

**Country Club Estates
Homeowner's Association, Inc.
Reference Manual**

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Country Club Estates Declaration of Restrictions

THIS DECLARATION OF RESTRICTIONS, made this 8th day of April, 1996 by Forrest Westmoreland and Joyce Westmoreland, his wife, and Michael L. Hofacket and Vicki D. Hofacket, his wife, hereinafter called "GRANTORS" (Later to be replaced by "The Country Club Estates", Inc.") and amended by vote of the Homeowner's Association on August 1, 2002 and recorded in the Luna County Courthouse on August 8, 2002.

Witnesseth:

Whereas, Clay-West Development Corp., Forrest Westmoreland and Joyce Westmoreland, his wife, and/or Michael Hofacket are the Owners of all certain real property, located in the City of Deming, County of Luna, State of New Mexico, Described as:

Lots 1 through 272 inclusive Of Country Club Estates in the city of Deming, County of Luna, State of New Mexico, according to the plat thereof on file in the Office of the Luna County Clerk, Deming, New Mexico: Filed in office 12/21/81, Book 137, Pg 512—561, rec 81—6081:

As well as any and all other lots that shall or may be generated as a result of further re-platting of said/same property as described above.

(This document will serve to replace "Revised Covenants", 3-18-85, Book 149, Pages 376-381 as well as any and all other restrictive covenants previously established to subject the above described "Real Property" to such control, either imposed or implied.)

Which said property is hereinafter for convenience referred to as "Real Property", and:

WHEREAS, It is the intention of the Grantors to convey Interest In this property and to impose on the real property mutually beneficial restrictions under a general plan for the benefit of all future owners (Grantees) of the real property, AND;

WHEREAS, the Grantors desire to subject all of said real property to certain Conditions and Restrictions for the protection and benefit of the Grantors and any and all future owners (Grantees) of the real property, or any portion thereof.

NOW THEREFORE, in consideration of the premises, Grantors hereby Certify and Declare that Grantors have established and do hereby establish the following general plan for the protection and benefit of all of said real property, and have fixed and do hereby fix the following conditions and restrictions upon the subject to which each and all of the lots in said real property shall be hereafter held, used, occupied, leased, sold and/or conveyed. All of the limitations, covenants, restrictions and conditions shall run with real property, or any interest therein, and shall be binding upon all parties having or acquiring any rights title or interest in the described real property, or any part thereof, and shall be for the benefit of each owner of any interest in the real property, and inure to the benefit of and be binding upon each successor in interest of the owners thereof. The integrity, protection, and enforcement of this Declaration of Restrictions, is the direct responsibility of the Grantees.

SAID CONDITIONS AND RESTRICTIONS ARE AS FOLLOWS, TO WIT:

1. Definitions:

The property interest conveyed by deed to grantee is designated an ownership; the grantee (or the grantees) is designated an owner, the area in which the grantee is given fee title is designated a living unit, and the owner of the other living unit located on the adjoining lot and having a common fence shall be known as the adjoining owner.

2. **Residential Purposes Only:**

That said lots shall be used for residential purposes only and that no building or buildings shall be erected, constructed, altered or maintained for any other purpose except for customary out-buildings on any of the said lots.

3. **Garbage Cans:**

Garbage must be kept concealed in an appropriate enclosure until it is placed in a city dumpster for pickup.

4. **Residence and Age Requirement:**

Country Club Estates is intended to be used as housing for older persons. At least 80 percent of all occupied living units must be occupied by at least one person who is 55 years of age or older. No person under the age of 18 years may reside in or occupy a living unit, provided however that temporary stays are permitted up to a total of sixty (60) days in a calendar year. The number of permanent residents shall be no more than three.

Compliance with the requirements of any federal, state or local regulation shall be shared jointly between the Grantors (Country Club Estates Inc.) and the COUNTRY CLUB ESTATES HOMEOWNER'S ASSOCIATION INC. until, according to the voting entitlement provision as stated in section 7 of this document, the Class A total votes outstanding are equal to the Class B total votes outstanding. At that time the compliance responsibility shall become exclusively that of the HOMEOWNER'S ASSOCIATION.

In the event that any of the herein stated restrictions becomes or is found to be contrary to applicable law, said restriction(s) shall be automatically modified, to the minimum extent necessary, to conform with applicable law.

5. **Homeowner's Association:**

- A. Association. The Association is or shall be a non-profit New Mexico corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-laws, and this Declaration of Restrictions.
- B. Sub-Associations. Nothing in this Master Declaration shall prevent the creation, by provision therefore in Supplemental declarations, for Sub-Associations to assess, regulate, maintain or manage the portions of Country Club Estates subject to such Supplemental Declaration, or to own or control portions thereof for the common use or benefit of the owners of lots in the portion of Country Club Estates subject to such Supplemental Declaration.

Any Sub-Association shall be entitled to exercise such powers and authority and assume such responsibilities as set forth in a Supplemental Declaration and the incorporating documents for the Sub-Association. No Sub-Association shall be established unless the approval of Declarant or the Association is first obtained.
- C. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Board may elect or appoint, in accordance with the Articles and By-laws, as same may be amended from time to time. The composition of the Board shall be defined in the By-laws.

6. **Membership:**

- A. Qualifications. Each owner (including Grantor) of a lot, by virtue of being such an owner and for so long as he is such an owner, shall be deemed a member of the Association. The foregoing is

not intended to include persons or entities who hold an interest in a lot merely as security for the performance of an obligation. An owner shall have one membership for each lot owned.

- B. **Transfer of Membership.** The Association membership of each owner (Including Grantor) shall be appurtenant to said lot and shall not be transferred, pledged or alienated in any way except upon the transfer of ownership to said lot, and then only to the transferee thereof. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a lot shall operate automatically to transfer said membership to the new owner thereof.

7. Voting:

- A. **Number of Votes.** The Association shall have two classes of voting membership as follows:

Class A. Class A members shall originally be all owners with the exception of Grantor, and shall be entitled to one vote for each lot owned. Grantor shall become a Class A member with regard to lots owned by Grantor upon the conversion of Grantor's Class B membership to Class A membership as provided below. The owner of each lot may, by written motion to the Association, designate a person who may act on his behalf to exercise the vote for such owner. Said designation shall be revocable at any time by written notice to the Association by the owner. Such powers of designation and revocation may be exercised by the guardian of an owner's estate or by his conservator, or in the case of a minor having no guardian, by the parent entitled to his custody, or during the administration of an owner's estate, by his executor or administrator where the latter's interest in said property is subject to administration in his estate.

Class B. The Class B member shall be Grantor. Grantor shall be entitled to three (3) votes for each lot as shown on the plat, including any lots located within annexed property.

The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

1. When the total votes in the Class A membership equal the total votes in the Class B membership.
2. Ten (10) years from the date of the first recorded sale to an owner of a detached single-family house in Country Club Estates.

- B. **Members Entitled to Vote.** All members not in arrears in the payment of assessments. One hundred fifty dollars (\$150) per year will be assessed per unit by the Homeowner's Association upon completion of a club house. Additional fees may be assessed by the Homeowner's Association as additional facilities are added. Fees will never exceed \$400.00 per unit per year (see Section #36: Recreational Facilities).

8. Architectural Committee

There shall be an Architectural Committee, consisting of three (3) persons. The initial Committee is to be appointed by Grantors, each of said persons so appointed being subject to removal at Grantors' direction. All vacancies on said committee shall be filled by appointment of Grantors, until such time as THE COUNTRY CLUB ESTATES Homeowner's ASSOCIATION, INC., a non profit corporation presently in the process of being established, is empowered by the New Mexico State Corporation Commission. Thereafter, the Architectural Committee will serve at the pleasure of the Homeowner's ASSOCIATION according to the voting entitlement provision of the proposed ARTICLES OF INCORPORATION of said non-profit corporation, attached hereto.

- A. **EXEMPTION OF DEVELOPER/GRANTORS.** Nothing in these Restrictions shall limit the right of Developer to complete excavation, grading, and construction of improvements to any property within the Country Club Estates owned by Grantors, or to alter the foregoing or to construct such

additional improvements as Developer deems advisable so long as any lot therein remains unsold, or to use any structure In the Country Club Estates as a model home or real estate sales office.

Non-liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof shall be liable to the Association, any Owner or to any other party, for any damage, loss or prejudice suffered or claimed on account of:

- (1) the approval or disapproval of any plans, drawings, or specifications, whether or not defective:
- (2) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
- (3) the development of any property within The Country Club Estates
- (4) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member of the Architectural Committee, such member has acted in good faith on the basis of such information as may be possessed by him.

9. New Buildings Only:

That no building of any kind shall be moved from any other place onto any of said lots, or from one lot onto another lot, without the prior written permission of the Architectural Committee.

10. Height Limit of Buildings:

That no dwelling without the written approval of the Architectural Committee shall be more than one story in height.

11. Plans and Specifications:

That no building or other structure or improvement shall be commenced upon any of said lots until the location and the complete plans and specifications, including the color scheme, of each building, fence and/or wall to be erected upon the lot have been approved in writing by the Architectural Committee and no building shall be located on any lot in front of the setback line as shown on the recorded plat.

12. Exterior Alterations:

That no such alteration shall be made in the exterior design or color of any structure unless such alteration, including any additions, shall have first been approved in writing by the Architectural Committee.

13. No Tents, Shacks, Etc.:

That no tents, shack, trailer or manufactured home, basement, garage or out-building shall at any time be used on any lot as a residence either temporarily or permanently; nor shall any residence of a temporary character be constructed, placed or erected on any lot.

14. No Nuisances:

Except in the course of construction and improvement of lots and housing by Grantors or their authorized representatives, no rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property within The Country Club Estates.

- A. Nor shall any other unsightly articles be permitted to remain so as to be visible from adjoining property or from the streets or public way.

- B. No inoperable vehicle will be permitted to remain on any lot except it be kept within an enclosed garage with door remaining shut.
- C. Temporary vehicular parking shall comply with The City of Deming and County of Luna regulations with regard to on-street parking. All other on-lot vehicle parking shall be restricted to concreted space (driveways) provided by initial construction.

No RV parking or boat parking will be allowed on individual residential lots.

A chain link fenced area adjacent to the east boundary of the subdivision will be prepared for R.V. parking at some future date, but not later than upon completion and occupation of all 40 of the first lots on line and available for developing at this 'time. Said facility will be well lit for security purposes and provided to residents for the parking of recreational vehicles. Initially, said parking there will be a \$20 per month per vehicle charge. Should conditions mandate, said \$20 fee may be increased to cover additional costs of facility operation, but only with a two thirds majority vote by the Homeowner's Association. If RV parking with additional amenities shall be desired by property owners, the Grantor may add such to the facility and increase the charge appropriately only to those who require the expanded facility.

15. No Signs:

That no signs of any kind or for any use or purposes whatsoever other than signs of customary and reasonable dimensions advertising the property for sale, shall be erected, posted, pasted, painted, or displayed upon any said lots or upon any building or other structure thereon, without the written permission of the Architectural Committee.

16. No Wells:

That no well for the production of, or from which there is produced water, oil or gas, shall be operated upon any lot; nor shall any machinery, appliance or structure be placed, operated, or maintained thereon for use in connection with any trading, manufacturing or repairing business.

17. No Livestock or Poultry:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, limit of two per living unit, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

A. Pets:

Only house pets (i.e., dogs, cats, birds, etc.) will be housed on any lot or inside any living unit. All dogs and cats outside of that owner's property shall be on a leash. Owners are expected to clean up their pet's waste.

