

**CONDOMINIUM DECLARATION
FOR
VILLAGE OF THE SHINING STONES, A CONDOMINIUM**

TABLE OF CONTENTS

Article 1 Submission of the Property; Defined Terms.....1
 1.1 Submission of Property.....1
 1.2 Defined Terms.....1
Article 2 Buildings on the Property; Unit Boundaries; Maintenance.....3
 2.1 The Buildings.....3
 2.2 Units.....3
 2.3 Unit Boundaries.....4
 2.4 Maintenance Responsibilities.....4
 2.5 Common Expenses Attributable to Fewer than all Units.....4
Article 3 Restriction on Units and Common Elements.....5
 3.1 Designation of Reserved Common Elements.....5
 3.2 Use of Unit and the Common Elements.....5
 3.3 Occupancy Restrictions.....5
 3.4 Subdivision of Units.....9
 3.5 Building Areas.....9
 3.6 Sale of Units and Unit Development Rights.....10
 3.7 Leases.....10
Article 4 Easements.....11
 4.1 Easement for Ingress and Egress Through Common Elements and
 Access to Units and Site Areas.....11
Article 5 Amendment of Declaration.....11
 5.1 Restrictions On Amendments.....11
 5.2 Implied Consent of Eligible Mortgagees.....12
 5.3 Amendment by Owners.....12
 5.4 Execution of Amendments.....13
Article 6 Protection of Security Interests.....13
 6.1 Eligible Mortgagee Protection.....13
 6.2 Subordination.....13
 6.3 Notice of Actions.....13
 6.4 Inspection of Books.....14
 6.5 Financial Statements.....14
 6.6 Enforcement.....14
 6.7 Attendance at Meetings.....14
Article 7 Special Declarant Rights.....14
 7.1 Relating to the Association.....14
 7.2 Additional Units.....14
 7.3 Adjustment of Allocated Interests.....15
 7.4 Additional Improvements.....15
 7.5 No Limitation as to Development Rights.....15
Article 8 Association15
Article 9 Substantial Completion.....16
Article 10 Taxation.....16

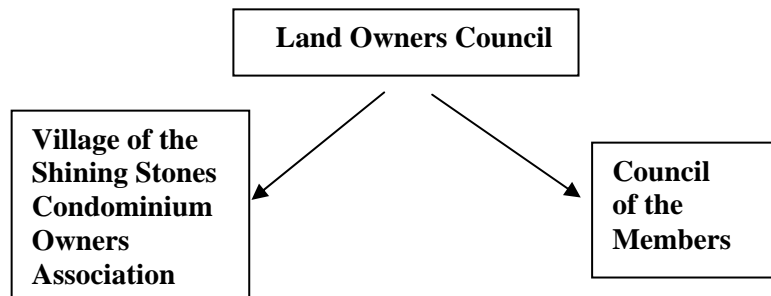
Article 1 Submission of the Property; Defined Terms

1.1 Submission of Property.

Village of the Shining Stones Development, L.L.C., a New Mexico Limited Liability Company, with an office at Private Drive 1729, House 175, Piedra Lumbre, NM 87510, owner of the real property described in Exhibit A, submits the real property, together with all easements, rights and appurtenances thereto (Property) to the provisions of New Mexico Laws 1982, Chapter 27 (Chapter 47, Articles 7A, 7B, 7C and 7D, N.M.S.A. 1978), known as the New Mexico Condominium Act (Condominium Act or the Act), and creates a Condominium with respect to the Property to be known as "Village of the Shining Stones, a Condominium" (Condominium). By this submission, prior to selling or conveying any interest in the Property, Declarant desires to subject the Property in accordance with a common plan to certain covenants, conditions and restrictions for the benefit of Declarant and any and all present and future owners of the Property.

1.2 Defined Terms.

- **Land Owners Council:** All persons who have or who share recorded title to either (a) a Unit in the Village of the Shining Stones or (b) a Unit Development Right allowing creation of a Unit in the Village of the Shining Stones. The Land Owners Council governs the activities and affairs of the Village of the Shining Stones using the practices and protocols of the Council Process. The Land Owners Council, in governing the activities and affairs of the Village of the Shining Stones, will have dual roles and functions. When acting in governance of the business activities of the Village, the Land Owners Council shall act as the Village of the Shining Stones Condominium Owners Association. When acting in governance of the variety of needs and issues of the daily life of the Village, the Land Owners Council will act as the Council of the Members.



- **Council Process:** An ancient practice of governance to gather intelligence and wisdom for balanced decision making used by community members described in Exhibit D.
- **Association:** Village of the Shining Stones Condominium Owners Association, Inc., a New Mexico nonprofit corporation. The Association may choose to delegate any or all of the duties and obligations stated in this Declaration to a task force or other delegee in accordance with its Bylaws.

- **Bylaws:** the Bylaws of the Association.
- **Directors:** the Board of Directors of the Association.
- **Documents:** The Declaration and Plat recorded and filed pursuant to the provisions of the Condominium Act, the Bylaws, and the Regulations as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.
- **Eligible Mortgagee:** The holder of a first Security Interest in a Unit or a Unit Development Right which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article 6.
- **Limited Common Element (also "Site Area"):** A portion of the Common Elements allocated by the Plat, any amendments thereto, or by the Association for the exclusive use of one Unit, pursuant to §47-7C-2, N.M.S.A. 1978. The boundaries of the Limited Common Elements are shown on the Plat and further described in Article 4 of this Declaration.
- **Owner:** All persons who have or who share recorded title to either (a) a Unit in the Village of the Shining Stones or (b) a Unit Development Right allowing creation of a Unit in the Village of the Shining Stones. For each Unit, or Unit Development Right, there is only one "Owner," even though ownership may be shared among two or more individuals. For any matter requiring the Association's vote, each Owner has an equal vote in such a matter. In the event that a Unit or a Unit Development Right is held in trust or owned by a legal entity, the term shall also include the trustee, an officer or director, manager or member or the owner of a beneficial interest in the entity.
- **Property:** The real property described on Exhibit A.
- **Regulations:** The Regulations of the Association, adopted by the Board of Directors of the Association pursuant to §47-7C-2 NMSA 1978.
- **Security Interest:** An interest in real estate created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, land sales contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.
- **Site:** Each Unit that has been or will be built, plus each Unit's physical areas of exclusive use (i.e., its Site Area), plus the rights and interests appurtenant to the Unit.

- **Site Area:** See “Limited Common Element.”
- **Unit:** The physical portion of the Condominium designated for private ownership or occupancy. Each Unit is deemed to be the equivalent of one 2-bedroom / 2-bath residence.
- **Unit Development Right:** A specific portion of those special declarant rights reserved under Section 7.2 of this Declaration that allows the owner of such right (a “Successor Declarant”) to create one Unit within a designated Limited Common Element (Site Area) shown on the Plat.
- **Other Terms:** Terms not otherwise defined herein or in the Plat, Plan, Exhibits, or Bylaws, or in any amendment hereto, shall have the meanings specified in §47-7A-3 of the New Mexico Condominium Act.

Article 2 Buildings on the Property; Unit Boundaries; Maintenance

2.1 The Buildings.

The location, dimensions and area of the buildings on the Property are depicted on Exhibit B, (Plat).

2.2 Units.

The location of Units and the Site Areas allocated exclusively to each Unit are shown on the Plat. Attached as Exhibit C hereto is a list of all Units that have been substantially completed and all Unit Development Rights that are available.

The percentage of undivided interests in the Common Elements and Common Expenses are allocated equally among the following:

- Each Unit,
- Each Unit Development Right that has been transferred by Declarant to a third party, and
- Each Unit Development Right for which the Declarant has been issued a building permit.

Such equal amount is the “Percentage Interest” appurtenant to each Unit and each Unit Development Right.

The number of Units created by this Declaration is sixteen (16).

