

**BYLAWS  
OF  
TAOS PINES RANCH PROPERTY OWNERS ASSOCIATION**

The affairs of the Taos Pines Ranch Property Owners Association, a New Mexico nonprofit corporation (the "**Association**"), shall be administered and regulated pursuant to the following Bylaws, to-wit:

**ARTICLE 1 – OBJECT**

- 1.1 Purpose.** The purpose for which this nonprofit corporation is formed is to operate the Taos Pines Ranch Subdivision as depicted on that certain Corrected Plat of the Taos Pines Ranch Subdivision, recorded August 16, 1994, in Book 9, Plats page 5, in the real property records of Colfax County, New Mexico (**Subdivision**), consisting of 98 lots (the **Lots**) for the benefit of the owners of the Lots (the **Owners**), to manage certain portions of the Subdivision for the use and benefit of all Owners (the **Common Easements**), and to enforce the provisions of and perform the duties set forth in, the Declaration of Restrictive Covenants for the Subdivision (the **Declaration**), as well as the Bylaws and the Subdivision Rules, the Shared Well Agreements, water storage tank provisions, community lot agreements and any shared driveway or other Subdivision related agreements. These Bylaws are subject to the provisions of the Declaration and Articles of Incorporation (the Articles) and, in the event any bylaw becomes inconsistent with the Declaration or the Articles, the provisions of the Declaration and the Articles shall control over the Bylaws and the provisions of the Declaration shall control over the Articles.
- 1.2 Persons Subject to Bylaws.** All Owners of a numbered lot in the Subdivision will automatically become members of the Association and are subject to the Bylaws and the Declaration.

**Article 2 – MEMBERSHIP, VOTING, MAJORITY  
OF MEMBERS, QUORUM, PROXIES**

- 2.1 Classes of Membership.** The Association shall have one of class of membership: full membership. The Association may create the class of associate membership if and when the Association deems it beneficial to the Association. Rules governing associate membership will be determine at the time the associate membership classification is created.
- 2.2 Membership.** Every person acquiring legal title and persons acquiring equitable title under a real estate contract, to any Lot in the Subdivision will automatically become a Member of the Association. In instances where Lot ownership has reverted to a corporate, trust, or court entity for any reason, such owners of record shall not be exempt from any of the Bylaws and Covenants. Within thirty (30) calendar days of such temporary or permanent transfer of title by such actions as, but not limited to, default, foreclosure, divorce or estate settlement, civil or criminal judgments, the owner of record shall designate an officer, agent or representative as "contact of record" and one additional "alternate" complete with phone numbers, mailing and E-mail addresses, and best contact hours, for the official files and records of the Secretary of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Such membership shall terminate without any formal Association action whenever a person ceases to own a Lot, but such termination shall not relieve or release any such Owner from any liability or obligation incurred or is in any way connected with the Association during the period of Ownership.

- 2.3 Suspension of Membership and Voting Rights.** The rights of membership, including the right to vote and the right to participate in Association affairs, are subject to suspension by the Board for (a) failure or refusal to pay any assessments, dues, fees or fines levied by the Association for a period of thirty (30) days after notice of unpaid/fines is delivered, pursuant to the Declaration; or (b) an infraction of, default in or breach of, any provision of the Declaration, the Articles, the Bylaws, the Subdivision Rules, the Shared Well Agreements, or any other Subdivision-related agreements.
- 2.4 Voting.** All Members shall be entitled to one (1) vote for each Lot owned and only one vote shall be cast with respect to each Lot. Voting may be by written proxy. All Members must be in good standing with the Association meaning that all duties and obligations to the Association have been performed and sums owing to the Association have been paid.
- 2.5 Voting Power of the Association.** The Voting Power of the Association means the total number of votes of all Members at the time the pertinent vote is to be taken.
- 2.6 Quorum.** A quorum is necessary to take action or transact any business at any membership meeting of the Taos Pines Ranch Property Owners Association. The presence in person or by proxy of Members having at least twenty (20%) of the total Voting Power for the Association shall constitute a quorum. At a properly constituted meeting of the Association with a quorum present, a majority of the quorum, either in person or by proxy, shall be required to pass any measure, transact any business or adopt any decisions binding on all Members.
- 2.7 Proxies.** Votes may be cast in person or by proxy. Proxies must be in writing, dated and filed with the Secretary by mail, E-mail, facsimile or hand delivery before the appointed time of each Membership meeting. Emailed proxies must show a scanned signature of an owner of the pertinent lot. Only one proxy per lot will be accepted. If more than one proxy is received for the same lot and they disagree, no proxy will be accepted. A proxy must name a Director or another Member of the Association in good standing for membership meetings. Revocation of a proxy may be made by written notice to the Secretary by mail, signed E-mail or facsimile. A proxy shall terminate one year after its date, unless it specifies a shorter term. Revocation shall not affect any action taken prior to receipt of the revocation. Conveyance of a Lot by a Member shall be deemed revocation of any proxy by such Member.

