

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR
LAS VISTAS LANDOWNERS ASSOCIATION, INC., Inc.
San Juan County, New Mexico**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made and effective this 9th day of August, 2007 by the High Ground Development, LLC, a New Mexico limited liability company (Declarant).

WHEREAS, the Declarant intends by recording this Declaration to establish a plan of development for Las Vistas Subdivision (Subdivision), which includes all present and future added phases as provided for in Article 4 & 6. This Declaration provides a flexible and reasonable procedure for its overall development, future expansion, administration, maintenance and preservation of resources;

WHEREAS, the Declarant intends by recording this Declaration to create the Las Vistas Landowners Association, Inc. Inc. (Association) for the purpose of administration, maintenance, architectural control and preservation of resources;

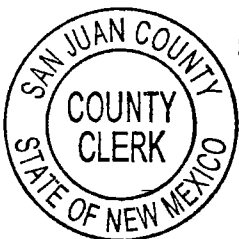
WHEREAS, the Declarant intends by recording this Declaration to subject the real property described and referred to as Las Vistas (all present and future phases) to these Covenants and Restrictions;

NOW, THEREFORE, the Declarant by recordation of this Declaration hereby creates Las Vistas Landowners Association, Inc. ("Association") and declares the real property described and referred to as Las Vistas (all present and future phases) is and shall be held, transferred, sold, and occupied subject to the covenants, restrictions, reservations and easements set forth hereinafter which shall be deemed not only the personal obligation of each Member of the Association, but shall be deemed covenants running with, imposed upon, and burdening the land.

ARTICLE 1-Governing Documents

Association Governing Documents consist of the following, as they may be amended from time to time:

1. Articles of Incorporation to establish the Association as a not-for-profit corporation under New Mexico Law;
2. By-Laws govern the Associations internal affairs;
3. This Declaration;
4. Annual Association Budget which may be changed from time to time by the Board of Directors of the Association;
5. Supplemental Declarations, if applicable, which may add easements, additional development property and may impose additional conditions and restrictions to the Las Vistas;
6. Architectural Guidelines which establish standards and guidelines for improvements and modifications to Lots, structures, landscaping and other items on the Lots;
7. Board Resolutions which establish rules, regulations, policies and procedures for the effective administration of the Association;
8. Plats, Replats, and Supplemental Plats of Las Vistas.



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ARTICLE 2-Membership

Membership-Membership in the Association shall be appurtenant to Lot ownership and cannot be severed therefrom.

1. At the time of purchase of one or more lots in Las Vistas, the Owner shall automatically become a Member of the Association.
2. Each Lot Owner shall be entitled to a single Membership and each Membership shall be entitled to one vote; provided, however, no Membership shall be entitled or authorized to vote if the Owner or Owners thereof are delinquent in the payment of any assessments at the time such vote is called for.
3. If only one of several owners of a Lot is present at a meeting of the Association, the owner present is entitled to cast all the votes allocated to the Lot. If more than one of the owners is present, the votes allocated to the Lot may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the votes allocated to the Lot without protest being made promptly to the person presiding over the meeting by another owner of the Lot. Protest shall eliminate the vote of the owner of such Lot.
4. Each Owner shall be entitled to the rights and shall be subject to the duties set forth in these covenants, the Articles of Incorporation and By-Laws of the Association and the rules and regulations adopted by the Board of Directors of the Association. Owners of Lots shall be obligated and expected to not only preserve the letter but the spirit of this Declaration.
5. Memberships shall be subject to assessments as determined by the Board of Directors for purposes of covering the costs of operation of Common Elements and services as approved in the annual operating budget and for approved amounts for capital Improvements or special assessments approved by the Membership.