2.3 Unit Boundaries.

A "Unit" in this Condominium includes both the interior and the exterior of structure(s) that have been built or will be built in connection with any particular Site, and the definition of a "Unit" expressly includes the following:

- All spaces, interior partitions and other fixtures and improvements within a structure.
- All exterior walls and roofs of a structure, including any fixture that is contained within or affixed to a structure's exterior walls or roofs and designed to serve the structure (including but not limited to exterior doors, windows, porches, balconies, patios, any materials constituting finished surfaces, chutes, flues, ducts, wires, conduits, solar panels, shutters, awnings, window boxes, doorsteps or stoops).
- Any wastewater treatment or septic system serving solely the Unit, regardless of whether the system is located exclusively within the Site Area appurtenant to the Unit, or a pro-rata portion of any wastewater treatment or septic system serving more than one Unit.
- All infrastructure serving a structure, including water supply lines, within the air and earth space associated with a Site Area.
- If an Owner elects to build more than one structure, including outbuildings, within the air and earth space associated with a Site Area, all such structures together shall constitute the "Unit."
- In no event shall any Unit contain more than two bedrooms and two bathrooms.

2.4 Maintenance Responsibilities.

Each Owner shall be responsible for the maintenance and repair of his Unit, and the Site Area appurtenant thereto. Should the Association determine that any Owner has neglected to properly maintain or to repair any Site Area appurtenant to his Unit, the Board may provide exterior maintenance upon such Site Area.

2.5 Common Expenses Attributable to Fewer than all Units.

Any Common Expense associated with the maintenance, repair or replacement of any Site Area shall be assessed against the Unit to which the Site Area is assigned. If any such Site Area is assigned to more than one Unit, the Common Expenses attributable to the Site Area shall be assessed equally among the Units to which it is assigned.

Any Common Expense for services provided by the Association to an individual Unit at the request of the Owner shall be assessed against the Unit which benefits from such service.

Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.

An assessment to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was entered, in proportion to their Common Expense liabilities.

If a Common Expense is caused by the misconduct of an Owner, the Association may assess that expense exclusively against that Owner's Unit.

Fees, charges, late charges, fines, collection costs, and interest charged against an Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

Article 3 Restriction on Units and Common Elements

3.1 Designation of Reserved Common Elements.

The Association shall have the power in their discretion to designate from time to time certain Common Elements as Reserved Common Elements and grant reserved rights to any or less than all of the Owners and establish a reasonable charge to such Owners for the use and maintenance thereof. Such designation by the Association shall not be construed as a sale or disposition of the Common Elements.

3.2 Use of Unit and the Common Elements.

No immoral, improper, offensive or unlawful use may be made of the Property and Owners shall comply with and conform to all applicable laws and regulations. A violating Owner shall hold the Association and other Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

3.3 Occupancy Restrictions.

The following occupancy restrictions apply to all Units and to the Common Elements:

- 3.3.1 Misuse or abuse of a Unit or a Site Area which affects other Units, Unit Development Rights, or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Owner from whose Unit or Site Area it shall have been caused.
- 3.3.2 Each Owner shall keep his or her Unit and Site Area in a good state of preservation and cleanliness. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire, odors, seepage, or encouragement of vermin.

- 3.3.3 All fixtures and equipment will be used for the purposes for which they were designed.
- 3.3.4 No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit or Site Area, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants. Without limitation to these, the following items shall be considered noxious, offensive, annoying or dangerous: Offensive odors, loud or annoying sounds, discharge of firearms, bright outdoor lights directed toward neighboring sites, and mining or drilling operations.
- 3.3.5 The use of each Unit and Site Area is restricted to residential purposes. The provisions of this Section shall not preclude a professional or administrative occupation, for as long as such occupations are conducted in conformance with all applicable governmental ordinances and are merely incidental to the primary use of a Unit as a residential home.
- 3.3.6 No structures, exterior alterations or additions shall be constructed on any Site Area until and unless plans and elevations thereof, which shall show the exterior of the proposed structure, addition or alteration, the specification, and color of the exterior and the location thereof, shall have been submitted to and approved in writing by the Association. The new structures, and any structural addition to existing structures, shall conform to pueblo-style architecture constructed with adobe, straw bale, rammed earth or other approved construction materials. The Association may adopt architectural guidelines and/or review processes in writing, and it shall maintain a current copy of any such writing with its Bylaws.
- 3.3.7 No old or secondhand structures shall be moved onto any of the Site Areas. It is the intention hereof that all dwellings and other buildings shall be new construction of good quality materials and workmanship.
- 3.3.8 Perimeter walls or fences are to be no higher than six (6) feet and constructed of adobe or straw bale. Such fencing as may be needed around the perimeter of the Village property to keep out grazing animals is the only exception. The Association must approve plans for walls and fences.
- 3.3.9 No walls, fences or buildings will impede natural drainages unless approved by the Association.
- 3.3.10 All electrical wires and utilities must be buried underground.

- 3.3.11 All water tanks, propane tanks or pressure systems will be installed either below ground or enclosed in a manner approved by the Association.
- 3.3.12 No structures of a temporary nature, e.g., basement house, cabin, garage, barn or other buildings, may be used at any time as a residence, other than for a two-year construction period while the resider's Unit is being built.
- 3.3.13 Licensed trailers and recreational vehicles may be used as a residence during a two-year construction period while the resider's Unit is being built. After which, they must be enclosed in an acceptable way as approved by the Association or removed from the Village.
- 3.3.14 The Common Elements may be improved and used only as allowed by the Association.
- 3.3.15 The following uses are hereby expressly prohibited:
- No garbage or refuse may be placed or left in the Common Elements except in receptacles provided for that use.
 - No Owner may plant anything in the Common Elements except as approved by the Association.
 - Nothing shall be altered or constructed on or removed from the Common Elements except as provided herein or with the written consent of the Association.
 - No permanent structures may be constructed or maintained in the canyon.
- 3.3.16 No part of the Common Elements shall be obstructed so as to interfere with its use as allowed by the Association. No activity or use of the Common Elements or Site Areas which shall create circumstances that would increase the rate of insurance coverage or cause such premises to be uninsurable or any policy or policies representing such insurance to be canceled or suspended or the company issuing the same to refuse renewal thereof.
- 3.3.17 No immoral, improper, offensive or unlawful use may be made of the Village. Owners shall comply with and conform to all applicable laws and regulations of the United States and the State of New Mexico and all applicable county or city ordinances, rules and regulations. The violating Owner shall hold harmless the

Association and other Owners from all fines, penalties, costs and prosecutions for any violation or noncompliance.

- 3.3.18 Each Owner shall be obligated to maintain and keep in good order and repair, to a level consistent with a first-rate appearance of the Village as a whole, his/her Unit and the Site Area appurtenant to that Unit. The Association shall have the power to enforce a level of maintenance as set forth herein, including, but not limited to, the ordering of maintenance and repair of a Unit or a Site Area. The costs of such maintenance and repair shall be charged to the Owner, which costs, if unpaid, shall be a lien on the Unit.
- 3.3.19 All trash, rubbish, garbage or waste will be collected in trash receptacles in a manner that will not permit the spread of fire, odors, seepage or encouragement of vermin. All trash receptacles shall be properly stored in a garage or covered by a small building approved by the Association. No trash, rubbish, garbage, waste, papers, junk or debris shall be burned upon any Site Area. Construction debris will be removed monthly during any construction period.
- 3.3.20 Nothing shall be done in any Unit, Site Area, or in, on or to the Common Elements which will impair the structural integrity of buildings, which will jeopardize the soundness of same and the safety thereof, which would structurally change any buildings, except as is otherwise provided herein, which would reduce the value of or impair easements, servitudes, rights, privileges or other interests belonging to or in any way appertaining to a Unit, Unit Development Right, Site Area, the Association or to the Village.
- 3.3.21 “Outdoor Animals,” such as goats, sheep, cows, horses, llamas, rabbits, fowl, poultry and other similar “farm/ranch type” are not allowed to be raised, bred or kept in any Unit, in any Site Area, or in the Common Elements, except upon those portions of the Common Elements designated for such purposes by the Association. Each Owner shall have the right to keep household pets subject to the following provisions: all dogs living in or visiting the village shall be on leash when outside the yard or residence, and any other Regulations adopted by the Association; provided such animals do not negate insurance coverage. Each Owner shall hold the Association harmless from any claim resulting from any action of his/her pet(s).
- 3.3.22 No dumping of any chemical, paint, oil-related or caustic substances on the ground, in the river or in the septic system is allowed
- 3.3.23 No billboard of any character shall be erected, posted, painted or displayed upon or about any of the Units or in any Site Area. No

signs, except “For Sale”, “For Rent” or “For Lease”, of customary and reasonable dimensions and design shall be erected or displayed upon or about said Sites except as may be permitted and/or approved in writing by the Association.

