

**Amended
By-laws for
The Cloud Country Estates
Property Owners Association
7/5/2008**

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

Section 1: **Name.** The name association is CLOUD COUNTRY ESTATES PROPERTY OWNERS ASSOCIATION (the Association), a nonprofit corporation, organized in accordance with the laws of the State of New Mexico.

Section 2: **Principal Office.** The Principal office of the association shall be located in the city of Mayhill, New Mexico, 88339, County of Otero, but meetings of members and directors may be held at such places on or within Otero County as may be designated by the Board of Directors.

Section 3: **Registered office.** The Registered office of the association required by the New Mexico Nonprofit Corporation Act to be maintained in the State of New Mexico shall be at 1 Cloud Country Drive, Mayhill, New Mexico 88339-9708.

**ARTICLE II
OBJECTIVES**

This shall be a **non-stock, nonprofit membership association** with the following objectives:

1. To own, operate, maintain and manage the recreation facilities located within the subdivision.
2. To own, operate and manage the water and water delivery systems.
3. To own, operate and maintain the road system located in the subdivision.
4. To encourage cooperation among the property owners.
5. Generally to provide for the mutual assistance, enjoyment, entertainment and improvement of the subdivision.
6. To maintain the existence of and compliance with the restrictive covenants of the subdivision as originally included in the purchase of the lots to the extent relevant for the mutual benefit of the property owners, including without limitation, the operation and function of the architectural control committee as established in the restrictive covenants of the subdivision.
7. This Corporation shall be a **nonprofit corporation**, no part of the net earnings which inures to the benefit of any private shareholder or individual apt to engage in lawful activities.

ARTICLE III
MEMBERSHIP

Section 1: **Composition.** The membership of the association shall be composed of one class of members.

Section 2: **Members.** Members shall be an individual, firm or company who is an owner of one or more lots located in Cloud Country Estates, Units one or two, as platted in Otero County, New Mexico.

Section 3: **Voting.** Each lot in said subdivision is entitled to a membership herein, and each said lot shall further entitle the holder to one (1) vote on each matter submitted to a vote of the membership, regardless of the number of persons, firms or entities owning the said lot.

ARTICLE IV

MEETINGS OF THE MEMBERSHIP

Section 1: **Annual Meeting.** The annual meeting of the association shall be held on the first Saturday in the month of July, in each year, beginning with the year 1981, for the purpose of electing directors, and for the transaction of such other business as may come before the meeting.

Section 2: **Special Meetings.** It shall be the duty of the President to call a special meeting of the Members, for any purpose or purposes, as directed by a resolution signed by a majority of the Board of Directors or upon a petition signed by not less than ten percent (10%) of the voting lots (Members entitled to vote by lots owned) and having been presented to the President or Secretary of the Association.

The notice for any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting. Any such meetings shall be held within thirty (30) days after receipt by the President of such resolution or petition. If the President does not call the meeting within the thirty (30) days, the Secretary or the petitioning members of the Association shall call the meeting.

Upon receipt of the petition for the special meeting from the membership, the board may not take any actions that are contrary to the intent or purpose of the meeting before it can be held.

Section 3: **Place of Meeting.** The calling party may designate any place, either on or within 15 miles of the property of Cloud Country Estates, as the place of meeting for any annual meeting or for any special meeting called.

Section 4: **Notice of Meeting.** Written or printed notice stating the place, day and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than thirty (30) days before the day of the meeting either personally or by mail to the membership. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at his/her address as it appears on the records of the association, with postage thereon prepaid.

Section 5: Quorum. Members holding one tenth (1/10) of the votes entitled to be cast on the matter to be voted upon represented in person or by absentee ballot shall constitute a quorum. If less than a quorum of members are represented at a meeting, a majority of the members present may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally notified. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 6: Absentee ballot. At all meetings of members, a member may vote by absentee ballot executed in writing by the member or his/her duly authorized attorney-in-fact. Such ballot shall be filed with the secretary of the association before or at the time of the meeting. No voting by proxy shall be allowed.

Section 7: Cumulative voting. There shall be no cumulative voting, however, a member may vote for less than the number of directors to be elected.

Section 8: Action by Members. Any action by the membership must be approved by a majority vote. A majority vote shall consist of a majority of those present and/or voting at a meeting at which a quorum is present.

Section 9: Informal Action by Members. Any action required to be taken at a meeting of the membership, or any other action which may be taken at a meeting of the members, may be taken without a meeting, if a consent in writing, setting forth the actions so taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof.

