

# **Country Club Estates Homeowners Association Reference Manual**

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**UPDATED, APRIL 2010**



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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 8<sup>th</sup> 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 25, 2003

### 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.** 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, New Mexico, 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 in accordance with the declaration, with such assessments due 30 days from the date of the annual meeting, and approval of the budget as submitted by the Board. The budget shall include capital expenditures for the year.

**Special Meetings.** Special meetings 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.** The number of directors shall be seven, which shall be a president, vice-president, secretary, treasurer, two directors at large and the developer or his designee. 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. The Developer of Country Club Estates shall be deemed to be a Board Member so long as the Developer owns more than 50% of all subdivided lots in the subdivision.

**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 subscribe. 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 25<sup>th</sup> day of January 25, 2003.

President  
Norman Walsh

Secretary  
Barbara Hamilton

## 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.

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.

## 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 an unpetitioned violation of the Declaration restrictions, the Committee will 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.

See Section IV that follows.

#### 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

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Harold R. Wheeler, Vice President

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Barbara Hamilton, Secretary

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Jane Franklin, Treasurer

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Roy Poole, Director

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Marie Miller, Director

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## Rules and Regulations for Use of the Clubhouse

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. 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.
4. Access to the clubhouse will be provided by the responsible association member who is required to be in attendance.
5. Smoking is expressly prohibited in the clubhouse at all times.
6. Association Members and their guests agree not to use tacks, staples or tape on the walls or ceilings during clubhouse use.
7. 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.
8. All functions must end by no later than midnight.
9. 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.

10. No pets are allowed in the clubhouse. Service animals are the exception.
11. The responsible association member reserving the clubhouse is responsible for the behavior and actions of all attendees, guests and visitors at the function.
12. 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.
13. An association member may not reserve the clubhouse for their own financial gain or commercial purposes.
14. 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.
15. 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**

- 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  
for each occurrence? \_\_\_\_ 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: \_\_\_\_\_

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## CCEHA Board of Directors Administrative Policies

### Board

A Board of Directors meeting agenda will be posted 72 hours before the board meeting on the recreation center bulletin board.

The association annual budget shall be posted on the recreation center bulletin board 15 days before the annual meeting.

The association annual report (audit) will be posted on the recreation center bulletin board within seven days after acceptance by the board.

The Board shall participate in a strategic planning session to review and set goals for the Board on a biannual basis.

The Board may establish an activities committee to, in an orderly fashion; promote activities in the recreation complex and within association boundaries.

The Board may establish a facilities committee to oversee the use and maintenance of the recreation center, to establish rules of use and to maintain the grounds of the facilities.

Should unforeseen circumstances occur, the board may transfer funds from one category to another within the annual budget with the approval by voice vote of association members in attendance at that particular board meeting. Such budget changes must be advertised on the recreation center bulletin board at least 7 days prior to said action.

### Treasurer

The treasurer will record all financial transactions on a cash basis following GAAP.

The treasurer will, on a monthly basis, provide a financial report to the Board.

The treasurer will review the cost of banking services provided for the association and recommend selection of alternative services every two years for Board approval.

All Board approved invoices shall be paid within 30 days of receipt of such statements. All such invoices shall be checked for accuracy before payment.

No checks shall be made to "cash."

No checks shall be presigned.

All financial records shall be kept for a minimum of seven years after close of the fiscal year or to the length of time required by New Mexico State Statutes. The annual reports (audits) shall be kept in perpetuity.

Signatories for all checking/savings accounts will be the officers of the Board of Directors.

All bank accounts shall be reconciled by someone with no other cash receipts and disbursement functions. Such reconciler shall receive the bank statements unopened and shall compare details of paid checks with entry in the cash disbursement journal. Such reconciler shall examine all checks for proper signatures and endorsements, compare dates of deposits on bank statements with dates of entry in the cash receipts journal and shall report to the Board on a regular basis.

The treasurer shall perform all duties assigned to that office by the Declaration of Restrictions and the Bylaws of the Association.

The treasurer shall send bills for the annual assessment as soon after the January general meeting as possible.

Assessments for new lot/homeowners shall be billed by the treasurer starting the first month after settlement on their property and shall be figured as 1/12 of the yearly assessment times the number of months left in the calendar year.

## Secretary

The secretary shall post the minutes of all meetings of the Board or of general membership on the recreation center bulletin board no later than 7 days after the meeting.

The secretary shall keep copies of all correspondence and make them available upon request to any member of the association.

The secretary shall perform all other duties assigned to that office by the Declaration of restrictions and the Bylaws of the Association.

## Appendix A

### Country Club Estates Homeowners Association Committee Structure (updated April, 2010)

#### Activities Committee:

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

Dawna Diltz	544-0472	Kate McKelvey	546-0702
Kathleen Elmore	546-0397	Deborah Raynor	544-8683
Jackie Loflin	544-4833	Barbara O'Leary-Thomas	575-636-5182
Pamela Gulbrandson	544-8280	Yenny van Dinter	544-8280
Dorothy Guerrero	546-1378	Leighanne Wagner	(248) 673-8374

#### Age Committee:

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

Pamela Gulbrandson	544-8280
Gail Root	520-743-1260

#### Facilities Committee:

This Committee is charged with the responsibility for maintaining our Club House and grounds. For information on using the clubhouse for private parties please contact on the members of the committee.

David Elmore	546-0397
Dennis Grier	546-2492

#### 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.

Frank Blank	544-8555	Debbie Gwin	546-2497
Bruce Fletcher	544-9978		

**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 about recreational and entertainment facilities in the area. The Committee also ensures the new owners have an updated copy of the CCE Reference Manual.

Lorraine Sanborn,	544-8222
Helen Steffen	546-2517

**Re-Sales Welcome Committee:**

This Committee exists to greet and inform new buyers of existing homes in the community about services available, and business establishments in the area, and to inform new owners about recreational and entertainment facilities in the area. The Committee also ensures the new owners have an updated copy of the CCE Reference Manual, and that they comply with age restrictions within the community and that they supply the Age Committee with correct and adequate documentation as to age of the owner.

Lorraine Sanborn,	544-8222
Helen Steffen	546-2517

**Emergency Contact List Committee:**

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

Cheryl Fontane	544-7222
Leighanne Wagner	(248) 673-8374



## Appendix B

### City of Deming Weed Ordinance (9-6-2)

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 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 four inches (4") or any accumulation of weeds.

This means that we as homeowners are responsible to see that no weeds grow on our properties. We are also 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.

**Notes**

## Appendix C (Updated August, 2007)

## General Information

**Phone numbers:**

Emergency (fire, police, ambulance, sheriff)	911
Police Department	546-3011 or 546-3012
Ambulance	546-2701
City Offices	546-8848
Columbus Electric	546-8838 & 1-800-228-0579 (For Power Outage)
Motor Vehicle Department	546-2088
Public Library	546-9202
Deming Gas Dept (for gas leaks <b>within</b> the home, call a plumber)	546-8848

**Country Club Estates Homeowners Association**

Address:	3209 Wedge Road, Deming, NM 88030	
Webpage:	<a href="http://www.cceha.com">http://www.cceha.com</a>	
<b>Board Members</b>	<b>Updated April 2010</b>	
<b>President</b>	Ron Wolfe	546-1184
<b>Vice President</b>	Phil Swart	544-7361
<b>Treasurer</b>	Jess Hays	546-2497
<b>Secretary</b>	Pamela Gulbrandson	544-8280
<b>Director</b>	Gail Root	520-743-1260
<b>Director</b>	Jackie Rankin	545-3946
<b>Director</b>	Yenny van Dinter	544-8280

**Notes**