

**DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
THE CORONADO RIDGE SUBDIVISION**

AS AMENDED 10/05/2008, 01/19/2011, 01/30/2014, 01/17/2018, 01/30/2020,
01/28/2021, 01/27/2022, and 01/15/2026

WHEREAS The Coronado Ridge Neighborhood Association (hereinafter referred to as the “Declarant”) has determined that amendments have been approved to the Covenants, Conditions, and Restrictions on 10/05/2008, 01/19/2011, 01/30/2014, 01/17/2018, 01/30/2020, 01/28/2021, 01/27/2022, and 1/15/2026

NOW, THEREFORE, the Declarant hereby declare and acknowledges that all the lands included within said Subdivision area shall hereafter be subject to all the following covenants, conditions, and restrictions.

**ARTICLE I
PURPOSE OF COVENANTS**

1. General Requirements. It is the intention of the Declarant, expressed by its execution of this instrument that the lands within the Coronado Ridge Subdivision be developed and maintained as a highly desirable residential area. It is the purpose of these covenants that both the natural and the man-made beauty of the Coronado Ridge Subdivision shall always be protected and preserved insofar as is possible in connection with the uses and structures permitted by this instrument. It is of primary intent that the privacy and views of each Lot in the Subdivision shall be protected insofar as is possible.

**ARTICLE II
DEFINITIONS**

1. Lot or Lots shall mean and refer to one or more of the 127 individually numbered lots shown on the plat of the Coronado Ridge Subdivision.

2. Subdivision shall mean and refer to the Coronado Ridge Subdivision.

3. Common Areas shall mean and refer to all the land within the Subdivision except for the Lots. The Common Areas are identified on the plat of the Subdivision as the private Right-of-Way, the entry gates, the entry areas, and the Subdivision ponding areas, and no-build zone, all of which exist for the mutual benefit of the Owners of Lots in the Subdivision.

4. Right-of-Way shall mean and refer to both the paved and unpaved portions of the private drive and utility easement located in the front of and/or along the side of each Lot.

5. Owners shall mean and refer to all persons or other parties who own or acquire any of the Lots in the Coronado Ridge Subdivision. The responsibility to maintain and repair the Common Areas shall reside with the Coronado Ridge Neighborhood Association, in accordance with the provisions of the Articles of Incorporation and the Bylaws of the Coronado Ridge Neighborhood Association and these Covenants. Such responsibility shall include, but not be limited to, the setting of standards governing the maintenance of the Common Areas, as well as the levying of any assessments necessary for their maintenance and repair.

ARTICLE III

THE CORONADO RIDGE NEIGHBORHOOD ASSOCIATION

1. Membership of the Coronado Ridge Neighborhood Association. All persons or other parties who own or acquire any of the Lots in the Coronado Ridge Subdivision, by whatever means acquired, shall be considered to be Owners and shall automatically become Members of the Coronado Ridge Neighborhood Association in accordance with the Articles of Incorporation and the Bylaws of the Association, and as the same may be duly amended from time to time and filed or recorded in the Doña Ana County records.

2. Membership. Voting rights shall be in accordance with the following: Members holding an interest in any one Lot shall collectively be entitled to one vote for each Lot. The vote for each Lot shall be exercised by the Owners thereof as they

among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

3. Covenant for Maintenance Assessments. Each Owner of any Lot, by acceptance of a deed there for, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Coronado Ridge Neighborhood Association annual assessments or charges as shall be established at the Inaugural Association Meeting of the Coronado Ridge Neighborhood Association in accordance with Paragraph 4 of this Article. The assessments levied by the Association upon the Lots shall be used for the purpose of maintaining and repairing the Common Areas referred to in Paragraph 1 of this Article and shall include, but not be limited to, the cost of labor, equipment, materials, utilities, and supervision necessary for the task. Funds may also be used for the reasonable expenses incurred in administrative duties, social activities, and communicating with the Membership as approved in annual budget.

4. Annual Assessments. Each Lot shall, as provided hereinafter and in the Bylaws of the Association, be subject to an annual assessment of a minimum of \$100. From and after January 1, 2007, the minimum or maximum assessment may be decreased or increased by up to ten percent annually by the assent of two-thirds of the voting Members who are voting in person or by proxy at an Association Meeting. The Membership may impose upon itself any annual special assessments for specific purposes by the assent of two-thirds of the voting Members who are voting in person or by proxy.

ARTICLE IV

DESIGN CONTROL

1. Design Guidelines. Design Controls for the Coronado Ridge Subdivision are appended to, and are a part of, these Covenants; and the Design Controls shall be followed by all Owners of Lots within the Subdivision. In order to achieve a harmony of design within the Subdivision so that the reasonable expectations of Owners regarding improvement and beautification of all property can be fulfilled for

the benefit of all Owners, the design of all houses, walls, fences, and front-yard landscaping, as well as additions and alterations thereto, within the Subdivision, shall be performed by a builder, designer, or architect approved by the Design Control Committee, which approval shall not be unreasonably withheld, and such design shall be in accordance with the Design Controls for the Subdivision.

2. Appointment Duties. The Board of Directors shall have the duty and the power, by the exercise of its best judgement, to see that any construction on any Lot conforms to and harmonizes with the design theme of the Subdivision and abides by the Design Controls. The Board of Directors may delegate the processing of applications, building plans or other documents required by Design Control to a Design Control Committee, consisting of a minimum of three people, including the Chair. If the Design Control Committee fails to keep at least three active members, then the Board of Directors shall take over all responsibilities of the Design Control Committee until such time that a minimum of three active Committee Members are appointed by the Board. The Design Control Committee Chair shall be selected by the President of the Board, with simple majority consent of the Board of Directors. Any Committee Members, whether chosen by the President or Chair, must be approved by simple majority by the Board of Directors. Design Control Committee Chair and Members will serve for a term of two years; however, there will be no limit on the number of terms they may serve. The Design Control Committee Chair or Members may be removed/replaced by a 4/5 majority of the Board of Directors.

