

~~FOURTH~~**FIFTH** AMENDED AND RESTATED  
BYLAWS  
OF  
ELDORADO COMMUNITY IMPROVEMENT  
ASSOCIATION, INC.

May ~~4 2, 2016,~~ **2018**

Legend for Review:

~~Strikethrough/Gray Highlight:~~ Represents deleted text

**Red Text:** Represents new text

**Teal Text:** Represents temporary text as rational for change

1 La Hacienda Loop  
Eldorado at Santa Fe,  
New Mexico, 87508

2018 Proposed Revisions

# Table of Contents

<b>Article I Name and Location</b> .....	1
<b>Article II Definitions</b> .....	1
<b>Section 1: Agreement To Serve</b> .....	1
<b>Section 21: The Association</b> .....	1
<b>Section 32: The Board</b> .....	1
<b>Section 43: The Bylaws</b> .....	1
<b>Section 54: The Common Properties</b> .....	1
<b>Section 65: Conflict Of Interest</b> .....	1
<b>Section 720: Voting: Cumulative Voting</b> .....	1
<b>Section 86: Date of Record</b> .....	1
<b>Section 97: Declaration Of Covenants</b> .....	2
<b>Section 108: Designated Staff</b> .....	2
<b>Section 11: Electronic Meeting</b> .....	2
<b>Section 129: Fiduciary Responsibility</b> .....	2
<b>Section 13: Full-Time Resident</b> .....	2
<b>Section 1410: Governing Documents</b> .....	2
<b>Section 1511: Lot</b> .....	2
<b>Section 1612: Lot Owner</b> .....	3
<b>Section 1713: Member and Membership</b> .....	3
<b>Section 1815: Member Eligible To Vote</b> .....	3
<b>Section 1914: Member In Good Standing (MIGS)</b> .....	3
<b>Section 2016: Official Decision</b> .....	3
<b>Section 2117: Policy</b> .....	3
<b>Section 2218: The Properties</b> .....	3
<b>Section 2319: Voting</b> .....	3
<b>Article III Membership</b> .....	3
<b>Section 1: Membership</b> .....	3
<b>Section 2: Suspension of Membership</b> .....	4
<b>Article IV Property Rights: Rights of Enjoyment</b> .....	4
<b>Article V Board of Directors</b> .....	4
<b>Section 1: Number of Directors and Term of Office</b> .....	4
<b>Section 2: Board Member Agreement To Serve</b> .....	4

Section 23: Resignation of a Director.....	5
Section 34: Vacancies .....	5
Section 45: Leave of Absence.....	5
Section 56: Compensation.....	6
Section 67: Conflict(s) of Interest .....	6
Section 78: Fiduciary Responsibility.....	6
Section 89: Community Issues .....	6
Article VI Meetings of Directors .....	7
Section 1: Written and Audio Records .....	7
Section 2: Organizational <del>Regular</del> Meetings.....	7
Section 3: Regular Meetings.....	7
Section 43: Special Meetings.....	7
Section 54: Executive Sessions .....	7
Section 6: Electronic Meeting Criteria .....	7
Section 75: Quorum .....	8
Section 86: Attendance .....	8
Section 97: Voting.....	8
Section 108: Notice of Meetings .....	8
Section 119: Action Taken Without a Meeting.....	8
Article VII Nomination and Election of Directors.....	9
Section 1: Nomination .....	9
Section 2: Election .....	9
Section 3: Sequence of Board Terms .....	9
Article VIII Removal of Directors.....	9
Section 1: Removal By The Board .....	9
Section 2: Removal by Members.....	10
Section 3: Candidacy Restriction for Removed Board .....	10
Section 34: Resulting Vacancy .....	10
Article IX Authorities and Duties of the Board .....	10
Section 1: Authority <del>Powers</del> .....	10
Section 2: Duties.....	11
Article X Officers and Their Duties .....	12
Section 1: Enumeration of Officers.....	12
Section 2: Election of Officers.....	12

Section 3: Term .....	12
Section 4: Special Appointments .....	12
Section 5: Resignation and Removal .....	12
Section 6: Vacancies .....	12
Section 7: Compensation .....	12
Section 8: Duties .....	12
Article XI Advisory Committees.....	14
Section 1: Appointment and Definition of Purpose.....	14
Section 2: <del>Duties</del> Charter and Procedural Guidelines.....	15
Section 3: Standing Committees .....	15
Section 4: Ad hoc Committees.....	15
Article XII Meetings of Members.....	15
Section 1: Annual Meeting .....	15
Section 2: Special Meetings .....	15
Section 3: Quorum.....	16
Section 4: Proxies; Absentee Ballots .....	16
Article XIII Assessments.....	16
Section 1: Creation of the Lien and Personal Obligation of Assessments.....	16
Section 2: Purpose of Assessments .....	16
Section 3: Basis and Maximum of Annual Assessments .....	16
Section 4: Rate.....	16
Section 5: Special Assessment For Capital Improvements .....	16
Section 6: Quorum for Any Action Authorized Under Sections 3, 4 and 5.....	17
Section 7: Date of Commencement of Annual Assessments.....	17
Section 8: Effect of Non-payment of Assessments: Remedies of The Association ....	17
Section 9: Subordination of the Lien to Contracts and Mortgages.....	17
Section 10: Exempt Property.....	17
Article XIV Books and Records.....	17
Article XV Corporate Seal.....	17
Article XVI Amendments.....	18
Section 1: General.....	18
Section 2: Procedure.....	18
Section 3: Certification.....	18
Article XVII Fiscal Year.....	18

<b>Article XVIII Construction</b> .....	18
<b>Section 1: Conflict</b> .....	18
<b>Section 2: Rules</b> .....	19
<b>Article XIX Indemnification</b> .....	19
<b>Section 1: Officers, Directors and Committee Members</b> .....	19
<b>Section 2: Others</b> .....	19
<b>Section 3: Plan</b> .....	19
<b>Section 4: Insurance</b> .....	19
<b>Declaration of Adoption</b> .....	21

2018 Proposed Revisions

## Article I Name and Location

The name of the corporation is Eldorado Community Improvement Association, Inc., hereinafter referred to as The Association. The principal office of the corporation shall be located at 1 La Hacienda Loop, Eldorado at Santa Fe, New Mexico 87508, but the meetings of The Members and The Board may be held at such places within the State of New Mexico as may be designated by The Board of Directors. The Board of Directors is hereby granted full power and authority to change the place of the principal office to another location within the Eldorado at Santa Fe subdivision.

