

Filed For Record 4/22/88 at 10:12AM Barbara Castillo, Recorder

DECLARATION OF RESTRICTIVE COVENANTS FOR
WOODRUN UNIT 1, 2, & 3

The Angel Fire Ski Corporation, being the owner of Woodrun Units 1, 2, & 3, a subdivision of Colfax County, New Mexico, plat filed April 22, 1988, in plat book 8, page 347, in the records of the County Clerk's office in Colfax County, New Mexico, hereby declares that the Declaration of Restrictive Covenants for The Baca Grande Angel Fire - Angel Fire Country Club Unit One, as filed on February 21, 1973 and recorded in Book 74, Instrument 2 - 314, in the records of the County Clerk's office in Colfax County, New Mexico, is hereby extended to include and equally apply to Lots 1 - 56 in Woodrun Unit 1, and to all lots in Woodrun Units 2 & 3 and that the Amended Protective Covenants of Commercial Area and Apartment Sites of Angel Fire Village Unit One, Colfax County, New Mexico, as filed May 24, 1976, and recorded in Book 81, Page 264, in the records of the County clerk's office in Colfax County, New Mexico, is hereby extended to include and equally apply to tracts 1 - 9 of Woodrun Unit 1 except as modified below:

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

2. There are easements reserved as shown on the subdivision plat to provide ingress and egress for

skiers and to further provide The Angel Fire Ski Corporation or its assigns access for further slope construction and maintenance of adjoining ski runs. No construction, slope alteration, tree cutting, vegetation removal, building, or improvements of any kind or nature whatsoever, shall be allowed within said easements, nor shall any brush, rock, fill, debris, or materials of any kind or nature be permitted at any time on or within said easements.

3. The minimum lot size for each lot shall be 1/2 acre for all lots in Woodrun Units 2 & 3.
4. As to Tracts 1 - 9 in Woodrun Unit 1, The Angel Fire Ski Corporation at its option on or before January 1, 1999, shall have the right to further subdivide such Tracts. The minimum size of such Tracts shall be 1/2 acre and the maximum number of lots shall be 40.
5. If Tracts 1 - 9 in Woodrun Unit 1 are subdivided they shall be subject to single family use and to the Declaration of Restrictive Covenants for The Baca Grande Angel Fire - Angel Fire County Club Unit One as filed on February 21, 1973 and recorded in Book 74, Instrument 2 - 314, in the office of the County Clerk in Colfax County, New Mexico. As to Tracts 1 - 9 in

Woodrun Unit One, if not subdivided in accordance with 4 above, such tracts shall be subject to multi-family use, with the following restrictions:

- a. Tract coverage by buildings, parking, interior road-ways, and number of dwelling units shall not exceed 50% of net land area, but number of dwelling units shall not exceed 24 per acre. Net land area as used above shall mean the square footage of the tract.

- b. The following minimum building setbacks shall be required:
25 feet from all roadway right-of-way
35 feet from any side line adjoining single family lots
35 feet from any lot line adjoining ski runs (see Number 2, above)

- c. On-site parking shall be provided at the rate of 1.5 spaces per multi-family dwelling unit, except for housing units for employees for which 1.0 spaces per unit will be permitted. The minimum area allowed per one space of parking shall be 300 square feet for multi-family tracts. No parking area shall be permitted allowing vehicles to back onto any roadway.

- d. Sewage disposal is to be by virtue of a central sewage disposal system and no individual sewage disposal systems are allowed. Tracts shall be connected to the central sewage system.
- e. The height limitation in unit 1 for commercial and multi-family structures shall be 40 feet from the top of foundation to the highest point of the roof. It is recommended but not required that sprinkler systems be installed in commercial and multi-family buildings.
6. The installation of water saver fixtures shall be required for interior and exterior usage in the construction of any single family residence or multi-family building. Said water saver fixtures shall be clearly shown on plans and specification submitted to the Angel Fire Environmental and Architectural Control Committee. No approvals shall be given by the Committee unless water saver fixtures are provided.
7. The site plan submitted for approval to the Angel Fire Environmental and Architectural Control Committee shall include the location of all proposed cuts and fills required for lot grading. Cuts in excess of six feet

must be approved by the Committee. All finished slopes shall not exceed a slope of 2:1 and shall be properly revegetated. Driveway slopes shall not exceed 8%.

8. ~~As to the following lots, there is reserved and created~~
a perpetual easement to provide for adequate construction and maintenance of adjoining roads including roadway excavated cut slopes and embankment fill slopes, and utilities, all due to terrain slope conditions:
9. The Angel Fire Property Owners Association shall have the power to assess and collect from lot owners within the subdivision as filed by Declarant, a monthly charge of up to one and one-half (1.5) times the uniform monthly charge as provided for in the Declaration of Restrictive Covenants for The Baca Grande Angel Fire-Angel Fire County Club Unit One subdivision.
10. Unit such time as the Association has obtained ownership of all or a part of the common areas, there shall be an annual assessment or private resort membership fee due and payable to the Declarant. Every person who shall become the legal or equitable owner of any lot in the Subdivision by any means, is, by the act of acquiring such title, held to have agreed to pay the

Declarant the membership fee, as from time to time adjusted. If such payment is not made when due, it shall bear interest from the due date at the legal rate of interest. Unit paid, such charges together with costs and reasonable attorney's fees required to secure payment thereof, shall constitute a perpetual lien on the against property charged. The Declarant 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.

Dated the 21st day of April, 1988.

THE ANGEL FIRE SKI CORPORATION
By John M. McIntosh
President
By Wendy K. Anderson
Vice President & Assistant Secretary

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO
COUNTY OF Colfax
The foregoing instrument was acknowledged me this
21st day of April, 1988,

by John McIntosh
(Name of Officer)
President of Angel Fire Corporation
(Title of Officer) (Name of Corporation Acknowledging)

a New Mexico corporation, on behalf of
(State of Incorporation)
said corporation.

John R. Cisio
Notary Public
My commission expires : 9-13-89



1313 ✓

STATE OF NEW MEXICO } ss.
COUNTY OF COLFAX }

This instrument was filed for record
on this 22nd day of April

1988 A.D. at 10:12 o'clock

A. M., and duly recorded in Book

121 of MISC page 333-1338

Barbara Castillo

County Clerk

By [Signature] Deputy

1988 April 22 10:12 A.M.