- 3.3.24 Water will be supplied by two shared wells and associated water storage facilities, with no individual water supply permitted other than water catchment systems approved by the Association. The Association will maintain the well(s) in the Village.
- 3.3.25 Each Owner, in conforming to the need for reclaiming and regenerating disturbed areas, shall do so with plants and trees, and use techniques for artful uses of water and regeneration, such as permaculture, that are in accordance with the high desert environment and long-term drought conditions of the area. Use of chemical insecticides is prohibited. Organic, non-chemical insecticides may be used.
- 3.3.26 Each Owner shall protect the land and animals indigenous to this area as well as plant and tree life, stone formations, the canyon and all natural water sources.
- 3.3.27 No target practice or hunting with firearms of any kind is allowed in this Village.
- 3.3.28 Parking will be allowed only in designated parking areas or in Unit driveways and garages.
- 3.3.29 Nothing shall be done to or kept on any Unit or its Site Area or improvement thereon that might increase the rate of, or cause the cancellation of insurance for the Village, or any portion of the Village, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his or her Unit or its Site Area or any improvement thereon that violates any of the restrictions contained in this Declaration or any law, ordinance, statute, rule or regulations of any local, county, state or federal body, including, without limitation, local ordinances relating to zoning and building codes.

Fines and/or other penalties determined by the Association may be levied against any person, and/or against the Unit associated with such person, who repeatedly violates any of the Occupancy Restrictions stated in this Section 3.3.

3.4 Subdivision of Units.

No Unit nor any Site Area may be subdivided as provided in §47-7B-13 of the Act.

3.5 Building Areas.

Unless authorized by the Association, permanent structures are allowed only within the Site Areas.

3.6 Sale of Units and Unit Development Rights.

The following restrictions do not apply to transfer of property to heirs, or sale to family members, provided the recipient intends to occupy and become a member of the Village community.

In the event any Owner desires to sell his or her Unit or Unit Development Right, the Association shall have the first right to purchase the Unit or Unit Development Right at a price agreeable to both parties. If the seller and the Association cannot agree on the purchase price, then the purchase price shall be the average of the appraised values determined by (a) the Association's appraiser, (b) the seller's appraiser, and (c) an appraiser agreed upon by both the Association and the seller.

If the Association declines to purchase the Unit or Unit Development Right, or if the appraiser hired by or agreed to by the Association fails to complete an appraisal within 20 days, then any other Owner or Owners, individually or collectively, shall have the second right to purchase, at the price determined by the three appraiser method described above.

In the event that neither the Association nor any other Owners elects to purchase the Unit or Unit Development Right, then the seller shall be free to sell his or her Unit or Unit Development Right to a third party.

3.7 Leases.

Owner may not lease or rent his or her Unit, portion of a Unit, or a Unit's Site Area except in accordance with written procedures established by the Association. Any such lease procedures shall be in writing, and the Association shall maintain a current copy of any such writing with its Bylaws. Any such procedures shall include, at a minimum, the following:

- (a) The Owner must provide any prospective lessee with all Documents.
- (b) The Association may disapprove any lease (or any lessee under such lease) that fails to contain the following lease terms:
 - That the lessee has read all Documents and agrees to abide by them as a member of the Village community;
 - That the lessee recognizes and acknowledges the Association as its landlord for the purposes of ensuring the lessee's compliance with the Documents; and
 - The Association may terminate the lease if the lessee fails to comply with the Documents.

Article 4 Easements

4.1 Easement for Ingress and Egress Through Common Elements and Access to Units and Site Areas.

- 4.1.1 Each Owner in common with each other Owner is hereby granted a non-exclusive easement appurtenant to each Unit and each Unit Development Right for ingress and egress through all Common Elements via the established, surveyed roadway, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association.
- 4.1.2 Declarant reserves in favor of Declarant and/or any other person authorized by the Association to have the right of access to any Unit or any Site Area, as provided in §47-7C-7 of the Condominium Act. In case of emergency, such entry shall be immediate whether the Owner is present at the time or not.

Article 5 Amendment of Declaration

5.1 Restrictions On Amendments.

No material amendment of this Declaration may be made by the Association or the Owners without the prior written consent of fifty-one percent (51%) of the Eligible Mortgagees holding Security Interests encumbering Units or Unit Development Rights. An addition or amendment to this Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any amendment or change to any provisions which establishes, governs or regulates any of the following are material:

- 5.1.1 Voting (which, under this Declaration, has been superceded by the unanimity of the Council Process except where required by the Condominium Act);
- 5.1.2 Changes the Percentage Interests of any Unit for purposes of levying assessments or otherwise changes the obligations of any Unit for assessment liens or subordination of such liens;
- 5.1.3 Responsibility for maintenance and repairs;
- 5.1.4 Reallocation of interest in the Common Elements, or rights to their use except that when Site Areas are reallocated by agreement between Owners, only those Owners and only Eligible Mortgagees holding Security Interests in such Units must approve such action;

- 5.1.5 Boundaries of any Unit and/or partition or subdivision of any Unit or the Common Elements;
- 5.1.6 Convertibility of Units into Common Elements or of Common Elements into Units;
- 5.1.7 Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the provisions of the Condominium;
- 5.1.8 Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Unit;
- 5.1.9 Restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than specified in the Act or Documents;
- 5.1.10 Assessments, assessment liens or subordination of assessment liens;
- 5.1.11 Reserves for maintenance, repair and replacement of Common Elements;
- 5.1.12 Establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- 5.1.13 By act or omission withdraw the submission of the Property to the Act, except as provided by the Documents and Act, in case of substantial destruction or condemnation of the Units and Common Elements; or
- 5.1.14 Any provisions which are for the express benefit of Eligible Mortgagees.

Notwithstanding the foregoing, the approval of all Eligible Mortgagees is required to add or amend any material provisions of the Declaration which terminates the legal status of the Property for reasons other than the substantial destruction or condemnation of the Property.

5.2 Implied Consent of Eligible Mortgagees.

A proposed amendment shall be deemed approved by an Eligible Mortgagee if the Eligible Mortgagee fails to object or consent to a written proposal for an amendment within thirty (30) days after receipt of the written proposal.

5.3 Amendment by Owners.

Except as otherwise provided or reserved herein or in the Act, this Declaration may be amended only by a unanimous agreement of all Owners. The following may not be amended, even by unanimous agreement of all Owners:

- No permanent structures may be constructed or maintained in the canyon.

5.4 Execution of Amendments.

An amendment to the Declaration required by the Act to be recorded by the Association, which has been adopted in accordance with this Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of such a designation, by all members of the Association.

Article 6 Protection of Security Interests

6.1 Eligible Mortgagee Protection.

Except as specifically provided in the Declaration or in the Act, no provision of the Declaration shall be construed to grant to any Owner or to any other person, any priority over any lien rights of an Eligible Mortgagee pursuant to its Security Interest in the case of distributions of insurance proceeds or condemnation awards.

6.2 Subordination.

Notwithstanding any other provision of this Declaration to the contrary, the lien of any assessment levied pursuant to the Bylaws upon any Unit or Unit Development Right (and any penalties, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of an Eligible Mortgagee; provided, however, that such subordination shall apply only to assessments on a Unit or Unit Development Right which have become due and payable prior to a sale or transfer of such Unit or the Unit Development Right pursuant to a decree of foreclosure, or to any deed or other proceeding in lieu of foreclosure, and any such sale or transfer in foreclosure or in lieu of foreclosure shall not relieve the purchaser of the Unit or the Unit Development Right from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

6.3 Notice of Actions.

The Association shall give prompt written notice to each Eligible Mortgagee of:

- 6.3.1 Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit or in any Site Area applicable to a Unit Development Right in which there is a Security Interest held by such Eligible Mortgagee;
- 6.3.2 Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit or Unit Development Right is subject to a first Security Interest held by such Eligible Mortgagee, which remains uncured for a period of sixty (60) days;
- 6.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

- 6.3.4 Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Article 5 hereof; and
- 6.3.5 Any judgment rendered against the Association.

