RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

Deer Canyon Preserve Homeowners' Association
c/o Carolyn McElroy
P.O. Box 721
Mountainair, NM 87036

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002190142
Book 340 Page 460
1 of 14
01/24/2019 12:53:13 PM
BY YOTERO

SEAL
CLERK OF NEW MEXICO
STATE TORRANCE COUNTY

SPACE ABOVE THIS LINE FOR
USE BY COUNTY CLERK

RESTATED BYLAWS OF DEER CANYON PRESERE HOMEOWNERS' ASSOCIATION
(A New Mexico Nonprofit Corporation)

DEER CANYON PRESERVE
TORRANCE COUNTY, NEW MEXICO
October 4, 2018

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TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002190142
Book 340 Page 461
2 of 14
01/24/2019 12:53:13 PM
BY YOTERO

LEGAL DESCRIPTION OF PROPERTY

That certain real property located in Torrance County, New Mexico, as follows:

All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase I as recorded in the office of the Clerk of Torrance County, New Mexico on October 1, 2002 at Plat Record E, Page 136, Reception 2024754, including all amendments thereto; and

All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase II as recorded in the office of the Clerk of Torrance County, New Mexico on May 15, 2006 at Plat Record E, Page 351, Reception 2062243, including all amendments thereto; and

All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase III as recorded in the office of the Clerk of Torrance County, New Mexico on August 22, 2007 at Plat Record F, page 48, Reception 2073853, including all amendments thereto;

Meaning to incorporate any and all property in the Planned Area Development known as "Deer Canyon Preserve" in Torrance County, New Mexico.

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002190142
Book 340 Page 462
3 of 14
01/24/2019 12:53:13 PM
BY YOTERO

RESTATED BYLAWS OF

DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION

(A New Mexico Nonprofit Corporation)

WHEREAS, the Deer Canyon Homeowners' Association ("The Association") has been established to function as the "association" as such terms is defined in the Amended and Restated Declaration of Protective Covenants and Grant of Easements for Deer Canyon Preserve, Torrance County, New Mexico, as recorded in the aforesaid records on November 28, 2006, in Book 311, Page 79, et. Seq., as Instrument Number 2065305, as amended and supplemented from time to time ("the Declaration"), and to carry out the duties and exercise the powers of the Association as stated therein.

WHEREAS, all terms in the Declaration shall have the same meaning when used in these Bylaws, including, without limitation, "Association", "Common Area", "Design Committee" and "Homestead."

WHEREAS, the Transition Period as defined in the Declaration has expired;

NOW, THEREFORE, the undersigned President and Secretary of the Association hereby certify that the following represents a true and correct copy of the Bylaws, as amended by all prior Board Resolutions, as of October 4, 2018:

BYLAWS

ARTICLE I

Offices

1. **Offices.** The Association may have one or more offices at such place or places within or outside the State of New Mexico, as the Board of Directors (hereinafter called the "Board") may from time to time determine, or as the affairs of the Association may require.
2. **Registered Office.** The Association's registered office shall be as set forth in the Articles of Incorporation, unless changed by a filing statement of change with the State Corporation Commission of the State of New Mexico, as provided in the New Mexico Nonprofit Corporation Act.

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002190142
Book 340 Page 463
4 of 14
01/24/2019 12:53:13 PM
BY YOTERO

