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## **Article 1 Amendment; Defined Terms**

### **1.1 Amendment of Declaration**

The Reserve at Santa Fe, LLC, a New Mexico limited liability company (Declarant), owner of 257 units in The Reserve at Santa Fe, a Condominium, the Declaration for which was recorded in the office of the Clerk of Santa Fe County, New Mexico, on December 30, 2003, as Instrument # 1307700, (Declaration) hereby amends and restates the said Declaration. This Amended and Restated Declaration shall completely replace the Declaration.

### **1.2 Defined Terms.**

- **Association:** The Reserve at Santa Fe Condominium Association, a New Mexico non-profit corporation.
- **Bylaws:** the Bylaws adopted by 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 the 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.
- **Occupant:** a person or persons, other than the Owner, in possession of a Unit and shall include tenants, guests and other persons in possession of a Unit.
- **Owner:** the owner of a Unit as defined herein. In the event a Unit is held in trust or owned by a legal entity, the term shall also include the trustee, an officer or director, manager or member or the owner of a beneficial interest in the entity.
- **Property:** the real property described on Exhibit A.
- **Regulations:** The Regulations of the Association, adopted by the Directors of the Association pursuant to §47-7C-2 NMSA 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 Plan).

#### **2.2 Units.**

The location of Units and any Limited Common Elements allocated exclusively to each Unit are shown on the Plat and Plan. Attached as Exhibit C hereto is a list of all Units, their identifying letters, size (as shown more fully on the Plat and Plan), 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 Plan. The percentage ownership interest in the Common Elements and liability for common expenses allocated to each Unit is the ratio of the size of the Unit to the size of all Units in the Condominium, expressed as a decimal fraction. Each Unit shall be allotted one vote in the Association. The number of Units created hereby is two hundred sixty (260).

#### **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. 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. The Association shall maintain and repair Limited Common Elements, including HVAC units appurtenant to each Unit. Replacement of HVAC units shall be at the cost of the owner of the Unit served thereby.

#### **2.5 Common Expenses Attributable to Fewer than all Units.**

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

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

**3.2 Use of Unit and the Common Elements.**

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.

No trailer, camper, recreational vehicle or boat may be parked on the Property without prior written approval of the Directors. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements.

**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.
- 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.
- 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.
- No animal, bird or reptile of any kind shall be raised, bred, or kept in a Unit, provided however, Owners or Occupants may keep in any Unit no more than two (2) animals being either dogs of gentle disposition, not exceeding approximately twenty (25) pounds in weight each at maturity, or cats; or such other household pets, approved and licensed by the Directors, as to compatibility with the Condominium. Pets may not be kept, bred or maintained for any commercial purposes. Such 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. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

- No noxious, offensive, dangerous or unsafe activity may 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 Owner or Occupant shall cause noise or play, or suffer to be played, any musical instrument or operate or suffer to be operated sound reproduction equipment, television set or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Owners or Occupants.
- The use of each Unit described in this Declaration is restricted to that of a single family residence and accessory uses as permitted herein. The term "single family residence" means a single housekeeping unit, operating on a nonprofit, noncommercial basis between its Occupants, cooking and eating with a common kitchen and dining area.
- 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 were designed and are reasonably suited incident to the use and occupancy of the Units.
- Waterbeds shall be installed only in Units located on the ground floor.
- No tile or other hard floor covering, or uncovered wooden floors, shall be installed in any Unit on the second or third floor of any building without the prior approval of the Association. The Board shall approve the repair or replacement of hard surface floors existing at the date of recordation of this Declaration.
- No Owner shall enter into a lease of his or her Unit without first executing a written lease with the lessee. No lease shall be for an initial term of less than one month. 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.