### ARTICLE 3 – ADMINISTRATION

- 3.1 Association Responsibilities.** The Members shall constitute the Taos Pines Ranch Property Owners Association, which will have the responsibility of administering the Subdivision through the Board.
- 3.2 Place of Meetings.** Meetings of the Members shall be held at such place as the Board may determine within Colfax County, New Mexico.
- 3.3 Annual Meeting.** The annual meeting of the Association shall be held on a date selected by the Board between June and September of each year. At such meeting a Board shall be elected in accordance with the requirements of paragraph 4.5 of Article IV of these Bylaws. The Members may also transact such other business of the Association as may properly come before the meeting.

- 3.4 Special Meeting.** The President may call a special meeting of the Members, as directed by a resolution of the Board or upon a petition signed by at least 25% of the Voting Power of the Association. Notice of any special meeting shall state the date, time and place where it is to be held and purpose thereof. No other business may be transacted at the special meeting except as authorized by a majority vote of the Board. Any such meeting shall require a minimum of 14 days notice and be held within thirty (30) days after receipt by the President of such resolution or petition.
- 3.5 Notice of Meeting.** The Secretary shall mail, E-mail or fax a notice of each annual meeting stating the date, time and place of the meeting and purpose thereof at least thirty (30) days and not more than sixty (60) days prior to the meeting. The notice shall include a proposed agenda and a proxy form to be completed by Members unable to attend the meeting. Members will also be provided with any proposed changes to these Bylaws or any other Association Document requiring a vote of the membership.
- 3.6 Adjourned Meetings.** If any meeting of the Association cannot be organized because a quorum is not present, the Members who are present, either in person or by proxy, may adjourn the meeting, from time to time, for periods of not more than 2 weeks, until a quorum is obtained or until a resolution is reached. At any reconvened meeting, if a quorum is obtained, any business which might have been transacted at the meeting as originally called may be transacted without further notice. A rescheduled meeting will be posted on the web site as soon as possible.
- 3.7 Rules of Meetings.** The Board may prescribe reasonable rules for the conduct of all meetings of the Board and of the Members of the Association and in the absence of such rules, Roberts Rules of Order shall govern.

#### ARTICLE 4 – BOARD OF DIRECTORS

- 4.1 Number and Qualifications.** The affairs of the Association shall be governed by a Board composed of seven (7) persons. The number of directors may be increased or decreased by amendment of these Bylaws, provided, however, that the number shall not be reduced to less than three (3).
- 4.2 Powers and Duties.** The Board shall have the powers and duties necessary for the administration of the affairs of the Association. In addition to the powers and duties permitted by law, the Board shall be empowered, and shall have duties as follows:
- 4.2.1** to administer and enforce all the provisions set forth in the Covenants, the Articles and these Bylaws,
- 4.2.2** to adopt, establish, publish and enforce compliance with such reasonable rules and regulations as may be necessary for the welfare of the Subdivision, with the right to amend, from time to time, such rules and regulations. A copy of such rules and regulations and/or amendments shall be delivered to each Member promptly upon adoption,
- 4.2.3** To implement any emergency actions, responses, repairs, hazard removal, etc. which any reasonable person would consider usual and customary and in the opinion of a majority of the Members of the Board present an imminent threat to the health, safety, and welfare of the subdivision as a whole or individual owners and property,
- 4.2.4** to act as the representative for the Subdivision in any special assessment district established under New Mexico law within Colfax County with approval of the Colfax

