**RECORDING REQUESTED BY,**
**AND WHEN RECORDED RETURN TO:**

Deer Canyon Preserve Homeowners' Association
c/o Jill Assad
PO Box 721
Mountainair, NM 87036

Space above this line for
use by County Clerk

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**POLICES AND PROCEDURES AS OF SEPTEMBER 9, 2024**

**OF**

**DEER CANYON HOMEOWNERS' ASSOCIATION**
(A New Mexico Nonprofit Corporation)

**TORRANCE COUNTY, NEW MEXICO**

[COVER SHEET ONLY, REMAINDER OF-PAGE INTENTIONALLY LEFT BLANK]

## LEGAL DESCRIPTION OF PROPERTY

That certain real property located in Torrance County, New Mexico, as follows:

All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase I as recorded in the office of the Clerk of Torrance County, New Mexico on October 1, 2002 at Plat Record E1, Page 136, Reception 2024754, as amended by those amended plats recorded December 2, 2002 at Plat Record El, Page 144, Reception No. 2025848, and October 5, 2005 at Plat Record El, Page 304; and

All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase II as recorded in the office of the Clerk of Torrance County, New Mexico on May 15, 2006 at Plat Record E, Page 351, Reception 2062243, TOGETHER WITH those parcels identified as "Open Space No. I," "Open Space No. 2," "Open Space No. 7," and "Ruin," and all roadways described by courses and distances on the Phase II Plat, including all amendments thereto; and

All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase III as recorded in the office of the Clerk of Torrance County, New Mexico on August 22, 2007 at Plat Record F, page 48, Reception 2073853, TOGETHER WITH all roadways described by courses and distances on such plat, including all amendments thereto;

Meaning to incorporate any and all property in the Planned Area Development known as "Deer Canyon Preserve" in Torrance County, New Mexico.

# DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION
## Policy A - Assessments, Collections and Enforcement

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**
**POLICIES AND PROCEDURES AS OF SEPTEMBER 9, 2024**

WHEREAS, the Deer Canyon Homeowners' Association Inc. ("Association") has authority pursuant to Article I of the By-Laws of Deer Canyon Preserve Homeowners Association and Section 9B of the Covenants and Grant of Easements for Deer Canyon Preserve (the "Covenants") "to have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, rules, regulations, standards, liens or charges now or thereafter imposed under the provisions of the Declaration";

WHEREAS, the Board of Directors of the Association ("Board") finds there is a need to: (i) set forth in writing those policies and procedures that have been developed over time by this and previous Boards of Directors; and (ii) establish certain other policies and procedures for the interpretation and enforcement of the Covenants.

NOW THEREFORE, IT IS RESOLVED that the following policies and procedures are established for the interpretation and enforcement of the Covenants. The following policies and procedures are collectively referred to herein as "Policies."

1. Policies: The following is a listing of the Policies in force as of the date hereof:

   A. Assessments, Collections and Enforcement

   B. Driveway Maintenance and Water Runoff Control

   C. Maintenance of Owner's Current Contact Information

   D. Building, Improving and Other Modifications of Homesteads

   E. Building Envelope Lockdown Agreement Adjustment

   F. Covenant Enforcement by the Board (Note: includes the assessment of penalties that are not specifically addressed in the covenants.)

   G. Abridged Covenant Enforcement Procedure by Owner Against Another Owner

   H. Use by Owners of Preserve Center Clubhouse and Equestrian Center

   I. Storage of Trailers, Campers and Recreational Vehicles on a Homestead

   J. Gate Codes and Gate Fobs

   K. The Burning of Slash, Tumbleweeds and other Vegetation

   L. Driving on driveways having weeds; camping on your property w/ fires, no firepits, etc.

   M. Deer Canyon Trail - South Emergency Exit Access to Phase III

   N. Operation of Chainsaws in Drought Conditions

   O. Weed Control/Mowing Outside Designated Building Envelope

2. Any notice or information that is to be provided in writing by the Board to any owner under any Policy shall be sent to such owner by either U.S. Mail or email or both, at the election of the Board.

3. Defined terms in one Policy shall apply to all other Policies. All terms not otherwise defined in the Policies shall have the meaning as set forth in the Consolidated Declaration of Protective Covenants and Grant of Easements for Deer Canyon Preserve, Torrance County, New Mexico dated as of October 14, 2019.

4. The Board may, from time to time and at its sole discretion, amend, delete or add to the foregoing Policies ("Changes") with such Changes being enforced on a prospective basis and upon notice to all Owners. For purposes of these Policies and any Changes thereto, notice shall be sufficient when any such Changes are posted to the Deer Canyon Preserve HOA website (www.dcphoa.org).

This is to certify that the foregoing Deer Canyon Preserve Homeowners' Association Policies and Procedures as are described above and in the exhibits attached hereto and made a part hereof all as are attached hereto have been adopted by a majority vote of the Board of Directors at its meeting duly called and held on September 9, 2024 and shall be effective immediately.

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**By:** _____
**Jill Assad, President**

**By:** _____
**Mary Ortner, Secretary**

**STATE OF NEW MEXICO )**
**COUNTY OF Torrance ) ss.**

**The foregoing Policies And Procedures As Of September 9, 2024 was acknowledged before me on this 14th day of January, 2025, by Jill Assad, President of Deer Canyon Preserve Homeowners' Association.**

**My Commission Expires:** 9/8/2028.

PAULA SHERMAN
Notary Public
State of New Mexico
Comm. # 1130518
My Comm. Exp. Sep 8, 2028

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**Policy A - Assessments, Collections and Enforcement**

Purpose: The purpose of this policy is to set forth the process and circumstances regarding the issuance of Assessments by the Board, payment terms and enforcement against Owners for non-payment.

Policy:

Annual Assessments: Annual Assessments are due and payable on or before January 1 of the year to which the assessment pertains unless otherwise extended by the Board and will be considered late if not paid prior to January 31 of that year.

All payments of assessments are to be made to the Management Firm and may be made by personal checks, credit card and automated bank transfers. See https://app.townsq.io/. Credit card payments are subject to a fee equal to the expense that the Management Firm incurs to process such credit card charge. All payments made by personal check should include the payment stub from the invoice and have the Owner's account number printed on the check. Any delay in processing a personal check for payment due to the Owner's failing to include the account number on the check or payment stub may result in Late Fees being assessed.

Owners are encouraged to establish an online account with the Management Firm's on-line system (https://app.townsg.io/). First time users will need to have their account number (can be found on a Management Firm invoice or by calling the Management Firm). Once an account is established, an Owner can view his/her account balance and pay any assessments by credit card.

Other Assessments: Payment of Other Assessments is due within 30 days of the date of the written notice advising the Owner that an Assessment has been imposed and is subject to the same actions as failure to pay the Annual Assessment.

Installment Payments: Owners are permitted to elect to remit their annual assessment in two equal installments with the first payment due on or before January 1 of the year to which the assessment pertains and the second installment shall be due on or before July 1 of that same year. Any Owner wishing to elect the installment payment option must contact the Management Firm prior to the due date of the first installment and advise them of such election. Thereafter, the election shall be deemed made for all years thereafter or until revoked by the Owner or the Board determines, in its sole discretion, to eliminate the installment payment option for all Owners. If an Owner fails to timely notify the Management Firm of the election, then such election will be denied until the following year.

Definitions:

"Assessments" are any charges levied by the Board against an Owner including, but not limited to annual assessments, special or capital assessments, and fines, levies, interest, collection fees, legal fees and the like related to the ownership and use of the Homestead.

"Other Assessments" include any other assessment made by the Board against an Owner in accordance with the Polices, including but not limited to fines, penalties and charges to reimburse the Association for damages or costs incurred by the Association resulting from the actions or inactions of the Owner under these Policies.

Violations:

Late Fees: A late fee of $25.00 as well as interest at the rate of 1.5% per month will be assessed on any Assessment that Is not received on or before the due date and such interest will continue to accrue until payment for such Assessment is received. All annual assessments are payable on January 1st of each year and will be deemed delinquent if not paid by January 31st of that same year regardless of whether an Owner receives the Invoice from the Management Firm. Waiver of late fees. interest and penalties will not be granted if an invoice is not timely received by the owner.

Unpaid Assessments: For those Assessments that are ninety (90) days or more in arrears, a demand letter will be issued by the Management Firm to the delinquent Owner, the cost of which will be charged to the delinquent Owner's account.

If an Assessment is 120 days or more in arrears, the Management Firm will file a Notice of Lien in the Torrance County Clerk's Office, send a copy of the Notice to the delinquent owner, and if applicable, provide a notice of delinquency to the Owner's first mortgagee. All costs associated with the lien processing will be included in the lien filing and will be charged to the delinquent Owner's account. The lien will not be released until the account is paid in full, including all collection costs.

Further Remedies If the assessment remains unpaid and delinquent for at least 2 years or the delinquent amount equals or exceeds the amount of $4,000 the Association will decide, on a case-by-case basis to pursue one, any or all of the following remedies:

- Bring an action for a money judgement against the delinquent owner and then pursue all collection actions permitted by law to satisfy the money judgement including garnishment and attachment of other assets of the delinquent owner.
- Foreclose the Association's lien against the Homestead.
- In the event the total unpaid Assessments for any resident owner exceeds $1,000, the Association may suspend the rights of the owner and his invitees from using Association common areas and facilities. In the event the total unpaid Assessments for any owner who has not improved his lot exceeds $1,000, the Association may suspend the rights of the Owner and his invitees to enter upon or use any and all Association property until the arrearages are resolved.
- Take any other actions permitted by law.
- Report the delinquency to the applicable credit reporting agencies.

In the event any of the foregoing actions are taken by the Board, the owner shall be obligated to pay the Association, in addition to the Assessment due, all late fees and any Interest thereon, collection costs, filing fees and all reasonable attorney's fees and necessary costs incurred by the Association in enforcing its rights and taking such action. Accounts sent to a collection agency may be reported on the Owner's credit history. No Owner may waive or otherwise escape liability for any Assessment by abandonment of the Homestead.

Payment Plan. Any owner who is unable to pay assessments will be entitled to make a written request for a payment plan to be considered by the Board of Directors. An owner may also request to meet with the Board in executive session to discuss a payment plan. The Board will consider payment plan requests on a case-by-case basis but is under no obligation to grant payment plan requests. An owner may avail him/herself of a payment plan, to the extent granted by the Board, only once in any five-year period.

This policy supersedes the certain DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION DELINQUENCY POLICY A dated October 16, 2019 and any other previously published assessment or collections policies In their entirety.

**RECORDING REQUESTED BY,**
**AND WHEN RECORDED RETURN TO:**

Deer Canyon Preserve Homeowners' Association
c/o Jill Assad
PO Box 721
Mountainair, NM 87036

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use by County Clerk

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**POLICES AND PROCEDURES AS OF SEPTEMBER 9, 2024**

**OF**

**DEER CANYON HOMEOWNERS' ASSOCIATION**
(A New Mexico Nonprofit Corporation)

**TORRANCE COUNTY, NEW MEXICO**

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## LEGAL DESCRIPTION OF PROPERTY

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All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase II as recorded in the office of the Clerk of Torrance County, New Mexico on May 15, 2006 at Plat Record E, Page 351, Reception 2062243, TOGETHER WITH those parcels identified as "Open Space No. I," "Open Space No. 2," "Open Space No. 7," and "Ruin," and all roadways described by courses and distances on the Phase II Plat, including all amendments thereto; and

All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase III as recorded in the office of the Clerk of Torrance County, New Mexico on August 22, 2007 at Plat Record F, page 48, Reception 2073853, TOGETHER WITH all roadways described by courses and distances on such plat, including all amendments thereto;

Meaning to incorporate any and all property in the Planned Area Development known as "Deer Canyon Preserve" in Torrance County, New Mexico.

# DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION
## Policy B - Assessments to Individual Homesteads for Damage to Roads

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**
**POLICIES AND PROCEDURES AS OF SEPTEMBER 9, 2024**

WHEREAS, the Deer Canyon Homeowners' Association Inc. ("Association") has authority pursuant to Article I of the By-Laws of Deer Canyon Preserve Homeowners Association and Section 9B of the Covenants and Grant of Easements for Deer Canyon Preserve (the "Covenants") "to have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, rules, regulations, standards, liens or charges now or thereafter imposed under the provisions of the Declaration";

WHEREAS, the Board of Directors of the Association ("Board") finds there is a need to: (i) set forth in writing those policies and procedures that have been developed over time by this and previous Boards of Directors; and (ii) establish certain other policies and procedures for the interpretation and enforcement of the Covenants.

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1. Policies: The following is a listing of the Policies in force as of the date hereof:

   A. Assessments, Collections and Enforcement

   B. Driveway Maintenance and Water Runoff Control

   C. Maintenance of Owner's Current Contact Information

   D. Building, Improving and Other Modifications of Homesteads

   E. Building Envelope Lockdown Agreement Adjustment

   F. Covenant Enforcement by the Board (Note: includes the assessment of penalties that are not specifically addressed in the covenants.)

   G. Abridged Covenant Enforcement Procedure by Owner Against Another Owner

   H. Use by Owners of Preserve Center Clubhouse and Equestrian Center

   I. Storage of Trailers, Campers and Recreational Vehicles on a Homestead

   J. Gate Codes and Gate Fobs

   K. The Burning of Slash, Tumbleweeds and other Vegetation

   L. Driving on driveways having weeds; camping on your property w/ fires, no firepits, etc.

   M. Deer Canyon Trail - South Emergency Exit Access to Phase III

   N. Operation of Chainsaws in Drought Conditions

   O. Weed Control/Mowing Outside Designated Building Envelope

2. Any notice or information that is to be provided in writing by the Board to any owner under any Policy shall be sent to such owner by either U.S. Mail or email or both, at the election of the Board.

3. Defined terms in one Policy shall apply to all other Policies. All terms not otherwise defined in the Policies shall have the meaning as set forth in the Consolidated Declaration of Protective Covenants and Grant of Easements for Deer Canyon Preserve, Torrance County, New Mexico dated as of October 14, 2019.

4. The Board may, from time to time and at its sole discretion, amend, delete or add to the foregoing Policies ("Changes") with such Changes being enforced on a prospective basis and upon notice to all Owners. For purposes of these Policies and any Changes thereto, notice shall be sufficient when any such Changes are posted to the Deer Canyon Preserve HOA website (www.dcphoa.org).

This is to certify that the foregoing Deer Canyon Preserve Homeowners' Association Policies and Procedures as are described above and in the exhibits attached hereto and made a part hereof all as are attached hereto have been adopted by a majority vote of the Board of Directors at its meeting duly called and held on September 9, 2024 and shall be effective immediately.

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**By:** _____
**Jill Assad, President**

**By:** _____
**Mary Ortner, Secretary**

**STATE OF NEW MEXICO )**
**COUNTY OF Torrance ) ss.**

**The foregoing Policies And Procedures As Of September 9, 2024 was acknowledged before me on this 14th day of January, 2025, by Jill Assad, President of Deer Canyon Preserve Homeowners' Association.**

**My Commission Expires:** 9/8/2028.

PAULA SHERMAN
Notary Public
State of New Mexico
Comm. # 1130518
My Comm. Exp. Sep 8, 2028

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**
**Policy B - Assessments to Individual Homesteads for Damage to Roads**

Purpose: The purpose of this policy is to set forth the rights of the Board to assess costs to an Owner for that Owner's failure to maintain his/her driveways when such failure results in erosion damage to the road.

Policy:

Owner General Responsibility: It is the responsibility of each Owner, whether or not a Resident, to ensure that the water flow resulting from rainfall is sufficiently diverted off to the sides of the Homestead driveway in order to prevent erosion of road at or around the Driveway Head. In some cases, Owners may be required to install a Culvert at the Driveway Head to prevent water erosion to both the Driveway Head and the road. The Board will consult with the Road Committee to determine if a Culvert is required and to specify the size and location of the Culvert. The Owner will bear all costs associated with the installation of the Culvert. Otherwise, if road erosion is occurring due to rainwater runoff from the driveway, the Owner will be required to have the driveway regraded at the sole cost of the Owner so as to divert the rainwater runoff to either or both sides of the driveway or to take such other remedial action as reasonably determined by the Road Committee to prevent continuing erosion to the road.

Definitions:

"Brow Ditch" refers to the ditch that is dug and runs parallel to the road to provide drainage. A brow ditch is also called a bar ditch.

"Culvert" refers to a galvanized pipe having, for these purposes, a minimum opening diameter of 18 inches that is to be installed in such a manner so as to create a relatively smooth transition from the roadway into the driveway.

"Driveway Head" refers to that portion of a Homestead driveway that intersects with the road.

"Resident" refers to an Owner who has constructed a home on the Homestead and who resides in that home either on a full-time or part-time basis.

Violations:

Any Violation of this Policy shall be governed by Policy F - Covenant Violation Enforcement. In addition, Owners who fail to cure a Notice of Violation within sixty (60) days may be fined an amount not to exceed $500 for the initial Violation and shall pay all costs associated with the Association's correction of the Violation.

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**
**Policy C - Maintenance of Owner's Current Contact Information**

**RECORDING REQUESTED BY,**
**AND WHEN RECORDED RETURN TO:**

Deer Canyon Preserve Homeowners' Association
c/o Jill Assad
PO Box 721
Mountainair, NM 87036

Space above this line for
use by County Clerk

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**POLICES AND PROCEDURES AS OF SEPTEMBER 9, 2024**

**OF**

**DEER CANYON HOMEOWNERS' ASSOCIATION**
(A New Mexico Nonprofit Corporation)

**TORRANCE COUNTY, NEW MEXICO**

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**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**
**Policy C - Maintenance of Owner's Current Contact Information**

## LEGAL DESCRIPTION OF PROPERTY

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All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase II as recorded in the office of the Clerk of Torrance County, New Mexico on May 15, 2006 at Plat Record E, Page 351, Reception 2062243, TOGETHER WITH those parcels identified as "Open Space No. I," "Open Space No. 2," "Open Space No. 7," and "Ruin," and all roadways described by courses and distances on the Phase II Plat, including all amendments thereto; and

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Meaning to incorporate any and all property in the Planned Area Development known as "Deer Canyon Preserve" in Torrance County, New Mexico.

# DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION
## Policy C - Maintenance of Owner's Current Contact Information

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**
**POLICIES AND PROCEDURES AS OF SEPTEMBER 9, 2024**

WHEREAS, the Deer Canyon Homeowners' Association Inc. ("Association") has authority pursuant to Article I of the By-Laws of Deer Canyon Preserve Homeowners Association and Section 9B of the Covenants and Grant of Easements for Deer Canyon Preserve (the "Covenants") "to have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, rules, regulations, standards, liens or charges now or thereafter imposed under the provisions of the Declaration";

WHEREAS, the Board of Directors of the Association ("Board") finds there is a need to: (i) set forth in writing those policies and procedures that have been developed over time by this and previous Boards of Directors; and (ii) establish certain other policies and procedures for the interpretation and enforcement of the Covenants.

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   B. Driveway Maintenance and Water Runoff Control

   C. Maintenance of Owner's Current Contact Information

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   E. Building Envelope Lockdown Agreement Adjustment

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   H. Use by Owners of Preserve Center Clubhouse and Equestrian Center

   I. Storage of Trailers, Campers and Recreational Vehicles on a Homestead

   J. Gate Codes and Gate Fobs

   K. The Burning of Slash, Tumbleweeds and other Vegetation

   L. Driving on driveways having weeds; camping on your property w/ fires, no firepits, etc.

   M. Deer Canyon Trail - South Emergency Exit Access to Phase III

   N. Operation of Chainsaws in Drought Conditions

   O. Weed Control/Mowing Outside Designated Building Envelope

## DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION
## Policy C - Maintenance of Owner's Current Contact Information

2. Any notice or information that is to be provided in writing by the Board to any owner under any Policy shall be sent to such owner by either U.S. Mail or email or both, at the election of the Board.

3. Defined terms in one Policy shall apply to all other Policies. All terms not otherwise defined in the Policies shall have the meaning as set forth in the Consolidated Declaration of Protective Covenants and Grant of Easements for Deer Canyon Preserve, Torrance County, New Mexico dated as of October 14, 2019.

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**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**By:** _____
**Jill Assad, President**

**By:** _____
**Mary Ortner, Secretary**

**STATE OF NEW MEXICO )**
**COUNTY OF Torrance ) ss.**

**The foregoing Policies And Procedures As Of September 9, 2024 was acknowledged before me on this 14th day of January, 2025, by Jill Assad, President of Deer Canyon Preserve Homeowners' Association.**

**My Commission Expires:** 9/8/2028

PAULA SHERMAN
Notary Public
State of New Mexico
Comm. # 1130518
My Comm. Exp. Sep 8, 2028

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**Policy C - Maintenance of Owner's Current Contact Information**

Purpose: The purpose of this policy is to set forth the obligation of each Owner to keep the Board and the Management Firm apprised of his/her current Contact Information and the method by which the Owner may provide such updates.

Policy:

Owner Obligations: It is important that the Board and its Management Firm have the most current Contact Information for each Owner so as to allow both the Board and Management Firm to provide all necessary communication with each Owner. Therefore, it is each Owner's obligation (whether resident or non-resident) to maintain his/her Contact Information current with the Board and the Management Firm. Resident Owners should provide the contact information for each person in the household for emergency notification purposes.

Failure by an Owner to maintain his/her Contact Information current as required by this Policy is not an acceptable excuse to be granted a waiver of late fees, interest and penalties for failing to pay any Assessment. Additionally, any Owner who does not maintain his/her email and phone number contact information current bears the sole risk of not receiving CodeRed emergency notifications.

An Owner may update his/her Contact Information directly into each database, or may advise the Board in writing of the changes to the Owner's Contact Information. The Board will then provide such changes to its Management Firm, the Communication Committee and to the individual responsible for the CodeRed database.

Definitions:

"CodeRed" is the emergency notification system that is used to provide emergency and other important information and notices to Owners.

"Contact Information" includes the Owner's mailing address, phone numbers, and email address for at least one of the Owners of a lot.

Violations: Other than the disadvantages stated above, there is no penalty for Violation of this Policy.

**RECORDING REQUESTED BY,**
**AND WHEN RECORDED RETURN TO:**

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c/o Jill Assad
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Mountainair, NM 87036

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Meaning to incorporate any and all property in the Planned Area Development known as "Deer Canyon Preserve" in Torrance County, New Mexico.

# DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION
## Policy D - Building, Improvements and Other Modifications of Homesteads

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**
**POLICIES AND PROCEDURES AS OF SEPTEMBER 9, 2024**

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WHEREAS, the Board of Directors of the Association ("Board") finds there is a need to: (i) set forth in writing those policies and procedures that have been developed over time by this and previous Boards of Directors; and (ii) establish certain other policies and procedures for the interpretation and enforcement of the Covenants.