## Article II Definitions

**Section 1: Agreement To Serve** shall mean and refer to the most recent document on file which all elected and appointed Directors must sign prior to participating in Board business.

- Define newly added material

**Section 21: The Association** shall mean and refer to the Eldorado Community Improvement Association, Inc., its successors and assigns.

**Section 32: The Board** shall mean and refer to The Board of Directors of The Association.

**Section 43: The Bylaws** shall mean and refer to these ~~Fourth~~ **Fifth** Amended and Restated Bylaws dated May 2, 2016, as subsequently amended from time to time.

- Update

**Section 54: The Common Properties** shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and any facilities or improvements now or hereafter placed thereon which land, facilities or improvements are dedicated to the common use and enjoyment of the owners of The Properties.

**Section 65: Conflict Of Interest** shall mean and refer to any circumstance, including legal matters, in which a Director's private or personal interests conflict with the Director's duties, including her or his Fiduciary Responsibility to The Association, or when, to a reasonable person, it appears the Director has acted or might act in a partial, biased or self-interested manner.

**Section 720: Voting: Cumulative Voting** shall mean and refer to the casting of more than one vote per lot for a particular candidate for The Board.

**Section 86: Date of Record** shall mean and refer to the date on which final determination is made of Members Eligible To Vote in an event which requires voting:

- (a) The Board of Directors annual election - First business day of March at 5:00 p.m.; or
- (b) Any other issue requiring voting - To be determined by The Board.

**Section 97: Declaration Of Covenants** shall mean and refer to the Declaration Of Covenants for The Association dated July 10, 1972 and recorded July 18, 1972 in Book 292, pages 597 to 610 of the Records of the Office of the Clerk of Santa Fe County, State of New Mexico and such supplemental declarations to the Declaration Of Covenants as have been recorded from time to time.

**Section 108: Designated Staff** shall mean and refer to The Association's General Manager or their designee. ~~a staff member who works on a specified task at the request of The Board.~~

- Clarification

**Section 11: Electronic Meeting** shall mean and refer to a meeting of The Board, Standing Committee or ad hoc Committee, as defined in Article XI, Sections 3 (*Standing Committees*) and 4 (*Ad hoc Committees*), where at least one member is attending via electronic medium such as audio conferencing, video conferencing, computer based application, software application or similar media. A majority of members of The Board or the Committee shall be physically present at a designated meeting site.

- Define newly added material

**Section 129: Fiduciary Responsibility** shall mean and refer to the legal responsibility of the Directors of The Association to act solely in the best interests of The Association and its members in managing the monies, properties and the affairs of The Association. It shall also mean to not exploit the position of Director of the Association for personal gain or advantage nor to act on behalf of The Board or Association without the knowledge and consent of The Board.

**Section 13: Full-Time Resident** shall mean and refer to an individual who resides at a Lot year-round.

- Define newly added material

**Section 1410: Governing Documents** shall mean and refer to the following documents as they exist and are hereafter amended:

- (a) Articles of Incorporation of Eldorado Community Improvement Association, Inc. (10/17/1994);
- (b) Declaration of Covenants Eldorado Community Improvement Association, Inc. (07/10/1972);
- (c) Exhibit A Amended and Restated Protective Covenants and Building Restrictions for Eldorado at Santa Fe (10/01/1996); and
- (d) ~~Fourth~~ **Fifth** Amended and Restated Bylaws of Eldorado Community Improvement Association, Inc., (05/024/20168).

- Update

**Section 1511: Lot** shall mean and refer to any plot of land shown on any recorded subdivision map of The Properties with the exception of The Common Properties.



**Section 1612: Lot Owner** shall mean and refer to the owner or owners of record of a fee simple title to any Lot situated upon The Properties, but, notwithstanding any applicable theory of mortgage or deed of trust, shall not mean or refer to the mortgage holder or trustee unless and until such mortgage holder or trustee has acquired title to the Lot pursuant to foreclosure, or any proceeding in lieu of foreclosure.

**Section 1713: Member and Membership** shall mean and refer to all of those Lot Owners who are Members of The Association, as provided for in Article III, Section 1 of the Declaration Of Covenants.

**Section 1815: Member Eligible To Vote** shall mean and refer to a Member whose assessments are paid in full and have been posted to the Association's financial account on or prior to In Good Standing as of the Date Of Record.

- Clarification

**Section 1914: Member In Good Standing (MIGS)** shall mean and refer to a Member whose assessments are current paid in full and posted to the Association's financial account, and whose rights and privileges have not been suspended pursuant to Article III, Section 2 (*Suspension of Membership*) of the Bylaws.

- Clarification

**Section 2016: Official Decision** shall mean and refer to a decision approved by a majority vote of The Board as recorded in the minutes of a duly convened official meeting of The Board.

**Section 2117: Policy** shall mean and refer to a course of action to be followed or avoided as determined by an Official Decision of The Board.

- Grammar

**Section 2218: The Properties** shall mean and refer to all properties subject to the Declaration Of Covenants.

**Section 2319: Voting** shall mean and refer to the casting of a single vote per lot in any process governed by The Bylaws in which a decision or choice is made by the Members.

## Article III Membership

**Section 1: Membership** Membership in the Association shall be governed by Article III, Section 1 of the Declaration Of Covenants.

