

BUTTERFIELD RIDGE II HOMEOWNERS ASSOCIATION (BR2HOA)

Community Documents



30 October 2021

The contents of this document consist of the By-laws, the Declaration of Protective Covenants, Conditions and Restrictions, and the Design Controls for the Butterfield Ridge II Subdivision in Las Cruces, New Mexico. These materials, along with some supplemental materials, have been combined as a single resource and titled "Butterfield Ridge II Homeowners Association (BR2HOA) Community Documents."

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CHANGE SUMMARY

This table presents the pertinent changes and updates from the BR2HOA Community Documents of 17 October 2017 to this present document. Minor corrections, typos, editorial updates, etc. from the 2017 version were implemented but are not reflected here.

No.	Reference	FROM	TO
1	Name change: title page, all page headers, internal references	Neighborhood Council; Council; BR2NC	Homeowners Association; Association; and BR2HOA, respectively
2	Part A, Article II; Association Meetings, Para 1	Text added	<i>"...Notice of the time, date and location of board meetings and drafts of any proposed policy resolutions shall be provided to lot owners at least forty-eight hours in advance electronically, by conspicuous posting, posting on the association's website or social media or by any other reasonable means as determined by the Board."</i>
3	Part A, Article IV, Board of Directors	Paragraph 3 added	<i>"The degree of care and loyalty required of a Board member is ordinary and reasonable care free from any undisclosed conflicts of interest."</i>
4	Part A, Article IV, Board of Directors	Paragraph added on <i>Board Member Certification</i>	Paragraph adds the requirements for Board Certification and retention of certification records
5	Part A, Article VII, Officers of the Board of Directors	Para 4 (Treasurer) - text added	<i>"...shall ensure all federal and state taxes and fees are paid in a timely manner, ...(which may also include registering as the Designated Agent for the Association with the NM Secretary of State)."</i>
6	Part A, Article VIII, Accounting	Paragraph added	<i>"Financial Oversight. At least every three years, the board shall provide for a financial audit, review or compilation of the association's records in accordance with generally accepted accounting principles by an independent certified public accountant and shall provide that the cost thereof be assessed as a common expense. The audit, review or compilation shall be made available to lot owners within thirty calendar days of its completion."</i>

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No.	Reference	FROM	TO
7	Part A, Article XII, Official Records Retention	Added: Article XII – Official Records and Records Retention	<i>"BR2HOA official financial and other records shall be posted to an electronic repository readily accessible by Association members. These type data are listed in Appendix A: Official Association Records. These official BR2HOA records shall be retained for at least five (5) years/"</i>
8	Part A, Article XIII, Constructive Notice and Delivery	Added: Article XIII – Constructive Notice and Delivery	<i>"Posting of any official Association correspondence, announcements, meeting results, deliveries required by the NM HOA law, etc. to the BR2HOA.com website shall be considered constructive notice and delivery of those materials to all members. Additional notice via email or USPS may be provided as a courtesy. If sent by USPS mail to members without email or computer access, the notice shall be deemed to be delivered when addressed to a lot owner at the address as it appears in the association's records and deposited in the United States mail, postage prepaid."</i>
9	Part B, Declarations, Article V General Restrictions	Added: Sub-para 14 Renting or Leasing of Residences	<i>"BR2HOA residential property owners shall rent or lease their residences to single families only and for terms of not less than six months with no sub-leasing permitted."</i>
10	Part B, Declarations, Article V General Restrictions	Added: Sub-para 15 Business Use of Residences	<i>"Business use of BR2HOA residences is prohibited without the written permission of the Board of Directors. Such permission may be revoked for cause in the judgment of the Board."</i>
11	Appendices	Added: Appendix A, Official Association Records	This added Appendix lists the types of data to be retained by the BR2HOA and the period of retention for those records. This appendix includes the "Declarations" required by NM HOA law.

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GENERAL

The Butterfield Ridge II Subdivision plat was recorded in the real property records of Dona Ana County, New Mexico, the 18th day of December, 1995, in Plat Records Book 18, pages 383-385. The original Covenants, Conditions, and Restrictions (CCRs) pertinent to this subdivision were recorded in the Dona Ana real property records on 19 December, 1995. Subsequent official revisions to the CCRs were enacted by the Butterfield Ridge II Neighborhood Council (BR2NC) in accordance with the Butterfield Ridge II Articles of Incorporation and associated By-laws and recorded as a matter of public record. Those CCRs, together with the By-laws, and the Design Controls were subsequently combined into a single document, the Butterfield Ridge II Governing Document of 12 October 2016.

At the 2017 BR2NC Annual Meeting, a number of changes and updates to the 2016 *Governing Document* were voted and approved and those changes and updates were incorporated into the *Butterfield Ridge II Community Documents* of 17 October, 2017 which was duly recorded and made a matter of public record.

At the 2019 BR2NC Annual Meeting, items the following items in the above change matrix were voted and approved:

- Item #1: our name “Butterfield Ridge II Neighborhood Council” (BR2NC) was redesignated as the “Butterfield Ridge II Homeowners Association” (BR2HOA)
- Items # 10 and 11: limited the rental or business use of BR2 properties.

The remaining items in our above Change Summary matrix were voted and approved at our 2021 Annual HOA Meeting. The majority of these remaining updates were to bring our Community Documents into conformance with the 2019 changes to the New Mexico Homeowners Association law.

This 30 October 2021 update to our Community Documents supersedes and replaces all previous versions including any and all earlier amendments.

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PART A, BY-LAWS OF THE BUTTERFIELD RIDGE II HOMEOWNERS ASSOCIATION, INC.

ARTICLE I - IDENTITY

These are the By-Laws of the Butterfield Ridge II Homeowners Association (BR2HOA). Membership of the Association shall be the record title owners of all lots within Butterfield Ridge II, a subdivision located in Dona Ana County, New Mexico.

ARTICLE II – HOMEOWNERS ASSOCIATION MEETINGS

Association Meetings shall be held as follows:

1. All Members shall be notified in writing of the time and place of any Association Meeting. Said notice to be sent to Members not less than fifteen days and not more than thirty days prior to the meeting. Notice of the time, date and location of Board meetings and drafts of any proposed policy resolutions shall be provided to lot owners at least forty-eight hours in advance electronically, by conspicuous posting, posting on the association's website or social media or by any other reasonable means as determined by the Board (see Part A, Article XIII Constructive Notice and Delivery).
2. The Annual Association Meeting shall be held in October of each year for the purpose of electing Directors and transacting any business authorized by the Members.
3. A Special Association Meeting shall be held whenever called by the President of the Board of Directors or a majority of the Board of Directors, or whenever requested in writing by a total of one-third of the Members.
4. A quorum for Association meetings shall consist of at least one-half of the total number of lots represented by voting members physically present plus the number of valid proxies submitted. If an Association Meeting cannot be held because a quorum has not been established, the Members who are present shall adjourn the meeting for at least fifteen days, whereupon a subsequent Association meeting will be scheduled pursuant to Paragraph 1 above. A quorum at the subsequent Association Meeting shall consist of one-quarter of the total number of Members and valid proxies submitted.
5. Votes by proxy shall be recognized only when the proxy is signed by the record owner of a lot or by the owner's designated representative.
6. Challenges to Association meeting quorums or meeting results must be submitted in writing, along with supporting rationale, to the Board President within 30 calendar days after the release of the draft meeting minutes.

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ARTICLE III - VOTING

7. Association Members holding an interest in any one lot shall collectively be entitled to one vote for each lot. The vote for each lot shall be exercised by the owners thereof as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. Should lot owners not be able to form a consensus on any particular vote, the vote for that lot shall be considered an abstention.

ARTICLE IV - BOARD OF DIRECTORS.

The business of the Association shall be managed by a Board of Directors as follows:

1. The Board of Directors shall consist of not less than three and not more than five Directors elected by and from among the Association Membership. The exact number shall be an odd number and shall be determined by the Members at the time of the election of the Directors.
2. Election of Directors shall be conducted at each Annual Association Meeting. Nominations for Directors shall be made from the floor. The elections shall be by a plurality of votes cast, each person voting being entitled to cast his or her votes for each of as many nominees as there are vacancies to be filled.
3. The degree of care and loyalty required of a Board member is ordinary and reasonable care free from any undisclosed conflicts of interest.
4. Any Director may be removed by concurrence of two-thirds of the votes of all of the Members at a Special Association Meeting called for that purpose. The vacancy in the Board so created shall be filled by the Members at the same meeting.
5. Except as to vacancies created by removal of Directors by the Members, vacancies in the Board occurring between Annual Association Meetings shall be filled by the remaining Directors.
6. Each Director shall be elected for a term of two years with terms staggered so that no more than three Board members are up for election in any given year.

Board Member Certification. Within ninety (90) days after being elected to the Board, each Board member shall certify in writing to the secretary of the association that the member:

- a) Has read the Community Documents;
- b) Will work to uphold the Community Documents and policies to the best of the member's ability;
and
- c) Will faithfully discharge the member's duties to the association.

A board member who does not file such required written certification shall be suspended from the Board until the member complies with this requirement.

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The association shall retain all board members written certifications and make them available for inspection by lot owners for five years.

