

# **BYLAWS OF THE MEADOWS ON RIO GRANDE HOMEOWNERS ASSOCIATION, INC.**

A Nonprofit Association

## **ARTICLE I. NAME**

The name of this organization shall be *The Meadows on Rio Grande Homeowners Association, Inc.*

## **ARTICLE II. OFFICES**

**Section 1. Principal Office.** The Association has no fixed physical address. The Association's principal mailing address is located at P.O. Box 7185, Albuquerque, New Mexico 87194-7185. The Board of Directors (herein called the Board) is granted full power and authority to change said principal office from one location to another. Any such change shall be noted on the Bylaws opposite this section, or this section may be amended to state the new location.

## **ARTICLE III. PURPOSE**

The purpose for which the Association is organized is to provide for preservation and maintenance of the common areas within and related to The Meadows on Rio Grande, a subdivision in Bernalillo County, New Mexico and to promote the health and safety of the residents within such properties and to enforce the provisions of the **PROTECTIVE COVENANTS FOR THE MEADOWS ON RIO GRANDE** originally filed as document number 93073817 in the records of Bernalillo County on July 12, 1993, as subsequently amended, (hereinafter referred to as the "Covenants"). These Bylaws pertain to the following real property:

All of The Meadows on Rio Grande, a subdivision of the City of Albuquerque, Bernalillo County, New Mexico, Lots 1-23 Blk A, Lots 1-12 Blk B, Lots 1-34 Blk C, Lots 1-35, Blk D, Lots 1-4, Blk E, as the same are shown and designated on the plat of said subdivision filed in the office of the County Clerk of Bernalillo County, New Mexico on the 8th day of July, 1993 as Document No. 93073015.

(hereinafter referred to as the "Subdivision" or as "Lots")



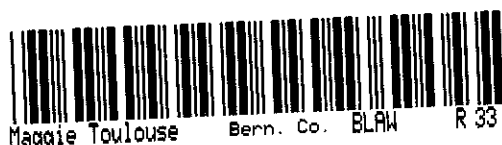
## ARTICLE IV. MEMBERSHIP

### Section 1. Eligibility

Title owners of residential lots in the Meadows on Rio Grande, a Subdivision of the City of Albuquerque, Bernalillo County, shall be entitled to be members of the Association.

### Section 2. Meetings of Members

- (a) **Place.** All meetings of members shall be held as may be determined by the Board of Directors and specified in the notice of such meeting. A virtual meeting may be substituted for any physical meeting contemplated under these bylaws, and votes by written or electronic means may be substituted, at the discretion of the Board of Directors, for elections taken at a physical meeting.
- (b) **Annual meeting.** If a physical meeting of the members is held, the annual meeting of members shall be held on the Third Sunday in April unless the Board sets another time and date for the meeting. The members shall be notified of the revised time and date not less than 10 nor more than 30 days from the date of the meeting. At the Annual meeting, the members shall elect the directors of the Association and shall transact such other business as required.
- (c) **Special meetings.** Special meetings of members may be called at any time by the President or by a majority of the directors. It shall also be the duty of the President to call such meetings whenever requested in writing to do so by not less than one-tenth of all the member lot owners entitled to vote at the meeting, which request shall state the objects of the proposed meeting. Business transacted at all special meetings shall be confined to the objectives stated in the notice.
- (d) **Written and electronic votes.** Votes of the members by written or electronic means may be substituted at the discretion of the Board of Directors for actions taken at a meeting. Electronic means for member votes under these Bylaws shall include electronic mail and facsimile. Should the Association develop a website which will allow password protected votes, voting may also be accomplished through the Internet. Any written vote shall be conducted by mailing a paper ballot to each Member entitled to vote. The ballot shall allow not less than two weeks from the date of mailing for a response. If voting takes place by electronic mail or facsimile, the ballot shall allow not less than two weeks from the date of transmission for a response. A vote by mail is deemed to have been completed on the date of the postmark on a properly stamped and addressed return ballot. Voting by facsimile or electronic mail shall be allowed only if a member has furnished to the Board of Directors an address or telephone number for that purpose. A vote by facsimile or electronic mail shall be complete when transmitted to the address designated by the Board of Directors for receipt of electronic votes.



