

TPLOA 2026 Proposal

THE ENTIRE PROPOSAL IN ONE PDF (59 PAGES)

**All 59 Pages in one PDF document.**

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

# THE 2026 RESTORATION PROJECT: COVER LETTER

**TO:** All Owners of Tee Pee Ranch

**FROM:** The TPLOA Board of Directors

**DATE:** March 2026

**SUBJECT: Ending 30 Years of Legal Paralysis – A Two-Part Solution**

Dear Neighbor,

For decades, Tee Pee Ranch has operated in a "legal gray area." Our 1988 founding documents created a "Mathematical Impossibility": requiring 192 "Yes" votes to change any rule, even though we only have 196 unique owners. This has made it impossible to update our rules, even as the world around us changed.

**The Board is proposing a "Master Reset" to protect your property rights and our community funds.**

## **PART 1: Acknowledging Reality (The Abandonment)**

We all know the truth: No Board has enforced architectural or "lifestyle" rules in over 20 years. Fences, sheds, and homes have been built without "approval" for decades.

- **The Risk:** If we pretend these rules are still active, we invite "selective enforcement" lawsuits that could drain our road and well funds.
- **The Solution:** We are signing a **Corporate Resolution and Affidavit of Abandonment**. This doesn't "kill" the rules—it simply records the fact that they died years ago through non-use. This protects you from being sued by a neighbor over your shed or the color of your house.

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

Once we acknowledge the old rules are abandoned, we need a functional "Owner's Manual" for our corporation. We are proposing the **2026 Amended Bylaws** to refocus the Association on what actually matters.

### **The Rationale (The "Why"):**

- **Infrastructure Only:** We are renaming the entity to the **Horse Mountain, Inc.** and branding ourselves as (dba) Horse Mountain Road & Well Maintenance Organization. This signals to realtors and buyers that we are a utility service, not a "paint-police" HOA.

- **One Man, One Vote:** We are moving from "per-lot" voting to "unique owner" voting. This ends the mathematical paralysis and gives every neighbor an equal voice.
- **Dues Protection:** Dues are frozen at \$75. Any increase now requires a 75% vote of owners.
- **The "90% Shield":** To prevent a future Board from ever bringing back "lifestyle policing," any new usage restriction would require a 90% vote, held twice, at least six months apart.

### The "Bottom Line" Summary

We are stripping away everything that causes conflict and keeping everything that provides value.

- **Roads get fixed.**
- **The Well stays on.**
- **Your land remains YOUR business.**

This packet includes the **Resolution of Abandonment**, the **New Bylaws**, and a list of **FAQs**. We are asking you to review these documents and join us at the Community Pavilion to finalize this transition.

**This is a move from a position of "Power" to a position of "Service."** Let's end the fights and fix the roads.

Sincerely,

The TPLOA Board of Directors

**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).**

Full 58-page proposal (with all legal documents) at: [www.horsemountain.info](http://www.horsemountain.info)

## Table of Contents

"What is this?"	5
Why We Still Collect Dues	6
Key Changes at a Glance	7
Don't Take Our Word For It—Audit in 60 secs.	9
PART 1: Acknowledging Reality (The Abandonment)	10
PART 2: The New Bylaws (Service, Not Policing)	13
Frequently Asked Questions (FAQ)	17
2026 Articles of Incorporation	22
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TEE PEE RANCH LAND OWNERS ASSOCIATION, INC.	23
2026 AMENDED AND RESTATED BYLAWS	24
All The Forms For Implementation	32
Part 1 Forms	33
Part 2 Forms	36

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

## 2026 Tee Pee Ranch LOA Major Reform Proposal

We are changing the name to Horse Mountain, Inc.: A Road & Well Maintenance Organization to clearly signal our new, narrow focus and to remove the old 'HOA' stigma that scares buyers and creates drama.

### "What is this?"

- 1. Dues are Frozen:** Your dues stay at \$75 and cannot be raised without a community vote of 75% or more.
- 2. Freedom of Property:** The "Paint-Police" type LOA/HOA rules have been formally acknowledged as 'abandoned' (failure to enforce over decades). Your home/land is your business.
- 3. New Usage Rules:** Not so fast: 90% vote, twice, at least six months apart - to add any new usage restrictions.

