

**Land User's Code  
for the  
Greater World Community Subdivision  
AUGUST 2003 Edition (Exhibit C)**

**MEMBERSHIP**

Members will be provided with a membership certificate and a deed which will allow, define and locate the member's lodging site as well as their ultimate interest in the common lands. A membership can only be obtained by the purchase of a lot/building site. Lots are paid for in full before construction begins and before a deed or a membership certificate is granted. Members cannot build any more actual interior floor space than the square footage described on the membership certificate. A member must get Association approval by the community Design Review Board for and in some cases pay a fee for any land modifications, walls, fences or structures other than the square footage listed on the membership certificate. Each member's individually owned lot will be defined by survey and deed.

All members accepted into the association are assumed to understand and be in agreement with the experimental nature of the G.W. program. All members are also assumed to understand and be in agreement with the enforcements of these restrictions described in another paragraph of this document.

In that the Greater World Community became (at the mandate of Taos County) a subdivision after it was already established as a community, rules and regulations of the subdivision will prevail over previously established rules and regulations of the community.

**BUILDINGS  
general**

All permanent buildings of any kind will be based on the Earthship concept as described in the books Earthship Volume I, Earthship Volume II, Earthship Volume III, and Comfort in any Climate. The homes will be subject to the Land Users Code of the Greater World Community in addition to the Uniform Building Code as used by the state of New Mexico. All design and construction drawing services shall be commissioned exclusively from Earthship Bioteecture as this is the source of the most current developments in Earthship design. Except for specifically defined areas or specifically documented arrangements, all structural shells and utility systems will be built under direct supervision of Earthship Bioteecture with the option of all interior design and finishing being completed by the owner. Variations will be subject to Greater World approval specifically by the Initiator or current Board of Directors. No portable "Out Buildings" allowed. If storage buildings are desired by members, the architectural nature of such storage buildings must conform to the "Earthship" concept or approved building variations described in the Greater World Land Users Code. Storage buildings can be unfinished on the inside. Open carports can be attached to the lodging or incorporated into the berm. Carports must be contained within 20'-0" of a non-buried exterior wall of the lodging. Enclosed automobile garages count as storage space and are subject to the same definitions, and restrictions. Trailers or mobile homes of all types will be prohibited except those mounted directly on a truck which complies with the large vehicle parking rules (See parking section of this document).

**TWO STORY**

Two story buildings are generally discouraged, except in the southern most portion of the community, the commercial district. Certain building locations however, may lend themselves to two story construction, based on the Earthship concepts, such as steep slopes and lava rock terrain. Two story construction can be approved by the Initiator or the Design Review Board on request and on a limited basis. In no case may two story construction be more than 30% of square footage

on membership certificate unless a variance has been granted by the Initiator or the Design Review Board.

## **BUILDING VARIATIONS**

The Greater World community is not a forum for individual experimental projects. It is intended as a demonstration of sustainable living concepts already tested and proven by Earthship Biotecture. Earthship Biotecture is working in cooperation with the New Mexico Construction Industries Division and Taos County and will strictly enforce the Uniform Building Code and the New Mexico tire building code as well as specific sustainable mechanical systems designs discussed in another portion of this document. Aluminum can domes are allowed as long as they are associated with enough thermal mass so as not to require back up heat.

## **BUILDING PERMITS**

No dwellings will be started without building permits from the New Mexico Construction Industries Division or the Taos County Planning Department. At this time, the State of New Mexico requires an engineer's stamp of approval on all tire construction. Earthship Biotecture can be commissioned to provide these services and will advise members as to the most economical method to obtain permit drawings. All buildings must be built exactly as per permitted drawings.

## **CONSTRUCTION**

Earthship Biotecture will build all structural shells with functioning sustainable mechanical systems except for specifically documented owner/builder exceptions. In the case of these exceptions the Earthship Biotectural Staff will inspect buildings under construction to enforce restrictions of this document at their own discretion. Owners may secure supervision, consultation or guidance from Earthship Biotecture. Fees will be charged as per the Earthship Biotecture fee schedule.

