



**BY-LAWS
OF
HAWKS LANDING COMMUNITY ASSOCIATION
a New Mexico non-profit corporation**

**ARTICLE 1
INTRODUCTORY PROVISIONS**

1.1. **Applicability.** These By-Laws provide for the governance of HAWKS LANDING COMMUNITY ASSOCIATION, a New Mexico nonprofit corporation (herein the “Association”), with respect to HAWKS LANDING, a planned residential community located in Bernalillo County, New Mexico (the “Subdivision”), created by the Declaration to which these By-laws pertain.

1.2. **Definitions.** “Declaration” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Hawks Landing, as recorded in the office of the County Clerk for Bernalillo County, New Mexico, as the same may be amended from time to time. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration.

1.3. **Compliance.** Every Owner and all persons entitled to occupy a Lot shall comply with these By-Laws.

1.4. **Office.** The principal office of the Association shall be located at 8300 Carmel Ave NE, Suite 401, Albuquerque, New Mexico 87122, or at such other place in New Mexico as may be designated from time to time by the Board.

**ARTICLE 2
THE ASSOCIATION AND ITS MEMBERS**

2.1. **Composition.** The Association has been organized as a nonprofit corporation upon the filing of the Articles with the New Mexico Secretary of State as provided by law. The Association shall have the responsibility of administering and managing the Common Areas of the Subdivision, collecting Assessments, and performing all of the other acts to be performed by the Association pursuant to the Declaration and Articles. The foregoing responsibilities shall be performed by the Board or its Managing Agent as more particularly set forth in these By-Laws.

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

2.3. **Membership.** The membership of Hawks Landing Community Association at all times shall consist exclusively of the Owners of Lots as the term Owner is defined in the Declaration. Each Owner,

including the Declarants, as defined in the Declaration, shall automatically be a Member of the Association by virtue of his, her, or its ownership of a Lot; provided, however, that any such person or entity who or which holds such an interest merely as security for the performance of any obligation shall not be a Member. Membership in the Association shall be appurtenant to, and shall not be separated from, the ownership of the Lot. Ownership of a Lot shall be the sole qualification for membership in the Association. Upon the transfer of the fee-simple title to the Lot, howsoever caused or brought about, the membership of the transferor shall automatically cease, and the transferee shall automatically be and become a member of the Association.

2.4. Voting Rights of Members. Each Member shall have the right to cast one (1) vote for each Lot owned by such Member in accordance with the By-Laws. When more than one (1) person or entity holds such interest in a Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

2.5. Simple Majority Vote. Whenever the approval or disapproval of a Member is required by the Declaration or these By-Laws, such approval or disapproval shall be made only by the person or entity who or which would be entitled to cast the vote of such Lot at any meeting of Members of the Association. Except with respect to election of members of the Board and except where a greater number is required by the Declaration or these By-Laws, votes by Owners of more than fifty percent (50%) of the total votes present (voting in person or by proxy at one (1) time, at a duly convened meeting at which a quorum is present) are required to adopt decisions at any meeting of the Association. Any specified percentage of the Owners means the Owners owning such percentage of the votes in the aggregate.

2.6. Annual Meetings. The annual meetings of the Association shall be held during the fourth quarter of each calendar year on a date and at a time set forth by the Board. At such annual meetings, the Board shall be elected in accordance with these By-Laws, and such other business as may properly come before the meeting may be transacted. Notwithstanding the foregoing, the Declarants shall be entitled to select and appoint, in its sole discretion, Directors and Officers, in accordance with the Declarants Control Period as defined in Section 3.2 of these By-Laws.

2.7. Special Meetings. The President shall call a special meeting of the Association upon his or her own initiative at any time, or if so directed by resolution of the Board, or upon a petition signed and presented to the Secretary of the Association by Members holding not less than twenty percent (20%) of the aggregate percentage voting interests of the Lots in the Subdivision. Such meeting shall be held not more than sixty (60) days after receipt by the Secretary of the Association of such resolution or petition. No business shall be transacted at a special meeting except as stated in the notice.

2.8. 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 Owners as may be designated by the Board.