18. No Commercial Businesses:

That no commercial business shall be conducted on any of said lots, and nothing shall be done upon any lot which may become an annoyance or nuisance to the neighborhood.

19. Landscaping:

All front yards and side yards visible from streets shall be satisfactorily landscaped within 90 days from the Close of Escrow.

20. **Antennas:**

No radio or television pole or antenna shall be erected, constructed or placed upon any of said building or lots, except that an antenna of not more than 12 inches in total height above the roof line may be installed.

21. **Notice of Claim of Breach:**

The Architectural Committee may at any time that the Architectural Committee deems a breach of these conditions and restrictions has occurred, execute, acknowledge and record in the Recorder's Office of Luna County, a Notice of Claim of Breach setting forth the facts of such Breach, describing the lot or lots upon which such breach has occurred and setting forth the names of the owner or owners thereof. Such notice upon being recorded, shall be notice to all persons of such breach, provided an action has been commenced within sixty (60) days after the recording of such notice to establish such breach, and if no such action has been commenced within such sixty (60) day period, then and in that event such notice shall be of no force and effect whatsoever and the breach set forth in said notice shall be presumed to have been remedied. Should legal action be instituted as a result of any claim of breach of any covenant of condition contained herein, the owner or owners against whom such action is taken shall pay all costs and attorneys fees incurred by the Architectural Committee or a Grantee. If a Grantee deems a Breach of these conditions and restrictions has occurred, he may at any time file in writing a full and detailed report with the Architectural Committee or he may proceed directly on his own behalf to file a Notice of Claim of Breach as per the terms of this paragraph.

22. **Failure to Comply with Order of Architectural Committee:**

In the event of the failure of any owner to comply with a written directive or order from the Architectural Committee, then in such event the Architectural Committee shall have the right and authority to enforce or perform the subject matter of such directive or order and all costs and attorney fees incurred as a result of such enforcements or performance shall be charged to the owner in question and may be recovered by the Architectural Committee in an action at law against such individual owner.

23. **Notices:**

Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States Mail, postage prepaid, certified mail, addressed to reach such person at the resident address of such person.

24. **Painting, Maintenance, and Repairs:**

In the event that the Architectural Committee, in its sole discretion, determines that painting, maintenance or repair, hereinafter referred to as "work", of a unit or yard is reasonable or necessary to preserve the appearance and value of such unit, the Architectural Committee shall give written notice of the necessity of such work to the owner of such unit or yard in which event said owner shall be obligated, at his sole cost and expense, to perform said work.

If the owner of said unit shall have failed or refused to perform said work within a reasonable time after the aforesaid written notice, the Architectural Committee shall execute and cause to be recorded, a Certificate of Assessment stating that the painting, maintenance or repair which it has determined to be necessary as aforesaid shall not have been so performed within a reasonable time after such written notice. Said obligation shall not apply to Grantors during the developmental stage of the project.

25. **Common Area:**

- A. The common area is defined as the common fence/wall between the two lots.

- B. Nothing shall be altered or constructed on or removed from the common fence, except upon the written consent of both unit owners. The care and maintenance of said fence shall be shared equally.
- C. The care and maintenance of all other walls within the boundaries of a unit shall be the responsibility of the homeowner.

26. Utility Easements:

There is hereby created a blanket utility easement upon, across, over and under the property for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television cable or communication lines and systems, etc.

- A. It shall also be the responsibility of the Grantee to care for and maintain all underground utility lines, electricity, cable T.V. etc. within the boundaries of his lot.

27. Clothes Lines:

No clothes lines will be permitted nor may any resident of any unit use their fence or common area as a clothes line.

28. Damage and Destruction:

If an individual "Living Unit" Is damaged by fire or other casualty, the insurance proceeds, if any, shall be paid jointly to "owner" and any mortgagee with a first lien on the security. Said insurance proceeds are to be used for the purpose of repairing and/or reconstructing the "Living Unit." "Owner" expressly covenants and agrees to have repaired any damage and to pay any costs of repair not covered by said insurance proceeds.

29. Arbitration:

In the event a dispute occurs between an owner and an adjoining owner or between an owner and any other interested party or entity, over the application of these restrictions, operation, maintenance, repair, insurance or any other matter in connection with said premises, the same shall be submitted to the ARCHITECTURAL COMMITTEE which Committee shall act as an arbitrating tribunal.

The arbitrating tribunal shall have complete control of the arbitration and may specify any rules or regulations with reference thereto not to conflict herewith. The decision of a majority shall be the decision of the arbitrating tribunal, and shall be final. The technical rules of evidence shall be waived in the discretion of the tribunal. The parties are entitled to be represented by counsel and to be heard, provided, however, that nothing herein contained shall limit the power of the arbitrating tribunal to control the manner, method, and conduct of the proceedings and the presentation of the evidence, subject always to requirement that the parties be given a fair and impartial hearing. Where not inconsistent herewith the rules of the American Arbitration Association apply.

In any arbitration, the arbitrators shall have the broadest possible power permitted by law to frame their award of decision as to do substantial justice between or among the parties. The grantees herein agree that they will faithfully observe the contents of this document and the rules and that they will abide by the decision rendered pursuant to this agreement, and judgment of the court having jurisdiction may be entered upon the award.

Should a dispute occur between any homeowner and the Architectural Committee, it is advised that a mutually agreed upon arbitrator be decided upon for binding arbitration.

30. Interpretation:

The provisions of this declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the real property and improvement thereon. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision of any other provision hereof.

31. Protection for Mortgagees and Title Insurance Companies:

That the owner of any encumbrance made for value on any said lot or lots and any corporation insuring the lien of such encumbrance may conclusively presume that no breach exists under these conditions and restrictions provided such encumbrance is recorded in the Office of the County Recorder of Luna County prior to the commencement of any action to establish any such breach and not within sixty (60) days after the recording of any Notice of Claim of Breach, anything contained herein to the contrary notwithstanding.

PROVIDED, that a breach of any of the foregoing conditions and restrictions, shall not affect, impair, defeat or render invalid the lien charge or encumbrance of any mortgage or deed of trust made for value which may then exist upon said land, which said mortgage or deed of trust shall be and is hereby declared to be a prior and superior lien to the rights in favor of any person or persons under and by virtue of these conditions and restrictions; provided, however, that in the event of a foreclosure of any such trust deed of mortgage, or if the owner of the note secured by such trust deed or mortgage acquires title to said land in any manner, whatsoever in satisfaction of indebtedness, then any purchaser at the foreclosure of Trustee's sale, or any said note owner acquiring title as aforesaid agrees that said property so acquired by them shall immediately upon said acquisition become subject to each and all of the conditions and restrictions and right herein contained, but free from the effects of any breach occurring prior thereto.

FURTHER PROVIDED: Savings Clause and Exemption of Grantors. Notwithstanding anything herein to the contrary, Grantors shall have the full and complete authority to perform such acts which it deems necessary for the development and sale of lots within The Country Club Estates. Although Grantors may contribute to the maintenance of the recreational and common areas, it is understood that Grantors are not and shall not be held liable for the payment of any assessment provided for, in the Master Declaration by virtue of its ownership of lots within The Country Club Estates and that Grantors failure to pay said assessments shall not give rise to any right of imposing any lien or encumbrance upon lots owned by Grantors as security for the payment of said assessment.

FURTHER PROVIDED: Enforcement of the provisions of this document shall be the right of either the Grantors or the Grantees, individually or collectively, but in no case shall be the legal obligation of either.

32. Amendment:

Subject to the provisions of paragraph 7, the provisions of these restrictions, other than this paragraph may be amended by an instrument in writing signed and acknowledged by record owners of at least seventy-five per cent (75%) of the combined total number of Class A and Class B votes outstanding. Said AMENDMENT shall be effective upon recordation in the Office of the Recorder of Luna County, New Mexico, properly signed, notarized and executed affidavits reflecting the required majority affirmative voting.

33. Severability:

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

34. **Binding Effect:**

The provisions herein contained shall bind, inure to the benefit of, and be enforceable at law and in equity by Grantors, their successors and assigns, or by the grantee of any lot described above. Failure by Grantors, their successors, assigns or any grantee to enforce any of the restrictions, conditions and covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter, and shall not subject Grantors, their successors or assigns to any liability for failure to enforce.

35. **Term:**

These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these restrictions are recorded, after which time said restrictions shall be automatically extended for successive periods of ten years.

36. **Recreational Facilities:**

A club house of no less than 1,000 square feet will be constructed on the property by the Grantor no later than when twenty (20) individual units are occupied. At that time, a \$150.00 per unit dues assessment will be assessed by the Homeowner's Association.

The Homeowner's Association may request Grantor build a swimming pool, spa, or other recreational facilities when occupation of Country Club Estates exceeds 20 individual units. Membership dues at that time, and with the approval of no less than a two thirds majority of the voting entitlement, may increase an appropriate amount to accommodate the cost of said additional improvements, but in no case shall the dues per unit exceed \$400.00 per unit per year. In no event shall the cost of said additional improvements exceed the total contribution of dues from the Homeowner's Association.

IN WITNESS WHEREOF, The undersigned has executed this Instrument this 8th day of April, 1996.

DISCLAIMER

It is mutually understood and agreed that Michael Hofacket and Vickie Hofacket, his wife, are hereby subjecting that portion of the above described real property which they own to the provisions of this document. They are assuming no financial obligation with regard to the implementation of any and/or all of the planned improvements upon said property either expressed or implied. Forrest and Joyce Westmoreland, their successors or assigns, shall bear Grantor's responsibilities under paragraph 36.

Bylaws of Country Club Estates Homeowners Association, Inc,

(A New Mexico Nonprofit Corporation)
as amended on January 24, 2015

Article I

Declaration and Supplemental Declarations

Declaration of Protective Covenants. The Declaration of Protective Covenant and Grant of Easement for Country Club Estates Homeowners Association, Inc. (the Declaration) is recorded in the records of the Luna County Clerk's Office and shall take precedent and be incorporated in these bylaws.

Adoption of Definitions. All terms defined in the declaration and in any declaration supplemental thereto shall have the same defined meaning when used in these bylaws. The terms include, without limitation, association, homestead, lot, common area, design committee and designated building site.

Article II

Offices

Registered Office. The Corporation's registered office shall be as set forth in the Articles of Incorporation, unless changed by filing a statement of change with the State Corporation Commission of the State of New Mexico, as provided in the New Mexico Nonprofit Corporation Act.

Article III

Members

Members. Membership shall be as defined in the Country Club Estates Declaration of Restrictions.

Voting of Members. Voting shall be as defined in the Declaration of Restrictions, however an owner who owns more than one lot may waive their right to vote the additional lot(s) by written notice to the Board. By doing so the owner will be required to pay only one assessment.

Notices to Members. Each membership shall be entitled to at least 14 days notice of all meetings in which a vote of members is to be taken. Notice shall be considered given when written notice is mailed or delivered to a member addressed to the member under the name and address for the member furnished by the member to the association and, in any event, shall be deemed given when the member actually receives notice.

Voting by Mail. Delivery of a vote in writing to the principle office of the corporation shall be equivalent to receipt of a vote by mail.