### Stop the Unnecessary Power Struggles:

The Goal: Community Decides, Board Implements.

- No Tricks. No Hidden Fees. No Funny Business.
- No Unchecked Authority.
- No Power Struggles.

### We fix these things:

- No secret dues hikes.
- No paint-police rules.
- No Changes Without Your Vote.
- 75% Approval or nothing for Bylaws and Dues Changes.

**Board has no power to add rules, only fixes the roads and well.**

**Call-to-Action: Please come and vote** on: 1. Fixing the liability. 2. Lock the dues. 3. Grade the roads.

### Bottom Line:

**Vote yes** and we fix the roads and stop the fighting.

**Vote no** and nothing changes.

Either way, you're **safe**.

All aesthetic, architectural, and use restrictions are removed for every owner.

They are replaced with non-binding "Recommendations" only.

The board's power is permanently limited to roads, well, and pavilion only.

**Please Send your Proxy Back ASAP so we can see how well we are doing.**

If you want to get into the weeds, read the rest.

# Why We Still Collect Dues

## The Two Purposes Explained

When Tee Pee Ranch was incorporated in 1988, the founding documents outlined two distinct purposes. Over 30 years, the community has kept one alive and abandoned the other.

### 1. Infrastructure Maintenance (ALIVE & FUNDED)

- *The Mandate:* To maintain the roads, well, and pavilion.
- *The Reality:* This work has continued uninterrupted every year. Expenses are logged, and the results are visible to everyone.
- *The Funding:* **100% of your dues pay for this active, essential purpose.**

### 2. Aesthetic & Use Enforcement (ABANDONED)

- *The Mandate:* To enforce the 1988 CC&R restrictions (set-backs, fences, junk cars, usage).
- *The Reality:* No board has enforced these rules for over 30 years. Violations are widespread and de facto accepted by the community.
- *The Funding:* **Zero dues are allocated to this abandoned purpose.**

**Bottom Line:** Paying dues for shared roads and the community well does not mean you are agreeing to bring back "paint-police" rules that everyone has long ignored. If anyone believes dues should stop because the covenants are dead, the historical evidence of uninterrupted road/well maintenance strongly defeats that argument.

**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.

## **Key Changes at a Glance**

### **2026 Reform in 60 Seconds – What You're Voting On**

- 1. Dues frozen at \$75 (75% of all owners to raise)**
- 2. No more rules on your land (paint, fences, sheds, etc.)**
- 3. New rules only with 90% approval TWICE, 6 months apart**
- 4. Board power limited to roads, well, pavilion**
- 5. One-time \$225 per lot amnesty to get current & regain voting rights**
- 6. Vote YES = Roads get fixed + drama ends**

# TEE PEE RANCH LAND OWNERS ASSOCIATION 2026 PROXY FORM

This form does TWO things: 1) Appoints someone (your proxy) to vote for you if you can't attend the meeting; and 2) Tells us how you want to vote on the reform proposal.

### Step 1: Your Info (Required)

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

Email: \_\_\_\_\_

Lot Number(s): \_\_\_\_\_ (If known, otherwise we will look them up for you based on your name).

Address: \_\_\_\_\_

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

### Step 2: Appoint Your Proxy (Choose ONE)

- I will attend the meeting myself (no proxy needed).
- I appoint the person below to vote for me:

Proxy Name: \_\_\_\_\_ Proxy Phone: \_\_\_\_\_

- I appoint Ben Ramer to vote for me on this proposal and any reasonable amendments on voting day that keep the same spirit as this proposal.