6.4 Inspection of Books.

The Association shall permit any Eligible Mortgagee to inspect the books and records of the Association during normal business hours.

6.5 Financial Statements.

The Association shall provide any Eligible Mortgagee, which submits a written request, with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement may be audited by an independent certified public accountant if any Eligible Mortgagee requests it, in which case the Eligible Mortgagee shall bear the cost of the audit.

6.6 Enforcement.

The provisions of this Article are for the benefit of Eligible Mortgagees and their successors, and may be enforced by any of them by any available means, at law, or in equity.

6.7 Attendance at Meetings.

Any representative of an Eligible Mortgagee may attend and participate in any meeting which an Owner may attend in which the Land Owners Council is acting as the Association.

Article 7 Special Declarant Rights

7.1 Relating to the Association.

Pursuant to §47-7C-3 of the Condominium Act, Declarant reserves the right to appoint the members of the Association's Board of Directors and Officers until the number of persons who are included among the Owners reaches six (6).

7.2 Additional Units.

Declarant reserves the right, until the 20th anniversary of the recording of this Declaration, to create up to fifteen (15) additional Units and Limited Common Elements (Site Areas) in accordance with §47-7B-10 of the Condominium Act without the consent of any Owner or Mortgagee provided that upon substantial completion of the fifteen (15) additional Units, the total number of Units in the Condominium shall be sixteen (16).

7.3 Adjustment of Allocated Interests.

If Declarant exercises the right to add additional Units to the Condominium or to transfer Unit Development Rights to third parties, the Percentage Interest of each Unit in the Common Elements and Common Expenses shall be computed and reallocated equally among all Owners of Units and Unit Development Rights as specified in §2.2 hereof.

7.4 Additional Improvements.

Until such time as the Unit Development Rights to create ten (10) of the fifteen (15) additional Units and Limited Common Elements (Site Areas) referenced in Section 7.2 have been either (a) fully exercised such that the Units are substantially completed or (b) transferred by Declarant to third parties, Declarant reserves the rights to construct additional improvements within the Common Elements.

7.5 No Limitation as to Development Rights.

Any special declarant rights herein reserved by the Declarant under Article 7 may be exercised with respect to different Site Areas or portions of the Property at different times. The boundaries of Site Areas, as shown on the Plat, will not change. No assurance is made as to the order in which the Site Areas or portions of the Property may be subject to the exercise of each special declarant right. Declarant further reserves the right to transfer any or all of the special declarant rights stated in this Article 7 as special declarant rights to Successor Declarants in accordance with §47-7C-4 of the Condominium Act without the consent of any Owner or Mortgagee.

Article 8 Association

The Association shall have all the powers provided for in §47-7C-2 of the Condominium Act including but not limited to the right to assign its right to future income (including the right to receive Common Expense Assessments) for the purpose of securing repayment of funds borrowed or indebtedness incurred by the Association in the performance of its responsibilities.

The Association shall use the Council Process described in Exhibit D. Any Association members who are unable to resolve a dispute among themselves using the Relationship Council process agree to submit to the resolution arrived at by the Peacemaker Council.

The Association shall determine and implement a system for periodically assessing funds from Owners in order to pay those costs determined by the Association to be Common Expenses including, should the Association desire, monies needed to establish a reserve account ("Periodic Assessments"). This system shall be stated in writing and shall include a procedure for levying Supplemental Assessment as Common Expenses should the Periodic Assessments be insufficient. The Association shall maintain a current copy of such a writing with its Bylaws. If any Periodic Assessment or Supplemental Assessment received by an Owner is not timely paid, it shall become a lien on the Owner's Unit or Unit Development Right, together

with interest, reasonable costs and any attorney's fees incurred in connection with the collection thereof.

The Association shall provide property insurance covering all Common Elements except Site Areas. Insurance of a Unit and a Site Area is the responsibility of an Owner. The Association will also maintain liability insurance, for the benefit of the Association. These insurance costs will be Common Expenses.

Article 9 Substantial Completion

It is hereby certified that the structural and mechanical systems of all buildings containing Units designated as "substantially complete" on Exhibit C have been substantially completed in accordance with the Plat.

Article 10 Taxation

Each Unit shall be deemed a separate parcel for tax purposes, and shall be separately assessed.

In witness whereof, the undersigned have executed this Declaration this 10th day of
May, 2007.

Declarant: Village of the Shining Stones Development, L.L.C.

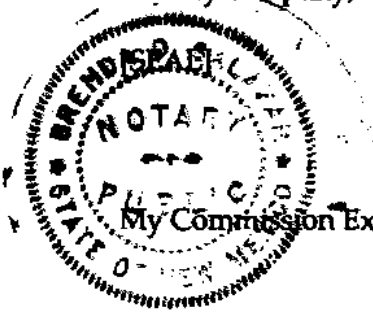
By: Wild Eagle Kenny Linton, Co-Manager

State of New Mexico)

County of Rio Arriba) ss.

The foregoing instrument was acknowledged before me on this 10th day of May, 2007, Co-Manager of Village of the Shining Stones Development, L.L.C., a New Mexico limited liability company, on behalf of said limited liability company.

Brenda D. Salazar
Notary Public



My Commission Expires: 11-28-09

Declarant: Village of the Shining Stones Development, L.L.C.

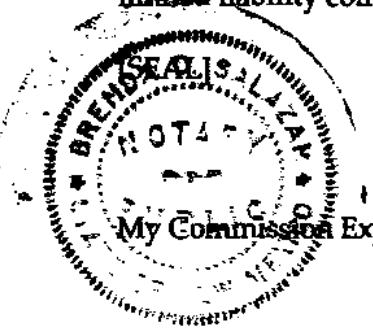
By: Ronita Hump King Linton, Co-Manager

State of New Mexico)

County of Rio Arriba) ss.

The foregoing instrument was acknowledged before me on this 10th day of May, 2007, Co-Manager of Village of the Shining Stones Development, L.L.C., a New Mexico limited liability company, on behalf of said limited liability company.

Brenda D. Salazar
Notary Public



My Commission Expires: 11-28-09

Exhibit A
Legal Description

**VILLAGE OF THE SHINING STONES, A CONDOMINIUM
CLAIM OF EXEMPTION: LOT LINE ADJUSTMENT,
GRANT OF EASEMENTS**

**REQUESTED BY RAINBOWHAWK KINNEY-LINTON
AND WENDEAGLE KINNEY-LINTON**

**TRACTS B-1-A-1 AND A-1-B-1, TRACT 4 OF LANDS
OF MANUEL A. BRANCH
PROTRACTED SECTION 8, TOWNSHIP 23 NORTH, RANGE 4 EAST,
NEW MEXICO PRINCIPAL MERIDIAN, PIEDRA LUMPIRE GRANT,
VICINITY OF YOUNGSEVILLE, RIO ARriba COUNTY, NEW MEXICO
SURVEY AUGUST 30, 2005**

ACREAGE:

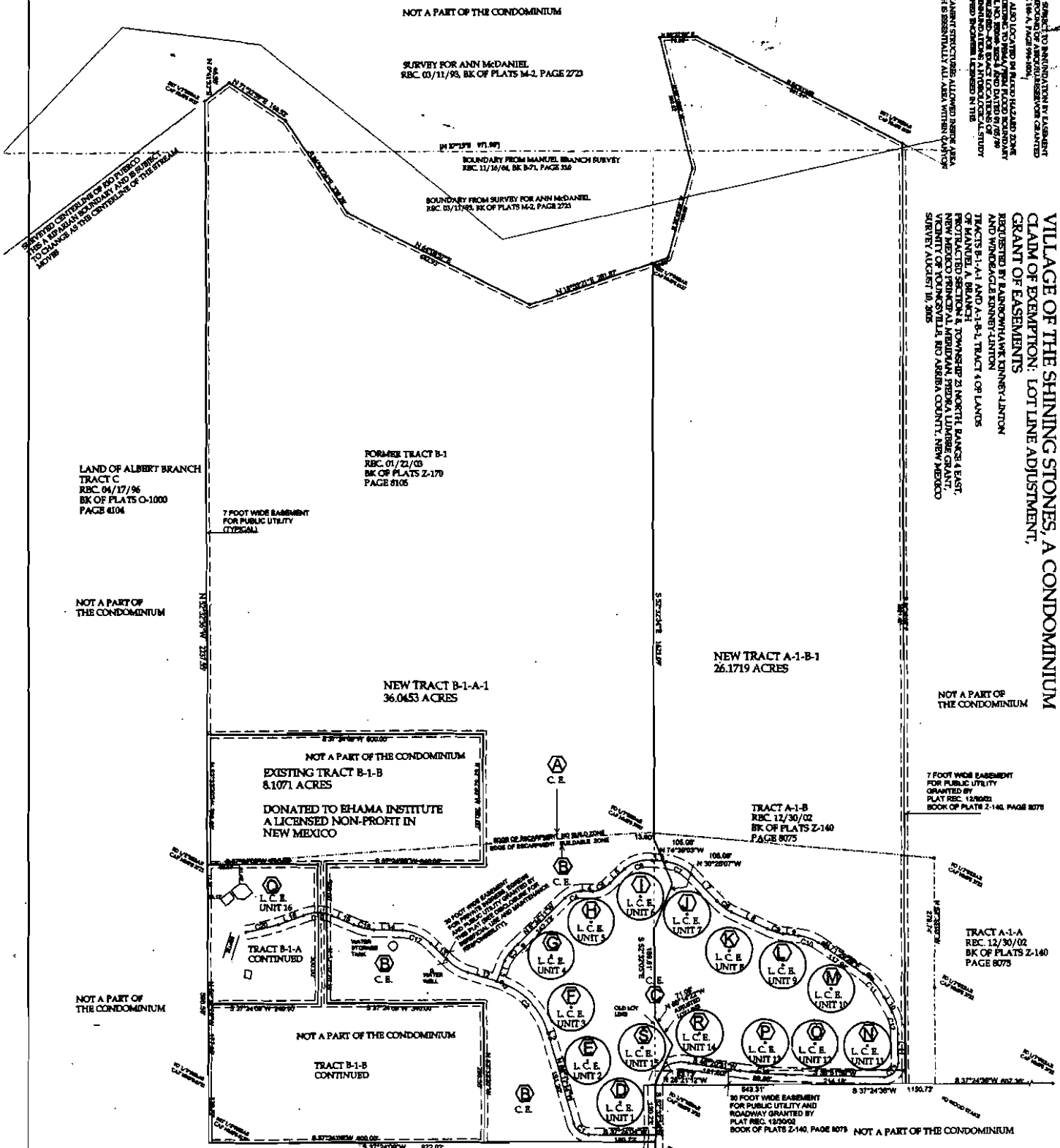
TOTAL ACREAGE SURVEYED = 62.1472 ACRES = CONDOMINIUM

Exhibit B
Plat

NOTE:
 PORTIONS OF THE PROPERTY ARE SUBJECT TO AN EASEMENT IN FAVOR OF THE STATE OF NEW MEXICO FOR THE CONSTRUCTION AND MAINTENANCE OF HIGHWAYS AND ROADS. THE EASEMENT IS GRANTED BY DEED TO THE STATE OF NEW MEXICO, BOOK OF PLATS 1-140, PAGE 8075. THE EASEMENT IS NOT A PART OF THE CONDOMINIUM.
 PORTIONS OF THE PROPERTY ARE ALSO SUBJECT TO AN EASEMENT IN FAVOR OF THE STATE OF NEW MEXICO FOR THE CONSTRUCTION AND MAINTENANCE OF HIGHWAYS AND ROADS. THE EASEMENT IS GRANTED BY DEED TO THE STATE OF NEW MEXICO, BOOK OF PLATS 1-140, PAGE 8075. THE EASEMENT IS NOT A PART OF THE CONDOMINIUM.
 PORTIONS OF THE PROPERTY ARE ALSO SUBJECT TO AN EASEMENT IN FAVOR OF THE STATE OF NEW MEXICO FOR THE CONSTRUCTION AND MAINTENANCE OF HIGHWAYS AND ROADS. THE EASEMENT IS GRANTED BY DEED TO THE STATE OF NEW MEXICO, BOOK OF PLATS 1-140, PAGE 8075. THE EASEMENT IS NOT A PART OF THE CONDOMINIUM.
 PORTIONS OF THE PROPERTY ARE ALSO SUBJECT TO AN EASEMENT IN FAVOR OF THE STATE OF NEW MEXICO FOR THE CONSTRUCTION AND MAINTENANCE OF HIGHWAYS AND ROADS. THE EASEMENT IS GRANTED BY DEED TO THE STATE OF NEW MEXICO, BOOK OF PLATS 1-140, PAGE 8075. THE EASEMENT IS NOT A PART OF THE CONDOMINIUM.

**VILLAGE OF THE SHINING STONES, A CONDOMINIUM
 CLAIM OF EASEMENTS
 GRANT OF EASEMENTS**

REQUESTED BY RANDOLPH WALKER, TRINITY-LANTON AND WINDYBROOK KENNETH-LANTON TRACTS B-1-A-1 AND A-1-B-1, TRACT 4 OF LANDS OF THE STATE OF NEW MEXICO, COUNTY OF SAGUARO, DISTRICT OF GILBERT, COUNTY OF GILBERT, NEW MEXICO, FEDERAL LAND MANAGEMENT AGENCY, VICTORY OF YOUNGSHIRE, RIO ARriba COUNTY, NEW MEXICO SURVEY AUGUST 19, 2005.

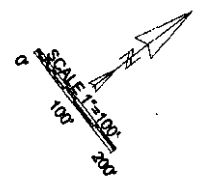


TRACT B-2 132.5223 ACRES

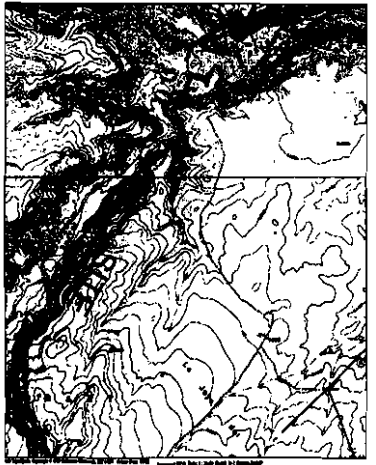
NOT A PART OF THE CONDOMINIUM

Curve	Delta Angle	Radius	Arc	Tangent	Chord	Chord Bearing
1	74°17'48"	52.89	42.76	24.59	48.84	S 74°32'58"W
2	89°09'22"	101.78	103.59	60.52	107.09	S 82°40'09"W
3	34°40'51"	108.76	44.86	32.79	44.82	N 17°00'00"W
4	40°11'08"	48.80	38.71	20.43	37.70	N 12°40'29"E
5	47°38'03"	54.81	42.89	22.23	41.40	N 11°20'10"E
6	41°34'21"	17.52	14.82	54.32	62.84	N 20°13'25"E
7	107°53'	67.32	43.28	33.15	61.88	N 84°12'33"E
8	107°53'	107.53	38.88	30.52	38.57	N 7°01'22"E
9	11°38'07"	121.19	37.22	18.78	37.07	N 89°02'25"E
10	28°32'17"	68.03	40.14	23.46	44.73	N 87°00'49"E
11	21°02'02"	102.48	85.05	39.57	67.44	N 87°04'15"E
12	88°32'17"	98.31	40.89	29.08	46.40	N 89°32'22"E
13	37°34'04"	30.79	40.05	38.37	41.89	N 87°04'15"E
14	7°38'32"	108.00	38.89	38.78	68.78	N 82°38'15"W
15	89°32'22"	48.21	85.07	68.21	73.89	N 1°22'17"E
16	21°02'02"	113.37	84.26	17.88	83.74	N 89°11'30"W
17	42°07'02"	85.84	70.82	38.94	68.99	N 80°18'39"W
18	21°02'02"	121.41	44.88	22.56	44.41	N 87°00'49"W
19	42°07'02"	84.73	62.15	31.56	30.77	N 38°48'42"W
20	7°11'38"	87.38	72.48	26.28	72.41	S 28°02'34"W
21	88°32'17"	87.45	38.88	37.28	67.28	N 4°29'48"E

