

**Bylaws**  
**of**  
**Los Caminitos Homeowners Association**  
**A New Mexico Nonprofit Corporation**

**Article I.**  
**Offices; Mailing Address**

The principal office of this corporation (the "Association") shall be the Los Caminitos Clubhouse, 62 Paseo del Rancho, Los Caminitos, Tesuque, New Mexico. The mailing address of the Association shall be P.O. Box 383, Tesuque, New Mexico, 87574. The Board of Directors, in the sole and absolute discretion of the Board of Directors, may keep and maintain other offices within or without the State of New Mexico wherever the business of the Association may require.

**Article II.**  
**Membership**

**1. Memberships**

There shall be one membership in the Association for each Lot within Los Caminitos Subdivision, Phase 1, Phase 2 and Phase 3 as these Lots are shown on the following plats of survey.

1. Plat titled "*Los Caminitos Subdivision, Phase 1, T 18 N., R. 10 E. of Santa Fe County, New Mexico*" prepared by Koogle & Pouls Engineering, Inc, completed under direction of J. Robert Martinez, NMLS No. 4076, dated September 26, 1979 and recorded in the Santa Fe County Clerk's Office on December 12, 1979 as Instrument No. 450,741 in Plat Book 74, pages 14-16;
2. Plat titled "*Los Caminitos Subdivision, Phase 2, T 18 N., R. 10 E. of Santa Fe County, New Mexico*" prepared by Koogle & Pouls Engineering, Inc, completed under direction of J. Robert Martinez, NMLS No. 4076, dated March 19, 1981 and recorded in the Santa Fe County Clerk's Office on June 1, 1981 as Instrument No. 479,480 in Plat Book 101, pages 23A, 23B, and 23C.
3. Plat titled "*Los Caminitos Subdivision, Phase 3, T 18 N., R. 10 E. of Santa Fe County, New Mexico*" prepared by Koogle & Pouls Engineering, Inc., completed under direction of J. Robert Martinez, NMLS No. 4076, dated June 14, 1982 and recorded in the Santa Fe County Clerk's Office on November 12, 1982 as Instrument No. 505,742 in Plat Book 122, pages 20, 20A, and 20B.
4. Plat titled "*Lot 74 Los Caminitos Subdivision, Phase 3, T 18 N., R. 10 E. of Santa Fe County, New Mexico*" prepared by Smith Williamson & Associates, completed under direction of Richard E. Smith, NMLS No. 5837, dated August 31, 1992 and recorded in the Santa Fe County Clerk's Office on September 11, 1992 as Instrument No. 786,180 in Plat Book 239, page 043.

The owner or owners of a Lot shall hold and share the membership related to that Lot in the same proportionate interests and by the same type of tenancy in which the title to the Lot is held unless agreed otherwise by such owners in writing (with a copy to the Association), provided always that there shall be only one membership per Lot. No person or entity other than an owner of a Lot may be a member of the Association.

## **2. Transfer of Membership**

A membership in the Association shall not be assigned, encumbered, or transferred in any manner except as an appurtenance to transfer of title to the Lot to which the membership is attributed. A transfer of membership shall occur automatically upon the transfer of title to the Lot to which the membership pertains, but the Association shall be entitled to treat the person or persons in whose name or names the membership is recorded on the books and records of the Association as the member until such time as evidence of a transfer of title, satisfactory to the Association, has been submitted to the Secretary. A transfer of membership shall not release the transferor from liability for obligation accrued incident to such membership prior to such transfer. In the event of dispute as to ownership of a Lot and to the membership appurtenant thereto, title to the Lot, as shown in the public records of Santa Fe County, New Mexico, shall be determinative.

## **3. Voting Rights**

Where the vote of the members is required by the statutes of the State of New Mexico, the Restrictive Covenants, the Articles, or these Bylaws, each membership shall have one vote per Lot owned.