## Section 2: Suspension of Membership

- (a) The rights of Membership are subject to the payment of annual and special assessments levied by The Association, as provided by Article V, Section 1 of the Declaration Of Covenants to which The Properties are subject. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by The Association, The Board, ~~after~~ **with written** notice to the Member **by its designee**, shall suspend the Member's voting right and the right to use The Common Properties and facilities until such assessment(s) has been paid.
- (b) The Board, ~~after~~ **with written** notice to the Member **by its designee**, shall suspend the right of a Member to use The Common Properties and facilities for thirty (30) days for violation of any rules and regulations established by The Board governing the use of The Common Properties and facilities.
- (c) ~~After~~ **With written** notice to the Member **by the Board's designee**, the rights of a Member shall be suspended if, at the conclusion of the process outlined in Article III, Section 2(c) of The Amended and Restated Protective Covenants of Eldorado at Santa Fe dated October 1, 1996, the Member remains in violation of these Covenants.

- [Clarification](#)

## Article IV Property Rights: Rights of Enjoyment

Each MIGS shall be entitled to the use and enjoyment of The Common Properties and facilities as provided by Article IV of the Declaration Of Covenants. MIGS may delegate their rights of enjoyment of The Common Properties and facilities to family members residing in the same household or to any tenants who reside upon The Properties under a leasehold interest. Members shall notify the Secretary of The Association or Designated Staff in writing of such tenancy. The rights and privileges so delegated are subject to suspension to the same extent as those of Members.

## Article V Board of Directors

**Section 1: Number of Directors and Term of Office** A Board of Directors comprised of an uneven number of Directors, of at least five (5), shall manage the affairs of The Association. All Directors must be MIGS and **Full-Time Residents** of Eldorado at Santa Fe. Terms of Directors shall be three (3) years subject to Article VII, Section 3 (*Sequence of Board Terms*) of The Bylaws. If the number of Directors is changed by action of The Board, terms of existing Directors shall not be affected and the terms of newly elected Directors shall be three (3) years.

- [Clarification](#)

**Section 2: Board Member Agreement To Serve** All Directors shall sign the Agreement To Serve at the beginning of each year of their term. Directors shall sign the Agreement directly following the Annual Meeting of the Members and before the Organizational Meeting

to be able to participate in Board business. Appointed Directors shall sign the agreement no later than fourteen (14) days from official confirmation of their appointment.

A Director who does not sign the Agreement To Serve within the required time frame shall be suspended by The Board until the Director either complies with this requirement or is removed from The Board.

The Association shall retain each Director's signed Agreement to Serve for inspection by the Members for five years after the Director's election or appointment. Failure of The Association to have a Director's signed Agreement to Serve on file does not affect the validity of any action taken by The Board.

- Clarifies current procedure to ensure good governance

**Section 23: Resignation of a Director** A Director may resign at any time by giving written notice to the President or Secretary of The Board. If no date of resignation is specified in the notice, the resignation shall become effective when it is received.

**Section 34: Vacancies** In the event that a vacancy occurs due to death, resignation, removal of a Director, or for any other reason, a successor shall be appointed by the majority vote of the remaining Directors to fill the vacancy. ~~In a timely manner~~ Within 30 calendar days of a vacancy, the Directors shall give notice to the Members Community that MIGS are eligible to apply at the Community Center ECIA office for the vacant position. Candidates shall be presented to the Membership prior to Board interviews. At a meeting open to the Members of The Association, The each candidates will be interviewed from, but not limited to, a prepared list of questions and the proposed Appointee selected. At the next Board Meeting, the proposed Appointee will be officially voted on and seated and such action recorded in the minutes of the meeting. The term of office shall be to serve for the unexpired term of the her or his predecessor ~~or for the full three-year term~~ or the remaining portion of a vacant position.

- Transparency and provides mechanism for filling vacant position; Modify language to be compliant with NMSA

If a vacancy occurs within sixty (60) days prior to the Annual Meeting of the Members, such vacancy shall be filled by the incoming Board of Directors duly elected by The Membership.

**Section 45: Leave of Absence** A Director may submit a written request for a leave of absence, not to exceed 60 days, to the President or the Secretary of The Board specifying the reason(s) for and the beginning and end dates of the leave. A majority of the other Directors must approve the leave and notify the Membership if the request is approved and the reason(s) for the leave.

During the term of the leave of absence, The Board shall continue to be bound by the quorum requirements of Article VI, Section 57 (Quorum) of The Bylaws.

- Style (All internal document references changed to include Section Title)

A-Directors who have been granted a leave of absence shall not, during the term of their her or his leave, undertake any roles, responsibilities or actions that they she or he otherwise would be authorized to do as a-Directors, including but not limited to:

- Grammar (All gender pronouns modified to gender neutral pronouns)

- (a) serving as an-officers of The Association;
- (b) participating as a-Directors in any activities of The Board, including work sessions and committee meetings;
- (c) participating in the administration of The Association's business;
- (d) inspecting books or records of The Association except as permitted of any Lot Owner;
- (e) possessing keys or codes given to an-officers or directors which that provide access to real property or other property of The Association, including but not limited to equipment and records;
- (f) signing checks, contracts or any other legal documents on behalf of The Association; and
- (g) representing The Association in any community, public or governmental meeting.

**Section 56: Compensation** No-Directors shall not receive compensation for any services rendered to The Association. However, any Directors may be reimbursed for actual approved expenses incurred in the performance of their her or his duties, subject to policies adopted by The Board.

**Section 67: Conflict(s) of Interest** Any Director shall:

- (a) raise the issue of a Conflict Of Interest and move for an Official Decision of The Board on recusal, which shall exclude the discussion or vote of the Director having the potential Conflict Of Interest; or
- (b) voluntarily recuse ~~themselves~~ herself or himself from discussion or voting on an issue presenting a Conflict Of Interest.