ARTICLE V - DIRECTORS MEETINGS.

The Directors shall hold meetings as follows:

1. Regular Meetings of the Board of Directors may be scheduled as shall be determined, from time to time, by a majority of Directors. Notice of Regular Meetings shall be given to each Director, in a manner to be determined by the Board, at least three days prior to the date named for such a meeting.
2. Special Meetings of the Board of Directors may be called by the President or, through the Secretary, at the request of any Director. Notice of Special Meetings shall be given to each Director, in a manner to be determined by the Board, at least three days prior to the date named for such a meeting.
3. Any Director may waive notice of a meeting, and such waiver shall be deemed equivalent to the giving of notice.
4. A Quorum at a Directors' Meeting shall consist of a majority of the entire Board of Directors. If at any meeting less than a quorum is present, those Directors present may adjourn from time to time until a quorum is present. The acts approved by a majority of those present at a meeting for which there is a quorum shall constitute the acts of the Board of Directors.
5. The administrative procedures to be followed by the Board will be as deemed appropriate by each respective Board.

ARTICLE VI - POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

All of the powers and duties of the Butterfield Ridge II Homeowners Association that exist under these Community Documents of the Butterfield Ridge II Subdivision shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by the Association Membership when such approval is specifically required.

ARTICLE VII - OFFICERS OF THE BOARD OF DIRECTORS.

The Officers of the Board of Directors shall be as follows:

1. Officers of the Board of Directors for the next term shall be determined among the Board Members at the first Board meeting following the Annual Association meeting. The President for the current term shall preside over this meeting.
2. The President, shall be the chief executive officer of the Association and of the Board of Directors, and shall have all of the powers and duties that are normally vested in the office of President, including, but not limited to, the power to appoint committees from among the Association Members from time to time.

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3. The Secretary, shall be the recording officer of the Association and of the Board of Directors, shall attend to all necessary notices, shall keep the records of the Association and of the Board of Directors, and shall exercise the powers of the President in the absence of the President.
4. The Treasurer shall be the financial officer of the Association and of the Board of Directors, shall be in charge of the funds and expenditures of the Association, shall keep the financial books of the Association in good order, shall ensure all federal and state taxes and fees are paid in a timely manner, and shall perform all other duties related to the officer of Treasurer (which may also include registering as the Designated Agent for the Association with the NM Secretary of State).
5. Officers and Directors shall receive no compensation for the performance of their duties.

ARTICLE VIII - ACCOUNTING.

The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

1. "Current Expenses," shall include all funds and expenditures to be made within the fiscal year for which the funds are budgeted, including a reasonable allowance for contingencies. The Association's fiscal year shall be the calendar year. The balance in this fund at the end of each fiscal year shall be applied to reduce the assessments for current expenses for the succeeding year, applied to Reserves for Deferred Maintenance and Replacement, and/or Capital Improvements as the treasurer/board of directors deems appropriate.
2. "Reserve for Deferred Maintenance and Replacement," shall include funds for maintenance items that occur less frequently than annually, and funds for repair or replacement required because of damage, depreciation, or obsolescence.
3. "Capital Improvements," shall include the funds to be used for capital expenditures for additional improvements.

Financial Oversight. At least every three years, the Board shall provide for a financial audit, review or compilation of the Association's records in accordance with generally accepted accounting principles by an independent certified public accountant and shall provide that the cost thereof be assessed as a common expense. The results of the audit, review or compilation shall be made available to lot owners within thirty calendar days of its completion.

ARTICLE VIII - EXPENDITURES.

The expenditure of funds shall be determined as follows:

1. Budgets. The Board of Directors shall adopt a budget for each fiscal year that shall include the proposed assessments required to defray all of the expenses and costs of the accounts contained in Article VIII above. Copies of the budget and proposed assessments shall be

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transmitted to each Member prior to the Annual Association Meeting. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each Member within fifteen days of its adoption by the Board.

2. Limitations. No expenditure for any capital addition or improvement having a total cost in excess of \$1,000.00 shall be made without the prior approval of the Members at an Association Meeting called for that purpose.
3. Authority. Expenditure of funds from Association accounts shall be made only with Board approval. Disbursements may be made by automatic withdrawal (EFT or ACH) for routine expenses (insurance, electricity, telephone, property and income taxes for example); disbursements by check shall be signed by two persons so authorized by the Board of Directors.

ARTICLE IX - ASSESSMENTS.

Assessments shall be made as follows:

1. Assessments against each voting Member for each voting Member's share of the budget shall be made on or before December 1st for the calendar year to follow. Each voting Member's liability for the assessment shall commence upon the date of the Member's closing on the purchase of a lot in the Subdivision and shall be prorated for the initial year. The assessment shall be due and payable in full on January 1st of the year for which the assessment applies, or, in the case of a prorated assessment, within thirty days of the billing of the assessment. If the Board of Directors increases the assessment during the fiscal year because of a lack of funds to meet expenses, such additional assessment shall be due and payable in full within thirty days of the billing of the assessment. Any increase in assessment of more than twenty percent from one fiscal year to the next, or any additional assessment of more than twenty percent during the fiscal year, must be approved by a majority of Members present at an Association Meeting.
2. Since there are fifty-four lots in the Subdivision that shall be occupied by Members, each voting Member shall be assessed one-fifty-fourth of the total assessment for the Subdivision, except that a Member who owns more than one lot shall be assessed by a multiple equal to the number of lots owned by that Member.
3. If a Member is in default in the payment of an assessment or an additional assessment, the Board of Directors may, not less than fifteen days after the mailing of a notice to the Member by certified mail, declare such Member in default and take whatever measures it deems appropriate to collect the assessment or additional assessment.
4. All assessments or additional assessments shall be deposited by the Treasurer into an account or accounts at a bank to be designated from time to time by the Board of Directors.
5. Voting rights shall be suspended for any Member whose assessments are unpaid at the time of the meeting.

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ARTICLE X - BOARD OF DIRECTORS NOT LIABLE.

The Board of Directors, both as a group and individually, shall not be liable for damages to any owner(s) of land within the Butterfield Ridge II Subdivision, by reason of any action or failure to act. Any person(s) or company acquiring title to any lot in the Butterfield Ridge II Subdivision, does agree and covenant that he or she (they) or it will not bring any action or suit to recover damages against the Board of Directors, its members as individuals, or its advisors, employees, or agents.

ARTICLE XI - AMENDMENTS.

These By-Laws may be amended in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any Association Meeting at which a proposed amendment is to be considered.
2. A resolution to adopt a proposed amendment may be made by any voting Member. An amendment shall be adopted only if approved by a majority of voting Members at an Association Meeting.
3. No amendment shall discriminate against any Member. No amendment shall limit the Association's responsibility to maintain and repair the Drainage Easements, the Private Roads, the Entry Gates, or the Private Drive and Utility Easements as indicated in Part B, Article III of the Declaration of Protective Covenants, Conditions, and Restrictions of the Butterfield Ridge II Subdivision. No amendment shall materially alter the Design Controls. No amendment shall affect the sale of any lot or lots in the subdivision. No amendment shall affect the provision in Article X above concerning the absence of liability for the Board of Directors.
4. A copy of each amendment that is approved by the voting Members shall be certified by the President and Secretary as having been duly adopted and shall be in full force and effect only when recorded in the office of the County Clerk of Dona Ana County, New Mexico.

ARTICLE XII – OFFICIAL RECORDS AND RECORDS RETENTION

BR2HOA official financial and other records shall be posted to an electronic repository readily accessible by Association Members. These type data are listed in Appendix A. These official BR2HOA records shall be retained for at least five (5) years.

ARTICLE XIII – CONSTRUCTIVE NOTICE AND DELIVERY

Posting of any official Association correspondence, announcements, meeting results, deliveries required by the NM HOA law, etc. to the BR2HOA.com website shall be considered constructive notice and delivery of those materials to all members. Additional notice via email or USPS may be provided as a courtesy. If sent by USPS mail to members without email or computer access, the notice shall be deemed to be delivered when addressed to a lot owner at the address as it appears in the association's records and deposited in the United States mail, postage prepaid.

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PART B, DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS

ARTICLE I - PURPOSE OF COVENANTS

General Requirements. It is the continuing intention of the Butterfield Ridge II Homeowners Association (BR2HOA), expressed by its execution of this instrument, that the lands within the Butterfield Ridge II Subdivision continue to be developed and maintained as a highly desirable residential area. It is the purpose of these covenants that the natural beauty of the Butterfield Ridge II Subdivision shall always be protected and preserved insofar as is possible in connection with the uses and structures permitted by this instrument. It is of primary intent that the privacy and views of each home site in the Subdivision shall be protected insofar as is possible.

