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DECLARATION OF COVENANTS      Deputy: Edward Kriner  
Amanda López Askin, County Clerk, Dona Ana, NM



Dona Ana Title Co., Inc.  
GF # ACC112C

# Paseo Village

# Homeowners Association

## Declaration of Covenants, Conditions and Restrictions and By-Laws

PVHA, Inc.  
P.O.Box 466 Santa Teresa, NM 88008-4666  
5290 McNutt Rd., Ste., 201-466 Santa Teresa, NM 88008



# **Paseo Village**

# **Homeowners Association**

Declaration of  
Covenants, Conditions and Restrictions  
and  
By-Laws

PVHA, Inc.  
P.O.Box 466 Santa Teresa, NM 88008-4666  
5290 McNutt Rd., Ste., 201-466 Santa Teresa, NM 88008



# **Paseo Village HOA**

## **Declaration of Covenants, Conditions and Restrictions**

Note: This Declaration, due to illegibility of the originals, was re-typed by Kraig Carpenter PVHA President on 03/18/2022 using a few different original copies. This document represents the First Amended Declaration dated 08/12/1979. A provision adding guard service was added on August 12<sup>th</sup>, 1979, by a vote of the membership with over 90% of the members approving. The originals are available on the PaseoVillage.org website.

**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SANTA TERESA PASEO HOMEOWNER'S ASSOCIATION**

**THIS DECLARATION**, made on the date hereinafter set forth by Lambert and Winton, Inc, a New Mexico Corporation, and Santa Teresa Developers, hereinafter referred to as "Declarant."

**WITNESSETH:**

Whereas Declarant is the owner of certain property in Santa Teresa Subdivision, County of Dona Ana, State of New Mexico, which is more particularly described as:

A parcel of land situated within the Santa Teresa Grant, Section 21, T28S, R3E, N.M.P.M., Dona Ana County, New Mexico and is more particularly described by metes and bounds survey as follows:

Beginning at the Southeast corner of the parcel herein described, whence meander corner No. 5 on the Westerly Boundary of the Santa Teresa Grant, Bears S39 (degrees) 36' 01"W, a distance of 2328.86'; thence N67 (degrees) 34' 35"W, a distance of 493.00'; thence N22 (degrees) 25' 25"E, a distance of 273.21'; thence N03 (degrees) 26'36"W, a distance of 675.96'; thence S86 (degrees) 33' 24"E, a distance of 283.66' thence S89 (degrees) 12'55"E, a distance of 573.05'; thence S22 (degrees) 25'25"W, 1216.53' to the point of beginning and containing 15.203 acres more or less and otherwise described as all of Unit No. 3A of the Santa Teresa Subdivision as shown on the official recorded plat Recorded in Plat Records No. 841.

**NOW THEREFORE**, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

**Section 1.** "Association" shall mean and refer to Santa Teresa's Paseo Homeowners Association, its successors and assigns.

**Section 2.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 3.** "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of this Association.

**Section 4.** "Common Area" shall mean all real property (including the improvements thereto owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

A parcel of land situated in the Santa Teresa Grant T28S, R3E, N.M.P.M., Dona Ana County, New Mexico, and being more particularly described by metes and bounds survey as follows:

Beginning at the most Southerly corner of parcel herein described whence Meander Corner No. 5 on the Westerly boundary of Santa Teresa Grant bears S29 (degrees) 52'33"W a distance of 2758.33 feet; thence

N03 (degrees) 26'36"W, a distance of 383.98 feet, thence

N86 (degrees) 33'24"E, a distance of 28.13 feet; thence

S89 (degrees) 12'55"E, a distance of 152.99 feet; thence

S22 (degrees) 25'25"W, a distance of 414.19 feet to the point of beginning and containing 0.80015 acres more or less.

**Section 5.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

**Section 6.** "Declarant" shall mean and refer to Lambert and Winton, Inc, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## **ARTICLE II PROPERTY RIGHTS**

**Section 1. Owners' Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class members has been recorded.

**Section 2. Delegation of Use.** Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

## **ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

**Section 1.** Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2.** The Association shall have two classes of voting membership:

**Class A.** Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall

be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1981.

#### **ARTICLE IV** **COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, guard service and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the properties.

