



# **Paseo Village HOA**

## **By-Laws**

**SECOND AMENDED BY-LAWS**  
**Of**  
**SANTA TERESA PASEO HOME OWNERS ASSOCIATION, INC.**  
**a.k.a Paseo Village Homeowners Association (PVHA)**

**PREAMBLE**

The following By-Laws shall apply to the Santa Teresa Paseo Homeowners Association, Inc., hereafter called PVHA or Association, a Nonprofit Corporation organized and operated under the applicable laws of the State of New Mexico and to all present and future owners of property within the Association. The Association, is governed by the Declaration of Covenants, Conditions and Restrictions, the By-Laws and any Rules and Regulations for Santa Teresa Paseo Homeowners Association, Inc. No by-law or rule may be made which contradicts the Declaration. The Association shall only recognize Robert's Rules of Order (as maintained and updated by the Robert's Rules Association, Inc. and found at (<http://www.robertsrules.com>)) as the official reference and authority used for conducting the business of the Association.

**ARTICLE I**  
**DEFINITIONS**

**Section 1.1 "Declarant"** shall mean and refer to Lambert and Winton, Inc. its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant of the purpose of development.

**Section 1.2 "Declaration"** shall mean and refer to these deeded Covenants, Conditions and Restrictions.

**Section 1.3 "Association"** shall mean and refer to Santa Teresa Paseo Home Owners Association, Inc. a.k.a. Paseo Village Homeowners Association (PVHA) its successors and assigns.

**Section 1.4 "Board of Directors" or "The Board"** is the executive committee that jointly supervise the activities of the organization and refers to the five voting members serving a one-year term on behalf of all the owners.

**Section 1.5 "Officer"** shall mean a member having a position of authority in the Association, but not a Director.

**Section 1.6 "Owner"** shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 1.7 "Membership"** shall mean and refer to the entire number of lot owners in good standing or not.

**Section 1.8 "Quorum"** shall mean and refer to the minimum number of members of the membership that must be present at any of its meetings to make the proceedings of that meeting valid. Quorums do not require members to be in good standing.

**Section 1.9 "Voting"** shall mean in person, absentee or proxy; with or without paper ballots and/or electronically. Votes cast by proxy and by absentee ballot are valid for the purpose of establishing a quorum. Per NM 47-16-9

**Section 1.10 "Family"** means a single-family unit related by blood, adoption, marriage, or legal custody.

**Section 1.11 "Resident(s)"** shall mean and refer to any occupant(s) of a Lot owned or otherwise.

**Section 1.12 "Tenant(s)"** shall mean and refer to the legal occupant of a Lot rented from an owner.

**Section 1.13 "Written"** shall mean any communication electronic or paper.

**Section 1.14 “Good Standing”** shall mean a member has fully paid all assessments and is fully compliant with any rules and regulations promulgated by the association. No monthly assessment shall be considered past due, or subject to fines and penalties, until the first day of the next month’s assessment. Members are considered in good standing if the previous months assessment is paid in full even if the current months assessment is not yet paid.

**Section 1.15 “Lot”** shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

**Section 1.16 “Properties”** shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of this Association.

**Section 1.17 “Open Space”** shall mean all private real property (improved or unimproved) thereto not owned by the Association and located outside of the fenced area on each private lot by the owner. Open space is private property and thus, for viewing only and unavailable for common use of the membership, except with permission of the owner and the Association for maintenance.

**Section 1.18 “Common Area”** shall mean all real property (improved or unimproved) thereto owned by the Association for the common use and enjoyment of the membership. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

A parcel of land situated in the Santa Teresa Grant T28S, R3E, N.M.P.M., Dona Ana County, New Mexico, and being more particularly described by metes and bounds survey as follows:

Beginning at the most Southerly corner of parcel herein described whence Meander Corner No. 5 on the Westerly boundary of Santa Teresa Grant bears S29 (degrees) 52!33”W a distance of 2758.33 feet; thence N03 (degrees) 26!36”W, a distance of 383.98 feet, thence N86 (degrees) 33!24”E, a distance of 28.13 feet; thence S89 (degrees) 12!55”E, a distance of 152,99 feet; thence S22 (degrees) 25!25”W, a distance of 414.19 feet to the point of beginning and containing 0.80015 acres more or less.

