



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

THIS FIRST AMENDMENT TO DECLARATION is made this 19th day of July, 2013, by **AMREP SOUTHWEST INC.**, a New Mexico corporation (hereinafter the "Declarant").

WHEREAS, the Declarant previously recorded a Master Declaration Of Covenants, Conditions And Restrictions For Lomas Encantadas, Rio Rancho, New Mexico on April 28, 2006, in Book 409, Page 21167 of the records of the County Clerk of Sandoval County, New Mexico (hereinafter the "Declaration"), which are applicable to the master planned community known as "Lomas Encantadas"; and

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

WHEREAS, pursuant to Section 15.2 of Article XV 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 the vast majority of all real property encumbered by the Declaration.


NOW, THEREFORE, THE DECLARANT, for the benefit and enjoyment of prospective purchasers of lots within the Subdivision and in furtherance of the general purposes for which the Declaration was recorded, hereby amends the Declaration as follows:

1. Section 15.2 of the Declaration is hereby amended by adding the following language to the end of the first paragraph of said Section 15.2: "Regardless of any provision to the contrary in any currently existing or future Subsidiary Declaration, the Declarant shall have the unilateral right to amend such Subsidiary Declaration for as long as the Declarant owns ten (10) or more Lots subject to the applicable Subsidiary Declaration."

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

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

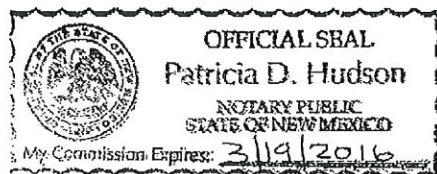
AMREP SOUTHWEST INC.

By: 
James Wall, Jr., Vice President

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

This instrument was acknowledged before me on July 31st, 2013, by James Wall, Jr., Senior Vice President of AMREP SOUTHWEST INC., a New Mexico corporation, on behalf of said corporation.

Patricia D Hudson
NOTARY PUBLIC



**SECOND AMENDMENT
TO
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LOMAS ENCANTADAS RIO RANCHO, NEW MEXICO**

THIS THIRD AMENDMENT TO DELCRATION is made this 2nd day of August, 2018, by AMREP SOUTHWEST INC., a New Mexico corporation (hereinafter the "Declarant").

WHEREAS, the Declarant previously recorded a Master Declaration Of Covenants, Conditions And Restrictions for Lomas Encantadas, Rio Rancho, New Mexico on April 28, 2006, in Book 409, Page 21167 of the records of the County Clerk of Sandoval County, New Mexico, and that certain First Amendment of Master Declaration of Covenants, Conditions and Restrictions for Lomas Encantadas Rio Rancho, New Mexico on August 1, 2013, in Book 416, Page 21401 of the records of the County Clerk of Sandoval County, New Mexico (collectively the "Declaration"), which are applicable to the master planned community known as "Lomas Encantadas"; and

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

WHEREAS, pursuant to Section 15.2 of Article XV of the Declaration, the Declarant may amend the Declaration so long as the Declarant owns any real property subject to the Declaration;

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

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AMENDMENT Pg.1 of 7
Eileen Garbagni, Sandoval County Clerk B: 421 P: 25594



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

NOW, THEREFORE, THE DECLARANT, for the benefit and enjoyment of the prospective purchasers of lots within the Subdivision and in furtherance of the general purposes for which the Declaration was recorded, hereby amends the Declaration as follows:

1. Sections 4.5(a) Section 4.5(b) of the Declaration are hereby deleted in full and replaced by the following: "(a) those antennas whose installation and use is protected under federal law or regulations (generally, certain antennas under one meter in diameter), provided that an application for such an antenna must be submitted to the Architectural Committee via form application and such application will be approved only if: (i) the antenna is designed to assure the minimal visual instruction possible (i.e., is located in a manner that minimizes visibility from any street, screening not required); (ii) the antenna complies to the maximum extent feasible with the Rules within the confines of applicable federal regulations (i.e., without precluding reception of quality signal, of unreasonably increasing the cost of the antenna); (iii) those antenna dishes shall only be mounted upon any structure upon any Lot upon the Property on the side or back of the structure."

