

582881

CONTRACT

AND

DECLARATION OF TRUST

THIS DECLARATION OF TRUST IS EXECUTED  
IN THE UNITED STATES OF AMERICA  
AND SHALL BE INTERPRETED AND CONSTRUED  
UNDER THE LAWS OF THE  
UNITED STATES OF AMERICA

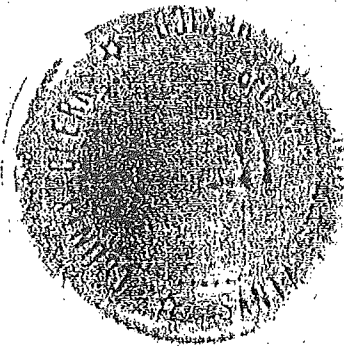
THIS DECLARATION OF A TRUST

AUTHORIZES ITS TRUSTEE(S)  
TO OPERATE UNDER THE NAME OF

BASSETT FARMS DOMESTIC WATER USERS

AND

HOMEOWNERS ASSOCIATION



COUNTY OF SANTA FE  
STATE OF NEW MEXICO

I hereby certify that this instrument was filed  
for record on the 1 day of June A.D.  
19 87, at 9:33 o'clock A m.  
and was duly recorded in book 588  
page 21 of 903 records of Santa Fe County.

Witness my Hand and Seal of Office  
Jona G. Armijo  
County Clerk, Santa Fe County, N.M.

*Corinne Howard*

Deputy

623,693

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ARTICLE 1.

CREATION

The Creator hereby offers to bargain or exchange, in trade, One Dollar and Trust Certificates for the real and/or personal property of the Exchangor which property is the common property of the Bassett Farms Subdivision namely all road easements of public record and park areas within the Bassett Farms Subdivision situated within Section 23, Township 10 North, Range 7 East, N.M.P.M., Santa Fe County, New Mexico.

The Exchangor or Exchangors for One Dollar and other considerations of Trust Certificate Units, the receipt of which is hereby acknowledged, do(es) hereby bargain, assign, convey, exchange and deliver unto the Creator, who holds in the Trust name pursuant to the terms of this Declaration of Trust and obligations as set forth therein, certain real and/or personal property owned by the Exchangor. The Exchangor(s) swear and affirm that they are the lawful owners of the property in fee with full powers of alienation. The Exchangor(s) guarantee and warrant fee simple legal and equitable title, subject to certain outstanding mortgages and agree to forever warrant and defend the property against every person or persons whomsoever lawfully claiming same, or any part thereof which would interfere with and impair the quiet enjoyment of the property by the Trust.

ARTICLE II

INTENT

The purport of this instrument is to create a not-for-profit Association of property owners within the meaning of Section 528 of the Internal Revenue Service Code of 1954 to constitute an Association within the meaning of Section 528 (c)(1)(A) of the Code for the benefit of the Certificate Holder(s) for the duration hereof, and to provide for a sane and economical administration by person(s) acting in a fiduciary capacity, to begin at once and that the Trustee(s)/Director(s) act solely within their common-law rights and immunities. The administration of this Trust shall be amenable to judicial regulation on occasion arising and under the paternalism and protection of the court. Citations applicable and various rulings pertaining to Trusts and Constitutional rights of contract and collective bargaining (except co-partnership relationship, which is not applicable) may be found.

The trust terminology used in this indenture and supporting documents is used solely for clarification and common usage for Trusts under the common law; and it shall not be interpreted that this indenture and/or supporting documents are in any way a Trust as established by any statute, but a contract and common-law Trust and all interpretations thereof shall be that established under the common law of the United States of America.

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### ARTICLE III

#### NAME

The Trust is authorized to operate under the name of the Bassett Farms Domestic Water Users and Homeowners Association, hereinafter called the Association.

### ARTICLE IV

#### SITUS

The Association created is created under the common law of the United States and the State of New Mexico. The Association name and other things of value to constitute an Association having principal place of business and domicile in the County of Bernalillo, State of New Mexico, United States of America. Legal situs and domicile may be changed at the discretion of the Director(s) by resolution duly passed and entered into the Minutes of the Association.

The principal office of the Association is located at 1527 Granite Street Northwest, Albuquerque, New Mexico 87104.

### ARTICLE V

#### REGISTERED AGENT

Manzano Resources, whose address is 1527 Granite Street Northwest, Albuquerque, New Mexico 87104, is hereby appointed the initial registered agent of this Association.

Manzano Resources is the Declarant under the Declaration of Conditions, Covenants and Restrictions for Bassett Farms. Wherever the term 'Declarant' is hereinafter used, Declarant shall mean Manzano Resources.

### ARTICLE VI

#### TERM

By virtue of the conveyance and vesting of all legal and equitable title to the personal property and/or real property and/or movable and/or immovable property exchanged into this Association, this Association is exempt from the rule against perpetuities and this Association shall be perpetual from the date of its creation, unless the Director(s) shall unanimously determine an earlier date upon the express assent of the Declarant and two-thirds (2/3) of the other Certificate Holders. Upon termination of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other legal person of public or private law to be devoted to such similar purposes. The Association herein constituted may not be terminated unless its assets are accepted by a public

or not-for-profit legal person devoted to similar purposes.

Upon termination of the Association, the Director(s) shall then file with the recorder of deeds a notice that the Association shall cease and determine; and, thereupon, the Directors shall automatically be further discharged thereunder.

## Article VII

### BOARD OF DIRECTORS

The Creator hereby constitutes and appoints the first Director to be, in fact, a Director of the Association hereby created and established. The first Director shall appoint nine (9) additional Director(s) who are Lot Owners of the Bassett Farms Subdivision upon the happening of either of the following events, whichever occurs earlier:

(a) the sale of seventy five percent (75%) of the Lots of the Bassett Farm Subdivision; or

(b) on January 2, 1988

and they in turn may reduce their number or appoint additional Director(s) to collectively act by virtue of this Declaration of Trust as a Board of Directors under the collective name herein designated.

In the event the first Director of the Association does not appoint nine (9) additional Directors, a majority of the Lot Owners of the Bassett Farms Subdivision who are members of the Association may meet among themselves at a meeting called by any one of them by written notice to all members and may themselves nominate and elect nine (9) Directors who are Lot Owners pursuant to the procedures set forth in Article V of the By-Laws of the Association or any number of Trustees which may remain unappointed by the first Director.

Directors shall be not less than ONE in number. The Directors herein mentioned by name, or their successors elected to fill vacancies, shall hold office, have and exercise collectively the exclusive management and control of the Association's property and affairs.

Provided, however, that a Director may resign or be removed from office by a resolution of the Board of Directors unanimously concurred in whenever in their said opinion Director shall have been guilty of fraud, malfeasance in office, or for cause, by the mandate of a court of competent jurisdiction; and

Provided further, that in the event of death, removal from office or resignation, the Directors shall appoint or elect a successor by the concurrence of the remaining Directors. No Director shall resign, when he is the last remaining Director, until after the affairs of the Association are terminated according to the terms of this Contract or unless a successor Director be first named. Should the entire Board of Directors become vacant, a court of competent jurisdiction shall appoint one Director who in turn shall liquidate, dissolve, and terminate the Association under the terms governing the Contract and Declaration of Trust.

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Vacancies in the Board of Directors shall be filled by special election of the Certificate Holders and the elected Director shall serve out the remainder of the Director replaced.

New Director(s) shall be nominated by a nominating committee comprised of Certificate Holders appointed by the Board of Directors and nominations for Director(s) may be made from the floor during annual meetings.

The signing and acknowledging of this Contract by such Director or Directors, elected or appointed, shall constitute their acceptance of this Trust; and the Association property and assets shall convey in fee simple without any further act or conveyance.

The named Director(s) for themselves and their successors in Trust Irrevocable do hereby accept the conveyance and hereby acknowledge delivery of all the property specified together with all the terms of the Association herein set forth, agreeing to exercise their best judgement and discretion in accordance with this Contract and Declaration of Trust and the Association minutes, making distribution of portions of the proceeds and income in accordance with this Contract and Declaration of Trust and the Association minutes, and upon final liquidation distributing the assets as herein required; and in all other respects administering said Association in good faith strictly in conformity hereto.

The terms "Trustees", "Directors", "Board of Trustees" and "Board of Directors" are identical and shall be read synonymously wherever they occur, whether in this Contract and Declaration of Trust; the Declaration of Covenants, Conditions and Restrictions for Bassett Farms; and/or the By-Laws for the Association.

#### ARTICLE VIII

##### MEETINGS

The Director(s) shall convene a regular meeting annually and by a regular act of the Directors they may provide for meetings at stated intervals with notice and special meetings may be called at any time by ONE or more Directors upon three days' written notice. At any regular or special meeting a majority of the Directors shall constitute a quorum for conducting business, PROVIDED, affirmative action may only be had upon a majority vote of the Directors, whether present or absent, except that at special meetings called for a special purpose the majority present may affirmatively act in emergency matters.

#### ARTICLE IX

##### POWERS

This Association does not contemplate pecuniary gain or profit to the Director(s) or Certificate Holders thereof, and the specific purpose for which it is created is to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within the Bassett Farms Subdivision and the provision of water to the Certificate Holders hereof.

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Director's(s') powers shall be construed as general sui juris powers of citizens of the United States of America to do anything any citizen may do in any state or country.

Anyone lending or paying money to the Board of Directors shall not be obliged to see the application thereof. All funds paid into the treasury are and become a part of the corpus of the Association.

The Association shall have authority to provide itself with operating funds through assessment of its Certificate Holders, to the extent permitted by the Declaration of Covenants, Conditions and Restrictions for Bassett Farms, and through commercial loans, directly secured by assets or income of the Association. Provided, however, that no loan agreements for the borrowing of money or the incurring of any other indebtedness may be made without the concurrence and approval of the Declarant and two-thirds (2/3) of a quorum of the other Certificate Holders present personally or by proxy at any meeting of the members called pursuant to the provisions of the By-Laws for Bassett Farms.

The Director(s) shall regard this instrument as their sufficient guide, supplemented from time to time by resolutions of their Board covering contingencies as they arise and recorded in the minutes of their meetings or by rules or regulations, or deemed expedient and consistent with the orderly conduct of business.

The Director(s) shall have the exclusive power to construe the meaning and intent of this Trust Indenture or instrument. The Director's(s') construction will be the same as the intentions of all parties at interest as expressed throughout the entire indenture or instrument.

Resolutions either revocable or irrevocable, of the Board of Directors to revoke any of the provisions of the Association and powers hereof or any of them and to declare new Association provisions and powers in respect of the Association and resolutions, either revocable or irrevocable, which authorize a special thing to be done shall be evidence that such act is within the Power of the Board of Directors.

Prior to the appointment of nine (9) additional Directors in accordance with this Article, this Contract and Declaration of Trust may not be changed by ammendment, resolution or in any way without the prior written approval of the United States Department of Housing and Urban Development.

In any provision of this Contract and Declaration of Trust whereby the approval of the Declarant and two-thirds (2/3) of the other Certificate Holders is required, only the approval of two-thirds (2/3) of the Certificate Holders shall be required after nine (9) additional Directors have been appointed in accordance with Article VII hereof.

## ARTICLE X

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### OFFICERS

The Director(s) may in their discretion elect among their number a President, Secretary and Treasurer, or any other officers they may deem expedient for proper functioning. Any Director may hold two, or more, offices simultaneously, their duties being such as are usual or are prescribed. They may employ agents, executives, other employees or designate third persons to hold funds or to operate projects for the Association, for any specific purpose(s).

## ARTICLE XI

### COMPENSATION

The Director(s) shall serve without compensation but may hire an individual to carry out managerial functions and pay reasonable compensation.

Director(s) may be reimbursed for actual expenses incurred in carrying out the purposes of this Association.

## ARTICLE XII

### TAXABLE STATUS

This Association is created within the meaning of Section 528 of the Internal Revenue Service Code of 1954 as amended and supplemented.

No dividend shall be paid and no part of the income of this Association shall be distributed to its Beneficiaries, Directors, or Officers. This Association will confer benefits upon its Beneficiaries in conformance with its purpose.

The Association shall make distributions at such times and in such manner as not to subject it to tax under Section 4942 of the Internal Revenue Code of 1954 (26 U.S.C.A. para. 4942) or corresponding section of any future federal tax code.

The Association shall not engage in any act of self-dealing which would be subject to tax under Section 4941 of the Code of 1954 (26 U.S.C.A. para. 4941) or corresponding section of any future federal tax code.

The Association shall not retain any excess business holdings which would subject it to tax under Section 4943 of the Code of 1954 (26 U.S.C.A. para. 4943) or corresponding section of any future federal tax code.

The Association shall not make any investments which would subject it to tax under Section 4944 of the Code of 1954 (26 U.S.C.A. para. 4944) or corresponding section of any future federal tax code.

The Association shall not make any taxable expenditures which would subject it to tax under Section 4945 of the Code of 1954 (26 U.S.C.A. para. 4945) or corresponding section of any future federal tax code.

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This Association will not be created or operated for the benefit of private interests, such as the grantor, or the creator or related individuals; but rather for the benefit of the Certificate Holders.

No substantial part of the activities of the Association shall be the carrying out of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

### ARTICLE XIII

#### LIABILITY

The Director(s) shall, in the capacity of Director(s) and not individually, assume only such liability as may attach to said Association property assets. The Director(s) liability shall not in any manner jeopardize their individual or personal holdings and for any losses they should suffer for any reason through services, they shall be reimbursed from the Association property to the same extent as would non-interested persons.

The Director(s) and Successor Director(s) shall serve without fidelity bonds.

Notice is hereby given to all persons, companies or corporations extending credit to, contracting with, or having claims against this Association or the Directors hereof, that they must look only to the funds and property of the Association for payment or for settlement of any debt, tort, damage, judgment, decree, or for any indebtedness which may become payable hereunder; that the Director(s), officer(s) or agent(s) are like employees and not personally liable when dealing with the Association properties or matters.

It is expressly declared that a Pure Trust is herein created as a legal separate entity, that neither the Director(s), officer(s), or Certificate Holder(s), present or future, have or possess any beneficial interest in the property or assets of said Association, nor shall they be personally liable hereunder, as partners, associates, or otherwise; that no Director(s) shall be liable for the act or omission of his or her Co-Director(s), or any other person, whatsoever, whether employed by such Director(s) or not, or for anything other than his own, personal breach of Trust, except when state law forbids.

### ARTICLE XIV

#### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Certificate Holder of the Association. The foregoing is not intended to include legal persons of public or private law who hold an interest merely as security for the performance of an obligation.

Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

## ARTICLE XV

### TRUST CERTIFICATES

For convenience the Trust Certificate used for distribution shall be divided into Ninety Nine Units. They shall be assessable, non-taxable, and non-negotiable. The Trust Certificates shall be transferable and shall run with the property and the lawfull possessor shall be construed to be the true and lawfull owner thereof. The Certificate Holder(s) will hold the units as tenants-in-common. One Trust Certificate in the Association will be issued to each owner of property subject to assessment by this Association.

Death, insolvency, or bankruptcy of any certificate holder, or the transfer of his certificate by gift, devise or descent, shall not operate as a dissolution of this Association, or in any manner affect the Association or its operation or mode of business. Ownership of certificates shall not entitle the holder(s) to any legal title or equitable title in or to the Association property, nor any undivided interest therein, nor in the management thereof, nor shall the death of a holder(s) entitle his heirs or legal representative(s) to demand any partition or division of the property of the Association, nor any special accounting. The rights of the Certificate Holder(s) in personam are limited to merely a claim against the Director(s) to carry out this Contract and Declaration of Trust.

The Association may issue certificates in excess of the number herein provided in the event additional homeowners outside of the original subdivision are admitted to the Association by the assent of two-thirds (2/3) of the Association members. The certificates may not have a nominal value at variance with the provisions hereof.

