

**Fourth Amendment to the
Bylaws of
Grant County Dos Griegos Homeowners' Association II**

- 3) **Common Areas:** There are three common areas in the Dos Griegos Subdivision which need to be designated as the upkeep and maintenance responsibility of either GCDGHOA II or GCDGHOA IV; these common areas are known as Area A, Area B and 18.496 acres owned by Carris. Within Area A there are the following blocks: 1) Block 1A; 2) Block 1B; 3) Block 2A; 4) Block 2B; 5) Block 3; and 6) Block 4. Area B and the 18.496 acres owned by Carris shall remain as the common area of GCDGHOA II and GCDGHOA II shall remain responsible for the upkeep and maintenance of said common area. In Area A blocks 1A, 2B, 3 and 4 consisting of approximately 36.46 acres, shall be assigned and allotted to the GCDGHOA II. In Area A block 1B and 2A consisting of approximately 26.44 acres more or less shall be assigned and allotted to GCDGHOA IV as there common area.
- 4) **Continued Force and Effect.** GCDGHOA II declares that the aforementioned lots and the Common Areas noted above shall and will become a part of GCDGHOA IV and said covenants and Bylaws of GCDGHOA II shall be amended to reflect said change. Except for the afore-mentioned changes to the covenants and Bylaws resulting from the formation of GCDGHOA IV and the exclusion of those lots and common areas from GCDGHOA II all other amendments to the covenants and the Bylaws and the covenants and bylaws themselves shall continue in full force and effect.
- 5) **Hold Harmless Language.** The Board of Directors and/or incorporators of GCDGHOA IV and the GCDGHOA IV itself , shall hold Developer and any or

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This instrument was recorded on 08/04/2010
Robert Zamarripa, Grant County NM
Deputy - sparra

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all of its partners, both personally and professionally, harmless and waive any and all legal claims against them for any claims whatsoever accrued, whether known or unknown, as of the date of the execution of separation including but not limited to, claims regarding (i) the management of the Dos Griegos Subdivision, (ii) the interpretation of the covenants as amended, (iii) the interpretation of the bylaws as amended, (iv) whether Units V and VI are a part of GCDGHOA II, (v) whether GCDGHOA IV was lawfully separated from GCDGHOA II by and through this agreement; and (vi) whether the Bylaws, the Board of Directors, the election for the Board of Directors, the corporate validity of GCDGHOA II, and the covenants with all amendments for GCDGHOA II were up to now or until separation valid and legally binding and enforceable upon lot owners in GCDGHOA IV as prior members of GCDGHOA II.

GCDGHOA IV shall hold harmless and waive any legal claims against the current and past officers of GCDGHOA II in their management of said association prior to the formation of GCDGHOA IV, specifically including but not limited to claims that (i) Units V and VI were not lawfully accepted into GCDGHOA II; (ii) GCDGHOA IV was not lawfully separated from GCDGHOA II by and through this agreement; and (iii) the Bylaws, the Board of Directors, the election for the Board of Directors, the corporate validity of GCDGHOA II, and the covenants with all amendments for GCDGHOA II were up to now and up to the date of separation valid and legally binding upon lot owners in GCDGHOA IV.

- 6). **Mirrored By-laws.** The Board of Directors and/or Incorporators of the GCDGHOA IV agree to honor the covenants and bylaws adopted by the

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respective homeowners' associations. Further they agree that the initial bylaws and covenants of GCDGHOA IV shall in all substantial respects mirror the bylaws and covenants of GCDGHOA II except for modifications specifying the common areas assigned to GCDGHOA IV and the participating lots.

- 7) **Future Plans.** The Board of Directors and/or Incorporators of GCDHOA IV will and hereby does acknowledge Developer's, agents and/or assigns existing and future plans for the development of the Subdivision and will not interfere in any way with Developer's current or future plans as those plans may be amended from time to time, provided however, such plans do not significantly and permanently change the character of the Dos Griegos Subdivision and the use of and access to the common areas of all members of GCDGHOA II and GCDGHOA IV.

The Developer agrees to hold GCDGHOA II and IV harmless and waive any and all legal claims against incorporators and the current board of directors, and officers of GCDGHOA IV, the Board of Directors and officers of GCDGHOA II for the formation of GCDGHOA IV; any and all claims that GCDGHOA IV was not lawfully separated from GCDGHOA II by and through this amendment; any and all claims that the Bylaws, the Board of Directors, the election for the Board of Directors, the corporate validity of GCDGHOA II and GCDGHOA IV respectively, and the covenants with all amendments for GCDGHOA II and GCDGHOA IV respectively are valid and legally binding upon lot owners in GSDGHOA II and GCDGHOA IV respectively and any claim that asserts

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GCDGHOA IV members are somehow members of GCDGHOA II and not members of GCDGHOA IV as is contemplated by this amendment.