**Section 3. Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be Three Hundred dollars (\$300.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount less than, but not in excess of, the maximum.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under 3 and 4 shall be sent to all members

not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, or 30% of all votes of each class of membership. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

**Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the property. No owner may waive or otherwise escape liability for the assessments provided for herein my non-use of the Common Area or abandonment of his Lot.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: Replacement and care of trees, shrubs, grass and sprinkler systems which are located outside of the fenced area on each lot. The Association shall have the right to install and maintain an underground water sprinkler system and any and other similar devices for maintenance of the landscaping and the Association shall have an easement to enter upon the property of any lot owner for the purpose of always maintaining the landscaping or the water sprinkler necessary and/or convenient.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot need such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

**ARTICLE VI**  
**ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

**ARTICLE VII**  
**USE RESTRICTIONS**

The use of each and every unit is hereby restricted as follows:

- (a) Each unit shall be used only as a single-family dwelling to be occupied by its owner and his family and guests or by tenants or subtenants of the owner and the guest of such tenants or subtenants. All such use shall be subject to the provisions of this Declaration, the Articles and By-Laws and of any regulations lawfully adopted from time to time.
- (b) Non-operable, derelict, or abandoned vehicles, conveyances shall be deemed unsightly nuisances and shall not be permitted to remain within the property. All two- or three-wheel motorized vehicles, dune buggies, and cycles, shall not be permitted to operate within the property or and streets of any subdivision of Santa Teresa.
- (c) No animals, livestock or poultry of any kind shall be raised, bred or kept upon or with any dwelling, except that dogs, cats and other household pets may be kept subject to the rules therefore established from time to time by the Association.
- (d) No advertising signs, billboards, or unsightly appearances or nuisances shall be erected, placed or permitted to remain on any lot. The board of Directors at each annual meeting may elect, for a period not to exceed 12 months, to permit a for sale sign of not more than five square feet to be erected on a lot. Permission to allow for sale signs will expire each year on the date of the annual meeting. No business activities of any kind shall be conducted in or on any Lot; provided, however, that the covenants contained in this paragraph shall not apply to the business activities, construction, advertising, signs or billboards of the Declarant or its agents or employees during the construction and sale period of Lots, or to the Association in the furtherance of its powers and purposes as set forth in this Declaration or by the Articles or By-Laws.
- (e) No boats, campers, trailers or snowmobiles shall be stored or parked on any portion of a lot which is visible or parked on any portion of the common area for a period longer than twenty-four (24) hours without the prior written consent of and in the location specified by the Directors of the Association.
- (f) Entities supplying gas, electricity, telephone, water, sewer, solid waste disposal, television cable, and other similar services to the property are hereby granted and given rights of way over, across and through all the Project Property, for the installation, maintenance, repair and replacement of any and all facilities necessary to the furnishing of their services. However, any specific entity, having once installed in, on, across, over or through any of the project area those initial facilities necessary to provide the project property or any part thereof the service or services furnished by it, shall be responsible for the reasonable restoration to the condition thereof immediately theretofore existing of those areas and/or improvements damaged or



destroyed in the maintenance, repair or replacement of those facilities; provided, however, that trees, shrubs and other growing plants, where the continuing growth thereof interferes with the operation, maintenance, repair and replacement of any such facilities, may, from time to time, be trimmed back without the entities or facilities affected thereby assuming any liability for such actions. Likewise, a specific easement and right of way is granted in and to the entire area of the project as needed by any governmental unit or any other entity or person which may need to come upon any property delineated by the property perimeter for preservation or maintenance of health, safety, and the prevention of destruction of structures. It being specifically intended that such right of way and easement shall be and is hereby granted for law enforcement officials, whether local, state or national, fire department officials, health officials and other similar officials, together with any vehicles normally used by such officials.

**ARTICLE VIII**  
**GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners. Any amendment must be recorded.

**Section 4. Annexation.** Additional land within the area described in Deed Book 234, Page 169 of the land records of Dona Ana County, New Mexico may be annexed by the Declarant without the consent of the members within 5 years of the date of this instrument.

**IN WITNESS WHEREOF**, the undersigned, being the Declarant herein has hereunto set its hand and seal this 14<sup>th</sup> day of December 1976.

LAMBERT AND WINTON, INC.  
Declarant  
Andy J. Winton  
Attested  
Charles Rutledge, Asst. Secretary

STATE OF NEW MEXICO  
COUNTY OF CURRY

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December 1976, by Andy J. Winton, President of Lambert & Winton, Inc., a New Mexico Corporation on behalf of said corporation.  
Signed Notary: Velma L Begeh

SANTA TERESA DEVELOPERS  
Declarant  
By: Charles Rutledge, Attorney at Fact

STATE OF NEW MEXICO  
COUNTY OF DONA ANA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December 1976, by Charles Rutledge, who executed the foregoing instrument on behalf of Santa Teresa Developers.

