



Address: \_\_\_\_\_ Date: \_\_\_\_\_

Dear Resident(s),

You are receiving this notice because you are in violation of a community rule listed on the reverse side of this form. Please read the form and remedy the infraction by the listed date. If you have any questions, please feel free to call any member of the Board listed on our website: [www.PaseoVillage.org](http://www.PaseoVillage.org).

## Infraction Policy and Procedures

### Your Rights - Our Rights

#### **NM Statute 47-16-18. Enforcement of covenants; dispute resolution.**

A. Each association and each lot owner and the owner's tenants, guests and invitees shall comply with the Homeowners Association Act and the association's community documents.

B. Unless otherwise provided for in the community documents, the association may, after providing written notice and an opportunity to dispute an alleged violation other than failure to pay assessments:

(1) levy reasonable fines for violations of or failure to comply with any provision of the community documents; and

(2) suspend, for a reasonable period, the right of a lot owner or the lot owner's tenant, guest or invitee to use common areas and facilities of the association.

C. Prior to imposition of a fine or suspension, the board shall provide an opportunity to submit a written statement or for a hearing before the board or a committee appointed by the board by providing written notice to the person sought to be fined or suspended fourteen days prior to the hearing. Following the hearing or review of the written statement, if the board or committee, by a majority vote, does not approve a proposed fine or suspension, neither the fine nor the suspension may be imposed. Notice and a hearing are not required for violations that pose an imminent threat to public health or safety.

D. If a person against whom a violation has been alleged fails to request a hearing or submit a written statement as provided for in Subsection C of this section, the fine or suspension may be imposed, calculated from the date of violation.

E. A lot owner or the association may use a process other than litigation used to prevent or resolve disputes, including mediation, facilitation, regulatory negotiation, settlement conferences, binding and non-binding 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. History: Laws 2019, ch. 30, § 10.

#### **How to remedy infractions.**

A. Depending on the Incident type, an Incident report is opened recording the relevant information in the Incident Report or Infraction Form and a **"Warning Letter"** is mailed, emailed or placed in your mailbox. If the Warning Letter cured the incident, the incident will be marked as closed, and the completed form will be sent to the Secretary for filing, or if the letter DID NOT cure the incident.

B. You are assessed a levy and a **"Fourteen Day Letter"** is mailed, emailed or placed in your mailbox stating the *Date and Time and manner (in-person, telephone or video) of the Hearing* concerning the infraction(s). If you still do not cure the infraction within the permitted time frame, then the levy is escalated to the next level until the infraction is cured. See the Levy Table for more details.

C. When the infraction is cured, the Board/Officer enforcing the incident is responsible for updating the history of the incident with the appropriate information and when "closed" sending it to the Secretary for filing.

## R & R Infractions, Levies & Fees

All infractions & levies escalate until resolved.

"Referred to Attorney fee" is at the offending resident's expense.

"14 Day Letter" is a legal notice per NM Statute.

Maximum citations per infraction is 3.

### Common Area and Amenities Infractions

**Common Area and Amenities** [Ref: C Art. II Sec.1-2, B Art.7.1, PVHA Pool & Tennis/Sports Courts Rules] ○ All Common Areas: including Pool, Tennis and Sports Courts.

**Table A – Common Area, Amenities Infraction & Levies**

Infraction	Because residents annually sign the "Amenities Rules" form, the infractions and levies are as follows.
1 <sup>st</sup> Infraction	Warning Letter, \$25 levy & 10-day suspension & Referred to Attorney
2 <sup>nd</sup> Infraction	"14 Day" Letter and 60-day suspension & Referred to Attorney
3 <sup>rd</sup> Infraction	"14 Day" Letter and 60-day suspension & Referred to Attorney

### Minor Infractions

**Architectural** [Ref: C Art. V, VI, B Art.7.1, Resolutions 2021.1209] Front/Rear Yard Landscaping, Grounds Improvements, Rock Walls, Roof, Wrought Iron, Patio Walls, Pergolas, Exterior Painting with unapproved color(s), other exterior modifications.

**Use Restrictions** [Ref: C Art. VII Sec. a-f, Resolutions 2021.1209 & 2022.0502d] ○ Recreational Item Parking, Inoperative Vehicles, Off-Road Vehicles, Parking on Lawns, Parked Vehicles (exceeding 7 days), Motorcycles, Signs, Home Business, Antennae Television, Radio, etc., Child Play Equipment in Front Yard, Noise Control: Music, Conversations, etc., Yard or Garage Sales Hours other than S/S 9-5. Pet Policy, barking dogs, Breed not allowed, raising for profit, etc. See all pet rules. Single-Family Dwellings used as multifamily residence.

**Criminal Behavior** [Ref: C Art. III Sec. 1, Resolutions 2022.0706 R&R Manual] Speeding, Vandalism, Other Criminal behavior. All criminal behavior results in a 911 call.

**Table B - Minor Infraction Levies**

	Days to Escalation	10th day	20th day	30th day
1 <sup>st</sup> Infraction	Warning Letter	\$25	\$100	\$250 + Referred to Attorney
2 <sup>nd</sup> Infraction	\$50	\$100	\$250	\$500 + Referred to Attorney
3 <sup>rd</sup> Infraction	\$100	\$500	\$500 + Referred to Attorney	

### Major Infractions

**Architectural** [Ref: C Art. V, VI, B Art.7.1, Resolutions 2021.1209] Failing to submit a Construction Plan (exterior) to Board or ARC prior to starting work. Ignoring a posted "Stop All Work" notice.

**Use Restrictions** [Ref: C Art. VII Sec. a-f, Resolutions 2021.1209 & 2022.0502d]

**Lot Rentals** Failing to submit Tenant Verification forms, background etc. Tenant not approved by the Association. Renting prior to completing 1 year of ownership. Renting exceeding the 30% rental level. Accepting Section 8 applicants.

**Table C - Major Infraction Levies**

	Days to Escalation	10th day	20th day	30th day
1 <sup>st</sup> Infraction	"14 Day Letter"	\$50	\$100	\$250 + Referred to Attorney
2 <sup>nd</sup> Infraction	"14 Day Letter" + \$100	\$250	\$500 + Referred to Attorney	\$500 + Referred to Attorney
3 <sup>rd</sup> Infraction	"14 Day Letter" + \$250	\$500	\$500 + Referred to Attorney	

### Other Fees & Levies

**Table D – Other Levies**

Description	Levy Amount	Reference
Disclosure Certificate	\$200	Per Subsection H of Sections 47-16-12 NMSA 1978
Assessment Late Fee	\$20	Resolution 2022.0115.1/1
Contact Designation form not submitted	\$25	Resolution 2021.1209.2/6



# **Paseo Village Homeowners Association**

Rules & Regulations Manual with  
Infraction Levies and  
Policies and Procedures



**THE RULES AND REGULATIONS**  
**FOR SANTA TERESA PASEO HOMEOWNER'S ASSOCIATION**

Understanding How PVHA Operates

Welcome to the Paseo Village Community. We hope you will find living in this community enjoyable for years to come. For our small community of 69 households to thrive, we have established some basic rules, regulations, and levies (fines) to protect all homeowners.

