

**BYLAWS OF
MESILLA ACRES ESTATES
HOMEOWNERS ASSOCIATION, INC.**

GENERAL

Mesilla Acres Estates Homeowners Association, Inc. is the “Association” described within the Declaration of Covenants, Conditions and Restrictions (the “Declaration”) pertaining to Lots 2-22, MESILLA ACRES ESTATES, Doña Ana County, New Mexico, as the same is shown and designated on the plat of said Mesilla Acres Estates filed in the Office of the County Clerk of Doña Ana County, New Mexico on February 28, 2007, in Plat Book 22, Folio 138-40. For convenience, several of the provisions of the Declaration will be repeated or summarized within these Bylaws. The remaining terms and provisions of these Bylaws are intended to complement and supplement the Declaration. In the event of any conflict or ambiguity between the Declaration and these Bylaws and unless otherwise required by the law, the terms and conditions of the Declaration shall control and govern.

**ARTICLE I
CONCEPTS AND DEFINITIONS**

Section 1. Name. The name of the Association shall be Mesilla Acres Estates Homeowners Association, Inc. (herein referred to as the “Association”).

Section 2. Definitions. Certain words used in these Bylaws shall have the same meaning as set forth in the Declaration, some of which are set forth below either in their entirety or in an abridged format:

“Amended Declaration” shall mean and refer to each and every instrument recorded in the County Clerk’s Records of Doña Ana County, New Mexico which amends, supplements, modifies, clarifies or restates some or all of the terms and provisions of the original Declaration.

“Annual Assessment” shall have the meaning specified in Article V of the Declaration.

“Architectural Review Committee” (sometimes referred to herein as the “ARC”) shall mean and refer to that particular committee which is described and explained within Article VIII of the Declaration.

“Assessable Property” shall mean and refer to each and every Lot, parcel and tract within the entire Properties which: (i) the Declarant has subjected to and imposed upon a set of restrictive covenants calling for, *inter alia*, the payment of an Annual Assessment to the Association; (ii) may have been or will be given a separately identifiable tax or parcel number; (iii) is not designated a portion of the Common Properties. The Declarant proposes to cause each residential Lot within the Properties to constitute an Assessable Property.

“**Association**” shall mean and refer to the Mesilla Acres Estates Homeowners Association, Inc., a non-profit New Mexico corporation.

“**Board**” shall mean and refer to the Board of Directors of the Association.

“**Bylaws**” shall mean and refer to the Bylaws of the Association, as adapted and amended from time to time in accordance with the provisions of the New Mexico Non-Profit Corporation Act and the Declaration.

“**Common Properties**” shall mean and refer to any and all areas of land within the Properties which are known, described or designated as common areas, private streets, gate house and gate apparatus, perimeter fences and columns, landscape easements, including without limitation those shown on any recorded subdivision plat of portions of the Properties, if any, together with all improvements that are now or that may hereafter be constructed thereon. The Declarant reserves the right to use, during the Development Period, portions of the Common Properties for business matters directly and indirectly related to Mesilla Acres Estates subdivision. Declarant shall convey record title to some or all of the Common Properties to the Association if, as and when deemed appropriate by Declarant or as may be required by governmental officials, and Declarant shall at all times have and retain the right to effect minor redesigns or minor reconfigurations of the Common Properties.

“**Covenants**” shall mean and refer to all covenants, conditions, restrictions, easements, charges and liens set forth within the Declaration.

“**Declarant**” shall mean and refer to View Point Acreage, L.L.C., a Texas limited liability company, and any or a successor(s) and assign(s) of View Point Acreage, L.L.C. However, no person or entity merely purchasing one or more Lots from View Point Acreage, L.L.C., in the ordinary course of business shall be considered a “Declarant”.

“**Declaration**” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Mesilla Acres Estates, a subdivision in Doña Ana County, New Mexico, together with any and all amendments or supplements hereto.

“**Deed**” shall mean and refer to any deed, assignment, testamentary bequest, muniment of title or other instrument, or intestate inheritance and succession, conveying or transferring fee simple title or a leasehold interest or another legally recognized estate in a Lot.

“**Development Period**” shall mean a period commencing on the date of the recording of the Declaration in the public real estate records of Doña Ana County, New Mexico and continuing thereafter until and ending the earlier to occur of: (i) substantial completion of all development within the Properties, as determined by the Declarant, and sale of all Lots by the Declarant; or (ii) the tenth (10th) anniversary of the date of recordation of the Declaration in the County Clerk’s Records of Doña Ana County, New Mexico or (iii) Declarant’s recordation in the real property records of Doña Ana County, New Mexico of an instrument specifying the end of the Development Period at such earlier date than otherwise established by (ii), in Declarant’s sole and absolute discretion.

