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# COMMUNITY CONSTITUTION

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Community of [NAME], Mexico



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## **SECTION ONE**

### **GENERAL PROVISIONS**

**ARTICLE 1.-** This Constitution governs the internal life of the community of xxx, Mexico, and is binding for all the legally-recognized community members, land owners and residents.

**ARTICLE 2.-** The Constitution may be revised, modified or updated by agreement of the General Assembly of Community Members. When the provisions are modified, the respective agreement will be registered in the National Agrarian Register.

**ARTICLE 3.-** The community has a legal identity and its own assets, and is the owner of the legally-acquired land and the natural resources it contains.

**ARTICLE 4.-** For agricultural, industrial and socioeconomic development, the community relies on the natural resources included in the following types of land: individual parcels, Common Use Areas (forest), and urban areas.

**ARTICLE 5.-** For the implementation of this Constitution, the assembly authorizes the Management Board to carry out the necessary procedures with offices of federal, state and municipal government in order to receive technical support, loans and other support as required by the group. Furthermore, the assembly authorizes the Management Board to carry out procedures with the Tax Administration Service and banking institutions, giving full power for acts of administration, litigation and collection.

**ARTICLE 6.-** The community or community members may perform any judicial act that is not prohibited by law for the best use of the community land, as well as commercialization and transformation of products, provision of services and any other purposes that permit the best development of the community, such as:

- I. Creating or becoming a member of associative bodies.
- II. Formulating contracts for third parties to use the community's lands.
- III. Granting usufruct of the land as a guarantee for loans
- IV. Allowing community land to be used by NGOs or companies

**ARTICLE 7.-** The community and its members may create funds to meet credit obligations they have undertaken, which will be created and organized according to federal, state and municipal guidelines.

**ARTICLE 8.-** These are the objectives of the community:

- I. To regulate the use, conservation and development of their natural resources.
- II. To encourage and guide community members to use their resources in a rational and optimal way, using better methods and technologies.

- III. To promote the sale and processing of their products and resources, with the objective of increasing their profits.
- IV. To establish and run specialized economic units.
- V. To guide the development of tourism for the benefit of the community.
- VI. To increase the sources of work in order to elevate the socioeconomic and cultural level of the community members.
- VII. To defend, preserve and encourage biodiversity, soil quality, and conservation of bodies of water in order to maintain the balance of the ecosystems in the community.
- VIII. To avoid and combat ecological destruction, particularly forest fires, water contamination and soil erosion.
- IX. The performance of social and community development work for the benefit of the community members and residents.
- X. The conservation and development of the Mazahua culture and language.
- XI. To maintain the paths in the village, in the Common Use Area, and in community members' individual parcels of land.
- XII. To create societies producing and transforming the community's raw materials, for the benefit of the community members, with the community assembly designating a board of directors for each society, to be elected every three years and re-elected if so determined by the assembly.

## **SECTION TWO**

### **THE COMMUNITY MEMBERS AND RESIDENTS**

#### **CHAPTER ONE**

##### **THE COMMUNITY MEMBERS**

**ARTICLE 9.-** To be able to acquire the status of community member, it is necessary:

- I. To be Mexican and of legal age, or of any age if responsible for family members or an heir of a community member; and
- II. To be a resident of the community, except in the case of heirs, or to comply with the requirements established by the community in this Constitution; and
- III. To have been designated an heir of a community member, or to have been transferred rights through any of the categories established by the Land Law, or to have been recognized by the Community Assembly as such.

**ARTICLE 10.-** The community members have the authority to designate the person that will inherit their rights both i) as a community member and ii) to their individual parcel of land within the community's lands. To do this, the community member must draw up an inheritance list including the names of the people and the order of preference between them. This list will be used to determine who receives the right once the community

member dies. They may include on this list their spouse or romantic partner, one of their children, one of their descendants or any other person.

The inheritance list must be deposited in the National Agrarian Register or formalized through a notary public. It may be modified by the community member himself following the rules laid out above, in which case the later date will be valid.

**ARTICLE 11.-** When the community member has not designated their heirs, or when none of those indicated in the list of heirs can inherit due to material or legal impossibility, the agrarian rights will be transmitted in accordance with the following order of preference:

- I. To the spouse;
- II. To the romantic partner;
- III. To one of the children of the member;
- IV. To one of the descendants;
- V. To any other person that depends economically on them.

In the cases referred to in sections III, IV and V, if upon the death of the member there are two or more people with the right to inherit, the heirs will have a period of three months from the death of the member to decide which of them will get the community right. If they do not reach an agreement, the Agrarian Tribunal will provide the sale of said community rights at a public auction and will distribute the profits, in equal parts, among those with the right to inherit. In case of equal bids at the auction, any of the heirs will have preference.

**ARTICLE 12.-** For the effects of this Statute, the community members are the men and women with community rights arising from any of the following documents:

- I. The parcel certificate or certificate of rights to Common Use Area, or
- II. The sentence or resolution from the Agrarian Tribunal,
- III. Certificate of Rights issued by the National Agrarian Register.

