

**BYLAWS
OF
THE LOFT OFFICE CONDOMINIUM OWNERS' ASSOCIATION, INC.**

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**BYLAWS
OF
THE LOFT OFFICE CONDOMINIUM OWNERS' ASSOCIATION, INC.**

**ARTICLE I
Plan of Unit Ownership**

Section 1.1. Applicability. These Bylaws provide for governance of The Loft Office Condominiums, which has been created pursuant to the New Mexico Condominium Act, Section 47-7A-1 *et seq.*, NMSA, 1978 ("Condominium Act" or "Act") and supersede in all respects any prior Bylaws of the Association, if any. The property, located in Albuquerque, New Mexico, Bernalillo County, and more particularly described in the Declaration creating the Condominium, has been submitted to the Condominium Act by recordation of the Declaration among the land records of Bernalillo County.

Section 1.2. Definitions. Terms shall have the meanings specified for these terms in the Declaration of Condominium Ownership and of Easements, Restrictions, and Covenants of The Loft Office Condominiums and any amendments thereto ("Declaration"). Terms, not otherwise defined herein or in the Declaration and any amendments thereto, shall have the meanings defined in Section 47-7A-3 of the Condominium Act, as applicable.

Section 1.3. Compliance. Every Unit Owner, Occupant, tenant, and all those entitled to occupy a Unit or use in any manner the Property shall comply with these Bylaws.

Section 1.4. Office. The office of the Condominium, the Association, and the Board shall be located at the property or at such other place as may be designated from time to time by the Board.

**ARTICLE II
Association**

Section 2.1. Composition. The Association shall consist of a New Mexico nonprofit corporation. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium, and performing all other acts that may be required or permitted to be performed by the Association by the Condominium Act and the Declaration. Except for matters that the Condominium Act, the Declaration, or these Bylaws specifically require to be performed by the vote of the Association, the responsibilities of the Association shall be performed by the Board.

Section 2.2. Membership. Ownership of a Unit is required to qualify for membership in the Association. Any person, on becoming a Unit Owner, shall automatically become a member of this Association and be subject to these Bylaws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Unit, but such termination shall not relieve nor release any such former Unit Owner from any liability or obligation incurred under, or in any way connected with, this Association during the period of such ownership and

membership in the Association, or impair any rights or remedies which the Unit Owners have, either through the Board of the Association or directly, against such former Unit Owner and member arising out of, or in any way connected with, ownership and membership and the covenants and obligations incident thereto.

Section 2.3. Annual Meetings. The annual meetings of the Association shall be held at least thirty-five (35) days before the beginning of each fiscal year. At such annual meetings (a) the Board shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 3.3 of Article III of these Bylaws, and (b) ratification of the budget shall take place in accordance with Article VI of the Declaration.

Commented [TK1]: Based on the requirement to adopt a proposed budget before October 15th each year and the requirement of a meeting to ratify the budget, it makes sense to have the annual meeting of the Association around this time.

Section 2.4. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Board.

Section 2.5. Special Meetings. The President shall call a special meeting of the Association if so directed by resolution of the Board or upon a petition signed and presented to the Secretary by not less than fifty percent (50%) of the Unit Owners. The notice of any special meeting shall state the time, place, and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 2.6. Notice of Meetings. Unless otherwise waived, the Secretary shall mail or deliver to each Owner a notice of each meeting of the Association at least fourteen (14) days, but not more than sixty (60) days (or not more than thirty (30) days, if the meeting is for ratification of the budget under Article VI of the Declaration) 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 Section 6.1 of the Bylaws shall be considered service of notice. An Owner may elect to receive notice of meetings electronically via e-mail and waive their right to receive notice via mail or in person by providing the Association with an e-mail address and informing the Association that the Owner desires to receive all future notices of meetings only via e-mail.

Section 2.7. Adjournment of Meetings. Other than meeting convened for ratification of any proposed budget, if, at any meeting of the Association, a quorum is not present, Owners of a majority of the Percentage Ownership Interest who are present at such meeting, in person or by proxy, may adjourn the meeting to a time more than forty-eight (48) hours after the time the original meeting was called.