ARTICLE II

Members

1. **General Membership.** There shall be one general membership in the Association for each Homestead, and each such membership shall be appurtenant to the fee simple title to such Homestead. General membership in the Association shall be limited to Owners of Homesteads. The Owner or Owners of the Homestead shall be deemed to be the owner or owners of the membership appurtenant to that property; and title to and ownership of the membership of the Homestead shall automatically pass upon transfer of fee simple title to that Homestead. Each owner or owners of a Homestead shall be at all times entitled to the benefits and subject to the burdens relating to the membership for such property. If fee simple title to a Homestead is held by more than one person or entity, then those owners shall determine how their one vote per Homestead is to be voted, and which Owner is entitled to exercise that vote. Said Owners shall jointly provide to the Secretary of the Association, in writing, instructions indicating which party is entitled to vote the membership interest, and the address of that Owner. The Association shall be entitled to rely on such written instructions provided until revoked by the Owners, and the Association shall be required to provide any and all notices only to the address set forth in said instructions. In the event that the Owners of a Homestead cannot decide which Owner shall be entitled to vote the membership interest, then the Association, in its sole and absoluter discretion, may refuse to recognize the vote of that membership interest on the issue being decided. If multiple owners cannot decide on a single address for providing notice to the multiple owners, then the Association shall be entitled to post said notices at the Owners' Homestead, which shall constitute sufficient notice for all purposes.
2. **Voting of Members.** Each membership shall have one vote for each Homestead in the election of the Board of Directors, and in all other mattes submitted to the vote of the members. In all voting by members, voting by proxy shall be allowed and permitted.
3. **Notices to Members.** Each membership shall be entitled to at least thirty (30) days' notice of all meeting in which a vote of members is to be taken. Notice shall be considered given when written notice is mailed or telegraphed to a member addressed to the member under the name and address furnished by the member to the Association, in writing. Notice shall be deemed given on the earlier of three (3) days after deposit in the United States mail, postage prepaid, addressed to the member's address, as provided by the member, or the date it is actually received by the member. In the event that no address has been furnished by the member and a residence has been constructed on that member's Homestead, notices shall be sent to the mailing address for the member's Homestead. If so residence has been constructed on a Homestead, then notice shall be given by mailing a copy of the notice to the last known address of the member in the

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002190142
Book 340 Page 464
5 of 14
01/24/2019 12:53:13 PM
BY YOTERO

records of the Association, and by posting a copy of the notice at a conspicuous place at the Homestead.

4. **Voting by Mail or By Electronic Means.** The Board may decide that voting of the members shall be by mail with respect to any particular election of Board Directors or with respect to any other matter which, by law, may be voted upon by mail. The procedures for notice and voting on any such matters shall be set by the Board in its resolution authorizing a vote by mail, but at minimum, shall: (a) provide at least thirty (30) days' notice to members; (b) shall set forth an explanation of the matters to be voted upon in reasonable detail; (c) shall clearly set forth the deadline for votes to be received by the Association; (d) shall provide the address to which votes must be mailed; and (e) shall include a ballot providing a space to vote for or against any person or matter, which ballot shall be signed by the member. Hand delivery of a ballot to the principal office of the Association shall be equivalent to receipt of a vote by mail. The Board may also institute a procedure for conducting elections by electronic transmission, whether by facsimile, email transmission, or some other similar method, as long as the electronic communication from the Board contains all the information set forth above in this paragraph 4, and the Association has adopted a procedure reasonably designed to verify the authenticity of each vote.
5. **Annual Meeting.** An annual meeting of the members for the purpose of voting on such matters as properly may come before the meeting shall be held at least once each year at such date, time and place as is determined by the Board. Board Directors shall be elected at such annual meeting, unless elected by mail as herein provided.
6. **Special Meetings.** Special meeting of the members may be called at any time by the President or by the Board or by written request of ten percent (10%) or more of the votes of the outstanding members, and shall be held at a convenient location in Torrance County, New Mexico, to be selected by the persons calling the meeting.
7. **Record Date.** The Board shall have the power to fix in advance a date as a record date for the purpose of determining members entitled to notice of or to vote at any meeting or to make a determination of members of any purpose. The members existing on any such record date shall be deemed the members for such notice, vote, meeting or other purpose and for any supplementary notice or information with respect to the same matter and for any adjournment of the same meeting. A record date shall not be more than fifty (50) days nor less than thirty (30) days prior to the date on which the particular action shall take place,
8. **Quorum; Vote Required; Adjournment.** One-half of the votes required, represented in person or by proxy, but not less than ten percent (10%) of all membership votes, shall constitute a quorum at any meeting of members. If a quorum exists, the action of a majority of the votes present or represented by proxy shall be the act of the members except with respect to matters where a greater vote is required by the Declaration or by law. If a quorum does not exist, a majority of the votes present in person or by proxy may adjourn the meeting and set the time, date and place for a continued meeting.
9. **Record of Votes and Approvals.** The Secretary shall keep a record of the names of all persons present at any meeting in person or by proxy, the total number of members

