

**DECLARATION OF RESTRICTIVE COVENANTS FOR
ANGEL FIRE CHALET'S UNIT 4**

The Angel Fire Corporation, hereinafter referred to as Declarant, being the owner of Angel Fire Chalets Unit 4, a subdivision of Colfax County, New Mexico, plat filed October 3, 1983, in plat book 8, page 285, 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 1-142, inclusive, and 145-165, inclusive, of Angel Fire Chalets Unit 4, except as modified below:

1. No domestic water well or other type well shall be drilled, constructed or utilized within the subdivision.
2. The minimum lot size for each lot shall be that shown on the recorded subdivision plat of Angel Fire Chalets Unit 4.
3. 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%.
4. 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:

said easement shall run parallel with and 20 feet from the lot line adjacent to Back Basin Road of lots 1 through 70, inclusive; 73 through 106, inclusive; 141, 142, 146 through 150, inclusive; and 155 through 165, inclusive;

said easement shall run parallel with and 25 feet from the lot line adjacent to Back Basin Road of lots 71, 72, and 151 through 154, inclusive;

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said easement shall run parallel with and 40 feet from the lot line adjacent to Back Basin Road of lot 145;

said easement shall run parallel with and 40 feet from the lot line adjacent to Back Basin Road and 40 feet from the lot line adjacent to Taos Drive of lot 140.


5. As to each of the following groups of lots, there is reserved and created a reciprocal perpetual easement for purposes of ingress and egress for the benefit of the lots within each lot group. The construction and maintenance of any roadway, which must lie within said easement, shall be the complete responsibility of the purchasers of each lot group and the Declarant shall have no responsibility for the construction or maintenance of any such roadway.

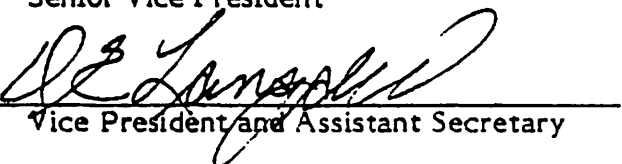
- Lot Group A Said easement for ingress and egress shall run parallel with and 30 feet from the lot line adjacent to Back Basin Road of lots 101, 102, 103, and 104.
- Lot Group B Said easement for ingress and egress shall run parallel with and 30 feet from the lot line adjacent to Back Basin Road of lots 148, 149, and 150.
- Lot Group C Said easement for ingress and egress shall run parallel with and 30 feet from the lot line adjacent to Back Basin Road of lots 145, 146, 147, and 148.
- Lot Group D Said easement for ingress and egress shall run parallel with and 30 feet from the lot line adjacent to Back Basin Road of lots 161 and 162.

6. 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 Country Club Unit One subdivision.
7. Until 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, or by the act of contracting to acquire 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. Until paid, such charges together with costs and reasonable attorney's fees required to secure payment thereof, shall constitute a perpetual lien on and against the 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 this 31st day of October, 1984.

THE ANGEL FIRE CORPORATION

By 
Senior Vice President

By 
Vice President and Assistant Secretary

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 31st day of October, 19 84, 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 Senior Vice President and D. E. Langdell, known to me to be the Vice President and Assistant Secretary, of The Angel Fire Corporation, the corporation herein named and said officers did execute and acknowledge the within instrument on behalf of said corporation.

My Commission Expires:

My Commission Expires May 23, 1988

Judy L. Libbern
Notary Public

