

ENCHANT-A-RAMA WATER CO-OP

John F. Gebman, President
HC-75, Box 148
Chama, New Mexico 87520
505-588-9308

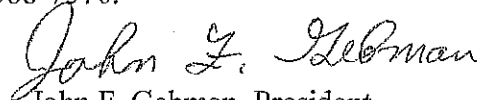
Chama Realtors,

February 10, 2005

Amended Covenants

These are the revised Covenants, in effect January 1, 2005, covering the Enchant-A-Rama Sub Division and the Brazos Rim Sub Division located on highway 512, in the Brazos Canyon.

I hope this will help answer questions your potential buyers may have for these sub divisions. All the property owners in these two sub divisions have a copy and should present them to any new owners. If you have any other questions feel free to call me or Mrs. Eleanor Heaney, E-A-R Co-op Treasure at 505-588-7570.


John F. Gebman, President
Enchant-A -Rama Water Co-op

5-21-2015

Enchant-A-Rama Water Coop Dues

\$150. Road Fees

\$300. Water

NEW HOOKUP \$7500.00

Pres. Gerald Crowder (505) 220-4349
505-220-5348

www.Enchantarama.org

**ENCHANT-A-RAMA WATER CO-OPERATIVE
2004
DECLARATION
OF
PROTECTIVE COVENANTS
CONDITIONS, RESERVATIONS AND RESTRICTIONS
FOR
ENCHANT-A-RAMA SUBDIVISION AND BRAZOS RIM
SUBDIVISION**

This declaration supersedes the Declarations(s) of Protective Covenants of Enchant-A-Rama Subdivision, Brazos Rim Subdivision of 7/12/94 and Enchant-A-Rama, Inc., of 9/22/72.

Enchant-A-Rama Subdivision, Brazos Rim Subdivision and Enchant-A-Rama Water Co-Operative have been established for the purpose of providing a uniform plan for the development of attractive mountain home sites, for private residential uses, to assure the maximum enjoyment of the area by the Owners and to secure each Owner the full benefit of their property while preserving the natural beauty, enhancing and protecting the value, attractiveness and desirability of the lots or tracts that are part of Enchant-A-Rama Subdivision and Brazos Rim Subdivision located in Rio Arriba County, New Mexico, more particularly described in those Plats filed in the Book of Plats, 98 / 117-A / 131-A, Pages 139 / 511 / 819 / 829 .

Enchant-A-Rama Subdivision, Brazos Rim Subdivision and Enchant-A-Rama Water Co-Operative declares that all the described real property and each part of such property shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions with the land and shall be binding on all parties having any right, title, or interest in the described property or any part of such property, their heirs, successors, and assigns, and shall inure of each Owner of such property.

It is the responsibility of every property owner in Enchant-A-Rama Subdivision, Brazos Rim Subdivision and Enchant-A-Rama Water Co-Operative to be familiar with the terms of the Protective Covenants. In the event of the sale of any such property, it is the responsibility of the SELLER to notify both the Buyer and the Realty Company, and Agents, of the existence of the Protective Covenants and to provide each Buyer with a copy of the Covenants.

**ARTICLE ONE
DEFINITIONS**

SECTION 1. "Protective Covenants" shall mean and refer to Enchant-A-Rama Subdivision and Brazos Rim Subdivision Owners, its successors and assigns.

SECTION 2. "Common Area" shall mean all Real Property owned by the Enchant-A-Rama Water Co-Operative for the common use and enjoyment of the Owners.

The Common Area Owned by the Enchant-A-Rama Water Co-Operative is described as follows:

| | |
|-----------------------------|------------------------------------------------------------|
| Brazos Rim Subdivision: | Unit 4, Lot 1 Unit 4, Utility Lot 1 Unit 4, Lot 17-B |
| Enchant-A-Rama Subdivision: | Tract B BK 197 Utility Lot, E-R-A Subdivision |
| Brazos Lodge Enchant-A-Rama | Lot C-1 Lot C-4 Lot R-1 BK 146-127 |

These parcels are to be used as Greenbelt and Utility Sites only, and never to be used as residential or commercial sites.

SECTION 3. "Member" shall mean every person or entity who holds membership in the Enchant-A-Rama Water Co-Operative.