## CHAPTER TWO

### RIGHTS AND OBLIGATIONS OF THE COMMUNITY MEMBERS

**ARTICLE 13.-** The community members have the right to use and enjoy the community lands, the rights granted to them by this Constitution and others that legally correspond to them.

**ARTICLE 14.-** The community members have the following rights:

- I. To peacefully enjoy the use of the community land as according to the Land Law, its regulations, this Statute and the agreements of the assembly.
- II. To actively participate in the community assemblies.
- III. To make use of the community services.

- IV. To receive the corresponding shares of profits generated by the use of the renewable and non-renewable resources.
- V. Equal participation in assets acquired through the community's investment plans.
- VI. To request, from the community authorities, the use of natural resources on the community's land: wood, stone, gravel, sand, decorative plants, medicinal plants, firewood, etc. for domestic purposes.
- VII. Management of scholarships for their children.
- VIII. Management of official guidance and training for agricultural, horticultural, fruit-growing activities and others as determined by the community.
- IX. To receive the corresponding compensation for expropriation of the community's land and other assets, in conformance with law.
- X. To designate the person that will inherit their community rights, for which the inheritance list must be deposited in the National Agrarian Register or formalized through a notary public.
- XI. In those cases where the community member is the owner of rights to various individual parcels and of a percentage of the Common Use Area, they may designate one single heir to inherit all of the community rights.
- XII. The community member may at any time revoke the list of heirs on the inheritance list by writing another, complying with the requirements established in article 17 of the Land Law.

**ARTICLE 15.-** The obligations of the community member include:

- I. To honestly and efficiently perform the representative roles assigned to them by the community assembly.
- II. To attend and participate in the legally arranged assemblies, without carrying weapons or being under the effects of drugs, stimulants or alcoholic drink.
- III. To participate in the use of the Common Use Area and other natural resources in the community, in the manner and terms established and approved by the assembly.
- IV. To personally attend all assemblies or, where applicable, send a representative (proxy), who will only have the right to speak (not vote) at the assemblies.
- V. To participate in the tasks of forest conservation, development, protection and restoration, as well as in tasks relating to the commercial plantations or other forest activities undertaken in the community, in conformance with the authorized Forest Management Program.
- VI. To participate in the common tasks agreed upon at the assembly (social benefit work, fighting forest fires, reforestation, or others deemed necessary by the community). Community members can be released from these obligations if they can justify their incapacity, which must be approved by the assembly, and may be covered by one of the following causes: being underage except where the person is responsible for other family members, having a chronic illness, the existence of an enforceable sentence that includes a prison term, or being diminished or disturbed in one's faculties, among others. In these cases, if the community member does not personally undertake these

tasks, they must make the corresponding economic contribution in order to pay for a person to participate in their place, unless the assembly has also released them from this obligation.

- VII. To abstain from dumping waste in the areas prohibited by law and by the municipal authorities or the community itself.
- VIII. To report, to the corresponding government authority and to the community's Management Board and Surveillance Committee, anybody who carries out illegal sales of community land or exploits the renewable and non-renewable resources of the community without their authorization.
- IX. Furthermore, the community members are obliged to report to the community all types of acts that violate the Land Law and other applicable orders that damage the community, such as: sale of community land, abuse of the Management Board or Surveillance Committee, embezzlement of economic resources and other serious misconduct.
- X. To inform the assembly of their absences for the purposes established by this Statute.
- XI. To perform the commissions conferred by the General Assembly of Community Members and carry out the tasks established by the same within the maximum time permitted.
- XII. To watch out for, supervise and report to the authorities any damage or loss caused to our community goods by external people.
- XIII. In the case that permission is granted to make use of a tree for domestic use, the place of work and extraction must be left clean.

**ARTICLE 16.-** The community members are obliged to make any economic contributions requested from them, provided that the purpose is accredited and approved by the assembly, which must receive a report from the Management Board.

**ARTICLE 17.-** The community members will participate with voice and vote in the assembly, provided that they are not impeded from doing so by any of the causes established in this Statute.

**ARTICLE 18.-** The community member have the right to attend the assembly personally or through a proxy with a duly completed and signed letter of attorney.

**ARTICLE 19.-** The proxy or representative designated by the community member must attend the assembly with the letter of attorney duly signed before two witnesses that are either community members or tenants. If the community member cannot sign, it is sufficient to print the fingerprint of their right thumb on said document, requesting a third party to sign and print the names of both. When there are groups or sub-communities, their representatives may attend as proxies of the members of the sub-communities at the simple assemblies that are not making decisions on formal matters (see below), upon presentation of the document stating they are proxies. In such a situation, the proxies can both speak and vote.

**ARTICLE 20.-** When the assemblies consider issues related to article 23 sections VII to XIV of the Land Law, the community members may not send proxies. This same provision will govern in the case of sub-communities.

