mexico:

Reserving to the Grantor all oil gas and other minerals, and water rights.

SUBJECT TO: Patents, Reservations, all Declarations including the Second Amended Declaration and Supplement of San Juan Country Club Estates, Supplemental Restrictive Covenants, dated August 25, 1982, and and Taxes for the current year and all years thereafter.
SUBJECT TO: Prior reservations of oil, gas and other minerals; and
SUBJECT TO: Any easements of record or in place; and
TOGETHER WITH: Easements, rights-of-way and interests;

with warranty covenants.

WITNESS its hand and seal this _____ day of _____, _____.

San Juan Development Corporation

BY: _____
President

200405924 04/08/2004 09:20A
20of37 B1385 P280 R 81.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SAN JUAN)

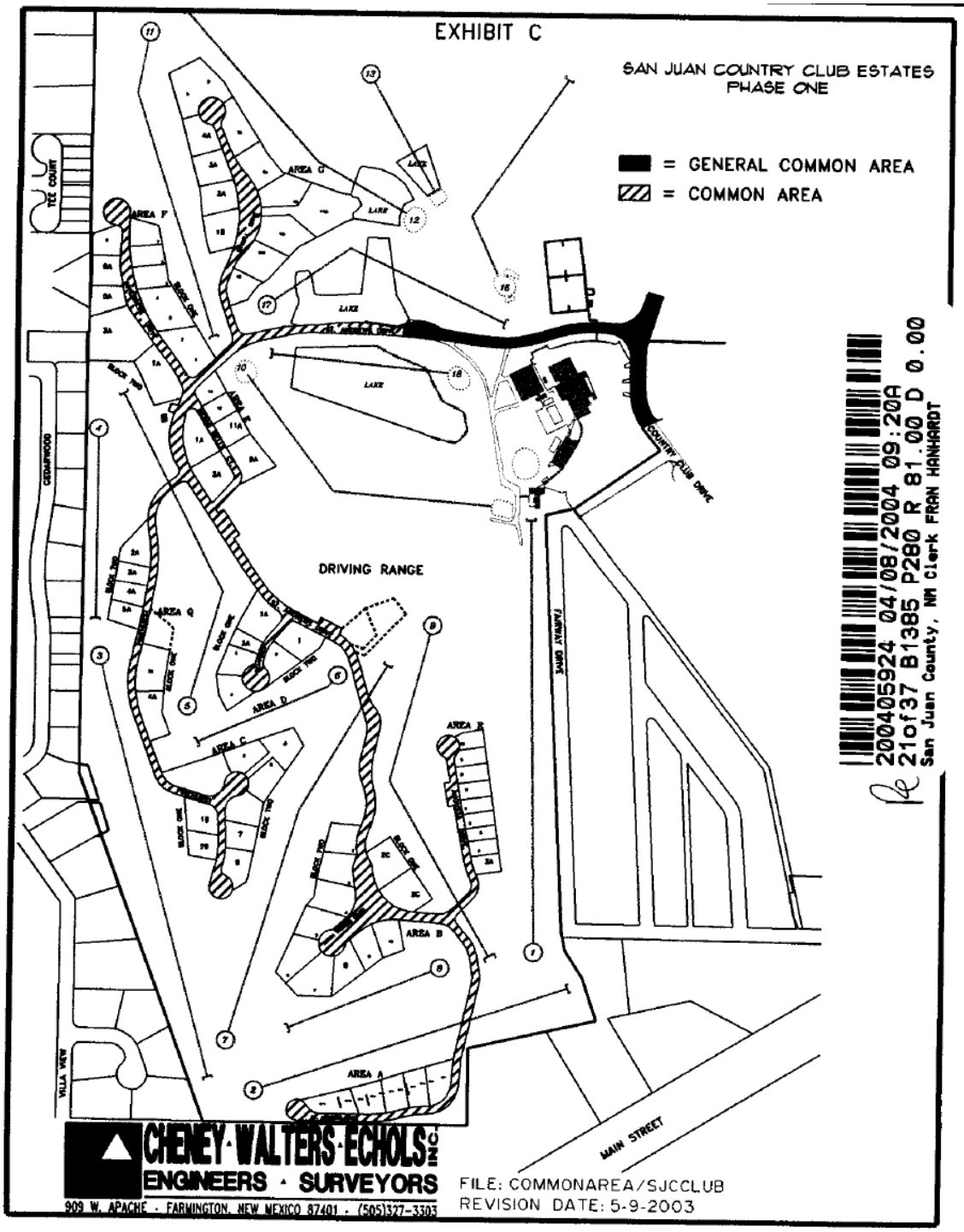
This instrument was acknowledged before me this _____ day of May, 2003, , by _____, President of SAN JUAN DEVELOPMENT CORPORATION, a New Mexico Corporation.