## **OWNER-BUILT PROJECTS**

Owner built projects will be limited to specific areas with specific documentation to allow such and will be inspected periodically by Earthship Biotecture staff to insure soundness of structure, proper installation of electrical and plumbing systems and compliance with the Land Users Code. Owner built projects are encouraged but Earthship Biotecture must determine if the member is capable of such. Consultation fees will be charged as per the Earthship Biotecture fee schedule. No owner built structure may be sold without final inspection and approval by Earthship Biotecture.

## **MECHANICAL SYSTEMS**

All power, sewage and water systems must be designed and installed under the direct supervision of Earthship Biotecture. All mechanical systems must be built exactly as per permitted and approved drawings. This section will be strictly enforced. All Taos County specific permits and inspections are also required.

## **PROPANE BACK-UP**

Propane is not meant to be the primary source of heat for any building. Propane tanks are allowed to provide heat for cooking and as a back-up for hot water and space heaters. These tanks must be incorporated into the landscape and painted to blend with such.

## **POWER**

No power grid electricity shall run on this land. All energy will be solar or wind produced independently by home owners under supervision of Earthship Biotechure and in accordance with New Mexico Building Codes. Limited use of back up generators is allowed if the generator is operated so that neighbors cannot hear it. All electrical wiring shall be done by licensed electricians or by home owners who have passed the home owners wiring exam with appropriate electrical permits and inspections by local officials. It is assumed that all Greater World members are aware of the fact that energy conservation is mandatory in a home that employs solar and wind as the sole supply of electricity. To this end, people who are not capable of energy conservation are discouraged from purchasing a home or lot in this community.

## **WATER**

Roof water catches will be built into each dwelling by owners to be used as the primary water supply. These catches will feed individual cisterns from which the water will be filtered and pressurized for household use by solar pumps. Design of these catches must be by Earthship Biotechure. Members will install their individual catches and cisterns at their own expense under supervision of Earthship Biotechure. These catches will be designed by Earthship Biotechure so the catch water will be suitable for drinking. A community well is in place in case of fire and/or emergency situations. It is assumed that all Greater World members are aware of the fact that water conservation is mandatory in a home that employs roof catch systems as the sole supply of water. People who are not capable of living with a conservative approach to the use of water are discouraged from buying a home or lot in this community.

## **SEWAGE**

Sewage systems for this community are absolutely conventional septic systems. In that water conservation is an issue, Earthship Biotechure has designed and developed a grey water recycling branch that is in addition to (not in place of) a conventional septic system. These grey water branches will be mandatory in each home as they extend the use of the limited supply of the water catchment systems described above. Members will reuse grey water for landscaping with guidance and approval of all systems from Earthship Biotechure. All toilet systems will employ conventional septic tanks and drainfields and will use additional rubber lined treatment cells for capturing the effluent for landscaping. People who are not willing or capable of maintaining the additional aspects of this sewage system are not encouraged to buy a home or lot in this community.

## **UTILITY AESTHETICS**

The Greater World Community is considered a demonstration of the best applications of the Earthship concepts. For this reason all utility apparatus (PV panels, hot water heaters, etc.) must be designed and built into a reasonable aesthetic subject to approval by the initiator and/or the board of directors.

## **BUILDING APPEARANCE**

All exterior finishes shall be color coated to blend with surrounding foliage and/or earth for purposes of lowering the overall impact of the architecture on the property. Earth and foliage colored stuccos and paints are required. All other finishes are subject to Design Review Board approval. Exterior tire work shall not remain exposed for more than 2 years at the Greater World.

## **SITE APPEARANCE**

All construction sites and home sites must be kept organized, neat and free from blowing debris, stacks of junk, garbage, etc. All construction sites are subject to Greater World standards of neatness and organization. Once buildings are complete, storage must be kept inside. Members are advised to allow sufficient storage space in their original building to allow for projected storage since no portable exterior storage units will be permitted. Members are advised to allow an unfinished "U" module specifically for storage. This paragraph will be strictly enforced.

## **FENCES**

Chain link fences are not allowed in the Greater World Community. Fences are to be of natural materials and approved by the community at large. Fences constructed in the Lemuria Gravel Pit Reclamation Project are to be plastered and are not to surround more than half the area of the member's lot.