## ARTICLE II OFFICE

**Section 2.1 Principal Office.** The principal office of the corporation in the State of New Mexico shall be located as indicated in the New Mexico Secretary of State’s records. The address of this association is: Paseo Village Homeowners Association, Inc., PO Box 466, Santa Teresa, New Mexico 88008. The Association maintains a website at: [www.paseovillage.org](http://www.paseovillage.org)

**Section 2.2 Registered Office and Registered Agent.** The corporation shall have and continuously maintain in the State of New Mexico a registered office and a registered agent, as required by law. The registered office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board of Directors.

## ARTICLE III MEMBERSHIP AND VOTING

**Section 3.1. Qualifications for Membership.** Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership, all as provided for in the Declaration. Whenever the legal ownership of any lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, however, the Association must be notified in writing so that it can update its records. A transfer fee may be assessed for the transfer of membership in the Association, as set from time to time by the Board of Directors. The transfer shall be an amount that does not exceed what is provided for under New Mexico Law. Transfer of an interest in the Association will not affect or change any existing or accrued obligations, and such new interest holder will not be personally liable for such obligations unless otherwise specified in the Declaration and By-Laws or assumed by new interest holders in writing.

**Section 3.2. Voting.** The right to vote shall be as stated in Article III of the Declaration.

**Section 3.3 Inspection of Records.** The books, records and papers of the Association shall always, during regular business hours and upon reasonable advance notice, be subject to inspection by any Member. The Articles of Incorporation, this Declaration, By-Laws and of any Rules and Regulations lawfully adopted from time to time shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reproduction cost in an amount that does not exceed that provided for under New Mexico law.

#### ARTICLE IV MEMBERSHIP AND MEETINGS

**Section 4.1 Meetings in General.** All members shall have the right to attend and speak at all open meetings, but the board may place reasonable time restrictions on those persons speaking. If members have specific subjects to bring before the board, notice must be given to the Secretary in advance of the meeting so the subject may be placed on an agenda. Any portion of a meeting may be closed only if that portion is limited to consideration of: (1) legal advice from an attorney for the board or association; (2) pending or contemplated litigation; or (3) personal, health or financial information about an individual member of the association, an individual employee of the association or an individual contractor for the association. Members are not Directors and cannot vote at Board Meetings.

**Section 4.2 Semi-Annual Meetings.** There shall be two meetings of the general membership each year, in March or April and in September or October. Written proper notice is required as stated in Section 4.4 below. The semi-annual meetings of the Membership of this Association shall be held at a location selected by the Board of Directors within 10 miles of the Paseo Village Subdivision Unit 3A within the County of Dona Ana, State of New Mexico. At the fall semi-annual meeting, the Board of Directors shall present and advise the membership of the financial status of the Association and/or additional funds to be voted upon by the members in good standing and the estimated budget for the coming calendar year, and any other business which may properly be brought before the Association.

**Section 4.3 Special Meetings.** Special meetings of the members of the Association may be called at any time by the President, or upon resolution signed by at least a majority of the Board of Directors, or upon written petition to the President signed by twenty-five percent (25%) of the Members. Written proper notice is required as stated in Section 4.4 below. The purpose of every special meeting shall be stated in the notice thereof, and no business shall be transacted except such as is specified in the notice.

**Section 4.4 Notice.** All semi-annual, special or board meetings must state the time, date and location of the meeting and the purpose or purposes for which the meeting is called. Semi-Annual Meetings must have not less than 20 and no more than 50 days' notice before the meeting. Special Meetings must have not less than 20 and no more than 50 days' notice before the meeting. Board Meetings must have at least 48 hours' notice before the meeting. Notice may be delivered electronically, hand-delivered or sent by mail. If sent by mail, the notice shall be deemed to be delivered when addressed to a Lot owner at the address as it appears in the association's records and deposited in the United States mail, postage prepaid.

**Section 4.5 Order of Business.** The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the convention in all cases to which they are applicable and in which they are not inconsistent with the Articles of Incorporation, Covenants or Bylaws of the Association and these standing rules. The order of business at the annual meetings, and as far as possible at other meetings, shall be:

- (a) Calling to order by the board president.
- (b) Determination of a quorum.
- (c) Reading of the minutes of the preceding meeting;
- (d) Reports of Directors.
- (e) Reports of Officers and Committees.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

**Section 4.6 Quorum.** By definition, the number of members of any deliberative or corporate body as is necessary for the legal transaction of business, commonly a majority. A quorum once attained at a meeting, shall be deemed to continue until adjournment, notwithstanding the voluntary withdrawal of enough members to leave less than a quorum. As described in the covenants, 60% of members constitute a quorum. If that number is not present, a new meeting is

called and 30% of the members will constitute a quorum at the second meeting. No such subsequent meeting shall be held more than 30 days following the preceding meeting.