2.9. Notice of Meetings. The Secretary shall give to each Member a notice of each annual or regularly-scheduled meeting and of each special meeting of the Association, at least ten (10) but not more than sixty

(60) days prior to such meeting, stating the time, place, and purpose thereof. The giving of a notice of a meeting, either personally, by electronic means (fax, e-mail, etc.), or by mail, to each Member entitled to vote at such meeting shall be considered service of notice.

2.10. **Quorum.** The presence of Members at the meeting of the Association, in person or by proxy, entitled to cast twenty percent (20%) of the votes shall constitute a quorum. A quorum once attained continues until adjournment despite withdrawal of enough Members to leave less than a quorum. The action of members entitled to cast a majority of the votes present in person or by proxy at a meeting at which a quorum is present will be the act of the Members unless a greater vote is required by law, the Declaration, or these By-Laws.

2.11. **Adjournment of Meetings.** If at any meeting of the Association a quorum is not present, Owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting from time to a time, without notice other than announcement at the meeting.

2.12. **Action Without Meeting.** Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Members entitled to vote. Any such written consent shall be filed with the minutes of the proceedings of the Members.

2.13. **Proxies.** A vote may be cast in person or by proxy at all meetings of Members. Proxies shall be duly executed in writing, shall be valid only for the particular meeting(s) designated therein, and must be filed with the Secretary at or before the appointed time of the meeting(s). If a Lot is owned by more than one (1) person, any proxy to be valid must be signed by the person indicated in the Association records as the voting owner or by all of the Owners of such Lot. Such proxy may be granted by any Lot Owner only in favor of another Member, a holder of a mortgage on a Lot, or Declarant. All proxies shall be revocable, but shall be deemed revoked only upon actual receipt by the person presiding over the meeting of a written notice of revocation from any one (1) or more of the Owner(s) granting such proxy. A proxy shall:

a. be dated and executed by a Lot Owner, but if a Lot is owned by more than one (1) person, each owner of the Lot may vote or register protest to the casting of votes by the other owners of the Lot through a duly executed proxy, but in no case shall the total vote cast be more than that allocated to the Lot under the Declaration and these By-Laws;

b. allow for revocation if notice of revocation is provided to the person presiding over the subject Lot Owner meeting; and

c. be valid only for the Lot Owner meeting at which it is first cast.

A Lot Owner or other person shall not pay a company or person to collect proxy votes.

A proxy that does not comply with the requirements stated above or which purports to be revocable without notice shall not be considered a valid proxy.

2.14. **Conduct of Meetings.** The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting and a record of all transactions and proceedings occurring at such meetings. The then current edition of *Robert's Rules of Order* shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these By-Laws, or any other Association document. All votes shall be tallied by tellers appointed by the President.

2.15. **Membership List.** At least ten (10) days prior to each membership meeting, a complete list of the members entitled to vote at such meeting, and their respective addresses, fax numbers and e-mail addresses for notices, must be kept on file at the Association's office, open to inspection by any Member. Such list also must be produced and kept open at the time and place of the meeting for inspection by any Member at any time during the meeting. In the absence of substantial compliance with the requirements of this Section, and upon the demand of any Member present, the meeting must be adjourned until such compliance occurs. If no such demand is made, failure to comply with the requirements of this section does not affect the validity of any action taken at such meeting.

2.16. **Availability of Books and Records.** The Association shall keep at its principal office copies of the Association's books of account, financial records, financial statements for the previous fiscal year, lists of Owners, minutes of meetings of the Board and of the Association Membership, the Declaration, the Articles, these By-Laws, and Rules and Regulations, if any, all of which shall be available for inspection during the Association's regular business hours by any Owner, or any other interested person. All books, records, and papers of this Association are open for inspection, by prior appointment arranged not less than three (3) business days prior to the proposed time of inspection, for inspection and copying by an Owner or Member or by a person holding Declarant Rights under the Declaration. Such right of inspection may be exercised personally or by one (1) or more representatives. Upon request, the Association also will furnish to any Owner, Member or the Declarant copies (certified, if requested) of any and all of its books, records and other papers. The Association may make a reasonable, uniform charge for such copies and certification.