SECTION 4. "Owner" shall mean the recorded Owner of a lot within the Subdivision, whether one or more persons or entities own said lot. It shall include contract sellers, but it shall not include those holding title merely as security for performance of an obligation.

SECTION 5. "Subdivision" shall mean the Subdivisions Enchant-A-Rama Subdivision, Brazos Rim Subdivision more particularly described above, and any additions to said Subdivisions which may occur in the future.

SECTION 6. "Covenants" shall mean this Declaration of Covenants, conditions and restrictions for Enchant-A-Rama Subdivision and Brazos Rim Subdivision.

ARTICLE TWO BUILDING AND DESIGN

SECTION 1. Property Owners planning construction, remodeling, additions to, or alterations of any improvements shall notify their building contractors and architects of the existence of the Protective Covenants.

A – In order to prevent the construction of any undesirable dwelling in designated residential subdivision areas, the plans for building and location on residential lots shall be submitted for approval to Enchant-A-Rama Water Co-Operative Board of Directors. Before actual construction commences, such committee shall be responsible for reviewing the plans for all new construction, additions, or modifications to dwellings, outbuildings, carports or other structures, to ascertain that the plans and subsequent construction meet the minimum building requirements set forth in this declaration.

B – Without limiting the generality of the factors to be considered by the Enchant-A-Rama Co-Operative Board of Directors, the following restrictions shall apply to all lots:

- 1.** - Residential style and design shall be new construction. Dwelling structures shall be of materials compatible with the rustic mountain cabin motif of logs, log siding, wood siding, stone and brick. Metal exterior siding shall only be permitted for roofing. All roofing material must be of fire proof rated material. All improvements erected upon the premises shall be of new construction.
- 2.** - Manufactured Modular Homes shall be permitted provided they conform to conditions, reservations and restrictions outlined in said Covenants, with approval from Enchant-A-Rama Water Co-Operative Board of Directors, including building structure. Installation shall be made in accordance with the restrictive building codes of the State of New Mexico. Double wide trailers and other such trailer residences shall not be placed or erected in any subdivision.
- 3.** - All residences erected in any subdivisions shall have a minimum heated floor space of at least one thousand (1000) square feet. The term "floor space," as used herein, shall mean the floor area of the residence structure only.
- 4.** - Construction of residents must be finished within two (2) years from the date such construction commences.
- 5.** - House trailers may be used as living quarters within said area only during construction period, and not to exceed two (2) years from date placed on premises.
- 6.** - All building sites are subject to utility and sewage disposal easements as shown on the Recorded Plats of the Subdivision. No obstructions shall be placed in or across any easements.
- 7.** - All buildings, structures, septic tanks, and all leach lines extending from septic tanks on residential lots shall be located no nearer than fifteen feet (15') from any lot boundary line.
- 8.** - No septic tank and/or leach field shall be constructed on any residential lot which does not conform to the current standards, rules and regulations of the New Mexico Environmental Improvement Department. No septic tank and/or leach field shall be constructed without a proper permit from the New Mexico Environmental Improvement Division. It shall be the Property Owner's responsibility to obtain a correct permit from the New Mexico Environmental Improvement Division for any septic tank and/or leach field.
- 9.** - Plumbing, heating and electrical installation shall be made in accordance with the respective Codes of the State of New Mexico.
- 10.** - All dwelling structures shall have indoor plumbing facilities for waste disposal and no outdoor privies shall be permitted on the premises except for the period of construction of a residential dwelling.

ARTICLE THREE PRIVATE & STATE ROADS

SECTION 1. – Roads affording ingress and egress to the various sites or tracts are dedicated to the County of Rio Arriba, shown on the Records Plats. To the extent that said roads are not maintained by the County of Rio Arriba, the Enchant-A-Rama Water Co-Operative may proceed to perform such maintenance as it may deems reasonably necessary, and the cost and expense of such maintenance performed by ~~the Owners~~ Enchant-A-Rama Water Co-Operative and Brazos Rim Subdivision, shall be paid by the Owners on a pro rata or other equitable basis as determined by the Board of Directors of Enchant-A-Rama Water Co-Operative upon presentment of invoices to the Owners of such lots or tracts.

SECTION 2. – All roads as shown on the Recorded Plat of the Subdivisions are private roads. Such roads can only be changed or altered by the consent of all Property Owners whose access to property is affected.