Annual Meeting: *[This By-Law was changed as follows, by a vote of the membership on 1/24/2015]*

An annual meeting of the members for the purpose of voting on such matters as properly may come before the meeting shall be held on the fourth Saturday in January of each year at the clubhouse or a convenient location in the city of Deming, NM, to be selected by the Board of Directors. The business to come before the meeting shall include the election of the Board of Directors, unless elected by mail as provide herein, and the determination of assessments against members and approval of the budget as submitted by the Board. the budget shall include capital expenditures for the year. ***Annual assessments are to be paid in full by the end of the 1st quarter of each year. Assessments not paid in full by the end of the 1st quarter of the year will automatically incur a one-time records maintenance fee of \$50 in addition to any remaining balance due on the annual assessment. In addition, Article XI, Failure to Pay Assessments, applies to all unpaid assessments.***

Special Meetings. Special meeting of the members may be called at any time by the President or by the Board of Directors or by written request of twenty five percent or more of the outstanding members and shall be held at the clubhouse or a convenient location in the city of Deming, New Mexico, to be selected by the persons calling the meeting.

Record Date. The Board of Directors shall have the power to fix in advance a date as a record date for the purpose of determining members entitled to notice of or to vote at any meeting or to make determination of members for any purpose. The members existing on such record date shall be deemed the members for such notice, vote, meeting or other purpose and for any supplementary notice or information with respect to the same matter and for any adjournment of the same meeting. A record date shall not be more than 30 days prior to the date on which the particular action requiring determination shall take place.

Quorum; Vote Required; Adjournment. One-half of the votes, represented in person or by proxy, shall constitute a quorum at any meeting of members. If a quorum exists, the action of a majority of the votes present or represented by proxy shall be the act of the members except with respect to matters where a greater vote is required by the declaration or any supplemental declaration or by law. If a quorum does not exist, a majority of the votes present in person or by proxy may adjourn the meeting from time to time without further notice other than announcement at the meeting.

Record of Votes and Approvals. The secretary shall keep a record of the names of all persons present at any meeting in person or by proxy, the total number of members authorized to vote on any matter coming before the meeting, the number of such members represented in person or by proxy and the results of any vote at a meeting. The secretary shall maintain complete records of the voting with respect to any matter covered which may be approved as a result, in whole or in part, of approvals obtained after the meeting and shall keep on file available for inspection by other members all written approvals with respect to such matters obtained subsequent to any meeting. Tape recording of each meeting is advisable.

Article IV

Board of Directors

General Functions and Powers. The affairs of the Corporation shall be managed by its Board of Directors. The Board shall have the privilege and power to exercise all the rights granted to non-profit organizations under the laws of the State of New Mexico as they now exist or may be amended. The Board shall have the power to establish and enforce the policies of the association and coordinate its various activities. The Board shall have the power to manage all money, property and other assets of the association within the budget as approved at the annual meeting or special meeting held for that purpose and to appoint committees for specialized functions. Directors shall be members of the association.

Number, Tenure and Qualification. *[This By-Law was changed as follows, by a vote of the membership on 1/24/2015]* The number of directors shall be **no more than seven**, which shall be a president, vice-president, secretary, treasurer, two directors at large. Each director shall hold office for two years, with the President and Treasurer and one director at large being elected in the even numbered years and the Vice President and Secretary and the remaining director(s) at large being elected in the odd numbered years and shall serve until his successor has been elected and qualified. No director, however, may serve for more than two consecutive two-year terms in the same position. Per the Homeowners Association Act, the Association is only required to have a minimum of three directors, at least a majority of whom must be owners. Therefore, when there are insufficient interested nominees to fill vacant Board positions at an annual meeting, the Board may continue to operate with a minimum of three directors. If there are less than seven directors, the directors shall first fill the positions of President, Vice President, Secretary and Treasurer before filling any director-at-large positions.

Election. The Board of Directors shall be elected by vote of the members as provided under Article III.

Regular Meetings. A regular meeting of the Board shall be held immediately following the annual meeting of the members without notice other than this bylaw. This and all other meetings of the Board

shall be open to any member of the association and shall be held in the clubhouse of Country Club Estates or another suitable location in Deming.

Special Meetings. Special meetings of the Board may be called by or at the request of the President or any three directors.

Notice. Notice of any special meeting of the Board shall be given at least three days previous thereto by written notice delivered personally or sent by mail or telegram to each director at his address as shown by the records of the corporation. If mailed such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed with postage thereon prepaid. If notice is given by telegram such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. The business to be transacted at, the purpose of, any regular or special meeting of the Board must be specified in the notice of such meeting.

Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. .

Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

Vacancies. Any vacancy occurring in the Board and any directorship may be filled by the affirmative vote of the majority of the remaining directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Reliance by Directors. Any member of the Board shall in the performance of his or her duties be fully protected in relying in good faith upon the books of account or reports made to the corporation by any of its officers, or by any independent certified public accountant, or by an appraiser selected with reasonable care by the Board or by such committee, or relying in good faith upon other records of the corporation.

Article V

Officers

Officers. The officers of the corporation shall be a President, Vice President, Secretary and Treasurer.

Election and Term of Office. Two officers of the corporation shall be elected annually by the members of the association at the regular meeting of the homeowners association. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Removal. Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer removed. A director may resign by written notice or shall be deemed to have resigned when he has been absent for three consecutive meetings of the Board.

Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board for the unexpired portion of the term.

President. The President shall be the principle executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the Board. He may sign, with the Secretary or any other proper officer of the corporation, contracts or other instruments which the members have authorized the Board to execute, except in the cases where signing and execution thereof shall be expressly delegated by the Board or by these Bylaws or by statute to some other officer or agent of the corporation; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

Vice President. The Vice President shall perform such duties as shall be assigned by the Board of Directors or as these bylaws may prescribe. The Vice President shall assume the duties of the President in his absence.

Treasurer. The treasurer shall be bonded for the faithful discharge of his duties in such sum and with such surety or sureties, as the Board shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation, receive and give receipts for money due and payable to the corporation from any source whatever and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these bylaws and in general perform all duties incident to the office of Treasurer, which shall include an annual report to the general membership at the annual meeting subject to audit, presentation of the annual budget and such other duties as from time to time may be assigned to him by the Board.

Secretary. The Secretary shall keep the minutes of the meetings of the Board in one or more books provided for that purpose and shall tape record such meetings; see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these bylaws and in general perform all duties incident to the office of Secretary and such duties as from time to time may be assigned by the Board.

Article VI

Books and Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and of any committees having any of the authority of the Board, and shall keep at its registered or principle office a record giving the names and addresses of all members. Any director, trustee, officer, association member or his agent or attorney may inspect all books and records of the corporation for any proper purpose at any reasonable time.

Article VII

Waiver of Notice

Whenever any notice is required to be given under the provisions of the New Mexico Nonprofit Corporation Act or under the provisions of the articles of incorporation or the bylaws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated herein shall be deemed equivalent to the giving of such notice.

Article VIII

Amendments to Bylaws

Amendments. These bylaws may at any time and from time to time be amended, altered and repealed by vote of the members of the corporation at any annual or special meeting provided that the notice of such meeting states that such amendment, alteration or repeal is to be considered.

Limitation on Amendments. No amendment to these bylaws shall be contrary to or inconsistent with any provision of the declaration unless such provision has been amended or repealed as provided for in the declaration, and no amendment to these bylaws shall be adopted which is inconsistent with or contrary to any amended provision of the declaration.

Article IX

Indemnification

Third Party Action The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil,

criminal, administrative, or investigative (other than action by or in the right of the corporation) by reason of the fact that he or she is or was a director, trustee, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such suit, action or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order settlement, conviction or upon plea or nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Derivative Actions The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action of suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, trustee, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper.

Extent of Indemnification. To the extent that a director, officer, employee or agent of the corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in sections 1 and 2 of this Article or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Determination. Any indemnification under this Article (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination of the officer, director, trustee, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in sections 1 and 2 of this Article. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding or (b) if such a quorum is not obtainable, or even if obtainable, if the Board so directs, by independent legal counsel in a written opinion.

Payment in Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board, as provided in section 4 of this Article, upon receipt of an undertaking by or on behalf of the director, trustee, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation as authorized in this Article.

Insurance The Board may exercise the corporation's power to purchase and maintain insurance on behalf of any person who is or was a director, trustee, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against liability asserted against him or her

and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such hereunder or otherwise.

Other Coverage The indemnification provided by this Article shall not be deemed exclusive of any rights to which those seeking indemnification may be entitled under the articles of incorporation, these bylaws, agreement, vote or disinterested directors or trustees, the New Mexico Nonprofit Corporation Act, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be a director, trustee, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such a person.

Article X

Execution of Instruments; Loans; Checks and Endorsements; Deposits; Proxies

Execution of Instruments The President shall have power to execute and deliver on behalf and in the name of the corporation any instrument requiring the signature of an officer of the corporation, except as otherwise provided in these bylaws or where the execution and delivery thereof shall be expressly delegated by the Board to some other officer or agent of the corporation. Unless authorized so to do by these bylaws or by the Board, no officer, agent or employee shall have any power or authority to bind the corporation in any way, to pledge its credit or to render it liable pecuniarily for any purpose or in any amount.

Loans. No loan shall be contracted on behalf of the corporation, and no evidence of indebtedness shall be issued, endorsed or accepted in its name, unless authorized by the Board. Such authority may be general or contained to specific instances. When so authorized, the officer or officers thereunto authorized may effect loans at any time for the corporation from any bank or other entity and for such loans may execute and deliver promissory notes or other evidences of indebtedness of the corporation and, when authorized as aforesaid, as security for the payment of any and all loans (and any obligations incident thereto) of the corporation, may mortgage, pledge, or otherwise encumber property at any time owned or held by the corporation, and to that end may execute and deliver such instruments as may be necessary or proper in the premises.

Checks and Endorsements. All checks, drafts or other orders for the payment of money, obligations, notes or other evidences of indebtedness, bills of lading, warehouse receipts, trade acceptances, and other such instruments shall be signed or endorsed by such officers or agents of the corporation as shall from time to time be determined by resolution of the Board. All disbursement checks shall have two (2) party signatures.

Deposits. All funds of the corporation not otherwise employed shall be deposited when received to the corporation's credit in such banks or other depositories as shall from time to time be determined by resolution of the Board, which resolution may specify the officers or agents of the corporation who shall have the power, and the manner in which such power shall be exercised, to make such deposits and to endorse, assign and deliver for collection and deposit checks, drafts and other orders for the payment of money payable to the corporation or its order.

Proxies. Unless otherwise provided by resolution adopted by the Board, the President may from time to time appoint one or more agents or attorneys in fact of the corporation, in name and on behalf of the corporation, to cast the votes which the corporation may be entitled to cast as the holder of stock or other securities in any other corporation, association or other entity, any of whose stock or other securities may be held by the corporation, at meetings of the holders of the stock or other securities of such other corporation, association or other entity, or to consent in writing, in the name of the corporation as such holder, to any action by such other corporation, association or other entity and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent and may execute or

cause to be executed in the name and on behalf of the corporation and under its corporate seal, or otherwise, all such written proxies or other instruments as he or she may deem necessary or proper in the premise.

Article XI

Rights and Obligations of the Corporation and Members

Assessments. The Board of Directors shall fix, levy and collect assessments as approved by the members at the annual meeting or at a special meeting called for that purpose and in the manner and for the purposes specified in the declaration and the members shall pay assessments as provided by the bylaws. Included in the assessment shall be a one time initiation fee of \$150 or other amount as determined by the Association, which shall be levied upon lot owners purchasing their lot(s) after January 1, 2002 and shall be collected at settlement and forwarded to the Country Club Estates Homeowners Association.

