

Disclosure Statement

Exhibit A

Amended and Restated Condominium Declaration For The Grande at Angel Fire

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Amended and Restated Condominium Declaration For The Grande at Angel Fire

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EXHIBITS

- Exhibit A.....Condominium Plat and Plans**
- Exhibit B.....Unit Floor Plans**
- Exhibit C.....List of Units and Allocated Interests**
- Exhibit D..... LCE Garage Assignment Form**

**PURPOSE OF AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR
THE GRANDE AT ANGEL FIRE**

RECITALS

- A. On December 29, 2008, The Grande at Angel Fire, L.L.C., a New Mexico limited liability company (“Declarant”), pursuant to the New Mexico Condominium Act [Chapter 47, Articles 7A, 7B, 7C and 7D, NMSA 1978], recorded a ‘Condominium Declaration for The Grande at Angel Fire, a Condominium’ (“Condominium”), as Document No. 200804435, in the records of Colfax County, New Mexico (“Original Declaration”);
- B. The Grande at Angel Fire Association, Inc. (“Association”) is the New Mexico nonprofit association of Unit Owners responsible for maintaining and insuring the Common Elements and otherwise managing the affairs of the Condominium;
- C. The Bylaws of the Association were recorded on December 29, 2008, in the records of Colfax County, New Mexico (“Bylaws”);
- D. In order to better provide for the management and operation of the Condominium, the Declarant, owner of all Units within the Condominium, has resolved to adopt the following Amended and Restated Condominium Declaration for The Grande at Angel Fire, amending the terms found in the Original Declaration.

Now, therefore, the Declarant, with the requisite consents, adopts the following Amended and Restated Declaration which shall completely supplant and replace the Original Declaration described in Paragraph “A”, above, with respect to the subject matter herein.

ARTICLE 1

Restatement and Submission of the Property; Defined Terms

1.1 Restatement and Submission of the Property.

The Grande at Angel Fire, L.L.C., a New Mexico limited liability company (“Declarant”), hereby submits the real property described on **Exhibit A**, together with all easements, rights and appurtenances thereto (“Property”) to the provisions of Chapter 47, Articles 7A, 7B, 7C and 7D, NMSA 1978 (“Condominium Act” or “the Act”), for the purpose of forming a condominium to be known as The Grande at Angel Fire, a Condominium.

1.2 Defined Terms.

Terms not otherwise defined herein or on the Plat and Plans, Exhibits or Bylaws, as each may be amended, shall have the meanings specified in §47-7A-3 of the New Mexico Condominium Act.

- 1.2.1 **Act:** the New Mexico Condominium Act (New Mexico Statutes Annotated 1978, 47-7A-1 to 47-7D-20), as amended from time-to-time.

- 1.2.2 **Articles of Incorporation** or **Articles**: the Articles of Incorporation of The Grande at Angel Fire Association, Inc. filed with the New Mexico Secretary of State.
- 1.2.3 **Assessment**: the assessments levied on all Units by the Association to fund Common Expenses, including reserves, for the general benefit of all Units.
- 1.2.4 **Association**: *The Grande at Angel Fire Association, Inc.*, an incorporated New Mexico nonprofit corporation, its successors and assigns.
- 1.2.5 **Board of Directors** or **Board**: the three (3) member executive body of the Association, responsible for the day-to-day management and operation of the Association as further described herein and in the Bylaws.
- 1.2.6 **Building**: the building structure erected on the Property containing the residential Units.
- 1.2.7 **Bylaws**: the Bylaws of the Association.
- 1.2.8 **Common Elements**: all portions of the Condominium other than the Units, and shall include, without limitation:
- (a) all of the land, appurtenances, and beneficial easements which are part of the Property, including, without limitation, all access easements, utility easements and other easements benefiting the Property;
 - (b) all foundations, columns, girders, beams, and supports of any Building;
 - (c) all patios, doors and windows (subject to reservation for individual Owner use as Limited Common Elements, as hereafter defined and provided);
 - (d) the exterior walls and roof of any Building, the main or bearing walls within any Building, the main or bearing sub-flooring, and the roof of any Building;
 - (e) the unfinished surfaces of the floors, ceilings, and perimeter walls of the Units, as well as non-weight bearing walls and building structures within the Units;
 - (f) entrances, exits, vestibules, and hallways not within any Unit;
 - (g) driveways and parking areas;
 - (h) other parts of the Property necessary in common use or convenient to its existence, maintenance, and safety;
 - (i) landscaping;
 - (j) equipment, piping, conduits, and installations used in connection with the provision of common utilities serving the Property; and fixtures and decorating in common areas;
 - (k) any other areas shown as "Common Elements" on the Plat; and

- (l) those areas and things within the definition of “Common Elements” as set forth in the Act.
- 1.2.9 **Common Expense(s):** the expenses incurred or anticipated to be incurred by the Association for the general benefit of all Units, including, but not limited to:
- (a) those expenses incurred for administration, management, maintenance, repair, alteration, replacement, renovation, reconstruction, restoration, and operation of the Common Elements;
 - (b) expenses determined by the Association to be Common Expenses and which are lawfully assessed against Owners;
 - (c) expenses declared to be Common Expenses by the Act or the Condominium Instruments; and
 - (d) reserves established for capital repairs and replacements.
- 1.2.10 **Common Furnishings:** the furniture, appliances, equipment and any other personal property conveyed by the Declarant to the Association or from time to time owned or leased by the Association and held for use in common by the Owners.
- 1.2.11 **Community Rules:** Regulations of the Association, adopted by the Board of Directors of the Association pursuant to §47-7C-2 NMSA 1978.
- 1.2.12 **Condominium:** *The Grande at Angel Fire, a Condominium* created by this Declaration, including any supplements or amendments to this Declaration.
- 1.2.13 **Condominium Instruments:** this Declaration, the Bylaws, Articles of Incorporation, Community Rules, and the Plat and Plans, as each may be supplemented or amended from time-to-time. Any exhibit, schedule, or certification accompanying a Condominium Instrument is a part of that Instrument.
- 1.2.14 **Costs of Enforcement:** all monetary fees, fines, late charges, interest, expenses, costs, including receiver’s and appraiser’s fees, and reasonable attorneys’ fees and disbursements, including legal assistants’ fees, incurred by the Association in connection with the collection of Assessments or in connection with the enforcement of the terms, conditions and obligations of the Condominium Instruments.
- 1.2.15 **Limited Common Elements:** a portion of the Common Elements reserved for the exclusive use of one or more but less than all Units, as more particularly set forth in this Declaration or as shown on the Condominium Plat and Plans.
- 1.2.16 **Managing Agent:** a person or entity contracted by the Board to perform some or all of the delegable management and operational functions of the Association.

- 1.2.17 **Management Agreement:** any contract or arrangement entered into for purposes of discharging the responsibilities of the Board relative to the operation, maintenance, and management of the Condominium.
- 1.2.18 **Mortgagee:** the holder of a first Security Interest in a Unit.
- 1.2.19 **Occupant:** any Person occupying all or any portion of a Unit for any period of time, regardless of whether such Person is a tenant, the Owner of such property, or a Guest of either. "Occupancy" shall be defined to mean the actual occupancy of any Unit in a manner consistent with the normal usage and purposes of the Unit or the right to so occupy the Unit, regardless of whether such right is ever exercised. It shall be presumed from the exercise of rights of a landlord even though actual occupancy is by a tenant or licensee. The terms "occupy", "occupancy", and "use" are synonymous for the purposes of this Declaration and any other Condominium Instruments.
- 1.2.20 **Owner or Unit Owner:** each record title holder of a Unit within the Condominium, but not including any Mortgagee. In the event a Unit is held in trust or owned by a legal entity, the term shall also include the trustee, an officer or director, manager or member or the owner of a beneficial interest in the entity.
- 1.2.21 **Person:** any individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity.
- 1.2.22 **Plans:** the floor plans for each Unit type, attached hereto as Exhibit "B".
- 1.2.23 **Plat:** "The Grande at Angel Fire, a Condominium First Amended Condominium Plat and Plans", filed on July 27, 2021, as Document No. 202102686, in the real property records of Colfax County, New Mexico, attached as Exhibit "A".
- 1.2.24 **Property:** the real property described on Exhibit "A".
- 1.2.25 **Reserved Common Elements:** a portion of the Common Elements designated by the Directors for the exclusive use of one or more but fewer than all the Units, pursuant to §47-7C-2 NMSA 1978, and as described in Section 4.2, below.
- 1.2.26 **Reserve Assessments:** the Assessments levied by the Association on all Units to fund reserves for the general benefit of all Units.
- 1.2.27 **Security Interest:** an interest in real estate created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, land sales contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.
- 1.2.28 **Special Assessment:** an assessment levied by the Association for the purpose of defraying in whole or in part the cost of any reconstruction, repair or

replacement of a capital improvement, including fixtures and personal property related thereto, or to cover unbudgeted expenses or expenses in excess of those budgeted.

1.2.29 **Special Declarant Rights:** rights reserved for the benefit of the Declarant as defined in §47-7A-3 NMSA 1978.

1.2.30 **Unit or Condominium Unit:** that portion of the Condominium intended for separate ownership and use and depicted as such on the Plat and shall include the undivided ownership in the Common Elements assigned to the Unit by this Declaration.

Terms not otherwise defined herein or in the Plat, Plans, Exhibits, or Bylaws, or in any amendment hereto, shall have the meanings specified in §47-7A-3 of the New Mexico Condominium Act.

ARTICLE 2

Building; Unit Boundaries; Maintenance Responsibility

2.1 The Building.

The location, dimensions and area of the Building on the Property is depicted on Exhibit "A".

2.2 Units.

The location of the Building and certain Limited Common Elements allocated exclusively to each Unit are shown on the Plat attached as Exhibit "A". Garage Limited Common Elements will be assigned via Assignment Deed, as described in Sections 2.5 and 11.3, below. The Floor Plans for each Unit are attached as Exhibit "B". Attached as Exhibit "C" is a chart listing all Units, their identifying number, square footage as measured by the surveyor, and the undivided percentage interest of each Unit in the Common Elements, liability for Common Expenses and voting interest in the Association ("Allocated Interest") appurtenant to each Unit, determined by interior square footage. For the purpose of calculating Allocated Interests, the "size" of each Unit is the total number of interior square feet determined by reference to the surveyor's measurements. The Allocated Interest for each Unit is the ratio of the size of the Unit to the size of all Units in the Condominium, expressed as a percentage. The number of Units hereby created is forty-four (44). The maximum number of Units which may be created within the Condominium is forty-four (44).

2.3 Unit Boundaries.

Each Unit shall consist of the space bounded by the unfinished walls, ceilings and floors. A Unit shall include any lath, furring, wallboard, plasterboard, plaster, drywall, paneling, wood, tile, paint, paper, carpeting, or any other surface covering, any electric fireplace or hearth, facing brick or tile, fixtures and hardware, all improvements contained within the unfinished walls, ceilings, and floors, and any heating and refrigerating equipment, utility

lines and outlets, electrical and plumbing fixtures, pipes, and all other related equipment located within the unfinished walls, ceilings, and floors as part of the Unit. Any structural components of the Building or utility or service lines located within the Unit but serving more than one Unit are Common Elements. Except as otherwise provided in this Declaration or on Exhibit "A", the definitions contained in §47-7B-2 of the Condominium Act shall apply.

2.4 Common Elements.

The Common Elements consist of all portions of the Condominium that are not part of a Unit. Ownership of the Common Elements is by the Unit Owners, collectively, in undivided interests based on the Allocated Interest assigned to each Unit. The Allocated Interests attributable to each Unit are set forth on Exhibit "C".