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002190142
Book 340 Page 465
6 of 14
01/24/2019 12:53:13 PM
BY YOTERO

authorized to vote on any matter coming before the meeting, the number of such members represented in person or by proxy, and the results of any vote at a meeting.

10. **Action of Members Without a Meeting.** Any action required to be taken or any action which may be taken at a meeting of the members may be taken without a meeting if unanimous consent in writing setting forth the action so taken is signed by all members entitled to vote with respect to the subject matter thereof.

ARTICLE III

Board of Directors

1. **General Powers.** The affairs of the Association shall be managed by its Board of Directors. Directors need not be residents of the State of New Mexico, but shall be members of the Association.
2. **Number, Tenure and Qualification.** The number of Board Directors shall be at least three (3) but no more than seven (7). Persons elected to the Board shall serve a three (3) year term.
3. **Election.** Directors shall be elected by a majority vote of those members voting, provided that at least a quorum of members have voted, as provided herein and in the Declaration.
4. **Regular Meetings.** A regular meeting of the Board shall be held immediately following the annual meeting of the members without notice other than this bylaw.
5. **Special Meetings.** Special meetings of the Board may be called by or at the request of the President or any three (3) Directors. The person or persons authorized to call special meetings by the Board may fix reasonable any place, either within or outside the State of New Mexico, as the place for holding any special meeting of the Board called by them.
6. **Notice.** Notice of any special meeting of the Board shall be given at least three (3) days prior to the meeting by written notice delivered personally, by telegram, or by electronic transmission to each Board Director at his/her address as shown by the records of the Association. Notice may be given by United States mail if the notice is mailed at least fifteen (15) days prior to the date of the special meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by e-mail, such notice shall be deemed to be delivered when the e-mail is sent to the electronic address of record of the Director. Any Director may waive notice of any meeting. The attendance at any meeting by a Director shall constitute a waiver of notice of the meeting by that Director, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at any regular or special meeting of the Board shall be specified in the notice of such meeting.

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002190142
Book 340 Page 466
7 of 14
01/24/2019 12:53:13 PM
BY YOTERO

7. **Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a quorum of the Board Directors are present at said meeting, a majority of the Board Directors present may adjourn the meeting to another time without further notice.
8. **Manner of Acting.** The act of a majority of Board Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law or by these Bylaws.
9. **Vacancies.** Any vacancies in a Board of Director position may be filled by the Association by the affirmative vote of a majority of the remaining members of the Board of Directors, even if less than a quorum for the Board. A Director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office or such other term as is, in the sole discretion of the Board, deemed appropriate, so long as such term shall not exceed the unexpired term of the predecessor in office.
10. **Compensation.** Directors, as such, shall not receive any stated salaries for their services, but by resolution of the Board, a fixed sum not to exceed Five Hundred Dollars ($500.00) to compensate them for expenses of attendance at each regular or special meeting of the Board; but nothing contained herein shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefore.
11. **Informal Action by Directors.** Any action that may be taken at a Board meeting may be taken without a meeting if a consent in writing, setting forth the action taken, if signed by all the Directors.
12. **Action by Electronic Means.** Members of the Board, or any committee designated thereby, may participate in a meeting of the Board or committee by means of telephonic conference call or similar communications method which permits all persons participating in the meeting to hear each other at the same time, and participation by such means shall constitute presence in person at the meeting. Additionally, the Board or any committee designated thereby, may take any action or pass any resolution via email provided that each director or committee member, as the case may be, is allowed to express his or her opinion on any such matter and that any such vote on such action or resolution is taken by at least a quorum of directors and that the Board or committee ratifies such action taken during the next meeting and records such ratification in the minutes thereto.
13. **Reliance by Directors.** Any member of the Board shall in the performance of his or her duties be fully protected in relying in good faith upon the books of account or reports made to the Association by any of its officers, or by an independent certified public accountant, or by an appraiser selected with reasonable care by the Board or by a Association committee, or in relying in good faith upon other records of the Association.