## ARTICLE XVI

### VOTING RIGHTS

Upon the issuance of seventy five percent (75%) of the Trust Certificates or on January 1, 1988 (whichever shall occur earlier) the owners of the Trust Certificate shall have the right annually to elect new members to the Board of Directors. Such election shall require a meeting of Certificate Holders and Board Members shall be elected by a majority of those paid up Certificate Holders in good standing present.

At the first annual meeting, the Certificate Holders shall elect three (3) Directors for a term of one (1) year, three (3) Directors for a term of two (2) years and three (3) Directors for a term of three (3) years; and at each annual meeting thereafter, the Certificate Holders shall elect three (3) Directors for a term of three (3) years unless by Minute to this Trust Indenture, the Board of Directors shall otherwise indicate.

IN WITNESS WHEREOF, the Exchangor(s) and Creator hereof, for themselves, have hereunto set their hands and seals in token and recognition of the conveyance, delivery, and acceptance of property, assets, or other things and the obligations and duties as herein assigned to Directors of said Association and assent to all stipulations herein as imposed and expressed as of February 25, 1985 nunc pro tunc.

By

Exchangor.

creator

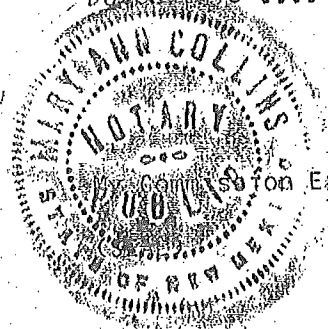
COUNTY OF BERNALILLO )  
 ) ss.  
STATE OF NEW MEXICO )

I, Mary Ann Collins..., Notary Public, an officer authorized by law to administer oaths, do hereby certify that William M. Turner, known to me to be President of Manzano Resources and acting on behalf of Manzano Resources, Exchangor; and John H. Altman, individually, Creator, of BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION personally appeared before me this day and swore and acknowledged that they signed, sealed and delivered the above and foregoing Trust Indenture for the uses and purposes therein set forth, and that the Director(s) by their signature evidenced and acceptance of the duties, obligations, and faithful performance of said Trust Indenture.

Dated this 15<sup>th</sup> day of January, 1986.

Mary Ann Collins  
Notary Public

Expires: 6/23/87



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## MINUTES

OF

## BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

The Creator approached Manzano Resources and offered to trade One Dollar and 99 Trust Certificate Units contained in the Trust Indenture for real and/or personal property, a list being attached hereto comprising Schedule A.

After due consideration by all concerned, it was unanimously agreed to accept the proposed trade; the exchange was made. This exchange does not constitute a sale or gift.

MANZANO RESOURCES

By William M. Turner ..... 1/15/86  
Exchangor Date

By John H. Altman ..... 1/15/86  
Creator Date

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

The foregoing Minute was acknowledged before me this 15<sup>th</sup> day of January, 1986 by William M. Turner, known to me to be President of Manzano Resources known to me to be the Exchangor of the Bassett Farms Domestic Water Users and Homeowners Association, and John H. Altman, Creator of Bassett Farms Domestic Water Users and Homeowners Association.

Mary Ann Collins  
Notary Public



Commission Expires: 6/23/87

## SCHEDULE A

## Real Property and Easements

All easements of public record and park areas within the Bassett Farms Subdivision situated within Section 23, Township 10 North, Range 7 East, N.M.P.M., Santa Fe County, New Mexico, and being more particularly described as:

BEGINNING at a point on the East line of the herein described Tract, being the East one-fourth corner of said Section 23. Thence S.00°04'29"W. along the East line of said Section 23 a distance of 1650.00 feet to the Southeast corner of the herein described Tract; thence N.89°59'46"W., a distance of 1320.23 feet to the Southwest corner of the herein described Tract; thence N.00°04'21"E., a distance of 1650.17 feet; to a point on the North line of the Southeast quarter of said Section 23; thence S.89°58'15"W., along said line a distance of 330.19 feet to the Southeast corner of Tract "B" of the Land Division Plat, LANDS OF BASSETT, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk for Santa Fe County, on the 24th day of November 1980; thence S.89°35'21"W., a distance of 328.55 feet; thence N.89°57'00"W., a distance of 330.00 feet; thence N.00°01'00"W., a distance of 330.00 feet; thence N.89°57'00"W., a distance of 330.00 feet; thence N.00°01'00"W., a distance of 438.00 feet; thence N.52°13'37"W., a distance of 901.50 feet to the Northwest corner of the herein described Tract; thence N.89°56'50"E., a distance of 1419.06 feet; thence S.51°39'29"E., a distance of 149.42 feet; thence S.40°33'06"E., a distance of 398.79 feet; thence S.48°29'21"E., a distance of 317.55 feet; thence N.88°13'16"E., a distance of 827.29 feet; thence N.31°11'57"E., a distance of 307.03 feet; thence S.75°49'44"E., to a point in the East line of said Section 23 for the Northeast corner; thence S.00°04'29"W., along said Section line, a distance of 917.86 feet to the point and place of beginning, and containing an area of 112.0714 acres, more or less.

wherein the park areas are described more particularly as:

BEGINNING at the Northeast corner of Lot A-1, thence N.88°13'16"E., a distance of 289.03 feet to the northwest corner of Lot D-40; thence S.03°22'43"E., a distance of 324.60 feet to the southwest corner of Lot D-40 and the centerline of Regina Drive; thence N.86°37'17"E., a distance of 250.67 feet to the intersection of the centerline of Bassett Circle; thence along an outside circle of radius 75 feet and a delta of 138°54'23" along a chord of bearing S.67°13'58"W., a distance of 140.46 feet to the intersection of Bassett Circle and Adam Drive; thence N.89°56'50"E., a distance of 129.94 feet to the southeast corner of Lot B-1; thence S.00°03'10"E., a distance of 223.25 feet to the Northeast corner of Lot B-1 and the southeast corner of Lot A-1; thence S.51°24'58"W., a distance of 258.25 feet to the point of beginning containing an area of 3.7648 acres more or less.

BY-LAWS

OF

582894

BASSETT FARMS DOMESTIC WATER USERS  
AND  
HOMEOWNERS ASSOCIATION

NAME AND LOCATION. The name of the Trust is the Bassett Farms Domestic Water Users and Homeowners Association, hereinafter referred to as the "Association". The principal office of the Association shall be located at 2300 Candelaria Road, NE, Albuquerque, NM 87107 but meetings of members and the Board of Directors may be held at such place(s) within the State of New Mexico, County of Santa Fe, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the Bassett Farms Domestic Water Users and Homeowners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of public or private law, or the fee simple title to any Lot which is a part of the Properties, including contract sellers, but, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Manzano Resources, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Santa Fe County Clerk, Santa Fe, New Mexico.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

## ARTICLE III

## MEETING OF MEMBERS

Section 1. Annual Meeting. The first annual meeting of the members shall be held within one year from the date of creation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 O'Clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President of the Board of Directors, or upon written request of one-fourth (1/4) of the members.

Section 3. Notice of Meetings. Written notice of special meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Contract and Declaration of Trust of the Association, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member entitled to vote may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

## ARTICLE IV

## BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) Directors, whom must be members of the Association, unless the members otherwise determine.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years unless they otherwise determine.

Section 3. Removal. Any director may be removed from the Board, with or without cause by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members only.

Section 2. Elections. Election to the Board of Directors shall be by secret written ballot. At such election the members of their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular Meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors present at the meeting shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereupon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provision of these By-Laws, the Contract and Declaration of Trust, or the Declaration of Covenants;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and,

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and Trust affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and,

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and a Vice-President, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

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

Vice-President

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

Secretary

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

Treasurer

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

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X

582900

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Contract and Declaration of Trust and these By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost for time and materials.

## ARTICLE XI

### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

## ARTICLE XII

### SEAL

The Association shall have a seal in circular form having within its circumference the words: Bassett Farms Association.

## ARTICLE XIII

### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments prior to the sale of seventy five percent (75%) of the Lots of the Bassett Farms Subdivision.

Section 2. In the case of any conflict between the Contract and Declaration of Trust and these By-Laws, the Contract and Declaration of Trust shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

582901

## ARTICLE XIV

## MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on February 28, 1985.

IN WITNESS WHEREOF, we, being all of the directors of the Bassett Farms Domestic Water Users and Homeowners Association, have hereunto set our hands this 25<sup>th</sup> day of February, 1985.

*William M. Turner*  
William M. Turner

*Herbert M. Goldman*  
Herbert M. Goldman

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

The foregoing By-Laws were signed before me this 25<sup>th</sup> day of February, 1985 by William M. Turner and Herbert M. Goldman, known by me to be the directors of the Board of Directors of the Bassett Farms Domestic Water Users and Homeowners Association.



*Mary Ann Collins*  
Notary Public

Commission Expires: 6/23/87.

## CERTIFICATION

I, the undersigned, do hereby certify:

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 25th day of February, 1985.

IN WITNESS WHEREOF, I have herunto subscribed my name and affixed the seal of said association this 26th day of February 1985.

*Régina R. Turner*  
Secretary

## AMMENDMENT 1

TO THE BY-LAWS OF THE

## BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

BE IT RESOLVED by a Special Meeting of a quorum of Trustee(s) (also referred to as Directors) of the Bassett Farms Domestic Water Users and Homeowners Association that the following Ammendments are made to the By-Laws of the Bassett Farms Domestic Water Users and Homeowners Association.

## ARTICLE II

## DEFINITIONS

Section 9. "Director(s)" shall mean and refer to the Trustee(s) of the Association and said terms may be used synonymously.

Section 10. "Board of Directors" shall mean and refer to the Board of Trustees of the Association and said terms may be used synonymously.

By William M. Turner 10-7-85  
William M. Turner, Trustee Date

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

The foregoing Minute was acknowledged before me this 14th day of Oct, 1985 by William M. Turner, known to me to be the first Trustee of the Bassett Farms Domestic Water Users and Homeowners Association.



My Commission Expires 4/24/85

(SEAL)

*[Signature]*  
Notary Public

# MINUTES

OF

BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

BE IT RESOLVED, that the Southwest National Bank of Albuquerque, New Mexico, hereinafter called "bank", is hereby designated by the Trustee(s) as a depository of this Trust and that a checking account or an interest bearing account may be established in the name of this Trust with said Bank, wherein may be deposited any of the funds of this Trust whether represented by cash, checks, notes, or other evidences of debt and from which withdrawals are hereby authorized in the name of the Trust by any of the following signatures. Furthermore, funds of the Trust may be held by the Bank as Certificates of Deposit, Federal Treasury Bills, or other money market instrumentalities.

....., President

Harold Z. Geh, Vice President

By William M. Turner 2/25/85  
William M. Turner, Trustee Date

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

The foregoing Minute was acknowledged before me this 25<sup>th</sup> day of February, 1985 by William M. Turner, known by me to be the first Trustee of the Bassett Farms Domestic Water Users and Homeowners Association.

Mary Ann Collins  
Notary Public



Commission Expires: 6/23/87

MINUTES

OF

BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

The Creator of this Declaration of Trust hereby appoints William M. Turner individually as the first Director under no obligation to said Director. As evidenced by the signature below, Director hereby accepts the appointment together with the responsibilities pertaining thereto.

By John H. Altman 1/15/86  
John H. Altman, Creator Date  
By William M. Turner 1/15/86  
William M. Turner, Director Date

The duly appointed Director by the power vested as Director of this Declaration of Trust hereby declares this contract to be in full force and effect, and by the signature appearing below, pledges best efforts. Director agrees singly and collectively not to engage in any activity that will bring unfavorable reaction upon this Declaration of Trust or impair its not-for-profit status. It is further agreed that all activity will have Director's approval of any new activity not incorporated within the minutes at the time said new activity is put into being.

By William M. Turner 1/15/86  
William M. Turner, Director Date

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

The foregoing Minutes were acknowledged before me this 15th day of January, 1986 by William M. Turner, known to me to be the first Director of the Bassett Farms Domestic Water Users and Homeowners Association, and John H. Altman, Creator of the Bassett Farms Domestic Water Users and Homeowners Association.

Mary Ann Collins  
Notary Public

My Commission Expires: 6/23/87

(SEAL)

MINUTES

OF

BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

BE IT RESOLVED by a Special Meeting of a quorum of the Director(s) of the Bassett Farms Domestic Water Users and Homeowners Association that the Association, hereinafter in every minute called the Association, hereby agrees grant to the Edgewood Utility Company, the present right to sell water to Lot Owners in the Bassett Farms Subdivision.

By

*William M. Turner*  
William M. Turner, Director

*1/15/86*  
Date

STATE OF NEW MEXICO )

) ss.

COUNTY OF BERNALILLO )

The foregoing Minute was acknowledged before me this *15<sup>th</sup>* day of *January*, 1986 by William M. Turner, known to me to be the first Director and President of the Board of Directors of the Bassett Farms Domestic Water Users and Homeowners Association.

*Robbie Annals-Wallace*  
Notary Public

My Commission Expires: *5-15-89*

(SEAL)

MINUTES

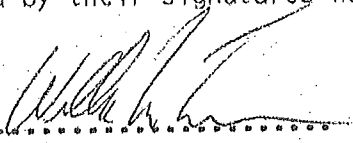
OF

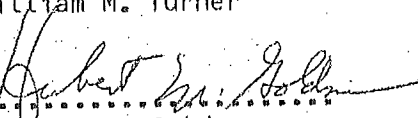
BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

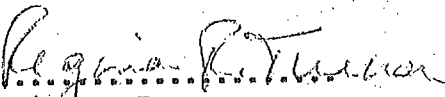
BE IT RESOLVED by a quorum of Directors of the Bassett Farms Domestic Water Users and Home Owners Association that the following officers are appointed:

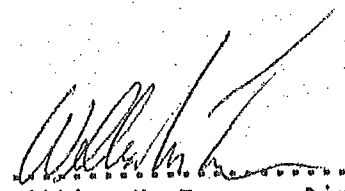
William M. Turner, President  
Herbert M. Goldman, Vice President  
Regina R. Turner, Secretary/Treasurer

and by their signatures hereto they acknowledge and accept their appointment

  
.....  
William M. Turner

  
.....  
Herbert M. Goldman

  
.....  
Regina R. Turner

By  ..... 11/5/86  
William M. Turner, Director Date

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

The foregoing Minute was acknowledged before me this 15<sup>th</sup> day of January, 1986 by William M. Turner, known to me to be the Director of the Bassett Farms Domestic Water Users and Homeowners Association on behalf of said Association.

  
.....  
Notary Public

My Commission Expires: August 16, 1988

(SEAL)

MINUTES

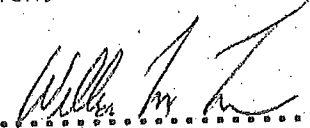
OF

BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

BE IT RESOLVED, the Director(s) shall have the power to bind the certificate holders personally, or to call on them for the payment of such sums of money or any sum whatever, as they may deem necessary to pay for maintenance and/or management and/or other costs associated with the Common Areas of the Bassett Farms Subdivision through lien-supported assessments.

In every written order, contract, or obligation which the Director(s) or officers shall give, authorize or enter into, it shall be the duty of the Director(s) and officers to stipulate, or cause to be stipulated, that neither the Director(s), officers shall be held to any personal liability under or by reason of such order, contract, or obligation.

By

  
William M. Turner, Director

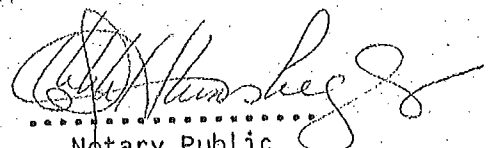
1/15/86  
Date

STATE OF NEW MEXICO )

) ss.

COUNTY OF BERNALILLO )

The foregoing Minute was acknowledged before me this <sup>15th</sup> day of JANUARY, 1986 by William M. Turner, known to me to be the first Director of the Bassett Farms Domestic Water Users and Homeowners Association.

