

**EXHIBIT 5**  
**Amended BY-LAWS**  
**OF**  
**ANGEL VIEW CONDOMINIUM ASSOCIATION**

The Name of the organization shall be Angel View Condominium Association

**ARTICLE I**

**OBJECT**

1. The purpose for which this nonprofit Association is formed is to govern the condominium property which has been or will be submitted to the provisions of the New Mexico Building Unit Ownership Act by the recording of the Declaration and any Supplements thereto and Maps and any Supplements thereto bearing the name associated with this Association.
2. All present or future owners, tenants, future tenants, or any other person that might use in any manner the facilities of the project located on the property therein described are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the condominium units (hereinafter referred to as "units") or the mere act occupancy of any of said units will signify that these By-Laws are accepted, ratified and will be complied with.

**ARTICLE II**

**MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES**

1. Membership. Ownership of a condominium unit is required in order to qualify for membership in this Association. Any person on becoming an owner of a condominium unit shall automatically become a member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a condominium unit, but such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with this Association during the period of such ownership, and through the Board of Directors of the Association or directly, against such former owner and member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.
2. Voting. Voting shall be based upon the percentage of the undivided interest owned by each unit owner in all of the General Common Elements. Cumulative voting is prohibited but proxy voting is permitted.

Recording (Date - Time) 01/15/15 - 03:51:28 PM  
COLFAX COUNTY, NM - Freda L. Baca - County Clerk  
DOC# 201500128  
PAGE: 1 of 16

3. Majority of Unit Owners. As used in these By-Laws, the term "majority of unit owners" shall mean those owners of more than fifty percent "(50%) of the undivided ownership of the General Common Elements.
4. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of members holding fifty-one (51%) percent of the votes entitled to be cast shall constitute a quorum. An affirmative vote of a majority of the unit owners present, whether in person or by proxy, shall be required to transact the business of the meeting.

### ARTICLE III

#### ADMINISTRATION

1. Association Responsibilities. The owners of the units will constitute the Association of Unit Owners, hereinafter referred to as "Association", who will have the responsibility of administering the project through a Board of Directors, hereinafter referred to as the "Board".
2. Place of Meeting. Meetings of the Association shall be held at such a place within or without the State of New Mexico as the Board may determine.
3. Annual Meeting. The annual meetings of all owners of the Association shall be held in the month of July. At such meeting there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 4 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.
4. Special Meetings. The president may call a special meeting of the owners upon his own initiative or as directed by resolution of the Board or upon receipt of a petition signed by at least one-third of the owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as state in the notice shall be transacted at a special meeting unless by consent of two-thirds of the owners present either in person or by proxy. Any such meetings shall be held at such place and time as the President, either in person or by proxy or by electronic means. Any such meetings shall be held at such place and time as the President determines within thirty (30) days after receipt by the President of such resolution or petition.
5. Notice of Meetings. The Secretary shall cause to be mailed or delivered by electronic means a notice of each annual or special meeting, stating the purpose thereof as well as the time and place it is to be held, to each owner of record, at the registered address of each owner, at least ten (10), but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this section or the delivery of such notice shall considered notice served, and the Certificate of the Secretary that notice was duly given shall be prima facial evidence thereof.
6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:
- (a) Roll call and certifying proxies.
  - (b) Proof of notice of meetings or waiver of notice.
  - (c) Reading of Minutes of preceding meetings
  - (d) Reports of Officers
  - (e) Reports of Committees
  - (f) Election of managers
  - (g) Unfinished business.
  - (h) New Business.
  - (i) Adjournment.
8. Performance of Functions By Declarant. The rights, duties and functions of the Board shall, at the Declarant's option, be exercised by the Declarant by and through those persons named as Directors in the Articles of Incorporation until development of the entire condominium project has been completed and until all condominium units have been sold.

#### ARTICLE IV

#### BOARD OF DIRECTORS

1. Number and Qualifications. The Declarant shall exercise the rights, duties and functions of the Board as provided therein by and through the persons named in the Articles of Incorporation as the Directors until the first meeting of the Members of the Association. At the first meeting there shall be elected any three members of the Association to the Board who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified. The number of Directors may be increased to five by a vote of the majority of the members at a regular or special meeting.
2. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the condominium project as a first class residential condominium property. Such powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the owners of the condominium units.
- (a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions of the Building Unit Ownership Act of the State of New Mexico, the By-Laws of the Association and supplements and amendments thereto.
  - (b) To establish, make and enforce compliance with such rules and regulations as may be necessary for the operation, rentals, use and occupancy of all of the condominium units with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each member upon the adoption thereof.