3. Approval of Plans by the Design Control Committee. No improvement of any kind, including, but not limited to, houses, sheds, outbuildings, swimming pools, parking areas, fences, walls, garages, storage structures, patios, decks, carports, driveways, antennae, flagpoles, curbs, and walks, or additions or alterations thereto, shall be constructed or installed upon any lands within the Coronado Ridge Subdivision, nor may any front-yard landscaping be performed on any Lot, unless a complete set of plans for such construction or landscaping is submitted to the Design Control Committee and unless the plans are approved in writing by the Design Control Committee. All submissions, approvals, and/or

rejections shall be submitted in writing and shall be signed as proof of receipt. If the Design Control Committee rejects any plans, the Design Control Committee is required to state the reason(s) for rejection. Upon re-submittal of plans, the Design Control Committee must respond within seven days. All applications for variance shall be in writing and submitted to the Design Control Committee. The Committee shall issue a written report of their findings to the Board. Any variance approved by the Design Control Committee shall be submitted to the Board of Directors for final approval. A resident/Owner who believes that a decision from the Design Control Committee is not in accordance with the Design Controls and/or Covenants, Conditions, and Restrictions, may opt to appeal the decision to the Board of Directors. A written request for appeal shall be submitted to the Board of Directors not more than thirty (30) days following the issuance of a decision by the Design Control Committee. The written request for appeal shall state how the appeal conforms to the CC&Rs and include supporting pictures and drawings. The Board of Directors shall notify the resident of the date, time, and place of an open meeting wherein the appeal shall be heard. The Board of Directors shall provide a written decision regarding the appeal within sixty (60) days of receiving the written request for appeal.

Application to Doña Ana County for a Building Permit shall not be made prior to approval of plans by the Design Control Committee. The Design Control Committee shall reject any plans submitted to it that are not sufficient for it to exercise the judgement required of it by these Covenants. The Design Control Committee shall monitor all construction within the Subdivision to help see to it that trash and debris are disposed of properly and that no damage is done to the Common Areas or neighboring Lots during construction; and to this end the Design Control Committee shall, at the time of its approval of plans for construction on a Lot, collect a deposit of \$1,000 to be used by the Board of Directors at its sole discretion for cleanup and/or repair made necessary by any construction. In the event that the bond is not sufficient to cover the cost of the cleanup and/or repair, the Board can require an additional fee; or the Coronado Ridge Neighborhood

Association may charge the balance of the cost of the cleanup and/or repair to the Owner of the Lot as a special assessment against the Lot, to be collected in the manner of other assessments as provided in the Bylaws of the Coronado Ridge Neighborhood Association and by any rules and regulations passed by the Association. Any portion of the bond not required to pay for cleanup and/or repairs shall be returned following completion.

The Board of Directors and the Design Control Committee urge each Lot Owner to require contractors working for the Owner to control trash and debris during periods of construction. Specifically, these Covenants require that a covered trash dumpster and a portable toilet be located on each Lot and not in the Common Areas or Right-of-Way during construction of a house or addition on the Lot. Unloading and storage of construction materials in the common areas, including the right-of-way, are discouraged. If it is necessary to unload construction materials on the common areas or right-of-way, contractors must provide clearly visible warning and caution markers around the area and must remove said materials within 36 hours of unloading. Furthermore, these Covenants strictly forbid the following practices: unloading or storing construction materials, including plants or landscaping materials of any kind on a neighboring Lot; rinsing of concrete trucks anywhere in the Subdivision except on the Lot to which the delivery has been made; and parking on any Lot without the permission of the Owner of the Lot.

4. When an investigation by the Board of Directors determines that an individual Owner is in gross violation of one or more CC&R provisions that occurs after January 20, 2011, the Board shall approach that Owner to request correction of said violation(s). If, in the opinion of the Board, the violation(s) have not been corrected in a reasonable period of time, the Board may institute monetary fines against said Owner per the following: 14 days prior to any fine being levied, the Board shall provide the Owner a written notice of the violation and offer the Owner an opportunity to attend a hearing before the Board or submit a written statement to dispute or correct the alleged violation. Date of required response or hearing shall be included in the notice. If the Owner does not respond, or if the Board determines

the response to be inadequate to address the problem, the Board may, by a majority vote, levy a fine against the Owner in accordance with New Mexico state law. Such a fine shall be no less than \$50 per occurrence and no more than \$200 per month the violation goes uncorrected. Fines for the same offense will accrue to a maximum of 12 months. Within those limits, the actual fine amount shall be determined by the Board based on the seriousness or repeat nature of the violation. The Treasurer shall issue a written notice to the Owner of the fine amount and will note the receivable in the Association records. If a fine remains unpaid for three successive months, the Board shall file a lien against the Owner's property for the total amount of the unpaid fine. Any liens required after the first one will be filed at the Board's discretion. When the lien is satisfied by payment of the fine, plus legal costs, the Board shall have said lien removed.

5. A Lot Owner or the Association may use a process other than litigation to prevent or resolve disputes, including mediation, facilitation, regulatory negotiation, settlement conferences, binding and nonbinding arbitration, fact-finding, conciliation, early neutral evaluation and policy dialogues, for complaints between the Lot Owner and the Association or if such services are required by the community documents.

6. The Board of Directors or Design Control Committee shall not be liable for damages to any person(s) or party submitting any plans for approval, or to any Owner(s) of a Lot within the Coronado Ridge Subdivision, by reason of any action, failure to act, approval, rejection, or failure to approve or reject, with regard to such plans. Any person(s) or party acquiring title to any Lot in the Coronado Ridge Subdivision, or any person(s) or party submitting plans to the Design Control Committee for approval, by so doing, does agree and covenant that he will not bring any action or suit to recover damages against the Board of Directors or Design Control Committee, its Members as individuals, or its advisors, employees, or agents.

7. Written Record. The Design Control Committee shall keep and safeguard for at least seven years, complete written records of all applications for approval

(including one set of all plans so submitted) and of all actions of approval or rejection and all other actions taken under the provisions of this instrument.

ARTICLE V
GENERAL RESTRICTIONS

1. Zoning Regulations. No lands within the Coronado Ridge Subdivision shall be occupied or used for any purpose or in any manner that is contrary to the applicable zoning regulations, validly in force from time to time, except as the same may be allowed under said regulations as a non-conforming use.

2. No Mining, Drilling, Quarrying. No mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted within the limits of the Coronado Ridge Subdivision.