  
Notary Public

My Commission Expires: August 16, 1988

(SEAL)

MINUTES

OF

BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

BE IT RESOLVED that the Director(s) shall have the exclusive power to construe the meaning and intent of this Trust Indenture and that the Director(s) construction shall be conclusive, legally binding and will govern. The Director's(s') construction will be the same as the intention of all the parties as expressed throughout the entire indenture or instrument.

By William M. Turner 1/15/86  
William M. Turner, Director Date

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

The foregoing Minute was acknowledged before me this 15<sup>th</sup> day of JANUARY, 1986 by William M. Turner, known to me to be the first Director of Bassett Farms Domestic Water Users and Homeowners Association.

[Signature]  
Notary Public

My Commission Expires: AUGUST 16, 1988

(SEAL)

OF

BE IT RESOLVED, that the Southwest National Bank of Albuquerque, New Mexico, hereinafter called "bank", is hereby designated by the Director(s) as a depository of this Association and that a checking account or an interest bearing account may be established in the name of this Association with said Bank, wherein may be deposited any of the funds of this Association whether represented by cash, checks, notes, or other evidences of debt and from which withdrawals are hereby authorized in the name of the Association by any of the following signatures. Furthermore, funds of the Association may be held by the Bank as Certificates of Deposit, Federal Treasury Bills, or other money market instrumentalities.

*William L. ...*, President

....., Vice President

By William M. Turner 1/15/86  
William M. Turner, Director Date

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

The foregoing Minute was acknowledged before me this 15<sup>th</sup> day of Jan., 1986 by William M. Turner, known by me to be the first Director of the Bassett Farms Domestic Water Users and Homeowners Association.

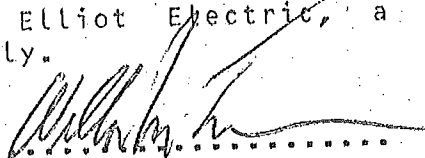
Notary Public

My Commission Expires: August 16, 1988

(SEAL)

CERTIFICATION

I, William M. Turner, Trustee of Manzano Resources, a trust formed under the common law of the United States of America, and developer of Bassett Farms Subdivision, Santa Fe County, New Mexico, do hereby certify that to the best of my knowledge all improvements required for construction in Phase I of the Bassett Farms Subdivision by the Santa Fe County Commission have been installed according to sound engineering standards and have been inspected and approved by the Santa Fe County Land Use Administrator as a prerequisite to the filing of the plats for Phase I of the aforesaid subdivision. In addition, I certify that underground natural gas lines and underground electric power lines have been installed throughout Phase I of the aforesaid subdivision by the Estancia Moriarty Willard Gas Cooperative and Elliot Electric, a licensed electrical contractor respectively.

  
.....  
William M. Turner

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

I, Robbie Smith-Wallace, Notary Public, an officer authorized to administer oaths, do hereby certify that William M. Turner, known to me to be Trustee of Manzano Resources and acting on behalf of Manzano Resources personally appeared before me this day executed the above certification in my presence.

Dated this 15<sup>th</sup> day of January, 1986

  
.....  
Notary Public

My Commission Expires: 5-15-89

(seal)

MINUTES

OF

BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

BE IT RESOLVED by a Special Meeting of a quorum of the Director(s) of the Bassett Farms Domestic Water Users and Homeowners Association that the By-Laws attached hereto and made a part of this Minute by reference are hereby adopted. These By-Laws shall remain in force unless otherwise amended as provided for by this Contract and Declaration of Trust or by the By-Laws themselves. In cases of conflict, the Contract and Declaration of Trust shall govern.

By William M. Turner 1/15/86  
William M. Turner, Director Date

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

The foregoing Minute was acknowledged before me this 15<sup>th</sup> day of JANUARY, 1986 by William M. Turner, known to me to be the first Director and President of the Board of Directors of the Bassett Farms Domestic Water Users and Homeowners Association.

[Signature]  
Notary Public

My Commission Expires: AUGUST 16, 1988

(SEAL)

MINUTES

OF

BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

BE IT RESOLVED by a quorum of Directors of the Bassett Farms Domestic Water Users and Home Owners Association that the name of the Association is hereby and henceforth changed to the Country Meadows Estates Water Users and Home Owners Association to be consistent with the change in the name of the subdivision which was duly changed by Notice of Record Name Change which was recorded in Book 577 at Pages 696 through 698 inclusive on April 2, 1987 of the records of Santa Fe County, New Mexico

By

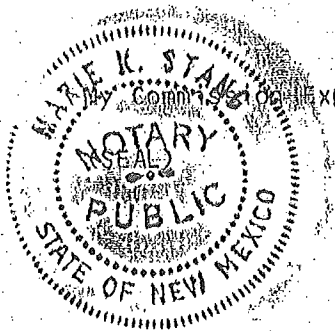
William M. Turner, Director

Date \_\_\_\_\_

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

The foregoing Minute was acknowledged before me this 1st day of June, 1987 by William M. Turner, known to me to be the Director of the Bassett Farms Domestic Water Users and Homeowners Association on behalf of said Association.

Notary Public



MINUTES

OF

BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

BE IT RESOLVED, By the Trustee(s) of the Bassett Farms Domestic Water Users and Homeowners Association (hereinafter referred to as the "Association" that:

WHEREAS the Trustee of the Association is required to appoint nine (9) new Directors subsequent to the sale of seventy five percent (75%) of the lots or on January 2, 1999, pursuant to a Minute of the Association passed December 30, 1998 and pursuant to the provisions of the Contract and Declaration of Trust and By Laws of the Association, which ever occurs earlier, which Minute was filed of record in the records of Santa Fe County, New Mexico in Book 1592 at Page 559 extending the duration of the prior extension until January 2, 2005; and,

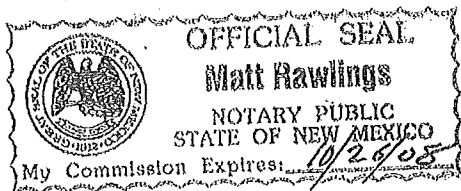
WHEREAS only 28 lots have been sold as of December 30, 2005

NOW THEREFORE, the Trustee of the Association hereby extends the requirement that nine (9) new Directors be named until the sale of seventy five percent (75%) of the lots from January 2, 1995 *nunc pro tunc* to January 2, 2010, whichever occurs earlier as the Trustee may determine.

By: [Signature] 2/14/06  
William M. Turner, Trustee Date

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

The foregoing Minute was acknowledged and signed before me this the 14<sup>th</sup> day of February, 2006, by William M. Turner known to me to be the Trustee of the Bassett Farms Domestic Water Users and Homeowners Association



[Signature]  
NOTARY

For clear copy on both parts, please type or print with ball point pen and press firmly

Form SS-4

(Rev. 9-82)  
Department of the Treasury  
Internal Revenue Service

### Application for Employer Identification Number

(For use by employers and others as explained in the instructions.  
Please read the instructions before completing this form.)  
For Paperwork Reduction Act Notice, see page 2.

OMB No. 1545-0003 Expires 9-30-85

|                                                                                                                                                                                                                                                                                                                                                              |      |                                                                                                                                             |                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| 1 Name (True name and not trade name. If partnership, see page 4.)<br><b>Bassett Farms Water Users and Homeowners Assoc.</b>                                                                                                                                                                                                                                 |      | 2 Social security no., if sole proprietor                                                                                                   | 3 Ending month of accounting year<br><b>December</b> |
| 4 Trade name, if any, of business (if different from item 1)<br><b>NA</b>                                                                                                                                                                                                                                                                                    |      | 5 General partner's name, if partnership; principal officer's name, if corporation; or grantor's name, if trust<br><b>Manzano Resources</b> |                                                      |
| 6 Address of principal place of business (Number and street)<br><b>2300 Candelaria Road, NE</b>                                                                                                                                                                                                                                                              |      | 7 Mailing address, if different<br><b>Same</b>                                                                                              |                                                      |
| 8 City, State, and ZIP code<br><b>Albuquerque, NM 87107</b>                                                                                                                                                                                                                                                                                                  |      | 9 County of principal business location<br><b>Santa Fe</b>                                                                                  |                                                      |
| 10 Type of organization<br><input type="checkbox"/> Governmental<br><input type="checkbox"/> Individual <input checked="" type="checkbox"/> Trust <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other (specify)<br><input checked="" type="checkbox"/> Nonprofit organization <input type="checkbox"/> Corporation <b>Sec 528</b> |      | 11 Date you acquired or started this business (Mo., day, year)<br><b>2/20/85</b>                                                            |                                                      |
| 12 Reason for applying<br><input type="checkbox"/> Started new business <input type="checkbox"/> Purchased going business <input checked="" type="checkbox"/> Other (specify) <b>New subdivision</b>                                                                                                                                                         |      | 13 First date you paid or will pay wages for this business (Mo., day, year)<br><b>May 1985</b>                                              |                                                      |
| 14 Nature of principal business activity (See instructions on page 4.)<br><b>As defined under Sec. 528(c)(1)(A)</b>                                                                                                                                                                                                                                          |      | 15 Do you operate more than one place of business?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                   |                                                      |
| 16 Peak number of employees expected in next 12 months (If none, enter "0")<br><b>1</b>                                                                                                                                                                                                                                                                      |      | 17 If nature of business is manufacturing, state principal product and raw material used.<br><b>NA</b>                                      |                                                      |
| 18 To whom do you sell most of your products or services?<br><input type="checkbox"/> Business establishments (wholesale) <input type="checkbox"/> General public (retail) <input checked="" type="checkbox"/> Other (specify) <b>no sales</b>                                                                                                               |      |                                                                                                                                             |                                                      |
| 19 Have you ever applied for an identification number for this or any other business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If "Yes," enter name and trade name. Also enter approx. date, city, and State where you applied and previous number if known.                                                                   |      |                                                                                                                                             |                                                      |
| Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief it is true, correct, and complete.                                                                                                                                                                                                   |      | Telephone number (include area code)<br><b>505-884-5577</b>                                                                                 |                                                      |
| Signature and Title <b>[Signature]</b>                                                                                                                                                                                                                                                                                                                       |      | Date <b>2/20/85</b>                                                                                                                         |                                                      |
| Please leave blank ▶                                                                                                                                                                                                                                                                                                                                         | God, | Ind,                                                                                                                                        | Class                                                |
|                                                                                                                                                                                                                                                                                                                                                              |      |                                                                                                                                             | Size                                                 |
|                                                                                                                                                                                                                                                                                                                                                              |      |                                                                                                                                             | Reas. for appl.                                      |
|                                                                                                                                                                                                                                                                                                                                                              |      |                                                                                                                                             | Part I                                               |

OFFICE OF  
SANTA FE COUNTY CLERK  
SANTA FE, NEW MEXICO

Check ☒ 368/ No 110778

Cash ☐

Santa Fe, N.M.

December 5, 1994

Received of

Monzono Resources

\$ 13<sup>00</sup>

thirteen dollars and no/100

For

Minutes 886, 981

843-7305

Jona Armijo

County Clerk

By

Larraine Valencia

Deputy

3:31

MINUTES

1119629

OF

**BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION  
ANNUAL MEETING**

The Seventh Annual meeting of the Bassett Farms Domestic Water Users and Home Owners Association took place on Saturday, August 27, 1994 at the home of David and Tammy Willey. Present were: Terry and Janice Frazier, Marietta Littlepage, Lisa Roberts, Shelley Blaschke, Darius Garcia, John White, Bill and Regina Turner, and Lester K. Taylor, attorney for the Association. A quorum was present.

**OLD BUSINESS**

1. School Bus Area. John White and others don't want to work on the school bus shelter any more. It's too much trouble.
2. Road Maintenance. John White asked us to mow ditches first before road work was done. Marietta Littlepage wanted to be notified when we were coming.
3. Speed Bumps. They were graded away. Molded rubber speed bumps are too expensive. Gravel bumps will be replaced. Shelley Blaschke wanted a sign put up to slow people down and warn of speed bumps. Signs are up, but a speed bump warning sign is needed.
4. Inoperable Vehicle. A court order was obtained, and the vehicle at the Skinner property was towed away.
5. Grading. The roads in the subdivision were graded by Gene Bassett.
6. Assessments. Annual assessment will remain the same. A few haven't paid. Amount in the Association's account as of August 27, 1994 was \$1587.59. Some people have made arrangements to pay in installments.
7. Les Taylor, the attorney for the Association, explained the necessity for an association and the dues. He said it was difficult to get some people to pay fees. \$50.00/year is a "modest amount". He suggested that people read Association regulations. Some residents simply refuse to abide by covenants and the Association is forced to seek legal help. His paralegal does most of the work to keep costs down.

## DO'S

1. READ YOUR DISCLOSURE STATEMENT CAREFULLY AND COMPLETELY.
2. READ THE RESTRICTIVE COVENANTS FOR COUNTRY MEADOWS ESTATES CAREFULLY AND COMPLETELY; THEY WILL BE ENFORCED TO PROTECT THE VALUE OF YOUR PURCHASE.
3. STORE YOUR SOLID WASTE IN A SANITARY MANNER UNTIL ITS DISPOSAL.
4. ATTEND ALL MEETINGS OF YOUR HOMEOWNERS ASSOCIATION.
5. CARRY OUT ALL OF THE MAINTENANCE FUNCTIONS GIVEN UNDER ITEM 36 OF THE DISCLOSURE STATEMENT.
6. DO CONTACT THE EDGEWOOD SCHOOL SYSTEM TO ARRANGE FOR PICKUP OF YOUR CHILDREN. THEIR BUS DOES COME INTO COUNTRY MEADOWS ESTATES.
7. DO READ THE RESTRICTIVE COVENANTS OF CME AND COMPLY WITH THEM.
8. DO NOT USE YOUR PROPERTY FOR ANYTHING OTHER THAN SINGLE FAMILY, PRIVATE RESIDENCE.
9. OTHER BUILDINGS MAY BE CONSTRUCTED ON YOUR PROPERTY BUT ONLY FOR NON-COMMERCIAL PURPOSES AND ONLY WITH THE APPROVAL OF THE ARCHITECTURAL REVIEW BOARD.
10. PAY YOUR ANNUAL ASSOCIATION DUES AND ANY SPECIAL ASSESSMENTS VOTED ON BY THE MEMBERS
11. DO SUBMIT A LANDSCAPING PLAN. LANDSCAPING MUST BE COMPLETED WITHIN 6 MONTHS.
12. DO PLACE GARBAGE IN COVERED CONTAINERS CONCEALED FROM PUBLIC VIEW BY AN ATTRACTIVE ENCLOSURE.
13. COMPLETE ANY BUILDING WITHIN ONE YEAR.
14. CONTRACT WITH WASTE HAULAGE COMPANY TO PICK UP YOUR GARBAGE AND TRASH.
15. REBUILD ANY BUILDING DAMAGED OR DESTROYED BY ANY CAUSE WHATSOEVER.