**Section 4.7 Proxies and Absentee.** At all meetings of Members, each Member may vote in person, absentee or by proxy upon such terms as may be determined from time to time by the Board of Directors of the Association. All proxies shall be in writing and personally delivered by the person executing the proxy to a board member, or returned via email, facsimile transmission, or by the United States Postal Service to the person designated by the Board of Directors and filed with the Association Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. Votes cast by proxy and by absentee ballot are valid for the purpose of establishing a quorum.

**Section 4.8 Voting.** All Members of the Association in good standing shall be entitled to one (1) vote (in person or by proxy) for each Lot owned at any meeting of Membership or with respect to any matters submitted to a vote of the Membership. If more than one person holds an interest in any Lot, all such persons shall be Members of the Association. The vote for such multiply owned Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

## ARTICLE V MEMBERSHIP OBLIGATIONS

**Section 5.1** All members shall in all matters and be personally obligated to pay the dues and assessments of the Association to meet the common expense. As more fully provided in the Declaration Article IV, each Member is obligated to promptly pay to the Association annual and special assessments, and any noncompliance assessment or other fees properly assessed against such Member, all of which are secured by a continuing lien upon said Member's Lot. Any assessments which are not paid when due shall be delinquent and may be the subject of a lien and collected or foreclosed as more fully described in the Declaration.

**Section 5.2** Each owner shall, in good faith, comply with the provisions of the recorded Declaration, By-Laws, amendments thereto and of any Rules and Regulations lawfully adopted from time to time.

**Section 5.3** Each owner shall, in good faith, endeavor to observe and promote the cooperative purposes for the accomplishments of which this Association was formed.

**Section 5.4** Each owner shall use the general common areas and elements located within the Association in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners, and subject to the rules and regulations adopted by the Association.

**Section 5.5** Within 15 days each owner shall advise the secretary of the Association of any change in address or ownership, in writing, so that the Association records may be kept as accurate as possible.

**Section 5.6** No member may renege on their obligations for dues and assessments or adherence to the Declaration, By-Laws and of any Rules and Regulations lawfully adopted from time to time.

## ARTICLE VI BOARD OF DIRECTORS

**Section 6.1 Number of Directors.** The business and affairs of the Association shall be conducted and managed by a Board of not less than three (3) and not more than five (5) Directors who shall be members of the Association or the authorized agent of a member corporation or partnership. The Directors of this Association shall be President, Vice-President, Secretary, Treasurer and a Member-At-Large. And any such other Officers as the Board of Directors may from time to time by resolution create. Each Officer shall be a Member of the Association or the authorized agent of a member corporation or partnership. The Association may appoint, or hire if needed, a "Technology Officer" who's job shall be to recommend and maintain all technology and software of the Association and, if necessary, assist the Directors and other Officers in setup and maintenance of their equipment and software ex. Google Workspace usernames and logins.

**Section 6.2 Election of Directors and Term of Office.** The Directors of this Association shall be elected annually by the membership at the fall semi-annual meeting, and each shall hold office for one (1) calendar year commencing January 1st and ending December 31st each year, unless a Director shall sooner resign, be removed, or be otherwise disqualified to serve. This is not to be considered a restrictive clause, they can be re-elected.

**Section 6.3 Nomination.** Any member may nominate himself or any other Member for election to the Board of Directors by submitting the name of said nominee in writing to the Board of Directors at least thirty (20) but not more than fifty (50) days before the annual meeting of Members. The written nomination may be accompanied by a resume, curriculum vitae, position statement or any statement of goals or qualifications deemed appropriate by the nominating party. The names of the nominees and the written statements presented shall be made available to all Members at least ten (10) days prior to the election. In addition to the foregoing, any member may nominate himself or any other member for election to the Board of Directors from the floor at the annual meeting.

**Section 6.4 Elections.** Election of the Board of Directors shall be by written ballot at such elections the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions hereof. The persons receiving the largest number of votes shall be elected.

**Section 6.5 Quorum.** A quorum at directors' meetings shall consist of a majority of directors of the board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board.

**Section 6.6 Directors' Meetings.** Regular meetings of the Board of Directors shall be held at least monthly as the Board may determine and at such place and hour as may be fixed from time to time by resolution of the Board. Written proper notice is required as stated in Article IV Section 4.4 above. Members may attend board meetings. If members have specific subjects to bring before the board, notice must be given to the Secretary in advance of the meeting so the subject may be placed on an agenda.