ARTICLE 3-Assessments for Common Expenses

Assessments shall be a covenant appurtenant to the land and may not be separated therefrom:

1. **Covenant of Personal Obligation of Assessments.** Every owner, by acceptance of the deed or other instrument of transfer of his Lot (whether or not it shall be so expressed in such deed or other instrument of transfer), is deemed to personally covenant and agree, jointly and severally with every other Owner and with the Association, and hereby does so covenant and agree to pay to the Association the (a) annual assessments, (b) special assessments, and (c) default assessments applicable to his Lot; such assessments to be established and collected as hereinafter provided. No owner may waive or otherwise escape personal liability for the payment of the assessments provided for herein by nonuse of the Common Elements or the facilities contained therein or by abandonment or leasing of his Unit. In addition to the foregoing, every Owner shall also have the obligation to pay for hazard insurance premiums applicable to his Unit, real property and valorem taxes, and special assessments imposed by New Mexico governmental subdivisions applicable to his Lot or Unit, as well as all charges for telephone, electricity, or other utilities applicable to his Lot or Unit, and any amount payable to the Association Inc., pursuant to the Articles of Incorporation and By-Laws thereof. Annual and quarterly maintenance assessments shall be allocated to the Lots pro rata.



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2. **Purpose of Assessments.** The assessments levied by the Association shall be used to pay all Common Expenses and for the purpose of promoting the health, safety, convenience, and general welfare of the owners, including the improvement and maintenance of the Subdivision and of the services and facilities located thereon. Proper uses of the assessments levied by the Association shall include, but are not limited to, the expenditures of funds for taxes, fees, expenses, charges, levies, premiums, expenditures, or other costs of the Association for the following, which are declared to be Common Expenses:
- a. Repairing and maintaining the Common Elements;
 - b. Obtaining and maintaining insurance in accordance with the provisions of Section 12 hereof;
 - c. Establishing and maintaining reserves for maintenance of the Common Elements, for repairs, and replacements, taxes, capital improvements, and other purposes, and satisfying unpaid assessments deemed uncollectible;
 - d. Installing, maintaining, and repairing underground utilities upon, across, over and under the GCE as shown on the plat; provided, however, Declarant shall bear all such costs to the extent that same are directly related to the completion of all phases of development of the Subdivision;
 - e. Providing maintenance services to the Subdivision such as caring for the grounds, trails and conservation areas;
 - f. Carrying out all other powers, rights and duties of the Association specified in this Declaration and the Articles of Incorporation and By-Laws of the Association;
 - g. Generally for any other purposes and uses that the Association shall determine to be necessary to meet the primary purposes of the Association.
3. **Assessment Years.** The Association shall establish the first assessment year by its action of adopting a Budget and the levying of the first annual assessment in accordance with New Mexico law and its Bylaws.
4. **Amount of Total Annual Assessments.** The assessment against all Lots shall be based upon the Associations' advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such assessment year and payment of other Common Expenses, which estimates may include, among other things:
- a. Expenses of management;
 - b. Taxes and special assessments if any;
 - c. Premiums for all insurance which the Association is required or permitted to maintain as provided in Section 12 hereof;
 - d. Utilities, landscape maintenance and snow removal expenses;
 - e. Repairs and maintenance of Common Elements;
 - f. Wages for Association employees;
 - g. Legal and accounting fees;
 - h. Any deficit remaining from a previous assessment year;


