

**CONDOMINIUM DECLARATION
FOR
PUERTAS PINTADAS, A CONDOMINIUM**

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Article 1
Submission of the Property; Defined Terms

1.1 Submission of Property. Rinconada Properties, LLC, a California limited liability company, owner of the real property described on Exhibit A annexed hereto, located within Taos County, New Mexico, submits the real property, together with all easements, rights and appurtenances thereto ("Property") to the provisions of New Mexico Laws 1982, Chapter 27 (Chapter 47, Articles 7A, 7B, 7C and 7D, N.M.S.A. 1978), known as the New Mexico Condominium Act ("Condominium Act" or "the Act"), and creates a Condominium with respect to the Property to be known as Puertas Pintadas, a Condominium ("Condominium").

1.2 Defined Terms.

- **Association:** Puertas Pintadas Association, a New Mexico non-profit corporation.
- **Bylaws:** the Bylaws of the Association.
- **Directors:** the Board of Directors of the Association.
- **Documents:** the Declaration, Plat and Plans recorded and filed pursuant to the provisions of the Condominium Act, the Bylaws, and any Regulations as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.
- **Eligible Mortgagee:** the holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article 6.
- **Owner:** the owner of a Unit as defined herein.
- **Property:** the real property located in Taos County, New Mexico, more particularly described on Exhibit A.
- **Regulations:** the Regulations of the Association, adopted by the Directors pursuant to §47-7C-2 N.M.S.A. 1978.
- **Reserved Common Element:** a portion of the Common Elements designated by the Directors for the exclusive use of one or more but fewer than all the Units, pursuant to §47-7C-2, N.M.S.A. 1978.

- **Security Interest:** an interest in real estate created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, land sales contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.
- **Other Terms:** terms not otherwise defined herein or in the Plat, Plan, Exhibits, or Bylaws, or in any amendment hereto, shall have the meanings specified in §47-7A-3 of the New Mexico Condominium Act.

Article 2

Buildings on the Property; Unit Boundaries; Maintenance

2.1 The Buildings.

The location, dimensions and area of the buildings on the Property are depicted on Exhibit B (Plat and Plans).

2.2 Units.

The location of Units and any Limited Common Elements allocated exclusively to each Unit are shown on the Plat and Plans. Attached as Exhibit C hereto is a list of all Units, their identifying letters, size (as shown more fully on the Plat and Plans), and the undivided percentage interest of each Owner in the Common Elements and Common Expenses (Percentage Interest) appurtenant to each Unit determined on the basis of size. The size of each Unit is the total number of interior square feet determined by reference to the dimensions shown on the Plat and Plans. The percentage ownership interest in the Common Elements, liability for common expenses, and vote allocated to each Unit is the ratio of the size of the Unit to the size of all Units in the Condominium, expressed as a decimal fraction. Each Unit shall be allotted one (1) vote in the Association. The number of Units created hereby is twelve (12).

2.3 Unit Boundaries.

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

2.4 Maintenance Responsibilities.

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

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Directors may provide exterior maintenance upon such Limited Common Element and assess the cost there.

2.5 Common Expenses Attributable to Fewer than all Units.

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

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

Any Common Expense for maintenance of a building containing Units shall be assessed against the Units in that building.

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

An assessment to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was entered, in proportion to their Common Expense liabilities.

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

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

**Article 3
Restriction on Units and Common Elements**

3.1 Designation of Reserved Common Elements.

The Directors shall have the power in their discretion to designate from time to time certain Common Elements as Reserved Common Elements and grant reserved rights to any or less than all of the Owners and establish a reasonable charge to such Owners for the use and maintenance thereof. Such designation by the Directors shall not be construed as a sale or disposition of the Common Elements.

3.2 Use of Unit and the Common Elements.

The use of each Unit is restricted to that of a single family residence and accessory uses as permitted herein. Except for those activities conducted as a part of the marketing and

development program of the Declarant, no industry, business, trade or commercial activities other than home professional pursuits without employees, public visits or nonresidential storage, mail or other use of a Unit shall be conducted, maintained or permitted in any part of a Unit. A single-family residence is defined as a single housekeeping Unit, operating on a nonprofit, noncommercial basis with a common kitchen and dining area, and with no more overnight occupants than two (2) per bedroom as designated on the plans on file with the building official of the County of Taos. No immoral, improper, offensive or unlawful use may be made of the Property and Owners shall comply with and conform to all applicable laws and regulations. A violating Owner shall hold the Association and other Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

3.3 Occupancy Restrictions.

The following occupancy restrictions apply to all Units and to the Common Elements:

- No electrical device creating electrical overloading of standard circuits may be used without permission from the Directors. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Owner from whose Unit it shall have been caused. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.
- No Owner shall enter into a lease of his or her Unit without first executing a written lease with the lessee. Such lease shall require the lessee to comply with the terms and provisions of the Documents and further, provide that the failure of the lessee to comply with these Condominium Documents constitutes a default under the terms of the lease. Each Unit Owner shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Directors. Each Owner shall be deemed to have appointed the Association his agent for purposes of enforcing against a tenant any default arising from violation of the Documents. The foregoing provisions of this subsection shall not apply to the Declarant, or to an Eligible Mortgagee in possession of a Unit as a result of foreclosure or any proceeding in lieu of foreclosure, during the period of such Eligible Mortgagee's possession.
- Each Owner shall keep his or her Unit in a good state of preservation and cleanliness. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire, odors, seepage, or encouragement of vermin.

- All fixtures and equipment will be used for the purposes for which they were designed.
- Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements except with the prior written consent of the Directors.
- The Common Elements shall be used only for the uses for which each was designed and are reasonably suited incident to the use and occupancy of the Units.
- No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants. No Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Owners or occupants.
- No sign, window display or advertising visible from outside a Unit shall be maintained or permitted in any part of a Unit, except with the prior permission of the Association.
- Household pets, of gentle disposition, may be kept within the boundaries of a Unit, provided each has been approved and licensed by the Directors as to compatibility with the Condominium. Such pet (or pets) shall not be permitted upon the Common Elements unless accompanied by an adult and unless carried or leashed. Any Owner who keeps and maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, Directors, and each Owner and the Declarant harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered with the Directors and shall otherwise be registered and inoculated as required by law. Any pet causing or creating a nuisance, danger to humans, or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days' written notice from the Directors. The Owner of a Unit housing a pet shall be responsible for cleaning up any waste deposited by the pet on the Property and for reimbursing the Association for any damage

caused by the pet to the Property. Companion or helper animals, including seeing eye dogs and hearing ear dogs, will be permitted.

- Subject to designation of any space as a Reserved Common Element, all parking spaces located within the Common Elements shall be used on a "first come — first served" basis.

3.4 Restrictions on Alienation

No Unit may be conveyed pursuant to a time-sharing plan. Any lease of a Unit shall include a provision that the occupant will recognize the Association as landlord, solely for the purpose of having the power to enforce remedies for a violation of the provisions of the Documents against the tenant, provided the Association gives the landlord notice of its intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.

3.5 Satellite Antennae.

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

3.6 Subdivision of Units.

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

Article 4 Easements; Right of Access

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

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

4.2 Easement in Favor of the Declarant.

Declarant expressly reserves for itself, its agents and employees an easement through the Common Elements, and the right of access to any Unit (upon reasonable notice), as may be reasonably necessary, for the purpose of making improvements within the Condominium, exercising any Special Declarant Right, discharging the Declarant's obligations, inspecting any portion of the Condominium, or for any other reasonable purpose.

**Article 5
Amendment of Declaration**

5.1 Restrictions On Amendments.

No material amendment of this Declaration of an adverse nature to Eligible Mortgagees may be made by the Association or the Owners without the prior written consent of Eligible Mortgagees representing at least fifty-one percent (51%) of the votes of the Units subject to mortgages. An addition or amendment to this Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any amendment or change to any provisions which establishes, governs or regulates any interest of Eligible Mortgagees, including any action which terminates the legal status of the Condominium after substantial destruction or condemnation occurs, or for others reasons, or which by act or omission withdraws the submission of the Property to the Condominium Act, except as provided by the Condominium Instruments or the Condominium Act, shall be considered materially adverse.

5.2 Implied Consent of Eligible Mortgagees.

A proposed amendment shall be deemed approved by an Eligible Mortgagee if the Eligible Mortgagee fails to object or consent to a written proposal for an amendment within sixty (60) days after receipt of the written proposal.

