

TPLOA 2026 Proposal

PACKET 4 – COMPLETE SET OF FORMS (33 PAGES)

The forms packet including 2026 TPLOA  
Corporate Resolution.

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

Get the full proposal at: [www.horsemountain.info](http://www.horsemountain.info)

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Get The Full Document at [www.horsemountain.info](http://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]

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

## **All The Forms For Implementation**

## **Part 1 Forms**

### **Forms to Help Document the Reality of Abandoned CC&Rs**

**SWORN AFFIDAVIT OF FORMER BOARD MEMBERS & OFFICERS (Voluntary)**  
**SWORN AFFIDAVIT OF Property Owners**

**STATE OF NEW MEXICO**

**COUNTY OF CATRON**

**SWORN AFFIDAVIT OF FORMER BOARD MEMBERS & OFFICERS (Voluntary)**

*\*For the Organization's Legal File*

I, [Name] \_\_\_\_\_, being first duly sworn, state:

I served as  President, or  Board Member of the Tee Pee Ranch Landowners' Association from [years] \_\_\_\_\_.

During my tenure, the Association never enforced any aesthetic, architectural, or use restrictions in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs).

I have been a resident/owner since \_\_\_\_\_.

Since purchasing my lot, and to my knowledge, no enforcement actions (e.g., letters, fines, liens, lawsuits) were ever taken against any owner for CC&R violations.

Executed on \_\_\_\_\_ [Date] in \_\_\_\_\_ [City, State].

\_\_\_\_\_ [Signature]

\_\_\_\_\_ [Full Name]

\_\_\_\_\_ [Position, if any, in Land Owners Association]

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

[Notary Public Signature]  
[Notary Public Name]  
Notary Public, State of [State]  
Seal]

My commission expires: [Date]  
[Notary]

**STATE OF NEW MEXICO**

**COUNTY OF CATRON**

**SWORN AFFIDAVIT OF Property Owners**

**General Owner Attestation (Voluntary for all owners)**

*\*For the Organization's Legal File*

I, \_\_\_\_\_, attest that:

I purchased my property in (year):\_\_\_\_\_.

To my knowledge, the aesthetic and use restrictions in the 1988 CC&Rs have been openly violated and not enforced for many years.

I have never filed legal proceedings or run for the Board to challenge this non-enforcement. I understand this is simply acknowledging the reality of how Tee Pee Ranch has operated.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Executed on \_\_\_\_\_[Date] in  
\_\_\_\_\_[City, State].

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

[Notary Public Signature]  
[Notary Public Name]  
Notary Public, State of [State]  
Seal]

My commission expires: [Date]  
[Notary

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

## **Part 2 Forms**

**Forms To Use To Vote on This Proposal**

**Road Forms**

**Annual Report Forms**

**One-Time Amnesty Application**

**Bookkeeper Sworn Affidavit**

**RWMO EMERGENCY DECLARATION FORM**

**Checklist for implementation of this plan**

# TPLOA REFORM PROPOSAL (For Board Use On Voting Day)

## VOTE TRACKING SHEET

Meeting Date: \_\_\_\_\_

Measure	In-Person YES	Proxy YES	Total YES	Result
<b>2026 Reform for Owners</b>				Pass / Fail
				Pass / Fail
				Pass / Fail
				Pass / Fail
				Pass / Fail
				Pass / Fail
				Pass / Fail
				Pass / Fail
				Pass / Fail

| Total Lots: 255 | 90%:230 | **75% Goal For This Vote:192** | 66%: 169 | Majority: 128 | 26+ For Quorum |

**Quorum Check:**

- Lots in Person: \_\_\_\_\_
- Lots by Proxy: \_\_\_\_\_
- **Total Attendance:** \_\_\_\_\_

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

## **Forms To Consider To Ensure The Roads Are Maintained Fairly**

The standardized checklists and road-scoring tools can be used every year to ensure the Board remains transparent and focused only on infrastructure. It is an attempt to objectively (as possible) compare roads. The Board is not obliged to score all roads every year. These forms are intended to help discuss the priorities identified by the board and to advocate for repairs.

**RWMO Individual Road Score (Optional)**

Road Name: \_\_\_\_\_ . Date of Assessment: \_\_\_\_\_ .