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- i. The creation of reasonable contingency reserves, surpluses, and sinking funds, including an adequate reserve fund for maintenance, repairs and replacement of the Common Elements that must be repaired or replaced on a periodic basis;
 - j. Any other costs, expenses, and fees which may be incurred or may reasonably be expected to be incurred by the Association for the benefit of the owners under or by reason of this Declaration or the Articles of Incorporation or By-Laws of the Association.
5. **Apportionment or Annual Assessments.** The Association's total annual assessment for an assessment year shall be assessed to each Lot on a per Lot basis with respect to Common Expenses. The foregoing, together with the allocation of votes and interest in Common Elements is set forth in the Allocation Table attached as Exhibit A hereto. Upon the addition of more Lots pursuant to Section 12 hereof with respect to Expansion or as a result of merger or consolidation, the allocated interests of all Lots will be reallocated among all Lots on a per lot basis. The Owner of each Lot shall be personally liable for each such assessment which is assessed against his Lot, and in case of multiple owners of a Lot, each such owner shall be personally, jointly and severally liable for each such assessment.
6. **Adoption of Budget and Levy of Annual Assessments.** The Board of Directors shall prepare a proposed budget for the Association. Within 30 days of the adoption of such proposed budget, the executive Board shall mail notice as provided in this Declaration to all owners and shall set a date for owners to consider ratification of the budget not less than 14 and not more than 60 days after mailing or other delivery of the summary. Unless at that meeting a majority of all Lot owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected the periodic budget last ratified by the Lot Owners must be continued until such time as the Lot owners ratify a subsequent budget proposed by the board.
7. **Special Assessment.** The Board of Directors may levy a special assessment as may in its judgment be required for the purpose of defraying, in all or in part, the unbudgeted costs, fees, and expenses of any construction, reconstruction, repair, demolition, replacement, or maintenance of the Subdivision or any of facilities located thereon, which are a common expense, specifically including any fixtures and personal property related thereon. Any such proposed special assessment shall be adopted in accordance with procedure set forth in Section 7.6. Special Assessments may be made payable in quarterly installments or in lump sums.
8. **Due Dates for Assessment Payments.** Unless otherwise determined by the Board of Directors, the annual assessments and any special assessments which are to be paid in quarterly installments shall be paid quarterly in advance and shall be due and payable to the Association at its office, or as the Association may otherwise direct in any Management Agreement, without notice (except for the notices required for adoption of budget, levy of annual assessments and special assessment), on the first day of each month. If any such quarterly installment shall not be paid within 10 days after it shall



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have become due and payable, then the Association may assess a "late charge" thereon in an amount not exceeding 25% of such installment to cover the extra expenses involved in handling such delinquent assessment installment.

9. **Declarant's Obligation to Pay Assessments.** Declarant shall be obligated to pay all annual assessments (including quarterly installments thereof) on each Lot owned by it until conveyed by the Declarant to the first owners thereof.
10. **Lien for Assessments.** The annual and special assessments (including quarterly installments thereof) provided for in this Section 7 and any and all default assessments arising under any provisions of this Declaration (together with any and all interest, costs, late charges, expenses, and reasonable attorney's fees which may arise under the provisions of Section 7.11 hereof) shall be burdens running with, and a perpetual lien in favor of the Association upon, the specific Lot to which such assessments apply. To evidence such lien upon a specific Lot, the Association may prepare a written lien notice setting forth the description of the Lot, the amount of assessments thereon which are unpaid as of the date of such lien notice, the rate of default interest as set by the By-Laws and this Declaration, the name of the owner or owners thereof, and any and all other information that the Association may deem proper. The lien notice shall be signed by an officer of the Association, the attorney for the Association; or by the Manager or any officer performing management services, and shall be recorded in the office of the Clerk and Recorder, San Juan County, New Mexico. Any such lien notice shall not constitute a condition precedent or delay the attachment of the lien, but such lien is a perpetual lien upon the Lot and attaches without notice at the beginning of the first day of any period for which any assessment is levied or assessed. Liens shall have priority and be enforceable as provided in New Mexico law.
11. **Effect of Nonpayment of Assessments.** If any annual or special assessment (or any quarterly installment thereof) is not fully paid within thirty (30) days after the same becomes due and payable, or if any default assessment shall arise under any provisions of this Declaration, then in any of such events and as often as the same may happen, interest shall accrue at the rate not exceeding eighteen percent (18%) per annum as provided in the By-Laws from the due date on any amount thereof which was not paid within such thirty (30) day period or on the amount of assessment in default, whichever shall be applicable, and the Association may thereafter bring an action at law or in equity, or both, against any owner personally obligated to pay the same and may also proceed to foreclose its lien against the particular Lot in the manner and form provided by New Mexico law for foreclosure of liens pursuant to New Mexico law. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid assessments (or any quarterly installment thereof) may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien therefore. In the event that any such assessment (or quarterly installment thereof) is not fully paid when due and the Association shall commence such an action (or shall counterclaim or cross-claim for such relief in any action) ; against any Owner personally obligated to pay the same or shall proceed to foreclose its lien against the particular Lot, then all unpaid quarterly installments of annual and special assessments and all default