**ARTICLE 21.-** The following may not participate in the assembly of community members:

- I. Those that, subject to this Statute, are sanctioned with temporary suspension of their assembly rights.
- II. The representatives (proxies) of community members that have not accredited themselves in conformance with law and this Statute.
- III. Those carrying weapons or who are under the effects of alcoholic drink, drugs or stimulants will not be permitted entry to the assembly.
- IV. People external to the community, whose presence is not duly justified in accordance with the issues to be considered.
- V. Others in conformance with the provisions of the assembly, in consideration of customs and traditions.

**ARTICLE 22.-** The community members may vote and be voted for in order to occupy the roles of the Management Board and Surveillance Committee of the community, provided that there are no causes for incapacity against them, such as an enforceable judicial sentence containing a prison term or having committed acts considered by the assembly to be serious for the community or its members.

**ARTICLE 22 BIS.** - All community members whose individual parcels are affected by production projects for the benefit of the community will receive prior notification in order to reach an agreement.

**ARTICLE 23.-** All community members that, due to work, illness or any other reason must be temporarily absent from the community, may request the assembly to release them from the payment of penalties imposed for missing assemblies where a representative is not permitted. The permission in question will not exceed six months, with the possibility of an extension for an equal period of time or an indefinite period, as determined by the assembly.

**ARTICLE 24.-** All community members that, due to their physical conditions, cannot personally attend the assemblies and carry out the collective or individual work in compliance with the obligations established by the community in conformance with article 30 of the Land Law, may name a proxy or representative to attend the assemblies in their name and representation or, where applicable, to carry out the obligatory tasks agreed upon, provided that these are issues permitted by the Land Law and this Statute.

**ARTICLE 25.-** The community members that hold permission to be temporarily absent from the community will lose this right and the exemption from payment of quotas due to absence at assemblies, if they do not present themselves to the assembly upon expiration of the permission.

**ARTICLE 26.-** In order to extend the permission, the assembly of community members must be satisfied that the representative of the community member has complied with all obligations held by the community member during the period of the permission.

**ARTICLE 27.-** The community members that undertake any role within a farming organization or from a popular election, will hold indefinite permission until they have been relieved of their role.

**ARTICLE 28.-** Furthermore, any community members that, due to illness or force majeure, cannot attend the assembly in question will be exempt from paying the penalty, and must justify the reason for this absence to the satisfaction of the assembly. In the case of illness, the corresponding medical report must be provided.

**ARTICLE 29.-** All community members have the right to participate in the traditions of the community (stewardship and others).

### **CHAPTER THREE** **THE ACCEPTANCE OF COMMUNITY MEMBERS**

**ARTICLE 30.-** The assembly, as well as recognizing the community members that comply with articles 9, 10, 11 and 12 of this Statute, also has the capacity to accept new community members and give them the associated rights, when:

- I. It is a case of rights to individual parcels or within a part of the Common Use Area that is vacant.
- II. It is a case of rights within the Common Use Area that are recognized in exchange for some compensation to the community.
- III. It is a case of recognition of rights to privately-owned land that the owner wants to convert to the community regime.
- IV. It is a case of individuals from [NAME OF COMMUNITY]
- V. Payments and quotas that had not been covered are paid in full, with the assembly determining for each case the amount to be covered.
- VI. It is a case of local neighbours that are using community land in a calm, peaceful manner and in good faith.

**ARTICLE 31.-** The document in which the acceptance of community members is agreed will be registered in the minutes book of the community and with the National Agrarian Register, so that the corresponding certificate can be issued.

**ARTICLE 32.-** For the purposes of preserving the assets and social integration of the community, under the terms of justice and equality, it is established that:

- I. If somebody is offered and rejects the community rights, these rights will be automatically granted in favour of the community.

## CHAPTER FOUR

### THE LOSS OF COMMUNITY RIGHTS

**ARTICLE 33.-** The condition of community member will be lost in the following cases:

- I. Express rejection of the community rights by the titleholder.
- II. Legal transfer of the community rights in favour of family members or residents.
- III. Expropriation of the land involving the entirety of the community rights.
- IV. Formal sentence by the Agrarian Tribunal.

## CHAPTER FIVE

### THE SEPARATION OF COMMUNITY MEMBERS

**ARTICLE 34.-** Reasons for separating community members from the rest of the community, to be resolved by the assembly in accordance with article 23 section II of the Land Law, as well as those contained in the previous article, include the following:

- I. The express wish of the community member.
- II. The death of the community member.
- III. When a community member that requested permission from the assembly to be absent from the community does not present himself to the assembly within at most one year from the expiration of the permission. In this case, the rights will be transferred in favour of the community and may be assigned to any of its non-community members.
- IV. When a community member does not attend three consecutive general assemblies, they will be separated for six months and in the case of recurrence, the Assembly will consider their separation to be final.
- V. By resolution from a competent authority due to any of the following situations:
  - a) Using land to plant narcotics that are damaging to health.
  - b) Causing conflict in community issues recognized by the assembly.
  - c) Acting against the assets of the community.
  - d) Embezzlement of economic funds of the community while holding a community role.

