

**Amended and Restated By-Laws of  
Sunrise Bluffs Homeowners Association, Inc.**

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November 9, 2021

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Sunrise Bluffs Homeowners Association, Inc.

WHEREAS, the Sunrise Bluffs Homeowners Association, Inc. desires to amend and restate in full the existing By-Laws of the Sunrise Bluffs Homeowners Association, Inc.

NOW THEREFORE, the existing By-Laws of the Sunrise Bluffs Homeowners Association, Inc. are hereby amended and restated in full, as follows:

Article I

Name, Principal Office, and Definitions

1.1 Name. The name of the corporation is SUNRISE BLUFFS HOMEOWNERS ASSOCIATION, INC. (the "Association").

1.2 Principal Office. The principal office of the Association shall be located at 1000 Sunrise Bluffs Drive, Belen, New Mexico, 87002. The Association may have such other offices, either within or outside the State of New Mexico, as the Board of Directors may determine or as the affairs of the Association may require.

1.3 Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sunrise Bluffs Community filed in the real estate records of Valencia County, New Mexico, as it may be amended from time to time (the "Declaration"), unless the context indicates otherwise.

Article II

Association: Membership, Meetings, Quorum, Voting, Proxies

2.1 Membership. The Association shall have one class of membership, as more fully set forth in the Declaration, the terms of which as to membership are incorporated by reference herein.

2.2 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate, either within the Properties or at another convenient location.

2.3 Annual Meetings. An annual meeting of the Members of the Association shall be held at least once each year. The date, time and place of each annual meeting shall be the second Tuesday of the month of November at the Community Clubhouse located at 1000 Sunrise Bluffs Dr. at 10:00 am. If it is not possible or practical to hold the annual meeting on said date or time, the Board of Directors may

set the annual meeting for some other day, time or location, provided that the annual meeting is held during the fourth calendar quarter of each year.

2.4 Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Members representing at least twenty-five percent (25%) of the Members in the Association.

2.5 Notice of Meetings.

Written or printed notice stating the place, day and hour of any meeting of the Members of the Association shall be delivered, either personally, by email or by mail, to each Member, not less than ten (10) nor more than fifty (50) days before the date of such meeting of the Members, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Members, as applicable, at his address as it appears on the records of the Association, with postage prepaid.

2.6 Waiver of Notice.

2.7 Adjournment of Meetings. If any meeting of the Members cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time no less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Member present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

2.8 Voting. The voting rights of the Members shall be as set forth in the Declaration and in these By-Laws, and such voting rights provisions are specifically incorporated by reference herein. Ballots, if used for an election by Members, shall be counted by a neutral third party or by a committee of volunteers, in accordance with the applicable provisions of law.

## 2.9 Proxies.

On any matter as to which a Member is entitled to personally cast the vote for his Lot), such vote may be cast in person, by absentee ballot, or by proxy, subject to the limitations of the New Mexico law and subject to any specific provision to the contrary in the Declaration or these By-Laws. Every proxy shall be in writing specifying the Lot for which it is given, dated and signed by the Member or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. A Member's proxy shall be valid only for the meeting at which it is cast.

Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two (2) or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Lot for which it was given, upon receipt by the Secretary of written notice of revocation of the proxy, or of the death or judicially-declared incompetence of a Member who is a natural person.

2.10 Majority. As used in these By-Laws, the term "Majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than 50% of the total eligible number.

2.11 Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence of Members representing 12.5% of the Members in the Association shall constitute a quorum at all meetings of the Members.

2.12 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book in the form of corporate minutes, all resolutions adopted and all other material transactions occurring at such meetings.

2.13 Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by two-thirds of the Members entitled to vote on such matter.

2.14 Attendance at Meetings by Members. All Members shall have the right to attend and speak at all open meetings of the Association Members. Subject to the provisions of Sections 2.13, and only to the extent required by law, if at all, Members shall have the right to attend and speak at all open meetings of the Members. Notwithstanding the above, at a meeting of the Association Members, the Board may place reasonable time restrictions on those persons speaking,. Any portion of a meeting that is generally required by law to be open may be closed only if that portion is limited to consideration of: (i) legal advice from an attorney for the Board or Association; (ii) pending or contemplated litigation; or

(iii) personal, health or financial information about an individual Member of the Association, an individual employee of the Association or an individual contractor for the Association.

### Article III

#### Board of Directors: Number, Powers. Meetings

##### A. Composition and Selection.

3.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. The directors shall be Members or residents; provided, however, no Owner and resident representing the same Lot may serve on the Board at the same time. A "resident" shall be any natural person fifty-five (55) years of age or older whose principal residence is a Lot within the Properties. In the case of a Member which is not a natural person, any officer, director, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one (1) such representative on the Board at a time.,.

3.2 Number of Directors. The Board currently consists of either three (3) or five (5) directors. The Board shall determine how many Directors are needed for the Board.