OFFICE OF  
SANTA FE COUNTY CLERK  
SANTA FE, NEW MEXICO

Check ☒ 1521 No 24305

Cash ☐

BUSINESS REGISTRATION

Santa Fe, N.M., 9/1st, 19 88

Received of *Bassett Yarns Assoc.* \$ 25.00

For *Seventy-five & no p.m.*  
*minutes 658-481, 658,482*  
*658,483*

JONA G. ARMIJO County Clerk

By *Virginia* Deputy

OFFICE OF  
SANTA FE COUNTY CLERK  
SANTA FE, NEW MEXICO

Check ☒ 1521 No 24306

Cash ☐

BUSINESS REGISTRATION

Santa Fe, N.M., 9/1st, 19 88

Received of *Bassett Yarns Assoc.* \$ 5.50

For *Five & 50/100*  
*Copies Certified*

JONA G. ARMIJO County Clerk

By *Virginia Montoya* Deputy

MINUTES

OF THE

1592559

BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

BE IT RESOLVED, By the Trustee(s) of the Bassett Farms Domestic Water Users and Homeowners Association (hereinafter referred to as the "Association") that:

WHEREAS the Trustee of the Association is required to appoint nine (9) new Directors subsequent to the sale of seventy five percent (75%) of the lots or on January 2, 1999, pursuant to a Minute of the Association passed on December 16, 1994 and pursuant to the provisions of the Contract and Declaration of Trust and By Laws of the Association, whichever occurs earlier, which Minute was filed of record in the records of Santa Fe County, New Mexico in Book 1124 at Page 545; and,

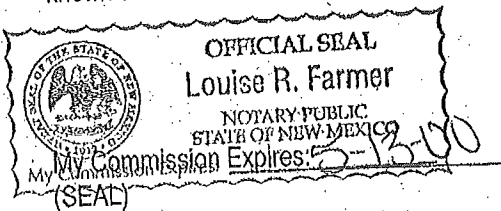
WHEREAS only 26 homes have been sold as of December 30, 1998,

NOW THEREFORE, the Trustee of the Association hereby amends the requirement that nine (9) new Directors be named until the sale of seventy five percent (75%) of the lots or January 2, 2005, whichever occurs earlier or earlier as the Trustee may determine.

By: William M. Turner 12/30/98  
William M. Turner, Trustee Date

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

The foregoing Minute was acknowledged and signed before me this 30th day of December, 1998 by William M. Turner known to me to be the Trustee of the Bassett Farms Domestic Water Users and Homeowners Association.



Rebecca Bustamante  
Notary Public

ACCEPTABLE  
U.S. Department of Housing and Urban Development

By: [Signature] 12/30/98



COUNTY OF SANTA FE 1057 SS 902  
STATE OF NEW MEXICO  
I hereby certify that this instrument was filed for record on the 20 day of Jan, D. 19 99, at 12:02 o'clock p m and was duly recorded in book 1592, page 559 of the records of Santa Fe County.

Witness my Hand and Seal of Office  
Rebecca Bustamante  
County Clerk, Santa Fe County, N.M.

Daniel Cobos  
Deputy

MINUTES

1437516

OF

BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS  
ASSOCIATION

BE IT RESOLVED, By the Trustee(s) of the Association, that because enforcement of the Restrictive Covenants of the Association commonly requires representation by the Association's attorney, the Association will charge attorney's fees for any necessary legal enforcement action to the member against whom such enforcement is sought inasmuch as attorney's fees and other costs are an inequitable burden on other members who abide by the Restrictive Covenants. This Minute shall be irrevocable and shall enter into full force and effect on the date hereinbelow set forth.

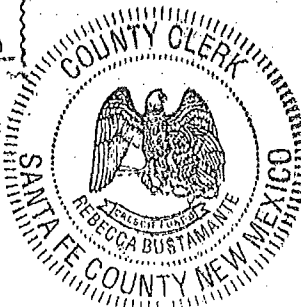
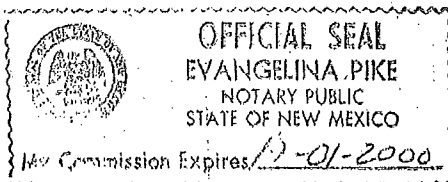
By: [Signature] 12/10/97  
William M. Turner, Trustee Date

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

The foregoing Minute was acknowledged and signed before me this 10th day of December, 1997 by William M. Turner known to me to be the Trustee of the Bassett Farms Domestic Water Users and Homeowners Association.

[Signature]  
Notary Public

My Commission Expires: 10-01-2000  
(SEAL)



1005-905  
COUNTY OF SANTA FE )  
STATE OF NEW MEXICO )  
I hereby certify that this instrument was filed  
for record on the 15th day of Dec, A.D.  
19 97, at 1:15 o'clock P m  
and was duly recorded in book 1437  
page 316 of the records of  
Santa Fe County.

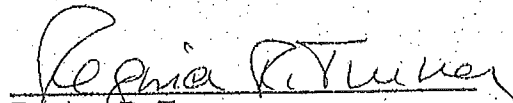
Witness my Hand and Seal of Office  
Rebecca Bustamante  
County Clerk, Santa Fe County, N.M.

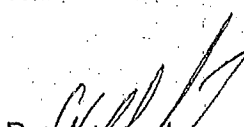
[Signature] Deputy

**MINUTES**  
**OF**  
**BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS**  
**ASSOCIATION**

BE IT RESOLVED, that The Bank of New Mexico of Albuquerque, New Mexico, hereinafter called "Bank", is hereby designated by the Director(s) as a depository of this Association and that a checking account or an interest bearing account may be established in the name of this Association with said Bank, wherein may be deposited any of the funds of this Association whether represented by cash, checks, notes or other evidences of debt and from which withdrawals are hereby authorized in the name of the Association by any of the following signatures. Furthermore, funds of the Association may be held by the Bank as Certificates of Deposit, Federal Treasury Bills, or other money market instrumentalities.

  
\_\_\_\_\_  
William M. Turner

  
\_\_\_\_\_  
Regina R. Turner

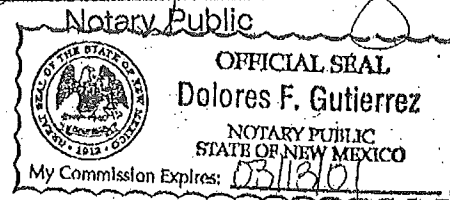
By:   
\_\_\_\_\_  
William M. Turner, Trustee

11/24/97  
\_\_\_\_\_  
Date

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

The foregoing Minute was acknowledged and signed before me this 24th day of November, 1997 by William M. Turner and Regina R. Turner.

My Commission Expires: 03/13/01  
(SEAL)



MINUTES

1124545

OF THE

BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

BE IT RESOLVED, By the Trustee of the Bassett Farms Domestic Water Users and Homeowners Association (hereinafter referred to as the "Association") that:

WHEREAS the Trustee of the Association is required to appoint nine (9) new Directors subsequent to the sale of seventy five percent (75) of the lots or on January 2, 1995, pursuant to a Minute of the Association passed on December 17, 1991 pursuant to the provisions of the Contract and Declaration of Trust and the Bylaws of the Association, whichever occurs, earlier, which Minute was filed of record in the records of Santa Fe County, New Mexico in Book 777 at Page 903; and,

WHEREAS only 26 homes have been sold as of December 16, 1994,

NOW THEREFORE, the Trustee of the Association hereby amends the requirement that nine (9) new Directors be named until the sale of seventy five percent (75%) of the lots or January 2, 1999, whichever occurs earlier or earlier as the Trustee may determine.

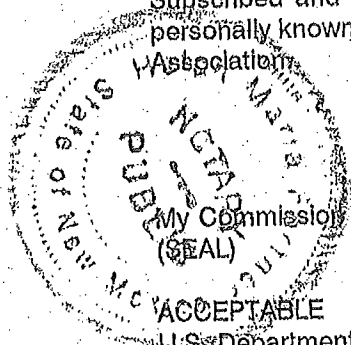
In accordance with the provisions of the Contract and Declaration of Trust, this Minute must be approved by the U.S. Department of Housing and Urban Development.

By: William M. Turner 12/16/94  
William M. Turner, Trustee Date

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

Subscribed and sworn to before me this 16th day of December 1994 by William M. Turner, who is personally known to me to be the Trustee of the Bassett Farms Domestic Water Users and Homeowners Association.

William M. Turner  
Notary Public



My Commission Expires: 11/28/98

ACCEPTABLE

U.S. Department of Housing and Urban Development

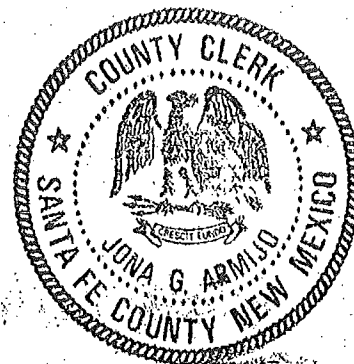
By: Lawrence C McPherson Dec. 16, 1994  
Date

COUNTY OF SANTA FE  
STATE OF NEW MEXICO

I hereby certify that this instrument was filed for record on the 21 day of Dec A.D. 19 94 at 4:08 o'clock P.m. and was duly recorded in book 11245 page 545 of the records of Santa Fe County.

Witness my Hand and Seal of Office  
Jona G. Armijo  
County Clerk, Santa Fe County, NM

Jona G. Armijo  
Deputy



**MINUTES OF THE  
ARCHITECTURAL CONTROL COMMITTEE OF  
BASSETT FARMS SUBDIVISION**

805997

BE IT RESOLVED BY The Architectural Control Committee of the Bassett Farms Subdivision that:

WHEREAS, minimum lot sizes at Bassett Farms Subdivision are at least one (1) acre in surface area, and

WHEREAS, the soils of the subdivision are loamy in character with good saturated permeability, and

WHEREAS, it is in the public interest that septic system absorption fields should be designed to permit adequate percolation, and

WHEREAS, there being no limitation on the area of an absorption field,

NOW THEREFORE, from the date of this enactment, there shall be no deep trench septic system absorption fields. And all absorption fields shall be equivalent in area to the width of the absorption field trench multiplied by its length with no allowance for percolation through the sides of the trench.

BE IT FURTHER RESOLVED That:

WHEREAS, bacterial action within septic tanks is commonly adversely impacted by the introduction of chemicals which are commonly used in laundering clothing, and

WHEREAS, such deleterious impact may cause failure of the septic system which may lead to improper treatment of waste water as to contribute to ground water contamination,

NOW THEREFORE, from the date of this enactment, laundry facilities shall be plumbed directly to a small grey water laundry box which shall discharge to its own absorption field.

IN WITNESS WHEREOF, I, William M. Turner, Chairman of the Architectural Control Committee of the Bassett Farms Subdivision, do hereunto set my hand this 27th day of March, 1992.

By: William M. Turner 3/27/92  
William M. Turner, Chairman Date

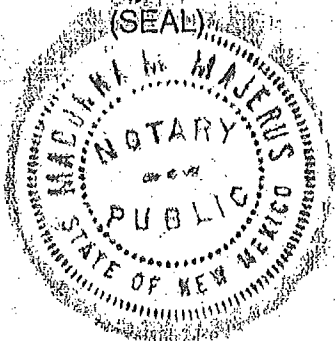
805998

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

Subscribed and sworn to before me this 27th day of March, 1992 by William M. Turner, who is personally known to me to be the Chairman of the Architectural Control Committee of the Bassett Farms Subdivision.

Madonna M. Majerus  
Notary Public

My Commission Expires: 11/5/95



COUNTY OF SANTA FE 769, ISS 249  
STATE OF NEW MEXICO  
I hereby certify that this instrument was filed  
for record on the 8 day of April  
19 92, at 1:39 o'clock P.m.  
and was duly recorded in book 805  
page 997-998 of the records of  
Santa Fe County.

Witness my Hand and Seal of Office  
Jona G. Armijo  
County Clerk, Santa Fe County, N.M.

Virginia Montoya  
Deputy

OFFICE OF  
SANTA FE COUNTY CLERK  
SANTA FE, NEW MEXICO

Check ☒ 12030

No 64416

Cash ☐

Santa Fe, N.M., Dec 20, 19 91

Received of Bassett Farms \$ 5<sup>00</sup>

Five dollars and no/100.

For Munites 1758.433

JONA G. ARMILLO County Clerk

By Mario Smith Deputy

4:33

MINUTES

OF THE

777903

BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

BE IT RESOLVED By the Trustee(s) of the Bassett Farms Domestic Water Users and Homeowners Association that

WHEREAS, the Trustee(s) of the Association is required to appoint nine (9) new Trustees subsequent to the sale of seventy five percent (75%) of the lots or on January 2, 1992, pursuant to a Minute of the Association passed on December 29, 1989 pursuant to the provisions of the Contract and Declaration of Trust of the Association and the By Laws of the Association, whichever occurred earlier: and,

WHEREAS only 26 homes have been constructed and sold as of the date of this Minute which is less than seventy five percent (75%) of the lots within the Bassett Farms Subdivision,

NOW THEREFORE, the Trustee(s) of the Association hereby amend the requirements that nine (9) new Trustees be named until the sale of seventy five percent (75%) of the lots or January 2, 1995, whichever occurs earlier or earlier as the Trustee(s) may determine.

IN ACCORDANCE With the provisions of the Contract and Declaration of Trust, this Minute must be approved by the U.S. Department of Housing and Urban Development.

William M. Turner 12/17/91  
William M. Turner, Trustee Date

Regina R. Turner 12/17/91  
Regina R. Turner, Trustee Date

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

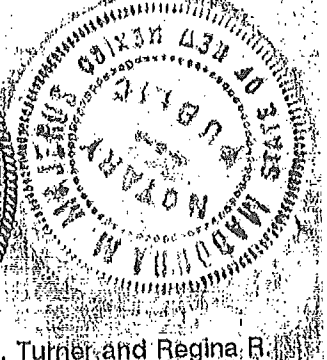
Subscribed and sworn to before me this 17th day of December, 1991 by William M. Turner and Regina R. Turner who are personally known to me to be the Trustee of The Bassett Farms Domestic Water Users and Homeowners Association.

Madonna M. Majors  
Notary Public

My Commission Expires: 11-5-95  
(SEAL)

ACCEPTABLE  
U.S. Department of Housing and Urban Development

By: L C M. [Signature] Dec 18, 1991  
Date



758 433  
COUNTY OF SANTA FE )  
STATE OF NEW MEXICO )  
I hereby certify that this instrument was filed  
for record on the 20 day of Dec. A.D.  
19 91, at 4:33 o'clock p.m.  
and was duly recorded in book 777,  
page 223 of the records of Santa Fe County.  
Witness my Hand and Seal of Office  
Jona G. Armillo  
County Clerk, Santa Fe County, N.M.  
[Signature]  
Deputy

RECEIVED BY HSG. DEV  
ALBUQUERQUE, NEW MEXICO

DEC 18 1991

MINUTES

OF THE

BY: L C M: Hyman

**BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION**

BE IT RESOLVED By the Trustee(s) of the Bassett Farms Domestic Water Users and Homeowners Association that

WHEREAS, the Trustee(s) of the Association is required to appoint nine (9) new Trustees subsequent to the sale of seventy five percent (75%) of the lots or on January 2, 1992, pursuant to a Minute of the Association passed on December 29, 1989 pursuant to the provisions of the Contract and Declaration of Trust of the Association and the By Laws of the Association, whichever occurred earlier; and,

WHEREAS only 26 homes have been constructed and sold as of the date of this Minute which is less than seventy five percent (75%) of the lots within the Bassett Farms Subdivision,

NOW THEREFORE, the Trustee(s) of the Association hereby amend the requirements that nine (9) new Trustees be named until the sale of seventy five percent (75%) of the lots or January 2, 1995, whichever occurs earlier or earlier as the Trustee(s) may determine.

IN ACCORDANCE With the provisions of the Contract and Declaration of Trust, this Minute must be approved by the U.S. Department of Housing and Urban Development.

William M. Turner  
William M. Turner, Trustee

12/17/91  
Date

Regina R. Turner  
Regina R. Turner, Trustee

12/17/91  
Date

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

Subscribed and sworn to before me this 17th day of December, 1991 by William M. Turner and Regina R. Turner who are personally known to me to be the Trustee of The Bassett Farms Domestic Water Users and Homeowners Association.

