

RESTRICTIVE COVENANTS AGREEMENT

Agreement dated this 19th day of March, 1986, between THE ANGEL FIRE CORPORATION, a New Mexico Corporation ("Angel Fire") and NORTHCOAST BANCORP, a California Corporation ("Northcoast").

Angel Fire, as Declarant, placed certain Restrictive Covenants on all lots in Angel Fire Chalets One A Amended by virtue of the Declaration of Restrictive Covenants ("Restrictive Covenants") recorded October 15, 1982, in Miscellaneous Book 107, at Page 57, records of Colfax County, New Mexico. Such Restrictive Covenants were modified in part by a Warranty Deed ("Warranty Deed") conveying Tracts A, B, D, E and F in Angel Fire Chalets One A Amended from Angel Fire to First Denver Development recorded April 17, 1984, in Deed Book 158 at Page 225, records of Colfax County, New Mexico.

Angel Fire and Northcoast own all of Angel Fire Chalets One A Amended. Angel Fire is the owner of Tract C. Northcoast is the owner of Tracts A, B, D, E and F in Angel Fire Chalets One A Amended by virtue of a Commissioner's Deed recorded January 13, 1986, in Deed Book 166, at Page 984, records of Colfax County, New Mexico.

Angel Fire and Northcoast desire to delete and amend said Restrictive Covenants and Warranty Deed. Therefore, it is mutually agreed, 1) said Restrictive Covenants are hereby deleted in their entirety, and 2) the third from the last paragraph of the Warranty Deed relating to "Permitted Uses" and the next following paragraph commencing with "Grantee and his assigns..." and relating to real estate, timeshare and property management are hereby deleted. The reserved to Angel Fire easements in the Warranty Deed are to remain in full force and effect and run with the land.

It is agreed that the Declaration of Restrictive Covenants for the Baca Grande 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 Tracts A, B, C, D, E and F of Angel Fire Chalets One A Amended, except as modified below:

1. No domestic water well, or other type well, shall be drilled, constructed or utilized within the subdivision.

2. Uses Permitted, paragraph C, and Minimum Living Area, paragraph D, under Section 7, Land Use and Improvements, is not applicable to Tracts A, B, C, D, E, and F, which uses and minimum living areas are set forth below:

A. Use, building and structures for (I) residential purposes including single family detached, townhome and condominiums; and (II) apartment use; and (III) commercial uses.

B. All such uses in A above are consistent with the overall resort theme of Angel Fire and that such uses are consistent with any other existing Declaration of Restrictive Covenants recorded by Angel Fire that are applicable to such intended uses.

C. The use of the subject property for timeshare or interval type uses or ownership is specifically prohibited.

D. Any development plans reflecting the various proposed uses of the property, are subject to approval by The Environmental and Architectural Control Committee in accordance with the Committee's requirements and by Angel Fire, which approval will not be unreasonably withheld. If Angel Fire fails to act on a proposed development plan, as submitted in writing within (30) days of receipt by Angel Fire, such development plan shall be deemed approved.

E. In addition to the uses set forth in A and B above, the permitted use of Tract C may include the commercial operation of a recreation vehicle park limited to short term usage by trailers and other recreational vehicles and permanent structures as may be needed, subject to Environmental and Architectural Control Committee approval.

F. Minimum square footage of buildings shall be dependent upon use of property as set forth above and shall be consistent with plans and specifications approved by the Environmental and Architectural Control Committee.

3. The above permitted uses shall run with the land and be binding upon successors and assigns of the parties and shall remain in full force and effect until December 31, 2010. Except as modified herein all provisions of said Declaration of Restrictive Covenants for the Baca Grande Angel Fire Country Club Unit One shall remain in full force and effect.

DATED this 19 day of March, 1986.

NORTHCOAST BANCORP

THE ANGEL FIRE CORPORATION

BY [Signature]

BY [Signature]
Vice President

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

On this 20th day of March, 1986, 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 of The Angel Fire Corporation, the corporation herein named and said President did execute and acknowledge the within instrument on behalf of said corporation.

My Commission Expires:

[Signature]
Notary Public

My Commission Expires Feb. 19, 1989