3. Signs. With the exception of Subdivision identification signs at the entry gate, Board approved signs, address signs and two “For Sale” signs (not to be larger than 30 X 30 inches) per Lot only until the sale is closed, and one similarly sized construction sign only during building, landscaping or remodeling; no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain on any Lot in the Coronado Ridge Subdivision. No signs shall be placed on common areas. Open house signs shall only be allowed on the day of the open house. It shall be the Lot Owner’s responsibility to notify Realtors and contractors of these regulations.

4. No Re-subdivision. No Lot described on the recorded plat of the Coronado Ridge Subdivision shall ever be subdivided into smaller tracts or lots nor conveyed or encumbered in any less than the full original dimensions as shown on the recorded plat of the Coronado Ridge Subdivision, except that conveyances or dedications of utilities may be made for less than all of one Lot.

5. Responsibility of the Owner to maintain the property. Each Owner of any Lot shall have the responsibility to remove all trash from his Lot and to remove all large weeds and dead vegetation from on and near the building pad and landscaped

areas of his Lot and shall not be allowed to burn or dump weeds or trash thereon. If trash, or large weeds accumulate on any Lot, the Board of Directors shall have the authority to clean up the Lot and charge the Owner actual expenses. If said charge is not paid within sixty days, the Board of Directors has the authority to file a lien against any Lot that has failed to pay said charge. Trash and recycle cans must be stored out of sight of the road and neighbors and removed from the street at the end of each pickup day. Additionally, each Lot Owner shall be responsible for maintaining the unpaved portion of the Right-of-Way contiguous with the Owner's Lot. This area shall be maintained as if it were a part of the Owner's Lot, except that no walls, fences, boulders, signs, or large trees or shrubs shall be permitted within it. Upon failure of the Owner to maintain this area, the Board of Directors of the Coronado Ridge Neighborhood Association may, at its discretion, after giving the Owner thirty days written notice, have the area maintained. The cost of this maintenance may be charged to the Lot Owner as a special assessment against the property by the Coronado Ridge Neighborhood Association. An exception to this responsibility for maintenance shall be made with respect to that portion of the Right-of-Way that lies within 100 feet in both directions from the entry gates; this area shall be maintained by the Coronado Ridge Neighborhood Association.

6. Public Nuisance. No obnoxious or offensive activity shall be carried on within the Subdivision, nor shall anything be permitted which shall constitute a public nuisance thereon.

7. Hunting. There shall be no hunting of any animals within the boundaries of the Coronado Ridge Subdivision, nor shall there be the discharge of any firearms.

8. Sidewalks. There shall be no sidewalks along the private drive within the Coronado Ridge Subdivision.

9. Animals. The keeping of ordinary household pets shall be permitted in the Subdivision. When off the Owner's Lot, such pets must be kept on a leash and shall not be permitted to run at large. In addition, dogs shall not be permitted to bark outside to the extent that an average person would find annoying. When walking

pets, Owner is responsible for removing any waste the pet may leave. The Board of Directors may enforce this provision by whatever means may be legally available to it.

10. Garage Sales. There shall be no sales commonly known as garage sales anywhere in the Subdivision.

Exception 1: A Saturday of May in each year shall be set aside for a community garage sale. Gates will not be opened prior to 9 AM and will be closed promptly at 5 PM. Any Member of the community may choose to participate or not participate. All sale activity will be conducted on the individual homeowner's property. An advertisement, to be paid for from the community's social fund, will be placed in the local newspaper one week prior to the sale. The Board will arrange for a 4' X 6' banner advertising the sale to be placed near each entrance to the community during the hours the sale is in progress. Said banner will be paid for from the community's social fund and should be designed to be reusable.

Homeowners participating in the sale assume all liability for persons attending activities on their property. The Coronado Ridge Neighborhood Association is not liable for any damage to private property within the community as a result of this sale activity.

Exception 2: A resident will be allowed a one-time only (up to 3 consecutive days) estate sale, regardless of the number of lots owned. Estate sales are defined as a sale of personal property due to either a death of one or more of the parties, or upon sale of property. The estate sale must be handled by a licensed professional estate sales company. Residents must contact the Board of Directors regarding information for the estate sale including, but not limited to, the proposed date of sale, professional estate sales company holding the sale, times for gates to be open, and an acceptable plan to handle parking. The Board must approve of the date (for possible conflicts) and circumstances of the sale, but approval cannot be unreasonably withheld. Because time will most likely be of the essence, the Board must react quickly (possibly by email).

11. Easements Reserved. The Declarant hereby reserves to itself and to other applicable parties and its successors in interest perpetual easements on the Common Areas, as well as for constructing, maintaining, operating, replacing, enlarging, and repairing electric, telephone, cable TV, water, irrigation, sewer, gas, and similar lines, pipes, wires, poles, ditches, and conduits. The Declarant may convey or grant by license, lease, deed, lien, deed of trust, mortgage, or otherwise any right, title, or interest in or to any and all easements and reservations contained within documents or conveyance, these Covenants, or the plat of the Coronado Ridge Subdivision to public utilities and governmental entities as may be reasonably necessary to effect the developmental and residential intentions as set forth in the plat and these Covenants.

12. Rentals. Any Owner who rents/ leases his/her residence shall lease no less than the entire lot and residence thereon. No Owner shall rent/lease his/her lot and residence thereon for transient, or hotel purposes. Any lease of a lot and residence thereon **shall**: (a) be for housing and residential purposes only; (b) be for an initial term of at least 90 days; and (c) prohibit subletting and/or assignment/transfer of the lease agreement. All provisions of the CC&Rs shall be applicable to any person leasing a lot and residence within Coronado Ridge Subdivision and shall be deemed to be incorporated in any lease executed or renewed. The Owner shall be liable for any violation of the CC&Rs by the Lessees or other persons residing in the residence and their guests or invitees and, in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations. The Owner is responsible for providing a copy of the CC&Rs to any renter. No later than the commencement of the lease term, all Owners are responsible for providing the CRNA Board of Directors with the following information: (a) a copy of the lease, (b) the renter's contact information (including name, e-mail, and phone number); and (c) an e-mail address and phone number wherein the Owner can be contacted during the term of the lease.

