

### WARRANTY DEED

#129427  
2:28  
1-23-89

Thomas K. Winslow and Jane M. Winslow, a married couple,  
 for consideration paid, grant  
Karen Kornbau, a single woman,  
 whose address is 1157 Palm Blvd. Venice, California 90291  
 the following described real estate in Taos County, New Mexico:

See attached Exhibit "A" for legal description and Warranty Covenants.

with warranty covenants.  
 WITNESS our hands and seals this 20th day of January, 1989  
Robert H. Winslow (Seal) \_\_\_\_\_ (Seal)  
Jane M. Winslow (Seal) \_\_\_\_\_ (Seal)

#### ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO }  
 COUNTY OF Taos } ss.  
 The foregoing instrument was acknowledged before me this 20th day of January, 19 89,  
 by Thomas K. Winslow and Jane M. Winslow  
 (Name or Names of Person or Persons Acknowledging)  
 My commission expires: 1-20-91 Genelia X. DeBris  
 (Seal) Notary Public

FOR RECORDER'S USE ONLY  
 STATE OF NEW MEXICO

#### ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO }  
 COUNTY OF \_\_\_\_\_ } ss.  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
 by \_\_\_\_\_  
 (Name of Officer)  
 \_\_\_\_\_ of \_\_\_\_\_  
 (Title of Officer) (Name of Corporation Acknowledging)  
 a \_\_\_\_\_ corporation, on behalf of said corporation.  
 (State of Incorporation)  
 My commission expires: \_\_\_\_\_  
 (Seal) Notary Public 317

December 27, 1988

REAL ESTATE CONTRACT ADDENDUM

The following is an extension contract to the Real Estate Contract between the seller's Ken and Jane Winslow and the buyer, Karen Kornbau, dated January 12 1988 for the piece of land described in the Real Estate Contract by and between the above mentioned parties, in Taos County, New Mexico.

Total Amount Due on Dec. 15th 1988:	\$8,250.00
Paid on Account on Dec. 22nd 1988:	\$5,750.00
Amount due on or before Jan. 31 1989:	\$2,500.00

This extension is only for the terms as specified above and does not grant further extensions beyond said time period.

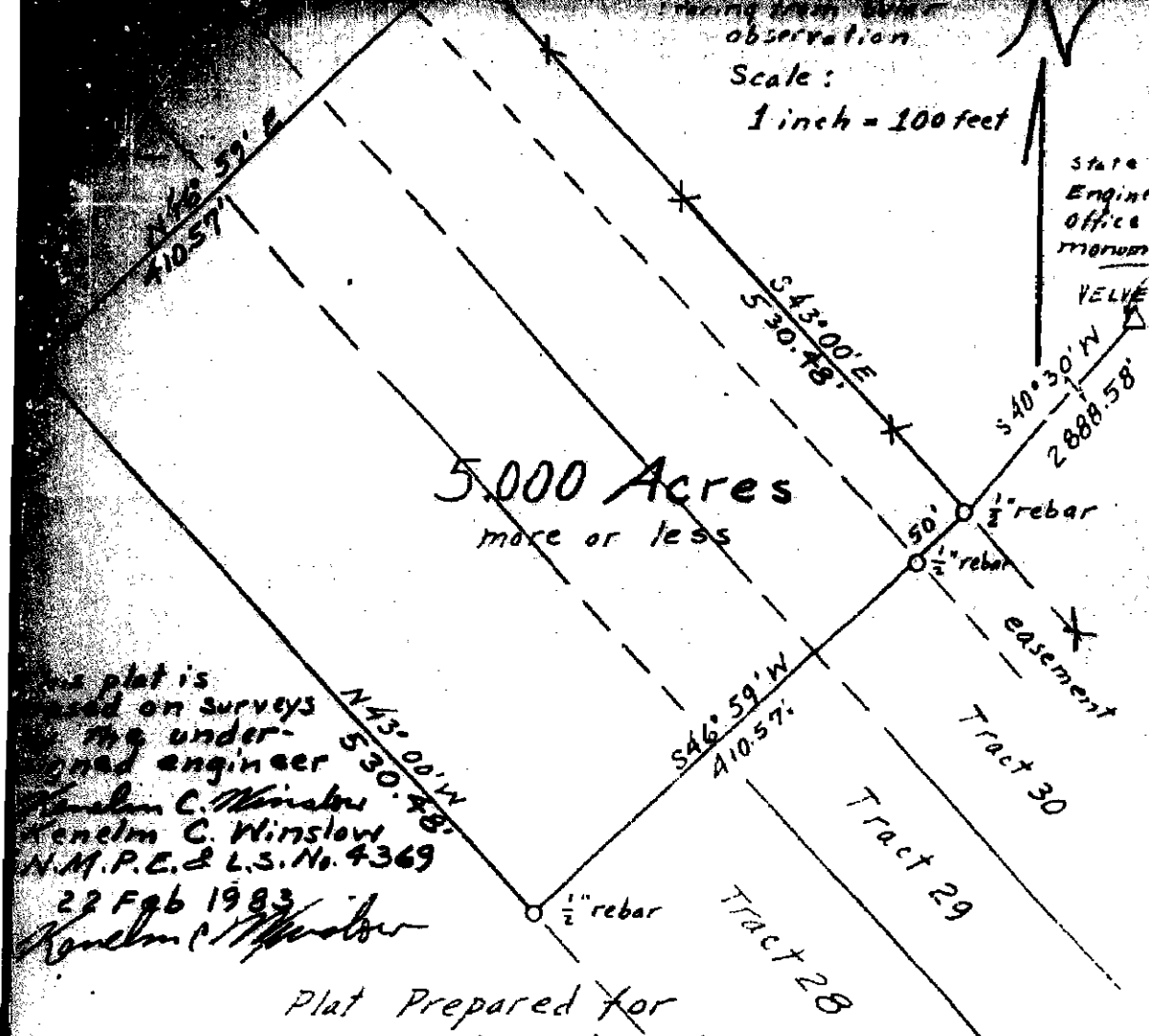
Signed Ken Winslow  
Seller

Jane Winslow  
Seller

Dated: December 26th, 1988

Signed [Signature]  
Buyer

Dated: DECEMBER 30<sup>th</sup> 1988.