### Step 3: How to Vote on the Reform:

**Question: Do you approve the major 2026 Proposal to change the Tee Pee Ranch Land Owners Association: new name; no rules on your land; dues frozen with 75% vote; board only focuses on roads/well/pavilion; 90% vote, twice needed for any new restrictions; One-time 3-year per lot amnesty program - \$225 to become current and regain voting rights (full document attached or available by text or email)?**

- YES — Approve the changes (new name, no aesthetic rules, dues frozen unless 75% vote, board limited to roads/well/pavilion, and 90% of all owners twice - at least six months apart - needed for any new land use rules).**
- NO — Do not approve the changes**

**Bottom Line:**

**Vote YES = Roads get fixed, old rules go away, no more drama.**

**Vote NO = Nothing changes.**

Return this form **AS SOON AS POSSIBLE: text a photo, email a scan or mail no later than May 31, 2026** to: TPOA, PO Box 202, Datil NM 87821

## 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**

## **Rationale & FAQs**

The 'Plain English' explanation of why we are changing, how it protects your money, and answers to your most common questions.

The Real Fix: No More Rule Rewrites Every Other Year

## **THE RATIONALE: Community Decides — Board Implements**

This section explains the real risks of keeping the status quo and exactly how the 2026 proposal protects your wallet, your property rights, and the whole community.

### **I. The Liability Crisis: Why “Status Quo” Is Dangerous**

For over 30 years, no Board has enforced the architectural, usage, setback, or lifestyle rules in the 1988 CC&Rs. Violations are open and obvious everywhere you drive — enough time has passed for trees to grow around old, abandoned trailers that clearly break the old rules.

In legal terms, this is called abandonment (or waiver). Courts look at four key factors, and all four apply here:

1. 30+ years of non-enforcement — textbook case.
2. Widespread violations across many lots.
3. Multiple Boards knew about the violations and chose not to act.
4. Reasonable person test — any normal person driving through would conclude the rules are dead.

### **The danger of selective enforcement**

If we pretend the old rules are still alive, a future Board or angry neighbor could try to enforce them against just one or two owners. That’s called selective enforcement, and it creates real lawsuit risk. Right now the TPLOA has no Errors & Omissions (E&O) or Directors & Officers (D&O) insurance — and no property liability coverage for the roads or pavilion. If we lost a lawsuit, the costs would come straight out of every owner’s pocket.

Under this proposal, the Board’s job is narrowed to roads, well, and pavilion only. That makes us much easier (and cheaper) to insure. We will carry full Liability and D&O insurance that actually protects all owners.

### **The Affidavit Trap**

When properties sell, buyers and title companies often require the President to sign an affidavit saying the lot complies with the rules. Honest answer can kill the sale. Dishonest answer risks fraud.

By formally acknowledging the abandonment, the President can finally tell the truth:

“The owner is current on their \$75 dues. The TPLOA does not regulate or inspect property use.”

This removes a major headache and helps every owner buy or sell land without interference.

## **II. The IRS Risk: Up to \$370,000 in Potential Fines**

The TPLOA appears to have failed to file required federal tax returns (Form 1120-H) consistently since 1988. The IRS can assess penalties of up to \$10,000 per year for non-filing. This is a hidden liability that could one day hit every owner with a large special assessment.

The new Bylaws make annual tax filing a mandatory Board duty, with automatic removal if it's missed for two years. Proper compliance ends this risk for good.

## **III. Financial Fairness**

### **One-Time Per Lot Amnesty Program**

To bring as many owners as possible back into the system and boost road funds immediately, we offer a fair, one-time three-year “Good Standing Amnesty.” Any owner more than three years behind can become fully current — and regain full voting rights — by paying the equivalent of the most recent three years of dues (\$225) on a per lot basis.

This is not the Board forgiving debt on its own. The community must approve it as part of the overall reform. Voting YES means we choose \$225 today + reliable future \$75 payments from many more owners, instead of wasting money on lawyers chasing old, often uncollectible debts. This is standard practice used successfully by associations across the country.

### **Asset Liquidation**

Any land the Association owns (beyond the roads, well site, and pavilion) will be sold, with proceeds strictly dedicated to permanent infrastructure improvements — gravel, culverts, well upgrades, etc.

### **Reducing Rent-Seeking**

A clear, fair, objective system for road maintenance reduces the temptation for people to run for the Board just to get their own road graded first.

