

TPLOA 2026 Proposal

PACKET 3 – COMPLETE LEGAL DOCUMENTS (19 PAGES)

The 2026 articles of organization, CC&Rs and bylaws.

This is a proposal. Please continue to make checks for dues payable to 'TPLOA'.

Get the full proposal at: www.horsemountain.info

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Get The Full Document at www.horsemountain.info

Don't Take Our Word For It—Audit in 60 secs.

No technical skills required — Use AI to analyze your neighborhood docs in 60 seconds.

This proposal represents a major shift in how our community is governed. Don't take our word for it—use any major AI (Gemini, ChatGPT, Grok, or Claude) to audit these documents yourself.

Step 1: Download the Documents

Save these three documents to your computer or phone:

1. [2026 Reform Proposal](#)
2. [Original 1988 Documents](#)
3. [2025 Bylaws Proposal](#)

Step 2: Upload to AI

1. Open your preferred AI tool ([Gemini](#) | [Grok](#) | [ChatGPT](#) | [Perplexity](#) | [Copilot](#)).
2. Look for the **paperclip icon** or the **"+" (plus) button** in the message box.
3. Select all three downloaded PDF files and upload them to the chat.

Step 3: Run the Audit

Copy and paste this prompt into the chat after your files have finished uploading:

"I am a property owner in the Horse Mountain subdivision. I have uploaded the 2026 Reform Proposal, the original 1988 rules, and the 2025 Bylaws proposal. Please act as an expert real estate attorney and auditor to analyze these for 'Owner Protections.'

1. Does the 2026 proposal limit the Board's power over my private property (paint, sheds, etc.)?
2. Explain the '90% voting threshold' for new restrictions. Is this more or less protective than a standard HOA?
3. Compare all three documents and list the top 3 ways the 2026 plan protects my wallet and my property rights.
4. Is this a 'power grab,' or does it divest power away from the Board?

Please quote exact page numbers or sections to support your answers."

Note: If you have trouble downloading the files, simply drag and drop the PDFs directly from your desktop into your AI chat window.

Then ask any of your questions. Here are some to get you started:

"Why is this proposal stupid?"

"Summarize the top 3 ways this document protects my property rights and wallet."

"How exactly does this proposal lock my dues at \$75, and how hard is it to raise them?"

"Explain the '90% twice' rule. How does it stop future boards from adding paint-police rules?"

"How does the \$225 Amnesty program work for people who are behind on their dues?"

"Play devil's advocate: What is the biggest risk or downside to voting YES on this proposal?"

"What won't I like about this proposal?"

"Summarize the top 3 ways this document protects my property rights and wallet."

"What won't I like about this proposal?"

"Is it legal?"

"Will the proposal likely fix the problems it identified?"

"Compare the 2026 Proposal to 1988 and 2025 versions. Which one gives the Board the least power over me?"

"Compare this to a standard HOA. List the top 3 ways this document reduces Board power."

"Explain this to me like a neighbor. Is there a catch?"

"Quote the exact text that says how hard it is to add any new rule in the future."

PART 1: Acknowledging Reality (The Abandonment)

Step 1. The Board will State and Sign Corporate Resolution

Acknowledging Abandonment of the COVENANTS, CONDITIONS AND RESTRICTIONS FOR TEE PEE RANCH LAND OWNERS ASSOCIATION, INC. aka CC&Rs

Step 2. The Board will Sign the Affidavit Affecting Title - which once notarized, a digital copy will be available to every owner upon request.

Tee Pee Ranch Landowners' Association (TPLOA) Official Statement of Operations & Enforcement Policy

This Corporate Resolution Give us Authority to Sign the Affidavit Affecting Title

Effective Date: March 2026

1. Primary Service Mandate (Active Maintenance) The TPLOA Board hereby affirms that its primary fiduciary duty and budgetary priority is the maintenance of shared community assets. The Association consistently and actively maintains, and has maintained since the start of TPLOA:

- **Roadways:** Regular grading, drainage management, and repair of all subdivision roads.
- **Community Well:** Continuous operation of the shared well.
- **Common Area (Pavilion):** Structural maintenance and upkeep of the community pavilion for member use.
- *Assessments (Dues) are strictly allocated to the preservation of these essential services.*

2. Restrictive Covenants (Notice of Non-Enforcement) Notice is hereby given that the residential "lifestyle" restrictions found in the 1988 CC&Rs (including architectural standards, building materials, setbacks, secondary structures, and usage) have not been proactively enforced by the Association for a period exceeding ten (10) years, if ever. We have received testimony from multiple long time residents that these rules have never been enforced.