Section 2.8. Title to Units. Title to a Unit may be taken in the name of one or more persons, in any manner permitted by law. The Association may acquire, hold, and transfer full legal title to one or more Units in the Condominium in its own name.

Section 2.9. Voting.

- a. Each Unit Owner shall be entitled to one (1) vote for each Unit owned.

b. Where the ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all of the owners of such Unit and filed with the Secretary. Such certificates shall be valid until revoked by a subsequent certificate similarly executed. In the absence of such named person from the meeting, and if only one of the multiple owners of a Unit is present, he is entitled to cast the vote allocated to the Unit. If more than one of the multiple owners are present, the vote allocated to that Unit shall be cast only in accordance with the agreement of a majority in interest of the multiple owners pursuant to Section 47-7C-10 of the Condominium Act. There is a majority agreement if any one of the multiple owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. The vote for each unit must be cast as a whole and cannot be split.

c. Subject to the requirements of Section 47-7C-10 of the Condominium Act, wherever the approval or disapproval of an Owner is required by the Condominium Act, the Declaration, or these Bylaws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote allocated to his Unit at any meeting of the Association. Except as otherwise provided herein and except where a greater number is required by the Condominium Act, the Declaration, or these Bylaws, or for the election of the Board (where only a plurality vote is required), Owners of more than sixty percent (80%) of the aggregate votes in the Association who are voting in person or by proxy, at one time, at a duly convened meeting at which a quorum is present, is required to adopt decisions at any meeting of the Association.

d. No Owners may vote at any meeting of the Association or be elected to or serve on the Board of the Association if the Owner is sixty (60) or more days' delinquent in the payment of assessments and any other amounts owed to the Association that are secured by the assessment lien against the Unit. Furthermore, if the Owner is sixty (60) or more days' delinquent, the spouse or legal domestic partner of the Owner, or a representative of an entity Owner (as described in Section 3.1.a), may not serve on the Board. Additionally, if an Owner, while serving on the Board, becomes sixty (60) or more days' delinquent in the payment of assessments and any other amounts owed to the Association that are secured by the assessment lien against the Unit, the Board may deem such Owner's position on the Board to be vacant, and the Board may appoint an Owner to fill any vacancy created. If another person is serving on the Board on behalf of the Owner pursuant to the terms of Section 3.1.a and the Owner becomes sixty (60) or more days' delinquent, as described above, the Board may deem that person's position on the Board to be vacant, and the Board may appoint another qualified person to fill any vacancy created.

e. No votes allocated to a Unit owned by the Association may be cast.

Section 2.10. Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Owner in favor of only another Owner, spouse of an Owner or legal domestic partner of an Owner. 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 secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any of the persons owning such Unit. No

Commented [TK2]: What this means in practice is that, unless there is a provision in these bylaws, or the law, that identifies a different percentage of votes, for example obtaining a loan or removing a director, 80% of the votes present at a meeting, not total votes, are required for the Association to act on a matter that Owners are entitled to vote on. There are not very many instances in which this kind of vote would normally occur. Many communities simply require a majority of the members present at a meeting at which a quorum is present to act; however, for the Association, that could mean that the Association could act with 5 votes if the quorum of 80% is kept (See Section 2.11 below)

proxy shall, in any event, be valid for a period in excess of one (1) year after the execution thereof.

Section 2.11. Quorum. Except as otherwise provided in these Bylaws, the presence, in person or by proxy, of Owners entitled to cast **eighty percent (80%)** or more of the votes entitled to be cast by the Owners in the Association shall constitute a quorum at all meetings of the Association.

Commented [TK3]: This is a high percentage, but likely appropriate for the size of the community.

Section 2.12. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep, or cause to be kept, the minutes of the meeting. The President may appoint a person to serve as parliamentarian at any meeting. The Board may establish guidelines to govern the conduct of meetings of the Board, and may adopt guidelines from Robert's Rules of Order, to the extent it so desires, so long as such guidelines do not conflict with the Declaration, these Bylaws or the Condominium Act. All votes shall be tallied by tellers appointed by the President.

