

**DECLARATION OF
RESTRICTIVE COVENANTS FOR
SOARING EAGLE RANCH SUBDIVISION**

This declaration made this 16th day of August, 1996 by the SOARING EAGLE INVESTMENTS, LLC., hereinafter called Grantor, witnesseth:

Whereas, Grantor is the owner of the real property described in Article I of this Declaration, and is desirous of subjecting said real property to the conditions, protective covenants, reservations, and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall insure to the benefit of, be binding on and pass with said real property, and each and every residential parcel numbered lots 1 through lot 39, lots 45 through lot 54 and lots 65 through lot 80 thereof, and any residence constructed on lots 40, 41, 42, 44 and lots 56 through 64 and any owner thereof;

NOW THEREFORE, Grantor does hereby declare the real property described in and referred to in Article I hereof is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, protective covenants, reservations and easements hereinafter set forth.

ARTICLE I

"Architectural Control Committee" shall mean persons duly appointed by Grantor for terms of one year. The Architectural Control Committee shall consist of three (3) members, one member shall be the grantor, one member shall be from the Planning and Zoning commission and one member shall be a member of the community at large. In the event of the death of a member or if a member can no longer serve for any reason as a member of the "Architectural Control Committee" the grantor shall appoint his/her replacement.

The "Architectural Control Committee" will supervise the following:

"Detached single-family dwelling" or "single-family dwelling" shall mean a building and structures customarily appurtenant thereto, erected and maintained in conformance with the requirements of this Declaration for private residential purposes and designed for occupancy by a single family. It shall not mean or include any flat, apartment, multi-family dwelling or duplex, lodging house, rooming house, hotel, hospital, church, group home, sanitarium, even though intended for residential purposes, none of which shall be permitted on any lot (except lots 40 through 44. Lot 43 may be divided into smaller lots to be used for Affordable Housing for low to moderate income people and families per U.S. government funding and for low to moderate income apartments only), with the approval of the Village of Eagle Nest, New Mexico.

"Outbuilding" shall mean an enclosed, covered structure not directly attached to a single-family dwelling to which it is appurtenant.

"Residential building site" as well as "building site" shall mean any lot, or two or more contiguous lots upon which a detached single family dwelling may be erected in conformance with the requirements of this Declaration.

The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements with respect to the various portions thereof set forth in the various articles and sections of this Declaration is located in Colfax County, New Mexico and is more particularly described as follows, to wit:

A tract of land (1043 acres more or less) lying within sections 15, 16, 17, 20 and 21 of Township 27 north, Range 16 East of the New Mexico Principal Meridian, Colfax County, New Mexico, more fully discribed in book _____ on page _____ filed with the clerk of Colfax County, in Raton, New Mexico.

ARTICLE II

No single-family dwelling, of not less than 1400 sq. ft. of heated floor space for a single-story or 1800 sq. ft. of heated floor space for a two-story dwelling devoted to living purposes exclusive of unroofed or roofed porches, terraces, basements, garages and carports, shall be erected upon any building site (lot) and every part thereof shall be located not less than seventy (70) feet to the property lines on either side and seventy (70) feet to the back lot line, or less than one hundred (100) feet to the property line on the front of the building site. No garage, wall coping, building, guest house, or other structure shall be erected on said property closer than seventy feet to the property lines, on either side and the back and one hundred (100) feet to the front property line of any building site with the exclusion of lot 43 which may be used to construct low to moderate income houses and low to moderate income apartment building, as needs arise. No structure or improvements, except public utility facilities, shall be erected, placed or permitted to remain on any portion of the above described real property, except public streets and thoroughfares, which does not constitute a building site. Only Structures built on the property shall be permitted.

A. No structure shall be erected, altered, placed or permitted to remain on any building site subject to this Declaration other than one detached single-family dwelling for private use, a private garage, recreational facilities i.e. swings, picnic tables, volley ball equipment e.t.c. - solar heating devices, non-rental studio and workshop, evaporative cooler, non-rental guest house, servants quarters, or other outbuilding and improvements incidental to residential use of the premises.

