

Amendment Number 3 (BYLAWS)

**BYLAWS OF
THE PUEBLOS AT ALAMEDA RANCH ASSOCIATION, INC.**

1. Identity. These are the Bylaws of The Pueblos at Alameda Ranch Association, Inc. ("TPARA" or "Association") Members of the Association shall be the record title Owners of all Lots in Phase 1 and Phase 2 of The Pueblos at Alameda Ranch Planned Unit Development ("PUD"), a planned unit development located in the City of Las Cruces, New Mexico.

2. Record Disclosure to Members. (a) All financial and other records of the association shall be made available for examination by a lot owner within ten business days of the request. (b) The association shall not charge a fee for making financial and other records available for review. The association may charge a reasonable fee for copies. (c) As used in this section, "financial and other records" includes: (1) the Declaration of the Association; (2) the name, address and telephone number of the association's designated agent; (3) the Bylaws of the association; (4) the names of all association members; (5) minutes of all meetings of the association's lot owners and board for the previous five years, other than executive sessions, and records of all actions taken by a committee in place of the board or on behalf of the association for the previous five years; (6) the operating budget for the current fiscal year; (7) current assessments, including both regular and special assessments; (8) financial statements and accounts, including amounts held in reserve; (9) the most recent financial audit or review, if any; (10) all current contracts entered into by the association or the board on behalf of the association; and (11) current insurance policies, including company names, policy limits, deductibles, additional named insured and expiration dates for property, general liability and association director and officer professional liability, and fidelity policies.

3. Association Meetings. Association Meetings shall be held as follows:

(a) All Members shall be notified via the Official Community Web Portal of the date, time, place and agenda of any Association Meeting, and the notice shall be posted not less than fifteen calendar days prior to the meeting.

(b) The annual Association Meeting shall be held not later than June 30th of each year for the purpose of electing Directors and transacting any business authorized by the Members.

(c) A Special Association Meeting shall be held whenever called by a majority of the Board of Directors or whenever requested in writing by a total of one-third of the Members.

(d) The Annual Meeting and a Special Meeting may be combined, provided that the quorum and other requirements for each type of Association Meeting are met.

(e) A quorum shall consist of two-tenths of the total number of Members. For purposes of considering whether or not a quorum is present, a Member shall be counted once for each Lot that the Member owns. If an Association Meeting cannot be held because a quorum has not attended, the Members who are present shall adjourn the meeting for at least fifteen days, whereupon notice of the new date shall be given pursuant to Subparagraph 3(a) above. A quorum at the subsequent Association Meeting shall consist of one-tenth of the total number of Members.

(f) Votes may be cast in person or by proxy. Votes by proxy shall be recognized only when the proxy is signed by the record Owner or by the person designated by a certificate of appointment. Proxies shall be filed with the Secretary of the Board of Directors not later than one calendar day prior to the date of a properly noticed Association Meeting. No proxy

shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

(g) The Members of the Association shall nominate and elect a presiding chair to conduct the meeting and a recording secretary to attend to the minutes, who shall be approved by a majority of voting Members at an Association Meeting.

4. Voting. The Association shall have one class of membership. An Owner of multiple Lots shall be entitled to one vote for each Lot, but in no event shall more than one vote be cast with respect to any Lot. If a Lot is owned by one person, the right of that person to vote at an Association Meeting shall be established by the record title to the Lot. If a Lot is owned by a married couple, the right of that couple to cast a single vote at an Association Meeting shall be established by the record title to the Lot. If a Lot is owned by more than one unmarried person, or is under lease, the person entitled to cast the vote of that Lot shall be designated by a certificate of appointment signed by all of the record Owners of that Lot and filed with the Secretary of the Board of Directors. If a Lot is owned by a trust or a corporation, the person entitled to cast the vote of that Lot shall be designated by a certificate of appointment signed by the trustee of the trust or the president of the corporation. If a Lot is owned by a Limited Liability Company (LLC) or any partnership, the person entitled to cast the vote of that Lot shall be designated by a certificate of appointment signed by the managing member of the LLC and by a general partner of any partnership. If a lot is owned by any other type of entity or group of individuals, the entity or group of individuals shall be treated as a married couple or more than one unmarried person, whichever the case may be, and the person entitled to cast the vote of that Lot shall be designated by a certificate of appointment signed by all of the record Owners of the Lot. Such certificates shall be valid until revoked, or until superseded by a subsequent

certificate, or until a change in the record ownership of the Lot. Ballots shall be counted by a neutral third party or by a committee of volunteers. The volunteers shall be selected or appointed at an Association meeting, in a fair manner, by the chairperson presiding during that portion of the meeting. The volunteers shall not be board members and, in the case of a contested election for a board position, shall not be candidates.