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assessments (including any such installments or assessments arising during the proceedings of such action or foreclosure proceeding), any late charges under Section 7.8 hereof, any accrued interest under this Section, and the Association's costs, expenses, and reasonable attorneys' fees incurred for any such action and/or foreclosure proceedings shall be taxed by the court as part of the costs of any such action or foreclosure proceedings and shall be recoverable by the Association from any owner personally obligated to pay the same and from the proceeds from the foreclosure sale of the particular Lot in satisfaction of the Association's lien. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to stop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments (or quarterly installments thereof) which are not fully paid when due or for any subsequent default assessments. The Association shall have the power and right to bid in or purchase any Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote and Association votes exercise voting rights appurtenant to ownership thereof; convey, or otherwise deal with the same.

12. **Successor's Liability for Assessments.** Notwithstanding the personal obligation of each owner of a Lot to pay all assessments thereon and notwithstanding the Association's perpetual lien upon a Lot for such assessments all successors in interest to the fee simple title of a Lot shall be jointly and severally liable with the prior owner or owners thereof for any and all unpaid assessments, interest, late charges, costs, expenses, and attorneys' fees against such Lot, without prejudice to any such successor's right to recover from any prior owner any amounts paid thereon by such successor; provided, however, that a successor in interest to the fee simple title of a Lot shall be entitled to rely upon the existence and status, or absence thereof, of unpaid assessments, interest, late charges, costs, expenses, and attorneys' fees as shown upon any certificate issued by or on behalf of the Association to such named successor in interest pursuant to the provisions of Section 7.14 hereof. This provision shall not be applicable to assessment liens extinguished by operation of law (i.e., by foreclosure, judicial decree, or the like).
13. **Declarant's Liability for Maintenance.** Until the levying of the first annual assessment pursuant to New Mexico law, Declarant shall be liable for all expenses for maintenance of the Common Elements.
14. **Liens.** Except for annual, special, and default assessment liens as provided in this Declaration, mechanics' liens (except as provided in Section 9.3), tax liens, and judgment liens and other liens validly arising by operation of law and liens arising under Mortgages or Deeds of Trust, there shall be no other liens obtainable against the Common Elements or any interest therein of any Lot. All liens and mortgages shall be subject to all provisions of this Declaration.

ARTICLE 4- DECLARANT RIGHTS.

1. **Reserved Declarant Rights.** Notwithstanding any provisions contained in this Declaration to the contrary, the following Declarant rights and development rights are reserved to the Declarant, its, employees, agents, independent contractors, successors,


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and assigns to the extent of such Declarant's interest in the Subdivision:

2. **Appoint Board of Directors.** The right to appoint, add, or remove Board of Directors of the Las Vistas Landowners Association, Inc. at the sole discretion of the Declarant.
3. **Appoint Architectural Review Committee.** The right to appoint, add, or remove Members of the Architectural Review Committee of the Las Vistas Landowners Association, Inc. at the sole discretion of the Declarant.
4. **Completion of Improvements.** The right to complete improvements indicated on Plats and Maps filed with the Declaration and in subsequent filings or Supplemental Declarations.
5. **Exercise of Development Rights.** The right to exercise any Development Right reserved in this Declaration.
6. **Sales Management and Marketing.** The right to maintain sales offices, management offices and signs advertising the Subdivision. Declarant may maintain a sales office located in a Unit. Sales offices may be relocated until all Lots have been transferred from Declarant to Owners.
7. **Construction Easements.** The right to grant easements over, in, upon, and across the Subdivision and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the for the purpose of making improvements within the Subdivision.
8. **Expansion of Subdivision.** The right to expand the Las Vistas subdivision by adding additional land as described in Exhibit "B" either by a Replat of existing lots, a Supplemental Declaration or an amended Declaration.
9. **Designation of Storage, Open Space, Trails and Conservation Areas.** The right to dedicate certain lands, lots, outlots or other areas within the Subdivision for use as storage, open space, trails, drainage or conservation areas.
10. **Amendment of Declaration and Plat.**
 - a. **Generally.** The right to amend this Declaration and the Plat, including the recordation of as-built plats, as necessary for title purposes or to comply with planning approvals or other planning regulations of any governmental authority having jurisdiction over the Subdivision and in connection with the exercise of any Development Rights and as such may be required to comply with normal requirements of regulated financial lending institutions.
 - b. **Termination of Rights.** Except as otherwise expressly set forth herein, the rights reserved to the Declarant for itself, its successors and assigns, in this Article shall expire, unless sooner terminated as required by New Mexico law, on the last to occur of the following events: (A) sixty (60) days after conveyance of seventy-five (75%) percent of the Lots that may be created to owners other than