Where there are co-owners of a Lot (whether by joint tenancy, tenancy in common, or otherwise) each co-owner shall be deemed to have a fractional portion of the vote for the membership appurtenant to that Lot proportionate to his interest in the fee title therein; but such co-owners may agree among themselves in writing how the vote attributable to such Lot shall be allocated (with written notice to the Board), provided that in no event shall more than one (1) vote be cast with respect to such Lot. For the purpose of casting the vote attributable to a Lot with co-owners, any one of such co-owners may, in the absence of evidence to the contrary, be accepted by the Association as the agent and attorney-in-fact for the other co-owners not present or signing a proxy. Voting of members by proxy shall be permitted. Proxies must be in writing, dated and filed with the President before the appointed time of each meeting. Every proxy shall be revocable (by written notice provided to the President in advance of the vote), shall be applicable only for the meeting at which it is cast and shall automatically cease upon conveyance by the member of his or her Lot. The Association may suspend the voting rights of a member for failure to comply with rules or regulations of the Association or with any other obligations of the owners of a Lot under the Restrictive Covenants.

## **4. Annual Meetings**

An annual meeting of the members for the purpose of electing directors and voting on such other matters as properly may come before the meeting shall be held annually on such date in August of each year, at such time and in such convenient location in Santa Fe County, New Mexico as is selected by the Board of Directors.

*August, 2019*

**5. Special Meetings**

Special meetings of the members may be called at any time by the Board of Directors or by written request of one-third (1/3) or more of the outstanding memberships and shall be held on such date, at such time and in such location in Santa Fe County, New Mexico, to be selected by the persons calling the meeting.

**6. Notices; Waiver**

Notices of annual and special meetings of the members must be given in writing and must state the date, hour and place of the meeting and generally describe (in the case of annual meetings) and specifically describe (in the case of special meetings) the nature of the business to be transacted. Such notices shall be delivered personally to, or deposited in the mail, postage prepaid, addressed at the last known address as shown on the books of the Association, to the owner or any one of the co-owners of each membership as shown on the books of the Association and shall be delivered or deposited in the mail at least ten (10) days, but not more than fifty (50) days, prior to the date of the meeting.

In the event that a special meeting is called by members of the Association as aforesaid they shall notify the Secretary of the Association in writing of the date, time, place and purpose of the meeting in sufficient time to permit the Secretary to give notice to all members in accordance with these Bylaws. No business shall be transacted at any special meeting other than that stated in such notice, unless by agreement of members present, either in person or by proxy, owning at least two-thirds (2/3) of the voting power of the membership of the Association.

Written waiver of notice signed by or attendance at a meeting by the owner or any one of the co-owners of a membership shall constitute a waiver of notice of such meeting except where attendance is for the express purpose of objecting to the failure to receive such notice or of objecting to defects in the notice.

**7. Quorum; Vote Required; Adjournment**

Fifty per cent (50%) of the voting power, represented in person or by proxy, shall constitute a quorum at any meeting of members. If a quorum exists, the action of a majority of the votes present, in person or by proxy, and voting shall be the act of the members except as provided otherwise in these Bylaws, the Articles or the Restrictive Covenants. If a quorum does not exist, a majority of the votes present in person or by proxy may adjourn the meeting from time to time without notice other than announcement at the meeting.

Notwithstanding the foregoing provisions contained in paragraph 7 of Article II, there shall be two classes of voting membership as follows:

Class A. Class A members shall be all Lot Owners, with the exception of the incorporators in behalf of the Tesuque Company, Developer. Class A members shall be entitled to one vote for each Lot owned.

Class B. Class B members shall be the incorporators, in behalf of the Tesuque Company, Developer, the voting rights of which shall be four times the number of votes as the percentage interest appurtenant to Lots owned by the Developer. Class B membership shall cease and be converted into Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) January 1, 1985.

### **Article III. Board of Directors**

#### **1. The Board of Directors**

Shall consist of from three (3) to nine (9) members.

