

1 AM DMMV 100 DATED 0000

**CONDOMINIUM DECLARATION
FOR
LAS BRISAS CONDOMINIUM,
A CONDOMINIUM OF LOTS 29 & 30
QUEMAZON COMMUNITIES SUBDIVISION, PHASE 1
LOS ALAMOS COUNTY, NEW MEXICO**

**ARTICLE I
SUBMISSION: DEFINED TERMS**

Section 1.1 SUBMISSION OF PROPERTY. KSK PARTNERS, a New Mexico general partnership (the "Declarant"), owner of:

Lot No. 29 and 30, QUEMAZON COMMUNITIES SUBDIVISION, PHASE 1, Los Alamos, New Mexico as shown on the Correction Plat filed September 15th, 1999, as Document No. 141476 and recorded in Plat Book 7, at Page 57 in the Office of the Los Alamos County Clerk.

hereby submits said real property, together with all easements, rights and appurtenances there unto belonging, hereinafter referred to as "Property", to the provisions of Sections 47-7A-1 to 47-7D-20 NMSA 1978, known as the New Mexico Condominium Act ("Condominium Act" or "the Act"), and hereby create with respect to the Property a Condominium, to be known as LAS BRISAS CONDOMINIUM, a condominium ("Condominium"). The Condominium is located entirely in Los Alamos County, New Mexico.

Section 1.2 DEFINED TERMS.

(a) "Quemazon Communities Homeowners Master Association Controlling Instruments" means: the most recent versions of (1) the Articles of Incorporation, (2) the Bylaws, and (3) the Master Declaration of Covenants, Conditions, and Restrictions of the Quemazon Communities Homeowners Master Association.

(b) Terms not otherwise defined herein or in the Plat or Bylaws shall have the meanings specified in Section 47-7A-3 of the Condominium Act.

Section 1.3 NAMES OF CONDOMINIUM AND ASSOCIATION. The condominium shall be known as "LAS BRISAS CONDOMINIUM, a condominium", and its governing association, a New Mexico unincorporated association, shall be known as the LAS BRISAS CONDOMINIUM OWNERS' ASSOCIATION, hereinafter referred to as the "Association". The Association is governed by its Board of Directors, hereinafter called the "Board".

Section 1.4 SUB-ASSOCIATION PURSUANT TO THE QUEMAZON COMMUNITIES HOMEOWNERS MASTER ASSOCIATION CONTROLLING INSTRUMENTS. The Association is intended to be a Sub-Association as defined in the Quemazon Communities Homeowners Master Association Controlling Instruments, to be entitled to all of the rights conferred upon a Sub-Association therein, and to comply with all of the duties and requirements of a Sub-Association as specified therein.

T.A.C. BOOK 100 PAGE 0000

ARTICLE II
BUILDING ON THE PROPERTY; UNIT BOUNDARIES

Section 2.1 THE BUILDINGS. The location and dimensions of the four (4) residential buildings located on the Property are depicted on Exhibit 1, the "Plat", which is attached hereto and fully incorporated by this reference.

Section 2.2 UNITS-SQUARE FOOTAGES-COMMON EXPENSES-VOTING RIGHTS. There are eight (8) Units in this Condominium, Unit 29A, Unit 29B, Unit 29C, Unit 29D, Unit 30A, Unit 30B, Unit 30C, and Unit 30D. The location and dimensions of each of these Units is shown on Exhibit 1. All of the Units are approximately the same size and each Unit shall be responsible for one-eighth (1/8) of the Common Expenses of the Condominium. The location of the Common Elements to which each Unit has direct access are shown on Exhibit 1.

Each of the owners of the Units shall be members of the Association and each Unit shall have one (1) voting right.

Section 2.3 UNIT BOUNDARIES. Units 29A, 29B, 29C, 29D, 30A and 30B each consist of a garage, a first floor and a second floor. Units 30C and 30D each consist of a garage, a first floor and a finished basement. Each Unit consists of the space within the following boundaries:

(a) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with vertical boundaries:

(1) Upper Boundary: The upper boundary of each Unit is the horizontal plane of the bottom surface of the roof joists above each such Unit.

(2) Lower Boundary: The lower boundary of each Unit is the horizontal plane of the top surface of the sub-flooring below each such Unit.