5.3 Amendment by Unit Owners.

Except as otherwise provided or reserved herein or in the Act, this Declaration may be amended only by vote of agreement among Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated. Execution by the President of the Association of a certificate stating that Unit Owners holding sixty-seven percent (67%) or more votes in the Association have approved the Amendment shall be sufficient to show the requisite approval by Unit Owners to the Amendment.

5.4 Execution of Amendments.

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

**Article 6
Protection of Security Interests**

6.1 Eligible Mortgagee Protection.

Except as specifically provided in the Declaration or in the Act, no provision of the Declaration shall be construed to grant to any Owner or to any other person, any priority over any lien rights

of an Eligible Mortgagee pursuant to its Security Interest in the case of distributions of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

6.2 Subordination.

Notwithstanding any other provision of this Declaration to the contrary, the lien of any assessment levied pursuant to the Bylaws upon any Unit (and any penalties, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of an Eligible Mortgagee; *provided, however*, that this subordination shall apply only to assessments on a Unit which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or to any deed or other proceeding in lieu of foreclosure, and any such sale or transfer in foreclosure or in lieu of foreclosure shall not relieve the purchaser of the Unit from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

6.3 Notice of Actions.

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

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

6.4 Enforcement.

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

Article 7 Association May Assign Income

The Association shall have all the powers provided for in §47-7C-2 of the Condominium Act including but not limited to the right to assign its right to future income (including the right to

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receive Common Expense Assessments) for the purpose of securing repayment of funds borrowed or indebtedness incurred by the Association in the performance of its responsibilities.

Article 8 Special Declarant Rights

8.1 Declarant Control of the Association.

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

8.2 Use for Sales Purposes.

All Units shall be subject to the statutory right in favor of Declarant provided in §47-7B-15 of the Condominium Act. Declarant reserves the right to use any Units owned by Declarant as models, management offices or sales offices until such time as Declarant conveys title thereto to Owners. Declarant reserves the right to relocate the same from time to time within the Property; upon relocation or sale of a model, management office or sales office, the furnishings thereof may be removed. Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of Declarant.

8.3 Creation of Units, Common Elements and Limited Common Elements.

Declarant reserves the right, until the twenty-fifth (25th) anniversary of the recording hereof, to create within the Condominium up to thirty-one (31) additional Units, Common Elements and Limited Common Elements as described in Exhibit B. These may be built at any time and in any order.

8.4 Adjustment of Allocated Interests.

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

8.5 No Limitation as to Development Rights.

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

**Article 9
Substantial Completion**

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

**Article 10
Taxation**

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

**Article 11
Use of New Technology**

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

In witness whereof, the undersigned have executed this Declaration this 19 day of July, 2006.

Declarant:

Rinconada Properties, LLC

By: _____

Peter T. Lewis, Manager

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Exhibit A

A tract of land in Taos, Taos County, New Mexico; within the Fernando de Taos Grant; shown on the Taos County Property ID Maps within Projected Section 17, Township 25 North, Range 13 East, NMPM; described as part of Tract 139, Map 21, Survey 2 of the 1941 Taos County Reassessment Survey; also described as Lots 1, 2, 3 and 4, Block 16; Lots 2, 3 and 4, Block 12 and Lots 1, 2 and 3, Block 8 with that part of Apache Street and alleys within the said blocks of the Randall Subdivision and more particularly described as follows:

Beginning at the SE corner of this tract, a ½" rebar found on the northerly right-of-way of Tewa Street, from whence Artist, a 1954 US Coast and Geodetic Survey brass cap monument found, bears S 70° 49' 28" E, 4632.99 feet distant, thence along said right-of-way:

N 63° 37' 42" W, 337.35 feet to a ½ inch rebar found, thence:

N 63° 34' 00" W, 153.80 feet to the SW corner of this tract, a ½ inch rebar with a cap stamped LS 9764, found on the easterly boundary of Block 20 of the Randall Subdivision, thence leaving said right-of-way and along said boundary:

N 26° 25' 37" E, 337.97 feet to the NW corner of this tract, a point from whence a 5/8" rebar found as a witness corner bears

S 26° 25' 37" W, 40.13 feet distant, thence leaving said boundary:

N 84° 51' 07" E, 67.10 feet to a point from whence a ½ inch rebar with a cap stamped LS 6843 found as a witness corner bears

N 26° 19' 24" W, 17.00 feet distant, thence:

S 65° 12' 00" E, 41.39 feet to a point from whence a ½ inch rebar with a cap stamped LS 6843 found as a witness corner bears

N 31° 51' 19" E, 17.00 feet distant, thence:

S 65° 43' 31" E, 105.37 feet to a point from whence a ½ inch rebar with a cap stamped NMPS 11770 set as a witness corner bears

S 26° 26' 00" W, 20.00 feet distant, thence:

S 26° 26' 00" W, 78.20 feet to a ½ inch rebar with a cap stamped NMPS 11770 set previously thence:

S 63° 37' 42" E, 133.35 feet to a ½ inch rebar set previously, thence:

N 26° 22' 18" E, 10.23 feet to a ½ rebar set, thence:

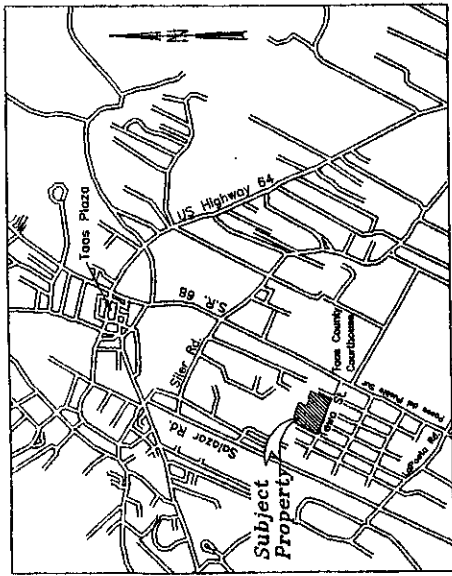
S 64° 17' 11" E, 4.20 feet to a 1-½ inch iron pipe found, thence:

S 64° 17' 11" E, 132.05 feet to a ½ inch rebar found with a cap stamped NMPS 12441, thence:

S 61° 03' 35" E, 17.46 feet to the northeast corner of this tract, a ½ inch rebar set thence along the westerly right-of-way of Acoma Street:

S 26° 22' 18" W, 310.95 feet to THE POINT OF BEGINNING.

Located within the Fernando de Taos Grant, in the Town of Taos, Taos County, New Mexico



Taos, New Mexico
Vicinity Map
Scale: 1" = 1/4 mile

PROPERTY DESCRIPTION

A tract of land in Taos, Taos County, New Mexico, within the Fernando de Taos Grant, shown on the Taos County Property Maps as part of Section 17, Township 35 N, Range 13 E, N.M.P.S. #11770, and as part of Tract 139, Min. 21, Survey 2 of the 1941 Taos County Reassessment Survey, also described as Lots 1, 2, 3 and 4, Block 16, Lots 2, 3 and 4, Block 12 and Lots 1, 2 and 3, Block 8, with that part of Apache Street and alleys within the said Blocks of the Randall Subdivision and more particularly described as follows:

BEGINNING at the SE corner of this tract, a 1/2" rebar found on the northerly right-of-way of Tewa Street, from whence Arbol, a 1954 US Coast and Geodetic Survey brass cap monument found, bears S 70° 48' 28" E, 4631.99 ft. distant, thence along said right-of-way:

- N 63° 37' 42" W, 337.35 ft. to a 1/2" rebar found, thence:
- N 63° 34' 00" W, 153.80 ft. to the SW corner of this tract, a 1/2" rebar with a cap stamped LS 9764, found on the easterly boundary of Block 20 of the Randall Subdivision, thence leaving said right-of-way and along said boundary:
- N 25° 25' 37" E, 337.97 ft. to the NW corner of this tract, a point from whence 6 1/8" witness bears as a witness corner bears;
- S 25° 25' 37" W, 45.13 ft. distant, thence leaving said boundary;
- N 63° 37' 42" W, 67.10 ft. to a point from whence 1/2" rebar with a cap stamped LS 6843 found as a witness corner bears;
- N 25° 18' 24" W, 17.00 ft. distant, thence:
- S 65° 12' 00" E, 41.39 ft. to a point from whence a 1/2" rebar with a cap stamped LS 6843 found as a witness corner bears;
- N 31° 51' 19" E, 17.00 ft. distant, thence:
- S 65° 43' 31" E, 105.37 ft. to a point from whence a 1/2" rebar with a cap stamped NMP5 11770 set as a witness corner bears;
- S 25° 25' 00" W, 20.00 ft. distant, thence:
- S 25° 25' 00" W, 78.20 ft. to a 1/2" rebar with a cap stamped NMP5 11770 set previously, thence:
- S 63° 37' 42" E, 133.35 ft. to a 1/2" rebar set previously, thence:
- S 25° 22' 18" E, 10.23 ft. to a 1/2" rebar set, thence:
- S 64° 17' 11" E, 4.20 ft. to a 1-1/2" iron pipe found, thence:
- S 64° 17' 11" E, 132.05 ft. to a 1/2" rebar found with a cap stamped NMP5 12441, thence:
- S 61° 03' 35" E, 17.46 ft. to the NE corner of this tract, a 1/2" rebar set thence along the westerly right-of-way of Acornia Street;
- S 25° 22' 18" W, 310.95 ft. to THE POINT OF BEGINNING.