#### **2. Qualification; Election; Terms**

Directors shall be elected for a term of three years. With respect to those Directors who are elected when this Bylaw first goes into effect, three shall serve for a term of one year, three shall serve for a term of two years and the remainder shall serve for a term of three years. Which Directors shall serve which terms shall be determined by the Board in such manner as it may select. Upon the expiration of a Director's term, he or she may stand for reelection for a full three year term at any annual meeting of the membership. Vacancies on the Board shall be filled either by the Board or by the members at the next annual meeting, in either case for the remainder of the prior Director's term. No person may be elected or appointed (in the case of filling a vacancy) as a Director if he or she is not a member of the Association or is delinquent in the payment of Assessments or other charges levied by the Association. Each person serving as a director shall hold such position until the earlier to occur of (a) the expiration of such person's term and until a successor has been elected or appointed or (b) such person's death, resignation or removal. A director may be removed by the affirmative vote of two-thirds (2/3) of the members present, either in person or by proxy, and eligible to vote at a meeting of members at which a quorum is present.

#### **3. Meetings**

There shall be a regular annual meeting of the Board immediately following the annual meeting of the members of the Association, and the Board may establish regular meetings of the Board, to be held at such places and at such times as it may determine from time to time. After the establishment of the time and place for such regular meetings, no further notice thereof need be given. Special meetings of the Board may be called by the President, or upon written request delivered to the Secretary of the Association, by any two directors at least ten (10) days before such meeting stating the date, hour, place and purpose of the meeting. Attendance by a director at any meeting of the Board shall be a waiver of notice by such person of the time and place thereof. No business shall be transacted at any special meeting of the Board other than that stated in such notice, unless by agreement of at least two-thirds (2/3) of all the directors, whether or not present.

A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board, except as provided otherwise in these Bylaws, the Articles of Incorporation or the Covenants. Directors shall not be permitted to vote by proxy.

#### **4. Action of Directors Without a Meeting**

Any action required to be taken or any other action which may be taken at a meeting of the directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof.

#### **5. Committees**

The Board may establish committees from time to time in its sole discretion, each of which shall be comprised of one or more directors and such non-directors as the Board shall designate, one of whom shall be designated as the chairperson of such committee and all of whom shall serve for such terms as provided by the Board subject to earlier death, resignation or removal by the Board. The committees shall meet at such times as they may agree, and shall report to the Board on their activities. At meetings of the committees, the presence of a majority of the number of members thereof shall constitute a quorum and the affirmative vote of a majority of the committee members present shall constitute the act of the committee. Committees shall not have or exercise any authority of the Board, shall report to the Board and shall in all matters be subject to the Board. The Board may dissolve any committee in its sole discretion.

#### **6. Compensation**

No director or committee member shall receive compensation for any service he or she may render to the Association, except as an employee.

#### **7. Indemnity**

The Association shall indemnify any director or former director of the Association against reasonable expenses, costs and attorney fees actually and reasonably incurred by the director or former director of the Association in connection with the defense of any action, suit or proceeding, whether civil or criminal, in which the director or former director is made a party by reason of being or having been a director or committee member of the Association. Any indemnification described above shall include any amounts paid by the director or former director to satisfy a judgment or to compromise or settle a claim in connection with the defense of any action, suit or proceeding described above. The Association shall not indemnify the director or former director if the director or former director is adjudged by a court to be liable on the basis that the director or former director breached or failed to perform the duty of the office of the director or former director and if a court adjudges that the breach or failure to perform on the part of the director or former director constitutes willful misconduct or recklessness. Upon the request of a director or former director, the Association shall provide advance indemnification to a director or former director in the circumstances described above for reasonable expenses to be incurred in connection with the defense of the action, suit or proceeding, provided that the director or former director shall

reimburse the Association if, later, the director or former director is adjudged by a court to be liable on the basis that the director or former director breached or failed to perform the duty of the office of the director or former director and if a court adjudges that the breach or failure to perform on the part of the director or former director constitutes willful misconduct or recklessness. As used in this Section 7, the phrase “director or former director” shall be deemed to mean any current or former director of the Association and any current or former committee member of a committee established by the Board, including without limitation, the Architectural Control Committee, whether or not such committee member is or was also a director.