Notwithstanding the foregoing, the Association is not required to release or allow inspection of any books or records that identify or address an Owner's violation history with the Declaration, the Articles, these By-Laws, or the Association's Rules and Regulations or an Owner's personal financial information including records of payment/nonpayment of amounts due the Association, an Owner's contact information other than the Owner's address, or information related to an employee of the Association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual Owner. Nor shall the Association be required to release or allow inspection of any books or records of the Association which concern pending or threatened litigation including records of any executive meeting of the Board or an Executive Committee addressing such litigation. The Association's attorney's files and records relating to the Association are not records of the Association and are not subject to inspection by Owners.

2.17 **Voting by Mail.** Elections may be conducted by mail pursuant to a procedure established from time to time by the Board where Directors are to be elected by the Lot Owners.

ARTICLE 3
BOARD OF DIRECTORS

3.1. **Number and Qualifications.** The affairs of the Association shall be managed by a Board of Directors (referred to as the "Board" or "Directors"). The Board shall be composed of no less than three (3) natural persons, who need not be residents of New Mexico or Members of the Association. The first Board will consist of the three (3) Directors named in the Articles. The first Board will serve in accordance with these By-Laws until their successors have been duly nominated and elected, and have qualified and taken office. At the first meeting of the Directors following their election, they will by lot divide themselves into three (3) classes, one (1) with an initial tenure of one (1) year; one (1) with an initial tenure of two (2) years; and one (1) with an initial tenure of three (3) years. The Board may, by a unanimous vote, and without amending these By-Laws, decrease the number of Directors to not less than three (3), or increase the number of Directors to not more than five (5).

3.2. **Declarants Control Period.** Notwithstanding anything else to the contrary contained in these By-Laws, the Declaration, or in any other Association document, Declarants shall have the exclusive right to appoint and remove all Directors and Officers of the Association during the Declarants Control Period. The phrase "Declarants Control Period" shall mean the period commencing on the date hereof and ending on the latest date allowable by applicable law.

3.3. **Election of Directors.** With the exception of Directors appointed by the Declarants during the Declarants Control Period, the election of Directors for the number of directorships to be filled shall be held at the annual meetings of the Association. Persons qualified to be members of the Board may be nominated for election only at the meeting where Directors are to be elected. A Member may run for election to the Board, but must be an Owner in good standing under the terms of the Declaration and these By-Laws in order to run for the Board. After the close of nominations from the floor, the ballots shall be completed and submitted to the Secretary. The Secretary shall collect all ballots and examine them to verify that not more than one (1) ballot is submitted for each Lot, that the Member's right to vote is not then suspended as provided herein or in the Declaration, and that each proxy vote is submitted by an authorized proxy holder. Any disqualified ballots shall immediately be returned, in their envelopes, to the person(s) submitting them, and persons submitting disqualified ballots may replace them with properly qualified ballots at any time prior to the completion of counting of the ballots. The qualified ballots shall promptly be counted by a committee designated by the President, composed of two (2) or more Members who are not Directors, officers, or candidates for election.

3.4. **Persons Receiving Largest Number of Votes will be Elected.** The persons receiving the largest number of votes at the meeting will be elected as Directors, and the announcement of the elected Directors will be made at the meeting. The ballots may be destroyed after announcement of the results unless a review of the procedure is demanded by a majority of the Members present in person or by proxy at that annual meeting of Members.

3.5. **Term of Office.** The terms of office of any Director shall be fixed at three (3) years. Each member of the Board shall hold office until the earlier to occur of (i) the election and taking of office of his or her

successor, or (ii) his or her death, adjudication of incompetence, removal, or resignation. A Board member may serve an unlimited number of terms and may succeed himself or herself.