This tract contains 3.748 acres more or less, as shown on Red Tail Surveying Inc. plat #1230, entitled "Puertas Pintadas, a Condominium", dated 10 May 2006, prepared by Robert A. Watt, N.M.P.S. #11770.

STATE OF NEW MEXICO
COUNTY OF TAOS
I, _____, Notary Public in and for the County of Taos, State of New Mexico, do hereby certify that the foregoing is a true and correct copy of a plat which was filed for record on the _____ day of _____, A.D. 2006, at _____ o'clock P.M., in accordance with the provisions of the laws of the State of New Mexico, in and to the effect of the foregoing plat, and that the same is a true and correct copy of the original as the same appears on file in my office.

Notary Public
Robert A. Watt

Sheet 1

CONDOMINIUM SURVEY
Current owner: Rinconada Properties, LLC
Projected Section 17, T. 25N, R. 13E, NMPM
Survey plat prepared for:
**Puertas Pintadas,
a Condominium**

Red Tail Surveying, Inc.
Complete Surveying and
Earth Information Services
306-A, Hondo Street
Taos, New Mexico 87371-4654
505.758.7741 868.579.6373
E-mail: rts@redtail.net

Draftsman: rh Proof: Robert A. Watt Date: 10 May 2006 Scale: 1"=1/4 mi Job no. 1230

DEED REFERENCES

No.	Type	Name	Book	Page(s)	Date
D1	Warranty	E.P. & S.R. Randall to Randall Lumber Co., Inc.	A-150	237	02 Feb 1988
D2	Warranty	Randall Lumber Co., Inc. to Building Contractors, Inc.	A-150	119	02 Feb 1988
D3	Warranty	Building Contractors, Inc. to Building Contractors, Inc.	A-157	119	30 Jul 1975
D4	Warranty	C.M. Sanchez to C.L. & C.M. Sanchez	A-243	740-742	03 Nov 1997
D5	Warranty	C.L. & C.M. Sanchez to R. Latham & S. Moran	A-253	846-849	26 Mar 1999
D6	Warranty	Randall Lumber Co., Inc. to EPR Enterprises, Inc.	B-323	384	08 May 2002
D7	Warranty	Tom of Taos and EPR Enterprises, Inc.	B-377	387-389	17 Oct 2002
D8	Warranty	EPR Enterprises, Inc. to Rio Valley Enterprises, Inc.	B-386	391	22 Oct 2003
D9	Warranty	Sancti Spiritus Exchange Corp. to Rinconada Properties, LLC	463	961-963	22 Oct 2004

PLAT REFERENCES

No.	Title	Surveyor	N.M.P.S. #	Job #	Date	Armed Date	Code	Page
P1	Randall Lumber Company	Robert A. Watt	11770	338	21 May 1998		D	71-74
P2	Neil and Susako Island	Scott B. Crowl	12441	L3182A	22 Jan 1998		D	71-74
P3	Unsubd. (Randall Subdivision)	Cecil E. Rowe	8327		Sep 1958		C	72-74
P4	Chow Toby and Charlotte Sanchez	Jeffrey B. Shuller	12445	RB 95	10 Sep 1985		D	72-74
P5	Alejo and Raon Fernandez	Russell C. Koller	12445	T-595	15 Mar 1989	02 Apr 1989	D	72-74
P6	EPR Enterprises, Inc.	Robert A. Watt	11770		338.02	20 Jun 2003	D	4-6
P7	Rio Valley Enterprises to Payer Lewis	Robert A. Watt	11770	338.02	16 Jun 2004		E	31-74

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EXHIBIT B

TAOS COUNTY
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 000321147
 Book 558 Page 377
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 07/19/2006 01:54:22 PM
 BY DIANAD

**Puertas Pintadas, a Condominium
 Located within the Fernando de Taos Grant, in the Town of Taos, Taos County, New Mexico**



3.748 acres ±
 (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)
 Zoned R-14, Town of Taos
 Pl. Tract 138, Map 21, Survey 2 TORS

LEGEND

- 1/2" REBAR SET w/ CAP STAMPED NMF'S 11770
- 1/2" REBAR FOUND w/ CAP STAMPED AS SHOWN
- ▲ 1954 US COAST & GEODETIC BRASS CAP MONUMENT FOUND
- TORS 1941 TAOS COUNTY REASSESSMENT SURVEY
- POINT NOT SET
- 1 1/2" PIPE FOUND
- DEAD REFERENCE
- PLAT REFERENCE
- POINT OF BEGINNING OF DESCRIPTION
- CURRENT OR FORMER OWNERSHIP
- FENCE
- WITNESS CORNER
- QUICH
- OVERHEAD POWER LINE
- POWER POLE
- ▨ LIMITED COMMON ELEMENT (LCE)
- ▨ RESERVED DEVELOPMENT RIGHTS
- ▲ UNIT TIE POINT

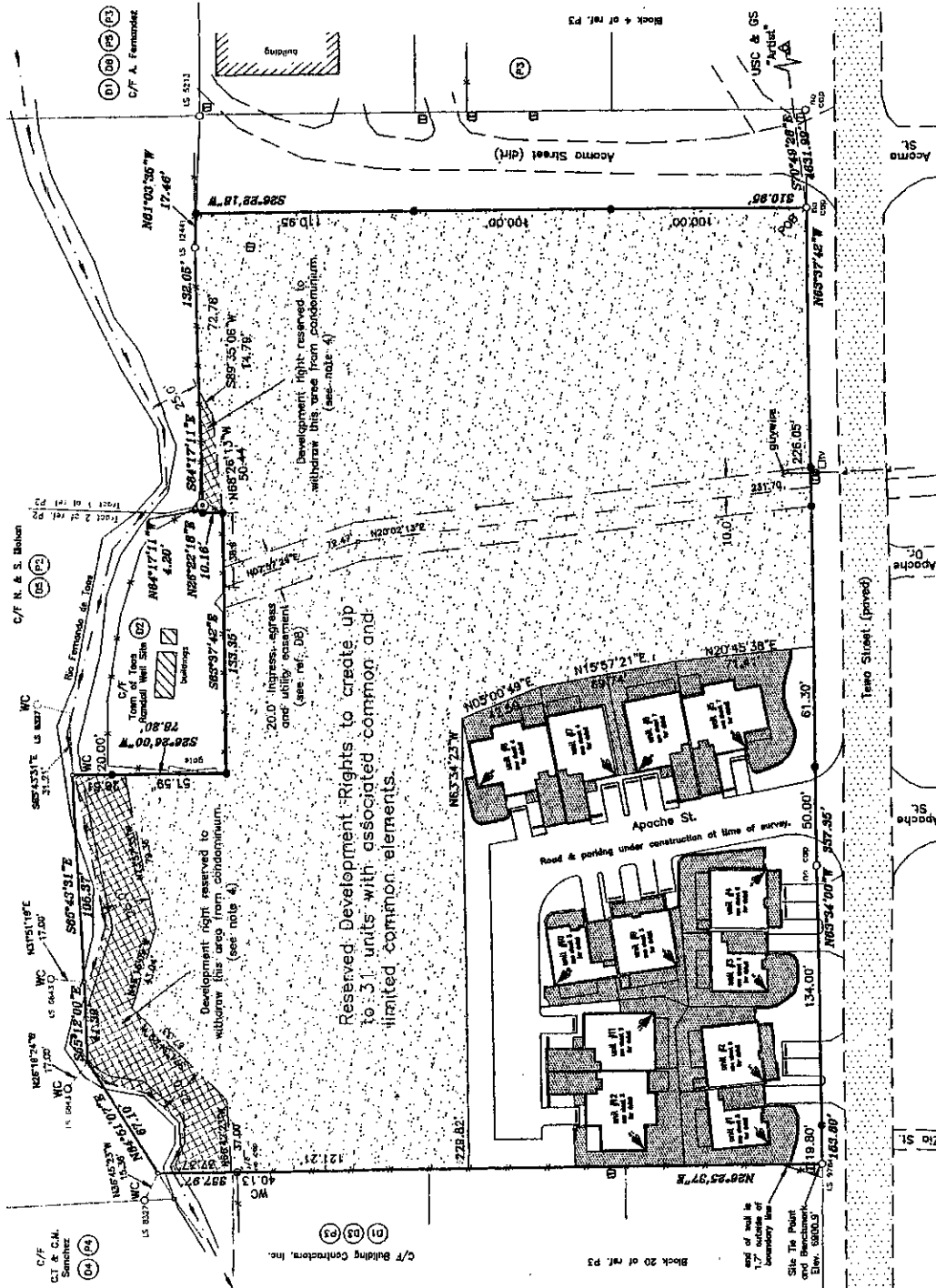
ELEVATION DATUM
 Elevations of this survey are based on an elevation of 6900.9' for the top of rebar found at the southeast corner of this tract.

