



## ***Villa Valencia Homeowners Association Inc.***

### **RULES AND REGULATIONS OF THE VILLA VALENCIA HOMEOWNERS ASSOCIATION**

These Rules and Regulations are in addition to the Certificate of Formation, Bylaws, and Declaration of Covenants, Conditions, and Restrictions, Easements, Charges and Liens on and for the Villa Valencia Homeowners Association (CC&R), which constitute the governing documents. Violations of these Rules are subject to the enforcement regulations under the governing documents.

These Rules and Regulations do not supersede or change the Certificate of Formation, Bylaws or CC&R in any manner. They do have the same status of law and enforceability.

Wherever the word "owner" or "homeowner" appears, if used in this document, it will include all tenants and/or occupants. All rules and regulations herein will apply to all tenants and/or occupants.

Owners shall be responsible for tenants/occupant's actions or misconduct and adherence to the Rules and Regulations of the Association. Each Homeowner shall be responsible for providing tenants with a current copy of the Association Rules and Regulations.

The monthly maintenance assessments by the Association on common property will depend, in large measure, on the care and consideration exercised by every Homeowner, tenant, or their guests. If the maintenance costs are high and the current budget is not sufficient to meet these costs, each Homeowner's assessment will have to be increased accordingly.

Do not take your complaints directly to the Board Members. No Board Member may make a unilateral decision regarding any matter which has not been decided by a quorum of the Board Members.

All the rules and regulations herein may be changed or added to at any time by the Association. Any consents granted hereunder may be revoked for due cause.

Amendments and Clarifications to Rules and Regulations to the Declaration of Covenants, Conditions and Restrictions for each portion of the Villa Valencia Residential Development, being Unit 1, Unit 2, and Unit 3 as per the Bylaws of Villa Valencia Homeowners Association Inc, under Section 16, Powers, Subsection F.

Declaration of Covenants, Article III Residential Area Covenants, 3.02, Land Use, Building Type, and Garages Clarification of "carport" entry.

The entry added into the Villa Valencia Declaration of Covenants, found under sub section 3.02 "Land Use, Building Type, and Garages stipulates that "No carport shall be built, placed, constructed or reconstructed on any Lot."

#### **1). Carports**

Carports are not allowed under any circumstances (not to be mistaken with "Sun Shade Canopy" structures). Carports are defined as a structure that is attached or detached from the

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NOTICE OF HOMEOWNERS ASSOCIATION: Ashley Wood  
Amanda Lopez Askin, County Clerk, Dona Ana, NM

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residential structure; constructed of wood, masonry, stucco, or iron works with a solid roofing material (can be a combination of previously mentioned materials).

Homeowners with violations identified by the property management company (Dana Properties) will be subjected to the in writing warnings of the violations and then proceeded with incurring fines for such violations.

**2). Sun Shade Canopy**

"Sun Shade Canopy" structures are defined as not being carports.

Approved "Sun Shade Canopy" structures are ~~constructed~~ of a metal structure that is properly anchored into the improved or unimproved (rock landscape are adjacent to the cement driveway) driveway surface area; the canopy upper structure will be affixed by a metal frame with canopy fabric material affixed and secured with wire rope style attachment assembly; No "Sun Shade Canopy" structure will have electrical connections or affixed permanent lighting to the metal frame of the structure; fabric material being of a breathable mesh type nylon material in accordance with approved neutral colors that complement the approved residential neutral color schematic.

Each Owner, Resident and Member shall ensure that the canopy fabric (if applicable to the property) is properly maintained, remains serviceable without tears to the fabric and will not detract from an orderly appearance as viewed from the front of the property.

Each Owner, Resident and Member shall have a maximum of 60 days to replace or repair the damaged "Sun Shade Canopy" structure with breathable mesh type nylon material in accordance with approved neutral colors.

Approved neutral colors include: Black, Grey, Tan, Brown, and Dark Green only (unless otherwise approved by the ARC).

Homeowners with violations identified by the property management company (Dana Properties) will be subjected to the in writing warnings of the violations and then proceeded with incurring fines for such violations.