3.3

##### 3.4 Nomination and Election Procedures.

(a) Nomination of Directors. , N ominations for election to the Board shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and three (3) or more Members or representatives of Members. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each election to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such election. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled as provided in Section 3.5 below. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

(b) Election Procedures. Each Member may cast all votes assigned to the Lots which it represents for each director position to be filled from the list of candidates. A Member shall not be limited to voting for a director who resides within the Member's Block. There shall be no cumulative voting. That number of candidates equal to the

number of positions to be filled receiving the greatest number of votes shall be elected. For instance, in a circumstance where there are three (3) director positions open, and a slate of six (6) candidates, each Member would vote for three different candidates and the three (3) candidates receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms, without limit.

3.5. Election and Term of Office. Notwithstanding any other provision of these By- Laws:

(a) .

(b) . All directors shall be elected by the Members. At least a majority of the directors elected shall be Owners. Two (2) directors shall serve a term of two (2) years and one (1) director shall serve a term of one (1) year as such directors determine among themselves. All subsequent terms shall be two (2) years. The directors elected by the Members shall hold office until their respective successors have been elected.

3.6 Removal of Directors and Vacancies. Any director elected by the Members may be removed, with or without cause, by the vote of Members holding two thirds (2/3) majority of the Members entitled to be cast a vote for the election of such director. . Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Members who has three (3) consecutive unexcused absences from Board meetings, or who is more than forty-five (45) days delinquent (or is the representative of a Member who is so delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, resignation or removal of a director elected by the Members, the Members will elect a successor for the remainder of the term. The election shall take place within 60 days of the vacancy.

B. Meetings of Directors.

3.7 Organizational Meetings. The first meeting of the Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place the Board shall fix.

3.8 Regular Meetings. Regular meetings of the Board may be held at such time and place a majority of the directors shall determine, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) meeting per calendar quarter. Notice of the time and place of a regular meeting shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

3.9 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or Vice President or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication; or (d) E-Mail, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (e) telegram with charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) business days before the time set for the meeting. Notices given by personal delivery, telephone, e-mail or telegraph shall be delivered, telephoned, e-mailed or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

3.10 Waiver of Notice; Notice to Members.

(a) The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

(b) Notice of the time, date and location of Board meetings and drafts of any proposed policy resolutions shall be provided to Members at least forty-eight (48) 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. If required by law, Members shall have the limited right to speak at a Board meeting as addressed in Section 2.14, with the same limitations as addressed in Section 2.14.

3.11 Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons

participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

3.12 Quorum of Board of Directors. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13 Compensation. Directors shall not receive any compensation from the Association for acting as such unless approved by Members representing a majority of those voting on the matter of the Members in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested director.

3.14 Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings, recording in the form of corporate minutes all Board Resolutions and all material transactions and proceedings occurring at such meetings.

3.15 Open Meetings. Subject to the provisions of Section 3.16, all meetings of the Board shall be open to all Members and, if required by law, all Owners. However, to the fullest extent permitted by law: (i) attendees other than directors may not participate in any discussion or deliberation, unless permission to speak is given on their behalf by a director; if such permission is given, the President may limit the time any such individual may speak; and (iii) notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

3.16 Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a



meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.17 Powers. The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents, and as provided by law. The Board may do or cause to be done all acts and things which the Governing Documents or New Mexico laws do not direct to be done and exercised exclusively by the Members of the membership generally.

3.18 Duties. The duties of the Board shall include, without limitation:

- (a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses;
- (b) levying and collecting such assessments from the Owners;
- (c) providing for the operation, care, upkeep, and maintenance of the Common Areas as defined in the Declaration;
- (d) designating, hiring and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association ; provided, any reserve funds may be deposited, in the directors' best business judgment , in depositories other than banks;
- (f) making and amending from time to time the Use Restrictions and Rules, in accordance with the Declaration;
- (g) opening bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area, in accordance with the Declaration and these By-Laws;

- (i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board, in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;
- (j) obtaining insurance as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (k) paying the cost of all services rendered to the Association;
- (l) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (m) making available to any prospective purchaser of a Lot, any Owner, and the holders, insurers and guarantors of any Mortgage on a Lot, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Section 6.4 below;
- (n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties; and
- (o) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required or permitted by New Mexico law, the Association's Articles of Incorporation or the Declaration;

3.19 Management. The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy making authority or those duties set forth in Section 3.18(a), 3.18(b), 3.18(f), 3.18(g) and 3.18(i) above. The Declarant or an affiliate of the Declarant may be employed as managing agent or manager.

The Board may delegate to one (1) of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

3.20 Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

- (a) as determined by the Board, either accrual or cash accounting, as defined by generally accepted accounting principles, may be employed;
- (b) accounting and controls should conform to generally accepted accounting principles consistently applied;
- (c) cash accounts of the Association shall not be commingled with any other accounts;
- (d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commission, finder's fees, service fees, prizes, gifts or otherwise (anything of value received shall benefit the Association);
- (e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;
- (f) financial reports shall be prepared for the Association at least quarterly containing:
  - (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;
  - (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
  - (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
  - (iv) a balance sheet as of the last day of the preceding period; and
  - (v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution); and
- (g) an annual report consisting of at least the following shall be made available to all members within one hundred twenty (120) days after the close of the fiscal year, or any earlier time as required by law: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on a reviewed or compiled basis as the Board so determines. Each year the accounting firm preparing the income tax returns shall certify the account balances, cash and/or CDs are

correctly stated on the Association's financial statements. An audit by an independent public accountant will be performed in January every third year, starting in 2016.