## **GARBAGE**

The Greater World will immediately provide areas for collection and redistribution of tires, aluminum cans and glass bottles. All biodegradable compost will be used, by each member, for appropriate landscaping and permaculture methods. All other garbage will be taken to one of two Greater World transfer stations and removed under contract with Waste Management. This contract will be maintained by the Initiator and/or the Board of Directors and paid for with the annual dues for Greater World members. It is the members' responsibility under contract to get all recyclables and garbage to the collection areas and/or transfer stations delineated on the Greater World plat map and preliminary developmental maps used during earlier phase of development. Burning of trash is NOT allowed.

## **PARKING**

Parking at lodging sites will be permitted for 2 (only) transportation vehicles per the first 1000 s.f. of building space and 1 additional vehicle per each additional 1000 s.f. of building space. No junk or dead cars permitted on community land. The community will provide special low profile parking areas for RVs boats, trailers and other large vehicles. These large vehicles cannot be parked at the lodging sites. This will be strictly enforced.

## **ROADS**

All roads will be provided by the Developer as per Transportation Plan, Tab VI. of subdivision application. These roads will meet Taos County specifications for subdivisions or variances approved by the Transportation Authority and will be maintained by the community after total build out and initial road installation by the Initiator. Driveways and driveway culverts will be the responsibility of individual members and must be wide enough to accommodate emergency vehicles. For the safety of the members and wildlife and for the preservation of the roads, drivers will drive slowly and cautiously at all times.

## **TREES AND LANDSCAPING**

No tree shall be cut or moved without approval by community directors. The member who moves trees and seedlings is responsible for their replanting elsewhere. No trees or landscaping will be permitted that cannot survive from catch water and/or swale systems.

## **LEMURIA (Phase 1)**

- A. All split level lots in the Lemuria (Phase 1/Gravel Pit Reclamation Project) must allow a forty foot easement across the southern boundary for drainage and green belt. No building, roads or fences are permanent in or across this easement.
- B. Vehicular access to the lots on the northern boundary of the Gravel Pit Reclamation Project (Phase 1), is limited to North Lemuria Road. No vehicular access to the lots on the northern boundary of Phase 1 will be permitted from the lower South Lemuria Road. This will be strictly enforced.
- C. All building in Phase 1 must be no closer than fifteen feet from property lines.
- D. All buildings, walls and out buildings in Phase 1 must be finished on the outside within 12 months from the time of starting. Fines will be imposed for visible unfinished construction in Phase 1 after 12 months.
- E. The exterior plaster, roofing and propane tank must be local earth tone colors. Up to 20% of the color may be an alternative complimentary accent color, but no more. These colors are required to be used on all buildings and walls in LEMURIA - the Gravel Pit Reclamation Project.

## **ANIMALS**

No large livestock will be permitted in gravel pit colony areas. Small numbers of small livestock (chickens, geese, ducks, goats etc.) will be permitted in any area provided the owner accommodates the animals in a responsible manner such that the animals are not a problem of any kind to neighbors. Large livestock will be confined to one or more common livestock areas to be designated if and when the need arises. Only one dog is allowed per 1000 s.f. of membership. All gravel pit colony memberships are limited to one dog. All dogs are the responsibility of their owners and are subject to community eviction and or specific neighborhood restrictions if necessary. Any dog caught killing livestock from neighboring ranches is subject to being shot by the specific neighbor in question. Complaints from neighbors about any dog or dogs will be acted upon by the Initiator or the Board of Directors.

## **VOTING**

Only members in good standing can participate in voting on any issue. Members in good standing are defined as follows:

1. Annual dues are paid up to date.
2. Signing the latest membership acceptance form which evolves from time to time as the community growth and activities require.
3. Received not more than one certified letter of document violation.

## **ENFORCEMENT**

Members, upon signing their membership acceptance form, document that they agree to and accept these restrictions and definitions as presented in the Articles of Association, By-laws and Land User's Code. All documents will evolve as per the conditions we encounter in the first five to ten years. Members will be required to validate their agreement to the various document up-dates by signing addendum's as they are issued. Refusal to sign a document update can result in that member not being allowed to vote on community issues.