Madonna M. Major  
Notary Public

My Commission Expires: 11-5-95  
(SEAL)

ACCEPTABLE  
U.S. Department of Housing and Urban Development

By: L C M: Hyman Dec 18, 1991  
Date

MINUTES

717904

OF THE

**BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION**

**BE IT RESOLVED** By the Trustee(s) of the Bassett Farms Domestic Water Users and Homeowners Association (hereinafter the "Association") at a meeting of the Trustee(s) duly called on the 11th day of April, 1991 at which a *quorum* was present that

**WHEREAS**, The Bassett Farms Domestic Water Users and Homeowners Association (hereinafter the "Association") is a legally created Homeowners Association, created as a common law trust pursuant to that certain Contract and Declaration of Trust dated June 15, 1986 which entered into force on February 25, 1985 *nunc pro tunc* and which was approved by the Associate Regional Counsel of the U.S. Department of Housing and Urban Development on December 11, 1985, and

**WHEREAS**, The Declaration of Conditions, Covenants, and Restrictions for Bassett Farms (hereinafter "Declaration") were approved by the Santa Fe County Commission at their regular meeting in March, 1985 and were filed in the records of Santa Fe County, New Mexico on the 7th day of November, 1986, in Book 565 at Pages 380 through 391 inclusive, and

**WHEREAS**, Section 5 of the aforesaid Declaration creates a lien and personal obligation of assessment together with interest, costs, and reasonable attorney's fees, and shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, and

**WHEREAS**, Certain Restrictive Covenants are appurtenant to the land within the Bassett Farms Subdivision, and

**WHEREAS**, From time to time, it may be necessary to take legal action to enforce the restrictive covenants after having given reasonable notice to the party(ies) against whom enforcement is sought, and

**WHEREAS**, the Association may bring action at law against the Owner personally obligated to pay assessments or to enforce the conditions of the Declaration, and

**WHEREAS**, as the number of lot Owners increases, the administrative effort required to collect the annual assessments and enforce the restrictive covenants has increased and will continue to increase as the number of homeowners in Bassett Farms grows, and

717905

**WHEREAS**, the collection of assessments, enforcement of the restrictive covenants, and the administration of the Association can be greatly facilitated by contracting with a reputable attorney,

**NOW THEREFORE**, The Trustee(s) of the Association authorize the Trustee(s) to enter into an Agreement with the law firm of Nordhaus, Haltom, Taylor Taradash, and Frye, a Partnership including a Professional Corporation, with offices at 505 Marquette Avenue, Albuquerque, New Mexico, 87102.

**BE IT FURTHER RESOLVED**, That this minute shall become effective after approval by the U.S. Department of Housing and Urban Development and after copies of this Minute are mailed to each member of the Association under a Certificate of Mailing. A copy of this minute shall be provided to each new purchaser of property in Bassett Farms and a signed receipt therefore shall be obtained from each purchaser.

**IN WITNESS WHEREOF**, I, William M. Turner, Trustee of the Bassett Farms Domestic Water Users and Homeowners Association, do hereunto set my hand this 11th day of April, 1991.

By: [Signature] 4/11/91  
William M. Turner, Trustee Date

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

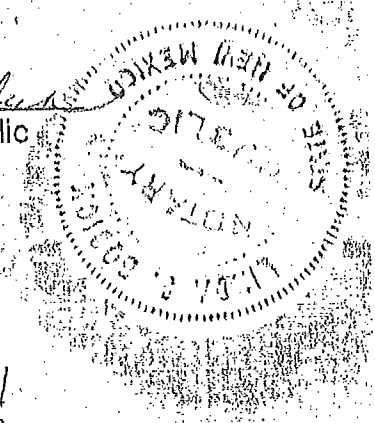
Subscribed and sworn to before me this 11th day of April, 1991 by William M. Turner, who is personally known to me to be the Trustee of the Bassett Farms Domestic Water Users and Homeowners Association.

[Signature]  
Notary Public

My Commission Expires: 3/13/94  
(SEAL)

APPROVED:  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Lawrence C. McPherson April 12, 1991  
Subdivision Appraiser Date



717906

**ATTORNEY/CLIENT SERVICES AGREEMENT**

**BY**

**AND**

**BETWEEN**

**NORDHAUS, HALTOM, TAYLOR, TARADASH & FRYE**

**AND**

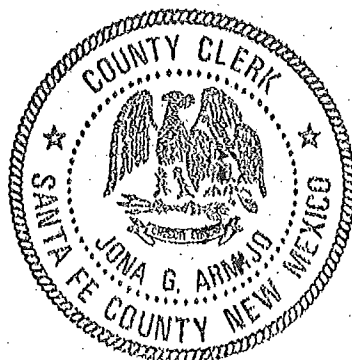
**BASSETT FARMS DOMESTIC WATER USERS AND  
HOMEOWNERS ASSOCIATION**

**April 11, 1991**

ATTORNEY/CLIENT SERVICES AGREEMENT  
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717907

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734 463  
COUNTY OF SANTA FE )SS  
STATE OF NEW MEXICO )  
I hereby certify that this instrument was filed  
for record on the 18 day of Apr A.D.  
19 91, at 8:32 o'clock a.m.  
and was duly recorded in book 717  
page 904-914 of the records of  
Santa Fe County.

Witness my Hand and Seal of Office  
Jona G. Armillo  
County Clerk, Santa Fe County, N.M.

Marcella Ruiz  
Deputy

NORDHAUS, HALTOM, TAYLOR, TARADASH & FRYE  
500 Marquette Avenue, N.W.  
Suite 1050  
Albuquerque, NM 87102  
(505) 243-4275

## ATTORNEY/CLIENT SERVICES AGREEMENT

### I. PARTIES/DATE.

This Agreement is entered into on the dates executed by and between Nordhaus, Haltom, Taylor, Taradash & Frye, (hereinafter referred to as "the Firm") and Bassett Farms Domestic Water Users and Homeowners Association, (hereinafter referred to as "Client").

### II. EFFECTIVE DATE.

This Agreement shall become effective upon execution.

### III. TERM.

This Agreement shall be effective for the duration of the litigation referred to in Section IV hereof. In the event that the Firm is representing the Client in a matter upon the termination of this Agreement, and that matter requires further time and attention of the Firm on behalf of the Client, this Agreement shall automatically extend until the matter concerned is resolved or a written extension of this Agreement or a new agreement is executed by both parties hereto.

### IV. SCOPE OF SERVICES.

Subject to the terms and conditions hereinafter outlined, Client hereby retains the service of the Firm to represent Client in the following matters:

Enforcing compliance with restrictive covenants for the Bassett Farm Subdivision in Santa Fe County, New Mexico, and other matters that the Association directs.

By the terms of this Agreement, Client empowers the Firm to perform any and all tasks necessary to effectively represent Client in the aforementioned matters.

**V. CLIENT RESPONSIBILITIES.**

Client agrees to cooperate with the Firm in every way possible and necessary for the Firm to effectively represent the Client in all matters. Client agrees to keep the Firm informed of any and all relevant developments, to abide by the terms of this Agreement, and to pay the Firm invoices on time.

**VI. LEGAL FEES.**

Client agrees to pay the Firm on an hourly rate basis as outlined below for the services rendered by the Firm on behalf of the Client. In addition to the hourly rates outlined below, the Client agrees to pay all costs, expenses and applicable gross receipts taxes. Client understands that Client will be billed for all time spent by members or employees of the Firm on the Client's behalf including, but not limited to, time spent researching and drafting, time spent in telephone conversations with Client and/or opposing counsel, time spent in conference between members and employees of the Firm on the Client's behalf, time spent in attending meetings, court hearings or other proceedings on behalf of the Client, and all time spent waiting or travelling on behalf of the Client.

**HOURLY RATE SCHEDULE**

Partners - \$130.00

Associates - (with 5 years or more experience) \$100.00

Associates - (with less than 5 years experience) \$85.00

Law Clerk/Paralegal - \$55.00

## VII. RETAINER.

No retainer will be required under this Agreement.

## VIII. COSTS/CHARGES.

A. General Expenses.

Client acknowledges that the Firm will incur various costs and expenses in performing legal services contemplated by this Agreement. Client agrees to pay for those costs and expenses in addition to the hourly fees associated with representation of the Client. These costs and expenses include, but are not limited to, fees fixed by law or assessed by public agencies, long-distance telephone calls, messenger and other delivery services, postage, parking, local and out-of-town travel expenses, photocopying, other reproduction costs, clerical staff overtime, word processing and computer charges, and all other incidental costs and expenses incurred by the Firm in representation of the Client. Clerical staff overtime will be charged at 1.5 times the base hourly rate or at the rates required by applicable law, whichever is greater. In-office photocopying and automobile mileage of an employee, associate, or partner of the firm shall be charged at the prevailing rates at the time the service is rendered.

B. Out-of-Town Travel.

Client agrees to pay for all costs and expenses associated with transportation, meals, lodging and other necessary items incurred by Firm personnel in travelling on behalf of the Client. Client understands that Client will also be charged the normal hourly rates for the time legal personnel spend travelling on behalf of client.

C. Consultants.

In the event that it is necessary, in the best judgment of the Firm, to retain the services of other professionals, witnesses, consultants, or investigators, Client agrees to retain such services and to pay for all costs and fees associated with retention and receipt of services from such individuals.

IX. **BILLING/PAYMENT PROCEDURE.**

Client shall be billed on a monthly basis for all services rendered by the Firm. All invoices shall be accompanied by an itemized statement of services performed by the Firm on behalf of the Client. In the event that the Firm does not receive payment within 30 days of the date of invoice, Client shall be charged an additional 1.5% per month for any and all outstanding balances, accruing from the date of the first unpaid invoice.

X. **DISCHARGE AND WITHDRAWAL.**

The attorney-client relationship established by this Agreement may be terminated as follows:

a. Client may terminate employment of the Firm for cause if the Firm fails to diligently comply with the Firm's obligations under and pursuant to this Agreement, by notifying the Firm in writing of such termination. In the event of such termination the Client shall pay the Firm for all the Firm's fees on an hourly basis as provided for in Section VI and for the fees of other consultants and all miscellaneous costs, expenses and charges as provided for in Section VIII. Thereafter, the Firm shall not be entitled to further compensation.

b. Client may terminate the employment of the Firm without cause by notifying the Firm in writing of such termination. In the event of such termination, Client agrees to pay the Firm for all fees that the Firm would have been entitled to receive if this Agreement had not been terminated without cause. Client also agrees to pay the fees for consultants and all other expenses incurred by the Firm in connection with representation of the Client as provided for in Section VIII.

c. The Firm may terminate this Agreement if the Client fails to comply with the Client responsibilities as enumerated in Section V, by notifying Client in writing of such termination. The Firm may also terminate this Agreement if a fact or circumstance arises that would render the Firm's continued representation unlawful or unethical. In the event of such termination, Client shall pay the Firm for all fees earned by the Firm up to the time of such termination and pay the Firm for all fees of consultants and miscellaneous expenses incurred by the Firm up to the time of such termination as provided for in Section VIII.

#### XI. LIEN.

The Firm shall have a lien on all of Client's files, records and work product in possession of the Firm and on any cause of action, judgment, and/or proceeds from any matter related to this Agreement to secure payment of all Client's obligations under and pursuant to this Agreement.

#### XII. DISCLAIMER.

Nothing in this Agreement nor any verbal conversation between Firm or its staff and Client shall be construed as a promise or guarantee of the outcome of the matters that are subject of this Agreement. No member of the Firm is empowered to make any such guarantees. Any comments about the outcome of the matters that are subject of this Agreement made by any member of the Firm are expressions of opinion only.

### XIII. NOTICE.

717913

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail, return receipt requested, to the respective addresses of each party as set forth below:

**The Firm:**

NORDHAUS, HALTOM, TAYLOR,  
TARADASH & FRYE  
500 Marquette Ave., N.W.  
Suite 1050  
Albuquerque, NM 87102

**The Client:**

BASSETT FARMS DOMESTIC WATERS  
AND HOMEOWNERS ASSOCIATION  
610 Gold Ave., S.W.  
Albuquerque, NM 87102

### XIV. JURISDICTION.

This Agreement shall be governed by, construed and enforced in accordance with the provisions of the laws of the State of New Mexico.

### XV. HEADINGS.

The titles to the Sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

### XVI. SEVERABILITY.

In the event that any provision contained within this Agreement is deemed by a court of competent jurisdiction to be in violation of law, such provision shall be stricken from this Agreement. Removal of such violative clause shall have no effect on the validity or enforceability of the balance of this Agreement.

### XVII. MODIFICATION.

717914

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing and signed by each party or an authorized representative of each party.

#### XVIII. ENTIRE UNDERSTANDING

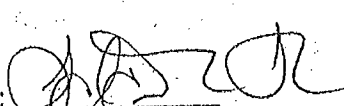
This Agreement constitutes the entire understanding between the Firm and the Client and any prior understanding or representations of any kind shall not be binding on either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF each party to this Agreement has caused it to be executed on this date.

The Firm:

NORDHAUS, HALTOM, TAYLOR,  
TARADASH & FRYE

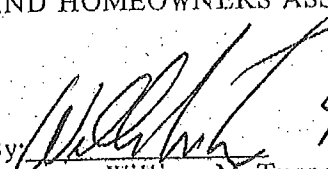
By:

  
Lester K. Taylor

The Client:

BASSETT FARM DOMESTIC WATERS  
AND HOMEOWNERS ASSOCIATION

By:

 4/11/91  
William M. Turner, Trustee

**AMENDMENT TO AGREEMENT FOR MAINTENANCE OF ROADS IN THE  
BASSETT FARMS SUBDIVISION**

713616

**KNOW ALL MEN BY THESE PRESENTS, That**

**WHEREAS,** Manzano Resources (hereinafter "Manzano") and the Bassett Farms Domestic Water Users and Homeowners Association (hereinafter "Association") executed an Agreement for the Maintenance of Roads in the Bassett Farms Subdivision on February 8, 1989 in accordance with a requirement of the U.S. Farmers Home Administration that a road maintenance trust fund be established to qualify for a waiver of 7 C.F.R. 1924-117(c), and pursuant to Minutes duly passed and entered into their respective Minute Books, and

**WHEREAS,** said Agreement was reviewed and approved by the Office of General Counsel of the U.S. Department of Agriculture, and

**WHEREAS,** said Agreement was filed of record in the records of Santa Fe County, New Mexico on February 15, 1989 in Book 639 at Pages 392 through 396 inclusive, and

**WHEREAS,** the aforesaid Agreement required the deposit of \$15,000 in the trust fund as a guaranty for maintenance of the roads in Phase I of the Bassett Farms Subdivision, and

**WHEREAS,** the Santa Fe County Commission approved the phasing of the remaining land in the Bassett Farms Subdivision, and

**WHEREAS,** Manzano has completed the infrastructural development of Phase II of the Bassett Farms Subdivision including the roads, and

**WHEREAS,** the roads have passed the inspection of Santa Fe County and the plat of Phase II has been filed of record, and

**WHEREAS,** Manzano has requested a further waiver from the requirements of 7 C.F.R. 1924.117(c) for Phase II of its subdivision, and

**WHEREAS,** the U.S. Farmers Home Administration has granted a waiver contingent upon the deposit of a further \$12,250 into the road maintenance trust fund, and

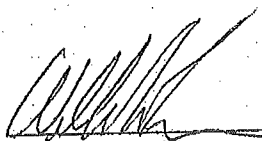
**WHEREAS,** Manzano has deposited \$12,250 into the road maintenance trust fund,

**NOW THEREFORE,** Manzano and the Association agree to extend the provision of the original Agreement to Phase II of the Bassett Farms Subdivision.

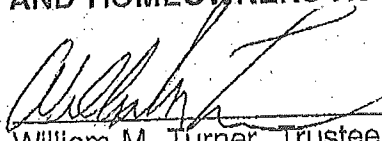
**IN WITNESS WHEREOF,** the Trustee(s) of Manzano and the Association, have hereunto set their hand this 26th day of March, 1991.