ARTICLE III Board

Section 3.1.

a. **Number and Qualification of Members.** The affairs of the Association shall be governed by a Board. The Board shall be composed of three (3) to five (5) members, as determined from time to time by the Board, all of whom shall be Owners or spouses or legal partners of Owners. At least a majority of the Board members shall be Owners.

In the case of an Owner that is a partnership, corporation, or other such legal entity, any officer, director, manager, partner, or trustee of such entity shall be presumed to be eligible to serve as a Director unless otherwise specified by written notice to the Association signed by such entity. No Owner may have more than one such representative on the Board at a time.

If any Director fails to attend three (3) or more successive meetings of the Board, including special meetings, or misses four (4) or more meetings out of six (6) successive meetings of the Board, including special meetings, such Director shall, unless otherwise determined by two-thirds (2/3rds) of the Directors present at a meeting at which a quorum is present, be automatically removed as a Director.

Section 3.2. Powers and Duties. The Board shall have all the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not, by the Condominium Act, the Declaration, or by these Bylaws, required to be exercised and done by the Owners. The Board shall have the power from time to time to adopt any Rules and Regulations deemed necessary or desirable for the benefit and enjoyment of the Condominium; provided, however, that such Rules and Regulations shall not be in conflict with the Condominium Act, the Declaration, or these Bylaws.

a. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall:

i. Prepare an annual budget, in which there shall be established the assessments of each Owner for the Common Expense pursuant to Article VI of the Declaration.

ii. Make assessments against Owners to defray the costs and expenses of the Condominium, establish the means and methods of collecting such assessments from the Owners, and establish the period of the installment payment of the annual assessment for Common Expenses, Unless otherwise determined by the Board, the annual assessment against each Owner for his proportionate share of the Common Expenses shall be payable not less often than annually, and at such time or times as designated by the Board.

iii. Provide for the operation, care, upkeep, and maintenance of the property and services of the Condominium.

iv. Designate, hire, and dismiss the personnel necessary for the maintenance, operation, repair, and replacement of the Common Elements, and provide services for the Property and, where appropriate, provided for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Property.

v. Collect the assessments against the Owners, deposit the proceeds thereof in bank depositories designated by the Board, and use the proceeds to carry out the administration of the Property.

vi. Open bank accounts on behalf of the Association and designate the signatories thereon.

vii. Make, or contract for the making of, repairs, additions, and improvements or alterations of the property, and repairs to, and restoration of, the property, in accordance with the Condominium Act, the Declaration, and these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

viii. Obtain and carry insurance against casualties and liabilities, as provided in the Declaration, pay the premiums therefor, and adjust and settle any claims thereunder.

ix. Pay the cost of all authorized services rendered to the Association and not billed to Owners of individual Units.

x. Keep books with detailed accounts of the receipts and expenditures affecting the Property and the administration of the Condominium, specifying the expenses of maintenance and repair of the Common Elements and any other expenses incurred. Such books and records shall be reasonably available for examination by the Owners, their duly authorized agents, or attorneys. All books and records shall be kept in accordance with generally accepted accounting practices, and the same may be audited once each year (or at such other intervals

determined by the Board) by an independent accountant retained by the Board who shall not be a resident of the Condominium or an Owner. The cost of such audit shall be a Common Expense.

xi. Provide any notice to mortgagees required or allowed by the Declaration.

xii. Furnish the statement required by Section 47-7D-9 of the Condominium Act, within ten (10) working days after the receipt of a written request therefor from any Owner substantially in any form required by the Association or its managing agent and designated as a "Resale Certificate" and charge a reasonable fee therefor.

b. In addition to the powers and duties set forth above, the Board shall have the power, but not the duty, to:

i. Make and amend the Rules and Regulations;

ii. Enforce, by legal means, the provisions of the Declaration, these Bylaws, and the Rules and Regulations, and act on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceeding.

iii. Borrow money on behalf of the Condominium when required, including money secured by an assignment of future income, in connection with any one instance relating to the operation, care, upkeep, and maintenance of the Common Elements; provided, however, that the consent of a majority of the owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum in excess of ten percent (10%) of the current year's operating budget. If any sum borrowed by the Board on behalf of the Condominium pursuant to the authority contained in this paragraph is not repaid by the Association, an Owner, who pays to the creditor such proportion thereof as his Percentage Ownership Interest bears to the total Percentage Interests in the Condominium, shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such Owners' Unit.