State of N. Mex., Co. of Dona Ana RECEPTION NO. 10204. I hereby certify that this instrument was filed for record and duly recorded on December 16, 1976. Dona Ana County Clerk.

Signed Notary: Can't read the signature.

Filed in Dona Ana County Clerk  
1979 December 16<sup>th</sup> PM 4:36

**AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SANTA TERESA PASEO VILLAGE, UNIT 3A  
DONA ANA COUNTY, NEW MEXICO**

**STATE OF NEW MEXICO**

**KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF DONA ANA**

The undersigned, being the owners of 90%, or more, of the lots located in Santa Teresa Paseo Village, which is more particularly described below, pursuant to the Declaration of Covenants, Conditions and Restrictions recorded in Book 118, Pages 122 through 131, of the Miscellaneous Records of Dona Ana County, New Mexico, hereby amend said Declaration of Covenants, Conditions and Restrictions by adding thereto the attached provision concerning guard service, all upon the following described property:

A parcel of land situated within the Santa Teresa Grant, Section 21, T28S, R3E, N.M.P.M., Dona Ana County, New Mexico and is more particularly described by metes and bounds survey as follows:

Beginning at the Southeast corner of the parcel herein described, whence meander corner No. 5 on the Westerly Boundary of the Santa Teresa Grant, Bears S39 (degrees) 36'01"W, a distance of 2328.86'; thence N67 (degrees) 34'35"W, a distance of 493.00'; thence N22 (degrees) 25'125"E, a distance of 273.21'; thence N03 (degrees) 26'36"W, a distance of 675.96'; thence S86 (degrees) 33'124"E, a distance of 283.66' thence S89 (degrees) 12'55"E, a distance of 573.05'; thence S22 (degrees) 25'25"W, 1216.53' to the point of beginning and containing 15.203 acres more or less and otherwise described as all of Unit No. 3A of the Santa Teresa Subdivision as shown on the official recorded plat Recorded in Plat Records No. 841.

Said Declaration of Covenants, Conditions and Restrictions are hereby incorporated herein for all purposes and this provision shall be effective as a part of said Declaration of Covenants, Conditions and Restrictions as if originally a part thereof.

PETITION FOR AMENDMENT TO COVENANTS, unit 3A (aka Paseo Village), Santa Teresa subdivision of Dona Ana County, New Mexico

Guard Service: Presently and until such time as Santa Teresa is incorporated into a village, city or town or other entity in accordance with the laws of the State of New Mexico. Santa Teresa Company on behalf of all property owners of Santa Teresa Unit 3A, does and shall continue to provide for areas designated by Santa Teresa Company, a private guard services to assist the official law enforcement agencies in fulfilling

their responsibilities to the residents of Santa Teresa. Santa Teresa Company may do so by contracting with a company in the business of providing guard service.

The cost of the guard service shall be allocated equally among the unit owners in designated areas by the payment of each lot owner of a monthly assessment of not more than \$10.00 during the period from filing thereof until December 31<sup>st</sup>, 1979, at which time the assessment may be increased and increased annually thereafter. Each such increase shall be in the same proportion that the national cost-of-living index has increased for the preceding year. Santa Teresa Company shall apply all such assessments to the payment of current charges of guard services and shall not recover its costs for providing guard service to the date of recording thereof,

Further, Santa Teresa Company shall pay the deficit, if any, excess assessments collected and the cost of providing for guard services. Any excess shall be proportionately credited to the monthly assessment for the year following the realization of any such excess. Santa Teresa Company may delegate to the Architectural Review Committee the authority to collect the assessments.

Unit 3A of Santa Teresa Subdivision is hereby declared to be a designated area for the purposes of guard service.

The undersigned owners of property indicated adjacent to their name do hereby intend this to be an amendment of the Restrictive Covenants of record in Dona Ana County, New Mexico.

Signed on August 12, 1979, by all lot owners as shown in the original copy filed in Dona Ana County, New Mexico.



# **Paseo Village HOA**

## **By-Laws**

**SECOND AMENDED BY-LAWS**  
**Of**  
**SANTA TERESA PASEO HOME OWNERS ASSOCIATION, INC.**  
**a.k.a Paseo Village Homeowners Association (PVHA)**

**PREAMBLE**

The following By-Laws shall apply to the Santa Teresa Paseo Homeowners Association, Inc., hereafter called PVHA or Association, a Nonprofit Corporation organized and operated under the applicable laws of the State of New Mexico and to all present and future owners of property within the Association. The Association, is governed by the Declaration of Covenants, Conditions and Restrictions, the By-Laws and any Rules and Regulations for Santa Teresa Paseo Homeowners Association, Inc. No by-law or rule may be made which contradicts the Declaration. The Association shall only recognize Robert's Rules of Order (as maintained and updated by the Robert's Rules Association, Inc. and found at (<http://www.robertsrules.com>)) as the official reference and authority used for conducting the business of the Association.