County Commissioners such as those established to provide road maintenance and snow removal,

**4.2.5** to fix and collect the assessments to be paid annually by each of the Members toward the common expenses of the Subdivision and to adjust, increase or decrease the amount of the annual assessments. The Board may also establish special assessments when it deems it necessary to meet increased operating, legal or maintenance expenses, or additional capital expenses, or because of emergencies, all of which assessments shall be in statement form and shall set forth in detail the various expenses for which the special assessments are being made,

**4.2.6** to enter into contracts with the scope of their duties and powers,

**4.2.7** to establish a separate bank account(s) for the Association funds,

**4.2.8** to keep and maintain detailed and accurate books and records showing in chronological order all receipts, expenses or disbursements. These records may be examined by any Member at any reasonable time and a Member may cause an audit of the records by a competent certified public accountant at the Member's expense. These books and records shall be kept for seven (7) years,

**4.2.9** To prepare and deliver annually to each Member a statement showing all income, expenses or disbursements since the last statement, such statements may be posted on an Association website which is accessible to any Member at any time,

**4.2.10** To hire, designate and remove any personnel necessary to carry out the duties and responsibilities of the Association,

**4.2.11** To create and appoint Members to standing and temporary committees of the Association and the Board will approve or disapprove all actions of its committees,

**4.2.12** In general to carry on the administration of the Association and to do all of those things necessary and reasonable and consistent with the Articles, the Covenants and these Bylaws, in order to carry out the governance and operation of the Subdivision.

- 4.3 Managing Agent.** The Board may employ for the Association a managing Agent, at a compensation established by the Board, to perform such day-to-day management duties and services the Board shall delegate and authorize.
- 4.4 Ballot vote and Term of Directors.** Members of the Board shall be elected by a majority of votes cast at the annual meeting of the Association. Terms of directors shall be for 2 year terms and the terms shall be staggered so that three (3) directors shall be elected one year and four (4) directors the following year. Directors shall serve until his or her term expires and a successor is duly elected and qualified, the director resigns or is unable to serve, or the director is removed in the manner hereinafter provided. Any vacancy occurring before the end of a term shall be filled in the manner provided in Section 4.5 hereof.
- 4.5 Vacancies.** Vacancies in the Board caused by any reason other than the removal of a director by the vote of the Members shall be filled by the remaining directors, even though they may constitute less than a quorum; and each person so appointed shall be a director until a successor is elected at the next annual meeting of the Members.
- 4.6 Removal of Directors.** At any regular meeting or special meeting of the Members, duly called, one or more directors may be removed with or without cause by a majority vote of the Voting Power of the Association, and a successor may then and there be elected to fill each vacancy thus created. Any director whose removal has been proposed by the Members shall be given the opportunity to be heard at the meeting. The Board may also remove any director who has missed three (3) consecutive regular meetings.

- 4.7 Organizational Meeting.** The first meeting of a newly elected Board shall be held within thirty (30) days of the election at such place as shall be fixed by the directors at the meeting at which such directors were elected.
- 4.8 Regular Meeting of the Board.** Regular meetings of the Board may be held at such time and place as determined by a majority of the directors, but at least one meeting shall be held each year. Each director shall be notified of the meeting at least fourteen (14) days prior to the meeting.
- 4.9 Special Meetings of the Board.** Special meetings of the Board may be called by the President on seven (7) days notice to each director stating date, time, place and purpose of the meeting.. Special meetings of the Board may also be called by the Secretary or upon written request by at least two (2) directors with like notice. Regular or special meetings may be held by telephone conference.
- 4.10 Board Quorum.** At all meetings of the Board, the presence of a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the directors present at the meeting at which a quorum is present shall be the acts of the Board. If a quorum is not present, the Board may discuss all business which may come before it but may not vote on any item. However, motions may be made and seconded and Board members may vote on them via E-mail or facsimile or other election media within the (3) days following the meeting. Any Board member unable to attend the meeting may also designate another director to serve as his or her proxy in writing vial mail, E-mail or facsimile.
- 4.11 Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all directors by mail, E-mail or facsimile. Any such action so approved shall have the same effect as though taken at a meeting of the Board.
- 4.12 Compensation.** The members of the Board shall serve without salary or compensation, but may be reimbursed for reasonable out-of-pocket expenses authorized by the Board.

