

**I. AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF
MAJESTIC SHADOWS, INC.**

Majestic Shadows, Inc, a non-profit corporation, is an Association of Homeowners, representing the properties bounded in the City of Las Cruces, County of Dona Ana, State of New Mexico as follows:

Tracts A & B of Majestic Shadow Subdivision duly designated on Plat 104 and filed with the Dona Ana County Clerk, New Mexico on April 27, 1982. Private streets designated as Majestic Shadow Way and Majestic Shadow Loop within Majestic Shadow Sub-division and filed with the Dona Ana County Clerk on April 27, 1982, pages 120-121.

This declaration of Covenants, Conditions, and Restrictions of Majestic Shadows, Inc., Homeowners Association is a revised version and supersedes the following:

Majestic Shadows, Inc., initial recording	April 28 1982, Book 160 pg 990
Majestic Shadows, Inc., second recording	April 19 2002, Book 333 pg 114-112
Majestic Shadows, Inc., third recording	July 16, 2020, Instrument #2016863

PREAMBLE - All the conditions, covenants, restrictions, and charges contained in this document run with the land. The covenants are to ensure community standards are maintained, to the protect the enjoyment of the community by all residents, to make the entire neighborhood a place where owners take pride in their property, and to protect home values.

ARTICLE 1. DEFINITIONS

Assessment--Fees collected by the Association for operating expenses or special projects.
Association--Majestic Shadows, Inc. Homeowners Association (HOA)
Board--the elected governing body of the Association
By-laws--rules by which the Association conducts business
Covenants-- conditions & restrictions that regulate the HOA and follow the Property
Common Area- tract(s) of land, including streets, within the Community maintained by the Association
Community--all 39 Units and real property within the boundaries of Majestic Shadows, Inc
Fiscal year--calendar year from January 1 to December 31
Governing Documents--Covenants, Bylaws and Community Rules
Member--synonymous with Owner
Neighborhood--All property within the HOA boundaries
Occupant-- owner, resident, guest, tenant residing on the property
Owner—Person or Entity of record holding title to the property
Property--the parcel of land situated within the boundaries of Majestic Shadows HOA
Policy--written guidelines relating to Governing Documents
Residence--dwelling, structure situated on a lot within the boundaries of Majestic Shadows HOA



ARTICLE 2. PROPERTY RIGHTS

2.1 General Easement

- A. Every home owner shall have an individual right and easement in and to the Common Areas and easement over and across the private roads, which shall pass with the title to each property.
- B. Public and private utilities conducting and performing any function or repair, such as but not limited to water sewer gas and electrical.
- C. Public or private utilities installation or repair of service boxes, wires, conduits and fiber -optics for electronic transmission--ie: telephone, cable, satellite. etc.
- D. Emergency vehicles including, police, fire protection and medical services in the performance of their public duties within the Community.

2.2 Common property – No one may use commonly held Association property for personal use.

2.3 Repair and Patio Easements--The uncommon design of the community and close proximity of residences place additional obligations upon owners in regards to access for repair by the Owner and for private enjoyment of the yard by the Adjacent Property Owner.

- A. Each residence contains one windowless exterior wall that faces an adjacent lot. Two units are exceptions because those walls face the southern-most common area.
- B. The property line of each residence may extend into the neighboring adjacent lot by several feet. This parcel or area has been termed a patio, repair or utility easement on various sources. This parcel of land which runs from the exterior wall to the adjacent property line is a perpetual, exclusive **patio easement** for the benefit of the Owner of the Adjacent Lot.
 - 1. The Owner of the exterior wall is required to take appropriate measures necessary to protect the Adjacent Owner's property from environmental damage and is prohibited from any action that may interfere with the Adjacent Owner's privacy or visual enjoyment of their patio easement space. The Owner must not attach anything to the wall, or paint in any other than approved colors, and must not alter the appearance of the wall in any way.
 - 2. The Owner of the adjacent property must avoid any action which shall in any way restrict the repair or maintenance of the exterior wall by its Owner. This would include, but is not limited to: attaching objects to the wall, defacing the wall in any manner, using the wall as a playing surface for sport, installing landscaping that may ultimately damage the wall or foundation.
 - 3. The **repair easement** allows the Owner of the exterior wall the right to enter the adjacent property as is necessary to repair, restore, and maintain the wall—such as patching stucco, paint in an approved color, gutter repair, pest control, etc. Reasonable access must be made with prior notification and permission of the Adjacent Property Owner.
- C. Per the design of the Community, six residences are exceptions. For two residences on Majestic Ridge and two residences on Majestic Shadow Way, their repair easements adjoin one another. The repair easements of two residences on the southwest corner of Majestic Shadow Loop border the Common Area. See Plat Plan for further clarification.