- Clarification – provides specific requirement for resolving conflict of interest

**Section 78: Fiduciary Responsibility** Directors and officers of The Association, individually and collectively, shall act as trustees for the benefit of The Association and its Members in scrupulous good faith and shall be held to the highest level of fiduciary responsibility in managing the monies, The Properties and the affairs of The Association in accordance with the Governing Documents, and the provisions of the New Mexico Nonprofit Corporation Act [NMSA 1978 § 53-8-1, et seq.] and the provisions of the New Mexico Homeowner Association Act [NMSA 1978 § 47-16-1, et seq.], as the same may be amended from time to time.

- Clarification – identify both relevant sections of NMSA

**Section 89: Community Issues** On community issues a Director or officer shall not represent ~~themselves~~ herself or himself as a spokesperson of The Association and its members unless authorized by a majority of The Board.

## Article VI Meetings of Directors

**Section 1: Written and Audio Records** There shall be written minutes of all duly called **organizational**, regular and special meetings of The Board which shall be kept in a Book of Minutes and shall be available for review by the Membership. **Any written or audio recordings of these meetings shall be kept in accordance with the Association's document retention policy.** ~~For all other duly called Board meetings, Board member attendance shall be recorded.~~

- Adds requirements for retention of audio recordings

**Section 2: Organizational Regular Meetings** An organizational meeting of The Board shall be held within a two (2) week period following the Annual Meeting of the Members. ~~Subsequent meetings shall be at such times as The Board may determine.~~ **Scheduling of Organizational Meetings shall be conducted with a minimum notice of forty-eight (48) hours to the Members of The Association.**

**Section 3: Regular Meetings** The Board will determine the monthly schedule of Regular Meetings and Working Sessions during the Organizational Meeting. The regular schedule is to be posted to the Association's event calendar on the website. Any changes to the regular schedule shall be communicated to the Members with a minimum notice of forty-eight (48) hours. Regular Meetings are open to all Association Members.

- Transparency – Keep membership informed

**Section 4: Special Meetings** Special meetings of The Board shall be held when called by the President or by the Secretary of The Association upon written **or electronic consensus request** of a majority of Directors **and providing a minimum notice of forty-eight (48) hours to the Members of The Association.** No business shall be transacted except as specified in the notice. Special Meetings are open to all Association Members.

- Specifies how special meetings shall be called and conducted

**Section 5: Executive Sessions** The Board may, with the approval of a majority of a quorum of The Board, adjourn a meeting and reconvene in Executive Session to discuss and vote upon personnel matters, potential litigation involving The Association and business of a similar nature. The nature of all business to be considered at any Executive Session shall first be announced in the open meeting. **Minutes of the Executive Session, to only include time, place, attendance and general explanation of agenda, motions, voting results, and a brief description of any action taken by The Board, shall be taken and retained by The Board.** Minutes of an Executive Session shall not be subject to record disclosure to Members, in accord with the New Mexico Homeowner Association Act [NMSA 1978 § 47-16-5(C)(5)], as the same may be amended from time to time.

- Consistency and good governance, compliant with NM HOA Act

**Section 6: Electronic Meeting Criteria** Electronic meetings may be held through a simultaneous communication medium such as teleconference or videoconference, which

allows for concurrent audio communication among all participants. Non-simultaneous communication mediums such as email, instant messaging or fax shall not be used to conduct a meeting except as defined in Article VI, Section 11 (*Action Taken Without a Meeting*). A member will be considered present if their identity is confirmed by voice or facial recognition. The membership may physically attend such meetings as specified in Article VI *Meetings of Directors*.

Quorum shall be established as per Article VI, Section 7 (*Quorum*). The presiding Officer is charged with monitoring the number of members in attendance during an Electronic Meeting. Official business shall only be transacted if the number of members in attendance meets or exceeds the value required for quorum.

The Organizational Meeting is exempt from Electronic Meetings. Notice of all Electronic Meetings shall be provided as defined within Article VI, Section 10 (*Notice of Meetings*).

Specific Electronic Meeting procedures and guidelines shall be adopted by The Board.

- Provides for and defines how electronic meetings are to be conducted.

**Section 75: Quorum** A majority of Directors then in office shall constitute a quorum for the transaction of business. In the event a quorum of Directors is not present, a lesser number may adjourn the meeting to some future time. Notice of such adjourned meeting shall be given in the same manner required for any other meeting of The Board.

**Section 86: Attendance** A Director may, with good reason, request an excused absence from a duly called Regular or Special Meeting. Such a request must be made to and approved by the President in advance of the meeting.

**Section 97: Voting** All Board members attending duly called Regular and Special Meetings shall be required to vote on motions before The Board and all votes shall be recorded. Votes permitted are yes (aye), no (nay), and abstain.

**Section 108: Notice of Meetings** A forty-eight (48) hour notice of meetings specifying the time and place of each meeting shall be given to each Director in person or by mail to the last known address as shown in the records of The Association or, with each Director's permission, by email. In order for transactions to be binding in the event that a meeting is held without notice as specified in this section, all Directors, whether or not present for the meeting, are required to sign a Waiver of Notice, which shall be appended to the official minutes of such meeting.

**Section 119: Action Taken Without a Meeting** In emergency situations, The Board shall have the authority to take any action normally taken at a stated meeting by obtaining the written approval (*via hardcopy or electronic means*) of all Directors. Any action so approved shall be reconfirmed *by vote* at the next duly convened meeting of The Board and included in the minutes. Such actions shall have the same effect as though taken at a meeting of the Directors.

- Establishes continuity of action

## Article VII Nomination and Election of Directors

**Section 1: Nomination** Any MIGS may become a candidate for The Board by filing a Nomination Petition with Designated Staff. The Petition shall have been signed by not less than twenty-five (25) Lot Owners, one signature per Lot, each of whom is a MIGS with The Association as of the date of signature. Such petitions must be filed by the Date of Record. Nominations may not be made in any manner other than the foregoing.