**ARTICLE V
BOARD OF DIRECTORS**

Section 1: General Powers. The affairs of the association shall be managed by its Board of Directors and they are authorized to act in the name of the association. Directors need not be residents of the State of New Mexico, but must be members of the association in good standing.

Section 1.1: Qualifications: The following are qualifications for a member to be nominated for or to serve on the Board of Directors:

- A. Must be a member in good standing [See Article X, Section 10].
- B. Must have owned property within Cloud Country Estates for a minimum of two (2) years.
- C. Must not have a co-owner, spouse, nor other such owner of the same property within the Estates currently serving on the board nor running for the same board that would allow both to serve on the board of directors at the same time.
- D. Members that enter or have ever entered into a legal action against the Board of Directors, Officer's of the Association, or Cloud Country Estates, POA and did not prevail shall not be eligible for directorship nor to serve as an officer of the Association for a period of five (5) years after the entry of the final judgment in said action.

Section 2: Number, Tenure. The Board of Directors shall consist of a minimum of (8) members and a maximum of (12) members. The elected Estates Directors will also serve as part of the Board of Directors of the Cloud Country Club and conduct business of both corporations set forth in the Common Rules and Regulations of the Cloud Country Club and Cloud Country Estates.

Directors shall be elected for staggered terms and serve for two (2) years.

The procedure for selection of the board members will be as follows:

The number of Cloud Country Estates Directors to serve on the board will be determined by the ratio of CCE members in good standing to the total Cloud Country Club membership in good standing.

Example :

	ODD YEARS	EVEN YEARS	TOTAL DIRECTORS
Estates Directors	4	5	9
Estates Directors	0	1	1
	--	--	--
	5	6	10

Section 3: Regular meetings. A regular meeting of the Board of Directors shall be held without any other notice than this by- law immediately after the annual meeting of members or within one week. The Board of Directors may provide, by resolution, the time and place for holding additional regular meetings.

Section 4: Special meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors, and shall be held at any place, either on or within Otero County as determined by the Board of Directors.

Section 5: Notice. Notice of any special meeting of the Board of Directors shall be given at least ten (10) days previously thereto by written notice delivered personally or mailed to each Director. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to said Director at his/her address as it appears on the books of the association with postage thereon prepaid. Any Director may waive notice of any meeting.

Section 6: Quorum: A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; but if less than a majority of the directors is present at any meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7: Manner of Acting: The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the association. In the event of a tie vote, any proposed action shall be considered to have failed.

Section 8: Vacancies: Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors, although less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of the membership called for that purpose.

Section 8.1 Removal of Directors. At any regular or special membership meeting duly called and with a quorum of the membership represented, any one or more of the Directors may be removed with or without cause by a 3/4 majority of Members voting. A successor may then and there be elected by the membership to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 9: Compensation: No compensation shall be paid to the Directors for their services.

Section 10: Action by the Board of Directors without a meeting. Any action required to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, may be taken without a meeting if all of the Directors shall indicate in writing their consent to the action taken, which consent shall become a part of the books and records of the Association.

Section 11: Nomination: Nomination for election to the Board of Directors shall be made by one for the following:

- 11.1. The Nominating Committee
- 11.2. Notification in writing to the nominating committee by April 15th, by any member in good standing.
- 11.3. Nomination from the floor by a member in good standing at the general Meeting.

Section 13: Indemnification.

13.1 The Association shall indemnify its Officers and Directors, who was or is a party, or is threatened to be made a party, to any pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (whether by or in the right of the Association) by reason of the fact that such person is or was a Director or Officer of the Association, against all loss, expenses (including, but not limited to, reasonable attorneys' fees and costs of the proceeding), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with or in defense of such action, suit or proceeding to the fullest extent permitted by the New Mexico Nonprofit Corporation Act; provided (a) that he or she conducted himself or herself in good faith; (b) he or she reasonably believed: (1) in the case of conduct in his or her official capacity with the Association, that his or her conduct was in its best interests; and (2) in all other cases, that his or her conduct was at least not opposed to its best interests; and (3) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.

13.2 The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the Director did not meet the standard of conduct described in this article.

13.3 The Association may not indemnify an Officer or Director under this article:

- a. in connection with a proceeding by or in the right of the Association in which the Officer or Director was adjudged liable to the Association; or
- b. in connection with any other proceeding charging improper personal benefit to him or her, whether or not involving action in his or her official capacity, in which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her.