## **8. Board Member Certification**

Each director shall make such certifications to the Secretary at such times and with respect to such matters as are required by the Act.

## **Article IV. Officers**

### **1. General**

The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, and a Treasurer, all of whom shall be appointed by the Board of Directors to serve at the pleasure of such Board. The Board of Directors may appoint such other officers, agents, factors and employees as it may deem necessary or desirable. Any person may hold two or more offices simultaneously, except that the President shall not hold any other office.

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members. Each officer shall hold office for one (1) year subject to earlier death, resignation or removal. An officer may be removed by the affirmative vote of a majority of the directors present at a duly held meeting of the Board of Directors at which a quorum is present. Vacancies in offices shall be filled by the Board for a period equal to the remainder of the prior officer's term.

### **2. President**

The President shall be the principal executive officer of the Association, and, subject to the control of the Board of Directors, shall direct, supervise coordinate and have general control over the affairs of the Association and shall have the powers generally attributable to the chief executive officer of an Association. The President shall preside at all meetings of the members of the Association.

### **3. Vice Presidents**

Vice Presidents may act in place of the President in case of his death, absence, inability or failure to act, and shall perform such other duties and have such authority as is from time to time delegated by the Board of Directors or by the President.

#### **4. Secretary**

The Secretary shall be the custodian of the records and of the seal of the Association and shall affix the seal to all documents requiring the same, and shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law, and that the books, reports, and other documents and records of the Association are properly kept and filed, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to him by the Board of Directors or by the President. The Board may appoint one or more Assistant Secretaries who may act in place of the Secretary in case of his death, absence, inability or failure to act.

#### **5. Treasurer**

The Treasurer shall have charge and custody of, and shall be responsible for, all funds and securities of the Association, shall deposit all such funds in the name of the Association in such depositories as shall be designated by the Board of Directors, shall keep books of account and records of financial transactions and condition of the Association and shall submit such reports thereof as the Board of Directors may, from time to time, require; and, in general, shall perform all the duties incident to the office of Treasurer, and such other duties as may, from time to time, be assigned to him by the Board of Directors or by the President. The Board may appoint one or more Assistant Treasurers who may act in place of the Treasurer in case of his death, absence, inability or failure to act.

#### **6. Compensation**

Officers, agents, factors and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board of Directors; provided that persons serving as directors who also hold an office may not receive any compensation for serving as an officer unless the amount is specifically included as a separate line item in a budget approved by members at the annual meeting of members. Appointment of an officer, agent, factor or employee shall not of itself create contractual rights to compensation for services performed as such officer, agent, factor or employee.

#### **7. Indemnity**

The Association shall indemnify any officer or former officer of the Association against reasonable expenses, costs and attorney fees actually and reasonably incurred by the officer or former officer of the Association in connection with the defense of any action, suit or proceeding, whether civil or criminal in which the officer or former officer is made a party by reason of being or having been an officer of the Association. Any indemnification described above shall include any amounts paid by the officer or former officer to satisfy a judgment or to compromise or settle a claim in connection with the defense of any action, suit or proceeding described above. The Association shall not indemnify the officer or former officer if the officer or former officer is adjudged by a court to be liable on the basis that the officer or former officer breached or failed to perform the duty of the officer or former officer and if a court adjudges that the breach or failure to perform on the part of the officer or former officer constitutes willful misconduct or recklessness. Upon the request of an officer or former officer the Association shall provide

advance indemnification to an officer or former officer in the circumstances described above for reasonable expenses to be incurred in connection with the defense of the action suit or proceeding, provided that the officer or former officer shall reimburse the Association if, later, the officer or former officer is adjudged by a court to be liable on the basis that the officer or former officer breached or failed to perform the duty of the officer or former officer and if a court adjudges that the breach or failure to perform on the part of the officer or former officers constitutes willful misconduct or recklessness.