- Balconies and patios assigned as Limited Common Elements shall not be used for the storage of bicycles or other sporting equipment, nor for the storage of any item except outdoor furniture.
- Outdoor cooking is prohibited within the Limited Common Elements.
- Vehicular parking upon the Common Elements shall be regulated by the Board. Subject to designation of any space as a Reserved Common Element, all parking spaces located within a Common Element shall be used on a "first come — first serve" basis.
- Window coverings which are visible to outside view shall be aesthetically harmonious with exterior design, color and other Units, as determined by the Board. No such window coverings shall be installed or replaced until the Board approves the same in writing.

### **3.4 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.

### **3.5 Subdivision of Units.**

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

### **3.6 Timeshare Prohibited.**

No Unit shall be conveyed pursuant to a timeshare plan.

## **Article 4 Easements**

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

4.1.1 Each Owner in common with each other Owner is hereby granted a non-exclusive easement appurtenant to each Unit for ingress and egress through all Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Owners' Association.

4.1.2 Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of performing emergency repairs or to do other work reasonably necessary for the proper maintenance of the Condominium, for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing and replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no request or notice is required and the right of entry shall be immediate, and with as much force as is reasonably necessary to gain entrance, whether or not the Owner is present at the time.

## **Article 5 Amendment of Declaration**

### **5.1 Restrictions On Amendments.**

No material amendment of this Declaration may be made by the Association or the Owners without the prior written consent of fifty-one percent (51%) of the Eligible Mortgagees holding Security Interests encumbering Units. 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 of the following are material:

- Voting;
- Changes the Percentage Interests of any Unit for purposes of levying assessments or otherwise changes the obligations of any Unit for assessment liens or subordination of such liens;
- Responsibility for maintenance and repairs;
- Reallocation of interest in the Common Elements, or rights to their use except that when Limited Common Elements are reallocated by agreement between Owners, only those Owners and only Eligible Mortgagees holding Security Interests in such Units must approve such action;
- Boundaries of any Unit and/or partition or subdivision of any Unit or the Common Elements except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Owners and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;
- Convertibility of Units into Common Elements or of Common Elements into Units;
- Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the provisions of the Condominium;
- Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Unit;
- Restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than specified in the Act or Documents;
- Assessments, assessment liens or subordination of assessment liens;
- Reserves for maintenance, repair and replacement of Common Elements;



- Establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- By act or omission withdraw the submission of the Property to the Act, except as provided by the Documents and Act, in case of substantial destruction or condemnation of the Units and Common Elements; or
- Any provisions which are for the express benefit of Eligible Mortgagees.

Notwithstanding the foregoing, the approval of sixty-seven percent (67%) of all the Eligible Mortgagees is required to add or amend any material provisions of the Declaration which terminates the legal status of the Property for reasons other than the substantial destruction or condemnation of the Property.

**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 thirty (30) days after receipt of the written proposal.

**5.3 Amendment by Owners.**

Except as otherwise provided or reserved herein or in the Act, this Declaration may be amended only by a vote of agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

**5.4 Implied Consent of Owners.**

A proposed amendment shall be deemed approved by an Owner if the Owner fails:

- to vote in person or by proxy at a meeting properly called for that purpose; and
- to object or approve a written proposal for an amendment within thirty (30) days after receipt of a written proposal following such meeting.

**5.5 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.

## **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 such 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; and
- Any judgment rendered against the Association.

## **6.4 Inspection of Books.**

The Association shall permit any Eligible Mortgagee to inspect the books and records of the Association during normal business hours.

## **6.5 Financial Statements.**

The Association shall provide any Eligible Mortgagee, which submits a written request, with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement may be audited by an independent certified public accountant if any Eligible Mortgagee requests it, in which case the Eligible Mortgagee shall bear the cost of the audit.

## **6.6 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.

## **6.7 Attendance at Meetings.**

Any representative of an Eligible Mortgagee may attend and address any meeting which an Owner may attend.

**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 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 members of the Board of Directors of the Association 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 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.