ARTICLE II - DEFINITIONS

1. Drainage Easements shall mean and refer to any of the easements shown on the recorded Butterfield Ridge II Subdivision plat that exist for the mutual benefit of the lot owners in the subdivision for the purpose of channeling and ponding storm run-off.
2. Private Roads shall mean and refer to the entire private 50-foot roadway easement shown on the recorded Butterfield Ridge II Subdivision plan, containing a 28-foot wide street with pavement, curb, and gutters built in accordance with Extra Territorial Zoning Authority (ETZ) design standards, and including intermediate and end-of-the-road turn-arounds.
3. Entry Gate shall mean and refer to the gate and related communication and access systems, landscaping, and lighting installed at the two entrances to the Private Roads for the mutual benefit of the lot owners in the Subdivision.
4. Private Drive and Utility Easements shall mean and refer to the easements for private drives shown on the recorded Butterfield Ridge II Subdivision plat that provides access between the Private Road and the driveways for individual lots, and that also contains the utility lines for those lots, for which construction is completed along with the construction of the Subdivision, the purpose of the easements being to minimize the impact on the Subdivision of the need for each lot owner to have access and utilities to his or her home site.

ARTICLE III - THE BUTTERFIELD RIDGE II HOMEOWNERS ASSOCIATION

1. Membership in the Butterfield Ridge II Homeowners Association. All persons who own or acquire any of the lands in the Butterfield Ridge II Subdivision, by whatever means acquired, shall automatically become Members of the Butterfield Ridge II Homeowners Association in accordance with the Articles of Incorporation and the By-Laws of the Association, and as the

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same may be duly amended from time to time and filed or recorded in the Dona Ana County records.

2. Maintenance of Common Areas. The responsibility to maintain and repair the Drainage Easements, the Private Roads, the Entry Gate, and the Private Drive and Utility Easements shall reside with the Butterfield Ridge II Homeowners Association, in accordance with the provisions of the Articles of Incorporation and the By-Laws of the Association and these Covenants. Such responsibility shall include but not be limited to the making of rules and regulations governing the use of the Drainage Easements, the Private Roads, the Entry Gate, and the Private Drive and Utility Easements, as well as the levying of any assessments necessary for their maintenance and repair.
3. Covenant for Maintenance and Repair Assessments. Each owner of any lot, by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Butterfield Ridge II Homeowners Association annual assessments or charges. The assessments levied by the Association upon the lots shall be used for the purpose of maintaining and repairing the Drainage Easements, the Private Roads, the Entry Gate, and the Private Drive and Utility Easements referred to in Paragraph 2 of this Article and shall include but not be limited to the cost of labor, equipment, materials, and supervision necessary for the task, and other such expenses as determined by the board and approved by the membership.
4. Basis and Maximum of Annual Assessments. Each lot shall, as provided hereinafter and in the By-Laws of the Association, be subject to an annual assessment of a maximum of \$500.00 per annum. The Board of Directors of the Butterfield Ridge II Homeowners Association shall fix the annual assessment and may raise or lower the annual assessment within said maximum as it deems necessary at its discretion. The maximum annual assessment may be increased or decreased by the assent of two-thirds of the voting Members who are voting in person or by proxy at an Association Meeting where a valid quorum has been established.

ARTICLE IV - DESIGN CONTROL COMMITTEE

1. Appointment Duties. The BR2HOA Officers shall appoint a person to serve as the Chair of the Design Control Committee for the Subdivision. The Chair shall configure the Committee to include as many members as deemed appropriate and practicable.
2. Duties and Powers. The Design Control Committee shall have the duty and the power by the exercise of its best judgment to see that the construction, improvements, and landscaping on the lots conform to and harmonize with the existing surroundings and structures within the Subdivision. The Design Control Committee also has the general responsibility of requiring homeowners to maintain compliance over time with the provisions of these Community Documents, and to bring to the attention of the President any issues of non-compliance where an amicable solution among the parties involved cannot be reached.

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3. Design Guidelines. The Design Controls for the Butterfield Ridge II Subdivision are presented in Part C of this document and shall be followed by all builders, lot owners, and residents of the Subdivision. The provisions of Part C will provide the basis for the Design Control Committee's review of all materials presented for their consideration. The Design Controls serve the prospective homeowner or designer in arriving at design decisions that are aesthetically and ecologically responsive to the environment of the Butterfield Ridge II Subdivision, and ensure all structures and landscaping are compatible with one another and are in harmony with the natural surroundings.
4. Approval by the Design Control Committee. No improvements of any kind, including but not limited to dwelling houses, sheds, outbuildings, swimming pools, tennis courts, major landscaping, parking areas, fences, walls, garages, driveways, antennae, flagpoles, curbs and walks, shall be constructed or altered on any lands within the Butterfield Ridge II Subdivision unless the plans for such construction or landscaping are approved in writing by the Design Control Committee prior to the commencement of such work. In the event that the Design Control Committee fails to take any action within thirty days after complete plans for such work have been submitted to it, then all of such submitted plans shall be deemed to be approved. All submissions, approvals, and/or disapprovals shall be submitted in writing, shall be dated, and shall be signed for as proof of receipt. In the event that the Design Control committee disapproves any plans, the Committee is required to state the reasons(s) for disapproval. Upon resubmittal of plans, the Committee must respond within fifteen days. The Design Control Committee is the final arbiter and ultimate decision authority within the Butterfield Ridge II Homeowners Association regarding all matters relating to the interpretation and application of the design guidelines outlined in this Declaration.

The Design Control Committee shall monitor construction of houses, improvements, and landscaping (particularly those areas visible from the streets or from adjacent properties) within the Subdivision to see to it that trash and construction debris are disposed of properly and that no damage is done to roads or neighboring property during construction, and the Committee shall, at the time of approval of plans for a lot, collect a damage deposit of \$250.00 from the lot owner to be used by the Committee for clean-up and/or repair made necessary by the construction referenced herein. This deposit shall be held by the Treasurer and returned upon completion of construction, less any reasonable sums expended by the Committee for the clean-up and repair referenced herein. In the event that the clean-up or damage exceeds the sum of \$250.00, the Committee may require an additional damage deposit, or the Board of Directors may charge the balance of the cost of the clean-up and repairs to the owner of the lot as a special assessment against the lot. The Committee urges each lot owner to encourage contractors working for the lot owner to control trash and debris during periods of construction. Application to Dona Ana County for a Building Permit shall not be made prior to approval of plans by

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the Design Control Committee. The Design Control Committee shall disapprove any plans submitted to it that are not in compliance with Part C of this document.

5. Design Control Committee Not Liable. The Design Control Committee shall not be liable for damages to any person(s) or company submitting any plans for approval, or to any owner(s) of land within the Butterfield Ridge II Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person(s) or company acquiring title to any lot in the Butterfield Ridge II Subdivision, or any person(s) or company submitting plans to the Design Control committee for approval, by so doing, does agree and covenant that he or she (they) or it will not bring any action or suit to recover damages against the Design Control Committee, its members as individuals, or its advisors, employees, or agents.
6. Written Record. The BR2HOA Board is responsible for keeping and safeguarding for at least five (5) years complete permanent written records of all applications for approval submitted to it (including one set of all plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument.
7. Variiances. The Design Control Committee shall have the sole discretion to grant variances from the provisions of the design guidelines in special cases of irregularly shaped lots, unusual terrain, or other unusual conditions. The Committee shall be the final arbiter in all cases.

ARTICLE V - GENERAL RESTRICTIONS

1. Zoning Regulations. No lands within the Butterfield Ridge II Subdivision shall be occupied or used for any purpose or in any manner that is contrary to the applicable zoning regulations.
2. No Mining, Drilling, or Quarrying. No mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted within the limits of the Butterfield Ridge II Subdivision with the exception of individual water wells that service each lot.
3. Signs. With the exception of one "For Sale" sign on the lot (not to be larger than 36 x 36 inches), as well as one sign identifying the Subdivision to be incorporated into the Entry Gate, of a style and design approved by the Design Control Committee, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain on any lot in the Butterfield Ridge II Subdivision. A construction sign (not to be larger than 48 x 48 inches) identifying contractors and owner may be placed on a lot for the duration of construction. Small security signs are permitted.
4. No Resubdivision. No residentially zoned lot described on the recorded plat of the Butterfield Ridge II Subdivision shall ever be resubdivided into smaller tracts or lots nor conveyed or encumbered in any less than the full original dimensions as shown on the recorded plat of the Butterfield Ridge II Subdivision, except that conveyances or dedications of the Private Roads, the Entry Gates, or utilities may be made for less than all of one lot.