**Section 2: Election** Election to The Board shall be conducted by voting with a written Ballot mailed to Members Eligible To Vote not later than twenty (20) working days prior to the Annual Meeting of the Members and the results of said election shall be announced at the Annual Meeting of the Members. The Board shall establish a Date Of Record to determine Members Eligible To Vote. A Member Eligible To Vote may cast, ~~with respect to each vacancy,~~ as many Ballots ~~votes~~ as said Member is entitled to exercise under the provisions of the Declaration Of Covenants. **For each Ballot a Member may vote for as many candidates as they wish up to the number of open vacancies.** The candidates receiving the largest number of votes shall be elected. Cumulative Voting is not permitted.

- Clarification

**Section 3: Sequence of Board Terms** Annually, a designated number of positions will be open to prospective candidates. The sequence of the number of positions is 2, 3, and 2. Should this sequence become disrupted, the Election Committee is empowered to establish a new rotation for the terms of elected Board members. The procedure shall be presented by the Election Committee to The Board for approval by a two-thirds (2/3) majority vote.

## Article VIII Removal of Directors

**Section 1: Removal By The Board** The Board, **via a Regular Meeting and by a minimum of two-thirds (2/3) vote of all current Directors,** may remove a Director and declare a vacancy if, during ~~the her or his~~ term of office the Director has:

- Defines mechanism for removal consistent with Article X, Section 5
  - (a) Been declared of unsound mind by court order;
  - (b) Been convicted of a felony;
  - (c) Had, within a twelve (12) month period, three (3) or more unexcused absences from meetings of The Board which have been duly noticed;
  - (d) Failed to maintain the status of a MIGS;
  - (e) ~~Has b~~ Been derelict in committee ~~and~~ liaison assignments;
  - (f) Failed to disclose a Conflict Of Interest; ~~or~~
  - (g) Failed to uphold ~~her or his~~ Fiduciary Responsibility; **or;**

(h) Failed to sign or comply with the Agreement To Serve per Article V, Section 2 (*Board Member Agreement to Serve*).

- Consistency with Article V, Section 2

**Section 2: Removal by Members** The Members may remove a Director from The Board for cause by the following procedure:

- (a) A petition for removal of a Director signed by MIGS owning a total of **not less than** of ~~at least~~ fifteen percent (15%) of the Lots under assessment shall be presented to the Secretary of The Association or Designated Staff. Such petition must contain a statement describing the reason(s) for seeking the removal of the Director and the printed name and the Lot number(s) ~~and/or~~ address of each signatory;
- (b) Within seven (7) business days after receipt of the petition, the Secretary of The Association shall acknowledge its receipt to the MIGS who first signed the petition and The Board and certify if the petition meets the requirements of **Section 2 Subsection** (a) above. If the petition does not meet these requirements, the acknowledgement shall state the reason(s).
- (c) If the petition is certified as meeting the requirements of **Section 2 Subsection** (a) above, The Board shall establish the Date Of Record to determine Members Eligible To Vote.
- (d) Within seven (7) business days after certification of the petition, the Director whose removal is being sought shall be given the opportunity to provide a written rebuttal to the allegations in the petition which shall be mailed with the Ballot.
- (e) The Election Committee, in a timely manner, shall conduct voting by written Ballot mailed to Members Eligible To Vote.
- (f) The removal of a Director shall become effective upon certification to ~~The Board by~~ the Secretary of The Association **of not less than** ~~that~~ sixty percent (60%) of the votes cast were in favor of the removal.

**Section 3: Candidacy Restriction for Removed Board Members** A Director removed by the Board or by The Membership may not become a candidate for the Board of Directors until the remaining length of the term from which they were removed has expired.

- Resolves possibility that a removed member may immediately run for office again

**Section 34: Resulting Vacancy** A vacancy on The Board caused by removal of a Director shall be filled in accordance with Article V, Section ~~34~~ (*Vacancies*) of The Bylaws.

## Article IX Authorities and Duties of the Board

**Section 1: Authority Powers** The Board shall have the **authority power** to:

- Grammar and consistency



- (a) Adopt and publish rules and regulations governing the following:
  - i. the use of The Common Properties and facilities;
  - ii. the personal conduct of the Members and their guests thereon;
  - iii. the assessment of reasonable user fees for the use of The Common Properties and facilities;
  - iv. the establishment of penalties for the violation of said rules and regulations;
  - v. the establishment of penalties for the violation of Covenants as permitted under Article III, Section 2, Enforcement Actions, of the Amended and Restated Protective Covenants and Building Restrictions for Eldorado at Santa Fe.
- (b) Exercise for The Association all powers, duties and authority vested in or delegated to The Association and not reserved to the Membership by other provisions of the Governing Documents; and
- (c) Employ a manager, other employees, **management company or** ~~and~~ independent contractors as it deems necessary.

**Section 2: Duties** It shall be the duty of The Board to:

- (a) Cause to be kept a complete record of all ~~of its~~ acts and corporate affairs and to present a statement of corporate status to the Members at the Annual Meeting of the Members or at any special meeting of the Members when such a statement is requested in writing by one-fourth (1/4) of the MIGS with The Association;
- (b) Ensure that management policies and procedures are developed and maintained;
- (c) Cause to be supervised, all agents, committee chairs, and employees of The Association, and to see that their duties are properly defined and performed;
- (d) Establish, levy and assess, and collect the assessments or charges referred to in Article V of the Declaration Of Covenants;
- (e) Issue or cause to be issued upon **Member's** demand ~~by a Member~~ a certificate setting forth whether or not **the specific member's** ~~her or his~~ assessment(s) has been paid. The Board may make a reasonable charge for the issuance of certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (f) Procure and maintain adequate and appropriate liability and hazard insurance on property owned by The Association;
- (g) Cause all officers, Directors and employees ~~having fiscal responsibility~~ to be indemnified and insured which protects them in the exercise of their duties per Article XIX, Section 1 (*Indemnification*), of these amended By-Laws;
- (h) Cause all Directors to be covered by insurance, which protects them in the exercise of their duties;
- (i) Cause The Common Properties to be maintained, repaired ~~and/or~~ improved in accordance with established procedures;
- (j) Cause an annual budget to be prepared and adopted, a copy of which shall be sent to the Membership with the annual assessment.
- (k) Cause an annual audit of The Association's books to be performed and prepare a statement of Income and Expenditures, which shall be mailed to the Membership not later than twenty (20) working days prior to the Annual Meeting of the Members.