**Article V.**  
**Contracts, Conveyances, Checks and Miscellaneous**

**1. Contracts**

The Board of Directors may authorize any officer or agent of the Association to enter into any contract or execute and deliver any instrument in the name of the Association, except as otherwise specifically required by the Covenants or these Bylaws.

**2. Conveyances and Encumbrances**

Corporate property may be conveyed or encumbered by authority of the Board of Directors or the Executive Committee of the Board or such other person or persons to whom such authority may be delegated by resolution of the Board or of the Executive Committee of the Board. Conveyances or encumbrances shall be by instrument executed by the President or a Vice President and by the Secretary or the Treasurer or an Assistant Secretary or Assistant Treasurer, or executed by such other person or persons to whom such authority may be delegated by the Board or the Executive Committee of the Board.

**3. Checks**

All checks, drafts, notes and orders for the payment shall be signed by the President or a Vice President or the Treasurer, or shall be signed by such other officer or agent of the Association as shall be thereto duly authorized by resolution of the Board of Directors.

**4. Fiscal Year**

The fiscal year of the Association shall be September 1 to August 31.

**5. Seal**

The Board of Directors may adopt a seal of such design as it may deem appropriate.



**Article VI.**  
**Rights and Obligations of the Association and of Members**

**1. Assessments**

The Board of Directors shall fix, levy, and collect assessments and penalties in the manner and for the purposes specified in the Restrictive Covenants, and the members shall pay assessments as provided in the Restrictive Covenants.

**2. Special Assessments**

The Board of Directors may levy and collect special assessments for such violations of the Restrictive Covenants and the Architectural Control Rules, as from time to time in effect, as the Board of Directors has determined to exist. A special assessment shall not be the exclusive remedy available to the Association for violations of the Restrictive Covenants. The special assessment for each violation shall not exceed one thousand dollars (\$1,000), such amount being subject to modification as applicable to any particular calendar year by resolution adopted by the Board of Directors. Before the Board of Directors may levy any special assessment, the Board of Directors shall give the violating member (a) written notice of violation and such opportunity to dispute as may be required by the Act and (b) a grace period of thirty (30) days after the giving of such notice of violation to remove or otherwise cure such violation; provided, however, as to those violations that cannot reasonably be removed or cured within such thirty (30) day grace period, a special assessment shall not be levied if, within such thirty (30) day grace period, the member commences the removal or curing thereof and thereafter prosecutes same diligently and continuously to completion, all within a time and in a manner reasonably satisfactory to the Board of Directors. Each fifteen (15) day period that a violation continues after the thirty (30) day period (or such longer period, as aforesaid) shall be considered a separate violation for which no additional notice or grace period need be given and subject to a separate special assessment. Notwithstanding the foregoing, no such notices or grace periods shall be required in the case of violations that pose an imminent threat to public health or safety.

**Article VII.**  
**Amendments**

**1. Articles of Incorporation**

Amendments may be made to the Articles of Incorporation by members owning at least seventy-five percent (75%) of the voting power of the membership of the Association at any annual meeting or special meeting of the membership, provided that the notice of such meeting states that such amendment, alteration or repeal is to be considered.

**2. Bylaws**

These Bylaws may at any time and from time to time be amended, altered or repealed by members owning at least two-thirds (2/3) of the voting power of the membership 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.

### **3. Limitation on Amendments**

No amendment of the Articles of Incorporation or of these Bylaws shall be contrary or inconsistent with any provision of the Covenants.