**ARTICLE I**  
**DEFINITIONS**

**Section 1.1 “Declarant”** shall mean and refer to Lambert and Winton, Inc. its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant of the purpose of development.

**Section 1.2 “Declaration”** shall mean and refer to these deeded Covenants, Conditions and Restrictions.

**Section 1.3 “Association”** shall mean and refer to Santa Teresa Paseo Home Owners Association, Inc. a.k.a. Paseo Village Homeowners Association (PVHA) its successors and assigns.

**Section 1.4 “Board of Directors” or “The Board”** is the executive committee that jointly supervise the activities of the organization and refers to the five voting members serving a one-year term on behalf of all the owners.

**Section 1.5 “Officer”** shall mean a member having a position of authority in the Association, but not a Director.

**Section 1.6 “Owner”** shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 1.7 “Membership”** shall mean and refer to the entire number of lot owners in good standing or not.

**Section 1.8 “Quorum”** shall mean and refer to the minimum number of members of the membership that must be present at any of its meetings to make the proceedings of that meeting valid. Quorums do not require members to be in good standing.

**Section 1.9 “Voting”** shall mean in person, absentee or proxy; with or without paper ballots and/or electronically. Votes cast by proxy and by absentee ballot are valid for the purpose of establishing a quorum. Per NM 47-16-9

**Section 1.10 “Family”** means a single-family unit related by blood, adoption, marriage, or legal custody.

**Section 1.11 “Resident(s)”** shall mean and refer to any occupant(s) of a Lot owned or otherwise.

**Section 1.12 “Tenant(s)”** shall mean and refer to the legal occupant of a Lot rented from an owner.

**Section 1.13 “Written”** shall mean any communication electronic or paper.

**Section 1.14 “Good Standing”** shall mean a member has fully paid all assessments and is fully compliant with any rules and regulations promulgated by the association. No monthly assessment shall be considered past due, or subject to fines and penalties, until the first day of the next month’s assessment. Members are considered in good standing if the previous months assessment is paid in full even if the current months assessment is not yet paid.

**Section 1.15 “Lot”** shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

**Section 1.16 “Properties”** shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of this Association.

**Section 1.17 “Open Space”** shall mean all private real property (improved or unimproved) thereto not owned by the Association and located outside of the fenced area on each private lot by the owner. Open space is private property and thus, for viewing only and unavailable for common use of the membership, except with permission of the owner and the Association for maintenance.

**Section 1.18 “Common Area”** shall mean all real property (improved or unimproved) thereto owned by the Association for the common use and enjoyment of the membership. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

A parcel of land situated in the Santa Teresa Grant T28S, R3E, N.M.P.M., Dona Ana County, New Mexico, and being more particularly described by metes and bounds survey as follows:

Beginning at the most Southerly corner of parcel herein described whence Meander Corner No. 5 on the Westerly boundary of Santa Teresa Grant bears S29 (degrees) 52!33”W a distance of 2758.33 feet; thence N03 (degrees) 26!36”W, a distance of 383.98 feet, thence N86 (degrees) 33!24”E, a distance of 28.13 feet; thence S89 (degrees) 12!55”E, a distance of 152,99 feet; thence S22 (degrees) 25!25”W, a distance of 414.19 feet to the point of beginning and containing 0.80015 acres more or less.

## ARTICLE II OFFICE

**Section 2.1 Principal Office.** The principal office of the corporation in the State of New Mexico shall be located as indicated in the New Mexico Secretary of State’s records. The address of this association is: Paseo Village Homeowners Association, Inc., PO Box 466, Santa Teresa, New Mexico 88008. The Association maintains a website at: [www.paseovillage.org](http://www.paseovillage.org)

**Section 2.2 Registered Office and Registered Agent.** The corporation shall have and continuously maintain in the State of New Mexico a registered office and a registered agent, as required by law. The registered office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board of Directors.

## ARTICLE III MEMBERSHIP AND VOTING

**Section 3.1. Qualifications for Membership.** Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership, all as provided for in the Declaration. Whenever the legal ownership of any lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, however, the Association must be notified in writing so that it can update its records. A transfer fee may be assessed for the transfer of membership in the Association, as set from time to time by the Board of Directors. The transfer shall be an amount that does not exceed what is provided for under New Mexico Law. Transfer of an interest in the Association will not affect or change any existing or accrued obligations, and such new interest holder will not be personally liable for such obligations unless otherwise specified in the Declaration and By-Laws or assumed by new interest holders in writing.