3.6. Removal or Resignation of Directors.

a. Any one (1) or more of the Directors may be removed with or without cause by a two-thirds ($2/3^{\text{rds}}$) majority vote of the Members entitled to vote at a special meeting of Members called for that purpose. A successor shall be elected to fill the vacancy thus created for the remainder of the term of the Director being replaced at a special meeting of Members called for that purpose promptly after the occurrence of such vacancy. In case of multiple vacancies, the person receiving the greatest number of votes shall be elected for the longest term. This section shall not apply to Directors appointed by the Declarants during the Declarants Control Period.

b. An Owner or Owners of not less than thirty percent (30%) of the aggregate percentage voting interests of the Lots in the Subdivision may propose the removal of a Director by giving notice thereof to the Secretary. Any Director whose removal has been proposed by such an Owner or Owners shall be given at least twenty (20) days' written notice by the Secretary of the time, place, and purpose of a special meeting of Members and shall be given an opportunity to be heard at the meeting.

c. A Director may resign at any time and shall be deemed to have resigned upon failure to attend three (3) consecutive regular meetings of the Board.

3.7. Vacancies. Except with respect to vacancies caused by the removal of a Director by a vote of the Owners as set forth in Section 3.6 above, all vacancies in the Board shall be filled by a vote of a majority of the remaining Directors. Any person so elected shall be a Director for the remainder of the term of the Director being replaced.

3.8. Powers & Duties. The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all of the responsibilities and exercising all rights of the Association as set forth in these By-Laws, the Articles, the Declaration, and as provided by law.

3.9. Delegation of Powers; Managing Agent. The Board may employ for the Subdivision a "Managing Agent" at a compensation established by the Board. The Managing Agent shall perform such duties and services as the Board shall authorize, including, but not limited to, any of the duties described in the Declaration, the Articles, and these By-Laws; provided, however, where a Managing Agent does not have the power to act under the Declaration, the Articles, or these By-Laws, such duties shall be performed as advisory to the Board. The Board may delegate to the Managing Agent all of the powers granted to the Board by the Declaration, the Articles, and these By-Laws other than the following powers:

- a. to adopt the annual budget, any amendment thereto;
- b. to adopt, repeal, or amend Rules and Regulations;

- c. to designate signatories on Association bank accounts;
- d. to borrow money on behalf of the Association;
- e. to acquire or mortgage Lots or to acquire, convey, or encumber Common Areas of the Association.

Any contract with the Managing Agent must provide that it may be terminated with cause on no more than thirty (30) days' written notice and without cause and without any penalty or other termination fee on no more than ninety (90) days' written notice.

3.10. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, but such meetings shall be held at least quarterly. Notice of regular meetings of the Board shall be given to each Director, by mail, fax, email, or hand delivery, at least ten (10) business days prior to the day designated for such meeting.

3.11. Special Meetings. Special meetings of the Board may be called by the President on at least three (3) business days' notice to each Director, given by mail, fax, email, or hand delivery, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) Directors.

3.12. Proof of Notice. An affidavit by the person or persons actually giving notice of any meeting, and attested by the Secretary is conclusive upon any person without actual knowledge of any defect in notice as to the regularity of any notice.

3.13. Waiver of Notice. Any Director may at any time in writing waive notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by him or her of the time, place, and purpose of such meeting. If all Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

3.14. Quorum of the Board. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of the majority of the Directors present at the meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting without notice other than announcement at the meeting. At any reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called and for which notice was properly given may be transacted without further notice. One (1) or more Directors may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment pursuant to which all persons participating in the meeting can hear and communicate with each other.

3.15. **Compensation.** Directors shall receive no compensation from the Association for acting as such, but may be reimbursed for any reasonable expenses incurred in the performance of their duties.

3.16. **Conduct of Meetings.** The President shall preside over all meetings of the Board, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. Such minute book shall be kept at the principal office of the Association and may be examined at any time by any Owner who may make copies of any entries therein. The Secretary shall, upon request of any Owner, for a reasonable charge, supply such Owner with copies of such minutes as the Owner designates, certified by the Secretary as being true and correct.

3.17. **Telephone Meetings.** Members of the Board may participate in a meeting of the Board by means of a conference telephone or other communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means shall constitute presence in person at the meeting. Board members are deemed present at any Board meeting for all purposes if a conference telephone or similar communication equipment is used by means of which all persons participating in the meeting can hear each other.