- (e) **Quorum.** For any physical meeting, fifteen (15) per cent of the member lot owners entitled to vote, represented in person, or by proxy, shall be requisite at all meetings to constitute a quorum for the election of directors or the transaction of any other business. If, however, such quorum shall not be present at any such meeting, the members present and entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until the requisite amount of voting member lot owners shall be represented. At any such adjourned meeting at which the requisite amount of voting member lot owners shall be represented, any business may be transacted which might have been transacted at the meeting as originally notified. For any vote taken by written or electronic means, a response by a majority of the member lot owners entitled to vote shall be required for a valid action.
- (f) **Voting.** At any meeting of the members at which a quorum is present, the affirmative vote of a majority of the member lot owners entitled to vote thereat shall be had on any matter coming before such meeting in order to constitute such action the valid act of the members thereon, unless otherwise provided by law or by the Articles of Incorporation or these Bylaws. A member of record shall be entitled to one vote for every lot. Only one owner for each such lot shall be entitled to vote.
- (g) **Decisions requiring member approval.** Notwithstanding the foregoing, and notwithstanding the provisions herein above establishing a quorum, a vote of a two-thirds majority of *all* member lot owners entitled to vote shall be required to affect any of the following acts:
- (i) Removal of any officer or director,
  - (ii) Dissolution of the Association,
  - (iii) Merger of the Association with another Association,
  - (iv) Confession of judgment against the Association,
  - (v) Sale of all or substantially all of the assets of the Association, or
  - (vi) The filing of a petition in bankruptcy or other act of insolvency.
- (h) **Notice.** Notice of the time and place of any physical annual meeting of members and notice of the time, place, and purpose of each special meeting of the members shall be given at least ten and not more than 50 days before the date set for such meeting to each member entitled to vote at such meeting. Notice may be by written or electronic means. Any address provided by a member for electronic notice shall be conclusively presumed to be valid unless the member gives written or electronic notice of a substituted address.

## ARTICLE V. BOARD OF DIRECTORS

**Section 1. General Powers.** The business and affairs of the Association shall be managed by its Board of Directors. The Board shall have overall responsibility for performing the functions for which the Association was organized. The Board shall appoint officers, committees and individual volunteers to carry out the tasks necessary.

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**Section 2. Number and Tenure.** The number of Directors of the Association shall be set by resolution of the Board and shall be no less than three (3) or more than nine (9). Each Director shall hold office until the annual meeting following her/his election. Directors may be elected to successive terms.

**Section 3. Qualifications.** The Board shall consist of owners of Lots within the Meadows on Rio Grande who are concerned with and interested in the purposes of the Association. Non-owners may serve on committees, but may not serve as Board members.

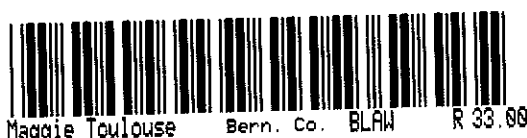
**Section 4. Election.** At the first annual meeting the members shall elect one third of the directors for a term of one (1) year, three for a term of two (2) years, and three (3) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect the director(s) for a term of three (3) years to fill each expiring term. Upon acceptance of the appointment, each new Director shall be provided with a copy of these Bylaws. The term of office for each Director shall be from May 1 through April 30 of each year.

**Section 5. Annual meeting and Other Regular Meetings.**

- (a) The annual meeting of the Board shall be held in between May and August each year. The Board may provide, by resolution, the time and place within the State of New Mexico for the holding of additional regular meetings without other notice. The Board shall hold no less than one regular meeting per year, in addition to the annual meeting.
- (b) Meetings shall be conducted by the Chairperson (who shall also be the President of the Association) if she/he is in attendance. If the Chairperson is not in attendance then the Vice-Chairperson (who shall be the Vice-president of the Association) or a Chairperson *pro tem* shall be called upon to perform this function.
- (c) With the consent of a majority of the Board, meetings may be conducted electronically, by telephone or by other virtual means.