Person Assessing: \_\_\_\_\_ . Total Score: [\_\_\_\_\_/100]

1. Surface Condition (0-20 points). Score: [\_\_\_\_\_]
  - 20: Excellent condition, no visible distress
  - 10: Moderate wear, minor distress
  - 0: Poor condition, significant distress
2. Last Grading (0-10 points) -low score equals a higher priority. Score: [\_\_\_\_\_]
  - Date of Last Grading: \_\_\_\_\_ .
  - 10: Graded within the last year
  - 09: Graded two years ago
  - 08: Graded three years ago
  - 07: Graded four years ago
  - 06: Graded five years ago
  - 05: Graded six years ago
  - 04: Graded seven years ago
  - 03: Graded eight years ago
  - 02: Graded nine years ago
  - 01: Graded ten years ago
  - 00: Don't know.
3. Gravel/Road Base Application (0-10 points) -low score is a higher priority. Score: [\_\_\_\_\_]
  - Date of Last Gravel/Road Base: \_\_\_\_\_ .
  - 10: Gravel within the last two years
  - 09: Gravel 3-4 years ago
  - 08: Gravel 5-6 years ago
  - 07: Gravel 7-8 years ago
  - 06: Gravel 9-10 years ago
  - 05: Gravel 11-12 years ago
  - 04: Gravel 13-14 years ago
  - 03: Gravel 15-16 years ago
  - 02: Gravel 17-18 years ago
  - 01: Gravel 19-20 years ago
  - 00: Never done.
4. Problematic Areas (0-10 points). Score: [\_\_\_\_\_]
  - 10: Few or no problematic areas
  - 0: Multiple problematic areas
5. Passability (0-10 points). Score: [\_\_\_\_\_]
  - 10: Easily passable in all weather conditions
  - 0: Difficult to pass in certain conditions
6. Road Classification (0-10 points) -low score is a higher priority. Score: [\_\_\_\_\_]
  - 10: Tertiary Road
  - 05: Secondary road
  - 0: Major artery or primary road (needs annual attention)
7. Drainage Adequacy & Culvert Conditions (0-10 points). Score: [\_\_\_\_\_]
  - 10: Good drainage
  - 0: Poor drainage
8. Residential Status (0-10 points). Score: [\_\_\_\_\_]
  - 10: Full-time residents
  - 5: Part-time residents
  - 0: No residents
9. Special Access Considerations (0-5 points) - Lower is a higher priority. Score: [\_\_\_\_\_]
  - 5: No such need known
  - 0: Owner with special needs (for example medical or caretaker access in bad weather)
10. Safety Concerns (0-5 points). Score: [\_\_\_\_\_]
  - 5: No significant safety issues
  - 0: Presence of safety hazards

**Priority Ranking:** Scores under 40 = Immediate Action; 40-70 = Scheduled; 70+ = Monitoring.

## **OPTIONAL ANNUAL 'ALL ROAD' CONDITION SUMMARY**

**Total Network Length: ~17.37 Miles | Total Roads: 18 Segments**

This summary provides a "snapshot" of our entire road network based on the 100-Point Road Rating System. Roads with lower scores are prioritized for immediate maintenance and gravel application.

### **Road Priority & Scoring Dashboard**

Road Name	Approx. Length	Current Score (/100)	Priority Level
<b>Wilderness Circle</b> (Inner/Outer/Straight)	3.15 Mi		
<b>Tee Pee Trail</b> (Main Section)	2.00 Mi		
<b>Comeback Way</b>	1.65 Mi		
<b>Tee Pee Trail</b> (State Access)	1.64 Mi		
<b>Wilderness Lane</b>	1.38 Mi		
<b>High Plains Road</b>	1.16 Mi		
<b>Wilderness Way</b>	1.05 Mi		
<b>Wagon Trail</b>	1.03 Mi		
<b>Spring Road</b>	0.72 Mi		
<b>Papoose Place</b>	0.64 Mi		
<b>Long Bow Lane</b>	0.62 Mi		
<b>Crooked Arrow</b>	0.58 Mi		
<b>Lance Lane</b>	0.56 Mi		
<b>Ranch Road</b>	0.42 Mi		
<b>Medicine Bowl Road</b>	0.34 Mi		
<b>Buffalo Gap</b>	0.17 Mi		
<b>Crooked Arrow Court</b>	0.14 Mi		
<b>End-O-Trail</b>	0.11 Mi		

### **Understanding the Scores**

- **0–40 (CRITICAL):** Immediate structural repair, grading, or heavy gravel base required.
- **41–70 (MONITOR/MAINTAIN):** Standard annual grading; minor drainage work.
- **71–100 (STABLE):** Good condition; minimal intervention required this fiscal year.

## **‘Sample’ Road Maintenance Annual Report/Summary**

### **2026 RWMO Road Plan**

- **Current Funds:** \$XX,XXX
- **Top Priority:** Wilderness Lane (Score: 32) – Requires 4 loads of gravel and culvert clearing. Estimated Cost: \$3,200.
- **Secondary Priority:** Buffalo Gap (Score: 45) – Grading only. Estimated Cost: \$800.
- **Long-Term Goal:** Increase road base on Major Arteries over the next 3 years.
- **Owner Action:** Please review the attached Road Scores. We will vote to approve this spending at the September Meeting.