3. Legal Standing: Waiver and Abandonment Due to the "Mathematical Impossibility" of the current voting thresholds (requiring 192 "Yes" votes from 196 unique owners, as of the time of this writing and likely unchanged in the near future) and the presence of widespread, open, and notorious violations of the CC&Rs throughout the Ranch, the Board has determined that these restrictive provisions are effectively abandoned, and have been abandoned decades ago. Any attempt at selective enforcement would likely be deemed arbitrary and unenforceable by a court of law and therefore a waste of TPLOA resources to attempt to address.

4. Doctrine of Notice for Owners & Buyers Under the legal principle of *Constructive Notice*, all current and prospective owners are deemed to have observed the actual, physical state of the neighborhood.

- **Buyers:** You accepted the community "as-is" upon purchase, including the visible non-enforcement of 1988 architectural, usage and related standards which has gone unenforced by multiple boards, across many years and made of unique groups of residents.
- **'Complainers':** The Board will not expend community funds on neighbor-to-neighbor property disputes or retrospective enforcement of abandoned covenants.

5. Disclosure & Warranty This statement serves as the Association's official disclosure for real estate transactions. The Board warrants the status of road/well dues only; it does not warrant individual lot compliance with 1988 CC&Rs, as those standards are no longer active community benchmarks.

Signed by, on this date: _____

President: _____ Vice President: _____

Treasurer: _____ Secretary: _____

AFFIDAVIT OF ABANDONMENT OF RESTRICTIVE COVENANTS

STATE OF NEW MEXICO, COUNTY OF CATRON

****To Be Filed With The Catron County Clerk as ‘Affidavit Affecting Title’***

BEFORE ME, the undersigned authority, personally appeared the Board of Directors of the Tee Pee Ranch Landowners’ Association, who, being by me first duly sworn, depose and say:

1. That the TPLOA is active only in the maintenance of Roads, Wells, and the Pavilion.
2. That the Restrictive Covenants (CC&Rs) of 1988 have been abandoned through a consistent, decades-long history of non-enforcement.
3. That the voting thresholds required to amend said documents are mathematically impossible to achieve (192 votes required from 196 owners, as of 01 March 2026 and unlikely to change). The threshold has been functionally impossible for over a decade and as long as reform has ever been considered.
4. That any person purchasing property within the Ranch takes title with **Actual Notice** (many clear violations seen from a drive around the subdivision) of these abandoned standards.

We, the below signers concur with the above assessment:

Signed by:

Secretary Signature: _____ **Date:** _____

President Signature: _____ **Date:** _____

Vice President Signature: _____ **Date:** _____

Treasurer Signature: _____ **Date:** _____

Executed on _____ [Date] in _____ [City, State].

Sworn to and subscribed before me this _____ [Day] of _____ [Month], _____ [Year].

[Notary Public Signature]

My commission expires: [Date]

[Notary Public Name]

Notary Public, State of [State]

[Notary Seal]

PART 2: The New Bylaws (Service, Not Policing)

Your Home, Your Rules
75% Approval Required
Roads & Well Only
Dues Locked at \$75

THE LEGAL CORE (AMENDED Articles Of Org, CC&Rs & BYLAWS)

The formal legal language required to lock these changes into Catron County and State records and protect your property rights for the long term.

No one person can force you to pay more. Dues locked unless we all vote.

Note: Sometimes new names are rejected by the NM SOS. We searched and there does not appear to be a conflict. Just in case, in order of preference, these names will be submitted:

1. Horse Mountain, Inc.
2. Horse Mountain Road & Well Maintenance Organization, Inc.
3. Horse Mountain Ranch Road & Well Maintenance Organization, Inc.
4. Tee Pee Ranch Road & Well Maintenance Organization, Inc.