2.5 Limited Common Elements.

Certain portions of the Common Elements are designated on the Plat and Plans, by statute, or by assignment, as Limited Common Elements reserved for the exclusive use or primary benefit of the Owners of the specified Units. Except as otherwise provided in this Declaration or on Exhibit "A", the definition of Limited Common Elements contained in §47-7B-2 of the Act shall apply. Units for which Owners have purchased an appurtenant Limited Common Element Garage shall receive an Assignment Deed from the Declarant, to be recorded at Closing. Thereafter, a Limited Common Element Garage assigned to a Unit may be re-assigned and transferred to another Unit by submitting to the Association a Garage Assignment Form, attached hereto as Exhibit "D", signed by the Owner of the Unit to which the garage space is currently assigned ("Assignor") and by the Owner of the Unit to which the garage space is being transferred ("Assignee"). An authorized representative of the Association will sign the acknowledgment on the Garage Assignment form and arrange for the fully-executed Garage Assignment Form to be recorded in the Colfax County Clerk's records. All recording costs and Association expenses associated with the Garages shall be billed to the Unit to which each Garage is assigned.

2.6 Owner's Maintenance Responsibility.

Each Owner is responsible, at the Owner's expense, for properly maintaining the Owner's Unit, as well as any fixtures, equipment, and utilities installed in the Unit (commencing at a point where the fixtures, equipment, and utilities enter the Unit). Each Owner is responsible, at the Owner's expense, for keeping the Owner's Unit and Limited Common Elements in a good, clean, sanitary, and attractive condition. No Owner shall allow any action or work that will impair the structural soundness or integrity of the Common Elements or impair the proper functioning of the utilities, heating, ventilation, or plumbing systems or impair any easement or hereditament.

2.6.1 In addition, each Unit Owner is responsible for:

- (a) obtaining the approval of the Association prior to performing repairs to the Common Elements under this Section 2.6;

- (b) reporting promptly to the Association any defect or need for repairs to the Common Elements;
- (c) performing the Owner's maintenance responsibility in such manner so as not to unreasonably disturb other persons in other Units or otherwise lawfully on or about the Property.

2.7 Owner's Rights and Duties with Respect to Interiors.

Each Owner of a Unit shall have the exclusive right to paint, tile, wax, paper, or otherwise decorate or redecorate and to maintain and repair the surfaces of the interior walls, floors, ceilings, windows and doors within the Unit. The Community Rules adopted by the Association shall govern construction procedures.

2.8 Association's Maintenance Responsibility.

The Association will maintain and keep in good repair as a Common Expense all Common Elements not otherwise assigned for maintenance and repair by an Owner in Section 2.6, above, including exterior surfaces and paint, and the roofing system (from the structural beams outward). All costs associated with the maintenance and repair of Limited Common Elements shall be assessed against the Owner or Owners of the Units to which the Limited Common Elements are appurtenant.

2.9 Failure to Maintain.

If an Owner fails to perform the Owner's Maintenance Responsibilities outlined above, the Directors shall cause such work to be completed and shall assess the cost thereof to such Owner as a Cost of Enforcement.

2.10 Negligence.

In the event that the need for maintenance, repair, or replacement of all or any portion of the Common Elements is caused through or by the negligent or willful act or omission of an Owner, then the expenses incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Owner. If the Owner fails to repay the expenses incurred by the Association within thirty (30) days following notice to the Owner of the amount owed, then the failure to so repay shall be a default by the Owner, and such expenses shall automatically become a default Assessment determined and levied against such Unit, and enforceable by the Association.

ARTICLE 3 Assessments; Budget

3.1 Common Expenses Attributable to Fewer than all Units.

Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed against the Unit or Units to which the Limited Common Element is assigned. If any such Limited Common Element is assigned to more than one

Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.

- 3.1.1 Any Common Expense for services provided by the Association to an individual Unit at the request of the Owner shall be assessed against the Unit which benefits from such service.
- 3.1.2 Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction inside the Unit or on the Limited Common Elements assigned to the Unit shall be assessed against that Unit.
- 3.1.3 An assessment to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was entered, in proportion to their Common Expense liabilities.
- 3.1.4 Fees, charges, late charges, fines, collection costs, and interest charged against an Owner pursuant to the Condominium Instruments and the Act are enforceable as Common Expense assessments.
- 3.1.5 If a Common Expense is caused by the misconduct of an Owner or Occupant, the Association may assess that expense exclusively against that Owner's Unit.

3.2 Ratification of Annual Budget.

Within thirty (30) days after adoption of any proposed budget for the Condominium, the Board of Directors shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting the Owners of Units to which seventy-five percent (75%) or more of the ownership interest in the Common Elements are assigned votes to reject the budget, the budget shall be ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors.

ARTICLE 4 Restrictions and Standards

4.1 Units Restricted to Residential Use.

All Units created by this Declaration are designated for Residential use. Units shall be used for residential purposes and for ancillary home office uses. A home office use shall be considered ancillary so long as: (i) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the activity conforms to all zoning requirements for the Condominium; (iii) the activity does not involve regular or unreasonable visitation of the Unit by clients, customers, suppliers, or other invitees, or door-to-door solicitation of residents of the Condominium; (iv) the activity does not increase traffic or include frequent deliveries within the Condominium other than deliveries by couriers, express mail carriers, parcel delivery services, and other such

delivery services; (v) the activity is consistent with the primarily residential character of the Condominium and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may be determined in the sole discretion of the Board; and (vi) the activity does not result in a materially greater use of Common Element facilities or Association services or increase the premiums for any insurance maintained by the Association. No other business, trade, or similar activity shall be conducted upon a Unit without the prior written consent of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required. The leasing of a Unit shall not be considered a business or trade within the meaning of this Section.

4.2 Designation of Reserved Common Elements.

The Board of Directors may, in its discretion, designate from time to time certain Common Elements as Reserved Common Elements to any or less than all of the Owners and to establish a reasonable charge to such Owners for such a license. Such designation by the Board shall not be construed as a sale or disposition of the Common Elements.

4.3 Health and Safety Standards.

- 4.3.1 Without the prior written consent of the Board, nothing shall be done or kept in the Condominium, or any part thereof, which would increase the rate of insurance on the Condominium or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly-imposed requirements of a governmental body, or which would increase the Common Expenses.
- 4.3.2 No noxious or destructive activity shall be carried on within the Condominium either willfully or negligently. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health or unreasonably annoy or disturb or cause embarrassment or discomfort to other Owners or Occupants, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with the Owner's property or personal rights.
- 4.3.3 No Owner shall do any work which, in the reasonable opinion of the Board or its designee, would jeopardize the soundness or safety of the Condominium or any structure created thereon, would reduce the value thereof, or would impair any

- easement or other interest in real property thereto, without in every such case the unanimous, prior written consent of all members of the Association and their Mortgagees. Owners, their family, guests, Occupants and invitees shall not commit any waste to the Common Elements. Each Owner shall indemnify and hold the Association and the other Owners harmless against loss to the Association and other Owners resulting from such damage or waste caused by such Owner, members of the Owner's family, guests, invitees, or Occupants of the Owner's Unit.
- 4.3.4 Owners shall keep their Unit in a good state of preservation and cleanliness. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire, odors, seepage, or encouragement of vermin.
- 4.3.5 The Common Elements shall be used only for the uses for which each were designed and are reasonably suited incident to the use and occupancy of the Units. No improvements shall be constructed in or removed from the Common Elements or Limited Common Elements without the prior written consent of the Association.
- 4.3.6 All fixtures and equipment shall be used for the purposes for which they were designed.

4.4 Animals.

No animal, bird or reptile of any kind shall be raised, bred, or kept in a Unit; provided however, Owners or Occupants may keep in any Unit no more than two (2) domestic pets which may include dogs of gentle disposition, cats, or such other household pets approved and licensed by the Association as to compatibility with the Condominium. Tenants with lease terms of less than thirty (30) days may not house animals inside their Unit. Animals shall not be permitted upon the Common Elements unless accompanied by and under the control of an individual capable of asserting control over the animal. Any Owner or Occupant who keeps and maintains any animal upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, Board of Directors, other Owners and Occupants harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Condominium.

All animals shall be registered and inoculated as required by law. The Owner or Occupant of a Unit housing an animal shall be responsible for cleaning up any waste deposited by the animal on the Property and for reimbursing the Association for any damage caused by the animal to the Property. Any pet causing or creating a nuisance, danger to humans, or unreasonable disturbance or noise shall be permanently removed from the Property upon seven (7) days written notice from the Directors. Under no circumstances may animals be raised, bred or maintained for commercial purposes on the Property, nor shall chickens, horses, livestock or other farm animals be kept as pets or otherwise housed on the Property.

4.5 Parking.

- 4.5.1 Each Owner shall be entitled to self-park two (2) vehicles in the Common Element open parking area on a "first-come, first served" basis. Additional spaces may be available for rent upon application to the Association.
- 4.5.2 Limited Common Element Garages are for the exclusive use of the Owners or Occupants of the Units to which they are assigned.
- 4.5.3 An Owner or Occupant's principal method of transportation may be parked on the Property so long as the size of the vehicle is not so excessive as to limit the other Owners or Occupants from parking their vehicles on the Property or to cause damage to the Common Elements. Vehicles classed by manufacturer rating as exceeding three-quarter tons, trucks and other vehicles having more than four tires, trailers, commercial vehicles, mobile homes, detached campers or camper shells, boats or other similar equipment or vehicles shall not be parked on the Property, unless for temporary loading and unloading for periods not in excess of ten (10) hours, or as may be approved in writing by the Board of Directors; *provided however*, construction equipment used in the actual repair, construction or maintenance of the Property will not be so restricted.
- 4.5.4 All motor vehicles lacking a valid state motor vehicle registration which would otherwise be required for legal operation of the vehicle are prohibited on the Property.
- 4.5.5 The Board of Directors shall have the right to adopt Community Rules governing parking on the Property.

4.6 Prevention of Frozen Pipes.

All thermostats shall be set at an adequate temperature to avoid freezing of plumbing equipment and pipes. Failure to do so shall be considered negligence in the event of damage caused by frozen pipes or other parts of the plumbing system.

4.7 Signs.

No signs, advertising posters, billboards, canopy or awnings, or any variation of the foregoing shall be erected, placed, or permitted to remain on the Property without the prior written consent of the Association. The Board of Directors shall have the right to erect directional, instructional, and address signs on behalf of the Association and to adopt Community Rules governing the general placement of signs on or about the Property.

4.8 Trash and Recycling.

Trash shall be disposed of in receptacles designated by the Association. The Association may adopt Community Rules concerning the placement of trash receptacles within the Property.

4.9 Outdoor Items.

No personal property other than patio-type furniture shall be placed on the balconies, patios or other Common Elements. No linens, cloths, clothing, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies or other portions of the Condominium.

4.10 Window Treatments.

An Owner or Occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of a building on the Condominium Property. Window coverings which are visible to outside view shall be aesthetically harmonious with exterior design and color of the building, as determined by the Association.

4.11 Wood Furniture.

Wood furniture shipped by sea from the African continent, South or Central American countries, must be warehoused and treated with appropriate termite extermination chemicals (Vikane gas) prior to delivery to the Property. Proof of such treatment may be required by the Association.

4.12 Pest Control.

Pest control within each Unit shall be the responsibility of the Association. The Association or its agent(s) shall have the right to enter and treat each Unit, as necessary, in the determination of the Board of Directors. The cost of pest control services shall be paid for by the Association as a Common Expense.

4.13 Antennas and Satellite Equipment.

Prior to installation of an antenna or satellite equipment, an Owner shall submit to the Directors a drawing of the proposed installation, together with a description of any penetration or modification of the Common Elements. Permission for the installation shall be denied only if the proposed installation would cause material damage to the Common Elements or a less-damaging alternative is available.