Sheet 2

CONDOMINIUM SURVEY
 Current owner: Miconado Properties, LLC
 Projected Section 17, T 28N, R 13E, NMPM
 Survey plat prepared for:

**Puertas Pintadas,
 a Condominium**

Draftsman: m Proof: Robert A. Welt Date: 10 May 2006 Scale: 1"=40' Job no. 1230



- SURVEYOR'S NOTES**
- This survey is a compilation of information provided or found in a public record. There may be other documents specifying easements, restrictions, covenants or codes that were not provided or are not known at the time of the preparation of this plat.
 - Due to lack of accurate description, Taos County Reassessment Tract information shown is approximate.
 - The roadways designed to access the condominium units shown hereon have not been completed as of the date of preparation of this survey. The roadways and parking shown are based on design drawings provided by client.
 - The special reservation area shown is reserved for future conveyance to the Town of Taos. Based upon a proposed development agreement the developer may convey this tract to the Town of Taos for use as stream maintenance, emergency access and public dedication for a public path.

BEARING BASE
 Bearings of this survey are based on reference P6 as evidenced by monuments found in the field.

Red Tail Surveying, Inc.
 Complete Surveying and Earth Information Services
 301-A Hiram Street
 Taos, New Mexico 8771-4654
 505-752-7441 803-771-6373
 E-mail: info@redtail-survey.com

I, Robert A. Welt, a New Mexico Registered Professional Surveyor, certify that I conducted and am responsible for this survey, that this survey is true and correct to the best of my knowledge and belief, and that I have not been convicted of any crime involving dishonesty or fraud in the practice of my profession. I have complied with the requirements of 64-7-7B-3 of the New Mexico Condominium Act, NMSA 1978.

Robert A. Welt, NMF'S #11770
 Date: 10 May 2006

EXHIBIT B

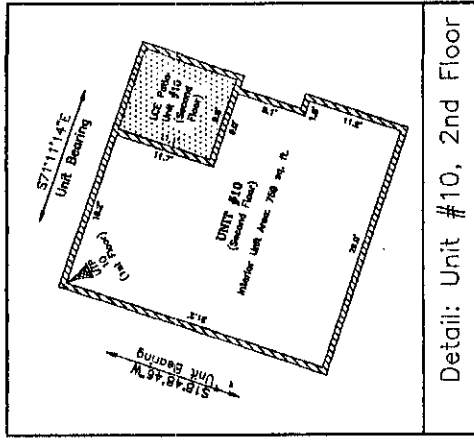
TAOS COUNTY
 ELAINE S. MONTANO, CLERK
 000321147
 Book 558 Page 378
 17 of 23
 07/19/2006 01:54:22 PM
 BY DIANAD

CONDOMINIUM SURVEY
 Current owner: Ranconada Properties, LLC
 Projected Section 17, T 25N, R 13E, N1/4M
 Survey plat prepared for:
**Puertas Pintadas,
 a Condominium**

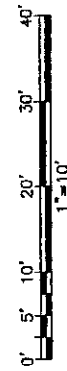
Red Tail Surveying, Inc.
 Complete Surveying and
 Earth Information Services
 301-A Jirahua Street
 Taos, New Mexico 87771-5916
 505.733.7441
 E-mail: rts@redtailsurveying.com

Draftsman: rh Project: Robert A. West Date: 10 May 2006 Scale: 1"=10' Job no. 1230

Sheet 3



- LEGEND**
- UNIT TIE POINT
 - LIMITED COMMON ELEMENT (LCE)
 - RESERVED DEVELOPMENT RIGHTS

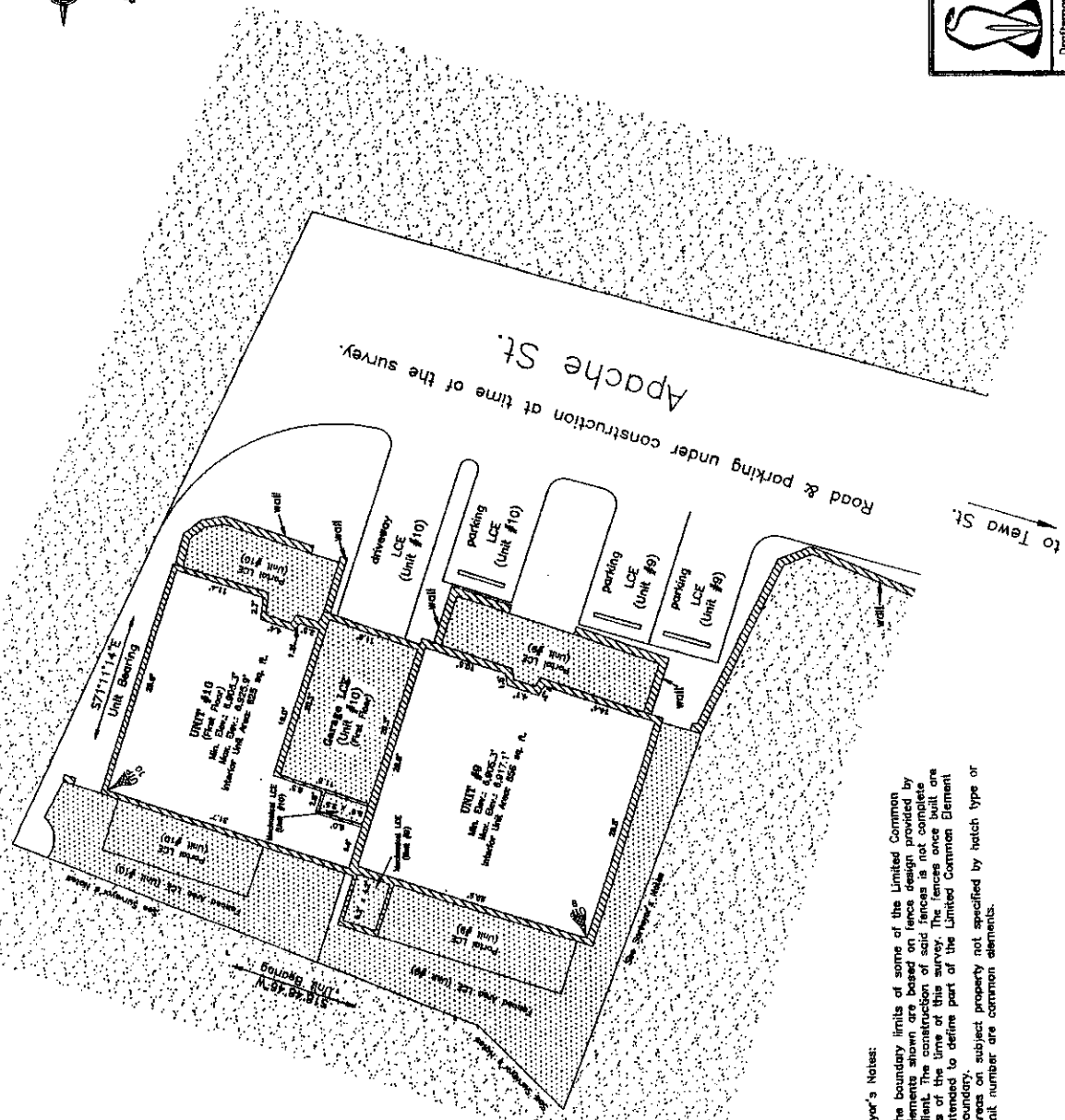


UNIT TIE TABLE*

Unit	Bearing	Distance
9	S81°23'27"W	125.79 ft.
10	S61°23'18"W	163.78 ft.