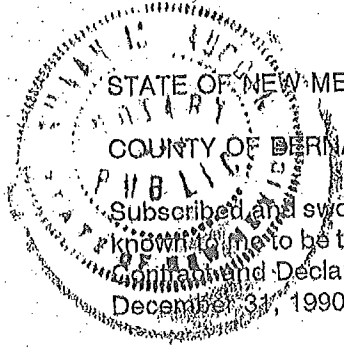
713617

## MANZANO RESOURCES

  
 William M. Turner, Trustee

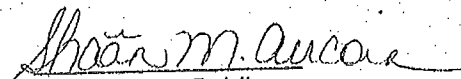
BASSETT FARMS DOMESTIC WATER USERS  
AND HOMEOWNERS ASSOCIATION

  
 William M. Turner, Trustee

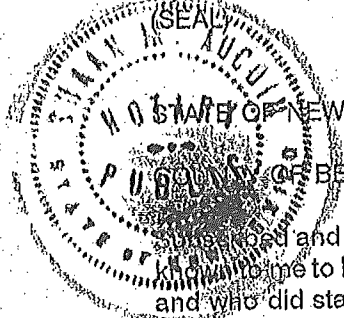


STATE OF NEW MEXICO )  
 ) ss.  
 COUNTY OF BERNALILLO )

Subscribed and sworn to before me this 26th day of March, 1991 by William M. Turner, who is personally known to me to be the Trustee of Manzano Resources who did state that said action is authorized by the Contract and Declaration of Trust of Manzano Resources and by a Minute of the Trust duly passed on December 31, 1990, and entered into the Minute Book thereof.

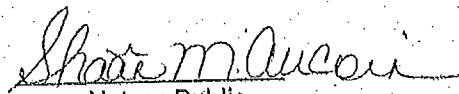
  
 Notary Public

My Commission Expires: 1-22-92



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

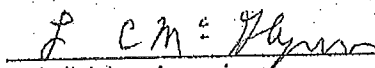
Subscribed and sworn to before me this 26th day of March, 1991 by William M. Turner, who is personally known to me to be the Trustee of the Bassett Farms Domestic Water Users and Homeowners Association and who did state that said action is authorized by the Contract and Declaration of Trust of the Bassett Farms Domestic Water Users and Homeowners Association which was approved by Regional Counsel of the U.S. Department of Housing and Urban Development and by a Minute of the Trust duly passed on January 10, 1991 and approved by the U.S. Department of Housing and Urban Development and duly filed of record and entered into the Minute Book thereof.

  
 Notary Public

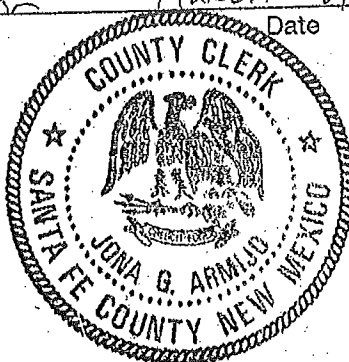
My Commission Expires: 1-22-92  
 (SEAL)

APPROVED:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

  
 Subdivision Appraiser

March 26, 1991  
 Date



732,597  
 COUNTY OF SANTA FE )  
 STATE OF NEW MEXICO ) ss.  
 I hereby certify that this instrument was filed  
 for record on the 27 day of March A.D.  
 19 91 at 1:17 o'clock P m.  
 and was duly recorded in book 713  
 page 666-667 of the records of  
 Santa Fe County.

Witness my Hand and Seal of Office  
 Jona G. Armijo  
 County Clerk, Santa Fe County, N.M.

  
 Deputy

713618

## MINUTES

OF

THE BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS  
ASSOCIATION

BE IT RESOLVED, By the Trustee of the Bassett Farms Domestic Water Users and Homeowners Association to amend the Agreement for Maintenance of Roads in the Bassett Farms Subdivision which was executed by Manzano Resources and the Bassett Farms Domestic Water Users and Homeowners Association on February 8, 1989 and which was filed of record on February 15, 1989 in the records of Santa Fe County, New Mexico in Book 639 at Pages 392 through 396 inclusive by extending the Agreement to cover the roads in Phase II of the Bassett Farms Subdivision provided Manzano Resources contributes an additional \$12,250.00 to the Bassett Farms Road Maintenance Trust Fund.

BE IT ALSO RESOLVED, That the Trustee, is authorized to act as the Exchangor of the Bassett Farms Road Maintenance Trust Fund pursuant to a written Contract and Declaration of Trust as of February 8, 1989, *nunc pro tunc*, wherein the Bassett Farms Domestic Water Users and Homeowners Association will Exchange One Dollar (\$1.00) for 100 Trust Certificate Units of the Road Maintenance Trust and will formalize the Road Maintenance Trust Fund and establish itself as the legal and equitable beneficiary of the Fund for as long as the roads are not maintained by a public entity, the Trust Fund to be managed by an adverse Trustee in a discretionary manner and the terms and conditions of the Contract and Declaration of Trust shall be as approved by this Minute.

By William M. Turner 1/10/91  
William M. Turner, Trustee Date

732598 COUNTY OF SANTA FE )  
STATE OF NEW MEXICO )  
I hereby certify that this instrument was filed  
for record on the 27 day of March A.D.  
19 91, at 2:18 o'clock P.m.  
and was duly recorded in book 713,  
page 618 of the records of Santa Fe County.

Witness my Hand and Seal of Office  
Jona G. Armijo  
County Clerk, Santa Fe County, N.M.

Veronica Clayton  
Deputy

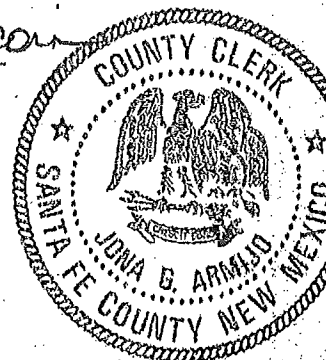
Subscribed and sworn to before me this 10th day of January, 1991 by William M. Turner, who is personally known to me to be the Trustee of the Bassett Farms Domestic Water Users and Homeowners Association.

Sharon M. Aucoin  
Notary Public

My Commission Expires: 1-22-92  
(SEAL)

APPROVED:  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

L C M. Johnson March 26, 1991  
Subdivision Appraiser Date

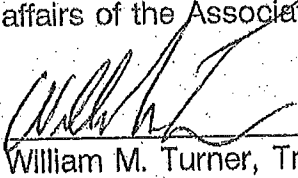


**MINUTES**  
**OF**  
**BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS**  
**ASSOCIATION**

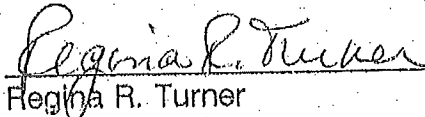
BE IT RESOLVED, By the Trustee of the Bassett Farms Domestic Water Users and Homeowners Association that:

WHEREAS, the Trustee, William M. Turner, being a registered professional geologist, a certified ground-water professional and an expert in ground-water exploration and water well drilling technology with extensive experience in the Middle East, has offered his services to the U.S. Army Corps of Engineers in support of Operation Desert Storm,

NOW THEREFORE, the Trustee hereby names Regina R. Turner a Trustee of the Bassett Farms Domestic Water Users and Homeowners Association with full authority to administer the affairs of the Association pursuant to the Contract and Declaration of Trust and she shall have full authority to sign any and all documents which relate to the affairs of the Association. By her signature hereto she accepts the duties of Trustee.

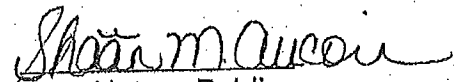
  
\_\_\_\_\_  
William M. Turner, Trustee                      1/24/91  
Date

ACCEPTED:

  
\_\_\_\_\_  
Regina R. Turner                      1-24-91  
Date

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

Subscribed and sworn to before me this 24th day of January, 1991 by William M. Turner, who is personally known to me to be the Trustee of the Bassett Farms Domestic Water Users and Homeowners Association, and by Regina R. Turner.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 1-22-92  
(SEAL)

**OF**

My Commission Expires: 1-22-92  
(SEAL)

**MINUTES**  
**OF THE**  
**BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION**

**BE IT RESOLVED** By the Trustee(s) of the Bassett Farms Domestic Water Users and Homeowners Association (hereinafter the "Association") that

**WHEREAS,** The Declaration of Conditions, Covenants, and Restrictions for Bassett Farms (hereinafter "Declaration") which were filed of record on the 7th day of November, 1986, in Book 565 at Pages 380 through 391 inclusive or the records of Santa Fe County, New Mexico, and

**WHEREAS,** Section 5 of the aforesaid Declaration creates a lien and personal obligation of assessment together with interest, costs, and reasonable attorney's fees, and shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, and

**WHEREAS,** the maximum annual assessment is presently Fifty Dollars (\$50.00) per lot, and

**WHEREAS,** the due date of the assessment has been set at February 28, 1991 pursuant to the request of lot Owners at the summer 1990 meeting of the Association, and

**WHEREAS,** any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twelve percent (12%) per annum, and

**WHEREAS,** the Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property and no Owner may waive or otherwise escape liability for the assessment provided herein...", and

**WHEREAS,** as the number of lot Owners increases, the administrative effort required to collect the annual assessments has increased and will continue to increase as the number of homeowners in Bassett Farms grows, and

**WHEREAS,** the collection of assessments and the administration of the Association can be greatly facilitated by contracting with a reputable debt collection service,

**NOW THEREFORE,** The Trustee(s) of the Association authorize the Trustee(s) to enter into an Agreement with The Credit Bureau, Incorporated of Georgia, doing Business as Equifax Accounts Receivable Services (hereinafter "CBI") for the purpose of collecting

delinquent assessments. Only lot Owners who have not paid their assessment in full by the due date or during the 30-day grace period following the due date or lot Owners who have not made arrangements to pay their annual assessment or who, after having made arrangements to pay their annual assessment, fail to maintain the schedule of their payments will be turned over to CBI for collection action. The collection cost will be equal to the annual assessment divided by 0.6 and is presently \$43.33 in addition to the \$50 annual assessment plus interest, as authorized by the Declaration. If legal action is required, the collection cost equal to the annual assessment divided by 0.5 and is presently \$50 plus reasonable attorneys fees and other costs in addition to the \$50 annual assessment plus interest as, authorized by the Declaration. If the annual assessments increase, the collection costs will also increase according to the formula hereinabove set forth.

**BE IT FURTHER RESOLVED**, That this minute shall become effective after approval by the U.S. Department of Housing and Urban Development and after copies of this Minute are mailed to each member of the Association under a Certificate of Mailing. A copy of this minute shall be provided to each new purchaser of property in Bassett Farms and a signed receipt therefore shall be obtained from each purchaser.

**IN WITNESS WHEREOF**, I, William M. Turner, Trustee of the Bassett Farms Domestic Water Users and Homeowners Association, do hereunto set my hand this 19th day of March, 1991.

By: [Signature] 3/19/91  
William M. Turner, Trustee Date

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

Subscribed and sworn to before me this 19th day of March, 1991 by William M. Turner, who is personally known to me to be the Trustee of the Bassett Farms Domestic Water Users and Homeowners Association.

[Signature]  
Notary Public

My Commission Expires: 1-22-92  
(SEAL)

APPROVED:  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Lawrence C. McPherson March 20, 1991  
Subdivision Appraiser

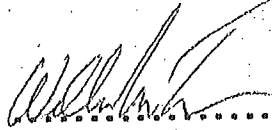
DATE JAN 2, 1990

MINUTES

OF THE

BASSET FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

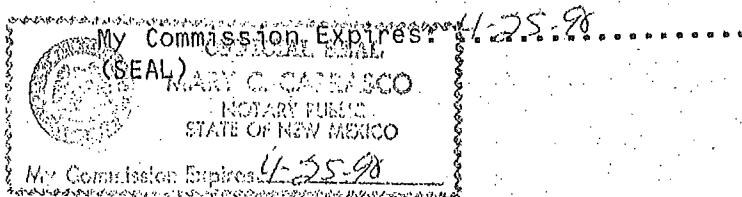
BE IT RESOLVED By the Trustee of the Bassett Farms Domestic Water Users and Homeowners Association to enter into an Agreement with Multimedia Development Corporation, a New Mexico Corporation whereby Multimedia Development Corporation, doing-business-as Sierra Cablevision, is granted access to the common property and easements of the Bassett Farms Subdivision the care and maintenance of which are the responsibility of the Association for the purpose of installing and operating a cable television service to the residents of the subdivision. In return for said Agreement, Multimedia Development Corporation will pay to the Association the sum of Fifty Dollars (\$50) per year payable upon signature of the Agreement and on January 2nd of each year thereafter for the primary term of Ten (10) years. The Agreement is made a part of this minute by reference.

  
..... 11/1/89  
William M. Turner, Trustee

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

Subscribed and sworn to before me this 1st day of November, 1989 by William M. Turner who is known to me and who does swear and affirm that said action is within his powers as Trustee of the Association.

  
.....  
Notary Public



MINUTES

689390

OF THE

BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

BE IT RESOLVED by the Trustee of the Bassett Farms Domestic Water Users and Homeowners Association that the Association may open money market accounts, cash management accounts, buy, sell, trade or deal in stocks, bonds, and securities of every kind (including short sales), of every kind and contracts for the sole purpose of seeking the highest reasonable rate of return on its capital with Charles Schwab Company. No purchases of commodities shall be allowed.

The authorized signatory on the account shall be Sandra L. Robbins who shall act in the capacity of a fiduciary and trustee and who by her signature below agrees to do so.

Furthermore, the signatory on the account is authorized hereby to honor all Authorizations to Pay issued by the U.S. Farmers Home Administration for road maintenance work performed by a licensed roads contractor on roads at Bassett Farms Subdivision.

*Sandra L. Robbins* 2/13/89  
.....  
Sandra L. Robbins Date

BASSETT FARMS DOMESTIC WATER USERS AND  
HOMEOWNERS ASSOCIATION

*William M. Turner* 2/13/89  
.....  
William M. Turner, Trustee Date

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

Signed in my presence by William M. Turner, known to me to be the sole Trustee of Bassett Farms Domestic Water Users and Homeowners Association, who did swear, affirm and acknowledge that this instrument was executed pursuant to the Contract and Declaration of Trust of Bassett Farms Domestic Water Users and Homeowners Association. In witness whereof, I have hereunto set my hand and official seal this 13th day of February, 1989.

*Anthony M. Lipira*  
.....  
Notary Public



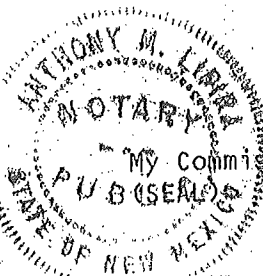
19 OCT 90

639391

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

Subscribed and sworn to before me this 13th day of February, 1989 by Sandra L. Robbins who is known to me.

*Anthony M. Lipp*  
.....  
Notary Public



My Commission Expires: 19 OCT 98

APPROVED:  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

*Donald Lopez*  
.....  
CHIEF, HOUSING DEVELOPMENT BRANCH



670,907  
COUNTY OF SANTA FE ) ss  
STATE OF NEW MEXICO )  
I hereby certify that this instrument was filed  
for record on the 15 day of FEB A.D.  
19 89 at 2:47 o'clock P. m.  
and was duly recorded in book 639  
page 390-391 of the records of  
Santa Fe County.

Witness my Hand and Seal of Office  
Jona G. Armijo  
County Clerk, Santa Fe County, N.M.