(b) Vertical Boundaries: The vertical boundaries of each Unit are the vertical planes, extended to intersections with each other and with such Unit's upper and lower boundaries, of the studs which support the dry wall or paneling perimeter walls bounding each Unit.

(c) The provisions of the Act with respect to boundaries shall apply in further defining them.

Section 2.4 RESPONSIBILITY FOR ASSOCIATION EXPENSES. The expenses of the Association, including maintenance and repair responsibilities, shall be shared among the Unit Owners as follows:

(a) The total amount of the estimated funds required for operation of the Association and payment of the expenses of the Condominium on an annual basis, including maintenance and repairs, as adopted by the Board in advance, shall be assessed 1/12 thereof each month against each Unit in proportion to its Common Element interest. Liens for unpaid assessments and fines shall be subordinate to any previously recorded first mortgage.

(b) The upkeep, maintenance and repair expenses of Limited Common Elements shall be shared equally only by the Unit Owners who are served by each particular Limited Common Element.

(c) All other procedures involved in arriving at a budget and assessing Unit Owners for Common Expenses shall be

governed by Article 6 of the Bylaws of the Association.

(d) Unit Owners shall be responsible for upkeep of the Units they own, Limited Common Elements assigned to their Units and shall equally share the cost of and responsibility of the Common Elements.

(e) The Association shall be responsible for all maintenance, repairs, and replacements to the exterior of the Condominium, including the roof, and such repairs, replacements shall be substantially similar to the original construction.

Section 2.5 RELOCATION OF UNIT BOUNDARIES AND SUBDIVISION OF UNITS. Relocation of boundaries between Units will be permitted subject to compliance with any provisions therefor in the Bylaws, the Condominium Act, and local zoning laws. Subdivision of Units is not allowed.

Section 2.6 TAXES. The entire Property shall be deemed a single parcel for the purpose of assessment and taxation as provided in Section 47-7A-5A(1). The Association shall be deemed to be an "owner" as defined under Section 7-35-2 NMSA, 1978 and Section 47-7A-5 of the Act and shall promptly notify the Owners of the payment of the taxes. Taxes shall be Common Expenses.

Section 2.7 UTILITIES. Each Unit shall be responsible for its own utility charges, except any that are not separately metered for each Unit. Any utility charge not separately metered shall be an Association expense and shall be allocated equally to each Unit.

ARTICLE III RESERVATION OF COMMON ELEMENTS, RESTRICTIONS ON USE AND LIMITED COMMON ELEMENTS

Section 3.1 RESERVATION OF COMMON ELEMENTS. The Board shall have the power in its 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 Unit 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.

Section 3.2 RESTRICTION TO RESIDENTIAL USE. The Units shall be primarily used for residential purposes, although a "home business or occupation" may be operated within a Unit provided the business or occupation complies with Los Alamos County ordinances then in effect.

Section 3.3. LIMITED COMMON ELEMENTS. In addition to those Limited Common Elements described in the Act, the following Limited Common Elements are created with respect to this Condominium:

- (a) The driveway for each Unit as determined by extending the curb cut from the street providing access to the Unit to the garage of the Unit; and
- (b) Both Unit 29C and Unit 29D shall have equal rights to the driveway along the north boundary of Unit 29D from the curb cut on Quedito to the boundary separating Unit 29D from Unit 29C; and
- (c) The patio areas appurtenant to each Unit as more particularly described on the Exhibit 1 attached hereto.

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ARTICLE IV EASEMENTS AND ENCUMBRANCES ON TITLE

The following easements are hereby created with respect to the Property:

Section 4.1 EASEMENT FOR ENCROACHMENTS. By virtue of this easement, Unit Owners and the Association are protected in the event that a Unit or Common Element encroaches upon another Unit or where discrepancies exist between the Plat and the actual improvements as built.

Section 4.2 EASEMENT FOR INGRESS AND EGRESS. Each Unit Owner has a right of access to his, her or their Unit and to the Common Elements.

Section 4.3 EASEMENT FOR ACCESS TO UNITS. Authorized representatives of the Association may enter any Unit to the extent necessary to correct conditions affecting other Units or the Common Elements or which may have an adverse effect on Common Expenses, to make repairs to Common Elements which are accessible only from the Unit or to correct conditions which constitute violations of the Declaration, Bylaws, or Rules and Regulations. Notice must be given to the Unit Owner prior to entry, except in emergencies when a Unit may be entered without notice. In the event of violation of the Declaration, Bylaws or Rules and Regulations, the violation may be corrected without the consent of the Unit Owner, and the Unit Owner may be charged with the resulting expense.