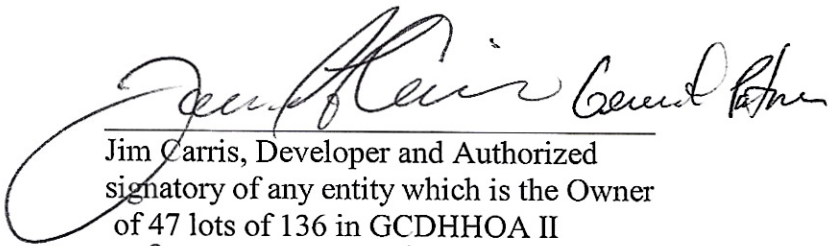
The developer agrees to honor the Covenants and Bylaws adopted by GCDGHOA II and those of GCDGHOA IV as they relate to lots included in GCDGHOA IV and provided the covenants mirror those of the GCDGHOA II as of the date of this amendment. Further the Developer agrees that he has read the initial Bylaws and Covenants of GCDGHOA II and GCDGHOA IV respectively and agrees that said Bylaws and Covenants are in all substantial respects mirror the Bylaws and Covenants of GCDGHOA II except for modifications reflecting the common areas assigned to GCDGHOA IV and the participating lots. Developer acknowledges the existing plans of both GCDGHOA II and GCDGHOA IV in managing their respective association and will not interfere in any way with each association's respective plans except in the capacity of lot owner in each association. Developer agrees not to impede the use of and access to the common areas of all members of GCDGHOA II and GCDGHOA IV.

- 10) Agreement.** The Agreement entered into by the authorized representatives of Grant County Dos Griegos Homeowners' Association II, Grant County Dos Griegos Homeowners' Association IV, and the Dos Griegos Limited Partnership, dated 21 May 2010 is attached hereto and made part of this amendment.

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In Witness Whereof, the Dos Griegos Homeowners' Association II executes and acknowledges this Amendment as the result of a majority vote by homeowners in GCDGHOA II on or after the 22th day of May, 2010

AFFIRMED, RATIFIED AND AGREED TO BY:


Date 7/6/2010
Jim Carris, Developer and Authorized signatory of any entity which is the Owner of 47 lots of 136 in GCDHHOA II


Date 07/07/2010
Patrick Conlin, ^{Pres} President, GCDGHOA II


Date 7/5/2010
Daniel Goss, Treasurer, GCDGHOA II


Date 7-7-10
Ernie Terrazas, Vice President, GCDGHOA II


Date 7/7/10
Leesa Haite, President

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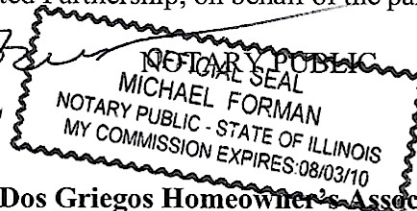
NOTARIES

For Dos Griegos Limited Partnership

STATE OF ^{ILLINOIS}NEW MEXICO)
COUNTY OF ~~GRANT LAKE~~)

This Declaration of the Amendment for Grant County Dos Griegos Homeowner's Association II Bylaws was signed before me on 7/6/10, 2010 by James F. Carris, General Partner of Dos Griegos Limited Partnership, on behalf of the partnership.

My commission expires: 8-3-10



For Grant County Dos Griegos Homeowner's Association II

STATE OF NEW MEXICO)
COUNTY OF GRANT)

This Declaration of the Amendment for Grant County Dos Griegos Homeowner's Association II Bylaws was signed before me on 07/07, 2010 by Patrick Conlin on behalf of Association II.

Leesa Haire



OFFICIAL SEAL
PATRICK R. CONLIN
NOTARY PUBLIC - STATE OF NEW MEXICO

My commission expires:

My Commission expires: 5/22/2011

Patrick R. Conlin

For Grant County Dos Griegos Homeowner's Association II

STATE OF NEW MEXICO)
COUNTY OF GRANT)

This Declaration of the Amendment for Grant County Dos Griegos Homeowner's Association II Bylaws was signed before me on 07/07, 2010 by Daniel Goss, on behalf of the Association II.

NOTARY PUBLIC

My commission expires:



OFFICIAL SEAL
PATRICK R. CONLIN
NOTARY PUBLIC - STATE OF NEW MEXICO

My Commission expires: 5/22/2011

Patrick R. Conlin

For Grant County Dos Griegos Homeowner's Association II

STATE OF NEW MEXICO)
COUNTY OF GRANT)

This Declaration of the Amendment for Grant County Dos Griegos Homeowner's Association II Bylaws was signed before me on 07/07, 2010 by Ernie Terrazas, on behalf of the Association II.

NOTARY PUBLIC

My commission expires:



OFFICIAL SEAL
PATRICK R. CONLIN
NOTARY PUBLIC - STATE OF NEW MEXICO

My Commission expires: 5/22/2011

Patrick R. Conlin