Failure to Pay Assessments. If assessments are not paid on the date due then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representative and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to the successors in title unless expressly assumed by them. If the assessment is not paid within thirty days after the delinquency date, at the option of the Association, the entire unpaid balance of the assessment shall become due and payable and the assessment shall bear interest from the date of delinquency at the rate of twelve (12) per cent per annum. In such event, the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the Court, together with the cost of action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common Properties or abandonment of his lot.

Other Rights and Obligations. The corporation has agreed or will agree with Country Club Estates Homeowners Association, Inc. to perform all obligations and duties and to exercise all rights and powers of the association as set forth in the declaration. All the relative rights and duties of the corporation and the members as therein prescribed shall be binding on the parties to the same extent as if set forth in full in these bylaws. In case of a conflict or inconsistency between these bylaws and the declaration, the declaration shall control.

Parliamentary Authority. The parliamentary rules contained in Robert's Rules of Order shall govern in all cases where they do not conflict with any rules of procedure adopted by the association.

Article XII

Fiscal Year

The fiscal year shall be the calendar year.

The undersigned President and Secretary of Country Club Estates Homeowners Association, Inc. hereby certify that the foregoing is a true and correct copy of the Bylaws adopted by the directors on 2nd day of May, 2002, and as amended by vote of the general membership the 25th day of January 25, 2003.

President
Norman Walsh

Secretary
Barbara Hamilton

Revised January 28, 2017

Operating Guidelines of the Architectural Committee

We are all neighbors and property owners in Country Club Estates and strive to live together harmoniously. As owners, we agreed to abide by and faithfully observe the provisions of the Declaration of Restrictions for our community.

The Architectural Committee has the responsibility to each and every homeowner to assure that the restrictions detailed in the Declaration of Restrictions are complied with to everyone's mutual benefit and of course are applied uniformly and fairly.

Further, the Declaration of Restrictions, Section 30 Interpretation, states:

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the real property and improvement thereon.

In fulfilling its duties in evaluating all applications and other issues brought before it, the Committee must indeed place a very high value on the needs, opinions and wishes of the CCEHA members and balance such with those of the petitioner within the construct of the Declaration. While a harmonious resolution is desired, such may not always be possible.

The Board of Directors may from time to time develop and adopt policies, positions and procedures relevant to development and operation of Country Club Estates including those that direct the activities of the Architectural Committee. The Committee will follow all such Board directives.

In order to conduct the business of the Architectural Committee (hereinafter the Committee) as detailed in, and in the spirit of, the Country Club Estates Declaration of Restrictions, the Architectural Committee hereby adopts these operating guidelines.

These guidelines and any future changes and amendments thereto, must be duly approved by the Board of Directors of the Country Club Estates Homeowners Association (hereinafter the Board).

If any part of these guidelines is determined to be in conflict with the Declaration of Restrictions (hereinafter the Declaration) or the Bylaws the Declaration and/or Bylaws, shall apply. Determination of such compliance or non-compliance shall be at the sole discretion of the Board. The members of the Committee shall serve at the pleasure of the Board.

I Means of Initiation of Committee Action

Any member in good standing of the Country Club Estates Homeowners Association (hereinafter either Association or CCEHA) must present plans for proposed alterations to their own property. Such alterations should be those that are described in the Declaration or other alterations, although not specifically described, which would be alterations in the spirit of the Declaration. Such plans should be in sufficient detail, including information on any governmental approvals and permits needed, applied for or received, to enable proper review by the Committee. The Committee may request such additional information as is needed for proper review.

Any member of the CCEHA or the Board may present a petition to the Committee for consideration of anything they feel is a violation of the provisions of the Declaration. A request for such consideration shall cite the specific section of the Declaration the petitioner feels is in violation and be in writing to any Committee member.

Any person or entity bringing such action in this Section is hereinafter termed petitioner.

The Committee may initiate action on any violation on its own determination of such violation.

II Process of Committee Action

When a matter comes before the Committee by process of Section I above, the Committee shall undertake the following process:

1. If the matter was brought before the Committee by a petitioner other than the homeowner, the Committee will also notify the homeowner in writing that such matter was received. Oral requests of the Committee will not be honored. The Committee may make community notice of such matter being received by the Committee.
2. The Committee shall meet and determine whether the matter falls under the Declaration restrictions per se, or the spirit of the Declaration, and is a matter that should be under Committee consideration. The Committee may determine that information furnished is inadequate and additional information may be requested.
3. If the Committee determines the matter is not under Committee jurisdiction for consideration, the Committee shall notify the petitioner and/or any relevant homeowner of such in writing within 15 days and may make community notice thereof.
4. If the Committee determines the matter is appropriate for Committee consideration and all necessary information for proper review has been furnished, it shall duly review the matter and make a determination of compliance or non-compliance with the Declaration. The petitioner and/or homeowner will be notified in writing of such determination within 15 days of receipt of a complete application or petition. Community notice may be made thereof.
5. If the Committee finds that the owner is in non-compliance, the committee will notify the Board of Directors who will then send a letter of Notice of Violation of Restrictions, giving the owner up to 45 days (as determined by type of violation) to remedy the violation. Such notice will be delivered to the property owner in accordance with Section 23 of the Declaration. Community notice may be made thereof.

Timeline to Correct Violations:

Weeds on Property:	15 Days from date of Notice
General Maintenance of Property:	30 Days from date of Notice
ie: Clean up dead or overgrown trees/shrubs, so as not to hinder service vehicle traffic in alleyways, pedestrian traffic on sidewalks or pose a threat to neighboring property.	
Maintain appearance of walkways and drive ways	
Repair/replace damaged wood features	
Maintenance of Structure:	45 Days from date of Notice*
ie: Paint/stain all stucco and exposed wood features as needed	
*Depending upon time of year, since we can't paint in certain temperatures.	

III Possible Committee Actions

Committee decisions on any petition or other action will be by majority vote (2 out of 3).

The Committee will report on petitions received and actions taken on any matter at the regular Board meetings as well as other times as may be determined necessary.

Committee actions on any petition may result in any one of the following:

1. No action taken because the Committee determines the action proposed is consistent with, or with the spirit of, the applicable Declaration restrictions. Petitioner and/or owner are notified and action may proceed precisely as described in the petition. No action taken may also result from insufficient information being provided.
2. Committee determines petition is in violation of Declaration restrictions and either disapproves it or approves it contingent on compliance with any Committee conditions or changes the Committee deems necessary to bring the petitioned alteration into compliance. The Committee may alert the Board of its decision prior to notification to the petitioner and/or owner. The Committee will provide results of such Committee action to the petitioner and/or owner in writing.
3. If an owner proceeds to implement any alteration under consideration by the Committee, or any alteration disapproved by the Committee, or the alteration is a non-petitioned violation of the Declaration restrictions, the Committee will **ask the Board of Directors** to prepare a Notice of Violation of Restrictions. Such notice will be delivered to the property owner in accordance with Section 23 of the Declaration. If the owner ignores such Notice, Sections 29, 30, 31 and any other applicable Section may be implemented by the Committee.
4. **If an owner fails to comply with a Notice of Violation of Restrictions in the allotted time frame, the Committee may pursue the Owner for the violation in any of the following ways (depending on the type of violation): recording a Notice of Claim of Breach (pursuant to Paragraph 21 of the Declaration), pursuing self-help to cure the violation and charging the Owner for the cost thereof (pursuant to Paragraph 22 of the Declaration), and/or recording a Certificate of Assessment of up to \$1,000 (as determined by type of violation). In any and all cases, the committee shall inform the Board of Directors of any proposed action against an owner and require board approval prior to implementing such action.**

Fines for Violation of Restrictions:

Weeds on Property:	\$200
General Maintenance of Property:	\$500
Maintenance of Structure:	\$1000

IV Non-Agreement with Committee Determination

Any petitioner and/or homeowner may disagree with any Committee determination. They should immediately notify the Committee in writing providing reasons for such disagreement.

1. For good and valid reasons, the Committee may revise its initial Determination.
Any Determination may include conditions to bring the submitted or petitioned action into compliance with the Declaration.
2. Any unresolved dispute between a homeowner and the Committee will be resolved in accordance with Section 29 Arbitration, of the Declaration.
3. Any dispute between an owner and adjoining owner, or between an owner and any other petitioner relative to the provisions of Section 29 Arbitration of the Declaration, shall be detailed in writing by each of the disputing parties and submitted to the Committee.

V Community Notice

Additional to the notices required under Article 23 of the Declaration, the Committee in its sole discretion may also make community notice of any petitions received and actions taken thereon. Community notice may take any form the Committee determines, including posting on bulletin boards at the Clubhouse.

VI Conceptual Review

An alteration may be thought of as having two planning stages - concept and details. Review of a concept could forestall expensive preparation of detailed plans should the concept be determined to not be in concert with the Declaration. Any person may present early stage preliminary plans sufficient for conceptual review by the Committee. Any person may find this of benefit where some possible or perceived inconsistency or violation of the Declaration restrictions may result from the alteration. This early review could prevent unnecessary expenditure of effort and funds. Approval at concept stage still requires detailed plan review and approval by the Committee and is not to be considered assurance of such final plan approval.

VII Duration of Approval

1. Some alterations will be accomplished to benefit the current owner. Such alterations may be of no use to a resale owner who may not want or properly maintain the alteration.

The Committee in its approval, may require the current owner to properly remove the alteration upon resale unless the resale owner agrees that he needs and will properly maintain the alteration.

2. For other alterations of a temporary or non-permanent nature the petitioner will specify, within the petition, the duration of the alteration and adequate plans for its proper and prompt removal, cleanup, etc.

Although any petition approval by the Committee may not include or address, for whatever reason, removal and cleanup, this does not preclude the Committee from later consideration and action in this regard.

VIII Premature Alterations

Expenditure of funds or performance of work by an owner, whether or not substantial, in premature achievement or performance of an alteration that should have previously been submitted to the Committee for review, shall be totally disregarded by the Committee and not enter or influence in any way the Committee decisions.

IX Rented Property

Owners that are renting their property are as responsible for its maintenance and upkeep in accordance with the Declaration as owners in residence. Absentee owners are urged to make their renters aware of what they may need to do to assist the owner in complying with the Declaration. Owners should maintain current contact information such as addresses and telephone numbers with the Board.

X Vacant Property

Owners of vacant property must assure that lots with living units are maintained consistent with the provisions of the Declaration. As an example, allowing weeds to grow is a cause for concern and owners are urged to have someone available locally to periodically inspect and correct any such property deficiencies. Owners should maintain current contact information such as addresses and telephone numbers with the Board.

XI Actions of Grantor

The Committee has no jurisdiction relative to many of the actions of the Grantor as specified in various Sections of the Declaration. Any person may feel that the Grantor has done, or is doing, something detrimental to the community. In such instances, the person should contact the Board.

XII Amendment to Declaration

Some matters before the Committee may be of such significance, import and precedence to the Association that the Committee may determine the best course of action would be a recommendation to the Board that Declaration Article 32 Amendment be implemented.

This avenue is, of course, open to any CCEHA member.

XIII "Grandfathering"

All owners accepted and agreed to abide by the provisions of the Declaration, in particular Article 34, Binding Effect. Alterations performed by an owner prior to formation of the Association are not necessarily exempt from Committee review and jurisdiction. An alteration done prior to formation of the Association that was clearly in violation of the Declaration at that time and is still in violation is still liable to Committee review.

XIV Governmental Review

All required governmental reviews, approvals, inspections and the like of the alteration must be obtained and are a totally separate process; thus, an owner must also comply with the Declaration of Restrictions.