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5. Appearance. We all have a mutual obligation to maintain appropriately high standards of appearance of our respective properties – most particularly those areas visible from the streets or from adjacent properties. All lot owners shall maintain high standards of appearance of their respective properties with areas of emphasis to include, but not limited to the following:
 - a. Trash. Rubbish and trash shall not be allowed to accumulate or be burned on any neighborhood lot; rubbish and trash should be removed in a timely manner.
 - b. Construction Debris. Debris resulting from new construction or from improvements to existing properties shall be removed in a timely manner and any impacted terrain and vegetation returned to a reasonably natural state.
 - c. Landscaping.
 - The appearance of plants, trees, and other landscaping vegetation shall be appropriately maintained and kept up.
 - Landscaping gravel, sand or soil which is piled onto or adjacent to curbs and driveways at the time of delivery shall be removed and spread as soon as practicable.
 - Landscaping cloth, weed-bond, and waterproofing plastic sheet shall not be visibly exposed; bare areas caused by weather shall be repaired and covered with appropriate landscaping material in a timely manner.
 - Weeds in landscaped areas in view of the street or neighbors should be eradicated or at least kept to a minimum.
 - Dead trees, bushes and other dead vegetation in the portion of the lot visible to neighbors or passersby shall be removed and either replaced in kind or with other suitable landscaping. Dead branches and limbs in the landscaped portion of the lot shall be removed.
 - Bushes near driveways and streets shall be pruned so that they do not obstruct drivers' view. Creosote bushes and certain cacti (e.g., soto plants & yuccas) shall not be allowed to grow next to curbs, since their roots propagate potentially undermining and causing damage to the asphalt roadbed.
 - Sand and gravel that becomes deposited on streets and roadways by winds and rains shall be removed in a timely manner.
6. Public Nuisance. No obnoxious or offensive activity shall be carried on within the Subdivision, nor shall anything be permitted which shall constitute a public nuisance thereon.
7. Hunting. There shall be no hunting of any animals or discharge of any firearms within the boundaries of the Butterfield Ridge II Subdivision.
8. Maintenance of Private Rights-of-Way. Each lot owner shall be responsible for maintaining the unpaved portion of the private rights-of-way contiguous with the owner's lot. This area shall be maintained as if it were a part of the owner's lot. Upon failure of the owner to maintain this area, the Board of Directors of the Butterfield Ridge II Homeowners Association may, at its

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discretion, after giving the owner thirty (30) days written notice, have the area maintained. The cost of this maintenance may be charged to the lot owner as a special assessment against the lot by the Butterfield Ridge II Homeowners Association.

9. Sidewalks. There shall be no sidewalks in the Butterfield Ridge II Subdivision.
10. On-Street Parking. There shall be no overnight on-street parking of any vehicle. Short-term (up to six hours) guest parking will be allowed, but not on a regular basis.
11. Animals. The keeping of ordinary household pets shall be permitted. When off the lot owner's premises, such pets must be kept on a leash and shall not be permitted to run at large. The Butterfield Ridge II Homeowners Association may enforce this provision by whatever means may be legally available to it.
12. Easements Reserved. The BR2HOA hereby reserves to itself and to other applicable parties and its successors in interest perpetual easements as recorded on the final plat of the Butterfield Ridge II Subdivision, for the Drainage Easements, the Private Roads, the Entry Gate, and the Private Drive and Utility Easements, as well as constructing, maintaining operating, replacing, enlarging, and repairing electric, telephone, water, irrigation, sewer, gas, and similar lines, pipes, wires, poles, ditches, and conduits. The BR2HOA may convey or grant by license, lease, deed, lien, deed of trust, mortgage, or otherwise any right, title, or interest in or to any and all easements and reservations contained within documents of conveyance, these Covenants, or the plat of the Butterfield Ridge II Subdivision to public utilities and governmental entities as may be reasonably necessary to effect the developmental and residential intentions as set forth in the plat and these Covenants.
13. Fireworks. The use of fireworks within the Butterfield Ridge II Subdivision is prohibited.
14. Renting or Leasing of Residences. BR2HOA residential property owners shall rent or lease their residences to single families only and for terms of not less than six months with no sub-leasing permitted.
15. Business Use of Residences. Business use of BR2HOA residences is prohibited without the written permission of the Board of Directors. Such permission may be revoked for cause in the judgment of the Board.

ARTICLE VI - RESTRICTIONS ON RESIDENTIAL LOTS

1. Number of Buildings. No buildings or structures shall be placed, erected, altered, or permitted to remain on any residential lot other than one detached single-family dwelling house with attached or semi-attached garage and/or quarters for housekeepers or guests.
2. Trees and Landscaping. No trees or bushes growing on any residential lot shall be felled, nor shall any natural areas be cleared, or formal lawn areas constructed, or landscaping performed on any residential lot without the prior written permission of the Design Control Committee.
3. Commercial Vehicles, Campers, or Trailers. No campers, recreational vehicles, boats, trailers, commercial-type vehicles, or trucks shall be stored or parked on any lot except in a closed

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garage, nor parked on any street, road, or easement except while engaged in transport to or from a dwelling. For the purposes of this restriction, a truck having a three-quarter-ton manufacturer's capacity, commonly known as a pick-up truck, shall not be deemed to be a commercial vehicle or a truck.

ARTICLE VII – COMPLIANCE / ISSUE RESOLUTION

With the understanding that the BR2HOA membership has established and approved the provisions of these Community Documents, our mutual expectation, and our mutual obligation is that each lot owner shall comply with those provisions. When issues arise concerning compliance with these Covenants, the resolution of those issues will proceed generally along the following guidelines:

1. Ideally, when issues arise among neighbors, they will strive to arrive at an amicable solution in good faith amongst themselves.
2. Unresolved issues, particularly involving compliance with these Community Documents, should be presented to the President for action. Individuals may do so in any expeditious manner – direct personal contact, through a BR2HOA Board Member, via mail, email, etc. Neighbors bringing issues forward should be accorded anonymity if desired and practicable.
3. While the Design Control Committee is expected to find amicable solutions to issues related to compliance with the Design Controls, the same procedure is to be followed for those issues not satisfactorily resolved. Such issues are to be presented to the President for action.
4. The President shall direct an appropriate inquiry into the matter and seek an amicable resolution consistent with the provisions of this Document. If the issue pertains to compliance/non-compliance with Design Control matters, the President will rely on the formal determination from the Design Control Committee.
5. We all have a responsibility to see that the provisions of these Community Documents are adhered to and it is the duty of the President to ensure compliance. If informal methods are not successful, the President, with the advice of the Board, may initiate the following progressive steps to seek compliance:
 - a. Mail a formal letter to the homeowner, clearly stating the violation, the expected actions to remedy the violation, and the required time for doing so.
 - b. Impose monetary assessments against the lot.
 - c. Place a lien on the lot.
 - d. Pursue other legal action or remedies.
6. The BR2HOA President shall have the right to prosecute any action to enforce the provisions these Community Documents by injunctive relief, on behalf of the Board and all or part of the lot owners within the Butterfield Ridge II Subdivision as well as the Butterfield Ridge II Homeowners Association, and shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these provisions. Any owner of a lot determined

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to be in violation of these provisions by a court of appropriate jurisdiction agrees to pay the reasonable attorneys' fees incurred by the person or entity bringing such successful action.

8.

ARTICLE VIII - GENERAL PROVISIONS

1. Provisions to Run with Title. All of the Provisions contained in this instrument shall be a burden on the title to all of the lands in the Butterfield Ridge II Subdivision, and the benefits thereof shall inure to the owners of all of the lots in the Butterfield Ridge II Subdivision, and the benefits and burdens of all said Provisions shall run with the title to all of the lands in the Butterfield Ridge II Subdivision.
2. Termination of Provisions. The provisions contained in this instrument shall remain in full force and effect in perpetuity until and unless terminated by the membership as described below. Except for the provisions dealing with the Design Controls and the maintenance and repair of the Drainage Easements, the Private Roads, the Entry Gate, and the Private Road and Utility Easements, these Covenants may be amended by a vote of two-thirds of the votes cast by the members of the Butterfield Ridge II Homeowners Association at annual or special meetings thereof, said vote to be cast by any meeting of the members duly held in accordance with the Articles of Incorporation and the By-Laws of the Homeowners Association, provided a properly certified copy of the resolution of amendment be placed on record in Dona Ana County upon adoption.
3. Severability. Should any part or parts of these Provisions be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining Covenants.

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PART C, DESIGN CONTROLS FOR THE BUTTERFIELD RIDGE II SUBDIVISION

ARTICLE I - STATEMENT OF INTENT

The Butterfield Ridge II Subdivision is designed to achieve a relationship in which man-made buildings exist within the landscape instead of dominating the landscape. The introduction of roads, utilities, buildings, and other man-made elements are to be made in such a way that they do not destroy the natural beauty of the land, its terrain, its vegetation, or its mood.

ARTICLE II - DESIGN REVIEW

Under the provisions of Part B, Article IV of this document, a process of design review has been established to help guide lot owners and to provide them with information when dealing with the requirements of each home site. The Covenants require only one submittal and approval, but it is strongly recommended that a preliminary design conference be requested when preliminary plans are ready. This is early enough in the project process to protect the owner from having to make expensive changes when the final plans are completed and reviewed. At this preliminary stage, drawings should be complete enough to give an accurate picture of all aspects of the design, but without the detail that will be necessary in the final construction drawings that will be reviewed for final approval. At the preliminary review stage, submitted plans need be one copy only and should show the conceptual design of (1) the site with landscaping; (2) floor plans; and (3) elevations showing the exterior materials, character, and color of the proposed structure.