ARTICLE 3. MEMBERSHIP & VOTING RIGHT

3.1 Membership - Each homeowner immediately upon acquiring an interest in a home shall become a member of the homeowner's association, Majestic Shadows, Inc. hereinafter referred to as the HOA or the Association. The Association shall be governed by the Covenants, Bylaws, and Community Rules incorporated herein and in accordance with the laws of the state of New Mexico for non-profit corporations and New Mexico Homeowners Association Act.

3.2 Voting Right - Voting members will be owners of each property and are entitled to One vote per Residence owned in the Community.

ARTICLE 4. OBLIGATION & AUTHORITY OF THE ASSOCIATION

4.1 Board Obligations - The Board will conduct business on behalf of the Association except as may be limited by the Governing Documents. The Board, using sound discretion, will enforce the provisions of the Governing Documents for the benefit of all Owners. In addition to other duties addressed in the Bylaws, the Board must:

- A. Be familiar with all Governing Documents
- B. Maintain and enhance the Common Areas
- C. Purchase and retain a comprehensive public liability insurance policy and Directors/Officers liability insurance.
- D. Engage the services of a management company that is subject to the control and direction of the Board, if self-governance is impractical.
- E. Maintain all New Mexico laws, reports, financial requirements and tax returns.

ARTICLE 5. OBLIGATION OF ASSESSMENTS

5.1 Annual Assessments - Each owner of a residence within the Association, by acceptance of a deed, whether or not it is expressed in such deed, agrees to pay an annual fee or base assessment which will be determined, billed and collected by the Association at the beginning of the fiscal year. This annual fee, or base assessment, will be determined by the annual budget and approved at the annual meeting. The annual budget will reflect anticipated operational expenses common to all residents:

- A. maintenance and repair of, but not limited to, all common areas, the storm drainage pond, retaining rock walls, and light pole.
- B. administrative costs such as, but not limited to, utilities, insurance, County property taxes, management fees, state and federal tax returns, reserve funds and any filing fees and financial reviews as required by the State of New Mexico.

5.2 Assessments – Association fees shall be attached to each property equally.

5.3 Fee increases - The maximum annual or base assessment may be increased by 3% without a vote by the membership. Any increase beyond 3% will require a 2/3 majority of members voting in person or by

proxy, at the annual meeting. The Board, upon a comprehensive review may adjust the annual fees based on economic factors.

5.4 Special Assessments - Each owner is obliged to pay any Special Assessment or fee which may be levied by the Association for a capital improvement for that year only. Any Special Assessment would defray all or part of the cost of repair or reconstruction of any structure or surface in a Common Area. The Special Assessment will require 2/3 votes of members attending, in person or by proxy, at the Annual meeting or a special meeting called for this purpose.

5.5 Annual Fees - The Board of Directors will fix the Annual Fee amount in advance of each assessment period, preferably by the Annual Membership Meeting.

5.6 Assessment due dates - Billing will commence on the first day of January. Annual Fees are payable in full by March 31.

5.7 Assessment late fees - Any annual charge not paid by March 31 will accrue a 10% late fee. Monthly mailing fees will accrue every month the balance remains unpaid. If the Owner's account remains unpaid by October 31, the Association shall give the Owner a 30 day Notice of Intent to Lien on the property by certified mail.

5.8 Lien Authority – The Association has legal authority to place a lien on any property that has unpaid association assessments, fines, mailing fees, etc.

5.9 Owner obligations - An Owner may not waive or otherwise escape liability for these Annual charges.

ARTICLE 6. ARCHITECTURAL STANDARDS

The following guidelines and restrictions are applicable to construction, maintenance and improvements on all residential properties:

6.1 Preservation – Owners are to maintain their homes and grounds. Exterior house maintenance is critical to overall aesthetics and value of the neighborhood. Owners shall not allow their properties to fall into disrepair through neglect or deferred maintenance. Any home that shows signs of deterioration or storm damage shall be promptly repaired.

6.2 Approval – Prior written approval is required for all projects which alter the visible appearance of the Residence. Requests for approvals must be submitted by current electronic methods to the Board of Directors. No alteration may begin until plans and specifications showing the location and materials have been submitted to the Board. The Board will review the plans and notify the Owner with approval or conditions. If the Board does not respond to the submittal within 30 days, the Owner may commence with the changes.

6.3 Guidelines - Guidelines recommended by the Board of Directors are as follows:

- A. Changes to house colors shall be submitted to Board for approval.
- B. New fence construction approval must be obtained from the Board.
- C. Garage doors shall maintain the external integrity of house.

ARTICLE 7. MAINTENANCE & REPAIR

7.1 Landscaping - Each owner is required to maintain their yard in a neat and attractive manner. Yards should be free of weeds, rubbish, litter and debris. Shrubs must be trimmed not only for appearance but also not to obstruct the use of sidewalks. Dead trees and brush should be removed to reduce the risk of fire. Non-compliance is subject to warning and fine.