## Frequently Asked Questions (FAQ)

*This FAQ is a summary for convenience. For full legal definitions, see the non-abandoned portion of the CC&Rs as well as the 2026 Amended Bylaws.*

### **Bottom Line: The new plan is simple:**

- Board fixes roads and well
- We decide big stuff
- You keep your freedom
- No one can boss you around
- Your home, Your rules

### **Q: Does this mean I can do whatever I want with my land?**

**A:** Essentially, yes, within the bounds of County and State law. The "Use Recommendations" in the new Bylaws are exactly that—recommendations meant to help maintain property values. The TPLOA will not issue fines or legal threats regarding your personal property use. This only removes TPLOA rules. You still must follow Catron County & New Mexico laws.

### **Q: What happens if I have a problem with a neighbor?**

**A:** You handle it the same way any property owner in a neighborhood without an LOA/ HOA does. We encourage you to speak directly with your neighbor to find a resolution. If a legal violation is occurring, you may contact local law enforcement (Catron County Sheriff) or pursue a civil remedy through the court system. **The TPLOA Board no longer has the authority or the budget to act as a mediator or enforcer of neighbor disputes.**

### **Q: You mean I might be liable for the way things are currently?**

**A:** It is concerning that the TPLOA has no Errors & Omissions 'E&O' or Liability insurance while maintaining broad enforcement powers (without Officers & Directors Insurance). By claiming the power to regulate lots without having the insurance to back up those decisions, the Association is essentially gambling with the lot owners' personal assets. By recognizing the duty to enforce property restrictions has been abandoned, we eliminate the primary reason insurance companies refuse to cover small LOAs/ HOAs. This likely makes the Association more easily insurable. If you only maintain roads, your liability is limited to road-related incidents—a much smaller and more insurable "surface area" of risk.

### **Q: Why are the dues still \$75 if the roads need work?**

**A:** We believe the community should set the dues, not unilaterally by the Board. By offering an amnesty program and simplifying our focus, we expect more owners to pay moving forward. Additionally, by authorizing the sale of unused Association-owned lots (when applicable), we can inject one-time sums directly into permanent road infrastructure (like gravel and culverts).

### **Q: Does the Board still manage the well?**

**A:** Yes. The well and the roads remain the primary "essential services" of the TPLOA. These changes ensure those two things are the *only* things the Board spends your money on.

**Q: Why can't the exemptions from rules be labeled 'permanent' or 'forever'?**

**A:** We're not lawyers. We have been persuaded that making things 'permanent' carries more risk as judges find permanent things too rigid. By instead making these 'entrenched' rights that are super hard to change (90% vote, twice, at least six months apart), might in fact be more durable under skeptical judicial scrutiny.

**Q: What if we need money tomorrow for, say, a busted culvert?**

**A:** We can raise dues—but only if 75% of all owners, signs off through voting. There is a process for one time emergency needs with 'emergency' defined carefully.

**Q: What is an "entrenched right"?**

**A:** A category of "Entrenched Rights" are ones that cannot be revoked, cannot be diluted, and cannot be modified except by overwhelming consent of all members as a group.

**Q: Why do we need "Amended and Restated" Articles of Incorporation?**

**A:** Our original 1988 filing with the Secretary of State is broad and outdated by including rules and regulations instead of just a simple declaration of formation. By "Amending and Restating" them, we legally "re-boot" the corporation. It tells the State of New Mexico—and the IRS—exactly what we do: Non-profit organization and who the directors are. This proposal also incorporates a new name to focus on our new purpose: Horse Mountain, Inc.: A Road & Well Maintenance Organization / RWMO. It is still the same nonprofit org, just renamed.

**Q: What is a "Bonded Bookkeeper" and why do we need one?**

**A:** A bonded bookkeeper is a professional covered by insurance that protects the Association against fraud or theft. Having a third party handle the money ensures transparency, provides clean records for the IRS, and prevents any "he-said-she-said" drama regarding how funds are handled.

**Q: What if we can't find a bonded bookkeeper?**

**A:** Per the new Bylaws, the Board must sign a Sworn Affidavit proving they searched for one. Only then can they temporarily manage the funds, and even then, they must use "dual-signature" controls and provide monthly public reports until a professional is found.