ARTICLE VI
RESTRICTIONS ON RESIDENTIAL LOTS

1. Number of Buildings. No buildings or structures shall be placed, erected, altered, or permitted to remain on any residential Lot other than one single-family dwelling house with attached guest quarters and attached garage.

2. Parking and Storage of Vehicles.

A. On-Street Parking. The combined area of the garage(s) and driveway of each house in the Subdivision shall be sufficient to accommodate at least four motor vehicles. There shall be no overnight on-street parking of any motor vehicle, trailer, or the like, nor shall any motor vehicle, trailer, or the like ever be parked within the Common Areas. Short-term (up to ten hours) on-street guest or worker parking shall be allowed, but not on a regular basis, and only if no other motor vehicle(s) is parked on the opposite side of the Right-of-Way within 200 feet. The purpose of this provision is to try to ensure safe and convenient passage of motor vehicles and pedestrians on the Right-of-Way.

B. Storage of Vehicles. No campers, recreational vehicles, boats, trailers, commercial-type vehicles, (including construction equipment) or personal vehicles shall be stored on any Lot except in a closed garage, nor parked anywhere in the Common Areas. This shall not apply to non-resident owned repair, roofing, construction, etc., equipment needing overnight storage (parking) to complete a job if stored on a Lot and not in the street, and only while the work is in progress and not on a regular basis.

C. Parking of Vehicles. Residents' "in use" personal type vehicles including cars, vans, pick-up trucks, SUVs, motorcycles and any off-road vehicles shall routinely be parked in garages overnight. Guest vehicles may be parked on the Lot's parking area but shall not be parked covered or uncovered on a regular basis on any Lot. The Board shall be the sole arbiter in defining "on a regular basis" and "in use." The parking area shall not be considered to include any landscaped areas.

1. Additional resident “in use” vehicles needing outside parking due to lack of garage space shall require a waiver. The Board, at the request of the Lot Owner, may grant waivers.

2. Recreational vehicles including campers and RVs may be parked for a maximum of 48 hours in any 7-day period to load and unload. If the need arises to exceed this limit by the homeowner or guest, a waiver must be obtained from the Board.

ARTICLE VII ENFORCEMENT

1. Enforcement Actions. The Board of Directors shall have the right to prosecute any action to enforce the provisions of these Covenants by injunctive relief or monetary fines, on behalf of itself and all or part of the Owners of Lots within the Coronado Ridge Subdivision. In addition, each Owner of a Lot within the Coronado Ridge Subdivision, as well as the Coronado Ridge Neighborhood Association, shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these Covenants. Any Owner of a Lot determined to be in violation of these Covenants by a court of appropriate jurisdiction agrees to pay the reasonable attorneys’ fees incurred by the person(s) or entity bringing such successful action.

2. Enforcement Process. All issues and complaints regarding breaches of CC&Rs shall be submitted in writing to the Board.

A. The referring resident should contact the out of compliance resident with an explanation of the CC&Rs violation including documentation of the applicable CC&R section.

B. A reasonable 30-day period should be allowed to rectify the issue unless the out of compliance resident states a refusal to work on compliance.

C. Submission of the complaint to the Board must include a clear, written definition of the problem and any supporting evidence (such as

photographs), the CC&R section at issue, the date the out of compliance resident was contacted, and the results.

D. The Board shall make a final decision. The Board may uphold the complaint and enact all before mentioned remedies as in Article IV, #4, or grant an appropriate waiver for a specific time interval.

E. Any complaint regarding rental property shall require contact with the renter first and if the issue is not rectified, the Owner must be contacted and given time to respond.

ARTICLE VIII GENERAL PROVISIONS

1. Covenants to Run. All of the Covenants contained in this instrument shall be a burden on the title to all of the lands in the Coronado Ridge Subdivision, and the benefits thereof shall inure to all Lot Owners in the Coronado Ridge Subdivision, and the benefits and burdens of all said Covenants shall run with the title to all of the lands in the Coronado Ridge Subdivision.

2. Termination of Covenants. The Covenants contained in this instrument shall remain in full force and effect for thirty years after the date of execution of this instrument and shall thereafter automatically be renewed for successive ten-year periods without limitation. Except for the provisions dealing with the Design Controls, the annual assessments, and the maintenance and repair of the Common Areas, all of which provisions shall not be altered, these Covenants may be amended by a vote of two-thirds of the votes cast by the Members of the Coronado Ridge Neighborhood Association at annual or special meetings thereof, said vote to be cast at any meeting of the Members duly held in accordance with the Articles of Incorporation and the Bylaws of the Neighborhood Association, provided a properly certified copy of the resolution of amendment be placed on record in Doña Ana County upon adoption.

3. Severability. Should any part or parts of these Covenants or the Design Controls attached hereto be declared invalid or unenforceable by any court of

competent jurisdiction such decision shall not affect the validity of the remaining Covenants.

4. Paragraph Headings. The paragraph headings in this instrument are for convenience only and shall not be construed to be a part of the Covenants contained herein.

DESIGN CONTROLS FOR
THE CORONADO RIDGE SUBDIVISION

ARTICLE I

STATEMENT OF INTENT

The goal of these Design Controls is to achieve a harmony of design within the Subdivision so that the reasonable expectations of Lot Owners regarding improvement and beautification of all property can be fulfilled for the benefit of all Lot Owners. The Subdivision has been designed so that the infrastructure can be built without destroying the natural beauty of the site and so that houses can exist within the natural landscape of the Subdivision without dominating the landscape. To that end, all new houses, walls, fences, and front-yard landscaping, as well as alterations or additions thereto, within the Subdivision shall be built by licensed contractors and/or licensed subcontractors approved by the Design Control Committee, which approval shall not be unreasonably withheld; and the design of all new houses, walls, fences, and front-yard landscaping, as well as alterations or additions thereto, within the Subdivision shall be performed by a builder, designer, or architect approved by the Design Control Committee, which approval shall not be unreasonably withheld.