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   E. Building Envelope Lockdown Agreement Adjustment

   F. Covenant Enforcement by the Board (Note: includes the assessment of penalties that are not specifically addressed in the covenants.)

   G. Abridged Covenant Enforcement Procedure by Owner Against Another Owner

   H. Use by Owners of Preserve Center Clubhouse and Equestrian Center

   I. Storage of Trailers, Campers and Recreational Vehicles on a Homestead

   J. Gate Codes and Gate Fobs

   K. The Burning of Slash, Tumbleweeds and other Vegetation

   L. Driving on driveways having weeds; camping on your property w/ fires, no firepits, etc.

   M. Deer Canyon Trail - South Emergency Exit Access to Phase III

   N. Operation of Chainsaws in Drought Conditions

   O. Weed Control/Mowing Outside Designated Building Envelope

2. Any notice or information that is to be provided in writing by the Board to any owner under any Policy shall be sent to such owner by either U.S. Mail or email or both, at the election of the Board.

3. Defined terms in one Policy shall apply to all other Policies. All terms not otherwise defined in the Policies shall have the meaning as set forth in the Consolidated Declaration of Protective Covenants and Grant of Easements for Deer Canyon Preserve, Torrance County, New Mexico dated as of October 14, 2019.

4. The Board may, from time to time and at its sole discretion, amend, delete or add to the foregoing Policies ("Changes") with such Changes being enforced on a prospective basis and upon notice to all Owners. For purposes of these Policies and any Changes thereto, notice shall be sufficient when any such Changes are posted to the Deer Canyon Preserve HOA website (www.dcphoa.org).

This is to certify that the foregoing Deer Canyon Preserve Homeowners' Association Policies and Procedures as are described above and in the exhibits attached hereto and made a part hereof all as are attached hereto have been adopted by a majority vote of the Board of Directors at its meeting duly called and held on September 9, 2024 and shall be effective immediately.

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**By:** _____
**Jill Assad, President**

**By:** _____
**Mary Ortner, Secretary**

**STATE OF NEW MEXICO )**
**COUNTY OF Torrance ) ss.**

**The foregoing Policies And Procedures As Of September 9, 2024 was acknowledged before me on this 14th day of January, 2025, by Jill Assad, President of Deer Canyon Preserve Homeowners' Association.**

**My Commission Expires:** 9/8/2028

PAULA SHERMAN
Notary Public
State of New Mexico
Comm. # 1130518
My Comm. Exp. Sep 8, 2028

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**Policy D - Building, Improvements and Other Modifications of Homesteads**

Purpose: The purpose of this policy is to set forth the process by which Owners obtain approval of the Design Review Committee in order to build a home or other structures on or make other improvements to the Owner's Homestead.

Policy:

Owner Obligations: The Owner is required, prior to constructing the Owner's home or, unless otherwise exempted as detailed in this policy, creating any improvement or change to the Homestead, to complete the applicable application form as follows:

1. New Construction of Home: For new construction of the Owner's home, the Owner must complete and submit to the DRC the Design Review Application Package (attached to this Policy as Exhibit A), including the Additional Rules and Regulations (attached to this Policy as Exhibit B) and the Building Envelope Lockdown Agreement (attached as Exhibit C). The Owner is also required to submit all information listed in the Design Review Application.

2. Modifications to Homestead or Existing Structures: For significant alterations and changes to an existing Homestead the Owner must submit the completed Design Review Application - Changes and Additions to Homestead (attached to this Policy as Exhibit D). Approval is not required for landscaping within the Owner's building envelope or on or adjacent to the driveway, or maintenance of the property (e.g., removing weeds or dead trees within or outside of the building envelope - note that this does not include mowing outside of your building envelope), nor is it needed for routine repairs to existing structures if those repairs do not significantly change the appearance of the structure. Similarly, approval is not needed if you are repainting or stuccoing a structure using essentially the same colors, but Is required if a change in color is being made. Further, approval for small structures to be constructed inside the Building Envelope that are not over 5 feet in height and 100 sq. ft. in area (e.g., bee hives, viewing benches, bridges, homos, water sources for wildlife, etc.) is not required.

3. Completion of Proiect Timing:

    a. The Owner must advise the DRC within thirty (30) days following the completion of the project or the receipt of the Certificate of Occupancy for new home construction and permit the DRC to inspect the project for compliance with the approved project. In the event that the completed project does not conform to the approved project, the DRC shall advise the Owner of such and the Owner shall then have thirty (30) days or such other longer period as the DRC may provide to either correct the variance or amend the project application.

    b. The Owner must complete any project for which an application has been approved by the DRC within one year following the approval by the DRC of the Owner's application. In the event that Owner cannot complete the project within the one-year period, Owner must, prior to the expiration of the initial one year period or any extensions thereof, apply to the DRC for an extension of time to complete the project. Such extension may be granted or denied based upon the circumstances giving rise to the failure to complete the project within the one-year period.

4. Appeal of DRC Decisions: In the event that the DRC denies an Owner's application, either in whole or in part, the DRC shall so notify the Owner of such denial and provide a copy of such notice to the Board. The DRC shall, in its notice of denial to the Owner, advise the Owner as to the basis for such denial. The Owner may appeal a decision of the DRC with respect to any denial of an application or extension of time if the Owner believes the denial is unjust or incorrect. To appeal a DRC decision, the Owner must, within fifteen (15) days following receipt by the Owner of the DRC's denial, file a written statement supporting the Owner's appeal with the Board and the DRC. The Board shall, within fifteen (15) days, either: (i) support or

overrule the DRC decision or (ii) conduct a hearing in which both parties can present their respective positions and discuss the matter so as to reach a mutually satisfactory resolution. In the event the Parties cannot reach a resolution, the Board shall have five (5) days to make and notify the Owner and DRC as to its determination upholding or denying the appeal of the Owner.

Other Rules and Regulations: The exhibits attached to this Policy set forth additional rules and regulations that are made part of this Policy by this reference as if fully set forth herein.

Definitions:

"Building Envelope" is that portion of a Homestead that may be improved by an Owner.

"Building Envelope Lockdown Agreement" is the agreement by which the DRC and the Owner agree as to the shape and location of the Building Envelope within the Homestead.

"DRC" is the Design Review Committee that is charged with reviewing and approving improvements to Homesteads.

"Design Review Application Package" is the application to be filed by an Owner to build the first structure on a Homestead.

"Continuing Violation" means any Violation that continues beyond the time allotted to the Owner to cure the Violation, as well as any same or similar Violation that occurs within a six (6) month period.

Violations: Any violations of this Policy shall be governed by Policy F - Covenant Violation Enforcement. In addition, an Owner may be assessed a fine of up to $2500 for the initial Violation and/or fine of up to $300 a day for a continuing violation. If the Association is required to take any corrective action, the Owner shall pay all costs associated with the Association's corrective action, plus an addition assessment of up to $1,000.

**RECORDING REQUESTED BY,**
**AND WHEN RECORDED RETURN TO:**

Deer Canyon Preserve Homeowners' Association
c/o Jill Assad
PO Box 721
Mountainair, NM 87036

Space above this line for
use by County Clerk

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**POLICES AND PROCEDURES AS OF SEPTEMBER 9, 2024**

**OF**

**DEER CANYON HOMEOWNERS' ASSOCIATION**
(A New Mexico Nonprofit Corporation)

**TORRANCE COUNTY, NEW MEXICO**

[COVER SHEET ONLY, REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

## LEGAL DESCRIPTION OF PROPERTY

That certain real property located in Torrance County, New Mexico, as follows:

All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase I as recorded in the office of the Clerk of Torrance County, New Mexico on October 1, 2002 at Plat Record E1, Page 136, Reception 2024754, as amended by those amended plats recorded December 2, 2002 at Plat Record El, Page 144, Reception No. 2025848, and October 5, 2005 at Plat Record El, Page 304; and

All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase II as recorded in the office of the Clerk of Torrance County, New Mexico on May 15, 2006 at Plat Record E, Page 351, Reception 2062243, TOGETHER WITH those parcels identified as "Open Space No. I," "Open Space No. 2," "Open Space No. 7," and "Ruin," and all roadways described by courses and distances on the Phase II Plat, including all amendments thereto; and

All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase III as recorded in the office of the Clerk of Torrance County, New Mexico on August 22, 2007 at Plat Record F, page 48, Reception 2073853, TOGETHER WITH all roadways described by courses and distances on such plat, including all amendments thereto;

Meaning to incorporate any and all property in the Planned Area Development known as "Deer Canyon Preserve" in Torrance County, New Mexico.

# DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION
## Policy E - Building Envelope Lockdown Agreement Adjustment

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**
**POLICIES AND PROCEDURES AS OF SEPTEMBER 9, 2024**

WHEREAS, the Deer Canyon Homeowners' Association Inc. ("Association") has authority pursuant to Article I of the By-Laws of Deer Canyon Preserve Homeowners Association and Section 9B of the Covenants and Grant of Easements for Deer Canyon Preserve (the "Covenants") "to have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, rules, regulations, standards, liens or charges now or thereafter imposed under the provisions of the Declaration";

WHEREAS, the Board of Directors of the Association ("Board") finds there is a need to: (i) set forth in writing those policies and procedures that have been developed over time by this and previous Boards of Directors; and (ii) establish certain other policies and procedures for the interpretation and enforcement of the Covenants.

NOW THEREFORE, IT IS RESOLVED that the following policies and procedures are established for the interpretation and enforcement of the Covenants. The following policies and procedures are collectively referred to herein as "Policies."

1. Policies: The following is a listing of the Policies in force as of the date hereof:

   A. Assessments, Collections and Enforcement

   B. Driveway Maintenance and Water Runoff Control

   C. Maintenance of Owner's Current Contact Information

   D. Building, Improving and Other Modifications of Homesteads

   E. Building Envelope Lockdown Agreement Adjustment

   F. Covenant Enforcement by the Board (Note: includes the assessment of penalties that are not specifically addressed in the covenants.)

   G. Abridged Covenant Enforcement Procedure by Owner Against Another Owner

   H. Use by Owners of Preserve Center Clubhouse and Equestrian Center

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   J. Gate Codes and Gate Fobs

   K. The Burning of Slash, Tumbleweeds and other Vegetation

   L. Driving on driveways having weeds; camping on your property w/ fires, no firepits, etc.

   M. Deer Canyon Trail - South Emergency Exit Access to Phase III

   N. Operation of Chainsaws in Drought Conditions

   O. Weed Control/Mowing Outside Designated Building Envelope

2. Any notice or information that is to be provided in writing by the Board to any owner under any Policy shall be sent to such owner by either U.S. Mail or email or both, at the election of the Board.

3. Defined terms in one Policy shall apply to all other Policies. All terms not otherwise defined in the Policies shall have the meaning as set forth in the Consolidated Declaration of Protective Covenants and Grant of Easements for Deer Canyon Preserve, Torrance County, New Mexico dated as of October 14, 2019.

4. The Board may, from time to time and at its sole discretion, amend, delete or add to the foregoing Policies ("Changes") with such Changes being enforced on a prospective basis and upon notice to all Owners. For purposes of these Policies and any Changes thereto, notice shall be sufficient when any such Changes are posted to the Deer Canyon Preserve HOA website (www.dcphoa.org).

This is to certify that the foregoing Deer Canyon Preserve Homeowners' Association Policies and Procedures as are described above and in the exhibits attached hereto and made a part hereof all as are attached hereto have been adopted by a majority vote of the Board of Directors at its meeting duly called and held on September 9, 2024 and shall be effective immediately.