4.14 Firearms and Fireworks.

The display or discharge of firearms or fireworks on the Common Elements is prohibited; *provided, however,* that the display of lawful firearms on the Common Elements is permitted for the purpose of transporting the firearms across the Common Elements to or from the Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns, and firearms of all types, regardless of size.

4.15 Water Beds.

Installation and use of waterbeds inside Units is prohibited.

4.16 Sound Transmission.

Floor coverings of tile, marble, wood or any like hard substances must be installed over an approved sound-proofing material with a soundproof rating IIC of 70+ and STC of 70+. Installation of any tile, marble or wood floor covering shall not proceed without inspection of the installed soundproofing material by the Property Manager who shall provide written authorization to proceed if the installation meets the requirements of this Declaration. No marble, tile or wood thickness may exceed three quarters (3/4") inch including the thickness of the soundproofing material.

4.17 Heavy Weights.

The installation in a Unit of any item exceeding five hundred (500) pounds in weight must be approved in advance by a professional structural engineer engaged by the Association. The cost of the engineer's structural analysis, whether the item is approved or not, shall be the responsibility of the Unit Owner.

4.18 Smoking.

Smoking is expressly prohibited in any hallway, elevator, stairway or stairwell, parking garage, lobby area, Club Room, reception areas or in any other portion of the Common Elements inside the Building.

4.19 Time-Shares Prohibited.

Notwithstanding anything herein to the contrary, no Unit shall be used for or subject to any type of time sharing plan.

4.20 Partition and Subdivision of Units.

Except in connection with Declarant's reserved Special Declarant Rights, no part of a Residential Unit or of the legal rights comprising ownership of a Residential Unit may be partitioned or separated from any other part thereof. Each Residential Unit shall always be conveyed, transferred, devised, bequeathed, encumbered, and otherwise affected only as a complete Unit. Every conveyance, transfer, gift, devise, bequest, encumbrance, or other disposition of a Residential Unit or any part thereof shall be presumed to be a disposition of the entire Unit, together with all appurtenant Percentage Interests and the Owner's membership in the Association. Commercial Units may be freely subdivided, as provided in § 47-7B-13 of the Act.

4.21 Relocation of Unit Boundaries.

Relocation of boundaries between adjoining Units will be permitted subject to compliance with the provisions of §47-7B-12 of the Act, and subject to preserving the structural integrity of structural walls that exist between certain Units. No Unit may be subdivided as provided in §47-7B-13 of the Act.

ARTICLE 5 Leasing

5.1 Oversight.

The Board may adopt and enforce reasonable Community Rules concerning leasing not otherwise in conflict with this Declaration, the Town of Colfax Municipal Code short-term rental restrictions, or the Condominium Act, including damage deposit requirements.

5.2 Definition.

“Leasing,” for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

5.3 Leasing Provisions.

Leasing of Units shall be governed by the following provisions:

- 5.3.1 **General.** Owners may lease their Units subject to the terms of this Declaration, the Town of Colfax Municipal Code short-term rental restrictions and State law. Short-term leases of less than thirty (30) days are permitted. Units may be leased only in their entirety. All leases shall be in writing. Before the start of a lease term, the Unit Owner shall provide the Association with the name of, and contact information for, the tenant and all other people occupying the Unit, and the dates of occupancy.
- 5.3.2 **Compliance with Condominium Instruments.** Tenants shall comply with all provisions of the Declaration, Bylaws, and Community Rules, and shall be responsible for the conduct of all other Occupants and guests of the leased Unit in order to ensure compliance with the foregoing. Owners are responsible for all violations by the Owner’s tenants, their guests and invitees. A violation of the Declaration, Bylaws, or Community Rules by the tenant or an Occupant, shall be deemed to be a default under the terms of the lease and shall authorize the Owner to terminate the lease without liability, and to evict the tenant in accordance with State law. The Owner hereby delegates and assigns to the Association, acting through the Board of Directors, the power and authority of enforcement against the tenant for breaches resulting from the violation of the Declaration, Bylaws, and the and Community Rules, including the power and authority to evict the tenant as attorney-in-fact on behalf, and for the benefit, of the Owner, in accordance with the terms hereof. In the event the Association proceeds to evict the tenant, any costs, including attorney’s fees and court costs, associated with the eviction shall be an assessment and lien against the Unit.
- 5.3.3 **Liability for Assessments.** If an Owner who is leasing a Unit fails to pay any assessment or any other Association fee for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the tenant during the period of

delinquency, and, upon request by the Board of Directors, tenant shall pay to the Association all unpaid assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by tenant. However, tenant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by tenant shall reduce, by the same amount, tenant's obligation to make monthly rental payments to lessor. This provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

- 5.3.4 **Insurance.** Owners leasing their Units are encouraged to obtain insurance covering damage to the Unit and the Common Elements caused by their tenants. Notwithstanding, Owners shall be held liable for such damage.

ARTICLE 6

Access; Easement

6.1 Access to Units.

The Managing Agent and/or any other person authorized by the Association shall have the right of access to a Unit for the purpose of performing maintenance and repairs to the Common Elements, pursuant to Section 47-7C-7 of the Act; *provided however*, that at least twenty-four (24) hours advance written notice is given to the Owner, Occupant and property manager of record. In the event of an emergency, only, and following a reasonable attempt to notify the Owner, Occupant and property manager of record, the Association or its authorized agents, may access a Unit immediately, and without written notice, solely for the purpose of preventing damage to the Unit, neighboring Units, or Common Elements.

6.2 Easement.

Declarant expressly reserves for itself and its agents, an easement through the Common Elements as may be reasonably necessary for the purpose of making improvements within the Condominium, discharging the Declarant's obligations, inspecting portions of the Condominium, or for any other reasonable purpose.

ARTICLE 7

Assessments and Protection of Security Interests

7.1 Purpose of Assessment.

The Association shall have the authority to assess Unit Owners, as provided herein and under the Condominium Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of protecting property values and promoting the health, safety, welfare and enjoyment of the Owners and Occupants of Units in the Condominium, as may be more specifically authorized from time-to-time by the Board of Directors.

7.2 Creation of the Lien and Personal Obligation for Assessments.

Each Owner of a Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association assessments. All such assessments, together with late charges, interest, costs, and reasonable attorney's fees actually incurred shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made, subject to the lien priority described in Section 7.4, below. Such lien, when delinquent, may be enforced by suit, judgment, and/or foreclosure in the same manner as Mortgages are foreclosed under the laws of the State. Such amounts shall also be the personal obligation of each Person who was the Owner of such Unit at the time when the assessment fell due and may be collected in the same manner as other debts or liens are collected under the laws of the State. Each Owner and each successor-in-title to the Unit shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; unless otherwise provided, the Assessments shall be paid in equal monthly installments due on the first day of each calendar month. Owners may not exempt themselves from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Elements; the Association's failure to perform its obligations required or purportedly required under this Declaration or applicable law; or inconvenience, discomfort, or purported or actual consequential damages arising from the Association's performance of its duties or deficiency therein.

7.3 Notice to Mortgagees.

A copy of the notice of delinquency shall be mailed certified mail, return receipt requested, to Mortgagees who have requested notice from the Association. Notice shall be mailed to the name and address as appears on the request for notice.

7.4 Subordination of Lien/Security Interest.

The Association's lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (ii) with the exception of six (6) months' of past-due Association assessments, fees, interest, and Costs of Enforcement, the lien or charge of any First Mortgage made in good faith and for value (except those accruing after the First Mortgagee forecloses or takes a conveyance in lieu of foreclosure).

Any First Mortgagee who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid regularly budgeted Association assessments and charges (including fees, interest and Costs of Enforcement) accrued before acquisition of the title to the Unit by the Mortgagee. Such subordination shall apply only to Assessments on a Unit which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or to any deed or other proceeding in lieu of foreclosure. Any such sale or transfer in foreclosure or in lieu of foreclosure shall not relieve the purchaser of the Unit from liability for any Assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section 7.4 is required.

7.5 Delinquent Assessments.

If any installment of annual assessments or any part thereof or any other charge is not paid in full within ten (10) days of when due, the Board may establish a Late Fee, which may be imposed without further notice to the delinquent Owner, and if delinquency continues for a period in excess of thirty (30) days the Board may charge interest thereon, as provided for in Section 9.1.4 of the Bylaws.

If assessments and other charges or any part thereof remain unpaid more than sixty (60) days after the assessment payments first become delinquent, the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act, and the laws of the State, and may suspend the Owner's and/or Occupant's right to vote or serve on the Board of Directors.

7.6 Computation of Annual Budget and Assessment.

Pursuant to the Bylaws, prior to the beginning of each fiscal year, the Board shall prepare an annual budget covering the estimated costs of operating the Condominium during the coming year and providing for the collection of a Reserve Contribution, as provided for in Section 7.7, below.

7.7 Reserve Contribution.

The annual budget shall include a Reserve Contribution which shall take into account the number and nature of recurring capital projects (such as repair and replacement of the roof and Building exterior surface), the remaining life of each, the expected repair or replacement cost, and available reserves ("Reserve Contribution").

7.8 Date of Commencement of Assessments.

The obligation to pay assessments shall commence as to a Unit on the date on which the assessment is made by the Association. The first assessment levied on each Unit shall be prorated on a per diem basis and adjusted according to the number of days and months remaining in the fiscal year at the time assessments commence on the Unit.

7.9 Resale Certificate and Statement of Account.

Pursuant to §47-7D-9 of the Condominium Act, any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a Resale Certificate from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Unit. The Association shall respond in writing within ten (10) business days of receipt of the request for a statement; *provided, however*, the Association may require the payment of a reasonable fee as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the

Association as to the amount of assessments due on the Unit as of the date specified therein. Pursuant to §47-7C-16(g) of the Condominium Act, the Association upon written request shall furnish at an Owner's or Mortgagee's request a recordable statement setting forth the amount of unpaid assessments against the Owner's Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the association, the executive board and every unit owner.

7.10 Surplus Funds and Common Profits.

Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, be distributed to the Owners, credited to the next assessment chargeable to the Owners in proportion to the liability for Common Expenses attributable to each Unit, or added to the Association's Reserve account.

ARTICLE 8 Insurance

8.1 Association Policies.

The Association shall obtain and maintain at all times, as a Common Expense, policies of insurance as required by Article 6 of the Bylaws and the Condominium Act.

8.2 Insurance Assessed in Proportion to Risk.

The cost of insurance shall be assessed in proportion to risk, with premium allocations among Units to be determined by the Association's insurance agent.

ARTICLE 9 Amendment of Declaration

9.1 Restriction on Amendments.

No material amendment of this Declaration of an adverse nature to Mortgagees may be made by the Association or the Owners without the prior written consent of Mortgagees representing at least fifty-one percent (51%) of the votes of the Units subject to mortgages. An addition or amendment to this Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any amendment or change to any provisions which establishes, governs or regulates any interest of Mortgagees, including any action which terminates the legal status of the Condominium after substantial destruction or condemnation occurs, or for others reasons, or which by act or omission withdraws the submission of the Property to the Condominium Act, except as provided by the Condominium Instruments or the Condominium Act, shall be considered materially adverse.

9.2 Implied Consent.

A proposed amendment shall be deemed approved by a Mortgagee if the Mortgagee fails to object or consent to a written proposal for an amendment within thirty (30) calendar days after delivery of the written proposal via certified mail, return receipt requested.