(l) Cause policy and policy changes to be adopted by Board decision, which shall be published and maintained in the Book of Policy for review by the Membership.

- [Style](#)

## Article X Officers and Their Duties

**Section 1: Enumeration of Officers** The elected officers of The Association shall be a President, a Vice-President, a Secretary, and a Treasurer who shall at all times be members of The Board.

**Section 2: Election of Officers** The election of officers shall take place at the organizational meeting of The Board following each Annual Meeting of the Members.

**Section 3: Term** The officers of The Association, shall be elected annually by The Board and each shall hold office for one (1) year unless they shall resign or be removed, or otherwise be disqualified to serve, or until a successor is determined. Officers may succeed themselves if duly elected.

**Section 4: Special Appointments** The Board may appoint such other officers as the affairs of The Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as The Board may, from time to time, determine.

**Section 5: Resignation and Removal** Any officer may be removed from office with or without cause by the affirmative vote of two-thirds (2/3) of the Directors then in office. Any officer may resign at any time by giving written notice to The President or Secretary of The Association. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified.

**Section 6: Vacancies** A vacancy in any office may be filled at the next regular meeting of The Board in the manner prescribed for regular election under Article X, Sections 2 (*Election of Officers*) and 3 (*Term*) of The Bylaws. The officer elected to such vacancy shall serve for the remainder of the term of the officer replaced.

**Section 7: Compensation** Compensation of officers shall be subject to the same limitations as compensation of Directors under Article V, Section 5 (*Compensation*) of The Bylaws.

**Section 8: Duties** Each officer shall adhere to and uphold all provisions in the Governing Documents.

The specific duties of the officers are as follows:

### PRESIDENT

The President:

- (a) Or The Board's ~~delegated~~ designee, shall provide supervision as per Article IX, Section 2, Item (c);
  - (b) Shall preside at all meetings of The Board;
  - (c) Shall see that orders and resolutions of The Board are carried out;
  - (d) Shall sign all of The Association's leases, mortgages, promissory notes, deeds, and other written instruments;
  - (e) Shall appoint Directors as liaisons and alternate liaisons for all Committees during the Organizational Meeting or as needed with majority approval of The Board;
  - (f) May remove liaisons and alternate liaisons for any Committee, with majority approval of The Board for any of the following reasons
    - i. The Chair of the Committee requests the removal of the appointed liaison or alternate liaison,
    - ii. A liaison or alternate liaison of a Committee has been derelict in their assignment, or
    - iii. A liaison or alternate liaison failed to act as a neutral conduit of information between the Committee and The Board;
  - (g) Or their designee, shall be the primary contact with the General Manager of The Association or with a Home Owner Association management company which has a contract with The Association;
  - (h) May co-sign all checks exceeding \$5,000.00; and
  - (i) May, in the absence of the Treasurer, sign all checks exceeding \$1,000.00.
- Reflects current procedures

VICE PRESIDENT

The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by The Board.

SECRETARY

The Secretary:

- (a) Or The Board's ~~delegated~~ designee, shall record the votes and the minutes of all meetings and proceedings of The Board and of the Members;
- (b) Shall keep the corporate seal of The Association and affix it on all papers requiring said seal;
- (c) Shall serve notice of meetings of The Board and of the Members;
- (d) Or The Board's ~~delegated~~ designee, shall keep appropriate current records showing the names and addresses of the Members of The Association;
- (e) Shall perform such other duties as required by The Board;
- (f) Shall not be a check signatory; and
- (g) Shall, if the President and Vice President are absent, preside at all meetings of The Board.

- Grammar/Word Choice

## TREASURER

The Treasurer:

- Or The Board's ~~delegated~~ designee, shall receive and deposit in appropriate federally secured instruments all moneys of The Association and shall disburse such funds as directed by the decision of The Board;
- May sign all checks in excess of \$1,000.00 and sign or authorize all other checks less than \$1,000.00;
- Shall sign all promissory notes of The Association;
- Or The Board's ~~delegated~~ designee, shall keep proper books of account;
- Shall cause an annual budget to be prepared, a copy of which shall be mailed to the Membership with the annual assessment;
- Shall cause an annual audit of The Association's books to be performed by public accountants at the completion of each fiscal year and prepare a Statement of Income and Expenditures which shall be mailed to the Membership not later than twenty (20) working days prior to the Annual Meeting of the Members; and
- Shall, if the President, Vice President, and Secretary are absent, preside at all meetings of The Board.

- Grammar/Word Choice

## Article XI **Advisory Committees**

**Section 1: Appointment and Definition of Purpose** The Board shall have the authority to appoint and dissolve standing and ad-hoc committees as deemed appropriate in carrying out their purposes and shall define the function, scope and responsibilities of these committees. A list of current committees, as well as their **charters**, goals, duties, guidelines and ~~personnel membership~~, shall be on file in The Association office and available to the Membership. All appointees to committee membership shall be and shall remain MIGS for as long as they serve on said committees. **The Board shall have the authority upon recommendation of committees to approve MIGS as voting members to said committees. The Board shall have the authority to remove members of either ad hoc or Standing Committees if such committee members:**

- Are derelict in their Committee assignments;
- Do not retain their status as a MIGS; or
- Do not adhere to Committee Charter, rules or guidelines.