SECTION 3. – Enchant-A-Rama Water Co-Operative reserves easements over or under the surface, or both, required for the installation and maintenance of electric, telephone and gas lines, water, sewer, and other public and private utilities with the right to assign the easements. The easements herein reserved are as shown on the Recorded Plat of the Subdivisions.

ARTICLE FOUR GENERAL PROVISIONS

SECTION 1. – These Protective Covenants shall be binding upon the Owners and their successors and assigns and all persons claiming by or through or under them, for a period of three (3) years from the date of the filing of this instrument in the Office of the County Clerk of Rio Arriba County, New Mexico, at which time, these Covenants and Restrictions shall automatically be extended for successive periods of three (3) years, unless revoked, modified or dispensed with by a majority vote of the record Owners (one (1) vote per lot) of all lots within the Subdivisions. Any modifications or revisions so voted by a majority of lots shall be written on an instrument and shall be recorded in the Office of the County Clerk of Rio Arriba County, New Mexico ninety (90) days prior to the expiration of any three (3) year extension.

SECTION 2. – The foregoing Covenants may be enforced by the Enchant-A-Rama Water Co-Operative, its successors and assigns, or by the Owner of any property within the Subdivision,§ by appropriate action in law or in equity, either for the recovery of damage or breach, or for injunction abate or remedy any breach or default. Failure by any such party to enforce any restrictions, conditions, or Covenants herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to any breach occurring prior or subsequent thereto. It is specifically understood and agreed that the violation or breach of any restriction, Covenant, or servitude contained herein, shall constitute sufficient cause for the Enchant-A-Rama Water Co-Operative, or any site Owner to obtain an injunction.

In the event the terms and provisions hereof shall be deemed, construed, or result in what would be a violation of the rules against perpetuities, unreasonable restraint against alienation, or other similar rules, then, and in such event, the terms and provisions hereof shall continue for such period of time as will result in their being valid.

SECTION 3. – Each lot is for single-family residential purposes only. This provision shall not prevent the combination of two (2) or more adjoining lots to create a larger lot in order to meet rules and regulations of the New Mexico Environmental Improvement Division rules and regulations concerning septic and leach field requirements.

SECTION 4. – There shall be no commercial activities conducted on any lot, with the exception of “Home Offices.” Home offices must be approved by the Board of Directors of Enchant-A-Rama Water Co-Operative.

There shall be no renting of lots or structures by an Owner. Leasing of lots or structures by an Owner for periods of less than ninety (90) consecutive days, are strictly prohibited.

SECTION 5. - No outbuildings, basements, tents, tent dwellings, travel trailers, shacks, garages, sheds, or temporary buildings of any kind shall be used as a residence either temporarily or permanently.

Exception: Children’s tents, if supervised by adults, may be permitted on a temporary basis, if a permanent approved residential dwelling is on the property.

SECTION 6. – No noxious or offensive activities shall be carried on in any lot.

In deference to the wildlife and quietness of the area, the discharging of firearms shall not be permitted. Grantee, his successors and permittees, shall not hunt, chase, or harass animals or birds in the subdivision.

SECTION 7. – Owners may have animals on lots subject to the rules and regulations promulgated by the Board of Directors of the Enchant-A-Rama Water Co-Operative and in conformance with the New Mexico Animal Control Regulations.

No Owners may have livestock of any kind upon residential lots, except that a reasonable number of household pets are permitted. Dogs shall not be permitted to run free and shall always be on a leash.

Residential lots one (1) acre or more in size shall be permitted to maintain saddle horses or pack animals provided they are contained in an enclosed, fenced or corralled facility.

SECTION 8. – No sign of any kind shall be displayed to public view on any lot or common area without the prior written consent of the Enchant-A-Rama Water Co-Operative, except customary name, address signs, and “For Sale” signs. Signs shall be limited to one sign per lot and are not to exceed sixteen (16) square feet.

SECTION 9. – Each lot shall be maintained free of rubbish and trash, and the same shall be removed from the premises and not allowed to accumulate thereon.

SECTION 10. – In order to retain the natural beauty, all garbage and trash shall be placed and kept in covered containers, in a location not visible from neighboring property.