_____
Notary Public

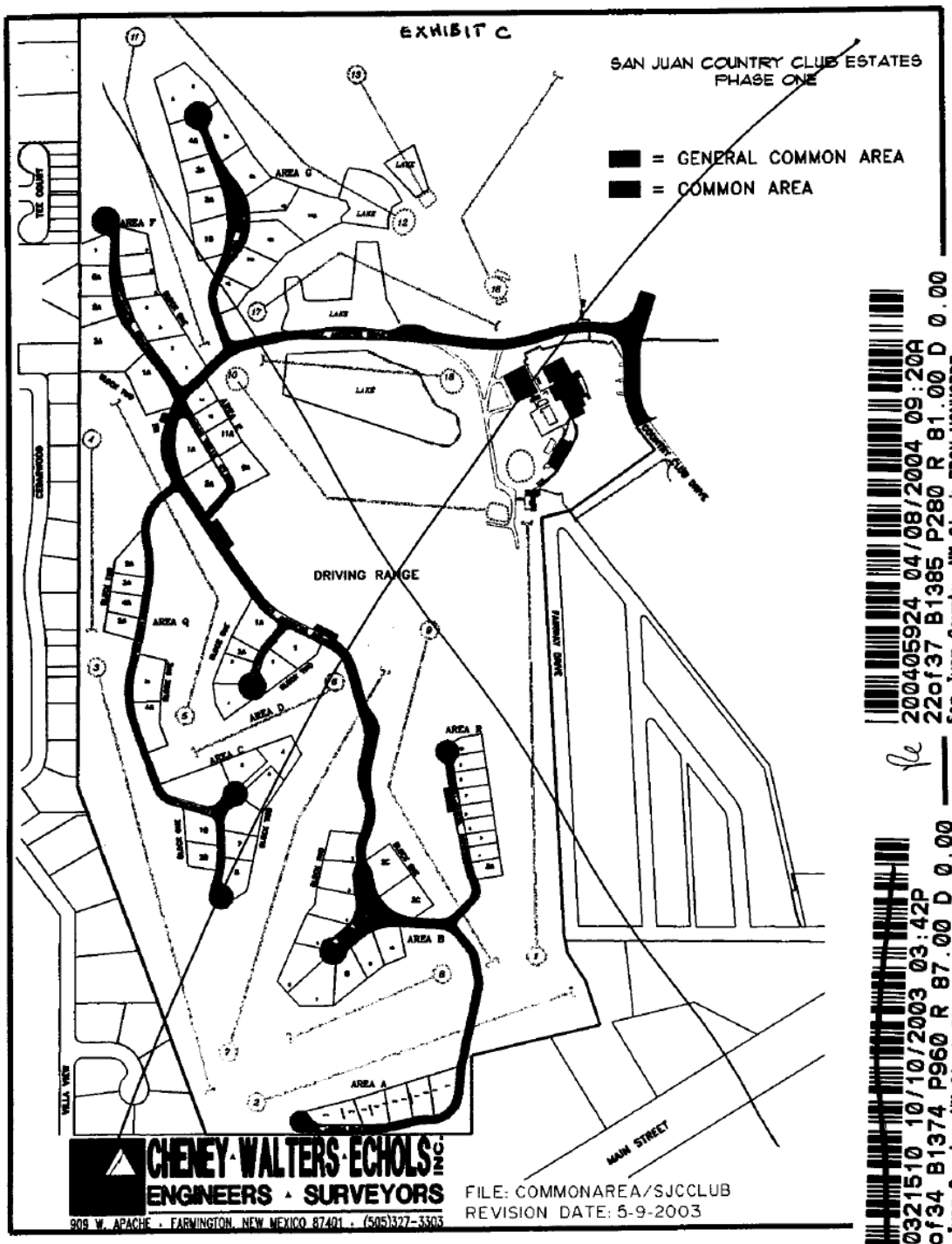
My Commission Expires:

_____

200321510 10/10/2003 03:42P
18of34 B1374 P960 R 87.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT



200405924 04/08/2004 09:20A
21 of 37 B1385 P280 R 81.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT



200405924 04/08/2004 09:20A
22of37 B1385 P280 R 81.00 D 0.00
San Juan County, NM Clerk FRAN HANNARDT

200321510 10/10/2003 03:42P
19of34 B1374 P960 R 87.00 D 0.00
San Juan County, NM Clerk FRAN HANNARDT

Consent

The Undersigned Unit Owners, comprising not less than 66 2/3% of the Owners, hereby consent in writing to this Second Amended Declaration and Supplement of San Juan Country Club Estates.

OWNER(S) of Lot 5A Block 2 Area Q (Please Print) Jackie D. Foster

Signature of Owner: [signature] Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 19 day of May, 2003, by _____

[signature]
Notary Public

My Comission Expires: 10-30-06
(Seal)

ELAINE HEIKKINEN NOTARY PUBLIC STATE OF NEW MEXICO

OWNER(S) of Lot ____ Block ____ Area ____(Please Print) _____

Signature of Owner: ..... Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this _____day of May, 2003, by _____

_____
Notary Public

My Comission Expires:_____
(Seal)

OWNER(S) of Lot ____ Block ____ Area ____(Please Print) _____

Signature of Owner: ..... Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this _____day of May, 2003, by _____

_____
Notary Public

My Comission Expires:_____
(Seal)

200405924 04/08/2004 09:20A
23of37 B1385 P280 R 81.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

200321510 10/10/2003 03:42P
20of34 B1374 P960 R 87.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

Consent

The Undersigned Unit Owners, comprising not less than 66 2/3% of the Owners, hereby consent in writing to this Second Amended Declaration and Supplement of San Juan Country Club Estates.

OWNER(S) of Lot 10 Block ___ Area A (Please Print) Jimmy L. Burns

Signature of Owner: [signature] Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 19 day of Sept, 2003, by _____

Elaine Heikkinen
Notary Public

My Comission Expires: 10-30-06
(Seal)

ELAINE HEIKKINEN NOTARY PUBLIC STATE OF NEW MEXICO

OWNER(S) of Lot 5 Block 2 Area R (Please Print) AL Ludwick

Signature of Owner: [signature] Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 19 day of Sept, 2003, by _____

Elaine Heikkinen
Notary Public

My Comission Expires: 10-30-06
(Seal)

ELAINE HEIKKINEN NOTARY PUBLIC STATE OF NEW MEXICO

OWNER(S) of Lot 4 Block 2 Area C (Please Print) James STACKHOUSE

Signature of Owner: [signature] Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 19 day of Sept, 2003, by _____

Elaine Heikkinen
Notary Public

My Comission Expires: 10-30-06
(Seal)

ELAINE HEIKKINEN NOTARY PUBLIC STATE OF NEW MEXICO

200321510 10/10/2003 03:42P
21of34 B1374 P960 R 87.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

200405924 04/08/2004 09:20A
24of37 B1385 P280 R 81.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

[redacted]

Consent

The Undersigned Unit Owners, comprising not less than 66 2/3% of the Owners, hereby consent in writing to this Second Amended Declaration and Supplement of San Juan Country Club Estates.

OWNER(S) of Lot 12 Block ___ Area E (Please Print) Martin Waldrop

Signature of Owner: ..... Signature of Co-Owner: .....

OWNER(S) of Lot 6 Block 2 Area C (Please Print) Debby Titus/Victor A Titus

Signature of Owner: ..... Signature of Co-Owner: .....

OWNER(S) of Lot 4A Block ___ Area 6 (Please Print) LYNN D. MINTZ

Signature of Owner: ..... Signature of Co-Owner: .....

OWNER(S) of Lot 1 Block 1 Area D (Please Print) VICTOR TITUS SJ Devel Corp by Secretary

Signature of Owner: ..... Signature of Co-Owner: .....