Section 4.4 EASEMENT FOR SUPPORT. Each Unit Owner has the benefit of a restriction upon any action of a neighboring Unit Owner, or of the Association with respect to the Common Elements, which would endanger the stability or safety of his Unit.

Section 4.5 UTILITY EASEMENTS. The Property is subject to the utility easements shown on Exhibit 1. These easements include the usual easements for telephone, electric, sewer, gas and water pipes, wires and service lines. Additional utility easements may be granted by the Association in common areas and/or limited common areas.

ARTICLE V AMENDMENT OF DECLARATION

Section 5.1 AMENDMENT GENERALLY. This Declaration may be amended only in accordance with the procedures specified in Section 47-7B-17 of the Act, the other Sections of the Act referred to in Sections 47-7B-17 and the expressed provisions of this Declaration.

Section 5.2 VOTE REQUIRED. In other matters not covered by the provisions of Section 5.1, this Declaration may be amended only by a vote of Units to which sixty percent (60%) of the votes in the Association are allocated.

ARTICLE VI RIGHT TO LEASE OR SUBLEASE UNITS

Section 6.1 RESTRICTIONS. A Unit Owner may lease or sublease his Unit at any time and from time to time provided that:

- (a) No Unit may be leased or subleased without written lease

I AM BORN IN DARTMOUTH

(c) The rights of any lessee or sublease of a Unit shall be subject to, and each such lessee or sublease shall be bound by the covenants, conditions and restrictions set forth in this Declaration, the Bylaws and any Rules and Regulations promulgated by the Board and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublease of a Unit to pay any Common Expense assessments or special assessments on behalf of the Owner of that Unit.

Section 6.2 NO TIME SHARES. A Unit may not be conveyed pursuant to a time share plan.

Section 7.1 RULES AND REGULATIONS. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Condominium, may be promulgated from time to time by the Board, subject to the right of the Board to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

Section 8.1 REQUIREMENTS.

(i) participate in the adjustment of losses with insurers or in the decision as to the whether or not or how to repair or restore damage to or destruction of the Property; or

5

proceeds in excess of the cost of repair of restoration being received by the owner of the Unit encumbered by such mortgage or;

(iii) accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit.

(b) Nothing contained in Section 8.1(a) or elsewhere in this Declaration shall give a Unit Owner, or any other party, priority over any rights of the mortgagee of a Unit pursuant to its mortgage in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

(c) No Unit Owner or Purchaser of a Unit shall deliver any mortgage or other lien instrument secured by a Unit, or any obligation to be secured thereby, unless he, she or they have first notified the Board of the name and address of the proposed mortgagee or lien holder and the amount of the debt proposed to be so secured, and have placed on file with the Board a copy of the form of the proposed mortgage and note or other instrument of obligation.

Section 8.2 APPROVAL OF MORTGAGEES. Subject to the limitations imposed by Section 47-7B-17 of the Act:

(a) The prior written approval of holders of first mortgages of Units representing One Hundred Percent (100%) of the votes of Units subject to first mortgages shall be required to terminate the condominium status of this Condominium for any reasons other than substantial destruction or condemnation of the Property;

(b) The prior written approval of One Hundred Percent (100%) of the holders of first mortgages on Units (based upon one vote for each first mortgage owned) shall also be required for any of the following:

(i) the termination or abandonment of the condominium status of the Condominium except for condemnation or substantial loss to the Units and/or Common Elements;

(ii) a change in the percentage of Common Expenses allocable to each Unit;

(iii) the partition or subdivision of any Unit, or the Common Elements;

(iv) the abandoning, encumbering, selling or transferring of the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended uses of the Common Elements shall not be deemed a transfer within the meaning of this subsection); or

(v) the use of hazard insurance proceeds received for losses to any portion of the Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such portion of the Property.

ARTICLE IX DECLARANT RIGHTS

Section 9.1 DECLARANT CONTROL OF THE ASSOCIATION.