SECTION 11. – Inoperable or unregistered vehicles shall be stored out of public view or must be placed in a fully enclosed structure. Recreational vehicles, campers, boats, or trailers may be stored on the property year round if there is a permanent approved residential dwelling on that property and they do not constitute an eye sore to the other property owners. Vehicles shall not be stored or parked on any other property for a period in excess of fourteen (14) days, if the property owner is not present on said premises. If such vehicles are in violation of this section, the Enchant-A-Rama Water Co-Operative Board of Directors may take necessary action to have the vehicle removed and the Owner of the lot shall be liable for any and all expenses incurred by the Board of Directors relating to such action.

SECTION 12. – In the event that a structure is destroyed, wholly or partially by fire or any other casualty, said structure shall be properly rebuilt or repaired to conform to this declaration, or all the remaining structures, including the foundations and all debris, shall be removed from the lot. This must be completed within twenty-four (24) months.

SECTION 13. – No structure, other than a fence or gate, shall be constructed nearer than fifteen feet (15') feet from any boundary line of any lot or tract within said designated residential area, and no fence, wall or other enclosure thereon shall be erected without approval by the Enchant-A-Rama Water Co-Operative Board of Directors.

SECTION 14. – No more than one (1) dwelling structure, in addition to necessary and appurtenant outbuildings, shall be constructed on any residential lot which is less than three quarters (3/4) acre in size.

SECTION 15. – Invalidity of any one of the Protective Covenants contained in this declaration by judgment shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 16. – These declarations shall be governed by, construed, and enforced in accordance with the laws of the State of New Mexico. All controversies and/or disputes arising under these declarations shall be resolved in the District Court of Rio Arriba County, New Mexico, which shall be the sole Court that has jurisdiction for the enforcement of the Rules and Regulations of these Protective Covenants.

SECTION 17. – If a lot owner shall bring legal action against Enchant-A-Rama Water Co-Operative or its Board of Directors, and should the Enchant-A-Rama Water Co-Operative or its Board of Directors prevail in said lawsuit, the lot owner will be responsible for any and all legal fees, court costs and expenses of suit incurred by Enchant-A-Rama Water Co-Operative and its Board of Directors in defending the Enchant-A-Water Co-Operative.

The Board of directors of Enchant-A-Rama Water Co-Operative recognize this instrument as the amended Covenants governing the Brazos Rim Subdivision and the Enchant-A-Rama Subdivision, effective January 1, 2005.

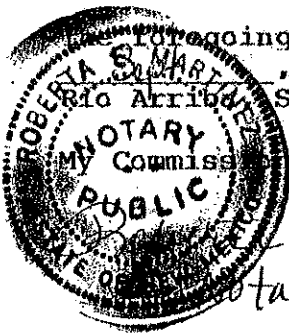
This instrument is executed on September 4, 2004, by the Enchant-A-Rama Water Co-Operative Board of Directors:

John F. Gebman
John F. Gebman, President
Leo Cowder
Leo Cowder, Board Member
Ron Fernandez
Ron Fernandez, Board Member

Ron Mershon
Ron Mershon, Vice President
Allison Parks
Allison Parks, Board Member
Russell Durrer
Russell Durrer, Board Member

EXECUTED AT RIO ARRIBA COUNTY COURT HOUSE, TIERRA AMARILLA, NEW MEXICO ON
9-14-04 2004.

J. Fred Vigil BY: Terma May



The foregoing instrument was acknowledged before me this 14th day of September, 2004 by John F. Gebman. Notary Public in and for County of Rio Arriba, State of New Mexico.

expires: Dec. 15, 2004

R. Martinez
Notary



RIO ARRIBA
J. FRED VIGIL, COUNTY CLERK
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Book 514 Page 446
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Handwritten initials

**The AMENDED BY-LAWS of
The ENCHANT-A-RAMA WATER CO-OPERATIVE
July 2000**

ARTICLE I

I MEMBERSHIP

A person who wishes to be admitted to membership in this Co-operative Association, hereinafter the Co-operative, shall file with the Secretary of the Co-operative, an application for membership on such form as the Co-operative directors shall provide. The application form shall include, in addition to such other information as the board of directors may from time to time determine, a statement that the applicant is a landowner in the Enchant-A-Rama or Brazos Rim Subdivisions, that the applicant will comply with and be bound by the terms and conditions relating to membership contained in these by-laws and any amendments hereto, and that following acceptance of the application and hook-up, annual maintenance fees as determined by the board of directors shall be paid. Each member will pay these fees if additional water installations are constructed.