*Bearings and distance from Unit Tie Point (UTP) to Side Tie Point and Benchmark.

Within the Fernando de Taos Grant, In Taos, Taos County, New Mexico
 Puertas Pintadas, a Condominium: Unit 9 & Unit 10

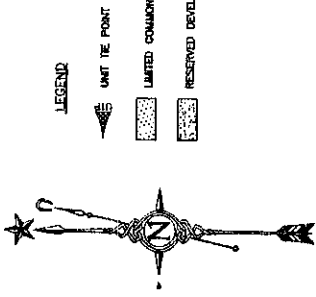


- Surveyor's Notes:**
- The boundary limits of some of the Limited Common Elements shown are based on fence design provided by client. The construction of said fences is not complete as of the time of this survey. The fences once built are intended to define part of the Limited Common Element Boundary.
 - Areas on subject property not specified by hatch type or unit number are common elements.

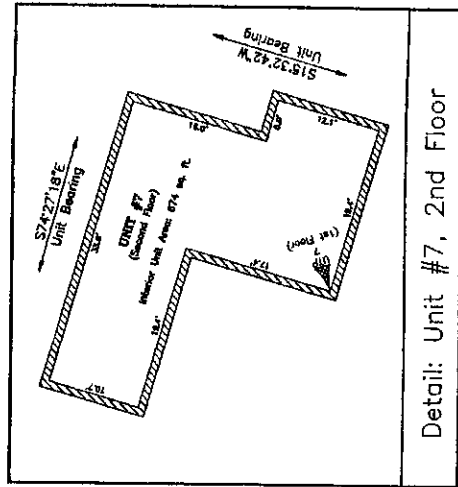
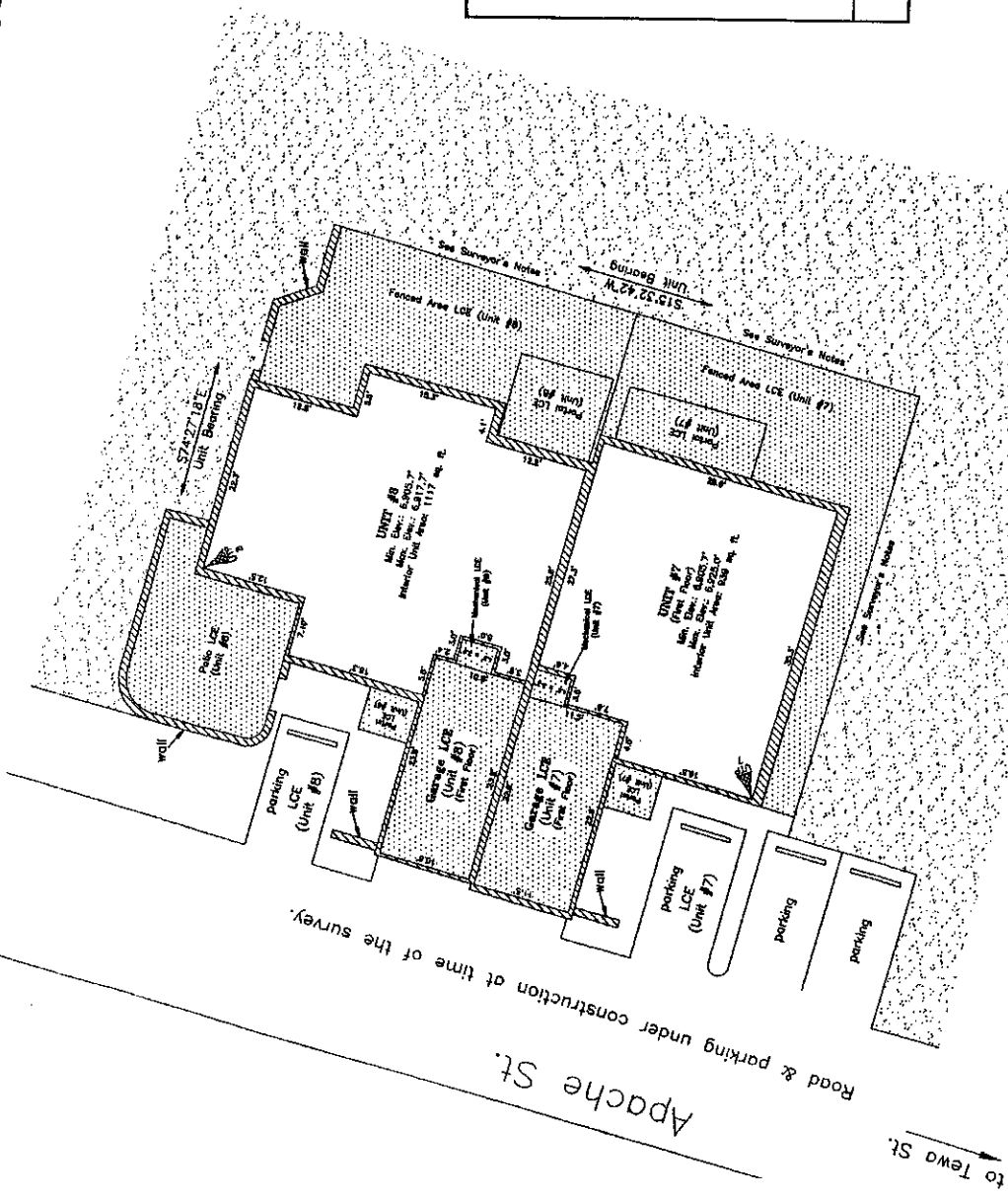
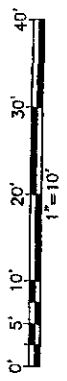
The original amended plat and plan was recorded in the Taos County Records on the 18th day of July, 2006, in Cabinet E page 100A.

EXHIBIT B

Within the Fernando de Taos Grant, in Taos County, New Mexico
 Puertas Pintadas, a Condominium: Unit 7 & Unit 8



- LEGEND**
- UNIT TIE POINT
 - LIMITED COMMON ELEMENT (LCE)
 - RESERVED DEVELOPMENT RIGHTS



Detail: Unit #7, 2nd Floor

Sheet 4

CONDOMINIUM SURVEY
 Current owner: Ritomodo Properties, LLC
 Projected Section 17, T. 29N., R. 13E. NMPM
 Survey plat prepared for:
**Puertas Pintadas,
 a Condominium**

Red Tail Surveying, Inc.
 Complete Surveying and
 Earth Information Services
 301-A Hyde Street
 Taos, New Mexico 87570
 505-258-7441
 Email: redtail@redtail.org

Draftsman: rh Prof: Robert A. Welt Date: 10 May 2006 Scale: 1"=10' Job no. 1230

UNIT TIE TABLE*		
Unit	Bearing	Distance
7	S89°30'25"W	224.78 ft.
8	S75°07'47"W	259.88 ft.

*Bearings and distance from Unit Tie Point (UTP) to Site Tie Point and Benchmark.

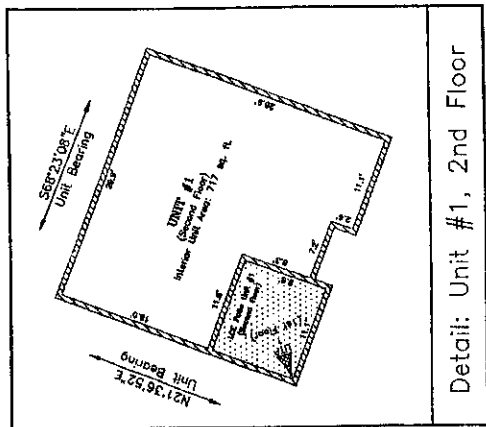
- Surveyor's Notes:**
- The boundary limits of some of the Limited Common Elements shown are based on fence design provided by the construction of said fences. It is not complete construction of this survey. The fences were built and intended to define part of the Limited Common Element Boundary. Areas on subject property not specified by lotch type or unit number are common elements.