The assembly agreement effectuating the separation must be registered in the minutes book of the community and in the National Agrarian Register, in order to have legal effect.

**ARTICLE 35.-** Upon resolution by the assembly for separation of community members, measures must be taken to determine the benefits and utilities the community members had rights to up to the time of separation, as well as the obligations to be fulfilled, so as not to impede the activities of the community or affect their assets and resources.

## **CHAPTER SIX**

### **THE RESIDENTS**

**ARTICLE 36.**- The residents are Mexicans of legal age that have resided on the community land for over one year and have been recognized as such by the assembly or competent Agrarian Tribunal.

**ARTICLE 37.**- In San Antonio de la Laguna, there will be no recognition of residents until the Assembly considers it appropriate.

## **SECTION THREE**

### **THE COMMUNITY BODIES**

**ARTICLE 38.**- The following are community bodies:

- I. The Assembly.
- II. The Management Board.
- III. The Surveillance Committee.

## **CHAPTER ONE**

### **THE ASSEMBLY**

**ARTICLE 39.**- The highest decision-making body of the community is the assembly. It is constituted when at least half plus one of the legally recognized community members are present. This number includes, where applicable, with the representatives of community members that are not present in the community, provided that they comply with the requirements established in articles 19 and 20 of this Statute.

**ARTICLE 40.**- In the case of assemblies that meet to consider the issues indicated in sections III, VII to XIV of article 23 of the Land Law, the community member may not designate a proxy.

**ARTICLE 41.**- In conformance with the establishments of article 23 of the Land Law, the community may hold two types of assembly:

- a) Simple assemblies that do not require special formalities for validity, as they are considering the issues referred to in sections I to VI and XV of article 23 of the Land Law and article 42 of this Statute.
- b) Strict assemblies that must comply with certain formal requirements for validity, as they consider issues referred to in sections VII and XIV of article 23 of the Land Law, which are transcribed in the following article of this Statute.

**ARTICLE 42.-** In conformance with the provisions in article 23 of the Land Law, its regulations and by decision of the assembly itself, the following issues are the exclusive responsibility of the second type of assembly:

- I. Formulation, approval and modification of this Constitution
- II. Acceptance and separation of community members, and their contributions
- III. Presentation and approval of the reports by the Management Board and Surveillance Committee, or by the representatives of groups or sub-communities, as well as the election, investigation, removal and reorganization of these bodies' members.
- IV. Approval of the accounting or balances relating to the use of the community's economic resources, and granting of attorney and offices.
- V. Approval of contracts and agreements regarding third parties' use of the Common Use Area.
- VI. Determination of the equal distribution of the profits generated by the community's collective activities.
- VII. Indication and delimitation of the areas necessary for human accommodation and parcels with specific uses and, where applicable, location and relocation of the urban area.
- VIII. Recognition of the economic area.
- IX. Authorization for community members to contribute Common Use Area to a company, in conformance with the provisions of articles 75 and 100 of the Land Law.
- X. Delimitation, use and assignment of Common Use Area, as well as development of a use plan for it.
- XI. Conversion of the community to an ejido.
- XII. Implementation, modification and cancellation of the collective land use plan.
- XIII. Authorization of changes in use for types of land existing within the community.
- XIV. Recognition and creation, where applicable, of the groups or sub-communities necessary for sustained economic development of the social harmony of the community, and the establishment of the rules for their operation.
- XV. Approval of the community's work program, and presentation of its progress and final results.
- XVI. Presentation and resolution of different economic and social problems that affect the community.
- XVII. Decision to contract external technical and professional services that permit the community to make greater profits.
- XVIII. Approval of the purchase of industrial machinery and equipment for better use of the land and other natural resources owned by the community.
- XIX. Appointment of the Commissions and Auxiliary Secretaries deemed appropriate.
- XX. Knowledge of the registers filed by the Management Board in the community's books.

**ARTICLE 43.-** The assembly will meet once every two months (January, March, May, July, September and November), on the last Saturday of the month at 12:00, and as many times as required in accordance with the needs of the community.

**ARTICLE 44.-** The assembly must be held in the usual place, which is located within this community of San Antonio de la Laguna and may only be held in a different place due to force majeure, which must be specified in the corresponding invitation.

**ARTICLE 45.-** The invitation to consider any of the issues indicated in sections I to VI and XV of article 23 of the Land Law must be sent with notice of no fewer than eight days and no more than fifteen from the date the assembly will be held. However, if it is an issue referred to in sections VII to XIV of the Land Law, the invitation must be issued with at least one month's notice prior to the programmed date for the assembly.

**ARTICLE 46.-** The assembly may be organized by the Management Board or the Surveillance Committee, whether on their own initiative or when requested by at least twenty community members or twenty per cent of the total number of community members in accordance with article 24 of the Land Law.