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**By:** _____
**Jill Assad, President**

**By:** _____
**Mary Ortner, Secretary**

**STATE OF NEW MEXICO)**
**COUNTY OF Torrance ) ss.**

**The foregoing Policies And Procedures As Of September 9, 2024 was acknowledged before me on this 14th day of January, 2025, by Jill Assad, President of Deer Canyon Preserve Homeowners' Association.**

**My Commission Expires:** 9/8/2028.

PAULA SHERMAN
Notary Public
State of New Mexico
Comm. # 1130518
My Comm. Exp. Sep 8, 2028

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**Policy E - Building Envelope Lockdown Agreement Adjustment**

Purpose: The purpose of this Policy is to address the procedure for requesting an adjustment to a previously agreed upon building envelope lockdown agreement.

Policy:

Adjustment to Building Envelope Lockdown Permitted: An owner wishing to change the boundaries of the building envelope should submit the following to the Design Review Committee (DRC) in writing before undertaking any construction outside of the originally designated building envelope boundary.

1) A copy of the original or replacement building envelope lockdown agreement. (If the Owner does not have a copy of the building envelope lockdown agreement, one may be obtained from the DRC. If there is no building envelope lockdown agreement on file with the DRC, the owner should submit a replacement building envelope lockdown agreement instead of asking for an adjustment.)

2) A sketch showing the proposed revised building envelope area, including GPS coordinates, and the location of all existing and proposed construction, together with a brief statement regarding the reason for the proposed change.

The DRC will consider the following factors in deciding whether the revision of the building envelope is permitted. The owner is encouraged to address these factors when presenting his or her application for adjustment.

1) The impact on boundary lines and easements, both existing and contingent (for example, the 20' to 40' easement near existing or planned roads.)
2) The impact on environmental factors, including alterations in the natural water run off and negative effects on natural vegetation.
3) The impact upon neighboring lots and other Owners including but not limited to aesthetics, noise, odor, and vehicular traffic.
4) The extent to which the revision is consistent with the general intent of limiting development to a specific, confined area. For example, the proposed building envelope as adjusted should be in a circle, square, oval or rectangle and may not be 'gerrymandered' over an extended area.
5) The hardship, If any, to the Owner if the revision is not permitted.

The DRC will respond to an owner's request within thirty (30) days and may accept, deny, or propose a revised building envelope location. If the owner's request is denied or revised, the DRC will provide a written explanation of its decision. If the owner believes the decision of the DRC is incorrect or unjust, he or she may appeal the decision to the Board.

A copy of the revised building envelope lockdown agreement will be maintained in the permanent files of the DCPHOA and shall be binding upon future Owners of the Lot.

Definitions:

"Building Envelope" refers to the boundaries of the one acre or three acre Designated Building Envelope to be used for building structures as described In Section 4.A of the Declaration of Covenants and Easements.

“Building Envelope Lockdown Agreement” is a document specifying the designated boundaries of the Building Envelope. The document is usually completed in connection with a building application (Exhibit F of the Design Review Application Package) and/or it may be filed after construction using a "Building Envelope Lockdown Agreement - Replacement."

Violations: An Owner who builds outside of an approved original or revised building envelope lockdown agreement commits a Violation of the Covenants and will be fined in accordance with the appropriate provision(s) of Policy F - Covenant Violation Enforcement. Further, the Board may require that the Owner remove or relocate any structure or other improvement that is constructed outside of the approved or revised building envelope within a time period determined by the Board.

**RECORDING REQUESTED BY,**
**AND WHEN RECORDED RETURN TO:**

Deer Canyon Preserve Homeowners' Association
c/o Jill Assad
PO Box 721
Mountainair, NM 87036

Space above this line for
use by County Clerk

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**POLICES AND PROCEDURES AS OF SEPTEMBER 9, 2024**

**OF**

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All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase III as recorded in the office of the Clerk of Torrance County, New Mexico on August 22, 2007 at Plat Record F, page 48, Reception 2073853, TOGETHER WITH all roadways described by courses and distances on such plat, including all amendments thereto;

Meaning to incorporate any and all property in the Planned Area Development known as "Deer Canyon Preserve" in Torrance County, New Mexico.

# DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION
## Policy F - Covenant and Policy Violation Enforcement

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**
**POLICIES AND PROCEDURES AS OF SEPTEMBER 9, 2024**

WHEREAS, the Deer Canyon Homeowners' Association Inc. ("Association") has authority pursuant to Article I of the By-Laws of Deer Canyon Preserve Homeowners Association and Section 9B of the Covenants and Grant of Easements for Deer Canyon Preserve (the "Covenants") "to have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, rules, regulations, standards, liens or charges now or thereafter imposed under the provisions of the Declaration";

WHEREAS, the Board of Directors of the Association ("Board") finds there is a need to: (i) set forth in writing those policies and procedures that have been developed over time by this and previous Boards of Directors; and (ii) establish certain other policies and procedures for the interpretation and enforcement of the Covenants.

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1. Policies: The following is a listing of the Policies in force as of the date hereof:

   A. Assessments, Collections and Enforcement

   B. Driveway Maintenance and Water Runoff Control

   C. Maintenance of Owner's Current Contact Information

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   E. Building Envelope Lockdown Agreement Adjustment

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   N. Operation of Chainsaws in Drought Conditions

   O. Weed Control/Mowing Outside Designated Building Envelope

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**By:** _____
**Jill Assad, President**

**By:** _____
**Mary Ortner, Secretary**

**STATE OF NEW MEXICO)**
**COUNTY OF Torrance ) ss.**

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**My Commission Expires:** 9/8/2028.

PAULA SHERMAN
Notary Public
State of New Mexico
Comm. # 1130518
My Comm. Exp. Sep 8, 2028

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**Policy F - Covenant and Policy Violation Enforcement**

Purpose: The purpose of this policy is to set forth the circumstances and processes for the determination of Violations of the Covenants by an Owner and the enforcement actions available to the Board in the event of any violation of Covenants, Policies., Rules and Regulations of the Association.

Policy:

1. Owner Obligations: It is the obligation of each Owner to be aware of and to comply with the Covenants, Policies, Rules and Regulations (collectively referred to in this Policy as covenants).

2. Generally speaking, in the event of a Violation, the Board may, on a case-by-case basis and in its sole discretion, pursue one or more of the following remedies:

    a. Make one or more assessments of monetary fines, charges, costs against an Owner and the Owner's property in the manner and amount specified by the Covenant at issue,

    b. Notify an Owner that he or she is required to cease and desist any violation of a Covenant, and to cure any prior or existing violations.

    c. Take the necessary corrective action itself to cure a Violation and assess any related costs against the Owner and the Owner's property.

    d. To file liens against an Owner and the Owner's property and to foreclose upon any property subject to a lien or any other judgment of record, and/or

    e. Bring an action at law or equity directly or through collection agencies against the Owner personally and/or against the Owner's property, report unpaid amounts to credit reporting agencies, and file and to engage in any lawful collection activities necessary to collect the amounts due.

    f. Suspend the rights of an Owner and his/her invitees to use the Common Areas and facilities while the Owner is in Violation of any Covenant and/or has unpaid fines and assessments.

    g. Referral to Legal Counsel: The Board may refer a Violation to legal counsel for injunctive relief to correct or otherwise abate a Violation, or to pursue any other legal or equitable remedy that may be available to the Association. The costs of any such legal action, including reasonable attorneys fees, shall be assessed against the Owner.

3. Notice of Violation of this Policy and Board Remedies: Upon determination by the Board that an Owner has or may have violated one or more Covenants Including without limitation architectural design restrictions, property use, land and water use, and signage the Board shall provide the Owner with written Notice advising of such Violation(s).
   The Owner shall have fifteen (15) days to cease or correct the matter described in the Notice and/or cure the Violation, or to dispute the Notice. The Notice shall include:

a. The nature, description and location of the Violation;

b. The nature of the activity or omission that must be halted or eliminated, and/or the correction that must be undertaken by the Owner to come back into compliance with the Covenants;

c. The time allotted to the Owner to cure the Violation;

d. If the Violation is an Architectural Violation (as defined below), the Notice will identify any work that must cease until the Violation is resolved;

e. The amount of any fines or the nature of any remedial or other enforcement action that may be imposed by the Board as a result of the Violation.

4. The Owner shall cure the Violation at the Owner's sole cost and expense within the allotted time period and shall advise the Board in writing at the time the Violation is cured. In the event that the Owner is unable to cure the Violation as and when directed for reasons beyond his/her reasonable control, the Board may grant the Owner an extension of time.

5. In the event that the Owner fails or refuses to cure the Violation as directed, the Board may assess additional fines and penalties and/or, at its sole discretion, may take any actions necessary to correct the Violation, including hiring one or more contractors to correct, complete, or remove the Violation (e.g. razing a structure that has not been approved by the DRC, grading to correct improper water diversion, etc.) The costs of any such work shall also be assessed against the Owner. In such case, the following shall apply:

   a. The Board shall provide the Owner with written notice to the address of record with the Association (e-mail acceptable) of the action. Notice may be given at any time prior to the commencement of the work.
   b. Costs incurred in correcting or eliminating the Violation will be recovered from the Owner in accordance with Policy A- Assessments, Collections and Enforcement.
   c. The Association, the Board and its members individually, and its agents and contractors shall not be liable to the Owner or to any third party for any damages or costs arising from the work performed under this Policy.

6. In the event that the Owner elects to dispute the Notice or the nature of the proposed corrective actions, the Owner must, within fifteen (15) days following the date of the Notice, either set forth in writing the basis for such dispute or request a hearing before the Board so as to present his/her basis for such dispute. If the Board, after reviewing any information provided by the Owner, determines that the Notice and proposed corrective action is valid, the Board shall:

   a. Advise the Owner of the required corrective action and, where applicable, of the amount of any fines or costs being assessed relative to the Violation;

   b. Advise the Owner of a reasonable period in which to Cure the Violation to avoid additional penalties.

   c. Cause its Management Firm to issue an invoice to the Owner for the amount of any fine that is assessed against an Owner under this Policy or

under the Covenants. The issuance of and collection on such invoice shall be governed by Policy A - Assessments, Collections and Enforcement.

d. The Board's determination shall be final.

Definitions

"Architectural Violation" is an improvement or omission of any kind that is not approved by the DRC where such approval is required, or a structure that is out of compliance with previously approved specifications.

"Cure" comprises all of the actions or inactions necessary to correct the Violation detailed in the Notice.

"DRC" is the Design Review Committee.

"Notice" is the communication from the Board setting forth the Violation, the specified action(s) needed to correct the Violation, and the time period given to correct the Violation, and the penalties associated with the Violation.

"Violation" is an act or omission by an Owner or relating to the Owner's property that is non-compliant with the Covenants, Polices, Rules and Regulations of the Association.

Additional Fines and Penalties: The following fines may be imposed and assessed against an Owner for any Violations of the Covenants at the discretion of the Board:

- Repeat Offenses - the fines for repeatedly committing the same or substantially similar Violation within a six (6) month period shall be doubled for the first repeat Violation, tripled for the second repeat Violation and so on.
- Board Corrective Action -An Owner will be assessed the sum of $1,000 in addition to the full amount of costs incurred by the Board if the Board is required to take corrective action pursuant to Section 5 of this Policy.
- Suspension of Use of Common Areas - Penalties may include suspension of an Owner's right to use certain or all Common Areas even after a Violation is cured, depending upon the nature, repetitiveness, and/or severity of the Violation.
- In addition to any fines that may be assessed, the Owner shall be liable for all costs incurred by the Board for any Board Corrective Actions, legal fees, court costs. in enforcing the Covenants against the Owner.
- Fines are non-exclusive remedies. Multiple fines may be assessed against an Owner for a single Violation if the Violation is severe, multifaceted, or reasonable efforts are not made to correct it.

# DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION

## Policy G - Abridged Covenant Enforcement Procedure by Owner Against Another Owner

**RECORDING REQUESTED BY,**
**AND WHEN RECORDED RETURN TO:**

Deer Canyon Preserve Homeowners' Association
c/o Jill Assad
PO Box 721
Mountainair, NM 87036

Space above this line for
use by County Clerk

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

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Meaning to incorporate any and all property in the Planned Area Development known as "Deer Canyon Preserve" in Torrance County, New Mexico.

# DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION

## Policy G - Abridged Covenant Enforcement Procedure by Owner Against Another Owner

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**
**POLICIES AND PROCEDURES AS OF SEPTEMBER 9, 2024**

WHEREAS, the Deer Canyon Homeowners' Association Inc. ("Association") has authority pursuant to Article I of the By-Laws of Deer Canyon Preserve Homeowners Association and Section 9B of the Covenants and Grant of Easements for Deer Canyon Preserve (the "Covenants") "to have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, rules, regulations, standards, liens or charges now or thereafter imposed under the provisions of the Declaration";

WHEREAS, the Board of Directors of the Association ("Board") finds there is a need to: (i) set forth in writing those policies and procedures that have been developed over time by this and previous Boards of Directors; and (ii) establish certain other policies and procedures for the interpretation and enforcement of the Covenants.

NOW THEREFORE, IT IS RESOLVED that the following policies and procedures are established for the interpretation and enforcement of the Covenants. The following policies and procedures are collectively referred to herein as "Policies."

1. Policies: The following is a listing of the Policies in force as of the date hereof:

   A. Assessments, Collections and Enforcement

   B. Driveway Maintenance and Water Runoff Control

   C. Maintenance of Owner's Current Contact Information

   D. Building, Improving and Other Modifications of Homesteads

   E. Building Envelope Lockdown Agreement Adjustment

   F. Covenant Enforcement by the Board (Note: includes the assessment of penalties that are not specifically addressed in the covenants.)

   G. Abridged Covenant Enforcement Procedure by Owner Against Another Owner

   H. Use by Owners of Preserve Center Clubhouse and Equestrian Center

   I. Storage of Trailers, Campers and Recreational Vehicles on a Homestead

   J. Gate Codes and Gate Fobs

   K. The Burning of Slash, Tumbleweeds and other Vegetation

   L. Driving on driveways having weeds; camping on your property w/ fires, no firepits, etc.

   M. Deer Canyon Trail - South Emergency Exit Access to Phase III

   N. Operation of Chainsaws in Drought Conditions

   O. Weed Control/Mowing Outside Designated Building Envelope

2. Any notice or information that is to be provided in writing by the Board to any owner under any Policy shall be sent to such owner by either U.S. Mail or email or both, at the election of the Board.

3. Defined terms in one Policy shall apply to all other Policies. All terms not otherwise defined in the Policies shall have the meaning as set forth in the Consolidated Declaration of Protective Covenants and Grant of Easements for Deer Canyon Preserve, Torrance County, New Mexico dated as of October 14, 2019.

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**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**By:** _____
**Jill Assad, President**

**By:** _____
**Mary Ortner, Secretary**

**STATE OF NEW MEXICO )**
**COUNTY OF Torrance ) ss.**

**The foregoing Policies And Procedures As Of September 9, 2024 was acknowledged before me on this 14th day of January, 2025, by Jill Assad, President of Deer Canyon Preserve Homeowners' Association.**

**My Commission Expires:** 9/8/2028.

PAULA SHERMAN
Notary Public
State of New Mexico
Comm. # 1130518
My Comm. Exp. Sep 8, 2028

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**Policy G - Abridged Covenant Enforcement Procedure by Owner Against Another Owner**

Purpose: The purpose of this policy is to set forth the conditions and procedures for permitting an Owner to pursue Covenant enforcement against one or more other Owners under the abridged method.

Policy:

Optional Informal Complaint Process: Presently, Section 9.A of the Consolidated Declaration of Protective Covenants and Grant of Easements ("Section 9.A") requires that any Owner who wishes to enforce the Covenants against one or more other Owners is required to engage in a dispute resolution process that involves notice to. and participation by, all other Owners. It is the Board's view that an attempt should first be made to resolve such disputes in a less costly and more expeditious fashion.

Process: In the event that an Owner believes that one or more other Owners are in violation of the Covenants and wishes to enforce the Covenants against such Owners then the following process is to take place:

1. The Owner wishing to enforce the Covenants ("Complainant") will provide the Board with written description of his/her complaint, including without limitation, the Owner(s) that the Complainant believes is/are in violation. the specific provision of the Covenants that are being violated and the nature of the violation (the "Complaint').

2. The Board will conduct and complete, within thirty (30) days, an initial investigation to initially determine the validity of the Complaint and if there are other Owners that may be engaged in the same or similar perceived violation(s).

3. The Board will advise the Complainant of its findings within that thirty (30) day period and if the Board determines that the Complaint is unsupported by the evidence the Board will so state and dismiss the Complaint, at which time the Owner may pursue the formal enforcement provisions set forth in Section 9.A.

4. In the event that the Board determines that the Complaint has merit, the Board shall advise the Complainant of such and provide a copy of the Complaint to those Owners named in the Complaint. as well as any other Owners who are engaged in the same activity. Each Owner provided with a copy of the Complaint will have thirty (30) days from the date of notice from the Board to provide the Board with his/her respective written responses to the Complaint. The Board will provide the Complainant with a summary of the responses received.

5. The Board will have fifteen (15) days following its receipt of the responses from the affected Owners to weigh the arguments presented by all parties and determine if: (i) the Complaint should be dismissed in which case, the Complainant can pursue enforcement under Section 9.A; (ii) the Complaint is sufficient such that the Board will enforce the Covenant against all or that portion of the Owners found to be in violation with such enforcement to be governed under Policy E - Covenant Violation Enforcement; or (iii) hold a meeting with all concerned parties to the Complaint in an attempt to mediate a solution to the relative satisfaction of all concerned. If a solution cannot be reached by the affected parties, the Complainant may then pursue a resolution under Section 9.A of the Declaration.

Definitions:

None.

Violation:

Not applicable.

**RECORDING REQUESTED BY,**
**AND WHEN RECORDED RETURN TO:**

Deer Canyon Preserve Homeowners' Association
c/o Jill Assad
PO Box 721
Mountainair, NM 87036

Space above this line for
use by County Clerk

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**POLICES AND PROCEDURES AS OF SEPTEMBER 9, 2024**

**OF**

**DEER CANYON HOMEOWNERS' ASSOCIATION**
(A New Mexico Nonprofit Corporation)

**TORRANCE COUNTY, NEW MEXICO**

[COVER SHEET ONLY, REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

## LEGAL DESCRIPTION OF PROPERTY

That certain real property located in Torrance County, New Mexico, as follows:

All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase I as recorded in the office of the Clerk of Torrance County, New Mexico on October 1, 2002 at Plat Record E1, Page 136, Reception 2024754, as amended by those amended plats recorded December 2, 2002 at Plat Record El, Page 144, Reception No. 2025848, and October 5, 2005 at Plat Record El, Page 304; and

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**POLICIES AND PROCEDURES AS OF SEPTEMBER 9, 2024**

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   L. Driving on driveways having weeds; camping on your property w/ fires, no firepits, etc.

   M. Deer Canyon Trail - South Emergency Exit Access to Phase III

   N. Operation of Chainsaws in Drought Conditions

   O. Weed Control/Mowing Outside Designated Building Envelope

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**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**By:** _____
**Jill Assad, President**

**By:** _____
**Mary Ortner, Secretary**

**STATE OF NEW MEXICO )**
**COUNTY OF Torrance ) ss.**

**The foregoing Policies And Procedures As Of September 9, 2024 was acknowledged before me on this 14th day of January, 2025, by Jill Assad, President of Deer Canyon Preserve Homeowners' Association.**

**My Commission Expires:** 9/8/2028.

PAULA SHERMAN
Notary Public
State of New Mexico
Comm. # 1130518
My Comm. Exp. Sep 8, 2028

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**
**Policy H - Use of Preserve Center Clubhouse and Equestrian Center**

**Purpose:** The purpose of this policy is to set forth the requirements and procedures to reserve and use the Preserve Center Clubhouse and Equestrian Center.

**Policy:**

Use of Preserve Center Permitted: The Preserve Center Clubhouse and Equestrian Center are considered as common areas of the HOA and, therefore, all Owners who are in good standing with the HOA have a right to use such for lawful purposes as follows:

Clubhouse Use

1. The Owner reserves the Clubhouse by contacting the individual designated by the Board who is responsible for managing all Clubhouse reservations ("Reservation Manager"). The Owner can then obtain the key to the Clubhouse from the Reservation Manager or a Board Member, but must return the key within 24 hours following the use of the Clubhouse.

2. The Owner using the Clubhouse is responsible for preparing the Clubhouse for his/her use and for cleaning and removing all trash from the Clubhouse following his/her use. Further, the Owner using the Clubhouse is responsible for providing all eating utensils, plates, cups, etc. and is not permitted to use any such supplies as may be stored in the Clubhouse by the HOA.

3. Following the Owner's use of the Clubhouse, the Owner must ensure that all doors are locked and that the thermostat is either set at Heat with a temperature setting of 50 degrees from September through May or turned off for all other months. For reference, please see Deer Canyon Preserve Center User Checklist ("Checklist") that is attached as Exhibit B for additional rules and requirements for using the Preserve Center and which is made a part of this Policy. A copy of the Checklist will be sent via email to each Owner reserving the Preserve Center.

4. In the event an Owner wishes to use or make the Clubhouse available to non-Owners for purposes of training (e.g. rattlesnake avoidance training), the dispensing of medicines, vaccinations or any other activity that is or may be inherently risky or that may expose the HOA to liability will require:

    a. The advance written approval of the Board;
    b. That each non-Owner participant execute a waiver and release of liability form in favor of the HOA ("Release") prior to participating in any such event;
    c. The Owner wishing to schedule any such activity as described in this paragraph 4 to apply in writing for the Board's consent no less than 10 calendar days prior to the desired date to hold such Event;
    d. The Board, if the event is approved, to supply the Owner with the required Release form who is then responsible for securing the signatures of each non-Owner participant and then providing the Board with all such executed documents; and
    e. The hosting Owner or at least one other owner must be present at all times during the event.

If there is any doubt that an activity contemplated by an owner falls within this item 4, the owner should err on the side of seeking the Board's consent.

5. In the event that the Owner reserving the Clubhouse is unable for any reason to attend the event for which he/she reserved the Clubhouse and such event includes non-owners and no other Owner will be present during the event, then such event must be cancelled without exception. In other words, non-owners may not use the Clubhouse for any event, without an Owner being present at all times.

6. All activities for Clubhouse use, when being used by Owners and non-Owners shall be confined to the Clubhouse and Clubhouse Grounds.

Equestrian Center

1. Any Owner wishing to use the Equestrian Center, either on a full-time basis or sporadically, must pay a refundable deposit of $200, payable to Deer Canyon Preserve HOA, and execute the Equestrian Center Use Agreement and Waiver of Liability, copy of which is attached to this policy as Exhibit A. The deposit will be refunded, net of any costs incurred by the Association to repair any damage caused by the Equestrian Animals boarded by the Owner or to replace any hay, alfalfa or other feed grass that is owned by the Association and used by the Owner in violation of this policy. Any hay, alfalfa or other feed stored by the Owner in the Barn must be removed by the Owner at the termination of their use of the Equestrian Center.