Commented [TK4]: Does the Association want a higher percentage required for a loan?

iv. Acquire, hold, and dispose of Units, and incur debt, secured by mortgages, if such expenditures and hypothecations are included in the budget adopted by the Association.

v. In its sole discretion, designate, from time to time, certain Common Elements as "Reserved Common Elements," and impose such restrictions and conditions on the use thereof as the Board deems appropriate.

vi. Do such other things and acts not inconsistent with the Condominium Act and the condominium instruments.

Section 3.3. Election and Term of Office.

a. At the first annual meeting following the adoption of these Bylaws, an election shall be held for three Directors. The two Directors that receive the most votes shall serve for two-year terms. The one Director that receives the least number of votes of the three Directors

shall serve for a one-year term. Thereafter, Directors shall be elected for two-year terms, unless, in the Board's discretion, a Director needs to serve a one-year term to re-establish staggered terms.

b. Directors will be elected at each annual meeting of the Association to fill the vacancies created by the expiration of existing Director(s)' terms. The members of the Board shall hold office until their respective successors have been elected by the Association.

c. The Board shall send notice to all Owners at least thirty (30) days prior to the Annual Meeting, allowing Owners or spouses or legal partners of Owners to nominate themselves by submitting a statement of interest to the Association containing the information requested by the Association within the timeframe specified in the notice. Nominations may also be made from the floor at the annual meeting, but only when there are less candidates running than the number of positions available.

Section 3.4. Removal or Resignation of Members of the Board. At any regular or special meeting duly called, any one or more of the members of the Board may be removed, with or without cause, by a two-thirds' vote of all persons present and entitled to vote at any meeting of Owners at which a quorum is present, 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 at least seven (7) days' notice of the time, place, and purpose of the meeting, and shall be given an opportunity to be heard at the meeting. A member of the Board may resign at any time, and shall be deemed to have resigned upon disposition of his Unit.

Section 3.5. 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 a vote of a majority of the remaining Directors at a special meeting of the Board held for such purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board for the remainder of the term of the member being replaced.

Section 3.6. Organization Meeting. The first meeting of the Board following annual meeting of the Association shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Association at the meeting at which such Board shall have been elected, and no notice shall be necessary to the newly elected members of the Board in order to legally constitute such meeting, providing a majority of the whole Board shall be present thereat.

Section 3.7. 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 such meetings shall be held at least once annually during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone, or email at least seven (7) days prior to the day named for such meeting.

Section 3.8. 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, which notice shall state the time, place (as hereinabove 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.

Section 3.9. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall constitute a waiver of notice by him of the time, place, and purpose of such meeting. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3.10. Quorum of Board. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board. If, at any meeting of the Board, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 3.11. Compensation. No directors shall receive any compensation from the Condominium for acting as such, but may be reimbursed for expenses incurred on behalf of the Association.

Section 3.12. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep, or cause to be kept, minutes of the meetings of the Board. The Board may establish guidelines to govern the conduct of meetings of the Board, and may adopt guidelines from Robert's Rules of Order, to the extent it so desires, so long as such guidelines do not conflict with the Declaration, these Bylaws or the Condominium Act.

Section 3.13. Action Without Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting, if all of the members of the Board shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board.

Section 3.14. Liability of the Board, Officers, Owners and Association.

a. To the extent authorized by the Nonprofit Corporation Act, Section 53-8-1 *et seq.*, NMSA, 1978, the officers and members of the Board shall not be liable to the Association for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct or bad faith. Officers and members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Association. The liability of any Owner arising out of any contract made by the officers or Board, or for the damages as a result of injuries arising in connection with the Common Elements solely by virtue of his ownership of a Percentage Interest therein or for liabilities incurred by the Association, shall be limited to the total liability multiplied by his Percentage Ownership Interest. Every agreement made by the officers or the Board are acting only as agents for the Association, and shall have no personal liability thereunder, except as Owners, and that each Owner's liability thereunder shall be limited to the total liability thereunder multiplied by his Percentage Ownership Interest.

b. The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a Common Expense, or for injury or damage to person or property caused by the elements or by any Owner or any other person, or resulting from electricity, water, snow, or ice, which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance, or equipment. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken by the Association to comply with any law or ordinance, or with the order or directive of any municipal or other governmental authority.

