

DECLARATION OF RESTRICTIVE COVENANTS FOR ANGEL FIRE VILLAGE NORTH

The Angel Fire Corporation, being the owner of Angel Fire Village North, a subdivision of Colfax County, New Mexico, plat filed September 14, 1983, in plat book 8, page 283, 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 37-41, inclusive, 72-88, inclusive, 93-126, inclusive, and 130-283, inclusive of Angel Fire Village North 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 1-36, inclusive, 42-71, inclusive, 89-91, inclusive and 127-129, inclusive of Angel Fire Village North, except as modified below:

- 1. No domestic water well or other type well shall be drilled, constructed or utilized within the subdivision.
2. As to the following lots, there is reserved an easement to provide for adequate construction and maintenance of adjoining roads and utilities due to slope conditions. No construction, slope alteration, tree cutting, vegetation removal, building, or improvement of any kind or nature, whatsoever, except for one driveway not to exceed 20 feet in width each, shall be allowed within said easement, subject to a permit being granted by Colfax County for such encroachment.

Table with 2 columns: Lot Number and Description of Easement. Includes handwritten 'lot' above the first entry. Rows include Lots 85 through 89, 108, 119, 101, 140, 141, and 142.

Lot 144 Extending 10 feet from the lot line adjoining
Back Basin Road

Lot 154 Extending 10 feet from the lot line adjoining
Back Basin Road

Lot 150 Extending 10 feet from the lot line adjoining
Back Basin Road

Lot 151 Extending 10 feet from the lot line adjoining
Back Basin Road

Lot 251 Extending 10 feet from the lot line adjoining
Back Basin Road

Lot 252 Extending 10 feet from the lot line adjoining
Back Basin Road

Lot 269 Extending 10 feet from the lot line adjoining
Back Basin Road

Lot 273 Extending 10 feet from the lot line adjoining
Back Basin Road

Lot 97 Extending 10 feet from the lot line adjoining
Back Basin Road

Lot 100 Extending 15 feet from the lot line adjoining
Valley Road

Lots 120 through 122,
inclusive Extending 10 feet from the lot line adjoining
Valley Road

Lot 129 Extending 20 feet from the lot line adjoining
Valley Road

Lots 130 through 139,
inclusive Extending 15 feet from the lot line adjoining
Valley Road

Lot 275 Extending 20 feet from the lot line adjoining
Back Basin Road

Lot 241 Extending 20 feet from the lot line adjoining
Back Basin Road

Lot 240 Extending 15 feet from the lot line adjoining
Back Basin Road and 15 feet from the lot line
adjoining Snowbird Lane

Lot 238 Extending 10 feet from the lot line adjoining
Snowbird Lane

Lot 239 Extending 10 feet from the lot line adjoining
Back Basin Road

Lot 224 Extending 10 feet from the lot line adjoining
Steamboat Lane and 10 feet from the lot line
adjoining Back Basin Road

3. An easement is reserved for ingress and egress extending 40 feet from the South property line of Lot 128. Said easement for ingress and egress is provided for the benefit of Lots 128 and 129 and the construction and maintenance of any roadway shall be the complete responsibility of Declarant's purchasers of said lots. Declarant shall have no responsibility for the construction and maintenance of any roadway.
4. As to Lots 1-36, inclusive, 42-71, inclusive, 89-91, inclusive, and 127-129, 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.
5. As to Lots 37-41, inclusive, 72-88, inclusive, 93-126, inclusive, and 130-283, inclusive, owner shall seek approval of an individual sewer system on his lot from governmental agencies.
6. The minimum lot size for each lot shall be that shown on the recorded subdivision plat of Angel Fire Village North.
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. 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 specifications submitted to the Angel Fire Environmental and Architectural Control Committee. No approvals shall be given by the Committee unless water saver fixtures are provided.
9. Land Use
 - A. All lots below shall be subject to the following use restrictions:

Lots 1-36, inclusive, 42-71, inclusive, 89-91, inclusive, and 127-129, inclusive - multi-family only
 - B. Lot coverage by buildings, parking, roads, and number of dwelling units shall not exceed those shown as follows:

Lots 89-91, inclusive and 127-129, inclusive - maximum lot coverage of 60% of net land area but number of dwelling units shall not exceed 10 per acre;

Lots 19-36, inclusive - coverage of 50% of net land area but number of dwelling units shall not exceed 2 per lot;
 Lots 5, 10-18, inclusive; 42, 43, 48-51, inclusive; 53-55, inclusive, 59-62, inclusive; 67-69, inclusive; and 71 - coverage of 50% of net land area but number of dwelling units shall not exceed 3 per lot;
 Lots 1-4, inclusive; 6-9, inclusive; 44-47, inclusive; 52, 56-58, inclusive; 63-66, inclusive; and 70 - coverage of 50% of net land area but number of dwelling units shall not exceed 4 per lot.

C. The following minimum building setbacks shall be required on all 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 89-91, inclusive, and 127-129, 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 1-36, inclusive and 42-71, inclusive - 2.0 spaces per multi-family dwelling unit.

DATED this 27th day of December, 1983.

THE ANGEL FIRE CORPORATION

By Robert H. Walker
 Vice President

By D. E. Langdell
 Assistant Secretary

STATE OF ARIZONA)
) ss.
 County of Maricopa)

On this 27th day of December, 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 D. 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:

My Commission Expires Apr. 20, 1987

 Notary Public