B. The native growth of said property, including trees, shall not be destroyed or removed from said real property, except such native growth as it may be necessary to remove for the construction and maintenance of roads, driveways, detached single-family dwellings, garage or other buildings related to

said residence unless written permission be first had and obtained from the "Architectural Control Committee" and Planning and Zoning Commission. No private road or driveway shall be constructed under the authority given until the person desiring to construct such private road or driveway has submitted to the "Architectural Control Committee" and Planning and Zoning Commission, as mentioned in paragraph C hereof, two sets of plans showing the location, course and width of said private road or driveway and showing the approval of the "Architectural Control Committee" and Planning and Zoning Commission to the construction of such private road or driveway has been obtained in accordance with the provisions of said paragraph C.

C. All building plans and specifications, plot plans, including exterior color scheme, for any building, fence, coping, wall or structure to be erected on or moved upon any part of said property, the proposed location thereof on any building site, and any changes after approval thereof and any remodeling, reconstruction, alterations or additions to any building or other structure on any building site, shall be subject to the prior approval in writing of the "Architectural Control Committee" and Planning and Zoning Commission appointed by the Grantor as it's representative authorized for such purpose. Before commencing any such work, the lot owner shall submit to the approving agent two complete sets of building plans and specifications, plot plans including the exterior color scheme. The location of such improvements to be approved by the approving agent shall be staked on the site prior to such approval. Permits must be obtained from the Village of Eagle Nest Planning and Zoning prior to any construction. Approval of such plans and specifications shall be evidenced by the written endorsement of the "Architectural Control Committee" and Planning and Zoning Commission made on said plans and specifications, a copy thereof to be delivered by said approving agent to the owner of the building site or to his agent or representative, prior to beginning construction. No changes in plans and specifications as approved by the "Architectural Control Committee" and Planning and Zoning Commission insofar as the exterior of the proposed

structure shall be made without the written approval of said "Architectural Control Committee" and Planning and Zoning Commission. The "Architectural Control Committee" and Planning and Zoning Commission shall not be responsible for any defects in said plans or specifications, or in any building or structure erected according to such plans and specifications. A sewage disposal system is included within the meaning of the term structure.

The "Architectural Control Committee" and Planning and Zoning Commission shall have the right to disapprove any and all plans and specifications submitted to the "Architectural Control Committee" and Planning and Zoning Commission as aforesaid, for any one or more of the following reasons:

- a. If said plans and specifications are not in exact accordance with this Declaration.
- b. If, in the opinion of the "Architectural Control Committee" and Planning and Zoning Commission, the architectural design of the proposed building or other structure as shown by said plans and specifications, plot plans, including exterior color scheme, or the location of any structure be not in harmony with the general surroundings, or with the building or structures, or proposed building or structures, adjacent to the location at which said proposed building or structure is intended to be erected, or if the location or arrangement of any sewage disposal system would endanger or interfere with any public or utility facilities or improvements. The decision of the "Architectural Control Committee" and/or any and all government agencies in authority at time of construction upon said subject shall be final.
- c. That the plans and specifications submitted are insufficient in detail or are incomplete in any area.
- d. That the roof is of either a material or style other than that specified by the "Architectural Control Committee".

e. Provided, however, that "Architectural Control Committee" shall not be liable in damages to anyone submitting plans for approval, or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of itself, it's agents or employees, arising out of or in connection with the approval, or disapproval, or failure to approve any such plans. Anyone submitting plans to the "Architectural Control Committee" for approval hereunder shall, by the submitting of such plans, and any owner by so acquiring title to any of the property covered hereby, waives his claim for any such damages sustained. The "Architectural Control Committee" shall approve or disapprove such plans within 30 days after receipt thereof.

D. All driveways and private roads shall be surfaced by lot owners with gravel or paved, and the road will be maintained so as to reduce erosion and eliminate unsightly conditions.

E. No lot shall be used in whole or in part for the storage or dumping of rubbish of any character whatsoever, or for the storage of any property or thing what will cause such lot to appear in an unclean or untidy condition that will be obnoxious to the eye, and no substance, thing or material may be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties.