Drawings submitted for the final review should be one copy and include the following:

1. Site Plan. Indicate proposed building footprint, roof drip lines, lot boundaries and easements, utility locations, existing vegetation, existing and proposed contours, areas of cut and fill, drainage, driveways, sidewalks, decks, and other proposed improvements. In addition, the size and location of the required on-lot ponding must be shown. Drawn at 1"=20' or larger;
2. Footing and Foundation Plan. Drawn at 1/8" or 1/4" scale;
3. Floor Plans. Drawn at 1/8" or 1/4" scale. Include all room dimensions, door and window locations, and sizes and locations of mechanical and electrical systems;
4. Elevations. Indicate the exterior appearance of all views of the main dwelling structure, the garage, and the housekeeper's or guest's quarters (if any), labeled in accordance with the site plan; height of chimneys as compared with the ridge of the roof and/or parapet; and natural and finished grades for all elevations of all views. Describe all exterior materials, colors, and finishes (walls, roofs, trim, chimneys, windows, doors, etc.);
5. Building Sections. Presented at 1/8" or 1/4" scale. Indicate building walls, floors, interior relationships, finished exterior grades, and other information to clearly describe the interior/exterior relationship of the building;

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6. Details. Provide design details to sufficiently represent the visual expression of the building. Expose connections of material interfaces;
7. Landscape Plan. To be submitted at 1/16" or 1/8" scale; can be included with the site plan drawing. Include site contours, plant materials (with indication of size), rock outcroppings, decks or patios, driveways, etc. Indicate all existing trees, large shrubs and plants, indicate the location and dimensions of proposed walls with detailed description of the construction, indicate the size and location of any swimming pool or spa, and also indicate the location and coverage of any exterior lighting.
8. Specifications. Provide specifications and color boards for at least the following items: exterior wall materials and colors, windows and doors with colors, exterior trim materials and colors, exterior fireplace chimney, and exterior lighting fixtures.

The time for the approval process will vary with the adequacy of the design information submitted and the acceptability of the submitted design. It should be understood that inadequate information and/or inappropriateness can delay review of a proposed design. The Design Control Committee shall issue a final decision within thirty business days.

A house is an important and expensive investment, and the use of a professional design consultant is recommended to help ensure a satisfactory end result. An owner may, however, attempt his or her own design. If the design reflects an acceptable house and the plans are completely executed, they will be accepted. Approved plans are kept on file by the Design Control Committee Chair, and if changes or revisions are desired, there must be an additional submittal to the Design Control Committee for further review and approval.

The Design Control Committee does not seek to restrict taste or individual preferences, but to avoid harsh contrasts within the overall Butterfield Ridge II Subdivision and to encourage careful design so that there is harmony between buildings and their site, and among buildings themselves.

ARTICLE III - FITTING THE LANDSCAPE

Native shrubs and plants and indigenous trees contribute much to the natural beauty and ecology of the Butterfield Ridge II Subdivision. These natural amenities are to be retained wherever possible. Clearing of a site will not be allowed beyond that which is necessary for a "building envelope" and related close-in patio, garden, and/or yard areas.

To help owners and their designers design houses that fit into the natural landscape, the following recommendations are offered:

1. Preserve the native shrubs and plants as much as possible.
2. Protect existing trees wherever possible.

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3. Keep all landscape plans informal and simple and in harmony with the environment, using plants and material indigenous to the area.
4. Grassy yard areas or cultivated garden areas should be restricted in size and closely associated with the house.

The location of the building pad has been designated after consideration of such issues as privacy, preservation of views, drainage and the like. Unless noted otherwise, the size of the building pad shall be considered to be a circle having a diameter of one hundred feet (or approximately 7,850 sq. ft.). The Design Control Committee will require that a house shall be located, insofar as possible, within the confines of the circle mentioned above, with additional area to be cleared by the owner or the owner's contractor to be kept to a minimum to accommodate patio, garden, pool, and/or yard areas, but only if such areas appear on the plans submitted to the Committee and are approved by the Committee.

ARTICLE IV - BUILDING DESIGN

It is the ability of structures to fit within the natural landscape rather than their tendency to demand attention that makes them work. Structures designed with this spirit will give unity to the Subdivision and will intensify the experience of being in a place that is unique and is sensitive to the natural beauty and ecology of the site. All building designs shall conform to the following design requirements:

- Size. The minimum size of a house (exclusive of basements, carports, garages, and open porches) is two thousand two hundred fifty square feet.
- Setbacks. The setbacks for each lot are as required by the ETZ or other appropriate governmental ordinances.
- Height. With the exception of variances that may be granted on a case-by-case basis, all houses shall be limited to one story, with the maximum height being fifteen feet for two-thirds of the house and nineteen feet for one-third of the house. Variances will be considered under these two circumstances: (1) when the additional height of the house for which a variance is being requested will not block or impede the view of any other house in the subdivision, *and* (2) when the style of the house for which the variance is being requested is judged by the Design Control Committee to be suitable to the subdivision and nonobtrusive to the overall atmosphere of the subdivision. Ground shall be considered the elevation of the building pad. For the purpose of measuring maximum height, a pitched roof will be measured to the highest point of the roof and a flat roof will be measured to the top of parapets. Flues and chimneys shall not be permitted to extend more than three feet above the maximum height. Roof-mounted cooling/heating units are discouraged and shall not be permitted to extend above the maximum height; moreover, such roof-mounted units must be completely screened by parapets from view of the streets and from all yards and houses in

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the Subdivision. In addition, such roof-mounted units shall not be permitted on two-story structures.

- Roof Forms and Materials. Flat roofs are strongly recommended. Pitched roofs shall not be permitted with a pitch of more than 5:12. Pitched roofs must use material in the red-orange-brown family of colors.
- Exterior Walls. Only stucco walls in light-to-medium earth-tone colors shall be permitted. Exterior walls may not be colored or re-colored white.
- Dwelling House to be Constructed First. No garage or other outbuilding shall be constructed on any lot until after commencement of construction of the dwelling house on the same lot. All construction and alteration work shall be prosecuted diligently, and each building, structure, or improvement that is commenced on any lot shall be entirely completed within one year after commencement of construction.
- Towers and Antennae. No towers, radio or television antennae, or satellite receivers (dishes) shall be erected on any lot or attached to the roof or exterior of any structure on any lot, with the exception that satellite receivers under twenty (20) inches in diameter may be permitted. In the event that advances in technology make available other antennae or receivers that are, in the opinion of the Design Control Committee, unobtrusive, the restriction in this paragraph may be modified at the sole discretion of the Committee.
- Temporary Structures. No used or previously erected or temporary house, structure house trailer, or non-permanent outbuilding shall ever be placed, erected, or allowed to remain on any lot, except during construction periods and only then with written approval of the Design Control Committee.
- Exterior Lighting. The Design Control Committee recommends installation and maintenance of a front-yard exterior light for every residence. However, no exterior light whose direct source is visible from a neighboring lot or which produces excessive glare to pedestrians or vehicular traffic shall be permitted. Indirect sources and horizontal cut-off fixtures are recommended to reduce glare and provide general ambient light. Use of other than white or pale white exterior lights shall be permitted only with specific approval of the Committee.
- Utilities. All secondary utility extensions (from trunk lines to individual structures) must be underground.
- Solar. The use of passive solar and/or energy-efficient designs is encouraged for all structures in the Butterfield Ridge II Subdivision. Roof-mounted solar panels and ground-mounted solar panels will be permitted but require prior approval by the Design Control Committee.

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ARTICLE V - LANDSCAPE

In order to maintain the natural beauty of the Butterfield Ridge II Subdivision landscape, use of native plants and materials is strongly encouraged. Irrigated patio, yard and pool areas should be closely related to the house and clearly divided from the natural vegetation. Planting outside the defined irrigated areas shall be limited to native species compatible to the immediate surrounding area. Irrigated landscape areas should be defined from native vegetation areas by stone or other edging elements.

Individuals or contractors should use the building pad or the driveway of a lot and not the street to store landscaping and construction materials. If there is not sufficient space on the building pad or the driveway the street may be used only on the conditions that traffic is not impeded and that the materials be completely removed from the street and the street thoroughly cleaned within three days of the deposit of the materials. Under no circumstances shall such materials be stored in areas of native vegetation or on adjoining lot.

The maximum grade for a cut or fill slope in severe circumstances shall be one and one-half feet horizontal to one foot vertical. The preferred maximum slope for areas of cut and fill where revegetation is necessary is two feet horizontal to one foot vertical.

Rounding of slopes creates a more natural-appearing slope configuration and promotes rapid revegetation at the fringe of disturbed areas. Sharp, "engineered" cut slopes shall not be permitted. Grouted rip-rap will be permitted on slopes for the purpose of controlling water run-off.

All topsoil shall be salvaged from disturbed areas and respread on the lot prior to revegetation. Wherever possible, existing brush and grasses should be incorporated with stripped and respread topsoil.

The primary landscaping of a lot shall begin no later than ninety days after completion of the dwelling house on the lot and shall be substantially completed within ninety days of commencement.

Visible retaining walls shall be limited to six feet. When retaining walls are required in a height exceeding the maximum of six feet, multiple structures should be stepped back to create planting terraces.

Rock walls shall be permitted along or near the boundary of a lot only where the boundary is coincidental with the building pad or building envelope. Rock walls shall not be built into, through, or around designated natural areas. For the sake of privacy, rock walls (or stucco walls that match the exterior stucco of the house on a lot) shall be permitted around the building envelope, including defined irrigated areas, gardens, yards, patios, and swimming pools.