ARTICLE II

DESIGN REVIEW

No construction of a new house, walls, fences, or front-yard landscaping on any Lot in the Subdivision, and no alterations or additions of any kind thereto, shall commence without adherence to the process of approval set forth in the provisions of Article IV of the Declaration of Protective Covenants, Conditions, and Restrictions of the Coronado Ridge Subdivision. Lot Owners should note that, although this process of approval requires only one submittal of a complete set of plans, it is advisable and strongly recommended that a preliminary design conference be held with a representative of the Design Control Committee so that the party submitting

plans can get an initial reaction to the proposed design prior to going to the expense of creating a complete set of plans. At the preliminary review, it is sufficient to provide only one copy of plans showing the conceptual design of the exterior elevations and the floor plan. Drawings submitted for final review shall be one complete copy and include the level of detail required for obtaining a building permit from the applicable governmental regulatory department, as well as details relating to texture and color of all exterior surfaces. Any plans regarding front-yard landscaping shall include a site plan drawing; site contours; and details of plant materials (with indication of size), rocks or pebbles, boulders, ground cover, lawns, paths, decks or patios, swimming pool or spa, driveway, walls, fences, exterior lighting and any other relevant features that may be applicable.

The Design Control Committee does not seek to restrict individual preferences but does want to avoid harsh contrasts within the Subdivision and to encourage careful design so that there is a harmony between buildings and their sites, and among buildings themselves. To this end, a general design theme has been established for the Subdivision that includes such styles as traditional Southwest Pueblo, contemporary Southwestern, Territorial, and Mediterranean, all in a color scheme from off-white to tan/beige. Examples of styles that the Design Control Committee believes bear little resemblance to traditional Southwest design, minimalist styles devoid of Southwest features, and coloration that is predominantly dark in tone. If someone is interested in purchasing a Lot in the Subdivision and is uncertain if a particular style is acceptable for the Subdivision, the Declarant urges such an interested party to submit information about the proposed style prior to purchasing a Lot.

ARTICLE III FITTING THE SITE

On each Lot, the area on which a house can be built (the building pad) has been constructed during the building of the Subdivision. The building pads have been designated after careful consideration by the Subdivision's planners and

engineers regarding such issues as privacy, preservation of views, drainage, and the like; and the location, size, and elevation of each building pad cannot be substantially changed; and no change can be made without written permission of the Design Control Committee. Because native trees and shrubs contribute much to the natural beauty and ecology of the Subdivision, these natural amenities are to be retained wherever possible. Therefore, except for clearing that takes place in connection with construction of the Subdivision, and except for clearing that is specified in a plan submitted to and approved by the Design Control Committee, clearing of a Lot will not be allowed beyond the building pad except for the driveway and close-in patio, garden, pool, and yard areas that do not extend so far outside the building pad as to be considered obtrusive. Any clearing of a Lot beyond the building pad and the driveway must be shown on the site plan submitted to the Design Control Committee and no clearing shall take place without the approval of the Design Control Committee.

ARTICLE IV BUILDING DESIGN

Size. The minimum and maximum sizes of the living area of a house within the Subdivision (exclusive of basements, attics, carports, garages, and open courtyards and porches) shall be two thousand square feet and six thousand square feet, respectfully, except that a variance may be granted at the discretion of the Design Control Committee and approved by the Board of Directors for up to an additional two thousand square feet of living area, depending on the location of the Lot and the design of the home.

Setbacks. The setbacks for each Lot within the Subdivision shall be as required by the Las Cruces Extra-Territorial Zoning ordinances or other governmental regulations, and no Lot Owner shall be allowed to apply for a variance or variances to those setbacks.

Height. All houses in the Subdivision shall be limited to one story, with the maximum height, as measured from the finished floor slab (which shall be within

two feet of the elevation of the as-built building pad), being fourteen feet for approximately 70 percent of the roof area and eighteen feet for approximately 30 percent of the roof area, except that a variance may be granted at the discretion of the Design Control Committee and approved by the Board of Directors for up to an additional two feet of height, depending on the location of the Lot and the design of the home. For the purpose of measuring maximum roof height, a roof will be measured to the top of parapets. Flues and chimneys shall not be permitted to extend more than three feet above the maximum height.

Parapets. Parapets must extend a minimum of one and one-half feet above any point in the adjoining truss system and must fully enclose the roof.

Conduit. A conduit (or similar pipe or sleeve) must be run through the roof so that homeowners are able to have satellite dishes or other receivers installed without having wire exposed on the exterior of their house. Such exposed wire shall not be permitted on any house in the Subdivision.

Roofs. The Design Control Committee recommends flat roofs. Each flat roof is to be finished with a color the same as the house's predominant exterior stucco color. Bright white or reflective roofs shall not be permitted on any house in the Subdivision. The repair or replacement of any roof shall be subject to the same conditions as the original roof. Pitched roofs shall not be allowed with a pitch of more than 5:12. Pitched roofs must use terra cotta tile in the red-orange-brown-tan group of colors.

Cooling and Heating Units. No air-conditioning equipment, evaporative cooler, heating equipment, cooling or heating ducts, or other equipment that in the opinion of the Design Control Committee is visually obtrusive shall be permitted on any rooftop within the Subdivision. In addition, all such equipment that is ground-mounted shall be concealed from the view, from rights-of-way and from other Lots by means of approved walls or fences.

Period of Construction. All construction and alteration work shall be done diligently. Any building of a new house on any Lot within the Subdivision shall be entirely completed within ten months after commencement of construction. Any

alterations or additions to an existing house on any Lot within the Subdivision shall be entirely completed within four months after commencement of construction.

Towers and Antennae. Pursuant to Federal Communications Commission rules adopted as directed by Congress in the Telecommunications Act of 1996, the Board of Directors cannot unreasonably delay, prevent, or increase the cost of a Lot Owner's ability to receive video programming signals. However, since the Design Control Committee does have the authority to minimize the visual impact of equipment used to receive video programming signals, the Committee has adopted the following guidelines for the Subdivision: none of the aforementioned equipment shall be installed within the front yard (that is, the street-side yard) of any house; no satellite dish more than three feet in diameter, or mounted on a pole more than two and one-half feet in height, shall be installed anywhere in the Subdivision; all houses shall be equipped with conduit for the purpose of directing the installation of a satellite dish or an antenna to the least obtrusive – yet still effective – location on the roof of a house; and all houses shall also be equipped with conduit for the purpose of directing the installation of a satellite dish to an unobtrusive – yet effective – location in the back yard of a house, this being the preferred location for such installation, in the view of the Design Control Committee.