“Dwelling Unit” shall mean and refer to any building or portion of a building situated upon the Properties which is designed and intended for use and occupancy as a residence by a single person, a couple, a family or a permitted family size group of persons.

“Improvement” shall mean any physical change to raw land or to an existing structure which alters the physical appearance, characteristics or properties of the land or structure, including but not limited to adding or removing square footage area space to or from a structure, painting or repainting a structure, or in any way altering the size, shape or physical appearance of any land or structure. Each residence structure shall contain not less than three thousand (3,000) square feet of livable space, excluding garages, basements, storage areas and covered porches as explained in Exhibit “A” Design Guidelines (1f) of the Declaration.

“Lot” shall be limited to Lots 2-22, Mesilla Acres Estates, and shall mean and refer to each separately identifiable portion of the Assessable Property which is platted, filed and recorded in the office of the County Clerk of Doña Ana County, New Mexico and which is assessed by any one or more of the Taxing Authorities and which is not intended to be an “open space” or a portion of the Common Properties.

“Management Agent” The Board of Directors may employ for the Association a professional management agent(s) or executive manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Management Agent shall provide the Board and the officers with reasonable reports, prepared not less than once a month, concerning the affairs of the Association.

“Member” shall mean and refer to each Owner who is in good standing with the Association and who has filed a proper statement of registration with the Association and who has complied with all directives and requirements of the Association. Each and every Owner shall and must take such affirmative steps as are necessary to become and remain a Member of, and in good standing in, the Association.

“Owner” shall mean and refer to the holder(s) of record title to the fee simple interest of any Lot whether or not such holder(s) actually reside(s) on any part of the Lot.

“Properties” shall mean and refer to: (i) the twenty-one Lots described in the Declaration Preamble and First Amendment to the Declaration; and (ii) the other land within the Subdivision, including but not limited to the Common Properties.

“Subdivision” shall mean and refer to Lots 2-22 and the Common Properties in Mesilla Acres Estates, Doña Ana County, New Mexico, as the same is shown and designated on the plat of said Mesilla Acres Estates filed in the Office of the County Clerk of Doña Ana County, New Mexico in Plat Book 22, Folio 138-40, as well as any and all revisions, modifications, corrections, or clarifications thereto.

ARTICLE II

MEMBERS: MEETINGS, QUORUM, VOTING, PROXIES

Section 1. Membership. Each and every Owner of each and every Lot within the Subdivision shall automatically be, and must at all times remain, a Member of the Association in good standing.

Section 2. Voting Rights. The Owner(s) of each Lot in good standing shall be entitled to one (1) vote per Lot. An Owner not in good standing shall not be eligible to vote. Where more than one (1) Owner owns and holds a record fee interest in a Lot such Owner(s) may divide and cast portions of the one (1) vote as they decide, but in no event shall any one (1) Lot yield more than one (1) vote. Any Owner shall not be in "good standing" if such person or entity is: (a) in violation of any portion of the Covenants, the Design Guidelines, or any rule or regulation promulgated by the Board; or (b) delinquent in the full, complete and timely payment of any Annual Assessment, special assessment, or any other fee, charge or fine which is levied, payable or collectible pursuant to the provisions of the Declaration, these Bylaws or any rule or regulation promulgated by the Board.

The Board may make such rules and regulations, consistent with the terms of the Declaration and these Bylaws, as it deems advisable, for: any meeting of Members; proof of membership in the Association; the status of good standing; evidence of right to vote; the appointment and duties of examiners and inspectors of votes; the procedures for actual voting in person or by proxy; registration of Members for voting purposes; and such other matters concerning the conduct of meetings and voting as the Board shall deem fit.

Section 3. Annual Meetings. The first annual meeting of the Members, whether a regular or special meeting, shall be held on or about one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur within forty-five (45) days after the close of the Association's fiscal year. Subsequent regular annual meetings of the Members shall be held within forty-five (45) days of the same day of the same month of each year thereafter, at a specific date and hour set by the Board.

Section 4. Special Meeting. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by two members of the Board of Directors, or upon a petition signed by at least twenty percent (20%) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written notice of each annual or special meeting of the Association shall be given by a member of the Board or Management Agent, stating the purpose, as well as the time and place where it is to be held at least fifteen (15) days before the meeting. Such notice shall be distributed via written or electronic correspondence.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either

in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

Section 7. Voting. The voting rights of the Members shall be as set forth in the Declaration and Section 2 of Article II above.

Section 8. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. All proxies shall be revocable and shall automatically cease upon loss of good standing by any such Member or upon conveyance by the Member of his Lot.

Section 9. Majority. As used in these Bylaws, the term majority shall mean those votes totaling more than fifty (50%) per cent of the total number of votes cast by voting Members in good standing attending any meeting (or represented by proxy) of the Association.