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Lot ponds for the purpose of controlling run-off caused by construction on lots shall be the responsibility of individual lot owners and shall be constructed at the time of construction of the residence on each lot. No house in the Subdivision shall be occupied until the required on-lot ponding has been constructed.

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APPENDICES

The data on the following pages are provided for reference purposes:

- A. Official Association Records
- B. Articles of Incorporation (copy)
- C. Survey Data and Building Envelope

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Appendix A: Official Association Records

Declarations:

The following type data constitute the required “declarations” of our Association and shall be posted in the Associations electronic data repository:

- Board and Committee membership
- The current Community Documents as recorded
- The Annual Budget, including...
 - A statement of anticipated and approved capital expenditures for the current year and the coming two years
 - A statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the association for any approved projects
- Current Annual and Special assessments
- The current financial statements (income statement and Balance Sheet)
- All current contracts entered into by the Board or on behalf of the Association
- Financial audit, review, or compilation results (if any)
- Current insurance policy information
- Contact information for all Association members (names, physical address, mailing address, lot number, emails, etc.)
- Contact information for the Designated Agent (point of contact for any legal proceedings involving the Association)
- Any legal actions taken in behalf of or against the Association including
 - A statement of any unsatisfied judgments or pending suits against the association and the status of any pending suits material to the association of which the association has actual knowledge.

Additionally, the following type official records shall be maintained in that repository for a minimum of five years:


- Board member certifications
- Minutes of all Association meetings (should include notifications and voting members represented in person or by proxy)
- Board meeting results / minutes
- Record of committee meeting results / minutes
- records of all actions taken by a committee in place of the board or on behalf of the Association

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Appendix B: Restated Articles of Incorporation and Appointment of Registered Agent

Office of the New Mexico Secretary of State
 Filing Number: 0002191191
 Filed On: 10/12/2021
 Total Number of Pages: 1 of 3



STATE OF NEW MEXICO

MAGGIE TOULOUSE OLIVER

SECRETARY OF STATE

Type or Print Legibly
\$20.00 Filing Fee

Nonprofit Corporation

Restated Articles of Incorporation

The undersigned corporation under the New Mexico Nonprofit Corporation Act, adopts the following Restated Articles of Incorporation, which supersede the original Articles of Incorporation and any amendments thereto:

Article One: The current name, DBA name(s), and business ID number of the nonprofit is:
Butterfield Ridge II Neighborhood Council, Inc.
 If applicable, the name is being changed to: Butterfield Ridge II Homeowners Association, Inc.
 DBA name(s): n/a
 *The Articles of Incorporation were initially filed on: 19 December 1995
 *The date of any previous amendments: n/a
 Email Address: BR2.Board@gmail.com Phone Number: 575-652-5266

Article Two: *The purpose for which the nonprofit is incorporated: (Please list a specific purpose for which the corporation is organized.) Manage and maintain all Butterfield Ridge II Homeowners Association property and administer the provisions of the HOA Community Documents
 *The corporation elects to be designated as a Benefit Corporation pursuant to 53-12-7 NMSA 1978.
 Yes No
 If yes, the benefit purpose: _____

Article Three: *The period of duration is:
 Perpetual **OR** Specific Date or Number of Years _____

Article Four:
 (1)*The name of the registered agent is:
Richard Farr
 Individual First and Last Name **OR** Registered Corporation Name and Business ID #
 (2)*The New Mexico street address of the initial registered agent is: (must be a physical address)
6810 Bright View Rd
Las Cruces NM 88007
 City State Zip code
 (3)The New Mexico mailing address of the initial registered agent is: same as physical address

 City State Zip code

325 DON GASPAR, SUITE 300 | SANTA FE, NEW MEXICO 87501
PHONE: (505) 827-3600 or (800) 477-3632 | FAX: (505) 827-8081
WWW.SOS.STATE.NM.US

Rev 05/2021
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(4) *The principal place of business of the corporation is: (must be a physical address)

6810 Bright View Rd

Las Cruces NM 88007
City State Zip code

(5) The mailing address of the corporation is: same as physical address

6701 Bright View Rd

Las Cruces NM 88007
City State Zip code

Article Five: *The names and complete addresses of the initial board of directors are: (please list at least 3 directors)

Name	Address	City	State	Zip code
Richard S. Farr	6810 Bright View Rd	Las Cruces	NM	88007
Linda M. Mandel	6756 Bright View Rd	Las Cruces	NM	88007
Gary Koverman	6797 Desert Blossom Rd	Las Cruces	NM	88007

*Executed Date:
6 OCT 2021


Officers Signatures

Richard Farr, President BR2
Linda Mandel, Secretary BR
*Printed Names and Titles

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Statement of Acceptance of Appointment by
Designated Successor Registered Agent

If the Registered Agent listed on Article Four is an **individual**, complete **box one**.

If the Registered Agent listed on Article Four is a **corporation**, complete **box two**.

Please Note: the corporation filing these articles cannot be listed as their own registered agent.

Box One - *Individual as Registered Agent

I, Richard Farr, President BR2HOA

(Registered Agent's Printed Name)

the undersigned individual, hereby accept the appointment as initial registered agent of

Butterfield Ridge II Homeowners Association

(Nonprofit's Name)

the Nonprofit Corporation which is named in the Articles of Incorporation.


(Registered Agent's Signature)

Box Two - *Corporation as Registered Agent

I, _____
(Authorized Person's Printed Name and Title)

the undersigned individual on behalf of _____
(Registered Agent Corporate Name)

hereby accept the appointment as initial registered agent of

(Nonprofit's Name)

the Nonprofit Corporation which is named in the Articles of Incorporation.

(Authorized Person's Signature)

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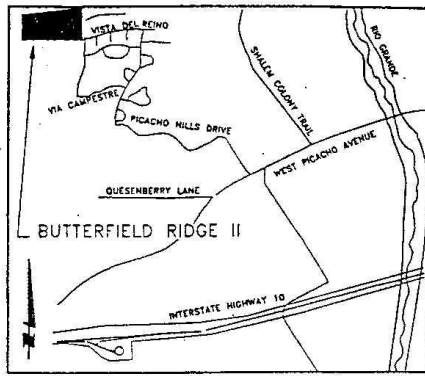
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Appendix C: Survey Data and Building Envelope

BUTTERFIELD RIDGE II

AN EXTRA TERRITORIAL ZONE SUBDIVISION
LOCATED IN PROJECTED SECTIONS 7 AND 8, T.23S., R.1E.
WITHIN TRACT 2 OF THE MESILLA CIVIL COLONY GRANT,
WEST OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
SCALE: 1" = 200'
OCTOBER 9, 1995



DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE FOREGOING SUBDIVISION OF THAT CERTAIN PARCEL OF LAND SITUATE WEST OF THE CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO AND WITHIN THE FIVE MILE EXTRA TERRITORIAL ZONE IN PROJECTED SECTIONS 7 AND 8, T.23S., R.1E. WITHIN TRACT 2 OF THE MESILLA CIVIL COLONY GRANT IN THE PICACHO HILLS COUNTRY CLUB AREA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT; IDENTICAL TO THE SOUTHWEST CORNER OF TRACT C, BUTTERFIELD RIDGE AS FILED NOVEMBER 16, 1994, IN PLAT RECORD 18, PAGES 144-145 OF THE DONA ANA COUNTY RECORDS, WHENCE THE CITY OF LAS CRUCES C.I.S. STATION NUMBER 2, BEARS S28°53'21"W, 1856.72'; THENCE FROM THE POINT OF BEGINNING N 87°41'22"W, 392.03 FEET TO A 1/2" IRON ROD SET FOR THE SOUTHWEST CORNER OF THIS TRACT; THENCE S 0°05'57"01"W, 1077.86 FEET TO A 1/2" IRON ROD SET FOR THE NORTHWEST CORNER OF THIS TRACT; THENCE N 81°12'35"E, 3889.82 FEET TO A 1/2" IRON ROD SET FOR THE NORTHEAST CORNER OF THIS TRACT; IDENTICAL TO THE NORTHWEST CORNER OF TRACT A.