Scale:  
1 inch = 100 feet

State  
Engineer  
Office  
monument

This plat is based on surveys by the undersigned engineer  
 Kenelm C. Winslow  
 Kenelm C. Winslow  
 N.M.P.E. & L.S. No. 4369  
 22 Feb 1983  
 Kenelm C. Winslow

Plat Prepared for  
**Kenelm K. Winslow**  
 Parts of Tracts 28, 29, and 30, Map 26, Survey 2  
 New Mexico Reassessment Survey of 1941  
 within the Ranchitos or Colonias Tract in the  
 Antonio Martinez Grant at Colonias  
 Taos County New Mexico

STATE OF NEW MEXICO  
 COUNTY OF TAOS

This instrument was acknowledged before me this 14<sup>th</sup> day of March, 1983  
 by KENELM C. WINSLOW, N. M. P. E. & L. S. No. 4369.

*David Lane Martin*  
 Notary Public My Commission expires: 12/21 '84

**KENELM C. WINSLOW**  
REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR  
COLONIAS ROAD AT U.S. HIGHWAY 84  
(NORTH OF EL PRADO, N. M.)

PHONE: 505 - 776-2208

MAILING ADDRESS:  
P. O. BOX 228 266  
EL PRADO, N. M. 87820

22 February 1983

**Legal Description for Kenelm K. Winslow**

A piece of land within the Antonio Martinez Grant in the Ranchito or Colonias Tract at Colonias in Taos County, New Mexico; being parts of Tracts 28, 29, and 30 of Map #6, Survey 2, New Mexico Reassessment Survey of 1941.

Commencing for a tie at VELVES, a State Engineer Office control monument; thence, S 40° 30' W 2888.58 feet to an  $\frac{1}{2}$  inch rebar, the east corner and point of beginning; thence,

S 46° 59' W 410.57 feet to an  $\frac{1}{2}$  inch rebar, the south corner; thence,  
N 43° 00' W 530.48 feet to the west corner; thence,  
N 46° 59' E 410.57 feet to the north corner; thence,  
S 43° 00' E 530.48 feet to the east corner, the point of beginning;  
containing 5.000 acres, more or less, and subject to an easement 50  
(fifty) feet wide along the northeast boundary.  
KCV

This appraisal is based upon the attached Certification and Statement of Limiting Conditions. The conclusion of value is supported and reconciled on the reverse side.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF Feb. 26, 1983 to be \$21,250

Appraiser:

*Chris Chiottis*  
Chris Chiottis, SPA

Review Appraiser (if applicable)

Did  Did Not Physically Inspect Property

- B. The said property shall not be divided into parcels smaller than one (1) acre upon which shall be placed only one single family residential dwelling and the outbuildings therefore.
- C. The said property may be used for residential or farming purposes only.
- D. No commercial enterprises shall be erected or operated on said property.
- E. Any violation of the provisions, conditions or restrictions contained above shall warrant the Declarant to apply to any Court of Law or Equity having jurisdiction thereof for an injunction or proper relief in order to enforce same in the Court, and in its discretion, may award the plaintiff his court costs and reasonable attorney fees. No delay on the part of the Declarant or any other person in the exercising of any right, power, or remedy contained herein shall be construed as a waiver thereof or an acquiescence therein. Various rights and remedies of all persons hereunder shall be cumulative and the Declarant may use any or all of said rights without in any way affecting the ability of the Declarant to use or rely upon or enforce any other right.
- F. In the event any one or more of the provisions, conditions, restrictions or covenants contained herein shall be held by any court of competent jurisdiction to be null and void, all remaining restrictions and covenants herein set forth shall remain in full force and effect.
- G. The Declarant hereby reserves the right to grant a reasonable variance or adjustment of the conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions contained herein. Such variance or adjustments shall be granted only in case the granting thereof shall both be materially detrimental or injurious to other property or improvements of the neighborhood and shall not defeat the general intent and purpose of these restrictions.
- H. Any and all of the right, title, interest and estate given to or reserved by the Declarant herein may be transferred or assigned to any person, firm corporation or association by appropriate instrument in writing duly executed by the Declarant and recorded in the Office of the County Clerk of Taos County, New Mexico, and wherever the Declarant is hereby referred to, such reference shall be deemed to include its successors and assignees.

COUNTY OF TAOS ) SS  
 STATE OF NEW MEXICO )  
 I hereby certify that this instrument was filed  
 for record on the 23 day of Jan, A.D.  
 19 89 at 2:28 o'clock P.m.  
 and was duly recorded in book 8780  
 page 37-38 of the records of Taos County.  
 Witness my Hand and Seal of Office  
 Joella Coca  
 County Clerk, Taos County, N.M.

*Kate Ryan* Deputy

