

TIERRA GRANDE

IMPROVEMENT ASSOCIATION, INC.

October 1, 2010

Dear Tierra Grande Member(s):

You have spoken and the Board of Directors listened. Per the memberships' response and encouraging belief in the value of the Tierra Grande Improvement Association (TGIA), enclosed is the Amended Covenant which proposes to tie the current Indentures (assessments) into the Covenants. Just a reminder, here are the results of the survey sent out to the membership in December 2009

- 72% of the responses indicated a willingness to sign an amended Covenant which would tie the Indentures (assessments) to the Covenants.
- 79% agreed it was a good idea to continue to pay an annual assessment to fund the continuation of TGIA **if the assessment remains reasonable**.
- 81% agreed that owners who choose NOT to sign the amended Covenant be disqualified as members. No voting rights and no privileges.
- 86% recommend that owners who do NOT pay assessments be charged a fee for any request non members may have of TGIA.


As this survey demonstrates the vast majority of you are happy with TGIA and would like things to remain as they are. We know this is not possible because the Indentures (assessments), which fund the work of the TGIA Administrative office and the Board of Directors' will be expiring in 2013.

Your membership is like an insurance policy; you may never find a need to contact this office but are assured that TGIA is behind the scenes working on your behalf: enforcing covenants, representing your interests with local and governmental agencies, publishing the quarterly newsletter, and preserving the Open Space, etc. We want to be here for you.

If you would like to have Tierra Grande continue its work in keeping this community beautiful, it is important that you sign **and have notarized** the enclosed Amendment. Once notarized, please return the Amendment to Tierra Grande in the envelope provided. Remember, without funding TGIA will eventually have to close its doors.

Thank you in advance for your support of the continuation of Tierra Grande beyond 2013. Please feel free to contact the Administrative office at 505-864-2345 should you have questions or concerns regarding the enclosed Amendment. Remember that no changes are proposed until **after** the Indentures (assessments) expire in 2013.

Very truly yours,


Judi Magnussen
President

Enclosures

P.O. Box 1388, Belen, New Mexico 87002 Phone: (505) 864-2345 Fax: (505) 861-3903

E-Mail: info@tierragrande.org - Web: www.TierraGrande.org

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 1

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit 1, being a subdivision of record within **Valencia** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Valencia** County, New Mexico on **January 2, 1973, record # 2357**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Valencia** County, New Mexico on **January 5, 1973, in Book 240 Page 551 - 562**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **December 18, 2012** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit subject thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. **INDENTURE.** The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Valencia** County, New Mexico on **January 5, 1973, in Book 240 Page 551 - 562**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Imposition on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 2

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit 2, being a subdivision of record within **Valencia** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Valencia** County, New Mexico on **January 2, 1973, record # 2357**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Valencia** County, New Mexico on **January 5, 1973, in Book 240 Page 551 - 562**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **December 18, 2012** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit subject thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. **INDENTURE.** The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Valencia** County, New Mexico on **January 5, 1973, in Book 240 Page 551 - 562**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Imposition on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 3

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit 3, being a subdivision of record within **Valencia** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Valencia** County, New Mexico on **January 2, 1973, record # 2357**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Valencia** County, New Mexico on **January 5, 1973, in Book 240 Page 551 - 562**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **December 18, 2012** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit subject thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. **INDENTURE.** The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Valencia** County, New Mexico on **January 5, 1973, in Book 240 Page 551 - 562**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Imposition on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 4

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit 4, being a subdivision of record within **Valencia** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Valencia** County, New Mexico on **January 2, 1973, record # 2357**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Valencia** County, New Mexico on **January 5, 1973, in Book 240 Page 551 - 562**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **December 18, 2012** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit subject thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. **INDENTURE.** The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Valencia** County, New Mexico on **January 5, 1973, in Book 240 Page 551-562**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Imposition on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 5

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit **5**, being a subdivision of record within **Socorro** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Socorro** County, New Mexico on **March 1, 1973, record # 27810**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Socorro** County, New Mexico on **June 12, 1973, in Book 313 Page 376 - 386**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **June 8, 2013** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit subject thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. **INDENTURE.** The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Socorro** County, New Mexico on **June 12, 1973, in Book 313 Page 376 - 386**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Position on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 7

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit 7, being a subdivision of record within **Socorro** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Socorro** County, New Mexico on **March 1, 1973, record # 27811**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Socorro** County, New Mexico on **June 12, 1973, in Book 313 Page 376 - 386**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **June 8, 2013** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit subject thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. **INDENTURE.** The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Socorro** County, New Mexico on **June 12, 1973, in Book 313 Page 376 - 386**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Imposition on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 9

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit 9, being a subdivision of record within **Socorro** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Socorro** County, New Mexico on **January 5, 1973, record # 27240**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Socorro** County, New Mexico on **January 5, 1973, in Book 307 Page 696 - 706**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **December 18, 2012** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit subject thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. **INDENTURE.** The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Socorro** County, New Mexico on **January 5, 1973, in Book 307 Page 696 - 706**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Imposition on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 10