**Q: How does the "Sworn Affidavit" for the bookkeeper protect me?**

**A:** It prevents "Board Overreach." In the past, Boards might have managed money themselves by simply saying "we couldn't find help." The new Bylaws require the Board to sign a legal document, under penalty of perjury, proving they exhausted all professional options before they can touch the checkbook. This creates a paper trail that holds leadership accountable to the "Service-Only" mission.

**Q: How many lots and how many roads are there?**

**A:** There are 255 Lots. So one needs 192 Lots to reach the 75% of 255 lots for major changes. As of 2025, there were ~190-200 owners of those 255 lots. There is approximately 17.37 miles on 17 named roads plus two wilderness access paths.

**Q: Do I need a notary to vote?**

**A:** No. We have simplified the process. A simple "Consent Form" is kept on file. Your spouse or agent can sign once, and it is valid until revoked. No notary required for standard voting.

**Q: Why Change Our Name?**

**A:** New purpose, new name: Horse Mountain, Inc.: *A Road & Well Maintenance Organization / RWMO*. Rationale:

- Instantly kills the "HOA/LOA" stigma that scares buyers and owners.
- Makes it clearer to everyone the purpose and resists change long term.
- Aligns with the core message: "Roads, Well, Pavilion — nothing else."

Since we're already amending the Articles of Incorporation, just change the name there.

- It requires the same vote we're already getting.
- Filing fee with NM Secretary of State is cheap (~\$25–50).
- Update the bank account and insurance after — easy.

**Q: How Hard is it to add back rules?**

90% vote of all owners, then a second 90% of all owners at least six months apart. Pretty hard, on purpose.

**Q: How hard to increase dues?**

75% vote by all unique owners.

**Q: Why change anything? Things are fine now.**(Most common—people hate change.)

**A:** Nothing's "fine"—the old rules aren't enforced, dues could rise anytime, boards fight over power. This fixes that quietly: roads get graded, dues locked, no more rules on your house. Vote no and you're stuck with the same mess.

**Q: What if dues go up later? I'm on fixed income.**

**A:** Dues stay \$75 unless 75% of all unique owners vote to raise them. That's almost impossible—takes huge agreement. Fixed-income folks like you will block it if it ever comes up. No surprises.

**Q: This sounds like more HOA nonsense—just rename it??**

**A:** We're not an HOA anymore. New name: Road & Well Maintenance Organization. No paint colors, no fences, no "your house looks bad" rules. Board only handles roads and well—no bossing you around. It's just service, not control.

**Q: Who decides which roads get fixed first? They'll favor their friends.**

**A:** We added an optional Road Score tool—simple numbers for potholes, ruts, traffic. Board can use it for fairness, but it's not required. If your road's bad, you can show your score and ask. No favoritism baked in.

**Q: Why 90% twice? That's too hard—nothing will ever get done.**

**A:** Exactly. We want it hard to add back rules on how you use your land. 90% twice means only important changes that just about everyone wants are even considered—no random “let's ban chickens” votes or ‘make this place more like California’. If you hate drama, this stops it cold.

**Q: “I don't understand—too many pages.”**

**A:** You don't need to read it all. Just vote yes or no on the proxy—takes 30 seconds. The rest is backup if you're curious.

**Q: What if we need a new rule someday—like no junk cars?**

**A:** If 90% really want it (twice), it can happen. But until then, everything's just recommendations—no enforcement. Your land stays yours. Your house, your rules.

**Q: I owe back dues to TPLOA, but now you have a new name, does that mean I don't owe you anymore?**

**A:** No. We are the same organization, just sporting a new name. Like when Kentucky Fried Chicken changed to KFC - they have the same recipe, same building, same colors, same Colonel.

**Q: What is the One-Time Amnesty Program?**

**A:** To bring as many owners as possible back into the system and increase road funds immediately, we are offering a one-time, three-year “Good Standing Amnesty.” Any owner more than three years behind can become fully current and regain full voting rights by paying the equivalent of the most recent three years of dues (\$225) per lot.

This is not the board forgiving debt on its own. This amnesty is part of the overall 2026 reform that requires approval from owners. By voting YES, the community is choosing to accept \$225 today + reliable \$75 future payments from more owners, rather than spending legal fees chasing old, possibly uncollectible debts. This is a standard, prudent business decision used by associations across the country to boost participation and fairness.