9.3 Amendment.

9.3.1 **By Members.** This Declaration may be amended by a vote of agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated. Notice of any meeting at which a proposed amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall be effective until certified by an officer of the Association and recorded in the County real property records. Any action to challenge the validity of an amendment adopted under this Section must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

9.3.2 **Amendments of a Material Nature.** Notwithstanding the provisions of this Section 9.3, amendments to this Declaration of a material nature must receive the prior written consent of Mortgagees representing at least fifty-one percent (51%) of the votes of the Units subject to mortgages. A change to any of the provisions governing the following would be considered as material:

- (a) voting rights;
- (b) assessment liens or the priority of assessment liens;
- (c) reductions in reserves for maintenance, repair, and replacement of Common Elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;
- (f) redefinition of any Unit boundaries;
- (g) convertibility of Units into Common Elements or vice versa;
- (h) expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium;
- (i) hazard or fidelity insurance requirements;
- (j) additional imposition of any restrictions on the leasing of Units;
- (k) imposition of any restrictions on an Owner's right to sell or transfer the Owner's Unit;

- (l) restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in this Declaration; and
- (m) any provisions that expressly benefit Mortgagees.

9.4 Notice of Actions.

The Association shall give prompt written notice to each Mortgagee that has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit, of the following matters:

- 9.4.1 Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit in which there is a Security Interest held by such Mortgagee;
- 9.4.2 Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first Security Interest held by such Mortgagee, which remains uncured for a period of sixty (60) days;
- 9.4.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- 9.4.4 Any proposed action which would require the consent of a specified percentage of Mortgagees as specified in Article 5 hereof.

9.5 Enforcement.

The provisions of this Article are for the benefit of Mortgagees and their successors, and may be enforced by any of them by any available means, at law, or in equity.

9.6 Inspection of Books.

The Association shall permit any Mortgagee to inspect the books and records of the Association during normal business hours.

9.7 Financial Statements.

The Association shall provide any Mortgagee, which submits a written request, with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement may be audited by an independent certified public accountant if any Mortgagee requests it, in which case the Mortgagee shall bear the cost of the audit.

9.8 Attendance at Meetings.

Any representative of a Mortgagee may attend and address any meeting which an Owner may attend.

ARTICLE 10
Association May Assign Income

10.1 Association May Assign Income.

The Association shall have all the powers provided for in §47-7C-2 of the Condominium Act including, but not limited to, the right to assign its right to future income (including the right to receive Common Expense Assessments) for the purpose of securing repayment of funds borrowed or indebtedness incurred by the Association in the performance of its responsibilities.

ARTICLE 11
Special Declarant Rights

11.1 Declarant Control of the Association.

Pursuant to §47-7C-3 of the Condominium Act, Declarant reserves the right to appoint the Directors of the Association during the maximum period allowed by Subsections D and E of §47-7C-3, subject to the provisions of §47-7C-3(E); notwithstanding this reservation, the Declarant may voluntarily transition the Association to Owner control at an earlier date.

11.2 Use for Sales Purposes.

All Units shall be subject to the statutory right in favor of Declarant provided in §47-7B-15 of the Condominium Act. Declarant reserves the right to use any Units owned by Declarant as models, management offices or sales offices until such time as Declarant conveys title thereto to Owners. Declarant reserves the right to relocate the same from time to time within the Property; upon relocation or sale of a model, management office or sales office, the furnishings thereof may be removed. Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of Declarant.

11.3 Limited Common Element Garages.

Declarant reserves the exclusive right to designate any Garage shown on the Plat as a Limited Common Element for the benefit of a particular Unit via a Deed of Assignment.

ARTICLE 12
Substantial Completion

12.1 Certification of Substantial Completion.

It is hereby certified that the structural and mechanical systems of the Building containing the Units has been substantially completed in accordance with the Plat and Plans.

ARTICLE 13
Taxation

13.1 Taxation.

Each Unit shall be deemed a separate parcel for tax purposes, and shall be separately assessed and each Unit shall be carried on the tax books as a separate and distinct parcel.

ARTICLE 14
Use of New Technology

14.1 Business Practices.

Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by law, now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent or approval required to be obtained; or (3) any payment required to be made under the Condominium Instruments may be accomplished using the most advanced technology available at that time, if such use is a generally accepted business practice. The use of technology in implementing the provisions of this Declaration dealing with notices, payments, signatures, votes, consents or approvals shall be governed by the Bylaws of the Association and the New Mexico Nonprofit Corporation Act [§53- 8-1 to §53-8-99 NMSA 1978].


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THE GRANDE AT ANGEL FIRE AMENDED AND RESTATED CONDOMINIUM DECLARATION

IN WITNESS WHEREOF, the undersigned Declarant, owner of all Units within the Condominium, has executed this Amended and Restated Condominium Declaration on the date shown below.

Declarant:

The Grande at Angel Fire, L.L.C., a New Mexico limited liability company

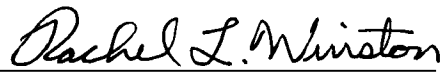
By:  July 27, 2021
Alex Shather, Managing Member Date

Acknowledgment

State of New Mexico)
) ss.
County of Colfax)

The foregoing instrument was acknowledged before me on this 27th day of July, 2021, by Alex Shather, on behalf of said limited liability company.

My Commission Expires: 12/6/2021


Notary Public

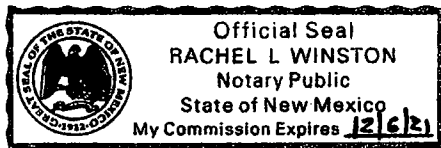
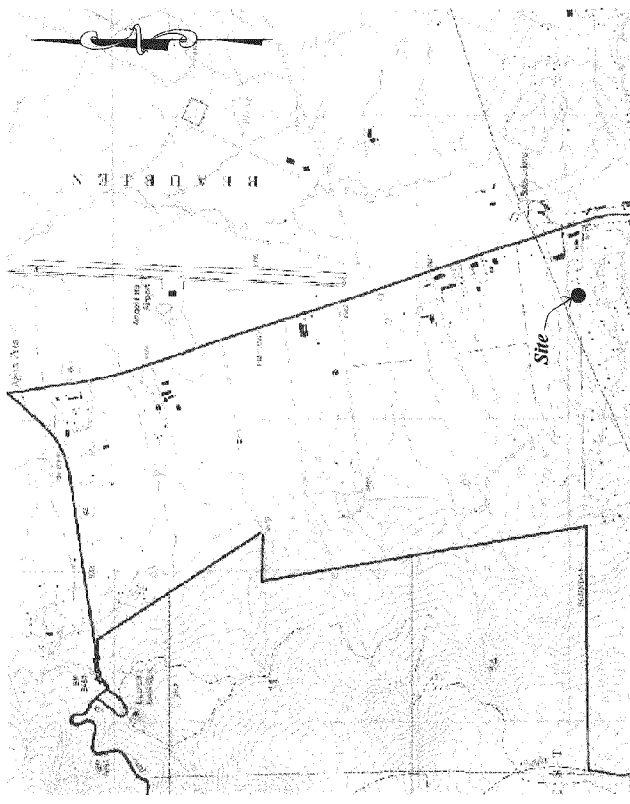


EXHIBIT A

**The Grande at Angel Fire
Condominium Plat and Plans**

Recorded Date: 08/02/2021 02:08:52 PM
COLFAX COUNTY, NM - Register Table - County Clerk
PAGE: 1 of 6



SURVEYOR'S CERTIFICATE

I, STEPHEN G. WRABEL, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION; THAT IT IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED ON THE GROUND; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE KNOWLEDGE AND SKILL REQUIREMENTS FOR A SURVEYOR IN THE STATE OF NEW MEXICO; THAT I AM A MEMBER IN GOOD STANDING WITH THE BOARD OF PROFESSIONAL SURVEYORS OF THE STATE OF NEW MEXICO; THAT THIS SURVEY CONTAINS ALL THE INFORMATION REQUIRED BY SECTION 47-7B-9 OF THE NEW MEXICO CONDOMINIUM ACT.

Stephen G. Wrabel
 Stephen G. Wrabel
 LICENSED PROFESSIONAL SURVEYOR
 NO. 17553 OF THE STATE OF NEW MEXICO
 DATE: 8/2/21

County Clerk Indexing Information	
Owner:	The Grande at Angel Fire Association, Inc.
Address:	4A Sage Lane Angel Fire, New Mexico 87710
U.P.C.:	
Subdivision:	MORENO VALLEY LAND 3RD SUBDIVISION
Section:	PROJECTED SECTION 13, T25N, R16E, N.M.P.M. PROJECTED SECTION 18, T25N, R16E, N.M.P.M.



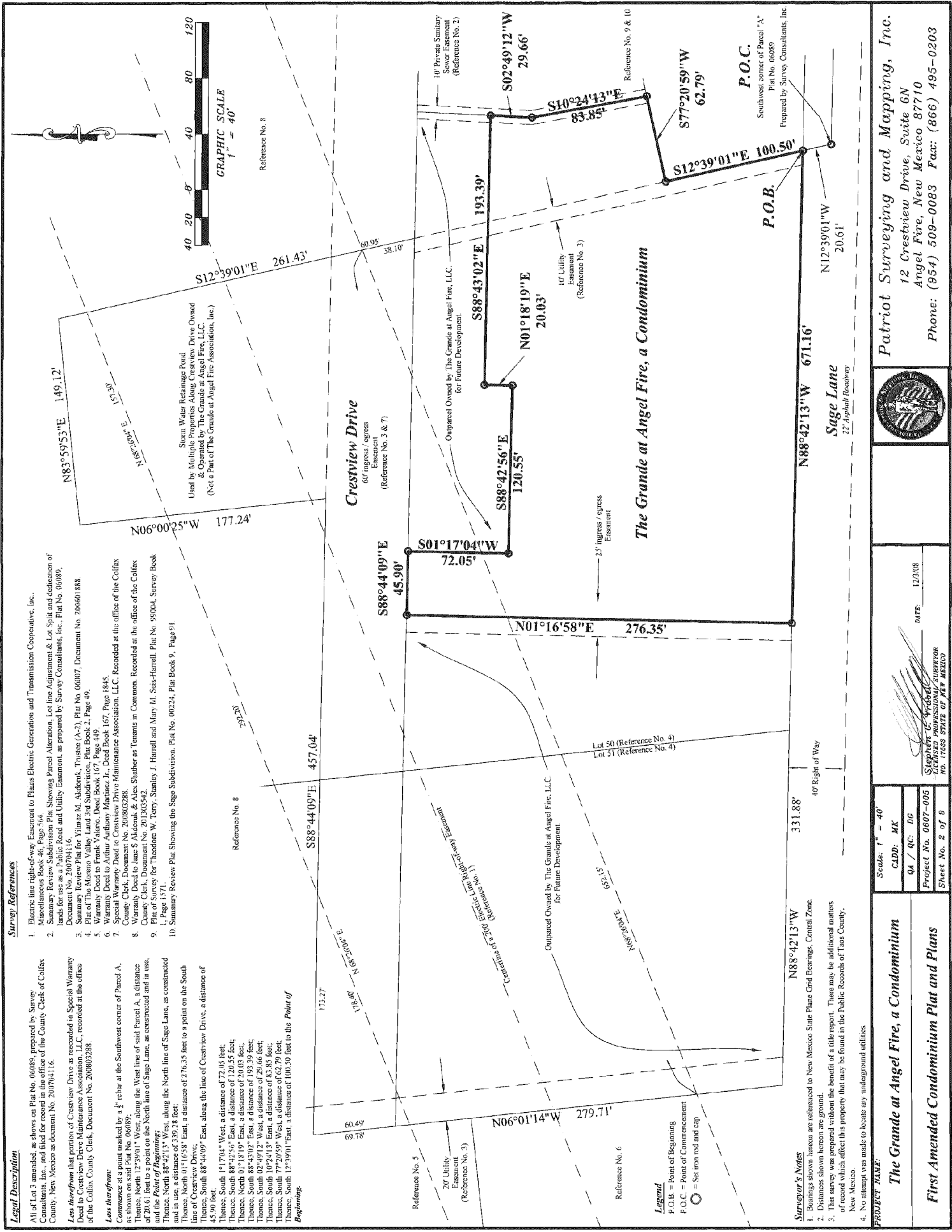
Patriot Surveying and Mapping, Inc.
 12 Crestview Drive, Suite 6N
 Angel Fire, New Mexico 87710
 Phone: (954) 509-0083 Fax: (866) 495-0203