**Section 6. Special Meetings.** Special meetings of the Board may be called by or at the request of the Chairperson or any three (3) Directors. The person(s) authorized to call special meetings of the Board may fix the time and place for holding any special meeting called by them. At a special meeting, the Board may vote only upon the particular purpose or issue for which it was called.

**Section 7. Notice.** Written or electronic notice of the meetings and their time and place shall be given no less than 48 hours prior to the meeting. If mailed, such notices shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage prepaid. Mailing must occur no less than five (5) days prior to the meeting. The proposed date of any special meeting of the Board shall be stated in the notice or waiver of notice of such meeting. Any Director may waive notice of any meeting.



## Section 8. Quorum, Voting.

- (a) A majority of the Directors shall constitute a quorum at a meeting of the Directors. A quorum, once attained at meeting, shall be deemed to continue until adjournment notwithstanding the voluntary withdrawal of enough Directors to leave less than a quorum. If a quorum is present, the affirmative vote of the majority of Directors present at the meeting and entitled to vote on the subject matter shall be the act of the Board; unless a vote of a greater number is required by law, by the Articles of Incorporation, or by these Bylaws. If, however, such quorum shall not be present at any meeting of the Board, members entitled to vote thereat, present in person shall have the power to adjourn the meeting to a future date at which quorum shall be present. At such continuation of the adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally called.
- (b) Issues may be decided by a majority vote of the members present, except that any resolution to dissolve the Association, dispose of a substantial asset or otherwise fundamentally affect the ability of the Association to perform its functions must be approved by a two-thirds majority of the total Directors present and entitled to vote.
- (c) If at any meeting a vote results in a tie, the issue shall be decided in accordance with the vote of the Chairperson or Chairperson *pro tem*.

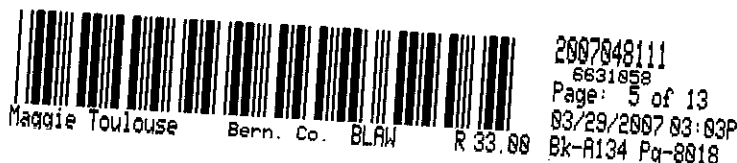
**Section 9. Proxies.** Any Director who does not attend a Board meeting may not vote by proxy. However a Director may participate by telephone or electronic means if equipment permits the absent member to hear and participate in all discussions.

**Section 10. Action Without a Meeting.** Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting if a consent in writing or electronic form, setting forth the action taken, shall be signed (physically or electronically) by all of the Directors.

**Section 11. Vacancies.** Any vacancy occurring in the Board may be filled at any time by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board. A Director elected to fill a vacancy shall be elected for the unexpired term of her/his predecessor in office. Unless a Director resigns, he/she shall continue to serve until her/his successor is duly elected and takes office.

**Section 12. Removal of Directors.** At a Director's meeting or a written or electronic vote called expressly, but not necessarily exclusively for that purpose, one or more Directors may be removed, with or without cause, by a vote of the two-thirds of the members present and entitled to vote at an election of Directors.

**Section 13. Presumption of Assent.** A Director of the Association who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented



to the action taken unless her/his dissent shall be entered in the minutes of the meeting unless he/she shall file her/his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by mail to the secretary of the Association within fifteen (15) days after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

**Section 14. Resignation.** Any Director may resign by submitting her/his written resignation to the Chairperson of the Board. Absence of a Director from two (2) consecutive meetings for which no sufficient reason is presented to the Chairperson shall be equivalent to resignation.

## ARTICLE VI. OFFICERS

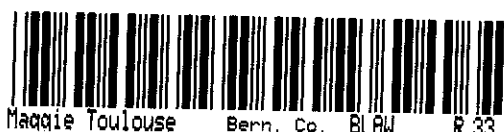
**Section 1. Number.** The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer. Officers may be Directors as well. Directors may hold more than one office at a time, except that the President may not also hold the office of Secretary.