(a) The Declarant shall not retain any control of the Association. Upon the filing of this Declaration, the Board of the Association

Upon the filing of this Declaration, the Board of the Association consisting of the Unit Owners shall take control of the Association.

ARTICLE X
COMPLIANCE WITH MASTER ASSOCIATION CONTROLLING INSTRUMENTS


Section 10.1 MASTER ASSOCIATION CONTROLLING INSTRUMENTS GOVERN. In the event of differences between the Master Association Controlling Instruments and those of the Association, the Master Association rules and policies shall prevail.

Section 10.2 VOTING RIGHTS AT THE MASTER ASSOCIATION. Voting rights of the Association at the Master Association level shall be through individual property owners as described in Section 6.03 of the Master Declaration.

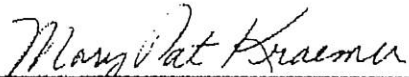
IN WITNESS WHEREOF, Declarant has executed this Declaration this 18 day of JANUARY, 2002.

KSK PARTNERS, a New Mexico General Partnership

THE PARTNERS:




RICHARD KRAEMER, Trustee
for the Richard and Mary Pat Kraemer Revocable Trust



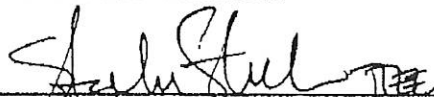
MARY PAT KRAEMER, Trustee



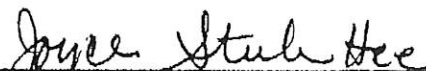
TERENCE KRAEMER



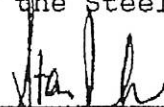
MARIANN KRAEMER



STEPHEN STEELE, Trustee
for the Steele Family Trust



JOYCE STEELE, Trustee



STAN PRIMAK



JOAN PRIMAK

ACKNOWLEDGMENTS

STATE OF NEW MEXICO)
) ss.
 COUNTY OF LOS ALAMOS)

This instrument was acknowledged before me on January 1, 2002, by Richard Kraemer and Mary Pat Kraemer, as Trustees of the Richard Kraemer and Mary Pat Kraemer Revocable Trust, a General Partner for KSK Partners, a New Mexico general partnership.

Matthew O. Hill
 NOTARY PUBLIC

My Commission Expires:

9.9.2002

STATE OF NEW MEXICO)
) ss.
 COUNTY OF LOS ALAMOS)

This instrument was acknowledged before me on January 1, 2002, by Terence Kraemer and Mariann Kraemer, as General Partners for KSK Partners, a New Mexico general partnership.

Matthew O. Hill
 NOTARY PUBLIC

My Commission Expires:

9.9.2002

STATE OF NEW MEXICO)
) ss.
 COUNTY OF LOS ALAMOS)

This instrument was acknowledged before me on March 18, 2002, by Stephen Steele and Joyce Steele, as Trustees for the Steele Family Trust, a General Partner for KSK Partners, a New Mexico general partnership.

Matthew O. Hill
 NOTARY PUBLIC

My Commission Expires:

9.9.2002

T AM DMMZ 100 DATED 0000

STATE OF NEW MEXICO)
) ss.
COUNTY OF LOS ALAMOS)

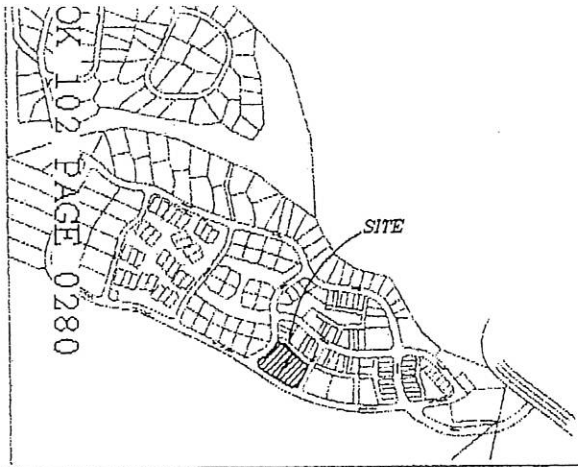
This instrument was acknowledged before me on March 5,
2002 by Stan Primak and Joan Primak, as General Partners for KSK
Partners, a New Mexico general partnership.