XV Position Papers

In order to achieve consistency and improve the quality of its decisions, the Committee from time to time may generate position papers dealing with how decisions will generally be made relative to certain and very specific Declaration restrictions. These would be submitted to the Board for its approval before adoption and use by the Committee.

These policies may change as experience and situations evolve and change.

XVI Conflict Of Interest

From time to time, an individual Committee member may request action by the Committee on an improvement to their own property; or an action concerning a Committee member may come before the Committee via the mechanisms of Section I above. In such situations, the Committee member shall declare himself or herself excused from the Committee relative to that particular action. The Committee shall then request the Board to appoint an interim member to act as a duly appointed Committee member solely on that action. The Board, at its pleasure, may also remove a Committee member if, in its sole discretion, it determines the member may have a conflict of interest in any action before the Committee.

XVII Temporary Appointments

In addition to the temporary appointment outlined in Section XVI, Conflict of Interest, in other instances it may be necessary for the Board to fill a Committee position temporarily.

Example: A Committee member is on extended leave whereby he/she is unable to fulfill the Committee duties. In such an instance, the member is to notify the Board in writing of their unavailability whereupon the Board, or a Board member designated by the Board, will act to temporarily replace the unavailable member.

XVIII Other Committee Responsibilities

1. At the Board's request, prepare budget estimates for operation of the Committee as an element of the annual budget.
2. Endeavor to work within the approved budget allotment to the Committee. In this regard, determine priorities for expenditures within the budget based on any shortfall between the submitted and approved budgets.

Cooperate, coordinate and work with the Board and other Committees.

XIX Definitions and Clarifications

Petitioner - person who submits application or other request for action to the Committee. Such person must have standing in CCEHA as a member of the Association.

Person objecting to petition - person must have standing in the CCEHA as a member of the Association.

Grantor – as defined by the Declaration of Restrictions.

Homeowner or owner - any person owning real property in Country Club Estates. This may be a lot owner or a living unit owner and must have standing as a member of the Association.

Homeowners who are delinquent in paying assessments do not have standing in the Association, or who are found for other reasons not to have standing in the Association, may not bring actions or petitions before the Committee. However, petitions and actions may be brought against them as if they were in good standing. Standing is a determination of the Board.

The above Operating Guidelines of the Architectural Committee are approved by the Board of Directors of the Country Club Estates Homeowners Association this 7th day of March, 2002.

Norman F. Walsh, President

Harold R. Wheeler, Vice President

Barbara Hamilton, Secretary

Jane Franklin, Treasurer

Roy Poole, Director

Marie Miller, Director

Policies and Procedures for Complying with Regulations Relative to Age 55 or Over Communities

Date: April 4, 2002

Statement of Overall Policy

In response to the Housing for Older Persons Act of 1995, HUD has promulgated regulations (24CFR100.304 through 24CFR100.308) dealing extensively with property intended for housing age 55 or over residents and governed by a homeowner's association.

These regulations require substantial effort on the part of the Grantor, the Country Club Estates Homeowner's Association, Inc. (CCEHA) and all Country Club Estates (CCE) homeowners to assure compliance with the HUD regulations relating to housing for persons 55 years of age or older.

Discussion and Overall Policy

A development and association can specify any percentage figure for age 55 or over occupancy as long as it is 80 percent or more. See 24CFR100.305(h) copied in Section 13 below. To comply with the filed Declaration of Restrictions, the following must take place:

All sales, re-sales, leases, rentals and lease and rental renewals of real property in CCE, whether by the Grantor or any other owner, agent or assign, must have prior written approval from the Board, or a committee duly authorized by the Board for purposes of conducting and maintaining records of age verification surveys, prior to finalizing such sale, resale, lease, rental, or lease or rental renewal. The Grantor or any other owner, agent or assign must furnish written affidavits from the proposed grantee or renter providing certification that a person age 55 or over will be in residence on the property upon completion of sale or lease agreement or if a sale, at such time a living unit is constructed. The affidavit must contain a copy of any one of the documents specified in Section 10 below for the residents age 55 or over. If no occupant is at least age 55, then the Board must verify whether the sale or rental would violate the percentage specified in the filed Declaration of Restrictions. The Board may either approve or disapprove the sale or lease dependent upon whether or not the sale or lease would cause violation of the percentage stipulated in the filed Declaration of Restrictions.

The Board will conduct and continually maintain a verification of age survey of all homes. A complete age verification survey will be conducted by the Board at least every 2 years.

The following policies and procedures are intended to be consistent with the age 55 or over Declaration of Restrictions percentage requirement for occupation of CCE living units

ASSOCIATION POLICIES AND PROCEDURES TO COMPLY WITH 24CFR100.304 through .308 and the Appendix

The intent of Country Club Estates is to be a housing development for persons age 55 or older. All actions taken by the Association and the Grantor are intended to achieve at least the minimum percentage of residents age 55 or over required in the official Declaration of Restrictions and as permitted by HUD.

Following are the Association policies and procedures as referenced to specific HUD regulations:

1. HUD 100.306(a)(1), (2). The manner in which the community is described to prospective residents; and any advertising designed to attract prospective residents is relevant.

CCEHA Policy and Procedure. This requirement falls mainly to the Grantor and will include all media advertising including any websites. The community will be described as an age 55 or over community and will reference the percentage of age 55 or older residents required in the filed Declaration of Restrictions. The Grantor must get approval from the Board for any sale to a person where no resident is age 55 or older. The Grantor must provide the Board, prior to sale, documented proofs of the ages of all residents.

Current owners in subsequent selling and renting their property must specify that since CCE is an age 55 or over community, all buyers must certify in writing in the purchase or rental agreement that at least one resident will be age 55 or over. If no proposed resident is age 55 or older, the seller or renter must have Board approval for such sale or lease. Owners must provide the Board with documented proof of the ages of at least one resident age 55 or over that will occupy the living unit after the sale.

This applies to For Sale by Owner and Realtor listed properties. All advertising of the property and home fact sheets must specify that upon sale at least one resident must be age 55 or over. Any sale where no resident is age 55 or over requires Board approval.

Owners must have the certification in Appendix I in the purchase agreement and provide the Board with documented proof of the ages of at least one age 55 or over resident that will occupy the living unit after the sale.

In all the foregoing cases, the Board must be furnished one copy of any one of the required documents under Section 10. below

The foregoing including age documentation, while appearing restrictive, is required by HUD. See Section 9 below. The Board must maintain complete and up-to-date age records for every residence, whether owner occupied, vacant or rented. The percentage of age 55 or over residents as required in the filed Declaration of Restrictions is very important to be able to prove compliance with HUD regulations.

All prospective buyers and renters from the Grantor or from current owners are to be alerted in writing that age verification surveys will be undertaken prior to the first occupation and periodically thereafter.

The Board will notify all local realtors in writing of the restrictions in CCE.

2. HUD 100.306(a)(3). Lease provisions are mandated.

CCEHA Policy and Procedure. All owners seeking to rent or lease their properties must advise prospective renters by inclusion of written language in the lease of the Declaration of Restriction age 55 or over restriction including the percentage specified in the filed Declaration of Restrictions. Rental to anyone where no resident is at least age 55 requires Board approval.

No properties can be rented to anyone who will not furnish documentation required in Section 10 below and certify in writing that they will be in compliance (at least one person living there must be age 55 or over). Further, the renters must be notified in the lease that age verification surveys will be undertaken periodically. The lease must state that non-compliance of renters will be cause for lease cancellation. No current renters will be allowed to renew their lease unless they can show compliance with the foregoing. Owners who are now renting must immediately notify their tenants in writing of this requirement and any new lease will require the certification in Appendix I.

3. HUD 100.306(a)(4). Written rules, regulations, covenants, deed or other restrictions are mandated.

CCEHA Policy and Procedure. The filed Declaration of Restrictions is in compliance with HUD requirements and will be enforced by the CCEHA Board. These policies and procedures are also intended to comply with HUD requirements for written policies and procedures. These policies and procedures will be furnished to all existing and prospective homeowners

4. HUD 100.306(a)(5)&(6). The maintenance and consistent application of relevant procedures is required and the actual practice of the community is important.

CCEHA Policy and Procedure. It is the stated policy of the Board of the Country Club Estates Homeowners Association to vigorously follow and enforce these policies and procedures.

5. HUD 100.306(a)(7). Public posting in common areas of statements describing the community as housing for persons 55 years of age or older is required.

CCEHA Policy and Procedure. The Board will assure that such notice is posted inside and outside any community clubhouse owned by the CCEHA. The Board will further work with the Grantor and owners to see: 1. that such notice is posted in any office dealing with sales and promotion of CCEHA. 2. that such notice is posted in all model and other homes open to the public. 3. that any realtors dealing with sales in Country Club Estates post such notice in the homes they are showing and be prominently mentioned in any literature and fact sheets pertaining thereto. 4. that the Board considers any Grantor website to be a virtual common area and will make such notice prominently in the website.

6. HUD 100.306(b). Phrases such as “adult community” or similar statements in any written advertisement or prospectus are not consistent with the intent that the community intends to operate as housing for persons 55 years of age or older.

CCEHA Policy and Procedure. The Board will work with the Grantor to change any such wording in existing and future indoor and outdoor advertising including promotional banners, signs, displays, websites and prospectuses.

7. HUD 100.306(c). Language in any deed or other community document must be consistent with the intent to provide housing for persons who are 55 years of age or over.

CCEHA Policy and Procedure. The Board believes that the filed Declaration of Restrictions, the bylaws and these policies and procedures are in compliance with this HUD requirement.

8. HUD 100.306(d). A community may allow occupancy by families with children as long as it meets the requirements of Secs. 100.305 and 100.306(a).

CCEHA Policy and Procedure. The Board believes that the filed Declaration of Restrictions stating “No person under the age of 18 years may reside in or occupy a living unit, provided that temporary stays are permitted up to a total of sixty (60) days in a calendar year. The number of permanent residents shall be no more than three.” is in compliance with HUD requirements. The verification of age surveys will require information on persons under age 18.

HUD 100.307 Verification of occupancy is required.

9. HUD 100.307(a). In order for a community to qualify as housing for persons 55 years of age or older, it must be able to produce, in response to a complaint filed under this title, verification of compliance with Sec.100.305 through reliable surveys and affidavits.

CCEHA Policy and Procedure. The Board of CCEHA will undertake a comprehensive age survey of all living units in CCEHA immediately upon adoption of these policies and procedures. The Board will appoint a committee to undertake such a survey in strict accordance with HUD requirements and these policies and procedures.

10. HUD 100.307(b). A community shall within 180 days of the effective date of this rule, develop procedures for routinely determining the occupancy of each unit, including the identification of whether at least one occupant is 55 years of age or older. Such procedures may be part of a normal leasing or purchasing agreement.

CCEHA Policy and Procedure. The process for compliance with this provision is as follows:

Existing housing: All members of CCEHA and residents in CCE will be notified in writing by the Board that they will be undertaking a comprehensive door to door age survey of all living units. The Committee performing the survey will develop a standard form for all needed information and will assure that records of all survey results will be preserved for future information and to document compliance with the HUD procedures. A copy of any one of the following documents is required for verification of age of at least one age 55 or older resident.

Information to be acquired is:

Age of at least one occupant age 55 or older as verified by:

- Driver's license
- Birth Certificate
- Passport
- Immigration card
- Military Identification

Any other state, local, national or international official documents containing a birth date of comparable reliability.

A certification in a lease, application, affidavit, or other document signed by any member of the household age 18 or older asserting that at least one person in the living unit is 55 years of age or older.

