

Amended and Restated Bylaws of Pueblos de Rodeo Road Owners Association, Inc.



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**AMENDED AND RESTATED BYLAWS
OF
PUEBLOS DE RODEO ROAD OWNERS ASSOCIATION, INC**

The affairs of the Pueblos de Rodeo Road Owners Association, Inc., a New Mexico non-profit corporation (hereinafter referred to as the “Association”), shall be administered and regulated pursuant to the following Bylaws, to-wit:

Article I. Introduction

1.01 Purpose

The purpose for which this non-profit corporation is formed is to maintain the Common Area (as defined herein) for the benefit of all Owners (as defined herein), to enforce those certain Declarations of Covenants, Conditions and Restrictions of Pueblos de Rodeo Road Subdivision (hereinafter the “Covenants”) which have been filed with the office of the County Clerk of Santa Fe County, New Mexico. The Common Area is situated in Santa Fe County, New Mexico, and is subject to the Covenants. These Bylaws are subject to the provisions of the Covenants, and in the event any Bylaw adopted by the Association is or becomes inconsistent with the Covenants, the provisions of the Covenants shall control, and such Bylaw shall be void *ab initio*.

1.02 Owners Subject to Bylaws

All present or future Owners, present or future occupants, or any other person or entity that might use in any manner the Common Areas of the Subdivision are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the Units or the mere act of occupancy of any of said Units will signify that these Bylaws are accepted, ratified, and will be complied with.

Article II. Definitions

2.01 Reference to Covenants

All definitions stated in the Covenants are incorporated herein by reference as if fully restated in these Bylaws.

Article III. Membership, Voting, Majority of Owners, Quorum, Proxies

3.01 Membership

The Owner of a Unit is automatically a member of the Association and shall be responsible for annual dues, special assessments, and be subject to these Bylaws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Unit. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with this Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors (the Board) of the Association or others may have against such former Owner and member arising out of or in any way connected with ownership, membership, covenants and obligations incident thereto.

3.02 Voting

Subject to the provisions of paragraph 10.01 of Article X of these Bylaws and to the Covenants, all members shall be entitled to vote on all matters. Each member shall be entitled to one vote for each Unit owned by said member. If title to any Unit shall be held by two or more co-tenants, then each such co-tenant shall be a member of this Association and shall be entitled to a vote equal in weight to such co-tenant's percentage of ownership of the Unit. The co-tenant's percentage of ownership of a Unit shall be determined by the title document for such Unit; in the absence of specific limitation, co-tenants shall be presumed to have equal undivided interests. Any one co-tenant owner of a Unit attending a meeting may, and shall be deemed to have, the authority to cast the vote of all other co-owners of that Unit who are absent from such meeting and have not executed a proxy with respect to their vote thereat.

3.03 Definition of Percentage

As used in these Bylaws, the term "majority of Unit Owners" shall mean those Owners of more than fifty percent (50%) of the Units. Wherever a percentage of Owners is stated herein, such percentage shall mean the total number of Owners' votes, weighted according to each such Owner's interest in the Units.

3.04 Quorum for Meetings of the Membership

Except as otherwise provided in these Bylaws and the Covenants, a quorum shall mean at least ten percent (10%) of the members, in person or by proxy. The affirmative vote of a majority of the members present, either in person or by proxy, shall be required to transact business and to adopt decisions binding on all Owners.

3.05 Proxies

Votes may be cast in person or by proxy. Proxies must be in writing, dated and filed with the secretary before the appointed time of each meeting. A Person may designate a non-member as his proxy. Revocation of any proxy may be made at any time by written notice to the secretary. A revocation of a proxy shall not affect any vote or act taken or authorized pursuant thereto prior to such notice to the secretary. A proxy shall terminate one year after its date, unless it specifies a shorter term. Conveyance of a Unit or undivided interest therein by an Owner shall be deemed revocation of any proxy executed by such Owner unless the successor in interest to such Owner assumes or takes subject to a mortgage containing an irrevocable proxy.

Article IV. Administration

4.01 Association Responsibilities

The Board has the responsibility of administering the business of the Association on behalf of the subdivision owners who are members of the Association.