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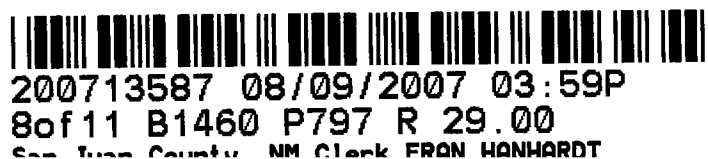
the Declarant; (B) two (2) years after the last conveyance of a Lot by the Declarant in the ordinary course of business; or (C) two (2) years after any right to add new Lots was last exercised.

- c. **Rights Transferable.** Any Declarant Right or Additional Reserved Right created or reserved in this Declaration for the benefit of Declarant may be transferred to any person or entity by an instrument describing the rights transferred and recorded in every county in which any portion of the Subdivision is located. Such instrument shall be executed by the transferor Declarant and transferee.

11. Restriction on Declarant Powers. Notwithstanding anything to the contrary herein, no rights or powers reserved to Declarant hereunder shall exceed the time limitations or permissible extent of such rights or powers as restricted under New Mexico law. Any provision in this Declaration in conflict with the requirements of New Mexico law shall not be deemed to invalidate such provision as a whole but shall be adjusted as is necessary to comply with New Mexico law. Nothing in this Declaration shall be construed to require Declarant to exercise the rights contained herein.

ARTICLE 5-Easements

1. **General Access Easements.** Every owner and family Members, guests, and licensees of each Owner shall have a right and easement of ingress and egress over, across, and upon the roadways as depicted on the Plat for the purpose of getting to and from the Owner's Lot and Common Elements, for both pedestrian and vehicular travel, which right and easement shall be appurtenant to and pass with the transfer of title to such Lot.
2. **Trail Easements.** Every owner and family Members, guests, and licensees of each Owner shall have a right and easement of ingress and egress over and across the Common Elements as depicted on the Plat for the purpose of getting to and from the Owner's Lot and the trail system and Common Elements restricted to non-vehicular travel, which right and easement shall be appurtenant to and pass with the transfer of title to such Lot.
3. **Drainage Easement.** An easement is hereby granted to the Association, its officers, agents, employees, successors, and assigns to enter upon, across, over, in, and under any portion of the Common Elements for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the Subdivision so as to improve the drainage of water on the Subdivision and Declarant reserves for itself and grants to the Association perpetual non-exclusive easements throughout the Subdivision (but not through a structure) to the extent reasonably necessary for the purpose of drainage systems.
4. **Declarant's Rights Incident to Construction.** Declarant, for itself and its successors and assigns, hereby retains a right and easement for ingress and egress over, in, upon, and across the Common Elements and the Subdivision and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the complete construction of the Subdivision, provided, however, that no such rights shall be



exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access by any Owner, his family Members, guests, or invitees to or of his Lot.