2. Section 4.12 of the Declaration is hereby amended by adding the following language to the end of the first paragraph of said Section 4.12: "As used in this Section: (a) "Motor Vehicle" means car, van, sport utility vehicle, bus, truck, motorcycle, all-terrain vehicle, pick-up truck, or other motor vehicle; (b) "Commercial Vehicle" means car, van, sport utility vehicle, bus, truck, motorcycle, all-terrain vehicle, pick-up truck, or other motor vehicle used for transporting goods or fare-paying passengers; (c) "Street" means each public or private street shown on the

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Plat; and (d) "Sidewalk" means any walk for foot passengers or bike passengers at the side of the street or a road. There shall be no parking of motor vehicles across sidewalks. Legal street parking of motor vehicles shall be permitted. No commercial vehicles shall be placed or parked, or maintained on the Property or on the street. Motor vehicles with signage will not be considered commercial vehicles for the purposes of Section 4.12 of the Declaration.

3. Section 4.13 of the Declaration is deleted in full and replaced by the following: "4.13 Heating, Ventilating, Air Conditioning Units, and Other Equipment: No heating, air conditioning units, evaporative cooling units, or equipment shall be placed, constructed or maintained upon the Property, including, but not limited to, upon the roof or exterior walls of any structure on any part of the Property unless: (a) where such unit or equipment is installed upon the roof of any structure upon the Property, such unit or equipment is fully screened from view from any adjacent Lots by common material (b) approved for specific locations between the Architectural Committee and the Builder; or (c) in all other cases, such unit or equipment is attractively screened or concealed by common material and is not Visible From Neighboring Property, which means of screening or concealment shall (in either case (a) or (b)) be subject to the regulations and approval of the Architectural Committee, including where such unit or equipment is Visible From Neighboring Property solely through a "view fence" or "view corridor."

4. Section 4.14(a) and 4.14(b) of the Declaration is deleted in full and replaced by the following: "(a) such solar collecting panels and devices placed on any Lot are placed, constructed, and maintained so as not to be Visible From Neighboring Property; or (b) any such solar collecting panels and devices placed upon the roof of any structure upon any Lot must follow the contour of the roof. The visual impact of solar panels placed upon the roof of any

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structure of upon any Lot must be minimal and must be mounted to the roof. Solar panels placed upon any roof of any structure upon any Lot cannot be pole mounted. All solar panels placed upon the roof of any structure upon any lot must match the finishing trim, match approved colors, have finished ends, and must be approved by the Architectural Committee and adhere to Architectural Committee rules; or (c) such solar collecting panels and devices placed, constructed, and maintained in such location(s), and not upon the roof of any structure upon any Lot, and with such means of screening or concealment as the Architectural Committee may reasonably deem appropriate to limit, to the extent possible, the visual impact of such solar collecting panels and devices when viewed by a Person six feet (6') tall standing at ground level on adjacent properties. Solar panels mounted upon a roof of any structure upon any Lot on the Property will be governed by *Section 4.14(b)*. The restrictions in this *Section 4.14* shall be subject to any limitations imposed by law."

5. Section 4.17 of the Declaration is deleted in full and replaced by the following: "4.17 Landscaping and Maintenance; Reconstruction: Within ninety (90) days of acquiring a Lot with a Dwelling Unit thereon, each Owner (other than Declarant or any Builder) shall landscape (if not already landscaped) such Lot and any public right-of-way areas (other than sidewalks or bicycle paths) lying between the front, side, or backyard boundaries of such Lot and any adjacent street and, if such Lot has a "view fence", then between the back boundary of such Lot and such view fence, unless the ninety (90) day period is extended by the Architectural Committee upon request, at which point each Owner shall have an extension for any number of days allowed by the Architectural Committee. Each Owner shall submit a landscaping plan to the Architectural Committee for review and approval pursuant to this Declaration. Each Owner shall maintain the landscaping on such Owner's Lot and any public right-of-way areas lying

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between the front or side boundaries of such Lot and an adjacent street and shall keep the land free of debris and weeds at all times and promptly repair portions of the landscaping which have been damaged. Landscaping shall be installed under this Section 4.17 as to be consistent in terms of general appearance and level of care and attention, with other normal completed residential landscaping within the Property and with other residential properties in the vicinity of the Property and in accordance with rules and guidelines established by the Architectural Committee. Each Owner shall maintain the aforementioned landscaping and exterior of the Owner's Dwelling Unit in a neat, clean, and attractive condition consistent in appearance with other properly maintained, improved Lots within the Property. In the event any such landscaping is damaged or disturbed as a result of the installation or maintenance of any utility lines, cables, or conduits for the use or benefit of the Owner of the Lot, then, in that event, such Owner shall promptly repair and restore any damage or disturbance to such landscaping in accordance with the landscape plans previously approved by the Architectural Committee. In the event any Dwelling Unit or other structure is totally or partially damaged or destroyed by fire, Act of God, or any other cause, the Owner shall fully repair the damage and complete reconstruction of the Dwelling Unit or other structure within eighteen (18) months after occurrence of the damage or destruction. The provisions of this Section 4.17 shall not apply to any Lot or Tract owned by Declarant or any Builder."