2026 Articles of Incorporation

The original, back in ~1988, had the Articles of Incorporation but also included language suggestive of By Laws and CC&Rs. The current proposal is to fully replace and update (technically, amend) the Articles of Incorporation and just use [the version published by the State of New Mexico](#). See below for a sample of those found at the NM Secretary of State. This is consistent with modern filing conventions - rules belong elsewhere. This proposal just makes it clear - our Articles of Incorporation have no rules attached to them (anymore).

New Purpose, New Name

We will submit an amended filing with the most current officers and directors names, as well as an amended name filing to **Horse Mountain, Inc.**, doing business as (d.b.a) **Horse Mountain Road & Well Maintenance Organization** officially abbreviated as “**HM-RWMO**” with the following **doing business as** (DBAs) filed with the state to assist with banking when abbreviated in a different way: HM, Inc., HM-RWMO, Tee Pee Ranch, TPR, TPRLOA, TPLOA, Tee Pee Ranch Land Owners Association, Tee Pee Land Owners Association, Tee Pee Ranch LOA, Tee Pee LOA. This long list of names is *essential* given banking crackdowns for AML/ KYC (Anti-Money Laundering / Know Your Customer) in recent years when people send money or write checks to a non-exact version of our name.

Our Current Board is: Ben Ramer: President, Malcom Wolfe: Vice President, Carmelita C Carrejo: Secretary-Treasurer, Kenneth Carrejo: Member, Don Wood: Member. The below filing has some outdated information. It currently lists David Donaldson as agent and director. Mr. Donaldson is no longer serving on the board or serving as agent.

The below filing, will need to be amended (updated) to reflect current board membership, and current agent, as well as updated to reflect the new name of our organization. We just click on that ‘file amendment’ button and submit our changes.

Business Search Info: Tee Pee

Results: 6

Name	Business ID	Entity Type	Entity Sub-Type	Formed In	Status
TEE PEE CORPORATION	1484625	Domestic Profit Corporation	Domestic Profit	New Mexico	Active
Tee Pee Curios LLC	0008069140	Domestic Limited Liability Company	Domestic LLC	New Mexico	Active
TEE PEE ENTERPRISES, INC.	803627	Domestic Profit Corporation	Domestic Profit	New Mexico	Dissolved
TEE PEE RANCH	933	Foreign Partnership	Limited Partnership	Arizona	Active
TEE PEE RANCH LANDOWNERS' ASSOCIATION <i>Matched Names: TEE PEE RANCH LANDOWNERS&#39; ASSOCIATION TEE PEE RANCH LANDOWNERS&#39; ASSOCIATION</i>	1409085	Domestic Nonprofit Corporation	Domestic Nonprofit	New Mexico	Active
TEEKAY PEEBIE LLC	4102257	Domestic Limited Liability Company	Domestic LLC	New Mexico	Active

TEE PEE RANCH LANDOWNERS' ASSOCIATION

Matched Names: TEE PEE RANCH LANDOWNERS' ASSOCIATION TEE PEE RANCH LANDOWNERS' ASSOCIATION

- File Amendment
- File Annual/Biennial Report
- Request Certificate

Business Name: TEE PEE RANCH LANDOWNERS' ASSOCIATION

Status: Active

Initial Filing Date: 09/28/1988

Entity Type: Domestic Nonprofit Corporation

Entity Sub-Type: Domestic Nonprofit

Formed In: New Mexico

Record #: 1409085

AR Due Date: 05/15/2025

Agent: David Donaldson
36 Lance Ln, 36 Lance Ln, Datil, NM 87821

Directors: Malcom Wolfe: Director
Ben Ramer: Director
Don Wood: Director
Kenneth Carrejo: Director
Carmelita C Carrejo: Director
David Donaldson: Director

Officers: Malcom Wolfe: Vice President
Ben Ramer: President
Carmelita C Carrejo: Secretary-Treasurer

COVENANTS, CONDITIONS AND RESTRICTIONS FOR TEE PEE RANCH LAND OWNERS ASSOCIATION, INC.