3.18. **Action Without Meeting.** Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Board. Any such written consent shall be filed with the minutes of the proceedings of the Board.

3.19. **Validity of Contracts with Interested Directors.** No contract or other transaction between the Association and one (1) or more of its Directors or between the Association and any corporation, partnership, firm, limited liability company, or association in which one (1) or more of the Directors is or are a director or officer, or directors or officers, or is or are financially interested, shall be void or voidable because such Director(s) is or are present at any meeting of the Board which authorized or approved the contract or transaction or because his, her, or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

a. the fact that a Director is also such a director or officer or has such financial interest is disclosed to or known by the other Directors and is noted in the minutes of such meeting, and the Board authorizes, approves, or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such interested Director(s); or

b. the contract or transaction is made in good faith and is fair to the Association at the time it is authorized, approved, or ratified.

3.20. **Inclusion of Interested Directors in the Quorum.** Any Director holding such directorship or office or having such financial interest in another corporation, firm, limited liability company, or association may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves, or ratifies a contract or transaction of the type described in Section 3.17 above.

3.21. **Limited Liability of the Directors.** In furtherance, and not in limitation, of Sections 53-8-25, 53-8-25.2, and 53-8-25.3 of the New Mexico Nonprofit Corporation Act (Sections 53-8-1 et seq., NMSA 1978), the Board, and the Directors in their individual capacities:

a. shall not be liable for the failure of any service to be obtained by the Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by an Owner or other person on the Subdivision property, unless in each such instance such injury or damage has been caused by the willful misconduct or recklessness of the Association or the Board;

b. shall not be liable to the Owners as a result of the performance of the Directors' duties for any mistake of judgment, negligence, or otherwise, except for the Directors' own willful misconduct or recklessness;

c. shall not be liable in contract to an Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument, or transaction entered into by them on behalf of the Board or the Association in the performance of the Directors' duties;

d. shall not be liable to an Owner, or such Owner's officers, employees, tenants, patients, guests, or invitees, for loss or damage caused by theft of or damage to personal property left by such Owner or his, her, or its officers, employees, tenants, guests, or invitees or entrusted to any employee or agent of the Association, except for the Director's own willful misconduct or recklessness;

e. shall not be liable for any use, misuse, or condition of a Lot or Dwelling Unit, for or other act or omission which might in any other way be assessed against or imputed to the Board members as a result of or by virtue of their performance or non-performance of their duties, except for the Directors' own willful misconduct or recklessness; and

f. shall have no personal liability arising out of the use, misuse, or condition of any Common Area, or which might in any other way be assessed against or imputed to the Directors as a result of or by virtue of their performance or non-performance of their duties, except for the Directors' own willful misconduct or gross negligence.

3.22. **Indemnification.** Each Director in his or her capacity as a Director, Officer, or both, and each Officer of the Association in his or her capacity as such, shall be indemnified by the Association against all expenses and liabilities, including damages, fines, penalties, costs, and attorney's fees, reasonably incurred by or imposed upon him or her in connection with any proceeding in which he or she may become involved by reason of his or her being or having been a Director and/or an officer of the Association, or any settlement of any such proceeding, whether or not he or she is a Director, officer, or both at the time such expenses are incurred, except in such cases wherein such Director and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Board (with the affected member abstaining if he or she is then a Director) approves such settlement and reimbursement as being in the best

interests of the Association. The indemnification set forth in this Section shall be paid by the Association on behalf of the Owners or may be provided by appropriate insurance coverage, and in either case the costs thereof shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director and/or officer may be entitled as a matter of law or agreement or by vote of the Board, the Owners, or otherwise.

ARTICLE 4 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. One (1) person may simultaneously hold two (2) or more of the offices enumerated in this Section 4.1, except that the President shall not simultaneously hold the office of the Secretary.

4.2. **Election.** The officers of the Association, except such officers as may be appointed or elected in accordance with the provisions of Section 4.3 or Section 4.5 below, shall be elected annually by the Board and each shall hold office until he or she shall resign or shall be removed, or otherwise be disqualified to serve, or a successor shall be elected, and has qualified and taken office.