4.02 Association Meetings

Meetings of the Association shall be held according to a notice setting the date and time and the physical location or the electronic media to be used as the Board may determine.

4.03 Annual Meeting

The annual meeting of the Association shall be set by the Board and shall be held no later than the second quarter of each year unless special circumstances exist such that the date requires a change by the Board. At such meetings there shall be elected by ballot of the members of the Board subject to election in accordance with the requirements of Section 5.05 of Article V of

these Bylaws. The members may also transact other business of the Association as may properly come before the meeting and its agenda noticed to the Association.

4.04 Special Meetings

The president shall call a special meeting of the Association as directed by resolution of the Board or when the Board is presented with a petition signed by at least twenty percent (20%) of the members. The notice of any special meeting shall state the time and place of such meeting and its purpose. No business shall be transacted at a special meeting except as stated in the notice unless by consent of members who are present at the special meeting, either in person or by proxy. Any such meeting shall be held within thirty (30) days after receipt of such resolution or petition.

4.05 Notice of Meeting

The secretary shall provide notice of each annual or special meeting to the members at least ten (10) days prior to such meeting. Each notice shall contain the date, time, place, and purpose of said meeting. Meetings may also be held online using electronic methods.

4.06 Adjourned Meetings

If any meeting of members of the Association cannot be held because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting for a reasonable period of time until a quorum is obtained or until the purpose of the intended meeting is no longer an issue. At a subsequent meeting, subject to the same notice requirements, the required quorum shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting and no quorum may be less than 2.5% of members.

4.07 Order of Business

The order of business at meetings of the Association shall be as follows:

- i. Roll call;
- ii. Determination of quorum;
- iii. Proof of notice of meeting or waiver of notice;
- iv. Reading of minutes;
- v. Reports of officers;
- vi. Reports of committees;
- vii. Election of Board of Directors (annual meeting only);
- viii. Unfinished business;
- ix. New business;
- x. Public comment; and
- xi. Adjournment.

4.08 Rules of Meetings

The Board may prescribe reasonable rules for the conduct of all meetings and in the absence of such rules, Robert's Rules of Order shall be used.

Article V. Board of Directors

5.01 Number and Qualification

The affairs of the Association shall be governed by a Board composed of three (3) persons. The number of directors may be increased or decreased by amendment of the Association Covenants and these Bylaws; provided, however, that the number of directors shall not be reduced to less than three (3).

5.02 Powers

The Board shall have power to:

- (a) Encourage a code of conduct that respects the rights of all members and maintains a peaceful environment with regard to use of the Common Areas;
- (b) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any dues or assessments levied by the Association;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Covenants;
- (d) declare the office of a member of the Board to be vacant in the event such member shall be absent without excuse from three (3) consecutive regular meetings of the Board or whose behavior is unprofessional and obstructive to the conduct of Association business;
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary and to prescribe their duties; and
- (f) foreclose the lien of the Association against any Unit for which dues or assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same when, in the discretion of the Board, such action would be in the best interests of the Association.

5.03 Duties

It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) supervise all officers, agents, employees, and independent contractors of this Association and to see that their duties are properly performed;
- (c) as more fully provided in the Association Covenants, to
 - i. fix the amount of the annual dues against each Unit at least thirty (30) days in advance of the due date;
 - ii. send written notice of annual dues to member at least thirty (30) days in advance of the due date; and
 - iii. fix the amount of any special assessment against each Unit as provided in the Association Covenants and send statements to each member.
- (d) procure and maintain adequate liability and hazard insurance on property owned by the Association;

- (e) procure and obtain water, sewer, garbage collection, electrical, telephone, gas, and other necessary utility service for any structure that may be erected on the Common Area;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, if in the discretion of the Board such bond is deemed appropriate;
- (g) cause the Common Area to be maintained;
- (h) cause the exterior of the Units to be maintained;
- (i) if needed, communicate with the four smaller association presidents regarding issues involving all members of the various associations.

