



**FIRST AMENDMENT
TO MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HAWK SITE, RIO RANCHO, NEW MEXICO**

THIS FIRST AMENDMENT TO DECLARATION is made this 29th day of November, 2022, by **HAWKSITE 27 DEVELOPMENT COMPANY, LLC**, a New Mexico limited liability company (hereinafter the "Declarant").

WHEREAS, the Declarant previously recorded a Master Declaration of Covenants, Conditions and Restrictions for Hawk Site, Rio Rancho, New Mexico on February 8, 2019, as Document Number 2019002832 in the records of the County Clerk of Sandoval County, New Mexico (the "Declaration"), which are applicable to the master planned community known as "Mountain Hawk Estates"; and

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

WHEREAS, pursuant to Section 15.2 of Article 15 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 are added to Article 1 (Definitions) in the Declaration:

“**Condominium Unit**” shall mean any portion of the Property governed by a recorded condominium declaration and designated for separate ownership in the condominium 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.”

3. The definition of “**Lot**” in Article 1 (Definitions) in the Declaration is deleted in full and replaced by the following:

“ **Lot**” shall mean any part of the Property designated as (i) a Condominium Unit on any recorded condominium declaration or (ii) a distinct premises intended for residential occupancy without requiring further land division on any Recorded Plat with respect to any portion of the Property and, where the context indicates or requires, any Improvements constructed from time to time thereon.”

4. Section 4.1 of the Declaration is deleted in full and replaced by the following:

4.1 Residential Purposes

All Lots and Dwelling Units within the Property shall be used solely for single-family, multifamily and/or condominium residential purposes. More than one Dwelling Unit may exist on a single Lot if allowed by the applicable law at the time of construction of the Dwelling Unit. No gainful occupation, profession, business, trade, or other nonresidential use shall be conducted on or in any Dwelling Unit so long as (a) the existence and operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling Unit; (b) the business activity conforms to all applicable zoning requirements; (c) the business activity does not involve door-to-door solicitation of other Owners or Residents; (d) the business activity does not generate drive-up traffic or customer or client parking; and (e) the business activity is consistent with the residential character of the Property, does not constitute a nuisance or a hazardous or offensive use and does not threaten the security or safety of other Owners or Residents, as may be determined in the sole discretion of the Board. No Lot will ever be used, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, industrial, mercantile, commercial storage, vending or other similar uses or purposes; provided, however, that the Declarant and each Builder, and their respective agents, successors, or assigns, may use the Property, including any Lots, for any of the foregoing uses as may be required, convenient, or incidental to the construction and sale of Dwelling Units thereon, including, without limitation, for the purposes of a business office, management office, storage area, construction yard, signage, model sites and display, and sales office during the construction and sales period. The Board shall have broad authority to enact rules and regulations to implement this Article 4, and to exempt or make specific exemptions for a particular Dwelling Unit on a case-by-case basis.”

5. 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."

6. 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 1, 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

approval from the Architectural Committee for a permanent flagpole shall include the following information in their written request to the Architectural Committee: proposed location of flagpole, height of flagpole, flagpole finish and material, butt diameter, a description of the cleat, a description of the halyard, a description of any finial or ornaments, and a description of the foundation.”

7. The following is added to Article 15 of the Declaration:

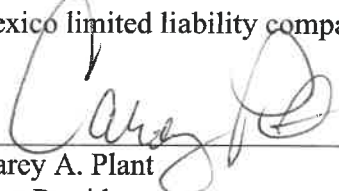
“15.4 Effect of Future Amendments.

Notwithstanding anything to the contrary in the Declaration, the Articles, the Bylaws or the Rules, any amendment of the Declaration, the Articles, the Bylaws or the Rules that purports to modify (a) the minimum and/or maximum size of homes, (b) the definition of “Lot”, (c) the number of Dwelling Units permitted on a Lot or (d) the requirements, restrictions or permissibility of any leases of all or part of any Lot or Dwelling Unit shall not be permitted unless approved in writing by the Declarant. This Section 15.4 may be amended only by the Declarant or the affirmative vote of Owners of one hundred percent (100%) of the Lots.”

8. Except as specifically amended hereby, all of the definitions, covenants, restrictions, terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this instrument as of the day and year first above written.

HAWKSITE 27 DEVELOPMENT COMPANY, LLC,
a New Mexico limited liability company

By: 
Name: Carey A. Plant
Title: Vice President

STATE OF NEW MEXICO)
) ss:
COUNTY OF SANDOVAL)

This instrument was acknowledged before me on November 29 2022, by Carey A. Plant, Vice President of **HAWKSITE 27 DEVELOPMENT COMPANY, LLC**, a New Mexico limited liability company, on behalf of said company.


NOTARY PUBLIC

STATE OF NEW MEXICO
NOTARY PUBLIC
KAREN LEE WARD
Commission # 1021567
My Comm. Exp. Nov 18, 2025