

DECLARATION OF RESTRICTIVE COVENANTS
for
CHALET UNITS ONE, TWO AND THREE
ANGEL FIRE COUNTRY CLUB UNITS TWO AND THREE AND
GRANTS UNIT ONE

THE BACA GRANDE ANGEL FIRE

The Baca Grande Angel Fire Corporation, being the owner of Baca Grande Angel Fire Chalet Units One, Two and Three, Angel Fire Country Club Units Two and Three, and Grants Unit One, subdivisions of the County of Colfax, State of New Mexico, hereby declares that the declaration of Restrictive Covenants for The Baca Grande Angel Fire-Angel Fire Country Club Unit One, Colfax County, New Mexico, as filed on February 21, 1973, and recorded in Book 74, Instrument 2-314, Colfax County, State of New Mexico, is hereby extended to include and equally apply to each of the subdivisions named hereinabove, and by this reference made a part hereof as if set forth in full, excepting that these covenants and restrictions shall apply only to the numbered lots within these subdivisions as follows:

Subdivisions

Lot Numbers

Chalets Unit One
Chalets Unit Two
Chalets Unit Three
Angel Fire Country Club Unit Two
Angel Fire Country Club Unit Three
Grants Unit One

1-150 Inclusive
151-2026 Inclusive
2027-3433 Inclusive
1679-2211 Inclusive
1528-1678 Inclusive
1-48 Inclusive
52-372 Inclusive

THE BACA GRANDE ANGEL FIRE CORPORATION

By Lawrence W. Mobley
President

By Darrell H. Madsen
Assistant Secretary

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 16th day of August, 1973, before me, the undersigned Notary Public in the County of Maricopa, State of Arizona, personally appeared Lawrence W. Mobley, known to me to be the President, and Darrell H. Madsen, known to me to be the Assistant Secretary, of The Baca Grande Angel Fire Corporation, the corporation herein named and said President and Assistant Secretary did execute the within instrument on behalf of said corporation.

Margaret Falls
Notary Public

My commission expires:

My Commission Expires April 25, 1976

SUPPLEMENTAL DECLARATION OF RESTRICTIVE COVENANTS

THE BACA GRANDE ANGEL FIRE - CHALETS UNIT THREE

COLFAX COUNTY, NEW MEXICO

This Supplemental Declaration of Restrictive Covenants is made this 8th day of December, 1976, by The Baca Grande Angel Fire Corporation, herein referred to as "Declarant".

WHEREAS, Declaration of Restrictive Covenants have been recorded on the 17th day of August, 1973 in Misc. Book 75, Page 379, records of Colfax County, New Mexico affecting The Baca Grande Angel Fire Chalets Unit Three, a subdivision; and

WHEREAS, The Baca Grande Angel Fire Corporation is desirous of supplementing said Restrictions by adding thereto the below recited provisions; and

WHEREAS, The Baca Grande Angel Fire Corporation is the owner of all lots in Chalets Unit Three and is desirous of placing these restrictions on all the lots in The Baca Grande Angel Fire Chalets Unit Three for the mutual use, benefit and enjoyment of all the lots,

IT IS THEREFORE declared that the following restrictions shall run with the land and be part of the common plan as more particularly referred to in said Declaration of Restrictive Covenants for The Baca Grande Angel Fire Chalets Unit Three:

A. Every person, excepting Declarant, acquiring legal or equitable title to any lot or tract in Chalets Unit Three will automatically become a member of Angel Fire Property Owners Development Association, to be formed by Declarant, herein referred to as "Development Association", and with such ownership then every such person becomes subject to the requirements and limitations imposed in the Declaration of Restrictions and this Supplemental Declaration, and to the regulations and assessments of the Development Association, with the exception, however, of such person or persons who hold an interest in any such lot or tract merely as security for the performance of an obligation to pay money, e.g., mortgages, deeds of trust, or real estate contract purchases. However, if such a person should realize upon his security and become the real owner of a lot or tract within the Subdivision, he will then be subject to all the requirements and limitations imposed in these Restrictions on owners of lots and on members of the Association, including those provisions with respect to alienation and the payment of an annual charge.