4.3. **Subordinate Officers, Etc.** The Board may appoint such other subordinate officers, e.g., Assistant Secretaries or Assistant Treasurers, as the business and affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these By-Laws or as the Board may from time to time determine.

4.4. **Removal and Resignation.** Any officer may be removed, either with or without cause, by a majority of the Board, at any regular or special meeting of the Board, or, except in case of an officer elected by the Board, by any officer upon whom such power of removal may be conferred by the Board. Any officer may resign at any time by giving written notice to the Board, the President of the Association, or the Secretary of the Association. If at any time either the President or Secretary shall cease to be a Director, he or she shall be deemed to have resigned his or her office. Any 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.

4.5. **Vacancies.** A vacancy in any office because of death, adjudication of incompetence, resignation, removal, disqualification, or other cause shall be filled by the Board promptly after such vacancy occurs at a regular or special meeting of the Board in the manner prescribed in these By-Laws for regular elections or appointments for such office.

4.6. **Enumeration.** The Association's regular Officers are a President and Secretary/Treasurer, who are elected, at the first Board meeting following each annual meeting, for a term of one (1) year, and until their respective successors are qualified, unless any such officer sooner dies, resigns, is removed, or is disqualified or otherwise unable to serve. Officers must be members of the Board of Directors.

4.7. **President.** The President shall be the Chief Executive Officer of the Association and shall, subject to the control of the Board, have general supervision, direction, and control of the business and the assets of the Association and other officers. The President shall preside at all meetings of the Members and at all meetings of the Board. The President and any other one (1) officer or Director may prepare, execute, certify, and record any duly adopted Amendment to Declaration. The President shall be, ex officio, a member of any committee and shall have the general powers and duties of management usually vested in the office of the president of a nonprofit corporation or association and shall have such other powers and duties as may be prescribed by the Board or these By-Laws.

4.8. **Vice President.** In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed by the Board or these By-Laws.

4.9. **Secretary.** The Secretary shall keep, or cause to be kept, a book of minutes at the principal office of the Association or at such other place as the Board may order, of all meetings of the Board and of the Members, with the time and place of holding, whether regular or special, and if special, how authorized and how and when the notice thereof was given, the names of those present at the Board meetings, the number of votes present or represented at the Board meetings and the meetings of Members, and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office of the Association, a register showing the names of the Members and their addresses and the names and addresses of their proxies, if any; the number of votes each Member or proxy is entitled to cast; and certificates of Owners of Lots owned by more than one (1) person designating who is entitled to vote for such Lot.

4.10. **Treasurer.** The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping the financial records and books of account of the Association showing all receipts and disbursements, and for the preparation of all required financial data; and be responsible for the deposit of all monies in the name of the Association, or the Managing Agent, in such depositories as may from time to time be designated by the Board; and, in general, perform all the duties incident to the office of treasurer of a nonprofit corporation or association. The financial and accounting records of the Association shall be kept according to good accounting practices. All financial and accounting records shall be maintained for a period of at least seven (7) years.

4.11. **Execution of Documents.** All agreements, contracts, deeds, leases, checks, and other instruments of the Association for amounts in excess of Five Thousand Dollars (\$5,000.00) shall be executed by any two (2) officers of the Association. All such instruments for expenditures or obligations of Five Thousand Dollars (\$5,000.00) or less may be executed by any one (1) officer of the Association, unless by resolution the Board determines to require multiple signatures for expenditures of such lesser amount. Subordinate officers shall have no authority in these regards unless the same is explicitly conferred by the Board. The Board may delegate to any agent selected by it the authority to incur expenditures or obligations and to sign checks for amounts not to exceed \$5,000.00.

4.12. **Compensation of Officers.** Officers shall not receive any compensation from the Association for acting as such officer, unless approved by the affirmative vote of the then record Owners of not less than two-thirds (2/3^{rds}) of the Lots in the Subdivision. Officers may be reimbursed for any reasonable expenses incurred in the performance of their duties.