The Board will consider any one of the forms of verification identified above as adequate verification of age or date of birth.

If the occupants of a particular living unit refuse to comply with the age verification procedures, the Board may, if it has sufficient evidence, consider the living unit to be occupied by at least one person 55 years of age or older. Such evidence may include:

Government records or documents, such as local household census.

Prior forms or applications.

A statement from an individual who has personal knowledge of the age of the occupants. The individual's statement must set forth the basis for such knowledge and be signed under the penalty of perjury. A sample form can be found in Appendix 1 below.

11. HUD 100.307(h). Surveys and verification procedures which comply with the requirements of this section shall be admissible in administrative and judicial proceedings for the purpose of verifying occupancy.

CCEHA Policy and Procedure. The Board will make all age verification procedures, surveys and records available by request at any administrative or judicial proceeding.

12. HUD 100.307(i). A summary of occupancy surveys shall be available for inspection upon reasonable notice and request by any person.

CCEHA Policy and Procedure Copies of the summary of any occupancy survey conducted by the Board will be made available to anyone upon written request to the Board.

13. HUD 100.305 is included below in its entirety.

Sec. 100.305 80 percent occupancy.

- (a) In order for a housing facility or community to qualify as housing for older persons under Sec. 100.304, at least 80 percent of its occupied units must be occupied by at least one person 55 years of age or older.

- (b) For purposes of this subpart, occupied unit means:

A dwelling unit that is actually occupied by one or more persons on the date that the exemption is claimed; or

A temporarily vacant unit, if the primary occupant has resided in the unit during the past year and intends to return on a periodic basis.

- (c) For purposes of this subpart, occupied by at least one person 55 years of age or older means that on the date the exemption for housing designed for persons who are 55 years of age or older is claimed:

At least one occupant of the dwelling unit is 55 years of age or older; or

If the dwelling unit is temporarily vacant, at least one of the occupants immediately prior to the date on which the unit was temporarily vacated was 55 years of age or older.

- (d) Newly constructed housing for first occupancy after March 12, 1989 need not comply with the requirements of this section until at least 25 percent of the units are occupied. For purposes of this section, newly constructed housing includes a facility or community that has been wholly unoccupied for at least 90 days prior to re-occupancy due to renovation or rehabilitation.

- (e) Housing satisfies the requirements of this section even though:

On September 13, 1988, under 80 percent of the occupied units in the housing facility or community were occupied by at least one person 55 years of age or older, provided that at least 80 percent of the units occupied by new occupants after September 13, 1988 are occupied by at least one person 55 years of age or older.

There are unoccupied units, provided that at least 80 percent of the occupied units are occupied by at least one person 55 years of age or older.

There are units occupied by employees of the housing facility or community (and family members residing in the same unit) who are under 55 years of age, provided the employees perform substantial duties related to the management or maintenance of the facility or community.

There are units occupied by persons who are necessary to provide a reasonable accommodation to disabled residents as required by Sec. 100.204 and who are under the age of 55.

For a period expiring one year from the effective date of this final regulation, there are insufficient units occupied by at least one person 55 years of age or older, but the housing facility or community, at the time the exemption is asserted: [[Page 636]] (i) Has reserved all unoccupied units for occupancy by at least one person 55 years of age or older until at least 80 percent of the units are occupied by at least one person who is 55 years of age or older; and (ii) Meets the requirements of Secs. 100.304, 100.306, and 100.307.

- (f) For purposes of the transition provision described in Sec. 100.305(e)(5), a housing facility or community may not evict, refuse to renew leases, or otherwise penalize families with children who reside in the facility or community in order to achieve occupancy of at least 80 percent of the occupied units by at least one person 55 years of age or older.
- (g) Where application of the 80 percent rule results in a fraction of a unit, that unit shall be considered to be included in the units that must be occupied by at least one person 55 years of age or older.
- (h) Each housing facility or community may determine the age restriction, if any, for units that are not occupied by at least one person 55 years of age or older, so long as the housing facility or community complies with the provisions of Sec. 100.306.

CCEHA Policy and Procedure The Board will comply with Section 100.305. Provisions of Section 100.305 will be applied in conducting and analyzing age verification surveys.

(All Board members are to sign and date upon adoption of this final Policy and Procedure.)

Policies and Procedures for Complying with
Regulations Relative to Age 55 or Over Communities
Appendix

Accepted as a Policy of the Board of Directors of Country Club Estates on April 4, 2002

Norman F. Walsh, President

Harold R. Wheeler, Vice President

Barbara Hamilton, Secretary

Jane Franklin, Treasurer

Roy Poole, Director

Marie Miller, Director

Country Club Estates HOA Age & Occupancy Certification

Country Club Estates is a housing development for persons age 55 or older, where at least 80 percent of the occupied units must be occupied by at least one person 55 years of age or older. In order to comply with all HUD regulations governing a 55 or older development, we are required to conduct age verification surveys every two years. HUD’s regulations governing 55-or-older housing at 24 CFR part 100, subpart E; Verification of occupancy states:

Section 100.307 provides that in order for a housing facility or community to qualify as 55-or-older housing, it must be able to produce, in response to a complaint alleging a violation of the Act, verification of compliance with § 100.305 through reliable surveys and affidavits. Paragraph (d)(7) of § 100.307 includes self-certifications in a list of documents considered reliable documentation of the age of occupants. The self-certification may be included in a lease or other document, and must be signed by an adult member of the household asserting that at least one person in the unit is 55 years of age or older.

I am 18 years of age or older and a member of the household noted below and I have personal knowledge of the ages of all the occupants of this household. I hereby certify that at least one of the occupants of this home is 55 years of age or older.**(check one):** **Yes**____ **No**____ I also acknowledge that no person under the age of 18 years is to reside in this household for more than 60 days per year, and the total number of persons living in this household will be no more than three.

This Home is **(check one)**: Owner Occupied _____ Renter Occupied _____

Occupant Name (Please Print): _____

Signature: _____

Date: _____

Country Club Estates Address: _____

Lot #: _____

Home Owner Name if different than above: _____

You are encouraged to obtain a complete copy of the **Country Club Estates HOA**, Policies and Procedures for Complying with Regulations Relative to Age 55 or Over Communities, which can be found on-line at www.cceha.com, located in the section labeled: Department of Housing And Urban Development (HUD). A copy of these Policies and Procedures can also be found posted at the Country Club Estates Clubhouse, and located in the Sales Office of the Developer, located at 3101 Slice Rd SE, and also available at the Luna County Courthouse.

Please return this signed form to: Age Certification C.C.E.H.A. 3209 Wedge Rd SE Deming, NM 88030

Revised Aug 28, 2012

Rules and Regulations for Use of the Clubhouse

Updated August 2011

1. The clubhouse is for the use of association members and their guests. The association member must be current in his/her assessments and be present at all times during their function.
2. The clubhouse must be reserved at least two weeks in advance by the responsible association member and will be reserved on a first come first served basis. The reservation contract must be approved by 2 board members and signed by the responsible association member. Primary board member approvers are the President and the Vice President. At this time, if the function is not a CCEHA sponsored activity, or the majority of the participants are not CCE association members, a security deposit of \$100 and proof of liability insurance will be required.
 - . A non-refundable fee of \$25 will be charged per single occurrence to cover the cost of utilities and use of equipment. (Coffee, soda and other items stored in the kitchen for use by the Activities Committee are not included). .
 - The \$25 fee per single occurrence will be waived if a majority of those in attendance are CCE association members. If damages are incurred, a fee will be assessed.
 - . The security deposit of \$100 will be refunded shortly after the event providing there has been no damage or necessary cleaning. Repair of damage beyond the deposit will be charged to the responsible association member and must be paid within two weeks.
3. In the event that the CCEHA Board has an unexpected or urgent need to use the clubhouse for a business meeting, anyone with a clubhouse agreement for a scheduled activity will be given a minimum of a 3 day (72 hours) notice that their activity will be canceled. If the activity required a \$100 deposit and \$25 fee, all monies will be refunded as soon as possible.
4. All association members and guests using the clubhouse do so at their own risk. Country Club Estates Homeowners Association is not responsible for the supervision of any person using this facility. The Association disclaims any and all liability for any accident or injury in connection with the use of the clubhouse by association members, their families or their guests. The responsible association member signing the contract is required to be present during the entire duration of the function to provide oversight.
5. Access to the clubhouse will be provided by the responsible association member who is required to be in attendance.
6. Smoking is expressly prohibited in the clubhouse at all times.
7. Association Members and their guests agree not to use tacks, staples or tape on the walls or ceilings during clubhouse use.
8. All music must be contained within the clubhouse and played at a volume not disturbing to neighbors. Residents may forfeit deposit if the Deming Noise Ordinance is violated.
9. All functions must end by no later than midnight.

10. Furniture and equipment may not be removed from the clubhouse for use elsewhere. During the activity the association member who rents the clubhouse may use whatever furniture and equipment is in the clubhouse. All furniture and equipment must be returned to its original position or storage place.

11. No pets are allowed in the clubhouse. Service animals are the exception.

12. The responsible association member reserving the clubhouse is responsible for the behavior and actions of all attendees, guests and visitors at the function.

13. Floors should be swept, kitchen and bathrooms cleaned, windows closed, air conditioning turned off, lights turned off, trash removed and all of the doors locked when leaving. The clubhouse must be in original condition at the conclusion of the event.

14. An association member may not reserve the clubhouse for their own financial gain or commercial purposes.

15. If there are abuses to the clubhouse privileges according to the rules posted or by the discretion of the Homeowners Association, the responsible association member will receive a written warning. A second offense will result in the responsible association member's privileges being revoked for a time period to be determined by the Board of Directors.

16. For any function, per the Fire Department, the number of people can not exceed the posted capacity according to the fire code.

Procedure to Reserve the Clubhouse Facilities

Updated August 2011

I. Association Member will contact a board member – primary contact is the President or Vice President to request usage of the clubhouse. Reservation may be made up to a maximum of six (6) months in advance.

II . The CCE Club House Usage Agreement will be signed by the responsible association member, reviewed by two board members and if the event requested is within the stated clubhouse rules, they will approve the agreement. The event will be posted on the community calendar.

III. When the security deposit of \$100.00 is required, the responsible association member will make a check payable to Country Club Estates Association.

IV. The security deposit may be retained by the association as part payment of any expense for cleaning, damage and/or loss to the association property. If the deposit is not sufficient to cover the fair value of such cleaning and property, then the responsible association member will be responsible to reimburse the association for any additional expense as determined by the board.

V. The security deposit is refunded when the following occurs:

a. The club house facilities and property are inspected for damage or loss by a board member and found in acceptable condition.

VI. When the non-refundable \$25.00 fee (for utilities usage) is required, a separate check from the security deposit made payable to Country Club Estates Association will be submitted by the responsible association member.

VII. At the conclusion of the event (or each single occurrence) the CCE Club House Usage Agreement is signed (again) acknowledging condition of clubhouse and property.

CCE Club House Usage Agreement

(Reoccurring Event Contract is valid only within the signing year.)

Responsible Association Member: _____

Phone Number: _____

Event Name: _____

Purpose: _____

Time Requested: ____:____ to ____:____ (both must be specified)

Date(s) Requested:

One time Event: _____

Recurring: _____

Attendees:

Majority of attendees are CCE members

YES NO

If YES, sign form and submit! If NO, there is a \$25 fee for each occurrence!

CCE Association sponsored event? YES NO

If NO, there is a \$100 deposit required

I am the responsible association member. I have read and agree to abide by the CCEHA clubhouse rules for the event above: To the best of my knowledge, the information provided is accurate.