The Original CC&Rs remain unchanged as they are impossible to amend through community action.

‘TPLOA CC&Rs’ Summary Update

In legal terms, Abandonment (also known as the Doctrine of Waiver) occurs when the restrictive covenants of a community are no longer enforceable because they have been habitually ignored over a long period.

Here is the "super brief" breakdown of why this applies to our situation:

The "Blind Eye" Rule: If an Association fails to object to open and obvious violations (like non-conforming sheds, cars on the property, or building height) for many years, a court will rule that the Association has "waived" its right to enforce those specific rules.

The "Character of the Neighborhood" Test: Once violations become so widespread that the "average person" can see the rules aren't being followed, the covenants are considered legally "dead." At that point, the neighborhood has fundamentally changed its character.

The "Clean Hands" Problem: A Board cannot suddenly decide to sue one neighbor for a shed if they have allowed 60 other neighbors to build the same shed over the last 20 years. This is "selective enforcement," and it is almost always defeated in court.

Because the math to officially remove the rules is impossible (98% participation), the Doctrine of Abandonment allows us to acknowledge that the rules have already been removed by the community's own actions over the last 30 years. We aren't "killing" the rules; we are simply declaring them "deceased."

The original 1988 CC&Rs can be found here: www.horsemountain.info

2026 AMENDED AND RESTATED BYLAWS

Of the Horse Mountain, Inc.: *A Road & Well Maintenance Organization / RWMO*
(Formerly the Tee Pee Ranch Landowners Association, Inc.)

PREAMBLE & CORPORATE RESOLUTION OF ABANDONMENT

1. Acknowledgment of Legal Paralysis: The 1988 Declarations of Covenants, Conditions, and Restrictions (CC&Rs) require an affirmative vote from 75% of all *Lots* to amend. Due to the current ownership distribution, this requires 192 votes from only 196 unique owners (a 98% participation rate). The Board and the Ownership formally recognize this as a mathematical impossibility that has placed the corporation in a state of legal paralysis.

2. Declaration of Abandonment: Due to decades of open, notorious, and continuous non-enforcement by successive Boards, the "Use Restrictions" and architectural controls within the 1988 CC&Rs are hereby recognized by the Corporation as **legally abandoned and unenforceable under the Doctrine of Waiver**.

3. Survival of Affirmative Covenants: The affirmative obligations within the 1988 CC&Rs—specifically the obligation to pay assessments for the maintenance of shared infrastructure (roads and well)—survive this abandonment.

4. Adoption of New Bylaws: To govern the surviving infrastructure duties, cure the corporate paralysis, and rename the entity to reflect its actual function, the Ownership hereby adopts these 2026 Amended and Restated Bylaws to supersede and replace all previous Bylaws.

ARTICLE I: NAME, PURPOSE & LIMITATION OF SCOPE

Section 1. Name: The name of the corporation is the **Horse Mountain, Inc.: A Road & Well Maintenance Organization (RWMO)**. FORMERLY: Tee Pee Ranch Land Owners Association Subdivision, Phases I, II, and III.

Section 2. Purpose: The Organization is a service entity organized exclusively as a road, well, and pavilion maintenance organization. It does not contemplate pecuniary gain or profit to its members.

Section 3. Absolute Limitation of Scope: The Board's mandate is strictly to support the community's infrastructure. The Organization and its Board must not engage in the enforcement of property use, aesthetic standards, or lifestyle restrictions. Any expenditure of corporate funds on architectural policing is strictly prohibited.

ARTICLE II: OWNERSHIP, MEETINGS & VOTING

Section 1. The "Unique Owner" Voting Metric: To cure the historical mathematical impossibility of lot-based voting and restore corporate function under the Doctrine of Necessity, the Organization hereby governs itself via a "One Man, One Vote" standard for corporate actions.

- **Rule:** Each Unique Owner (human or legal entity, as recorded with the Catron County Assessor on your Deed) is entitled to exactly one (1) vote, regardless of the number of Lots owned. Voting Membership shall be appurtenant to ownership (it sticks to the land) and may not be separated from ownership of any Lot.
- **Co-Ownership:** If multiple people own a Lot(s), they must determine how their one (1) collective vote is cast. Example, John and Jane Doe are a married couple and own two lots. If 'John & Jane Doe' are recorded as owners on both lots on their Deed, they are entitled to one vote. If John Doe owns one lot, and Jane Doe owns the other lot, and they are still married, they are entitled to two votes because of how it is recorded on their deed.