OWNER(S) of Lot 2C Block 1 Area B (Please Print) BILL FORTNER for Days Off Investments, LLC

Signature of Owner: ..... Signature of Co-Owner: .....

OWNER(S) of Lot 5 Block 1 Area E (Please Print) Phillip B. Gunn

Signature of Owner: ..... Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 17 day of Dept, 2003, by _____

Elaine Heikkinen
Notary Public

My Commission Expires: 10-30-06
(Seal)

ELAINE HEIKKINEN NOTARY PUBLIC STATE OF NEW MEXICO

200321510 10/10/2003 03:42P
22of34 B1374 P960 R 87.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

200405924 04/08/2004 09:20A
25of37 B1385 P280 R 81.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

[redacted]

Consent

The Undersigned Unit Owners, comprising not less than 66 2/3% of the Owners, hereby consent in writing to this Second Amended Declaration and Supplement of San Juan Country Club Estates.

OWNER(S) of Lot 6A Block 2 Area F (Please Print) BRIAN K. GRACE

Signature of Owner: Brian K Grace Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 18 day of ~~May~~ Sept, 2003, by _____

Elaine Heikkinen
Notary Public

My Comission Expires: 10-30-06
(Seal)

ELAINE HEIKKINEN NOTARY PUBLIC STATE OF NEW MEXICO

OWNER(S) of Lot 10 Block ___ Area H (Please Print) Eugene K & LORRAINE J. Wise

Signature of Owner: Lorraine J. Wise Signature of Co-Owner: Eugene K. Wise

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 18 day of ~~May~~ Sept, 2003, by _____

Elaine Heikkinen
Notary Public

My Comission Expires: 10-30-06
(Seal)

ELAINE HEIKKINEN NOTARY PUBLIC STATE OF NEW MEXICO

OWNER(S) of Lot 7A Block ___ Area H (Please Print) Jerry Bussell

Signature of Owner: Jerry Bussell Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 18 day of ~~May~~ Sept, 2003, by _____

Elaine Heikkinen
Notary Public

My Comission Expires: 10-30-06
(Seal)

ELAINE HEIKKINEN NOTARY PUBLIC STATE OF NEW MEXICO

200321510 10/10/2003 03:42P
23of34 B1374 P960 R 87.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

200405924 04/08/2004 09:20A
26of37 B1385 P280 R 81.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

Consent

The Undersigned Unit Owners, comprising not less than 66 2/3% of the Owners, hereby consent in writing to this Second Amended Declaration and Supplement of San Juan Country Club Estates.

OWNER(S) of Lot 4 Block 2 Area B (Please Print) J.J. Holt

Signature of Owner: J.J. Holt Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 18 day of Sept, 2003, by _____

Elaine Heikkinen
Notary Public

My Comission Expires: 10-30-06
(Seal)

OWNER(S) of Lot 2 Block 2 Area B (Please Print) Berry H. Adams

Signature of Owner: Berry H. Adams Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 18 day of Sept, 2003, by _____

Elaine Heikkinen
Notary Public

My Comission Expires: 10-30-06
(Seal)

OWNER(S) of Lot 1A Block 2 Area E (Please Print) RICHARD BREEDEN

Signature of Owner: Richard Breeden Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 18 day of Sept, 2003, by _____

Elaine Heikkinen
Notary Public

My Comission Expires: 10-30-06
(Seal)

200321510 10/10/2003 03:42P
24of34 B1374 P960 R 87.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

re

200405924 04/08/2004 09:20A
27of37 B1385 P280 R 81.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

Consent

The Undersigned Unit Owners, comprising not less than 66 2/3% of the Owners, hereby consent in writing to this Second Amended Declaration and Supplement of San Juan Country Club Estates.