- A. Residences on Road Runner Circle and Majestic Ridge are responsible for landscape maintenance up to the curb, per City ordinance Chapter 32, Article iv, section 32-281-c1, Landscape in parkways, (area from sidewalk to curb) shall be maintained by the property owner.
- B. Owners of residences on Majestic Shadow Way are responsible for maintaining the area between the rock wall and the sidewalk.
- C. Owners of residences on Majestic Shadow Loop are responsible for maintaining the area up to the curb.
- D. All owners are required to keep their vegetation trimmed so as not to obstruct visibility of traffic or HOA signs, or line of sight for motorists.

7.2 Maintenance Notice – If an Owner of any residence within the Association fails to maintain their property satisfactorily, the Board of Directors shall give the Owner written notice advising the Owner of the defects and shall give the owner thirty (30) days in which to make the specified repairs and/or corrections. The notice shall also advise the Owner that at the end of 30 days, the Owner will have either made the required repairs or alterations or will have provided the Board with a reasonable explanation as to why such action has not been taken. In the case of an unsatisfactory response, the Board, in the name of the Association, reserves the right to give the Owner notice of violation and may be subject to fine.

7.3 Repairs – All exterior repairs shall be completed in a workmanlike manner and shall be uniform with the rest of the structure.

7.4 Biohazard clean-up—In the event that a biohazard cleanup is required at a property, arrangements for it must be made within 24 hours after discovery.

ARTICLE 8. RESTRICTIONS

8.1 Nuisances – All residents have a right to quiet enjoyment of their homes. No obnoxious or offensive activity shall be carried on in any property, nor shall anything be done which may become an annoyance or inconvenience to the neighborhood, nor shall any items or things be stored on any property which are obnoxious to the eye, which emit foul odors or which cause any noise that disturbs the peace, comfort and quiet enjoyment of the surrounding neighbors. No property shall be used as a dumping ground of any kind, nor used as a junk yard.

8.2 Temporary Structures - No temporary structure of any type or size shall be placed on any property and used at any time as a residence.

8.3 Signage - No signage of any character for display or public view will be permitted on any property or Common Area. Commercial signs reading For Sale or For Rent are the exception and limited to one per property.

8.4 Wells - No well for production of, or from which, there is produced water, oil, gas or any other mineral substance shall be dug or operated on any property.

8.5 Tanks - No tank for storage of fuel may be maintained above or below the surface of any property.

8.6 Animals - No wild animals, livestock, poultry or exotic pets of any kind shall be raised, bred or housed on any property. Dogs, cats, and other small household pets are acceptable provided they are properly cared for and not kept as breeding animals. Pets are subject to city ordinance, or any policy established by the Board and published in the Community Rules.

8.7 Parking - No parking is allowed on Majestic Shadow Loop and Majestic Shadow Way. The Community roads are private and do not meet the minimum standard width of 18 feet to safely allow on-street parking. The express purpose of this restriction is for Emergency Services access, and for ease of entrance and egress from all garages. Exceptions must be made for vehicles performing maintenance and repair on residences.

8.8 Vehicles

- A. Boats, campers, trailers, buses, motor homes, recreational vehicles, equipment, etc. stored on any property within the Community must be completely enclosed on at least three sides with the construction of the enclosure conforming to the architecture and design of the dwelling.
- B. Non-operable, derelict or abandoned vehicles, trailers, trailer homes, campers and other similar conveyances are not permitted to remain or be kept in any area of the Community.
- C. There shall be no repairs or restoration of any motor vehicle, trailer, etc. within the Community except wholly within a garage unless approved by the Board. Emergency repairs may be performed but only to the extent of enabling the vehicle to be removed.
- D. No vehicle that emits extraordinary levels of exhaust pollution or noise, as determined by the Board, shall be operated within the Community.
- E. Any vehicle, parked, abandoned, or inoperable occupying a space in Visitor parking for an extended period of time will have a warning posted on the vehicle and if not removed may be declared a public nuisance and subject to City ordinance Article II section 18:36-47.

8.9 Antennae & satellite dishes - The Board may adopt reasonable rules regulating the installation of antennae and satellite receiving mechanisms which should not be obtrusive above the roofline.

8.10 Energy systems - The Board may adopt reasonable rules regulating the installation of solar and or other energy collection or conservation systems.

8.11 Clotheslines, etc. - Clotheslines and other items stored on the property must be completely concealed.

8.12 Exterior lighting & surveillance - Any exterior lighting or surveillance equipment installed on any property must be of a controlled focus so as not to disturb the adjacent neighbors or interfere with their privacy.

