

# **Property Owners Committee Of Rancho Ruidoso Valley Estates**

## **Bylaws, Covenants, Conditions, Restrictions Architectural Guidelines**

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# **BYLAWS OF PROPERTY OWNERS COMMITTEE OF RANCHO RUIDOSO VALLEY ESTATES, INC.**

## **ARTICLE I – NAME**

The name of the business organization shall be the Property Owners Committee of Rancho Ruidoso Valley Estates, Inc., hereinafter referred to as the “Association” in this document. The Association’s Board of Directors may be contacted at:

PROPERTY OWNERS COMMITTEE OF RRVE  
P.O. BOX 1231  
ALTO, NM 88312-1231

## **ARTICLE II – OBJECT**

**Section 1. The Association.** The object of the Association shall be to maintain the interests of the residents and property owners in the Rancho Ruidoso Valley Estates Subdivision, Lincoln County, New Mexico. The purpose and object of the Association’s Board of Directors is to help new and existing property owners navigate the covenants, condition and restrictions (CCR’s), to stay in compliance with said covenants, conditions and restrictions (CCR’s) as recorded with Lincoln County, New Mexico and to supervise the maintenance of common areas and monies already held for such maintenance.

**Section 2.** The purpose and objective of these bylaws is to provide a framework for conducting the business of the association, the operation of the association’s Board of Directors and standing or ad hoc committees.

## ARTICLE III – PROPERTY OWNERS

**Section 1.** All persons who own real estate in Rancho Ruidoso Valley Estates subdivision are members in the association. A property owner may have more than one lot and more than one vote but will be counted as one property owner for the purpose of establishing a quorum. Voting is computed on a per lot basis and will consist of a single vote for each lot (one lot, one vote). Joint Ownership including fractional or undivided interest constitutes one owner per lot and holds only one vote. The Association reserves the right to disapprove any claim to a fractional undivided interest which divides the single vote.

**Section 2. Disqualification to Vote.** Any lot owner in arrears to the association or who has been served notice of violation of the covenants, conditions and restrictions of Rancho Ruidoso Valley Estates and has not abated the violation shall not be entitled to a vote for the lot in violation in any proceeding.

**Section 3. “Mail-In” Ballots.** Votes may be by “mail-in” ballot. Mail-in votes must be in writing, signed by the member, mailed to the address on the ballot and received by the deadline on the ballot. The property or lot being represented by the vote must be clear of violation at the time of the vote.

**Section 4. Proxy Ballots.** No “proxy” ballots of any form will be allowed in any association voting process.

## ARTICLE IV – MEETINGS OF THE ASSOCIATION

**Section 1.** Meetings of the association will be held at least annually and preside over by the association's Board of Directors.

**Section 2.** The annual meeting of the association shall be held during the last quarter of each calendar year at such time and public place as the directors shall determine. The annual meeting shall be for the purpose of declaring newly elected Board of Directors; reviewing the audit, reviewing the annual budget; receiving the reports of committees, any new business that may arise, brought to the board and association for consideration in the following year, and for any other business voted on in the mail-in ballots.

**Section 3.** The Board of Directors shall give notice of all association meetings, in writing, to all owners residing or owning property in Rancho Ruidoso Valley Estates at the last address on record with the association by way of newsletter, special mailing, mail-in ballots and/or public newspaper.

**Section 4.** Special meetings may be held at such time and place as the directors shall determine and shall be called upon the written request of ten members of the Association or three members of the board. The only business that can be conducted at the special meeting is business addressed in the mail-in ballots and/or notice of meeting. Notice, with ballots to vote on the issue, must be given at least forty-five (45) days in advance. If the special meeting is for information only (no vote needed), notice is still forty-five (45) days.

**Section 5.** In order to be duly constituted to conduct business at the annual meeting or special meeting, a minimum of twenty percent (20%) of the property owners must be in attendance or voting by mail.

**Section 6.** Approval of any business item on the agenda at the annual meeting shall be obtained upon an affirmative vote of a majority of the 20% of property owners voting in person or by mail. Approval of any business item on the agenda at a special meeting shall be obtained upon

an affirmative vote of two-thirds (2/3) of the 20% of property owners voting in person or by mail.

**Section 7.** Notice of the annual meeting or special meeting including a proposed agenda and budget (annual meeting only unless special meeting is specifically to address the budget) shall be included in the newsletter and any ballots mailed to the address on file with the association at least forty-five (45) days prior to the date set for the annual meeting or special meeting.

**Section 8.** Regular meetings of the Board of Directors will be held at least quarterly and may be held at such a time and place established by the Board of Directors. Notice of all board meetings will be in the newsletter. Changes in the date and time of the board meeting can happen no later than one week before the meeting and only if three or more members cannot attend. An agenda of any board meeting will be available no later than one (1) week prior to the meeting. Any property owner shall be able to attend any meeting and can request minutes of that meeting by email at no charge to the property owner. Should a property owner wish to address the board, eight (8) days' notice must be supplied in writing to the president and secretary of the board of the association by mail or by email. If notice is less than eight (8) days before the scheduled board meeting, the president will notify the property owner, in good standing, shall be excluded from attending any board meeting.

## ARTICLE V – ANNUAL BUDGET AND ASSESSMENTS

**Section 1.** The Board of directors shall present the annual budget for the following year and submit to the association for approval by “mail-in” ballot and at the annual meeting. The Board of Directors may propose an amended budget for approval during a special meeting provided forty-five (45) days’ notice by “mail-in” ballot has been given, in writing, to all property owners.

**Section 2.** Assessments are \$60.00 per year, per lot. This assessment may be changed by twenty percent (20%) of the membership voting by “mail-in” ballot and/or attending a special meeting called for that purpose. This special meeting shall only be called in order to meet the maintenance expenses allowed in the covenants, conditions, and restrictions. Notice of any new expense, such as a building, must be approved by the property owners of the Association by “mail-in” ballot and/or voting at a regularly scheduled annual meeting and the amount of the assessment shall be set by association members at the time of approval to raise assessments. Notice of intent to raise the assessment shall be given no less than forty-five (45) days before the approved raise in assessment is due to the property owners of record at the address on file with the association.

**Section 3.** Assessments shall be paid in January of each year. Billing will be mailed on January 5<sup>th</sup> for that year and will be considered delinquent if not paid to the association by the 31<sup>st</sup> of January at the address specified in Article I. The association shall bill the lot owner of record, but non-receipt of a bill shall not relieve the lot owner of the obligation to pay the amount due by the due date.