While we wish to avoid fining any homeowners, please understand PVHA Board has the authority to leverage fines should any homeowners choose not to comply with these Paseo Village rules, regulations and guidelines. This Manual of Rules and Regulation contains all the current rules and the levies attached to each infraction. Most of these rules & regulation were extracted from the PVHA Covenants and By-Laws and are now combined with some more detailed rules our committee and current board thought were important for our community. Throughout this document if you see "C" the information was extracted from the Covenants, "B" information was extracted from the By-Laws.

Paseo Village is not managed by a professional company but instead by an elected board as well as residents that volunteer. No one is paid, nor does anyone receive other form of compensation for their work. It is our hope that all homeowners will treat their neighbors, board members and everyone in the community members with kindness, respect and always keep the lines of communication open.

We are all stewards of this unique community let us move forward with community spirit.

Welcome to Paseo Village,

The Board of Directors

## BOARD AUTHORITY

1. The Board shall have the power and duty to create and enforce the Rules and Regulations of the Association including:

Imposing reasonable monetary fines (noncompliance assessments) which shall constitute a lien upon the violator's Lot. (In the event that any occupant, guest or invitee of an Owner violates the Declaration, the By-Laws, and/or any Rules and Regulations and a fine is imposed, the fine shall first be assessed against the violator, but if the fine is not paid by the violator within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board of Directors);

- (i) suspending an Owner's right to vote.
- (ii) suspending any person's right to use any facilities within the Common Areas; provided, however, nothing herein shall authorize the Board of Directors to limit ingress, or egress to or from a Lot; exercising self-help or taking action to abate any Declaration, the By-Laws, and/or any Rules and Regulations; (iv) requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of the Declaration and to restore the Lot to its previous condition;
- (v) without liability to any person, prohibiting any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the Declaration from continuing or performing any further activities in the Subdivision; and
- (vi) levying specific assessments to cover costs incurred by the Association to bring a Lot into compliance with the Declaration, the By-Laws, and/or any Rules and Regulations.

In addition, the Board of Directors may take the following enforcement actions to ensure compliance with the Declaration, the By-Laws, and/or any Rules and Regulations, without the necessity of compliance with the procedures set forth by the Board of Directors or by the Declaration; exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of any parking rules and regulations); and bringing suit at law or in equity to enjoin any violation or to recover monetary damages, or both.

In addition to any other enforcement rights, if an Owner fails to properly perform such Owner's maintenance responsibility, the Board of Directors may record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Specific Assessment. Except in an emergency, the Board of Directors shall provide the Owner with reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All remedies set forth in the Declaration and/or By-Laws shall be cumulative of any remedies available at law or in equity. In any action to enforce the Declaration, the By-Laws, and/or any Rules and Regulations, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

The Board of Directors shall not be obligated to take any action if the Board of Directors reasonably determines that the Association's position is not strong enough to justify taking such action. Such a decision shall not be construed as a waiver of the right of the Association to enforce such provision later and under other circumstances or estop the Association from enforcing any other covenants, restriction or rule.

Ref. NM Statute 47-16-18 a Board may impose monetary levies.

Ref. PVHA By-Laws Section 7.1



## COMMON AREA AND AMENITIES

**\*Annually, before a member or guest can use the Amenities they must sign the "Acknowledgment and Agreement" form available on the website and the Index of this manual.**



### AMENITIES - SWIMMING POOL

It is the PVHA Board's responsibility to ensure that ALL New Mexico Swimming Pool Regulations are strictly enforced. If a violation of these regulations occurs the State could close our pool. It is a privilege, not a right, to use the pool. All rules must be obeyed. Any violations served to you by a board member/pool coordinator(s) will result in your privilege being revoked and gate key codes deactivated.

1. **HOURS OF OPERATION:** The pool will be open for your swimming pleasure from 6 AM to Sunset. The New Mexico pool regulations prohibit swimming in a public pool during hours of darkness without overhead lighting. The Pool will be closed Mondays for chemical treatment.

2. **COMPUTERIZED KEYLESS GATE LOCK AND SURVEILLANCE CAMERAS:** In 2019, a computerized Keyless Entry System was installed and locks after you enter the pool area. The gate must remain closed while you are in the pool area. No unauthorized person(s) may enter our pool area. No one is to enter the pool after sunset. The Board/Pool Coordinator(s) can track pool use by residents via surveillance cameras and the keyless entry system at any time i.e., who comes and who goes and their activity.

3. **LIFEGUARDS ARE NOT PROVIDED AT THIS POOL.** You swim at your own risk.

4. **THE ROPE ACROSS THE POOL:** This rope is there for State-mandated safety purposes and must be kept in place. For any of your swimming laps, you may temporarily disengage it, but please be sure to reattach it when you are finished. Please do not play with or pull on this rope.

5. **INCLEMENT WEATHER:** Hopefully it is common sense, but if you hear any thunder or see any lightening in the sky, do not go into the pool until the weather has passed. If you are already in the pool area, then evacuate the pool and pool area immediately.

6. **POOL CAPACITY:** The maximum number of individuals in the pool is (49) forty-nine.

7. **FIRST AID KIT:** A First Aid Kit is in a green box on the door of the pool's pump room. This First Aid Kit is for use in an emergency only.

8. **EMERGENCY TELEPHONE:** The telephone is located to the right of the pool pump room door. In case of an emergency, DIAL 911. The Pool Telephone number is (575) 589-1156 and the Pool Address is: 127 Jeweled Mesa Drive, Santa Teresa, NM 88008 This information is also located inside the telephone box. Outgoing calling capabilities have been blocked.

9. **POOL CONTAMINATION:** If a fecal accident occurs, evacuate the pool immediately and notify any Board Member. Specific regulations need to be followed during the cleanup of a fecal accident. Also, there is to be no urinating in the pool or anywhere inside the pool area.

10. **SANITATION:** Children in diapers and those that are not potty trained ARE NOT allowed in the pool area i.e., inside the gate! This is a State Law since there is no diaper changing station at the pool.

11. **GUESTS:** Only two (2) non-resident guests are allowed per resident family. Guests must be accompanied by the resident. Resident family dependent(s) will be restricted to one (1) guest each. Overnight house guests of a resident family may use the pool. All pool rules apply to guests. A resident's key code will be disabled if this is violated.

12. **AGE RESTRICTIONS:** All children 13 years and under shall be accompanied by an adult 18 years or older that knows how to swim. Do not send your child to the pool by himself/herself, or leave them unattended; otherwise, they will be asked to leave.