Attach Road Score Summary (individual road sheets upon request)

## OFFICIAL STATEMENT: THE ROADS WE MAINTAIN

**Statement of Fact regarding Our Road Network (2026):** The RWMO recognizes approximately 17.37 miles of infrastructure as the "Maintained Network." This network is defined by the **2026 RWMO Official Road Map** (derived from the Fire Department Access Map).

- **Maintained Roads:** Includes all through-roads and segments serving two or more distinct property owners.
- **Common Infrastructure:** Includes designated access trails to the BLM Wilderness Area, the Community Well site, and the Pavilion.
- **Excluded Private Driveways:** Any road, spur, or trail serving only one lot/property owner—regardless of whether it has a street sign or a custom name—is classified as a "Private Driveway" and is the sole maintenance responsibility of that owner. The RWMO will not allocate gravel or grading services to these private spurs.

## 2. THE "EMERGENCY ACCESS" RULE

**Section 1: Fire & EMS Priority.** The "Maintained Network" is specifically designed to align with the access requirements of the local Fire Department and EMS. The Organization's primary goal is to ensure that no "Maintained Segment" falls below a **Score of 40**, as this represents the threshold where emergency vehicle access becomes compromised.

**Section 2: Signage Policy.** To prevent confusion for emergency responders, the RWMO will only maintain or install signage for the Official Maintained Network. Private driveway signs installed by owners are recognized as "Aesthetic Additions" and do not confer any maintenance obligation upon the Organization.

This statement includes, by reference: EXHIBIT A: THE COMPLETE ROAD LIST and Exhibit B: Actual Serviceable Network / Fire Department Access Map.

Adopted on: \_\_\_\_\_

Signed by:

**Secretary Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**President Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Vice President Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Treasurer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## EXHIBIT A: THE COMPLETE ROAD LIST

**Land** - The RWMO owns the pavilion site which includes the club house, covered area and the well house (and the triangle of land around it). The RWMO also owns a former well location on Crooked Arrow next to Spring Road. From Time to time, the RWMO will also own parcels which may be abandoned, gifted or foreclosed upon.

**Trails** - Two access trails to the Horse Mountain BLM Wilderness area are owned and managed by the RWMO.

### Named Roads

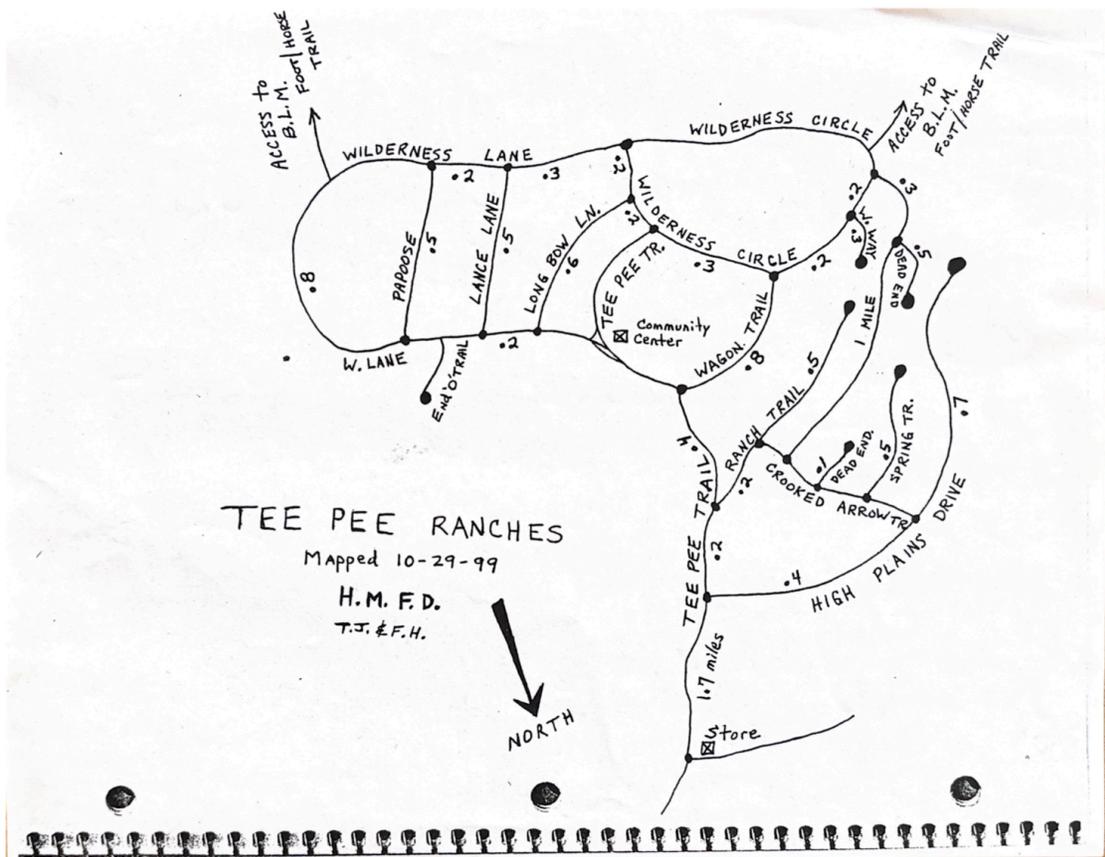
1. Tee Pee Trail - State Access Road - 1.64 Miles
2. Tee Pee Trail - 2.0 miles
3. Ranch Road - 2,191.98 ft
4. Wagon Trail - 1.03 mi
5. Long Bow Lane - 3,278.19 ft
6. Lance Lane - 2,970.82 ft
7. End-O-trail - 594.58 ft
8. Papoose Place - 3,402.62 ft
9. Wilderness Lane -1.38 Miles
10. Wilderness Circle - Inner (1.21 mi) + outer (1.20 mi) portions + straightaway (3,910.03 ft)
11. Wilderness Way - 1.05 mi when going through that private property so it is less, not sure of the exact boundaries to subtract.
12. Medicine Bowl Road - 1,805.98 ft
13. Comeback Way - 1.65 mi
14. Crooked Arrow - 3,082.43 ft
15. Buffalo Gap - 922.28 ft (not sure where it becomes private property.
16. Spring Road - 3,784.63 ft
17. Crooked Arrow Court - 712.61 ft
18. High Plains Road - 1.16 mi (im not exactly sure where the road ends.
19. Two Wilderness access trails (on RWMO property). Upper and Lower Access Points