**Section 2. Election and Term of Office.** The President shall also be the Chairperson of the Board. The remaining officers of the Association shall be elected annually by the Board at the initial meeting of each new Board. Upon election, the Vice-President shall be the Vice-Chairperson of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until her/his successor shall have been duly elected and shall have accepted the appointment or until her/his death or until she/he shall resign or shall have been removed. The President shall, if possible, have served on the Board prior to her/his election to office.

**Section 3. Removal.** Any officer or agent may be removed by the Board, by a vote of two thirds of the members present and entitled to vote, whenever in its judgment the best interests of the Association will be served.

**Section 4. Vacancies.** A vacancy in any office for any reason may be filled by the Board for the unexpired portion of the term.

**Section 5. President.** The President shall be the person who is generally authorized to supervise and control the business and affairs of the Association and to deal with third parties as the person with such authority. She/he is authorized, without further resolution of the Board, to sign mortgages, bonds, contracts, checks or other instruments which the Board or any committee given such authority by the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and, in general 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. Though legally authorized to execute such documents without further approval, the President shall attempt to bring contracts and other such matters before the Board for prior review whenever practicable.



**Section 6. Vice-President.** The Vice-President shall assist the President in her/his duties and shall assume the duties of the President in the temporary absence of the President. The Vice-President shall be the President-elect for the next year.

**Section 7. Secretary.** The Secretary shall (a) oversee the keeping of the minutes of the proceedings of the Board in one or more books provided for that purpose; (b) see that all notices and committee reports are duly provided in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed on all documents and execution of which on behalf of the Association under its seal is duly authorized; and (d) generally perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to her/him by the Board.

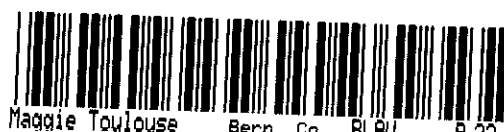
**Section 8. Treasurer.** The Treasurer shall have custody of the financial records of the Association and shall see that correct and complete financial records of the Association are maintained; shall provide the Board with regular financial information; shall see that documents requiring regulatory bodies and funding are filed in a timely manner; and shall in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to her/him by the Board.

## **ARTICLE VII. COMMITTEES, RULES**

**Section 1. Committees.** Usual and ordinary work of the Board may be conducted by committees established in these Bylaws and by resolutions of the Board. Each committee shall have and exercise all the authority provided in these Bylaws or in the establishing resolution.

However, no committee shall have the authority of the Board in reference to amending, altering or repealing the Bylaws; electing, appointing, or removing a member of any committee or any Director or officer of the Association; adopting a plan of merger or adopting a plan of consolidation with another Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefore; adopting a plan for the distributing of the assets of the Association; or amending, altering or repealing any of the Rules and Regulations or resolutions of the Board which by its terms provided that it shall not be amended, altered, or repealed by a committee. The designation and appointment of any committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual director, of any responsibility imposed upon it, him, or her by law. Persons who are not members of the Board may serve in a non-voting capacity on Board Committees. The Committees shall report the actions of the committee since the previous Board meeting to a Director designated to act as a liaison to the committee.

**Section 2. Rules and Regulations.** Pursuant to its incidental powers granted by Section 6 of the amendments to the Covenants, the Board may, by a majority vote, adopt Rules and Regulations which shall govern the Association and its members. The Rules and Regulations may be amended, altered, or repealed, and/or new Rules and Regulations adopted, by the Board



of Directors from time to time without the vote of the Members. Rules and Regulations may, among other things, clarify provisions of the covenants, provide procedures for enforcement of the Covenants, assign functions to committees and govern other matters consistent with the Covenants and the purposes of the Association.