13. **BEHAVIOR RULES:** No running or rough housing is allowed around the pool area or in the pool itself. Music must be kept to a level that allows for normal conversation. Only flotation devices i.e., rafts, balls, styrofoam toys, inner tubes designed for pool use may be taken into the pool; again, equipment not designed for pool use may not be used. Also, if the pool is crowded, please respect others and their swimming pleasure, and leave the toys out of the pool. Please remove toys from the pool and pool area after use.
14. **CARE OF THE POOL AND POOL AREA:** State laws prohibit glass containers of any kind in the pool or pool area. Please use the trash container to dispose of all trash and keep the pool and pool area clean. You are responsible for cleaning the pool and pool area after yourself.
15. **PRIVATE PARTIES:** Only homeowners may host parties at the pool and must have board approval in writing at least 10 days before the party. The 10-day notice will allow the Board adequate time to notify all homeowners about the private party. A \$200. deposit will be required and will be returned to the homeowner after a Board member inspects the pool and pool area and is satisfied that everything has been appropriately cleaned up. The homeowner must be present at the party. All other rules such as those about hours of operation and the prohibition of glass bottles still apply. Other homeowners shall be always allowed in the pool area, even during your private party.
16. **ALCOHOLIC BEVERAGES:** Alcoholic beverages are allowed in the pool area but again, no glass containers. If a person or party becomes obnoxious, unruly, or drunk, we have the right to contact the Sheriff's Department and prosecute the offender as a public nuisance. Please drink responsibly.
17. **HOMEOWNER'S RESPONSIBILITY FOR RENTERS:** Homeowners that have rented out their residence are responsible for ensuring that their renters read, understand, agree to, and then sign a copy of these rules. That copy must then be given to a Board member before a key code can be issued to the renter.

Violation of any pool rules will result in your key code access to the pool being disabled. Any monetary damages to the pool area will be added to that offending homeowner(s) maintenance fees.

If you witness any person who disregards these pool rules, commits an act of vandalism, or tries to enter the pool area as an unauthorized person, please contact a Board member immediately. Remember, Board member's names and telephone numbers are posted on the pool equipment room door.

PASEO VILLAGE HOMEOWNER'S ASSOCIATION, BOARD OF DIRECTORS, CERTIFIED POOL OPERATOR, AND/OR HOMEOWNERS WILL NOT BE HELD LIABLE FOR CAUSE OF INJURY, SICKNESS, ACCIDENT, OR DEATH IN OR AROUND THE SWIMMING POOL OR GATED AREAS.



## COMMON AREA AND AMENITIES

**\*Annually, before a member or guest can use the Amenities they must sign the "Acknowledgment and Agreement" form available on the website and the Index of this manual.**

### AMENITIES - TENNIS / SPORTS COURTS

#### GENERAL RULES

1. The sports courts are available for play year-round, weather permitting, between the hours of 6:00 a.m. and dusk or 7 p.m.
2. Only association members in good standing and their guest may use the sports courts and facilities. Excessive visits by any one just may cause the privileges of the guest to be revoked.
3. Children under the age of eight (8) must be accompanied by an adult while at the sports courts.
4. Children who are not playing a sport shall be allowed on the courts but must be always seated on the benches.
5. Absolutely no pets are allowed in the fenced court are.
6. Court gates shall be always kept close for safety.
7. The courts are for sports only. Absolutely no bikes, skates, skateboards, scooters, or other activities are permitted on the courts at any time.
8. Violations of the rules and regulation may result in expulsion from the tennis courts for up to 60 days per occurrence. In the case of a child, parents will be notifying in writing.
9. Since we only have 1 court, only 1 team in each league will be allowed to form at any given time (USTA and ALTA). Existing teams have court priority over any new teams.
10. No resident can be refused admission onto a Paseo Village team.

#### LEAGUE/TEAM RULES

1. There will no longer be teams allowed to play at the same level or near the same level during a given season.
2. Captains need to rotate within the roster every season. It was recommended that we adopt co-captain becoming the captain for the next season.
3. No team can carry more than 30% of outside members on their roster. Any exceptions to this number must be approved by the HOA tennis rep.  
Team captains from each season will have tennis admin privileges to the website to allow them the ability to block off the additional hours needed for their matches.

#### COURT CONDUCT

1. Proper tennis attire is required. Only flat-sole tennis shoes may be worn on the courts. No black-sole shoes are allowed at any time.
2. Players must exhibit proper sportsmanship while playing (no profanity, throwing rackets, etc.).
3. No one, other than players and officials, shall be allowed inside the fenced area. Those waiting to play, spectators, and children must stay outside the fenced area.
4. No food or food containers are allowed inside the fenced area. Beverages are permitted in non-breakable containers. No glass.
5. Jumping and swinging on the nets is prohibited.
6. No littering is allowed. Trash containers are provided for your use.
7. No smoking is allowed inside the fenced area.
8. As a courtesy to all players, walking behind a court while a point is in progress should be avoided.
9. It is understood that any member causing property damage shall be held financially responsible.
10. Members shall also be responsible for any damage done by their guests or children in their household.



## COURT RESERVATIONS

1. A tennis player may sign up for a court no more than 7 days in advance. Court times will be provided on the hour and half hour, allowing 1.5 hours for singles and 2 hours for doubles. Provided no one is waiting, players may continue to use the courts after their time is up.
2. Players are allowed a 15-minute grace period in which to begin play. After that time, the court reservation is forfeited. (Note: The 15-minute grace period does NOT extend the playing time).
3. During team seasons, ALTA and USTA practice and match times are reserved, and captains are responsible for blocking off the necessary times.
4. Please be considerate. If unable to keep a reservation, a player should cancel the court time so that it may be available to others. Players who consistently sign up for time and do not show up may have court privileges revoked.
5. Between ALTA and USTA seasons, consideration needs to be given to individuals playing other leagues. No team should be reserving the courts for team activities or private lessons during this time. In the event of teams or individuals abusing this rule, the tennis representative has the power to override existing reservations.

## CAPTAIN RESPONSIBILITIES

1. Tennis team rosters must be submitted to the Board tennis representative one week prior to the start of the season. Outside team players shall be assessed \$25 per season.
2. Captains and teams are responsible for emptying court side trash cans after each match or practice session.
3. Captains are responsible for rescheduling ALTA and USTA matches. Captain's first option is to use their scheduled practice time to make up matches.

## OUTSIDE MEMBERS

1. Outside members dues (\$25 per person per season) should be collected by the captain and submitted with a current roster to the Board tennis representative. Unidentified checks (without a roster) will not be accepted.
2. Either the captain or co-captain has to be a Paseo Village resident. Match reservations can only be made by a Paseo Village resident.

Violation of any sports courts rules will result in your key code access to the tennis courts being disabled. Any monetary damages to the tennis court area will be added to that offending homeowner(s) maintenance fees.

If you witness any person who disregards these tennis court rules, commits an act of vandalism, or tries to enter the tennis courts as an unauthorized person, please contact a Board member immediately. Remember, Board member's names and telephone numbers are posted at the tennis courts.