Marly
NOTARY PUBLIC

My Commission Expires:
9-9-2002



STATE OF NEW MEXICO
COUNTY OF LOS ALAMOS ss.
DOC. 156083
DATE March 18th 2002
TIME 3:07 P. M.
BOOK 102 PAGE 280
COUNTY CLERK
Nita K Taylor
DEPUTY *[Signature]* /Rkm.



LINE TABLE		
LINE	BEARING	DIST
L1	S45°57'55"E	10.00

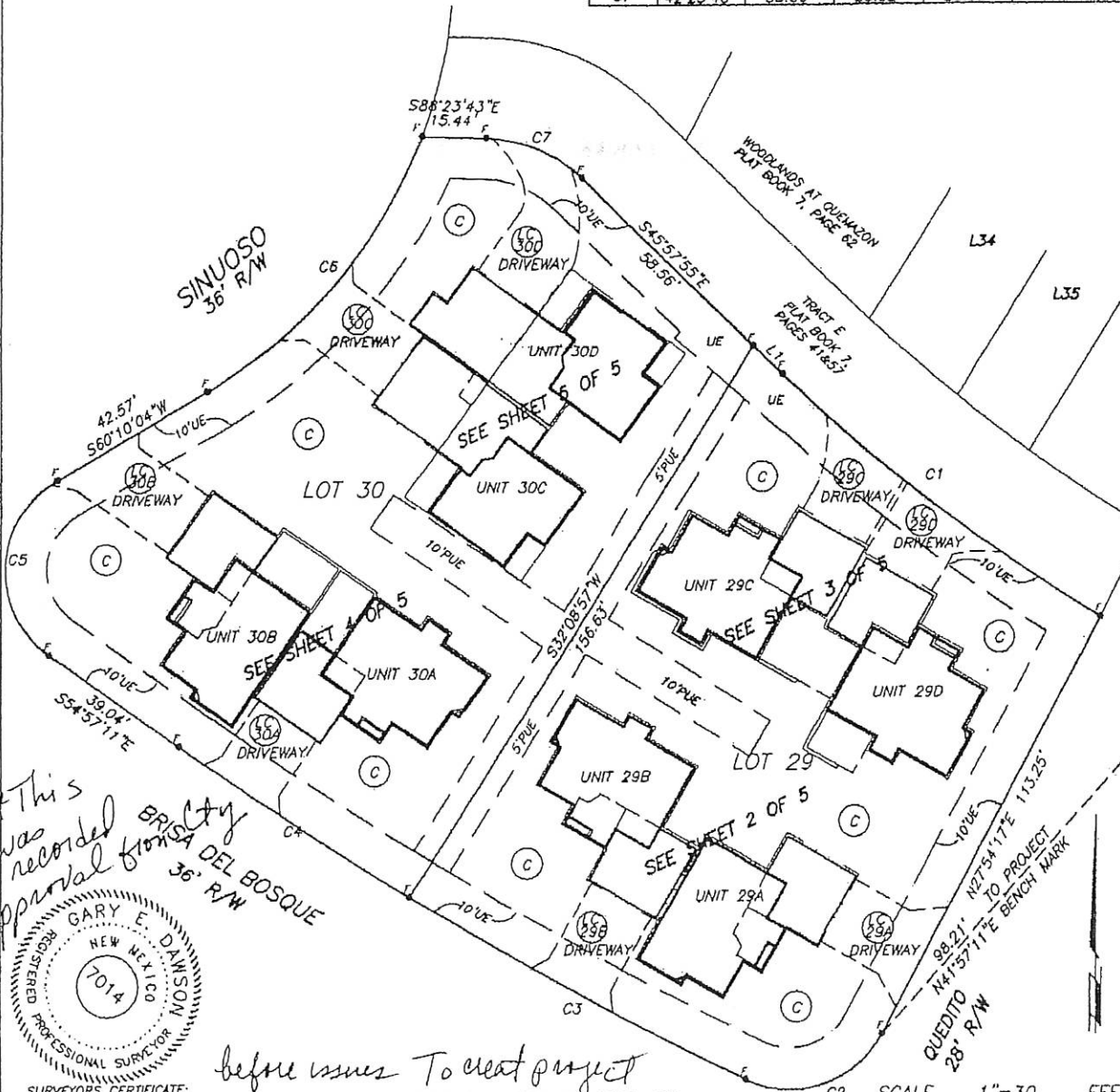
IN PLAT BOOK 1, PAGE 51.