ARTICLE 6 –Expansion of Subdivision

1. **Expansion by Declarant.** Declarant may, subject to the provisions of this Declaration, expand all or any portion of the Subdivision by recording an amended or a Supplemental Declaration describing the additional property to be subjected. A Declaration recorded pursuant to this Section shall not require the consent of any person except the owner of such property, if other than the Declarant, and the Declarant's right to expand pursuant to this Section shall expire when all expansion property has been subjected to this Declaration or twenty years after this Declaration is recorded, whichever is earlier. Until then, Declarant may transfer or assign this right to any person who is the developer of at least a portion of the Subdivision. Any such transfer shall be memorialized in a written, recorded instrument executed by Declarant.
2. **Number of Lots.** The maximum number of Lots for the Subdivision and the real property 150.
3. **No requirement to expand.** Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration or to develop any of the property expansion in any manner whatsoever.

ARTICLE 7-Land Use Restrictions

1. The Subdivision and every lot therein shall be used and enjoyed only for single family residential purposes except as provided for in Article 4. No business or commercial use or activity which requires any public or employee access to the property shall be conducted upon the property.

2. Lots within Las Vistas Subdivision are restricted from further replat, division or subdivision other than as provided for in Article 4.

3. Signage shall be limited to Owner name signs at driveways; signs for the purpose of advertising property for sale; and signs advertising Architects, Builders and Subcontractors only during the period of construction. Signs of a commercial nature shall not be erected or permitted except one real estate "for sale" sign per lot which must be placed on the lot for sale. One sign per Architect and or Builder may be erected only during construction and must be removed upon occupancy. The foregoing shall not be deemed to restrict the Declarant or Members of the Association in the planning, promotion, sale, and development of the property.

4. No recreation vehicle, house trailer, travel trailer, manufactured home, tent, shack, garage or other out building shall be stored, kept, used or maintained as a residence, living area, or sleeping quarters for more than fourteen (14) days.



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5. In the event that any structure is destroyed wholly or partially by fire or other casualty, the same shall be promptly rebuilt or repaired to conform to the provisions of this declaration or the same shall be removed forthwith and commencing within six (6) months of such destruction or damages.

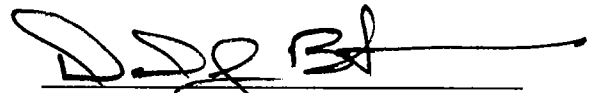
6. No horses, cattle or hooved animals shall be kept or maintained upon any lot. No other animals or poultry other than a reasonable number of customary domestic household pets may be kept or permitted upon any lot; more than three (3) domestic pets must be approved by the Architectural Control Committee. No animal or pet shall be kept or permitted upon any lot which creates an unreasonable amount of noise, odor, or physical damage to the premises or which in any manner might be deemed or considered a nuisance or disturbance of the peace and quiet. Animals will be controlled so as to be restricted within the boundaries of the owner's lot either by the use of approved fencing or the use of invisible fencing.

7. Each lot shall be kept and maintained free of rubbish and trash both during construction and thereafter. The same shall be removed regularly from the premises and not allowed to accumulate thereon. All garbage and trash shall be placed and kept in covered containers in a location not visible to and screened from adjoining lots. When a residence has been constructed on any lot, and in the event commercial and municipal garbage collection services are available, the owner or occupant thereof shall subscribe to such collection service providing for collections not less frequently than on a weekly basis. All garbage containers must be collected from the street by sunset of the day of garbage collection.

8. There shall not be kept, permitted or maintained upon any lot, any property or thing which might cause the lot to appear to be unclean or untidy or which will be obnoxious to the eye. No use or activity shall be permitted which causes or creates a foul or obnoxious odor or unreasonable noise, light, heat, which will or might disturb the use and enjoyment of the property of the other Members of the Association.

9. No lot owner shall consent to allow ingress or egress through any lot to any surrounding land without the express written consent of the Association, its successors and assigns.

High Ground Development, LLC



Daniel J. Baker, Manager

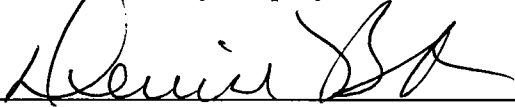


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ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SAN JUAN)

This instrument was acknowledged before me on this 9th day of August, 2007, by Daniel J. Baker, Manager of High Ground Development, LLC, a New Mexico limited liability company.



NOTARY PUBLIC

My commission expires:

4-23-08



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