- (c) With the assistance of the Managing Agent, to incur such costs and expenses as may be necessary to keep in good order, condition and repair all of the general and limited common elements and all items of common personal property.
- (d) With the assistance of the Managing Agent, to insure and keep insured all of the insurable General Common Elements and condominium units in an amount equal to the maximum replacement value. To insure and keep insured all of the common fixtures, common equipment and common personal property for the benefit of the owners of the condominium units and their first mortgages. Further, to obtain and maintain comprehensive liability insurance covering the entire premises.
- (e) With the assistance of the Managing Agent, to prepare a budget for the condominium at least annually in order to determine the amount of the common assessments payable by the unit owners to meet the common expenses of the condominium project; allocate and assess such common charges among the unit owners according to their respective common ownership interests in and to the general common elements; and by majority vote of the Board, to adjust, decrease or increase the amount of the quarterly or monthly assessments, and remit or return any excess of assessments over expenses, working capital, sinking funds, reserve for deferred maintenance and for replacement to the owners at the end of each operating year. To levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expense or because of emergencies.
- (f) To collect delinquent assessments by and through the Managing Agent by suit or otherwise and to enjoin or seek damages from an owner as is provided in the Declaration and these By-Laws. To enforce a late charge of not more than \$35.00 per month and to collect interest at the rate of twelve percent (12%) per annum in connection with assessment remaining unpaid more than ten (10) days from due date for payment thereof, together with all expenses, including attorneys' fees, incurred. The Board shall have the duty, right, power and authority to prohibit use of a condominium unit by his tenants and lessees in the event that any assessment made remains unpaid more than 60 days from the due date for payment thereof, which rights shall include entering an individual unit for the purpose of disconnecting any/all utilities provided by the assessments.
- (g) To protect and defend in the name of the Association any part of all of the condominium project from loss and damage by suit or otherwise.
- (h) To borrow funds in order to pay for any expenditures or outlay required pursuant to the authority granted by and the provisions of the recorded Declaration and the By-Laws, and to execute all such instruments evidencing such indebtedness shall be the several obligation of all of the owners in the same proportion as their interest in the general common elements. The persons

who shall be authorized to execute promissory notes and securing instruments shall be the President and Secretary or Assistant Secretary. Any borrowings over \$50,000 are subject to approval of owners at any annual or special meeting called for this purpose.

- (i) To enter into contracts to carry out their duties and powers.
- (j) To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable.
- (k) To make repairs, additions, alterations and improvements to the general common elements consistent with managing the condominium project in a first-class manner and consistent with the best interests of the unit owners. Such duties may be delegated to the Managing Agent. This authority is limited to \$25,000. Anything over \$25,000 is subject to approval of owners at any annual or special meeting called for this purpose.
- (l) To keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements and to permit examination thereof at any reasonable time by each owners. Such duties may be delegated to the Managing Agent.
- (m) With the Assistance of the Managing Agent, if any, to prepare and deliver annually to each owner a consolidated statement showing receipts, expenses or disbursements since the last each statement.
- (n) To meet at least semi-annually at which time an employee of the Managing Agent, if any, shall be in attendance.
- (o) In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the governing and the operation of this condominium property.
- (p) To control and manage the use of all common parking areas, open spaces, common streets and other common property.
- (q) To control and manage the use of all common parking areas, open spaces, common streets and other common property.

3. No waiver of Rights. The omission or failure of the Association or any condominium unit owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provisions of the Condominium Declaration, the By-Laws or the Rules and Regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board or the Managing Agent shall have the right to enforce the same thereafter.
4. Election and Term of Office. At the first meeting of the Association the term of office of one Director shall be fixed at three (3) years; the term of office on one Director shall be fixed at two (2) years; and the term of office for one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. Except as is otherwise provided by these By-Laws, the Directors shall hold office until their successors have been elected and hold their meeting. IF the number of Directors is increased to five by the

- members, the newly elected Board members shall serve terms coincidental to the two longest terms of the Board members then serving as Directors.
5. Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until successor is elected.
  6. Removal of Directors. Subject to the provisions of paragraph 4.3 of the Declaration, at any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting prior to voting thereon.
  7. Organization Meeting. The first meeting of a newly elected Board following each annual meeting of the unit owners shall be held within ten (10) days thereafter at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.
  8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each calendar year. Notice of regular meetings of the Board shall be given to each Director, and owner, personally or by mail, telephone
  9. Special Meetings. Special meetings of the Board may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or email or other electronic means, which notice shall state the time, place (as herein above provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of two or more Directors.
  10. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
  11. Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such readjusted meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

12. Fidelity Bonds. The Board may require that all officers and employees of the Association and the Managing Agent who handle or are responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a common expense.