Section 3.15. Indemnification.

a. As used in this Section:

i. The term “director” shall have the meaning set forth in Section 53-8-26 NMSA 1978 (1987 Supp.).

ii. The term “officer” shall include any person, corporation, or entity, who is, or was, an officer of the Association or is, or was, serving at the request of the Association as an officer or agent of the Association.

iii. The term “proceeding” shall mean any threatened or pending action, suit, or proceeding, in which a director or officer is involved or made a party by reason of being or having been a director or officer.

iv. The term “Nonprofit Corporation Act” shall mean the New Mexico Nonprofit Corporation Act, Section 53-8-1 *et seq.*, NMSA 1978 (1987 Supp.), as amended; provided, however, in the case of any such amendment, the amendment shall apply only to the extent that such amendment permits the Association to provide broader indemnification rights than permitted prior to the amendment.

b. **Right to Indemnification.** Subject to the provisions of the Nonprofit Corporation Act, any director or officer shall be indemnified and held harmless by the Association for the reasonable expenses, costs, attorneys’ fees, actually or reasonably incurred by him in connection with his involvement in any proceeding by reason of his being, or having been, a director or officer. Any director or officer shall also be indemnified for those reasonable amounts paid to satisfy a judgment, fine, or penalty, or to compromise or settle a claim. The indemnification provided shall be to the fullest extent authorized by the Nonprofit Corporation Act, and shall inure to the benefit of the heirs and personal representatives of any director or officer.

c. **Advance Indemnification.** The Board of the Association, shall permit indemnification and payment of reasonable expenses to be incurred by a director or officer for

the defense of any proceeding, provided that the director or officer first enters into a written agreement with the Association to reimburse the Association if it is subsequently determined that the director or officer was not entitled to indemnification due to a subsequent adjudication of liability on the basis of willful misconduct or recklessness in the performance of the duties of his office as provided under the Nonprofit Corporation Act, Section 53-8-26 NMSA 1978 (1987 Supp.).

d. Right to Bring Action to Enforce Indemnification.

i. If a valid claim is not paid in full by the Association within ninety (90) days after an itemized claim has been received by the Association, the claimant may thereafter, but not exceeding a period of two (2) years after tendering the itemized claim to the Association, bring an action against the Association to recover on any unpaid amount of the claim. The prevailing party in said action shall be entitled to collect the reasonable attorney's fees from the other party.

ii. In addition to the defense of full accord and satisfaction of any claim, it shall be a defense to any such action that the claimant has not complied with the standards of conduct permitting indemnification under the provisions of the Nonprofit Corporation Act. Any prior determination by the Association, including its Board, independent counsel, or its members, of the eligibility or ineligibility of claimant for indemnification due to the standards of conduct set forth in the Nonprofit Corporation Act shall not be a defense to the action or create any presumption as to the eligibility of claimant for indemnification.

e. **Non-Exclusivity.** The right to advance indemnification conferred in this Section 3.15.e. 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, or any agreement, or vote of members or disinterested directors.

f. **Insurance.** The Association shall maintain Directors and Officers Liability insurance, at its expense, to protect itself and any director or officer, against expense, liability, or loss, claimed against the Association, its Directors or Officers acting in their capacity as Directors or Officers, whether or not the Association would have the power to indemnify such person against such expense, liability or loss under the provisions of the Nonprofit Corporation Act. Such insurance shall provide a policy limit of at least \$1,000,000.00.

Commented [TK5]: Please confirm that the Association is, or is able to carry this level of insurance.