**PASEO VILLAGE HOMEOWNER'S ASSOCIATION, BOARD OF DIRECTORS, CERTIFIED POOL OPERATOR, AND/OR HOMEOWNERS WILL NOT BE HELD LIABLE FOR CAUSE OF INJURY, SICKNESS, ACCIDENT, OR DEATH IN OR AROUND THE SWIMMING POOL OR GATED AREAS.**

Ref. PVHA By-Laws Section 7.1

Ref. PVHA Covenants Article I Section 4 & 18

Ref. PVHA Covenants Article II Section 1(a)

## ARCHITECTURAL CONTROL

\* The Board or ARC must authorize in writing all plans detailing any construction or alteration prior to work commencing.

\*\* For repainting see the Repaint Instant Approval or "RIA" procedure under Policy and Procedures.

The Association wants to ensure that any ground's improvement to a Lot will be in harmony in relation to surrounding structures and topography. This will maximize the value of all properties within Paseo Village. It also means that there are some restrictions put in place to ensure this, above and beyond the restrictions defined in the PVHA Covenants.

### Ref. COVENANTS ARTICLE VI p5 - ARCHITECTURAL CONTROL

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

### ADDITIONAL CONSTRUCTION RESTRICTIONS

1. Rock walls, other than those approved, shall not be permitted in. Only rock walls for retainer purposes will be approved by the Architectural Review Committee, and these shall conform in general with existing retainer walls around the Common Area, i.e., pattern, color, height, etc.
2. Patio walls shall be constructed of slump block and will conform in general to existing walls as to pattern, height, color, etc.
3. Roofs of houses that project out or above the height of buildings and are visible to others, shall be of Spanish tile construction, built up roof, but absolutely no composition shingles will be accepted.
4. All garage doors should be of metal material and be same color as the exterior of the house and not have any windows.
5. Any new wrought iron installation must be approved, in writing, by either the sitting ARC or the sitting Board of Directors of the Association prior to said installation. All wrought iron work will be either dark brown, black, or match the exterior patio walls and building walls color on that house.

### PAINTING AND COLORS

6. Trim colors - Trim consists of and is defined as follows: the front door and front door trim, the garage door and garage door trim, window frames and trim, viga and scuppers. All trim must be the same color, no mixing of colors is allowed.
7. Exterior colors - patio wall color, garage door and building wall color shall be the same as on the house. All trim must be the same color, no mixing of colors is allowed.
8. Courtyards - Homes in the Association having contiguous walls with neighbors forming courtyard areas must receive written permission from both the wall owner and the "ARC" before painting the courtyard walls to a single matching wall color. Permissions are permanent until either home changes ownership or the owner of the wall repaints their home. The approved combinations are as follows. Some Wall colors have multiple trim colors. All wall paints should be of high masonry, metal, or wood quality.

#### *Sherwin-Williams*

- Wall: *White* (PV-006 or CL2861W)  
Trims: Medium Brown (PV-001 or CL2707N); Terra Cotta (PV-002 or CLV111N; Moss Green (PV-004 or CL1957N); Teal (PV-005 or CL2187N)



- Wall: *Medium Tan* (PV-007 or C-ly1Z+F-ly12+L-10y40) Trims: Medium Brown (PV-001 or CL2707N); Terra Cotta (PV-002 or CLV111N); Moss Green (PV-004 or CL1957N); Teal (PV-005 or CL2187N)
- Wall: *Cameo* (PV-008 or B-10+c-5y10+I-ly2)  
Trims: Medium Brown (PV-001 or CL2707N); Terra Cotta (PV-002 or CLV111N); Moss Green (PV-004 or CL1957N); Teal (PV-005 or CL2187N)

### ***Home Depot***

- Wall: *Basswood* (MQ2-46) Trims: True Copper (S180-7) or Moose Trail (N190-7)
- Wall: *Rodeo Tan* (N240-5) Trims: True Copper (S180-7) or Moose Trail (N190-7)
- Wall: *Weathered White* (HDC-NT-21) Trim: Ice Cave (M480-7)
- Wall: *Fashion Gray* (PPU18-15) Trim: Peppery (MQ2-62)
- Wall: *Muted Sage* (N350-5) Trim: Jungle Camouflage (N350-4)

All paint colors listed are from *Sherwin-Williams* or *Home Depot* on Mesa Street in El Paso, Texas. If other brand of paints is used, said paints must match the listed options in quality and color. All the above listed paints are approved by the ARC and sample swatches are available.

Common/Open area. The Paseo Village signage at the entrance to Trevino shall have the lettering painted Moose Trail or black and the wall color shall be the approved white(s) or Rodeo Tan as mentioned. Landscaping signs and structures shall be Rust-oleum Hunter Green.

## **HOMEOWNER GROUND'S IMPROVEMENTS**

Back Yards: The Association does not maintain backyards. Homeowners are, within guidelines, allowed to improve their enclosed backyards, as long as none of the PVHA Covenants are violated. Construction plans must be submitted to the ARC. Playground equipment and trampolines are not permitted in the front yards.

Enclosed Patio Areas: Homeowners are, within guidelines, free to enhance the area inside an enclosed patio area.

Pergolas: Before erecting a new pergola on a Lot, plans must be submitted to the architectural committee or directly to the board for approval. The planned pergola should match those found in other lots in terms of size and style.

Front Yard Landscaping: Homeowners are generally free to landscape their front yards however they see fit. However, a list of general restrictions and provisions including but not limited to the following has been established:

- (a) Each homeowner should consider that their front yard is visible to all and hence represents the Paseo Village subdivision.
- (b) Each homeowner must remember that they are responsible for their own yards and houses. If trees are planted, the Homeowner is ultimately responsible for maintaining those trees to avoid any damages the roots may cause to their driveway, foundation or sprinkler system, or harm to their roof or walls caused by branches rubbing against them.

For any ground's improvement designated as needing approval, if the architectural committee or board fails to approve or disapprove a submitted plan within thirty days, approval defaults to having been granted.

In the absence of specific instructions contained herein, the approval of the ARC or the Board of Directors of the Association shall be obtained in writing prior to the start of any construction, addition or additional landscaping.

Ref. PVHA Covenants Article V Section  
Ref. PVHA Covenants Article VI Section  
Ref. PVHA Resolution 2021.1209.4/6



## USE RESTRICTIONS

**\*For parking an RV see "Recreational Vehicles Instant Approval or "RVIA" procedure under Policy and Procedures.**

### COVENANTS ARTICLE VII p5 - USE RESTRICTIONS

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

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

## ADDITIONAL USE RESTRICTIONS

### Automobiles

No type of vehicle, motorize or not, may be parked or otherwise be placed on any part of a lot except each lots paved driveway intended for such use.