## ARTICLE V

### FISCAL MANAGEMENT

The provisions for fiscal management of the condominium units for and on behalf of all the unit owners as set forth in the Condominium Declaration may be supplemented by the following provisions:

1. Accounts. The funds and expenditures of the unit owners by and through the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:
  - (a) Current expense, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements.
  - (b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.
  - (c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, wear or obsolescence.

## ARTICLE VI

### OFFICERS

1. Designation. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board, and such assistant officers as the Board shall from time to time elect. Such officers need not be members of the Board, but each shall be an owner of a condominium unit in this condominium project, or the Declarant or heir representative(s). The office of President and Treasurer may be held by the same person, and the office of Vice President and Secretary may be held by the same person.
2. Election of Officers. The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board.
3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officers may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

4. President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the members of the Association at any regular or special meetings.
5. Vice President. The Vice President shall have all of the powers and authority and perform all of the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties.
6. Secretary. The Secretary shall keep all the minutes of the meetings of the Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

The Secretary shall compile and keep up-to-date at the principal office of the Association as directed by the Board of Director's, a complete list of members and their registered addresses, phone numbers and e-mail addresses and mortgagee's name, address, and loan number, if applicable, as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the unit owned by such member, and the undivided interest in the general common elements. Such list shall be open to inspections by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours. In addition, a list of all mortgagees of units shall be maintained. The records referred to in this subsection may be maintained by the Managing Agent.

7. Treasurer. The Treasurer shall have the responsibility for Association funds and be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association; provided, however, that when a Managing Agent has been delegated the responsibility of collecting and disbursing funds, the Treasurer's only responsibility shall be to review the accounts of the Managing Agent not less often than semi-annually.

## ARTICLE VII

### INDEMNIFICATION OF OFFICERS, DIRECTORS AND MANAGING AGENT

1. Indemnification. The Association shall indemnify every Director, officer, Managing Agent, their respective successors, personal representatives and heirs, against all loss, costs and expenses, including counsel fees, reasonable incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director, officer or Managing Agent of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of settlement,



indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or wilful misconduct in the performance of his duty as such Director, officer or Managing Agent in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director, officer or Managing Agent may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing this Article VII contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been a Director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Condominium Declaration.

2. Other. Contracts or other commitments made by the Board of Directors, officers or the Managing Agent shall be made as agent for the unit owners, and they shall have no personal responsibility on any such contract or commitment (except as unit owners), and the liability of any unit owner on any such contract or commitment shall be limited to such proportionate share of the total liability thereof as the percentage of undivided interest of all of the unit owners, except that any losses incurred because of any inability to collect such proportionate amount of the total liability owed by an owner shall be shared proportionately by the owners.

## ARTICLE VIII

### AMENDMENTS

1. These By-Laws may be amended by a majority of the members at a duly constituted meeting of the members for such purpose; provided, however, that no amendment shall conflict with or minimize the intended effect of the provisions of the Articles of Incorporation or the Declaration.
2. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## ARTICLE IX

### MORTGAGES

1. Notice to Association. An owner who mortgages his unit shall notify the Association through the managing Agent if any, or the Association Secretary, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgages of Units".

2. Notice of Unpaid Common Assessments. The Association, whenever so requested in writing by a mortgagee of a condominium unit, shall promptly report any then unpaid common assessments due from, or any other default by, the owner of a mortgaged unit.
3. Notice of Default. When giving notice to a unit owner of a default in paying common assessments or other default, the Board shall send a copy of such notice to each holder of a mortgage covering such condominium unit whose name and address has theretofore been furnished to the Board.
4. Examination of Books. Each unit owner and each mortgagee of a condominium association unit shall be permitted to examine the books of account of the condominium association at reasonable times on business days by appointment, but not more than once each month.

## ARTICLE X

### EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND DESIGNATION OF VOTING REPRESENTATIVE

1. Proof of Ownership. Except for those owners who initially purchase a condominium unit from Declarant, any person on becoming an owner of a condominium unit shall furnish to the Managing Agent or Board a copy of the recorded instrument vesting that person with an interest or ownership in the condominium unit, which copy shall remain in the files of the Association.
2. Registration of Mailing Address. The owner or several owners of an individual condominium unit shall have one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association.
3. Designation of Voting Representative- Proxy. If a condominium unit is owned by one person, his right to vote shall be established by the record title thereto. If title to a condominium unit is held by more than one person or by a firm, corporation, partnership, association or other legal entity, or any combination thereof, such owners shall execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of members and thereat to cast whatever vote the owner himself might cast if he were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided, however, that within thirty (30) days after such revocation, amendment or termination, the owners shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as provided by this section 3. A form will be mailed to all owners.