**3). Restricted Uses**

The following activities or uses shall not be permitted on or with respect to any part of the Villa Valencia Residential Development, being Unit 1, Unit 2, and Unit 3.

Trailer court, mobile home park, camp grounds, pawn shop, junk yard, scrap metal yard, any form of gambling, mortuary, waste material business, any dumping, storage or sale of junk, storage of toxic waste material, automotive and motorcycle sales or repairs (other than single vehicle sales and repairs of vehicle by Residents conducted inside of the Resident's garage or driveway), automobile wrecking yard, laundry services, drycleaners, residential treatment center, transitional housing, multi-family housing, animal production, stockyard, the outside boarding of pets (other than the permitted number of pets owned by the occupant of the house) or other animals, keeping of horses, cattle, pigs or sheep, emergency shelter, off premises signage, any activity or use that is not permitted in a single family residential development under applicable governmental ordinances, codes, and regulations then in effect, any activity that

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constitutes a nuisance under applicable governmental ordinances, codes and regulations or common law.

No portion of the property or any building or other improvement situated on the Villa Valencia Residential Development, being Unit 1, Unit 2, and Unit 3 shall be used for commercial, industrial, or manufacturing purposes. This shall not be interpreted as prohibiting home uses that are permitted under the applicable governmental ordinances, codes, and regulations.

Homeowners with violations identified by the property management company (Dana Properties) will be subjected to the in writing warnings of the violations and then proceeded with incurring fines for such violations.

**4). Garages/Parking**

Each single-family residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles, unless otherwise specifically approved by the ARC. Carports are not allowed under any circumstances (not to be mistaken as "Sun Shade Canopy" structures that are defined as not being a carport attached or detached from the residential structure; constructed of removable metal structure that is properly anchored into the improved or unimproved driveway surface area; canopy structure will be affixed by a metal frame with canopy fabric material affixed and secured with wire rope style attachment assembly; fabric material being of a breathable mesh type nylon material in accordance with approved neutral colors that complement the approved residential neutral color schematic).

Each Owner, Resident and Member shall park all vehicle in their garage, on their driveway, or on the street immediately abutting their property.

Under no circumstances or conditions shall any automobile or other vehicle be parked on a non-paved portion of any Lot or in the front yard area of any Lot.

Oversized lots with extended side yards may construct an additional driveway that can be utilized as an authorized driveway/paved area. This addition however requires explicit approval in writing by the homeowner and adjoining neighbor. The Request must then be processed through the Villa Valencia Homeowners Association Architectural Review Committee for final approval to prevent a nuisance for the homeowner and adjoining neighbor.

Homeowners with violations identified by the property management company (Dana Properties) will be subjected to the in writing warnings of the violations and then proceeded with incurring fines for such violations.

**5). Exterior Front Yard Ornamentation**

All non-holiday front yard ornamentation such as statuettes, signs, figurines, decorations, etc. shall not detract from the overall uniform appearance of the neighborhood. Holiday front yard decorations and house lighting are permissible, however must not be placed earlier than 45 days prior to the specific holiday and should be removed no later than 45 days after the specific holiday.

Homeowners with violations identified by the property management company (Dana Properties) will be subjected to the in writing warnings of the violations and then proceeded with incurring fines for such violations.



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**6). Other Front Yard; Basketball Goal Post and Other Items**

Permanently installed goal post or other items identified in the bulletin are not permitted. Moveable basketball goal post, when not in use, must be removed from the front of the property to an area that does not detract from an orderly appearance as viewed from the front of the property. Permanently installed basketball goal post must be removed one (1) year as of the date of this revision, or upon the transfer of property ownership to another party, whichever happens first.

Homeowners with violations identified by the property management company (Dana Properties) will be subjected to the in writing warnings of the violations and then proceeded with incurring fines for such violations.

This action is enacted effective immediately as per the Bylaws of Villa Valencia Homeowners Association, Inc. under Article IV, Section 16. "Powers, Subsection F."

Modifications, except as expressly amended herein, all provisions of the Covenants are hereby ratified and continue in full force and effect.