OWNER(S) of Lot 9 Block 2 Area B (Please Print) James A. Eady

Signature of Owner: James A Eady Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 17 day of Sept, May, 2003, by _____

Elaine Heikkinen
Notary Public

My Commission Expires: 10-30-06
(Seal)

OWNER(S) of Lot 3A Block 2 Area E (Please Print) William Foutz and Kay Foutz Living Trust UTAD 10-18-00

Signature of Owner: _____ Trustee Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 17 day of Sept, May, 2003, by _____

Elaine Heikkinen
Notary Public

My Commission Expires: 10-30-06
(Seal)

OWNER(S) of Lot 4 Block ___ Area 4 (Please Print) Sam J. Butler and Sherald Butler Trust UTAD 5-17-02

Signature of Owner: Sam J. Butler Trustee Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 18 day of Sept, May, 2003, by _____

Elaine Heikkinen
Notary Public

My Commission Expires: 10-30-06
(Seal)

200321510 10/10/2003 03:42P
25of34 B1374 P960 R 87.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

Pic

200405924 04/08/2004 09:20A
28of37 B1385 P280 R 81.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

[redacted]

Consent

The Undersigned Unit Owners, comprising not less than 66 2/3% of the Owners, hereby consent in writing to this Second Amended Declaration and Supplement of San Juan Country Club Estates.

OWNER(S) of Lot 9A Block ___ Area G (Please Print) Moffitt Revocable Trust UTAD 11-10-98

Signature of Owner: Gary Moffitt Trustee Signature of Co-Owner: Moffitt Trustee

OWNER(S) of Lot ___ Block ___ Area ___(Please Print) _____

Signature of Owner: ..... Signature of Co-Owner: .....

OWNER(S) of Lot ___ Block ___ Area ___(Please Print) _____

Signature of Owner: ..... Signature of Co-Owner: .....

OWNER(S) of Lot ___ Block ___ Area ___(Please Print) _____

Signature of Owner: ..... Signature of Co-Owner: .....

OWNER(S) of Lot ___ Block ___ Area ___(Please Print) _____

Signature of Owner: ..... Signature of Co-Owner: .....

OWNER(S) of Lot ___ Block ___ Area ___(Please Print) _____

Signature of Owner: ..... Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 9th June, day of ~~May~~, 2003, by GARY MOFFITT AND FRAN MOFFITT

Carol Ann Walker
Notary Public

My Commission Expires: Sept. 22, 2005
(Seal)

CAROL ANN WALKER NOTARY PUBLIC STATE OF NEW MEXICO

200321510 10/10/2003 03:42P
26of34 B1374 P960 R 87.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

Re

200405924 04/08/2004 09:20A
29of37 B1385 P280 R 81.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

Consent

The Undersigned Unit Owners, comprising not less than 66 2/3% of the Owners, hereby consent in writing to this Second Amended Declaration and Supplement of San Juan Country Club Estates.

OWNER(S) of Lot 10 Block 2 Area B (Please Print) ERIC AND KIM LIEN

Signature of Owner: ERIC LIEN Signature of Co-Owner: KIM LIEN

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 6th day of June, 2003, by Eric Lien & Kim Lien

Notary Public

My Comission Expires: 9-17-06
(Seal)

OWNER(S) of Lot ____ Block ____ Area ____(Please Print) _____

Signature of Owner: ..... Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this _____day of May, 2003, by _____

Notary Public

My Comission Expires:_____
(Seal)

OWNER(S) of Lot ____ Block ____ Area ____(Please Print) _____

Signature of Owner: ..... Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this _____day of May, 2003, by _____

Notary Public

My Comission Expires:_____
(Seal)

200405924 04/08/2004 09:20A
30of37 B1385 P280 R 81.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

200321510 10/10/2003 03:42P
27of34 B1374 P960 R 87.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

Consent

The Undersigned Unit Owners, comprising not less than 66 2/3% of the Owners, hereby consent in writing to this Second Amended Declaration and Supplement of San Juan Country Club Estates.

OWNER(S) of Lot 3 Block 1 Area D (Please Print) Richard A. Trost and Esther J. Trost, Trustees of the Trost Revocable Trust UTAD 9-17-99

Signature of Owner: Richard A. Trost Trustee Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 16th day of ~~May~~ June, 2003, by _____

_____

_____
Notary Public

My Comission Expires: _____
(Seal)

OWNER(S) of Lot 13A Block ____ Area E (Please Print) GEORGE T WALTERS PATTI D. WALTERS

Signature of Owner: [signature] Signature of Co-Owner: [signature]

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 16th day of ~~May~~ June, 2003, by George T. Walters and Patti J. Walters

[signature]
Notary Public

My Comission Expires: 11/22/05
(Seal)