2. The Owner is solely responsible for the care and feeding of any Equestrian Animal that he/she boards in the Equestrian Center.

3. The Owner is to clean each stall that is used on a daily basis.

4. The Owner is not permitted under any circumstances to use any portion of hay, alfalfa or other feed grass, mineral blocks or mineral licks owned by the Association.

5. Any damage caused by Equestrian Animals boarded by an Owner shall be repaired by the Owner, or by the Board on behalf of Owner, at the sole cost and expense of the Owner.

6. The use of the Equestrian Center or access to any DCP trails by non-owners without an Owner present at all times is strictly prohibited.

Definitions:

"Clubhouse" means the kitchen /bar/seating area, restrooms located in the barn area as well as the parking area of the Preserve Center.

"Clubhouse Grounds" means the area surrounding the Preserve Center from the road to the area surrounding the horseshoe pits, the parking area and the immediate rear outside area of the Preserve Center.

"Equestrian Center" means the stalls and related space at the Preserve Center.

"Equestrian Animal" means any animal boarded at the Equestrian Center.

Violations:

Any Violation of this Policy shall be governed by Policy F - Covenant Violation Enforcement and in addition punishable by fines of up to $150 per day, plus suspension of privileges to use the Preserve Center and/or the Equestrian Center and forfeiture of the $200 deposit.

**EXHIBIT A to**

**Policy H - Use of Preserve Center Clubhouse and Equestrian Center**

Rev. July 2024

**EQUESTRIAN CENTER USE AGREEMENT**
**AND WAIVER OF LIABILITY**

The New Mexico Equine Liability Act states that ALL activities involving horses, donkeys, mules, or ponies ("Equestrian Animals") have inherent risks for participants. New Mexico State law protects operators, owners, trainers, promoters, and others from liability for injuries which are the result of an equine animal's behavior.

I, the undersigned, ("Owner") do hereby acknowledge and agree on behalf of myself, my family, my heirs and beneficiaries and my invitees:

1. That Deer Canyon Preserve Homeowners' Association ("HOA"), individual owners of property within Deer Canyon Preserve, the members of the Board of Directors of the HOA and the HOA's employees, agents, and its other representatives ("Indemnified Parties") shall not be responsible or liable in any way for any injury, damage, sickness, loss or destruction of or to any person, including, without limitation, injuries to myself, to members of my family or to any third party which are caused, directly or indirectly by any of any equestrian animals that I board or my equestrian activity and that of my family and invitees;

2. To hold the Indemnified Parties harmless from any and all liability, claims, damages, expenses, costs and fees, including attorney's fees, arising from such injury or damage;

3. That I am accepting to use the Equestrian portion of the Preserve Center ("Equestrian Center") as is and without any warranty or guarantee of any kind relative to the physical aspects of the building and related equipment; and

4. That I, my family and invitees shall, at all times, comply with HOA Policy H - Use of Preserve Center Clubhouse and Equestrian Center.

I further agree that I will provide a refundable damage deposit of $200 to the HOA for the use of the Equestrian Center and that the HOA is and shall not be responsible for the care of any Equestrian Animal at the Equestrian Center and that I am solely responsible for providing all necessary care, including feeding, watering, daily manure removal, and any veterinarian or other services while using the Equestrian Center and that under no circumstances shall I remove or use any feed that is owned by the HOA for its use in feeding cattle.

AGREED:

Owner:

_____

Print Name: _____

Date: _____

Deposit Received:

Amount: _____

Date: _____

Check # _____

**EXHIBIT B to**

**Policy H - Use of Preserve Center Clubhouse and Equestrian Center**

**Deer Canyon Preserve Center Clubhouse User Checklist**

Upon completion of your event at the Preserve Center Clubhouse (Clubhouse), please ensure all of the following items have been completed before your departure:

1. Ensure both bathroom doors are closed shut and lights are off.
2. Empty all trash from trash cans in the Clubhouse and both restrooms and take it with you.
3. Sweep the floor to the extent that food or other items were spilled.
4. Ensure that no food is left in the Clubhouse; empty the refrigerator if used.
5. Return TV and sound bar remote to the credenza drawer.
6. Return all Clubhouse furniture and rugs to their original location.
7. Turn off a/c in summer and set heat to HOLD 50 degrees in winter months – this is irrespective of what the thermostat was set at when you entered the Clubhouse.
8. Take everything you brought to the Clubhouse, such as plates, napkins, cups, plasticware, etc. back with you.
9. Lock and CHECK that all Clubhouse doors have been locked. Ensure door between Clubhouse and barn area is locked.
10. Turn off all lights.
11. Lock and CHECK that all three entry doors (both sides) to the Clubhouse are properly locked.
12. If the fireplace (either inside or outside) is used, it must be cleaned of all ash and partially burned wood no later than the next day.
13. Return the Preserve Center keys to the Reservation Manager within 24 hours following the event.
14. All doors to the Clubhouse must be locked any time you leave the Clubhouse vacant.

**Please note that for those events where non-DCP owners are invited, if you cannot attend the event and no other DCP owner will be present at the event, then the event must be cancelled. Under no circumstances is an event to be held in within DCP where a DCP owner is not present.**

Failure to follow the above protocol may restrict your future use of the Preserve Center Clubhouse and/or subject you to a fine as provided for under Policy F.

**RECORDING REQUESTED BY,**
**AND WHEN RECORDED RETURN TO:**

Deer Canyon Preserve Homeowners' Association
c/o Jill Assad
PO Box 721
Mountainair, NM 87036

Space above this line for
use by County Clerk

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**POLICES AND PROCEDURES AS OF SEPTEMBER 9, 2024**

**OF**

**DEER CANYON HOMEOWNERS' ASSOCIATION**
(A New Mexico Nonprofit Corporation)

**TORRANCE COUNTY, NEW MEXICO**

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## POLICIES AND PROCEDURES AS OF SEPTEMBER 9, 2024

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**By:** _____
**Jill Assad, President**

**By:** _____
**Mary Ortner, Secretary**

**STATE OF NEW MEXICO )**
**COUNTY OF Torrance ) ss.**

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**My Commission Expires:** 9/8/2028.

PAULA SHERMAN
Notary Public
State of New Mexico
Comm. # 1130518
My Comm. Exp. Sep 8, 2028

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**Policy I - Storage of Trailers, Campers and Recreational Vehicles on a Homestead**

Purpose: The purpose of this policy is to set forth the requirements for owners to store Trailers, Campers and Recreational Vehicles on a Homestead.

Policy:

Equipment Storage: Any Owner wishing to store any Trailers, Campers, and/or Recreational Vehicles (..Equipment") on his/her homestead shall take reasonable steps to ensure that the Equipment is as concealed from view of other owners after taking into consideration the geophysical conditions of the Owner's homestead.

Owner's Responsibility: Any Owner wishing to store any Equipment on his/her Homestead shall take reasonable steps to ensure that the Equipment is not visible to other Owners either from their respective Homesteads or from the road. Such steps include, without limitation, concealing the Equipment in a structure or behind structures or trees, and/or covering the Equipment with a storage cover that is similar in color to the surroundings.

Definitions:

> “Trailers, Campers, and Recreational Vehicles" are vehicles that are intended by the manufacturer to be occupied overnight.

Violations:

Any Violation of this Policy shall be governed by Policy F - Covenant Violation Enforcement and in addition punishable by fines of up to $150 per day.

**RECORDING REQUESTED BY,**
**AND WHEN RECORDED RETURN TO:**

Deer Canyon Preserve Homeowners' Association
c/o Jill Assad
PO Box 721
Mountainair, NM 87036

Space above this line for
use by County Clerk

# DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION

## POLICES AND PROCEDURES AS OF SEPTEMBER 9, 2024

## OF

## DEER CANYON HOMEOWNERS' ASSOCIATION

(A New Mexico Nonprofit Corporation)

## TORRANCE COUNTY, NEW MEXICO

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All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase III as recorded in the office of the Clerk of Torrance County, New Mexico on August 22, 2007 at Plat Record F, page 48, Reception 2073853, TOGETHER WITH all roadways described by courses and distances on such plat, including all amendments thereto;

Meaning to incorporate any and all property in the Planned Area Development known as "Deer Canyon Preserve" in Torrance County, New Mexico.

## DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION
## POLICIES AND PROCEDURES AS OF SEPTEMBER 9, 2024

WHEREAS, the Deer Canyon Homeowners' Association Inc. ("Association") has authority pursuant to Article I of the By-Laws of Deer Canyon Preserve Homeowners Association and Section 9B of the Covenants and Grant of Easements for Deer Canyon Preserve (the "Covenants") "to have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, rules, regulations, standards, liens or charges now or thereafter imposed under the provisions of the Declaration";

WHEREAS, the Board of Directors of the Association ("Board") finds there is a need to: (i) set forth in writing those policies and procedures that have been developed over time by this and previous Boards of Directors; and (ii) establish certain other policies and procedures for the interpretation and enforcement of the Covenants.

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   D. Building, Improving and Other Modifications of Homesteads

   E. Building Envelope Lockdown Agreement Adjustment

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   I. Storage of Trailers, Campers and Recreational Vehicles on a Homestead

   J. Gate Codes and Gate Fobs

   K. The Burning of Slash, Tumbleweeds and other Vegetation

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   M. Deer Canyon Trail - South Emergency Exit Access to Phase III

   N. Operation of Chainsaws in Drought Conditions

   O. Weed Control/Mowing Outside Designated Building Envelope

2. Any notice or information that is to be provided in writing by the Board to any owner under any Policy shall be sent to such owner by either U.S. Mail or email or both, at the election of the Board.

3. Defined terms in one Policy shall apply to all other Policies. All terms not otherwise defined in the Policies shall have the meaning as set forth in the Consolidated Declaration of Protective Covenants and Grant of Easements for Deer Canyon Preserve, Torrance County, New Mexico dated as of October 14, 2019.

4. The Board may, from time to time and at its sole discretion, amend, delete or add to the foregoing Policies ("Changes") with such Changes being enforced on a prospective basis and upon notice to all Owners. For purposes of these Policies and any Changes thereto, notice shall be sufficient when any such Changes are posted to the Deer Canyon Preserve HOA website (www.dcphoa.org).

This is to certify that the foregoing Deer Canyon Preserve Homeowners' Association Policies and Procedures as are described above and in the exhibits attached hereto and made a part hereof all as are attached hereto have been adopted by a majority vote of the Board of Directors at its meeting duly called and held on September 9, 2024 and shall be effective immediately.

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**By:** _____
**Jill Assad, President**

**By:** _____
**Mary Ortner, Secretary**

**STATE OF NEW MEXICO )**
**COUNTY OF Torrance ) ss.**

**The foregoing Policies And Procedures As Of September 9, 2024 was acknowledged before me on this 14th day of January, 2025, by Jill Assad, President of Deer Canyon Preserve Homeowners' Association.**

**My Commission Expires:** 9/8/2028.

PAULA SHERMAN
Notary Public
State of New Mexico
Comm. # 1130518
My Comm. Exp. Sep 8, 2028

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**Policy J - Gate Codes and Remote Key Fobs**

**Purpose:** The purpose of this policy is to set forth the procedures for Owners to obtain Gate Codes and Remote Key Fobs ("Fob" or "Fobs") and the obligations associated with such.