**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 Plan.

**Article 10**  
**Taxation**

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

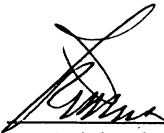
**Article 11**  
**Use of New Technology**

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 Amended and Restated Declaration this January 15, 2004.

**Declarant:**


**The Reserve at Santa Fe, LLC,  
a New Mexico Limited Liability Company**

By:   
Michael Nicola, Member

**State of New Mexico**

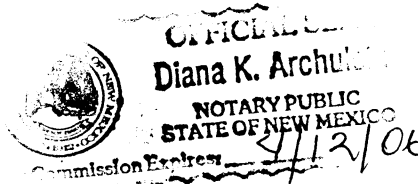
**County of Santa Fe**

The foregoing instrument was acknowledged before me this January 15, 2004, by Michael Nicola, member of The Reserve at Santa Fe, LLC, a New Mexico limited liability company.

  
Notary Public

My Commission Expires:

4/12/06



Approved: **Charter Bank**, Mortgagee

By:   
Michael Hartman, Senior Vice President

Approved: **Century Bank**, Mortgagee

By:   
Bill Synnamon, Senior Vice President

## **Exhibit A**

A tract of land lying in the City of Santa Fe, Santa Fe County, New Mexico and being more particularly described as follows:

Beginning at a point on the south boundary of the tract from which the center of Sanitary Sewer Manhole No. M-11, lying within the dedicated right-of-way of Calle Mejia bears S.  $69^{\circ}47'16''$  W., 33.16 feet; thence from said point and place of beginning counterclockwise on a curve of radius 50.00 feet and a chord of N.  $68^{\circ}09'15''$  W., 520.06 feet to the southwest corner of the tract, thence N.  $21^{\circ}50'45''$  E., 500.00 feet to a point; thence N.  $04^{\circ}54'56''$  E., 479.61 feet to the northwest corner of the tract; thence S.  $41^{\circ}16'43''$  E., 124.38 feet to a point; thence, 372.36 feet in a southeasterly direction along a curve to the left, which has a delta angle of  $51^{\circ}48'56''$  and a radius of 411.74 feet, to a point; thence N.  $86^{\circ}54'21''$  E., 416.05 feet, to the northeast corner of the tract; thence S.  $19^{\circ}53'22''$  W., 377.72 feet to a point; thence S.  $11^{\circ}02'27''$  W., 417.73 feet to a point; thence S.  $51^{\circ}10'13''$  W., 263.15 feet to a point; thence N.  $88^{\circ}07'11''$  W., 160.17 feet to the point and place of beginning. Being and intended to be Tract 2A.

All as shown on plat of survey entitled "Santa Fe Estates Planned Residential Community Phase 1" recorded in Plat Book 138, page 009, "Survey for Highfield and Associates" recorded in Plat Book 142, page 20, and "Final Development Plan Shadowridge" recorded in plat book 139, page 007 in the office of the County Clerk, Santa Fe County, New Mexico.





### Exhibit C

Building	Unit	Floorplan	Size.	Allocated Interest
1 - Acoma	101	I	790	0.44381%
	102	J	790	0.44381%
	103	K	790	0.44381%
	104	L	790	0.44381%
	105	M	790	0.44381%
	106	N	790	0.44381%
	107	O	790	0.44381%
	108	P	790	0.44381%
2 - Cochiti	201	I	790	0.44381%
	202	J	790	0.44381%
	203	A	582	0.32696%
	204	B	582	0.32696%
	205	C	582	0.32696%
	206	D	582	0.32696%
	207	K	790	0.44381%
	208	L	790	0.44381%
	209	M	790	0.44381%
	210	N	790	0.44381%
	211	E	582	0.32696%
	212	F	582	0.32696%
	213	G	582	0.32696%
	214	H	582	0.32696%
	215	O	790	0.44381%
	216	P	790	0.44381%
3 - Jemez	301	I	790	0.44381%
	302	J	790	0.44381%
	303	A	582	0.32696%
	304	B	582	0.32696%
	305	C	582	0.32696%
	306	D	582	0.32696%
	307	A	582	0.32696%
	308	B	582	0.32696%
	309	C	582	0.32696%
	310	D	582	0.32696%
	311	K	790	0.44381%
	312	L	790	0.44381%
	313	M	790	0.44381%
	314	N	790	0.44381%
	315	E	582	0.32696%
	316	F	582	0.32696%
	317	G	582	0.32696%
	318	H	582	0.32696%
	319	E	582	0.32696%
	320	F	582	0.32696%
	321	G	582	0.32696%
	322	H	582	0.32696%
	323	O	790	0.44381%