BUTTERFIELD RIDGE: THENCE S 0°05'57"01"W, 843.58 FEET ALONG THE WEST LINE OF BUTTERFIELD RIDGE TO THE POINT AND PLACE OF BEGINNING, CONTAINING 120.481 ACRES OF LAND, MORE OR LESS. AS THE SAME APPEARS ON THIS PLAT TO WHICH THIS DEDICATION IS ATTACHED AND MADE A PART HEREOF, AND THE PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE CITY OF LAS CRUCES EXTRA TERRITORIAL ZONING COMMISSION, DONA ANA COUNTY, NEW MEXICO, AS BY STATUTE PROVIDED FOR AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER. THE PRIVATE ROADS AND UTILITY EASEMENTS ARE SUBJECT TO AN OPTION TO DONA ANA COUNTY ACTING BY AND THROUGH ITS DULY ELECTED AND QUALIFIED COUNTY COMMISSION TO CONVERT AND DECLARE THE ABOVE DESCRIBED PRIVATE ROADS AND UTILITY EASEMENTS TO BE A PUBLIC RIGHT-OF-WAY WITHOUT FURTHER NOTICE TO THE OWNER OF EITHER THE DOMINANT ESTATE SERVED BY SUCH EASEMENT OR THE SERVIENT ESTATE OVER WHICH SUCH EASEMENT CROSSES FROM THE FILING OF THIS NOTICE. SUCH EASEMENT SHALL BE CONSIDERED AS A PUBLIC RIGHT-OF-WAY AS DEFINED IN EXTRA-TERRITORIAL ZONING REGULATIONS OR ANY SUCCEEDING REGULATIONS. THIS OPTION SHALL TERMINATE TWENTY (20) YEARS AFTER THE FILING OF THE FINAL PLAT OF SURVEY IN THE COUNTY CLERK'S OFFICE. ELECTRIC, TELEPHONE, GAS, WATER, SANITARY AND STORM SEWER, CABLE TELEVISION FACILITIES AND OTHER PUBLIC UTILITIES WILL BE INSTALLED UNDERGROUND OR OVERHEAD IN OR ALONG STREETS, ALLEYS, UTILITY EASEMENTS, PUBLIC AREAS AND IN LOT OWNER'S AREAS. ALL INSTALLATIONS SHALL CONFORM WITH NATIONAL ELECTRIC SAFETY CODES AND OTHER APPLICABLE LOCAL CODES IN EFFECT. THE UTILITY EASEMENTS, AS SHOWN HEREON, ARE GRANTED FOR UNDERGROUND PIPELINES, OVERHEAD AND UNDERGROUND CABLES, POLES, ANCHORS, CONDUITS, TRANSFORMER INSTALLATIONS, INCLUDING PADMOUNT AND CONVENTIONAL PULLBOXES, MANHOLES, SERVICE FACILITIES AND ALL OTHER NECESSARY EQUIPMENT FOR UNDERGROUND AND AERIAL DISTRIBUTION SYSTEMS, TOGETHER WITH THE OVERHANG OF SERVICE WIRES, AND WITH THE RIGHT OF ACCESS AND EGRESS THEREFOR FOR THE INSTALLATION, OPERATION, INSPECTION, REPAIR, MAINTENANCE, REPLACEMENT, RENEWAL AND REMOVAL THEREOF; AND ALSO THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS AND BUILDINGS AND STRUCTURES OF A PERMANENT NATURE, EXCEPT FENCES, BOUNDARY WALLS, WALKWAYS AND ROADWAYS WILL BE PROHIBITED FROM BEING BUILT ON OR OVER ANY EASEMENT. EXCEPTIONS TO THE ABOVE MUST BE OBTAINED FROM ALL THE AFFECTED UTILITY COMPANIES. THE SUBDIVISION HEREON SHOWN IS TO BE KNOWN AS BUTTERFIELD RIDGE II.

I, THE UNDERSIGNED OWNER DO HEREBY SET BY HAND THIS 14th DAY OF December, 1995.

John Moscato, President
8889 VISTA DEL CERRO
LAS CRUCES, NM 88005

INSTRUMENT OF TITLE: Book 34, Pages 1836-1837
(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 14th DAY OF December, 1995, BY JOHN MOSCATO.

Kery W. Greiner, Notary Public
My Commission Expires: 7-19-99

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF NEW MEXICO AND THAT THIS PLAT WAS MADE BY ME OR UNDER MY SUPERVISION FROM THE NOTES OF AN ACTUAL FIELD SURVEY THAT MEETS THE MINIMUM REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



EL PASO ELECTRIC COMPANY
EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE EL PASO ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL UTILITIES.

BY: [Signature] DATE: 12-8-95

LAS CRUCES TV CABLE COMPANY
EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE LAS CRUCES TV CABLE COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) CABLE UTILITIES.

BY: [Signature] DATE: 12-8-95

U. S. WEST COMMUNICATIONS
EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE U. S. WEST COMMUNICATIONS, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) TELEPHONE UTILITIES. THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE TELEPHONE SERVICE TO THE SUBDIVISION.

BY: [Signature] DATE: 12-12-95

EXTRA TERRITORIAL ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE EXTRA TERRITORIAL ZONING COMMISSION. IT CONFORMS WITH THE EXPANSION OF THROUGHFARES AND IS IN ACCORDANCE WITH THE GENERAL EXTRA TERRITORIAL ZONE PLAN. APPROVED FOR FILING AND RECORDING WITH THE COUNTY CLERK.

CHAIRMAN: [Signature] DATE: 12-18-95
SECRETARY: [Signature] DATE: 12-18-95

PLAT NO. 2746 RECEPTION NO. 27566
(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

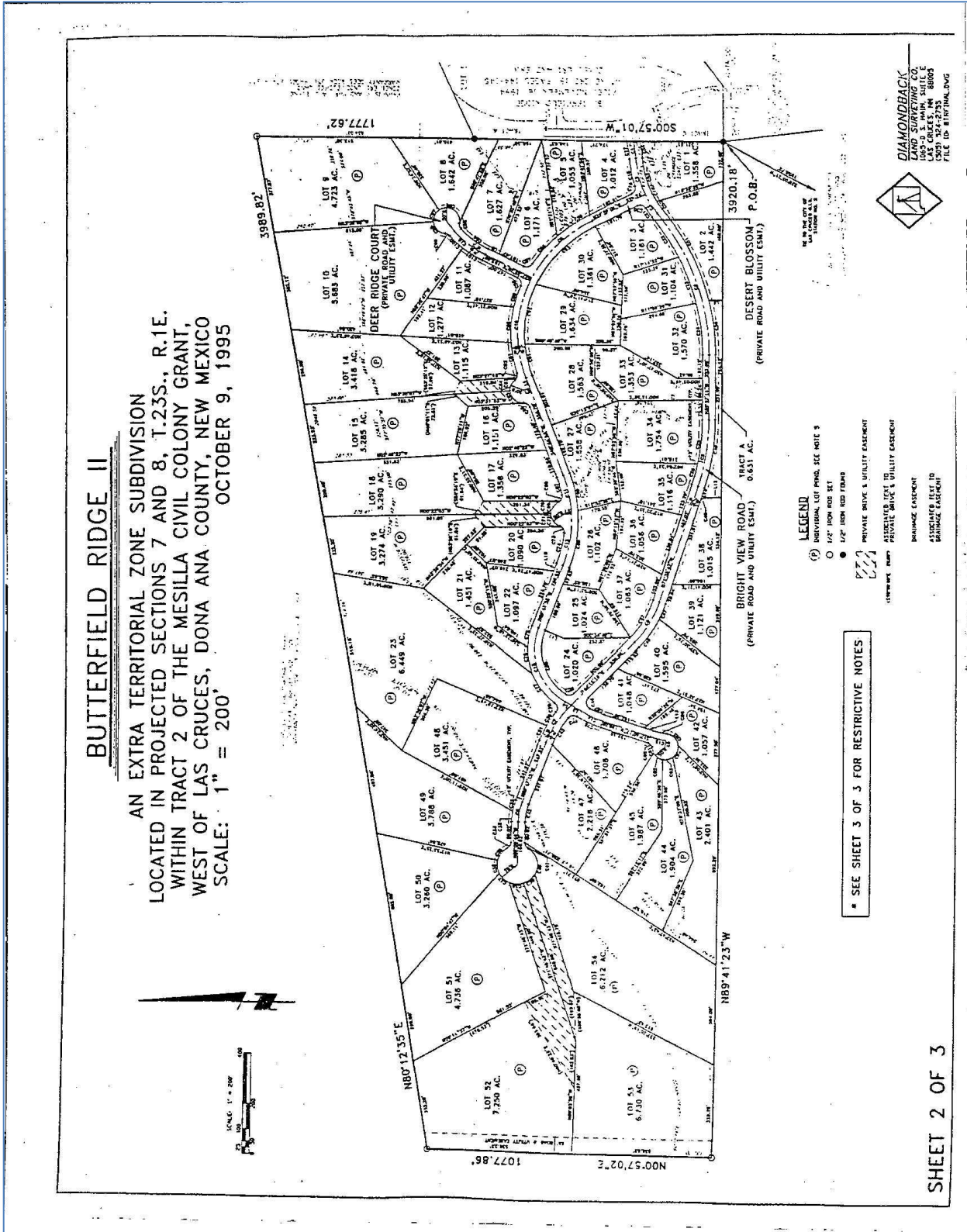
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE 18th DAY OF December, 1995, AT 2:45 PM, O'CLOCK AND DULY RECORDED IN PLAT RECORD 18, PAGE(S) 1836-1837, FILED IN THE RECORDS OF SAID COUNTY.