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002190142
Book 340 Page 467
8 of 14
01/24/2019 12:53:13 PM
BY YOTERO

ARTICLE IV

OFFICERS

1. **Officers.** The Board of Directors of the Association shall consist of a President, a Secretary and a Treasurer and such other officers as may be selected in accordance with the provisions of these Bylaws. The Board may appoint such other officers as it shall deem desirable, with such officers to have the authority and perform the duties prescribed, from time to time, by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.
2. **Election and Term of Office**. The officers of the Association shall be appointed annually by the Board at the regular meeting of the Board immediately following the annual meeting of the members. If the appointment of officers shall not be held at such meeting, such appointment shall be held as soon thereafter as possible. New offices may be created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.
3. **Removal**. Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.
4. **Vacancies**. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board for the unexpired portion of the term or such other term as is, in the sole discretion of the Board, deemed appropriate, so long as such term shall not exceed the unexpired term of the predecessor in office.
5. **President**. The president shall be the principal executive officer of the Association and shall generally supervise and control all of the business and affairs of the Association. He or she shall preside at all meetings and, in the absence of election of a chairman of the Board, at all meetings of the Board. He or she may sign, with the secretary or any other proper officer of the Association, contracts or other instruments which the Board has authorized to be executed, except in the cases where the signing and execution thereof shall be expressly delegated by the Board or by these By-Laws or by statute to some other officer or agent of the Association. In general, he or she shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board from time to time. Further, the president shall have the authority to authorize, without prior approval of the Board, any expenditure of money up to five hundred dollars ($500) per expenditure, and up to one thousand dollars ($1,000) per expenditure with the concurrent approval of the Treasurer.
6. **Treasurer**. If required by the Board, the treasurer shall give a bond for faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for moneys due and payable to the Association for any source whatsoever and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these bylaws, and in general perform all duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the president or the Board.

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002190142
Book 340 Page 468
9 of 14
01/24/2019 12:53:13 PM
BY YOTERO

7. **Secretary**. The secretary shall keep the minutes of the meetings of the Board in one or more books or electronic storage media provided for that purpose; see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and of the seal of the Association and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president or by the Board.
8. **Compensation**. Officers, agents, and employees of the Association shall receive such reasonable compensation for their services as may be authorized or ratified by the Board. Appointment of an officer, agent, or employee shall not of itself create contractual rights to compensation for services preformed as such officer, agent, or employee.

ARTICLE V

Books and Records

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and of any committees having any of the authority of the Board, and shall keep at its registered or principal office a record giving the names and addresses of all members. All books and records of the Association may be inspected by any director, officer, committee member, member, or their agent or attorney for any proper purpose at any reasonable time during Association business hours.

ARTICLE VI

Waiver of Notice

Whenever any notice is required to be given under the provisions of the New Mexico Nonprofit Corporation Act or under the provisions of the Articles of Incorporation or the Bylaws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. The attendance at any meeting of a member, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened, shall constitute a waiver of notice by that member as to that meeting.