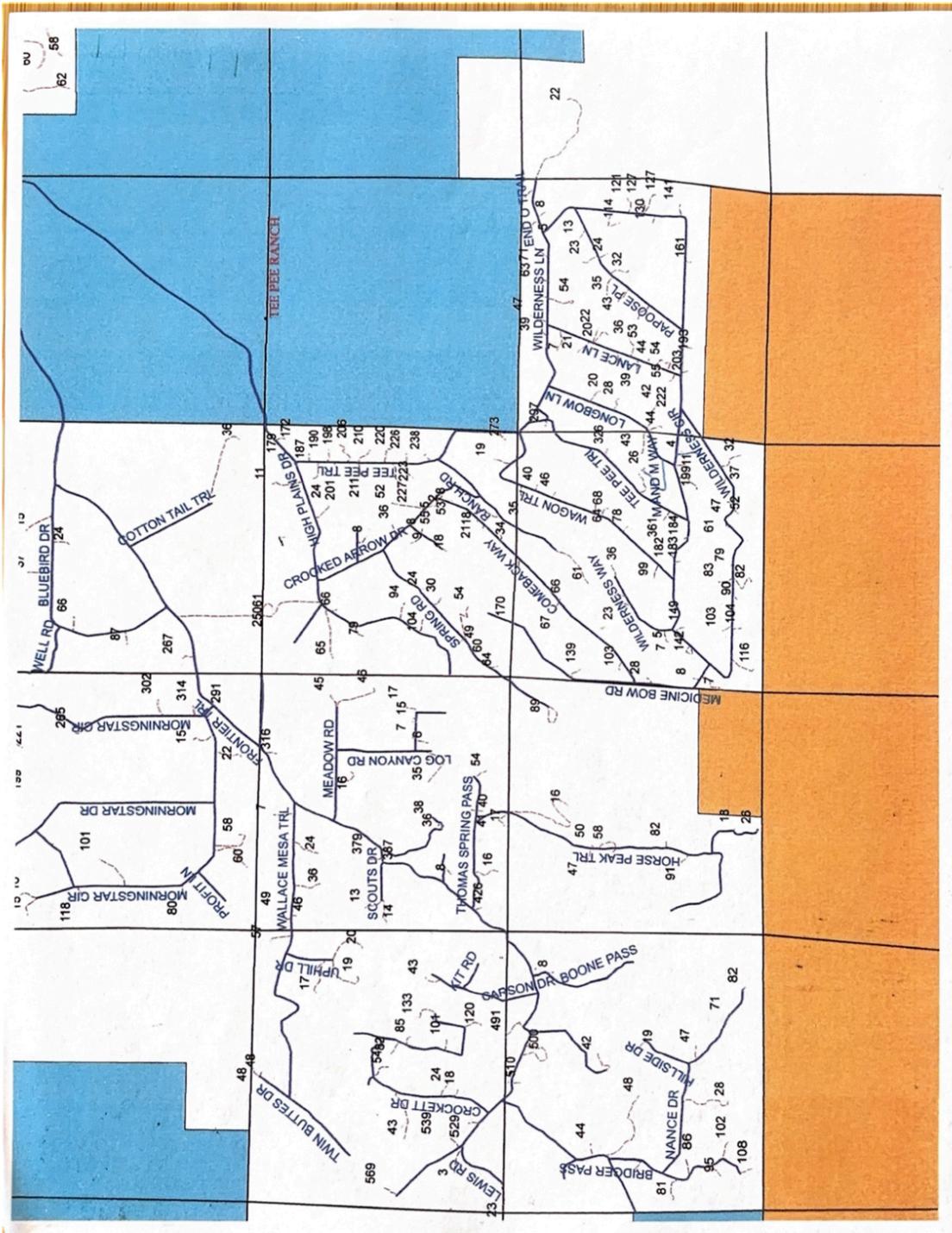
Math: 12.32 miles + 5.04851326 miles (from 26,656.15 ft) = 17.36851326 miles