Ham radio antennas and towers, as well as any other antennas and towers that are not covered by the FCC rules cited above, shall not be installed anywhere in the Subdivision, except that antennas for wireless internet services shall be permitted under the following conditions: the pole on which the antenna is mounted shall not exceed two and one-half feet in height and shall not be installed on the highest section of roofing, and the antenna itself shall not exceed three feet in diameter.

Outbuildings and Temporary Structures. No used or previously erected or temporary house, structure, house trailer, or permanent or non-permanent outbuilding shall ever be placed, erected, or allowed to remain on any Lot, except during construction periods and only then with written approval of the Design

Control Committee. No building shall be occupied in any manner prior to its completion.

Exterior Lighting. A front-yard exterior light fixture shall be installed for every residence in the Subdivision at the time of construction of each residence. It shall be the responsibility of the Owner of each Lot to maintain said fixture. Use of light bulbs other than white or pale white exterior light bulbs shall be allowed only with specific approval of the Design Control Committee. No obtrusive lighting shall be allowed in the Subdivision, and the Design Control Committee or the Board of Directors shall be the sole arbiters in deciding whether lighting is obtrusive. Holiday lighting during the Christmas season shall be allowed only from November 22nd through January 3rd and only in moderation. The Design Control Committee or Board of Directors shall be the sole arbiters in deciding whether holiday lighting is excessive.

Utilities. All secondary utility extensions (from trunk lines to individual structures) must be underground.

Solar Panels. Solar panels will be permitted for installation on the roof of homes in Coronado Ridge. To ensure that the installation is minimally intrusive to neighbors and the esthetic character of the Subdivision, plans for prospective installations must be approved by the Coronado Ridge Design Control Committee (CRDCC). Plans should include sufficient detail showing installed height, location on the roof, and number and size of panels for the Committee to assess the visual impact of the installation. The following guidelines are established for planning and installation of solar panels:

1. Panels should be located toward the center and eastern areas of the lower roof elevations (for multi-elevations roofs).
2. In no case can the panels extend above the maximum building height restrictions; i.e. 18 feet, and should not extend more than 2 feet above the parapets.
3. Visible supporting structures should be painted the same color as the exterior house.

It is recognized that each installation will differ and will face unique design challenges to be both efficient and to minimize its visual impact to neighbors and the larger Subdivision. Some compromise in system capacity and efficiency may be necessary depending on the location, roof design, and height of the home. (Requires 2/3 vote of the Board for approval.)

ARTICLE V LANDSCAPING AND WALL/FENCES

In order to achieve an attractive and harmonious appearance of landscaping throughout the Subdivision, use of plants native to the region is required for the majority of the landscaping of each Lot. The use of exotic plants foreign to the region, except those proven over time as viable and appropriate, shall not be permitted. Scale, selection, and placement of plants and landscaping materials should be such that one senses the plants and materials have been integrated with the overall design theme of the Subdivision rather than contrast with or overpower it. Furthermore, no Lot shall contain any tree or shrub that, upon reaching maturity, is likely to obstruct the views from any other Lot(s). However, in order for the Owner of each Lot to be able to enjoy a private outdoor space, a courtyard wall or privacy wall or fence constructed of masonry, frame/stucco, or acceptable metal materials shall be built to a maximum height of seven feet around the building pad and patio, garden, pool, and yard areas. All walls or fences shall be substantially completed prior to first occupancy of a house on each Lot. It is the specific responsibility of the Owner of each Lot to landscape and otherwise manage the terrain of his Lot to prevent damaging runoff onto neighboring properties or any part of the Common Areas and the Right-of-Way as a result of development on his Lot. Any soil or debris from an Owner's Lot that runs onto any part of the Common Areas or the Right-of-Way shall be promptly cleaned up by the Owner of the Lot from which the soil or debris migrated. In the event of a dispute regarding the point of origin of soil or debris that has run onto any part of the Common Areas or the Right-of-Way, the Design Control Committee shall be the sole arbiter to determine

the point of origin and the responsible party or parties. Notwithstanding this provision, Owners should note from the topography of the Subdivision that historical runoff through parts of the Subdivision has existed and will continue to exit and that, with the exception of action that was taken during construction of the Subdivision, such historical runoff should not be impeded or redirected and is not the responsibility of, or the cause of liability for, any Owner.

ARTICLE VI

EDITING CC&Rs AND BYLAWS

1. The Covenants Committee (CC&Rs Committee) may make any changes to correct any typos, grammatical errors, sequence of numbers, and readability issues. No changes in meaning will be allowed under this provision.

BYLAWS OF
THE CORONADO RIDGE NEIGHBORHOOD ASSOCIATION, INC.
AS AMENDED 10/05/2008, 01/19/2011, 01/30/2020, 01/26/2023 and 01/15/2026.

1) IDENTITY

These are the Bylaws of the Coronado Ridge Neighborhood Association, Inc. Members of the Association shall be the record title Owners of all Lots within Coronado Ridge, a subdivision located in Doña Ana County, New Mexico.

2) ASSOCIATION MEETINGS

Association Meetings shall be held as follows:

A) All Members shall be notified in writing of the time and place of any Association Meeting; at least one said notice to be sent to Members not less than fifteen days and not more than thirty days prior to the meeting. Said notice to contain, but not limited to, a preliminary agenda and proxy information.

B) The Annual Association Meeting shall be held during the month of January of each year at a date to be determined by the Board, but in no case later than the 31st day of the month, for the purpose of electing Directors and transacting any business authorized by the Members. Notice for the Annual Meeting to contain, but not limited to, a preliminary agenda, proposed budget, slate of nominations, and proxy information.

C) A special Association Meeting shall be held whenever called by the President of the Board of Directors or a majority of the Board of Directors, or whenever requested in writing by a total of one-third of the Members.

D) A quorum shall consist of 35% of the total number of Members in good standing (all assessments, fees, etc. current). Votes cast by proxy and absentee ballot are valid for the purpose of establishing a quorum. Ballots shall be counted by a neutral third party or by a committee of volunteers. The

volunteers shall be selected or appointed at an open meeting, in a fair manner, by the President or other person presiding during that portion of the meeting. The volunteers shall not be a Director and, in the case of a contested election for a Board position, shall not be candidates. For the purpose of considering whether or not a quorum is present, a Member shall be counted only once, regardless of the number of Lots that a Member owns. If an Association Meeting cannot be held because a quorum has not attended, the Members who are present shall adjourn the meeting for at least fifteen days, whereupon notice of the new date shall be given pursuant to Subparagraph (A) or (C) above as appropriate. A quorum at the subsequent Association Meeting shall consist of one-quarter of the total number of Members.