## **Article VIII. Restrictive Covenants; Violation; Enforcement**

### **1. General**

Enforcement of the Restrictive Covenants is necessary to maintain Los Caminitos Subdivision as the private, prestigious, single-family residential subdivision required by the Restrictive Covenants. Because members of the Association are owners of the Lots within Los Caminitos Subdivision, the Association has a direct interest in the enforcement of the Restrictive Covenants; therefore, the Association is a proper entity to take any action necessary to enforce the Restrictive Covenants and necessary to protect the Association and members of the Association from violations of the terms of the Restrictive Covenants, which violations are prohibited.

### **2. Action of Association through Board of Directors**

In taking actions necessary to enforce the Restrictive Covenants and necessary to protect the Association and members of the Association from violations of the terms of the Restrictive Covenants, the Association will act through the Board of Directors of the Association.

### **3. Remedies of Association; Liens**

In addition to the remedies provided to the Association in the Restrictive Covenants or Article VI of these Bylaws, the Association, acting through the Board of Directors, shall have the right to injunctive and other equitable relief against persons or entities who violate the Restrictive Covenants and shall have the right to money damages and other legal relief against persons or entities who violate the Restrictive Covenants. The Association shall have a lien against the Lot or Lots of any member of the Association as provided in Section 8 of the Restrictive Covenants to secure the payment of the assessment and other charges or money damages. Any such lien shall be enforceable as provided by the Restrictive Covenants.

### **4. Investigation**

The Board of Directors or the Architectural Control Committee shall use reasonable efforts to notify the owner of the lot in question at least 24 hours in advance of its intent to enter upon the property for the aforesaid purposes and, in instances where the member is residing on the property, use reasonable efforts to schedule a mutually convenient time for doing so. After each investigation, the member shall be notified that an investigation has been made and of any deficiencies or violations noted.

## **5. Waiver of Enforcement by Board of Directors**

A member of the Association may apply for a waiver of enforcement of the Restrictive Covenants by providing a statement of circumstances upon which the member relies to request the waiver, together with a copy of any substantiating materials related to a potential or actual violation of the Restrictive Covenants. The Board of Directors may, in the sole and absolute discretion of the Board of Directors, waive in writing the enforcement of the Restrictive Covenants as to any matter described with specificity in the waiver. Waivers may be granted prospectively or retroactively but shall be legally effective only if evidenced in writing, executed by the President if authorized to do so by the Board of Directors. A waiver granted in one instance shall be applicable only to that instance and shall not form a precedent for the granting of any other waiver.

## **6. Certain Definitions**

The term “Restrictive Covenants” as used in these Bylaws shall mean the Los Caminitos Subdivision Amended and Restated Restrictive Covenants approved by the members on August 17, 2019, but effective as of January 1, 2020, as recorded in the Office of the County Clerk of Santa Fe County, New Mexico, as the same may be amended from time to time thereafter. Any term used, but not defined, in these Bylaws which is defined in the Restrictive Covenants shall have the meaning ascribed to such term in the Restrictive Covenants.

# **Article IX. Rules and Regulations for Common Areas**

## **1. Authority of Board**

The Association, acting through the Board of Directors, may establish rules and regulations governing use of the common areas owned and operated by the Association, including the swimming pool, the Los Caminitos clubhouse, the tennis courts and trails. Any rules and regulations developed as provided in this section shall govern, among other things, the permitted uses and hours of usage of common facilities.

## **2. Violation of Rules and Regulations**

The Association, acting through the Board of Directors, may bar members who violate such rules and regulations or the Restrictive Covenants from the use of the clubhouse facilities, swimming pool, tennis courts and trails for such reasonable period as determined by the Board of Directors, but, in the case of non-payment of Assessments or other charges, for such period as provided in the Restrictive Covenants. Prior to such a prohibition being imposed, the Board of Directors shall provide the member with written notice of violation and such opportunity to dispute as may be provided for in the Act; provided that no such notice shall be required in the case of violations that pose an imminent threat to public health or safety.