

**CONSENT TO AMENDMENTS TO BYLAWS OF  
THE RESERVE AT SANTA FE CONDOMINIUM ASSOCIATION**

The undersigned owner of a condominium unit or units in The Reserve at Santa Fe, a Condominium and a member of The Reserve at Santa Fe Condominium Association (Association) hereby consents to the following amendments to the Bylaws of the Association:

1. **Amendment to Article 1, §1.2, Definitions.** Article 1, § 1.2 is deleted and the following substituted therefor:

1.2 **Definitions.** Unless defined herein, capitalized terms used in these Bylaws shall have the meanings specified for such terms in the Declaration or if not defined therein, the meanings specified for such terms in the New Mexico Condominium Act, N.M.S.A. 1978, § 47-7A-1 *et seq.* References to “the Act” mean the New Mexico Condominium Act. The term “Mortgagee” as used in these Bylaws, shall have the same meaning as “Eligible Mortgagee” as defined in the Declaration. The term “Mortgage” shall mean a mortgage held by an Eligible Mortgagee.

2. **Amendment to Article 2, Conduct of Meetings.** Article 2, § 2.16 Notice of Meetings is deleted and the following substituted therefor:

2.6 **Notice of Meetings.** The Secretary shall mail to each Owner a notice of each meeting of the Association at least fourteen (14) but not more than thirty (30) days prior to such meeting, stating the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes and any proposal to remove a Director or officer. The mailing of a notice of meeting in the manner provided in this Section and § 11.1 of these Bylaws shall be considered service of notice.

3. **Amendment to Article 3, Board of Directors.** Article 3, § 3.1 is deleted and a new § 3.1 is added; a new § 3.18, Standing Committees, is hereby added and § 3.3.2 is deleted and a new § 3.3.2 is added:

3.1 **Number and Qualification.** The affairs of the Association shall be governed by a Board of Directors. The Board shall consist of seven (7) members. The Board shall be composed of Owners, except where an Owner is an entity, then such entity shall be represented by a person with a beneficial interest in the Owner. The Owner must not be in violation of the Documents and must be current in payment of all charges and assessments against the Owner’s Unit.

3.18 **Standing Committees.** The Board shall establish a “Community Relations and Covenants Committee” and “Finance Committee” and may appoint such other committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of these Bylaws and any such resolution and shall be deemed an “officer” of the Association for the purpose of insurance coverage related to acts and decisions made as a member of such committee.

3.18.1 The Community Relations and Covenants Committee shall consist of not less than three (3) nor more than seven (7) members. All members of the Community Relations and Covenants Committee shall be appointed by the Board. Each such member shall serve for a term of two (2) years. At the option of the Board, any member may be appointed to serve any number of consecutive or non-consecutive terms. The Community Relations and Covenants Committee shall regulate the external appearance, use and maintenance of the Common Elements pursuant to the Rules and Regulations of the Association. The Community Relations and Covenants Committee shall have the power to issue a cease and desist request to an Owner or Occupant whose actions are inconsistent with the provisions of the Act, the Declaration, Bylaws, Rules and Regulations or resolutions of the Board (upon petition of any Unit Owner or upon its own motion). The Community Relations and Covenants Committee shall provide interpretations of the Rules and Regulations when requested to do so by any Unit Owner and shall have such additional duties, power and authority as the Board may from time to time provide by resolution. The Community Relations and Covenants Committee may also propose to the Board for inclusion in the Rules and Regulations restrictions and other regulations related to the Association's management of the Condominium.

3.18.2 The Board may relieve the Community Relations and Covenants Committee of any of its duties, powers and authority either generally or on a case by case basis by an affirmative vote of a majority of the Directors. The Community Relations and Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Board.

3.18.3 Any Owner aggrieved by the decision of the Community Relations and Covenants Committee or desiring review of any decision, may appeal the decision to the Board in the manner provided in the Rules and Regulations.

3.18.4 The Finance Committee shall consist of three (3) members, two (2) members shall be Owners and the remaining member shall be a representative of the Managing Agent. All members of the Finance Committee shall be appointed by the Board, and each such member shall serve for a term of two (2) years. At the option of the Board, any member may be appointed to serve any number of consecutive or non-consecutive terms. The Finance Committee shall review and make recommendations to the Board as to allocations and the budget described in Article 5 before approval of the budget by the Board.

**3.3.2 Requirements.** The Managing Agent may be an employee of the Association and may use the title "Managing Agent" or "General Manager". The Managing Agent may employ, on behalf of the Association, and with the approval of the Board, persons possessing a high level of competence in the technical skills necessary to properly manage the Condominium. The Managing Agent must be able to advise the Board regarding the administrative operation of the Condominium and is authorized to engage consultants and experts in the areas of condominium insurance, accounting, labor relations and condominium regulation.

4. **Amendment to Article 11, Miscellaneous.** Article 11, § 11.1 is deleted and the following substituted therefor:

11.1 **Notices.** All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if hand-delivered or sent prepaid by United States mail if:

11.1.1 to an Owner, at the address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Owner, or

11.1.2 to the Association, the Board or to the Managing Agent or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section. If a Unit is owned by more than one person, each such person who so designated an address in writing to the Secretary shall be entitled to receive all notices hereunder, and

11.1.3 to the extent permitted by law, the Association and its members, Owners and occupants may give notice by use of any technological means providing sufficient security, reliability, identification and verifiability. Acceptable technological means shall include without limitation electronic communication over the internet, the community or other network, whether by direct connection, internet, telecopier or e-mail.

The undersigned agrees that an officer of The Reserve at Santa Fe Condominium Association is authorized to execute an amendment to the Bylaws certifying my consent to the foregoing amendments.

Dated: \_\_\_\_\_

Name Printed: \_\_\_\_\_  
Unit or Units Number # \_\_\_\_\_

Dated: \_\_\_\_\_

Name Printed: \_\_\_\_\_  
Unit or Units Number # \_\_\_\_\_