**Q: What if I vote NO?**

**A:** Nothing changes. You keep the current paralyzed system with all its risks (possible selective enforcement lawsuits, potential secret dues hikes, IRS exposure, etc.). Voting YES is the only way to lock in the protections and fix the roads.

**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 <small>Matched Names: TEE PEE RANCH LANDOWNERS#39; ASSOCIATION TEE PEE RANCH LANDOWNERS#39; ASSOCIATION</small>	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#39; ASSOCIATION TEE PEE RANCH LANDOWNERS#39; 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 87621

**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](http://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:** \_\_\_\_\_

**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

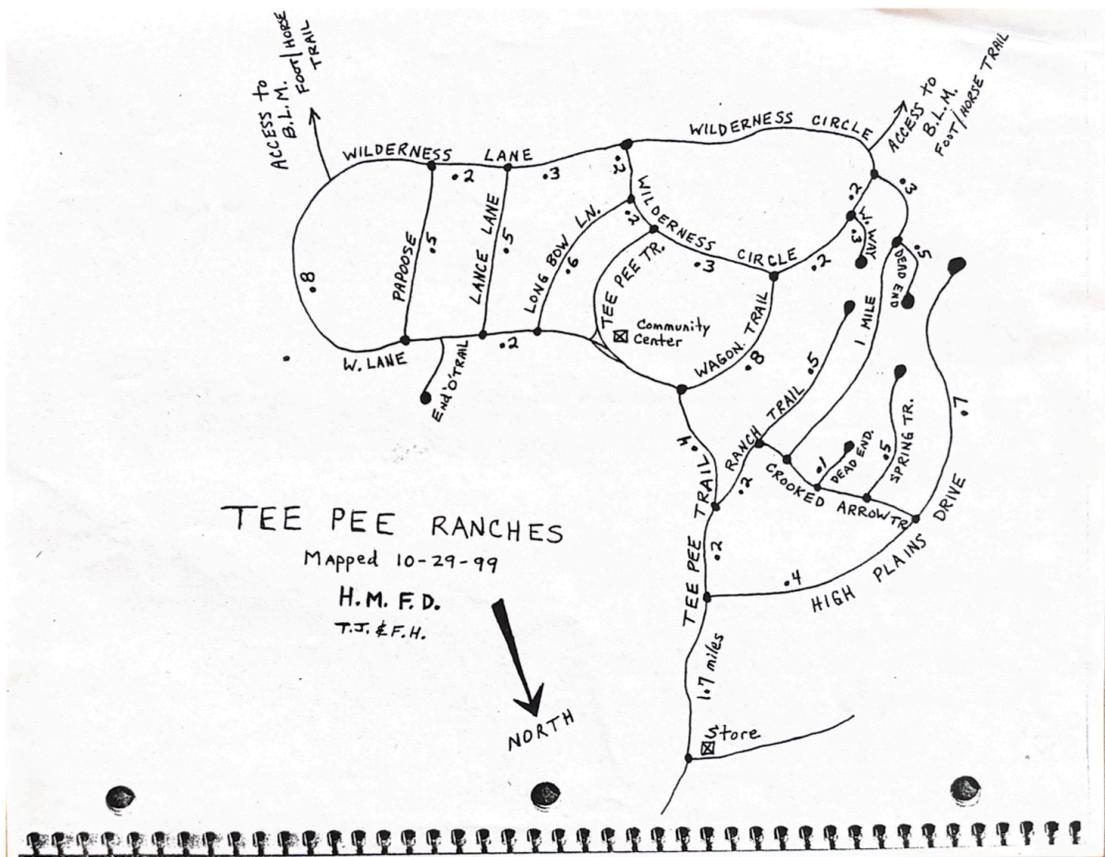
1. Tee Pee Trail - State Access Road - 1.64 Miles
2. Tee Pee Trail - 2.0 miles
3. Ranch Road - 2,191.98 ft
4. Wagon Trail - 1.03 mi
5. Long Bow Lane - 3,278.19 ft
6. Lance Lane - 2,970.82 ft
7. End-O-trail - 594.58 ft
8. Papoose Place - 3,402.62 ft
9. Wilderness Lane -1.38 Miles
10. Wilderness Circle - 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