(Signature)

Amount fees submitted: _____

Deposit Submitted: _____

Proof of Liability Insurance _____

Deliver to President or Vice President for handling

Approval: _____

(Signatures)

=====
Post Event Processing:

Condition of Clubhouse ____ Satisfactory ____ Unsatisfactory

Comments: _____

Deposit refund: Yes No

Amount: _____

Date: _____ Signature: _____

**COUNTRY CLUB ESTATES HOMEOWNERS ASSOCIATION
MULTIPLE LOTS OWNERS ASSESSMENT/VOTING WAIVER
ADMINISTRATIVE PROCEDURE**

Added September 2011

Article III, Paragraph 2 of CCEHA Bylaws state that “the owner of more than one lot may waive their right to vote the additional lot (s) by written notice to the Board. By doing so the owner will be required to pay only one assessment.” The following procedures outline the process for collecting and maintaining this information for the Board and using it to determine the annual dues assessment and for determining any homeowners meeting voting privileges.

1. The Treasurer of the CCEHA Homeowner’s Association, Inc., will collect, manage and maintain this information for use by the Board for determining the annual dues assessment billing and to provide the Nominations and Elections Committee with the correct number of votes that each multiple lot owner is entitled to cast at any future meetings for the current billing year.
2. A baseline of waivers will be established by mailing out waiver forms to all owners of two or more lots of record as of September 15, 2011 and due back to the Treasurer no later than October 15, 2011. This will be used to determine voting rights and billing charges for the 2012 annual meeting and each year after that until such time as the owner (s) of multiple lots notify the Treasurer of their wish to change their initial selection by requesting, completing, and submitting a new form.
3. After the initial baseline information is established, the Treasurer will provide to each new multiple lot owner (s) who become known either by the initial purchase of multiple lots or through repurchase of an existing home that is built on multiple lots, in the most expedient manner possible, the CCEHA Voting Waiver for Owners of Two (2) or More Lots.
4. Within one month of receiving the completed form from the new owner (s) of multiple lots, the Treasurer will bill said owner (s) for the appropriate initiation fee (s) and prorated annual dues based upon the choice that was made by the new owner. These fees will be due and payable no later than 30 days after the date of the billing for each new owner.
5. The completed Assessment/Voting Waiver forms will be permanently kept in a folder dedicated to these forms and kept with the Treasurer Records.
6. The Treasurer will notify the Nominations and Election Committee Chairperson each September of which homeowners are eligible to cast two (2) votes and therefore should be mailed two (2) ballots. This will be determined by the waiver forms on file as well as the homeowner having paid the current year’s annual dues assessment on time and being in good standing.

Last Revised August, 2011

Country Club Estates Homeowner's Association, Inc. (CCEHA)

Voting Waiver for Owners of Two (2) or More Lots

Added September 2011

Article III, Paragraph 2 of the Bylaws of CCEHA states that . . . “an owner of more than one lot may waive their right to vote the additional lot (s) by written notice to the Board. By doing so the owner will be required to pay only one assessment.”

As Owner (s) of record on _____, I (we) the undersigned, owning two (2) or more lots (**adjoining or non-adjoining**) in Country Club Estates of Deming, New Mexico declare, in accordance with the above cited bylaw, **ONE (1)** of the following choices:

**PLEASE SELECT AND SIGN ONLY ONE (1) OF THE
OPTIONS BELOW AS YOUR CHOICE**

Please consider this as written notice to the CCEHA Board that Owner(s) of the following lots (# _____ & # _____) choose to have a vote for each lot. It is understood that this will incur and be charged the annual dues assessment for each lot owned. As Owner(s) it is further understood that this choice will be ongoing until such time notification is given to the Board in writing that a change is to be made. As a result, Owner(s) agrees to pay the incurred dues assessments for each lot each year as well.

Owner(s) Signature Date

Owner(s) Signature Date

Please consider this as written notice to the CCEHA Board that as Owner (s) of the following lots (# _____ & # _____) waives the right to vote more than one (1) lot. It is further understood that this will only incur annual dues assessments as if only one (1) lot was owned. It is further understood that this choice will be ongoing until such time as the Board is notified in writing that a change is requested.

Owner(s) Signature Date

Owner(s) Signature Date

Last Revised August 2011

Board Member Policy

As a board member you have a fiduciary duty to Country Club Estates Homeowner's Association, Inc. (CCEHA)

The primary duties are:

Duty of Care:

- Attendance and participation at board meetings
- Attendance and participation at committee meetings
- Written minutes of meeting approved
 - Support of board actions by "prudent person" rules
 - Knowledge of books and records
- Accurate record keeping

Duty of Loyalty:

- Complete and undivided loyalty without self interest

Duty to Manage Accounts

- Keep group fiscally sound
- Use funds in responsible manner
- Keep accurate records
- Establish appropriate checks and balances
- No one person should retain total control over finances

Duty of Compliance

- Familiarize with articles of incorporation, by-laws or other governing documents
- Familiarize with state and federal laws related to non profit groups
- Comply with registration and reporting requirements

Summary

Board members need only be active and involved, use sound judgment, responsibly and in fairness to CCEHA and always have the CCEHA's best interest foremost in all actions.

CCEHA Board of Directors Administrative Policies

Updated March, 2013

President

In addition to duties as defined within the description of the position of the President:

- The President shall be authorized to approve the bills submitted to the Treasurer.
- The President shall be authorized to cosign the checks presented by the Treasurer for the purpose of paying authorized bills.
- Will assist Secretary to maintain Address, Lot, and Telephone listing for CCEHA. Email and mail this listing to the membership; as well as print paper copies for the clubhouse. One copy to go in the binder that remains in the clubhouse.
- Maintains, sends, reads email accounts for CCEHA and CCEHA Community emails. This includes maintaining the email addresses of all members that have them and ask to be included in emails.
- The board has an over-site responsibility with the various committees serving the CCEHA community. The president has the responsibility to ensure the board performs this duty. The committees have a responsibility to provide community feedback by reporting status at board meetings and to be fiscally responsible. The board will provide operating objectives for the various committees, as needed to meet the community goals.
- The president will act as the primary contact with the associations' legal counsel. Selected other board members will serve as alternate contacts. The CCEHA legal counsel works for the association. Community concerns / issues can be brought to the board by community members. The board will forward concerns / issues that require an attorney's advice or action to the legal counsel. The board will communicate the results of the items forwarded to the attorney to the community.

Vice-President

In addition to the duties as defined within the description of the position of the Vice-President:

- The Vice President shall perform such duties as shall be assigned by the Board of Directors or as these bylaws may subscribe.
- The Vice President shall assume the duties of the President in his absence. The Vice-president will assist and coordinate with the President and the Board those issues which affect the Association.
- The Vice-president will have one (1) vote in the Board meeting on all matters considered by the Board for the purpose of decisions by the Board.
- The Vice-president shall be authorized to approve the bills submitted to the Treasurer.
- The Vice-president shall be authorized to cosign the checks presented by the Treasurer for the purpose of paying authorized bills.
- The Vice-president shall be charged with maintaining Age Verification records, reporting at meetings and doing the even numbered year audit as prescribed by Housing and Urban Development (HUD).
-

Secretary

In addition to the duties as defined within the description of the position of the Secretary:

- Conduct Board meetings, regular or special, in the absence of the President and the Vice-President
- In addition to posting the board meeting, special or other regular meeting minutes on the bulletin board in the clubhouse, mail (to those homeowners that have requested a paper copy) these minutes to the membership. Notify the webmaster that the minutes are ready to be posted on the CCEHA website.
- Following the Annual Membership Meeting in January (4th Saturday of January), notifies Bank, Insurance Company, CCE Attorneys of current board member composition.
- In February of the even numbered years provide most current address, lot and telephone listing to HUD Committee Chair for process to verify HUD compliance.
- In January, each year send out requests for volunteers for the committees the board deems necessary for the community. Posts sign-up sheets in the clubhouse. Notifies the webmaster of the committee members for posting on our CCEHA website.
- Backs up all online written correspondence and the meeting minutes and reports on the CCEHA external hard drive. Maintains copies of all correspondence in the Secretary binder and the locked file cabinets in the clubhouse.
- The Secretary shall be authorized to approve the bills submitted to the Treasurer.
- The Secretary shall be authorized to cosign the checks presented by the Treasurer for the purpose of paying authorized bills.
- Will maintain Address, Lot, and Telephone listing for CCEHA. Email and mail this listing to the membership; as well as print paper copies for the clubhouse. One copy to go in the binder that remains in the clubhouse.
- Maintains, sends, reads email accounts for CCEHA and CCEHA Community emails. This includes maintaining the email addresses of all members that have them and ask to be included in emails.
- File an Annual Corporation Report with the New Mexico Secretary of State on or before May 15th. The SoS web site is located here:
[https://portal.sos.state.nm.us/Corps/\(S\(zxwdqkfjuhq0yvvhvjkqcjfh\)\)/Welcome.aspx](https://portal.sos.state.nm.us/Corps/(S(zxwdqkfjuhq0yvvhvjkqcjfh))/Welcome.aspx)
Login and follow the e-Filing User Guide at the top of the page for directions.

Treasurer

In addition to the duties as defined within the description of the position of the Treasurer:

- Obtain most current list of lot owners in Country Club Estates from the Association Secretary for the generation of the Annual Assessment Statement to each lot owner no later than December 1 of each year.

Print the Assessment Statements and mail them to each lot owner. These assessments are due within 30 days from the date of the Annual Meeting. Prepare the reports for the CPA to do the Corporate Tax Return. This return is due by April 15 of each year. Check the Association mailbox at least once a week except during the months of February and March which should be at least three times per week due to large volume of mail received at that time for the Annual Assessment Statements. Direct all Association mail received that is not the business of the Treasurer to the appropriate Board Member or Committee Chair for action.

- Collect all checks received for deposit.
- Make a list of all checks received indicating which lot owner has paid by both name and lot number.
- Fill out deposit slips for the bank and make a copy of it as well as each check being deposited prior to taking to the bank.
- Collect receipts and Reimbursement Requests for approved Association expenses from community members.
- Complete Check Request form for each bill and reimbursement to be paid and obtain appropriate signatures when necessary. Create by April 15 a list of all lot owners still not paid.
- Send letter to all lot owners still not paid reminding them that their dues have not been paid and giving them 15 days in which to pay and outlining what steps will be taken for collection if not paid within that timeframe.
- Create by May 15 a list of lot owners who have still not paid and at that time issue new statements for those lot owners with interest calculated. These bills to be sent out monthly with interest accruing monthly until paid. At the same time, appropriate additional steps will be initiated, as approved by the Board, to collect these outstanding bills and appropriate approved sanctions will be imposed.
- Record all check requests presented for payment in the Association Laptop and maintain an ongoing Monthly Budget Report tracking income received for the year from all sources and monthly and year to date expenses paid against the approved budget line items to obtain a current monthly budget balance.
- Obtain two signatures from authorized board members for each check to be paid. Mail bills and make arrangements for community members to pick up reimbursement checks. Prepare Balance Sheet and Profit and Loss statements for presentation to board at the monthly meeting.
- Present Monthly Budget Report to the Board at the monthly meeting.
- Serve as the Board Liaison to the Budget Committee.
- Create and get to the Budget Committee an annual estimated budget report for the current year by October 1 for use by the Budget Committee in formulating the next year's budget.