**Policy:** All Owners shall receive an entry code ("Entry Code") that is unique to that Owner to open the main gates to DCP and all Owners who reside either full or part-time within Deer Canyon Preserve ("Resident Owners") may receive: (i) one or more Fobs for use in opening the main gate; and (ii) a unique directory code ("Directory Code") so that visitors and vendors may call a Resident Owner from the main gate kiosk to request entry into DCP all of which are subject to this Policy.

Owner Responsibility

Gate Codes: Each owner shall be assigned a unique Entry Code for use in activating the main gate so as to allow the Owner to enter DCP at any time day or night. A separate Entry Code may be issued to Owners for purposes of entering DCP via the east gate as determined by the Board from time to time. **Such Entry Codes are not to be disclosed by the Owner to any other party except by written authorization from either the President of the HOA or the Chair of the Road Committee.**

Each Resident Owner shall be assigned a Directory Code so as to allow a visitor or vendor to call the Resident Owner by using the call system in the main entry gate kiosk. In the event that an Owner requires a unique Entry Code for a contractor and/or vendor, including realtors, on a more permanent basis, the Owner shall work with the Chair of the Road Committee or the President of the HOA to secure such code at least 72 hours prior to the date on which the vendor or contractor requires access.

In the event that it is discovered that an Owner has shared his/her Entry Code with a third party for any reason without the consent of either the Chair of the Road Committee or the President of the HOA, such shall be considered a violation of this Policy. For the first offense, the offending Owner shall be assessed a fine of fifty dollars ($50.00). All additional violations shall be governed by Policy F – Covenant Enforcement Policy. In addition to the application of Policy F, the Entry Code that was improperly disclosed will be disabled and a new Entry Code will be issued to the Owner within ten (10) business days following the original Entry Code being disabled. In the event of a second violation of this policy is committed by a Resident Owner, the Entry Codes for each member of the family will be permanently disabled and the Resident Owner will be required to rely on the Fobs assigned to them to open the main entry gate In the event that the second violation is committed by an Owner who is not a Resident Owner, then, in addition to the application of Policy F, such Owner's code shall be disabled for a period of time to be determined by the Board.

Approved: July 2024

Fobs Each Resident Owner shall be entitled to up to two (2) Fobs with the initial issuance of the two (2) Fobs at no cost to the Resident Owner. The Resident Owner shall be billed the sum of $40 per Fob for any number of Fobs in excess of two (2) or for any replacement Fobs or such other amount as may be determined by the Board based on the cost to the HOA of such Fobs. In no event shall any Resident Owner have assigned the greater of two (2) Fobs or the number of adult residents in that household who have their own vehicles. In no event shall a Resident Owner provide any other party with a Fob that has been assigned to that Resident Owner without the express written consent of either the Chair of the Road Committee or the President of the HOA. In the event that a Resident Owner provides his or her Fob to another party without the express written consent of the Chair of the Road Committee or the President of the HOA, then upon discovery by the Board or the Chair of the Road Committee, such Fob shall be disabled and the Resident Owner shall be billed for and shall remit the current cost of the Fob to the Board, unless such Fob is immediately returned to the Chair of the Road Committee. The only exception to this rule is when a Resident Owner sells his/her DCP residence and provides the Fob(s) to the buyer of the property. Further, the Board may assess a fine to the Resident Owner as provided for under Policy F.

Violations Any Violation of this Policy shall be governed by this Policy and by Policy F - Covenant Violation Enforcement.

**RECORDING REQUESTED BY,**
**AND WHEN RECORDED RETURN TO:**

Deer Canyon Preserve Homeowners' Association
c/o Jill Assad
PO Box 721
Mountainair, NM 87036

Space above this line for
use by County Clerk

# DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION

## POLICES AND PROCEDURES AS OF SEPTEMBER 9, 2024

## OF

## DEER CANYON HOMEOWNERS' ASSOCIATION

(A New Mexico Nonprofit Corporation)

## TORRANCE COUNTY, NEW MEXICO

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## LEGAL DESCRIPTION OF PROPERTY

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All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase III as recorded in the office of the Clerk of Torrance County, New Mexico on August 22, 2007 at Plat Record F, page 48, Reception 2073853, TOGETHER WITH all roadways described by courses and distances on such plat, including all amendments thereto;

Meaning to incorporate any and all property in the Planned Area Development known as "Deer Canyon Preserve" in Torrance County, New Mexico.

# DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION
## Policy K - Driving on Driveways with Vegetation, Camping and Open Fires

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**
**POLICIES AND PROCEDURES AS OF SEPTEMBER 9, 2024**

WHEREAS, the Deer Canyon Homeowners' Association Inc. ("Association") has authority pursuant to Article I of the By-Laws of Deer Canyon Preserve Homeowners Association and Section 9B of the Covenants and Grant of Easements for Deer Canyon Preserve (the "Covenants") "to have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, rules, regulations, standards, liens or charges now or thereafter imposed under the provisions of the Declaration";

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1. Policies: The following is a listing of the Policies in force as of the date hereof:

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   M. Deer Canyon Trail - South Emergency Exit Access to Phase III

   N. Operation of Chainsaws in Drought Conditions

   O. Weed Control/Mowing Outside Designated Building Envelope

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3. Defined terms in one Policy shall apply to all other Policies. All terms not otherwise defined in the Policies shall have the meaning as set forth in the Consolidated Declaration of Protective Covenants and Grant of Easements for Deer Canyon Preserve, Torrance County, New Mexico dated as of October 14, 2019.

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**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**By:** _____
**Jill Assad, President**

**By:** _____
**Mary Ortner, Secretary**

**STATE OF NEW MEXICO )**
**COUNTY OF Torrance ) ss.**

**The foregoing Policies And Procedures As Of September 9, 2024 was acknowledged before me on this 14th day of January, 2025, by Jill Assad, President of Deer Canyon Preserve Homeowners' Association.**

**My Commission Expires:** 9/8/2028.

PAULA SHERMAN
Notary Public
State of New Mexico
Comm. # 1130518
My Comm. Exp. Sep 8, 2028

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**Policy K - Driving on Driveways with Vegetation, Camping and Open Fires**

Purpose: The purpose of this policy is to set forth the prohibitions of Owners and their guests and vendors from driving on driveways, parking in areas with Vegetation, and having Open Fires.

Policy:

Owner Responsibility: Owners have a responsibility to prevent wildfires in DCP and, therefore, Owners and their guests and vendors are to refrain from driving and parking on driveways and portions of roads that have Vegetation as the heat from the exhaust and/or catalytic converters can, at times, be sufficiently hot enough to ignite the Vegetation.

The Board and/or Road Committee may place tree branches or other barriers across driveways where the Vegetation is a fire hazard for driving and parking and driving and parking are strictly prohibited on those driveways. An Owner may remove the barricade only upon having the driveway mowed or Vegetation removed. It should be noted that driveways having Vegetation may not be blocked, but if there is Vegetation, the driveway may not be used until the Vegetation is mowed or removed.

Open Fires are strictly prohibited throughout DCP. This includes the use of fire pits and fire rings and similar devices. Firepits, even with mesh covers on them, are prohibited. Outdoor fireplaces (kivas and chimeneas) are permitted ONLY IF spark arrestors are installed in or on the chimney section.

Definitions:

"Open Fires" means any fire that is not contained on at least 3 sides and any fireplace where the chimney does not have a spark arrestor. Campfires, and fire in fire pits whether or not covered with a mesh cover, are considered as open fires.

"Vegetation" means (for purposes of this Policy) tumbleweeds and other plants that are one foot in height or taller.

Violations:

Any Violation of this Policy shall be governed by Policy F - Covenant Violation Enforcement and in addition subject to a fine of not more than $1,000 per Violation.

**RECORDING REQUESTED BY,**
**AND WHEN RECORDED RETURN TO:**

Deer Canyon Preserve Homeowners' Association
c/o Jill Assad
PO Box 721
Mountainair, NM 87036

Space above this line for
use by County Clerk

# DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION

## POLICES AND PROCEDURES AS OF SEPTEMBER 9, 2024

## OF

## DEER CANYON HOMEOWNERS' ASSOCIATION

(A New Mexico Nonprofit Corporation)

## TORRANCE COUNTY, NEW MEXICO

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Meaning to incorporate any and all property in the Planned Area Development known as "Deer Canyon Preserve" in Torrance County, New Mexico.

## DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION
## POLICIES AND PROCEDURES AS OF SEPTEMBER 9, 2024

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   M. Deer Canyon Trail - South Emergency Exit Access to Phase III

   N. Operation of Chainsaws in Drought Conditions

   O. Weed Control/Mowing Outside Designated Building Envelope

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**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**By:** _____
**Jill Assad, President**

**By:** _____
**Mary Ortner, Secretary**

**STATE OF NEW MEXICO )**
**COUNTY OF Torrance ) ss.**

**The foregoing Policies And Procedures As Of September 9, 2024 was acknowledged before me on this 14th day of January, 2025, by Jill Assad, President of Deer Canyon Preserve Homeowners' Association.**

**My Commission Expires:** 9/8/2028.

PAULA SHERMAN
Notary Public
State of New Mexico
Comm. # 1130518
My Comm. Exp. Sep 8, 2028

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**Policy L • Deer Canyon Trail • South Emergency Exit Access to Phase III**

Purpose: The purpose of this policy is to set forth the circumstances under which Owners may drive beyond the gate on the Phase 3 portion of south Deer Canyon Trail.

Policy: The portion of south Deer Canyon Trail ("South DCT) that is beyond the gate that has been installed in Phase III is to be used only as emergency exit. At no time is any Owner, other than those designated by the Board, to drive his/her vehicle beyond the gate. Such action is dangerous for the Owner and may create a significant fire hazard.

In the event South DCT is the emergency evacuation route for some or all Owners, a CodeRed Emergency Notification will be issued advising of the need to evacuate, the applicable route and the combination to the gate lock. The evacuation will be managed by the Board, the Safety Committee, local first responders, or their designees. Only vehicles having both high clearance and 4-wheel / all wheel drive will be permitted to traverse South DCT. To the extent an Owner does not have an appropriate vehicle, he or she will be required to abandon the vehicle and ride with other Owners. No exception will be made.

Definitions:

> “CodeRed" is the emergency notification system that is used to provide emergency and other important information and notices to Owners.

Violations: Any Violation of this Policy shall be governed by Policy F - Covenant Violation Enforcement and in addition subject to a fine of up to $1,000 per Violation generally, and $2,500 per Violation in an emergency situation.

**RECORDING REQUESTED BY,**
**AND WHEN RECORDED RETURN TO:**

Deer Canyon Preserve Homeowners' Association
c/o Jill Assad
PO Box 721
Mountainair, NM 87036

Space above this line for
use by County Clerk

# DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION

## POLICES AND PROCEDURES AS OF SEPTEMBER 9, 2024

## OF

## DEER CANYON HOMEOWNERS' ASSOCIATION

(A New Mexico Nonprofit Corporation)

## TORRANCE COUNTY, NEW MEXICO

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# DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION
## Policy M - Burning of Slash, Tumbleweeds and other Vegetation

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**
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**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**By:** _____
**Jill Assad, President**

**By:** _____
**Mary Ortner, Secretary**

**STATE OF NEW MEXICO )**
**COUNTY OF Torrance ) ss.**

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**My Commission Expires:** 9/8/2028.

PAULA SHERMAN
Notary Public
State of New Mexico
Comm. # 1130518
My Comm. Exp. Sep 8, 2028

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**Policy M - Burning of Slash, Tumbleweeds and other Vegetation**

Purpose: The purpose of this policy is to set forth the conditions and procedures to permit Owners to bum slash, tumbleweeds and other vegetation ("Vegetation") on the Owner's Homestead

Policy: Subject to this Policy, an Owner may bum Vegetation on the Owner's Homestead only upon full compliance with local, county and state ordinances (the "Law") and upon three (3) days prior written notice to the Board.