**Section 3.2. Voting.** The right to vote shall be as stated in Article III of the Declaration.

**Section 3.3 Inspection of Records.** The books, records and papers of the Association shall always, during regular business hours and upon reasonable advance notice, be subject to inspection by any Member. The Articles of Incorporation, this Declaration, By-Laws and of any Rules and Regulations lawfully adopted from time to time shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reproduction cost in an amount that does not exceed that provided for under New Mexico law.

#### **ARTICLE IV MEMBERSHIP AND MEETINGS**

**Section 4.1 Meetings in General.** All members shall have the right to attend and speak at all open meetings, but the board may place reasonable time restrictions on those persons speaking. If members have specific subjects to bring before the board, notice must be given to the Secretary in advance of the meeting so the subject may be placed on an agenda. Any portion of a meeting may be closed only if that portion is limited to consideration of: (1) legal advice from an attorney for the board or association; (2) pending or contemplated litigation; or (3) personal, health or financial information about an individual member of the association, an individual employee of the association or an individual contractor for the association. Members are not Directors and cannot vote at Board Meetings.

**Section 4.2 Semi-Annual Meetings.** There shall be two meetings of the general membership each year, in March or April and in September or October. Written proper notice is required as stated in Section 4.4 below. The semi-annual meetings of the Membership of this Association shall be held at a location selected by the Board of Directors within 10 miles of the Paseo Village Subdivision Unit 3A within the County of Dona Ana, State of New Mexico. At the fall semi-annual meeting, the Board of Directors shall present and advise the membership of the financial status of the Association and/or additional funds to be voted upon by the members in good standing and the estimated budget for the coming calendar year, and any other business which may properly be brought before the Association.

**Section 4.3 Special Meetings.** Special meetings of the members of the Association may be called at any time by the President, or upon resolution signed by at least a majority of the Board of Directors, or upon written petition to the President signed by twenty-five percent (25%) of the Members. Written proper notice is required as stated in Section 4.4 below. The purpose of every special meeting shall be stated in the notice thereof, and no business shall be transacted except such as is specified in the notice.

**Section 4.4 Notice.** All semi-annual, special or board meetings must state the time, date and location of the meeting and the purpose or purposes for which the meeting is called. Semi-Annual Meetings must have not less than 20 and no more than 50 days' notice before the meeting. Special Meetings must have not less than 20 and no more than 50 days' notice before the meeting. Board Meetings must have at least 48 hours' notice before the meeting. Notice may be delivered electronically, hand-delivered or sent by mail. If sent by mail, the notice shall be deemed to be delivered when addressed to a Lot owner at the address as it appears in the association's records and deposited in the United States mail, postage prepaid.

**Section 4.5 Order of Business.** The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the convention in all cases to which they are applicable and in which they are not inconsistent with the Articles of Incorporation, Covenants or Bylaws of the Association and these standing rules. The order of business at the annual meetings, and as far as possible at other meetings, shall be:

- (a) Calling to order by the board president.
- (b) Determination of a quorum.
- (c) Reading of the minutes of the preceding meeting;
- (d) Reports of Directors.
- (e) Reports of Officers and Committees.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

**Section 4.6 Quorum.** By definition, the number of members of any deliberative or corporate body as is necessary for the legal transaction of business, commonly a majority. A quorum once attained at a meeting, shall be deemed to continue until adjournment, notwithstanding the voluntary withdrawal of enough members to leave less than a quorum. As described in the covenants, 60% of members constitute a quorum. If that number is not present, a new meeting is

called and 30% of the members will constitute a quorum at the second meeting. No such subsequent meeting shall be held more than 30 days following the preceding meeting.

**Section 4.7 Proxies and Absentee.** At all meetings of Members, each Member may vote in person, absentee or by proxy upon such terms as may be determined from time to time by the Board of Directors of the Association. All proxies shall be in writing and personally delivered by the person executing the proxy to a board member, or returned via email, facsimile transmission, or by the United States Postal Service to the person designated by the Board of Directors and filed with the Association Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. Votes cast by proxy and by absentee ballot are valid for the purpose of establishing a quorum.

