



III. a. The duties of the Administrators shall be, but not limited to, the keeping of a bank account for the Road Association, the imposing and collecting of Road Association fees or dues, maintaining liability insurance for the benefit of the Road Association, its Administrators and all of the Lot Owners, and the hiring of contractors for the removal of snow, grading and blading of the roads, adding gravel, and affecting general road repairs and maintenance, for the adequate access and egress of all Lot Owners. The roadways shall be perpetually maintained within their present boundaries or driving areas. The surface of such roadways shall be maintained as to allow free and reasonable passage of such vehicular traffic as may be reasonable and necessary, in order that all Lot Owners may enjoy full and free use of the property. Timely repairs shall be made to prevent premature damage to the roadway.

b. In the event that a Lot Owner should by their use of said roadways cause it to be subjected to other than reasonable wear and should said roadway be damaged by such use, the individual(s) subjecting the roadway to such use shall have the obligation to repair such roadway to the condition existent prior to such use and all expenses therefrom shall be borne by such individual(s). Such repair shall occur within a reasonable time, not to exceed 7 days from date of damage.

c. Costs incurred of the Association will be divided equally between all Lot Owners. The Association will pay any and all bills resulting from contracted work by the Association within 30 days of receipt of statement.

IV. The Administrators shall be held harmless from and against any and all claims, damages, costs, or losses of any kind except grossly negligent or intentional actions.

V. In the event of a breach of these By Laws or rulings of the Administrators, the Road Association shall be entitled to a reasonable attorney fee in addition to damage and/or specific performance. In the event that any Lot Owner fails or refuses to make payment of money due the Association, the following procedure will be undertaken: The Association shall notify the Lot Owner in writing that he is in violation and advise him of the remedies that will be taken. After 3 months in arrears, the unpaid amount shall become a lien upon said Lot Owner's property serviced by the roadway. Lot Owners who have liens against their property put upon them by the Association, will not be included as eligible voters in Association meetings.

VI. These By Laws may be added to or amended by a 2/3 vote of the Lot Owners.

VII. These By Laws bind and benefit the Lot Owners' heirs, personal representatives, successors and assigns. These By Laws shall be effective upon the date of execution and shall be recorded with the Taos County Clerk.

Association Address: Send all correspondence to:  
Tierra del Sol Road Association  
c/o Jeanne Combo  
P.O. Box 1754  
Ranchos de Taos, NM 87557

Notarized by Notary Public, State of New Mexico, in the County of Taos, NM, on this 10th day of August, 2008. My commission expires on 10/31/2010.

00367

STATE OF NEW MEXICO )  
COUNTY OF TAOS ) ss.

Grantor: [Signature]  
Roger N. Lerman, President  
Double S&L Land Corporation

The foregoing instrument was acknowledged before me this 23rd day of June, 1994, by Roger N. Lerman.

My Commission Expires: 10-16-94

NOTARY PUBLIC OFFICIAL SEAL  
MARY JEAN GONZALES

NOTARY PUBLIC - STATE OF NEW MEXICO

Acceptance of Appointment as:  
Administrator: Jeannette (Jeane) Combo  
Jeannette Combo

My Commission Expires 10-16-94  
Date

STATE OF NEW MEXICO )  
COUNTY OF TAOS ) ss.

The foregoing instrument was acknowledged before me this 23rd day of June, 1994.

My Commission Expires: 10-16-94

NOTARY PUBLIC OFFICIAL SEAL  
MARY JEAN GONZALES

NOTARY PUBLIC - STATE OF NEW MEXICO

Acceptance of Appointment as:  
Vice-Administrator: Jonathan Sobol  
Jonathan Sobol

My Commission Expires 10-16-94  
Date

STATE OF NEW MEXICO )  
COUNTY OF TAOS ) ss.

The foregoing instrument was acknowledged before me this 23rd day of June, 1994.

My Commission Expires: 10-16-94

NOTARY PUBLIC OFFICIAL SEAL  
MARY JEAN GONZALES

NOTARY PUBLIC - STATE OF NEW MEXICO

COUNTY OF TAOS ) SS  
STATE OF NEW MEXICO )  
I hereby certify that this instrument was filed  
for record on the 23rd day of JUNE A.D.  
1994 at 11:22 o'clock A in  
and was duly recorded in book 10-1168  
page 316-318 of the records of Taos County.  
Witness my Hand and Seal of Office  
German M. Medina  
County Clerk, Taos County, N.M.

[Signature]  
Deputy

NOTARY PUBLIC - STATE OF NEW MEXICO  
My Commission Expires 10-16-94

00368