TAOS COUNTY
 ELAINE S. MONTANO, CLERK
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 BY DIANAD

The original amended plat and plan was recorded in the Taos County Records on the 19th day of Feb. 2006 in Volume 558 Page 379.

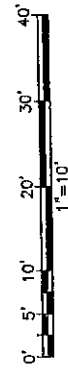
EXHIBIT B

Within the Fernando de Taos Grant, in Taos, Taos County, New Mexico
 Puertas Pintadas, a Condominium: Unit 1 & Unit 2



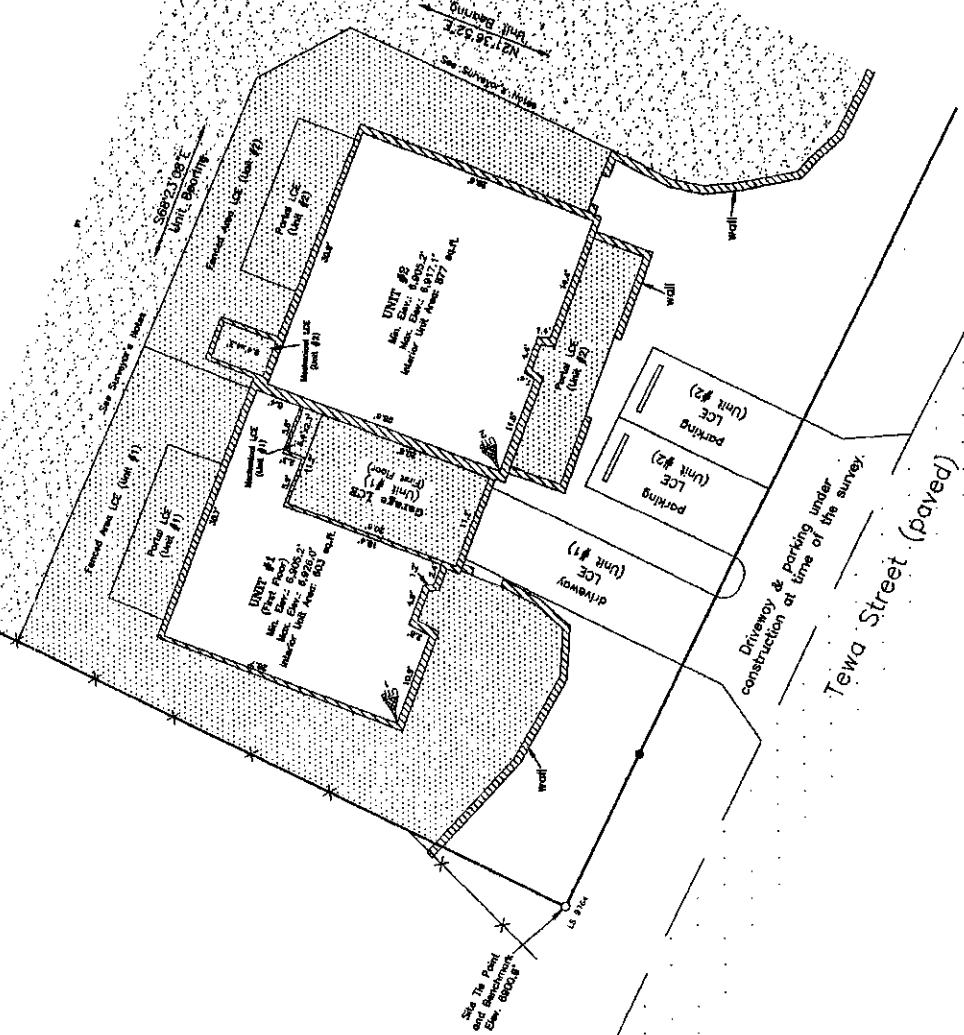
Detail: Unit #1, 2nd Floor

- LEGEND**
- UNIT TIE POINT
 - LIMITED COMMON ELEMENT (LCE)
 - RESERVED DEVELOPMENT RIGHTS
 - FENCE
 - 1/2" REBAR SET w/ OHP STAMPED MAPS 11770
 - 1/2" REBAR FOUND w/ OHP STAMPED AS SHOWN



UNIT TIE TABLE*		
Unit	Bearing	Distance
1	S48°08'27"W	28.89 ft.
2	S62°08'33"W	51.38 ft.

*Bearings and distances from Unit Tie Point (UTP) to Site Tie Point and Benchmark.



Sheet 5

CONDOMINIUM SURVEY
 Current owner: Rinconada Properties, LLC
 Projected Section 17, T 25N, R 13E, NMPM
 Survey plat prepared for:
**Puertas Pintadas,
 a Condominium**

Red Tail Surveying, Inc.
 Complete Surveying and
 Earth Information Services
 3014 High Street
 Taos, New Mexico 87571-9910
 505.758.7441
 E-mail: redtail@redtail.org

Draftsman: rh Prof: Robert A. Witt Date: 10 May 2006 Scale: 1"=10' Job no. 1230

Surveyor's Notes:

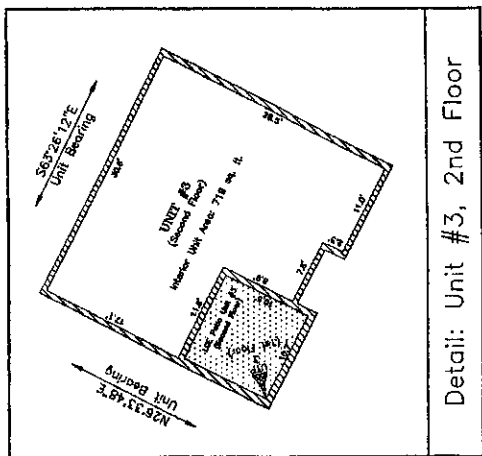
- The boundary limits of some of the Limited Common Elements shown are based on fence design provided by client. The construction of said fences is not complete as of the time of this survey. The fences once built are intended to define part of the Limited Common Element Boundary.
- Areas on subject property not specified by hatch type or unit number are common elements.

TAOS COUNTY
 ELAINE S. MONTANO, CLERK
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 BY DIANAD

The original amended plat and plan was recorded in the Taos County Records on the 18th day of July, 2006, in Cabinet E page 100A.

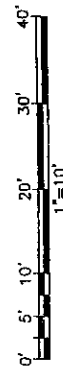
EXHIBIT B

Within the Fernando de Taos Grant, in Taos County, New Mexico
 Puertas Pintadas, a Condominium: Unit 3 & Unit 4



Detail: Unit #3, 2nd Floor

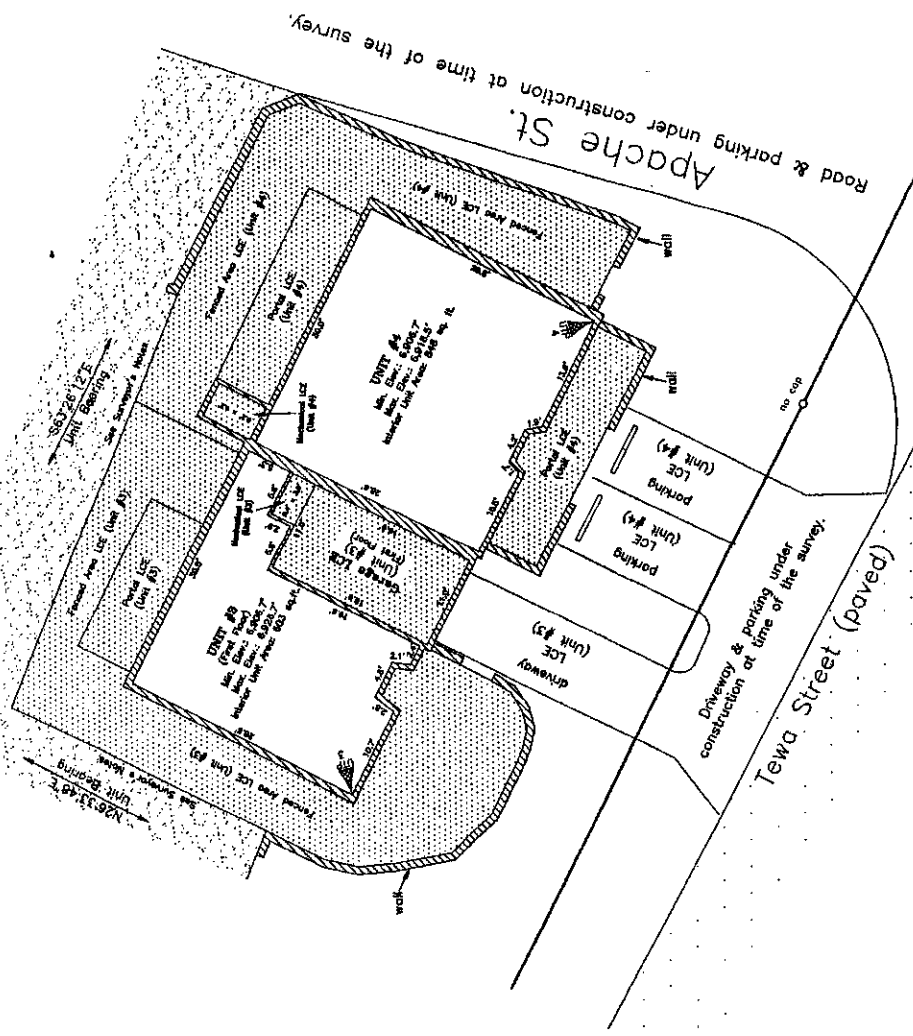
- LEGEND**
- UNIT TIE POINT
 - LIMITED COMMON ELEMENT (LCE)
 - RESERVED DEVELOPMENT RIGHTS
 - 1/2" REBAR FOUND w/ CAP STAMPED AS SHOWN