Owner's Responsibility: While discouraged due to the risk of wildfire, an Owner may bum Vegetation on his/her Homestead on any day in which a Red Flag Warning has not been issued prohibiting outdoor fires and burning are not permitted and then only upon the Owner's complete compliance with all local, county and state ordinances, including without limitation, all provisions regarding notice and consent and upon at least three (3) days prior written notice to the Board advising of the Owner's intent to bum. The Owner is encouraged to notify his/her neighbors that are within one mile of his/her Homestead of his/her intent to bum vegetation under this Policy.

The Owner shall be strictly liable to the Association and to each and every Owner for any damage incurred as a result of such activity regardless of whether the Owner complied with all state and local laws and regulations.

Definitions:

"Red Flag Warning" means a warning issued by the National Weather Service, which means that current conditions (wind, humidity and fuel moisture) are ideal for wildfire ignition and propagation.

Violations:

Any Violation of this Policy shall be governed by Policy F - Covenant Violation Enforcement.

**RECORDING REQUESTED BY,**
**AND WHEN RECORDED RETURN TO:**

Deer Canyon Preserve Homeowners' Association
c/o Jill Assad
PO Box 721
Mountainair, NM 87036

Space above this line for
use by County Clerk

# DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION

# POLICES AND PROCEDURES AS OF SEPTEMBER 9, 2024

# OF

# DEER CANYON HOMEOWNERS' ASSOCIATION

(A New Mexico Nonprofit Corporation)

# TORRANCE COUNTY, NEW MEXICO

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## LEGAL DESCRIPTION OF PROPERTY

That certain real property located in Torrance County, New Mexico, as follows:

All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase I as recorded in the office of the Clerk of Torrance County, New Mexico on October 1, 2002 at Plat Record E1, Page 136, Reception 2024754, as amended by those amended plats recorded December 2, 2002 at Plat Record El, Page 144, Reception No. 2025848, and October 5, 2005 at Plat Record El, Page 304; and

All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase II as recorded in the office of the Clerk of Torrance County, New Mexico on May 15, 2006 at Plat Record E, Page 351, Reception 2062243, TOGETHER WITH those parcels identified as "Open Space No. I," "Open Space No. 2," "Open Space No. 7," and "Ruin," and all roadways described by courses and distances on the Phase II Plat, including all amendments thereto; and

All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase III as recorded in the office of the Clerk of Torrance County, New Mexico on August 22, 2007 at Plat Record F, page 48, Reception 2073853, TOGETHER WITH all roadways described by courses and distances on such plat, including all amendments thereto;

Meaning to incorporate any and all property in the Planned Area Development known as "Deer Canyon Preserve" in Torrance County, New Mexico.

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**
**POLICIES AND PROCEDURES AS OF SEPTEMBER 9, 2024**

WHEREAS, the Deer Canyon Homeowners' Association Inc. ("Association") has authority pursuant to Article I of the By-Laws of Deer Canyon Preserve Homeowners Association and Section 9B of the Covenants and Grant of Easements for Deer Canyon Preserve (the "Covenants") "to have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, rules, regulations, standards, liens or charges now or thereafter imposed under the provisions of the Declaration";

WHEREAS, the Board of Directors of the Association ("Board") finds there is a need to: (i) set forth in writing those policies and procedures that have been developed over time by this and previous Boards of Directors; and (ii) establish certain other policies and procedures for the interpretation and enforcement of the Covenants.

NOW THEREFORE, IT IS RESOLVED that the following policies and procedures are established for the interpretation and enforcement of the Covenants. The following policies and procedures are collectively referred to herein as "Policies."

1. Policies: The following is a listing of the Policies in force as of the date hereof:

   A. Assessments, Collections and Enforcement

   B. Driveway Maintenance and Water Runoff Control

   C. Maintenance of Owner's Current Contact Information

   D. Building, Improving and Other Modifications of Homesteads

   E. Building Envelope Lockdown Agreement Adjustment

   F. Covenant Enforcement by the Board (Note: includes the assessment of penalties that are not specifically addressed in the covenants.)

   G. Abridged Covenant Enforcement Procedure by Owner Against Another Owner

   H. Use by Owners of Preserve Center Clubhouse and Equestrian Center

   I. Storage of Trailers, Campers and Recreational Vehicles on a Homestead

   J. Gate Codes and Gate Fobs

   K. The Burning of Slash, Tumbleweeds and other Vegetation

   L. Driving on driveways having weeds; camping on your property w/ fires, no firepits, etc.

   M. Deer Canyon Trail - South Emergency Exit Access to Phase III

   N. Operation of Chainsaws in Drought Conditions

   O. Weed Control/Mowing Outside Designated Building Envelope

2. Any notice or information that is to be provided in writing by the Board to any owner under any Policy shall be sent to such owner by either U.S. Mail or email or both, at the election of the Board.

3. Defined terms in one Policy shall apply to all other Policies. All terms not otherwise defined in the Policies shall have the meaning as set forth in the Consolidated Declaration of Protective Covenants and Grant of Easements for Deer Canyon Preserve, Torrance County, New Mexico dated as of October 14, 2019.

4. The Board may, from time to time and at its sole discretion, amend, delete or add to the foregoing Policies ("Changes") with such Changes being enforced on a prospective basis and upon notice to all Owners. For purposes of these Policies and any Changes thereto, notice shall be sufficient when any such Changes are posted to the Deer Canyon Preserve HOA website (www.dcphoa.org).

This is to certify that the foregoing Deer Canyon Preserve Homeowners' Association Policies and Procedures as are described above and in the exhibits attached hereto and made a part hereof all as are attached hereto have been adopted by a majority vote of the Board of Directors at its meeting duly called and held on September 9, 2024 and shall be effective immediately.

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**By:** _____
**Jill Assad, President**

**By:** _____
**Mary Ortner, Secretary**

**STATE OF NEW MEXICO )**
**COUNTY OF Torrance ) ss.**

**The foregoing Policies And Procedures As Of September 9, 2024 was acknowledged before me on this 14th day of January, 2025, by Jill Assad, President of Deer Canyon Preserve Homeowners' Association.**

**My Commission Expires:** 9/8/2028.

PAULA SHERMAN
Notary Public
State of New Mexico
Comm. # 1130518
My Comm. Exp. Sep 8, 2028

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**Policy N - Operation of Chainsaws in Drought Conditions**

Purpose: The purpose of this policy is to set forth the conditions under which the use of chainsaws will be limited or prohibited.

Policy: If the drought condition for Torrance County, as noted on the US Drought Monitor is:

- Either Extreme or Exceptional, chainsaw use is strictly prohibited.
- Chainsaw use will be permitted in Severe drought subject to the following conditions:
    - Chainsaw use will be limited to the morning hours, between 6:30 a.m. and 10 a.m.;
    - Contractors are required to have fire suppression tools such as sprayer packs with them;
    - The owner or contractor must actively monitor the site for three hours following the use of a chainsaw; and
    - Owners must notify the Board in advance of the date and time of chainsaw use, and confirm they have communicated the rules to the contractor.
- Abnormally Dry or Moderate, or if drought condition does not exist, chainsaw use is permitted without restriction.
- Owners should avoid chainsaw and chipper use on days in which a Red Flag Warning has been issued.

In the event that drought conditions change to the level that necessitates a change to the level of permitted use, the Board will issue a notice to Resident Owners advising of such.

Definitions:

"Red Flag Warning" means a warning issued by the National Weather Service, which means that current conditions (wind, humidity and fuel moisture) are ideal for wildfire ignition and propagation.

"U.S. Drought Monitor" is a map that released every Thursday, showing parts of the U.S. that are in drought. The map can be viewed at https://droughtmonitor.unl.edu/CurrentMap/StateDroughtMonitor.aspx?NM

Violations:

Any Violation of this Policy shall be governed by Policy F - Covenant Violation Enforcement and subject to a fine of not more than $1,000 per Violation.

**RECORDING REQUESTED BY,**
**AND WHEN RECORDED RETURN TO:**

Deer Canyon Preserve Homeowners' Association
c/o Jill Assad
PO Box 721
Mountainair, NM 87036

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use by County Clerk

# DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION

## POLICES AND PROCEDURES AS OF SEPTEMBER 9, 2024

## OF

## DEER CANYON HOMEOWNERS' ASSOCIATION

(A New Mexico Nonprofit Corporation)

## TORRANCE COUNTY, NEW MEXICO

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**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**
**POLICIES AND PROCEDURES AS OF SEPTEMBER 9, 2024**

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   G. Abridged Covenant Enforcement Procedure by Owner Against Another Owner

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   J. Gate Codes and Gate Fobs

   K. The Burning of Slash, Tumbleweeds and other Vegetation

   L. Driving on driveways having weeds; camping on your property w/ fires, no firepits, etc.

   M. Deer Canyon Trail - South Emergency Exit Access to Phase III

   N. Operation of Chainsaws in Drought Conditions

   O. Weed Control/Mowing Outside Designated Building Envelope

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4. The Board may, from time to time and at its sole discretion, amend, delete or add to the foregoing Policies ("Changes") with such Changes being enforced on a prospective basis and upon notice to all Owners. For purposes of these Policies and any Changes thereto, notice shall be sufficient when any such Changes are posted to the Deer Canyon Preserve HOA website (www.dcphoa.org).

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**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**By:** _____
**Jill Assad, President**

**By:** _____
**Mary Ortner, Secretary**

**STATE OF NEW MEXICO )**
**COUNTY OF Torrance ) ss.**

**The foregoing Policies And Procedures As Of September 9, 2024 was acknowledged before me on this 14th day of January, 2025, by Jill Assad, President of Deer Canyon Preserve Homeowners' Association.**

**My Commission Expires:** 9/8/2028.

PAULA SHERMAN
Notary Public
State of New Mexico
Comm. # 1130518
My Comm. Exp. Sep 8, 2028

**DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION**

**Policy O - Weed Control/Mowing Outside Designated Building Envelope**

Purpose: To set forth the requirements and procedures to permit mowing and or other methods outside the owner's Designated Building Envelope (DBE) to suppress noxious and/or invasive vegetation.

Policy: An Owner may mow or otherwise cut noxious weeds that exist outside the owner's DBE with the advisory consent of the Conservation Committee.

Rationale: Since mowing primarily addresses Issues of fire safety, weed and invasive species control, soil condition, and remediation of the Preserve lands, the Board decided on July 25, 2018 that henceforth mowing applications should be submitted to the Conservation Committee instead of to the Design Review Committee.

Owner's Responsibility: Design a plan for managing areas of grassland outside the DBE that includes the area to be managed, a time schedule (e. g. annually in mid-July, biannually in June and August, etc.) and methodology (e. g. mowing). Management should be limited to tall grass, tumbleweeds, snakeweed, and other invasive weeds. Submit written plan to the Conservation Committee Chair (emails accepted).

If the applicant's plan is approved, the approval will extend to future years for the same treatment of the same area. The applicant will only need to advise the Conservation Committee each year when the management will occur. An applicant will thereafter need to submit another plan only if the applicant intends to alter the technique, extent and/or timing to the management.

Definitions:

"Noxious weeds" and/or "Invasive plants" - vegetation that grows quickly and extensively such as tumbleweeds and snake weeds, typically outcompeting more desirable native species.

"Mowing" - use of a machine or device aimed at cutting grassland pasture.

Violations:

Any violation of this Policy shall be governed by Policy F - Covenant Violation Enforcement.