Scale: 1" = 40'
 CADD: MK
 QA / QC: DC
 Project No. 0607-005
 Sheet No. 1 of 9

PROJECT NAME:
The Grande at Angel Fire, a Condominium
First Amended Condominium Plat and Plans

Stephen G. Wrabel
 Stephen G. Wrabel
 LICENSED PROFESSIONAL SURVEYOR
 NO. 17553 STATE OF NEW MEXICO
 DATE: 12/3/08

COPY



Survey References

1. Electric line right-of-way Easement to Plains Electric Generation and Transmission Cooperative, Inc., Miscellaneous Book 46, Page 564.
2. Summary Review Subdivision Plat Showing Parcel Alteration, Lot Line Adjustment & Lot Split and dedication of lands for use as a Public Road and Utility Easement, as prepared by Survey Consultants, Inc., Plat No. 06089, Document No. 200704116.
3. Summary Review Plat for Yimmar, M. Alderink, Trustee (A-2), Plat No. 06007, Document No. 200660388.
4. Plat of The Moreno Valley Land 3rd Subdivision, Plat Book 2, Page 49.
5. Warranty Deed to Frank Valdez, Deed Book 16, Page 148.
6. Warranty Deed to Frank Valdez, Deed Book 14, Page 147.
7. Special Warranty Deed to Frank Valdez, Deed Book 14, Page 147.
8. County Clerk, Document No. 200802988.
9. Warranty Deed to James S. Alderink & Alex Shubert as Tenants in Common, Recorded at the office of the Colfax County Clerk, Document No. 201003542.
10. Plat of Survey for Theodore W. Terry, Stanley J. Harrell and Mary M. Sals-Harrell, Plat No. 95004, Survey Book 1, Page 1571.
11. Summary Review Plat Showing the Sage Subdivision, Plat No. 00224, Plat Book 9, Page 91.

Legal Description

All of Lot 3 amended, as shown on Plat No. 06089, prepared by Survey Consultants, Inc., and filed for record in the office of the County Clerk of Colfax County, New Mexico, as document No. 200704116.

Less therefrom that portion of Crestview Drive as recorded in Special Warranty Deed to Crestview Drive Maintenance Association, LLC, recorded at the office of the Colfax County Clerk, Document No. 200603288.

Less therefrom:

Commence at a point marked by a 1/2" rebar at the Southwest corner of Parcel A, as shown on said Plat No. 06089;

Thence, North 12°39'01" West, along the West line of said Parcel A, a distance of 149.12 feet to the Point of Beginning;

Thence, North 88°42'13" West, along the North line of Sage Lane, as constructed and in use, a distance of 339.78 feet;

Thence, North 01°16'58" East, a distance of 276.35 feet to a point on the South line of Crestview Drive;

Thence, South 88°44'09" East, along the line of Crestview Drive, a distance of 45.90 feet;

Thence, South 01°17'04" West, a distance of 72.05 feet;

Thence, South 88°42'56" East, a distance of 120.55 feet;

Thence, North 01°18'19" East, a distance of 20.03 feet;

Thence, South 88°43'02" East, a distance of 193.39 feet;

Thence, South 12°39'01" West, a distance of 62.79 feet;

Thence, South 77°20'59" West, a distance of 62.79 feet;

Thence, South 12°39'01" East, a distance of 100.50 feet to the Point of Beginning.

Notes

1. Bearings shown hereon are referenced to New Mexico State Plane Grid Bearings, Central Zone.
2. Distances shown hereon are ground.
3. This survey was prepared without the benefit of a title report. There may be additional matters of record which affect this property that may be found in the Public Records of Taos County, New Mexico.
4. No attempt was made to locate any underground utilities.

Scale: 1" = 40'

DATE: 12/3/18

PROJECT NAME: The Grande at Angel Fire, a Condominium
First Amended Condominium Plat and Plans

PROJECT NO: 0607-005
SHEET NO: 2 of 9

DATE: 12/3/18

SIGNATURE: Stephen C. Orsabal
LICENSED PROFESSIONAL SURVEYOR
NO. 17688 STATE OF NEW MEXICO

Scale: 1" = 40'

CADD: MK

QA / QC: DG

Project No. 0607-005

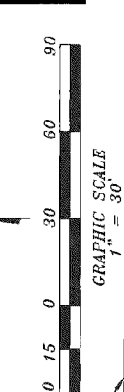
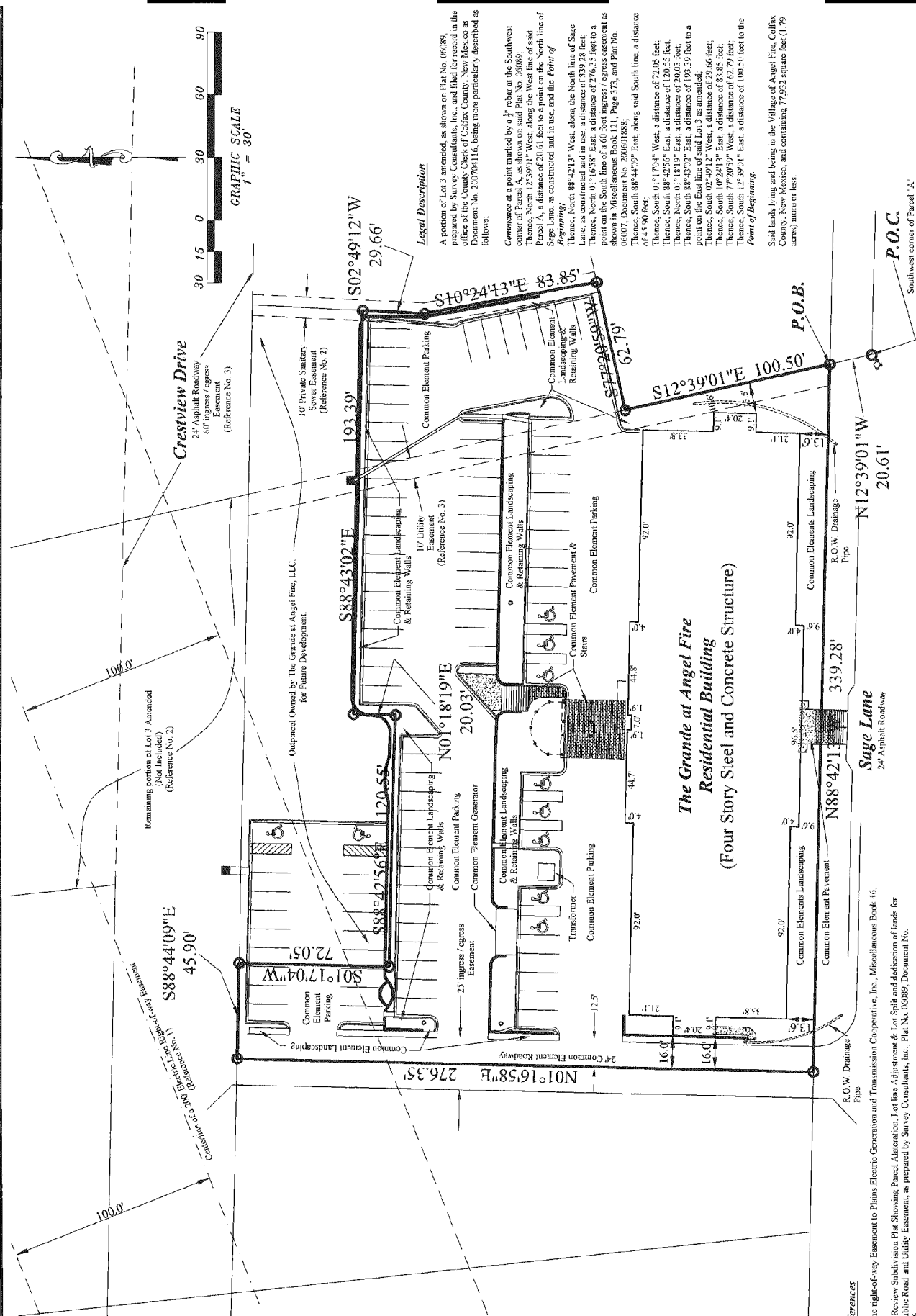
Sheet No. 2 of 9

Patriot Surveying and Mapping, Inc.
12 Crestview Drive, Suite 6N
Angel Fire, New Mexico 87710
Phone: (954) 509-0083 Fax: (866) 495-0203



Survey Data File: 012721_0131.dwg
COLFAX COUNTY, NM - Rights Reserved - Copy, 2021
Doc# 20110289

PAGE 3 OF 9



Legal Description

A portion of Lot 3 amended, as shown on Plat No. 06089, prepared by Survey Consultants, Inc., and filed for record in the office of the County Clerk of Colfax County, New Mexico as Document No. 200704116, being more particularly described as follows:

Commence at a point marked by a 3" rebar at the Southwest corner of Parcel A, as shown on said Plat No. 06089;

Thence, North 12°52'00\"/>

Point of Beginning: Thence, North 88°43'02\"/>

Said lands lying and being in the Village of Angel Fire, Colfax County, New Mexico, and containing 77,952 square feet (1.79 acres) more or less.

Survey References

- Electric line right-of-way Easement to Plains Electric Generation and Transmission Cooperative, Inc., Miscellaneous Book 46, Page 564.
- Summary Review Subdivision Plat Showing Parcel Allocation, Lot Line Adjustment & Lot Split and dedication of lands for use as a Public Road and Utility Easement, as prepared by Survey Consultants, Inc., Plat No. 06089, Document No. 200704116.
- Summary Review Plat for Ylmarz M. Aldorak, Trustee (A-2), Plat No. 06007, Document No. 200601888.
- Special Warranty Deed to Crestview Drive Maintenance Association, LLC, Document No. 200903288.