Section 2. Meetings: If the Board fails to call or cancel an annual meeting, The Annual Meeting will be held at the community pavilion on the Saturday after Labor Day (September) at 1:00 p.m.

Section 3. Quorum: Given the number of unique owners may change year to year, the presence of Lot Owners or proxies representing ten percent (10%) of the total Lots constitutes a quorum for conducting corporate business. NOTE: Special voting thresholds noted elsewhere in Bylaws corresponds to numbers of Unique Owners, a different metric from Quorum to hold a meeting.

If the required quorum is not present, the meeting may be adjourned and reconvened at a later date, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Notice of the subsequent meeting need not be given if the place, date and hour are announced at the adjourned meeting.

Section 4. Notice & Digital Meetings: Written notice must be delivered 10 to 50 days before a meeting. Virtual attendance (e.g., Zoom) may be offered; digital participants count toward quorum and may vote electronically.

Section 5. Proxies: Owners may vote by revocable proxy executed in writing. Proxies must be registered with the Secretary no later than ten (10) days before the meeting. A proxy without an end date remains valid until revoked in writing or upon transfer of the Lot.

ARTICLE III: BOARD OF DIRECTORS

Section 1. Composition & Term: Managed by a Board of at least three (3) Directors serving staggered three-year terms. Starting with the first election after adoption of these Bylaws, the Board shall transition to electing one Director each year so that terms are staggered. After the transition, one Director shall be elected annually at the Annual Meeting to fill the seat whose term is expiring.

Section 2. Officers and Duties: The Board shall elect a President, Vice-President, Secretary, and Treasurer at the first Board meeting after each Annual Meeting.

- a) President: Presides at all Board and Owner meetings; signs instruments on behalf of the Association; carries out Board resolutions.
- b) Vice-President: Acts in the President's absence and performs other duties assigned by the Board.
- c) Secretary: Records minutes, maintains Owner list and addresses, serves notices.
- d) Treasurer: Receives and deposits funds, disburses as directed by the Board, keeps financial records.

Section 3. Limitation of Authority: The Board of Directors has NO authority to enforce the "Use Recommendations" in Article III. The Board's enforcement powers are strictly limited to the collection of dues and the maintenance of shared infrastructure (Roads, Well, Pavilion).

Section 4. Eligibility for Board Membership: Any Unique Owner who is in good standing (current on dues, including via the one-time amnesty) and has owned property in the Ranch for at least one year. No two members of the same household or immediate family may serve simultaneously.

Section 5. Compensation. No Director or member of their household shall receive compensation for service to the Association. Directors may be reimbursed for actual, documented expenses with receipts approved by the Board.

Section 6. Vacancies. If a Director position becomes vacant, the remaining Directors may unanimously appoint a qualified Owner to serve until the next Annual Meeting.

Section 7. Action Without Meeting. The Board may take action without a meeting if all Directors sign a written consent that is filed with the minutes.

Section 8. Mandatory Board Duties:

- **a) Corporate Compliance:** The Board must file Form 1120-H or Form 990-N annually with the IRS. Failure to file for two consecutive years triggers an automatic removal vote.

- **b) Duty to Log:** The Board must maintain a visible 'Work Log' tracking exactly when each road segment was graded or improved.
- **c) Financial Transparency:** Bank statements and financial reports must be accessible to owners within 60 days of generation.
- **d) Minutes Rule:** Meetings must follow a "Motion > Vote > Done" template to ensure brevity.

Section 9. Professional Management & Safety Valve: The Board must hire a bonded, professional, third-party bookkeeper. The Board may assume temporary financial control only after filing a "Sworn Affidavit of Search" documenting failed attempts to hire a professional.