**Section 6.7 Special Meetings.** Special Meetings of the Board of Directors may be held at such time and place as shall be determined by a majority of the directors. Written proper notice is required as stated in Article IV Section 4.3 above. The President may call a special meeting of the membership upon his own initiative or as directed by the resolution of the Board or upon receipt of a petition signed by at least 25% of the members in good standing.

**Section 6.8 Action of Directors Without a Meeting.** No action, other than emergency situations, will be taken by an individual member of the Board without having been previously discussed and approved.

**Section 6.9 Removal and Replacement of Directors.** Any Director or Officer of the Association may be removed from the board or office, with cause, by a majority affirmative vote of the members in good standing. Any Director or Officer of the Association may resign in writing at any time. In the event of death, resignation, or removal of a Director, his or her successor shall be selected by the remaining Directors on the Board and shall serve until the next fall semi-annual meeting of the membership.

**Section 6.10 Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**Section 6.11 Indemnification of Board of Directors, Officers and Members of the ARC and other Committees.** The Association shall indemnify any present or former Director or Officer and any present and former member of any Committee, including but not limited to the Architectural Review Committee of the Association, against reasonable expenses, costs, and attorney's fees actually and reasonably incurred by him or her in connection with the defense of any action, suit, or proceeding, civil or criminal, in which he or she is made a party, or in which he or she may become involved, by reason of being or having been a Director or Officer or member of any committee. The indemnification shall include any amounts paid to satisfy a judgment or to compromise or settle a claim, provided that in the event of a settlement the indemnification shall apply when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The Director, Officer, or committee member shall not be indemnified if he or she is adjudged to be liable on the basis that he or she has breached or failed to perform the duties of his or her office or committee and the breach or failure to perform constitutes willful misconduct or recklessness.

**Section 6.12 Interested Parties.** No transaction of the Association will be affected because a Member, Director, Officer, or Employee of the Association is interested in the transaction, provided full disclosure is made in advance to the Directors and Officers of the Association. Such interested parties will be counted for quorum purposes, but may not vote, when the Association considers the transaction. Such interested persons will not be liable to the Association for the party's profits, or the Association's losses from the transaction.

**ARTICLE VII**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 7.1 Powers of the Board of Directors:** A majority of board of directors shall have the power necessary for the administration of the affairs of the Association and for the operation and maintenance of the community property. The board may do all such acts and things except as prohibited by law, or by these by-laws, or by the Declaration of Covenants. The board may:

(a) Adopt and publish, amend, and repeal, rules and regulations pertaining to the management, operation and use of the Common Areas, minimum standards for any maintenance of the Lots, the health, safety or welfare of the owners and residents, and to establish fines and/or penalties for the infraction thereof.

(b) Impose reasonable sanctions for violation of the Declaration, these By-Laws, and/or any Rules and Regulations after notice and a hearing in accordance with the procedures set forth in the Law.

**Section 7.2 Limitations of the Board of Directors:** The of board of directors shall be limited by:

(a) Any contract over \$2500.00\* requires three (3) bids.

(b) Not obligating the Association to a sum in excess of the total on one (1) year's dues.

**Section 7.3 The Duties of the Board of Directors :** To administer the operation of the common property and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration of Covenants, By-Laws, Rules and Regulations and supplements and amendments thereto. To protect and defend in the name of the Association any part or all the common property from loss and damage by suit or otherwise. To seek damages from an owner as is provided in the Declaration, By-Laws and of any Rules and Regulations lawfully adopted from time to time, by suit or otherwise.

(a) **President.** The President shall preside at all meetings of the Members and the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all contracts, lien statements, mortgages, deeds and other written instruments on behalf of the Association and shall co-sign all checks and promissory notes. The president may designate the property manager to sign checks for normal budgeted operating expenses or amounts approved by the Board and lien statements on behalf of the Association on a continuing basis in order to affect the normal daily operations of the Association. The President represents the Association in all legal matters.

(b) **Vice-president.** The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

(c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their mailing address and whether they are in good standing. The secretary shall mail out notices, ballots and communications to the membership. The secretary may secure any assistance in accomplishing these tasks as the secretary sees necessary. The secretary shall send the minutes of each board meeting to the general membership.