Section 3.16. Common or Interested Directors. Each member of the Board shall exercise his powers and duties in good faith and with a view to the interests of the Association. No contract or other transaction between the Association and any of its directors, or between the Association and any corporation, firm or association in which any of the directors of the Association are directors or officers or are financially or otherwise interested is voidable because any such director is present at the meeting of the Board or any committee thereof which authorizes or approves the contract or transaction, or because his vote is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exists:

a. the fact of the common directorate or interest is disclosed or known to the Board or a majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

b. the fact of the common directorate or interest is disclosed or known to at least a majority of the Owners, and the Owners approve or ratify the contract or transactions in good faith by a vote sufficient for the purpose; or

c. the contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved, or executed.

Any common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board or committee thereof which authorizes, approves, or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if such director were not such director or officer of such Association or not so interested.

ARTICLE IV Officers

Section 4.1. Designation. The principal officers of the Association shall be the President, Vice-President, and the Secretary and Treasurer, all of whom shall be elected by the Board. The officers may or may not be members of the Board. A director may hold more than one officer position; however, the office of President and Secretary may not be held by the same director.

Section 4.2. 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.

Section 4.3. Removal of Officers. Upon the affirmative vote of a majority of all members of the Board, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.4. President. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Association and of the Board, and shall have all of the general powers and duties which are incident to the office of President of the corporation, including, without limitation, the power to appoint committees from among the Owners from time to time as the President may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4.5. Vice President. A Vice President shall take the place of the President and perform the duties of the President whenever the President is absent or unable to act. If neither the President nor any Vice President can act, the Board shall appoint some other member of the Board to act in the place of the President, on an interim basis. The Vice President shall also

perform such other duties as shall from time to time be imposed upon them by the Board or by the President.

Section 4.6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board, shall have charge of such books and papers as the Board may direct, shall maintain a register setting forth the place to which all notices to Owners hereunder shall be delivered, and, in general, shall perform all the duties incident to the office of secretary of the corporation.

Section 4.7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, shall be responsible for the deposit of all monies and other valuable effects in the name of the Board or the Association in such depositories as may, from time to time, be designated by the Board, and, in general, shall perform all the duties incident to the office of Treasurer of the corporation.

Section 4.8. Execution of Documents. All agreements, contracts, deeds, leases, checks, and other instruments of the Association for expenditures or obligation in excess of Five Thousand Dollars (\$5,000.00) shall be executed by any two persons designated by the Board. All such instruments for expenditures or obligations of Five Thousand Dollars (\$5,000.00) or less may be executed by any one person designated by the Board. All amendments to the Declaration and to these Bylaws, required to be signed by the Association, shall be executed by the President and the Secretary.

Commented [TK6]: Is there a different dollar number that the Association would like for whether one or two signatures are required?

Section 4.9. Compensation of Officers. No officer who is also a director shall receive any compensation from the Association for acting as such an officer; provided, however, that officers may be reimbursed for expenses incurred on behalf of the Association upon approval of the Board.

ARTICLE V Amendments to Bylaws

Section 5.1. Amendments. These Bylaws may not be modified or amended except by the approval of Owners representing more than eighty percent (80%) of the votes in the Association.

Commented [TK7]: This is a high percentage and can be less. Per the law, the Bylaws can be amended by the Board of Directors, unless the Bylaws provide otherwise.

Section 5.2. Implied Consent of Owners. A proposed amendment shall be deemed approved by an Owner if the Owner fails:

- a. to vote in person or by proxy at a meeting properly called for that purpose; and
- b. to object or approve a written proposal for an amendment within thirty (30) days after receipt of a written proposal following such meeting.

ARTICLE VI

Miscellaneous

Section 6.1. 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 delivered personally or if sent by regular United States mail, postage prepaid, or otherwise, as the Condominium Act or these Bylaws may permit, (a) if 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 (b) if to the Association, the Board, 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.

Section 6.2. Captions. The captions hereof are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe to scope of these Bylaws or the intent of any provision thereof.

Section 6.3. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the President and Secretary have caused these Bylaws to be executed and attested on behalf of the Association.

DATED this ____ day of _____, 202__.

THE LOFT OFFICE CONDOMINIUM OWNERS'
ASSOCIATION, INC.

By: _____

Its: President _____

By: _____

Its: Secretary _____