Failure to follow the restrictions and definitions of the Land User's Code will result in a notice by certified mail or courier. If the specific member still fails to respond to the satisfaction of

G.W. or the director/co-directors within two weeks, another certified notice will be sent. Failure to respond to the satisfaction of G.W. or the director/co-directors to the second notice within two weeks will be met with legal action. If legal action is taken against a member relative to enforcement, the member will be held responsible for all legal expenses incurred by the Greater World board of directors in the process of achieving enforcement against that member. Any member who has received a certified warning letter of any kind shall not be allowed on the Board of Directors for four years from the date of the certified letter. All members understand and agree to the above possibility with signing of the membership acceptance form.

### **CLARIFICATION OF G.W. OBLIGATIONS**

The object of this endeavor is to make land available for individuals to participate in the pursuit of sustainable living methods. It is the opinion of the Initiator that these methods may provide more security than conventional methods in years to come. This is not a condominium project, nor a co-op. It is a subdivision governed by an unincorporated association of which all lot owners are members. Greater World is therefore neither a maintenance agency nor a care taker of the land or people. The people through a Board of Directors care for the land and facilities. Greater World is simply an association formed so that many people can use the land in an organized fashion to pursue a more mentally, physically, spiritually and ecologically healthy way of life on this planet Earth under the direction of the Greater World Land Users Code. Anyone not in full agreement with the above and unwilling to take responsibility themselves for their own participation in this project is not encouraged to buy a home or lot in this community. Potential members of this community should be advised that the energy and water conservation methods put into practice here will require them to adapt to some degree. It is the opinion of the Initiator that this type of adaptation will be required of conventional methods in years to come. This project is simply a trial run for things to come. It is not a typical subdivision. It is a demonstration project and potential members should consider this before they purchase a home or lot in this community.

**ARTICLES OF ASSOCIATION FOR THE GREATER WORLD  
SUBDIVISION / AUGUST 2003 EDITION  
(EXHIBIT D)**

In compliance with the requirements of Section 53-10-1-8 N.M.S.A. (1978), as amended, the undersigned, this day voluntarily forms a non-profit unincorporated Association and does hereby certify:

**ARTICLE I**

The name of the Association is the GREATER WORLD Land Users Association , hereafter called "Association", "GREATER WORLD" (G.W.).

**ARTICLE II**

The mailing address of the Association is in care of Michael Reynolds (the Initiator), at P.O. Box 1041, Taos NM 87571.

**ARTICLE III  
PURPOSES AND POWERS OF THE ASSOCIATION**

This Association does not contemplate financial gain or profit to the members thereof other than customer equity in one's home. The specific purposes for which the association is formed are to:

A. Provide a "real life" setting for the research and development of sustainable living methods as put forth in the books by Michael Reynolds - EARTHSHIP VOLUME I, EARTHSHIP VOLUME II, EARTHSHIP VOLUME III, A COMING OF WIZARDS, and COMFORT IN ANY CLIMATE. This setting is to be contained in that certain real estate in Taos County, New Mexico, shown on "Exhibit A" and incorporated herein by reference. This Association hopes to demonstrate a more mentally, physically, spiritually and ecologically healthy way of life on this planet within the above described properties.

B. Pursue a method of making human lodging less stressful to acquire and operate with the goal of reducing the stress that current survival methods place on people and the planet. This method will involve guiding people in the process of building absolutely self-sustaining Earthships (dwellings as described in the book EARTHSHIP VOLUME I) for themselves. These dwellings will require no electrical power lines as they will make their own electricity. They will have no sewers as they will use self-contained toilet systems and Grey-water systems. They will have no wells as they will have catch water systems from roof run-off. They will capture (with no outside energy) an interior space suitable for growing food year round and maintaining reasonable human comfort.

C. Demonstrate that eliminating (or seriously decreasing) mortgage payments and utility bills for people and discontinuing the extraction of fossils fuels from the planet will promote peace on and with the Earth. The long range effects of this on a larger scale could have a positive effect on crime, drug abuse, ecology, energy, homelessness, child abuse, and war. It is the opinion of this association that the current fundamental approach to living by modern society is at the root of all of these problems and that the efforts of this association could shed light in the direction of change.

D. Evolve and demonstrate a legal and real model for the pursuit and demonstration of environmentally friendly housing with as much owner participation as possible. In most cases

conventional restrictions imparted by mortgage companies, realtors and developers (whose concerns are resale and profit) present a dilemma of expense and control and the citizens are channeled into a method of living that is extremely stressful to both them and the planet.