The restrictions on use herein contained shall be cumulative of, and in addition to, such restrictions on usage as may from time to time be applicable under any pursuant to the statutes, rules, regulations and ordinances of the City of Sunland Park, New Mexico, Dona Ana County, or any other governmental authority having jurisdiction over the subdivision.

**7). Garage Sale and Garage Sale Signage**

Homeowners are allowed up to three signs to be posted throughout the community, plus one sign on the residential lot where the sale is taking place. Signs must be erected at least 24 hours before the sale and removed within 48 hours of the sale ending.

Garage Sale signage must not be affix to any structure to include wooden street light poles, community mailboxes or street traffic control signage metal poles with the use of any permanent mounting items to include screws, nails, or adhesives.

The use of tape to affix the garage sale sign is permissible and must be completely removed within 48 hours along with the garage sale signage upon completion of the garage sale.

Homeowners with violations identified by the property management company (Dana Properties) will be subjected to the in writing warnings of the violations and then proceeded with incurring fines for such violations.

**8). Penalties and Fines for Violations of Paragraphs 1-7**

8.1 1st offense: 20-day warning letter

8.2 2nd offense: 10-day warning letter; possible fine

8.3 3rd offense: Minimum fine of \$50.00 per month

8.4 4th and more: Enforcement in Accordance with the determination of the Board of Directors

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The list above is not intended to be all-inclusive. Additions may be made as required. Fines etc. may vary and may increase depending upon the circumstances. Fines etc. may be at the discretion of the Board of Directors; the amounts shall be predicated upon the severity of the violation and may include legal action. A clerical fee may also be assessed in addition to the fine for processing the violation notice.

All legal fees or costs incurred by the Association to enforce violations or collect fines will be the responsibility of the homeowner.

Failure to pay the fines in the time as set forth herein may result in the filing of appropriate legal action.

**9). New Construction**

Rules indicated below apply to builders and property owners. While it is understood that subcontractors may be independent, they are paid and do the work for the builder and property owners. The builder/property owner is responsible for all actions of the subcontractors. Ultimately the owner is responsible for builder's actions. Non adherence to these regulations may be subject to ceasing construction and fines.

As per the City of Sunland Park requirements, no construction or material delivery should be done on lot until city has issued a building permit for that property.

Builder is responsible for keeping construction site free of garbage daily and streets scraped clear of any mud accumulation during construction. No storage of any excavation of soil on streets is allowed. Construction trash should be confined, maintained on property, and not permitted to overflow or be blown to other properties. If it is blown to other homes, builder is responsible for cleanup. No dumping of any kind, including cement truck cleanup, is allowed on any other empty lots, and builder will be responsible for cleanup of such dumping. Violators will be responsible for clean-up of any reports indicated above within 48-hours after notice. If clean-up is not done after 48-hours, violators will be responsible for reimbursing the association for any cleanup costs incurred and are subject to fines.

Portable bathrooms should always be located on property (not street) and be tied down to avoid being tipped over by wind.

Noise should be controlled to a minimum level, in particular, loud music. Music should not be played before 9am.

Construction hours and days: Monday-Friday 7:00am- 6:00pm. This includes any deliveries, i.e. dirt, cement, etc. and entry by subcontractors before 7 a.m. No construction on any Federal Holiday. Violators are subject to notice and fines for each documented incident.

Completion of new construction must occur within twelve (12) months of beginning of build.

Any builder during "initial" construction is allowed one professional sign which should be placed only on property not street. Sign should be removed upon completion of house whether it is occupied or not.

***Villa Valencia Homeowners Association Inc.***

No temporary structure of any kind shall be erected or placed on the lot.

**10). Penalties and Fines for Violations of Paragraph 9**

10.1 1st offense: 10-day warning letter

10.2 2nd offense: Minimum fine of \$250

10.3 3rd offense: Minimum fine of \$500

10.4 4th and more: Minimum fine of \$1000

The list above is not intended to be all-inclusive. Additions may be made as required. Fines etc. may vary and may increase depending upon the circumstances.

