

When Recorded, Return To:



Berens Blonstein PLC  
7033 E Greenway Parkway, Suite 210  
Scottsdale, Arizona 85254  
Attention: Matthew R. Berens, Esq.

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SCOTTISH ISLE SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SCOTTISH ISLE SUBDIVISION (this “**Amendment**”) is made as of this 12<sup>th</sup> day of August 2026 by ENCLAVE SCOTTISH ISLE, LLC, a Delaware limited liability company (“**Declarant**”).

**RECITALS**

A. The Declaration of Covenants, Conditions and Restrictions for Scottish Isle Subdivision was recorded on December 12, 2024, as Instrument No. 2024027263 with the County Clerk of Sandoval County, New Mexico (“**Declaration**”), with respect to the property described on Exhibit A attached hereto. Capitalized terms not otherwise defined in this Amendment shall have the meaning given such terms in the Declaration.

B. Declarant hereunder is the Declarant under the Declaration.

C. Pursuant to Section 14.2(a)(iii) of the Declaration, Declarant may unilaterally amend the Declaration to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Homes Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots as long as such amendment does not adversely affect title to any Lot.

D. Declarant desires to amend the Declaration for the foregoing purpose and such amendment will not adversely affect title to any Lot.

**NOW, THEREFORE**, in consideration of the foregoing, the Declaration is amended as follows:

**AMENDMENT**

1. **Access Gates**. The definition of “Access Gates” in Article I of the Declaration is hereby deleted in its entirety, and all references to the term “Access Gates” in the Declaration are hereby deleted in their entirety.

2. **Areas of Association Responsibility**. The definition of “Areas of Association Responsibility” in Article I of the Declaration is hereby deleted in its entirety and the following inserted therefor:

“Areas of Association Responsibility”: means: (a) all Common Area at the front of each Lot between the back of curb of the public street and the sidewalks in front of such Lot (the “Lot Front Area”); (b) all land, and the Improvements situated thereon, located within the boundaries of a Lot or a public right-of-way which the Association is obligated to maintain, repair and replace pursuant to the terms of this Declaration, a Supplemental Declaration, or other recorded document executed by the Declarant or the Association; and (c) all land or right-of-way easements which are dedicated to the public, the City or any other governmental body or agency, but which the City or other governmental body or agency requires to be maintained by the Association, or the Association has agreed to maintain with the approval of the governmental body or agency.

3. **Private Streets**. The definition of “Private Streets” in Article I of the Declaration is hereby deleted in its entirety, and all references to the term “Private Streets” in the Declaration are hereby deleted in their entirety.

4. **Real Estate Records**. The definition of “Real Estate Records: in Article I of the Declaration is hereby deleted in its entirety and the following inserted therefor:

“Real Estate Records”: The real estate records of the County Clerk of Sandoval County, New Mexico.

5. **Common Area**. Section 2.1(e) of the Declaration is hereby deleted in its entirety and the following inserted therefor:

(e) Declarant, without the approval of the Association, shall have the right to withdraw all or any portion of the Common Area and require the Association to convey same to the City of Rio Rancho, the County of Sandoval or any other governmental entity, or to transfer from the Association the maintenance obligation for all or any portion of the Common Area; and

6. **Dedication of Common Area**. Section 4.7 of the Declaration is hereby deleted in its entirety and the following inserted therefor:

4.7 Dedication of Common Area. The Association, or Declarant, may dedicate portions of the Common Area to Sandoval County, New Mexico the City of Rio Rancho, New Mexico, or to any other local state or federal governmental or quasi-governmental entity.

7. **Access Gates**. Section 5.4 of the Declaration is hereby deleted in its entirety.

8. **Rights to Access Additional Property by Private Streets**. Section 7.6 of the Declaration is hereby deleted in its entirety.