6. Section 6.7 is hereby added to the Declaration after Section 6.6 of Declaration: "6.7 Unit Committees: Lomas Encantadas is subdivided into unit subdivisions ("Units"), such as Unit 4A, Unit 4B, etc. It is the intent of the Association that a committee be created for each Unit upon the completion of each Unit, or at such other time as the Association, in its sole discretion, may deem appropriate ("Unit Committee"). The purpose of each Unit Committee

is to act as an agent of the Association, and to carry out certain rights, powers and duties of the Association. Each Unit Committee shall be strictly composed of Owners who live within the Unit designated in the name of the Unit Committee. For example, only those who are Owners of Lots within Unit 4A would be eligible for the 4A Unit Committee. The Association delegates to each Unit Committee the Association's duties in the Declaration regarding Article IV Permitted Use and Restrictions, Article V Architectural Control, and Article XI Dispute Resolution. The Association also delegates to each Unit Committee the Association's duties as described in each Unit's subsidiary declarations regarding Site Development requirements and Architectural Design requirements. Any and all actions taken by a Unit Committee shall be in strict conformance with this Declaration. Nothing in this Declaration shall be construed to grant any Unit Committee, or any member of any Unit Committee, any right, power or duty concerning the following: (i) issues involving money or monetary management, (ii) amendment, in any form, of any Declaration or other writing or decision of the Association, (iii) annexing, (iv) binding of Association in any manner, and/or (v) any other right, power or duty not specifically designated to the Unit Committee by the Association. Association retains the right and power, in its sole discretion, to revoke at any time, without notice, the delegated rights, powers and duties of this Section 6.7. Each Unit Committee shall serve solely at the pleasure and discretion of the Association. Each Unit Committee shall indemnify and hold Association, Association's agents, members, and employees harmless from and against any and all losses, costs, damages, claims, or liabilities to persons or property."

7. Section 13.6 is hereby added to the Declaration after Section 13.5.4 of the Declaration: "13.6 Committee Creation: The Association shall have the right and power, to create, in its sole discretion, committees and other groups, and to delegate the exercise of the Association's



rights, powers and duties, as the Association, in its sole discretion, may deem necessary, desirable or convenient.”

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

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

AMREP SOUTHWEST INC.

By: Carey Plant
Carey Plant, Vice President

STATE OF NEW MEXICO)
)
COUNTY OF SANDOVAL)

This instrument was acknowledged before me on November 9th, 2018, by Carey Plant, Vice President of AMREP SOUTHWEST, INC., a New Mexico corporation, on behalf of said corporation.



OFFICIAL SEAL
Alexandra N. Lopez
NOTARY PUBLIC - STATE OF NEW MEXICO

My Commission expires August 16, 2022

Alexandra N. Lopez
NOTARY PUBLIC

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**THIRD AMENDMENT
TO MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LOMAS ENCANTADAS RIO RANCHO, NEW MEXICO**

THIS THIRD AMENDMENT TO DECLARATION is made this 15th day of November, 2022, by **AMREP SOUTHWEST INC.**, a New Mexico corporation (hereinafter the "Declarant").

WHEREAS, the Declarant previously recorded a Master Declaration of Covenants, Conditions and Restrictions for Lomas Encantadas, Rio Rancho, New Mexico on April 28, 2006, in Book 409, Page 21167 of the records of the County Clerk of Sandoval County, New Mexico, and that certain First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Lomas Encantadas Rio Rancho, New Mexico on August 1, 2013, in Book 416, Page 21401 of the records of the County Clerk of Sandoval County, New Mexico, and that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions for Lomas Encantadas Rio Rancho, New Mexico on November 9, 2018, in Book 421, Page 25594 of the records of the County Clerk of Sandoval County, New Mexico (collectively the "Declaration"), which are applicable to the master planned community known as "Lomas Encantadas"; 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. The definitions of “**Class A Member**” and “**Class B Member**” in Article 1 (Definitions) in the Declaration are deleted in full.

5. 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 zoned by the City of Rio Rancho, New Mexico for residential use 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.”

6. 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 approve 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.”