E. Present an alternative approach to human habitat that puts housing back within the grasp of the average citizen with less destruction of the environment.

#### **ARTICLE IV POWERS OF THE ASSOCIATION**

One membership in this Association shall be issued for each lodging site created within the real property described in "Exhibit A". It shall be mandatory for a land user to be a member of the Association. A copy of the Articles of Association, Bylaws, and the Land Users Code as well as "Exhibits", shall be provided to land users at the time of membership. The Association shall have responsibility for maintenance of the following aspects of the development. The Association shall have the power and authority to levy assessments on the members to cover the costs of taxes and insurance referred to herein all as is or will be more fully set forth in the Bylaws; and to:

Section A: Fix, levy, collect and enforce payment by any lawful means, charges or assessments necessary to cover the cost of real estate taxes, trash pick up and insurance on the property; pay all expenses in connection therewith, and pay all office and other expenses incident to the conduct of the business of the Association, related to the collection and payment of real estate taxes and insurance, including all or any governmental charges levied or imposed against the property of the Association;

Section B: Acquire (by gift, purchase or otherwise), hold, improve, build upon, operate, maintain, convey, dedicate for public use or otherwise dispose of real or personal property in connections with affairs of the Association;

Section C: Have and to exercise all powers, rights and privileges which an association organized under the unincorporated association law of the State of New Mexico by law may now or hereafter have or exercise, except as otherwise provided herein.

#### **ARTICLE V MEMBERSHIP**

Every person or entity who pays the then prevailing membership initiation fees and purchases a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the use of any lodging site. Each member shall be entitled to one vote per membership certificate. Eligibility to vote is as per Article IV, Section 5 of the By-laws.

#### **ARTICLE VI BOARD OF DIRECTORS**

When the initiator deems the property described in "Exhibit A" as at least 90% developed and after all debts created in the founding of the community are paid, the affairs of the Association shall be managed by a Board of five (5) Co-directors, who shall be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The name and address of the person who is to act in the capacity of Director/ Initiator until the Board of Directors takes over is:

Michael Reynolds  
PO Box 1041 Taos, NM 87571 .

When the Initiator deems the project 90% developed, the Initiator shall appoint five (5) Directors with terms of five (5) years, four (4) years, three (3) years, two (2) years, and one (1) year respectively; and at every year thereafter, the members of the Association shall elect one (1) Director for a term of five (5) years as their terms shall expire. This is meant to allow a new Director on the Board of Directors every year.

## **ARTICLE VII DISSOLUTION**

The Association may be dissolved after its 25 year duration as delineated in Article VIII below with the assent given in writing and signed by all members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be distributed among the members in good standing proportionate to their current membership certificate as it relates to the sum of all the other membership certificates issued before the date of written assent of dissolution by all members.

## **ARTICLE VIII DURATION**

The Association shall exist for a period of twenty-five (25) years. The Association may be renewed thereafter under then similar statutory provisions as now pertain upon the written consent of seventy-five (75) percent of it's then members in good standing.

## **ARTICLE IX COMMUNITY ROADS**

All roads within the legal boundaries of the Community shall be maintained sufficient for emergency vehicles by the community itself under direction of the Initiator or the Board of Directors. At no time shall the community roads be subject to maintenance by Taos County nor will the association request such maintenance as the roads are on privately owned property and adequate maintenance will be forever the responsibility of the association.

## **ARTICLE X PUBLIC UTILITIES**

In that all structures in this community are required to be of the EARTHSHIP concept, they will all have their own independent utility systems. At no time in the future will public/county financed utilities (gas, water, electricity, nor sewage) be allowed on this property nor will request for same be allowed by any community members. Utilities will remain the sole responsibility of the association and not Taos County. Bottle propane backup energy will be allowed at the individual members' expense.

**BY-LAWS OF GREATER WORLD SUBDIVISION  
AUGUST 2003 EDITION / (EXHIBIT E)**

**ARTICLE I  
NAME AND LOCATION**

The name of the association is Greater World Land Users Association hereinafter referred to as the "Association." Its mailing address is:

PO Box 1041, Taos, New Mexico 87571

but meetings of the members and Directors may be held at such places within the County of Taos, State of New Mexico, as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

Section 1: "Association" shall mean and refer to G.W. Land Users Association

Section 2: "Properties" shall mean and refer to that certain real property described on "Exhibit A", attached to the reverse side of the membership certificate.

