

Bylaws

Lafayette Place
Condominium Association, Inc.

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BYLAWS
OF
LAFAYETTE PLACE CONDOMINIUM OWNERS ASSOCIATION

LAFAYETTE PLACE CONDOMINIUM OWNERS ASSOCIATION, a New Mexico corporation, does hereby adopt the following Bylaws which shall govern the administration of LAFAYETTE PLACE CONDOMINIUM.

ARTICLE I

DEFINITIONS

- A. "Declarant" shall mean PRESLEY COMPANY OF NEW MEXICO, a New Mexico corporation, which has made and executed the Declaration, its successors in interest or its assigns.
- B. "Declaration" shall mean the instrument by which LAFAYETTE PLACE CONDOMINIUM is established as provided for under the New Mexico Condominium Act.
- C. "Project" shall mean the entire parcel of real property referred to in the Declaration to be divided into condominium units and the Common Area, including all structures thereon.
- D. "Location and Floor Plan" shall mean the site plan and floor plans of LAFAYETTE PLACE CONDOMINIUM prepared by Espey-Huston & Associates, Inc. filed in the office of the County Clerk of Bernalillo County, New Mexico contemporaneously herewith, with any amendments thereto.
- E. "Phase I" shall mean that real property located in Bernalillo County, New Mexico, described in the Declaration, together with all improvements constructed or to be constructed thereon and all easements, servitudes, rights and appurtenances belonging thereunto and all chattels intended for use in connection therewith.
- F. "Phase II" shall mean that real property located in Bernalillo County, New Mexico, described in Exhibit "D-1" to the Declaration, together with all improvements constructed or to be constructed thereon and all easements, servitudes, rights and appurtenances belonging thereunto and all chattels intended for use in connection therewith.
- G. "Phase III" shall mean that real property located in Bernalillo County, New Mexico, described in Exhibit "D-2" to the Declaration, together with all improvements constructed or to be constructed thereon and all easements, servitudes, rights and appurtenances belonging thereunto and all chattels intended for use in connection therewith.
- H. "Phase IV" shall mean that real property located in Bernalillo County, New Mexico, described in Exhibit "D-3" to the Declaration, together with all improvements constructed or to be constructed thereon and all easements, servitudes, rights and appurtenances belonging thereunto and all chattels intended for use in connection therewith.

I. "Phase I" shall mean that real property located in Bernalillo County, New Mexico, described in Exhibit "B-4" to the Declaration, together with all improvements constructed or to be constructed thereon and all easements, servitudes, rights and appurtenances belonging thereto and all chattels intended for use in connection therewith.

J. "Unit" or "condominium unit" shall mean the elements of the condominium which are not owned in common with the owners of other condominium units in the Project as shown on the plat. The boundary lines of each unit are as described in §47-71-2, N.M.S.A. (1978), in Paragraph 3 of the Declaration, and are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and including both the portions of the building so described and the space so encompassed.

K. "Common Area" shall mean all land and all portions of the property not located within any unit also includes, but not without limitation to, conduits, wires and other utility installations to the outlets, common walls, to the interior surfaces thereof, regardless of location, stairways, walkways, gardens, walkway balconies, offices, all installations of power, light, gas and water existing for common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

L. "Limited Common Areas" means common areas shown or designated as porch, storage unit, covered carport or Limited Common Area on the location plan, which areas are allocated to and reserved for the use of certain units to which they are appurtenant to the exclusion of the use by others. The use of the limited common areas shall be further controlled by the provisions of the Declaration and rules and regulations promulgated by the Association of Unit Owners.

M. "Condominium" shall mean the real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions.

N. "Unit Owner" or "Owner" shall mean the person or persons with an ownership interest in a condominium unit in the Project.

O. "Association" or "Association of Unit Owners" means all of the Unit Owners acting as a group in accordance with the Bylaws and Declaration.

P. "Board" or "Executive Board" shall mean the Board of Directors of the Lafayette Place Condominium Owners Association or an Executive Board elected therefrom acting on behalf of the Association.

Q. "Common Expenses" includes all sums lawfully assessed against the Unit Owners by the Association of Unit Owners; expenses of administration, maintenance, repair or replacement of the Project and of common areas and facilities; and expenses declared to be common expenses and items of expense referenced as such in the Declaration.

R. "Person" means an individual, corporation, partnership, combination, association, trustee, or other legal entity.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

A. Association of Unit Owners and Reservation of Special Declarant Rights.

(1) Each Owner of any unit shall automatically be a member of the Lafayette Place Condominium Owners Association, and if owning more than one unit shall hold one membership for each unit so held by said Owner in the Association, which shall be the governing and administrative body for all Unit Owners for the protection, preservation, upkeep, maintenance, repair and replacement of the exterior of the Units and buildings, the Common Areas and Facilities and the government, operation and administration of the Project property as a whole and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership shall automatically cease. Upon any transfer of ownership of any unit, regardless of how accomplished, the new Unit Owner acquiring or succeeding to such ownership interest shall likewise automatically succeed to such membership in such Association. No person other than an Owner may be a member of the Association.

(2) During the first five (5) years of the existence of the Condominium Project immediately following the filing of the Declaration, the Declarant or persons designated by Declarant may appoint and remove the officers and members of the Executive Board of the Association. Notwithstanding the foregoing period provided for Declarant control, such control shall terminate no later than the earlier of:

- (a) 180 days after conveyance of ninety percent (90%) of the units to Unit Owners other than the Declarant;
- (b) two years after Declarant has ceased to offer units for sale in the ordinary course of business; or
- (c) five years after any development right to add new units was last exercised.

Notwithstanding the foregoing, Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before the termination of that period, but in that event Declarant may require, for the duration of the period of Declarant control, that any actions of the Association or the Executive Board deemed by Declarant to have a significant effect on Declarant, as described in an instrument to be executed by Declarant and duly recorded with the County Clerk, be approved by Declarant before such actions become effective.

The election of members of the Executive Board or the appointment thereof shall be controlled by S47-7C-3, E, F and G, N.M.S.A. (1978).

B. Voting and Bylaws. At any meeting of the Owners, each Owner, including Declarant, shall be entitled to cast his or her vote for each unit owned in accordance with the percentages specified in Exhibit "C" attached to the Declaration. Any Owner may attend and vote at any meeting duly called in person, or by an agent duly appointed by an instrument in writing signed by the Owner and filed with the Board or the Manager. Any designation of an agent to act for an Owner may be revoked at any time by written notice to the Board or the Manager, and shall be deemed revoked when the Board or the Manager shall

receive actual notice of the death or judicially declared incompetency of such Owner or of the conveyance by such Owner of his condominium unit. If more than one record Owner, any or all of such persons may attend any meeting of the Owners, if it shall be necessary for those present to act unanimously in order to cast the votes to which they are entitled. Any designation of an agent to act for such person must be signed by all such persons. Declarant shall be entitled to vote with respect to any condominium unit owned by Declarant and as provided in the Bylaws of the Association.

In the event that a notice of default is recorded by any mortgagee who holds a mortgage which is a first lien on a condominium unit against the Owner of the condominium unit covered by the mortgage, then and until the default is cured, the right of the Owner of such condominium unit to vote shall be transferred to the mortgagee recording the notice of default. The administration of the property is governed by these Bylaws, a true copy of which is annexed to the Declaration, marked Exhibit "B," and incorporated therein by reference hereto. No modification of or amendment to these Bylaws shall be valid unless set forth in an amendment to the Declaration and the amendment duly recorded.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON PROPERTIES

A. Members' Easements of Enjoyment. Subject to the provisions of Paragraph B of this Article, every member shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to every condominium unit.

B. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the common properties, and in aid thereof, to mortgage said properties. In the event of a default upon any such mortgage, the lenders' rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members, and, if necessary, to open the enjoyment to a wider public until the mortgage debt is satisfied; whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(c) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of every member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge any reasonable admission or other fees for the use of the common properties; and

(e) The right of individual members to the exclusive use of parking spaces as provided in Paragraph C of this Article; and

(f) The right of the Association to dedicate or transfer all or any part of the common properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by the members entitled to cast two-thirds (2/3) of the votes has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least thirty (30) days in advance of any action taken.

C. Parking Rights. The Association shall maintain upon the common properties at least one parking space for each living unit. Subject to reasonable rules and conditions, the Association may designate at least one parking space conveniently located with respect to each living unit for the exclusive use of the members residing therein, their families and guests. The use of such space by any other member or person may be enjoined by the Association or by the members entitled thereto. The right to the exclusive use of such parking space and to their maintenance and designation by the Association shall be appurtenant to and shall pass with the title to each living unit if such designation is made by the Association or if the member has purchased such right from Developer or another member.

D. Delegation of Use. Any member may delegate his right of use and enjoyment of the common properties and facilities to members of his family, his tenants or his contract purchasers who reside on the property. Any person to whom said rights of use and enjoyment are delegated shall be subject to the same conditions, restrictions and limitations applicable to the delegating member.

ARTICLE IV

MAINTENANCE ASSESSMENTS

A. Common Expenses, Annual Assessments. Pursuant to Paragraph 21 of the Declaration, each member shall be liable for the payment of annual assessments or charges. The Board will set the annual assessment amount for each calendar year called the "assessment year". Until the assessment year beginning January 1, 19___, the annual assessment for living units may not exceed that shown on Exhibit "C" to the Declaration per living unit. From and after January 1, 19___, the amount of the annual assessment may be changed as provided in said Paragraph 21 of the Declaration.

The annual assessment will be due and payable in twelve equal monthly installments during the assessment year on the day of the month (which need not be uniform as to all living units) set by the Board. Initially the assessment shall be prorated to December 31 of the year of purchase from such date as the sale of each unit is closed.

The Association may change the maximum and basis of the assessments fixed by Paragraph 21 of the Declaration prospectively for any period therein specified, provided that any such change shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.



11. Special Assessments for Capital Improvements. In addition to the annual assessments and pursuant to Paragraph 22 of the Declaration, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE V

MEETINGS

A. Meetings. The presence at any meeting of Owners having a majority of the total votes shall constitute a quorum. In the event that a quorum is not present at any meeting, the Owners present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all the Owners in accordance with the provisions of this Article, and at that meeting the presence of Owners holding in excess of thirty percent (30%) of the total votes shall constitute a quorum for the transaction of business; but in the event a quorum is not present at that meeting, the Owners present, though less than a quorum, may give notice to all the Owners in accordance with this Article of an adjourned meeting, and, at that meeting, whatever Owners are present shall constitute a quorum. Unless otherwise expressly provided in the Declaration, any action may be taken at any meeting of the Owners upon the affirmative vote of a majority of the voting power of the Owners present and voting provided that a quorum is present as provided for above.

(1) Annual Meeting. There shall be a meeting of the Owners on the first Saturday in November of each year at 11:00 o'clock A.M. upon the Common Area or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice of the Board delivered to the Owners not less than ten (10) days prior to the date fixed for said meeting. At the annual meeting, the Board shall present a statement of the common expenses, itemizing actual receipts and disbursements for the current calendar year, and the estimated common expenses for the coming calendar year. Within ten (10) days after the annual meeting, said statement shall be delivered to the Owners not present at said meeting.

(2) Special Meetings. Special Meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration require the approval of all or some of the Owners, or for any other reasonable purpose. Said meetings shall be called by written notice, signed by a majority of the Board, or by the Owners having one-third (1/3) of the total votes and delivered not less than fifteen (15) days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered thereat.

ARTICLE VI

BOARD OF DIRECTORS

A. Number and Tenure. The property and affairs of the Association shall be managed by the Board of Directors. The first Board of Directors will consist of the three (3)

Directors named in the Articles and will serve until the First Annual Meeting of Members, at which time a new Board consisting of three (3) Directors will be elected by the members or appointed subject to the provisions of Paragraph 14 of the Declaration. Thereafter, the Board will consist of three (3) Directors unless changed by the Association.

B. Qualifications, Removal, Vacancies. Directors need not be a member of the Association. Directors will hold office until their successors are elected and qualified. A Director may be removed with or without cause upon a majority vote of the Directors for persistent failure to attend regular meetings of the Board. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

C. Compensation. Directors shall not be paid for services rendered as a Director, but shall be entitled to receive reimbursement for actual expenses incurred in the performance of their duties.

D. Meetings of the Board. The Annual Meeting of the Board will be held immediately following the Annual Meeting of the Members. Regular Meetings of the Board shall be fixed from time to time by Board Resolution. Special Meetings of the Board may be called by the President or any two (2) Directors by giving written notice to each Director at least three (3) days prior to such Special Meeting. Such notice of Special Meeting shall specify the time, place and purpose of the meeting.

E. Action by the Board. The Directors may only act as a Board. The Board may act by majority vote of the Directors present at a duly called meeting at which a quorum is present. A majority of the Directors then in office present in person constitutes a quorum. The Board may also act without a meeting, but only by unanimous consent in writing executed by all Directors then in office.

F. Nomination of Directors. Nominations for election to the Board shall be made by the Nominating Committee at least twenty (20) days prior to the Annual Meeting of Members. Such nominations shall be delivered to the Secretary. The Nominating Committee may make as many nominations as it desires, but shall nominate not less than the number of directorships to be filled. Such nominations may be made from among members and/or non-members of the Association.

G. Election of Directors. The Secretary will prepare a ballot describing the vacancies to be filled, setting forth the nominees selected by the Nominating Committee, and providing a space for a write-in vote for each vacancy. The ballot will be included with the notice of the annual meeting to be mailed to each member. Each member or proxy holder will be entitled to one vote for each directorship to be filled. The completed ballot must be returned by mail or delivered to the Secretary before the commencement of the Annual Meeting of Members. The ballot must be signed and dated by the member or proxy holder. The Secretary will count the ballots and announce the results at the Annual Meeting of Members. The names receiving the largest number of votes will be elected as directors. Any controversy as to the validity of any ballot or the right of any member or proxy holder to vote will be determined by the Board of Directors.

H. Powers and Duties of the Board.

(a) The Board shall have power:

POWERS OF DIRECTORS

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- (1) To call special meetings of the members at its discretion;
 - (2) To enter into such contracts with third parties as it deems necessary and desirable for the discharge of its duties;
 - (3) To appoint and remove, at its discretion, all officers, agents and employees of the Association, to fix their compensation, and to require of them such security or fidelity bond as may be deemed expedient;
 - (4) To establish, levy, assess and collect annual and special assessments pursuant to Paragraphs 20 and 21 of the Declaration;
 - (5) To adopt and publish rules and regulations governing the use of the Common Properties and the personal conduct of the members and their guests thereon;
 - (6) To engage or employ attorneys, accountants and such other professional assistance as may be deemed necessary;
 - (7) To bring such suits in the name of the Association at law or in equity, as may be deemed necessary to enforce the covenants, conditions and restrictions set forth in the Declaration; and
 - (8) To exercise all powers in the name of the Association set forth in the Declaration, Articles or these Bylaws, and the authority contained in Section 18 of the Declaration.
- (b) The Board shall have the duty:
- (1) To maintain a complete record of its actions and corporate affairs and to report thereon at the Annual Meeting of Members;
 - (2) To supervise all officers, agents and employees of the Association;
 - (3) As more particularly set forth in the Declaration:
 - (i) To fix the amount of the annual assessment against each Living Unit prior to January 1 of each year;
 - (ii) To prepare a roster of annual assessments applicable to each Living Unit to be maintained in the office of the Association and to be kept open for examination by any member;
 - (iii) To send written notice of the annual assessment to each member; and
 - (iv) To issue, or cause to be issued, upon demand by any member or interested person a certificate setting forth whether any annual or special assessment has been paid;
 - (4) To maintain, repair, rebuild and keep in good condition all the Common Properties and the exterior of the Project and of each Unit as the Board

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shall determine are necessary and proper to protect or to preserve the appearance and value of the Project;

- (5) To pay all valid taxes, liens or other charges against the Common Properties, if any;
- (6) To maintain fire and hazard insurance, if-applicable, and liability insurance on the Common Properties in accordance with the Declaration provisions; and
- (7) To perform all other obligations of the Association set forth in the Declaration, Articles and these Bylaws.

I. Committees. The Board may appoint the following standing committees, each of which shall consist of a chairman who shall be a Director and two (2) members who shall not be Directors and each of which shall serve from the close of the Annual Meeting of Members to the close of the next Annual Meeting of Members.

(a) The Nominating Committee, which shall have the duties set forth in Paragraph E of this Article VI.

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(b) The Maintenance Committee, which shall advise on all matters pertaining to maintenance, repair and improvements to the Common Properties.

(c) The Audit and Budget Committee, which shall prepare the annual budget for the next ensuing year, approve or disapprove the balance sheet and operating statement for the previous year, and supervise the annual audit of the Association's books. The Treasurer shall serve as an ex-officio member of this committee.

ARTICLE VII

OFFICERS

A. Enumeration of Offices. The officers of this Association shall be a President, and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

* B. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

C. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

D. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

E. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of

receipt of such notice or at any later time specified therein, and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

F. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

G. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Paragraph D of this Article.

H. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors and perform such duties as required by the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Treasurer. Subject to the delegation of authority to a Manager by the Board, the Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VIII

GENERAL PROVISIONS

A. Seal. The Board may, but need not, adopt a form of seal to be used by the Association.

B. Waiver of Notice. Any notice of meeting required by the Declaration or these Bylaws will be considered given when mailed to the last address shown by the records of the Association or when delivered. Any such notice requirement will be considered waived by any person who waives notice in writing, either before or after the meeting, or by any person who appears at the meeting for any reason other than to contest the validity of the call of the meeting.

Indemnity

C. Indemnity. The Association will defend, indemnify and hold harmless each member, director, officer or committee member of the Association against expenses and liabilities reasonably incurred in connection with any claim or lawsuit in which such member, director, officer or committee member is made a party by reason of the performance of his duties in such capacity; provided, however, that this provision does not apply to gross negligence or willful misconduct by the indemnitee.

D. Amendments. These Bylaws may be amended at any regular or special meeting of the Board by majority vote of the Directors present at such meeting; provided, however, that any provisions of these Bylaws which are controlled by the Articles or the Declaration may not be amended except as provided in the Articles or Declaration. No amendment shall be effective unless prepared and filed in accordance with the Condominium Act and the Nonprofit Corporation Act and no material amendment to these Bylaws shall be made without the prior written approval of each institutional holder of a first mortgage lien on units in the Project.

E. Construction. In the case of conflict between the Articles and these Bylaws, the Articles shall control. In the case of conflict between the Declaration and these Bylaws, the Declaration shall control, except to the extent the Declaration is inconsistent with the Condominium Act.

F. Severability. The invalidity of any provision of these Bylaws shall not affect the validity of the remaining provisions of these Bylaws or of the Declaration.

 CERTIFICATE 

IN WITNESS WHEREOF, we, the undersigned, constituting all the Directors of LAFAYETTE PLACE CONDOMINIUM OWNERS ASSOCIATION, a New Mexico nonprofit corporation, hereby certify that the foregoing Bylaws were duly adopted as the Bylaws of LAFAYETTE PLACE CONDOMINIUM OWNERS ASSOCIATION on the _____ day of _____, 1985, at the first meeting of the Board of Directors of said Association.

DIRECTORS:

C. W. Reynolds, President

William C. Thompson, Vice President

Charles E. Cook, Secretary

LAFAYETTE PLACE CONDOMINIUM

CLASS:

Building/Unit	Approximate Square Footage	Per Unit Percentage of Total Interest (Determination of Pro Rata Share of Common Area Expenses and Insurance Participation and Voting)	Original Assessment (Monthly)	Vote
Building A				
Units A-1 thru A-8	1,043 each unit	2.8411755 each unit	\$47.00	1 vote per unit
Building B				
Units B-1 thru B-22	1,043 each unit	2.8411755 each unit	\$47.00	1 vote per unit
Building C				
Units C-1 thru C-34	1,043 each unit	2.8411755 each unit	\$47.00	1 vote per unit
		100.00%	\$1,593.00	34 votes

EXHIBIT FOR

A tract of land situate within TRACT B, WELLINGTON EAST, as the same is shown and designated on the plat of TRACTS A AND B, WELLINGTON EAST, filed in the office of the County Clerk of Bernalillo County, New Mexico, on November 27, 1984 (C25-149), and being more particularly described as follows:

BEGINNING at the northwest corner of Phase II, said point being common to the northwest corner of the aforementioned Tract B;

- THENCE S 89° 45' 37" E, 202.50 feet to a point;
- THENCE S 00° 16' 33" W, 115.13 feet to a point;
- THENCE S 48° 29' 58" E, 43.54 feet to a point;
- THENCE S 00° 16' 33" W, 21.50 feet to a point;
- THENCE S 05° 09' 52" E, 31.64 feet to a point;
- THENCE S 60° 16' 33" W, 36.50 feet to a point;
- THENCE S 06° 53' 54" E, 43.04 feet to a point;
- THENCE S 60° 16' 33" W, 38.33 feet to a point;
- THENCE N 39° 43' 27" W, 99.80 feet to a point;
- THENCE S 75° 22' 21" W, 59.29 feet to a point;
- THENCE N 89° 43' 27" W, 97.90 feet to a point;
- THENCE N 00° 16' 33" E, 339.75 feet to the point of beginning;