All automobiles parked on the streets or driveways must use be moved on a weekly basis. All commercial trucks must be approved by the Association. No food trucks are allowed. Company trucks used by employees are accepted on a case-by-case basis.

### Pet Restrictions

Resolution 2022.0502.1 "Officially" establishes an expanded Pet Policy as authorized by the Covenants and By-Laws. The Pet Policy will follow NM State Law 2006 Mexico Statutes-Article1A—Dangerous Dog,77-1A-1through77- 1A-6, Dona Ana County Ordinance number 266-2013 and the following:



Only ordinary domesticated household pets including dogs, cats, birds (in cages only), fish (in tanks), and hamsters (or like animals) kept in cages may be in any Unit. All such pets shall comply with the following restrictions as well as those contained in the Rules. Any pet which violates these restrictions at the time this Declaration is adopted will be deemed grandfathered but when the pet dies or moves, he or she may not be replaced except by a pet that adheres to these restrictions.

- A. Number. The total number of dogs that may reside in any Unit is three (3). The total number of cats that may reside in any Unit is two (2).
- B. Prohibited Breeds and Characteristics. The following dogs shall not reside or be present temporarily at the Development: (a) a dog which has been declared by a public agency to be potentially dangerous, potentially vicious, dangerous or vicious; (b) a dog which has caused bodily injury to any resident of the Development; (c) a dog which has initiated a fight with any other dog belonging to a resident of the Development; (d) a dog which by its aggressive behavior has caused a resident of the Development to take evasive action to avoid being injured by the dog; (e) any Akita, American Bulldog, American Mastiff, Bandog, Boerboel, Bulldog, Bullmastiff, Cane Corso, Cane da Presa, Chow Chow, Dogo Argentino, English Mastiff, Fila Brasileiro, Kangal, Neapolitan Mastiff, Presa Canario, Rottweiler, Shar Pei, or Tosa; (f) any American Pit Bull Terrier, American Staffordshire Terrier, American Bully, Staffordshire Bull Terrier, pit bull type of dog, or pit bull mix; (g) any wolf-dog hybrid; (h) any dog that violates noise restrictions of Dona Ana County on a repeated basis; (i) any dog of a breed which when fully grown usually exceeds Dona Ana County standards for the size of the dog and the yard space available.
- C. No Commercial Use. No animal living in the Development may be bred for the purpose of sale or any commercial or illegal purpose.
- D. Removal. The Association Board of Directors may cause the removal from the Unit and Development of any animal which (a) in the opinion of the board poses a threat to the health, safety, or welfare of any other Resident, or (b) violates any provision of this section.
- E. Liability/Indemnity. All Owners are strictly liable for any damage or injury to Persons or property caused by their pets. Further, each Owner shall indemnify, defend, and hold harmless the Association and its officers, directors, employees, committee members, manager, and agents from all claims, obligations, liabilities, damages, expenses, judgments, attorneys' fees, and costs arising from or related to his or her pets. All dogs must be covered by a renter or homeowners' policy of liability insurance.
- F. Leash. Dogs shall be always kept on a physical leash when they are in the Common Areas and may not be tied to any object. The leash must comply with law, be 6 feet or less in length, and must be held by an adult who can control the dog.
- G. Litter. Each Owner shall immediately remove and dispose of any litter left by his or her pet in the Common Areas or anywhere on the Owner's or neighbor's lot.

### **Lot Rentals and Restrictions**

The PVHA wants to ensure that all residents adhere to the same Covenants, Bylaws, Rules and Regulations ensuring that the general appeal and character of our community is sustained. With that in mind, the following provisions and restrictions apply when renting out any home.

Homeowners know they have the right to rent out their homes to others; but they usually forget they own in an Association that also has a right and a responsibility to the whole Community.

The Association provides Equal Housing Opportunity and adheres to the Fair Housing Act (42 U.S.C. §3604(a)) thus, it can, by law, request owners provide them with the following prior to renting their properties and ultimately, fine the owner(s) for not providing the tenant information.

The Paseo Village HOA requires Lot owners (if not owner occupying their properties) to submit simultaneously to any rental/lease agreement being signed and as a part of the process of rental/leasing to any other person, for any periods of any time, the following:



1. **Tenant Emergency Contact Form:** The Association has created a PVHA **"Residents Information Sheet"** that all Homeowners are expected to complete and submit to the Secretary of the Board of Directors simultaneously to any rental/ lease agreement being signed. This form contains helpful contact information such as the names of the Tenants and the address of the Lot, the duration of the current lease, a declaration signed by the Tenant that all Covenants, By-Laws, Rules and Regulations have been read and are agreed to.

Remember! It is the Owner that is ultimately responsible for compliance with the Covenants and Bylaws, and so it will be the owner that will be responsible for any levies for violations.

Ref. PVHA Covenants Article VII Section (a) to (f)

Ref. PVHA Resolution 2022.0502.1/1

Ref. PVHA Resolution 2021.1209.4/6

## **Enforcement and Remediation**

### **Infractions**

Part of the administration of the PVHA Covenants and Bylaws, for which the Board of Directors is responsible, includes enforcing these covenants, restrictions and conditions as well as taking the allowable remediation steps to do so.

**At PVHA there are two types of infractions, Major and Minor. The infraction form on page 20 contains a list of the infractions and the levies.**

## POLICIES AND PROCEDURES

### Policy for Late Payment of Assessments

**Policy for paying your Assessment late:** "No monthly assessment shall be considered past due, or subject to fines and penalties, until the first day of the next month's assessment. Members are considered in good standing if the previous month's assessment is paid in full even if the current month's assessment is not yet paid." PVHA By-Laws Section 1.14

Example: The current month and date is January 31<sup>st</sup>, you have paid December's dues in December, so today January 31<sup>st</sup> is your last day to pay your January payment. Tomorrow February 1<sup>st</sup>, you will be late and have both interest and a late fee added to your dues. Another way to look at it is you have all month to pay your dues.

**The Collection's process is listed below:**

1. First, a levy of \$20.00 and retroactive interest rate of 6% per annum is added to your dues.  
The calculation method is  $\$114 + 6\% = (\$6.84) / 365 = .01873$  (the daily rate) x the number of days in the month (30) or .56 cents plus the late fee (\$5.00) = \$5.56 added to \$114 = \$119.56 and it accrues at the daily rate.
2. A "Infraction Letter" is mailed, emailed and/or placed in the members mailbox. The "Infraction Letter" notifies you of your failure to pay dues and suggests you pay your dues or request a payment plan.
3. Also, a "30-Day Letter" is mailed, emailed and/or placed in the members mailbox. It simply states in 30 days the Board will refer the case to our attorney and is moving forward with collections and the legal process as described by law. The Attorney will contact the member and has control of the matter.
4. So, from the "due date" of the 1<sup>st</sup> of each month to the referral to Collections is 60 days +/-.
5. The you pay all the expenses of collections (filing charges, liens on your property) and includes all attorney fees.
6. New Mexico State Statute 47-16-18 "Disputes" Allows owners to request a Board Hearing from the Association for everything except failure to pay dues. *"...written notice and an opportunity to dispute an alleged violation other than failure to pay assessments..."*

Ref. Covenants Article IV Section 8

**Additional references for Board members:**

**1977 Original Rule: Covenants Sec. 8 Effect of Nonpayment of Assessments: Remedies of the Association.**

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

**2021 Rule: Covenants IV Sec. 8 Effect of Nonpayment of Assessments: Remedies of the Association.**

"Any assessment not paid after the final due date shall bear interest from the final due date at the rate of ten percent (6%) per annum and be assessed a late penalty fee as listed in the Regulations and Rules Manual. The Association may bring an action at law against the property after providing written notice and a the thirty (30) day period. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot."