## ARTICLE 5 – OFFICERS

- 5.1 Designation and Election of Officers.** The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board at an organization meeting of the Board immediately following the annual Members meeting or at least within thirty (30) days following the annual meeting. All officers shall commence their terms immediately and shall serve until the following annual meeting. Vacancies in the offices shall be filled by the Board. One person may hold two (2) or more offices; however, no person may simultaneously hold the office of President and Secretary.
- 5.2 Removal of officers.** The majority of the Board may remove with or without cause any officer and his/her successor may be elected at any meeting of the Board.
- 5.3 President.** The president shall preside at all meetings of the Members and the Board. The President shall be the chief executive officer of the Corporation and shall have all the general powers and duties which are usually vested in the office of President of a non-profit corporation. The President shall see that all orders and resolutions of the Board or of the annual and special meetings of the membership are carried into effect.

**5.4 Vice-President.** The Vice-President shall have all the powers and authority, and perform all the functions and duties of the President, in the absence of the President, or due to the President's inability for any reason to exercise such powers and functions or perform such duties.

**5.5 Secretary.** The Secretary shall keep all the minutes of the meetings of the Board and of all meetings of the Association. The Secretary shall have charge of such books and papers as the Board may direct; and, shall compile and keep up to date a complete list of Members and their last-known addresses shown on the records of the Association.

Such list shall also show opposite each Member's name the number or other appropriate designation of the Lots owned by each member. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

**5.6 Treasurer.** The Treasurer shall have the responsibility of the Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board, and shall pay all charges and obligations before the same shall become due.

**5.7 Managing Agent.** Subject to the Board's approval, the officers may delegate day-to-day management duties to a managing agent. A Board Director may not be a managing agent.

#### ARTICLE 6 – ASSESSMENTS

**6.1 Mutual Covenants to Pay Assessment.** Each Member covenants and agrees with each other Member and with the Association, to pay all assessments levied by the Board, as required in these Bylaws.

**6.2 Creation of an Operational Fund.** The Board shall establish an operational fund to enable the Association and the Board to pay for ordinary expenses in its day-to-day operation plus a reserve for out-of-the-ordinary expenses which the Board may approve. Such fund shall be included in the annual Membership assessment.

**6.3 Annual Budget.** At least ninety (90) days prior to the end of each fiscal year, the Board shall prepare and adopt a proposed estimate of the total amount it deems necessary for the Association's next fiscal year (the **Annual Budget**) for payment of the common expenses and such expenses and liabilities incurred by the managing agent or Board under or by reason of these Bylaws, monies for any deficit remaining from a previous period, the creation of a reasonable contingency, capital improvements or other reserve or surplus fund, and other costs and expenses relating to the Association's affairs and duties (collectively, the common expenses). Within 15 days after adoption of the Annual Budget, the Board shall deliver an itemized copy of the budget via mail, E-mail or other general posting which is available to each member together with notification of the date, time and place of the Association's annual meeting at which the members will consider ratification of the Annual Budget. The annual meeting of the Association shall be set within the period set forth in these Bylaws and shall be at least fifteen (15) but not more than sixty (60) days after mailing of the Annual Budget to the Members. The Annual Budget shall be deemed ratified unless a simple majority of the membership where a quorum is present reject or modify the Annual Budget at the annual meeting. After

ratification of the Annual Budget, the Board shall mail and/or email each Member a statement of said Member's assessment for the upcoming fiscal year and the due date for the payment thereof will be thirty (30) days from the mailing of the statement.