13.4 Indemnification permitted under this article in connection with a proceeding by or in the right of the Association is limited to reasonable expenses incurred in connection with the proceeding.

13.5 The Association may pay for or reimburse the reasonable expenses incurred by an Officer or

Director who is a party to a proceedings in advance of final disposition of the proceeding if:

- a. the Officer or Director furnishes the Association a written affirmation of his or her good faith belief that he or she has met the standard of conduct; and
- b. the Officer or Director furnishes the Association a written undertaking, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct; and

- c. a determination is made that the facts then known to those making the determination would not preclude indemnification under this article.

13.6 The undertaking required by subparagraph 13.5(b) must be an unlimited general obligation of the Officer or Director but need not be secured and may be accepted without reference to financial ability to make repayment.

13.7 Determinations and authorizations of payments under this article shall be made in the manner specified in the following provisions.

13.8 The Association may not indemnify an Officer or Director unless authorized in the specific case after a determination has been made that indemnification of the Officer or Director is permissible in the circumstance because he or she has met the standard of conduct set forth above.

The determination shall be made:

- a. by the Board of Directors by majority vote of a quorum consisting of Directors not at the time parties to the proceeding;
- b. if a quorum cannot be obtained under subparagraph a, by majority vote of a committee duly designated by the Board of Directors (in which designation Directors who are parties may participate), consisting solely of two or more Directors not at the time parties to the proceeding; or
- c. by special legal counsel:
 - (1) selected by the Board of Directors or its committee in the manner prescribed in subparagraph a or b; or
 - (2) if a quorum of the Board of Directors cannot be obtained under subparagraph a and a committee cannot be designated under subparagraph b, selected by majority vote of the full Board of Directors (in which selection Directors who are parties may participate); or
- d. by a majority vote of the membership at a special meeting called for such purpose.

13.9 Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled to select counsel.

13.10 Indemnification provided herein shall be exclusive of any and all other rights and claims to which those indemnified may be entitled as against the Association, and every Director, Officer or employee thereof under any Bylaw, resolution, agreement or law and any request for payment hereunder shall be deemed a waiver of all such other rights, claims or demands as against the Association and each Director, Officer and employee thereof. The indemnification provided herein shall inure to the benefit of the heirs, executors, administrators and successors of any person entitled thereto under the provision of this Article.

13.11 The Association shall purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

13.12 All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as an expense subject to Special Group Assessment; provided, however,

that nothing in this Article contained shall be deemed to obligate the Association to indemnify any Member or Owner who is or has been a Director or Officer of the Association with respect to any duties or obligations assumed or liability incurred by him or her under and by virtue of the Declaration and these Bylaws that were assumed or incurred outside of his or her conduct specifically related to the fulfillment of his or her duties as an Officer or Director of the Association.

ARTICLE VI
OFFICERS

Section 1: General. The officers of the association shall consist of a president, one or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the office of President.

Section 2: Election of Term of Office. The officers of the association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his/her successor has been duly elected and qualified.

Section 3: Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of any officer or agent shall not in itself create such contract rights.

Section 4: Vacancies. A vacancy in any office, however occurring, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5: Duties and Powers, The officers shall have such powers and shall perform such duties as may from time to time be specified in resolutions or other directives of the Board of Directors. In the absence of such specification, each officer shall have the power and authority and shall perform and discharge the duties of offices of the same title serving nonprofit corporations having the same or similar general purposes and objectives as this association.

Section 6: Compensation. The compensation of the officers shall be fixed from time to time by the Board of Directors, but no officer shall be prevented from receiving such salary by reason of the fact that he/she is also director of the association.

ARTICLE VII
CONTRACTS, LOANS, CHECKS AND DEPOSITS'

Section 1: Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the association, and such authority may be general or confined to specific instances.

Section 2: Loans. No loans shall be contracted on behalf of the association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3: Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences 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 shall from time to time be determined by resolution of the Board of Directors.

Section 4: Deposits. All funds of the association, not otherwise employed shall be deposited from time to time to the credit of the association in such banks, trust companies or other depositories as the Board of Directors may select.

Section 5: Gifts. The Board of Directors may accept on behalf of the association any contribution, gift, bequest, or device for any purpose of the association

ARTICLE VIII
DUES AND DISCIPLINE

Section 1: Dues. The Board of Directors shall determine from time to time the amount of dues payable to the association by the members and shall give appropriate notice thereof to the members. The dues shall be payable by all members within sixty (60) Days of the notification thereof.