F. No billboards or advertising signs, other than Real Estate signs, will be permitted on any lot numbered 1 through 39, 45 through 54 and 65 through 80 or on any building on the above mentioned lots other than a name plate of the occupant of any residence upon which his professional title may also be added, and provided no such sign or name plate shall exceed a size of three square feet. Such signs must be of a uniform shape as designated by the "Architectural

Control Committee" and Planning and Zoning Commission. Provided, however, that permission is hereby granted for the erection and maintenance of not more than one signboard on each building site during the course of construction of a new single-family dwelling. Upon completion of the single-family dwelling, the identifying sign will be removed.

All exterior lights must be so located as not to be directed toward surrounding properties or public rights-of-way.

G. No radio or television transmission towers shall be erected, placed or permitted upon any part of said property. This paragraph shall not prohibit home-type television antennas or satellite receiver stations, nor shall it prohibit water well drilling equipment when drilling is in process.

H. No elevated tanks of any kind shall be erected, placed or permitted upon any part of said property. Any tanks for use in connection with any residence constructed on said property, including tanks for the storage of liquified petroleum gas must be walled in sufficiently to conceal them from the view of other lots, roads and streets. All containers used to hold disposable garbage are to be kept inside an enclosed building until disposal, this is to avoid bears and other animals coming into the subdivision. All clothes lines, clothes drying facilities, mechanical and other equipment, wood piles, and storage piles, campers, boats, boat trailers, trailer homes, motor coaches, shall be walled in and/or concealed at all times so that they may not be seen from any point beyond the building site on which they are located. Only operating vehicles will be allowed to remain on any Lot within the subdivision.

I. Lots 1 through 39, 45 through 54 and 65 through 80 shall be used solely for single-family dwelling purposes, and no business or commercial activity of any nature shall be conducted thereon, except that so-called "Cottage industries" occupations shall be permitted if such activity is inoffensive to the owners of the

neighboring lots and to the "Architectural Control Committee" and Planning and Zoning Commission.

J. Any single-family dwelling erected upon any such building site and every part thereof shall be located not closer to any property line of said building site than seventy (70) feet on either side and back and one hundred (100) feet to the front property line. No garage, building or other structure shall be erected on said property closer than seventy (70) feet on either side and back and one hundred (100) feet on the front of any lot except lot 40 through 44.

K. No garage or other building or structure shall be erected or permitted on any building site in said property until the construction and completion of a single-family dwelling thereon, except a single-family dwelling and the necessary out-building, garage or other structure related thereto may be simultaneously constructed; provided, however, that nothing herein contained shall be construed to prohibit the incorporation and construction of a garage and/or guest house in and as a part of such dwelling house.

L. Any temporary house, dwelling, garage, out-building, trailer or other structure placed or erected upon any of said property shall not be in place for more than one hundred eight (180) days while in the course of construction, or at any time after the exterior is fully finished as herein required, and is fully functional for residential purposes. Nor shall any residence be occupied until made to comply with the approved plans, and all other conditions and restrictions herein set forth. The exterior construction of any house shall be fully completed within ninety (90) days after commencement of construction.

M. No animals or poultry of any kind may be kept on any residential lot for any commercial purpose. Each 10 acre lot may have a maximum of two horses, llamas, or other animals of a similar type, approved by the "Architectural Control Committee" or Grantor, (cattle, swine and poultry are excluded), as long

as the owner is in residence on the lot and takes total responsibility for maintenance and feeding of the animals. Animals must be securely fenced no closer than four hundred (400) feet to the front property line, with a wooden or pipe style of fencing to be approved by the "Architectural Control Committee" and Planning and Zoning Commission. Residents may keep a maximum of, or any combination of 3 dogs, cats, or other animals, which are bona fide household pets. Construction of a kennel fence may be erected for the containment of household pets behind the main residence. All foods are to be kept inside a building so bears and other animals are not drawn into the subdivision. No animals may be kept or maintained on any lot in any manner which is a nuisance or offensive to the neighboring lots. The "Architectural Control Committee" reserves the right to order the removal of any animals which may be objectionable. No Animal of any type will be permitted to run loose in the subdivision (except those wild animals native to the area).

N. Twenty-five (25) foot wide utility easement on each side of all roads and highways and on the north lines of all lots 64 through 73, lots 18, 19 and track A and a twelve and one half (12 1/2) foot wide utility easement along each interior lot line, is hereby reserved to the Grantor for utility purposes, with access thereto for installing, repairing and maintaining all facilities necessary for such purposes.