[Signature] COUNTY CLERK
[Signature] DEPUTY CLERK



BUTTERFIELD RIDGE II HOMEOWNERS ASSOCIATION (BR2HOA)

COMMUNITY DOCUMENTS



BUTTERFIELD RIDGE II HOMEOWNERS ASSOCIATION (BR2HOA)

COMMUNITY DOCUMENTS

BUTTERFIELD RIDGE II

AN EXTRA TERRITORIAL ZONE SUBDIVISION
 LOCATED IN PROJECTED SECTIONS 7 AND 8, T.23S., R.1E.
 WITHIN TRACT 2 OF THE MESILLA CIVIL COLONY GRANT,
 WEST OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
 SCALE: 1" = 200'
 OCTOBER 9, 1995

— CURVE TABLE —

CURVE NO.	RADIUS	LENGTH	DELTA	CHORD BEARING & DISTANCE
C1	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C2	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C3	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C4	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C5	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C6	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C7	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C8	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C9	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C10	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C11	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C12	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C13	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C14	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C15	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C16	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C17	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C18	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C19	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C20	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C21	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C22	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C23	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C24	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C25	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C26	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C27	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C28	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C29	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C30	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C31	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C32	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C33	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C34	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C35	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C36	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C37	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C38	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C39	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C40	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C41	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C42	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C43	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C44	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C45	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C46	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C47	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C48	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C49	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C50	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'
C51	380.00'	145.90'	31°53'31"	S51°07'20"W 64.84'

— LINE TABLE —

LINE NO.	BEARING	DISTANCE
1	S89°44'33"W	41.00'
2	N05°17'30"W	25.00'
3	S05°47'40"W	24.86'
4	S30°47'45"W	48.05'
5	S00°37'02"W	31.75'
6	N04°18'35"E	31.61'
7	N89°44'33"W	41.00'
8	S89°44'33"W	41.00'
9	N05°17'30"W	25.00'
10	S05°47'40"W	24.86'
11	S30°47'45"W	48.05'
12	S00°37'02"W	31.75'
13	N04°18'35"E	31.61'
14	N89°44'33"W	41.00'
15	S89°44'33"W	41.00'
16	N05°17'30"W	25.00'
17	S05°47'40"W	24.86'
18	S30°47'45"W	48.05'
19	S00°37'02"W	31.75'
20	N04°18'35"E	31.61'
21	N89°44'33"W	41.00'
22	S89°44'33"W	41.00'
23	N05°17'30"W	25.00'
24	S05°47'40"W	24.86'
25	S30°47'45"W	48.05'
26	S00°37'02"W	31.75'
27	N04°18'35"E	31.61'
28	N89°44'33"W	41.00'
29	S89°44'33"W	41.00'
30	N05°17'30"W	25.00'
31	S05°47'40"W	24.86'
32	S30°47'45"W	48.05'
33	S00°37'02"W	31.75'
34	N04°18'35"E	31.61'
35	N89°44'33"W	41.00'
36	S89°44'33"W	41.00'
37	N05°17'30"W	25.00'
38	S05°47'40"W	24.86'
39	S30°47'45"W	48.05'
40	S00°37'02"W	31.75'
41	N04°18'35"E	31.61'
42	N89°44'33"W	41.00'
43	S89°44'33"W	41.00'
44	N05°17'30"W	25.00'
45	S05°47'40"W	24.86'

NOTES

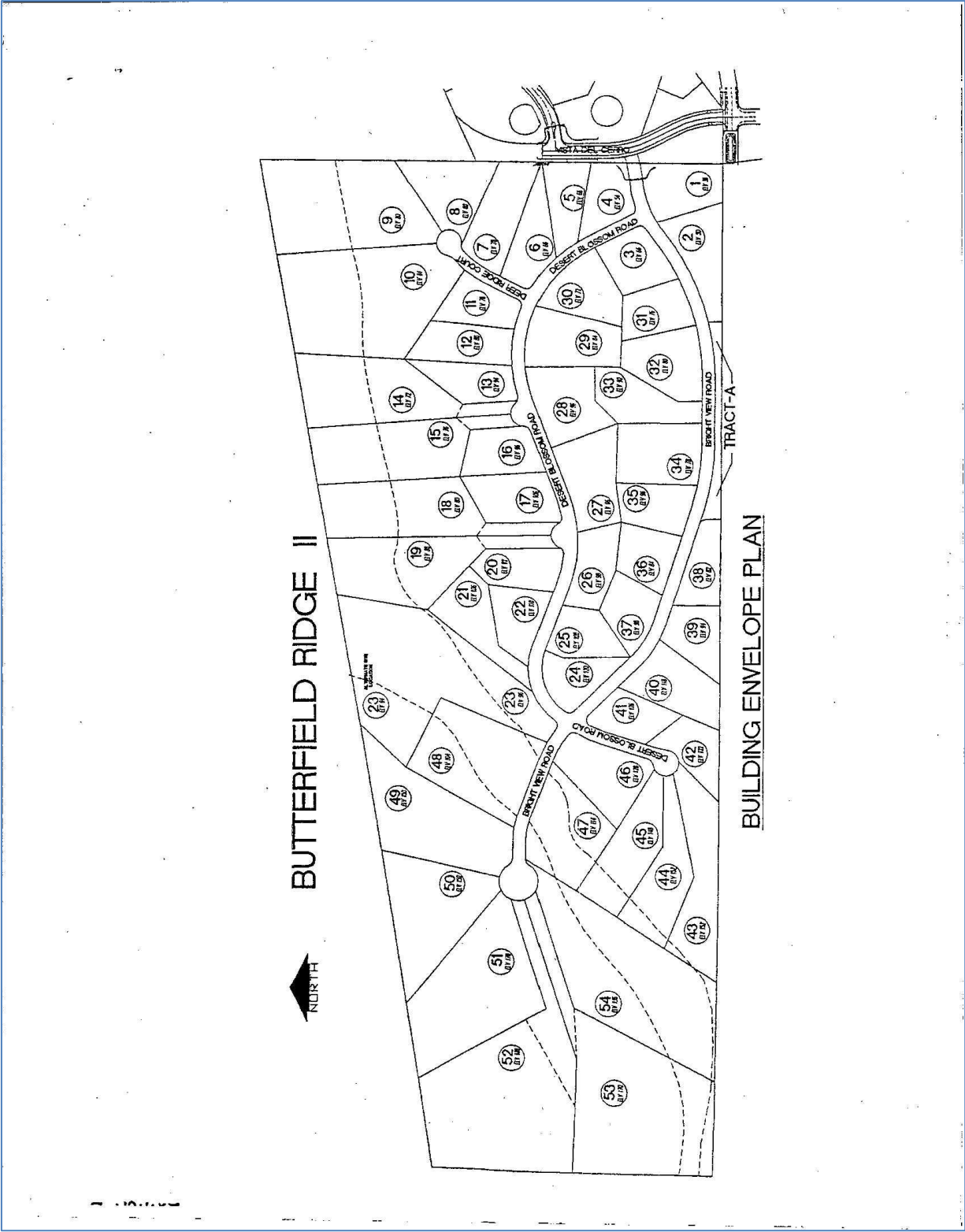
1. THE PROPERTY IS SHOWN WITH AN AREA TO BE SET ASIDE FOR THE ROAD EXCEPTING THEREIN.
2. THE LOT IS TO BE DIVIDED INTO TWO LOTS OF APPROXIMATELY 1/2 AC.
3. THE LOTS WILL BE BOUND BY THE INTERSECTION OF THE 1/2 AC. LOTS WITH THE INTERSECTION OF THE 1/2 AC. LOTS.
4. THE LOTS WILL BE BOUND BY THE INTERSECTION OF THE 1/2 AC. LOTS WITH THE INTERSECTION OF THE 1/2 AC. LOTS.
5. THE LOTS WILL BE BOUND BY THE INTERSECTION OF THE 1/2 AC. LOTS WITH THE INTERSECTION OF THE 1/2 AC. LOTS.
6. THE LOTS WILL BE BOUND BY THE INTERSECTION OF THE 1/2 AC. LOTS WITH THE INTERSECTION OF THE 1/2 AC. LOTS.
7. THE LOTS WILL BE BOUND BY THE INTERSECTION OF THE 1/2 AC. LOTS WITH THE INTERSECTION OF THE 1/2 AC. LOTS.
8. THE LOTS WILL BE BOUND BY THE INTERSECTION OF THE 1/2 AC. LOTS WITH THE INTERSECTION OF THE 1/2 AC. LOTS.



DIAMONDBACK
 LAND SURVEYING CO.
 1000 S. 10TH ST.
 LAS CRUCES, NM 88002
 FILE # 3-3102ALZING

BUTTERFIELD RIDGE II HOMEOWNERS ASSOCIATION (BR2HOA)

COMMUNITY DOCUMENTS



BUTTERFIELD RIDGE II HOMEOWNERS ASSOCIATION (BR2HOA)

COMMUNITY DOCUMENTS

CERTIFICATION

In accordance with the provisions of the Butterfield Ridge II Governing Document of 17 October 2017, the Butterfield Ridge II Homeowners Association held their Annual Meeting on 30 October 2021. With a quorum having been duly established, changes and updates to our Governing Document were voted and approved by more than two-thirds of the Association voting members present including proxy votes. Those approved changes and updates have been incorporated into this combined reference titled "Butterfield Ridge II Homeowners Association (BR2HOA) Community Documents" dated 30 October 2021. This document supersedes and supplants the Butterfield Ridge II Homeowners Association Governing Document of 17 October 2017 and all previous versions of our By-laws, CCRs, and Design Controls to include all previously approved amendments to those documents.

Certified by:

_____ (date)_____, 2021

Richard Farr
President

_____ (date)_____, 2021

Linda Mandel
Secretary