- F DENOTES REBAR, OR AS SHOWN FOUND
- ⊗ DENOTES UTILITY POLE
- F= DENOTES FLOOR ELEVATION
- C= DENOTES CEILING ELEVATION
- ⊙ DENOTES COMMON ELEMENT
- ⊙/ DENOTES LIMITED COMMON ELEMENT W/ UNIT #

INTERIOR SURFACE OF UNIT WALLS DEFINE VERTICAL BOUNDARIES.
INTERIOR SURFACE OF UNIT FLOORS AND CEILINGS DEFINE HORIZONTAL BOUNDARIES.

PROJECT BENCH MARK IS A CONCRETE NAIL IN CURB, ELEVATION 7410.5'

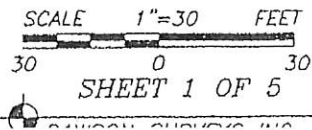
CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	CHD BRG
C1	13°17'24"	420.00'	97.42'	97.20'	S52°36'37"E
C2	87°47'29"	25.00'	38.31'	34.87'	N71°48'02"E
C3	5°25'49"	982.00'	93.07'	93.04'	S61°35'19"E
C4	3°55'13"	982.00'	67.19'	67.18'	S56°54'48"E
C5	115°07'16"	25.00'	50.23'	42.20'	S02°36'27"W
C6	39°43'36"	118.00'	81.82'	80.19'	N40°18'17"E
C7	42°25'48"	35.00'	25.92'	25.33'	N67°10'49"W



Just This pg was recorded
No Approval from BRISAS DEL BOSQUE

SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION OF A SURVEY COMPLETED UNDER MY PERSONAL SUPERVISION ON THE 22nd DAY OF JANUARY, 2001. THE SURVEY AND PLAT ARE CORRECT, TRUE, MEET THE MINIMUM STANDARDS FOR LAND SURVEYS IN NEW MEXICO, AND CONTAINS ALL INFORMATION REQUIRED BY SECTION 47-7B-9, N.M.S.A.

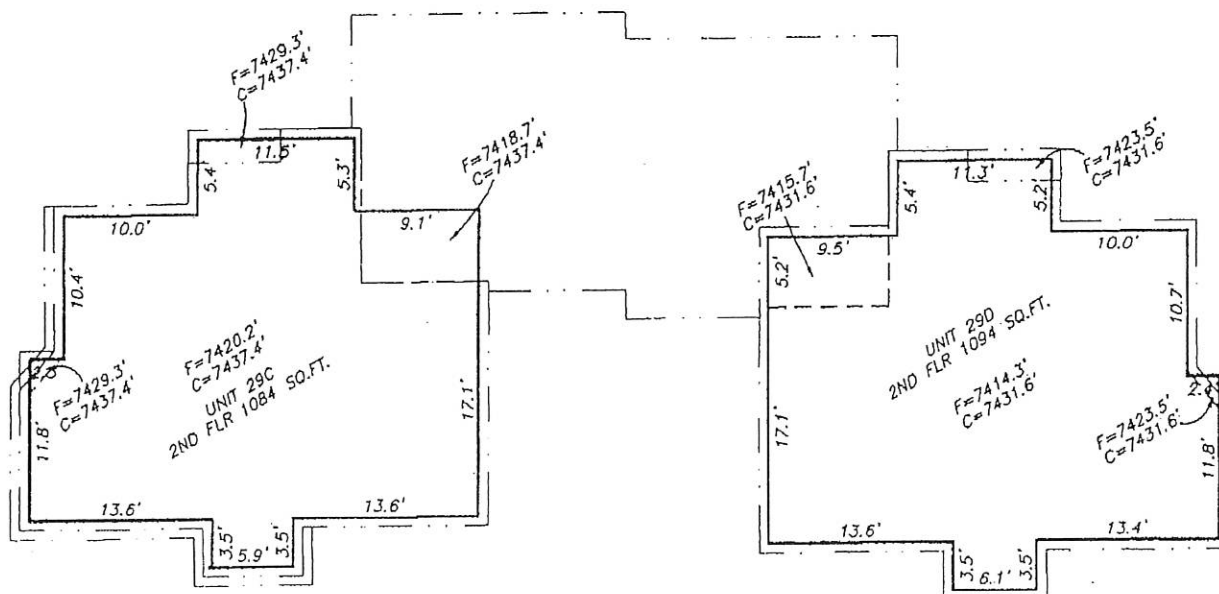
SURVEY PLAT OF
**LAS BRISAS
CONDOMINIUM**
LOTS 29 AND 30



[illegible]

FIRST FLOOR

SECOND FLOOR



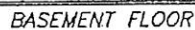
UNITS 29C & 29D

Exhibit 3

SCALE 1"=10 FEET

10 0 10

DAWSON SURVEYS INC.