## **ARTICLE VIII. INDEMNIFICATION**

**Section 1.** The Association hereby indemnifies each member of the Board and the staff of the Association, and their heirs, legal representatives and assigns, against expenses and liabilities reasonably incurred in connection with any action, suit or proceedings in which the member or staff is involved or made a party by reason of being, or having been such, where the officer or Director is wholly successful on the merits or otherwise.

**Section 2.** The Association may indemnify officers and Directors notwithstanding an adjudication of negligence or misconduct if, in the judgment of the Board, the officer or Director acted in good faith and reasonably believed that her/his conduct was in the best interests of the Association, and, in the case of any criminal proceedings, reasonably believed that her/his conduct was not unlawful. Such indemnification shall be limited to reasonable expenses only, and not judgments, fines, etc., where the action against the officer or Director was by or in the right of the Association.

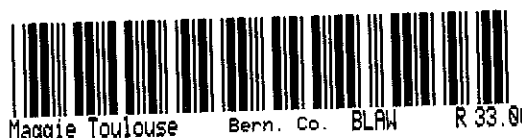
**Section 3.** The foregoing right of indemnification shall not be exclusive of the rights to which any member or staff may be entitled as a matter of law and shall include reimbursement of any amount and excess paid or incurred in settling any action, suit or proceedings when such settlement has been approved by the Board.

## **ARTICLE IX. INTERESTED PARTIES**

No transaction of the Association will be affected because a Director, or officer of the Association is interested in the transactions, so long as such transactions are conducted at arm's length in good faith and with full disclosure, and are not violations of the proscriptions of Federal Tax laws applicable to charitable organizations, the Articles of Incorporation and these Bylaws against incurment of monetary benefit. Such interested persons will not be liable to the Association for the person's profits, or the Association's losses, from the transaction.

## **ARTICLE X. NOTICE AND WAIVER OF NOTICE**

Any notice of meeting will state the time, place, and purpose of the meeting, may be sent by mail, phone, electronic means, or delivered to the persons entitled thereto at the address shown on the corporate books. Notice will be considered waived by any person who, in writing, waives the notice or who attends the meeting, except where the person attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully



called or convened. Failure to receive a notice will not affect the validity of the meeting involved.

## **ARTICLE XI. MONETARY MATTERS**

**Section 1. Funds and Borrowing.** The depository for corporate funds, the persons entitled to draw against these funds, the persons entitled to borrow on behalf of the Association, and the manner of accomplishing these matters will be determined by the Board.

**Section 2. Compensation and Pecuniary Benefit.** No Director or officer will receive any compensation or pecuniary benefit from the Association except that the Board may reimburse them from corporate funds upon proper documentation for expenses incurred on behalf of the Association.

**Section 3. Prohibition Against Sharing in Corporate Earnings.** No member or officer of the Association shall receive at any time any of the net earnings of the Association, or share in any of the corporate assets upon dissolution of the Association; all such persons by accepting their membership or office shall be deemed to have expressly consented to the foregoing.

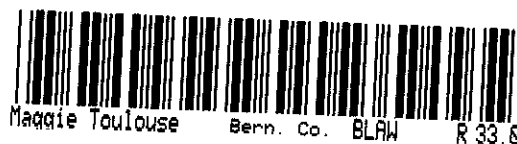
## **ARTICLE XII. OPERATION**

**Section 1. Maintenance, Repair, Replacement and Other Expenses.** The Association is authorized to perform Common Area Maintenance as directed by the Covenants to the extent the Board deems reasonable in light of the resources of the Association, and in light of any obligations of other entities which may be required to maintain common areas. Common Expenses as used in these Bylaws shall refer to the expense of Common Area Maintenance. "Lots" as used in these Bylaws shall refer to lots in the Meadows on Rio Grande subdivision to which the Covenants apply.

The Association, the Board and its members disclaim any and all liability for any damages or injuries in or on the common areas and for any maintenance of the common areas or failure to maintain the common areas. The Association does not, in whole or in part, accept any repair, maintenance or other obligation which would otherwise be the responsibility of any municipality or governmental entity.