**Section 4.** All documents, correspondence, and notices relating to the charges shall be mailed to the address that appears on the books of the association, or as modified in writing by an association member. The association shall perform due diligence in ascertaining lot ownership with the obligation remaining with the lot owner to advise as to any changes in ownership or address to which notices are to be mailed. In addition, the association will notify all local title/escrow companies of the address to

which assessments should be paid and provide copies of the Bylaws, Covenants, Conditions and Restriction as recorded by Lincoln County, New Mexico, to the title companies for distribution to new owners. Association members must notify the association at the address given in Article I when they transfer ownership or have a change of address.

**Section 5.** A delinquent account shall be subject to a late charge of \$10.00 per month for each lot in arrears for each month in which the assessment remains delinquent. These charges are in addition to any charges resulting from acts taken pursuant to Section 6, below.

**Section 6.** The association shall take such legal action as deemed necessary by the Board of Directors to collect delinquent accounts. Authorized actions include, but are not limited to:

A notice is issued when the property owner is fifteen (15) days late with any assessment. When an account is sixty (60) days or more in arrears the owner will be sent a “Ten Day Notice of Intent to File Lien”. If the amount that is delinquent plus late charges is not received in the ten (10) day notice period, a lien in favor of the association will be filed against the delinquent owner. Such lien will accrue interest at 10% per annum, seventy-five dollars (\$75.00) administrative cost and reasonable attorney’s fees. A copy of the notice of lien will be sent to the lot owner of record.

- a) The duly elected Board of Directors shall strictly adhere to the following process for the collection of past due assessments.
  - a. Annual assessment invoices/bills will be mailed January 5<sup>th</sup> for the given year.
  - b. Member assessment will be considered delinquent if not received by February 15<sup>th</sup> of the given year.
  - c. A “late/past due” notice will be issued when the member is fifteen (15) days delinquent, or on March 1<sup>st</sup> of the given year.
  - d. At the board’s discretion, they may opt to utilize the Small Claims Court process at this state of the collection process.



- e. A “Ten Day Notice of Intent to File Lien” will be issued to the member when the account is sixty (60) days delinquent, or on April 15<sup>th</sup> of the given year.
- f. If no member response is received within the ten (10) day timeframe, a lien will be filed along with all interest, administrative fees and/or attorney fees.
- g. If no response is received from the member by sixty (60) days after filing of the lien, the member account will be turned over to the association attorney of record for legal action via the court system.

Failure of any duly elected Board of Directors, individually or collectively, to adhere to the process outlined above will be considered negligence and be cause for removal (See Article VI – Officers, Section 11 (a), (b), and (c)).

**Section 7.** Payments on assessments will apply to the current year’s assessment first and then to any past due assessments to avoid additional late charges to those in arrears.

**Section 8.** The Board of Directors may waive any late fees assessed if in their opinion such fees would cause undue hardship upon member. Waiver shall only be made on written request documenting the basis for the request. Waivers will be noted in writing in the records of the association.

**Section 9.** The Board of Directors shall publish and deliver quarterly income and cost statements to all members of the association. An annual audit shall be conducted in accordance with the laws of the state of New Mexico governing not-for-profit organizations and be presented to property owners at the annual meeting.

## ARTICLE VI – OFFICERS

**Section 1. Elected Officers.** The elected officers of the association shall be President, Vice President, Secretary, Treasurer and Member At Large. Members shall serve two-year terms, except for the first term following the 2011 revision of the bylaws in which three members will serve one-year terms and two members will serve two-year terms, to be chosen randomly by the Board of Directors at its first meeting following the election. Terms will begin on January 1<sup>st</sup> following the election.

**Section 2. Board Meetings.** The Board of Directors shall have general supervision of the affairs of the association between its business meetings, fix the hour and place of meetings, make recommendations to the association, and shall perform such other duties as are specified in these bylaws and/or by the association. The board shall be subject to the orders of the association. The board shall be subject to the orders of the association, and none of its acts shall conflict with actions taken by the association.

**Section 3.** All day-to-day business of the association will be decided by the majority vote of the Board of Directors. At least three members are required for a quorum.

**Section 4.** The Board of Directors shall consist of five members. The members of the board shall elect, from among themselves, a President, Vice President, Treasurer, Secretary and Member At Large whose term shall be one calendar year.

**Section 5.** The Board of Directors shall meet regularly during the year at a time and place determined by the Board of Directors. Meetings may be held monthly but must be held quarterly unless it is impracticable to obtain a quorum.

**Section 6.** Prior to the annual election, the Board of Directors shall solicit a slate of candidates who wish to run. Any property owner may submit a nomination via mail. Any property owner in good standing is eligible to be nominated to run for the board. The nomination shall then be collated,

and ballots submitted to the association via mail to be voted upon. Should any nominee wish to withdraw his/her name from consideration, he/she should do so in writing to the Board of Directors. The five (5) nominees with the highest ballot totals shall be elected.

**Section 7.** Any single vacancy in the Board of Directors which occurs during the year may be filled by appointment by the remaining directors. Normally, the nominee receiving the 6<sup>th</sup> largest number of votes shall be invited first to fill the vacancy; however, the board at its discretion can choose to appoint an association member who was not nominated in the previous election. Multiple simultaneous vacancies shall be filled by special election with the Board of Directors soliciting nominations. The same rules apply as for a general election.

**Section 8. Disbursement of Monies.** The Board of Directors acting through its Treasurer may expend funds collected or received in accordance with the limitation of the established budget. Funds up to \$5,000.00 may be transferred from one budget account to another to meet unanticipated expenditures occurring throughout the year if approved by the Board of Directors. The association shall approve transfers exceeding \$5,000.00. A bank account shall be maintained by the Treasurer in the name of the Property Owners Committee of Rancho Ruidoso Valley Estate, Inc. Withdrawals shall be signed by the president and the treasurer of the Board of Directors. Only in the case of an emergency, the vice president can sign for either the treasurer or the president, but not for both. Any expenditure of \$500.00 or more shall be decided by bid. No less than two bids must be presented to the board for review and vote.

**Section 9. Reimbursed Expenses.** All “out-of-pocket” expenses shall be recorded on an expense report submitted with receipts to the board at the next scheduled board meeting for board approval. An RRVE check will be issued within ten (10) days on all approved Expense Reports. Requests for expenditures of \$100.00 or more must be submitted to the board, in writing, for approval. Expenses of \$100.00 or more not approved by the board, in advance, will not be reimbursed. Board approved expenses under \$100.00 may be submitted directly to the treasurer, via expense

report, to be paid. (See attached “Expense Report.”) At no time shall the board maintain any form or manner of a “petty cash” fund.