B. The general purpose of the Development Association is to further and promote the overall welfare of the property owners in The Baca Grande Angel Fire Chalets Unit Three.

C. The Development Association shall be responsible to repair, construct, maintain, landscape, rehabilitate, restore or construct any improvements including but not limited to roads, water lines, electrical lines, and telephone lines, whether located on land owned by the Association or on public right-of-way or other properties of the membership of the Association. The Development Association's responsibilities shall collectively be referred to herein as "Improvements".

In the event that the Development Association at any time fails to properly construct or maintain such improvements, Declarant, in its sole discretion, may enter upon and make any and all repairs, or maintain any of the properties under the responsibility of the Association and may charge the Association for all such construction or maintenance.

D. The Development Association shall have all the powers that are to be set out in its Articles of Incorporation and By-Laws, and all other powers that belong to it by operation of law, including (but not limited to) the power to assess and collect from every member of the Association a uniform monthly charge per single-family residential unit and commercial tract within the Subdivision. The amount of such charge is to be determined by the Board of Directors of the Association for the purposes for which the Association is formed, payable, annually, monthly or otherwise, as determined by the Board of Directors, and provided further that no such charge shall ever be made against, or be payable by, Declarant, the Association itself, or any entity that may be created to acquire title to, and operate, the water, sewer, power, telephone, gas or similar utility serving Chalets Unit Three. Such charge shall be uniform within a particular Incremental Development Area. The amount of this charge may vary from one Incremental Development Area to another due to the status of development within an Incremental Development Area. The Incremental Development Areas are as follows:

Incremental Development Area I: Lots 2220-2238, 2397-2569, 2612-2642, 2721-2799, 2876-2908, 3077-3084, 3225-3242, 3293-3300.

Incremental Development Area II: Lots 2800-2850, 3153-3224, 3243-3292, 3301-3433.

Incremental Development Area III: Lots 2213-2219, 2360-2396, 2851-2875, 2909-3076, 3085-3152.

Incremental Development Area IV: Lots 2027-2212, 2238-2359, 2570-2611, 2643-2720.

The Board of Directors of the Association shall fix the amount of the annual charge per lot which shall be \$24.00 until December 31, 1991, subject to the above recited exclusions.

Every person who shall become the legal or equitable owner of any lot or commercial tract in the Subdivision by any means, is, by the act of acquiring such title, or by the act of contracting to acquire such title, held to have agreed to pay the Association all charges that the Development Association shall make in accordance with this Declaration. If such payment is not made when due, it shall bear interest from the due date at the rate of eight (8%) percent per annum. Until paid, such charges together with costs and reasonable attorney's fees required to secure payment thereof, shall constitute a perpetual lien on and against the property charged. The Development Association may publish the name of a delinquent member and may file notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorney's fees and may foreclose the lien in accordance with the laws of the State of New Mexico.

The Development Association shall, upon demand, at any time, furnish a list of members who have paid such assessment or of such members who are then delinquent in the payment of such assessments.

E. The fund accumulated as a result of the charges levied by the Development Association shall be used exclusively for the purpose of the Development Association as provided for herein.

F. Declarant reserves the right to expand the Development Association so as to include the future owners of any additional properties designated by Declarant. Declarant, by reference to these premises, can include these future owners for full participation in all benefits and responsibilities.

This Supplemental Declaration shall remain in full force and effect for the same term and/or the same conditions as the Declaration of Restrictions recorded August 17, 1973 in Misc. Book 75, page 379; provided:

1. Declarant may exclude any lots at any time which it owns in Chalets Unit Three;
2. This Supplemental Declaration cannot be amended without approval of two-thirds of all lot and tract owners and in no event prior to December 31, 1991 without the consent of Declarant.

As herein supplemented, the said Declaration of Restrictions recorded August 17, 1973 in Misc. Book 75, page 379 shall remain in full force and effect. Other subdivision units included in said Declaration of Restrictions shall not be affected by this Supplemental Declaration.