ARTICLE II

II MEMBERSHIP CERTIFICATES

A certificate shall be issued for each lot to which water service has been purchased. Each member will receive a numbered certificate as a bona fide receipt of membership in the Enchant-A-Rama Water Co-operative stating the lot to which the water is service is hooked up and whether the member is a user or non-user. Regardless of the number of certificates, each member has one membership and one vote in the Co-operative. Certificates may be reclaimed by the Co-operative when there is a default in payment of the annual maintenance fees. The Board of Directors is empowered to notify the delinquent member and demand payment within 30 (thirty) days. The delinquent member may request a hearing before the Board of Directors during that period. If the delinquent member does not pay the amount in default, or does not make some kind of settlement with the Co-operative through the Board of Directors, the water certificate that is in default will be reclaimed by the Enchant-A-Rama Water Co-operative.

ARTICLE III**III RESTRICTION ON TRANSFER OF MEMBERSHIP**

Memberships which shall be evidenced by a certificate, shall not be transferable except as follows:

- A. Under no circumstances can any person not eligible for membership acquire any membership or interest in any membership.
- B. If a member sells his or her land located within the subject property, his membership shall automatically pass to the purchaser, subject only to the approval of the board of Directors. The purchaser must immediately apply for membership in the Co-operative, and if the purchaser is accepted for membership, the selling member shall be automatically withdrawn from membership; as related to the land sold without the necessity of further action.
- C. If a member dies, his or hers membership shall pass to his or her devisee, which persons may then apply for transfer of membership.
- D. Any other purported transferee, including those claiming rights pursuant to act of any court, shall not have any rights of membership unless said transferee is eligible for membership under these by-laws.

ARTICLE IV**IV. EXPULSION**

A. The Board of Directors may establish rules for expulsion of any member of the Co-operative for failure to comply with the by-laws or any rules or regulations of the Co-operative, which the Board of Directors is hereby authorized to promulgate and enforce. In the event of the expulsion of any member of the Co-operative for any reason whatsoever, such expelled member's equity shall be entered in the books of the Co-operative and upon dissolution of the Co-operative, he or she will be entitled to a distribution to him or her of the Co-operative's remaining assets. No distribution to such expelled member need be made at the time of such expulsion.

B. A member who is expelled will be required to pay all legal fees incurred by the Co-operative in the expulsion process should the Co-operative need to use legal counsel.

ARTICLE V

V. WITHDRAWAL

A. A member may withdraw from membership only in the event of the sale of his or her land then represented by his or her membership, but such withdrawal shall not affect his or her liabilities, if any, then owing or accrued to the Co-operative. In the event of the withdrawal of any member from the Association, such withdrawing members' equity shall be entered in the books of the Co-operative and upon the dissolution of the co-operative such withdrawing member will be entitled to a distribution of his or her rights in the Co-operatives' remaining assets. No distribution to such withdrawing member need be made at the time of withdrawal.

ARTICLE VI

VI ASSESSMENTS AND DISTRIBUTIONS

Any assessments levied or patronage dividends paid will be based on the proportionate amount of business each member does and has done with Enchant-A-Rama Water Co-operative Association.

ARTICLE VII

VII MEETINGS OF THE MEMBERS

A. PLACE AND TIME. A regular meeting of the members shall be held at the principal office of the Co-operative or at such other place as the Board of Directors may, from time to time designate, between June 1st and September 8th, preferably on a weekend.

B. SPECIAL MEETINGS. Special meetings of the members may be called at any time upon ten days written notice to the members. Only the president may call a special meeting. The president may do so only upon direction from the Board of directors or upon written request signed by at least 40% of the members. No business may be transacted at any special meeting

unless such business is specified in the notice for such meeting. Business that should have been transacted at the regular meeting may be transacted at an ensuing special meeting if such business is specified in the notice of the special meeting.

C. VOTING. All members may vote in person or by mail on any issue and each member shall have one vote on each matter presented. A valid election shall occur when 51% of the current membership certificate holders have voted by mail, by proxy or by being present at the annual meeting. Voting by mail shall take place when the secretary sends to each member absent from the meeting an exact copy of the proposal to be acted upon at the meeting and a ballot. The mail vote of the member upon the proposal, if returned within twenty-one (21) days after mailing by the secretary, shall be counted together with the votes cast at said meeting and shall be counted for purposes of a quorum.