O. Motorcycles, motorbikes, dirt bikes and vehicles of a similar type, shall have mufflers and will be permitted only on dedicated streets before 10:00 P.M.

P. All of the aforesaid condition and restrictions hereunder shall continue in full force and effect until the end of time.

Q. The enforcement of the covenants contained herein shall be by proceedings at law or in equity against any person or persons violating or

attempting to violate any covenant, either to enjoin or restrain the violation or to recover damages. In addition, the Grantor and/or "Architectural Control Committee" and/or Planning and Zoning Commission, shall have the right whenever there shall have been built on any lot or tract any structure which is in violation of these covenants and restrictions to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to have the breach removed and shall not bar or affect its enforcement. The Grantor and/or "Architectural Control Committee" and/or Planning and Zoning Commission shall be entitled to recover reasonable attorney's fees in any suit brought to enforce the provisions of this Declaration or to recover damages hereunder, if Grantor and/or "Architectural Control Committee" and/or Planning and Zoning Commission is successful in such suit

R. The Grantor and/or "Architectural Control Committee" shall have the right from time to time to make any changes it desires in these conditions and restrictions which The Grantor and/or "Architectural Control Committee" deems beneficial.

S. No resubdivision of any lot in this subdivision shall be permitted during the period in which the covenants and restrictions stated in the Declaration are in effect, except lot #43 which may be divided so as to be used for affordable housing per U.S. government standards and for affordable apartments only and lots 40 through lot 44 and lots 56 through 64 may be divided in accordance with all governing agencies and the approval of the "Architectural Control Committee" and Planning and Zoning Commission. Lot 16 may be divided into a total of four parcels with no parcel under 10 acres in size. Any Village of Eagle Nest requirements to split lot 16 must be complied with.

T. All fences, fence designs and fence sites must first be approved by the "Architectural Control Committee" and Planning and Zoning Commission and must be of a wooden or pipe style, so they will not interfere with the movements of the natural wildlife of the area. No fence shall be closer than Four hundred (400) feet to any public road, except kennel fencing for household pets. No livestock fence shall be more than four feet (4') in height.

U. Access to all lots will be from established Public Roads.

V. Owners of Soaring Eagle Subdivision lots, with portions of Willow Creek contained within their boundaries, are subject to the following restrictives:

1. The water flow of Willow Creek will not be changed by any lot owner.
2. All Creek embankments will remain in their natural state. Existing growth (trees, brush, bushes e.t.c.) will not be removed, with the exception of undergrowth which might constitute a fire hazard.
3. NO toxic wastes, oils, debris of any type, or contaminates, will be placed in, or near, Willow Creek stream bed.
4. Systems utilized for disposal of household and human waste will be governed by the permits and laws of the State of New Mexico.
5. No excavation or dams can be constructed without the express, written approval of the U.S. Corp of Engineers, The New Mexico State Engineers and/or any other appropriate agencies.
6. The usage rights of all wildlife to Willow Creek will be protected. No firearms may be discharged in any portion of Soaring Eagle Ranch Subdivision and no bird or animal traps will be allowed.
7. No home and/or building site will be permitted closer than two hundred feet (200') to Willow Creek.

W. Lots 40, 41, 42, 44 and lots 56 through 64 are zoned commercial; however, rear portions of these lots may be utilized for residential construction. No RTR zoning will be allowed under these covenants.

1. Commercial uses must be approved by all governing agencies and the "Architectural Control Committee" and Planning and Zoning Commission prior to any construction of or purchase of any building for commercial use. All plans for commercial and residential buildings must be submitted to all governing agencies, Planning and Zoning and to the "Architectural Control Committee" for their approval prior to any construction and or purchase of buildings.
2. No commercial activity shall be permitted that is deemed to be offensive or undesirable by any governing agency and/or the "Architectural Control Committee" and Planning and Zoning Commission
3. No building will be located closer than one hundred feet (100) to the front property line and twenty five feet (25) from the side lot line and one hundred feet (100) from the rear line on lots 40, 41, 42, 44 and lots 55 through 64.
4. Any commercial use will have to provide water rights, if needed, in line with the established usage formulas.
5. Grantor hereby reserves the right to create over lots 55 through 64 an easement for ingress and egress in addition to the platted roadways on the plat referred to in Article I hereof. Grantor shall create such easement if appropriate and if recommended by the New Mexico state highway department's review of the Traffic Impact Analysis and Drainage Report to be prepared and submitted by Grantor.