~~All Community~~ **Association** Members are welcome to attend committee meetings and participate in the open forums. ~~No one committee shall have more power than The Board.~~ **Committees shall not exceed the authority or duties granted by The Board.**

- Good governance; Restrict committee authority;

**Section 2: Duties Charter and Procedural Guidelines** It shall be the duty of each committee to receive concerns from Members on any matter involving Association functions, duties, and activities within its field of responsibility. Subject to the approval of The Board, the committee shall dispose of such a matter in a manner The Board deems appropriate or refer the matter to such other committee, Director or officer of The Association as is further concerned with the matter presented. Committees shall be empowered to draft a Charter according to the specific Charter template of The Association, and if appropriate, procedural guidelines for the operation of their committee. Charters and These procedural guidelines shall not supersede the Governing Documents and shall be brought to The Board for approval.

**Section 3: Standing Committees** Standing Committees perform a continuing function. It shall be the duty of each committee to fulfill the mission according to their Charter of record. Members interested in serving on committees shall attend committee meetings, be vetted and then recommended by the sitting committee to The Board for approval. A subcommittee may be created by a Standing Committee to examine a specific area of responsibility as outlined in its charter. A subcommittee can only be comprised of members of the Standing Committee. No Standing Committee shall appoint an ad hoc committee to further their mission. Standing Committees shall serve at the pleasure of The Board.

**Section 4: Ad hoc Committees** Ad hoc committees may be formed solely by The Board as a need arises. Ad hoc committees are established for a limited period of time to address a specific purpose and are dissolved upon completion of that purpose. Members serving on an ad hoc committee created and approved by The Board shall focus only on that purpose as directed by The Board. With The Board's approval, an ad hoc committee may retain an expert consultant who is not a Member of The Association.

- Clarification of current procedures in the interest of good governance

## Article XII Meetings of Members

**Section 1: Annual Meeting** The Annual Meeting of the Members shall be held each year on the first Monday in May at a time and place designated by The Board. Written notice of the Annual Meeting of the Members shall be mailed to all Lot Owners with an annual information packet not later than twenty (20) working days prior to the meeting.

Draft minutes of the Annual Meeting of the Members shall be posted online and in the Board Minutes Book no later than thirty (30) days after the meeting. These minutes are to be formally approved at the next Annual Meeting.

- Transparency

**Section 2: Special Meetings** Special Meetings of the Members may be called at any time by the President, by The Board, or upon written request by one-third (1/3) of MIGS with The Association. The Secretary of The Association or designated staff shall give written notice of each meeting by mailing a notice to all Lot Owners using the last address of record at least ten (10) calendar days before the meeting specifying the date, location, time and purpose of the meeting. No business shall be transacted at a Special Meeting except as stated in the notice.

- Reflects current procedures

**Section 3: Quorum** The presence at ~~the~~ meeting of one-tenth (1/10) of the Members Eligible To Vote in person, by proxy, or by absentee ballot shall constitute a quorum for any action except as otherwise provided in the Governing Documents.

If action cannot be taken because a quorum is not present, a majority of the Members Eligible To Vote who are present may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called.

If a time and place for reconvening the meeting is not fixed by a majority of those Members Eligible To Vote at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to all Lot Owners in the manner prescribed for regular meetings.

**Section 4: Proxies; Absentee Ballots** ~~Every person~~ **Members** entitled to vote shall have the right to do so in person, by absentee ballot or by an agent or agents authorized by written proxy, executed by such ~~person~~ **Members** or ~~their~~ ~~her or his~~ duly authorized agent and filed with the Secretary of the Association. The manner of execution, revocation, and use of absentee ballots and proxies shall be governed by the provisions of the New Mexico Homeowner Association Act, NMSA 1978, § 47-16-9.

## Article XIII Assessments

**Section 1: Creation of the Lien and Personal Obligation of Assessments** The creation of the lien and personal obligation of assessments is governed by Article V, Section 1 of the Declaration Of Covenants.

**Section 2: Purpose of Assessments** The purpose of assessments is as specified in Article V, Section 2 of the Declaration Of Covenants.

**Section 3: Basis and Maximum of Annual Assessments** The basis and maximum of annual assessments is as specified in Article V, Section 3 of the Declaration Of Covenants.

**Section 4: Rate** Annual and special assessments shall be fixed by The Board on a per Lot or on a frontage foot basis as circumstances, current and future needs and costs may warrant, and may be collected on an annual or a monthly, or other installment basis as defined by The Board.

**Section 5: Special Assessment For Capital Improvements** Special assessments for capital improvements are as specified in Article V, Section 4 of the Declaration Of Covenants.

**Section 6: Quorum for Any Action Authorized Under Sections 3, 4 and 5** The quorum called for actions authorized under Sections 3, 4 and 5 of this Article shall be as determined in Article V, Section 5 of the Declaration Of Covenants.

**Section 7: Date of Commencement of Annual Assessments** The dates of commencement of annual assessments are as specified in Article V, Section 6 of the Declaration Of Covenants.

**Section 8: Effect of Non-payment of Assessments: Remedies of The Association** The effect of non-payment of assessments and the remedies of The Association shall be as specified in Article V, Section 8 of the Declaration Of Covenants.

**Section 9: Subordination of the Lien to Contracts and Mortgages** The lien of the assessments provided for herein shall be subordinated pursuant to the provisions of Article V, Section 9 of the Declaration Of Covenants.

**Section 10: Exempt Property** Property exempt from the assessments created in the Declaration Of Covenants shall be those properties specified in Article V, Section 10 of the Declaration Of Covenants.

## Article XIV Books and Records

The books, records and papers of The Association (except for minutes of Executive Sessions of The Board, personnel records, and contractual and real estate negotiations and ongoing legal matters) shall at all times, during reasonable business hours, be subject to inspection by any Member for association and/or noncommercial purposes. The Governing Documents shall be available for inspection by any Member at the principal office of The Association, where copies may be purchased at a reasonable cost.