3.21 Borrowing. The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain Member approval in the same manner provided in Section 8.5 of the Declaration for Special Assessments, if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed 100% of the budgeted gross expenses of the Association for that fiscal year.

3.22 Right to Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhood and other owners of residents associations, within and outside the Properties, provided, any common management agreement shall require the consent of a majority of the total number of directors of the Association.

3.23 Enforcement. In addition to such other rights as are specifically granted under the Declaration, the Board shall have the power to impose reasonable monetary fines, which shall constitute a lien upon an Owner's Lot, and to suspend an Owner's right to vote as a result of violation by the Owner, or any occupant, tenant, employee, guest or invitee of the Lot or the Owner, of any duty imposed under the Governing Documents. In addition, the Board may suspend any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charges owed to the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws or any rule shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction (which term does not include the imposition of assessments or interest or late charges on past due assessments) hereunder or under the Declaration, the Board or its delegate shall serve the applicable Owner with written notice describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than fourteen (14) days prior to the sanction becoming effective, within which time the Owner, and if applicable, the occupant that is the alleged violator, may present a written statement and/or a written request for a hearing to the Board; and (iv) a statement that the proposed sanction shall be imposed as contained in the Notice unless a challenge is begun within fourteen (14) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person. Notwithstanding the above, notice and hearing are not required for violations that pose an imminent threat to public health or safety.

(b) Hearing; Statement. If a hearing is requested within the allotted fourteen (14) day period, the hearing shall be held before the Board, in executive session. The Owner shall be afforded a reasonable opportunity to be heard. Following a hearing, if requested, or review of the Owner's written statement, if presented, if the Board, by a majority vote, does not approve the proposed sanction, then such sanction shall not be imposed. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the Board. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the Owner or its representative appears at the hearing or timely presents a written statement. The minutes of the Board shall contain a written statement of the Board's vote relating to approval or disapproval of the sanction, and the sanction imposed, if any.

(c) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Declaration, these By-Laws, or the rules of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules) or, following compliance with the dispute resolution procedures set forth in Article XIV of the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed as trespass.

#### Article IV

##### Officers

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President and Secretary shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

4.2 Election and Term of Office. The Board shall elect the officers of the Association at the first (1st) meeting of the Board following each annual meeting of the Members, to serve until their successors are elected.

4.3 Removal and Vacancies. The Board may remove any officer whenever in its judgment the best interests of the Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal or otherwise, for the unexpired portion of the term.

4.4 Powers and Duties. The officers of the Association shall each have such power and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the 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.

4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.13 above.

#### Article V

##### Committees

5.1 General. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

#### Article VI

##### Miscellaneous

6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board establishes a different fiscal year by resolution.

6.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of the Association proceedings when not in conflict with New Mexico law, the Association's Articles of Incorporation, the Declaration, or these By-Laws.

6.3 Conflicts. If there are conflicts between the provisions of New Mexico law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of New Mexico law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

6.4 Books and Records.

(a) Inspection by Members and Mortgagees. All financial and other records of the Association (as such phrase is defined by the New Mexico Homeowner Association Act) shall be

made available during regular business hours for examination by a Member within ten (10) business days of a written request. The Association may not charge a Member a fee greater than any statutory limit for copies; currently the limit is ten cents (\$.10) per page for copies. The Board shall provide for such inspection to take place at the office of the Association or at such other reasonable place as the Board shall designate.

(b) Rules for Inspection. The Board shall establish rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing any documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

6.5 Notices. Except as otherwise provided in the Declaration or these By-Laws, all notices, demands, bills, statements, or other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member ; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.6 Amendment.

(a) By the Declarant. The Declarant may unilaterally amend these By- Laws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; or (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. During the Declarant Control Period, the Declarant may unilaterally amend these By-Laws for any other

purpose, provided the amendment has no material adverse effect upon any right of any Member.

(b) By Members Generally. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing more than fifty percent (50%) of those voting on the matter of the Members in the Association. In addition, the approval requirements set forth in Article XII of the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

No Amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant, or the assignee of such right or privilege.

#### CERTIFICATION

We, the undersigned, certify that:

1. We are the duly elected and acting President and Secretary, respectively, of Sunrise Bluffs Homeowners Association, Inc., a New Mexico non-profit corporation (the "Association"), and
2. The foregoing Amended and Restated By-Laws constitute the Amended and Restated By-Laws of the Association, amending and restating the earlier By-Laws of the Association in full, and were duly adopted by Voting Members representing more than fifty percent (50%) of the Members in the Association, and the consent of the Declarant as of October 23, 2021.

Sunrise Bluffs Homeowners Association, Inc

By:

  
David D. Battleson, President

By:

  
Lorraine Keith, Secretary



