

DECLARATION OF RESTRICTIVE COVENANTS FOR
ANGEL FIRE COUNTRY CLUB UNIT ONE AND TWO REAMENDED

The Angel Fire Corporation, being the owner of Angel Fire Country Club Unit One and Two Reamended, a subdivision of Colfax County, New Mexico, plat filed February 11, 1981 in Book 8 of Plats at Page 140, 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, Colfax County, State of New Mexico, is hereby extended to include and equally apply to each and every lot (1001 through 1382, inclusive) of Angel Fire Country Club Unit One and Two Reamended, except as modified below:

1. As to Lots 1001 through 1291, inclusive, sewage disposal is to be by virtue of a central sewage disposal system and no individual sewage disposal systems are allowed. All of the above referred to lots must be connected to the central sewage system.

2. No domestic water well, or other type well, shall be drilled, constructed or utilized on any lot.

3. The minimum lot size shall be that shown on the recorded subdivision plat of Angel Fire Country Club Unit One and Two Reamended and no lot may be further divided, utilized or transferred unless in conjunction with an adjoining full sized lot having a common side line boundary.

4. The Environmental and Architectural Control Committee shall have the right to control site grading and the building and improvement plans so as to minimize the size of cuts and fills, avoid concentration of storm and snow melt run-off, and to otherwise minimize erosion problems and maintain a desirable environment. In reviewing development plans, the committee shall consider whether the design is such as to accommodate the terrain. The committee may withhold approval of any plans for construction which in its opinion do not conform to the site. Failure of a lot owner to control erosion on his lot shall be considered an annoyance or nuisance. Each lot owner shall fully control erosion on his lot and shall avoid the concentration of run-off waters on his lot and shall promptly repair any erosion damage.

5. As to lots adjoining the golf course, no fence or other structure shall be constructed on any golf course easement or within 25 feet of the lot line that adjoins the golf course.

6. The Declaration of Restrictive Covenants for Angel Fire Country Club Unit One and Two Amended as recorded August 25, 1978, as Instrument No. 3-540, as to lots which are included within the aforesaid reamended plat of Angel Fire Country Club Unit One and Two, is hereby superseded by the provisions of this Declaration of Restrictive Covenants for Angel Fire Country Club Unit One and Two Reamended above.

DATED this 13th day of April, 1981.

THE ANGEL FIRE CORPORATION

BY [Signature]
Vice President

BY [Signature]
Assistant Secretary