ANNE T. AMOS NOTARY PUBLIC STATE OF NEW MEXICO

OWNER(S) of Lot 3 Block 1 Area D (Please Print) RICHARD A TROST TRUSTEE ESTHER J TROST TRUSTEE

Signature of Owner: [signature] Trustee Signature of Co-Owner: [signature]

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 16th day of ~~May~~ June, 2003, by Richard A. Trost and Esther J. Trost, Trustees of the Trost Revocable Trust, dated Sept. 17, 1999, or their Successor Trustees

[signature]
Notary Public

My Comission Expires: Sept 24 2005
(Seal)

MARIANNE KLICK LOPEZ NOTARY PUBLIC STATE OF NEW MEXICO

200321510 10/10/2003 03:42P
28of34 B1374 P960 R 87.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

Re

200405924 04/08/2004 09:20A
31of37 B1385 P280 R 81.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

[redacted]

Consent

The Undersigned Unit Owners, comprising not less than 66 2/3% of the Owners, hereby consent in writing to this Second Amended Declaration and Supplement of San Juan Country Club Estates.

OWNER(S) of Lot 1 Block ___ Area A (Please Print) Loyetta Ashbaugh

Signature of Owner: Loyetta Ashbaugh Signature of Co-Owner: .....

OWNER(S) of Lot 7 Block 2 Area R (Please Print) Jim A. RAINE

Signature of Owner: ..... Signature of Co-Owner: .....

OWNER(S) of Lot 11A Block ___ Area G (Please Print) Ben Heikkinen and Elaine Heikkinen

Signature of Owner: ..... Signature of Co-Owner: Elaine Heikkinen

OWNER(S) of Lot 13A Block ___ Area G (Please Print) Richard T. C. Tully and Cecelia R. Tully Revocable Trust UTA 6-1-84

Signature of Owner: Richard T. C. Tully Trustee Signature of Co-Owner: .....

OWNER(S) of Lot 7 Block 1 Area F (Please Print) Nicholas Brenner and Maureen V. Brenner

Signature of Owner: Nicholas Brenner Signature of Co-Owner: .....

OWNER(S) of Lot 5 Block 2 Area C (Please Print) David W. Kelsoe and Julia K. Kelsoe

Signature of Owner: David W. Kelsoe Signature of Co-Owner: Julia K. Kelsoe

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 21st day of May, 2003, by Loyetta M. Ashbaugh, an unmarried woman; Jimmy A. Raine and Beverly B. Raine, h/w; Ben Heikkinen and Elaine Heikkinen, h/w; Richard T. C. Tully, Trustee of the Richard T.C. Tully and Cecelia R. Tully Revocable Trust, UTA dated June 1, 1984; Nicholas Brenner and Maureen V. Brenner, h/w; David W. Kelsoe and Julia K. Kelsoe, h/w.

R.A. Trost
Notary Public

My Comission Expires: _____
(Seal)

OFFICIAL SEAL
R.A. TROST
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 2-24-04

200405924 04/08/2004 09:20A
32of37 B1385 P280 R 81.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

200321510 10/10/2003 03:42P
29of34 B1374 P960 R 87.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

Consent

The Undersigned Unit Owners, comprising not less than 66 2/3% of the Owners, hereby consent in writing to this Second Amended Declaration and Supplement of San Juan Country Club Estates.

OWNER(S) of Lot 15 Block ___ Area G (Please Print) Elton Poor + Joyce Poor Revocable Trust UTAD 5-11-88

Signature of Owner: Elton Poor, trustee Signature of Co-Owner: Joyce Poor, Trustee

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 24th day of May, 2003, by _____

Cecelia Tully
Notary Public

My Comission Expires: October 1, 2005
(Seal)

CECELIA TULLY NOTARY PUBLIC STATE OF NEW MEXICO

OWNER(S) of Lot 16 Block ___ Area G (Please Print) Henderson Revocable Trust UTAD 12-16-97

Signature of Owner: James C. Henderson Trustee Signature of Co-Owner: Tyra J. Henderson, Trustee

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 24th day of May, 2003, by _____

Cecelia Tully
Notary Public

My Comission Expires: October 1, 2005
(Seal)

CECELIA TULLY NOTARY PUBLIC STATE OF NEW MEXICO

OWNER(S) of Lot ___ Block ___ Area ___ (Please Print) _____

Signature of Owner: ..... Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this _____ day of May, 2003, by _____

Notary Public

My Comission Expires:_____
(Seal)

200405924 04/08/2004 09:20A
33of37 B1385 P280 R 81.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

200321510 10/10/2003 03:42P
30of34 B1374 P960 R 87.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

Consent

The Undersigned Unit Owners, comprising not less than 66 2/3% of the Owners, hereby consent in writing to this Second Amended Declaration and Supplement of San Juan Country Club Estates.

