

AMENDED BYLAWS
OF
CALLE FELIBERTO ROAD MAINTENANCE ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is Calle Feliberto Road Maintenance Association, hereinafter referred to as the "Association." The principal office location of the corporation is 342 Calle Feliberto, El Prado, NM and its mailing address is P.O Box 1770 El Prado, NM, 87529.

ARTICLE II
DEFINITIONS

"Road Maintenance Agreement" shall mean and refer to the Calle Feliberto Road Maintenance Agreement recorded on April 12, 2021, in Book 1084, Pages 651, as Document No. 452047, records of Taos County.

"Calle Feliberto Properties" shall mean and refer to the properties served by Calle Feliberto Road, as shown on Exhibits "A, A1, A2" and to the Road Maintenance Agreement.

"Lot" shall mean and refer to any parcel located within the "Calle de Feliberto Properties."

"Legacy Lot" shall mean and refer to any Lots described on Exhibit "B" to the Road Maintenance Agreement, for so long as such Lot is owned by the same record owner as the person or persons who own it on the effective date of the Road Maintenance Agreement or to their descendants.

"Improved Lot" shall mean and refer to any Lot which is not a Legacy Lot and which is improved with a residence which has received a certificate of occupancy.

"Unimproved Lot" shall mean and refer to any Lot which is not a Legacy Lot and upon which there is not a residence which has received a certificate of occupancy.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

"Road" shall refer to Calle Feliberto Road, as identified on Exhibit "A" to the Road Maintenance Agreement.

“Association” shall mean and refer to Calle Feliberto Road Maintenance Association, Inc., its successors and assigns.

"Member" shall mean and refer to every person holding a membership in the Association by virtue of his/her or its execution or ratification of the Road Maintenance Agreement and any successor in interest to such person.

“Maintenance” is all reasonable maintenance, repairs, and improvements, including snow removal, performed upon the Calle Feliberto Road.

“Assessment” is the annual amount levied by the Association to each Lot owned by a Member for costs related to the Association’s Maintenance and administration.

ARTICLE III **MEMBERSHIP**

Every person or entity who is a record owner of a fee interest (or those persons who collectively own a fee interest) or a person or entity who is an owner by virtue of a contract of purchase of record of a Lot shall, upon execution or ratification of the Road Maintenance Agreement, be a Member of the Association. The foregoing is not intended to include persons or entities holding an interest as security for the performance of an obligation. Membership is appurtenant to and may not be separated from ownership of any Lot.

ARTICLE IV **VOTING RIGHTS OF MEMBERS**

Section 1. Each Member shall have one vote, regardless of the number of Lots owned.

Section 2. When more than one person holds an interest in a Lot, the percentage voting right associated with such Lot shall be exercised as they among themselves determine, but in no event shall fractions of a vote or more than one vote be cast with respect to any Lot. Where there is more than one owner of a Lot, the several record owners of such Lot shall be required to designate, by prior written notice to the Association, the particular owner who shall cast the votes appurtenant to that Lot. If the several owners of any Lot are unable or unwilling to designate a particular owner to vote, then the membership appurtenant to that Lot shall not be entitled to vote on any Association affairs until such designation is made. In the event a real estate installment contract of purchase is executed upon any Lot, where the contract purchaser has the right of possession to the land and therefore equitable title thereto, the contract purchaser, and not the contract seller, shall be the Member holding the voting right, unless an agreement between the contract seller and contract purchaser provides to the contrary.

ARTICLE V **MEETING OF MEMBERS**

Section 1. The first annual meeting of the Members to take place under these bylaws shall occur within ninety days of the recording of the Road Maintenance Agreement, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Meetings of Members may occur virtually as permitted by New Mexico law.

Section 2. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote 50% of the total votes of the membership.

Section 3. Written notice of each meeting of the Members shall be given by or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or via email with delivery confirmation, at least thirty (30) but not more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing in the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, if the meeting is to be virtual, the manner in which access to and participation in the meeting is to be ensured. In the case of a special meeting, the notice shall state the purpose of the meeting.

Section 4. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, 50% of the votes of the membership shall constitute a quorum for any action except as otherwise provided in these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary at least twenty-four (24) hours prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

ARTICLE VI **BOARD OF DIRECTORS**

Section 1. The affairs of this Association shall be managed by a Board of seven (7) to nine (9) Directors, which include four (4) Officers, each of whom shall be a Member of the Association or an agent for a Member of the Association pursuant to a written designation for this purpose.

Section 2. The Directors of the Association are the persons signing these Amended Bylaws. Their terms shall commence upon ratification of this agreement by the County of Taos, NM. The Directors will serve a two year term.

Section 3. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. This vote may occur by mail or at any annual or special meeting. In the event of death, resignation, or removal of a Director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her Board preapproved actual expenses incurred in the performance of his or her duties.

Section 5. The Directors shall not be liable to the Members for any mistake of judgment, negligence, or otherwise except in the event of willful misconduct or malfeasance. The Association shall indemnify and hold harmless each of the Directors (including the initial Directors appointed in the Articles of Incorporation) against all contractual liabilities to others arising out of contracts made by the Board of Directors on behalf of the Association and its Members, and in connection with any acts performed pursuant to the Articles of Incorporation; provided, however, this paragraph does not apply to any contract, agreement or liability which shall have arisen or been incurred prior to the date on which the Association shall have been incorporated by the State of New Mexico.

ARTICLE VII **NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination for election to the Board of Directors shall be made from the floor at the second of every annual meeting of the Members. The current Directors of the Association of these Amended Bylaws are identified on the signature lines below for the Directors.