**2022 Change: By-Laws Sec. 1.14 "Good Standing"**

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

**NM Statute 47-16-18. Enforcement of covenants; dispute resolution.**



- A. Each association and each lot owner and the owner's tenants, guests and invitees shall comply with the Homeowners Association Act and the association's community documents.
- B. Unless otherwise provided for in the community documents, the association may, after providing written notice and an opportunity to dispute an alleged violation other than failure to pay assessments:
- (1) levy reasonable fines for violations of or failure to comply with any provision of the community documents; and
  - (2) suspend, for a reasonable period of time, the right of a lot owner or the lot owner's tenant, guest or invitee to use common areas and facilities of the association.
- C. Prior to imposition of a fine or suspension, the board shall provide an opportunity to submit a written statement or for a hearing before the board or a committee appointed by the board by providing written notice to the person sought to be fined or suspended fourteen days prior to the hearing. Following the hearing or review of the written statement, if the board or committee, by a majority vote, does not approve a proposed fine or suspension, neither the fine nor the suspension may be imposed. Notice and a hearing are not required for violations that pose an imminent threat to public health or safety.
- D. If a person against whom a violation has been alleged fails to request a hearing or submit a written statement as provided for in Subsection C of this section, the fine or suspension may be imposed, calculated from the date of violation.
- E. A lot owner or the association may use a process other than litigation used to prevent or resolve disputes, including mediation, facilitation, regulatory negotiation, settlement conferences, binding and non-binding 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. History: Laws 2019, ch. 30, § 10.

## **Policies and Procedures**

### **Instant Approval Programs**

In a move to be a more responsive Board and a less "policing" homeowners association. The 2022 Board of Directors and ARC implemented a new Policy called "Instant Approval" or "IA." There are two (2) the first for Repainting your home "RIA" and second for parking an RV in front of your home "RVIA". Both are described below.

#### **Home Repainting Procedure**

Definition: Architectural Review Committee "Repainting Instant Approval or "RIA" Program"

The History: The issue is homeowners are required to "notify" the Board if they want to do any change to their homes. The following is taken from the Covenants.

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

The Reason: To maintain conformity which maintains and adds to the real estate values in the community.

The Answer: Homeowners can now have instant architectural review committee approval by following the simple process. When you are simply repainting your house and are not making any modifications to the exterior you are automatically approved. Again, to be very clear. You're simply repainting using the pre-approved PVHA color palettes; you will qualify for "Instant Approval" and can begin work immediately.

Just choose your colors and email us and tell us in the subject field what approved color scheme you chose. Nothing else is necessary. The Board/ARC will then notify the staff as needed.

#### **Example of the email:**

**To:** [pvhaboard@paseovillage.org](mailto:pvhaboard@paseovillage.org)

**From:** AaronSample@me.com

**Subject:** "RIA 133 Jeweled Mesa Drive Walls White and Trim Terra Cotta"

NOTE: If you plan to repaint and to modify anything, let's say your front gate. We recommend you complete the RIA process first (choosing your colors first) and then separately file a plan just for the modified gate. This way you narrow the job down and receive the fastest time for your modification(s) approval.

Disclosure: You only qualify for "RIA" if you are using the pre-approved colors palettes listed below and are not modifying the exterior of your home. Remember, any mixing of unapproved wall and trim colors and other unapproved color palettes is not allowed and will result in you having to repaint your house, trim or both at your expense.

Below is taken from the Covenants.

#### **Article VI Architectural Control Painting and Paint Colors**

6. Trim colors - Trim consists of and is defined as follows: the front door and front door trim, the garage door and garage door trim, window frames and trim, vitas and scuppers. All trim must be the same color, no mixing of colors is allowed.

7. Exterior colors - patio wall color, garage door and building wall color shall be the same as on the house. All trim must be the same color, no mixing of colors is allowed.

8. Courtyards - Homes in the Association having contiguous walls with neighbors forming courtyard areas must receive written permission from both the wall owner and the "ARC" before painting the courtyard walls to a single matching wall color. Permissions are permanent until either home changes ownership or the owner of the wall repaints their home.



The approved combinations are as follows. Some Wall colors have multiple trim colors. All wall paints should be of high masonry, metal or wood quality.

**Sherwin-Williams**

o Wall: White (PV-006 or CL2861W)

Trims: Medium Brown (PV-001 or CL2707N); Terra Cotta (PV-002 or CLV111N; Moss Green (PV-004 or CL1957N); Teal (PV-005 or CL2187N)

o Wall: Medium Tan (PV-007 or C-ly1Z+F-ly12+L-10y40)

Trims: Medium Brown (PV-001 or CL2707N); Terra Cotta (PV-002 or CLV111N; Moss Green (PV-004 or CL1957N); Teal (PV-005 or CL2187N)

o Wall: Cameo (PV-008 or B-10+c-5y10+I-ly2)

Trims: Medium Brown (PV-001 or CL2707N); Terra Cotta (PV-002 or CLV111N; Moss Green (PV-004 or CL1957N); Teal (PV-005 or CL2187N)

**Home Depot**

o Wall: Basswood (MQ2-46) Trims: True Copper (S180-7) or Moose Trail (N190-7) o Wall: Rodeo Tan (N240-5) Trims: True Copper (S180-7) or Moose Trail (N190-7) o Wall: Weathered White (HDC-NT-21) Trim: Ice Cave (M480-7) o Wall: Fashion Gray (PPU18-15) Trim: Peppery (MQ2-62) o Wall: Muted Sage (N350-5) Trim: Jungle Camouflage (N350-4)

All paint colors listed are from Sherwin-Williams or Home Depot on Mesa Street in El Paso, Texas. If other brand of paints is used, said paints must match the listed options in quality and color. All the above listed paints are approved by the ARC and sample swatches are available.

In the absence of specific instructions contained herein, the approval of the ARC or the Board of Directors of the Association shall be obtained in writing prior to the start of any construction project, or change in, or addition to, existing landscaping.

