

ORT 2207519 KLL

**FIRST AMENDMENT
TO MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LAVENDER FIELDS**

THIS FIRST AMENDMENT TO DECLARATION is made this 15th day of November, 2022, by **LAVENDER FIELDS LLC**, a New Mexico limited liability company (hereinafter the "Declarant").

WHEREAS, the Declarant previously recorded a Master Declaration of Covenants, Conditions and Restrictions for Lavender Fields on March 18, 2021, as Document Number 2021032421 in the records of the County Clerk of Bernalillo County, New Mexico (the "Declaration"), which are applicable to the community known as "Lavender Fields"; and

WHEREAS, the Declarant now desires to amend certain portions of the Declaration; and

WHEREAS, pursuant to Section 14.2 of Article 14 of the Declaration, the Declarant may amend the Declaration so long as the Declarant owns any real property subject to the Declaration; and

WHEREAS, the Declarant currently owns real property encumbered by the Declaration; and

WHEREAS, pursuant to Section 13.1 of Article 13 of the Declaration, the Declarant has broad and general rights and powers to perform acts which are necessary, desirable or convenient for effecting the purpose of the Declaration.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. The following is added to Article 1 (Definitions) in the Declaration:

“**Tenant**” shall mean a person who rents all or a portion of a Lot or any Dwelling Unit situated on all or a portion of a Lot.”

2. The definition of "**Declarant**" in Article 1 (Definitions) in the Declaration is deleted in full and replaced by the following:

“**Declarant**” shall mean and refer to the above recited Declarant, any Affiliates of Declarant and/or any Person or Persons to whom all or a portion of the declarant's rights reserved to the Declarant under this Declaration and its amendments are assigned pursuant to a written, recorded instrument expressly assigning such rights.”

2. Section 4.23 of the Declaration is deleted in full and replaced by the following:

4.23 Leasing Obligation of Tenants and Other Occupants. All Tenants shall be subject to the terms and conditions of the Declaration, the

Articles, the Bylaws and the Rules. Each Owner shall cause his, her or its Residents or other occupants to comply with this Declaration, the Articles, the Bylaws and the Rules and, to the extent permitted by applicable law, shall be responsible and liable for all violations and losses caused by such Residents or other occupants, notwithstanding the fact that such Residents or other occupants are also fully liable for any violation of each and all of those documents. An Owner may lease all or a portion of a Lot or Dwelling Unit; provided that, such lease may not be for a period of less than three (3) consecutive months unless otherwise approved by the Board. Written leases are required and all leases shall include a provision in which the Tenant agrees to be bound by this Declaration, the Articles, the Bylaws and the Rules and the Owner accepts responsibility for the Tenant's violations of such documents. All leases must restrict occupancy to no more than five (5) unrelated persons or to a single family of legally related Persons of any size. The Association is a third-party beneficiary of any such lease solely for the purpose of enforcing this Declaration, the Articles, the Bylaws and the Rules, and shall have the right to establish and charge fines against any Owner failing to enforce the provisions of this Declaration, Bylaws and the Rules against such Owner's Tenant. The provisions of this Section 4.23 shall not apply to the use of Lots or Dwelling Units owned by (or leased to or by) (a) any Builder as a model home or for marketing purposes or (b) Declarant."

4. The following is added to Article 4 of the Declaration:

4.41 Detached Sheds.

With the exception of any sheds approved by the Architectural Committee and constructed prior to November 2022, no sheds detached from a Dwelling Unit that are Visible From Neighboring Property shall be erected on any Lot or Tract.

4.42 Flags.

As determined by the Board in its sole discretion, no political flags or vulgar flags shall be displayed in or on any Lot or Tract. No flag shall be displayed in an offensive manner including but not limited to: displaying a flag upside down, allowing the flag to touch the ground, allowing the flag to touch anything beneath it, or displaying a worn or tattered flag. Any flag displayed on any Lot or Tract shall be done in accordance with the United States Flag Code, 4 U.S.C. § 1 et seq. No flags shall be displayed during inclement weather (rain, snow, storms, high winds, etc.) and flags shall only be displayed from sunrise to sunset.

4.43 Flagpoles.

No permanent flagpoles shall be erected on any Lot or Tract without prior written approval of the Architectural Committee. Any flagpole erected for more than 24 hours shall be deemed a permanent improvement. No flagpole in excess of 20 feet in height shall be erected on any Lot or Tract. No lighting shall be installed on any flagpole. Any Owner requesting