5.04 Managing Agent

The Board may employ for the Association a managing agent, at a compensation established by the Board, to perform such day-to-day management duties and services as the Board shall delegate and authorize. The term of any contract with a managing agent shall not exceed three (3) years.

5.05 Election and Term of Office

Members of the Board shall be elected by a majority of votes cast at the annual meeting of the Association. The term of each director's service shall extend until the next annual meeting and thereafter, until a successor is duly appointed by the Board to a vacancy or until said director is removed in the manner hereinafter provided.

5.06 Vacancies

Vacancies on the Board caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by decision of the remaining directors even though they may constitute less than a quorum, and each person so appointed shall be a director until a successor is elected at the next annual meeting of the members of the Association.

5.07 Removal of Directors

At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority vote of the members. A successor may immediately be elected to fill each vacancy created. Any director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting within a reasonable time limit as set by the Board.

5.08 Organizational Meeting

The first meeting of the newly elected Board shall be held within fifteen (15) days of election, at such date, time, and place (including Zoom or other meeting app) as shall be fixed at the current annual meeting.

5.09 Meetings – Board of Directors

Meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors or by the president with at least three days' notice to the directors and officers. At least one Board meeting shall be held each year. Notice of meetings of the Board shall be given to each director personally or by U.S. mail, telephone, or electronic mail at least three (3) days prior to the day of such meetings. There shall be a meeting of the Board immediately following the annual meeting of the Association.

5.10 Meetings – Membership

Meetings of the membership may be held at such time and place as shall be determined, from time to time, by a majority of the directors but at least one such meeting shall be held each year. Notice of meetings of the membership shall be given to members by electronic mail or by U.S. Mail and by the posting of the meeting on the HOA website. If the meeting will be in person at a specified location, the HOA meeting sign shall be posted at least three (3) days prior to the day of the meetings.

5.11 Waiver of Notice

Attendance by a director at any meeting of the Board shall be a waiver of notice by that director of the time and place of that meeting. If all the directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

5.12 Board Meeting Quorum

At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the Board may then act on any business on its agenda. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time for reasonable periods of time until a quorum is obtained or until a conclusion can be reached on the pending matter(s).

5.13 Action Taken Without a Meeting

The 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 of the directors, including by electronic approvals. Any action so approved shall have the same effect as though taken at a meeting of the Board held with directors present to conduct the business at hand.

5.14 Compensation

The members of the Board shall serve without salary or compensation but may be reimbursed for out-of-pocket expenditures authorized by the Board.

5.15 Fidelity Bonds

The Board may provide adequate fidelity bonds or other adequate insurance coverage that protects the Association against monetary or physical losses. The premiums on such bonds or insurance coverage shall be paid by the Association.

5.16 Conflicts of Interest

Each member of the Board shall exercise powers and duties in good faith with a view to the best interests of the Association. A transaction between the Association and any of its directors, or between the Association and any other entity in which any Association director is also a director or officer or is financially or otherwise personally interested in such other entity, shall be considered valid because such director is present at the meeting of the Board or any committee that authorizes or approves the transaction, or because their vote is counted for such purpose, as long as:

- The common directorate or interest is disclosed or known to a majority of the Board, and the Board authorizes, approves, or ratifies such transaction in good faith by a vote sufficient for the purpose; or

- The fact of the common directorate or interest is disclosed or known to at least a majority of the Owners, and the Owners approve or ratify the transaction in good faith by a vote sufficient for the purpose; or
- The transaction is reasonable and favorable to the Association at the time it is authorized, ratified, approved, or executed.

Pursuant to this provision, any common directorate or interested director may be counted in determining the presence of a quorum of any meeting of the Board or committee which authorizes, approves, or ratifies any transaction, and may vote to authorize any transaction with like force and effect as if such director were not a director or officer of such entity or not so interested.

See, for example, [NM Stat § 53-11-40.1 \(2016\)](#), as it may be amended or otherwise modified.

Article VI. Officers

6.01 Designation

The officers of the Association shall be a president, a vice president, a secretary, and a treasurer, all of whom shall be appointed by the Board from within the membership.

6.02 Election of Officers

The officers of the Association shall be appointed annually by the Board at the organizational meeting of each new Board. Officers will be chosen from within the membership of the Association and shall hold office at the pleasure of the Board.