**ARTICLE 47.-** If the Management Board or the Surveillance Committee does not organize the assembly within a period of five working days from the request received from the mentioned number of community members, the Agrarian Ombudsman may be requested to organize the assembly. The Agrarian Ombudsman may organize the assembly upon request from at least twenty-five per cent of the total number of community members in the nucleus, in order to consider the removal of the members of the Management Board and the Surveillance Committee.

**ARTICLE 48.-** The invitation document must contain at least the following data:

- I. The place, date and time of the assembly.
- II. The meeting agenda, clearly specifying the issues to be considered.
- III. The signature or fingerprint of the organising person stamped with their seal, if they have one.
- IV. The place and date of issue.

**ARTICLE 49.-** It will be the responsibility of the convener to place notice of the convocation in the most visible places in the community.

**ARTICLE 50.-** The assembly will be chaired by the members of the Management Board and the Surveillance Committee, and may include participation from the authorities of the three levels of government, social organizations and other public or private institutions that are invited in consideration of the issues that appear on the meeting agenda.

**ARTICLE 51.-** The assembly, through a majority vote, will choose the people to form part of the Debate Panel to ensure the good conduct of the event, and may include a Chairperson, secretary and two returning officers.

**ARTICLE 52.-** Once validly installed, the assembly will formally open once agreed upon by the majority of the members present. The Chairperson of the Debate Panel will propose the necessary break periods to the assembly so that an agreement can be reached.

**ARTICLE 53.-** For valid installation of the first assembly, at least half plus one of the community members must be present, except when considering the issues indicated in sections VII to XIV of article 23 of the Land Law, in which case at least three quarters of the total number of legally recognized community members must be present.

When having its second or later meeting, the assembly will be valid with any number of attending community members, except in cases where the assembly is considering issues indicated in sections VII to XIV of article 23 of the Land Law, when the assembly will only be considered to be validly installed when at least half plus one of the community members are present.

**ARTICLE 54.-** If the date chosen for the assembly does not allow the attendance majority required for validity, the organizing person will create a report or document of an inquorate meeting, which will serve as a base to immediately issue the second invitation so that the assembly can be held in a period of no less than eight days and nor more than thirty days from the date of issue of the second invitation.

**ARTICLE 55.-** When the assembly is not held due to reasons other than the lack of quorum for installation, the new assembly, if organized, must meet the formalities required for the case of a first invitation.

**ARTICLE 56.-** The resolutions of the assembly will be validly decided through majority votes by the community members present and will be obligatory for those present, absent and dissident. In the case of a tie, the Chairperson of the Management Board will have the casting vote.

**ARTICLE 57.-** When considering any of the issues indicated in sections VII to XIV of the Land Law, the approving vote of two thirds of the attendees at the assembly will be required, as well as the presence of a notary public and a representative of the Agrarian Ombudsman.

**ARTICLE 58.-** The corresponding minutes for the entire assembly will be written and signed by the members of the Management Board, the Surveillance Committee and the representatives of groups or sub-communities attending, as well as by the attending community members. In the case that any community member or representative cannot sign, they will print their fingerprint underneath where their name is written.

When the assembly considers the issues set out in sections VII to XIV of article 23 of the Land Law, the minutes must be supervised by the notary public and signed by the representative of the Agrarian Ombudsman attending the assembly and registered with the National Agrarian Register.

## CHAPTER TWO

### THE MANAGEMENT BOARD

**ARTICLE 59.-** The Management Board is the body responsible for executing the assembly's agreements, for representing the community, and for conducting its administrative management.

**ARTICLE 60.-** The Management Board will be constituted by a Chairperson, a Secretary and a Treasurer. They will jointly execute their functions, except in the cases where, due to this Statute or by agreement of the assembly, any of them are assigned specific responsibilities. Furthermore, they may avail themselves of the committees and Auxiliary Secretaries that the assembly deems necessary.

**ARTICLE 61.-** The capacities and obligations of the Management Board include:

- I. Representation of the community to the outside world and administration of its assets in an honest and transparent manner, according to the terms established by the assembly. The Management Board acts as a representative of the community for acts of administration, litigation and collections.
- II. Ensuring strict respect for the rights of the community members.
- III. Organizing the assembly as set out in the law, as well as complying with the community's agreements.
- IV. Reporting back to the assembly on their work and the use of the community's funds, as well as the work done on the Common Use Area and the conditions by which it was carried out.
- V. Ensuring thorough compliance with the provisions of the assembly,
- VI. Any other tasks indicated by law and the Constitution

**ARTICLE 62.-** As well as the capacities granted by the Land Law, its Regulations and this Statute, the Management Board will have the attributions and obligations assigned to it by the assembly.

