

**AMENDMENT TO ANASAZI TRAILS SUBDIVISION COMPREHENSIVE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT TO ANASAZI TRAILS SUBDIVISION COMPREHENSIVE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter "Amended Declaration") is made this 8<sup>th</sup> day of April, 2004, by ANASAZI TRAILS HOMEOWNERS ASSOCIATION, INC. (the "ATHA") and DELASHE INVESTMENTS, LLC, a New Mexico limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant has previously encumbered the Anasazi Trails subdivision with a Comprehensive Declaration of Covenants, Conditions and Restrictions, dated March 6, 2003, and recorded in the records of Sandoval County on March 6, 2003, in Vol. 405, folio 33735-33780 ("Original Declaration"); and

WHEREAS, Declarant has purchased additional land adjacent to the Anasazi Trails Subdivision, as more particularly described on **Exhibit A** hereto (to be commonly known as "Anasazi Meadows") and may also purchase an additional approximately 200 acres to the west of Anasazi Meadows, which may become known as "Anasazi West"; and

WHEREAS, Anasazi Meadows is being, or will be, developed by Declarant as a residential subdivision and the property that may become known as Anasazi West, if purchased by Declarant, may, at Declarant's discretion, be developed as a mixed use subdivision which may include single family, multifamily and/or commercial uses; and

WHEREAS, Anasazi Meadows has been brought within the jurisdiction of the ATHA, by means of an amendment to its Articles of Incorporation filed with the New Mexico Public Regulation Commission on April 26, 2004, and the ATHA and the Declarant now wish to subject Anasazi Meadows to the terms and conditions of the Original Declaration by means of this Amended Declaration; and

WHEREAS, at such time, if any, as the property that may become known as Anasazi West is brought within the jurisdiction of the ATHA, the ATHA and Declarant intend to also subject it to the terms and conditions of the Original Declaration, but with certain additions and amendments thereto designed to impose appropriate covenants, conditions and restrictions on multifamily and commercial uses, to the extent portions of Anasazi West are developed for multifamily and commercial uses; and

WHEREAS, the ATHA and Declarant desire to supplement and amend the Original Declaration as set forth below; and

WHEREAS, Section 11.5 of the Original Declaration provides that the ATHA may amend the Original

Declaration so long as not less than 51% of the Lot Owners vote in favor of the amendment and the Declarant consents thereto, both of which have been secured at a special meeting of the ATHA which occurred on April 7, 2004.

NOW, THEREFORE, the ATHA, joined by the Declarant, hereby declare, covenant and agree as follows:

1. The Original Declaration, as it relates to Anasazi Meadows, is incorporated by reference herein as if completely restated in this Amended Declaration, except as amended and modified hereby.

2. The following property in Anasazi Meadows shall be classified as "Lots" as defined in the Original Declaration: Lots 1-134. Automatically upon its replatting to become part of Lot 6 in the Anasazi Trails Subdivision, Tract A of Anasazi Meadows will also be classified as a "Lot". Tract B in Anasazi Meadows is not classified as a "Lot" and is simply a tract within Anasazi Meadows which is currently owned and held by Declarant. At some point in the future it may be reclassified as a Lot within Anasazi Meadows, or it may be replatted as a lot in Anasazi West, should Declarant purchase and develop Anasazi West.

3. At such time, if ever, that Declarant decides to purchase and develop Anasazi West and it is brought within the jurisdiction of the ATHA, the ATHA and Declarant shall agree upon and record a further amendment to the Original Declaration, which amendment shall impose specific covenants, conditions and restrictions on multifamily and/or commercial uses, to the extent Declarant decides to develop Anasazi West for such uses in whole or part.

4. The Owners of Lots in Anasazi Meadows shall automatically become members of the ATHA and shall be subject to the rules, regulations, Articles of Incorporation and Bylaws of the HOA. They shall also automatically become members of the Anasazi Trails Water Cooperative

5. Owners of Lots in Anasazi Meadows shall be subject to the rules, guidelines, and authority of the Anasazi Trails Architectural Control Committee established in Article VIII of the Original Declaration (the "Master ACC"). To the extent the Declarant purchases and develops Anasazi West in whole or part for multifamily and/or commercial uses, the ATHA will adopt different guidelines and/or restrictions therefor.