Grantor further reserves the right to waive the provisions of this paragraph for the benefit of any grantee in the event further easement across these lots is required.

X. No parcels have municipal water and sewer service provided at this time. All will have their own septic systems. (Three lots may share a well where possible,) in accordance with the shared well agreement that each lot purchaser may sign. All wells must be installed by a well driller approved by the Grantor. Lots 6 through 13 and lots 15 through 24 and lot 73 will be limited to an average of .6 acre foot per year for domestic use. Lots 1 through 5, 14 and lots 25 through 72 and 74 through 80 will be limited to 1 acre foot per year for domestic use. Water for commercial usage on lots 40 through 44 and lots 55 through 64 will be negotiated with the Village of Eagle Nest and/or the State of New Mexico. All wells will be required to have a meter installed. Some well meters will be read by the Village of Eagle Nest and those homeowners will be billed for this service, other well meter readings will be reported to the state by the homeowner 4 times a year. In the event of the installation of a municipal water and/or sewer system, any parcel without well and/or septic system will be required to hookup to the municipal system when home is constructed.

Y. Any parcels with septic Systems deemed "Possible Contamination" to the Eagle Nest Well Heads by the Enviromental Health Department, will be required to install a closed type of septic system acceptable to the New Mexico Enviromental Department. All septic systems must be installed by an installer approved by the Grantor.

Z. Invalidation of any one of the covenants contained herein by judgment, decree or court order or for any other reason shall in no way affect any of the other covenants, all of which shall remain in full force and effect.

In witness whereof, we have set our hands and seals this 16th day
of august, 1996.

SOARING EAGLE INVESTMENTS, LIMITED

By: 

James Steffler, Manager
Soaring Eagle Ranch

STATE OF MICHIGAN }
COUNTY OF LAPEER }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME
THIS 16th DAY OF august 1996 BY JAMES STEFFLER,
MANAGER, SOARING EAGLE INVESTMENTS, LIMITED

Pamela J. Wilson
NOTARY PUBLIC

PAMELA J. WILSON
NOTARY PUBLIC - LAPEER COUNTY, MI
MY COMMISSION EXPIRES 04/10/00

MY COMMISSION EXPIRES:

SOARING EAGLE SUBDIVISION
P.O. BOX 105
EAGLE NEST, NM 87718

**PLEASE READ THIS DISCLOSURE STATEMENT
BEFORE YOU SIGN ANY DOCUMENTS
OR AGREE TO ANYTHING
DISCLOSURE STATEMENT**

This disclosure statement is intended to provide you with enough information to permit you to make an informed decision on the purchase or lease of property described in this statement. You should read carefully all of the information contained in this statement before you decide to buy or lease the described property. You should be aware of the fact that various state agencies may have issued opinions on both the subdivision proposal and what is said in this disclosure statement about the proposal. The opinions, when required to be issued, whether favorable or unfavorable, are contained in this disclosure statement and should also be read carefully.

The Governing Body of the Village of Eagle Nest has examined this disclosure statement to determine whether the subdivider can satisfy what he has said in this disclosure statement. However, the Governing Body of the Village of Eagle Nest does not vouch for the accuracy of what is said in this disclosure statement. Further, this disclosure statement is not a recommendation or endorsement of the subdivision by either the Village, County or the State. It is informative only.

The Governing Body of the Village of Eagle Nest asks that you pay particular attention to processes for road maintenance. Requirements to render roads eligible for Village maintenance are very stringent. Village maintenance may not be forthcoming for a long period of time.

Finally, the Governing Body of the Village of Eagle Nest recommends that you see the property before buying or leasing it. However, if you do not see the property prior to purchasing or leasing it, you have six months from the time of purchase or lease to inspect the property. Upon inspecting the property, you have three days from the date of inspection to rescind the transaction and receive all of your money back from the subdivider. You must give the subdivider notice of your intent to rescind within three days of your inspection of the property.