*Elita Ortiz*

Deputy



AGREEMENT FOR MAINTENANCE OF ROADS IN  
BASSETT FARMS SUBDIVISION

THIS AGREEMENT is made and entered into as of the 7th day of February, 1989, by and between the BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION (the "Association"), MANZANO RESOURCES, a Trust formed under the law of the United States of America and the State of New Mexico ("Manzano"), with reference to the following facts:

- A. Manzano owns certain real property in Santa Fe County, New Mexico, which it is developing into a residential subdivision known as Bassett Farms Subdivision (aka Country Meadow Estates)
- B. A plat of the Subdivision has been approved by the County and filed of record in Book 158 at Pages 10-11 of the records of Santa Fe County on October 10, 1985 and roads, as shown on the plat for the Subdivision, have been dedicated for public use pursuant to Section 47-6-5, NMSA 1978.
- C. Roads in the Subdivision have been constructed by Manzano in full conformance with the requirements of the County's subdivision regulations.
- D. The County does not have the resources necessary to maintain the roads within the Subdivision and has after deliberation denied acceptance of the roads at their November 11, 1988 Board of Commissioners meeting.
- E. Buyers of homes in the Subdivision will be unable to obtain certain federally-subsidized mortgage loans under the Section 502 Program operated by Farmers Home Administration (FmHA) unless the roads are adequately maintained without undue financial burden on low-income homeowners.
- F. The Santa Fe Road Advisory Committee has endorsed the concept of an endowment created by the developer of an affordable housing subdivision to offset the costs of maintaining subdivision roads.
- G. FmHA has determined that the terms of this Agreement satisfy the waiver requirements of 7 C.F.R. 1924.117(c).
- H. The Association is willing to accept responsibility for maintenance of the roads in the Subdivision on the terms and conditions set forth below.
- I. The Association has in force a contract for the maintenance of roads within the subdivision with a local licensed contractor which contract has been approved by the U.S. Department of Housing and Urban Development and has been filed of record.
- J. FmHA has been granted standing by a duly passed Minute of the Association to enforce road maintenance such that the federal property interest may be protected which Minute has been approved by the U.S. Department of Housing and Urban Development and filed of record.

IT IS THEREFORE AGREED as follows:

1. The Association recognizes its maintenance responsibility for all roads in the Bassett Farms Subdivision.
2. The Association shall place under the fiduciary control of Sandra L. Robbins, accountant for the Bassett Farms Domestic Water Users and Homeowners Association, a \$15,000 endowment for the perpetual care of approximately 0.6 miles of the roads within the Subdivision provided the Association fails in its responsibilities. The fiduciary shall have instructions that interest therefrom shall inure to the Association Road Budget.
3. By irrevocable minute, the Trust shall grant FmHA the right to contract for road maintenance and to have its contractors seek payment directly from the the Trustee in the event the Association is not fulfilling its obligations.
4. The Trust shall be irrevocable unless:
  - a) The County or another public body undertakes maintenance of the roads in the Subdivision as part of its regular public road maintenance program.
  - b) A special assessment district or other similar entity is formed and undertakes responsibility for maintenance of the roads in the Subdivision.
  - c) The community of Edgewood incorporates and Edgewood takes over responsibility for maintenance of the Subdivision roads.
  - d) By operation of any other law or statute which would require and public body to accept the roads for maintenance.
  - e) There are no longer any homes in Bassett Farms subdivision subject to this agreement which are security for FmHA mortgages.
5. The irrevocability of this Agreement, subject to the limitations in paragraph 4, has been recognized by the Association and by Manzano Resources pursuant to Minutes passed by their Trustees. No other written acknowledgement of irrevocability is necessary.
6. The Trust shall direct the Trustee, to continually reinvest the principal and any accrued interest as long as there shall be homes in Bassett Farms Subdivision subject to FmHA financing.
7. The Association shall contract with a licensed roads contractor in the Edgewood, New Mexico area to maintain the Subdivision roads to County standards. The contract shall state that the contractor will provide all equipment, fuel, other supplies, and labor to maintain the roads, thereby alleviating any need for the Association to furnish its own equipment, operating supplies or salaried manpower.

8. Manzano agrees to achieve a mix of buyers such that the Bassett Farms does not contain only FmHA Section 502 buyers so as to build diversity into the community and to spread the economic base within the subdivision to more adequately insure adequate road maintenance.
9. The terms and conditions of this Agreement shall be disclosed in writing to all persons who have purchased, or contracted to purchase, a lot in the Subdivision, and to all future prospective purchasers of unsold lots.
10. If FmHA should be required to take action to enforce the terms of this Agreement, and if it shall prevail, FmHA will be entitled to recover its costs, including attorney fees and court costs from the escrowed funds.
11. Manzano shall be granted investment advisory authority to direct the escrowed funds into high yielding investments which shall inure to the benefit of the fund.
12. In the event, the requirement for the guarantee is removed pursuant to paragraph 4 above, the Association agrees to assign the account containing the escrowed funds back to Manzano Resources or its successors or assigns.
13. Any changes or amendments to this agreement shall be agreed to in writing by the parties hereto and the U.S. Farmers Home Administration.
14. This Agreement shall be void and of no further effect if any act required of the Association under this Agreement is declared by a court of competent jurisdiction to be illegal.

MANZANO RESOURCES

*William M. Turner*  
 .....  
 William M. Turner, Trustee

BASSETT FARMS DOMESTIC WATER USERS  
AND HOMEOWNERS ASSOCIATION

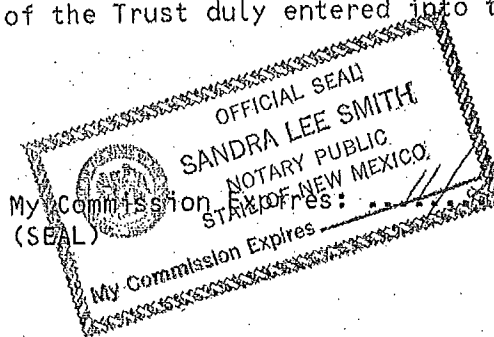
*William M. Turner*  
 .....  
 William M. Turner, Trustee

STATE OF NEW MEXICO )

) ss.

COUNTY OF BERNALILLO )

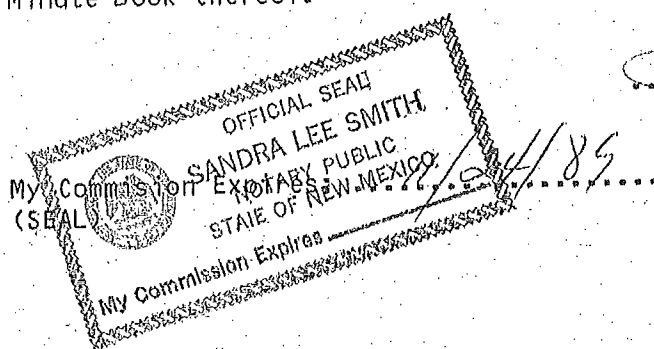
Sworn and subscribed before me this 8th day of February, 1989 by William M. Turner, known to me to be the Trustee of Manzano Resources who did state that said action is authorized the Contract and Declaration of Trust and by a Minute of the Trust duly entered into the Minute Book thereof.



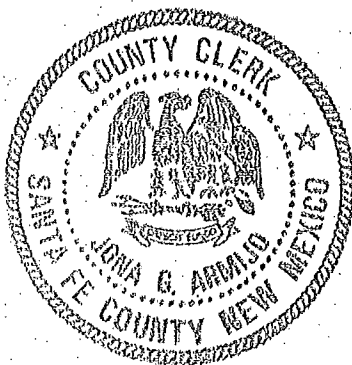
*Sandra L. Smith*  
 .....  
 Notary Public

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 8th day of February, 1989 by William M. Turner, on behalf of the Bassett Farms Domestic Water Users and Homeowners Association, who is known by me to be the Trustee of said Association and who did state that said action is authorized by the Bassett Farms Domestic Water Users and Homeowners Association Contract and Declaration of Trust and by a Minute of the Association duly approved by the U.S. Department of Housing and Urban Development and duly filed of record and entered into the Minute Book thereof.



*Jane L. Smith*  
Notary Public



6701908  
COUNTY OF SANTA FE  
STATE OF NEW MEXICO  
I hereby certify that this instrument was filed  
for record on the 15 day of Feb A.D.  
19 89 at 2:18 o'clock P m.  
and was duly recorded in book 659,  
page 392-396 of the records of  
Santa Fe County.

Witness my Hand and Seal of Office  
 Jona G. Arriaga  
 County Clerk, Santa Fe County, N.M.

Deputy

OFFICE OF  
SANTA FE COUNTY CLERK  
SANTA FE, NEW MEXICO

Check ☒ 81643 No 28570

Cash ☐

Santa Fe, N.M., 1-11, 19 89

Received of Manzano Resources \$ 7.00

For Severance pay  
Resolution 668, 395

843-7305  
10:35

JONA G. ARMIJO County Clerk

By Virginia Montoya  
Deputy

## BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

## RESOLUTION NO. 88-1

## A RESOLUTION RESOLVING TO REQUEST COUNTY ROAD MAINTENANCE IN THE BASSETT FARMS SUBDIVISION

BE IT RESOLVED By a quorum of the members present at the meeting of the Bassett Farms Domestic Water Users and Homeowners Association at a meeting called pursuant to the By-Laws of the Association; That,

WHEREAS, the Board of County Commissioners for Santa Fe County formally recognized the Edgewood Traditional Community Zone upon approval of the Santa Fe County General Plan approved October 28, 1980; and,

WHEREAS, Traditional Community Zones allow higher density development which density will adequately support county or community services within the zones; and,

WHEREAS, Bassett Farms Subdivision is situated within the Edgewood Traditional Community Zone; and,

WHEREAS, the Bassett Farms Domestic Water Users and Homeowners Association is a legally constituted homeowners association of private law within the meaning of 26 USC 528 of the Internal Revenue Code of 1986 as amended and supplemented; and

WHEREAS, the Association has been approved by the U.S. Department of Housing and Urban Development and its instrument of creation and by-laws have been filed of record in Book 582, Pages 881-903 of the records of Santa Fe County on June 1, 1987; and

WHEREAS, the developer of Bassett Farms Subdivision has had the roads of the subdivision approved by Santa Fe County prior to recordation of the plats thereof; and

WHEREAS, the Association had its roads inspected on August 26, 1988 by the County Department of Public Works and which roads were found to be in good conditioned and well maintained; and

WHEREAS, the Association has in force a contract for road maintenance, snow removal and weed control with the E.C. Bassett Construction Company of Edgewood, New Mexico which contract has been approved by the Association and the U.S. Department of Housing and Urban Development and which documents have been filed of record in Book 623, Pages 531-535 of the records of Santa Fe County on September 1, 1988; and

WHEREAS, the County has been assured by its insurance carrier that to include the roads within the Bassett Farms Subdivision will not result in an increase in the insurance premiums paid by the County; and,

WHEREAS, small children who reside in the Bassett Farms Subdivision and who attend the Edgewood Elementary School may be dropped off at a distance of up to one mile from their homes by school buses; and,

636631

WHEREAS, emergency fire, medical and police protection may be impaired by the lack of adequate access to the subdivision during periods of inclement weather; and,

WHEREAS, the roads within the Bassett Farms Subdivision are connector roads which connect Aspin Road and Key Place with County Routes 9 and 11 and as such experience general traffic as well as traffic from residents of Bassett Farms Subdivision; and,

WHEREAS, County Road 11 has been extended into the Bassett Farms subdivision by a contractor who is repaving part of Interstate-40 and who uses the road on a continuous basis as though it were a public highway; and,

WHEREAS, One Hundred Percent (100%) of the owners of land contiguous to and through which the roads of Bassett Farms pass, have pursuant to authority granted in Section 67-5-20 (NMSA 1978, 1986 recomp.) petitioned the Board of County Commissioners to declare the roads in Bassett Farms as public highways and to maintain said roads; and,

WHEREAS, the Association has filed an Application for the Exchange of Roads for Maintenance, whereby approximately two (2) miles of County Road 14 which has not been used by the public or maintained by Santa Fe County since before World War II would be dropped from the certification of county roads required by Section 67-3-28.3 (NMSA 1978, 1986 recomp) and exchanged for approximately two (2) miles of roads within Bassett Farms Subdivision,

NOW THEREFORE, BE IT HEREBY RESOLVED That:

We, the members of the Bassett Farms Domestic Water Users and Homeowners Association do hereby request that the roads within the Bassett Farms Subdivision are and be dedicated for public use pursuant to Section 47-6-5, (NMSA 1978, 1986 recomp.) and be accepted by the Board of County Commissioners and request that the roads also be accepted by the Board of County Commissioners for maintenance pursuant to Section 47-6-5 (NMSA 1978, 1986 recomp.) and that the Association be also permitted to assist in the maintenance on the Bassett Farms Roads if, in the opinion of the members of the Association, such additional maintenance is necessary for the public welfare and safety, through a supplemental contract with the County approved contractor in Edgewood.

PASSED, APPROVED, AND ADOPTED THIS 8TH DAY OF OCTOBER 1988 AS RESOLUTION NO. 88-1

BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

*William M. Turner*  
WILLIAM M. TURNER, TRUSTEE

WITNESS MY HAND AND SEAL THIS 11th DAY OF JANUARY 1989

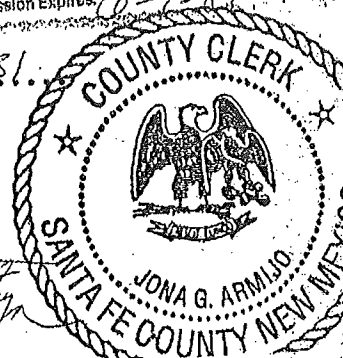
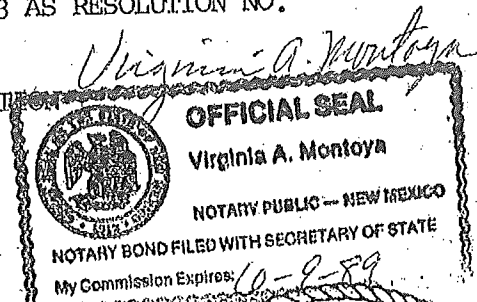
This Resolution was received in the Records of Santa Fe County on January 11th 1989 in Book Number 636., Pages 630. through 631. inclusive.

668-395 10:35 AM

JONA G. ARMILLO

County Clerk

By: *Virginia A. Montoya*  
Deputy



## BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

## RESOLUTION NO. 88-1

## A RESOLUTION RESOLVING TO REQUEST COUNTY ROAD MAINTENANCE IN THE BASSETT FARMS SUBDIVISION

BE IT RESOLVED By a quorum of the members present at the meeting of the Bassett Farms Domestic Water Users and Homeowners Association at a meeting called pursuant to the By-Laws of the Association; That,

WHEREAS, the Board of County Commissioners for Santa Fe County formally recognized the Edgewood Traditional Community Zone upon approval of the Santa Fe County General Plan approved October 28, 1980; and,

WHEREAS, Traditional Community Zones allow higher density development which density will adequately support county or community services within the zones; and,

WHEREAS, Bassett Farms Subdivision is situated within the Edgewood Traditional Community Zone; and,

WHEREAS, the Bassett Farms Domestic Water Users and Homeowners Association is a legally constituted homeowners association of private law within the meaning of 26 USC 528 of the Internal Revenue Code of 1986 as amended and supplemented; and

WHEREAS, the Association has been approved by the U.S. Department of Housing and Urban Development and its instrument of creation and by-laws have been filed of record in Book 582, Pages 881-903 of the records of Santa Fe County on June 1, 1987; and

WHEREAS, the developer of Bassett Farms Subdivision has had the roads of the subdivision approved by Santa Fe County prior to recordation of the plats thereof; and

WHEREAS, the Association had its roads inspected on August 26, 1988 by the County Department of Public Works and which roads were found to be in good conditioned and well maintained; and

WHEREAS, the Association has in force a contract for road maintenance, snow removal and weed control with the E.C. Bassett Construction Company of Edgewood, New Mexico which contract has been approved by the Association and the U.S. Department of Housing and Urban Development and which documents have been filed of record in Book 623, Pages 531-535 of the records of Santa Fe County on September 1, 1988; and

WHEREAS, the County has been assured by its insurance carrier that to include the roads within the Bassett Farms Subdivision will not result in an increase in the insurance premiums paid by the County; and,

WHEREAS, small children who reside in the Bassett Farms Subdivision and who attend the Edgewood Elementary School may be dropped off at a distance of up to one mile from their homes by school buses; and,

WHEREAS, emergency fire, medical and police protection may be impaired by the lack of adequate access to the subdivision during periods of inclement weather; and,

WHEREAS, the roads within the Bassett Farms Subdivision are connector roads which connect Aspin Road and Key Place with County Routes 9 and 11 and as such experience general traffic as well as traffic from residents of Bassett Farms Subdivision; and,

WHEREAS, County Road 11 has been extended into the Bassett Farms subdivision by a contractor who is repaving part of Interstate-40 and who uses the road on a continuous basis as though it were a public highway; and,

WHEREAS, One Hundred Percent (100%) of the owners of land contiguous to and through which the roads of Bassett Farms pass, have pursuant to authority granted in Section 67-5-20 (NMSA 1978, 1986 recomp.) petitioned the Board of County Commissioners to declare the roads in Bassett Farms as public highways and to maintain said roads; and,

WHEREAS, the Association has filed an Application for the Exchange of Roads for Maintenance, whereby approximately two (2) miles of County Road 14 which has not been used by the public or maintained by Santa Fe County since before World War II would be dropped from the certification of county roads required by Section 67-3-28.3 (NMSA 1978, 1986 recomp) and exchanged for approximately two (2) miles of roads within Bassett Farms Subdivision,

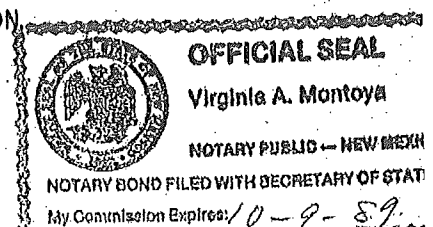
NOW THEREFORE, BE IT HEREBY RESOLVED That:

We, the members of the Bassett Farms Domestic Water Users and Homeowners Association do hereby request that the roads within the Bassett Farms Subdivision are and be dedicated for public use pursuant to Section 47-6-5, (NMSA 1978, 1986 recomp.) and be accepted by the Board of County Commissioners and request that the roads also be accepted by the Board of County Commissioners for maintenance pursuant to Section 47-6-5 (NMSA 1978, 1986 recomp.) and that the Association be also permitted to assist in the maintenance on the Bassett Farms Roads if, in the opinion of the members of the Association, such additional maintenance is necessary for the public welfare and safety, through a supplemental contract with the County approved contractor in Edgewood.