SCALE $1'' = 10$ FEET




Exhibit 3

1 AM DRAFT 1001

STATEMENT
AND ARTICLES OF ASSOCIATION
OF
LAS BRISAS CONDOMINIUM OWNERS' ASSOCIATION,
AN UNINCORPORATED ASSOCIATION

NAME OF ASSOCIATION: Las Brisas Condominium Owners' Association ("Accociation").

PURPOSE OF FORMATION OF ASSOCIATION/CONDOMINIUM ACT: The purpose for which the Association is formed is to be the governing body of the Condominium (consisting of eight (8) units) located on Lots 29 and 30 of Quemazon Communities, Phase 1 Subdivision, Los Alamos, New Mexico; and for the purpose of being the Unit Owners' Association of a Condominium pursuant to NMSA Section 47-7C-1 et seq. (1998 Repl).

NAME OF PERSON FORMING ASSOCIATION:

RICHARD KRAEMER

TERMS OF MEMBERSHIP: All the Owner(s) of each Unit in the Condominium shall hold a single membership for a total of eight (8) members.

GOVERNANCE OF ASSOCIATION: The affairs of the Association shall be managed by a Board of Directors consisting of three (3) persons. Initially the Directors shall be designated by the person forming this Association. Thereafter, the Board shall be comprised of one person selected by the Owners of each of the Units in the Condominium.

SUB-ASSOCIATION PURSUANT TO THE QUEMAZON COMMUNITIES HOMEOWNERS MASTER ASSOCIATION COVENANTS, CONDITIONS AND RESTRICTIONS. The Association is a Sub-Association as defined in the most recent version of the Quemazon Communities Homeowners Master Association Covenants, Conditions and Restrictions on file with the Los Alamos, New Mexico County Clerk, and shall be entitled to all of the rights conferred upon a Sub-Association therein, and shall comply with all of the duties and requirements of a Sub-Association as specified therein.

NOT FOR PROFIT: This Association is not organized for profit and no benefit shall accrue to the Association, its members or directors by reason of their participation except what the Board determines may be paid for services rendered to the Association or for reasonable reimbursement for their expenses incurred for service to the Association.

PERIOD OF EXISTENCE: This Association shall remain in

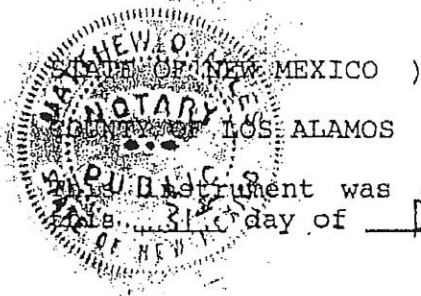
effect for a period of fifty (50) years from the time this statement is signed. It may be extended for an additional fifty (50) year period by recordation in the Los Alamos County Clerk's office of an intent to do so by the then members.

APPLICABLE LAW: The law of the State of New Mexico shall govern this Association.

BYLAWS: The Board of Directors may adopt Bylaws to assist in its operations.

WITNESS MY HAND this 31st day of DECEMBER, 2001.

Richard Kraemer
RICHARD KRAEMER



ACKNOWLEDGMENTS

) ss.
)

This instrument was acknowledged before me by RICHARD KRAEMER on this 31st day of December, 2001.

Max S.
NOTARY PUBLIC

My Commission Expires:

9.9.2002



STATE OF NEW MEXICO

COUNTY OF LOS ALAMOS ss.

DOC. 156084

DATE March 12th 2002

TIME 3:27 P.M.

BOOK 102 PAGE 281

COUNTY CLERK

Nita K. Taylor
DEPUTY *[Signature]* /12KM