The requirements herein contained in this Article X shall be first met before an owner of a condominium unit shall be deemed in good standing and entitled to vote at any annual or special meetings of members.

## ARTICLE XI

### OBLIGATIONS OF THE OWNERS

1. Assessments. All owners shall be obligated to pay the monthly or quarterly assessments imposed by the Association to meet the common expenses. The assessments shall be made pro rata according to percentage interest in and to the general common elements. Assessments shall be billed every two months, and due in after the first thirty days of the billing cycle. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these By-Laws, if, and only if, he shall have fully paid all assessments made or levied against him and the condominium unit owned by him.
2. Notice of Lien or Suit. An owner shall give notice to the Association of every lien or encumbrance upon his condominium unit, other than for taxes and special assessments, and notice of every suit or other proceeding which may affect the title to his condominium unit, and such notice shall be given in writing five (5) days after the owner has knowledge thereof.
3. Mechanic's Lien. Each owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanic's lien filed against other units and the appurtenant general common elements for labor, materials, services or other products incorporated in the owner's unit. In the event such a lien is filed and/or a suit for foreclosure of mechanic's lien is commenced, then within ten (10) days thereafter such owner shall be required to deposit with the Association cash or negotiable securities equal to one and one-half of the amount of such claim plus interest for one year together with a sum equal to ten percent of the amount of such claim but not less than One Hundred Fifty Dollars which latter sum may be used by the Association for any costs and expenses incurred, including attorney's fees incurred for legal advice and counsel. Except as is otherwise provided, such sum or securities shall be held by the Association pending final adjudication or settlement of the claim or litigation. Disbursement of such funds or proceeds shall be made by the Association to insure payment of or on account of such final judgment or settlement. Any deficiency, including attorney's fees incurred by the Association, shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his condominium unit which may be foreclosed as is provided in Paragraph 6.6 of the Condominium Declaration. All advancements, payments, costs and expenses, including attorney's fees, incurred by the Association shall be forthwith reimbursed to it by such owner(s) and the owner shall be liable to the Association for the payment

Recording (Date - Time) 01/15/15 - 03:51:28 PM  
GOLFAX COUNTY, NM - Freda L. Baca - County Clerk  
DOC# 201500128

PAGE: 11 of 16

of interest at the rate of twelve percent (12%) per annum on all such sums paid or incurred by the Association.

4. Maintenance and Repair.

- (a) Every owner must perform promptly, at his own expense, all maintenance and repair work within his own unit which, if omitted, would affect the appearance of or the aesthetic integrity of part or all of the condominium project.
- (b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephone, sanitary installations, doors, windows, electrical fixtures and all other accessories, equipment and fixtures shall be at the owner's expense.
- (c) An owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any general or limited common element damaged by his negligence or by the negligence of his tenants or agents or guests.

5. General.

- (a) Each owner shall comply strictly with the provisions of the recorded Condominium Declaration and the By-Laws and amendments thereto.
- (b) Each owner shall always endeavor to observe and promote the cooperative purpose for the accomplishment of which this condominium project was built.

6. Uses of Unit- Internal Change.

- (a) All units shall be utilized only for residential purposes as is provided in the Condominium Declaration.
- (b) An owner shall not make structural modifications or alterations to his unit or installations located therein without the written approval of the Board. The Board shall be notified in writing of the intended modifications through the Managing Agent, or if no Managing Agent is employed, then, through the President of the Board. The Association shall have the obligation to answer an owner's request within thirty (30) days after such notice, and failure to do so within such time shall mean that there is no objection to the proposed modifications or alterations.

7. Use of the General Common Elements and Limited Common Elements. Each owner may use the general common elements, the limited common elements appurtenant to his condominium unit, sidewalks, pathways, roads and streets and other common elements located within the entire condominium project in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the owner owns, and subject to the rules and regulations continued in these By-Laws and established by the Board as is provided in Section 9 of this Article.

8. Right of Entry.

- (a) An Owner shall and does grant the right of entry to the Managing Agent or to any other person authorized by the Board in case of any emergency originating in or threatening his unit, whether the owner is present at time or not.
- (b) An Owner shall permit other owners, or their representatives, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical, electrical or utility services which, if not performed, would affect the use of the

other units, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In the case of an emergency, such right of entry shall be immediate.

9. Rules and Regulations.

(a) The initial rules and regulations, which shall be effective until amended or supplemented by the Board, are annexed hereto and made a part hereof as Schedule A.