### **RV Parking**

**Definition:** Recreational Vehicles Instant Approval or "RVIA"

In a move to be a more responsive Board and a less "policing" HOA. The 2022 Board of Directors and ARC have implemented a new Policy called "Recreational Vehicles Instant Approval" or "RVIA."

**History:** The issue is homeowners are required to "notify" the Board if they want to park an RV etc. at their home. The following is taken from the Covenants. Article VII "Use Restrictions." "Section 5. No boats, campers, trailers or snowmobiles shall be stored or parked on any portion of a lot which is visible or parked on any portion of the common area for a period longer than twenty-four (24) hours without the prior written consent of and in the location specified by the Directors of the Association."

**The Reason:** The purpose is to avoid any issues with let's say an RV blocking any maintenance work being performed or scheduled to be performed that might otherwise obstruct our work. Example: Repairing roads, sprinklers, lawns, tree removal, etc. Some contractors might bill us if they get here but cannot perform the work. That cost would be added to your lot and dues. Communication is necessary.

**The Answer:** Homeowners can now have instant Board and ARC approval by following the simple process. Just email us and tell us in the subject field that there will be an RV parked in front of your house for the stated period of time. Nothing else is necessary. The Board/ARC will then notify the staff as needed.

**Example of the email:**

**To:** [pvhaboard@paseovillage.org](mailto:pvhaboard@paseovillage.org)

**From:** AaronSample@me.com

**Subject:** "RVIA 133 Jeweled Mesa Drive: Relatives in town for the 3 days"

**NOTE:** We recommend you complete the RVIA process before the RV or listed item arrives. And the Association usually informs residents of any work planned but we should be able to respond to your "RVIA" within an hour or two of any conflict.



## Policies and Procedures Notes for Meetings and Voting

### MEMBERSHIP, MEETINGS AND VOTING

Points to Remember are:

1. The Bi-Annual General Meetings (Spring and Fall) are designed for the general membership.
2. By NM State Law general meetings must have not less than 20 and no more than 50 days' notice before the meeting.
3. The Monthly Meetings are designed for the Board to conduct the day-to-day business of the Association.
4. By NM State Law Board Meetings can be called with 48 hours' notice.
5. You have a right to attend and speak at a meeting, but you may have a time restriction.
6. Members are not Directors and cannot "make a motion" or vote at Board Meetings.
5. We officially use "**Robert's Rules of Order**" to conduct business.
6. To amend the **Covenants** requires 75% (52) of the entire membership in good standing or not.
7. To amend the **By-Laws** requires "a majority" of the members in good standing.
8. To have a **Special Assessment** the Board must call a special meeting for a Special Assessment and determine 3 things.  
(A) Is there is a quorum (60% of the membership or 42) in attendance and B) have 2/3rds or 28 of the members voted yes and C) are all those that voted yes in good standing? If the answer is yes, then the special assessment passes.  
If the answer is no, then the Board must have another meeting between 20 and 50 days later. The second vote is conducted the same way but the number for the quorum is only half of the first time or 21; and the special assessment can pass with the same 2/3rds requirement or 14 members to vote yes and be in good standing.  
To calculate the members in Good Standing the Treasurer must provide a list of members fully paid up to date on the meeting day.
9. Any written changes to our Articles of Incorporation, Covenants and By-Laws must be on a paper ballot and mailed to the owners address of record.
10. To speak at a meeting, you must raise your hand and ask the presiding officer, usually the President, "Mr. Chairman may I have the floor." The Chairman replies, "Mr. Smith has the Floor "or not depending on time.
11. 11. PVHA requires a "Contact Designation Form" to determine which owner is the voter at an address.
12. NM Statutes Section 30-13-1 It is a petty misdemeanor to disturb a lawful assembly. If you cannot conduct yourself in an adult manner the presiding officer will recess the meeting and call the Sheriff to have you arrested.

Ref. PVHA Resolution 2021.1209.3/6

Ref. PVHA Covenants Article III Section 1 & 2

Ref. PVHA By-Laws Article III Section 3.1 - 3.3

Ref. PVHA By-Laws Article IV Section 4.1 - 4.8

Ref. PVHA By-Laws Article VI Section 6.1 - 6.12

Ref. PVHA By-Laws Article X

Ref. NMSA 47-16-9-A

Ref. NMSA 47-16-17

Ref. NMSA 47-16-7F

Ref. NMSA 30-13-1

## **Policies and Procedures Criminal Behavior**

### **Criminal Behavior and Homeowner Responsibility**

As defined in the PVHA Covenants, the PVHA was incorporated to allow Homeowners to define and enforce covenants, restrictions and conditions intended to keep Paseo Village home values maximized and to make Paseo Village a fun, safe and peaceful place to live.

The PVHA Board of Directors was subsequently established to administer those covenants, restrictions and conditions detailed in the PVHA Covenants and the PVHA Bylaws documents on behalf of the Association as a whole.

Neither the Association nor the Board are responsible for law enforcement. However, it is the responsibility of every Homeowner (whether serving as an Officer on the board or not) and every Tenant to do their part to report to and engage the appropriate law enforcement agency if malicious or criminal behavior is observed. Some specific examples follow.

**Section 1 Speeding:** Homeowners or Tenants are expected to capture the license plate of an automobile seen speeding through our neighborhoods. The make and model of the vehicle will certainly be helpful to know as well. Those pieces of information should then be reported to the Dona Ana County Sheriff.

**Section 2 Vandalism:** Homeowners or Tenants witnessing vandalism on our Properties have a duty to report the incident immediately and as thoroughly as possible to the Dona Ana County Sheriff.

**Section 3 Criminal Activity:** Homeowners or Tenants are expected to report any observed criminal activity to the Dona Ana County Sheriff immediately.

For these and any other incidents that require police or other city official attention, the Homeowner(s) or Tenant(s) witnessing the incident are expected to also provide notification of the incident and a description thereof to a board Officer. The board Officer will then fill out the PVHA Incident Report form and send it to the board Secretary so that it may be filed.





Address: \_\_\_\_\_ Date: \_\_\_\_\_

Dear Resident(s),

You are receiving this notice because you are in violation of a community rule listed on the reverse side of this form. Please read the form and remedy the infraction by the listed date. If you have any questions, please feel free to call any member of the Board listed on our website: [www.PaseoVillage.org](http://www.PaseoVillage.org).

## Infraction Policy and Procedures

### Your Rights - Our Rights

#### NM Statute 47-16-18. Enforcement of covenants; dispute resolution.

A. Each association and each lot owner and the owner's tenants, guests and invitees shall comply with the Homeowners Association Act and the association's community documents.

B. Unless otherwise provided for in the community documents, the association may, after providing written notice and an opportunity to dispute an alleged violation other than failure to pay assessments:

(1) levy reasonable fines for violations of or failure to comply with any provision of the community documents; and

(2) suspend, for a reasonable period, the right of a lot owner or the lot owner's tenant, guest or invitee to use common areas and facilities of the association.