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002190142
Book 340 Page 469
10 of 14
01/24/2019 12:53:13 PM
BY YOTERO

ARTICLE VII

Amendments to Bylaws

1. **Amendments**. These bylaws may at any time and from time to time be amended, altered or repealed by the Board or by vote of the members of the Association at any annual or special meeting provided that the notice of such meeting states that such amendment, alteration or repeal is to be considered.
2. **Limitation on Amendments**. No amendment to these bylaws shall be contrary to or inconsistent with any provision of the Declaration, as may be amended from time to time.

ARTICLE VIII

Indemnification

1. **Third Party Actions**. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than action by or in the right of the Association) by reason of the fact that he or she is or was a director, trustee, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, or other enterprise, as the case may be, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order settlement, conviction or upon plea or nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, or other enterprise, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.
2. **Derivative Actions**. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director, trustee, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002190142
Book 340 Page 470
11 of 14
01/24/2019 12:53:13 PM
BY YOTERO

opposed to the best interests of the Association, or other enterprise as the case may be, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association, or other enterprise, unless and only to the extent that the court in which such action or suit was brought, shall determine upon application that, despite the adjudication of liability and in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper.

3. **Extent of Indemnification.** To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in sections 1 and 2 of this Article, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therein.
4. **Determination**. Any indemnification under this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the officer, director, trustee, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in sections 1 and 2 of this Article. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or (b) if such a quorum is not obtainable or, even if obtainable, if the Board so directs, by independent legal counsel in a written opinion.
5. **Payment in Advance**. In the event that any officer, director, trustee, employee, or agent of the Association who may be within the class of individuals potentially entitled to indemnification as provided in this Article VIII is named or is otherwise required to participate in any civil or criminal action, suit, investigation, or other proceeding, any expenses incurred by that individual in defending a civil or criminal action, suit, investigation, or proceeding, may be paid by the Association to that individual in advance of the final disposition of such action, suit, investigation or proceeding as authorized by the Board, upon receipt of an undertaking by or on behalf of the individual who is to receive any such advance to repay all amounts so advanced, unless it is ultimately determined that he or she is entitled to be indemnified by the Association as authorized in this Article.
6. **Insurance**. The Board may exercise the Association's power to purchase and maintain insurance on behalf of any person who is or was a director, trustee, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability hereunder or otherwise.
7. **Other coverage**. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Articles of Incorporation, these bylaws, agreement, vote of disinterested directors or trustees, the New Mexico Nonprofit Corporation Act, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, trustee,

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002190142
Book 340 Page 471
12 of 14
01/24/2019 12:53:13 PM
BY YOTERO

officer, employee or agent, and shall inure to the benefit of the heirs and personal representatives of such a person.

ARTICLE IX

Execution of Instruments; Loans; Checks and Endorsements; Deposits; Proxies

1. **Execution of Instruments.** The president shall have power to execute and deliver on behalf and in the name of the-Association any instrument requiring the signature of an officer of the Association, except as otherwise provided in these bylaws or where the execution and delivery thereof shall be expressly delegated by the Board to some other officer or agent of the Association. Unless authorized so to do by these bylaws or by the Board, no officer, agent or employee shall have any power or authority to bind the Association in any way, to pledge its credit or to render it liable pecuniarily for any purpose or in any amount.
2. **Loans**. No loan shall be contracted on behalf of the Association, and no evidence of indebtedness shall be issued, endorsed or accepted in its name, unless authorized by the Board. Such authority conferred by the Board may be general or contained to specific instances. When so authorized, the officer or officers thereunto authorized may effect loans at any time for the Association from any bank or other entity and for such loans, may execute and deliver promissory notes or other evidences of indebtedness of the Association, and, when authorized as aforesaid, as security for the payment of any and all loans (and any obligations incident thereto) of the Association, may mortgage, pledge, or otherwise encumber property at any time owned or held by the Association, and to that end may execute and deliver such instruments as may be necessary or proper.
3. **Checks and Endorsements**. All checks, drafts or other orders for the payment of money, obligations, notes or other evidences of indebtedness, bills of lading, warehouse receipts, trade acceptances, and other such instruments shall be signed or endorsed by such officers or agents of the Association as shall from time be determined by resolution of the Board, which resolution may provide for the use of facsimile signatures.
4. **Deposits**. All funds of the Association not otherwise employed shall be deposited from time to time to the Association's credit in such banks or other depositories as shall from time to time be determined by resolution of the Board, which resolution may specify the officers or agents of the Association who shall have the power, and the manner in which such power shall be exercised, to make such deposits and to endorse, assign and deliver for collection and deposit checks, drafts and other orders for the payment of money payable to the Association or its order.