### **Section 2. Common Expenses and Assessments Against Lot Owners.**

- (a) **Fiscal Year.** The fiscal year of the Association shall be from May 1 through April 30 unless otherwise determined by the Board.
- (b) **Preparation and Approval of Budget.**
  - (1) On or before a date not less than 30 days prior to the annual meeting of Members, the Board shall adopt a budget for the Association containing an estimate of the



total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Areas which the Board is authorized to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Covenants, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the members of services.

- (2) Such budget shall also include such reasonable amounts as the Board considers necessary to provide working capital, general operating reserve and reserves for contingencies and replacements. Within thirty (30) days of the adoption of the proposed budget, the Board shall send to each Lot Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses and any special assessment payable by each Lot Owner.
  - (3) At the annual meeting of the members or at a special meeting duly noticed for this purpose, the budget shall be presented to the members for ratification. Unless at that meeting a majority of all the members of the association reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the members, shall be continued until such time as the members ratify (as provided herein) a subsequent budget proposed by the Board.
- (c) **Assessments and Payment of Common Expenses.** The total amount of the estimated funds for the operation of the Property set forth in the budget adopted by the Board shall be assessed against each member in proportion to his respective Percentage Interest and shall be a lien against each member's Lot as provided in Article IX, Section 2 of these Bylaws. On or before the first day of each fiscal year, and the first day of each of the succeeding fiscal year, each member shall be obligated to pay to the Board or the Managing Agent (as determined by the Board), such assessment. The Board may, by Rule, allow payments in installments. Within sixty (60) days after the end of each fiscal year, the Board shall supply to all members an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves.
- (d) **Reserves.** The Board shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements, and may include such reserves in the annual budget. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including non-payment of any member's assessment, the Board may at any time levy a further assessment, which shall be assessed against the members equally and which may be payable in a lump sum or in installments



as the Board may determine. The Board shall serve notice of any such further assessment of all members by a statement in writing giving the amount and reasons therefore, and such further assessments shall, unless otherwise specified in the notice, become effective with the next payment which is due more than ten (10) days after the delivery of such notice of further assessments. All members shall be obligated to pay the adjusted amount and if such amount is not payable in installments, it shall become a lien as of the effective date of the assessment.

- (f) **Effect of Failure to Prepare or Adopt Budget.** The failure or delay of the Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a member's obligation to pay his allocable share of the Common Expenses herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each member shall continue to pay installments as set by the board at the rate established for the previous fiscal year until notice of the new payment which is due shall have been delivered.
- (g) **Accounts.** All sums collected by the Board with respect to assessments against the members or from any other source may be commingled into a single fund.

**Section 3. Payment of Common Expenses.** Each member shall pay the Common Expenses assessed by the Board pursuant to the provisions of Section 2 of this Article. No member may be exempted from liability for his/her contribution toward Common Expenses by a waiver of the use of enjoyment of any of the Common Areas or by abandonment of his/her Lot. No member shall be liable for the payment of any part of the Common Expenses assessed against his/her Lot subsequent to the date of recording of a conveyance by him/her in fee of such Lot. Prior to or at the time of any such conveyance, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser and seller of a Lot shall be jointly and severally liable for his/her proportionate share of the Common Expenses up to the time of such recording, without prejudice to the purchaser's right to recover from the selling member amounts paid by the purchaser provided, however, any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling member within ten (10) working days following a written request to the Board or Managing Agent and purchaser shall not be liable for, nor shall the Lot be subject to a lien for, any unpaid assessments in excess of the amount therein set forth: and provided, further, that each Mortgagee who comes into possession of a Lot by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments or charges against such Lot which accrue prior to the time such Mortgagee comes into possession thereof, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Lots including the mortgaged Lot.