OWNER(S) of Lot 7 Block 2 Area R (Please Print) LIAN S. CONNELLY

Signature of Owner: ..... Signature of Co-Owner: Lian S Connelly

OWNER(S) of Lot 5+6 Block ___ Area G (Please Print) NORMAN H FAVER and Martha K. Faver Rev. Trust 9-30-91

Signature of Owner: Norman H. Faver Trustee Signature of Co-Owner: Martha Faver Trustee

OWNER(S) of Lot 7 Block 2 Area B (Please Print) Roger ENSOR SUSAN ENSOR

Signature of Owner: Roger Ensor Signature of Co-Owner: Susan Ensor

OWNER(S) of Lot 6 Block 1 Area F (Please Print) Martha G. Cook Living Trust UTAD 2-15-96

Signature of Owner: Martha G. Cook, Trustee Signature of Co-Owner: ——

OWNER(S) of Lot ___ Block ___ Area ___ (Please Print) _____

Signature of Owner: ..... Signature of Co-Owner: .....

OWNER(S) of Lot ___ Block ___ Area ___ (Please Print) _____

Signature of Owner: ..... Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 21st day of May, 2003, by Norman H. Faver and Martha K. Faver, Co-Trustees of The Norman H. Faver and Martha K. Faver Revocable Trust UTA dated 9-30-91; Roger L. Ensor and Susan M. ENSOR, h/w; Martha G. Cook, Trustee of the Martha G. Cook Living Trust UTA

R. A. Trost
Notary Public

My Comission Expires: _____
(Seal)

OFFICIAL SEAL
R.A. TROST
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 2-24-04

200405924 04/08/2004 09:20A
34of37 B1385 P280 R 81.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

200321510 10/10/2003 03:42P
31of34 B1374 P960 R 87.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

Consent

The Undersigned Unit Owners, comprising not less than 66 2/3% of the Owners, hereby consent in writing to this Second Amended Declaration and Supplement of San Juan Country Club Estates.

OWNER(S) of Lot 2 Block ____ Area A (Please Print) Kennedy Family Living Trust 7/20/99

Signature of Owner: Leslie Kennedy Signature of Co-Owner: William Kennedy

OWNER(S) of Lot 8 Block 2 Area R (Please Print) Kenneth A. Ragsdale and Cheryl A. Ragsdale

Signature of Owner: [illegible] Signature of Co-Owner: Cheryl A. Ragsdale

OWNER(S) of Lot 4A Block 2 Area R (Please Print) RALPH AND KARIN SPIVA

Signature of Owner: Ralph Spiva Signature of Co-Owner: Karin Spiva

OWNER(S) of Lot 5 Block 2 Area B (Please Print) MARLO L WEBB & LOUISE M. WEBB REVOCABLE TRUST UTA 1-8-82

Signature of Owner: Marlo L Webb Trustee Signature of Co-Owner: Louise M Webb TRUSTEE

OWNER(S) of Lot 6 Block 2 Area R (Please Print) Beverly A. Allen Living Trust UTA dtd 1/10/96

Signature of Owner: Beverly G. Allen Trustee Signature of Co-Owner: .....