Section 3: "Lodging Site" shall mean and refer to any portion of land located from within the real property described on "Exhibit A" hereof, the use of which shall be governed by a subject to those terms contained in the Land User's Code "Exhibit C" as it may be from time to time amended by the Director/Initiator of the Board of Directors. Use of lodging sites shall include membership in Association and rights appurtenant thereto.

Section 4: "Member" shall mean and refer to the holder, whether one or more persons or entities, of a membership certificate and a deed to any lodging site located and described for use within the real property.

Section 5: "Members" shall mean and refer to every person or entity holding a membership in the Association.

**ARTICLE III  
MEMBERSHIP**

Section 1: Every person or entity who is an owner of a Membership Certificate for the use of a lodging site within the real property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the use of any lodging site. Use of a lodging site and ownership of a Membership Certificate shall be the sole qualification for membership. In absence of a contrary agreement, voting rights shall be exercised by the named owner/owners of the Membership Certificate. A single Membership Certificate and a deed shall entitle the owner/holders to a single vote. One person may hold more than one Membership Certificate, thus entitling said person to more than one vote.

**ARTICLE IV  
MEETINGS OF MEMBERS**

Section 1: Annual Meeting. The first annual meeting of the members shall be held within

one (1) year from the date of filing the statement required by S 1 of the Uniform Association Act, and each subsequent regular annual meeting of the members shall be held within the same month of each year thereafter, on a set date, time and place to be fixed by the director with notices mailed to the members, at least thirty (30) days in advance.

Section 2: Special Meetings. Special meetings of the members may be called at any time by the Initiator or by the Director / or Board of Directors, or upon written request of members who are entitled to vote.

Section 3: Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, two-thirds (2/3) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Association, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 4: Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with board twenty-four (24) hours prior to the meeting. Every proxy shall be revocable and shall automatically cease upon removal of member from good standing status, as described in the August 2003 edition of the Land User's Code for the G.W. Community.

Section 5: Voting. Only members in good standing can participate in voting on any issue. Members in good standing are defined as follows:

- \* Members whose taxes and insurance are paid up to date.
- \* Members who have signed the latest acceptance form.
- \* Members who have not received more than one certified letter of document violation.

## **ARTICLE V SELECTION OF TERM OF OFFICE OF DIRECTOR/CO-DIRECTORS**

Section 1: The affairs of this Association shall be managed by a single Director/Initiator, Michael Reynolds, the designer and founder of the concept, until the project is at least 90% developed and all debts and business relative to the founding of the community are completed.

Section 2: In the event of this Director's death prior to the time described above, a board of five directors shall be elected as per Section 4.

Section 3: Number. Following the term of the single Director, the affairs of this Association shall be managed by a board of five (5) Co-directors who shall be members of the Association.

Section 4: Appointments. Upon stepping down as sole Director/Initiator as per Article V Section 1, Michael Reynolds will appoint a five person Board of Directors. One Director will be appointed for five years, one for four years, one for three years, one for two years and one for one year. After one year the community will elect one new Director (for a five year term) every year from this point on.

Section 5: Removal. Any Co-director may be removed from the board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Co-director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Section 6: Compensation. After the initiator steps down and rolls the land out to the Community via legal documents, and appoints a Board of Directors; no Director or Co-director shall receive compensation for any service he may render to the Association. However, any co-director may be reimbursed for his actual expenses incurred in the performance of his duties, or members may, by a two-thirds (2/3) vote, decide to reimburse Director(s) or Co-directors for exceptional services.

Section 7: Action Taken Without a Meeting. The Director or Co-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 the Co-directors. Any action so approved shall have the same effect as though taken at a meeting of the Co-directors.

Section 8: Indemnification. The Director or members of the Board of Co-directors shall not be liable to the members for any mistake of judgment, negligence, or otherwise except in the event of willful misconduct or malfeasance. The Association shall indemnify and hold harmless the Director and each of the members of the Board of Co-directors against all contractual liabilities to others arising out of contracts made by the Director or Board of Co-directors on behalf of the Association and its members, and in connection with any acts performed pursuant to the Declaration of Covenants hereinbefore referred to unless such Director or Co-directors are adjudged guilty of willful misconduct or malfeasance in the performance of their duties as Directors.