Fines etc. may be at the discretion of the Board of Directors; the amounts shall be predicated upon the severity of the violation and may include legal action. A clerical fee may also be assessed in addition to the fine for processing the violation notice.

All legal fees or costs incurred by the Association to enforce violations or collect fines will be the responsibility of the homeowner.

Failure to pay the fines in the time as set forth herein may result in the filing of appropriate legal action.

The regulations herein stated are subject to additions, modifications and amendments by the Association's Board of Directors, and any consent or approval given or required under these rules and regulations may be added to, amended, or replaced at any time by a resolution of the Board of Directors.

FAILURE TO COMPLY WITH THE RULES IN THIS SECTION, THE CC&RS, OR ANY OTHER GOVERNING DOCUMENT OF THE VILLA VALENCIA HOMEOWNERS ASSOCIATION WILL SUBJECT THE HOMEOWNER TO A FINE OF AT LEAST \$50.00 FOR EACH MONTH OF NON-COMPLIANCE OR AS STIPULATED IN PARAGRAPH 10 REGARDING NEW CONSTRUCTION.

THESE RULES AND REGULATIONS LISTED WILL NOT TAKE PRECEDENCE OVER FEDERAL, STATE, AND LOCAL LAWS. MODIFICATIONS TO THESE RULES AND REGULATIONS CAN BE MODIFIED AS PER CHANGES OR ENACTMENTS OF LOCAL ORDINANCES, AS PRESCRIBED BY THE STATE OF NEW MEXICO, DONA ANA COUNTY, OR THE CITY OF SUNLAND PARK, NEW MEXICO.

These rules and regulations, penalties and fines, have been finalized and approved on the 19<sup>th</sup> day of April 2025 by the Villa Valencia Board of Directors.

**Villa Valencia Homeowners Association Inc.**

IN WITNESS WHEREOF, the undersigned, being the Declarant(s) have executed these Rules and Regulations for the Villa Valencia Residential Development being Unit 1, Unit 2, and Unit 3 to be effective this 19 day of April, 2025

Villa Valencia Homeowners Association Inc.

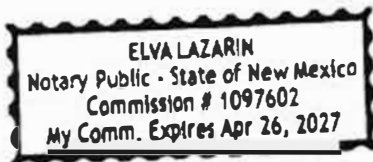
Raul T. Telles Jr.  
President / Board of Directors

BY: 

THE STATE OF NEW MEXICO  
COUNTY OF DONA ANA

This instrument was acknowledged before me on the 19 day of April, 2025 by Raul Telles Jr. of the Villa Valencia Homeowners Association Incorporated on behalf of said association.

SEAL:



  
NOTARY PUBLIC, STATE OF NEW MEXICO



***Villa Valencia Homeowners Association Inc.***

**MEMORANDUM FOR The Villa Valencia Homeowners Association Inc.**

**SUBJECT: Amendments to the Declaration of Covenants, Conditions and Restrictions for each portion of the Villa Valencia Residential Development, being Unit 1, Unit 2, and Unit 3.**

This action was approved and signed by the Villa Valencia Board of Directors on this 19<sup>th</sup> day of April, 2025.

**Villa Valencia Board of Directors**

  
Raul T. Telles Jr.  
President

  
Allen Goodman  
Vice President

  
Jorge Sustaita Jr.  
Architectural Review Committee Chairman

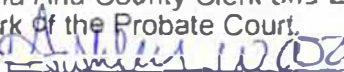
**THE STATE OF NEW MEXICO  
COUNTY OF DONA ANA**

This instrument was acknowledged before me on the 19 day of April, 2025 by the Board of Directors of the Villa Valencia Homeowners Association Incorporated on behalf of said association.

SEAL:

  
NOTARY PUBLIC, STATE OF NEW MEXICO



ATTEST: 4/25/2025  
A True Copy of this Original  
Instrument filled in Compliance with  
the Laws of the State of New Mexico.  
Anianda Lopez Askin  
Doña Ana County Clerk and Ex-Officio  
Clerk of the Probate Court.  
BY:  Deputy