Line	Bearing	Distance
1	N 82°38'15"W	11.32
2	N 87°11'30"W	47.82
3	N 81°11'09"W	25.28
4	N 84°12'33"E	44.41
5	N 42°02'25"E	30.89
6	N 87°04'15"E	73.74
7	N 82°38'15"W	38.89
8	N 44°02'25"E	33.89
9	N 81°02'25"E	34.82
10	N 82°38'15"W	68.21
11	N 87°04'15"E	44.73
12	N 87°04'15"E	67.44
13	N 89°32'22"E	46.40
14	N 87°04'15"E	41.89
15	N 38°48'42"W	30.77
16	S 28°02'34"W	72.41
17	N 4°29'48"E	67.28

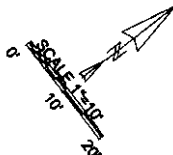
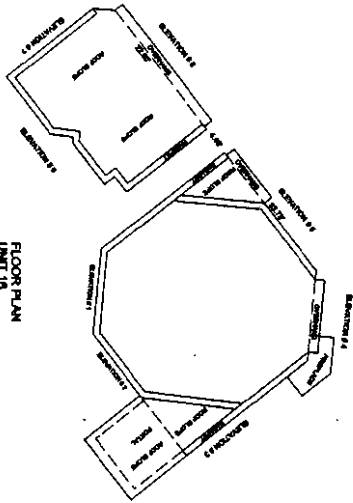


ARQUILAND SURVEYING COMPANY
 1000 N. GILBERT AVENUE, SUITE 100
 GILBERT, ARIZONA 85234
 (480) 831-1111
 WWW.ARQUILANDSURVEYING.COM



VICINITY MAP

NOTE:
 THIS PROJECT IS SUBJECT TO AN ORDINANCE BY THE CITY OF ALBUQUERQUE FOR THE PROTECTION OF LANDS AND RESOURCES (CALLED "VILLAGE OF THE SHINING STONES") WHICH IS LOCATED IN SECTION 16, TOWNSHIP 23 NORTH, RANGE 1 EAST, NEW MEXICO PRINCIPAL MERIDIAN, PERMIAN FEDERAL LANDS GRANT, VICINITY OF YOUNGSVILLE, RIO ARriba COUNTY, NEW MEXICO. THE PROJECT IS LOCATED IN SECTION 16, TOWNSHIP 23 NORTH, RANGE 1 EAST, NEW MEXICO PRINCIPAL MERIDIAN, PERMIAN FEDERAL LANDS GRANT, VICINITY OF YOUNGSVILLE, RIO ARriba COUNTY, NEW MEXICO. THE PROJECT IS LOCATED IN SECTION 16, TOWNSHIP 23 NORTH, RANGE 1 EAST, NEW MEXICO PRINCIPAL MERIDIAN, PERMIAN FEDERAL LANDS GRANT, VICINITY OF YOUNGSVILLE, RIO ARriba COUNTY, NEW MEXICO.



VILLAGE OF THE SHINING STONES, A CONDOMINIUM CLAIM OF EXEMPTION: LOT LINE ADJUSTMENT, GRANT OF EASEMENTS
 REQUESTED BY RAINDANCEWAY CONDO-UNITION AND WINDROCKS CONDO-UNITION
 TRACTS 1-A-1 AND A1-B-1, TRACT 1 OF LANDS OF RAINDANCEWAY CONDO-UNITION, A PART OF NEW MEXICO PRINCIPAL MERIDIAN, PERMIAN FEDERAL LANDS GRANT, VICINITY OF YOUNGSVILLE, RIO ARriba COUNTY, NEW MEXICO, SURVEY AUGUST 10, 2005.
 ACRES: _____
 TOTAL ACRES: _____

RECORDING NOTICE:
 THIS INSTRUMENT IS BEING RECORDED FOR THE PURPOSE OF RECORDING THE SAME IN THE PUBLIC RECORDS OF THE COUNTY OF RIO ARriba, NEW MEXICO. THE INSTRUMENT IS BEING RECORDED FOR THE PURPOSE OF RECORDING THE SAME IN THE PUBLIC RECORDS OF THE COUNTY OF RIO ARriba, NEW MEXICO. THE INSTRUMENT IS BEING RECORDED FOR THE PURPOSE OF RECORDING THE SAME IN THE PUBLIC RECORDS OF THE COUNTY OF RIO ARriba, NEW MEXICO.

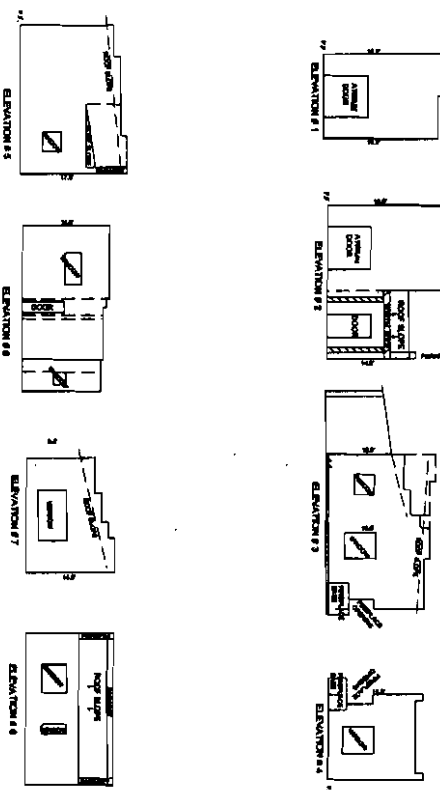
ACKNOWLEDGMENT FOR NATURAL PERSONS:
 I, _____, STATE OF NEW MEXICO, COUNTY OF _____, DO HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS INSTRUMENT AND I HAVE SIGNED IT FREELY AND WITHOUT COERCION, FRAUD, OR UNLAWFUL INFLUENCE.

ACKNOWLEDGMENT FOR NATURAL PERSONS:
 I, _____, STATE OF NEW MEXICO, COUNTY OF _____, DO HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS INSTRUMENT AND I HAVE SIGNED IT FREELY AND WITHOUT COERCION, FRAUD, OR UNLAWFUL INFLUENCE.

ACKNOWLEDGMENT FOR NATURAL PERSONS:
 I, _____, STATE OF NEW MEXICO, COUNTY OF _____, DO HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS INSTRUMENT AND I HAVE SIGNED IT FREELY AND WITHOUT COERCION, FRAUD, OR UNLAWFUL INFLUENCE.

ACKNOWLEDGMENT FOR NATURAL PERSONS:
 I, _____, STATE OF NEW MEXICO, COUNTY OF _____, DO HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS INSTRUMENT AND I HAVE SIGNED IT FREELY AND WITHOUT COERCION, FRAUD, OR UNLAWFUL INFLUENCE.

ACKNOWLEDGMENT FOR NATURAL PERSONS:
 I, _____, STATE OF NEW MEXICO, COUNTY OF _____, DO HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS INSTRUMENT AND I HAVE SIGNED IT FREELY AND WITHOUT COERCION, FRAUD, OR UNLAWFUL INFLUENCE.



UNIT UNITS:
 UNIT 15
 UNIT 16
 UNIT 17
 UNIT 18

RAINDANCEWAY CONDO-UNITION:
 RAINDANCEWAY CONDO-UNITION, A PART OF NEW MEXICO PRINCIPAL MERIDIAN, PERMIAN FEDERAL LANDS GRANT, VICINITY OF YOUNGSVILLE, RIO ARriba COUNTY, NEW MEXICO, SURVEY AUGUST 10, 2005.