**ARTICLE 63.-** If any of the members of the Management Board do not comply with the provisions of the Assembly, or make poor use of the community resources, the Assembly will have the capacity to remove them according to the terms established in chapter five of this Statute. Also, in the case of embezzlement of communal funds or defrauding of the community, the Assembly will have the capacity to separate them from their community member rights. Furthermore, if a member of the Management Board commits an administrative offense, the community members will send notice of this to the corresponding government authorities and if a possible crime exists, a corresponding complaint or lawsuit will be formulated so that the applicable criminal proceedings can take place.

## **CHAPTER THREE**

### **THE SURVEILLANCE COMMITTEE**

**ARTICLE 64.-** The Surveillance Committee is the body responsible for supervising the acts of the Management Board, and is constituted by a Chairperson and two Secretaries.

**ARTICLE 65.-** The Surveillance Committee shall have, in addition to the duties set out by Land Law and its regulations, the following responsibilities:

- I. To ensure that the acts of the Management Board comply with the Land Law, its regulations and the agreements of this community assembly.
- II. To revise the accounts and transactions carried out by the Management Board and report on this to the Assembly, including any irregularities—and if necessary, to report any irregularities to the local and federal authorities.
- III. To organize the assembly when not organized by the Management Board.
- IV. To support the Management Board in its activities when requested to do so.
- V. Any other responsibilities determined by the Assembly.

## **CHAPTER FOUR**

### **THE ELECTION OF THE MANAGEMENT BOARD AND SURVEILLANCE COMMITTEE**

**ARTICLE 66.-** The members of the Management Board and the Surveillance Committee, as well as any special committees and auxiliary secretaries that are required, will be elected in the community assembly by a majority vote. The vote will be secret and the count will be immediate and public.

**ARTICLE 67.-** To be a member of the Management Board or of the Surveillance Committee, as well as to be a member of any Auxiliary Secretary or Committee, it is necessary:

- I. To be a community member.
- II. To have worked in the community during the last six months prior to designation.
- III. To have full enjoyment of the community rights and not have been sentenced for any intentional crime that warrants a prison term.
- IV. To work in the community as long as the role lasts.

**ARTICLE 68.-** The Management Board and the Surveillance Committee will carry out their role legally for a period of **three years**.

**ARTICLE 69.-** The members of the Management Board and the Surveillance Committee may not be elected for any role within the community until a period of time has passed that is equal to the time that they held the role.

**ARTICLE 70.-** The members of the auxiliary secretaries and committees will remain in their roles for the time determined by the Assembly.

**ARTICLE 71.-** If at the end of the period for which the Management Board has been elected, new elections have not been held, the Management Board will automatically be replaced by the deputies. The Surveillance Committee must organize elections within sixty days, counted from the date on which the functions of the owner members legally conclude.

**ARTICLE 72.-** The Management Board, the Surveillance Committee and the managers of any other committees must prove they were elected via a copy of the minutes of the assembly in which they were elected. The assembly will designate one proxy to go to the National Agrarian Register to register the election agreement and provide a certified copy of the assembly minutes.

**ARTICLE 73.-** The acting members of the Management Board will not be able to acquire rights to the community land except through inheritance.

## **CHAPTER FIVE**

### **REMOVAL OF THE MEMBERS OF THE MANAGEMENT BOARD AND SURVEILLANCE COMMITTEE**

**ARTICLE 74.-** The removal of members of the Management Board and the Surveillance Committee may be agreed by a secret vote at any time by an assembly organized for this purpose, or organized by the Agrarian Ombudsman upon request from at least 25% of the community members.

**ARTICLE 75.-** The members of the Management Board and the Surveillance Committee shall be removed by the assembly, at any time, for any of the following reasons:

- I. Not fulfilling their functions as set out by the Land Law, its regulations and this Constitution.
- II. Violating the Land Law, its regulations and this Constitution.
- III. Embezzling funds from the Communal Goods or from individual community members, as well as those contributed for specific programs by government institutions, the private sector or from NGOs
- IV. Making sales or use contracts for land and other natural resources belonging to the community, in violation of the law or without consent from the assembly.
- V. Being sentenced to a prison term.
- VI. Unjustified abandonment of their functions.

The assembly's decision to totally or partially change of the members in the Management Board or Surveillance Committee must be registered in the National Agrarian Register in order to have legal effect.

**ARTICLE 76.-** The assembly must, preferably in the same act determining the removal, select the community members to substitute those removed, who will perform these functions only for the time remaining to fulfil the replaced person's term.

**ARTICLE 77.-** If the conduct that motivated the removal from the Management Board or Surveillance Committee is illegal under national or state law, notice of this will be sent to the corresponding authorities, and in the case of possible crime, the applicable criminal proceedings will take place.

#### **SECTION FOUR SINGLE CHAPTER THE COMMUNITY LANDS**

**ARTICLE 78.-** The community lands are subject to the provisions of the Land Law.

**ARTICLE 79.-** The community assembly will determine the use of the community lands, their division into portions for different purposes, and how to organize the use of the assets. It will also determine the use of the natural resources existing on the lands, including forests, water, biodiversity, minerals, and others.