**Section 4.8 Voting.** All Members of the Association in good standing shall be entitled to one (1) vote (in person or by proxy) for each Lot owned at any meeting of Membership or with respect to any matters submitted to a vote of the Membership. If more than one person holds an interest in any Lot, all such persons shall be Members of the Association. The vote for such multiply owned Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

## ARTICLE V MEMBERSHIP OBLIGATIONS

**Section 5.1** All members shall in all matters and be personally obligated to pay the dues and assessments of the Association to meet the common expense. As more fully provided in the Declaration Article IV, each Member is obligated to promptly pay to the Association annual and special assessments, and any noncompliance assessment or other fees properly assessed against such Member, all of which are secured by a continuing lien upon said Member's Lot. Any assessments which are not paid when due shall be delinquent and may be the subject of a lien and collected or foreclosed as more fully described in the Declaration.

**Section 5.2** Each owner shall, in good faith, comply with the provisions of the recorded Declaration, By-Laws, amendments thereto and of any Rules and Regulations lawfully adopted from time to time.

**Section 5.3** Each owner shall, in good faith, endeavor to observe and promote the cooperative purposes for the accomplishments of which this Association was formed.

**Section 5.4** Each owner shall use the general common areas and elements located within the Association in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners, and subject to the rules and regulations adopted by the Association.

**Section 5.5** Within 15 days each owner shall advise the secretary of the Association of any change in address or ownership, in writing, so that the Association records may be kept as accurate as possible.

**Section 5.6** No member may renege on their obligations for dues and assessments or adherence to the Declaration, By-Laws and of any Rules and Regulations lawfully adopted from time to time.

## ARTICLE VI BOARD OF DIRECTORS

**Section 6.1 Number of Directors.** The business and affairs of the Association shall be conducted and managed by a Board of not less than three (3) and not more than five (5) Directors who shall be members of the Association or the authorized agent of a member corporation or partnership. The Directors of this Association shall be President, Vice-President, Secretary, Treasurer and a Member-At-Large. And any such other Officers as the Board of Directors may from time to time by resolution create. Each Officer shall be a Member of the Association or the authorized agent of a member corporation or partnership. The Association may appoint, or hire if needed, a "Technology Officer" who's job shall be to recommend and maintain all technology and software of the Association and, if necessary, assist the Directors and other Officers in setup and maintenance of their equipment and software ex. Google Workspace usernames and logins.



**Section 6.2 Election of Directors and Term of Office.** The Directors of this Association shall be elected annually by the membership at the fall semi-annual meeting, and each shall hold office for one (1) calendar year commencing January 1st and ending December 31st each year, unless a Director shall sooner resign, be removed, or be otherwise disqualified to serve. This is not to be considered a restrictive clause, they can be re-elected.

**Section 6.3 Nomination.** Any member may nominate himself or any other Member for election to the Board of Directors by submitting the name of said nominee in writing to the Board of Directors at least thirty (20) but not more than fifty (50) days before the annual meeting of Members. The written nomination may be accompanied by a resume, curriculum vitae, position statement or any statement of goals or qualifications deemed appropriate by the nominating party. The names of the nominees and the written statements presented shall be made available to all Members at least ten (10) days prior to the election. In addition to the foregoing, any member may nominate himself or any other member for election to the Board of Directors from the floor at the annual meeting.

**Section 6.4 Elections.** Election of the Board of Directors shall be by written ballot at such elections the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions hereof. The persons receiving the largest number of votes shall be elected.

**Section 6.5 Quorum.** A quorum at directors' meetings shall consist of a majority of directors of the board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board.

**Section 6.6 Directors' Meetings.** Regular meetings of the Board of Directors shall be held at least monthly as the Board may determine and at such place and hour as may be fixed from time to time by resolution of the Board. Written proper notice is required as stated in Article IV Section 4.4 above. Members may attend board meetings. If members have specific subjects to bring before the board, notice must be given to the Secretary in advance of the meeting so the subject may be placed on an agenda.

**Section 6.7 Special Meetings.** Special Meetings of the Board of Directors may be held at such time and place as shall be determined by a majority of the directors. Written proper notice is required as stated in Article IV Section 4.3 above. The President may call a special meeting of the membership upon his own initiative or as directed by the resolution of the Board or upon receipt of a petition signed by at least 25% of the members in good standing.

**Section 6.8 Action of Directors Without a Meeting.** No action, other than emergency situations, will be taken by an individual member of the Board without having been previously discussed and approved.

**Section 6.9 Removal and Replacement of Directors.** Any Director or Officer of the Association may be removed from the board or office, with cause, by a majority affirmative vote of the members in good standing. Any Director or Officer of the Association may resign in writing at any time. In the event of death, resignation, or removal of a Director, his or her successor shall be selected by the remaining Directors on the Board and shall serve until the next fall semi-annual meeting of the membership.