**Section 4. Collection of Assessments.** The Board or any Managing Agent shall take prompt action to collect any assessments for Common Expenses due from any member which remains unpaid for more than ninety (90) days from the due date for payment thereof. Any assessment, or installment thereof, not paid within thirty (30) days after due shall accrue a late charge in the

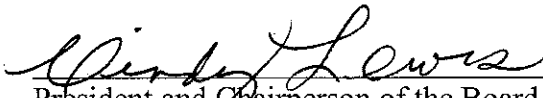


amount of ten percent (10%) of the overdue assessment or portion thereof beyond the due date that such assessment remains unpaid. In addition to all other sums owed, a Lot owner shall be responsible for all attorney fees, court costs and other costs of collection incurred in collecting any amounts due from that owner.

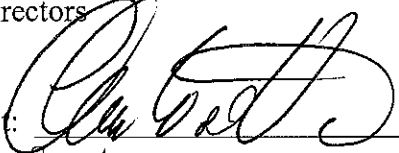
### ARTICLE XIII. AMENDMENTS

Once recorded, these Bylaws shall be amended only by a majority vote of the members at any meeting of the members where written notice of the intention to amend the bylaws has been provided to the members not less than seven (7) and not more than fifty (50) days before the meeting.

We hereby certify that these Bylaws were adopted by a unanimous vote of the Board of Directors at a meeting duly noticed for such purpose on October 18, 2006.

  
President and Chairperson of the Board  
of Directors

11-08-06  
Date


Attest:   
Secretary

11-08-06  
Date

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

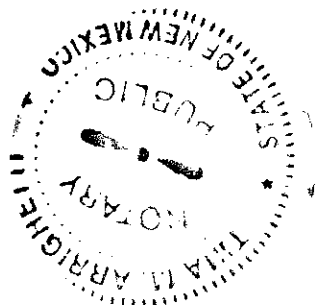
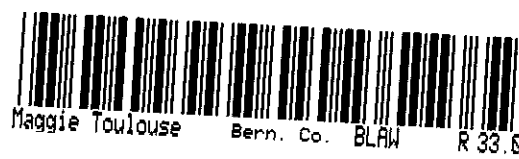
Subscribed and Acknowledged before me this 8th day of November, 2006, by Cindy Lewis as President and Chairperson of the Board of the Meadows on Rio Grande Homeowners Association, Inc., on behalf of said corporation..

  
NOTARY PUBLIC

My Commission expires: 5/23/09

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STATE OF NEW MEXICO

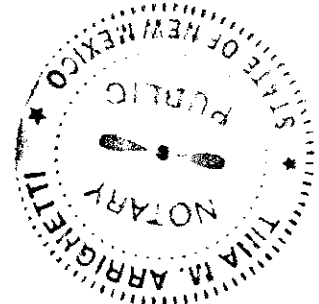
COUNTY OF BERNALILLO

Subscribed and Acknowledged before me this 8th day of November, 2006, by Claud Eugene Vance as Secretary of the Meadows on Rio Grande Homeowners Association, Inc., on behalf of said corporation..



NOTARY PUBLIC

My Commission expires: 5/28/09



Maggie Toulouse

Bern. Co. BLAW

R 33.00

2007048111

6631858

Page: 13 of 13

03/29/2007 03:03P

Bk-A134 Pg-0018

03/29/2007

03:03P

RECEIPT # 503430

Maggie Toulouse

Bernalillo County, NM

PO Box 542

Albuquerque, NM 87103

FROM : THE MEADOWS ON RIO GRANDE HOA

BY : FGSANDOVAL

REC.NO.: 2007048111

# Pgs 13

ECS NUM: A134/8018

DOC TYPE: BY LAWS

FEE:

33.00

TOTAL FEE ----> 33.00

AMOUNT (Check) RECEIVED ----> (33.00)

Check # 14764 (33.00)

THE MEADOWS ON RIO GRANDE HOA

1 Check Received

CHANGE -----> 0.00

\*\*\* RECEIPT \*\*\*

The Vance Law Firm  
Bernalillo County  
Office Expense

3/29/2007

14764

Meadows @ Rio Grande  
Recording fee

33.00

Operating                      Recording

The Vance Law Firm  
Bernalillo County  
Office Expense

3/29/2007

14764

PAYMENT  
RECORD

Operating                      Recording

