

**FIRST AMENDMENT TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
HIGH DESERT RESIDENTIAL PROPERTIES**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (“First Amendment”) is made this 21st day of November, 2015, by the High Desert Residential Owners Association, Inc. (the “Association”).

BACKGROUND STATEMENT

The Association recorded the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties on August 18, 2011 at Document #2011074908, and re-recorded said document on June 10, 2014 at Document #2014046053 (the “Amended and Restated Declaration”).

The Association wishes to amend the Amended and Restated Declaration as set forth herein.

NOW, THEREFORE, the Association hereby declares as follows:

AMENDMENT

The Use Restrictions, attached as Exhibit “D” to the Amended and Restated Declaration, are hereby amended and restated in their entirety in the form attached hereto as Exhibit “D”.

CERTIFICATION

The President of the Association hereby certifies that the First Amendment has been approved by the required percentage of the Voting Members and the Board of Directors. The President of the Association further certifies that there are no Eligible Holders of first Mortgages, as those terms are defined in the Declaration.

DATED this 21st day of November, 2015.

High Desert Residential Owners Association, Inc.

By: _____

Name: Thomas L. Murdock

Title: President

Attested to: By: _____

Name: Clay Wright

Its: Secretary

STATE OF NEW MEXICO)
) ss
COUNTY OF _____)

On this _____ day of _____, 201____, before me personally appeared _____, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Public

Notary seal:

STATE OF NEW MEXICO)
) ss
COUNTY OF _____)

On this _____ day of _____, 201____, before me personally appeared _____, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Public

Notary seal:

EXHIBIT "D"

Use Restrictions

(a) General. High Desert shall be used only for single family residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Association consistent with this Declaration and any Supplemental Declaration). Any Supplemental Declaration or additional covenants imposed on the property within any Village may impose stricter standards than those contained in this Article and the Association shall have standing and the power to enforce such standards.

(b) Restricted Activities. The following activities are prohibited within High Desert unless expressly authorized by, and then subject to such conditions as may be imposed by, the Association:

(i) Parking of commercial vehicles, recreational vehicles, mobile homes, boats or other watercraft, or other oversized vehicles, stored vehicles or inoperable vehicles in places other than enclosed garages;

(ii) Capturing, trapping or killing of wildlife within High Desert, except in circumstances posing an imminent threat to the safety of Persons using High Desert and in other circumstances which the Board in its reasonable business judgment determines to be necessary;

(iii) Raising, breeding or keeping of animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets (as determined by the Board) may be permitted in a Unit. However, those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may take action to have the pet removed;

(iv) Activities which materially disturb or destroy the vegetation, wildlife or air quality within High Desert or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

(v) Obstruction, rechanneling, or modification of drainage flows after location and installation of drainage swales, drainage ponds, storm sewers, or storm drains, or modification of such drainage swales, drainage ponds, storm sewers, or storm drains, except that the Association shall have such right;

(vi) Subdivision of a Unit into two or more Units after a subdivision plat including such Unit has been approved and filed with the appropriate governmental authority, or changing the boundary lines of any Unit;

(vii) Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years;

(viii) Rental of a Unit unless it is for a period of six months or greater, and fully complies with the provisions of the Rental Policy and Procedures as approved by the Board of Directors. Rental periods of less than six months must be approved in advance in writing by the Board of Directors;

(ix) Conversion of any carport, garage, attic or other unfinished space, other than a basement, to finished space for use as an apartment or other integral part of the living area on any Unit;

(x) Use of any arroyo trails maintained by the Association for purposes other than walking and non-motorized bicycling;

(xi) Any Business, Trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Unit may conduct Business activities within the Unit so long as: (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the activity conforms to all zoning requirements for the Properties; (c) the activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; and (d) the activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board; and

(xii) Any construction, erection, or placement of ornamentation or other objects or equipment, including any antenna or other device for the transmission or reception of television or radio signals or any non-visible form of electromagnetic radiation, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except as specifically permitted by Section 12.5(c) and except as to antennas or other devices that are of the types and sizes allowed by standards set forth in the Guidelines for Sustainability, as modified from time to time.

(xiii) Construction of wood burning fireplaces or stoves in Units except in compliance with (i) the Guidelines for Sustainability or Rules adopted by the Association, which Guidelines may include limitations on the number of wood burning stoves or fireplaces allowed per Village, and (ii) the High Desert Sector Plan adopted May 3, 1993 by the City Council of the City of Albuquerque, as it may be amended from time to time.