- Clarification

Other documents open to inspection include but are not limited to are Guidelines for Protective Covenants and Building Restrictions along with Architectural Committee Solar Installation Review Procedures, Responsible Dog Ownership Policy, Eldorado Dog Park Rules, Eldorado Horse Stable Rules, and Eldorado Committee Charters, /Guidelines and Procedures.

- Clarification

## Article XV Corporate Seal

The Secretary of The Association shall cause to be kept the corporate seal of The Association and affix it on all papers requiring said seal.

## Article XVI Amendments

**Section 1: General** The Bylaws may be amended provided that those provisions of The Bylaws which are governed by the Articles of Incorporation may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Declaration Of Covenants applicable to The Properties may not be amended except as provided in such Declaration Of Covenants.

On a biannual basis The Board will appoint an ad hoc committee of five (5) MIGS to conduct a review of The Bylaws. The committee shall be comprised of 1 (one) Director, at least 1 (one) Election Committee member and the remainder appointed from the Members with at least 1 (one) not currently serving on any committee when possible. Revisions deemed necessary shall be presented to the Membership for approval per the Governing Documents in advance of the Annual Meeting of the Members. ~~Every two (2) years the Election Committee shall conduct a review of The Bylaws in advance of the Annual Meeting of the Members.~~

- Good governance

**Section 2: Procedure** Except as provided for in Section 1 (*General*) above, The Bylaws may be amended and new Bylaws adopted by written Ballot upon the affirmative vote of **not less than** sixty percent (60%) of the votes cast by Members Eligible To Vote as of the Date Of Record established by The Board. ~~Any amendment of The Bylaws shall become effective immediately upon approval by the Members.~~

- Clarification

**Section 3: Certification** The Secretary of The Association shall certify the adoption of a duly approved amendment and a copy of said certificate and the amendment shall be included in The Association's corporate records.

## Article XVII Fiscal Year

The fiscal year of The Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year.

## Article XVIII Construction

**Section 1: Conflict** In the case of any conflict between the Articles of Incorporation and The Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration Of Covenants applicable to The Properties and The Bylaws, the said Declaration Of Covenants shall control.



**Section 2: Rules** The current edition of *Robert's Rules of Order Newly Revised, published by Da Capo*, shall govern all deliberations of The Association and The Board, except as otherwise provided in The Bylaws, in the Articles of Incorporation or in the Declaration Of Covenants and as long as the Rules are consistent with the management and operation of The Association as a nonprofit corporation.

## Article XIX Indemnification

**Section 1: Officers, Directors and Committee Members** In accordance with the provisions of NMSA 1978 § 53-8-26, each officer, Director and **Board approved** committee member of this **Association corporation** shall be indemnified against reasonable expenses, costs, and attorney's fees actually and reasonably incurred by **them** ~~him or her~~ in connection with the defense of any action, suit or proceeding, civil or criminal, in which **they are** ~~she or he is~~ made a party by reason of being or having been an officer, Director or committee member. Such indemnification shall include amounts reasonably paid to satisfy a judgment or to compromise or settle a claim. An officer, Director or committee member shall not be indemnified if **they** ~~she or he~~ shall be adjudged to be liable on the basis that **they have** ~~she or he has~~ breached or failed to perform the duties of **their** ~~her or his~~ office and the breach or failure to perform constitutes willful misconduct or recklessness. Advance indemnification may be allowed of an officer, Director or committee member for reasonable expenses to be incurred in connection with the defense of the action, suit or proceeding by a general or a specific action of The Board, provided that the officer, Director or committee member must reimburse **The Association corporation** if it is subsequently determined that the officer, Director or committee member was not entitled to ~~reimbursement~~ **indemnification**.

**Section 2: Others** In accordance with the provisions of NMSA 1978 § 53-8-26, **The Association corporation** may, to a lesser extent or to the same extent that **The Association corporation** is required to provide indemnification and make advances and reimbursements for expenses to its officers, Directors or committee members, provide indemnification and make advances and reimbursements for expenses to its employees, agents, and any other person serving **The Association corporation** in any capacity at the request of ~~the~~ **The Association corporation**, and, if authorized by a general or a specific action of The Board, may contract in advance to do so.

**Section 3: Plan** The Board may from time to time adopt an Indemnification Plan implementing the rights granted in Sections 1 and 2 **of this Article**. This Indemnification Plan shall set forth in detail the mechanics of how the indemnification rights granted in Section 1 and 2 shall be exercised.

**Section 4: Insurance** The Board may cause **The Association corporation** to purchase and maintain insurance on behalf of any person who is or was a Director or officer of **The Association corporation**, or on behalf of its employees, agents, and any other person serving **The Association corporation** in any capacity at the request of **The Association corporation**, against any liability asserted against such person and incurred in any such capacity or arising

out of such status, whether or not The Association ~~corporation~~ would have the power to indemnify such person.

- Clarification

2018 Proposed Revisions

## Declaration of Adoption

These amended Bylaws shall take effect upon adoption by the Membership and certification by the Secretary of The Association, **and shall supersede in entirety all previous versions.**

- Clarification

In witness whereof, we have hereunder set our hands on this ~~2nd~~ 4<sup>th</sup> day of May, 201~~6~~8.

Eldorado Community Improvement Association, Inc., a New Mexico non-profit corporation.

By: \_\_\_\_\_

~~Dag Ryen~~ **John Henriksen**  
President

By: \_\_\_\_\_

~~Greg Colello~~ **Barrett Jody Price**  
Secretary

State of New Mexico  
County of Santa Fe

Subscribed, sworn to and acknowledged before me this ~~2nd~~ 4<sup>th</sup> day of May, 201~~6~~8, by **John Henriksen** ~~Dag Ryen~~ as President and **Barrett Jody Price** ~~Greg Colello~~ as Secretary of Eldorado Community Improvement Association, Inc., a New Mexico non-profit corporation, for and on behalf of the corporation.

(Seal)

\_\_\_\_\_  
Notary Public