C. Prior to imposition of a fine or suspension, the board shall provide an opportunity to submit a written statement or for a hearing before the board or a committee appointed by the board by providing written notice to the person sought to be fined or suspended fourteen days prior to the hearing. Following the hearing or review of the written statement, if the board or committee, by a majority vote, does not approve a proposed fine or suspension, neither the fine nor the suspension may be imposed. Notice and a hearing are not required for violations that pose an imminent threat to public health or safety.

D. If a person against whom a violation has been alleged fails to request a hearing or submit a written statement as provided for in Subsection C of this section, the fine or suspension may be imposed, calculated from the date of violation.

E. A lot owner or the association may use a process other than litigation used to prevent or resolve disputes, including mediation, facilitation, regulatory negotiation, settlement conferences, binding and non-binding 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. History: Laws 2019, ch. 30, § 10.

#### How to remedy infractions.

A. Depending on the Incident type, an Incident report is opened recording the relevant information in the Incident Report or Infraction Form and a **"Warning Letter"** is mailed, emailed or placed in your mailbox. If the Warning Letter cured the incident, the incident will be marked as closed, and the completed form will be sent to the Secretary for filing, or if the letter DID NOT cure the incident.

B. You are assessed a levy and a **"Fourteen Day Letter"** is mailed, emailed or placed in your mailbox stating the ***Date and Time and manner (in-person, telephone or video) of the Hearing*** concerning the infraction(s). If you still do not cure the infraction within the permitted time frame, then the levy is escalated to the next level until the infraction is cured. See the Levy Table for more details.

C. When the infraction is cured, the Board/Officer enforcing the incident is responsible for updating the history of the incident with the appropriate information and when "closed" sending it to the Secretary for filing.

## Acknowledgment and Agreement

PASEO VILLAGE HOMEOWNER'S ASSOCIATION, BOARD OF DIRECTORS, CERTIFIED POOL OPERATOR, TENNIS INSTRUCTORS, STAFF AND/OR HOMEOWNERS WILL NOT BE HELD LIABLE FOR CAUSE OF INJURY, SICKNESS, ACCIDENT, OR DEATH IN OR AROUND ANY OF THE AMENITIES AND COMMON AREAS. YOU USE ALL THE COMMON AREA, AMENITIES AND FACILITIES AT YOUR OWN RISK.

If you witness any person who disregards these amenities rules, commits an act of vandalism, or tries to enter the tennis courts or pool area as an unauthorized person, please contact a board member immediately. Remember, Board member's names and telephone numbers are posted at the tennis courts and pool area.

For any issues with the amenities, please contact one of these Paseo Village Board members:

Violation of any amenities rules will result in your key code access to the being disabled. Any monetary damages to the tennis court or pool area will be added to that offending homeowner(s) maintenance fees.

I /We have read, fully understand, and agree to abide by the PVHA Community Amenities Rules.

I / We will also accept full responsibility for family and invited guests of the above listed residence to abide by these same rules.

---

Signed Name	Address (example: 127 Jeweled Mesa)	Date
-------------	-------------------------------------	------



## R & R Infractions, Levies & Fees

All infractions & levies escalate until resolved.  
 "Referred to Attorney fee" is at the offending resident's expense.

"14 Day Letter" is a legal notice per NM Statute.  
 Maximum citations per infraction is 3.

### Common Area and Amenities Infractions

**Common Area and Amenities** [Ref: C Art. II Sec. 1-2, B Art. 7.1, PVHA Pool & Tennis/Sports Courts Rules] ○ All Common Areas: including Pool, Tennis and Sports Courts.

**Table A – Common Area, Amenities Infraction & Levies**

Infraction	Because residents annually sign the "Amenities Rules" form, the infractions and levies are as follows.
1 <sup>st</sup> Infraction	Warning Letter, \$25 levy & 10-day suspension & Referred to Attorney
2 <sup>nd</sup> Infraction	"14 Day" Letter and 60-day suspension & Referred to Attorney
3 <sup>rd</sup> Infraction	"14 Day" Letter and 60-day suspension & Referred to Attorney

### Minor Infractions

**Architectural** [Ref: C Art. V, VI, B Art. 7.1, Resolutions 2021.1209] Front/Rear Yard Landscaping, Grounds Improvements, Rock Walls, Roof, Wrought Iron, Patio Walls, Pergolas, Exterior Painting with unapproved color(s), other exterior modifications.

**Use Restrictions** [Ref: C Art. VII Sec. a-f, Resolutions 2021.1209 & 2022.0502d] ○ Recreational Item Parking, Inoperative Vehicles, Off-Road Vehicles, Parking on Lawns, Parked Vehicles (exceeding 7 days), Motorcycles, Signs, Home Business, Antennae Television, Radio, etc., Child Play Equipment in Front Yard, Noise Control: Music, Conversations, etc., Yard or Garage Sales Hours other than S/S 9-5. Pet Policy, barking dogs, Breed not allowed, raising for profit, etc. See all pet rules. Single-Family Dwellings used as multifamily residence.

**Criminal Behavior** [Ref: C Art. III Sec. 1, Resolutions 2022.0706 R&R Manual] Speeding, Vandalism, Other Criminal behavior. All criminal behavior results in a 911 call.

**Table B - Minor Infraction Levies**

	Days to Escalation	10th day	20th day	30th day
1 <sup>st</sup> Infraction	Warning Letter	\$25	\$100	\$250 + Referred to Attorney
2 <sup>nd</sup> Infraction	\$50	\$100	\$250	\$500 + Referred to Attorney
3 <sup>rd</sup> Infraction	\$100	\$500	\$500 + Referred to Attorney	

### Major Infractions

**Architectural** [Ref: C Art. V, VI, B Art. 7.1, Resolutions 2021.1209] Failing to submit a Construction Plan (exterior) to Board or ARC prior to starting work. Ignoring a posted "Stop All Work" notice.

**Use Restrictions** [Ref: C Art. VII Sec. a-f, Resolutions 2021.1209 & 2022.0502d]

**Lot Rentals** Failing to submit Tenant Verification forms, background etc.

**Table C - Major Infraction Levies**

	Days to Escalation	10th day	20th day	30th day
1 <sup>st</sup> Infraction	"14 Day Letter"	\$50	\$100	\$250 + Referred to Attorney
2 <sup>nd</sup> Infraction	"14 Day Letter" + \$100	\$250	\$500 + Referred to Attorney	\$500 + Referred to Attorney
3 <sup>rd</sup> Infraction	"14 Day Letter" + \$250	\$500	\$500 + Referred to Attorney	

### Other Fees & Levies

**Table D – Other Levies**

Description	Levy Amount	Reference
Disclosure Certificate	\$200	Per Subsection H of Sections 47-16-12 NMSA 1978
Assessment Late Fee	\$20	Resolution 2022.0115.1/1
Contact Designation form not submitted	\$25	Resolution 2021.1209.2/6