## Exhibit B: Actual Serviceable Network / Fire Department Access Map

**Fire Department Access Map:** The map submitted to the fire department represents the **Actual Serviceable Network**. In a court of law, if we are sued for not maintaining a road, we can point to that map and say, "This is the documented infrastructure we committed to maintain for emergency safety." This addresses the fact that some people 'name' their driveway or may try to make a claim that some of their bulldozer work is in fact a RWMO road. Additionally, the RWMO has ceded territory over the years, such as the former landfill site, and sections of road servicing just a single lot as well as added land, such as the wilderness access pathways.

The attached map is hereby **"authenticated,"** and **incorporated by reference.** The Maintained Network is defined as the segments illustrated in Exhibit A: EXHIBIT A: THE OMNIBUS ROAD LIST, and Exhibit B (The RWMO Official Road Map), which is the baseline access map utilized by local emergency services. The Organization maintains only those segments that provide through-access or serve more than one property owner. Single-user spurs are the responsibility of the individual owner. This prevents the RWMO from being a "private driveway service" for a few lucky Owners.





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

## **ANNUAL REPORT FORMS**

*The standardized tools we will use every year to keep the Board transparent and the roads graded.*

# Multiyear Annual Budget

## TPRLOA Financial Statement

	Current Year	Last Year	Year Before	Year Before That
<b>BEGINNING BALANCE</b>				
<b>INCOME-DUES</b>				
<b>EXPENSES - DETAILS</b>				
Roads - Materials				
Roads - Labor				
Roads - Grading				
Catron County Clerk - Liens				
Socorro Electric				
Office Supplies				
NM Secretary of State				
USPS - Mailbox Rental Fee				
USPS - Stamps				
Annual Report - Postage				
Annual Report - Printing/ Stuffing				
Old Republic Surety Group - State Road Right of Way				
Other - Labor				
Other - Repairs/Materials				
Other				
Other				
Other				
<b>TOTAL EXPENSES</b>				
<b>INCOME LESS EXPENSES</b>				
<b>CLOSING BALANCE</b>				

**Why Multi-year:** Without it, one cannot see trends or evaluate the data presented in context.

# PROPOSED Annual Meeting Minutes Form

To standardize the information, the below sample content is the minimum necessary.

## RWMO Annual Meeting Minutes Template

Date: \_\_\_\_\_, 20\_\_ | Location: \_\_\_\_\_ | Start Time: \_\_\_\_\_

### 1. Attendance & Governance

- **Quorum Verification:** Total Lots Represented: \_\_\_\_ / 255. 25 Lots need representation in order to hold an official meeting (Not Quorum of Unique Owners as that changes).
- **Meeting Type:**  Regular Annual Meeting |  Special Meeting.
- **Approval of Prior Minutes:** Dated \_\_\_\_\_ approved?  Yes  No.

### 2. Annual Compliance Checklist

#	Item	Yes	No/NA	Notes / Resolutions / Details
1	<b>Tax Compliance:</b> Review 1120-H filing status.	<input type="checkbox"/>	<input type="checkbox"/>	
2	<b>Insurance Review:</b> Liability and D&O policies or claims.	<input type="checkbox"/>	<input type="checkbox"/>	
3	<b>Ownership Changes:</b> Updated list of 255 owners.	<input type="checkbox"/>	<input type="checkbox"/>	
4	<b>Financial Report:</b> Reviewed P&L and Balance Sheet.	<input type="checkbox"/>	<input type="checkbox"/>	
5	<b>Agent Status:</b> Registered agent address verified.	<input type="checkbox"/>	<input type="checkbox"/>	
6	<b>Elections:</b> Re-election of Board or Road Agent.	<input type="checkbox"/>	<input type="checkbox"/>	
7	<b>Conflict Disclosure:</b> Identify any board-related contracts.	<input type="checkbox"/>	<input type="checkbox"/>	

### 3. Infrastructure & Maintenance (Special Focus)

The Organization’s primary mission is the road network and well.