Building	Unit	Floorplan	Size	Allocated Interest
	324	P	790	0.44381%
	325	E	582	0.32696%
	326	F	582	0.32696%
	327	G	582	0.32696%
	328	H	582	0.32696%
	329	E	582	0.32696%
	330	F	582	0.32696%
	331	G	582	0.32696%
	332	H	582	0.32696%
4 - Laguna	401	Q	805	0.45224%
	402	R	805	0.45224%
	403	A	582	0.32696%
	404	B	582	0.32696%
	405	C	582	0.32696%
	406	D	582	0.32696%
	407	S	805	0.45224%
	408	T	805	0.45224%
	409	M	790	0.44381%
	410	N	790	0.44381%
	411	E	582	0.32696%
	412	F	582	0.32696%
	413	G	582	0.32696%
	414	H	582	0.32696%
	415	O	790	0.44381%
	416	P	790	0.44381%
5 - Nambe	501	I	790	0.44381%
	502	J	790	0.44381%
	503	A	582	0.32696%
	504	B	582	0.32696%
	505	C	582	0.32696%
	506	D	582	0.32696%
	507	K	790	0.44381%
	508	L	790	0.44381%
	509	M	790	0.44381%
	510	N	790	0.44381%
	511	E	582	0.32696%
	512	F	582	0.32696%
	513	G	582	0.32696%
	514	H	582	0.32696%
	515	O	790	0.44381%
	516	P	790	0.44381%
6 - Pojoaque	601	I	790	0.44381%
	602	J	790	0.44381%
	603	A	582	0.32696%
	604	B	582	0.32696%
	605	C	582	0.32696%



Building	Unit	Floorplan	Size	Allocated Interest
	606	D	582	0.32696%
	607	A	582	0.32696%
	608	B	582	0.32696%
	609	C	582	0.32696%
	610	D	582	0.32696%
	611	K	790	0.44381%
	612	L	790	0.44381%
	613	M	790	0.44381%
	614	N	790	0.44381%
	615	E	582	0.32696%
	616	F	582	0.32696%
	617	G	582	0.32696%
	618	H	582	0.32696%
	619	E	582	0.32696%
	620	F	582	0.32696%
	621	G	582	0.32696%
	622	H	582	0.32696%
	623	O	790	0.44381%
	624	P	790	0.44381%
	625	E	582	0.32696%
	626	F	582	0.32696%
	627	G	582	0.32696%
	628	H	582	0.32696%
	629	E	582	0.32696%
	630	F	582	0.32696%
	631	G	582	0.32696%
	632	H	582	0.32696%
7 - Sandia	701	I	790	0.44381%
	702	J	790	0.44381%
	703	A	582	0.32696%
	704	B	582	0.32696%
	705	C	582	0.32696%
	706	D	582	0.32696%
	707	K	790	0.44381%
	708	L	790	0.44381%
	709	M	790	0.44381%
	710	N	790	0.44381%
	711	E	582	0.32696%
	712	F	582	0.32696%
	713	G	582	0.32696%
	714	H	582	0.32696%
	715	O	790	0.44381%
	716	P	790	0.44381%
8 - San Felipe	801	I	790	0.44381%
	802	J	790	0.44381%
	803	A	582	0.32696%
	804	B	582	0.32696%
	805	C	582	0.32696%
	806	D	582	0.32696%