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

“4.33 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.

4.34 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.

4.35 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.”

8. Sections 7.2, 7.2.1 and 7.2.2 of the Declaration are deleted in full and replaced by the following:

“7.2 Right to Vote.

No change in the ownership of a Membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided with satisfactory proof thereof. The vote for each such Membership must be cast as a unit and fractional votes shall not be allowed. Cumulative voting is not permitted. If a Membership is owned by more than one Person or entity and such Owners are unable to agree amongst themselves as to how their vote or votes shall be cast, they shall lose the right to vote on the matter in question. If any Member casts a vote representing a certain Membership, it will thereafter be conclusively presumed for all purposes that such Member was acting with the authority and consent of all other owners of the same Membership unless objection thereto is made at the time the vote is cast. In the event more than one vote is cast for a particular Membership, none of said votes shall be counted and all said votes shall be deemed void.”

9. 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 (as amended by the First, Second and Third Amendments to Master Declaration of Covenants, Conditions and Restrictions for Lomas Encantadas Rio Rancho, New Mexico), the Articles, the Bylaws or the Rules that purport 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.”

10. 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.

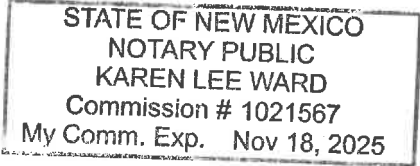
AMREP SOUTHWEST INC.,
a New Mexico corporation

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

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

This instrument was acknowledged before me on November 15, 2022, by Carey A. Plant, Vice President of **AMREP SOUTHWEST INC.**, a New Mexico corporation, on behalf of said company.

Karen Lee Ward
NOTARY PUBLIC





**FOURTH AMENDMENT
TO
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LOMAS ENCANTADAS RIO RANCHO, NEW MEXICO**

THIS FOURTH AMENDMENT TO DECLARATION is made this 17th day of August, 2023, by **AMREP SOUTHWEST INC.**, a New Mexico corporation (hereinafter the "Declarant").

WHEREAS, the Declarant previously recorded a Master Declaration of Covenants, Conditions and Restrictions for Lomas Encantadas, Rio Rancho, New Mexico on April 28, 2006, in Book 409, Page 21167 of the records of the County Clerk of Sandoval County, New Mexico, and that certain First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Lomas Encantadas Rio Rancho, New Mexico on August 1, 2013, in Book 416, Page 21401 of the records of the County Clerk of Sandoval County, New Mexico, and that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions for Lomas Encantadas Rio Rancho, New Mexico on November 9, 2018m in Book 421, Page 25594 of the records of the County Clerk of Sandoval County, New Mexico, and that certain Third Amendment to Master Declaration of Covenants, Conditions and Restrictions For Lomas Encantadas, Rio Rancho, New Mexico recorded on November 16, 2022, in the office of the Sandoval County Clerk at Book 425, Page 30383 as Document No. 2022030383 (collectively the "Declaration"), which are applicable to the master planned community known as "Lomas Encantadas"; and

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

WHEREAS, pursuant to Section 15.2 of Article XV 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 XIII 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:

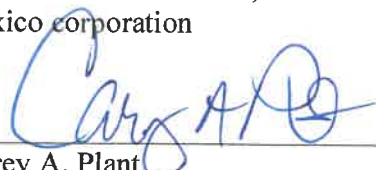
1. The following real property shall become Annexable Property as that term is defined in the Declaration and is added to the end of Exhibit B of the Declaration :

“Tract G, as the same is shown and designated on the Plat entitled “PLAT OF LOMAS ENCANTADAS UNIT 1-G, PHASE 2 SUBDIVISION, BEING TRACT 12-A OF LOMAS ENCANTADAS UNIT 1-G, PHASE 1 SUBDIVISION AND TRACT ‘G’ BEING A REPLAT OF LOTS 20, 21, 22, BLOCK 171 RIO RANCHO ESTATES UNIT TWENTY”, filed in the office of the County Clerk of Sandoval County, New Mexico, on August 7, 2023, in Plat Book 3, Page 5080, as Document No. 2023P02076 (Rio Rancho Estates Book No. 33, Pages 96-98).”

2. 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.

AMREP SOUTHWEST INC.,
a New Mexico corporation

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

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

This instrument was acknowledged before me on August 17, 2023, by Carey A. Plant, Vice President of **AMREP SOUTHWEST INC.**, a New Mexico corporation, on behalf of said company.



NOTARY PUBLIC

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