OWNER(S) of Lot 6 Block 2 Area B (Please Print) James D [redacted] & Jane E Rose Joint Living Trust UTA 9-4-96

Signature of Owner: [illegible] Trustee Signature of Co-Owner: Jane E. Rose Trustee

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 21st day of May, 2003, by William Michael Kennedy and Leslie Charlotte Kennedy, Trustees of the Kennedy Family Trust UTA dated 7-20-99; Kenneth H. Ragsdale and Cheryl A. Ragsdale, H/W; Leonard R. Spiva and Karin M. Spiva, H/W; Marlo L. Webb and Louise M. Webb, Trustees of the Marlo L. Webb and Louise M. Webb Revocable Trust UTA dated 1-8-82; Beverly A. Allen, Trustee of the Beverly A. Allen Living Trust UTA dated January 10, 1996; JAMES D. ROSE and Jane E. Rose, Trustees of the James D. and Jane E. Rose Joint Living Trust UTA 9-4-96.

Notary Public

My Comission Expires: _____
(Seal)

OFFICIAL SEAL
R.A. TROST
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 2-24-04

[redacted]

200321510 10/10/2003 03:42P
32of34 B1374 P960 R 87.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

Re

200405924 04/08/2004 09:20A
35of37 B1385 P280 R 81.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

Consent

The Undersigned Unit Owners, comprising not less than 66 2/3% of the Owners, hereby consent in writing to this Second Amended Declaration and Supplement of San Juan Country Club Estates.

OWNER(S) of Lot 1+2 Block 21 Area 8.5 (Please Print) Edwin H. Tucker + Janet P. Tucker, Trustees

Signature of Owner: ..... Signature of Co-Owner: .....

OWNER(S) of Lot ____ Block ____ Area ____ (Please Print) _____

Signature of Owner: ..... Signature of Co-Owner: .....

OWNER(S) of Lot ____ Block ____ Area ____ (Please Print) _____

Signature of Owner: ..... Signature of Co-Owner: .....

OWNER(S) of Lot ____ Block ____ Area ____ (Please Print) _____

Signature of Owner: ..... Signature of Co-Owner: .....

OWNER(S) of Lot ____ Block ____ Area ____ (Please Print) _____

Signature of Owner: ..... Signature of Co-Owner: .....

OWNER(S) of Lot ____ Block ____ Area ____ (Please Print) _____

Signature of Owner: ..... Signat

200321510 10/10/2003 03:42P
33of34 B1374 P960 R 87.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 21st day of May, 2003, by Edwin H. Tucker and Janet P. Tucker, Trustees of the Tucker Family Trust UTA dated July 18, 1996

OFFICIAL SEAL
R.A. TROST
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 2-24-06

Notary Public

My Comission Expires: _____
(Seal)

Re

200405924 04/08/2004 09:20A
36of37 B1385 P280 R 81.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

Consent

The Undersigned Unit Owners, comprising not less than 66 2/3% of the Owners, hereby consent in writing to this Second Amended Declaration and Supplement of San Juan Country Club Estates.

OWNER(S) of Lot 3A Block 2 Area R (Please Print) Edwin H. Tucker + Janet P. Tucker

Signature of Owner: ..... Signature of Co-Owner: .....

OWNER(S) of Lot 4A Block 1 Area Q (Please Print) Edwin H. Tucker + Janet P. Tucker

Signature of Owner: ..... Signature of Co-Owner: .....

OWNER(S) of Lot 5 Block ___ Area A (Please Print) Tucker Investments Limited Partnership

Signature of Owner: ..... Signature of Co-Owner: .....

OWNER(S) of Lot 6 Block ___ Area A (Please Print) Tucker Investments Limited Partnership

Signature of Owner: ..... Signature of Co-Owner: .....

OWNER(S) of Lot 7 Block ___ Area A (Please Print) Tucker Investments Limited Partnership

Signature of Owner: ..... Signature of Co-Owner: .....

OWNER(S) of Lot 8 Block ___ Area A (Please Print) Tucker Investments Limited Partnership

Signature of Owner: ..... Signature of Co-Owner: .....

ACKNOWLEDGEMENT

State of New Mexico)
) ss
County of San Juan)

This Instrument was acknowledged before me this 21st day of May, 2003, by Edwin H. Tucker and Janet P. Tucker, husband and wife; Tucker Investments Limited Partnership, a NM Ltd. Partnership

R.A. Trost
Notary Public

My Comission Expires: (Seal)

OFFICIAL SEAL
R.A. TROST
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 3-24-04

200405924 04/08/2004 09:20A
37of37 B1385 P280 R 81.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

200321510 10/10/2003 03:42P
34of34 B1374 P960 R 87.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT