

**AMENDED AND RESTATED BY-LAWS
OF
BEAUSOLEIL ASSOCIATION**

These Amended and Restated Bylaws for Beausoleil Association ("Restated Bylaws") have been approved by a vote of two-thirds ($\frac{2}{3}$) of the Members of the Association present at a special meeting pursuant to Section 13.1 of the Bylaws of Beausoleil Association dated October, 21, 2015 ("Original Bylaws").

ARTICLE 1 REPEAL OF PRIOR BYLAWS; GENERAL PROVISIONS

Section 1.1 Repeal of Original Bylaws. The Owners hereby declare that these Restated Bylaws completely repeal, amend, supplant and restate the Original Bylaws. The Original Bylaws shall have no further force and effect whatsoever.

Section 1.2 Applicability. These Bylaws provide for governance of the Association and its management of Beausoleil Subdivision located in Taos County, New Mexico, together with the Governing Documents defined below.

Section 1.3 Association. The name of the corporation is Beausoleil Association, hereinafter referred to as the Association. The principal office of the corporation shall be located at: 630 Paseo del Pueblo Sur, Suite 160, Taos, New Mexico 87571, but meetings of Members and Directors may be held at such places within the State of New Mexico, County of Taos, as may be designated by the Board of Directors, or such other location as agreed upon.

ARTICLE 2 DEFINITIONS

Section 2.1 Association: Beausoleil Association, a New Mexico Nonprofit Corporation, its successors and assigns.

Section 2.2 Declarant: St. Bernard Expansion III, LLC, a New Mexico Limited Liability Company, its successors and assigns.

Section 2.3 Declaration: the Declaration of Easements, Covenants, Conditions and Restrictions for Beausoleil Subdivision recorded in the Office of the Taos County Clerk and Recorder in Book 887 at Pages 821 to 853, as amended by the Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions for Beausoleil Subdivision filed for record on April 4, 2017, in Book 941, Page 738, as Instrument Number 000419493, records of Taos County, New Mexico.

Section 2.4 Easements: shall mean all Access, Roadway, Fire Protection, Emergency Vehicle Turnaround, Gate, Utility, Open Space (Archeological Sites), Pedestrian, Equestrian, and Drainage Easement Interests owned by the Association for the common use and enjoyment of the Owners as indicated on the Plat (hereinafter defined) and as more fully provided for in the Declaration.

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Section 2.5 Governing Documents: the Articles of Incorporation, Bylaws, and Declaration, adopted by the Association, all as defined herein and amended and restated from time to time.

Section 2.6 Homeowner Association Act: the New Mexico Homeowner Association Act, NMSA 1978, §§ 47-16-1 through -18, as amended and recompiled from time to time.

Section 2.7 Lot: any plot of land shown upon the Subdivision Plat of Beausoleil Subdivision filed in Plat Cabinet F at Page 42A, Rio Grande Surveying Service, Scott B. Crowl, NMLS #12441, dated November, 2011, rerecorded in Plat Cabinet F at Page 43A in the Records of Taos County, New Mexico, as amended by that certain Gate Easement Relocation Plat filed for record on June 22, 2016, in Plat Cabinet F, at Page 53B, records of Taos County, New Mexico (collectively, the "Plat"), with the exception of the Easements.

Section 2.8 Member: those persons entitled to Membership as provided in the Declaration. The membership of the Association shall consist exclusively of all Lot Owners in the Property (hereinafter defined). The Association has two classes of voting membership:

Class A. Class A Members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they amongst themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned by the Declarant. The Class B Membership shall cease and be converted to Class A Membership when the total votes outstanding in Class A equals fifty-one (51%) percent of the total votes.

Section 2.9 Owner: the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.10 Property: that certain real property known as Beausoleil Subdivision, Taos County, New Mexico, shown on the Plat, and such additions thereto as may hereafter be brought within the jurisdiction of the Association

Section 2.11 Rules and Regulations: rule and regulations as may be adopted by the Directors and amended from time to time, including without limitation rules governing the use of the Easements and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.

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ARTICLE 3 MEETINGS OF MEMBERS

Section 3.1 Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. The Association shall hold an annual meeting at least once every thirteen (13) months.

Section 3.2 Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-half (1/2) of all of the votes of the Membership.

Section 3.3 Notice of Meetings. Written notice of each meeting of the Members shall be delivered by, or at the direction of, the Secretary or person authorized to call the meeting, electronically, by hand, or sent by mail, at least thirty (30) but not more than sixty (60) days before such meeting to each Member entitled to vote thereat. If sent by mail, the notice shall be deemed 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. Such notice shall specify the time, date and location of the annual meeting, and, in the case of a special meeting, the purpose(s) of the meeting.

Section 3.4 Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, fifty-one (51%) percent of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 3.5 Proxies.

(a) At all meetings of Members, each Member may vote in person or by proxy. Proxies shall be duly executed in writing, shall be valid only for the particular meeting or meetings designated therein and must be filed with the office of the Association before the appointed time of the meeting.

(b) Every proxy shall be revocable and shall automatically terminate one (1) year after its date, unless it specifies a shorter term. An Owner may not revoke a proxy except by actual notice of revocation to the person presiding over a meeting of the Association.

(c) The proxy vote shall: (1) be dated and executed by a Lot Owner, but if a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the other Owners of the Lot through a duly executed proxy, but in no case shall the total vote cast be more than that allocated to the Lot under the Declaration; (2) allow for revocation

if notice of revocation is provided to the person presiding over a meeting of Members; and (3) be valid only for the meeting at which it is cast.

(d) Votes cast by proxy and by absentee ballot are valid for the purpose of establishing a quorum.

(e) If proxy voting is utilized at a Member meeting, a person shall not pay a company or person to collect proxy votes.

Section 3.6 Ballots. Ballots, if used, shall be counted by a neutral third party or by a committee of volunteers. The volunteers shall be selected or appointed at an open meeting, in a fair manner, by the chair of the board or another person presiding during that portion of the meeting. The volunteers shall not be board members and, in the case of a contested election for a board position, shall not be candidates.

ARTICLE 4 BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 4.1 Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association.

Section 4.2 Term of Office; Election. At the first annual meeting, one (1) year after the date of the sale of the first Lot in Beausoleil Subdivision, the Members shall elect one (1) Director for a term of one year, one (1) Director for a term of two years, and one (1) Director for a term of three years; and at each annual meeting thereafter the Members shall elect successor Directors for terms of three years.

Section 4.3 Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.4 Compensation. No Director shall receive compensation for any service he may render to the Association unless employed by the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5 Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE 5 NOMINATION AND ELECTION OF DIRECTORS

Section 5.1 Nomination. Nomination for election to the Board of Directors may be made from the floor at the annual meeting. Where Directors or Officers are to be elected by Members, such elections may also be conducted by mail.

Section 5.2 Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5.3 Declarant Voting. The Declarant shall not utilize cumulative or class voting for the purpose of evading any limitation imposed on declarants by the Homeowner Association Act, nor shall Lots constitute a class because they are owned by the Declarant.

Section 5.4 Board Member Written Certification. Within ninety (90) days after being elected or appointed to the Board of Directors, each Board member shall certify in writing to the Secretary of the Association that the member:

- (a) has read the [community] Documents;
- (b) will work to uphold the [community] Documents and [policies] to the best of the member's ability; and
- (c) will willfully discharge the member's duties to the Association.

A Board member who does not file the written certification pursuant to this Section 5.4 shall be suspended from the Board until the member complies with such Section. The Association shall retain each Board member's written certification for inspection by Lot Owners for five (5) years after the Board member's election or appointment. The failure of the Association to have a Board member's written certification on file does not affect the validity of any action taken by the Board or any protections provided to Board members under the Homeowners Association Act or the Nonprofit Corporation Act, NMSA 1978, §§ 53-8-1 to -99, as may be amended from time to time.

ARTICLE 6 MEETINGS OF DIRECTORS

Section 6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least semi-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said scheduled meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 6.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE 7 POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1 Powers. The Board of Directors shall have power to:

- (a) adopt and publish Rules and Regulations;
- (b) suspend the voting rights and right to use of the Easements of a Member during any period in which such Member shall be in default in the payment of any assessment levied and/or fines by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall have unexcused absences for three (3) consecutive regular meetings of the Board of Directors; and,
- (e) employ a manager, independent contractors, and/or such employees as they deem necessary, and to prescribe their duties.

Section 7.2 Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-half (1/2) of the Members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) adopt a budget annually and, within thirty (30) calendar days after adoption of any proposed budget for the Association, the Board shall provide a copy of the budget to all the Lot Owners. The Board shall include a statement listing all fees and fines that may be charged to a Lot Owner by the Association or any management company retained by the Association to act on behalf the Association, including charges for a disclosure certificate [as defined herein];
- (d) provide for a financial audit, review or compilation of the Association's records, at least every three years, in accordance with generally accepted accounting principles, be conducted by an independent certified public accountant and the Board shall provide that the cost thereof be assessed equally as a common expense of all Lot Owners. The audit, review or compilation shall be made available to Lot Owners within thirty (30) calendar days of its completion;
- (e) fix the amount of the annual assessment against each Lot in Beausoleil Subdivision at least thirty (30) days in advance of each annual assessment period;
- (f) set reasonable and appropriate fines for violation of any provision of the Declaration and/or Rules and Regulations;

(g) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(h) enforce and/or foreclose the lien against any property for which assessments and/or fines are not paid within sixty (60) days after due date or to bring an action at law against the owner personally obligated to pay the same, as provided hereinafter in Article 11;

(i) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment and/or fine has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(j) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(k) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(l) cause the Easements to be maintained;

(m) enforce the Declaration; and

(n) in the event of a sale of a Lot, the Board shall cause the Association, within ten (10) business days after receipt of a written request from a Lot Owner or the Lot Owner's representative, to furnish copies of the Governing Documents and a disclosure certificate prepared in compliance with the provisions the Homeowner Association Act*. [Such disclosure certificate shall include the following, as applicable:

(i) a statement disclosing the existence and terms of any right of first refusal or other restraint on the free alienability of the Lot;

(ii) a statement setting forth the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling Lot Owner;

(iii) a statement of any other fees payable by Lot Owners;

(iv) a statement of any capital expenditures anticipated by the Association and approved by the Board for the current fiscal year and the two next succeeding fiscal years;

(v) a statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the Association for any approved projects;

(vi) the most recent regularly prepared balance sheet and income and expense statement, if any, of the Association;

- (vii) the current operating budget of the Association;
- (viii) a statement of any unsatisfied judgments or pending suits against the Association and the status of any pending suits material to the Association of which the Association has actual knowledge;
- (ix) a statement describing any insurance coverage provided for the benefit of Lot Owners and the Board of the Association;
- (x) if applicable, a statement stating that the records of the Association reflect alterations or improvements to the Lot that violate the Declaration;
- (xi) a statement of the remaining term of any leasehold estate affecting the Association and the provisions governing any extension or renewal thereof; and
- (xii) the contact person and contact information for the association.]

The information contained in the disclosure certificate shall be current as of the date on which the disclosure certificate is furnished to the Lot Owner by the Association. [The statements contained in the disclosure certificate regarding monthly common expenses assessments, unpaid common expenses or special assessments currently due and payable from the selling Lot Owner, and any other fees payable by Lot Owners, shall only be valid for sixty (60) days from their creation. Beginning sixty-one (61) days after the creation of the disclosure certificate, the Lot Owner may request that the Association update any changes to statements regarding such expenses, assessments, and fees. Upon a Lot Owner's request for changes to such statements, the Association shall provide the updated information within three (3) business days of the Lot Owner's request and may impose a reasonable fee not to exceed fifty dollars (\$50.00). The updated information shall only be valid for sixty (60) days from the update.

The statements contained in the disclosure certificate shall be valid for such time frames as provided for under the Homeowners Association Act, and the Association may impose reasonable charges for preparing the disclosure certificate or any update(s) thereto, not to exceed the maximum amount provided for under the Homeowners Association Act.

Section 7.3 In the performance of their duties, members of the Board of Directors shall exercise, if appointed by the Declarant, the degree of care and loyalty required of a fiduciary of the Lot Owners and, if elected by the Lot Owners, ordinary and reasonable care free from any undisclosed conflict of interest, as defined under the provisions of the Homeowners Association Act.

ARTICLE 8 OFFICERS AND THEIR DUTIES

Section 8.1 Enumeration of Officers. The officers of this Association shall be a President and Vice-President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create, all of whom shall at all times be Members of the Board of Directors.

Section 8.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 8.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 8.4 Special Appointments. The Board may elect 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 8.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4.

Section 8.8 Duties. The duties of the officers are as follows:

(a) **President** - The President shall preside at all meetings of the Board of Directors and at all meetings of the Membership; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) **Vice President** - The Vice President shall act in the place and stead of the President in the event of his 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 addresses, and shall perform such other duties as required by the Board.

(d) **Treasurer** - The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the Membership at its regular annual meeting, and deliver a

copy of each to the Members. The offices of Secretary and Treasurer may be combined in one Board Member.

ARTICLE 9 COMMITTEES

The Board of Directors may appoint committees as deemed appropriate in carrying out its purpose. At least two (2) Members of the Board of Directors shall be a member of each committee.

ARTICLE 10 BOOKS AND RECORDS

Section 10.1 All financial and other records of the association shall be made available during regular business hours for examination by a lot owner within ten (10) business days of a written request. Such records shall include:

- (a) The Declaration;
- (b) the name, address and telephone number of the Association's designated agent;
- (c) the Bylaws of the Association;
- (d) the names and addresses of all Association Members;
- (e) minutes of all meetings of the Association's Lot Owners and Board members for the previous five (5) years, other than executive sessions, and records of all actions taken by a committee in place of the Board or on behalf of the Association for the previous five (5) years;
- (f) the operating budget for the current fiscal year;
- (g) current assessments, including both regular and special assessments;
- (h) financial statements and accounts, including bank account statements, transaction registers, Association-provided service or utility records and amounts held in reserve;
- (i) the most recent financial audit or review, if any;
- (j) all current contracts entered into by the Association or the Board on behalf of the Association; and
- (k) current insurance policies, including company names, policy limits, deductibles, additional named insureds and expiration dates for property, general liability and association director and officer professional liability, and fidelity policies;
- (l) any electronic record of action taken by the Board.

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Section 10.2 Records Inspection Fees. The Association shall not charge a fee for making financial and other records available for review. The Association may charge a fee of not more than ten cents (\$.10) per page for copies.

Section 10.3 The failure of the Association to provide access to the financial and other records within ten (10) business days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with the Homeowner Association Act. A Lot Owner that is denied access to financial and other records is entitled to the greater of the actual damages incurred for the Association's willful failure to comply with this subsection or fifty dollars (\$50.00) per calendar day, starting on the eleventh business day after the Association's receipt of the written request.

ARTICLE 11 ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments and/or fines which are secured by a continuing lien (until payment) upon the Lot against which the assessment is made and/or the fine is levied. Any assessments and/or fines which are not paid when due shall be delinquent. If the assessment and/or fine is not paid within sixty (60) days after the due date, the assessment and/or fine shall bear interest from the date of delinquency at the rate of five (5%) percent per annum above the Base Rate of Interest then being charged by Centinel Bank of Taos to its largest credit-worthy commercial borrowers, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment and/or fine. No Owner may waive or otherwise escape liability for the assessments and/or fines provided for herein by nonuse of the Easements and Facilities or by abandonment of his Lot.

ARTICLE 12 CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words: Beausoleil Association.

ARTICLE 13 AMENDMENT

Section 13.1 Amendment. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of two-thirds (2/3) of the Members of the Association present in person or by proxy.

Section 13.2 Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. The provisions of these Bylaws and the operation of the Association are intended to be consistent with the Homeowner Association Act, as amended from time to time. In the event of any inconsistency between the provisions of these Bylaws and the mandatory provisions of the Homeowner Association Act, the mandatory provisions of the Homeowner Association Act shall control. Any such mandatory provisions or amendments to the Act adopted after the date hereof shall be deemed effective and incorporated herein as of the

effective date thereof, and it shall not be necessary to further amend these Bylaws to accomplish such incorporation.

ARTICLE 14 INDEMNIFICATION

Section 14.1 Generally. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director or Officer of the Association or while a Director of the Association is or was serving at the request of the Association as a Director, Officer, trustee, employee or agent of another corporation, trust or other incorporated or unincorporated enterprise, whether the basis of such proceeding is alleged action or inaction in an official capacity as a Director, Officer, trustee, employee or agent or in any other capacity while serving as a Director, Officer, trustee, employee or agent shall be indemnified and held harmless by the Association to the fullest extent authorized by the New Mexico Nonprofit Corporation Act as the same exists or may hereafter be amended. All such persons shall be indemnified and held harmless by the Association against all expense, liability and loss (including attorney's fees, judgments, fines, taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection with the indemnified action or inaction and such indemnification shall continue as to a person who has ceased to be a Director or Officer and shall inure to the benefit of his or her heirs, executors and administrators.

Section 14.2 Continuing Indemnification. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Association the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses incurred by a Director or Officer in his or her capacity as a Director or Officer of the Association in advance of the final disposition of a proceeding, shall be made only upon delivery to the Association of an undertaking, by or on behalf of such Director or Officer, to repay all amounts so advanced if it shall ultimately be determined that such Director or Officer is not entitled to be indemnified under this Article or otherwise. The Association may, by action of its Board of Directors, provide indemnification and advance expenses to employees and agents of the Association and others permitted to be indemnified by the New Mexico Nonprofit Corporation Act with the same scope and effect as the foregoing indemnification and advancement of expenses of Directors and Officers.

Section 14.3 Claims. If a valid claim pursuant to the above provisions of this Article is not paid in full by the Association within ninety days after a written claim has been received by the Association, the claimant may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim, and, if successful in whole or in part, the claimant shall be entitled to be paid the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Association) that the claimant has not met the standards of conduct which make it permissible under the New Mexico Nonprofit Corporation Act for the Association to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Association. Neither the failure of the Association (including its Board of Directors or independent

legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the New Mexico Nonprofit Corporation Act, nor an actual determination by the Association (including its Board of Directors or independent counsel) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 14.4 Additional Rights. The right to indemnification and payment of expenses incurred in defending a proceeding the advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Association's Articles of Incorporation, Bylaws, agreement, or otherwise.

Section 14.5 Alternative Arrangements. The Association may maintain insurance, at its expense, or provide alternative financial arrangements including but not limited to providing a trust, letter of credit or self-insurance to protect itself and any Director, Officer, trustee, employee or agent of the Association or another venture, trust or other incorporated or unincorporated enterprise against any such expense, liability or loss, whether or not the Association would have the power to indemnify such person against such expense, liability or loss under the New Mexico Non-profit Corporation Act.

ARTICLE 15 ENFORCEMENT OF GOVERNING DOCUMENTS

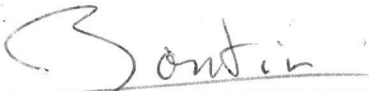
In addition to the enforcement provisions contained herein and as more fully provided for in the Declaration, the Association and its Board of Directors may enforce the Governing Documents and resolve disputes as provided for under §§ -10 of the Homeowners Association Act.

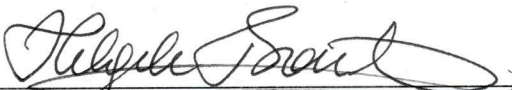
ARTICLE 16 MISCELLANEOUS


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.

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IN WITNESS WHEREOF, we, being the Board of Directors of Beausoleil Association, have hereunto set our hands this 5 day of November, 2022.


Jerome de Bontin Director



Helga de Bontin Director


Nicolas de Bontin Director

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of the Beausoleil Association, a New Mexico Nonprofit Corporation and that the foregoing Amended and Restated Bylaws for Beausoleil Association have been approved by a vote of two-thirds ($\frac{2}{3}$) of the Members of the Association present at a special meeting held on the 5 day of November, 2022.

Date: 11/5/22


Nicolas de Bontin, Secretary