PROJECT NAME:
The Grande at Angel Fire, a Condominium

TYPE OF SURVEY:
First Amended Condominium Plat and Plans



Scale: 1" = 30'

CADD: MK

QA / QC: DC

Project No. 0607-005

Sheet No. 3 of 9

DATE: 12/2/08

Stephen G. Grabel, Registered Professional Surveyor No. 17553 State of New Mexico

Patriot Surveying and Mapping, Inc.
12 Crestview Drive, Suite 6N
Angel Fire, New Mexico 87710
Phone: (954) 509-0083 Fax: (866) 495-0203

DATE: 12/2/08

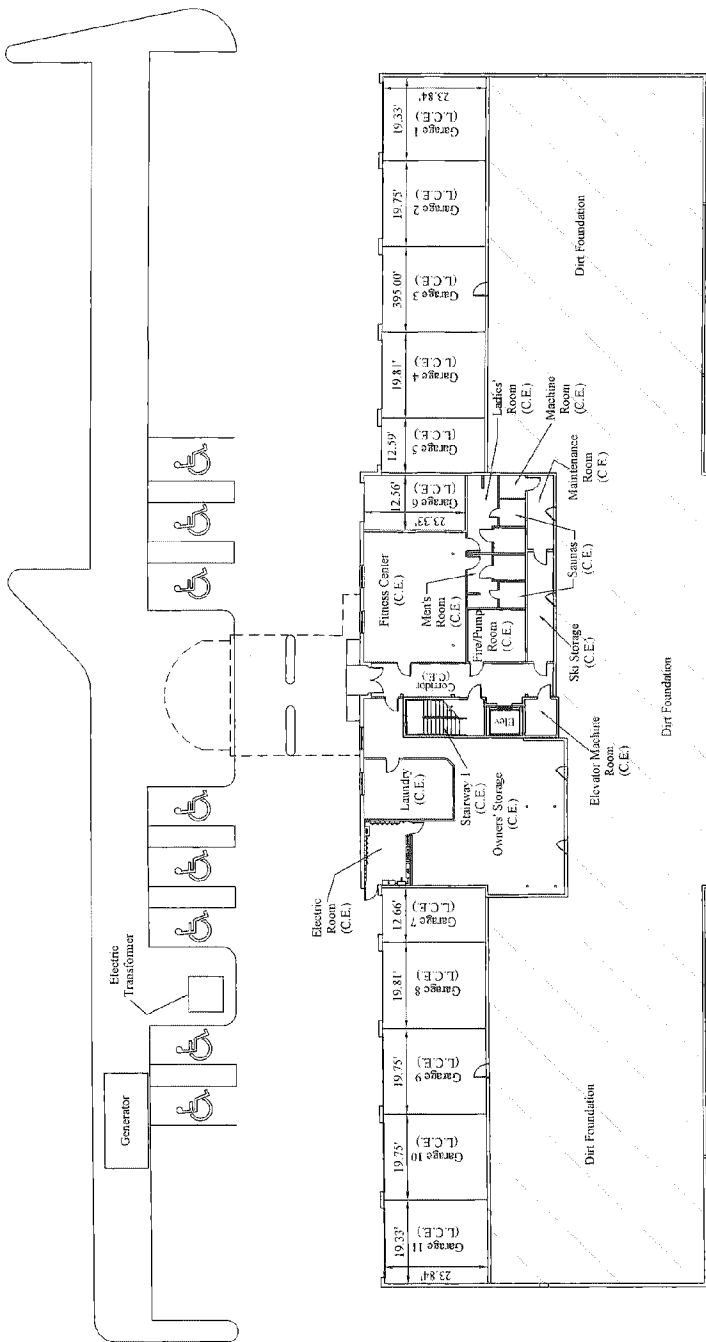
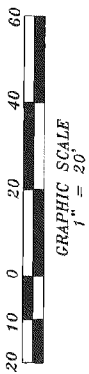
Project No. 0607-005

DATE: 12/2/08

Phone: (954) 509-0083 Fax: (866) 495-0203

Revised Date: Thu, 07/22/2021 10:27:59 AM
COLFAX COUNTY, NM - Kaylene Fugate - County Clerk
BOOK 20110308E PAGE 44 of 49

Lower Level



General Notes:

1. For all other pertinent information, refer to the Declaration of Condominium.
2. C.E. denotes common element.
3. L.C.E. denotes limited common element.
4. ELEV denotes elevator.

PROJECT NAME:

The Grande at Angel Fire, a Condominium

TYPE OF SURVEY:

First Amended Condominium Plat and Plans

Scale: 1" = 20'

CADD: MK

QA / QC: DC

Project No. 0607-005

Sheet No. 4 of 9

Date of Field Survey:

12/3/08
DATE: 12/3/08
Surveyed by: [Signature]
LICENCED PROFESSIONAL SURVEYOR
NO. 17159 STATE OF NEW MEXICO

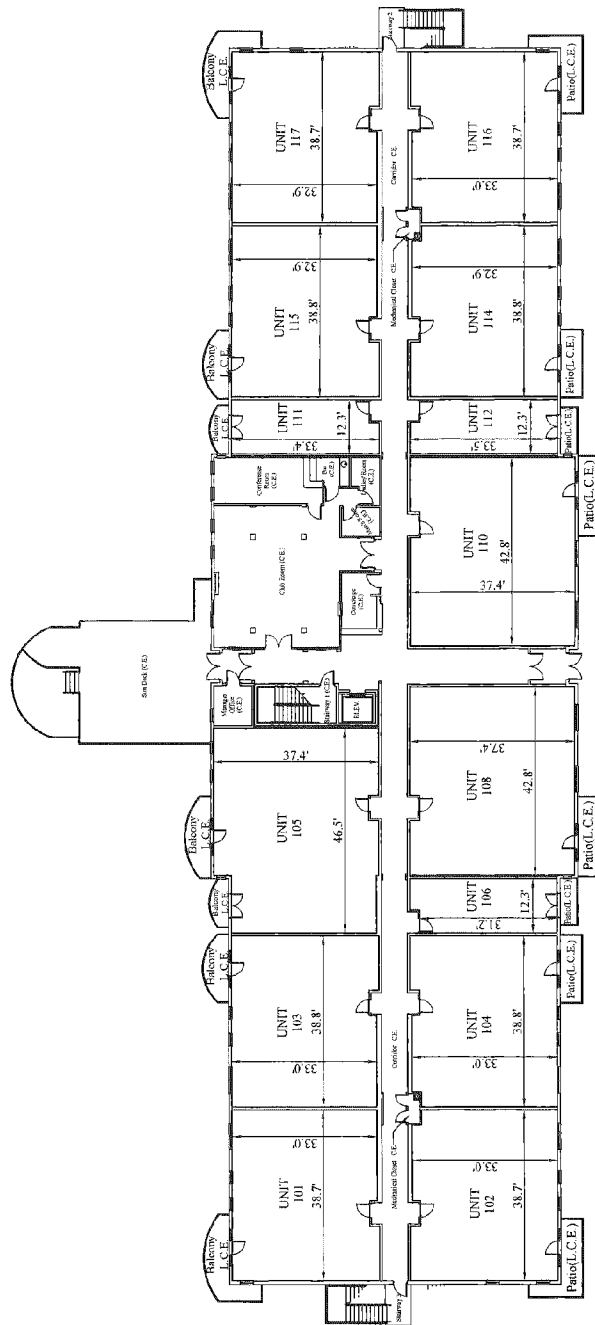
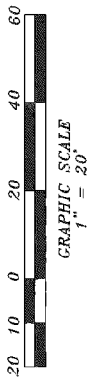


Patriot Surveying and Mapping, Inc.
12 Crestview Drive, Suite 6N
Angel Fire, New Mexico 87710
Phone: (954) 509-0088 Fax: (866) 495-0203

COPY

Recording Date: Time: 07/27/21 - 10:27:51 AM
COLFAX COUNTY, NM - Registry File # - County Clerk
Doc# 202102766 PAGE 6 of 8

First Floor



General Notes:

1. For all other pertinent information, refer to the Declaration of Condominium.
2. C.E. denotes common element.
3. L.C.E. denotes limited common element.
4. ELEV denotes elevator.

PROJECT NAME:

The Grande at Angel Fire, a Condominium

TYPE OF SURVEY:

First Amended Condominium Plat and Plans

Scale: 1" = 20'

CADD: MK

QA / QC: DG

Project No. 0607-005

Sheet No. 5 of 9

Date of Field Survey:

DATE: 12/3/08

Signature of Surveyor
LUCAS PROFFERSONAL SURVEYOR
No. 17639 STATE OF NEW MEXICO

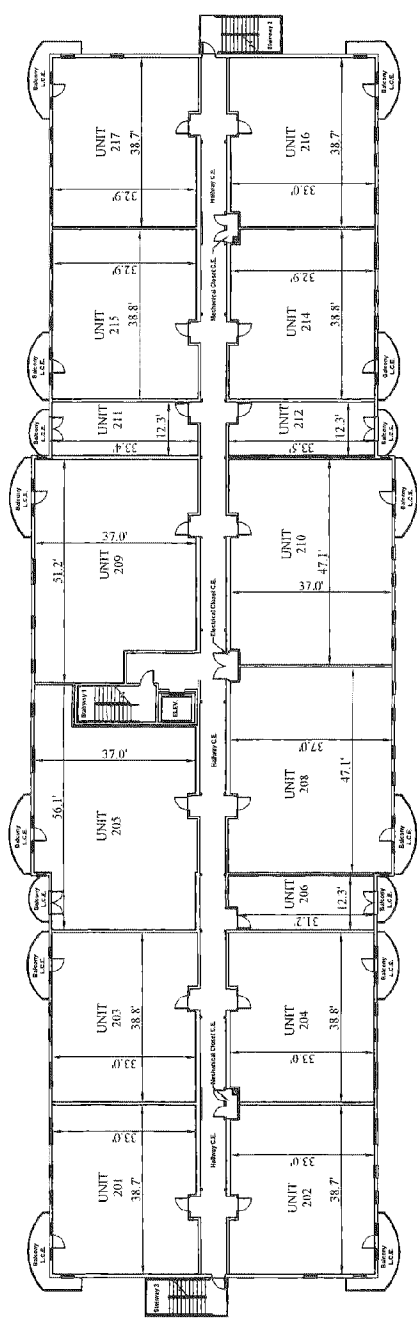
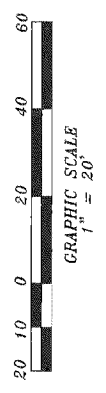


Patriot Surveying and Mapping, Inc.
12 Crestview Drive, Suite 6N
Angel Fire, New Mexico 87710
Phone: (954) 509-0083 Fax: (866) 495-0203

COPY

Recording Date: 07/27/21 - 10:27 AM
COLFAX COUNTY, NM - Repetto Pappas - County Clerk
BOOK 202102866 PAGE 4 of 5

Second Floor



- General Notes:**
1. For all other pertinent information, refer to the Declaration of Condominium.
 2. C.F. denotes common element.
 3. L.C.E. denotes limited common element.
 4. ELEV denotes elevator.

PROJECT NAME:
The Grande at Angel Fire, a Condominium
TYPE OF SURVEY:
First Amended Condominium Plat and Plans



Scale: 1" = 20'
CADD: MK
QA / QC: DG

Date of Field Survey: 12/1/08
DATE: 12/1/08
Signature: Stephen C. Wrabel
LICENSED PROFESSIONAL SURVEYOR
NO. 17550 STATE OF NEW MEXICO

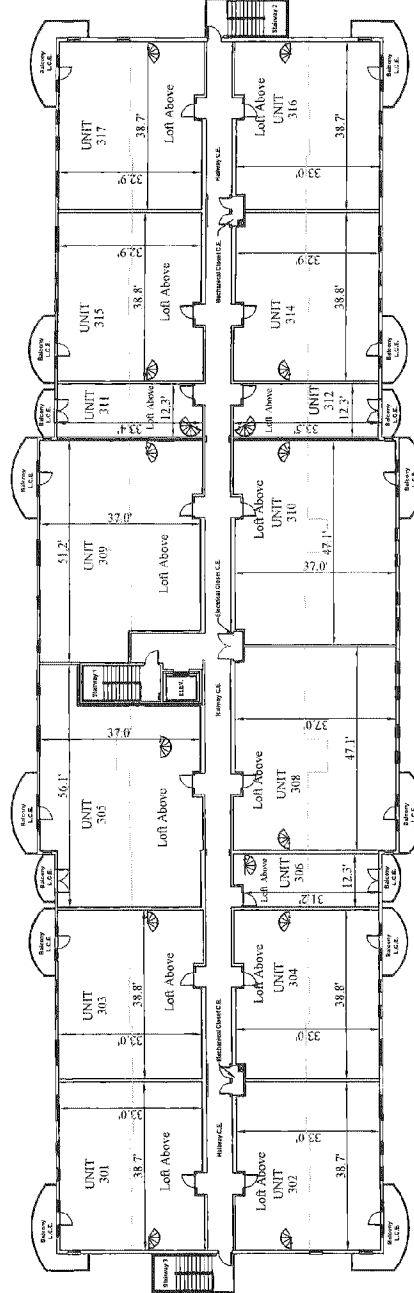
Project No.: 0607-005
Sheet No.: 6 of 9

Patriot Surveying and Mapping, Inc.
12 Crestview Drive, Suite 6N
Angel Fire, New Mexico 87710
Phone: (954) 509-0083 Fax: (866) 495-0203

COPY

Plot/Map Date: 08/27/21 - 02:57 AM
COLFAX COUNTY, NM - Kayla Trillo - County Clerk
CDM# 20100886 PAGE 1 of 1

3rd Floor



General Notes:

1. For all other pertinent information, refer to the Declaration of Condominium.
2. C.E. denotes common element.
3. L.C.E. denotes limited common element.
4. ELEV denotes elevator.