DATED: December 8, 1976.

THE BACA GRANDE ANGEL FIRE CORPORATIO

By *Bill Dittman* (President)

Recorded December 16, 1976, in Book 82, Page 470, Colfax County, State of New Mexico.

Recorded April 21, 1981, Misc. Book 98, Page 228

AMENDED DECLARATION OF RESTRICTIVE COVENANTS
OF GRANTS UNIT ONE
ANGEL FIRE, COLFAX COUNTY, NEW MEXICO

WHEREAS, The Baca Grande Angel Fire Corporation, now The Angel Fire Corporation, hereinafter referred to as Declarant, placed certain Restrictive Covenants on the use of lots 52 through 372, inclusive, in Grants Unit One, by virtue of Restrictive Covenants dated August 17, 1973 and recorded on August 17, 1973 in Miscellaneous Book 75 at Page 379, records of Colfax County, New Mexico; and

WHEREAS, Declarant desires to amend said Protective Covenants for lots 64 through 159, inclusive, and 261 through 354, inclusive; and

WHEREAS, Declarant is the owner of more than seventy-five percent (75%) of the lots which Declarant desires to amend and thereby, in accordance with the Restrictive Covenants;

NOW THEREFORE, Declarant declares said Restrictive Covenants are hereby amended by adding the following provision, as follows:

A reasonable number of animals or livestock for private, non commercial use and a reasonable number of usual household pets may be kept on any lot, subject to moderation by the Angel Fire Environmental and Architectural Control Committee.

EXCEPT as above stated, the aforesaid Restrictive Covenants as recorded in Miscellaneous Book 75 at Page 379 shall remain in full force and effect.

Filed For Record 7-1-97 at 4:01 PM Barbara Castillo, Recorder

AMENDED DECLARATION OF RESTRICTIVE COVENANTS FOR ANGEL FIRE CHALETS UNIT THREE COLFAX COUNTY, NEW MEXICO

WHEREAS, certain Restrictive Covenants have been placed on all lots in Angel Fire Chalets Unit Three by virtue of the Declaration of Restrictive Covenants recorded August 17, 1973 in Miscellaneous Book 75 at Page 379, records of Colfax County, New Mexico; and

WHEREAS, these Restrictive Covenants declare that the Declaration of Restrictive Covenants for the Baca Grande Angel Fire-Angel Fire Country Club Unit One, Colfax County, New Mexico, filed on February 21, 1973, and recorded in Book 74, Instrument 2-314, Colfax County, State of New Mexico, is extended to apply to all lots within Angel Fire Chalets Unit Three and

WHEREAS, the Declaration of Restrictive Covenants for the Baca Grande Angel Fire-Angel Fire Country Club Unit One, Colfax County, New Mexico, states that the Restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of such lots, and

WHEREAS, the Angel Fire Environmental and Architectural Control Committee (AFEACC) does declare that it has the power to solicit and tabulate such a vote, and does declare that over two-thirds (2/3) of the record owners did vote to amend the Declaration of Restrictive Covenants as follows:

Total lots/tracts within subdivision = 857
Total votes in favor of amendment = 854
Percentage in favor of amendment = 68.1%

NOW, THEREFORE, the AFEACC declares that said Declaration of Restrictive Covenants are hereby amended as follows:

Any building placed, erected, or maintained upon any lot shall be entirely constructed thereon, and the same shall not, or any part thereof, be moved to or from said lot.

DATED this 23rd day of June, 1997.