Section 10. Removal of Directors. Any Director may be removed from the Board under two distinct tracks:

Track A: Removal Without Cause (Community Vote) A Director may be removed, with or without cause, by a **66% vote of all Unique Owners**. This process is initiated by a petition signed by at least **10% of all Unique Owners**, followed by a Special Meeting held within 30 days. If the Board refuses to call a meeting after a valid petition, any Owner may ask the Catron County District Court to order the meeting.

Track B: Removal FOR CAUSE (Board or Owner Action) A Director may be removed immediately upon a **unanimous vote of the remaining Directors** (or a simple majority of a quorum of Owners) if it is determined that "Cause" exists.

Section 11. Definition of "Cause". For the purposes of these Bylaws, "Cause" is strictly defined as any of the following:

- **a) Breach of Mandate:** Any attempt to expend Organization funds or use the Board's position to enforce aesthetic, architectural, or "Use Recommendation" standards (Article VI), which have been declared abandoned. Acting against the explicit vote of the community.
- **b) Financial Malfeasance:** Conviction of a felony involving theft, fraud, or dishonesty, or the commingling of personal funds with Organization funds.
- **c) Failure to Perform Mandatory Duties:** Failure to file required IRS or State corporate tax/reporting forms for two (2) consecutive years, or failure to maintain the "Work Log" (Article III, Section 3) for more than 180 days.
- **d) Non-Attendance:** Failure to attend three (3) consecutive properly noticed Board meetings without a valid medical or emergency excuse.
- **e) Loss of Eligibility:** Ceasing to be a "Unique Owner" in good standing (e.g., selling all property in the subdivision).

Section 12. Severability: If any provision is found invalid by a court, the remaining provisions remain in full force.

ARTICLE IV: ASSESSMENTS AND REVENUE (Administering Surviving CC&Rs)

Section 1. Uniform Rate: While voting is calculated per *Unique Owner*, the surviving infrastructure assessments (dues) continue to run with the land and are calculated per *Lot*. Assessments shall be at a uniform rate for all Lots (\$75.00 per year per lot). The Board is expressly prohibited from raising dues of their own accord.

Section 2. Due Date: All assessments are due by January 31st of each year and due without demand (owners must send in annual payment without a formal bill/request).

Section 3. Nonpayment & Liens: Any assessment not paid within 30 days of the due date (January 31st) shall become a lien upon the Lot, subject to late charges and enforceable by foreclosure.

Section 4. One-Time Amnesty: Upon approval of these Bylaws, an amnesty program allows any Owner more than three years delinquent to become current by paying the equivalent of the most recent three years' assessments (\$225) for each lot past due. This window closes 90 days after approval.

Section 5. Asset Liquidation: The Organization may sell land it owns (excluding the well site and roads) via a 75% vote of Unique Owners. Proceeds from asset sales are strictly restricted to permanent infrastructure improvements (gravel, culverts, well upgrades).

ARTICLE V: ROAD MAINTENANCE & EMERGENCIES

Section 1. Objective Maintenance: An Annual Road Report detailing priorities must be provided before the Annual Meeting. An objective "Road Score" may be used to tie-break repair priorities.

Section 2. Emergency Spending vs. Assessments:

- **Emergency Action (Cash on Hand):** The Board may spend up to 33% of annual revenue to fix a triggered emergency. This expires in 60 days and requires after-the-fact Owner ratification.

- **Emergency Assessment (New Bill):** A sudden emergency levy requiring *new* money is strictly subject to a prior vote of 66% of all Unique Owners.

Section 2. Emergency Triggers - WHAT IS AN EMERGENCY?: An emergency exists *only* if a main artery is impassable, the well is nonfunctional, or a natural disaster causes imminent infrastructure failure as defined below. ***Long term neglect is not an emergency.***

Subsection 1. Trigger. An emergency exists only if one of the following is true:

- A main artery is impassable to emergency vehicles
- The well is nonfunctional
- A natural disaster causes imminent infrastructure failure
- A government authority issues an access or safety warning

Subsection 2. Scope. Emergency authority applies only to:

- Roads
- Well
- Pavilion (if applicable)
- No spillover into aesthetics, conduct, or land use

Subsection 3. Time limit

- Emergency powers expire automatically after 60 days
- Any continuation requires Owner ratification