PROJECT NAME:

The Grande at Angel Fire, a Condominium

TYPE OF SURVEY:

First Amended Condominium Plat and Plans

Scale: 1" = 20'

CADD: MK

QA / QC: DC

Project No. 0607-005

Sheet No. 7 of 9

Date of Field Survey:

DATE: 12/3/08

Stephanie G. Paddock, Surveyor
No. 17253 STATE OF NEW MEXICO



Patriot Surveying and Mapping, Inc.
12 Crestview Drive, Suite 6N
Angel Fire, New Mexico 87710
Phone: (954) 509-0083 Fax: (866) 495-0203

COPY

REVISION	NO.	DATE	DESCRIPTION
1	08/02/21	02:08:52 PM	ISSUED FOR PERMIT
2	08/02/21	02:08:52 PM	REVISED PER COMMENTS
3	08/02/21	02:08:52 PM	REVISED PER COMMENTS
4	08/02/21	02:08:52 PM	REVISED PER COMMENTS
5	08/02/21	02:08:52 PM	REVISED PER COMMENTS

PROJECT: THE GRANDE AT ANGEL FIRE
 CLIENT: THE GRANDE, L.L.C.
 ARCHITECT: JACK D. RAUDENBUSH
 1000 BROADWAY, SUITE 1000
 DENVER, CO 80202

SEAL: [Blank]
 SEAL: [Blank]

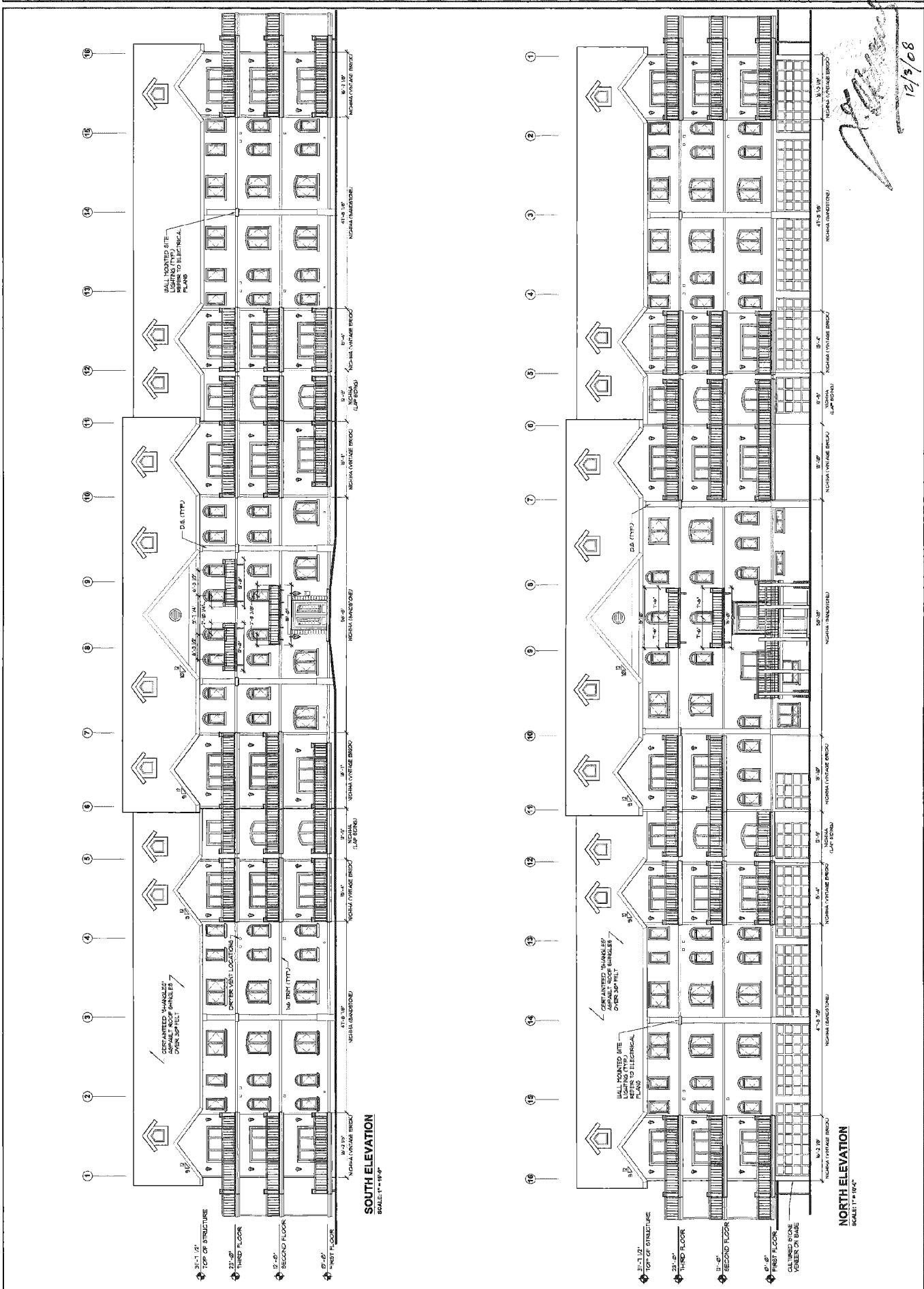
REGISTERED ENGINEER
 YILMAZ M. AKDORUK, P.E.
 1000 BROADWAY, SUITE 1000
 DENVER, CO 80202

ELEVATIONS

DRAWN BY: JDB
 CHECKED BY: Y.M.A.
 DATE: 7/17/20

PROJECT NO. 4850

SHEET A-12



Recording Information: 08/02/21 - 02:08:52 PM
 County: Colfax
 Page: 36 of 64

COPY

[Handwritten Signature]
 12/3/08

NO.	DATE	BY
1	05/06	JK
2	05/07	JK
3	05/07	JK

PROJECT: THE GRANDE AT ANGEL FIRE CONDOMINIUM
 CLIENT: THE GRANDE, LLC
 12 CRENSHAW DRIVE, SUITE 100W
 ALBUQUERQUE, NM 87102

ARCHITECT: JACK D. RAUDENBUSH
 REGISTERED ARCHITECT
 1200 UNIVERSITY BLVD, SUITE 100
 ALBUQUERQUE, NM 87102

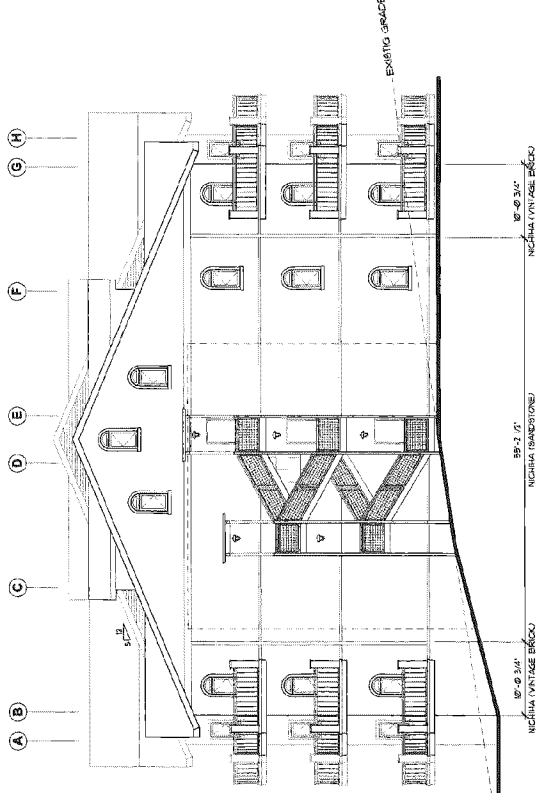
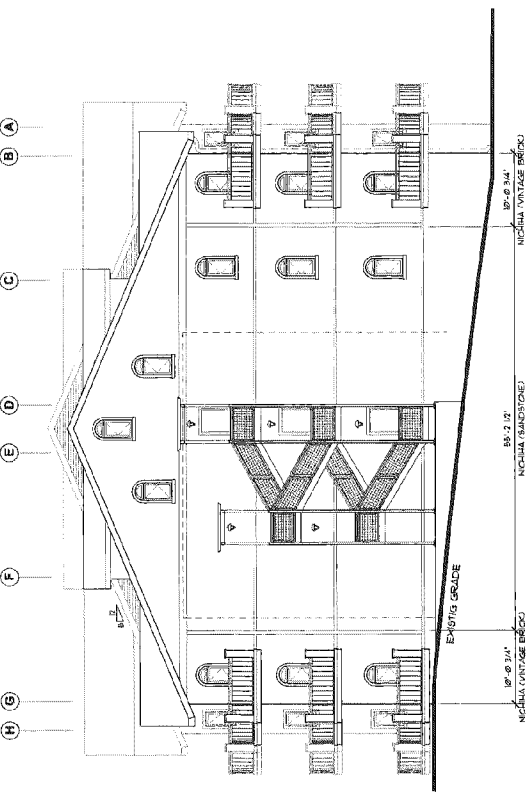
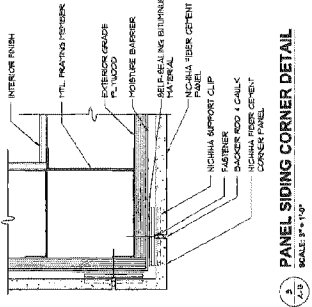
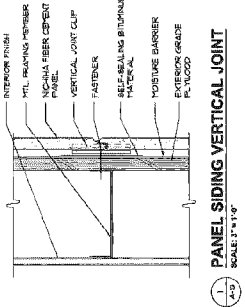
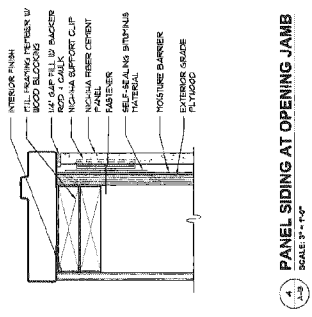
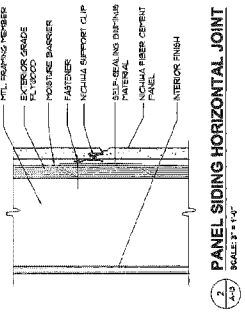
STRUCTURAL ENGINEER: YILMAZ M. AKDORUK, P.E.
 REGISTERED PROFESSIONAL ENGINEER
 1200 UNIVERSITY BLVD, SUITE 100
 ALBUQUERQUE, NM 87102

DATE: 1/15/20
 PROJECT NO.: 4950
 SHEET: A-13

ELEVATIONS

SCALE: 1/8" = 1'-0"