**Section 10. Duties of Elected Officers.** Officers shall perform the duties provided in this section and such other duties as are prescribed for the offices in the bylaws and in the current edition of Robert’s Rules of Order Newly Revised.

1. The President shall:

- a) Preside at all regular and special meetings of the association and the Board of Directors, using established rules of parliamentary procedure;
- b) Appoint with the approval of the board, the chairman of all standing and special committees;
- c) Serve ex-officio as a member of all standing and special committees with the exception of the nominating committee;
- d) Always signs checks;
- e) Sign necessary contracts after the Board of Directions and/or association approval;
- f) Supply an agenda one week before board meetings and seven weeks before the annual meeting;
- g) Perform other duties as directed by the Board of Directors, the Association or as may be incident to this office.

2. The Vice President shall:

- a) Assist the President in the performance of that officer’s duties;
- b) Serve as the presiding officer in the absence of the president;
- c) Be authorized to sign checks in the absence of the president or treasurer;
- d) In the event of a disability or resignation of the president, serves as president for the remainder of the unexpired term;
- e) Responsible for the issue of letters on fire danger, covenant violation. All letters must be approved by the board;
- f) Perform other duties as directed by the Board of Directors, the association or as may be incident to this office.

3. The Treasurer shall:

- a) Have custody of all association funds, oversee and document all information provided by any outside accounting firm. Supply originals of all financial business to the secretary for filing;
  - b) Collect all money due the organization; i.e., assessments and other funds as directed by the association;
  - c) Keep accurate account of all money received and disbursed. Balance the checking account and pay all state associated and federal taxes as required. Supervise the bonded accounting firm or bonded bookkeeper, if there is one employed by the association, in all financial matters concerning the association;
  - d) Disburse money for approved budgeted items with the approval of the board. Bring to attention of the board for review and approval all expense reports submitted each month;
  - e) Keep a running ledger of each officer's expenditures and/or committee's expenditures and provide to the budget committee or the board for the purpose of assisting the board/committee in accurately projecting the next year's proposed budget;
  - f) Present the proposed budget at the September board meeting for approval and presentation by mail and at the annual meeting in the last quarter of the year;
  - g) Submit an annual financial report at the annual meeting. This report shall also be mailed to all association members not attending the annual meeting;
  - h) Produce completed treasurer's books and accompanying records for audit the third week of January. Audit to be performed in the first three months of the year and results published in the newsletter;
  - i) Be bonded, the cost of bonding to be paid by the association;
  - j) Perform other duties as directed by the Board of Directors, the association or as may be incident to this office.
4. The Secretary shall:
- a) Accurately record the proceedings of all meetings of the association, board and special meetings as prescribed in Robert's Rules of Order;
  - b) Have custody of all papers, books, documents, and files of the association, except those specifically assigned to other officers and

chairmen. These files are to be kept neat and orderly and ready for use by any board member with two days' notice;

- c) While files are in the custody of the secretary, any board member shall have access and may borrow or make copies of any file. The secretary will make a record of any file borrowed by a board member and request its return within seven (7) business days;
  - d) Present newsletter to the board for approval if newsletter editor is not a board member;
  - e) Provide a copy of the board meeting minutes to each member of the board seven (7) days after board meeting for correction;
  - f) Provide a copy of the annual meeting minutes to the board seven (7) days after the annual meeting for correction. Upon approval of the annual meeting minutes at the next scheduled board meeting, supply a copy of corrected annual meeting minutes to the newsletter editor for publication in the next newsletter;
  - g) The Secretary shall keep a three-ring binder with up-to-date minutes of board and annual meetings for any association member to look at. The secretary shall supply any property owner requesting a copy of approved minutes of a board and/or annual meeting no later than two (2) days after requested. Property owner shall receive copies of requested minutes by email at no cost or by mail at one dollar (\$1.00) per page;
  - h) Perform other duties as directed by the Board of Directors, the association or as may be incident to this office.
5. The Member At Large shall:
- a) Attend all meetings of the association, board and special meetings;
  - b) Be well versed in the association Bylaws and CCR's and be able to advise on matters of parliamentary procedure upon request from the president or any member;
  - c) Oversees Bylaw Committee (if there is one) and assist in suggesting changes for presentation to the board, and with approval supply suggested changes to the secretary to be included in "mail-in" ballots and at the annual meeting in the last quarter or each year;

- d) Alert the board to proper procedures in all manner of business conducted by the board at board meetings, annual meetings and/or special meetings;
- e) Perform other duties as directed by the Board of Directors, the association or as may be incident to this office.

### **Section 11.**

- a) The duly elected Board will fulfill all duties and responsibilities listed in Section 10 both individually and collectively. No duties or responsibilities may be delegated or turned over in whole to any third party for execution. This particularly holds true for the financial transaction of the association. Although the association will retain a certified accounting firm, the board will not totally abdicate financial duties, including but not limited to, the tasks of record keeping, assessment collections, and tracking, payments of bills, bank transactions, etc.
- b) Failure of the board, individually or collectively, to execute any of the items outlined in Section 10 or to execute or enforce any of the articles of the POC RRVE bylaws or CCR's shall be considered as negligence, and will subject the board member(s) to removal proceedings.
- c) Removal of an elected board member will be accomplished via a special meeting (see Article IV, Section 4 for Special Meeting Rules). Specific process to be followed is:
  - a. Petition the Board to call Special Meeting
  - b. RRVE petition form only to be used to present petition signatures.
  - c. Board will validate petition signees within ten (10) working days of petition receipt.
  - d. Board will provide proper notice of Special Meeting (45 days notice to members) within ten (10) days of petition validation.
  - e. Removal to occur only upon an affirmative vote of two-thirds (2/3) of 20% of property Owners voting in person or by mail.

## ARTICLE VII – COMMITTEES

**Section 1.** In order to carry out the work of the association, the Board of Directors shall form committees, including at a minimum a standing Architectural Review Committee (ARC). The Board of Directors must approve all committee expenditures and punitive actions prior to implementation of those actions.