6. Each Owner of a Lot in Anasazi Meadows, by the Owner's claim or assertion of ownership or by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the ATHA, its successors or assigns, the Assessments as the same becomes due and payable, without demand, in addition to any other funds, fees, assessments and expenses payable by each Owner as set forth in Article X of the Original Declaration. The HOA

shall have all the rights and powers set forth in Article X of the Original Declaration to create liens and enforce rights and remedies with regard to payment of Assessments, together with interest, incidental and taxable costs, and reasonable attorney's fees.

7. All Lots in Anasazi Meadows shall be subject to the ACC design, material and construction guidelines of the ATHA.

8. This Amended Declaration shall run with the land and shall covered all lots, tracts, roads and any common areas within Anasazi Meadows for all purposes and shall be binding upon and inure to the benefit of Declarant, the ATHA, and all Owners, lessees and residents of Anasazi Meadows and their successors and assigns.

9. In the event there exists any conflict between the provisions of the Original Declaration and this Amended Declaration, the documents shall be liberally construed so as to effectuate the intentions of the ATHA and the Declarant that all of Anasazi Meadows shall be subject to all obligations contained in the Original Declaration as well as all obligations contained in this Amended Declaration. However, in the event that there cannot be an interpretation giving effect to both the terms of the Original Declaration and this Amended Declaration, then the terms which are more restrictive shall control.

IN WITNESS WHEREOF, the ATHA and Declarant have caused this Amended Declaration to be duly executed.

~~ANASAZI TRAILS HOME~~ OWNERS ASSOCIATION, INC.

By 

DELASHE INVESTMENTS, LLC

By 

SANDOVAL COUNTY  
200434074  
Book- 407 Page- 34074  
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STATE OF NEW MEXICO            )  
  ) ss.  
COUNTY OF SANDOVAL            )

This instrument was acknowledged before me on Oct. 26, 2004, by Thomas Ashe,  
Secretary of Anasazi Trails Homeowners Association, Inc, a New Mexico nonprofit corporation, on behalf of said  
corporation.

Susan M. Darcy White  
NOTARY PUBLIC

My commission expires 4/18/05.

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

This instrument was acknowledged before me on Oct. 26, 2004, by Thomas Ashe,  
Member of Delashe Investments, LLC, a New Mexico limited liability company, on behalf of said company.

Susan M. Darcy White  
NOTARY PUBLIC

My commission expires 4/18/05.

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EXHIBIT "A"

A certain tract of land being the easterly 200 acres of Parcel 9-B of the Lands of Lieberman-Grevey, within projected Sections 22, 23, 26, 27, 28, 33, 34 & 35, Township 13 North, Range 4 East, N.M.P.M., Felipe Gutierrez Grant, Sandoval County, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Sandoval County, New Mexico, on January 29, 2003 in Volume 3, folio 2252-B. Said easterly 200 acres being more particularly described as follows:

Beginning at the southeast corner of the tract herein described, being the southeast corner of said Parcel 9-B; thence, N.70°12'51"W., 3664.81 feet to the southwest corner of the tract herein described; thence, N.19°47'27"E., 2376.85 feet to the northwest corner of the tract herein described; thence, S.70°13'38"E., 3664.63 feet to the northeast corner of the tract herein described; thence, S.19°47'11"W., 2377.68 feet to the point of beginning.