(d) **Treasurer.** The treasurer shall collect dues and assessments from members and shall keep the books of account for the Association. Treasurer's report shall be submitted at regular board and Association meetings. The Treasurer shall create and maintain an Operating Fund and a Reserve Fund. The purpose of the Operating Fund will be to fund normal operations and contingencies, and the purpose of the Reserve Fund is to provide for the periodic replacement of Common Area improvements. The treasurer shall have charge of all receipts and moneys of the Association, and deposit them in the name of the Association in a bank approved by the board. The treasurer shall sign checks and withdrawal slips on behalf of the Association, upon all its bank accounts, up to \$250.00\* without board approval, and the same shall be honored on the treasurer's signature and the signature of one other director. No bills shall be paid without vouchers and/or receipts.

(e) **Member-At-Large.** The fifth member of the board shall be a member at large and shall assume duties as assigned by the president and/or as deemed necessary by the board.

**ARTICLE VIII  
NON-PROFIT**

**Section 8.1 Non-profit.** This Association is not organized for profit. No members of this Association, member of the board, officer or person from whom the Association may receive any property or funds shall receive or shall lawfully be entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to or distributed to, or inure to the benefit of any member of the board or a member, provided, however.

(a) that reasonable compensation may be paid to the person for services rendered in effecting one or more of the purposes of the Association, upon majority approval of the general membership in good standing.

(b) that any member, director or officer may, from time to time, be reimbursed for any expenses incurred in connection with the affairs of the Association, provided that such expenses do not exceed \$250.00\* or, in such event, expense monies are voted on and approved prior to the actual expenditures by the board.

**ARTICLE IX  
MISCELLANEOUS**

**Section 10.1 Conflicts.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the case of any conflict between these Bylaws, any Rules and Regulations, the By-Laws shall control.

\*This figure may be adjusted by the board of directors from time to time using the U.S. Bureau of Labor Statistics (BLS) CPI Inflation Index calculator found on the BLS website.

**ARTICLE X  
AMENDMENTS**

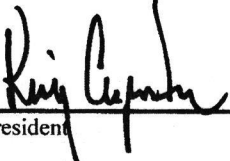
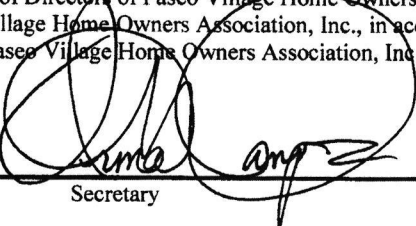
These Bylaws may be repealed or amended by a majority vote of all the members in good standing at the recommendation of the board or by initiative of the members in good standing.

**WITNESSETH**

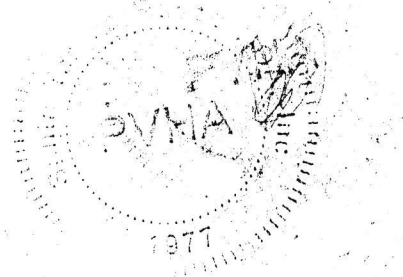
Now comes the Santa Teresa Paseo Home Owners Association, Incorporated, with said Corporation being filed of record with the State of New Mexico, the New Mexico Corporation Commission, Santa Fe, New Mexico, on the 3<sup>rd</sup> day of January 1977, and is a Domestic Nonprofit Corporation as defined by the laws of the State of New Mexico.

**CERTIFICATE**

The undersigned certifies the foregoing Second Amendment to By-Laws have been adopted by the Members of Paseo Village Home Owners Association, Inc. and the Board of Directors of Paseo Village Home Owners Association, Inc. as the Second Amendment to the By-Laws of Paseo Village Home Owners Association, Inc., in accordance with the requirements of law and the governing documents of Paseo Village Home Owners Association, Inc.

 03.28.2022  3/28/2022  
\_\_\_\_\_  
President Secretary

STATE OF NEW MEXICO  
NOTARY PUBLIC  
DEZARAE ANDERSON  
COMMISSION #1135493  
COMMISSION EXPIRES 09/15/2025





IN WITNESS WHEREOF, we the undersigned constituting all the Directors of Paseo Village Homeowners Association, Inc., a New Mexico nonprofit corporation, hereby certify that the foregoing Second Amendment to the By-Laws was duly adopted as the Second Amendment to the By-Laws of Paseo Village Homeowners Association, Inc. on the 15th day of January 2022 at a meeting of the Members of said Association.

Directors:

Ron Lotito: *Ron Lotito* Ashton Graham: *Ashton Graham*  
Tommy Higgins: *Tommy Higgins*