**Section 2.** Committees will consist of members of the association who volunteer or are appointed by the Board of Directors after the annual meeting. The term shall be one calendar year, running January 1<sup>st</sup> through December 31<sup>st</sup>. No member shall serve more than four (4) consecutive terms. A vacancy in a committee, which occurs during the calendar year, may be filled by the chair of the committee with a majority approval of the committee.

**Section 3. Architectural Review Committee.** The purpose of the standing Architectural Review Committee (ARC) is to fulfill those obligations annotated in the covenants. Property owners are responsible for obtaining approval from the ARC for most changes or improvements to their property. Matters requiring approval are included in Paragraph 1 of the Bylaws, Covenants, Conditions and Restrictions.



## ARTICLE VIII – INDEMNIFICATION

**Section 1.** Unless acting in bad faith, neither the Board of Directors as a body, nor any officer, nor any committee member of the association shall be personally liable to any lot owner in any respect for any action or lack of action arising out of the execution of his/her office.

**Section 2.** Each officer or committee member of the association shall be indemnified by the association against the actual amount of the loss, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any action, suit or proceeding to which he/she may be party by reason of his/her being or having been an officer or committee member of the association, except in matters as to which he/she shall be ultimately found in such action to be liable from gross negligence or willful misconduct.

**Section 3.** The association shall purchase adequate directors and officers liability Insurance and maintain adequate funds to cover the deductible.

## **ARTICLE IX – COVENANT ENFORCEMENT**

The association has the lawful ability to enforce the covenants, conditions and restrictions in the same manner as individual property owners in the Rancho Ruidoso Valley Estates subdivision.

Potential violations of the covenants shall be submitted, in writing to:

P.O. BOX 1231

ALTO, NM 88312-1231

Complaints can also be initiated by a member of the Board of Directors or association committee members acting on behalf of the association. All members of the Board of Directors will evaluate the complaint within two (2) weeks of written receipt of the complaint. If the complaint, by majority decision, is determined to be actionable the procedure below will be followed:

- a) Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying;
- b) An initial penalty of \$100.00 may be assessed in addition to \$50.00 per month, per violation until violation is abated.
- c) The action required to abate the violation including the time period within which the violation must be abated (normally 30 days).
- d) If the lot owner objects to the alleged violation, he/she may, within ten (10) working days from the date of notice of the violation, request a hearing before the Board of Directors to appeal the violation. All appeals shall be heard by the board. It is always encouraged that the board find an amicable solution to the situation. If the appeal is heard by the board and a variance is not granted, then the lot owner must abate the violation within the time period provided.
- e) The Board of Directors shall have authority to initiate civil action to enforce the covenants on behalf of the association. The Board of Directors may also, if the complaint is deemed to be a safety or health hazard, after the time period allotted for the abatement of the violation, hire a contractor to rectify the situation and charge the

costs of such work to the lot owner's account. Safety and health hazard may include, but not be limited to; fire hazard, unsafe structure, mold etc. and will have to be determined on a case-by-case basis and should include involvement from appropriate governmental or regulatory agencies whenever possible.

- f) It is incumbent upon the violator to notify the board in writing, when the violation has been abated. The board must then inspect to ensure that the violation has been abated. The date of the abatement will be the date the board is notified for the purposes of assigning an assessment.
- g) No authorization for any construction or placement of homes or other ARC requests will be granted if the property owner is delinquent on assessments or other charges.
- h) In the event the Board of Directors files suit to enforce these covenants against an owner and prevails, the property owners committee shall be entitled to an award of its court costs and reasonable attorney fees.
- i) Except for such areas as may be designated on the plat for common areas or facilities, all the lots and tracts in the subdivision are hereby designated as "Residential Areas" (See Section 1 of Declaration of Covenants, Conditions and Restrictions).
- j) As such, no overnight, weekend, weekly, i.e. short-term, rentals of residences are allowed. Failure to adhere to this policy will result in a CCR violation with the associated financial penalties and legal action. (CCR's; Section 1; part a)
- k) As such, no ongoing business; retail, service or otherwise commercial enterprise will be permitted to be operated on any lot or tract or from any residence within the subdivision; IF that business presents a disturbance to the residential nature of the development; including but not limited to excess traffic, parking issues, signage, excessive noise, heavy equipment, etc.
- l) Recreation vehicles may be parked on subdivision lots or tracts that have a residential unit or an adjacent lot of the same owner, in every case (unless board variance is granted) said RV will display current year registration; will not be used for rental purposes; and will not

be used for long-term or full-time occupation. Short-term guests of the residential owner may park and stay in the RV.

m) No structure of any kind will be allowed on any lot or tract within the subdivision unless there is a residential unit on the same lot. With the exclusion of those lots in Blocks 31 and 34 that are adjacent to and directly associated with the operation of the existing wastewater treatment plant.

n) No redirection or alteration of natural or existing drainage flows will be allowed without board approval to ensure there will exist no negative impact on any other lot or tract within the subdivision and to comply with existing Lincoln County requirements.

## **ARTICLE X – AMENDMENT OF THE BYLAWS**

### **Section 1. Amendment to Bylaws.**

1. These bylaws may be amended by two-thirds (2/3) vote of 20% of the property owners voting by mail or in person at the annual meeting. The proposed amendment must be submitted to the membership in writing at least sixty (60) days in advance for review and at least forty-five (45) days in advance of the annual meeting, by “mail-in” ballot. Additionally, if ten percent (10%) of the members of the association request an amendment, it must be brought before the association for a vote in a “mail-in” ballot and at the annual meeting or a special meeting called for this purpose.
2. In the case of emergency, these bylaws may be amended by two-thirds (2/3) vote of twenty percent (20%) of property owners by “mail-in” ballot and/or present and voting at a special meeting, provided that a written notice has been given forty-five (45) days in advance.

## **ARTICLE XI – PARLIAMENTARY AUTHORITY**

The rules in the current edition of Robert’s Rules of Order: Newly Revised shall govern the association in all cases to which they are applicable and in which they are not inconsistent with the bylaws and any special rules of order the association may adopt.

## **ARTICLE XII – NON-STOCK, NON-PROFIT**

This association shall be a “not-for-profit” or non-profit cooperation organized and registered under the laws of the State of New Mexico and such laws together with the purposes of the cooperation as stated in these bylaws shall govern the association with reference to the prohibition of issuance of corporate stock, the prohibition against division of profits and non-liability of members and directors for cooperate obligations.