Section 10. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of sixty percent (60%) of the Members shall constitute a quorum at all meetings of the Association.

ARTICLE III BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE, POWERS, DUTIES, MEETINGS

Section 1. Governing Body; Composition. The affairs of the Association shall be managed by a Board of 5 individuals, who must be Members of the Association. No two (2) or more people living on the same Lot can serve as members of the Board of Directors at the same time. This includes but not limited to co-owners, domestic partners, husband and wife, etc. who jointly own a Lot in Mesilla Acres Estates.

Section 2. Election and Term of Office. The election process shall occur at the annual meeting of the Members, in accordance with any reasonable procedure approved by the Board. Directors shall be elected for two (2) year terms of office and shall serve until their respective successors are elected and qualified. Any vacancy which occurs in the Board, by reason of death, resignation, removal, or otherwise, may be filled at a meeting of the Board by the affirmative vote of a majority of the remaining members of the board. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose position he or she was elected to fill.

Section 3. Removal of Directors. At any regular or special meeting or special voting process (in lieu of a meeting) of the Association duly called, where the bona-fide signatures of at least 20% of the Members appear on an appropriate petition, any one or more of the Directors may be removed by a majority vote of those Members voting in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the Members shall be given at least five (5) days' notice of the calling of the meeting or the special voting process (in lieu of a meeting) and the purpose thereof and shall be given an opportunity to be heard at the meeting or to communicate his position in connection with the special voting process in lieu of a meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than sixty (60) days, may be removed by a majority vote of the remaining Directors at a regular or special Board meeting. In the event of death or resignation of a Director, his or her successor shall be a Member selected by a majority of the remaining Members of the Board and shall serve for the unexpired term of the predecessor.

Section 4. Voting Procedure for Directors. At each election, the Members or their proxies may cast, with respect to each such director position, as many votes as they are entitled to exercise under the provisions of the Declaration. The person(s) receiving the largest number of votes (which may be a plurality and not a majority) shall be elected.

Section 5. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each Fiscal Year with at least one (1) meeting per quarter. Notice of the time and place of the meeting shall be distributed via written or electronic correspondence.

Section 6. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President, or by any two (2) Directors, with a minimum of 3 days' notice. Notification of the time and place of the meeting shall be distributed via written or electronic correspondence.

Section 7. Quorum of Board of Directors. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 8. Compensation. No Director shall receive any compensation from the Association for acting as such.

Section 9. Conduct of Meetings. The President (or, in the President's absence, a Vice-President), shall preside over all meetings of the Board of Directors, and the Secretary or an Assistant Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 10. Open Meetings. All meetings of the Board (excluding workshop meetings and meetings to discuss personnel, litigation and other similar confidential matters) shall to the extent possible be open to all Members, but Members other than Directors may not participate in any discussion or deliberation except as follows in accordance with a format approved by the Directors from time to time:

- (a) the Directors shall publish a meeting agenda and permit Members a reasonable opportunity to express their opinions concerning such agenda matters prior to taking any formal action; and
- (b) the Directors shall allow an “open” or “new business” portion of the meeting in which any Member can express his/her opinion concerning any new or previously non-discussed matter.

The Directors shall at all times have the right to reasonably limit the number of speakers, the time limit for each presentation and speaker, and to adopt other rules of efficiency and decorum.

Section 11. Executive Session and Workshops. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and other business of a similar confidential nature. The nature of any and all business to be considered in executive session shall first be announced in open session. The Board may also attend “workshop” meetings or sessions to discuss long-range concepts, receive educational assistance and training and the like, provided no official action of any sort is taken.

Section 12. Action Without a Formal Meeting. The Board of Directors may take action without a formal meeting if the action is agreed to by a majority of the Board. The action will be documented in writing or electronic format.

Section 13. Powers and Duties. The Board of Directors shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association’s affairs as is described and explained within Article VI of the Declaration.

The Board shall have the following additional rights, powers and duties:

- (a) suspend the voting rights and right to use of the Common Areas and facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association;
- (b) declare the office of a Member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (c) employ for the Association a professional Management Agent(s) or executive manager to perform such duties and services as the Board of Directors shall authorize;

- (d) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by the vote of the Members who are entitled to vote;
- (e) supervise all officers, agents and employees of this Association, and to see that the duties are properly performed.

ARTICLE IV OFFICERS AND COMMITTEES

Section 1. Officers. The officers of the Association shall be President, Vice President, Secretary, Treasurer and Board Member-at-Large.

Section 2. Election. Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the affirmative vote on a majority of the Board of Directors whenever in their judgement the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices.

The duties of the officers are as follows:

- (a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall cosign all checks and promissory notes.
- (b) The Vice-President shall act in the place and stand in for the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the board.
- (c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their mailing addresses, email addresses, and other contact information.