Building	Unit	Floorplan	Size	Allocated Interest
	807	A	582	0.32696%
	808	B	582	0.32696%
	809	C	582	0.32696%
	810	D	582	0.32696%
	811	K	790	0.44381%
	812	L	790	0.44381%
	813	M	790	0.44381%
	814	N	790	0.44381%
	815	E	582	0.32696%
	816	F	582	0.32696%
	817	G	582	0.32696%
	818	H	582	0.32696%
	819	E	582	0.32696%
	820	F	582	0.32696%
	821	G	582	0.32696%
	822	H	582	0.32696%
	823	O	790	0.44381%
	824	P	790	0.44381%
	825	E	582	0.32696%
	826	F	582	0.32696%
	827	G	582	0.32696%
	828	H	582	0.32696%
9 - San Ildefonso	901	I	790	0.44381%
	902	J	790	0.44381%
	903	K	790	0.44381%
	904	L	790	0.44381%
	905	M	790	0.44381%
	906	N	790	0.44381%
	907	O	790	0.44381%
	908	P	790	0.44381%
10 - San Juan	1001	I	790	0.44381%
	1002	J	790	0.44381%
	1003	K	790	0.44381%
	1004	L	790	0.44381%
	1005	M	790	0.44381%
	1006	N	790	0.44381%
	1007	O	790	0.44381%
	1008	P	790	0.44381%
11 - Santa Clara	1101	I	790	0.44381%
	1102	J	790	0.44381%
	1103	A	582	0.32696%
	1104	B	582	0.32696%
	1105	C	582	0.32696%
	1106	D	582	0.32696%
	1107	K	790	0.44381%
	1108	L	790	0.44381%
	1109	M	790	0.44381%



**First Amendment  
to  
Amended and Restated Declaration  
The Reserve at Santa Fe, a Condominium**

Comes now The Reserve at Santa Fe, LLC, a New Mexico limited liability company, owner of Units to which more than sixty-seven percent (67%) of the votes in the Association are allocated, and amends the Amended and Restated Declaration for The Reserve at Santa Fe, a Condominium, recorded as Document #1310965 in the records of Santa Fe County on January 23, 2004 (Declaration), by substituting the plat attached hereto as Exhibit A for the plat attached to the Declaration as Exhibit B, page 1. This page is a general index of the location of units within the condominium, with the complete technical location of each unit appearing on page 2 of Exhibit B. It has been discovered that the original page 1 of Exhibit B incorrectly located several units, and those errors are corrected by this amendment. The full, technical description of all units remains unchanged from that set forth on Exhibit B, page 2.

Done this 30 day of April, 2004.

The Reserve at Santa Fe, LLC

By: David A. Ater  
David A. Ater, Member

State of New Mexico

County of Santa Fe

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

CONDO DECLARATION  
PAGES: 2

I Hereby Certify That This Instrument Was Filed for  
Record On The 5TH Day Of May, A.D., 2004 at 15:40  
And Was Duly Recorded as Instrument # **1328333**  
Of The Records Of Santa Fe County

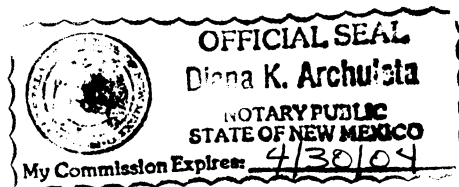
Witness My Hand And Seal Of Office  
Deputy Marcella J. [Signature] Rebecca Bustamante  
County Clerk, Santa Fe, NM

The foregoing instrument was acknowledged before me this April 30, 2004, by David A. Ater, member of The Reserve at Santa Fe, LLC, a New Mexico limited liability company.

Diana K. Archuista  
Notary Public

My Commission Expires:

April 12, 2006



SFC CLERK RECORDED 05/05/2004