## **ARTICLE XIII – DISSOLUTION**

In the event of the dissolution of the association, disposal of property and funds in excess of liabilities shall be by a two-thirds (2/3) vote of “mail-in” ballots and property owners present and voting at a Special Meeting. A quorum for a special meeting for the purpose of dissolution shall be fifty-one percent (51%) of all property owners. Written notice of dissolution, with accompanying “mail-in” ballot, shall be sent to property owners no later than forty-five (45) days in advance of the meeting.

These bylaws amended and accepted by majority vote of twenty percent (20%) of the Property Owners of the Association on December 5<sup>th</sup>, 2009.

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
RANCHO RUIDOSO VALLEY ESTATES**

This recodification of the Declaration of Covenants, Conditions and Restrictions of Rancho Ruidoso Valley Estates is made this 14<sup>th</sup> day of December 2008 to the written declaration made the 15<sup>th</sup> day of January 1982 by the original developer, the Stanton Corp., filed of record in the office of the Lincoln County Clerk, Book 76 of the Miscellaneous Records at pages 300-307 under #73153, and including any other prior recorded amendments. The subdivision plat demonstrating each tract or plot bound by these covenants is on file with appropriate authorities in Lincoln County, New Mexico. The aforesaid real property is subject herby to the covenants, conditions, restrictions, reservations and easements declared herein. The purpose of this declaration is to insure the proper use, repair and improvements to the lots, facilities, utilities, public roads, and common areas of the subdivision. The recodification is intended to incorporate and supplement the original declaration and covenants thereto previously approved to provide a complete and concise statement of the covenants and restriction in the Rancho Ruidoso Valley Estates (RRVE) Subdivision.

It is to promote the foregoing that this declaration is made by the Property Owners Committee of Rancho Ruidoso Valley Estates (POC of RRVE), a not-for-profit New Mexico corporation, located at PO Box 1231, Alto, NM 88312, hereinafter referred to as the “Declarant”, and it is the intention of the Declarant that it will be in recognition of the foregoing that the limitations, restrictions, covenants, and conditions declaration and all other declarations supplemental hereto will be understood and construed.

Further, in order to promote the orderly maintenance and use of the facilities, utilities, public roads, and common areas in the subdivision as aforesaid declarant declares the following covenants, conditions and restrictions (hereinafter called “Restrictions” or “restrictions”) on all land

areas and all building sites (hereinafter referred to as “Lots,” “Lot,” “Building Sites” or “Building Site”) within the subdivision.

1. **Residential Use:** Except for such areas as may be designated on the plat for construction of common area and facilities, all the lots and tracts in said subdivision are hereby designated as “Residential Areas” and are hereby subject to the following residential restrictions:
  - a) Said “Residential Area” shall be used for residential purposes only, and no business, manufacturing, commercial enterprise, public or private amusement shall be conducted, operated or maintained thereon.
  - b) Lots in said subdivision may be re-subdivided or combined to be re-subdivided, but only in such a manner that any lot resulting from such re-subdivision shall be no less than one-third (1/3) acre in size. Each such re-subdivided or combined lot shall be governed by these same restrictive covenants. Thus, if two lots are combined to be the one, then such lot would be governed as one under these restrictive covenants and would entitle the owners to only one vote and would change the assessment from two lots to one.
  - c) No mobile home shall be placed upon any lot in this subdivision. A mobile home for the purposes of this restriction is defined as: *A home whose purpose and design is to be readily moved from place to place repeatedly.* These “mobile homes” are normally a single unit built upon a frame and have axles, wheels and a tongue and which mobile home is capable of being drawn down public highways on the single unit and are colloquially referred to as “single-wide trailers.” There shall not be erected on any one lot more than a single private dwelling house, together with the necessary and appurtenant buildings such as servant’s quarters, guesthouse, garage, storage building or carport. No structure of a temporary character shall be erected or maintained in said subdivision.
  - d) All residences placed or erected upon said Lots shall have a minimum floor area, exclusive of porches, carports, patios and garages of not less than 1,000 square feet, providing further than the



exteriors of any dwelling shall be completed within one year from commencement thereof, Acts of God excepted. All residences and outbuildings shall be entirely new construction and no used or secondhand buildings shall be moved into said subdivision's Residential Areas nor shall any unpainted metal be used for construction of residences or outbuildings.

More specifically, site built homes, outbuildings and additions (such as shops, garages, storage buildings, patios, porches, carports, etc.) constructed upon lots within said subdivision shall be constructed of new building materials for the foundation framing, roofing, sub floors, electrical, plumbing (gas, water, and sewer). Use of antique or "used" materials for windows, doors and siding must be approved by the RRVE Architectural Review Committee (ARC) prior to their use but it is recognized that these materials are often used by homeowners to achieve a rustic or other architectural style. "Used" construction materials are defined by the POC of RRVE as previously having been used in the construction or erection of another structure, which has been since disassembled rendering the disassembled construction materials as having been "used" regardless whether there has been a change in ownership from the prior use.

Manufactured or modular homes to be placed upon or constructed upon lots within the "Residential Area" of said subdivision must be newly manufactured. "Newly Manufactured" requires that the home has not previously been "Titled", lived in or used for any purpose other than by a licensed dealer as a display model and the home may not exceed three (3) years in age from the date of manufacture. The term "used" includes those instances in which the current owner occupied or located the home at another site or location. Such modular or manufactured homes shall be placed upon permanent foundation and shall have masonry skirting, no wood, metal or other materials shall be allowed for skirting.

All structures referenced in this paragraph (Section 1; part d) must be approved by the RRVE ARC prior to delivery, placement or erection on a lot.

- e) No building shall be erected or maintained nearer than fifteen (15) feet from any side or back lot line nor nearer than thirty (30) feet from the front property line.
- f) No road shall be constructed to within five (5) feet of any boundary line of any lot except to provide for private ingress and egress to said lot. Every owner shall install a culvert of not less than 18 inches in diameter in the bar ditch at their driveway entrance for drainage purposes unless otherwise specified by the Lincoln County Roads and Streets Department.
- g) Exterior surfaces of any structure or dwelling shall not be allowed to become shabby or unkempt and all lots shall be properly maintained, and weeds cut as needed. All trash containers on lots shall be completely enclosed (covered) and kept from view.
- h) All trash, rubbish, and garbage shall be removed from the property at regular intervals and shall be disposed of in accordance with the regulations of the County of Lincoln, State of New Mexico, or other regulatory agencies. All toilets shall be connected to the subdivision sewage disposal system. No trash, brush or other material shall be burned except in compliance with the fire regulations of the Lincoln National Forest and/or County policies.
- i) Individual water wells may not be constructed in or upon any lot. Upon commencement of construction of any improvements upon a lot, it shall be incumbent upon the lot owner to make connection to the water line installed in the street or easement abutting the lot and to make use of the same to the exclusion of any other domestic water source save for roof water collection systems for the collection of rainwater for irrigation purposes. These collection systems may be constructed upon any lot providing that said water collection system shall be concealed in such a manner as to not detract from the appearance of the lot. Plans for such water collection systems shall be approved by the RRVE ARC prior to installation. Under no circumstances will installment of a rainwater collection system for supplemental irrigation relieve or forgo the obligation to connect to the community water system for household or other domestic use.