Section 2: Special Assessments. Upon the consent of an absolute number of two thirds (2/3) of all of the Directors, special assessments may be made of the membership, for the purpose stated in the said assessments and said assessment shall be payable at such time after notice to the members as specified by the Board of Directors.

Section 3: Lien Rights. Where appropriate, and wheresoever allowed by the succession in interest by the association to rights of Cloud Country Estates Property Owners Association, the Board of Directors may direct that unpaid dues and assessments may be enforced by lien against property belonging to the members as provided in the restrictive covenants of the subdivision.

Section 4: Loss of Privileges. Any member whose dues are unpaid as of sixty (60) days prior to the annual meeting shall not be entitled to vote at the said annual meeting, and his/ her membership shall be excluded for the purpose of calculating a quorum for said meeting. In addition, any member whose dues and assessments are unpaid after their due date, shall not be entitled to the use of any of the common facilities, recreational areas and other similar properties owned by or held for

the benefit of members of the association. In addition, where appropriate, the Board of Directors may authorize the cessation of services, and take steps to assure the cessation of services, to the lot owned by such a member delinquent in the payment of his/her dues or assessments.

Section 5: Effect of Transfer on Unpaid Assessments. Liens for any unpaid assessments shall be unaffected by any sale or transfer of a full or partial ownership interest in a Lot. In the event of full or partial sale or transfer of an ownership interest in a lot, it shall be the sole obligation of the Owner selling or transferring such interest (and not the Association) to disclose to any buyer or transferee by written notice that an unpaid assessment and associated lien against the ownership interest exist prior to the date at which such sale or transfer is to be consummated. A copy of such notice shall be sent to the Association at the same time. Upon written request, the Association shall provide an owner with a statement reflecting the amount of any unpaid or delinquent assessments with respect to a Lot owned by said Owner. A sale or other transfer of title to such Lot shall not release such former Owner from said liability notwithstanding an assumption of liability by the purchaser or transferee.

ARTICLE IX
COMMITTEES

Section 1: INTERNAL AUDIT COMMITTEE: The Internal Audit Committee (IAC) is tasked to provide an annual audit of the organizations financial records. The IAC shall be an independent entity operating autonomously under the direction of the chairman and consist of a chair person and at least two other members. The IAC is accountable solely to the Board of Directors.

Section 1.1: IAC CHAIRMAN APPOINTMENT: The Board of Directors shall select and appoint the IAC Chairman. The IAC Chairman shall have the discretion of selecting the other members of the committee and will report the names of the members to the Board of Directors as soon as they are selected.

Section 1.2: IAC MEMBERSHIP REQUIREMENTS: To be appointed as an IAC member the individual must:

- a. Be and remain a member in good standing.
- b. Have a general working knowledge of standard bookkeeping/accounting procedures.
- c. Not have served as a Board Director/Officer within the audit period.
- d. Not be related to a Board Director/Officer.
- e. Not receive enumeration for services rendered.
- f. Maintain the preceding requirements through the committee tenure.

Section 1.3: RESPONSIBILITIES: The IAC Chairman will serve as the single point coordinator with the Treasurer for purposes of obtaining necessary information/records to initiate and complete the annual audit. The Chairman's responsibilities shall be determined by the board of directors and shall include but not be limited to the following:

- a. Upon completion of the audit, annotate the ledger reflecting the books have been audited; e.g. Audited, (date), and (signature of Chairman).

- b. Prepare a written audit report reflecting the findings and recommendations of the IAC. If no irregularities are found, the report states: The books of Cloud Country Club Incorporated were audited and found correct. The report is dated and signed by the Chairman and all committee members.
- c. Submit a final copy to the Treasurer and President of the Board of Directors.
- d. Address the annual audit at the next scheduled Regular Board of Directors following completion of the written report.
- e. Instruct committee members to maintain confidentiality of the annual audit report until it has been briefed or presented publicly at a Regular Board of Directors or Annual Membership meeting.

Section 2: The Nominating Committee: A nominating committee chairman shall be appointed by the Board of Directors at their first regular meeting following the annual meeting of the members. The Chairman of the nominating committee will be selected from the new Board of Directors. The chairman shall select 2 or more committee members who will serve from their appointment until the beginning of the following annual meeting.