- **Current Infrastructure Fund Balance:** \$ \_\_\_\_\_

- **Annual Road Score Review:**
  - **Priority 1:** \_\_\_\_\_ (Score: \_\_\_\_ ) | Est. Cost: \$ \_\_\_\_\_
  - **Priority 2:** \_\_\_\_\_ (Score: \_\_\_\_ ) | Est. Cost: \$ \_\_\_\_\_
- **Well/Pavilion Status:** Maintenance needs or capital improvements discussed?  
 Yes  No.

**4. Decisions & Votes**

- **Assessment Rate:** Approved at **\$75.00** per lot for next fiscal year?  Yes  No.  
 (Cannot be changed without 75% of unique owner approval)
- **Amnesty Program:** Discussion on three-year collection limit.

**5. Certifications & Adjournment**

These minutes are a true record of the meeting.

**Board Member Signatures:**

President	Vice President	Treasurer
Secretary	Member-at-Large	Member-at-Large

**Adjournment Time:** \_\_\_\_\_

## Horse Mountain: *A Road & Well Maintenance Organization* (RWMO)

### One-Time Per Lot Amnesty Application

Purpose: This one-time amnesty program allows owners more than three years behind on dues to become fully current and regain full voting rights by paying \$225 per lot (equivalent to the last three years' dues). This is available only if the 2026 reform proposal passes. Submit this form with payment to the Board Secretary within 90 days of approval.

#### Step 1: Your Info (Required)

Owner Name(s): \_\_\_\_\_

Lot Number(s): \_\_\_\_\_ (If unknown, we will look it up based on your name).

Address:

\_\_\_\_\_

Phone/Email (optional):

\_\_\_\_\_

#### Step 2: Payment Confirmation

I am enclosing \$225 per lot (check payable to "Tee Pee Ranch RWMO" or electronic transfer to [insert account details]\_\_\_\_\_.

Check enclosed  Electronic transfer

#### Step 3: Agreement (Required)

By signing below, I agree to pay future dues on time and waive any past claims against the Association, now or soon to be known as Horse Mountain, Inc.

Signature: \_\_\_\_\_ Date:

\_\_\_\_\_

Bottom Line:

Once processed, you are current and in good standing. No more old debts, no liens. Welcome back!

Submit To: Board Secretary, Tee Pee Ranch RWMO, PO Box 202, Datil NM 87821 or email to [insert email]\_\_\_\_\_.

## SWORN AFFIDAVIT

*To be used by the Board if a professional bookkeeper cannot be sourced.*

"I, [Name] \_\_\_\_\_, [Position] \_\_\_\_\_, swear under penalty of perjury that:

1. We conducted a 90-day search for a bonded, external bookkeeper including public posting on a major job board (e.g., Indeed/LinkedIn) for at least 30 days prior to signing.
2. No qualified candidates were found willing to service the remote location/account type.
3. Therefore, the Board will assume temporary financial control with dual-signature requirements and monthly public updates until a professional is secured.”
4. This temporary measure will remain in effect until a suitable external bookkeeper can be found and hired. We will continue the search.
5. During this period, the Board will implement strict financial controls, including:
  - Regular financial audits by an independent certified public accountant
  - Dual signature requirements for all financial transactions
  - Monthly financial reviews during board meetings
  - Adherence to all relevant state laws and regulations regarding homeowners association finances

Executed on \_\_\_\_\_ [Date] in \_\_\_\_\_ [City, State].

\_\_\_\_\_ [Signature] \_\_\_\_\_ [Full Name]

\_\_\_\_\_ [Position in the Organization]

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

[Notary Public Signature]  
[Notary Public Name]  
Notary Public, State of [State]

My commission expires: [Date]  
[Notary Seal]

## RWMO EMERGENCY DECLARATION FORM

### Notice of Expedited Action for Shared Infrastructure

#### SECTION 1: THE EMERGENCY

- **Date/Time of Incident:** \_\_\_\_\_
- **Type of Emergency:** [ ] Road Washout [ ] Well/Water Failure [ ] Safety Hazard [ ] Legal/Insurance Deadline
- **Description of Crisis:**  
\_\_\_\_\_  
\_\_\_\_\_
- **Immediate Consequence of Inaction:** (e.g., "15 lots currently inaccessible by emergency vehicles")  
\_\_\_\_\_  
\_\_\_\_\_

#### SECTION 2: PROPOSED ACTION & SPENDING

- **Action Taken/ Required:** \_\_\_\_\_
- **Estimated Cost:** \$\_\_\_\_\_ (Note: Must not exceed 33% of annual revenue per 2026 Reform rules).
- **Vendor Selected:** \_\_\_\_\_