4.13. **Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person simultaneously may hold more than one (1) other regular office, but any regular officer also may hold one (1) or more special offices.

ARTICLE 5 COMMITTEES

5.1. **Committees of the Board.** 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.

5.2. **Telephone Meetings.** Members of a committee of the Board may participate in a meeting by means of a conference telephone or other communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means shall constitute presence in person at the meeting

ARTICLE 6 COMPLIANCE AND DEFAULT

6.1. **Relief.** Each Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these By-Laws, the Articles, and the Rules and Regulations of the Association (if any), as any of the same may be amended from time to time. In addition to the remedies provided in the Declaration, a default by an Owner shall entitle the Association, acting through its Board or through the Managing Agent, to the following relief:

a. **Additional Liability.** Each Owner shall be liable for the expense of all maintenance, repair, or replacement rendered necessary by his, her, or its act, neglect, negligence, carelessness, or recklessness or the act, neglect, negligence, or carelessness, or recklessness of such Owner's officers, employees, tenants, guests, or invitees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Association, and only to the extent he, she, or it would be liable therefor pursuant to the laws of the State of New Mexico. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy, or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its right of subrogation.

b. **Costs and Litigation Expenses, Including Attorneys' Fees.** In any proceeding arising out of any alleged default by or liability of an Owner, the prevailing party shall be entitled to recover the

costs of such proceeding and litigation expenses, including attorneys' fees in such amount as may be determined by the court to be reasonable.

c. **No Waiver of Rights.** The failure of the Association, the Board, or an Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, the Articles, these By-Laws, or the Rules and Regulations, shall not constitute a waiver of the right of the Association, the Board, or the Owner to enforce such rights, or any other right, provision, covenant, or condition in the future. All rights, remedies, and privileges granted to the Association, the Board, or an Owner pursuant to any term, provision, covenant, or condition of the Declaration, the Articles, these By-Laws, or the Rules and Regulations, shall be deemed to be cumulative and the exercise of any one (1) or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other rights or privileges as may be granted to such party by the Declaration, the Articles, these By-Laws, or the Rules and Regulations, or at law or in equity.

d. **Abating and Enjoining Violations by Owners.** The violation of any of the Rules and Regulations adopted by the Board (if any), the breach of the Articles or any By-Laws contained herein, or the breach of any provision of the Declaration, shall give the Board and any affected Owner the right, in addition to any other rights, to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

e. **Suspension of Member's Rights.** Rights of membership, including the right to vote, the right to participate in Association affairs, the right to be a Director or an Officer of the Association, and the right to use and enjoy the Common Areas, may be suspended by the Board for any period during which any Lot Owner continues to violate any provision of the Declaration, these By-Laws, or the Rules and Regulations after notice thereof, including but not limited to the failure to pay general assessments or special assessments assessed such Lot Owner from time to time. An Owner who continues to violate any provision of the Declaration, these By-Laws, or the Rules and Regulations of the Association, after notice thereof, including but not limited to the failure to pay general assessments or special assessments assessed such Lot Owner from time to time, is considered to not be in "good standing" under these By-Laws.

ARTICLE 7 AMENDMENTS

7.1. **Amendments to By-Laws.** Except as otherwise provided in any one (1) or more of these By-Laws, the Articles, or the Declaration, the provisions of these By-Laws may be amended, altered, or repealed, and/or new By-Laws adopted, by the Board with the affirmative vote of the then record Owners of not less than two-thirds (2/3^{rds}) of the Lots in the Subdivision eligible to cast votes at a meeting of the membership of the Members of the Association.

7.2. **Amendments of Rules and Regulations.** The Rules and Regulations of the Association may be amended, altered, or repealed, and/or new Rules and Regulations adopted, by the Board from time to time without the vote of the Members.

ARTICLE 8
GENERAL PROVISIONS

8.1. **Notices.** Except where other forms of notice are specifically permitted by these By-Laws or the Declaration, all notices, demands, bills, statements, or other communications under the Declaration or hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by United States mail, postage prepaid, (i) if to an Owner, at the address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such Owner, or (ii) if to the Association, the Board, or to the Managing Agent, at 8300 Carmel Ave NE, Ste 401, Albuquerque, New Mexico 87122, or at such other address as shall be designated by notice in writing to the Owners pursuant to this section. If a Lot is owned by more than one (1) person, each such person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

8.2. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision thereof.