**ARTICLE 80.-** The community, by assembly agreement, may constitute commercial entities, contract with third parties, and temporarily transfer the use and enjoyment of its goods to third parties. The assembly, following the requirements for attendance and voting set out by article 23 of this constitution, may decide to transfer use of the Common Use Area to third party companies in the case of demonstrated benefit to the community, according to the terms set out by in article 75 of the Land Law.

**ARTICLE 81.-** The assembly may designate, where applicable, areas of land to be used for streets, tourism development, or other functions, subject to the relevant laws and the community's customs and traditions.

**ARTICLE 82.-** The community members have the right to use and enjoy their individual parcels and have the capacity to transfer their rights to these parcels to their family members and other residents. If a community member transfers the right itself, the recipient will acquire the role of community member. However, if a community member only assigns the use or usufruct of their parcel (or a portion of it), the recipient does not acquire the role of community member, and their right to use and usufruct of that land must be recognized by the assembly.

When there is no litigation or dispute, the assignment of de facto existing parcels in the community is presumed to be legitimate.

#### **COMMON USE AREA**

**ARTICLE 83.-** The Common Use Area, the surface and location of which is shown on the general map or map relative to the area of common use, constitutes the economic livelihood for life in the community, which consists of the land that has not been specifically reserved by the assemblies for Human Accommodation for the nucleus of the population, and is not divided into individual parcels of land.

**ARTICLE 84.-** The Common Use Area, according to the establishments of the Land Law, is inalienable (cannot be sold), except when there is demonstrated utility for the community, in which case it can be given to a commercial entity. Furthermore, the community may contract with third parties, or temporarily transfer the use and enjoyment of the Common Use Area for better use, in accordance with the provisions of articles 75 and 10 of the Land Law.

**ARTICLE 85.-** The Common Use Area may be subject to any contract for association or use entered into by the community. The contracts, that imply use of this land by third parties, will have a duration of no longer than thirty years, with the possibility of renewal.

**ARTICLE 86.-** By resolution of the assembly, the community may grant the usufruct of the Common Use Area as a guarantee for loans from third parties.

In case of non-compliance with the loan conditions, the creditor, by resolution of the Agrarian Tribunal, may enjoy the usufruct of the Common Use Area for the period set out in the loan agreement. On expiry, this will return to the usufruct of the community.

This guarantee must be constituted before a notary public and registered in the National Agrarian Register.

**ARTICLE 87.-** The community itself and the community members are responsible for the use, exploitation and conservation of the natural resources, both renewable and non-renewable, tourism, aquaculture, etc., which are found in the Common Use Area. In doing this, they must observe the laws, regulations and agreements issued by government authorities, as well as the traditions and assembly agreements of the community itself.

**ARTICLE 88.-** There is no assignment of individual parcels in the Common Use Area. The rights to the Common Use Area are presumed to be granted in equal parts unless the assembly determines the assignment of different percentages, in accordance with articles 56 and 102 of the Land Law.

**ARTICLE 89.-** In order for the transfer of individual rights to Common Use Area to be considered valid, the following requirements must be followed:

- A. Must be granted with two witnesses, who must be community members.
- B. Must have the consent of the spouse and children where applicable.
- C. Must not involve fraud with creditors.

- D. Must be transferred to family members, community members or residents.
- E. Must notify the National Agrarian Register.

**ARTICLE 90.-** The recipient of rights from a community member will acquire the role of community member in accordance with article 101 of the Land Law.

**ARTICLE 100.-** The Common Use Area in XXX community belongs to an indigenous group and therefore must be protected by the authorities, in terms of the law that regulates article 4o. of the Land Law and the second paragraph of section VII of constitutional article 27.

**SECTION FIVE**  
**THE USE AND EXPLOITATION OF THE COMMUNITY WATERS**  
**SINGLE CHAPTER**

**ARTICLE 101.-** The community itself and the community members are responsible for the exploitation of the waters located within the land, in accordance with the requirements of the National Water Law.

**ARTICLE 102.-** The water that is within the community land and has not been individually assigned will be of common use and its exploitation, conservation and improvement will take place in conformance with the decision of half plus one of the assembly, or otherwise in accordance with the traditions of the community, provided that this does not violate the provisions of the Land Law or regulations.

**ARTICLE 103.-** The distribution, aqueduct easement, maintenance, contributions, tariffs, transmission of rights and other aspects relative to the use of volumes of water by the community and its members will be subject to the provisions of the laws, regulations and other provisions, as well as to the agreements of the community assembly.

**ARTICLE 104.-** Each community member is obliged to pay the tariffs required for the use of water originating from an Irrigation District or other controlled system, in accordance with the applicable tariffs for each case.

**ARTICLE 105.-** The concession of water is permitted if 75% of the community members determine in the assembly to establish tariffs and agreements.

**SECTION SIX**  
**COMMON FUNDS**  
**SINGLE CHAPTER**

**ARTICLE 106.-** The common funds are understood to be the economic resources obtained by the community, emanating not from the activity or assets of individual community members, but rather from communal activities. These resources constitute a capitalization fund which

can carry out new investments, create commercial entities or implement projects for the collective benefit. Such decisions must be determined by an assembly agreement.