- 6.4 Assessments.** All assessments shall be paid within thirty (30) days of the date due. Failure to pay assessments will be deemed a violation of the Covenants and enforcement may result in proceedings at law as described in Paragraph XIII. ENFORCEMENT of the Covenants and Article 7 of these Bylaws up to and including a perpetual lien on and against the property charged until delinquent assessments are paid. Late fees shall be set by the Board and described in the Association's Rules and Regulations. No Member may waive or otherwise escape liability for assessments. The omission or failure of the managing agent or the Board to fix the assessment for any year shall not be deemed a waiver, modification or a release of the Members from their obligations to pay the assessment for the year. If a Lot is sold, prorated assessments shall be by agreement between buyer and seller.

If the amount of the Annual Budget proves inadequate for any reason including, without limitation, non-payment of any Member's assessment, the Board may at any time levy a further assessment by increasing the Annual Budget and each Member shall be equally assessed a cost per lot provided however, extraordinary expenses omitted from the

Annual Budget, which may become due during the fiscal year, shall first be paid from the contingency, capital improvements, and other reserve and surplus funds. The Board shall give written notice of any such increase, and the reasons therefore, to each Member, and shall state the date and terms of payment of such increase. All such assessments collected shall be paid and expended for the purposes authorized herein and (except for such special assessments as may be levied against less than all the Members) shall be deemed to be held for the benefit, use and account of all Members.

- 6.5 SAD Assessment.** Assessments collected for expenses by Colfax County required by Special Assessment Districts under the New Mexico law and approved by Colfax County Commissioners shall be administered by joint management of the officers of the Special Assessment District and Colfax County offices.
- 6.6 Special Expenses.** In the event any of the Association facilities, any of the Common Easements or signage are damaged through the intentional or negligent act of omission of any Member or his agents, employees, or invitees, the expenses incurred by the Association for the repair of such damage shall be deemed Special Expenses to be assessed only to the Member whose act or omission resulted in the aforementioned damage, and shall be paid by the Member, together with his next assessment due the Association or, at the option of the Board, assessed to the Member as a Special Expense due upon receipt. Additionally special expenses incurred to protect the collective rights of the Subdivision lot owners will be assessed, billed and collected on an as needed basis. An example of such expense may be Lot Fees incurred to defend the collective rights of Subdivision Lot owners. Special expenses of this type will require approval of Association members and the Board.
- 6.7 Annual Accounting.** At the annual Members meeting the Board shall furnish all members a financial statement itemizing all income and expenses during the current fiscal year and the current status of funds in the Association's accounts (the Income and Expense Report). The Board shall also furnish a statement showing the current year's

budget of estimated income and expenses compared to the actual income and expenses. Such statements shall be made available to all members not in attendance at the annual meeting by mail, E-mail, or otherwise published for easy access.

#### **ARTICLE 7 – ENFORCEMENT**

- 7.1 Enforcement of Covenants, Bylaws, Rules and Regulations.** Any Member and their agent that is in violation shall be notified and allowed a time deemed reasonable by the Board to correct the violation and come into compliance. If the deadline for compliance is exceeded, a notice of violation and fine shall be sent. Such fine shall be set by the Board in its Rules and Regulations and shall continue until compliance is achieved.
- If the total fine accumulates to over \$500, the Board may elect to turn the matter over to a collection agency and/or obtain a lien against the violator's property. The Board may also pursue legal action to force compliance. Any member and their agent that repeats a violation shall be given an immediate fine which is also set by the Board in its Rules and Regulations. Such fine may be bigger than the original fine and shall continue until compliance is achieved.

#### **ARTICLE 8 – INDEMNIFICATION AND LIABILITY**

- 8.1 Indemnification.** The Association shall indemnify every director and officer of the Association by obtaining an indemnification insurance policy.
- 8.2 Liability of Agents.** Every agreement made by the officers, the Board or managing agent on behalf of the Association, shall, if obtainable, provide that the officers, the members of the Board or the managing agent, as the case may be, are acting as agents for the Association and shall have no personal liability there under.
- 8.3 Fidelity Bond.** The Association may obtain a fidelity bond(s) covering all persons responsible for handling Association funds. The Board shall determine the amount of fidelity coverage in its best business judgment.