- Contact all Committee Chairpersons during the first week of September and request that they submit their budget requests for the upcoming year to the Budget Committee no later than October 1 of each year

Directors

In addition to the duties as defined within the description of the position of the Directors:

- A Directors job is to listen to input from the people of CCEHA and act as a Representative for all the people of CCEHA at all Board meetings. The Director serves in a manner that the director believes to be in, or not opposed to, the best interests of CCEHA and with the same care as anyone under similar circumstances in that position. The Director relies on factual information, opinions, committee reports and financial statements and other data to reach decisions in matters of voting on issues that come before the Board of CCEHA.
- Directors will be the board's liaison to committees.

Board Meeting Content – suggested content includes, but is not limited to, the following:

Open session for non-board members to participate

- Call Meeting to order
- Unfinished Business
- New Business
- Committee Reports
- Adjourn, after determining date of next board meeting

Board meeting Considerations

- New Business and Unfinished Business
 - Any business brought before the board requiring significant discussion, documentation, or research shall be forwarded to the board members several days in advance of the applicable board meeting. This allows sufficient time for reading, researching and/or evaluation prior to discussions within a board meeting. If this has not been done, the board may exercise the option to hold discussions until such a time as board members are prepared.
- Board meetings may be attended by any member of the homeowners association, who are in good standing on a non-participatory status.
- In the optional open session, member's comments are to be kept short to allow opportunity for other members to speak. At all times the CCEHA Discussion Ground Rules will be in effect as in the Annual meeting.

We all recognize that any job description must be flexible in its form as all of us our serving as volunteers with many other commitments and interests to fulfill. To that end nothing here is intended to be all inclusive

Document Retention and Destruction Policy

Including Locations of Documents

This document represents the policy of Country Club Estates Homeowner's Association, Inc., hereafter known as CCEHA with respect to the retention and destruction of documents and other records, both in hard copy and electronic media which may be referred to as "documents" in this policy.

The purpose of this policy include (a) retention and maintenance of documents necessary for the proper functioning of the organization as well as to comply with applicable legal requirements; (b) destruction of documents which no longer need to be retained; and (c) guidance for the Board of Directors and officers with respect to their responsibilities concerning document retention and destruction.

Notwithstanding the foregoing, CCEHA, reserves the right to revise or revoke this policy at any time.

Please find attached a listing of documents, retention policy (time) and location of each item.

Document Retention and Destruction Policy

Including Locations of Documents

(Added March, 2013)

Document	Retention Period	Location
Accounting and Finance		
Annual Financial Statements and Audit Reports	Permanent	Clubhouse
Bank Statements; Reconciliations; deposit slips	7 years	Clubhouse
Canceled checks-routine	7 years	Clubhouse
Canceled checks-special	Permanent	Clubhouse
General ledger	Permanent	Clubhouse
Corporate		
Articles of Incorporation and Amendments, CC&R's	Permanent	Clubhouse
Bylaws and Amendments	Permanent	Clubhouse
Minutes; Board, Committee	Permanent	Clubhouse
Annual reports to Attorney General (PRC)	Permanent	Clubhouse
Federal Tax ID	Permanent	Clubhouse
Electronically Stored Documents		
Back up drive	Permanent	Secretary
web site	Permanent	WebMaster
Insurance		
Property, D&O	4 years after expiration	Clubhouse
General liability/surety	4 years after expiration	Clubhouse
Insurance claim records	Permanent	Clubhouse
Legal & Contracts		
Contracts-correspondence and supporting papers	7 years after expiration	Clubhouse
Legal correspondence; liens	Permanent	Clubhouse
Age Verification (HUD)	Permanent	Clubhouse
Management		
Policies and procedures manual	current version with revision history	Clubhouse
Ballots, proxies, tally sheets	7 years	Clubhouse
Property-Real		
Property Deeds/Title Insurance	Permanent	Clubhouse
Property tax	Permanent	Clubhouse
Tax		
Federal Income Tax	7 years	Clubhouse
State Income Tax	7 years	Clubhouse

Clubhouse**KEYS**

front door; back door; outside furnace room door
 outside bulletin board

Facilities Chair
 President
 Secretary
 Web Master

mail
 box #6 President
 Secretary
 Treasurer

filing cabinet President
 Secretary

Desert Walk

keys to locks on benches	1	Facilities Chair
keys to gazebo bench	1	Facilities Chair
keys to gazebo bench	1	President

2 sets of keys to the doors & garden storage bench

And keys to benches are in a white box

In the 2nd drawer of the filing cabinet

**If under age 55, CCEHA Board approval is required prior to signing
any rental or lease agreement.**

**Country Club Estates Homeowners Association Inc.
Rental/Lease Administrative Procedure**

Country Club Estates Homeowners Association, Inc. sets high standards for the appearance of the homes and common areas in our subdivision. The CCEHA seeks everyone's cooperation in making the community a desirable place to live

In today's economic climate we are facing an increase of rental properties that were never anticipated years ago. The main concern that most of us have is the issue of responsibility. Our association was created to preserve, maintain and protect homeowner's investments.

Conventional wisdom is that a property owner is going to take good care of his or her property because it is their own money on the line. If a loss is suffered on the value of the home due to declining property values, the owner has no choice but to take the loss. A renter, on the other hand, has nothing to lose and so has less motivation to maintain the property. Many times owners complain of renters being loud, not following the rules, and not maintaining the landscaping. . (See also Operating Guidelines of the Architectural Committee Item IX Rented Property)

While the desire continues to be individual home ownership in the community, it is understood that circumstances may necessitate a rental situation. **Attached is a Rental/Lease Registration Form to be completed by both owner and renter prior to the actual moving into a home in Country Club Estates.**

We wish to maintain a feeling of neighborliness, fairness and welcoming. We recognize that these renters are potential home buyers in our community.

The CCEHA Welcome Committee will meet and greet new renters with useful information about the Deming/Luna County area.

If under age 55, CCEHA Board approval is required.
Country Club Estates Homeowners Association, Inc.
Rental/Lease Registration Form

Country Club Estates Property Address _____

Owner Name _____

Owner's Mailing Address _____

Phone Number _____ Alt. Number _____

E Mail _____

The undersigned hereby notify Country Club Estates Homeowners Association, Inc., a 55+ community, of the proposed rental/lease of the above mentioned property. It is understood that as owners it is our responsibility for our tenant's compliance with the Declarations, By Laws and rules and regulations of the Country Club Estates Homeowners Association Inc. Further it is our responsibility as owners to provide tenants with a copy of these documents and to inform them that they are subject to and are obligated to observe these provisions.

Signature(s) of Owner (s)

_____ Date: _____

_____ Date: _____

Or Authorized Agent _____ Date: _____

Rental Period beginning _____ and ending _____
Month/Day/Year Month/Day/Year

Who will occupy residence?

Occupant #1 _____
Name Age

Occupant #2 _____
Name Age

Occupant #3 _____
Name Age

Phone Number _____ E Mail: _____

Phone Number _____ E Mail: _____

Tenant Pet Information

There is a limit of two dogs or two cats or any combination

Pet Type/Breed
Pet #1 _____
Pet #2 _____

I/We the tenant's of the above property agree that all Country Club Estates Homeowners Association, Inc., covenants, conditions, restrictions, rules and regulations will be strictly observed by all occupants of said property, **including the requirement that at least one occupant is 55 years of age or older.**

Tenant's signature _____ Date _____

Tenant's signature _____ Date _____

Tenant's signature _____ Date _____

PLEASE RETURN THE COMPLETED FORM AND A COPY OF YOUR RENTAL/LEASE AGREEMENT TO:

CCEHA
3209 Wedge Rd SE
Deming NM 88030

We invite you to visit our web site at www.cceha.com for our monthly calendar, upcoming events, newsletters and other information about the community.

Appendix A

Country Club Estates Homeowners Association Committee Structure

Activities Committee:

The Activities Committee has responsibility for planning and sponsoring social functions and activities in our community.

Age Committee:

The Age Committee has responsibility for assuring that we are in compliance with HUD regulations for sustaining an over age 55 communities. They gather and maintain data necessary to meet HUD requirements. Further information can be found in the section on Polices and Procedures for Complying with Regulations Relative to Age 55 or Over Communities on page 26.

Facilities Committee:

This Committee is charged with the responsibility for maintaining our Club House and grounds

Architectural Committee:

This committee exists to assure that all new and existing structures and landscaping adhere to the standards set forth in the covenants. Further information can be found in the Covenants on page 7, and in the section on the Architecture Committee guidelines on page 21.

Welcome Committee:

This committee exists to greet and inform new members of the community about services available and business establishments in the area, and to inform new homeowners/renters/lessees about recreational and entertainment facilities in the area.

The Committee also ensures that these new residents have an updated copy of the CCE Reference Manual and such other documents that may be of benefit including, but not limited to: copies of the restrictions, by-laws, age certification and return envelope to comply with age restrictions within the community..

Emergency Contact List Committee:

This committee is charged with obtaining pertinent information and keeping a file ready with contact information for next-of-kin, preferred contacts, etc., in case of an emergency situation for a homeowner (s) or the community as a whole.

Emergency Contact Information

The CCEHA has a policy of neighbor helping neighbor. Sometimes the assistance rendered involves contacting a family member or distant friend.

This assistance is only possible if you have provided CCEHA with name and phone number information for those who may be contacted.

You may use this form to provide that information to CCEHA. Note: the information provided will be kept confidential and will only be used should you require assistance.

Information such as who has a key to your home and property would be helpful as well as the names and types of animals in your home.

**Please provide 1 copy to Cheryl Fontane 3000 Wedge
Please provide 1 copy to Leighanne Wagner 2915 Putting Green**

Owner #1 Name _____

Owner #2 Name _____

Owner #3 Name _____

Property Address: _____

Contact Information

Name _____ Relationship _____

Address _____

Telephone _____

Contact Information

Name _____ Relationship _____

Address _____

Telephone _____

Contact Information

Name _____ Relationship _____

Address _____

Telephone _____

Contact Information

Name _____ Relationship _____

Address _____

Telephone _____

Pets : (2 allowed) Pet's name _____ Type _____

Pet's name _____ Type _____

Does someone have a key to your home and property?

Name _____ Telephone _____

Appendix B

4-1-2: REMOVAL OF WEEDS:

It shall be unlawful for any owner, lessee, or occupant, or any agent, servant, representative or employee of any such owner, lessee or occupant having charge or control of any occupied or unoccupied lot or tract of land within the city to permit or maintain on any such lot or tract of land, including the area located between the property line and the middle of the alley adjacent to the alley, and the area located between the property line and the curb, the area of any curbs or sidewalks located on the property and the area located ten feet (10') outside the property line where there is no curb, any growth of weeds to a greater height of twelve inches (12") or any accumulation of weeds. (Ord. 728, 10-10-1983; amd. 2001 Code)

This means that we as homeowners are responsible to see that no weeds grow on our properties. We are responsible for weeds in the alley adjacent to our homes as well as the AT&T right of way that runs west to east through the development.

Appendix C (updated August, 2015)

Phone numbers:

Emergency (fire, police, ambulance, sheriff)	911
Police Department	546-3011 or 546-3012
Ambulance	546-2702
City Offices	546-8848
Columbus Electric	546-8838
Motor Vehicle Department	546-2088
Public Library	546-9202
Deming Gas Dept (for gas leaks within the home, call a plumber)	546-8848

Country Club Estates Homeowners Association

Address:	3209 Wedge Road, Deming, NM 88030
Email address:	prez.cceha@gmail.com
Webpage:	http://cceha.com