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Anne Brady-Romero Sandoval Cnty Clerk B: 426 P: 726

FIRST AMENDMENT TO

THE PETROGLYPH TRAILS MASTER DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO THE PETROGLYPH TRAILS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("First Amendment") is made this 13th day of January, 2023, by the Petroglyph Trails Property Owners Association, Inc. (the "Association"), a New Mexico nonprofit corporation.

BACKGROUND STATEMENT

The Petroglyph Trails Master Declaration of Covenants, Conditions and Restrictions was recorded on 5/4/2011 as Document No. 2011011037 (the Petroglyph Declaration").

The Association wishes to amend the Petroglyph Declaration as set forth herein.

NOW, THEREFORE, the Association hereby declares as follows:

AMENDMENT

A. Article I, Section 1.9 shall be amended to read as follows:

Section 1.9. "Common Properties" shall mean and refer to the public roadways shown on the Phasing Plan, or on any final Plat of an Area(s) (including such roads that are dedicated to Sandoval County or, if applicable, to the Town of Bernalillo, as public roads) until such time, if any, as the Declarant, or the Association, petitions Sandoval County or the Town of Bernalillo to maintain the public roadways and Sandoval County or the Town of Bernalillo accepts such maintenance, together with such other tracts and Lots as the Association may, at any time or from time to time, acquire by deed from Declarant, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the applicable Plat, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to "the Common Properties in the Subdivision" shall mean and refer to Common Properties as defined respectively in this Declaration. Note: Spider Rock Road is a private road, not owned or maintained by Sandoval County, not owned or maintained by Petroglyph Trails Property Owners Association, and not considered Common Properties.

B. Article III, Section 3.2 shall be amended to read as follows:

Section 3.2. Replatting, Rezoning and Releasing Areas from this Declaration. Declarant has the right in its sole discretion, without the consent or approval of the Owner of any Lot or Area, to final Plat Areas owned by Declarant, to plat or replat the Lots owned by Declarant into a greater number of lots, thereby exceeding the original number of Lots contemplated by the Phasing Plan for Petroglyph Trails, and to revise lot lines and/or remove Lots or Areas from Petroglyph Trails.

Declarant also has the right in its sole discretion without the consent or approval of the Owner of any Lot or Areas, or of the Association, to plat or replat (and rezone as necessary) Lots within the Areas known as Phases 2, 6, 7, 8, 9, 10, 11, 12 and 13, and as depicted on Exhibit A hereto, and/or to designate such Areas for Multi-Family Use, to the extent said Areas and/or Lots are at such time still owned by the Declarant. With respect to any portion of the Property designated for Multi-Family Use, Declarant has the right in its sole discretion, but not the obligation, to bind such designated lots to Multi-Family Covenants to further restrict such lots, consistent with this Declaration or any amendments or supplements hereto; and to create a multi-family architectural control committee, and to form a nonprofit corporation in the form of a multi-family association which would be a Sub-Association to which the Let Owners of the portion of Property designated for Multi-Family Use shall belong.

Likewise, Declarant has the right in its sole discretion without the consent or approval of the Owner of any Lot or Area, or of the Association, to plat or replat (and rezone as necessary) Lots within the Areas known as Phases 2, 12 and 13 and/or to designate such Areas for Commercial/Light Industrial Use or Multi-Family Use, to the extent said Lots or Areas are at such time still owned by the Declarant. With respect to any portion of the Lots or Areas designated for Commercial/Light Industrial Use, Declarant has the right in its sole discretion, but not the obligation, to remove such designated Lots or Areas from the Association and to amend this Declaration to release said Lots or Areas from this Declaration. If Declarant elects not to release such Lots or Areas from this Declaration, a Supplemental Declaration shall be recorded therefore. If Declarant elects to remove such designated Lots or Areas from the Association and release them from this Declaration, Declarant shall record a new declaration of covenants, conditions and restrictions that will bind such Lots or Areas designated for Commercial/Light Industrial Use. Declarant shall, in such event, also have the right, but not the obligation, to create a commercial architectural control committee. Declarant shall further have the right, but not the obligation, to form a nonprofit corporation in the form of a commercial property owners' association to which lot owners of Lots or Areas designated to Commercial/Light Industrial Use would belong.

Further, Declarant has the right in its sole discretion without the consent or approval of the Owner of any Lot or Area, or of the Association, to plat or replat, as applicable, what are currently Lot 77 and Tract A-1 of the Anasazi Meadows subdivision into Area or Phase 6. If Declarant does so, upon the recording of said final Plat or replat said lot and/or tract shall automatically be subject to this Declaration and any amendment or supplements hereto.