#### SECTION 3: VERIFICATION (The "Social Proof" Layer)

- **Board Member Signature:** \_\_\_\_\_ (Date: \_\_\_\_\_)
- **Witness 1 (Neighbor/Owner):** \_\_\_\_\_ (Date: \_\_\_\_\_)
- **Witness 2 (Neighbor/Owner):** \_\_\_\_\_ (Date: \_\_\_\_\_)
  - *Note: Witnesses sign to verify that the emergency described in Section 1 is physically present and requires immediate action.*

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

## **Final Analysis:**

How does this compare to previous versions of the Tee Pee Ranch Land Owners Association

Historical Comparison – For Reference Only

## Amendment Process - Does it match the original process for change?

To the best of my knowledge and belief they are indeed consistent. Here are the rules from the 1988 originals (the only ones that legally matter, since the 2025 unilateral version was declared null and void by the board):

Document	Exact Amendment Rule (from Originals)	Does my proposal follow it?
<b>Declaration / CC&amp;Rs</b>	Must be amended by a written instrument signed by 75% of the Association Owners (pages 18 & 23 of 98-TPLOA-OriginalDocs.pdf)	Yes - The proposal explicitly requires and recites 90% of lot owners for any new CC&Rs.
<b>Articles of Incorporation</b>	Board resolution + two-thirds (2/3) vote of the Owners (Article VII)	Yes - We are replacing them entirely via the same Ownership vote at the September meeting. Since we are also getting 75% (which is higher than 2/3), it exceeds the requirement.
<b>Bylaws</b>	"These By-Laws may be amended by action of the Board of Directors" (Article VII)	Yes, and stronger - The proposal uses a Ownership vote (66% or 75%) instead of letting the Board do it alone. This is legally fine and actually protects the community more.
<b>Quorum</b>	30%	No. Now 10%, but higher thresholds on important votes which is a protection against smaller turn out for routine meetings.

## Comparison to the unilateral 2025 bylaws (in case of objections)

The 2025 version was properly declared null, so it has no legal force. This proposal differs in many good ways:

Area	Unilateral 2025 Version	This Proposal	Comment
<b>Quorum</b>	10%	10% (Original was 30% or 75 people)	Fine since 75% threshold for important changes
<b>Proxy</b>	Must be notarized	Simple signed form	Much easier for rural owners
<b>Board Size/Term</b>	Staggered 3-year terms	Keeps 3 directors, no forced staggering yet	Flexible. Staggered has many benefits such as carried forward expertise.

Area	Unilateral 2025 Version	This Proposal	Comment
<b>Amendment of Bylaws</b>	Board can still do a lot unilaterally	The Community Decides - the board implements	Big improvement
<b>Dues / Assessments</b>	Board can adjust	Frozen unless Owners vote	Core to this reform

This proposal is more protective of Owners than both the 1988 originals and the 2025 unilateral version. In a lawsuit, this works in our favor — we are restoring and strengthening Owner control, not weakening it.

### Does this conform to HOA/LOA rules in New Mexico?

We’re not lawyers. It appears to us, that New Mexico has very light regulation of HOAs/ LOAs. The Homeowner Association Act (Chapter 47, Article 16 NMSA 1978) is narrow— it mainly covers record disclosure, meeting notice/quorum/voting basics, budgets/audits, resale disclosures, flag rights, and some enforcement. It does not micromanage Ownership classes, dues structures, amendment thresholds, or custom exemptions/opt-outs. Our association also falls under the Nonprofit Corporation Act (Chapter 53, Article 8 NMSA 1978) for corporate governance, which is flexible.

The below table focuses on the key elements from the proposal vs. relevant NM statutes (no red flags overall—our setup is permissible via amendment, from my understanding).

Proposal Element	Relevant NM Law / Statute Reference	Does it Conform	Notes / Any ‘watch-outs’
<b>Amendment via 75% Owner vote</b>	Homeowner Association Act does not set a specific threshold— follows these governing docs (our original 1988 CC&Rs require 75%). Nonprofit Act allows bylaws/CC&Rs amendments per articles/bylaws.	Yes — Exceeds any minimum; our originals require 75%, so compliant.	Record amended rules with county clerk promptly (standard real property practice).
<b>Amendment via Ownership vote (Bylaws &amp; Articles)</b>	Nonprofit Corporation Act § 53-8-11 & § 53-8-15: Bylaws can be amended per articles/ bylaws; Ownership voting rights set in bylaws. No state minimum % for bylaws.	Yes — Ownership vote (higher than board-only) is allowed and protective.	Stronger than originals (board could amend bylaws alone); no conflict.