## **ARTICLE VI POWERS AND DUTIES OF DIRECTOR AND CO-DIRECTORS**

Section 1: During his term described in Article V, the single Director will evolve and refine all aspects of this Association including but not limited to Bylaws, Codes, architecture, mechanical systems, ground transportation, and legal model as the transition from community to subdivision is made.

Section 2: The Director and eventually the Board of Co-directors shall have the power to:

- a. Adopt and publish rules and regulations governing the use of the lodging sites in all aspects inclusive of regulation of design and construction of buildings, and inclusive of dimension, materials, design, systems, provisions of water, sewage and trash disposal, and of the entire tract of real property, parking, access and tree removal and the personal conduct of the members and their guests on roadways and easements;
- b. Fix, levy, collect and enforce payment of the assessments of the members for payment of funds sufficient to accomplish the purposes of the Association relative to the Community's taxes and insurance.
- c. Collect and handle voluntary contributions of funds for specific projects within the scope of the Community;
- d. Remove a member as described in the most recent edition of the Land Users Code (Exhibit C) for the Community;
- e. Procure and maintain adequate liability and hazard insurance on property owned by the Association;

- f. Cause the members solid waste to be collected;
- g. Cause the roadways and easements to be maintained;
- h. Cause all bills of the Association to be paid from assessment membership funds; and to
- i. Issue Membership Certificates.

Section 3: The initial director, by his signature hereby adopts the following :

- a. The Land Users Code for the G.W. Community, as it now stands, and may evolve from time to time.
- b. Each member is responsible for the maintenance of his own lodging site as per the Land Users Code "Exhibit C".

## **ARTICLE VII BOOKS AND RECORDS**

After the Director has stepped down and the Community lands have been rolled out to the Association with legal documents, the books and records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of Association and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

## **ARTICLE VIII MISCELLANEOUS**

Section 1: The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first fiscal year shall begin on the date of filing of the statement required by S1 of the Uniform Association Act.

**Land User's Code Amendments  
for the  
Greater World Community Subdivision  
MARCH 2005  
part of (Exhibit C)**

As per ARTICLE VI of the August 2003 edition of the **BY-LAWS OF THE GREATER WORLD SUBDIVISION** recorded in book M-397, pages 806-809 of the records of Taos County, New Mexico, **Amendments to the August 2003 Land Users Code of the Greater World Community Subdivision** recorded in book M-397, pages 797-802 of the records of Taos County, New Mexico **are hereby proclaimed by the Initiator and the acting board of directors 3/30/05**

These amendments are mandatory to all Greater World members whose deed is dated beyond 3/30/05 and optional for all members whose deed is dated before 3/30/05.

[existing language in brackets]

new language underlined

**[FENCES]**

Chain link fences are not allowed in the Greater World Community. Fences are to be of natural materials and approved by the community at large. Fences constructed in the Lemuria Gravel Pit Reclamation Project are to be plastered and are not to surround more than half the area of the member's lot.]

Fences at existing home sites for animal containment will be allowed as per the following specifications...

A. Fencing should be connected to the home such that the home itself is one side of the containment.

B. Fencing can be solid plaster walls of adobe, straw bales or any masonry unit as long as it is plastered in earth tones.

C. Alternate more economical fencing can be hog wire with 4" x 4" minimum sized green treated posts spaced appropriately for fencing not to sag. When economical fencing is used, fenced area may not exceed twice the floor plan foot print of the home and may not be on the north side of the building.

**BUILT IN PRIVACY/ANIMAL CONTAINMENT**

All new buildings will be required to have a defined and contained, exterior space contained with earth cliffs and/or plastered walls of not less than the floor plan area of the home for the containment of outdoor equipment and animals.