I hereby certify that I received this disclosure statement prior to my purchase/lease of Lot #__ in Soaring Eagle Subdivision, and that I reviewed its contents prior to signing documents of sale/lease.

Name of Lot Purchaser/Lessor

In witness whereof, we have set our hands and seals this 16th day
of August, 1996.

SOARING EAGLE INVESTMENTS, LIMITED

By: 

James Steffler, Manager
Soaring Eagle Ranch

STATE OF MICHIGAN }
COUNTY OF LAPEER }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME
THIS 16th DAY OF August 1996 BY JAMES STEFFLER,
MANAGER, SOARING EAGLE INVESTMENTS, LIMITED

Pamela J. Wilson
NOTARY PUBLIC

PAMELA J. WILSON
NOTARY PUBLIC - LAPEER COUNTY, MI
MY COMMISSION EXPIRES 04/10/00

MY COMMISSION EXPIRES:

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Account: R001766

Location	Owner Information	Assessment History
Situs Address 600 W 18 TH STREET	Owner Name MCCOY, TIM BOBBY ;	Actual Value (2013) \$266,226
Account Number R001766	MCCOY, SUSAN ANN	Primary Taxable \$88,742
Economic Unit	Owner Address 307 FOREST LAKES	Exemption Adjustments:
Account Group Number 990197	DR	Head of Household (\$2,000)
Tax Area 1403H_R - 03-I RES.	BAYFIELD , CO 81122	Adjusted Taxable
Parcel Number 1-108-158-284-434	UNITED STATES OF AMERICA	Total \$86,742
Legal Summary S: 9 T: 26N R: 19E		Tax Area: 1403H_R Mill Levy: 20.953000
UPC 1108158284434 LAND 1		Type Actual Assessed Acres SQFT
2 ACRES SWD 200605378		Residential Land \$23,200 \$7,733 2.000
Code		Residential Improvement \$243,026 \$81,009 5517.000

[Transfers](#)

Sale Date

[Images](#)

Tax Year	Taxes	• GIS
2013	\$1,859.40	
2012	\$1,674.12	

Real Estate Records Book _____ Page _____
 Filed For Record 7/20/04 at 11:11 AM Notary Cecilia Steffler

The following ADDENDUM is made to the
DECLARATION OF RESTRICTIVE COVENANTS
FOR SOARING EAGLE RANCH SUBDIVISION
 Village of Eagle Nest, County of Colfax, State of New Mexico

Changes under this ADDENDUM are made and placed into effect on July 20, 2004.

The following paragraph replaces and supersedes Article II, Paragraph H, in its entirety:

H. No elevated tanks of any kind shall be erected, placed or permitted upon any part of said property. Any tanks for use in connection with any residence constructed on said property, including tanks for the storage of liquefied petroleum gas (propane), must be sited in sufficient to conceal them from the view from other lots, roads and streets. All containers used to hold disposable garbage are to be kept inside an enclosed building until disposal in order to avoid bees and other animals coming into the subdivision. All clothes lines, clothes drying facilities, mechanical and/or other equipment, wood piles and storage piles shall be walled in and/or concealed at all times, so that they may not be seen from any point beyond the building site on which they are located. One camper, recreational vehicle or motor home and/or one boat on a trailer, may be placed on said property, providing they are placed on the side or rear of the residence and be totally contained within 50 feet of that residence. Only operating campers, recreational vehicles, motor homes, boats and trailers, with current registration and licensing will be allowed to remain on any lot within the subdivision.

ADDENDUM TO
DECLARATION OF RESTRICTIVE COVENANTS
FOR SOARING EAGLE RANCH SUBDIVISION

In witness whereof we have set our hand and seal this 20th day of July, 2004 at Eagle Nest, Colfax County, New Mexico.

SOARING EAGLE INVESTMENTS, LIMITED

By: _____

James H. Steffler, Manager
 Soaring Eagle Ranch

STATE OF NEW MEXICO
 COUNTY OF COLFAX

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 20TH DAY OF JULY, 2004 BY JAMES H. STEFFLER, MANAGER, SOARING EAGLE INVESTMENTS.

NOTARY PUBLIC

My Commission Expires: August 31, 2004