D. ORDER OF BUSINESS. The order of business shall insofar as possible be as follows:

1. Calling the roll
2. Reading and acting upon the minutes from the last meeting.
3. Presentation of the reports by the officers:
 - a. The Presidents Report
 - b. The Treasurers Report
 - c. Presentation of the Committee Reports
 - c1. The Committee on Finance Report
 - c2. The Committee on Nominations Report
 - c3. The Committee on by-laws Report
 - d. The election of Directors and Officers.
4. Old Business
5. New Business
6. Adjournment

ARTICLE VIII

VIII. BOARD OF DIRECTORS

A. QUALIFICATION AND TERM. From and including the sitting Board of Directors in the year 2000, the affairs of the cooperative shall be managed by a Board of Directors composed of five (5) or more persons who are water users. The Directors shall be elected according to a staggered term so that each year at least

one Director is elected by a simple majority of the membership. At least three (3) board members should be full-time residents of the Enchant-A-Rama, or Brazos Rim subdivisions, and the other board members must be at least landowners in such subdivisions. If there are not three (3) resident members to be elected as Directors, the Committee on Nominations may nominate seasonal residents to fill the positions. Board members shall serve for a term of three (3) years and until their successors are elected and duly qualified in their stead. A Director may be removed from office with or without cause by a vote of not less than a simple majority of the Co-operative membership at any regular or special meeting of the membership.

B. VACANCIES. In the event of any vacancy in the Board of Directors through death, resignation, or otherwise, the remaining Directors may, by a majority vote, elect a successor to hold office until the next annual meeting at which time a Director shall be elected by the membership.

C. DUTIES OF THE DIRECTORS.

1. Directors shall be responsible to the membership to uphold the by-laws and for operating the Co-operative accordingly.
2. Directors shall be responsible for the fiscal management of the Co-operative. They shall prepare an annual budget, recommend annual maintenance fees, and secure an audit through the Committee on Finance, all of which shall be presented at the Annual Meeting.
3. Directors shall keep minutes and submit all actions that took place on behalf of the membership to the Annual Meeting for approval at that time.
4. Directors shall insure that the water system shall be operating at optimum efficiency, ordering repairs and doing whatever else is necessary toward serving and maintaining the system.
5. Directors shall employ the manager of the water system and report to the Annual meeting who is being engaged for this responsibility and what remuneration is being paid.
6. Directors, on behalf of the Co-operative members, may enforce the Protective Covenants as deemed necessary.

7. Directors shall prepare an agenda and solicit agenda items from the membership twenty-one (21) days before the annual meeting and shall send out any ballots necessary to vote on matters that require a quorum.
8. No compensation shall be paid to a Director other than for his or her actual expenses incurred or owing after a resolution has been adopted by the Board of Directors authorizing payment for services rendered.
9. A meeting of the Board of Directors shall be held just after the Annual Meeting of the membership. Notice of Board Meetings shall be given in the same manner as notice of the membership meetings.
10. A Director may be removed, with or without cause, by a vote of a simple majority of the members at a regular or special meeting. The Director involved shall have an opportunity to be heard at the same meeting.

ARTICLE IX

IX OFFICERS

A. ELECTION OF OFFICERS. There shall be a President, Vice-President, Secretary, and Treasurer of the Co-operative Association. The President and Vice-President must be Directors. All officers shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Co-operation.

Each officer handling funds or securities amounting to \$1000 or more in any one year shall be covered by an adequate bond as determined by the Board of Directors and at the expense of the Co-operative.

B. DUTIES OF OFFICERS.

1. President and Vice-President. The President, or in the case of his or her absence, death, or disability, the Vice-President, shall sign all certificates of membership, preside at all meetings of the members, and shall have general supervision and control of all other officers and employees of the Co-operative. The Vice-President shall exercise all the powers of the President at any time or place where the President is not actually present and competent to act. The President shall only vote at Board meetings when his

vote is needed to break a tie vote. The President, with the approval of the Board of Directors, shall appoint members to all committees.

2. Secretary. The Secretary shall counter-sign all certificates of membership, keep minutes of all meetings, maintain a record of all transactions of the Co-operative and maintain books as prescribed by the statutes of this state. Should the Board of Directors require it, the Secretary shall present an oath to Board members for the faithful discharge of their duties.