(b) The Board reserves the power to establish, make and enforce compliance with such additional rules and regulations as may be necessary for the operation, use and occupancy of this condominium project with the right to amend same from time to time. Copies of such rules and regulations shall be furnished to each unit owner prior to the date when the same shall be effective.

10. Destruction and Obsolescence. Each owner, upon becoming an owner of a condominium unit, thereby grants his power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the owner's condominium unit upon its damage, destruction or obsolescence, all as is provided in the Condominium Declaration.

## ARTICLE XII

### ABATEMENT AND ENJOINMENT OF VIOLATIONS BY ITS OWNERS

The violation of any rule or regulation adopted by the Board, or the breach of any By-law, or the breach of any provision of the Declaration, shall give the Board or the Managing Agent the right, in addition to any other rights set forth therein, (i) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any person, structure thing or condition that may exists therein contrary to the intent and meaning of the provisions thereof, and the Board or Managing Agent shall not be deemed guilty in any manner of trespass, and to expel, remove and put out, using force as may be necessary in so doing, without being liable to prosecution or in damages therefore; (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

## ARTICLE XIII

### COMMITTEES

1. Designation. The Board may, but shall not be required, to appoint an executive committee, and it may designate and appoint members to the standing committees.
2. Executive Committee. The executive committee shall consist of two persons who are members and who shall be appointed by the Board from the members of the Board. One member shall be the President. The executive committee shall supervise the affairs of the Association and shall regulate its internal economy, approve

expenditures and commitments, act and carry out the established policies of the Association and report to the Directors at each meeting of the Board. The executive committee may hold regular meetings, monthly or as it may in its discretion determine. Special meetings may be called at any time by the Chairman of the committee or by any of its members, either by telephone, mail or personally, and a special meeting may be held by telephone.

3. Nominations. The names of the candidates can be submitted on or before thirty (30) days before the election. Members may submit the names of candidates at the election by the members.
4. Vacancies. A vacancy in any committee shall be filled by the President until the next meeting of the Board.

#### ARTICLE XIV

##### ASSOCIATION – NOT FOR PROFIT

This Association is not organized for profit. No member, member of the Board, officers or person from whom the Association may receive any property or funds shall receive or shall be lawfully 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, officer or member; provided, however, always (1) that reasonable compensation may be paid to any member, Director or officers while acting as an agent or employee of the Association, for services rendered in effecting one or more of the purposes of the Association, and (2) that any member, Director or officers may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association. The provisions herein are not applicable to the Managing Agent, who shall perform the manager's duties and functions according to written agreement for the compensation stated therein.

#### ARTICLE XV

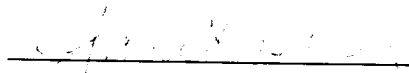
##### MORTGAGEES AS PROXIES

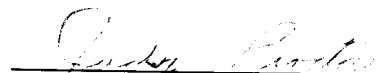
Condominium unit owners shall have the right to irrevocably constitute and appoint the beneficiary of the mortgage their true and lawful attorney to vote their unit membership in this Association at any and all meetings of the Association and to vest in such beneficiary or his nominee any and all rights, privileges and powers that they have as unit owners under the Certificate of Incorporation and By-Laws of this Association or by virtue of the recorded Condominium Declaration. Such proxy shall become effective upon the filing of a notice by the beneficiary with the Secretary of the Association at such time or times as the beneficiary shall deem its security in jeopardy by reason of the failure, neglect or refusal of the Association, the managing Agent or the unit owners to


carry out their duties as set forth in the Condominium Declaration. A release of the beneficiary's mortgage shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve condominium unit owners, as mortgagors, or their duties and obligations as condominium unit owners or to impose upon the beneficiary of the mortgage the duties and obligations of a unit owner.

IN WITNESS WHEREOF, the undersigned Board of Directors have hereunto set their hands this August 13, 2014.


BOARD OF DIRECTORS

  
Janet Herring, President


  
Judy Proctor, Director

  
Mark Herman, Director

  
Craig Wood, Director

  
Alfredo Martinez, Director

The undersigned Secretary of this Association does hereby certify that the above and foregoing By-Laws and Rules and Regulations were duly adopted by the Directors as By-Laws and Rules and Regulations of said Association this August 13, 2014.

ATTEST:   
Becky Martinez, Secretary

ACKNOWLEDGEMENT

State of New Mexico )  
 ) ss  
County of Colfax )

The foregoing instrument was acknowledged before me on this 2 day of 2 2014, by the Board of Directors of Angel View Condominium Association.



OFFICIAL SEAL  
PAMELA PRINDLE

NOTARY PUBLIC-State of New Mexico

(Seal)

My Commission Expires 3/26/2017

[Signature]  
Notary Public