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit **10**, being a subdivision of record within **Socorro** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Socorro** County, New Mexico on **January 5, 1973, record # 27241**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Socorro** County, New Mexico on **January 5, 1973, in Book 307 Page 696 - 706**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **December 18, 2012** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit subject thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. **INDENTURE.** The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Socorro** County, New Mexico on **January 5, 1973, in Book 307 Page 696 - 706**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Imposition on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 11

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit 11, being a subdivision of record within **Socorro** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Socorro** County, New Mexico on **January 5, 1973, record # 27242**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Socorro** County, New Mexico on **January 5, 1973, in Book 307 Page 696 - 706**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **December 18, 2012** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit subject thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. **INDENTURE.** The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Socorro** County, New Mexico on **January 5, 1973, in Book 307 Page 696 - 706**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Imposition on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 12

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit 12, being a subdivision of record within **Socorro** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Socorro** County, New Mexico on **January 5, 1973, record # 27243**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Socorro** County, New Mexico on **January 5, 1973, in Book 307 Page 696 - 706**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **December 18, 2012** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit subject thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. **INDENTURE.** The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Socorro** County, New Mexico on **January 5, 1973, in Book 307 Page 696 - 706**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Imposition on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 13

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit **13**, being a subdivision of record within **Valencia** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Valencia** County, New Mexico on **November 27, 1972**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Valencia** County, New Mexico on **January 5, 1973**, in **Book 240 Page 551 - 562**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **December 18, 2012** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit subject thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. **INDENTURE.** The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Valencia** County, New Mexico on **January 5, 1973**, in **Book 240 Page 551 - 562**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Imposition on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 14

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit 14, being a subdivision of record within **Valencia** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Valencia** County, New Mexico on **January 2, 1973, record # 2357**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Valencia** County, New Mexico on **January 5, 1973, in Book 240 Page 551 - 562**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **December 18, 2012** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit subject thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. INDENTURE. The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Valencia** County, New Mexico on **January 5, 1973, in Book 240 Page 551 - 562**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Imposition on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 15

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit 15, being a subdivision of record within **Socorro** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Socorro** County, New Mexico on **March 1, 1973, record # 27812**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Socorro** County, New Mexico on **June 12, 1973**, in **Book 313 Page 376 - 386**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **June 8, 2013** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit subject thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. **INDENTURE.** The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Socorro** County, New Mexico on **June 12, 1973**, in **Book 313 Page 376 - 386**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Position on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 16

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit 16, being a subdivision of record within **Socorro** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Socorro** County, New Mexico on **March 1, 1973, record # 27813**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Socorro** County, New Mexico on **June 12, 1973, in Book 313 Page 376 - 386**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **June 8, 2013** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. **INDENTURE.** The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Socorro** County, New Mexico on **June 12, 1973, in Book 313 Page 376 - 386**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Imposition on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 17

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit 17, being a subdivision of record within **Socorro** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Socorro** County, New Mexico on **March 1, 1973, record # 27814**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Socorro** County, New Mexico on **June 12, 1973**, in **Book 313 Page 376 - 386**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **June 8, 2013** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit subject thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. **INDENTURE.** The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Socorro** County, New Mexico on **June 12, 1973**, in **Book 313 Page 376 - 386**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Imposition on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 18

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit 18, being a subdivision of record within **Socorro** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Socorro** County, New Mexico on **March 1, 1973, record # 27815**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Socorro** County, New Mexico on **June 12, 1973, in Book 313 Page 376 - 386**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **June 8, 2013** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit subject thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. **INDENTURE.** The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Socorro** County, New Mexico on **June 12, 1973, in Book 313 Page 376 - 386**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Imposition on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 19

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit 19, being a subdivision of record within **Valencia** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Valencia** County, New Mexico on **February 23, 1973, record # 0590**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Valencia** County, New Mexico on **June 12, 1973**, in **Book 35 Page 566 - 576**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **June 8, 2013** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit subject thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. **INDENTURE.** The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Valencia** County, New Mexico on **June 12, 1973**, in **Book 35 Page 566 - 576**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Imposition on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 20

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit **20**, being a subdivision of record within **Valencia** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Valencia** County, New Mexico on **February 23, 1973, record # 0590**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Valencia** County, New Mexico on **June 12, 1973, in Book 35 Page 566 - 576**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **June 8, 2013** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit subject thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. **INDENTURE.** The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Valencia** County, New Mexico on **June 12, 1973, in Book 35 Page 566 - 576**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Imposition on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 21

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit 21, being a subdivision of record within **Valencia** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Valencia** County, New Mexico on **February 23, 1973, record # 0590**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Valencia** County, New Mexico on **June 12, 1973, in Book 35 Page 566 - 576**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **June 8, 2013** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit subject thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. **INDENTURE.** The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Valencia** County, New Mexico on **June 12, 1973, in Book 35 Page 566 - 576**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Imposition on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 22