8.3. **Consistency.** By adopting these By-Laws, the Board intends them to be consistent with the provisions of this Association's Articles of Incorporation (the "Articles") and with those of the Declaration.

8.4. **Conflict(s).** These By-Laws are to be interpreted, construed and applied with the Articles and the Declaration to avoid inconsistencies of conflicting results, but, if such conflict necessarily results, the provisions of the Articles or the Declaration control anything to the contrary in these By-Laws

8.5. **Severability.** Invalidation of any term, condition, or provision in these By-Laws shall in no way affect any other term, condition, or provision in these By-Laws, all of which shall be and remain in full force and effect. Further, if any provision contained in these By-Laws is found to violate applicable law, then the provision found to violate applicable law shall be interpreted to preserve as much of the original provision as allowed by such law.

8.6. **Holder of Mortgage May be given Written Notification from Association of Default by Mortgagor.** The Board may provide the holder of any recorded first mortgage on any Lot or dwelling unit thereon written notification from the Association of any default by the mortgagor of such Lot or dwelling unit thereon in the performance of such mortgagor's obligations to the Association which is not cured within thirty (30) days after notice thereof, provided that the holder of such recorded first mortgage previously shall have (a) notified the Association in writing of (i) the fact that it is the holder of such recorded first mortgage against a Lot or dwelling unit thereon, (ii) the identity or description of such Lot or dwelling unit, and (iii) the name(s) of the mortgagor, as well as the name(s) of the Owner of the Lot or dwelling unit, if not the same name(s) as the mortgagor; (b) furnished to the Association a copy of the recorded first mortgage, the name and permanent address of such mortgage holder, and any other information or documents reasonably requested by the Secretary of the Association; and (c) requested the Association in writing to furnish to such mortgage holder written notification from the Association of any default by the named mortgagor of the identified or described Lot or dwelling unit in the performance of such mortgagor's

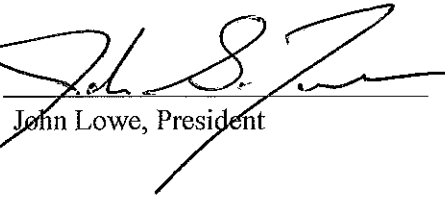
obligations to the Association which is not cured within thirty (30) days after the notice thereof. Failure to give such notice shall not affect the validity of any lien, charge or assessment.

8.7. **No Vested Rights.** No member of this Association has any vested rights, interest, or privilege of, in, or to the assets, functions, affairs, or franchises of this Association, nor any right, interest, or privilege that is transferable or inheritable except as an incident to the transfer of the title to such Member's Lot.

8.8. **Procedure.** Roberts Rules of Order (latest edition) shall govern the proceedings of meetings of the Association, the Board of Directors and its Committees.

IN WITNESS WHEREOF, the Association has caused these By-Laws to be executed by its principal officer on behalf of the Hawks Landing Community Association on this 14th day of January, 2019.

HAWKS LANDING
COMMUNITY ASSOCIATION

By: 
John Lowe, President

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 14th day of January, 2019, by John Lowe, as President of Hawks Landing Community Association, a New Mexico non-profit corporation.



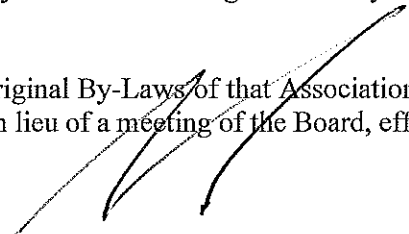

Notary Public

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Hawks Landing Community Association, a New Mexico non-profit corporation; and

That the foregoing By-Laws constitute the original By-Laws of that Association, as duly adopted by the unanimous consent of the Board of Directors in lieu of a meeting of the Board, effective on this 14th day of January, 2019.

By: 
Scott Schiabor, Secretary