WINDROCKS CONDO-UNITION:
 WINDROCKS CONDO-UNITION, A PART OF NEW MEXICO PRINCIPAL MERIDIAN, PERMIAN FEDERAL LANDS GRANT, VICINITY OF YOUNGSVILLE, RIO ARriba COUNTY, NEW MEXICO, SURVEY AUGUST 10, 2005.

ABRILAND SURVEYING COMPANY:
 ABRILAND SURVEYING COMPANY, INC., 10000 1st Avenue NE, Albuquerque, NM 87111. PHONE: (505) 261-1111. FAX: (505) 261-1112. WWW.ABRILANDSURVEYING.COM

Exhibit C
Units and Unit Development Rights
Revised 09/11/05

<u>Unit or Unit Development Right</u>	<u>Substantially Complete</u>	
Unit 1/ Site Area 1	Yes ___	No <u>0</u>
Unit 2/ Site Area 2	Yes ___	No <u>0</u>
Unit 3/ Site Area 3	Yes ___	No <u>0</u>
Unit 4/ Site Area 4	Yes ___	No <u>0</u>
Unit 5/ Site Area 5	Yes ___	No <u>0</u>
Unit 6/ Site Area 6	Yes ___	No <u>0</u>
Unit 7/ Site Area 7	Yes ___	No <u>0</u>
Unit 8/ Site Area 8	Yes ___	No <u>0</u>
Unit 9/ Site Area 9	Yes ___	No <u>0</u>
Unit 10/ Site Area 10	Yes ___	No <u>0</u>
Unit 11/ Site Area 11	Yes ___	No <u>0</u>
Unit 12/ Site Area 12	Yes ___	No <u>0</u>
Unit 13/ Site Area 13	Yes ___	No <u>0</u>
Unit 14/ Site Area 14	Yes ___	No <u>0</u>
Unit 15/ Site Area 15	Yes ___	No <u>0</u>
Unit 16/ Site Area 16	Yes <u>0</u>	No ___

Exhibit D
Council Process

COUNCIL PROCESS FOR GOVERNANCE

Introduction
Talking Stick and Stringing the Beads
Koosh
Concept of Point
Proposal Process
Question Basket (Short Form)
Ten Stones
Wisdom Council

Introduction

The protocols included in this section reflect the basic foundational ways of being together in circles of people that will support mutual respect, community relationship and trust.

They are offered here as a ground of understanding originating from our tribal ancestors of Turtle island and Hummingbird Island, and which have contributed to many peoples living successfully in societies for thousands of years.

The protocols practiced by Ehama Institute have been adapted for our present day use in order to facilitate humans in all kinds of groups, family, community, business and social organizations to create sustaining relationships and creative development.

1. TALKING STICK and STRINGING THE BEADS

Description

The talking stick is an object that is passed to the left (sun wise) by the circle as the people speak. It is a practice used to connect the people and to harmonize the energy of the circle. The beauty of the talking stick represents the love and care the circle holds for one another. Use of this tool reminds us to slow down, to become present, to listen deeply, to honor one another and to speak the depth of our truth with respect for all. This is a tool typically used at the beginning of a gathering.

Protocol Process

This protocol uses an object, such as a stick, feather or other small object that becomes the Talking Stick. The Talking Stick is passed around a circle to share from the heart (present condition or a focus chosen by the point.) The person holding the Talking Stick

speaks and others in the circle listen deeply. There is no interruption by other members of the circle when the person holding the Talking Stick is speaking. The Talking Stick is then passed to the left (sun wise) to the next person when each speaker completes.

The person who introduces the round

- Either speaks first or chooses who will speak first.
- Sets the topic.
- Provides an example of what is wanted.
- Sets the time (and may ask someone to drum when needed to mark time).
- Completes the round by bringing what has been spoken into the circle to a completion

A formal round is usually used at the beginning of a gathering and, often at the end as a completion. A Talking Stick round can also be used in the middle of a gathering or when all voices need to be heard and deep listening is needed.

The protocol is to speak your name, then your words. When you have completed your words say, "I have spoken." Others respond by saying "Ho" which means, "Your words have been heard." The Talking Stick is then passed to the left.

Always speak to the center of the circle rather than answering concerns of others.

Value of Talking Stick and Stringing the Beads Protocol

- Creates an energy of recognition and listening.
- Encourages individual expression that is received by everyone.
- Sets the tone of respect.
- Brings the communication to a deeper level than ordinary conversation as it helps people to reveal their truth in a safe environment.
- Encourages the practice of deeper listening.
- Opens the door to speaking from the heart.

2. KOOSH

Description

A Koosh is usually a brightly colored knit ball or some other small object used when open energetic conversation is wanted in the circle. It is used for ideation and for moving a discussion towards solution and/or agreement. The Koosh is tossed from person to person who wish to speak without the formality of the talking stick. In this way, contributions build on one another. The use of this object ensures respectful listening (no interrupting) while the contributions focus on what was asked. When using this tool, it is important for a person serving as point to monitor the flow of the energy and to keep track of the order of those wishing to speak as indicated by their raising a hand. When

using the Koosh to assist the circle to move towards forming a proposal, it is recommended that a time be set for the amount of time to be taken for discussion. Usually 15 minutes is set as the time for a Koosh discussion. If more time is needed, the point can simply clarify a need to take 10 more minutes.

Protocol Process

To keep discussion/ideation orderly and to avoid dominance by a few, people wishing to speak raise their hand or finger. A point will observe the order of hands/fingers and will see that the koosh is tossed to people in that order. As in the talking stick protocol, the one holding the koosh is listened to and not interrupted.

Value of Koosh Protocol

- Enables a quick and fluent exchange of thoughts and ideas
- Maintains a high quality of listening during the process
- Promotes clear energy during the flow of discussion

3. CONCEPT OF POINT

Description

The concept of point uses the metaphor of a flock of geese that fly in arrow formation. The tip or the point of the arrow breaks the wind so the rest of the flock can move more swiftly. Whenever the lead goose needs a rest, or has expended all resource, another goose will take his or her place. The point position is not based on hierarchical leadership but rather on a rotating circle leadership that facilitates forward movement and is based on agreement. And so it is in community as well. As in a flock of geese, each person shares collective responsibility for the process, energy and outcome as represented by their individual contribution.

Protocol Process

Any time a group of people is gathered to take an action, including discussion of ideas, strategy, etc., it is important to select a “point” who will help the group stay focused and move toward accomplishment of purpose. The point is the person who takes responsibility for a specific task. The point’s function is to ensure that the individual and collective gifts of the people are brought forward, organized into a flow and applied to a task or situation. The point also watches the energy of the circle to ensure that it stays clear and bright. The point leads by calling forward the talent, willingness and enthusiasm of others. The point sets an example by thought, word and action and uses evocative leadership.

Point rotates; no one person remains the permanent point. Usually point is selected by asking who would like to be the point. Most times it will be someone who has some energy for the topic or some prior experience. It is important to recognize the point is not the 'boss' or a person having all the answers. Nor is it up to the point to make all the decisions.

Typically the point performs the following duties:

- Arranges chairs or other seats to create a circle. They need to be close enough so all can hear and evenly spaced so participants feel they are in a circle.
- Begins the Stringing of the Beads and the use of the Koosh.
- When there is an action or task that needs to be accomplished, the point usually will introduce the needs of the project, offer some simple steps towards a process, ask for ideas from the group and help the strategy become clear.
- Asks someone to watch the time so the circle stays on task.
- If the group breaks into task force work, asks someone in the task force to record an outline of notes so that the flow of the discussion can be remembered and gives them to the point at the end of the session.
- Collects all notes, obstacles, recommendations and comments and gives them to the Medicine Singer of the LOC (person in the Southwest of the circle.) The Medicine Singer then types up the notes that become the basis of the Journey Song of the gathering.
- The point will also bring clear completion, help the group harness their learning and express appreciation to the group for their work.

Value of Point

- Enables the group to move in concert towards purpose
- Helps avoid the group becoming diverted by differences
- Encourages the collective wisdom of the group to emerge

4. PROPOSAL PROCESS

Description

The proposal process is an excellent tool for use when group discussion has surfaced the elements needed to move forward into action. After a period of time where all the people's voices are heard in an open free-flowing dialogue, any person in the group may end the discussion by saying, "I have a proposal." Once these words are spoken, all discussion stops. Usually the person who suggests a proposal has seen a way to bring the group into agreement. It is like saying, "I have an idea. What do you all think about this?"