#### **ARTICLE 9 – REGISTRATION OF MAILING ADDRESS**

- 9.1 Registration by Member of Mailing Address.** Each Member shall register his/her mailing address, E-Mail address and fax number with the Association. If a Member fails to register his/her address with the Association, all notices, statements, demands, etc. shall be sent to such Member at last known address. Notices shall be deemed to have been delivered or given upon hand delivery or three (3) days after deposit in the United State mail. If repeated attempts at obtaining current contact information from a Lot Owner fail, the Association and its Board and membership shall be held harmless for any failure of said Lot Owner to respond to an issue in a timely manner because of this lack of contact information. All demands, or other notices intended to be served upon the Board or the Association shall be sent via E-mail to a current Board Member, such information being available on the Association's website, or via mail to P. O. Box 656, Angel Fire, NM 87710, until such address is changed by a notice of address change. All notices, demands, statements or other information directed to the Association shall be deemed effective upon the date of actual receipt.

## ARTICLE 10 – CONTRACTS AND BANK ACCOUNTS

- 10.1 Contracts.** The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officer so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the same of and on behalf of this Association. Such authority shall be confined to specific instances.
- 10.2 Checks and Drafts, etc.** All checks, drafts, other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as from time to time shall be determined by written resolution of the Board.
- 10.3 Deposits.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, financial institutions or other depositories as the Board may select.

## ARTICLE 11 – FISCAL YEAR

- 11.1 Fiscal Year.** The fiscal year of the Association begins on the 1<sup>st</sup> day of August and ends on the 31<sup>st</sup> day of July of each year, unless another fiscal year shall be adopted by resolution of the Board.

## ARTICLE 12 – WAIVER OF NOTICE

- 12.1 Waiver of Notice.** Whenever any notice is required to be given under the provisions of the laws of the State of New Mexico or under the provisions of the Declarations, Articles or by the Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## ARTICLE 13 – CORPORATE SEAL

- 13.1 No Corporate Seal.** The Association shall have no corporate seal. The absence of a seal from any documents to be executed in behalf of said Association shall not affect the validity of such documents.

## ARTICLE 14 – CHARACTER OF ASSOCIATION

- 14.1 Non-Profit Association.** This Association is not organized for profit. No member of the Association, member of the Board, or officer of the Association may receive pecuniary gain from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a regular salary or compensation to, or distributed to, or inure to the benefit of, any Member, or member of the Board or officer, merely for being a Member or a member of the Board, provided, however, (1) reasonable compensation may be paid to any Member, manager, director, or officer while acting as an agent or employee of the Association for specific services rendered in effecting one or more of the purposes of the Association, and (2) any Member, manager, director or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

## ARTICLE 15 - AMENDMENTS TO BYLAWS

- 15.1 Bylaws.** These Bylaws may be amended by the Members at a duly constituted meeting for such purpose, but no amendment shall take effect unless approved the Members having at least fifty percent (50%) of the Voting Power of the Association

**TAOS PINES RANCH PROPERTY OWNERS ASSOCIATION  
BYLAWS  
(Revised 5/26/2009)**

**ACKNOWLEDGEMENT STATEMENT**

IN WITNESS WHEREOF, the undersigned officers of the Association have hereunto set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

President \_\_\_\_\_  
Secretary \_\_\_\_\_

State of New Mexico  
County of Colfax

This instrument was acknowledged before me on \_\_\_\_\_, 2009 by \_\_\_\_\_, President of Taos Pines Ranch Property Owners Association, a New Mexico nonprofit corporation.

\_\_\_\_\_  
Signature of Notary Public                      My Commission Expires: \_\_\_\_\_  
State of New Mexico  
County of Colfax

This instrument was acknowledged before me on \_\_\_\_\_, 2009 by \_\_\_\_\_, Secretary of Taos Pines Ranch Property Owners Association, a New Mexico nonprofit corporation.

\_\_\_\_\_  
Signature of Notary Public                      My Commission Expires: \_\_\_\_\_  
State of New Mexico  
County of Colfax