Officer vacancies shall be filled by the Board. One person may hold concurrently the office of vice president and secretary or vice president and treasurer, but the President shall serve only in the office of president and the offices of secretary and treasurer shall not be held concurrently by one person.

All officers must be members of the Association, which may include an incorporated business, partnership, or other business entity, including being a trustee of a trust wherein the trust's assets include ownership of a Pueblos de Rodeo Road subdivision unit.

6.03 Removal of Officers

Upon an affirmative vote of a majority of the members of the Board, any officer may be removed for cause (as provided in Section 5.02(d)) and the successor elected at any meeting of the Board called at least in part for such purpose.

6.04 President

The president shall be elected from among the Board and shall be the chief executive officer of the Association. The president shall preside at all meetings of the Association and of the Board. The president shall have all of the general powers and duties which are usually vested in the office of president of a non-profit corporation, including but not limited to the power to appoint committees from among the members from time to time as is appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the members of the Association at any meetings.

6.05 Vice President

The vice president shall have all the powers and authority and perform all the functions and duties of the president in the absence of the president, or due to the president's inability for any reason to exercise such powers and functions or perform such duties.

6.06 Secretary

The secretary shall keep all the minutes of the meetings of the Board and of all meetings of the Association. The secretary shall have charge of such records, books and papers as the Board may direct and shall, in general, perform all the duties incident to the office of secretary. The secretary shall compile and keep up to date a complete list of members, their last known addresses, their Unit number, and other contact information such as telephone numbers and email addresses as shown on the records of the Association and as provided by members.

6.07 Treasurer

The treasurer shall have responsibility for Association funds and for keeping full and accurate accounts of all receipts and disbursements in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board, and shall pay all charges and obligations of the Association before the same shall become due. The fiscal year of the Association shall begin on January 1 and end on December 31 of each year, unless another fiscal year is adopted by resolution of the Board.

6.08 Managing Agent

Subject to Board approval, the officers may delegate day-to-day management duties and services to a managing agent.

Article VII. Amendments to Bylaws

7.01 Bylaws

Amendments of these Bylaws shall require the affirmative vote of fifty-one percent (51%) of all votes cast in person or by proxy at a meeting duly called for this purpose. Written notice of any such meeting shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of such meeting. At the first such meeting called, the presence of members or of proxies entitled to cast thirty percent (30%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. The subsequent meeting shall be within sixty (60) days the preceding meeting. The process of calling additional meetings and reducing the required quorum by one-half (1/2) may be repeated until a quorum is present or until the Board decides that it is not in the best interests of the Association to reduce the required quorum further.

The notice of said meeting shall include a copy of any proposed amendments to the governing documents of the Association, and provide the documents online via the current Association website.

Article VIII. Indemnification and Liability

8.01 Indemnification of Board and Association

Each member of the Board and the Association shall be indemnified by the Owners against all expenses, claims for damages and liabilities including attorneys' fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party, or in which

they may become involved by reason of their being or having been a member of the Board, or any settlement thereof, whether or not they are a member of the Board at the time such expenses, claims for damages, or liabilities are incurred, except in such cases wherein the member of the Board is adjudged guilty of nonfeasance in failure to act where action is required, either willfully or in neglect, misfeasance by willful inappropriate action or intentional incorrect action or advice or malfeasance by willful and intentional action that injures a party in the performance of their duties by the remaining Directors through legal counsel, or as provided by a court of law, provided that in the event of a settlement of the subject dispute(s) and damages, the indemnification shall apply when the Board approves a reasonable settlement as being for the best interests of the Association.

Article IX. Evidence of Ownership and Registration of Mailing Address

9.01 Proof of Ownership

Any person or entity, upon acquiring an ownership interest of a Unit of the Pueblos de Rodeo Road subdivision, shall furnish to the managing agent or secretary a certified copy of the recorded instrument vesting that person or entity with an ownership interest, which instrument shall remain in the files of the Association. Such person or entity shall not be deemed to be a member of the Association in good standing, nor be entitled to vote at any annual or special meeting of Association members, unless this requirement is first met, and all dues and assessments of record charged to the subject Unit are paid.