8.13 Trash - All rubbish trash and garbage shall be regularly removed from each property and shall not be allowed to accumulate. Trash garbage and recycling and other waste material shall be kept in covered containers, except rubbish and large items scheduled for the City Grapppler. Discarded and or large gifted items may not be left out except for scheduled pickup. Trash and recycling containers should not be visible from neighboring properties except on collection days and shall be returned promptly according to rules set by the Board.

8.14 Rental property – An owner may rent their property on a long-term basis, provided the tenant's lease has the community rules attached to it. A tenant and owner signed copy of the community rules shall be delivered to the Board of directors.

- A. If the owner has employed a property manager, the owner shall provide the name and contact information of the property manager to the Association.
- B. The owner shall be responsible for correcting behavior of tenants that is out of compliance with community standards and may be subject to fines if violations continue after proper notice has been provided.

8.15 Short term rentals - To maintain the residential atmosphere of the Community, no property shall be converted to a short-term lease status, without the permission of the Association. A short-term rental period is 3 months or less.

ARTICLE 9. VIOLATIONS & COMPLIANCE

9.1 Violation - A violation of the Governing Documents shall be defined as a single act or omission occurring a single time or as a pattern over time. Any such violation shall be considered a nuisance and a detriment to the Association.

9.2 Compliance - The Board of Directors, for and on behalf of the Association, will enforce compliance with the Governing Documents through the adoption of fines.

- A. The Association may implement a schedule of reasonable monetary fines for violations that are common and recurring as defined in the Community Rules. When such a policy is adopted, the Board will distribute the schedule to the membership and levy the fines in accordance.
- B. When a fine is imposed the Board will notify the Owner in writing of the amount of the fine and the reason for the charge. The owner will have 10 days to request a hearing before the Board to have the matter reviewed. The Board must schedule a meeting within 20 days. If no hearing is requested the fine will remain effective against the owner's account and penalties may accrue.
- C. Fines must be paid within 30 days from the date of the notice.

ARTICLE 10. DISPUTES

In the event of a dispute between an Owner and the Association that is not resolved at a Board hearing, the parties shall attempt to resolve such a dispute by mediation before any formal action is initiated. Residents may refer to New Mexico Law SB150 enacted July 1 2019 Article 10 section (e) for guidance on dispute resolution.

ARTICLE 11. GENERAL PROVISIONS

11.1 Severability - Should any provision in this document be invalidated by judgement or court order, the remaining provisions will continue in full force and effect.

11.2 Covenant period - The Covenants and restrictions of this document shall be effective for twenty (20) years from the date this Declaration is recorded. After that time, they shall automatically extend every ten (10) years.

11.3 Amendments - The Covenants may be amended by an instrument approved at a special meeting or annual meeting by no less than 2/3 of the voting Membership, which constitutes 26 Owners. Any amendment must be recorded.

11.4 Contact information - All Owners are required to submit telephone contact information to be used in emergency situations. Email addresses may also be requested for the electronic transmission of HOA information and other items of importance to the general membership.

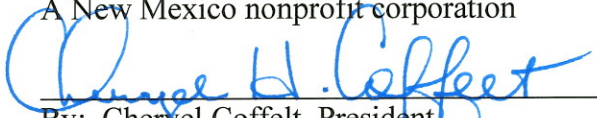
11.5 Enforcement - The Association or any Owner has the right to enforce, by any proceeding at law or in equity, all restrictions conditions, reservations, liens and charges now and hereafter imposed by the provisions of this document.

The Owners voted and approved the substantial changes to these Covenants December 8, 2024.

The undersigned members of the Board of Directors of the Association, Majestic Shadows, Inc., in witness whereof, set our hand and seal.

II. MAJESTIC SHADOWS, INC.

A New Mexico nonprofit corporation

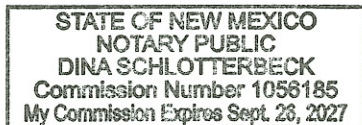

By: Cheryel Coffelt, President


By: Geraldine Gardner, Secretary

STATE OF NEW MEXICO
COUNTY OF DONA ANA

This instrument was acknowledged before me on Dec 27, 2024 by Cheryel Coffelt as President of Majestic Shadows, Inc, a New Mexico nonprofit corporation.

(Seal)

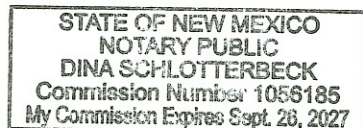



Notary Public

STATE OF NEW MEXICO
COUNTY OF DONA ANA

This instrument was acknowledged before me on Dec 27, 2024 by Geraldine Gardner, as Secretary of the Majestic Shadows, Inc., a New Mexico nonprofit corporation.

(Seal)




Notary Public