Section 2. The next nomination and election of Directors shall take place at the second annual meeting of the Members held following the ratification of these Bylaws then every two years thereafter. All Directors, including Officers, of this Association shall be elected by the Members and each shall hold office for two (2) years unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve. At such election, the Members or their proxies may cast as many votes as they are entitled to exercise under Article IV of these Bylaws. The person or persons receiving the largest number of votes shall be elected.

ARTICLE VIII **MEETINGS OF DIRECTORS**

Section 1. Regular meetings of the Board of Directors shall be held semi-annually, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. No meeting shall be held outside Taos County, New Mexico, without unanimous consent of all Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two Directors after not less than three (3) days notice to each Director. Attendance by a Director at any meeting of the Board shall be waiver of notice by him of the time and place thereof. If all the Directors are present at a meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3. A majority of the number of Directors present in person or in proxy shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present in person and in proxy at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Members of the Board of Directors or any committee designated thereby shall be entitled to participate in a meeting of the Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

Section 5. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE IX **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. The Board of Directors shall have the power to:

A. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these Bylaws or the Articles of Incorporation;

B. Fix, levy, collect and enforce payment of the assessments of the Members for payment of funds sufficient to accomplish the purposes of the Association; provided, however, notice of each assessment shall be given by email or first class mail at least thirty (30) days prior to its due date;

C. Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association;

D. Bring an action at law and to foreclose the lien against the member personally obligated to pay the assessments if such are not paid within sixty (60) days after the due date. In such event, the prevailing party shall be entitled to reasonable attorney's fee and costs; and

E. Issue, or to cause any appropriate officer to issue, upon demand by any Member, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

Section 2. It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or any special meeting when such statement is requested in writing by one-third (1/3) of the Members who are entitled to vote;

B. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed; and

C. Issue, or to cause any appropriate officer to issue, upon demand by any Member, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

ARTICLE X **OFFICERS AND THEIR DUTIES**

Section 1. The Officers of this Association are president, vice president, secretary and treasurer, all of whom shall be members of the Board of Directors. and such other officers as the Board may from time to time by resolution create. The current Officers of the Association of these Amended Bylaws are identified on the signature lines below for the Directors.

Section 2. The next nomination and election of Officers and Directors shall take place at the second annual meeting of the Members held following the ratification of these Bylaws then every two years thereafter.

Section 3. At each election, the Members or their proxies may cast as many votes as they are entitled to exercise under Article IV of these Bylaws. The person or persons receiving the largest number of votes shall be elected. The Officers and Directors of this Association shall hold office for two (2) years unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Any Officer may be removed from office with or without cause by the Board of Directors. Any Officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

Section 7. The duties of the Officers are as follows:

PRESIDENT: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out and shall sign all written instruments.

VICE-PRESIDENT: The vice-president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

SECRETARY: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

TREASURER: The treasurer shall invoice, receive, and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

Section 8. Officers, as members of the Board of Directors, shall be indemnified for any act they may perform on behalf of the Association.

Section 9. As with all members of the Board, no Officer shall receive compensation for any service he or she may render to the Association. And, as with any Director an Officer may be reimbursed for his or her Board preapproved actual expenses incurred in the performance of his or her duties.

ARTICLE XI

BOOKS AND RECORDS

All financial and other records, as defined in §47-16-5 of the New Mexico Homeowner Association Act shall be made available to Members as provided in that Act.

ARTICLE XII **ASSESSMENTS**

Section 1. As provided in the Road Maintenance Agreement, the Board of Directors shall determine the Assessment for costs related to Maintenance and administration to be levied upon each Lot which is owned by a Member, subject to these bylaws of the Association, as may be amended from time to time; provided however, the Assessment for each Legacy Lot shall never exceed Twenty Five and 00/100 Dollars (\$25.00). The initial assessment for each Improved Lot shall be Three Hundred and 00/100 Dollars (\$300.00); and the initial assessment for each Unimproved Lot shall be One Hundred and fifty and 00/100 Dollars (\$150.00). Further, an assessment of Three hundred and 00/100 Dollars (\$300) shall be levied for construction associated with converting an Unimproved Lot to an Improved (dwelling) Lot. For any developed lot that runs a cottage industry/home occupation that impacts the road with added traffic, or rents out a room or second building on their property, there will be an additional annual Assessment of Three hundred and 00/100 (\$300.) In addition, overnight parking is strongly discouraged as it is a safety hazard, as indicated by signage.

The Board of Directors is authorized to levy additional assessments; provided, the cost for each Improved Lot shall be twice the assessment for each Unimproved Lot. Assessments collected by the Association shall be used to provide for the reasonable Maintenance, for administrative costs and attorney fees incurred in the collection of Assessments and defense of the Association.

Section 2. Each Member of the Association covenants and agrees to pay to the Association such assessments as may be levied, from time to time, as provided in the Road Maintenance Agreement. Assessments, together with such interest, costs, and reasonable attorney's fees as shall be applicable, shall be the obligation of the beneficial owner of such property at the time of the assessment and shall constitute a lien against the Lot owned by the Member until paid in full.

ARTICLE XIII **MISCELLANEOUS**

Section 1. These Bylaws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy; provided, however, that the power to amend aforesaid shall not authorize any amendment (1) authorizing the alteration of the requirement that all Members assent in writing to the dissolution of the Association, or (2) altering the right of each Lot owner to membership in the Association with rights appurtenant thereto.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control.

Section 3. The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we being all the Directors of Calle Feliberto Road Maintenance Association have hereby adopted the foregoing Bylaws of the Association by unanimous written consent as shown by our signatures below, this _____ day of _____, 2021.

Roland Jacobs, President and Director

Jim Wilkins, Vice President and Director

Carolyn Kahn, Secretary and Director

Stacy Pierce, Treasurer and Director

Ben Cesarez, Director

Doug Daubert, Director

Steve Haskin, Director

Matt Schultz

Rhonda Vanderhoff