**Section 6.10 Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**Section 6.11 Indemnification of Board of Directors, Officers and Members of the ARC and other Committees.** The Association shall indemnify any present or former Director or Officer and any present and former member of any Committee, including but not limited to the Architectural Review Committee of the Association, against reasonable expenses, costs, and attorney's fees actually and reasonably incurred by him or her in connection with the defense of any action, suit, or proceeding, civil or criminal, in which he or she is made a party, or in which he or she may become involved, by reason of being or having been a Director or Officer or member of any committee. The indemnification shall include any amounts paid to satisfy a judgment or to compromise or settle a claim, provided that in the event of a settlement the indemnification shall apply when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The Director, Officer, or committee member shall not be indemnified if he or she is adjudged to be liable on the basis that he or she has breached or failed to perform the duties of his or her office or committee and the breach or failure to perform constitutes willful misconduct or recklessness.

**Section 6.12 Interested Parties.** No transaction of the Association will be affected because a Member, Director, Officer, or Employee of the Association is interested in the transaction, provided full disclosure is made in advance to the Directors and Officers of the Association. Such interested parties will be counted for quorum purposes, but may not vote, when the Association considers the transaction. Such interested persons will not be liable to the Association for the party's profits, or the Association's losses from the transaction.

**ARTICLE VII**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 7.1 Powers of the Board of Directors:** A majority of board of directors shall have the power necessary for the administration of the affairs of the Association and for the operation and maintenance of the community property. The board may do all such acts and things except as prohibited by law, or by these by-laws, or by the Declaration of Covenants. The board may:

(a) Adopt and publish, amend, and repeal, rules and regulations pertaining to the management, operation and use of the Common Areas, minimum standards for any maintenance of the Lots, the health, safety or welfare of the owners and residents, and to establish fines and/or penalties for the infraction thereof.

(b) Impose reasonable sanctions for violation of the Declaration, these By-Laws, and/or any Rules and Regulations after notice and a hearing in accordance with the procedures set forth in the Law.

**Section 7.2 Limitations of the Board of Directors:** The of board of directors shall be limited by:

(a) Any contract over \$2500.00\* requires three (3) bids.

(b) Not obligating the Association to a sum in excess of the total on one (1) year's dues.

**Section 7.3 The Duties of the Board of Directors :** To administer the operation of the common property and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration of Covenants, By-Laws, Rules and Regulations and supplements and amendments thereto. To protect and defend in the name of the Association any part or all the common property from loss and damage by suit or otherwise. To seek damages from an owner as is provided in the Declaration, By-Laws and of any Rules and Regulations lawfully adopted from time to time, by suit or otherwise.

(a) **President.** The President shall preside at all meetings of the Members and the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all contracts, lien statements, mortgages, deeds and other written instruments on behalf of the Association and shall co-sign all checks and promissory notes. The president may designate the property manager to sign checks for normal budgeted operating expenses or amounts approved by the Board and lien statements on behalf of the Association on a continuing basis in order to affect the normal daily operations of the Association. The President represents the Association in all legal matters.

(b) **Vice-president.** The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

(c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their mailing address and whether they are in good standing. The secretary shall mail out notices, ballots and communications to the membership. The secretary may secure any assistance in accomplishing these tasks as the secretary sees necessary. The secretary shall send the minutes of each board meeting to the general membership.

(d) **Treasurer.** The treasurer shall collect dues and assessments from members and shall keep the books of account for the Association. Treasurer's report shall be submitted at regular board and Association meetings. The Treasurer shall create and maintain an Operating Fund and a Reserve Fund. The purpose of the Operating Fund will be to fund normal operations and contingencies, and the purpose of the Reserve Fund is to provide for the periodic replacement of Common Area improvements. The treasurer shall have charge of all receipts and moneys of the Association, and deposit them in the name of the Association in a bank approved by the board. The treasurer shall sign checks and withdrawal slips on behalf of the Association, upon all its bank accounts, up to \$250.00\* without board approval, and the same shall be honored on the treasurer's signature and the signature of one other director. No bills shall be paid without vouchers and/or receipts.

(e) **Member-At-Large.** The fifth member of the board shall be a member at large and shall assume duties as assigned by the president and/or as deemed necessary by the board.

**ARTICLE VIII  
NON-PROFIT**

**Section 8.1 Non-profit.** This Association is not organized for profit. No members of this Association, member of the board, officer or person from whom the Association may receive any property or funds shall receive or shall lawfully be entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to or distributed to, or inure to the benefit of any member of the board or a member, provided, however.

(a) that reasonable compensation may be paid to the person for services rendered in effecting one or more of the purposes of the Association, upon majority approval of the general membership in good standing.