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

(a) Except as otherwise noted in this Paragraph, the Board shall consist of at least seven and not more than eleven Directors elected by and from among the Members. The exact number (which shall be an odd number) shall be determined by the Members at the time of the election of the Board of Directors.

(b) Election of Directors shall be conducted at each Annual Association Meeting. Nominations for Directors shall be made via the Official Community Web Portal and from the floor. The election shall be by ballot and by a plurality of votes cast, each Member voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled, and cumulative voting shall be prohibited.

(c) Any Director may be removed without cause by concurrence of a majority of the votes of the Members at a Special Association Meeting called for that purpose. The vacancy in the Board so created shall be filled by Members at the same meeting, for the remainder of the term of the Director so removed.

(d) Except as to vacancies created by removal of Directors by the Members, vacancies in the Board occurring between Annual Association Meetings shall be filled by a majority vote of the remaining Directors, and the Director elected shall serve the remainder of

the vacated Director's term.

(e) Each Director who is elected at the Annual Meeting shall be elected for a term of three years and the term shall commence on the first day of the month following the month of the election.

6. Directors' Meetings. The Directors shall hold meetings as follows:

(a) Regular Meetings of the Board of Directors may be scheduled as shall be determined, from time to time, by a majority of Directors. Notice of the date, time, place and agenda of Regular Meetings shall be given to each Director and to the Members via the Official Community Web Portal at least seven days prior to the date named for such a meeting.

(b) Special Meetings of the Board of Directors may be called by the President or, through the Secretary, at the request of any Director. Notice of the date, time, place and agenda of Special Meetings shall be given to each Director and to the Members via the Official Community Web Portal at least seven days prior to the date named for such a meeting.

(c) Any Director may waive notice of a meeting, and such waiver shall be deemed equivalent to the giving of notice.

(d) A quorum at a Directors' Meeting shall consist of a majority of the entire Board of Directors. A quorum, once attained at a meeting, shall be deemed to continue until adjournment, notwithstanding the voluntary withdrawal of enough directors to leave less than a quorum. If at any meeting less than a quorum is present, those Directors present may adjourn from time to time until a quorum is present. The acts approved by a majority of those present at a meeting for which there is a quorum shall constitute the acts of the Board of Directors.

(e) All meetings of the Board of Directors shall be open to the Members, except during the portion of such meetings in which there is a discussion of litigation, employees,

Directors by name, or Members by name. If the meeting is temporarily closed for any of those purposes, the remainder of the meeting shall be open to the Members.

(f) The agenda may be expanded or restricted by a majority vote of the Directors during the Meeting.

(g) Any action which may be taken at a Directors' Meeting, may be taken without a meeting only if a consent in writing, setting forth the action so taken, is signed and dated by all of the Directors, and the consent shall have the same force and effect as a unanimous vote cast in person by all of the Directors at a Directors' Meeting. Members of the Board of Directors or any Committees designated thereby may participate in a meeting of the board or committee by means of a conference telephone or similar communications equipment, such as Skype, 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, provided that at least one director is physically present in person at the meeting site. No other action without a Directors' Meeting shall be taken by the Directors outside a meeting.

7. Powers and Duties of the Board of Directors. All of the powers and duties of the Association that exist under the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch PUD ("Declaration") shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by the Members when such approval is specifically required. By a majority vote during a Regular or Special Meeting, the Board of Directors shall have the exclusive right and duty to (a) create committees from time to time that it, alone, deems necessary, for a specific term or indefinitely, (b) appoint Members to the committees it creates, (c) dissolve any committee without cause, and (d) discharge a Member of any committee it creates without cause.

The Board of Directors shall provide the disclosure statement as required by Sections 2 (L), 11, and 12 of the State of New Mexico Homeowner Association Act within ten business days after receipt of a written request from a Lot Owner.