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002190142
Book 340 Page 472
13 of 14
01/24/2019 12:53:13 PM
BY YOTERO

ARTICLE X

Rights and Obligations of the Corporation and the Members

1. **Assessments.** The Board shall fix, levy and collect assessments, fees, fines and penalties in the manner and for the purposes specified in the Declaration, and the members shall pay assessments, fees, fines and penalties, with interest, as therein provided.
2. **Other Rights and Obligations.** The Association has agreed to perform all obligations and duties and to exercise all rights and powers of the Association as set forth in the Declaration. All the relative rights and duties of the Association, and the members as therein prescribed, shall be binding on the parties to the same extent as if set forth in full in these bylaws. In the case of a conflict or inconsistency between these bylaws and the Declaration, the Declaration shall control.

ARTICLE XI

Fiscal Year

The fiscal year of the Corporation shall be the calendar year.

The undersigned President and Secretary of the Deer Canyon Preserve Homeowners' Association, hereby certify that the foregoing is true and correct copy of the Bylaws adopted by the Board on the 4th day of October, 2018.

President

Secretary

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002190142
Book 340 Page 473
14 of 14
01/24/2019 12:53:13 PM
BY YOTERO

The foregoing is a true and correct copy of the Restated Bylaws of Deer Canyon Preserve Homeowners' Association adopted by the Board on the 4th day of October, 2018.

Carolyn J. McElroy, Secretary
Deer Canyon Preserve Homeowners' Association

State of New Mexico,
County of ~~Torrance~~ Santa Fe:

Carolyn J. McElroy, Secretary for Deer Canyon Preserve Homeowners' Association, who is known or satisfactorily proven to me, acknowledged this instrument before me on January 22 2019.

My commission expires: 3/21/2020

OFFICIAL SEAL
Ezequiel Montoya
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 3/21/2020

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

Deer Canyon Preserve Homeowners' Association
c/o Carolyn McElroy, Secretary
P.O. Box 720
Mountainair, New Mexico 878036



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For Use By County Clerk

FIRST AMENDMENT
TO
AMENDED AND RESTATED BYLAWS OF
DEER CANYON HOMEOWNERS' ASSOCIATION

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TORRANCE COUNTY
LINDA JARAMILLO, CLERK
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Book 341 Page 2843
1 of 3
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BY SYLVIA

FIRST AMENDMENT
TO
AMENDED AND RESTATED BYLAWS OF
DEER CANYON HOMEOWNERS' ASSOCIATION

This First Amendment to Amended and Restated Bylaws of the Deer Canyon Homeowners' Association (this "**First Amendment**") is made and is effective as of June 20, 2019 (the "**Effective Date**"), with reference to the following facts:

A. The Board of Directors of the Deer Canyon Homeowners' Association ("**DCPHOA**") adopted the Amended and Restated Bylaws of the Deer Canyon Homeowners' Association (the "**Amended Bylaws**") on October 4, 2018, which Amended Bylaws were recorded in the official records of Torrance County, as Instrument No. 002190142.

B. NMSA Chapter 47, Section 16 was revised effective July 1, 2019, requiring that the bylaws of homeowners' associations of the same size and structure as the DCPHOA contain certain provisions, including but not limited to a new provision regarding removal of directors by a vote of the owners.