9. **Restricted Activities**. Section 10.2(b)(xvi) of the Declaration is hereby deleted in its entirety and the following inserted therefor:

(xvi) As used in the Section, "Motor Vehicle" means a car, van, sport utility vehicle, bus, truck, recreational vehicle, motor home, motorcycle, all-terrain vehicle, utility vehicle, pickup truck or other motor vehicle. No Motor Vehicle which exceeds eight feet (8') in height or exceeds twenty-two (22') in length which is designed or used for carrying merchandise, supplies or equipment for commercial purposes such as ladder racks, or which includes advertisement accessories or signs of any kind, such as vehicle roof top signs, shall be parked on a Lot or on a public street or other parts of the Common Area except for: (a) the temporary parking on a public street or a driveway situated on a Lot of the Motor Vehicles of contractors, subcontractors, suppliers or vendors of an Owner, Lessee, or resident of the Lot, (b) the parking for not more than seventy-two (72) hours within any thirty (30) day period of recreational vehicles, motor homes or similar vehicles owned or leased by an Owner, Lessee or resident of the Lot on a public street or on a driveway situated on a Lot for the purpose of loading, unloading or cleaning, subject to such limitations as may be established by the Board; (c) the parking of a Motor Vehicle which displays in a simple manner on the exterior of the Motor Vehicle any business name, logo, sign or other commercial information and which is owned or leased by the Owner, Lessee or resident of the Lot in a driveway or in a garage situated on the Lot; (d) the parking of police vehicles or other public safety vehicles; and (e) the parking on the public streets or the Common Area of Motor Vehicles of contractors, subcontractors, suppliers or vendors of the Association.

(A) It is the intent of this Section to limit parking on the public streets. No Motor Vehicle owned or leased by an Owner, Lessee or resident of Lot may be parked on the public streets if space for the parking of Motor Vehicles is available in any of the following areas: (a) the garage or carport situated on the Lots of the Owner, Lessee or resident of the Lot; (b) the driveway on the Lot constructed as part of the initial construction of Improvements on the Lot by the Declarant; or (c) a driveway expansion constructed on the Lot with the approval of the Design Review Committee.

(B) Except for emergency repairs, no Motor Vehicle shall be constructed, reconstructed or repaired on the public streets or any other part of the Common Area.

(C) The terms "business" and "trade" as used in this provision, shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (A) such activity is engaged in full or part-time; (B) such activity is intended to or does generate a profit, or (C) a license is required.

(D) This Subsection shall not apply to development or sales activities by Declarant or a Builder.

(E) The leasing of a Lot shall not be considered a business or trade within the meaning of this Section. "Leasing" is defined as regular, exclusive occupancy of a Lot by any person, other than the Owner for which the Owner receives any consideration. The leasing of a Lot is further limited as provided below.

10. **Full Force and Effect.** In the event of any conflict or inconsistency between the terms of this Amendment and the Declaration, the terms of this Amendment shall govern and control. Except as expressly set forth herein, the terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has caused this Amendment to be executed as of the date first written above.

**DECLARANT:**

**ENCLAVE SCOTISH ISLE, LLC,**  
a Delaware limited liability company

By: [Signature]  
Name: BRIAN P. MCCARTHY  
Title: MANAGER

STATE OF NEW MEXICO            )  
                                                  )ss.  
COUNTY OF BERNALILLO        )

The instrument was acknowledged before me on August 12, 2026, by Brian McCarthy,  
the manager of Enclave Scottish Isle, LLC, a Delaware limited liability company,  
on behalf of said company.

My Commission Expires: 3/4/2028

[Signature]  
NOTARY PUBLIC

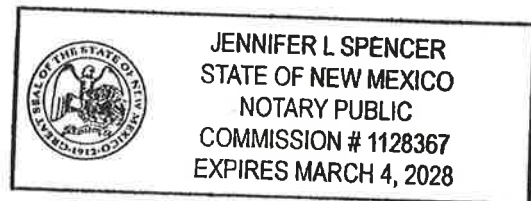


Exhibit A

Property

All Lots and Tracts of “Scottish Isle, A Replat of a Portion of Block 45, Unit Thirteen”, according to the plat recorded November 20, 2024, as Document No. 2024P02319, in the office of the Sandoval County Clerk.