

Sandia Heights Homeowners Association Assignments (6)

Sandia Peak Tram Company assigned the rights and duties to enforce the unit covenants to the Sandia Heights Homeowners Association and Sandia Heights Architectural Control Committee. The assignment documents are recorded in Bernalillo County.

(1) Most units are from the Sandia Peak Tram Company Assignment, which states the following. Recorded 02/27/1995.

*"IT IS THEREFORE AGREED that **Sandia Peak Tram Company** hereby assigns to Sandia Heights Homeowners Association and Sandia Heights Architectural Control Committee the rights and duties to enforce the Covenants on the following subdivisions:*

*Sandia Heights Addition, Lots 1-40 (North 0); Sandia Heights North (North 1), Units 2 and 3 (North 2 and 3); Sandia Heights South (South 1); Sandia Heights South, Units 2, 3, 4, 5, and 6; Sandia Heights South, Unit 7 including Sandia Haciendas Subdivision Units 1 and 2, **Cedar Hills** Subdivision and Cedar Canyon Subdivision; Sandia Heights South, Unit 8C; Sandia Heights South, Units 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 23, 24, 25, 27A (Unit 27), 27B, 27C, 28A (Unit 28), 28B, and 28C.*

What is missing from the 1995 Assignment document is the following.

South Units 21, 26, Hawks Landing and North Tramway Estates.

There is no Unit 13 nor Unit 22.

(2) **Unit 26** is Sandia Colony Subdivision. Recorded 02/01/2001.

*For valuable consideration, receipt of which is acknowledged, We, the Grantors for the **Sandia Colony Homeowners Association, and the Architectural Control Committee of Sandia Colony Subdivision**, collectively, do hereby assign to the Board of Directors of Sandia Heights Homeowners Association, Inc., (the Assignees), whose address is P.O. Box 20021, Albuquerque, NM, 87154, all our rights and obligations in and to the administration and enforcement of the Declaration of Protective Covenants and Restrictions of Sandia Colony Subdivision, Bernalillo County, New Mexico, which covenants are dated November 22, 1995, recorded November 27, 1995, ...*

(3) **Unit 8C** is Quail Ridge, developer was Morgan Real Estate & Development Inc. Recorded 04/21/2005.

IT IS HEREBY AGREED that Morgan Real Estate & Development Inc. hereby assigns to Sandia Heights Homeowners Association and Sandia Heights Architectural Control Committee and the Covenant Support Committee the rights and duties to enforce the Covenants ...

(4) **Unit 21** is Willow Bend, developer was Centex Homes. Recorded 10/04/2014.

*WHEREAS, on this 4th day of Sept. 2014 **Centex Homes**, the Grantor for the Willow Bend Subdivision, the Willow Bend Architectural Control Committee, and the Willow Bend Homeowners Association (collectively, the "Grantor"), formally assigns to Sandia Heights Homeowners Association ("SHHA"), SHHA's Architectural Control Committee ("SHHA's ACC"), and SHHA's Covenant Support Committee ("SHHA's CSC"), (collectively, the "Assignees") all Grantor's rights and obligations in and to the administration and enforcement of the Covenants, effective on this same date, which assignment is effective for the Willow Bend Subdivision, Unit 21 of Sandia Heights South, as further set forth below; ...*

(5) **Hawks Landing**. Recorded 10/01/2019.

Effective this 30th day of September, 2019, and for valuable consideration, receipt of which is acknowledged, We, the undersigned Declarants for Hawks Landing (the "Assignors"), do hereby assign to the Sandia Heights Homeowners Association ("SHHA" and their designees, whose mailing address is 2 San Rafael Ave NE, Suite B, Albuquerque, NM 87122, certain rights and obligations in and to the administration and enforcement of covenants for Hawks Landing, as having been placed on file with Bernalillo County, New Mexico, and as defined below.

This assignment of rights and obligations shall include, subject to further mutual amendment(s) of this Assignment as necessary and in conjunction with the provisions of Article 4.1: (i) the administration and enforcement of Articles 5.21 through 5.48 of the Declaration of Covenants, Conditions and Restrictions for Hawks Landing recorded on September 18, 2019 in the records of Bernalillo County as Document No. 2019079317 (the "CC&Rs"); (ii) the administration and enforcement of any new covenant restrictions under those Articles that may be added by future amendment of the CC&Rs; and (iii) the administration

and enforcement of any Rules and Regulations approved by the Board of the Hawks Landing Community Association (together, "SHHA's Authority") and which relate to, or include the provisions contained in Article 5. SHHA shall have the right to impose any and all enforcement actions and sanctions granted by the CC&Rs in connection with SHHA's Authority. Notwithstanding the forgoing, SHHA shall not have authority or responsibility under this assignment for the Common Areas or Architectural Control for Hawks Landing as described in Articles 3 and 4 of the CC&Rs.

(6) **North Tramway Estates** Recorded 02/21/2022.

We, the Board of Directors for the North Tramway Estates Homeowners Association (the "Assignors"), do hereby assign to the Board of Directors of Sandia Heights Homeowners Association (*SHHA*), whose address is 12700 San Rafael Ave NE, Suite 3, Albuquerque, NM 87122, certain rights and obligations in and to the **administration and enforcement of architectural control** for North Tramway Estates as defined below and certain rights and obligations in and to the **administration and enforcement of covenants of North Tramway states as defined below** (the "Assignment").

This Assignment of rights and obligations shall include: (1) **the administration and enforcement of Articles 4.1 through 4.11 and Articles 5.1 through 5.38 of the Declaration of Covenants, Conditions and Restrictions** for North Tramway Estates recorded on May 11, 2015 in the records of Bernalillo County as Document No. 2015039105 (the "CC&R's") and (ii) **the administration and enforcement of any now covenant restrictions in Articles 4 and 5 that may be added by future amendment of the CC&R's (together, "SHHA's Authority"). SHHA shall have the right to impose any and all enforcement actions and sanctions granted by the CC&R's in connection with SHHA's Authority.** SHHA shall not have authority or responsibility for the Common Areas of North Tramway Estates described in Article 3 of the CC&R's.