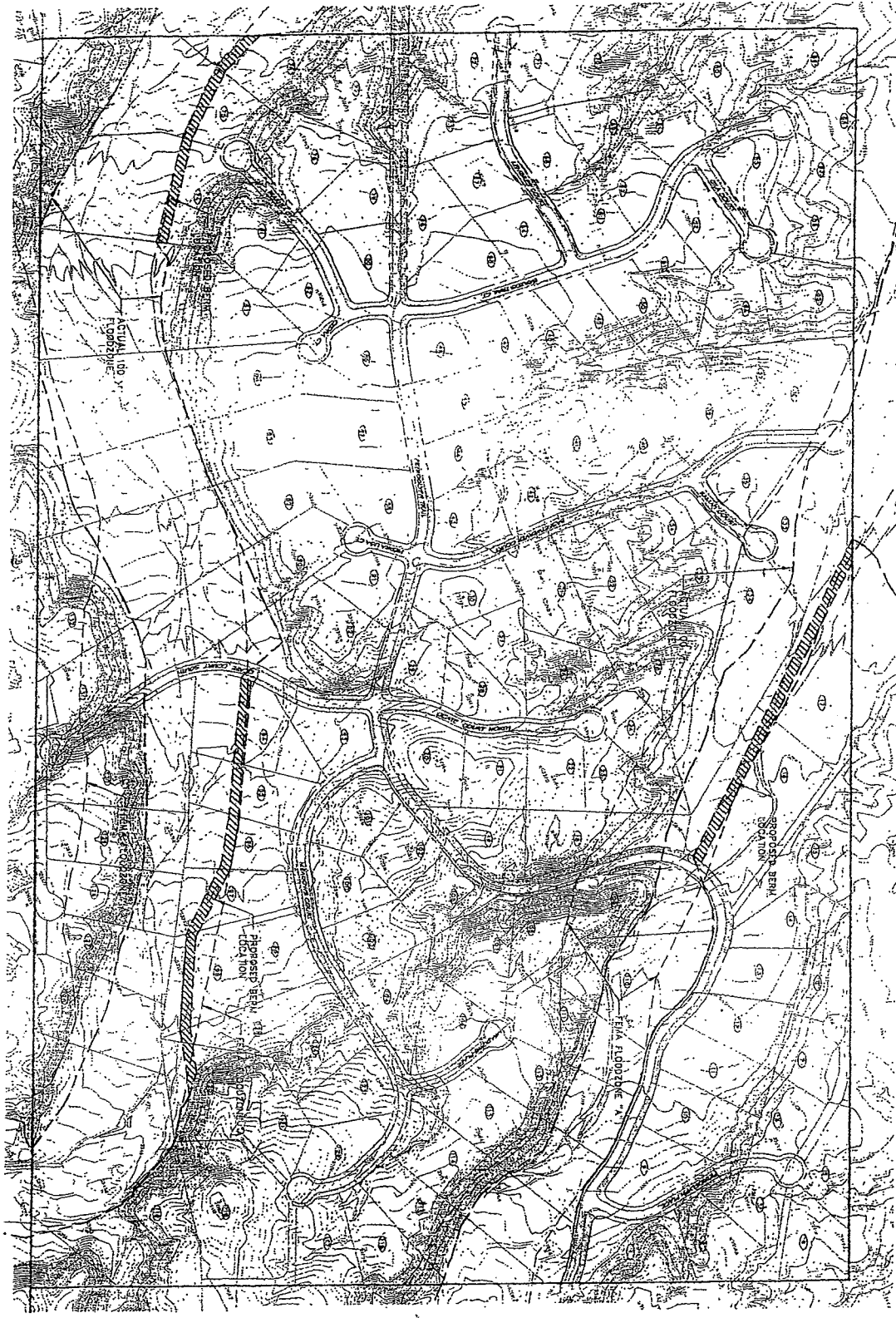
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PLACITAS TRAILS

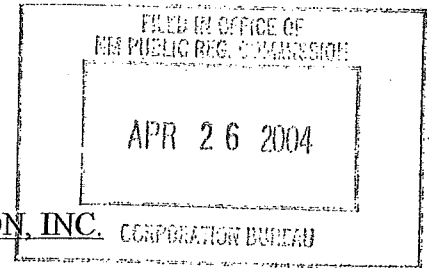
ANASAZI  
MEADOWS

SCALE 1" = 150'

ANASAZI TRAILS

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ARTICLES OF AMENDMENT (FIRST) OF  
ANASAZI TRAILS HOMEOWNERS ASSOCIATION, INC.

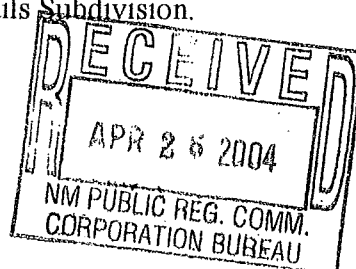


1. The name of the corporation is Anasazi Trails Homeowners Association, Inc. (the "Association"). The Association is a New Mexico nonprofit corporation.
2. Article II, Section 3, of the original Articles of Incorporation, filed with the New Mexico Public Regulation Commission on March 31, 2003, is amended to add the Anasazi Meadows Subdivision to the "Property" defined therein, and to subject the Anasazi Meadows Subdivision to the Anasazi Trails Subdivision Comprehensive Declaration of Covenants, Conditions and Restrictions, which was filed on March 6, 2203, in Vol. 406, Folio 33662-33732, in the real property records of Sandoval County, New Mexico. The Anasazi Meadows Subdivision, situated in Sandoval County, is more particularly described as:

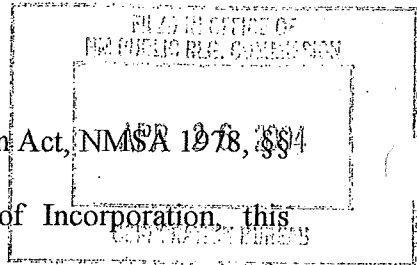
A certain tract of land being the easterly 200 acres of Parcel 9-B of the Lands of Lieberman-Grevey, within projected Sections 22, 23, 26, 27, 28, 33, 34 & 35, Township 13 North, Range 4 East, N.M.P.M., Felipe Gutierrez Grant, Sandoval County, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Sandoval County, New Mexico, on January 29, 2003 in Volume 3, folio 2252-B. Said easterly 200 acres being more particularly described as follows:

Beginning at the southeast corner of the tract herein described, being the southeast corner of said Parcel 9-B; thence, N.70°12'51"W., 3664.81 feet to the southwest corner of the tract herein described; thence, N.19°47'27"E., 2376.85 feet to the northwest corner of the tract herein described; thence, S.70°13'38"E., 3664.63 feet to the northeast corner of the tract herein described; thence, S.19°47'11"W., 2377.68 feet to the point of beginning.

Further, said Article II, Section 3, of the original Articles of Incorporation, is amended to allow Tract A within the Anasazi Meadows Subdivision to be replatted to become part of existing Lot 6 in the Anasazi Trails Subdivision.



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3. In conformity with the State of New Mexico Nonprofit Corporation Act, NMSA 1978, § 53-8-1 through 53-8-99, and Association's original Articles of Incorporation, this amendment was approved by the members of the Association at a special meeting held for that purpose on April 7, 2004. At said meeting a quorum was present as 12 out of the 39 members were present in person and 15 members were present by proxy. Of said 27 members present in person or by proxy 27 voted in favor of the adoption of the amendment and 0 members voted against the adoption of the amendment, which means the amendment was adopted by at least two-thirds of the members present in person or by proxy who were entitled to cast votes.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 21 day of April 2004.

Anasazi Trails Homeowners Association

By: [Signature]  
 Thomas J. Ashe, President  
 By: [Signature]  
 Steven M. Gudelj, Secretary

STATE OF NEW MEXICO)  
 COUNTY OF BERNALILLO)

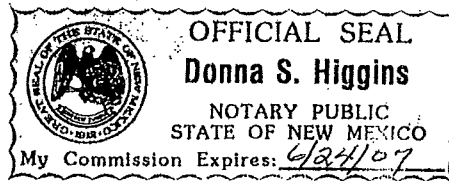
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2004, by THOMAS J. ASHE, President of Anasazi Trails Homeowners Association, Inc., on behalf of said corporation.

[Signature]

NOTARY PUBLIC

My Commission Expires:

June 24, 2007



STATE OF NEW MEXICO)  
 COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2004, by STEVEN M. GUDELJ Secretary of Anasazi Trails Homeowners Association, Inc., on behalf of said corporation.

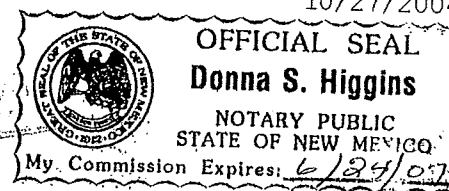
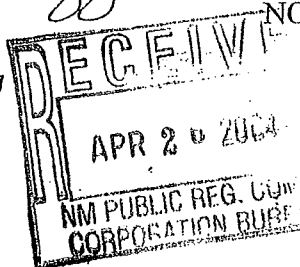
[Signature]

NOTARY PUBLIC

My Commission Expires:

June 24, 2007

SANDOVAL COUNTY  
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**SECOND AMENDMENT TO ANASAZI TRAILS SUBDIVISION COMPREHENSIVE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SECOND AMENDMENT TO ANASAZI TRAILS SUBDIVISION COMPREHENSIVE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter "Amended Declaration") is made this 28th day of January, 2005, by DELASHE INVESTMENTS, LLC, a New Mexico limited liability company ("Declarant") and ANASAZI TRAILS HOMEOWNERS ASSOCIATION, INC. (the "ATHA").

WITNESSETH:

WHEREAS, Declarant has previously encumbered the Anasazi Trails subdivision with a Comprehensive Declaration of Covenants, Conditions and Restrictions, dated March 6, 2003, and recorded in the records of Sandoval County on March 6, 2003, in Vol. 405, folio 33735-33780 ("Original Declaration"), which original Declaration was amended pursuant to an amendment recorded in the records of Sandoval County on October 27, 2004, in Vol. 407, folio 34074 (the "First Amendment"); and

WHEREAS, Declarant, and ATHA, have determined that it is in the best interests of ATHA to restrict the development of the Anasazi Trails Subdivision to single family lots and to prohibit Declarant, or anyone else, from rezoning the Property constituting the Anasazi Trails Subdivision, or any lot therein, to allow for multi-family uses; and

WHEREAS, pursuant to Section 3.2 of the Original Declaration, Declarant has the power and authority to execute, acknowledge, file and record, for each owner of a lot in the Anasazi Trails and the Anasazi Meadows subdivisions, any instrument, as a single signatory as attorney-in-fact for all of said owners, which has the purpose of effecting the resubdivision or rezoning of any lot or portion thereof; and

WHEREAS, Declarant, joined by the ATHA, desire to supplement and amend the Original Declaration as set forth below.

NOW, THEREFORE, Declarant, joined by the ATHA, hereby declare, covenant and agree as follows:

1. The Original Declaration, as amended by the First Amendment, is incorporated by reference herein as if completely restated in this Second Amendment to Declaration, except as amended and modified hereby.
2. Article III Sections 3.1 and the first paragraph of 3.2 are amended and replaced by the following language:

Section 3.1. A. Single-Family Residential Use. Each Lot is restricted to Single-Family Residential Use and is restricted to one Single-Family Residential Unit per Lot.

B. Multi-Family Use. None of the Property within Anasazi Trails or Anasazi Meadows may be rezoned in the future for Multi-Family Use.

Section 3.2. Replatting and Rezoning.

Declarant has the right in its sole discretion, without the consent or approval of the Owner of any Lot, to replat the Lots owned by Declarant into a greater number of lots, thereby exceeding the original number of Lots in the Subdivisions, or to revise lot lines, subject to Section 3.3 herein. Declarant has the right in its sole discretion, without the consent or approval of the Owner of any Lot, to obtain revision of the FEMA floodplain zone and to replat Flood Zone A as designated on the Anasazi Trails Plat, or any portion thereof, into Lots for Single-Family Use. Declarant has the right in its sole discretion without the consent or approval of the Owner of any Lot or of the Homeowners Association, to replat Lots 1 through 7 and 26 through 28 of Anasazi Trails, at any time such lots are still owned by Declarant but not to rezone such Lots for Multi-Family Use.

3. This Second Amendment to Declaration shall run with the land and shall cover all lots in the Anasazi Trails and Anasazi Meadows Subdivisions for all purposes and shall be binding upon and inure to the benefit of Declarant, the ATHA, and all Owners, lessees and residents of the Anasazi Trails and Anasazi Meadows Subdivisions and their successors and assigns.

IN WITNESS WHEREOF, Declarant and the ATHA have caused this Second Amendment to Declaration to be duly executed.

ANASAZI TRAILS HOMEOWNERS ASSOCIATION, INC.

By [Signature]  
Thomas J. Ashe, President

DELASHE INVESTMENTS, LLC

By [Signature]  
Thomas J. Ashe, Member

for itself and as attorney-in-fact for the owners of all Lots in the Anasazi Trails Subdivision

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

This instrument was acknowledged before me on January 28, 2005, by Thomas J. Ashe, President of Anasazi Trails Homeowners Association, Inc, a New Mexico nonprofit corporation, on behalf of said corporation.

[Signature]  
NOTARY PUBLIC

My commission expires 4-18-05.



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

This instrument was acknowledged before me on January 28, 2005, by Thomas J. Ashe, Member of Delashe Investments, LLC, a New Mexico limited liability company, on behalf of said company, and as attorney-in-fact for the lot owners all Lots in the Anasazi Trails Subdivision.

Susan M. Dorsey White  
NOTARY PUBLIC

My commission expires 4-18-05.

SANDOVAL COUNTY  
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**THIRD AMENDMENT TO ANASAZI TRAILS SUBDIVISION COMPREHENSIVE DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS THIRD AMENDMENT TO ANASAZI TRAILS SUBDIVISION COMPREHENSIVE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter "Amended Declaration") is made this 6<sup>th</sup> day of June, 2005, by DELASHE INVESTMENTS, LLC, a New Mexico limited liability company ("Declarant") and ANASAZI TRAILS HOMEOWNERS ASSOCIATION, INC. (the "ATHA").

WITNESSETH:

WHEREAS, Declarant has previously encumbered the Anasazi Trails subdivision with a Comprehensive Declaration of Covenants, Conditions and Restrictions, dated March 6, 2003, and recorded in the records of Sandoval County on March 6, 2003, in Vol. 405, folio 33735-33780 ("Original Declaration"), which Original Declaration was amended pursuant to an amendment recorded in the records of Sandoval County on October 27, 2004, in Book 407, Page 34074 (the "First Amendment") and pursuant to another amendment recorded in the records of Sandoval County on January 28, 2005, Book 408, Page 3248 (the "Second Amendment"); and

WHEREAS, Declarant and ATHA, have determined that portions of Lots 76 and 119 of Anasazi Meadows should be removed from the Anasazi Meadows subdivision and replatted and incorporated into existing lots 37-A-1 and 59-A-1 respectively in the Placitas Trails Subdivision, via lot line adjustment plats, and that another portion of Lot 119 of Anasazi Meadows should be incorporated into Lot 6 of Anasazi Trails, and that Tract A of Anasazi Meadows should be incorporated into a future subdivision to be created from the approximately 200 acres west and adjoining Anasazi Meadows at such time as said approximately 200 acres are subdivided, and that each of said Tract A should, therefore, not be subject to assessments or fees by ATHA, (unless it is at some point made into lots and made subject to the ATHA by separate instrument) and that the Declarant should be able to replat said lots and tract as described above and with the approval of the applicable governmental authorities without further need for involvement by ATHA; and

WHEREAS, pursuant to Sections 3.2 and 3.3 of the Original Declaration, Declarant has the power and authority to execute, acknowledge, file and record, for each owner of a lot in the Anasazi Trails and the Anasazi Meadows subdivisions, any instrument, as a single signatory as attorney-in-fact for all of said owners, which has the purpose of resubdividing any lot or revising the lot lines of any lot owned by Declarant; and

WHEREAS, Declarant, joined by the ATHA, desire to supplement and amend the Original Declaration as set forth below.

NOW, THEREFORE, Declarant, joined by the ATHA, hereby declare, covenant and agree as follows:

1. The Original Declaration, as amended by the First and Second Amendments, is incorporated by reference herein as if completely restated in this Second Amendment to Declaration, except as amended and modified hereby.

2. The first paragraph of Article III, Section 3.2, which has been previously amended by the Second Amendment, is further amended and replaced by the following language:

Section 3.2. Replatting and Rezoning.

Declarant has the right in its sole discretion, without the consent or approval of the Owner of any Lot, to replat the Lots owned by Declarant into a greater number of lots, thereby exceeding the original number of Lots in the Subdivisions, or to revise lot lines, subject to Section 3.3 herein. Declarant has the right in its sole discretion, without the consent or approval of the Owner of any Lot, to obtain revision of the FEMA floodplain zone and to replat Flood Zone A as designated on the Anasazi Trails Plat, or any portion thereof, into Lots for Single-Family Use. Declarant has the right in its sole discretion without the consent or approval of the Owner of any Lot or of the Homeowners Association, to replat Lots 1 through 7 and 26 through 28 of Anasazi Trails, at any time said lots are still owned by Declarant, but not to rezone such Lots for Multi-Family Use. Further, Declarant has the right to replat a portion of Lot 119 of Anasazi Meadows and incorporate it into Lot 6 of Anasazi Trails (to thereafter be known as Lot 6A of Anasazi Trails), the right to remove portions of Lots 76 and 119 from Anasazi Meadows and replat and incorporate them into lots 37-A-1 and 59-A-1 respectively in the Placitas Trails Subdivision, via lot line adjustment plats or similar instruments, and the right to remove Tract A from Anasazi Meadows and replat and incorporate it into a subdivision west of Anasazi Meadows when such subdivision is created. Tract A will not be subject to any assessments, dues, fees or standby charges of the Anasazi Meadows Homeowners Association as long as it remains in the Anasazi Meadows subdivision (unless it is at some point made into one or more lots and made subject to the ATHA by separate instrument).

3. This Third Amendment to Declaration shall run with the land and shall cover all lots in the Anasazi Trails and Anasazi Meadows Subdivisions for all purposes and shall be binding upon and inure to the benefit of Declarant, the ATHA, and all Owners, lessees and residents of the Anasazi Trails and Anasazi Meadows Subdivisions and their successors and assigns.

IN WITNESS WHEREOF, Declarant and the ATHA have caused this Third Amendment to Declaration to be duly executed.

ANASAZI TRAILS HOMEOWNERS ASSOCIATION, INC.

By: 

DELASHE INVESTMENTS, LLC

By: 

On behalf of itself and as attorney-in-fact for the owners of Lots 1, 5, 8-11, 13-74, 76, & 78-101 in the Anasazi Trails Subdivision

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

This instrument was acknowledged before me on June 6, 2005, by Thomas J. Ashe, Secretary of Anasazi Trails Homeowners Association, Inc, a New Mexico nonprofit corporation, on behalf of said corporation.

Susan M. Dorey White  
NOTARY PUBLIC

My commission expires 4-21-09.

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

This instrument was acknowledged before me on June 6, 2005, by Thomas J. Ashe, Member of Delashe Investments, LLC, a New Mexico limited liability company, on behalf of said company, and as attorney-in-fact for the lot owners of Lots 1, 5, 8-11, 13-74, 76, & 78-101 in the Anasazi Trails Subdivision.

Susan M. Dorey White  
NOTARY PUBLIC

My commission expires 4-21-09.