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A tract of land situate with TRACT B, WELLINGTON EAST, as the same is shown and designated on the plat of TRACTS A AND B, WELLINGTON EAST, filed in the office of the County Clerk of Bernalillo County, New Mexico, on November 27, 1984 (C23-149), and being more particularly described as follows: BEGINNING at the southeast corner of Phase III, whence the southeast corner of the aforementioned Tract B, bears S 90° 03' 27" W, 231.00 feet;

THENCE N 89° 43' 27" W, 156.83 feet to a point;

THENCE N 68° 46' 33" W, 33.32 feet to a point;

THENCE N 00° 16' 33" E, 45.65 feet to a point;

THENCE N 10° 43' 27" W, 57.65 feet to a point;

THENCE N 00° 16' 33" E, 9.38 feet to a point;

THENCE N 89° 43' 27" W, 83.50 feet to a point;

THENCE S 45° 28' 37" W, 33.32 feet to a point;

THENCE N 00° 16' 33" E, 160.00 feet to a point;

THENCE S 39° 43' 27" E, 24.00 feet to a point;

THENCE N 00° 16' 33" E, 38.33 feet to a point;

THENCE S 89° 43' 27" E, 78.00 feet;

THENCE S 33° 16' 53" E, 15.01 feet to a point;

THENCE S 11° 16' 33" W, 40.09 feet to a point;

THENCE S 33° 43' 30" E, 12.02 feet to a point;

THENCE S 61° 12' 05" E, 44.10 feet to a point;

THENCE S 69° 43' 27" E, 155.96 feet to a point;

THENCE S 00° 03' 27" W, 231.00 feet to the point of beginning.

A tract of land situated within TRACT B, WELLINGTON EAST, as the same is shown and designated on the plat of TRACTS A AND B, WELLINGTON EAST, filed in the office of the County Clerk of Bernalillo County, New Mexico, on November 27, 1934 (C-125-149), and being more particularly described as follows: BEGINNING at the southeast corner of Phase IV, said point being common to the southeast corner of the abovementioned Tract B;

THENCE N 89° 49' 34" W, 330.46 feet to a point;
THENCE N 00° 16' 33" E, 143.47 feet to a point;
THENCE S 89° 43' 27" E, 21.00 feet to a point;
THENCE N 00° 16' 33" E, 174.50 feet to a point;
THENCE N 16° 25' 24" W, 10.44 feet to a point;
THENCE N 43° 28' 37" E, 33.82 feet to a point;
THENCE S 89° 43' 27" E, 83.50 feet to a point;
THENCE S 65° 16' 33" W, 9.33 feet to a point;
THENCE S 10° 43' 27" E, 57.65 feet to a point;
THENCE S 00° 16' 33" W, 45.67 feet to a point;
THENCE S 68° 45' 33" E, 38.32 feet to a point;
THENCE S 89° 43' 27" E, 156.83 feet to a point;
THENCE S 00° 07' 27" W, 231.00 feet to the point of beginning;

A tract of land situated within TRACT B, WELLINGTON EAST, as the same is shown and designated on the plat of TRACTS A AND B, WELLINGTON EAST, filed in the office of the County Clerk of Bernalillo County, New Mexico, on November 27, 1954 (C2-110), and to be more particularly described as follows:

- BEGINNING at the southwest corner of Phase V, said point being common to the south east corner of the aforementioned Tract B;
- THENCE N 00° 16' 33" E, 477.91 feet to a point;
- THENCE S 89° 43' 27" E, 97.90 feet to a point;
- THENCE N 75° 22' 21" E, 59.29 feet to a point;
- THENCE S 89° 43' 27" E, 75.30 feet to a point;
- THENCE S 00° 16' 33" W, 169.06 feet to a point;
- THENCE S 16° 25' 24" E, 10.41 feet to a point;
- THENCE S 00° 16' 33" W, 174.50 feet to a point;
- THENCE N 89° 43' 27" W, 21.00 feet to a point;
- THENCE S 00° 16' 33" W, 148.47 feet to a point;
- THENCE N 39° 46' 34" W, 213.90 feet to the point of beginning.

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1955 MAY 31 PM 1:55
20 Rec-234-A 405-444
DOLores C. WALTER
CLERK & RECORDER
Deputy

EXHIBIT "D-A"