UNIT TIE TABLE*	
Unit	Bearing Distance
3	N79°59'48"W 93.51 ft.
4	N73°11'59"W 153.77 ft.

*Bearings and distance from Unit Tie Point (UTP) to SNA Tie and Point Determination.

- Surveyor's Notes:**
- The boundary limits of some of the Limited Common Element areas shown on fence design provided by client. The construction of said fences is not complete as of the time of this survey. The fences areas built are intended to define part of the Limited Common Element Boundary.
 - Areas on subject property not specified by hatch type or unit number are common elements.



Sheet 6

CONDOMINIUM SURVEY
 Current owner: Rinconada Properties, LLC
 Projected Section 17, T 25N, R 13E, N41PM
 Survey plot prepared for:
Puertas Pintadas, a Condominium

Red Tail Surveying, Inc.
 Complete Surveying and Earth Information Services
 301-A Hinkle Street
 Taos, New Mexico 87571-5910
 505.750.7441 FAX: 505.750.7575
 Email: rts@redtailsurveying.com
 Website: www.redtailsurveying.com

Draftsman: rh Prof: Robert A. Witt Date: 10 May 2006 Scale: 1"=10' Job no. 12330

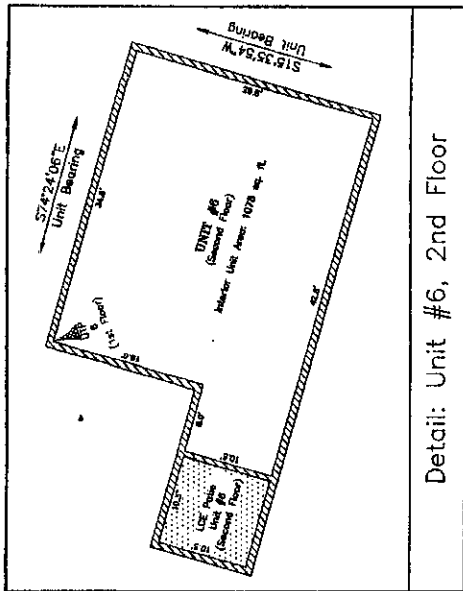
INTEREST PARTIES: ELBAINE, ELBAINE, CONDOMINIUM SURVEYING, INC. 2/12/2006 3:35 PM

TAOS COUNTY
 ELAINE S. MONTANO, CLERK
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 BY DIANAD

The original amended plat and plan was recorded in the Taos County Records on the 18th day of July, 2006, in Cabinet E page 100A.

EXHIBIT B

Within the Fernando de Taos Grant, In Taos, Taos County, New Mexico
Puertas Pintadas, a Condominium: Unit 5 & Unit 6



Detail: Unit #6, 2nd Floor



- LEGEND
- UNIT TIE POINT
 - LIMITED COMMON ELEMENT (LCE)
 - RESERVED DEVELOPMENT RIGHTS
 - 1/2" REBAR SET 1/2" GAP STAMPED MAPS 11770

UNIT TIE TABLE*		
Unit	Bearing	Distance
5	N72°51'20"W	216.51 ft.
6	N87°44'33"W	221.79 ft.

*Bearings and distances from Unit Tie Point (UTP) to Site Tie Point and Benchmark.

Sheet 7

CONDOMINIUM SURVEY

Current owner: Ranconada Properties, LLC
Projected Section 17, T. 25N., R. 13E., NMPM

Survey plat prepared for:

**Puertas Pintadas,
a Condominium**

Red Tail Surveying, Inc.
Complete Surveying and
Earth Information Services

301-A Hick Street
Taos, New Mexico 87713-9710
Phone: 505-753-2725
Email: rtab@redtail.com

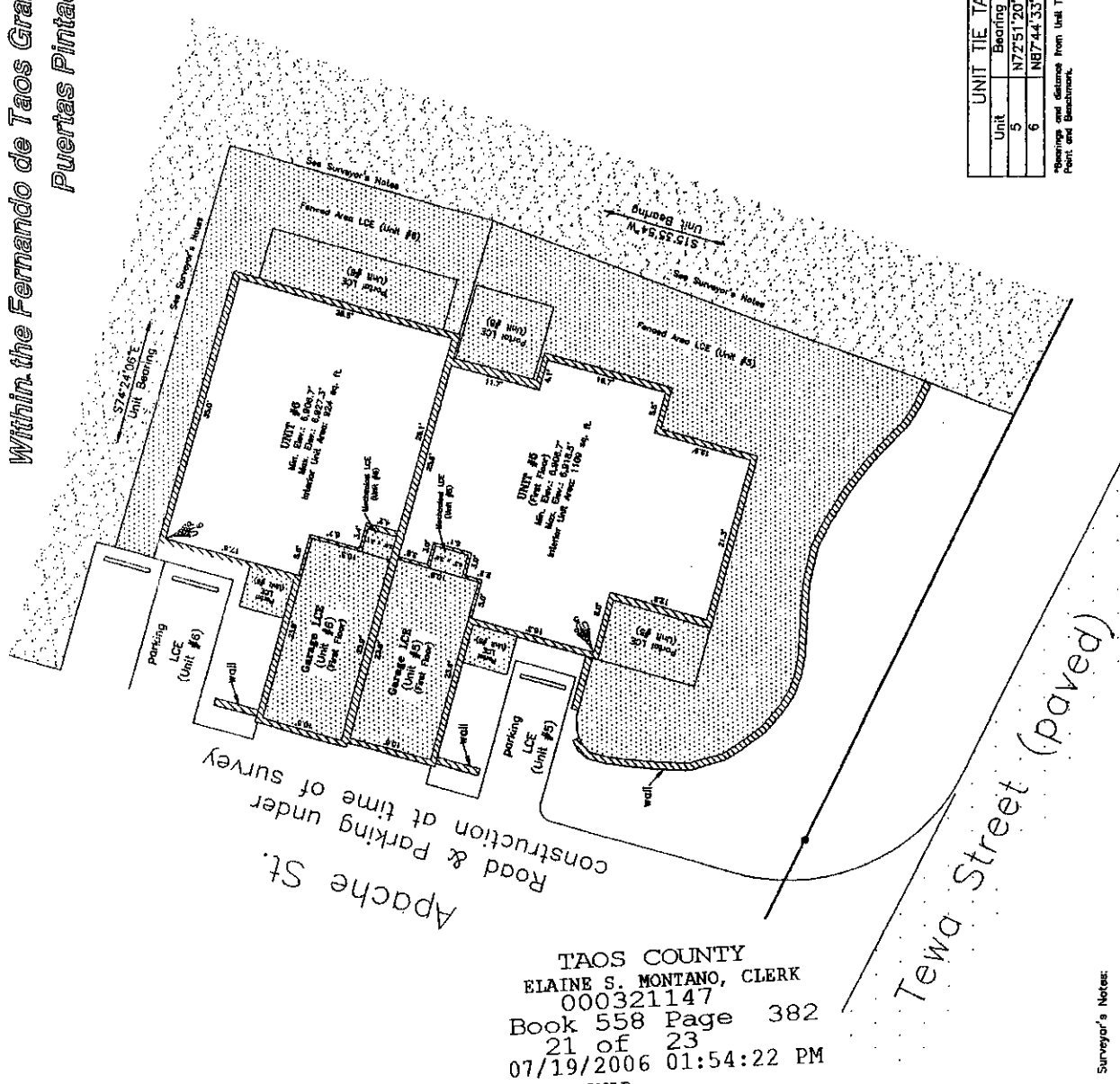


Draftsman: rh

Date: 10 May 2006

Scale: 1"=10'