8. Officers. The officers of the Association shall be elected by majority vote of the Directors at the first Meeting of the Board of Directors following the Annual Association Meeting. Any officer of the Board of Directors may be removed as an officer (but not as a Director) without cause by a majority vote of the Board during a Special Meeting called for that purpose, and the vacancy so created shall be filled by the Board at the same meeting by majority vote. The officers shall be as follows:

(a) The President, who shall be the chief executive officer of the Association and of the Board of Directors, and who shall have all of the powers and duties that are normally vested in the office of President, except as specifically reserved to the Board of Directors or any other Committee in these Bylaws and the Declaration, including the Design Controls.

(b) The Secretary, who shall be the recording officer of the Association and of the Board of Directors, who shall attend to all required and necessary notices, who shall keep the books and records of the Association and of the Board of Directors, and who shall exercise the powers of the President in the absence of the President; and

(c) The Treasurer, who shall be the financial officer of the Association and of the Board of Directors, who shall be in charge of the funds and expenditures of the Association, who shall keep the financial books of the Association in good order and who shall perform all other duties related to the officer of Treasurer.

(d) Officers and Directors shall receive no compensation for the performance of their duties but shall have the authority to hire personnel to assist in the performance of their duties. In

the performance of their duties, officers and members of the board shall exercise ordinary and reasonable care.

(e) The Board of Directors shall arrange for an annual independent audit, review or compilation of the financial books of the Association.

9. Accounting. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications:

(a) “Current Expenses,” which shall include all funds and expenditures to be made within the fiscal year for which the funds are budgeted, including a reasonable allowance for contingencies. The Association's fiscal year shall be the calendar year.

(b) “Reserve for Deferred Maintenance and Replacement,” which shall include funds for maintenance items that occur less frequently than annually, and funds for repair or replacement required because of damage, depreciation, or obsolescence.

(c) “Capital Improvements,” which shall include the funds to be used for capital expenditures for additional improvements.

10. Expenditures. The expenditure of funds shall be determined as follows:

(a) Budgets. The Board of Directors shall adopt a budget for each fiscal year that shall include the proposed Assessments required to defray all of the expenses and costs of the accounts contained in Paragraph 9 above. Copies of the budget and proposed Assessments shall be transmitted to each Member via a posting on the Official Community Web Portal within fifteen days of adoption. If the budget is subsequently amended, the amended budget shall be transmitted to each Member via a posting on the Official Community Web Portal within fifteen days of adoption. The Board shall not be obligated to spend in any calendar year all the sums collected in such year by way of Annual Assessments, Special Assessments, Damage

Assessments, or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Board be obligated to apply such surplus to the reduction of the amount of the Annual Assessment in the succeeding year, but may carry forward from year to year such surplus as the Board may determine to be necessary or desirable for the greater financial security of the Association and the effectuation of its purposes, including accruing funds for maintenance items that occur less frequently than annually, and funds for repair or replacement required because of damage, depreciation, or obsolescence as required by Paragraph 9(b) hereof and funds for Capital Improvements in excess of the maximum amount specified in Paragraph 10(b)(2) hereof that have been approved by a majority of the voting Members at an Association Meeting called for that purpose.

(b) Limitations on Annual Expenditures: (1) Total expenditures for Current Expenses shall not exceed the total budgeted funds in that classification by more than ten percent (10%) without the prior approval of a majority of the voting Members at an Association Meeting called for that purpose; (2) Total expenditures for Capital Improvements shall not exceed \$25,000 without the prior approval of a majority of the voting Members at an Association Meeting called for that purpose; (3) No contract for creation of a debt by a loan of funds shall be made without the prior approval of two thirds of the voting Members at an Association Meeting called for that purpose; (4) No funds budgeted for projects within Current Expenses and Reserve for Deferred Maintenance and Replacement shall be expended after June 30th of the succeeding year without the prior approval of a majority of the voting Members at an Association Meeting called for that purpose, and any surplus so created shall be carried forward as directed in Paragraph 10(a) hereof; and (5) These limitations shall not be circumvented by amending the budget.

(c) Withdrawal of funds from such accounts shall be made only by checks signed by a single individual so authorized for sums of \$500.00 or less and checks shall be signed by two persons so authorized for sums greater than \$500.00 as so authorized from time to time by the Board of Directors.

11. Assessments. Assessments shall be made as follows:

(a) Annual Assessments for each Member's contribution to the budget shall be made in accordance with Article III of the Declaration. Each Member's liability for the Annual Assessment shall commence upon the date of the Member's closing on the purchase of a Lot in the PUD and shall be prorated for the initial year of ownership.