Protocol Process

Once the proposal is stated, the person bringing this proposal forward asks, “Are there any clarifying questions?” Those with questions raise their hands. (It should be noted that the clarifying questions are limited precisely to only those that help to understand the wording of the proposal.) When they are acknowledged, they speak their questions and receive answers. Once all clarifying questions are answered, the proposal is sent around the circle. People in the circle either indicate they are in agreement with the proposal or not in agreement. There is no further discussion at this point. Hand signs are used for agreement or non-agreement.

The Medicine Way for group decisions calls for all voices to be heard whether in approval or disapproval. If one or more people (approximately one-fifth of the group) indicate disagreement with the presented proposal, the person presenting the proposal asks each of the people, “What is not allowing you to agree and what would allow you to come into agreement?” These considerations are heard and another form of the proposal may be crafted. If only a small number of people are in disagreement and or a few suggestions are offered, the proposal is reformed and sent around a second time to see if there is agreement. If more than 1/5th of the group are in disagreement, it is best to simply declare this proposal does not pass. It is then up to the circle to form another proposal if wanted or to engage in more discussion. It is recommended that no more than three tries be made on a topic in a row. If it has not passed, let it go. If the topic is of high importance, it can be sent to a task force for further work.

Value of the Proposal Process

- Enables discussion and ideation to move towards action in a simple clear way.
- Keeps discussion from becoming an endless process.
- Gives equal value to each person’s agreement.
- Keeps dominant personalities from taking over.
- Surfaces information that might otherwise not be heard.
- Gathers the power of the group to support their collective action.

5. QUESTION BASKET

Description

The Question Basket is a process used for the whole group to surface questions, issues or ideas. All voices are heard and the environment is one of openness, deep listening, respect and welcoming of all ideas and concepts. An actual basket can be placed in the meeting place so there is a visual representation of the openness to receive the group input.

Protocol Process

Typically there is an actual basket that is in the meeting space. It is there to receive any thoughts, ideas, concerns or issues that anyone is holding that need to be addressed by the whole.

Value of the Question Basket

- Brings concerns, questions and needs to the awareness of the whole organism.
- Avoids the burying of individual needs.
- Surfaces the hidden feelings in a group.
- Allows anonymous contributions.
- Enables the planned flow to proceed without being interrupted by individual needs.

6. TEN STONES

Description

Ten Stones is a process that uses a non-verbal consensus as the method for prioritizing issues generated by a group. It is a way for the group with numerous issues to collectively identify the most significant one to address first and provides an agreed upon order in which to proceed.

Usually there is a short demonstration with ten stones. Using actual stones, the group is shown that in theory they each have ten stones. They are instructed to place 4 of their stones on their first choice, 3 stones on their second choice, 2 stones on their third choice and 1 stone on their last choice. All stones cannot be placed on one choice.

Since it is rather difficult to use stones for each person, we typically use marker pens and ask people to write the numbers 4,3,2,1 on pieces of paper to indicate their priority. (Note: When it is possible to use stones, it is highly recommended as it brings earth energy to the process.)

Protocol Process

- Clearly print with colored markers each question or concern to be prioritized (“stoned”) on a separate piece of paper. Write big enough so that when the paper is placed on the floor it can be read from a standing position.
- Place a blank sheet of paper near the question or concern. The group members will place their numbers (4,3,2,1) on this blank sheet of paper.

- Each person reviews all the issues and questions and then writes a number 4 on the blank piece of paper for the question or concern that is most significant to him/her. A number 3 is written on the next most important one. A number 2 on the next and finally a number 1 is written on the fourth most important question or concern.
- After each person casts their stones, tally all the numbers.
- Write the total number of stones cast for each question or concern on the piece of paper where the question and concern is written. Circle this number.
- Read the results out loud to the group in priority order. The question or concern receiving the most stones is read first followed by the others, read in descending order.

Value of Ten Stones Process

- Enables the gathering of the collective will of the people in priority order in a short time.
- Gives each person the opportunity to express his/her individual priority.
- Forms a sequence for creating a strategy within complex choices.
- Avoids loss of energy through long discussion.

7. WISDOM COUNCIL

Description

A wisdom council is called when it is important to gather all the voices to seek a wisdom solution in regard to an issue the village is facing. Each member of the LOC will hold a position on the council and will represent a perspective (east, southeast, south, southwest etc). When the wisdom council is in session, each person will represent the best solution for the whole, rather than a personal perspective. The recommendations made by the representatives will be given to the LOC for consideration and possible action. The recommendations may call for more study or deeper investigation before agreement can be reached.

Note: the wisdom council is not a decision-oriented process. It is meant to be the preparation for decision-making, and is called only in special circumstances when the need is apparent.

Protocol Process

- In the village a person wanting to call a council needs agreement from three other members of the village to bring the request for council to the LOC.
- Request is posted to all members of the village with a suggested time and place.

- A koosh session to put the issue before the people will be needed at that time in order to allow for all voices to be heard. At the completion of that time the originator can make a proposal for the wisdom council to take place. Upon agreement a time and place can be set for the wisdom council.
- Members select a balanced seating of the eight perspectives of the wisdom council.
- Preparation time shall be set for the representatives of the different perspectives to prepare.
- During the wisdom council, the different perspectives are presented by the representatives in turn, starting in the east and continuing sun wise to the northeast.

Note: Members of the Village of the Shining Stones who are not familiar with the wisdom council process will receive an introductory instruction upon assuming membership in the village, or before if requested any time prior to closing.

Value of the Wisdom Council

- Calls for a higher consciousness in relation to finding solutions that will benefit the whole village
- Allows time and space for personal perspectives to be heard prior to the council
- Allows time and space for deep consideration and deep listening for the purpose of sourcing wisdom
- Gives the opportunity for all perspectives to be heard

Elder's Questions Representing Each Perspective

East: Heyoehkah Elders – Perspective Of Freedom And Creativity

How do we stimulate freedom of expression and creativity in the village?

What images are needed to evoke out-of-the-box thinking?

In what ways are we seeking new creative ways of thinking?

Is the creative spirit of the people engaged?

Southeast: Peace Elders – Perspective Of Present Condition And Appreciation

What is an appreciative assessment of our present condition?

What is the present condition of our physical, mental, emotional and creative resources?

In this moment, what is needed or what is missing?

What are the opportunities of the present condition?

South: War Elders – Perspective Of Power And Danger

Where is there division that can undermine what we want?

What are the dangers that might arise from our current situation?

What unresolved conflicts, hidden agendas and emotions could divide and weaken our village?

How can the full power of the people be gathered in response to our developing needs?

Southwest: Medicine Singer Elders – Perspective Of Purpose And Direction

Is the purpose and direction clearly known to the people in the village?

What lessons have we learned from the past that are relevant to this time of development?

What is needed to hold firm to our purpose and direction?

What goals do we choose to set in this time?

West: Woman Elders – Perspective Of Maintenance And Balance

Is there anything in our current situation that needs healing or balancing?

What is our introspective awareness reveal concerning this time of development?

What is needed to maintain and care for existing individuals, projects and systems?

Can we access the needed will to further our development aims?

Northwest: Council Elders – Perspective Of Interrelatedness And Timing

In this time of growth, what are all the interrelationships that need to be considered?

What is the right sense of timing and implementation as we approach the future?

What cycle of growth are we in beginning, middle or end?

What is our sense of the future and what is needed to prepare?

North: Hunter Worker Elders – Perspective Of Clarity And Action

What resources (in all forms) are needed in this time of development?

What clarity is needed in this situation before moving forward?

What is needed to develop a clear intention to take this action through to completion?

What are the elements of strategy and implementation needed for clear action?

Northeast: Law Dog Elders – Perspective Of Integrity And Vitality

What will elicit involvement, participation and enthusiasm for our new designs?

How will we assure that all voices have been heard?

What has not been spoken or remains hidden that could weaken our moving forward in integrity?

What will help bring alignment and agreement in our village?