PASSED, APPROVED, AND ADOPTED THIS 8TH DAY OF OCTOBER 1988 AS RESOLUTION NO. 88-1

BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

*William M. Turner*  
.....  
WILLIAM M. TURNER, TRUSTEE



This Resolution was received in the Records of Santa Fe County on .....  
....., 1988 in Book Number ....., Pages ..... through .....  
inclusive.

Witness my hand this 11th day of October 1988.

*Virginia A. Montoya*  
.....  
Notary Public

623538

Rec'd in CHA

JAN 25 1988

## MINUTES

OF

## BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

BE IT RESOLVED By the Trustee of the Bassett Farms Domestic Water Users and Homeowners Association that

WHEREAS the Trustee of the Association is required to appoint nine (9) new Directors subsequent to the sale of seventy five percent (75%) of the lots or on January 2, 1988, whichever occurs earlier; and,

WHEREAS only three homes have been sold as of December 31, 1987; and,

WHEREAS it is unlikely that there will be sufficient home owners within the subdivision in the near future from which to select the nine (9) required Directors,

NOW THEREFORE, the Trustee of the Association hereby amends the requirement that nine (9) new Directors be named until the sale of seventy five percent (75%) of the lots or January 2, 1990, whichever occurs earlier or earlier as the Trustee may determine.

In accordance with the provisions of the Contract and Declaration of Trust, this Minute must be approved by the U.S. Department of Housing and Urban Development.

*William M. Turner*  
William M. Turner, Trustee

*12/31/87*  
Date

ACCEPTABLE

BY

DATE



COUNTY OF SANTA FE ) 88  
STATE OF NEW MEXICO )

I hereby certify that this instrument was filed for record on the 1st day of Sept A.D. 19 88 at 12:53 o'clock P m. and was duly recorded in book 623, page 358 of the records of Santa Fe County.

Witness my Hand and Seal of Office  
Jona G. Armillo

County Clerk, Santa Fe County, N.M.

*Virginia Montoya*  
Deputy

658,483

1-25-88

623536

## MINUTES

OF

## BASSETT FARMS DOMESTIC WATER USERS AND HOMEOWNERS ASSOCIATION

BE IT RESOLVED By the Trustee(s) of the Bassett Farms Domestic Water Users and Homeowners Association that the Association shall request an inspection of the roads within the Bassett Farms Subdivision (aka Country Meadow Estates) by the Santa Fe County Department of Public Works. In the event, the inspection reveals deficiencies in maintenance, the Association agrees to remedy those deficiencies within thirty (30) days and to request a reinspection. The Association will request a report in writing from the Santa Fe County Department of Public Works for its files. Copies of the written report(s) will be provided to the Chief of Rural Housing of the U.S. Farmers Home Administration at:

Chief, Rural Housing  
Room 3414 Federal Building  
517 Gold Avenue Southwest  
Albuquerque, New Mexico 87102

and to any other governmental agency or mortgage lender upon written request by January 31 of each year or earlier.

Furthermore, the Association warrants at common law to all real parties in interest which are mortgage lenders or insurers of record or may exercise regulatory authority over housing within the subdivision or the subdivision itself, to construct and maintain the roads within the subdivision to standards established by Ordinance by Santa Fe County and in particular Ordinance 1987-3.

Furthermore, the Association grants standing to all real parties in interest which are mortgage lenders or insurers of record or may exercise regulatory authority over housing within the subdivision or the subdivision itself, to bring suit at common law or pursuant to applicable statutes and/or regulations to enforce upon the Association and its members through special assessment, if necessary, the provisions of this Minute. Those granted standing hereby include but are not necessarily limited to:

U.S. Department of Housing and Urban Development  
U.S. Farmers Home Administration  
Santa Fe County acting through its Board of County Commissioners.  
U.S. Veterans Administration  
U.S. Federal Housing Authority

This minute shall be filed of record and shall be irrevocable unless or until such time as Santa Fe County accepts the roads within the Bassett Farms Subdivision for maintenance whereupon the minute shall be void and of no further force and effect.

ACCEPTABLE TO FHA & HUD  
BY William M. Turner  
DATE 9-1-88

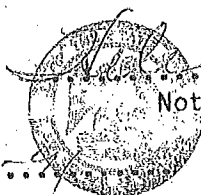
William M. Turner  
William M. Turner, Trustee

9/1/88  
Date

623537

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

Signed this day in my presence by William M. Turner, known to me to be the Trustee of the Bassett Farms Domestic Water Users and Homeowners Association, who did swear, affirm and acknowledge that this instrument was executed pursuant to the Contract and Declaration of Trust of the Association. In witness whereof, I have hereunto set my hand and official seal, on this, the 1st day of September, 1988.

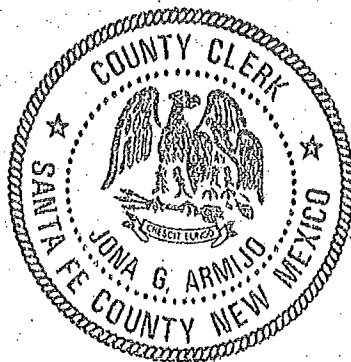


OFFICIAL SEAL  
 HELENE HARUKO SAEDA  
 Notary Public, STATE OF NEW MEXICO  
 Notary Bond Filed with Secretary of State  
 My Commission Expires 7-19-91

My Commission Expires: 7-19-91  
 (SEAL)

APPROVED: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

ACCEPTABLE TO FHA/ HUD  
 BY B. H. Van Gorder  
 DATE 9-1-88



658,482  
 COUNTY OF SANTA FE )  
 STATE OF NEW MEXICO )  
 I hereby certify that this instrument was filed  
 for record on the 1st day of Sept. A.D.  
 19 88, at 12:52 o'clock, P.M.  
 and was duly recorded in book 623  
 page 536-537 of the records of  
 Santa Fe County.

Witness my Hand and Seal of Office  
 Jona G. Armillo  
 County Clerk, Santa Fe County, N.M.

Virginia Montoya  
 Deputy

BY \_\_\_\_\_  
DATE \_\_\_\_\_

623532

CONTRACT FOR  
ROAD MAINTENANCE, SNOW REMOVAL AND WEED CONTROL

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, Bassett Farms Subdivision is a Class III subdivision in southern Santa Fe County approved by the Santa Fe County Commission in March 1985 and comprising 99 lots in the aggregate; and,

WHEREAS, The United States Department of Housing and Urban Development has approved the subdivision such that FHA and VA insurance is available to homeowners for the purchase of new single family residences within the subdivision; and,

WHEREAS, The U.S. Farmers Home Administration has approved Bassett Farms subdivision for direct home construction lending; and,

WHEREAS, There are presently 12 families residing at Bassett Farms Subdivision; and,

WHEREAS, All public property and all property for which public easements exist are maintained by the Bassett Farms Domestic Water Users and Homeowners Association which association is a trust established within the meaning of Section 528 of the Internal Revenue Service Code of 1954 and which Association has been approved by the U.S. Department of Housing and Urban Development to constitute a legally acceptable Association and whose Contract and Declaration of Trust has been filed of record in Record Book 582 at Pages 881-903 of the records of Santa Fe County and which Association has its office at 1527 Granite Street, NW, Albuquerque, NM 87104; and,

WHEREAS, Said Association imposes an annual assessment of \$50 per resident of the Bassett Farms Subdivision; and,

WHEREAS, The Trustee of the Association in and on behalf of the resident beneficiaries of the Association desire to promote the public safety and welfare through the proper and adequate maintenance of the roads and streets within the Bassett Farms Subdivision; and

WHEREAS, E.C. Bassett Construction Company is a private company with its mailing address at Box 100, Edgewood, New Mexico 87015 which specializes in all aspects of county road construction and maintenance and owns its own road grading and snow removal equipment, and,

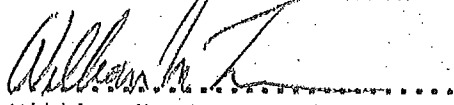
WHEREAS, the President of the Company, Mr. Eugene C. Bassett has been employed by the Santa Fe County Road Department for six month as a road grader operator responsible for county road construction and county road maintenance and is experienced in constructing and maintaining county roads to county specifications and with more than 10 years experience in road construction and maintenance.

NOW THEREFORE, The Trustee(s) of the Bassett Farm Domestic Water Users and Homeowners Association and E.C. Construction Company do hereby agree to:

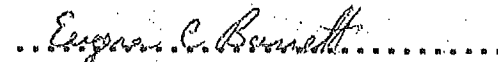
1. enter into a contract for the road maintenance to Santa Fe County standards, snow removal and weed control of all roads within the Bassett Farms Subdivision. It is understood that E.C. Bassett Construction Company charges a \$45/hour fee for road maintenance and snow removal and \$30 per hour for weed control and that the Engineer's Estimate enclosed hereto and made part of this contract by reference was developed in consultation with E.C. Bassett Construction Company.
2. conduct at least one maintenance operation on the roads of the subdivision in the spring of each year while moisture is in the ground which will permit proper binding of the road aggregate and to remediate any damage to the roads which may have occurred the previous winter; and,
3. conduct at least two weed control operations on the roads of the subdivision.
4. limit this contract to no more than \$500 per year for Phase I of the Bassett Farms Subdivision and \$1000 per year for Phase II of the Bassett Farms Subdivision without written approval of the Board of Trustees.
5. automatically renew this contract annually unless terminated in writing.
6. the necessity for road maintenance to be determined by the Trustees of the Bassett Farms Domestic Water Users and Homeowners Association and verbal work orders for maintenance and snow removal may be duly issued by the Chairman of the Board of Trustees.
7. look only to the assets of the association for the payment of indebtedness and not look to any beneficiary, member, employee or agent of the association.
8. the mailing of invoices for payment to the Association at its address hereinabove and payment to be tendered to contractors address unless said addresses are changed by written notice.

IN WITNESS WHEREOF, I, William M. Turner, have signed this Agreement as authorized by a Minute of the Board of Trustees duly passed and entered in the Minute Book of the Bassett Farm Domestic Water Users and Homeowners Association for and on behalf of the Bassett Farm Domestic Water Users and Homeowners Association do hereunder set my hand on this, the 7th day of August, 1988.

BASSETT FARMS DOMESTIC WATER USERS  
AND HOMEOWNERS ASSOCIATION

  
William M. Turner, Trustee

E.C. BASSETT CONSTRUCTION CO.

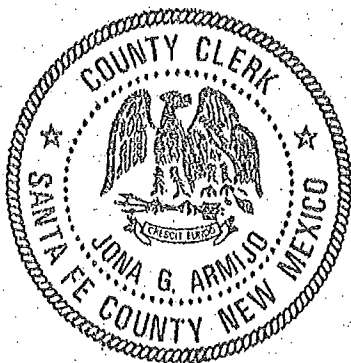
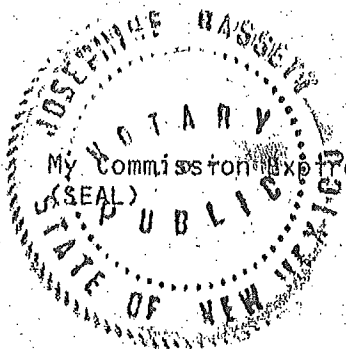
  
Eugene C. Bassett, Owner

623534

STATE OF NEW MEXICO )  
 ) ss.  
 COUNTY OF SANTA FE )

Signed this day in my presence by William M. Turner, known to me to be the Trustee of Bassett Farm Domestic Water Users and Homeowners Association created under the Law of the United States of America and the State of New Mexico by that certain Contract and Declaration of trust dated January 15, 1986 and acknowledge that this instrument was executed pursuant to a Minute of the Association duly passed and entered into the Minute Book thereof and Eugene C. Bassett, President of E.C. Bassett Construction Company, a New Mexico sole proprietorship. In witness whereof, I have hereunto set my hand and official seal, on this, the 7th day of August, 1988.

*Josephine Bassett*  
 Notary Public



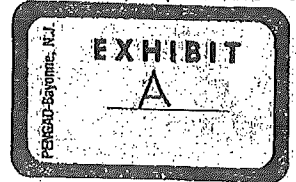
658481  
 COUNTY OF SANTA FE )  
 STATE OF NEW MEXICO ) ss.  
 I hereby certify that this instrument was filed  
 for record on the 1st day of Sept. A.D.  
 1988 at 2:51 o'clock P.M.  
 and was duly recorded in book 623  
 page 531-535 of the records of  
 Santa Fe County.

Witness my Hand and Seal of Office  
 Jona G. Armillo  
 County Clerk, Santa Fe County, N.M.

*Virginia Montoya*  
 Deputy

12324 PINERIDGE, N.E.  
ALBUQUERQUE, N.M. 87112

PHONE (505) 296-1089



July 11, 1988

### ENGINEER'S ESTIMATE

This document is an engineer's estimate for maintenance of Santa Fe County A-4 graveled roads in a typical Edgewood area subdivision, more specifically Bassett Farms Subdivision, a 99 lot subdivision having a minimum lot size of one (1) acre. The total road length in this subdivision is 1.88 miles. The estimate includes three (3) dressings per year by motor grader and three (3) snow removal gradings per year. Should the winter be mild, with little snow, the estimate will be high. A properly maintained motor grader and competent operator can dress 1/2 mile of roadway per hour. The expected gravel replacement for weak subgrade spots or high traffic pressure spots is one cubic yard per lot.

|                                                                                                                           |               |
|---------------------------------------------------------------------------------------------------------------------------|---------------|
| 1. Motor grader and operator for 1.88 miles of road, @ 1/2 mile/ hour, 6 times/ year, 99 lots at a rate of \$ 45.00/ hour | \$1,015.20    |
| 2. Gravel @ 1 cubic yard/ lot, 99 lots at a cost of \$5.00/ CY                                                            | <u>495.00</u> |
| Total subdivision road maintenance estimate/ year                                                                         | \$1,510.20    |
| Cost per lot per year                                                                                                     | \$ 15.25      |