- (d) The Treasurer shall have primary responsibility for the preparation of the annual budget; shall oversee the collection of assessments, bank deposits, payment of invoices; keep proper books of account; prepare a statement of income and expenditures to be presented to the membership at its regular annual meeting and provide a copy of each to the members. The Treasurer may delegate all or part of the preparation and notification duties to a Management Agent as agreed to by the Board of Directors.

Section 5. Agreements, Contracts, Deeds, Leases, Checks. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by the President and Treasurer.

Section 6. Committees. The Board of Directors shall appoint committees as deemed appropriate for the betterment of the Association. Committees shall operate in accordance with the terms adopted by the Board.

Section 7. Architectural Review Committee (“ARC”). The ARC is authorized and empowered to consider and review any and all aspects of construction, location, and landscaping. The ARC is described and explained within Article VIII of the Declaration. ARC members, each generally familiar with residential and community design matters, shall be appointed, and replaced in the event of death, incapacity or resignation, by the Board of Directors.

ARTICLE V ASSESSMENTS

Section 1. Assessments. Each Member is obligated to pay to the Association One Thousand Two Hundred Dollars (\$1,200) per Lot per year. All quarterly payments are due on the 1st of the months of January, April, July and October. As explained and described in Article V of the Declaration, in addition to the regular Annual Assessment, the Association may levy in any Fiscal Year a special assessment, applicable to that year only. Annual and special assessments are secured by a self-executing and continuing contract Payment and Performance Lien upon the Lot. The Association’s Board of Directors may fix the actual regular base assessment from time to time. The Board of Directors may be permitted to increase the maximum Annual Assessment without a vote of the Members.

If any assessment, charge or fine or any part thereof is not paid on the date(s) when due, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12 %) per annum, and the Association may bring an action at law against the Owner personally obliged to pay the same or foreclose the lien against the Lot, and interest, costs and reasonable attorney’s fees of any such action shall be added to the amount of such assessment.

Section 2. Delinquent Accounts. In accordance with the Declaration and these Bylaws, the Association shall address delinquent accounts as indicated below:

30 Days (1 Month) Past Due - Demand Letter 1st Notice

60 Days (2 Months) Past Due - Demand Letter 2nd Notice

90 Days (3 Months) Past Due - Delinquency reported to Credit Bureaus

150 Days (5 Months) Past Due - Notice of Intent to file a lien on property in 30 days

180 Days (6 Months) Past Due - A lien affidavit against the property will be prepared and filed in the public records of Doña Ana County, New Mexico.

ARTICLE VI MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order shall govern the conduct of the Association proceedings when not in conflict with New Mexico law, the Articles of Incorporation, the Declaration, or these Bylaws.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of New Mexico law, the Articles of Incorporation, the Declaration, and these Bylaws, then the provisions of New Mexico law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

Section 4. Books and Records.

(a) **Inspection by Members.** The Association shall have current copies of the Declaration, Articles of Incorporation, Bylaws, rules and regulations, books of account, records and financial statements available for inspection and copying by any Member of the Association or by his or her duly appointed representative within 10 business days of the request and for a proper purpose reasonably related to his or her interest as a Member at the office of the Management Agent or at such other place as the Board shall prescribe.

(b) **Rules for Inspection.** The Board may establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (ii) hours and days of the week when such an inspection may be made;
- (iii) payment (or prepayment) of the cost of reproducing copies of documents requested by a Member; and

(iv) maintenance of confidentiality with respect to records.

(c) **Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make reasonable extracts and copies of documents at the expense of the Association.

Section 5. Amendments. The Board of Directors has the power and authority to amend or repeal these Bylaws, or to adopt new ones. Amendments are explained and described in Article XII and XIII of the Declaration.

We, the undersigned, being all the existing Directors of the Association, do hereby certify that we hereby assent to the foregoing Bylaws and hereby adopt the same as the Bylaws of said Association.

IN WITNESS WHEREOF, we, being all of the Directors of the Mesilla Acres Estates Homeowners Association, Inc., have hereunto subscribed our names as of the 3rd day of May, 2023.



Travis Gutierrez



Will R. Glaspy



Michelle Hampton



Lisa Barnhill



Reggie Speer

STATE OF NEW MEXICO, COUNTY OF DOÑA ANA

The forgoing instrument was acknowledged before me
this 3rd day of May 2023 by Will R. Glaspy, Reggie Speer, Lisa Barnhill, Michelle Hampton
of Mesilla Acres Estates Homeowners Association, Inc., a New Mexico corporation, on
behalf of said corporation.

My commission expires:

Notary Public in and for The State of New Mexico

8-22-2026

Aisha S. Stewart