Section 2.1: RESPONSIBILITIES: The Nominating Committee shall be active in seeking candidates to run for office for any position(s) being vacated. The candidates for office will be submitted, in writing, to the Board of Directors at the Regular meeting in May of each year. Procedures for nominations are contained in Article V, Section 11.

ARTICLE X MISCELLANEOUS

Section 1: Certificates. There shall be no certificates issued by the association to the members thereof, but such membership shall be determined by the equitable title of the lots in the subdivision as determined by the records of the County Clerk, Otero County, New Mexico.

Section 2: Dividends Prohibited. No dividends shall be paid and no part of the income or profit of the association shall be distributed to its members, directors, or officers.

Section 3: Common Facilities. Any common facilities relating to the subdivision, which are intended to be held proportionately by the membership, shall be returned, transferred and/or conveyed to the said members upon any dissolution of the association and prior to any distribution of assets.

Section 4: Books and Records. The association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors and shall keep at the office of the Secretary of the association a record giving the names and the addresses of the members entitled to vote. All books and records of the association may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time.

Section 5: Fiscal Year. The fiscal year of the association shall be determined by the Board of Directors.

Section 6: Seal. The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the association and the state of incorporation and the word "Seal".

Section 7: Waiver of Notice. Whenever any notice is required to be given to any member or director under the provisions of these by-law, a waiver thereof in writing, signed by the person entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 8: Rules and Regulations. The Board of Directors, or a committee appointed by the Board of Directors may establish rules and regulations for the operation and management and control of the common facilities and recreational areas of the members. Rules and Regulations will also be applied to private property but shall be limited to those concerning the burning of trash, open fires, water rationing and the right to "clean up" lots that are a fire hazard. The Board shall inform the members of such rules and regulations and each member of the association, his family and guests, as well as subsequent owners or occupants of any property, shall be bound by and abide by such rules and Regulations

Section 9: Enforcement. In the event that an Association member fails to meet his or her obligations created by the terms of this Agreement, and the Property Owners Association pursues legal action to enforce the obligation, the Association Member shall be liable to the Property Owners Association for all reasonable expenses incurred in such pursuit, including but not limited to attorney' fees and any debt owed with interest.

Section 10: Member in good standing. A member in good standing shall be defined as a member that has met all of their current financial obligations to the Association.

Section 11: In the event that an Association member or members files a legal action against the POA, and/or one or more of its Directors, and/or one or more of its Officers and does not prevail, the Association Member or Members shall be liable to the Property Owners Association for all reasonable expenses incurred in such pursuit, including but not limited to attorney' fees and court cost.

Section 12: Parliamentary Procedure. Robert's Rules of Order shall prevail at all meetings of the Board of Directors and of the membership.

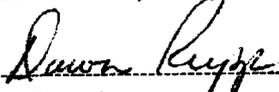
ARTICLE XI
AMENDMENTS

These by-laws may be altered, amended or repealed and new by-laws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors but no change may be implemented without approval by the membership at the next annual meeting or a special meeting of the membership.

State of New Mexico }
} ss.

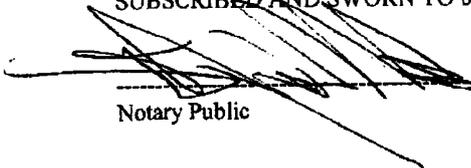
County of Otero }

I hereby certify that the above and foregoing By-laws of Cloud Country Estates Property Owners Association, a New Mexico Nonprofit Corporation, consisting of thirteen (13), this page included, are the Amended By-laws of this Association, adopted by the Board of Directors and approved by a membership vote, thereof, at the annual meeting held on the 1st day of July, 2006.



Dawn Rupp, Secretary

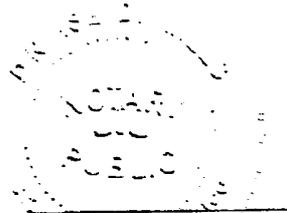
SUBSCRIBED AND SWORN TO before me this 13 day of SEP, 2008



Notary Public

My Commission Expires:

08/07/09



(SEAL)



William Allen, President

Notice of Recording a Duplicate

I am recording a duplicate in place of an original

for the following reason: original can not

be found

I affirm on my oath and under penalty of perjury

that the duplicate is unchanged from the original.

William J Johnson

Name Signed

WILLIAM J JOHNSON

Name Printed

70 SILVER FOX TR.

Address

HAVHILL NM 88339

City, State & ZIP Code