Subsection 4. After-the-fact accountability/ratification

- Mandatory written report
- Mandatory vote at the next meeting
- Explicit ability for Owners to reject or ratify costs
- "after-the-fact ratification" *only* applies to the capped emergency spending from existing funds of 33% of annual revenue [currently, $(255*75)*.33=6,311.25$] before approval from the owners is required. A board can *never* issue an Emergency Assessment (a demand for new money) without getting the 66% vote *before* the bill is sent to owners. In other words, **Emergency Action** (spending existing cash on hand) is not the same as **Emergency Assessment** (levying a new bill on the owners).
- If the board spends emergency funds and the community subsequently votes to *reject* the ratification, the board members who authorized the spending are personally liable to reimburse the Organization. Emergency spending before a vote can be held should meet the 'reasonable person' test, should this need outside adjudication.

This does two things:

- Lets the board act fast **without fear when** it is clearly an emergency
- Prevents "emergency creep" from becoming governance by fiat. Or 'there is an emergency gravel need to my front door.'

The board is strongest when it can act *temporarily* without becoming powerful *permanently*.

ARTICLE VI: USE RECOMMENDATIONS (NON-BINDING)

Because the 1988 Use Restrictions are legally abandoned, the Organization offers the following as non-binding community recommendations. They create no legal obligation, and the Organization assumes no liability for an Owner's failure to follow them.

- **Section 1:** Natural vegetation should be left undisturbed where possible.
- **Section 2:** Owners are encouraged to keep lots clean; no dumping in arroyos.
- **Section 3:** It is recommended structures be placed 40 feet from street lines and 15 feet from side lines.
- **Section 4:** Owners should avoid activities that disturb the peace.
- **Section 5:** Structures should be designed to blend with the natural terrain.

ARTICLE VII: ENTRENCHED RIGHTS & VOTING THRESHOLDS

Section 1. The Four Tiers of Voting:

- **Tier 1 – Ordinary Governance (Majority of Quorum):** Applies to annual budgets, routine road work, and Board elections.
- **Tier 2 – Financial Impact (66% of Unique Owners):** Applies to Emergency Assessments and Board Removal.
- **Tier 3 – Structural Decisions (75% of Unique Owners):** Applies to Bylaw amendments, ownership structure, and asset liquidation.
- **Tier 4 – Adding New Use Restrictions (90% Double-Vote):** Because the original restrictions were abandoned, no new aesthetic, architectural, or lifestyle restriction may be added unless approved by **90% of all Unique Owners** in two separate votes held at least six months apart (cooling off period). Any such rules sunset after 10 years unless reapproved. We accept these Restrictions With Heightened Deliberative Consent.

Section 2. Notice of Extraordinary Significance: Tier 4 votes require "Enhanced Notice" which includes use of **Certified Mail**. This makes the 90% threshold 'Explicit Consent' and solves for the "missing owner" problem (the 25% who never check their mail).

Section 3. The Safety Valve: The 90% threshold shall remain in effect unless a court of competent jurisdiction finds that the purpose of the Organization has been frustrated by unforeseen economic or physical changes, rendering the current restrictions obsolete under the Doctrine of Changed Conditions.

ARTICLE VII: AMENDMENTS

Section 1. Replacement: These Bylaws supersede and replace all previous versions in their entirety.

Section 2. Recording: Any amendment shall be effective only when recorded in the Office of the County Clerk of Catron County, New Mexico and, if necessary, New Mexico Secretary of State.

Recording Secretary Certification

We, the undersigned, certify that the votes were recorded in excess of 75% of all lot owners and that all votes were cast by Owners in good standing or authorized proxies during the meeting held on the date specified.

Secretary Signature: _____ **Date:** _____

President Signature: _____ **Date:** _____

Vice President Signature: _____ **Date:** _____

Treasurer Signature: _____ **Date:** _____

You Just Finished Packet 3.

[Click here for Packet 4.](#)

Get the rest of the proposal here:

www.horsemountain.info

Please send us your email address (even if you think we have it) to horsemountaininc@gmail.com. Please tell us your name and lot numbers (if you know or we can look it up for you).