With respect to this Section 3 .2, each Owner hereby makes, constitutes and appoints Declarant, with full power of subdivision, as the Owner's lawful attorney-in-fact, with power to

execute, acknowledge, file and record with any governmental authority any appropriate documents for the purpose of effecting the subdivision or resubdivision or designation of any Lot or portion thereof, or any Areas (including but not limited to replatting any Area into a greater number of Lots or revising Lot lines from those shown on Exhibit A hereto, and rezoning the same as necessary, , in accordance with the terms of this Declaration. The foregoing power (i) is coupled with an interest, (ii) is irrevocable, (iii) shall survive the dissolution of or resignation of Declarant, (iv) may be exercised for each Owner individually or by listing all of the Owners and executing any instrument with a single signature as attorney-in-fact for all of them, and (v) shall be binding upon all assignees and successors of each Owner.

C. Article IV, Section 4.8 shall be amended to read as follows:

Section 4.8. Pedestrian Trail Easements and Entryway Easements. To the extent shown on the Plats, there may be certain easements dedicated to pedestrian trails. Such pedestrian trail easements shall be used for pedestrian and non-motorized vehicular use only and such use shall only be within (and not outside of) the trails built on the easements. As well, to the extent as shown on the Plat for Phase 2, there will be an easement for entryway monumentation and landscaping at the entrance of Petroglyph Trails. Declarant has entered into a letter agreement with Anasazi Homeowners Association, Inc. pursuant to which Anasazi Homeowners Association, Inc. is paying the cost from time to time to provide maintenance and repairs associated with the signage, entryway walls and the entryway landscaping, including the cost of watering said landscaping. This Association is committed hereby to paying one half of such maintenance, repair and watering costs beginning one year after the formation of the Association, with Anasazi Homeowners Association, Inc. at that point beginning to pay the other one half of such costs. Any amendment to such agreement will require agreement by both associations and the consent of the Declarant so long as the Declarant owns any Lots or Areas.

D. Article VI, Section 6.4(h)(1) shall be amended to read as follows:

(1) Permitted Lighting. All Fixtures must comply with standards established by the ACC, and must be shielded to minimize Light Pollution. Temporary seasonal decorative lighting may be Unshielded if very low wattage and in compliance with the standards established by the ACC.

E. Article VI, Section 6.17(a) shall be amended to read as follows:

(a) Requirements. Each single-family home supplied by the Water Cooperative shall be individually metered and monitored. Households shall be limited to not more than 600 square feet of turf, and plantings can only be made in areas adjacent to the house. To the extent any Lots are designated for Multi-Family or Commercial/Light Industrial Use, and such Lots are supplied water by the Water Cooperative, such Lots shall also be subject to limitations and metering requirements established by the Water Cooperative. The only water use permitted by Single-Family Residential Lots is: (1) for domestic uses normally associated with a residential use; (2) for recreational uses sponsored by the Association if conducted in compliance with this Declaration; (3) for home occupations if conducted in compliance with this Declaration; (4) for

fire protection; and (5) for the Common Facilities if the Declarant chooses in its sole discretion to establish such facilities.

F. Article VII, Section 7.1 shall be amended to read as follows:

Section 7.1. Animals-Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. Upon written request of any Owner, the ACC shall conclusively determine at its sole discretion, in accordance with its rules whether an animal is a domestic household pet. Upon receiving a complaint, the ACC may refer the Owner(s) to the Sandoval County Animal Control for resolution. Any decision of the ACC in such matters is final, conclusive and shall be enforced as other restrictions contained herein. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large, and all animals shall be kept within an enclosed area which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. The ACC may adopt reasonable regulations designed to minimize damage and disturbance to other Owners and occupants, including waste removal, leash controls, and noise controls. Nothing in this section shall prevent the ACC from requiring removal of any animal that presents an actual threat to the health and safety of Owners or from requiring abatement of any nuisance or unreasonable source of annoyance.

G. Article VII, Section 7.9 shall be amended to read as follows:

Section 7.9. Obnoxious Activities. No nuisance, obnoxious or offensive activities shall be permitted on any Lot, nor shall any rubbish or debris of any kind be placed or permitted to accumulate on or adjacent to any Lot within Petroglyph Trails, and no odors shall be permitted to arise therefrom, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. No rule shall interfere with the activities carried out on within the confines of a property, except that the POA or ACC may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the POA or other Owners, that create a danger to the health or safety of occupants of other Properties, that generate excessive noise or traffic, that create unsightly conditions visible outside the individual Property, or that create an unreasonable source of annoyance. Upon written request of any Owner, the ACC shall conclusively determine at its sole discretion, in accordance with its rules, whether a behavior or activity is in violation of this Section.