- j) No excavation of property shall be performed nor shall any live tree within said subdivision with a diameter of six (6) inches or more be removed without prior approval of the RRVE ARC.
- k) No trade or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trash, junk, old vehicles not in operating condition, or any unsightly object shall be allowed upon or maintained or kept upon any of the lots, unless kept out of view. "Old vehicle not in operating condition" as referenced in this document refer to but are not limited to cars, trucks, boats and recreational vehicles displaying no registration or registration that has expired for one year or more. Except during construction work, no large construction machinery, dump trucks, tractors, blades, etc., may be parked upon any lot.
- l) No vehicle shall be operated on any lot or in the subdivision which emits noise at a level noxious and offensive to the sensibilities of owners of the lots in the subdivision, it being in the interest of maintaining the serenity and peacefulness of the area.
- m) Propane or butane tanks must conform to state regulations and shall be located so as not to detract from the appearance of the lot and shall be closed in with a material similar to that used in construction of the house. Appliances or equipment of any kind or nature, new or used, shall not be stored in open or public view, but shall be stored in such manner as not to detract from the appearance of the lot.
- n) The keeping of any animal, other than domesticated dogs, cats, or other such pets regularly kept inside the owner's residence, upon any lot within the subdivision is prohibited and the keeping of allowed domesticated animals shall be subject to reasonable regulations to be made by the POC of RRVE. Domesticated animals shall be kept at all times within animal proof fencing or under leash or other restraint. Exterior fencing six (6) feet or less in height may be installed in common with adjoining property owners.
- o) Plans for fences or freestanding walls shall be submitted for approval by the RRVE ARC.

- p) All exterior plans for buildings and plats showing location of same shall be submitted in writing for approval by the RRVE ARC prior to construction. Failure of the RRVE ARC to approve or disapprove such plans within thirty (30) days from the date the applicant has notice of receipt of submission shall be considered as approval of such plans.
- q) All utilities, including those for electricity, placed upon any lot in this subdivision shall be placed underground, and, in addition, all utilities shall be placed and maintained in accordance with the requirements of all local governmental authorities.
- r) No septic or other individual liquid waste or sewerage disposal system may be constructed or laced upon any lot (except for temporary portable toilets during construction or improvements). Upon commencement of construction or any improvements upon lot, it shall be incumbent upon the lot owner to make connection to the sewer line installed in the street or easement abutting the lot and to make use of the same to the exclusion of any other liquid waste or sewerage disposal system.
- s) No fencing or other improvements shall be allowed within, upon or over any easement as designated on the plat.

2. **Property Owners Committee:** The Property Owners Committee of Rancho Ruidoso Valley Estates is a not-for-profit corporation, acting as the homeowners' association of the subdivision, which consists of all lot owners in said subdivision. Membership in the Property Owners Committee of Rancho Ruidoso Valley Estates may not be held or conveyed separately from ownership of a lot.

A Board of Directors is hereby created to administer the Restrictions and ensure high standards of development and provide for maintenance, repair, replacement and improvement of all public ways, streets, ways and common areas located in the subdivision. Declarant reserves for the board the power to control the reasonable use, maintenance, repair, replacement and improvement of all public ways,

streets, and common areas (to the extent that they are not maintained by a governmental or quasi governmental agency) located in the subdivision and all utilities which may be constructed or installed for the benefit of the subdivision ( to the extent that they are not maintained by the utility operator) as set forth in the Exhibit “A” and “B” attached hereto, or in the plat on file. Declarant reserves for the board the right to make such exceptions to the restrictions as the board shall and its sole discretion deem advisable. The board shall consist of five (5) members, all of whom shall be lot owners, and elected by the lot owners. The notice shall set forth the date and place of the election, and shall solicit nominations for the names of lot owners to serve as members to be elected. The five elected members shall, by majority vote, elect a chairman and other officers amongst themselves. The board shall then continue to carry out the duties imposed upon it by these covenants and restrictions, shall hold such meetings and keep such minutes as it may deem necessary, promulgate rules for future elections, filling of vacancies and such other matters as it sees fit to provide for the administration and enforcement of these covenants and restrictions.

3. **Maintenance:** All streets or roadways a budding or providing access to more than one lot, non-exclusive parking areas, utilities and easements within the subdivision, and other common areas and Facilities within the subdivision shall be maintained in good and serviceable condition including repairing, replacing and improving same to standards established by the Board of Directors (to the extent that they are not maintained by a governmental or quasi governmental agency or utility company). The costs and expenses incurred in providing such service and maintenance, as well as any common area utility expenses and insurance expenses, shall be shared by all lot owners and the same proportion that the number of residential lots owned bears to the total number of residential lots in the subdivision.
4. **Ingress and Egress:** A perpetual easement for ingress, egress, maintenance, repairs and replacements is hereby established on all

streets, driveways, ways, non-exclusive parking areas, and common areas now or hereafter existing in respect to the subdivision. [In addition, the owner(s) of residential lots on which street lights are or may at some future date be located hereby grant a perpetual easement for the board, its successors, and assigns to enter upon the lot for the purpose of installation, maintenance, repairs and replacements of such street lights.] Each owner, and their respective employees and invitees, she'll have the right to use all common driveways, streets and ways for the purpose of ingress and egress throughout, to and from the subdivision.

5. **Common Area Ownership:** The owner of each residential lot is hereby granted and undivided interest (but without right of petition) in and to the streets and common areas and facilities now or hereafter existing within the subdivision, the same proportion that the number of residential lots owned bears to the total number of residential lots in the subdivision. Each owner here by irrevocably appoints Declarant as attorney in fact to encumber, convey, or otherwise deal with the entire common area for all purposes.
  