C. The DCPHOA Board is hereby revising the Amended Bylaws to reflect the above referenced requirement.

NOW, THEREFORE, in consideration of the preceding statement of facts, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Amended Bylaws are hereby amended as follows:

1. As of the Effective Date, the following provision is added as Article III, Section 14:

> **14. "Removal or Resignation of Directors**. A Director may be removed with or without cause at any properly convened regular or special meeting of the membership by a vote of two-thirds of the members present at the meeting, provided that at least ten (10%) of the members are present in person or by proxy. The member(s) calling for the removal of any Director shall state their reason for such removal and any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting before a vote is taken. A successor for the term of a resigned or removed Director may be appointed by the remaining Directors pursuant to the provisions of Article III, Section 9 or, if none is so appointed, a successor shall be elected by the members at the next regular meeting pursuant to the provisions of Article III, Section 3. A Director may resign at any time."

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002192304
Book 341 Page 2844
2 of 3
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2. The provisions of this First Amendment were approved by the DCPHOA Board on June 20, 2019.

4. Except as otherwise specifically provided in this First Amendment, the parties hereto acknowledge and agree that the Amended Bylaws are unmodified and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this First Amendment as of the Effective Date set forth above in accordance with the provisions of the Amended Bylaws.

DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION

By: _____
THOMAS F. CARROLL, President

By: _____
CAROLYN J. MCELROY, Secretary

STATE OF NEW MEXICO)
COUNTY OF Torrance) ss.

The foregoing First Amendment to Amended and Restated Bylaws was acknowledged before me this 25 day of September, 2019, by Carolyn McElroy.

My Commission Expires: 10-3-20

_____
Notary Public

SEAL:

DENNIS FULFER NOTARY PUBLIC STATE OF NEW MEXICO

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002192304
Book 341 Page 2845
3 of 3
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RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

Deer Canyon Preserve Homeowners' Association
c/o Bonnie Worker
PO Box 721
Mountainair, NM 87036

TORRANCE COUNTY
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Book 344 Page 3208
1 of 4
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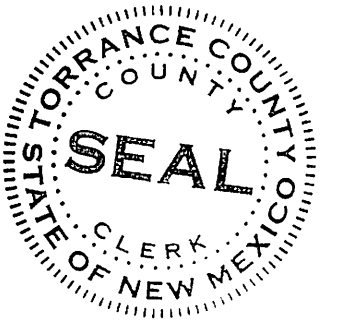
BY YOTERO



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use by County Clerk

SECOND AMENDMENT
TO THE
AMENDED AND RESTATED BYLAWS OF
DEER CANYON HOMEOWNERS' ASSOCIATION

(A New Mexico Nonprofit Corporation)

TORRANCE COUNTY, NEW MEXICO

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TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002202833
Book 344 Page 3209
2 of 4
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LEGAL DESCRIPTION OF PROPERTY

That certain real property located in Torrance County, New Mexico, as follows:

All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase I as recorded in the office of the Clerk of Torrance County, New Mexico on October 1, 2002 at Plat Record E1, Page 136, Reception 2024754, as amended by those amended plats recorded December 2, 2002 at Plat Record El, Page 144, Reception No. 2025848, and October 5, 2005 at Plat Record El, Page 304; and

All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase II as recorded in the office of the Clerk of Torrance County, New Mexico on May 15, 2006 at Plat Record E, Page 351, Reception 2062243, TOGETHER WITH those parcels identified as "Open Space No. I," "Open Space No. 2," "Open Space No. 7," and "Ruin," and all roadways described by courses and distances on the Phase II Plat, including all amendments thereto; and

All those tracts or parcels of land described on that plat of Deer Canyon Preserve Phase III as recorded in the office of the Clerk of Torrance County, New Mexico on August 22, 2007 at Plat Record F, page 48, Reception 2073853, TOGETHER WITH all roadways described by courses and distances on such plat, including all amendments thereto;

Meaning to incorporate any and all property in the Planned Area Development known as "Deer Canyon Preserve" in Torrance County, New Mexico.