9.02 Registration by Owner of Physical and Electronic Contact Information

Each Owner shall register his physical and email addresses and telephone number with the Association secretary. All communications by the Association shall use either the physical or email address to communicate with said Owner, including routine notices, statements of dues and special assessments, and meetings.

All other notices or demands intended to be served upon an Owner by the Association shall be sent by either registered or certified mail, postage pre-paid, addressed in the name of the Owner at such registered mailing address. In the event an Owner fails to register their address with the Association, the Association shall send all notices, statements, demands, etc. to such Owner at the physical address of their Unit.

All notices, demands, or other notices intended to be served upon the Board or the Association shall be sent by certified mail, postage pre-paid, to Pueblos de Rodeo Road Owners Association, Inc., c/o the Association secretary, P.O. Box 28875, Santa Fe, New Mexico, 87592-8875. All notices, demands, statements, or other information shall be deemed furnished and delivered to an Owner, Mortgagee, or person other than the Association upon deposit in the U.S. mail, postage or charges pre-paid, addressed to the party in accordance with this subparagraph, and in any event, upon actual receipt by such party.

Article X. Monies and Gifts

10.01 Checks, Drafts, Payments

All checks, drafts, other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by the treasurer (or designee) and a second signatory from the Board, with the exception of an independent contractor performing duties of a bookkeeper who shall have authority to pay indebtedness of the Association by their signature.

10.02 Deposits

All funds of the Association shall be deposited at least monthly by the treasurer or other authorized person of the Association to the credit of the Association in such banks, financial institutions, or other depositories as the Board may select.

10.03 Gifts

The Board may accept on behalf of the Association any contributions, gifts, bequests, or devises for the general purposes or for any specific purpose, all for the benefit of the Association.

Article XI. Records of the Association

11.01 Records

Public records of the Association are available on the Association website.

Article XII. Waiver of Notice

Whenever any notice is required to be given under the provisions of the laws of the State of New Mexico or under the provisions of the Association Covenants, Articles of Incorporation, or by these Bylaws, a person entitled to such notice may waive the notice, which shall then be deemed equivalent to the giving of such notice.

Article XIII. Dues and Assessments

13.01 Liability of Owners

As more fully provided in the Association Covenants, each member is obligated to pay to the Association annual dues and any special assessments levied, which are secured by a continuing lien upon the Unit against which the dues or assessment is held. Any dues or assessments which are not paid when due shall be deemed to be delinquent. Any dues or assessments that are not paid within thirty (30) days after the due date shall incur a penalty of twenty-five percent (25%) monthly of the amount owed until paid in full. The Association may bring action at law against the Owner personally obligated to pay the same and foreclose the lien against the pertinent Unit. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the original amount due. No Owner may waive or otherwise escape liability for dues or assessments provided for herein by non-use of the Common Area or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses hereto shall be maintainable without foreclosing or waiving the lien securing the same. All of the above shall be done in total compliance with the requirements set forth in the Association Covenants. In addition, see Section 5.02(b) regarding suspension of a member's voting rights for non-payment of dues or assessments.

Article XIV. Corporate Seal

The Association shall have no corporate seal. The absence of a seal from any documents to be executed in behalf of said Association shall not affect the validity of such documents.

Article XV. Character of Association

15.01 Non-profit Association

This Association is not organized for profit. No Association member, Board member, officer, or person from whom the Association may receive any property or funds, shall receive any financial gain from the operation thereof, and in no event shall any part of the funds or assets of

the Association be paid as salary or compensation to, distributed to, or inure to the benefit of, any member, member of the Board or officer. Provided, however, always (1) that reasonable compensation may be paid to any member, manager, director, or officer while acting as an agent or employee of the Association for service rendered in effecting one or more of the purposes of the Association, and (2) that any member, manager, director, or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

IN WITNESS WHEREOF, the undersigned officers of the Association have set their hands and seals this _____ day of _____, 2022.

Printed Name/Title

Signature

Printed Name/Title

Signature