E) All meetings will be conducted using Roberts Rules of Order as a general guide.

F) The Annual Meeting agenda shall consist of, but not limited to, the following:

- 1) Annual Treasurer's report consisting of:
 - a) Prior year's expenditures
 - b) Current year's budget.
- 2) Any old business.
- 3) Nomination of Directors.
- 4) Election of Directors and motions to be considered.
- 5) Any new business.

3) VOTING

Members holding an interest in any one Lot shall collectively be entitled to one vote for each Lot. The vote for each Lot shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

A) If a Lot is owned by one person, the right of that person to vote at an Association Meeting shall be established by the record title to the Lot. If a

Lot is owned by more than one person, or is under lease, the person entitled to cast the vote of that Lot shall be designated by a certificate of appointment signed by all of the record Owners of that Lot and filed with the Secretary of the Board of Directors. If a Lot is owned by a corporation, the person entitled to cast the vote of that Lot shall be designated by a certificate of appointment signed by the president of that corporation. Such certificates shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the record ownership of the Lot.

B) Votes may be cast in person, by proxy, or by absentee ballot. Votes by proxy shall be recognized only when the proxy is signed by the recorded Owner or by the person designated by a certificate of appointment.

C) Proxies will be issued by the Association Secretary and include the following:

- 1) Name, address and/or Lot number of the proxy giver.
- 2) Proxy to be valid only for the meeting for which it is cast.
- 3) Recipient of the proxy.
- 4) Signature of the proxy giver and date assigned.
- 5) If notice of revocation is provided to the person presiding over a Lot Owner meeting, said revocation shall be accepted.
- 6) If proxy voting is utilized at a Lot Owner meeting, no person shall pay a company or person to collect proxy votes.

4) DIRECTORS

The business of the Association shall be managed by a Board of Directors as follows:

A) The Board shall consist of five Directors elected by the Members. All Directors must be Members of the Association.

B) A Nominating Committee shall submit a proposed slate of Directors, which may include a short biography, on each to the

Members at least 30 days prior to the scheduled meeting. Nominations for Directors may also be made from the floor.

C) Election for Directors shall be conducted at each Annual Association Meeting. The election shall be by a single ballot of all nominees. The nominees earning the highest vote count will fill the Board vacancies. Each member is entitled to cast as many votes as there are vacancies to be filled. Director positional responsibilities will be determined by the Directors.

D) Any Director may be removed by concurrence of two-thirds of the votes of all the Members at a Special Association Meeting called for that purpose. The vacancy on the Board so created shall be filled by the Members at the same meeting.

E) Except to vacancies created by removal of Directors by the Members, vacancies in the Board occurring between Annual Association Meetings shall be filled by the remaining Directors until the next Annual Meeting. Vacancies filled by a vote at the Annual Meeting shall be only for the original term for that position.

F) Each Director shall be elected for a term of two years.

G) Within ninety days after being elected or appointed to the Board, each Director shall certify in writing to the Secretary of the Association that the Member:

- 1)** Has read the community documents.
- 2)** Will work to uphold the community documents and policies to the best of the Member's ability.
- 3)** Will faithfully discharge the Member's duties to the Association.

H) A Director who does not file the written certification pursuant to subsection **G** shall be suspended from the Board until the Member complies.

I) The Association shall retain each Director's written certification for inspection by Lot Owners for five years after the Director's election or appointment. The failure of the Association to have a Director's written certification on file does not affect the validity of any action taken by the Board or any protections provided to Directors under the Homeowner Association Act.

5) **DIRECTORSMEETING**

The Directors shall hold meetings as follows:

A) Regular Meetings of the Board of Directors may be scheduled as shall be determined, from time to time, by a majority of Directors. Notice of Regular Meetings shall be given to each Director and Lot Owner, in a manner to be determined by the Board, at least three days prior to the date named for such a meeting.

B) Special Meetings of the Board of Directors may be called by the President or through the Secretary, at the request of any Director. Notice of Special Meetings shall be given to each Director, in a manner to be determined by the Board, at least three days prior to the date named for such a meeting

C) Any Director may waive his or her right to notice of a meeting, and such waiver shall be deemed equivalent to him or her being given notice.

D) A quorum at a Directors' Meeting shall consist of a majority of the entire Board of Directors. If at any meeting less than a quorum is present, those Directors present may adjourn from time to time until a quorum is present. The acts approved by a majority of those present at a meeting for which there is a quorum shall constitute the acts of the Board of Directors.

E) All Lot Owners shall have the right to attend and speak at all open meetings, but the Board may place reasonable time restrictions on those people speaking.

F) Any portion of a meeting may be closed only if that portion is limited to consideration of:

- 1) Legal advice from an attorney for the Board or Association.
- 2) Pending or contemplated litigation.
- 3) Personal, health or financial information about an individual Member of the Association, an individual employee of the Association, or an individual contractor for the Association.

6) POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All the powers and duties of the Coronado Ridge Neighborhood Association that exist under the Declaration of Protective Covenants, Conditions, and Restrictions of the Coronado Ridge Subdivision shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by the Members when such approval is specifically required.

7) DIRECTORS

The Directors of the Association shall be as follows:

A) The President, who shall be the chief executive director of the Association and of the Board of Directors, and who shall have all the powers and duties that are normally vested in the office of President, including, but not limited to, the power to appoint committees from among the Members from time to time.

B) The Secretary, who shall be the recording Director of the Association and of the Board of Directors, who shall attend to all necessary notices, who shall keep the records of the Association and of the Board of Directors, and who shall exercise the powers of the President in the absence of the President.

C) The Treasurer, who shall be the financial Director of the Association and of the Board of Directors, who shall oversee the funds and expenditures of the Association, who shall keep the financial books of the

Association in good order, and who shall perform all other duties related to the office of Treasurer.