6. **Assessments:** The Board of Directors shall have the power and authority to levy assessments for the carrying out of the provisions of this declaration, and shall from time to time notify lot owners of such assessments due in accordance with the percentage of cost sharing ( stipulated in Section 3), hereof (hereinafter referred to as “Assessments”). Such notice shall be given by mail addressed to the owner at their last known or usual postal address or by posting a notice of such assessments upon the owner’s lot. all such assessments will be due upon receipt of such notice, although non-receipt of such notice, although non-receipt shall not relieve the lot owner of the obligation to pay the amount due.

7. **Personal obligation for assessments:** Each present owner of a lot, and all future owners of lots by the acceptance of a deed or other conveyance there too, whether or not it shall be so expressed in any such deed or other conveyance, covenant and agree to pay to the board the assessments against such lot (provided for in Paragraph 6 above), together with such interest thereon and the cost of collection thereof as provided for hereinafter. Each such assessment together with interest thereon and cost of collection thereof as hereinafter provided, shall also be and remain the personal obligation of the owner of such lot at the time such as assessments become due and payable, notwithstanding any subsequent transfer of title to such lot. Such personal obligation shall not pass to such owner's successor in title unless expressly assumed by such successor, but the payment of such charge shall continue to be secured by the lean referred to below. The Board of Directors shall upon demand at any time furnish to any owner a certificate in writing signed by a member of the Board of Directors setting forth whether or not there are such any unpaid charges against the lot of such owner. Such certificate shall be conclusive evidence of payment of any charge therein stated to have been paid as to any third party who in good faith relies thereon to his economic detriment.
8. **Lien: Effect of Non-Payment of Charge; Remedies of Board:** The payment of the assessments on each lot provided for in paragraph 6 above, together with interest thereon and the cost of collection thereof provided for below, shall be and is hereby secured by a continuing lien on such lot and all improvements thereon against which such charge was levied. If such charge is not paid by the thirteenth of the month in which due, a late fee may also be charged, and such charges shall bear interest from the date they become due till paid at the rate of ten percent (10%) per annum. The Board of Directors made bring an action at law against the owner personally obligated to pay any such charge and an action at law to foreclose the lien securing the same, and which event there shall be added to the amount of such

charge all reason expenses of collection, including court costs and reasonable attorney's fees.

9. **Subordination of Lien to Mortgages:** The lien securing the assessments provided for herein shall be subordinate to the lien of any deed or trust or mortgage or other liens now in existence or hereafter placed upon any lot for the purpose of securing indebtedness incurred to purchase or improve such lot; provided, however, that such subordination shall apply only to the charges which have become due and payable prior to the sale or transfer of such lot pursuant to a decree of foreclosure, foreclosure by trustee's sale under deed of trust, or conveyance in lieu of foreclosure. Such sale or transfer shall not relieve such lot from liability for any charge thereafter becoming due, not from the lien securing any such subsequent charge. In addition to the automatic subordination provided for above, the Board of Directors, in its discretion, may subordinate the lien securing any assessments provided for herein to any other mortgage, lien or encumbrance subject to such limitations, if any, as the Board of Directors may determine.
  
10. **Books:** The Board of Directors shall maintain books of account reflecting all income received and disbursements made from Directors maintenance charge. Any owner shall have the right to inspect such books at the office of the Board of Directors at any reasonable time
  
11. **Binding Effect:** These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them from the date of the filing of these covenants, and shall be automatically continued in force for successive periods of one year each unless discounted or amended at the end of the first or any subsequent one-year period by a vote of fifty-one percent (51%) or more of the lot owners. Record owners of the lot shall be entitled to



one vote for each lot as shown on the recorded plat, provided, however, that at any time hereafter any of the said covenant or restrictions may be alleviated, amended, released or extinguished by written instrument duly executed, acknowledged and recorded by the owners of no less than fifty-one (51%) of the lots in the said subdivision.

12. **Variances:** In the event any of the above covenants and restrictions create an undue hardship on the owner of a lot in the subdivision, the board will have the right to grant reasonable variances. Such variances may include the allowance of a commercial enterprise carry on within the residents such as an art studio, craft shop, antique shop or other endeavours which do not change the residential character of the home or the neighbourhood. Request for variances shall be in writing. Failure of the board to approve or disapprove such request within thirty (30) days from the date of applicant has notice of receipt of the request for variance she'll be considered as approval of such variances.
13. **Non-Waiver:** Failure to enforce any Restriction, Condition, Covenant, or agreement herein contained shall be in no event deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequent thereto. In any event any covenant or condition or restriction hereinabove contained, or any portion thereof, if that invalid or void, such in invalidity or voidness shall in no way affect any of the other covenants, conditions or restrictions which shall remain in full force and effect.
14. **Enforcement:** The terms and provisions of this declaration shall inure to the benefit of and be enforceable by the Declarant, the Board of Directors, all owners and by the holders of any lien on a lot. This declaration may be enforced in any proceedings at law or an equity against any person or entity violating or threatening to violate any

term or provision hereof to enjoin or restrain such violation to recover damages for such violation and against any of the lots to enforce the liens created hereby.

15. **Incorporation:** All of the terms and provisions contained herein shall be construed as being adopted in each and every contract, deed and conveyance hereafter executed by owners, their successors and assigns, conveying all or any part of the land described herein, whether or not referred to therein, and all the states and warranties of title conveyed or contained therein shall be subject to the terms and provisions hereof.
  
16. **Gender and Grammar:** The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions thereof apply either to corporations (or other entities) or individuals (male or female) shall in all cases be assumed as though in each case fully expressed.
  
17. **Titles:** The titles of the articles and sections of this declaration are for convenience only and shall not be used to construe, interpret or limit the meaning of any Covenant, Restriction or other term or provision herein contained.
  
18. **Counterparts:** This declaration may be executed in two or more counterparts, each of which shall be an original but all of which, taken together, shall constitute one and the same instrument.
  
19. **Successors in Title:** All of the terms and provisions of this declaration shall apply to, be binding upon, and inure the benefit of the undersigned owners, all lessees or tenants of the undersigned

owners, and the respective heirs, legal representative, successors and assigns of all such parties.