Proposal Element	Relevant NM Law / Statute Reference	Does it Conform	Notes / Any 'watch-outs'
<b>Dues freeze unless Owners vote to raise (community decides)</b>	HOA Act § 47-16-7 & § 47-16-10: Board acts per docs; assessments per declaration. No cap on dues changes unless docs say so. Nonprofit Act allows custom assessment rules.	Yes — Docs can restrict board power; the freeze + vote requirement is enforceable.	Emergency override (75%) is fine if consistent. Ties to "no taxation without representation" argument.
<b>Board limited to implementing Owner will (no unilateral rules/dues/projects)</b>	HOA Act § 47-16-7: Board acts on behalf of association per docs. Nonprofit Act: Powers per articles/bylaws. No state law requires board autonomy.	Yes — Docs can limit board ("service org only" preamble is clear).	Reinforces Owner control; reduces liability from overreach.
<b>Quorum 30% (original) vs. unilateral 10%</b>	HOA Act § 47-16-8: Quorum per bylaws (no state minimum). Our original 1988 is 30%.	Yes — Sticking to originals is safer, but 10% is more functional and 75% threshold is safe.	Avoids "easy takeover" claims.
<b>Proxy voting (simple signed form, no notary)</b>	HOA Act § 47-16-9: Proxies allowed per bylaws. No notary required by statute.	Yes — The streamlined form complies.	Easier for rural owners; unilateral 2025 notary req was stricter but null.
<b>Overall recording/filing</b>	HOA Act § 47-16-4: Notice of HOA + declaration recorded with county. CC&Rs amendments recorded. Articles with Secretary of State.	Yes — These "supersedes all prior" + record new plan is standard.	File promptly after vote; attach originals for history if helpful.

**Overall assessment:**

New Mexico law gives associations wide latitude to customize via amendments (especially under the Nonprofit Act for classes/dues/board limits). The HOA Act is mostly disclosure-focused and doesn't block these changes. No major prohibitions on opt-out classes, dues locks, or power shifts—it's all amendable with proper vote and recording.

The biggest ongoing watch-out remains clear recording. A quick review by a local real estate/HOA attorney (even 1-hour consult) would confirm execution details, but nothing here seems to me to be illegal or non-compliant.

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

**If Approved, What Next?**

## Checklist for implementation of this plan

From "Suburban HOA" model to "Service-Only Utility" model

### POST-APPROVAL IMPLEMENTATION CHECKLIST

#### PHASE 1: LEGAL & RECORDING (First 30 Days)

- **[ ] Formal Certification of Election Results:** The Secretary must sign an affidavit certifying the threshold was met via proxy and in-person voting.
- **[ ] Recording the "Master Road Map":** File the Fire Department/Access Map as an official "Exhibit B" to the ByLaws to define the 17.37-mile maintenance boundary.
- **[ ] Filing the New Bylaws:** Record the simplified Bylaws that strip the Board of rule-making and unilateral spending authority.

#### PHASE 2: FINANCIAL RESTRUCTURING (First 60 Days)

- **[ ] Debt Amnesty Processing:** Update the ledger to reflect the "3-Year Cap" on back dues per lot. Issue "Paid in Full" receipts to all Owners who satisfy their 3-year arrears during the amnesty window.
- **[ ] Bookkeeper Transition:** Hand off all financial records to the bonded, third-party service-only bookkeeper.
- **[ ] Liability Insurance Audit:** Obtain D&O (Directors & Officers), E&O Errors & Omissions and Liability policies and reflect the narrowed scope of the organization.

#### PHASE 4: OPERATIONAL STANDARDIZATION (Annual)

- **[ ] Establish the Work Log:** Create the public-facing log (Digital or Physical) that tracks grading dates, gravel loads, and culvert work by road segment name.
- **[ ] Annual Road Report:** Provide a report detailing the road maintenance priorities for the coming year to be voted upon at the annual meeting.
- **[ ] Standardized Minutes:** Adopt the "Motion > Vote > Done" format for all future meetings to prevent political grandstanding in the record.

#### PHASE 5: THE "STOP" RULE

- **[ ] Cease Non-Essential Activity:** The Board is prohibited from forming new committees, issuing aesthetic violations, or debating "Rules of Conduct." If an item is not related to the Roads, Well, or Pavilion, it is outside the Board's jurisdiction.

## **Final Summary:**

**Bottom Line: This isn't about winning. It's about ending the fights. Roads get fixed.**

**Remember:**

**Your home, your rules**

**Community decides, board implements**

**New Name, Narrow Purpose**

**75% to Change, 100% Transparency**

**90%, twice, at least six months apart to implement new usage rules**

**Bottom Line: Vote YES to fix roads and get peace.**

**Vote NO to keep things as they are.**

**Just vote. We all win.**

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

See The Rest Of The Proposal & Supportive Documents here:

[www.horsemountain.info](http://www.horsemountain.info)

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