(b) that any member, director or officer may, from time to time, be reimbursed for any expenses incurred in connection with the affairs of the Association, provided that such expenses do not exceed \$250.00\* or, in such event, expense monies are voted on and approved prior to the actual expenditures by the board.

**ARTICLE IX  
MISCELLANEOUS**

**Section 10.1 Conflicts.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the case of any conflict between these Bylaws, any Rules and Regulations, the By-Laws shall control.

\*This figure may be adjusted by the board of directors from time to time using the U.S. Bureau of Labor Statistics (BLS) CPI Inflation Index calculator found on the BLS website.

**ARTICLE X  
AMENDMENTS**

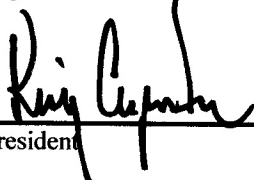
These Bylaws may be repealed or amended by a majority vote of all the members in good standing at the recommendation of the board or by initiative of the members in good standing.

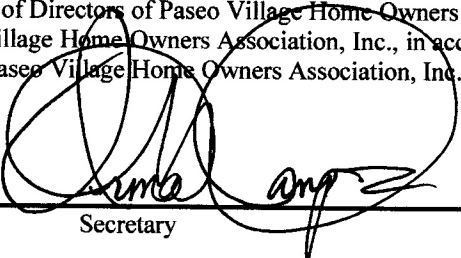
**WITNESSETH**

Now comes the Santa Teresa Paseo Home Owners Association, Incorporated, with said Corporation being filed of record with the State of New Mexico, the New Mexico Corporation Commission, Santa Fe, New Mexico, on the 3<sup>rd</sup> day of January 1977, and is a Domestic Nonprofit Corporation as defined by the laws of the State of New Mexico.

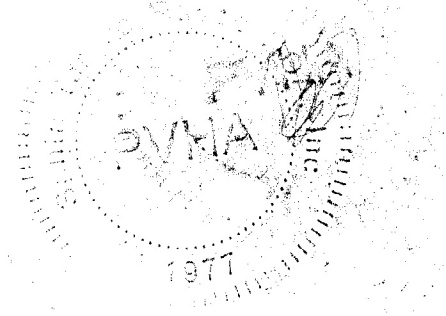
**CERTIFICATE**

The undersigned certifies the foregoing Second Amendment to By-Laws have been adopted by the Members of Paseo Village Home Owners Association, Inc. and the Board of Directors of Paseo Village Home Owners Association, Inc. as the Second Amendment to the By-Laws of Paseo Village Home Owners Association, Inc., in accordance with the requirements of law and the governing documents of Paseo Village Home Owners Association, Inc.

 03.28.2022  
\_\_\_\_\_  
President

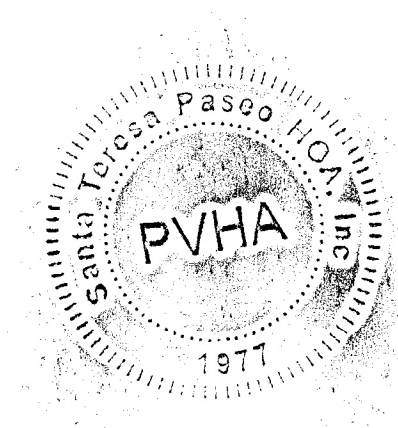
 3/28/2022  
\_\_\_\_\_  
Secretary

STATE OF NEW MEXICO  
NOTARY PUBLIC  
DEZARAE ANDERSON  
COMMISSION #1135493  
COMMISSION EXPIRES 09/15/2025



**IN WITNESS WHEREOF, we the undersigned constituting all the Directors of Paseo Village Homeowners Association, Inc., a New Mexico nonprofit corporation, hereby certify that the foregoing Second Amendment to the By-Laws was duly adopted as the Second Amendment to the By-Laws of Paseo Village Homeowners Association, Inc. on the 15th day of January 2022 at a meeting of the Members of said Association.**

**Directors:**  
Ron Lotito : *Ron Lotito* Ashton Graham : *Ashton Graham*  
Tommy Higgins : *Tommy Higgins*



State of New Mexico)  
  ) ss.  
County of Dona Ana )

This instrument was acknowledged before me this 28th day of March, 2022 by Kraig Carpenter as President of Paseo Village Homeowners Association and Irma Campos as Secretary of Paseo Village Homeowners Association.

*Dezarae Anderson*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 9/15/2025

STATE OF NEW MEXICO  
NOTARY PUBLIC  
DEZARAE ANDERSON  
COMMISSION #1135493  
COMMISSION EXPIRES 09/15/2025