20. **Declarant's Rights:** Notwithstanding any other express or implied provision of this declaration to the contrary, but solely for the reasons set forth in this Paragraph 20, the Declarant reserves unto itself and its successors and assigns the absolute, unqualified and unilateral right to amend, modify, cancel, terminate and abandon this declaration, or any provision hereof, in the event that the Declarant deems such act to be reasonable and proper in order to:

- a) Convey, dedicate or contribute all or any portion of the streets, ways or other common areas or facilities to any federal, state, county or other governmental or quasi-governmental body;
- b) Convey, dedicate or contribute all or any portion of the common areas or facilities, including the granting of easements, to any public or private utility company or similar entity:

Provided, however, that in such event either the Declarant, or the governmental or quasi-governmental body, or the utility company or similar entity, shall expressly assume the obligations of maintenance incident thereto subject only to such rights of taxation or assessment as it may possess apart from this declaration.

IN WITNESS WHEREOF, the Declarant executes this instrument on the day and date first above written.

## **ARCHITECTURAL REVIEW COMMITTEE PROCESS**

The Covenants, Conditions and Restrictions of Rancho Ruidoso Valley Estates require that all exterior building projects and structures be submitted in writing to the Architectural Review Committee and/or the Board of Directors for approval.

The process for submitting and obtaining approval is designed to be straight-forward:

1. Obtain a submission package.
2. Complete package and submit in writing for approval.
3. Package reviewed for compliance and/or variances.
4. Requestor notified of approval or denial.

Specific steps in the process, along with the associated time lines involved, are provided below.

### **GLOSSARY OF TERMS AND ABBREVIATIONS:**

Property Owners Committee, Rancho Ruidoso Estates.....POCRRVE  
POCRRVE Board of Directors.....Board  
POCRRVE Architectural Review Committee.....ARC  
Declaration of Covenants, Conditions and Restrictions.....CCR's

## **PROCESS:**

The following outlines how submissions to the ARC are to be made and what process is followed:

1. Notify POCRRVE of desire to submit a request to ARC. Please provide your name, address, and telephone number to:
  - a) Phone: 575-336-2125
  - b) Mail: Property Owners Committee  
Rancho Ruidoso Valley Estates  
P.O. Box 1231  
Alto, NM 88312-1231
2. POCRRVE will notify ARC chair (or their appointed delegate) of request.
3. ARC will provide requesting member, or potential member, a copy of the ARC Guideline package.
  - a) ARC Guidelines package will be mailed to the requestor within five (5) working days.
  - b) ARC Guidelines package will consist of the following:
    1. Outline of process and associated time lines.
    2. References to most common items in CCR's and additional detail.
    3. Standard form for making submissions to ARC.
    4. Copy of current POCRRVE CCR's.
4. Requesting member, or potential member, completes submission (per standard form) and submits to ARC.
5. ARC provides written notification of receipt of completed submission to requestor.
  - a) ARC and/or board has thirty (30) days from *receipt of completed submission* to provide requester a response indicating either approval or denial.
  - b) Failure on the part of the ARC and/or board to provide above response to the requestor within the thirty (30) day time frame will constitute approval of the submission.

6. ARC reviews submission.
  - a) ARC member will contact requestor for additional information and/or further specifics required.
  - b) ARC member(s) will arrange for onsite visit as required.
  - c) ARC will review request and findings at either regularly scheduled, or special ARC meeting.
7. Determination
  - a) ARC will make determination regarding approval or denial in circumstances where no variance to existing CCR's is present.
  - b) ARC will provide a recommendation to the board in circumstances where a variance to existing CCR's is present, and the board will make the final determination regarding approval or denial.
8. ARC or board provides written notification to requesting member, or potential member, of determination.
  - a) Copies of all documents regarding the submission will be kept in ARC files.
  - b) Every ARC determination and/or recommendation: variance or not, approved or denied; will be presented to the board for review and file.

*These processes approved on 02-15-2009.*

**STANDING RULES FOR GENERAL MEMBERSHIP  
PARTICIPATION IN BOARD MEETINGS  
AND/OR ANNUAL MEETINGS**

1. Members must submit a legitimate agenda item in writing/email to the president at least one (1) week before the next scheduled board meeting and six (6) weeks before the annual meeting. (An agenda is to be presented to the membership at least thirty (30) days prior to the annual meeting.)
2. Speakers are requested to use a centrally located position when addressing the board.
3. Questions and comments should be addressed to the entire board, not to individual board members, the president, or members of the audience.
4. Prior to addressing the board or property owners, all speakers should state their name and address.
5. When a specific topic is under consideration, questions and comments should be confined to the matter under discussion, and not extended to any other matter.
6. A limit of five (5) minutes shall be allotted to each speaker on any given item. Each speaker may speak no more than twice on any given item and the second speech may only occur after all others who wish to speak have spoken.
7. A speaker who does not need the entire five minutes may not yield any unused portion of the time to another speaker.
8. On controversial issues, speakers for and against a given topic may be recognized alternately by the president.
9. Board members may interrupt a speaker for the purposes of clarification and information.

10. Speakers are requested not to repeat points already made by previous speakers.
11. It is expected that the speakers will observe the commonly accepted rules of courtesy, decorum, dignity and good taste. Resorting to personalities will be ruled out of order, as will the use of intemperate, abusive and defamatory language.
12. Written statements will be received by the board in addition to, or in lieu of, oral presentations.



## **GUIDELINES FOR “DEBATE ON THE QUESTION” AT ANNUAL MEETINGS**

1. Rules for Presiding Officer during Debate:
  - a) Recognize each speaker by name if possible or ask them to state their name and address for the record.
  - b) Remain seated unless the view between the member and the chair is obstructed.
  - c) Does not enter into discussions unless he/she leaves the chair.
  - d) Does not interrupt unless assembly’ rules are violated, or disorder arises.
  - e) Except by order of the assembly, the presiding officer cannot close debate so long as any member desires the floor.
2. Rules for the Assembly:
  - a) Assembly Member: Recognition
    - 1) Assembly speakers must obtain the floor by:
      - i. Rise in place or go to the microphone
      - ii. Face the chair
      - iii. Be recognized by the chair
    - 2) Remain standing, state your name and speak in the debate
  - b) Assembly Member: Rules for Debate
    - 1) Related to Timing/Duration:
      - i. Each member has the right to speak twice on the same question on the same day.
      - ii. No one can speak longer than permitted by the rules without the permission of the assembly.
      - iii. Debate must be confined to the merits of the pending question.
    - 2) Related to Basic Etiquette:
      - i. Address all remarks to the chair
      - ii. Maintain a courteous tone
      - iii. Avoid injecting a personal note
      - iv. Never attack or allude to the motives of members.
      - v. Always refer to officers only by title.

- vi. Avoid mention of other members' names as much as possible.