(b) Special Assessments for each Member's contribution to the budget shall be made in accordance with Article III of the Declaration.

(c) Damage Assessments shall be made in accordance with Articles IV and V of the Declaration. If a Member is in default in the payment of any assessment, the Board of Directors may declare such Member in default and take enforcement action consistent with Article VII of the Declaration. Upon written request by a lot owner, the association shall furnish a recordable statement setting forth the amount of unpaid Annual, Special and Damage Assessments against the lot owner's lot. The statement shall be furnished within ten business days after receipt of the request and is binding on the association and the board.

(d) All Annual Assessments, Special Assessments, and Damage Assessments shall be deposited by the Treasurer into an account or accounts at a bank to be designated from time to time by the Board of Directors.

12. Board of Directors Not Liable. The Board of Directors, both as a group and

individually, shall not be liable for damages to any Owner within the PUD by reason of any action or failure to act in their capacity as a volunteer member of the Board. Any party acquiring title to any property in PUD does agree and covenant that he will not bring any action or suit to recover damages against the Board of Directors, its members as individuals, or its advisors, employees, or agents.

13. Amendments. The Declaration of Covenants, Conditions, and Restrictions of the PUD ("Declaration" or "Covenants"), the Design Controls of TPARA ("Design Controls") and the Bylaws of the Association ("Bylaws") shall be amended in the following manner:

(a) Notice of the Paragraph(s) of the Association Documents affected by and the specific language of a proposed amendment shall be filed with the Secretary and posted on the Official Community Web Portal no later than ten (10) days after the notice of any Association Meeting at which a proposed amendment is to be considered.

(b) A resolution to adopt a proposed amendment may be made by any voting Member. A resolution to modify the language of a properly noticed proposed amendment may be made from the floor during an Association Meeting without being posted to the Official Community Web Portal, provided that it adheres to the subject matter of the proposed amendment. An amendment of the Declaration, Design Controls, and Bylaws shall be adopted only if approved by three-quarters of voting Members at an Association Meeting.

(c) No amendment shall discriminate against any Member. No amendment shall limit the Board of Directors' authority to set Annual Assessments, Special Assessments, or Damage Assessments. No amendment shall affect the provision in Paragraph 11 above concerning the absence of liability for the Board of Directors.

(d) A copy of each amendment that is approved by the voting Members shall be

certified by the President and Secretary as having been duly adopted and shall be in full force and effect only when recorded in the office of the County Clerk of Doña Ana County, New Mexico.

14. Severability. All of the provisions, conditions and restrictions contained in these Bylaws shall be construed together; but if it shall at any time be held that any one of the provisions, conditions or restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other provisions, conditions or restrictions or any part thereof shall be thereby affected or impaired.

IN WITNESS WHEREOF, The Pueblos at Alameda Ranch Association, Inc., by its duly authorized officers, certify that this Certificate of Sixth Amendment, amending and restating the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, including the Design Controls for Pueblos at Alameda Ranch Planned Unit Development, appended to and a part thereof, and the Bylaws of TPARA, was duly adopted as of the date first written above and execute this instrument this ____ day of _____, 2013, at Las Cruces, New Mexico.

The Pueblos at Alameda Ranch Association, Inc

By

Henry C. Remm, Jr., President

STATE OF NEW MEXICO)
)ss.
DOÑA ANA COUNTY)

On this ____ day of _____, 2013, before me, a Notary Public in and for the State of New Mexico and Doña Ana County, personally appeared Henry C. Remm, Jr., President of The Pueblos at Alameda Ranch Association, Inc., a New Mexico nonprofit corporation, who being duly sworn, executed the foregoing instrument.

WITNESS my hand and official seal.

My commission expires: _____.

By:

Notary Public

The Pueblos at Alameda Ranch Association, Inc

By

Daniel B. Edwards, Secretary

STATE OF NEW MEXICO)
)ss.
DOÑA ANA COUNTY)

On this ____ day of _____, 2013, before me, a Notary Public in and for the State of New Mexico and Doña Ana County, personally appeared Daniel B. Edwards, Secretary of The Pueblos at Alameda Ranch Association, Inc., a New Mexico nonprofit corporation, who being duly sworn, executed the foregoing instrument.

WITNESS my hand and official seal.

My commission expires: _____.

By:

Notary Public