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002202833
Book 344 Page 3210
3 of 4
10/19/2020 11:13:09 AM
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SECOND AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF DEER CANYON HOMEOWNERS' ASSOCIATION

This Second Amendment to the Amended and Restated Bylaws of the Deer Canyon Homeowners' Association (this "**Second Amendment**") is made and is effective as of October 15, 2020 (the "**Effective Date**"), with reference to the following:

WHEREAS, The Board of Directors of the Deer Canyon Homeowners' Association ("**DCPHOA**") adopted the Amended and Restated Bylaws of the Deer Canyon Homeowners' Association (the "**A&R Bylaws**") on October 4, 2018, which Amended Bylaws were recorded in the official records of Torrance County, NM as Instrument No. 002190142; and

WHEREAS, The Board of Directors of the DCPHOA adopted and approved the First Amendment (the "**First Amendment**") to the Amended and Restated Bylaws of the DCPHOA on June 20, 2019 which were recorded in the official records of Torrance County, NM as Instrument No. 002192304, the A&R Bylaws and the First Amendment to the A&R Bylaws are collectively referred to herein as the "**Amended Bylaws**"; and

WHEREAS, in accordance with Article VII, Section 1, these Amended Bylaws may be amended by the Board of Directors of the DCPHOA; and

WHEREAS, as there are a number of memberships of the DCPHOA that are materially past due in the payment of their respective DCPHOA assessments, the Board of Directors of the DCPHOA now desire to further amend the Amended Bylaws by restricting the voting rights of those Memberships who are not in good standing, as defined hereinbelow.

NOW, THEREFORE, in consideration of the preceding statement of facts the Amended Bylaws are hereby amended as follows:

1. As of the Effective Date, Article II, Section 2 of the Amended Bylaws is hereby replaced in its entirety with the following:

2. Voting of Members. Except for those memberships not in good standing, as defined hereinbelow, as of five (5) days prior to any matter submitted for vote of the total membership, each membership shall have one vote for each Homestead in the election of the Board of Directors, and in all other matters submitted to the vote of the membership. In all voting by memberships, voting by proxy shall be allowed and permitted. A membership will be deemed not to be in good standing when such membership has failed to pay the assessments, as provided for in Article X, Section 1 of these Bylaws and such failure has continued for either a period longer than twelve (12) months or when the cumulative amount of unpaid assessments equals or

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002202833
Book 344 Page 3211
4 of 4
10/19/2020 11:13:09 AM
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exceeds the sum of One Thousand Dollars ($1,000.00). Any membership not in good standing shall be deemed to be in good standing only when all such past due assessments have been paid in full. The DCPHOA Board shall provide notice of the suspension of voting privileges to any membership that is not in good standing. Such notice shall be sent by email to the last known email address of such membership no later than five (5) calendar days prior to any matter that has been or will be submitted to the total membership for vote.

3. The provisions of this Second Amendment were approved by the DCPHOA Board on October 15, 2020.

4. Except as otherwise specifically provided in this Second Amendment, the parties hereto acknowledge and agree that the Amended Bylaws are unmodified and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officers hereby certify that the foregoing amendment was duly adopted by a majority vote of the Board at its meeting duly called and held on October 15, 2020 and shall be effective immediately.

DEER CANYON PRESERVE HOMEOWNERS' ASSOCIATION

By: _____ 10/19/20
Bonnie Worker, President

By: _____
Christy Bartolain, Secretary

STATE OF NEW MEXICO)
COUNTY OF Torrance) ss.

The foregoing Second Amendment to the Amended and Restated Bylaws was acknowledged before me this 17th day of October, 2020, by Bonnie Worker.

My Commission Expires: 10-16-22 10-19-20

OFFICIAL SEAL
Juanita Chavez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 10-16-22