

DECLARATION OF RESTRICTIVE COVENANTS FOR
ANGEL FIRE WEST VILLAGE

The Angel Fire Corporation, being the owner of Angel Fire West Village, a subdivision of Colfax County, New Mexico, plat filed August 31, 1982, in plat book 8, page 227 and pages 253-267, inclusive, 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 lots 20-37, inclusive, 64-156, inclusive, and 166-170, inclusive of Angel Fire West Village 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, Colfax County, State of New Mexico, is hereby extended to include and equally apply to lots 1-4, inclusive, 6-19, inclusive, 38-63, inclusive, 157-165, inclusive, and 171-182, inclusive of Angel Fire West Village, except as modified below:

1. As to lots 1-4, inclusive, 6-19, inclusive, 38-53, inclusive, 157-165, inclusive, and 171-182, 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. As to lots 20-37, inclusive, 54-156, inclusive, and 166-170, inclusive, owner shall seek approval of an individual sewer system on his lot from governmental agencies.
3. As to lots 166-170, inclusive, each lot may be split or partitioned into two lots subject to compliance with requirements set forth by agencies of the County and State, the recorded Restrictive Covenants of Angel Fire Country Club Unit One, notwithstanding.
4. As to lot 166, if used for a church site as set forth herein under 8A, Land Use, declarant reserves the right to create an easement for parking. Said easement shall lie in the common area of Angel Fire Country Club Unit One, Tract "I", adjacent to the northeasterly side property line of lot 166 comprising an area of not more than 2 acres square feet to be more particularly described by declarant upon submission of plans and specifications by the owner of lot 166 to the Environmental and Architectural Control Committee. If said easement is created, it and the land it envelopes may not be used by the owner of lot 166 for any other improvements and is reserved for the common benefit of the owners and future owners of lots in Angel Fire Country Club Unit One as "common benefit" is defined in the dedication of the plat filed for record February 21, 1973, Plat Book 5, Page 19, Colfax County, New Mexico. The foregoing conditions of this paragraph shall prevail, contrary side lot line setback restrictions, notwithstanding.
5. As to lot 1, there is an easement reserved exclusively for The Angel Fire Corporation, its successors and assigns for ingress and egress and the installation, maintenance and restoration of signs, fence, rails

planters, other landscaping and appurtenances thereto. This easement comprises the northerly 248 feet of the easterly 30 feet of lot 1.

6. As to lot 25, there is an easement created for the installation of an individual sewer system serving lot 25. Said easement lies in the common area of Angel Fire Country Club Unit One, Tract "1", adjacent to and extending northwesterly 50 feet from the rear property line of lot 25 and bounded on the east and west by the northwesterly extension of the side lot lines of lot 25. Said easement and the land it envelopes may not be used by the owner of lot 25 for any other improvements and is reserved for the common benefit of the owners and future owners of lots in Angel Fire Country Club Unit One as "common benefit" is defined in the dedication of the plat filed for record February 21, 1973, Plat Book 5, Page 19, Colfax County, New Mexico. The foregoing conditions of this paragraph shall prevail, contrary back lot line setback restrictions, notwithstanding.

7. The minimum lot size shall be that shown on the recorded subdivision plat of Angel Fire West Village excepting lots 166-170, inclusive.

8. Land Use

A. All lots below shall be subject to the following use restrictions:

Lots 1, 3, 4, 6, 9, 15-17, inclusive - commercial, only;
Lots 2, 7, 8, 10-14, inclusive, 18, 19, 38-63, inclusive, 157-165, inclusive, and 171-181, inclusive - multi-family only;
Lot 182 - recreation commercial uses only, specifically described as roller skating, dancing, game room (arcade) activities, and bowling, with stand up fast food and beverage service as support commercial and prohibiting the sale of, serving of, or allowing alcoholic beverages on the premises. No other commercial activities shall be permitted other than those specified, above.
Lot 166 - two single-family residential detached dwellings per lot, and/or a church including complimentary attached or detached structures such as educational building and minister's residence.
Lots 167-170, inclusive - two single-family residential detached dwellings per lot.

B. Lot coverage by buildings, parking, roads; and number of dwelling units shall not exceed those shown as follows:

Lots 1, 3, 4, 6, 9, 15-17, inclusive and 182 - maximum lot coverage of 85% of net land area;
Lots 2, 7, 8, 10-14, inclusive, 18, 19, 171-181, inclusive - maximum lot coverage of 60% of net land area but number of dwelling units shall not exceed 10 per acre;
Lots 38-63, inclusive and 157-165, inclusive - coverage of 50% of net land area but number of dwelling units shall not exceed 2 per lot.

Net land area as used above shall mean the square footage of the lot.

C. *The following minimum building setbacks shall be required on all commercial and multi-family lots:*

Front yard - 20 feet;
Back yard - 20 foot average but not less than 10 feet at any one point;
Side yard - 10 feet.

D. Onsite parking shall be provided in accordance with the following minimum ratios:

As to lots 2, 7, 8, 10-14, inclusive, 18, 19, and 171-181, inclusive - 1.5 spaces per multi-family dwelling unit except for housing units for employees for which .5 space per unit will be permitted.

As to lots 38-63, inclusive and 157-165, inclusive - 2.0 spaces per multi-family dwelling unit.

Commercial parking shall be provided at the minimum ratio of 1 space per 400 square feet of commercial floor area, but no less than 4 spaces per commercial business.

Commercial parking for lot 182 and 166 (if lot is used as a church site) shall be provided at the minimum ratio of 1 space per 250 square feet of community center building and church (if applicable) floor area but no less than a parking area for 20 cars.

The minimum area allowable per one space of parking shall be 300 square feet for all commercial and multi-family lots. No parking area shall be permitted allowing vehicles to back onto any roadway.

DATED this 25th day of January, 1983.

THE ANGEL FIRE CORPORATION

By [Signature]
Vice President

By [Signature]
Assistant Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 25th day of January, 1983, 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. Langdell, known to me to be the Assistant Secretary, of The Angel Fire Corporation, the corporation herein named and said Vice President and Assistant Secretary did execute and acknowledge the within instrument on behalf of said corporation.

My Commission Expires:

2-13-84

[Signature]
Notary Public