Additionally, the secretary shall with the President, present the annual reports required by law to the State Corporation Commission. The Secretary shall be responsible for all communiqués between the Board of Directors and the membership. Twenty-one (21) days before the Annual meeting, the Secretary shall send out the agenda, the Directors minutes, and ballots necessary to make a quorum for matters to be voted upon at the Annual meeting.

3. Treasurer. The Treasurer shall have the custody and control of all money and funds of the Co-operative. He or she shall, at reasonable intervals, report to the Board of Directors the financial status of the Co-operative. He or she shall immediately deposit, in the Co-operative's name, all funds received by him or her on behalf of the Co-operative.

C. REMOVAL OF OFFICERS. Any officer may be removed office, with or without cause, by a vote of not less than two-thirds (2/3) of the members voting at a regular or special meeting.

ARTICLE X

X DUTIES OF THE COMMITTEES.

A. COMMITTEE ON FINANCE shall, with the cooperation of the Board of Directors, obtain a yearly audit for presentation at the Annual meeting. They shall be conferred with concerning annual maintenance rate changes and hook-up costs.

B. COMMITTEE ON NOMINATIONS shall evaluate the effectiveness of directors and make any recommendations for changes to the membership. They shall present a slate of directors to the membership to be voted upon at the Annual Meeting. The slate shall include one nominee to fill an expired term and any other vacancies on the Board of Directors that need to be filled. They shall

also submit nominations for committee chairpersons for the coming year and prepare a ballot for such elections which may be taken by mail in order assure a quorum.

ARTICLE XI

XI CHANGE OF OWNERSHIP OF THE WATER SYSTEM.

Enchant-A-Rama Water Co-operative received the water system from Enchant-A-Rama, Inc. on August 23, 1986 at the Enchant-A-Rama Water Co-operative Annual Meeting. By doing so, it is understood that the Co-operative shall have no responsibility and shall not be liable for any liabilities incurred by the contractor in the development of the water system. It is understood that Enchant-A-Rama, Inc. will receive legal ownership and the right to sell to new members. This amounts to the lots in Enchant-A-Rama and the Brazos Rim subdivisions that currently do not have membership certificates. Water development at other sites will be at the discretion of the Enchant-A-Rama Water Co-operative.

ARTICLE XII

XII NOTICE AND WAIVER OF NOTICE

Any notice required to be given by these by-laws may be given by mailing the same, addressed to the person entitled thereto, as his or her address is shown on the Co-operative books, and such notice shall be deemed to be given at the times of such mailing. Any member, director, or officer may waive any notice required to be given by these by-laws by appearing at any meeting to which such notice pertains and/or by affixing his signature to the minutes of such meeting.

ARTICLE XIII

XIII AMENDMENTS

These by-laws may be altered, amended, or repealed by a majority vote of all members of the Co-operative.

C E R T I F I C A T E

We, the undersigned, Officers and Board of Directors of Enchant-A-Rama Water Co-operative Association, a corporation organized and existing under and by virtue of the laws of the State of New Mexico, do hereby certify that the above and foregoing by-laws were duly adopted as the by-laws of said corporation at an annual meeting of the corporation held on September 9, 1999 and that the same do constitute the by-laws of said corporation.

Dated this 20th day of August 2000
~~1999~~

Leo R. Cowder
Leo R. Cowder, President, Director

Ron Fernandez
Ron Fernandez, Vice President, Director

Alice B. Cowder
Alice B. Cowder, Secretary

Allison M. Parks
Allison Parks, Treasurer, Director

John Gebwan
John Gebwan, Director

Bruce Pierce
Bruce Pierce, Director

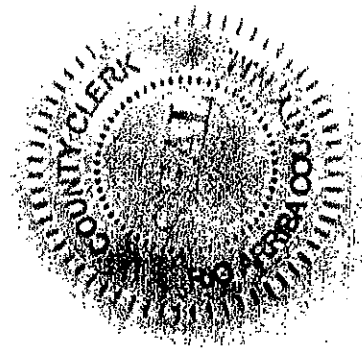
Ron Mershon
Ron Mershon, Director

206248

FILED IN THE COUNTY
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County Clerk, B.A. County
New Mexico
Deputy



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