D) Two Directors-at-Large are also to serve on the Board. They will have no specific responsibilities.

E) Directors shall receive no compensation for the performance of their duties.

8) ACCOUNTING

The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

A) “Current Expenses”, which shall include all funds and expenditures to be made within the fiscal year for which the funds are budgeted, including a reasonable allowance for contingencies. The balance in this fund at the end of each fiscal year shall be applied to the next year’s budget.

B) “Reserve for Deferred Maintenance and Replacement”, which shall include funds for maintenance items that occur less frequently than annually, and funds for repair replacement required because of damage, depreciation, or obsolescence.

C) “Capital Improvements”, which shall include the funds to be used for capital expenditures for additional improvements.

D) The Coronado Ridge Neighborhood Association, Inc. will comply with statutory requirements concerning financial audits.

9) EXPENDITURES

The expenditure of funds shall be determined as follows:

A) Budgets. The Board of Directors shall adopt a budget for each fiscal year that shall include the proposed assessments required to defray all the expenses and cost of the accounts contained in Paragraph 8 above. Copies of the budget and proposed assessments shall be transmitted to each Member prior to the Annual Association Meeting. If the budget is subsequently

amended, a copy of the amended budget shall be furnished to each Member within fifteen days of its adoption by the Board.

B) Limitations. No expenditure for any capital additions or improvements having a total cost in excess of \$3,000.00 per annum shall be made without the prior approval of the Members at an Association Meeting called for that purpose.

10) ASSESSMENTS

Assessments shall be made as follows:

A) Annual assessments against each voting Member for each voting Member's contribution to the budget shall commence upon the date of their closing on the purchase of a Lot, and that assessment shall be prorated for the initial year. Responsibility for this lies with the Title Company. All regular assessments shall be announced on or before January 31st of the current year and the assessment shall be due and payable by March 31st of the current year.

If the General Membership increases the assessment during the fiscal year because of a lack of funds to meet expenses, such additional assessment shall be due and payable in full within sixty days of the billing for the assessment. From and after January 1, 2007, the minimum or maximum annual assessment may be decreased or increased by up to ten percent annually by assent of two-thirds of the voting Members who are voting in person or by proxy at an Association Meeting.

B) A Member who owns more than one Lot shall be assessed by a multiple equal to the number of Lots owned by that Member.

C) All assessments are payable by March 31st of each year. Failure to pay by this date will result in a Late Fee of fifty dollars for every quarter the assessments are not paid. If a member is in default in the payment of an assessment or an additional assessment, the Board of Directors may, not less than fifteen days after the mailing of a notice to the Member by certified

mail, declare such Member in default and take whatever measures it deems appropriate to collect the assessment or additional assessment.

D) All assessments or additional assessments shall be deposited by the Treasurer into an account or accounts at a bank to be designated from time to time by the Board of Directors. The Board of Directors shall institute strict controls for the withdrawal of such funds. Changing technologies may require the Board of Directors to change controls as necessary. All five Board of Directors must agree to any changes in control procedures and said vote must be entered into the official minutes.

11) BOARD OF DIRECTORS NOT LIABLE

The Board of Directors, both as a group and individually, shall not be liable for damages to any Owner(s) of land within the Coronado Ridge Subdivision by reason of any action or failure to act. Any person(s) or company acquiring title to any property in the Coronado Ridge Subdivision does agree and covenant that he will not bring any action or suit to recover damages against the Board of Directors, its members as individuals, or its advisors, employees, or agents.

12) AMENDMENTS

These Bylaws may be amended in the following manner:

A) Notice of the subject matter of a proposed amendment shall be included in the notice of any Association Meeting at which a proposed amendment is to be considered.

B) A resolution to adopt a proposed amendment may be made by any voting Member. An amendment shall be adopted only if approved by a majority of voting Members at an Association Meeting.

C) No amendment shall discriminate against any Member. No amendment shall limit the Association's responsibility to maintain and repair the Common Areas as indicated in the Declaration of Protective Covenants, Conditions, and Restrictions of the Coronado Ridge Subdivision. No

amendment shall limit the annual assessments in a way that materially obstructs the maintenance and repair of the Common Areas. No amendment shall substantively alter the Design Controls. No amendment shall affect the provisions in Paragraph 11 above concerning the absence of liability for the Board of Directors.

D) A copy of each amendment that is approved by the voting Members shall be certified by the President and Secretary as having been duly adopted and shall be in full force and effect only when recorded in the office of the County Clerk of Doña Ana County, New Mexico.

13) COMMITTEES

Besides the Board of Directors, various Committees may be formed by the President to oversee and manage various activities necessary to the running of the Association. For all Committees: no more than one person, per Lot owned, shall serve on the same Committee.

A) Committees will consist of no less than three Members.

B) Committee meetings must consist of at least three Members.

C) Failure to find the proper number of volunteers for Committee positions shall not constitute a violation of the Bylaws.

D) The Chairperson shall be appointed by the President of the Board of Directors.

E) Committee Chairs shall report periodically to the Board concerning their progress and the said report shall become part of the meeting minutes.

F) The following are suggested as Standing Committees:

1) Audit – This Committee shall audit the Association books at least once a year.

2) Design Control – Established to assist the Board in matters of Design Control as stated by the Board.

3) Drainage & Erosion – Responsibilities shall include, but not limited to, monitoring drainage and erosion within the Association

boundaries. This includes all ponding and rights-of-way access to said ponding areas.

4) Gates – Responsibilities shall include, but not limited to, monitoring all gates. This Committee may operate with fewer than three Members.

5) Landscape – Responsibilities shall include, but not limited to, the care and upkeep of all Common Area Association property for all landscape issues.

6) Nominating – Responsible for the preparation of a slate of Directors to be elected at the next annual meeting. Such a slate is to be available to the Board no later than thirty days prior to the Annual Meeting.

14) DISCLOSURES

The Coronado Ridge Neighborhood Association, Inc. will comply with the statutory requirements concerning disclosure of documents to the Lot Owners and/or their Agents.

14) EDITING BYLAWS AND CC&Rs

The Covenants Committee (CC&Rs Committee) may make any changes to correct any typos, grammatical errors, sequence of numbers, and readability issues. No changes in meaning will be allowed under this provision.