THE AFEACC

by Russell L. Seymour, Chairman

STATE OF NEW MEXICO)
County of Colfax)

Acknowledged before me this 23rd day of June, 1997, by Russell L. Seymour as Chairman of the Angel Fire Environmental and Architectural Control Committee for and on behalf of the Committee

My Commission expires 6/6/99



OFFICIAL SEAL
Lynda KC Burruss
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 6/6/99

DECLARATION OF RESTRICTIVE COVENANTS
FOR ANGEL FIRE
COUNTRY CLUB THREE A AMENDED

The Angel Fire Corporation, being the owner of Angel Fire Country Club Three A Amended being a replat of a portion of Baca Grande Angel Fire Country Club Unit One, a subdivision of the County of Colfax, State of New Mexico, hereby declares that the declaration of Restrictive Covenants for the Baca Grande Angel Fire-Angel Fire Country Club Unit One, Colfax County, New Mexico, as filed on February 21, 1973, and recorded in Book 74, Instrument 2-314, Colfax County, State of New Mexico, is hereby extended to include and equally apply to lots 1623, 1624, and Tract A of Angel Fire Country Club Three A Amended, except as modified below:

1. No domestic water well, or other type well, shall be drilled, constructed or utilized on any lot.
2. Section 7, Land Use and Improvements, is not applicable for Tract A, which use is set forth in the dedication of the plat for Country Club Three A Amended.

DATED this 8th day of September, 1982.

THE ANGEL FIRE CORPORATION

BY

Robert H. Walker
Vice President

BY

Darcy E. Jandrell
Assistant Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 8th day of September, 1982, before me, the undersigned Notary Public in the County of Maricopa, State of Arizona, personally appeared Robert H. Walker, known to me to be the Vice President, and Darcy E. Jandrell, known to me to be the Assistant Secretary, of The Angel Fire Corporation, the corporation herein named and said President and Assistant Secretary did execute and acknowledge the within instrument on behalf of said corporation.

My Commission Expires:

My Commission Expires Feb. 13, 1984

James M. Hendry
Notary Public

Filed For Record 7-1-97 at 4:02 PM Eastern Distric. Recorder

AMENDED DECLARATION OF RESTRICTIVE COVENANTS FOR ANGEL FIRE COUNTRY CLUB UNIT THREE A AMENDED COLFAX COUNTY, NEW MEXICO

WHEREAS, certain Restrictive Covenants have been placed on all lots in Angel Fire Country Club Unit Three A amended by virtue of the Declaration of Restrictive Covenants recorded October 15, 1982 in Miscellaneous Book 107 at Page 61, records of Colfax County, New Mexico; and

WHEREAS, these Restrictive Covenants declare that the Declaration of Restrictive Covenants for the Baca Grande Angel Fire-Angel Fire Country Club Unit One, Colfax County, New Mexico, filed on February 21, 1973, and recorded in Book 74, Instrument 2-314, Colfax County, State of New Mexico, is extended to apply to all lots within Angel Fire Country Club Three A amended and

WHEREAS, the Declaration of Restrictive Covenants for the Baca Grande Angel Fire-Angel Fire Country Club Unit One, Colfax County, New Mexico, states that the Restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of such lots, and

WHEREAS, the Angel Fire Environmental and Architectural Control Committee (AFEACC) does declare that it has the power to solicit and tabulate such a vote, and does declare that over two-thirds (2/3) of the record owners did vote to amend the Declaration of Restrictive Covenants as follows:

Total lots/tracts within subdivision = 3
Total votes in favor of amendment = 3
Percentage in favor of amendment = 100%

NOW, THEREFORE, the AFEACC declares that said Declaration of Restrictive Covenants are hereby amended as follows:

Any building placed, erected, or maintained upon any lot shall be entirely constructed thereon, and the same shall not, or any part thereof, be moved to or from said lot.

DATED this 23rd day of June, 1997.

THE AFEACC

by Russell L. Seymour
Russell L. Seymour, Chairman

STATE OF NEW MEXICO)
)
County of Colfax)

Acknowledged before me this 23rd day of June, 1997, by Russell L. Seymour as Chairman of the Angel Fire Environmental and Architectural Control Committee for and on behalf of the Committee

Lynda KC Burruss, Notary Public

My Commission expires 06/99



OFFICIAL SEAL
Lynda KC Burruss
NOTARY PUBLIC - STATE OF NEW MEXICO

My commission expires: 06/99