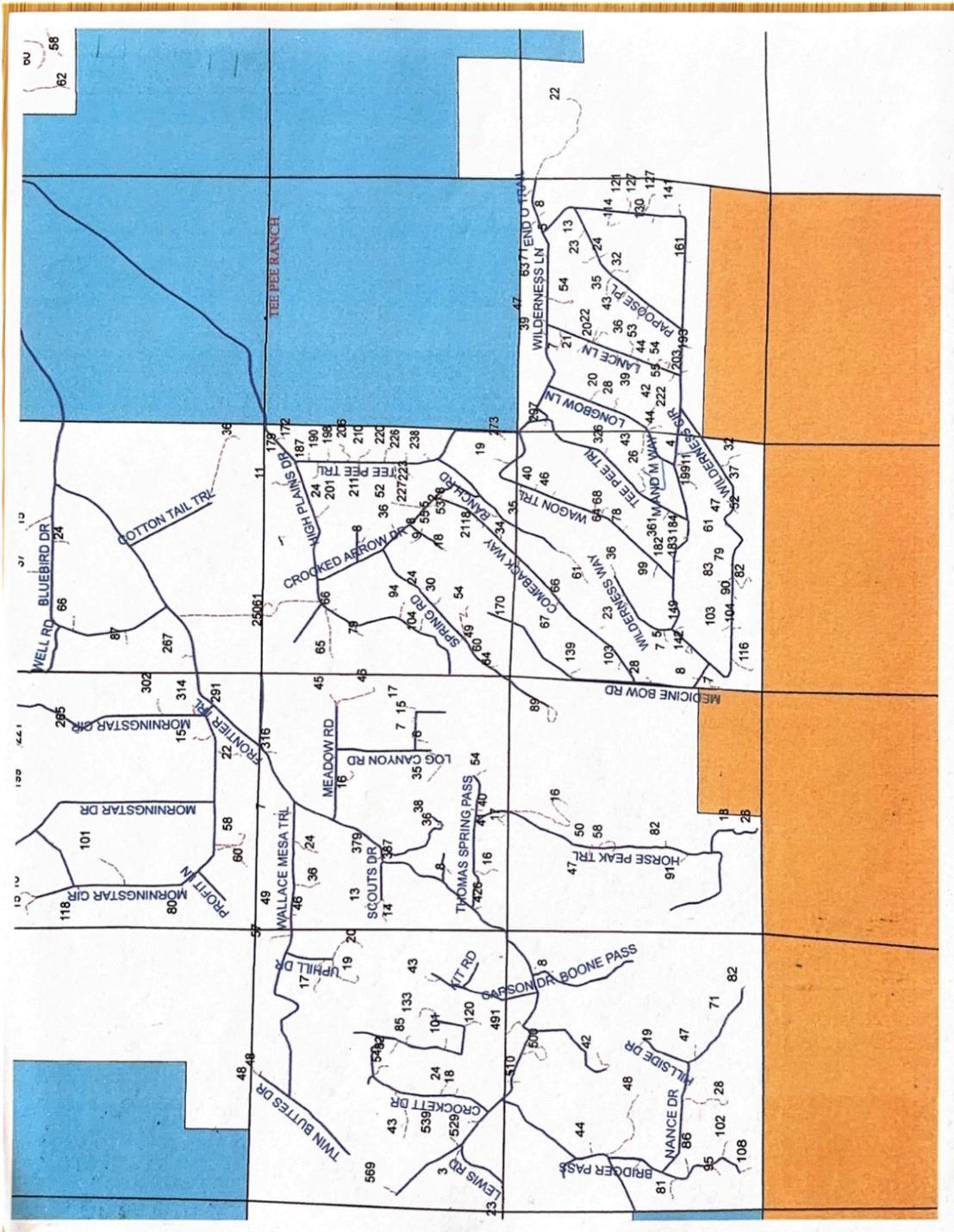
Math: 12.32 miles + 5.04851326 miles (from 26,656.15 ft) = 17.36851326 miles

## 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).**