This community fund is created with the resources obtained from the following activities:

- A. The exploitation and commercialization of the mountains, forests, carried out by third parties with authorization from the assembly.
- B. Revenues gained from commercial entities established by the community.
- C. Revenues generated by contracts the community has signed
- D. Revenues the community has gained from government expropriation of the Common Use Area
- E. Revenues gained from lease of cellars, offices, halls and others.
- F. The reserves established by the assembly for community improvement work.
- G. Revenues generated from economic sanctions imposed by the assembly on community members for violating this Constitution

**ARTICLE 107.-** The community fund will preferably be designated for the following purposes:

- I. Conservation work, or projects to use water for irrigation, watering holes, domestic use and other urban services.
- II. Construction of infrastructure projects allowing the extraction, production and transformation of natural resources
- III. Purchase of machinery, farming implements, farm animals, seeds and fertilizers.
- IV. Hiring of services for technical assistance and public safety.
- V. Services for social care or community development.
- VI. Hiring of advisors.
- VII. Payment of contributions.
- VIII. Office expenses for the Management Board and Surveillance Committee
- IX. Purchase of necessary office furniture and equipment.
- X. New production investments.
- XI. Creation or consolidation of commercial entities.
- XII. Acquisition of equipment to fight forest fires.
- XIII. Loans for community members, provided that this is approved by the assembly.
- XIV. Others uses as defined by the assembly.

**ARTICLE 108.-** The common funds, for the purpose of administration, may be deposited in the National Communal Land Trust Fund (FIFONAFE) or in any other banking institution. In the case of expropriations, the compensation will preferably be deposited in this Trust Fund.

**ARTICLE 109.-** To ensure good administration of the communal assets and funds, the assembly may agree to undertake audits. The assembly itself may approve the contracting of professional auditing services to carry this out.

**ARTICLE 110.-** The common funds will be administered by the Management Board in an honest and transparent manner, which will periodically and on request report to the assembly.

## **SECTION SEVEN PENALTIES SINGLE CHAPTER**

**ARTICLE 99.-** The assembly may impose penalties on the community members for the following causes:

- I. For not carrying out communal work obligations or projects agreed upon by the assembly. The penalty will be \$ 100.00 pesos.
- II. For not carrying out the tasks accepted in the assembly, affecting the productive activities of the community or groups of community members, they will not have the right to shares of the community revenues for a period of six months.
- III. For non-attendance at the assemblies, the penalty will be \$ 50.00 pesos.
- IV. For felling or burning trees without the adequate permission, the penalty will be \$ 500.00 pesos.
- V. For non-compliance with the payment of loans taken from the community, the community member will be suspended from the credit support received until the outstanding loan and interest are paid.
- VI. The community members may be sanctioned by being banned from participating & voting in the assemblies for a period of up to six months, except in the case of issues related to the land to which they have legally recognized rights, for the following reasons:
  - A. Refusal to comply with the resolutions of the assembly without just cause.
  - B. If the community member does not attend the assembly three consecutive times with no justification, they will be suspended from their rights for six months. If this behavior occurs again they will be permanently removed from the list of community members.
  - C. Attendance at the assembly with weapons or under the effect of drugs, alcohol, stimulants.
  - D. Showing an offensive or violent attitude towards the Management Board and Surveillance Committee or their own colleagues.
  - E. Those community members that repeatedly do not pay their imposed penalties.

**ARTICLE 100.-** Furthermore, the assembly may impose penalties for community members that do not comply with the establishments of articles 18 and 19 of this Statute.

**ARTICLE 101.-** Any community members that, due to illness or force majeure, cannot attend the assembly in question will be exempt from paying the penalty, and must justify the reason

for this absence to the satisfaction of the assembly. In the case of illness, the medical report must be provided.

**ARTICLE 102.-** The community members who are involved in the following situations will also be sanctioned with a penalty as agreed upon by the assembly:

- A. Misuse of economic resources and assets belonging to the community that have been conferred to the community member for safekeeping or use for a specific purpose.
- B. Exploitation of renewable and non-renewable resources for individual benefit without prior permission from the assembly and the competent authorities.

#### **TRANSITIONAL**

**ARTICLE ONE:** This Constitution was approved by the community assembly, legally organized and constituted on [DATE], in the community of [NAME], Mexico.

It may be modified at any time as required for the needs of the community through an agreement by the assembly.

**ARTICLE TWO:** Aspects that are not covered by this Constitution will be resolved by the community assembly, observing at all times the provisions of the Land Law and other relevant laws.

**ARTICLE THREE:** This Constitution shall be enrolled in the National Agrarian Register in order to take full legal effect for the members of this community and third parties.

**ARTICLE FOUR:** This Constitution shall come into force once approved by the assembly and enrolled in the National Agrarian Register.