## [ANIMALS

No large livestock will be permitted in gravel pit colony areas. Small numbers of small livestock (chickens, geese, ducks, goats etc.) will be permitted in any area provided the owner accommodates the animals in a responsible manner such that the animals are not a problem of any kind to neighbors. Large livestock will be confined to one or more common livestock areas to be designated if and when the need arises. Only one dog is allowed per 1000 s.f. of membership. All gravel pit colony memberships are limited to one dog. All dogs are the responsibility of their owners and are subject to community eviction and or specific neighborhood restrictions if necessary. Any dog caught killing livestock from neighboring ranches is subject to being shot by the specific neighbor in question. Complaints from neighbors about any dog or dogs will be acted upon by the Initiator or the Board of Directors. ]

All pets will be required to be contained as per "FENCING" in THE LAND USER'S CODE. All pets of guests of Greater World Community members are to be confined to the host's property. Otherwise, the pet must be restrained by leash.

## **ABSENTEE LANDLORDS**

Even though a member may choose not to live in the community and to rent his Earthship, the property is still subject to the Greater World documents (the Greater World Articles, By-Laws and Land User's Code) and the restrictions therein.

The Initiator and Board of Directors strongly suggests that in a member's absence, he commission a member who is living in the community to manage the property.

## **EXHIBIT F**

### **Addendum to the Greater World Documents**

NOTE: “Solar Survival”’s name has evolved into “Earthship Biotecture” and any reference to either entity is for the same company.

### **Clarification of Covenants/ Land User’s Code**

The Land User’s Code for the Greater World Subdivision under the section headed “BUILDINGS - general” addresses “Out Buildings”. This also means no free standing greenhouses. Greenhouses may be added on to south side of the existing home.

The FENCES section of the Land User’s Code for the Greater World Community Subdivision does not allow for electric fences.

The Land User’s Code for the Greater World Community Subdivision in conjunction with the Greater World Articles and By-Laws indicate that all built interior square footage must be included in the square footage listed on the membership certificate for that lot. If additional habitable space is desired, it must not only be within the square footage limit listed on the membership certificate, but it must also be connected to the original structure. The documents are set up, so that only one building, would be built per lot. Two homes are not permitted on one lot. Storage structures must be of Earthship construction and if at all possible should be attached to the original building. If a storage structure cannot be attached to the original Earthship, it may be incorporated into the berm.

### **Clarification of Covenants/ By-Laws**

Article VI, Section 2.b., g. and h. of the By-Laws of the Greater World Subdivision state:

Section 2: The Director and eventually the Board of Co-directors shall have the power to:

- b. Fix, levy, collect and enforce payment of the assessments of the members for payment of funds sufficient to accomplish the purposes of the Association relative to the Community’s taxes and insurance.
- g. Cause the roadways and easements to be maintained;
- h. Cause all bills of the Association to be paid from assessment membership funds

All members will be required to pay annual dues. This means that each member will be required to contribute to the maintenance of Earthship Way and their own street if applicable as well as taxes and insurance on the common land. As of January 2006, this amounts to less than \$200/year. This sum is subject to current charges incurred by subcontractors, Taos county and the insurance company

## Remedy for Breach of Covenants

If any Member of the Greater World LUA fails to pay their assessed dues within the 30 day period following receipt of the letter outlining the dues the following warnings and penalties will take effect:

1. After 30 days a reminder letter will be sent by the GWLUA Board;
2. After 60 days, a certified letter will be sent by the GWLUA Board and interest at the rate of eighteen percent (18%) per annum will be charged from the due date on the unpaid balance;
3. After 3 years, The GWLUA Board will file a lien against that Member's property for any unpaid assessment by recording an affidavit of such fact in the office of the County Clerk of Taos County:

3.1 No member may waive or otherwise escape liability for the assessments provided for herein by nonuse of the shared facilities or abandonment of his or her property. The GWLUA Board shall mail notice of such default to any mortgagee of the member's property, ten (10) days prior to any foreclosure of lien. In the event any of the foregoing actions are taken by the Board, then the Member shall be obligated to pay to the Association reasonable attorney's fees and necessary costs incurred by the Board in enforcing its rights and taking such action.

3.2 Subordination of Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage and any real property taxes which constituted a tax lien against the property prior to the assessment lien. Sale or transfer of any Greater World property shall not affect the assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such property from liability for any assessments thereafter becoming due from the lien thereof.

3.3 Each Member is responsible for notifying the Taos County Assessor and the Greater World LUA Board of any changes of ownership.