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit **22**, being a subdivision of record within **Valencia** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Valencia** County, New Mexico on **February 23, 1973, record # 0590**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Valencia** County, New Mexico on **June 12, 1973**, in **Book 35 Page 566 - 576**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **June 8, 2013** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit subject thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. **INDENTURE.** The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Valencia** County, New Mexico on **June 12, 1973**, in **Book 35 Page 566 - 576**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Imposition on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 23

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit **23**, being a subdivision of record within **Valencia** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Valencia** County, New Mexico on **February 23, 1973, record # 0590**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Valencia** County, New Mexico on **June 12, 1973**, in **Book 35 Page 566 - 576**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **June 8, 2013** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit subject thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. **INDENTURE.** The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Valencia** County, New Mexico on **June 12, 1973**, in **Book 35 Page 566 - 576**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Imposition on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

AMENDMENT TO PROTECTIVE COVENANTS
TIERRA GRANDE SUBDIVISION
UNIT 24

THIS Amendment to Protective Covenants is made and adopted effective as of the Termination Date defined below.

RECITALS

A. The undersigned parties are the owners of lots within Tierra Grande Subdivision, Unit **24**, being a subdivision of record within **Valencia** County, New Mexico, according to the plat thereof filed for record in the office of the County Clerk of **Valencia** County, New Mexico on **February 23, 1973, record # 0590**, (referred to as "the Unit").

B. Protective covenants have been imposed against certain units in Tierra Grande Subdivision, including the Unit, by those certain protective covenants recorded in the office of the County Clerk of **Valencia** County, New Mexico on **June 12, 1973, in Book 35 Page 566 - 576**. Said protective covenants, as they may have been amended from time to time, are referred to herein as the "Protective Covenants".

C. Additional covenants, easements, charges and liens have been imposed upon the lots within the Unit, by that certain Indenture described below. However, the Covenants set forth in the Indenture will expire and terminate on **June 8, 2013** (the "Termination Date"), and the undersigned owners wish to adopt and incorporate the Indenture into the Protective Covenants, and to provide for the Covenants in the Indenture to continue beyond the Termination Date.

D. The Protective Covenants may be amended as to any unit thereto by the vote of the owners of record of the majority of the lots within such unit, and the undersigned, being owners of a majority of the lots within the Unit, hereby vote to amend the Protective Covenants as to the Unit as set forth below.

NOW, THEREFORE, THE PROTECTIVE COVENANTS ARE AMENDED AS TO THE UNIT AS FOLLOWS:

1. **Indenture.** The following paragraph is added to the Protective Covenants:

16. **INDENTURE.** The Indenture (the "Indenture"), filed of record in the office of the County Clerk of **Valencia** County, New Mexico on **June 12, 1973, in Book 35 Page 566 - 576**, is hereby incorporated into these Protective Covenants by reference as if set out in full herein, with the following changes:

(a) The "Property", shall be defined as all Units within the Tierra Grande Subdivision (both in Valencia and Socorro counties) for which an Amendment to Protective Covenants substantially the same as this Amendment is recorded, adopting and incorporating the applicable Indenture to which said unit is subject, and extending the Covenants in the Indenture beyond the termination date set forth in the original Section 6.02 of the Indenture.

(b) Section 6.02 of the Indenture is deleted in its entirety, and the following Section 6.02 is substituted in its place:

Section 6.02 All Covenants herein shall continue in full force and effect for twenty (20) years after the date of recordation of this Amendment to Protective Covenants, and at that time, and each twenty (20) years thereafter, shall automatically be renewed for an additional twenty (20) years, unless the owners of a majority of lots in a Unit shall sign and record a document terminating said Covenants as to that Unit.

2. **Purpose.** The purpose of this Amendment is to grant and continue the rights of Tierra Grande Improvement Association ("TGIA"), the Grantor under the Indenture, to exercise all rights under the Indenture, including but not limited to making assessments against the Property and enforcing those assessments by the liens provided therein, and to limit the obligations of TGIA thereunder to only those Units adopting an Amendment to Protective Covenants substantially the same as this Amendment.

3. **Full Force and Effect.** Except as expressly amended by this Amendment, the Protective Covenants shall remain in full force and effect.

4. **Counterparts.** This Amendment may be signed in counterparts, and original signature pages attached to a single Amendment and recorded in the County records.

5. **Imposition on Individual Lots.** Until such time, if ever, that a majority of lot owners within the Unit execute this Amendment, each lot owner executing this Amendment hereby imposes upon his or her lot the Indenture as set forth in Paragraphs 1 through 4 above.

IN WITNESS WHEREOF, the undersigned owners have made and executed this Amendment to Protective Covenants as of the day and year first written above (see attached signature form).