Job no. 1230



Road & Parking under
construction at time of survey

TAOS COUNTY
ELAINE S. MONTANO, CLERK
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BY DIANAD

Surveyor's Notes:

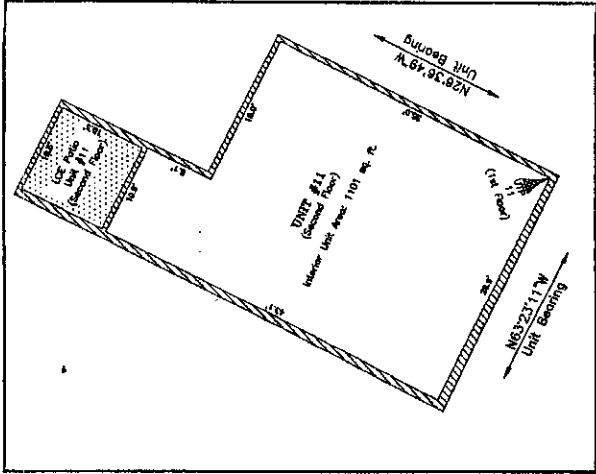
- The boundary limits of some of the Limited Common Elements shown are based on fence design provided by client. The construction of said fences is not complete as of the time of this survey. The fences once built are intended to define part of the Limited Common Element Boundary.
- Areas on subject property not specified by hatch type or unit number are common elements.

The original amended plat and plan was recorded in the Taos County Records on the 18th day of July, 2006, in Cabinet E page 100A.

EXHIBIT R

TAOS COUNTY
 ELAINE S. MONTANO, CLERK
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 07/19/2006 01:54:22 PM
 BY DIANAD

Within the Fernando de Taos Grant, In Taos County, New Mexico
 Puertas Pintadas, a Condominium: Unit 11 & Unit 12



Detail: Unit #11, 2nd Floor

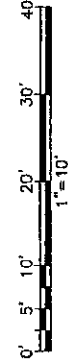
- LEGEND
- UNIT TIE POINT
 - LIMITED COMMON ELEMENT (LCE)
 - RESERVED DEVELOPMENT RIGHTS
 - FENCE

Sheet 8

CONDOMINIUM SURVEY
 Current owner: Ranconada Properties, LLC
 Projected Section 17, T. 25N, R. 13E, NMPN
 Survey plot prepared for:
**Puertas Pintadas,
 a Condominium**

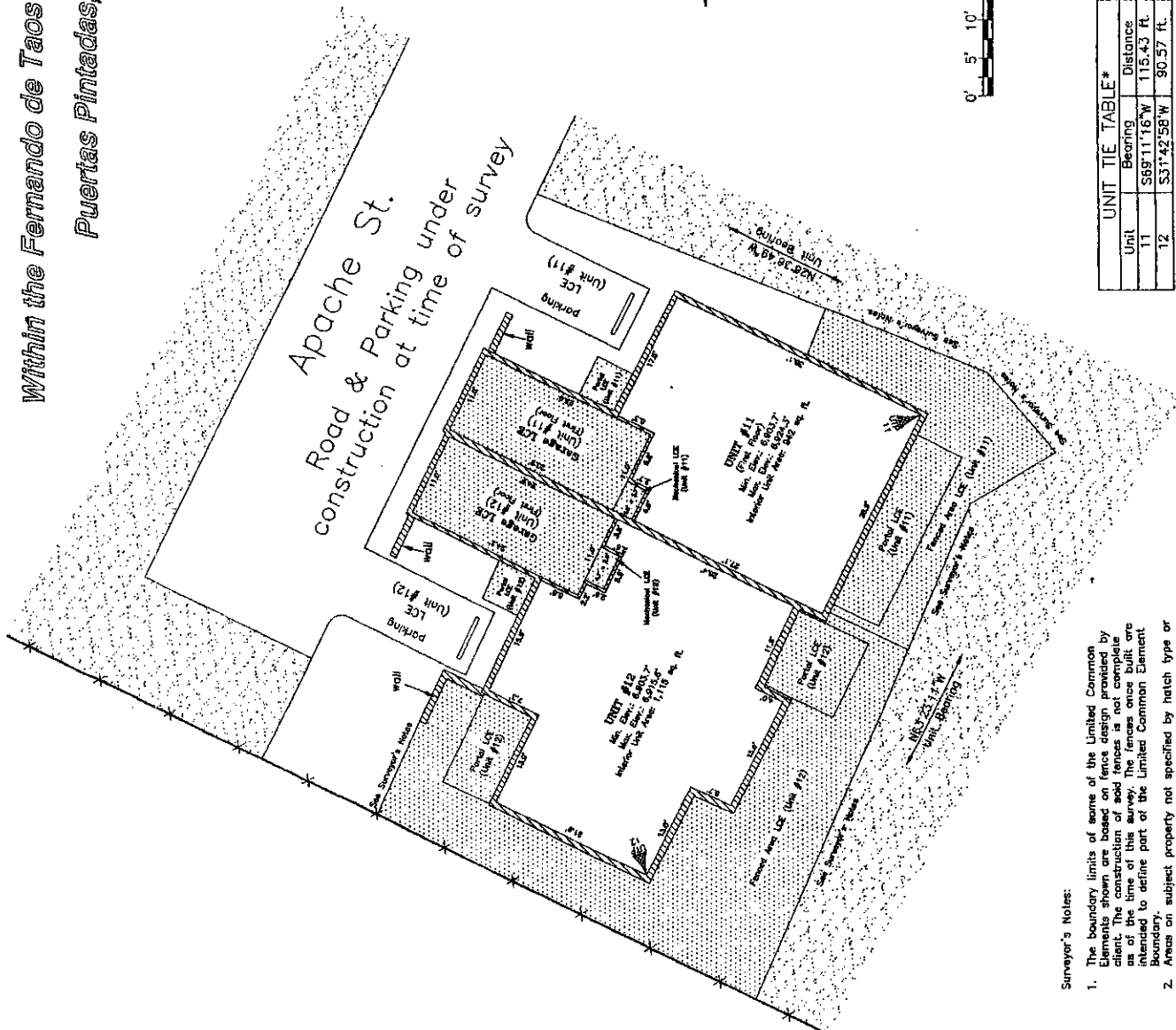
Red Tail Surveying, Inc.
 Complete Surveying and
 Earth Information Services
 301-A Placita Street
 Taos, New Mexico 80579-9453
 Phone: 505.758.7441
 E-mail: redtail@optonline.net

Draftsman: rti Prof: Robert A. Witt Date: 10 May 2006 Scale: 1"=10' Job no. 123D



UNIT TIE TABLE*		
Unit	Bearing	Distance
11	S69°11'16"W	115.43 Ft.
12	S31°42'58"W	90.57 Ft.

*Measured and distance from Unit Tie Point (UTP) to Site Tie Point and Benchmarks.



- Surveyor's Notes:
- The boundary limits of some of the Limited Common Elements shown are based on fence design provided by client. The construction of said fences is not complete as of the time of this survey. The fences once built are intended to define part of the Limited Common Element.
 - Areas on subject property not specified by hatch type or unit number are common elements.

ELAINE S. MONTANO, CLERK TAOS COUNTY, NEW MEXICO, 00000, 07/19/2006 01:54:22 PM, 000321147, 22 OF 23

Exhibit C

Unit Percentage Interests

Unit	Size (ft ²)	Percentage Interest
1	1320	8.4583%
2	877	5.6196%
3	1322	8.4711%
4	848	5.4338%
5	1109	7.1062%
6	2002	12.8284%
7	1613	10.3358%
8	1117	7.1575%
9	856	5.4851%
10	1384	8.8684%
11	2043	13.0911%
12	1115	7.1447%
Total	15,606	100.0000%