H. Article VII, Section 711 shall be amended to read as follows:

Section 7.11. Vehicles and Equipment. No bus, truck larger than one-ton pickup, semi-trailer, tractor, machinery or equipment shall be kept, placed (except during the course of making deliveries for the purpose of loading or unloading), maintained, constructed, reconstructed or

repaired on the Property. No car, truck, motor vehicle or trailer of any type shall be constructed, reconstructed or repaired on the Property in such a manner as will be visible from Neighboring Property. Motor homes, recreational vehicles of any sort or type which are intended to be kept on a Lot by the Owner must be garaged. No motorized vehicle of any kind may be operated in any manner which is dangerous, noisy or with creates a nuisance. Parking any vehicle anywhere on a Lot other than on the improved driveway or in a garage without prior ACC approval is prohibited.

I. Article VII, Section 7.16 shall be amended to read as follows:

Section 7.16. Service Yards and Storage Yards. Any service yard, storage yard, or storage pile shall be located so as not to be Visible From Neighboring Property, dedicated roadways, Common Facilities or Common Property. Any Structure of a permanent nature is to be built with regard to these items and must be included in the Development Plan and approved in writing by the ACC.

J. Article VIII, Section 8.1 shall be amended to read as follows:

Section 8.1. Establishment and Composition. There is an Architectural Control Committee ("ACC"), which consists of no more than seven (7) members, approved by the Board of Directors annually. Members of the ACC shall serve without salary or pay and none of the members shall be required to be an architect or to meet any other particular qualifications for membership.

K. Article VIII, Section 8.2 shall be amended to read as follows:

Section 8.2. Voting and Status of Alternate Members. Except as otherwise provided herein, a vote or written consent of a majority of the members of the ACC at a meeting or otherwise shall constitute the act of the Committee. Notwithstanding the foregoing provisions, the ACC is not authorized to act unless at least a majority of members are present or, in the event action is taken without a meeting, unless a majority consent in writing thereto. A written list of the current members of the ACC, including names and addresses, shall at all times be kept in the Committee's records and shall be available to Owners for review during reasonable business hours.

L. Article VIII, Section 8.3 shall be deleted in its entirety.

M. Article VIII, Section 8.4 shall be amended to read as follows:

Section 8.4. Appointment and Removal. Except as provided below, the right to appoint and remove members of the ACC at any time, with or without cause, shall be, and hereby is vested in the Board of Directors of the Association in accordance with the By-laws of the Association.

N. Article VIII, Section 8.5 shall be amended to read as follows:

Section 8.5. Resignations. Any member of the ACC may resign at any time from the Committee by giving written notice thereof to the Board of Directors of the Association as the situation requires.

O. Article VIII, Section 8.8 shall be amended to read as follows:

Section 8.8. Address. The address of the ACC shall be 1 Ridge Court, Placitas, New Mexico 87043, or such other place as may from time to time be designated by the ACC by written instrument recorded in the real estate records of Sandoval County, New Mexico, and the last instrument so recorded shall be deemed the Committee's proper address.

P. Article VIII, Section 10.8 shall be amended to read as follows:

Section 10.8. Effect of Non-Payment. If any assessment, charge, fine or fee owed to the Association or the ACC is not paid within thirty (30) days from the due date thereof, the same shall bear interest from the due date until paid at eighteen percent (18%) per annum, and, if placed in the hands of an attorney for collection or if suit is brought thereon or if collected through probate or other judicial proceedings including but not limited to foreclosure, there shall be paid to the Association or the ACC, as applicable, an additional cost of preparing and filing the complaint in such action and the cost of prosecuting such action including reasonable attorneys' fees and costs, and if a judgment is obtained, such judgment shall include interest at the rate provided herein and reasonable attorneys' fees, together with the costs of action. The Association or the ACC, as a common expense of all Members, may institute and maintain an action at law or in equity against any defaulting Member to enforce collection and/or for foreclosure of the liens against the Owner's Lot. All such actions may be instituted and brought in the name of the Association or the ACC, as appropriate, and may be maintained and prosecuted in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property.

The President of the Association hereby certifies that the First Amendment to the Petroglyph Trails Master Declaration of Covenants, Conditions and Restrictions has been approved by fifty-one percent (51%) of Owners of the Association, as defined in Article 1, Section 1.30 of the Declaration, and as required by Article 11, Section 11.5 of the Declaration. Furthermore, the President of the Association hereby certifies that the Association, as successor to all of the Declarant rights, has approved said Amendment.

Dated this 13th day of January, 2023.

Petroglyph Trails Property Owners Association, Inc.
A New Mexico nonprofit corporation

By: _____

Name: Suzan Sherburn

Title: President

Attested to: By: _____

Name: Wendy Stout

Its: Secretary

STATE OF NEW MEXICO
COUNTY OF SANDOVAL

This instrument was acknowledged before me on this 13 day of January 2023 by Brenda Lee Little, President of Petroglyph Trails Property Owners Association, Inc., a New Mexico nonprofit corporation on behalf of said New Mexico nonprofit corporation.

BRENDA LEE LITTLE
Notary Public - State of New Mexico
Commission # 1139192
My Comm. Expires Nov 18, 2026

Notary Public
My commission expires: Nov. 18, 2026