Handwritten signature and date: 12/13/20



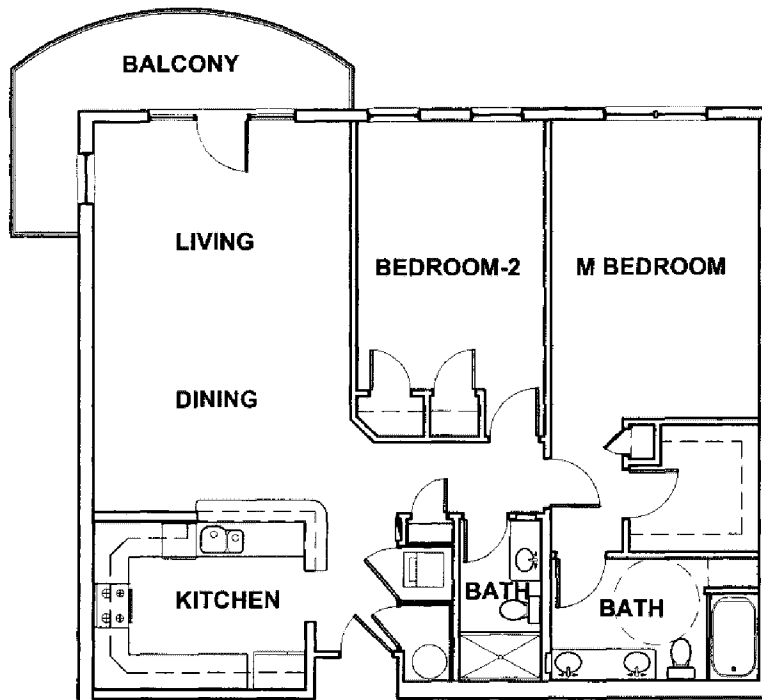
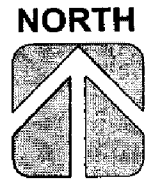
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 COLFAX COUNTY, NM - Rayssa Rubio - County Clerk
 604-731-1000

COPY

EXHIBIT B

The Grande at Angel Fire

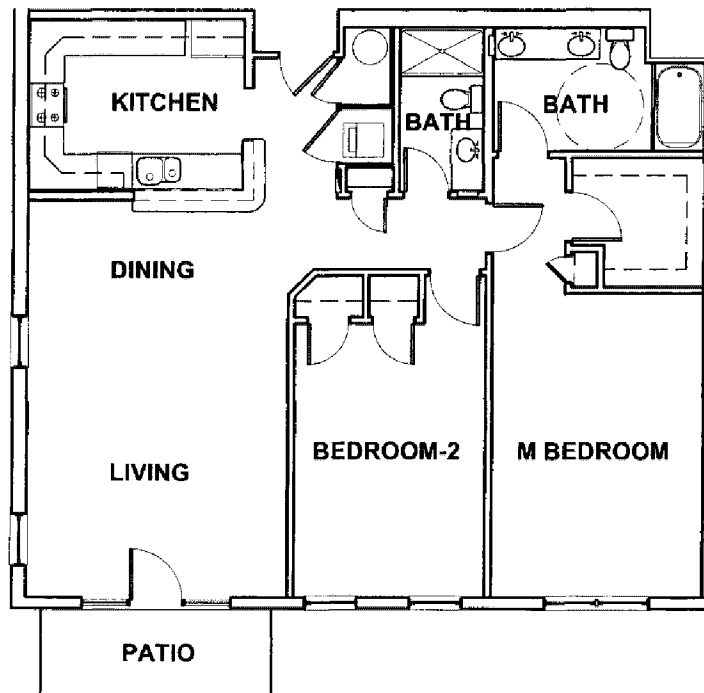
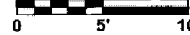
Unit Floor Plans



UNIT 101 - TYPE A

SCALE: 1/8" = 1'-0"

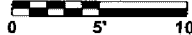
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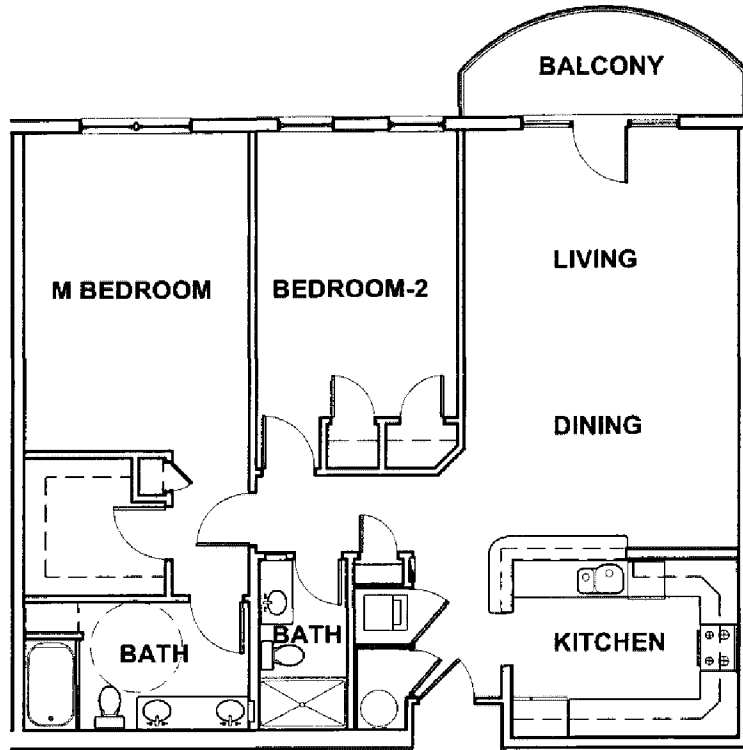


UNIT 102 - TYPE A

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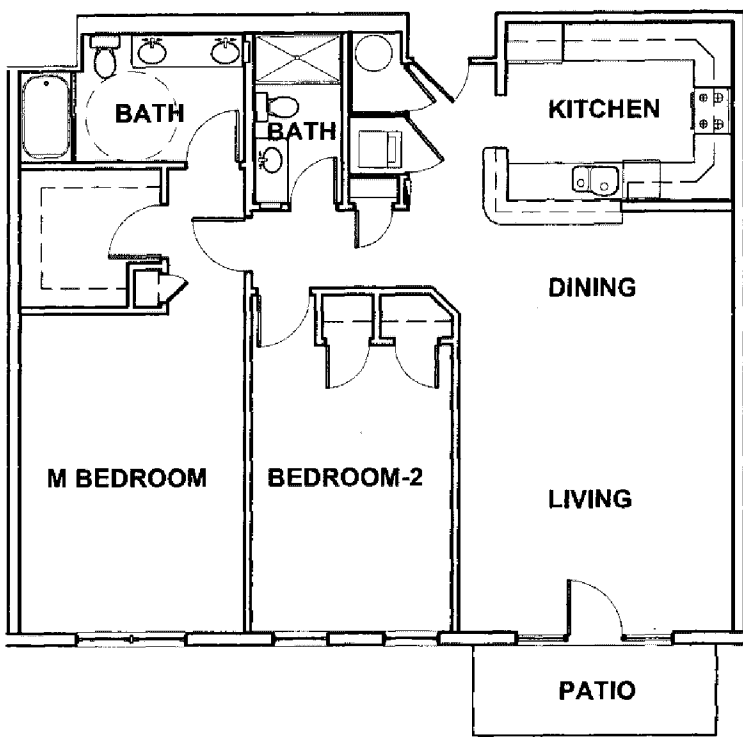
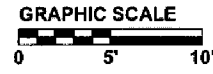
GRAPHIC SCALE





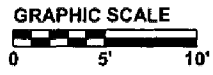
UNIT 103 - TYPE B

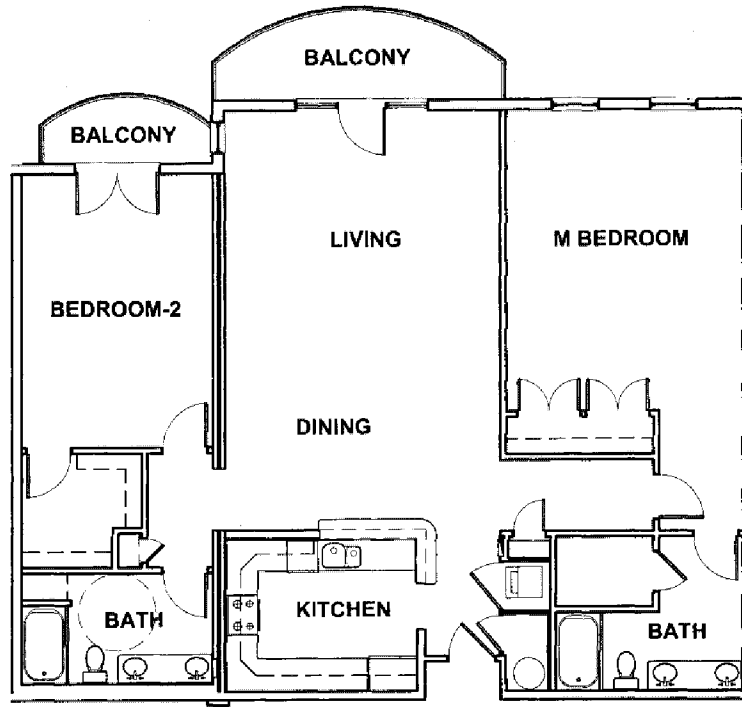
SCALE: 1/8" = 1'-0"



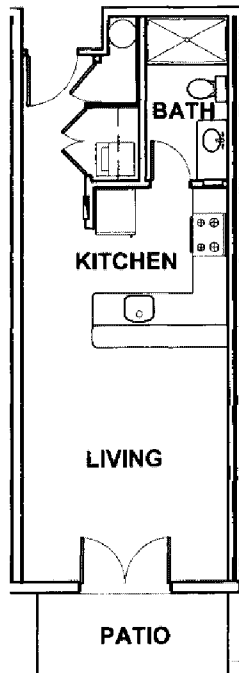
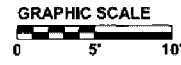
UNIT 104 - TYPE B

SCALE: 1/8" = 1'-0"

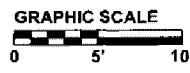


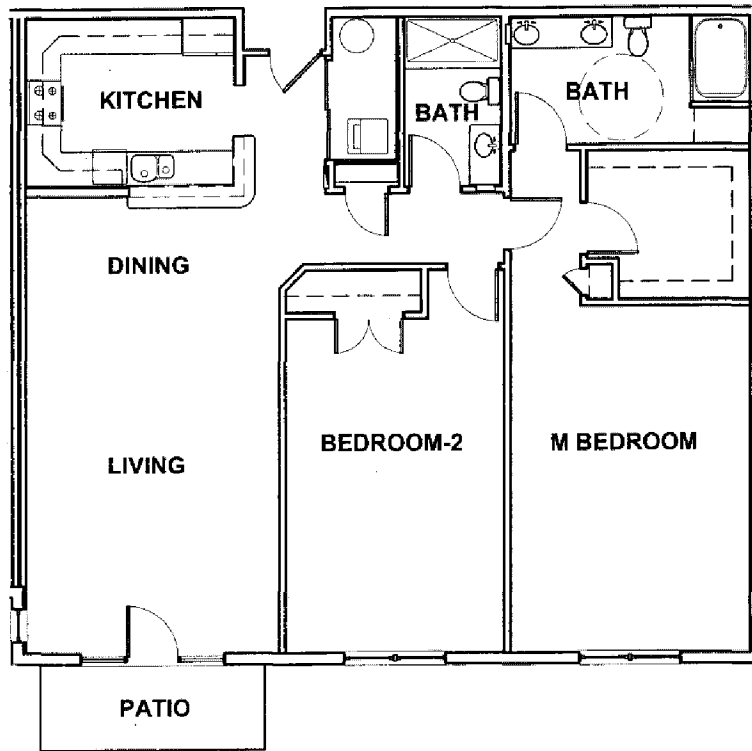


UNIT 105 - TYPE C
SCALE: 1/8" = 1'-0"



UNIT 106 - TYPE D
SCALE: 1/8" = 1'-0"

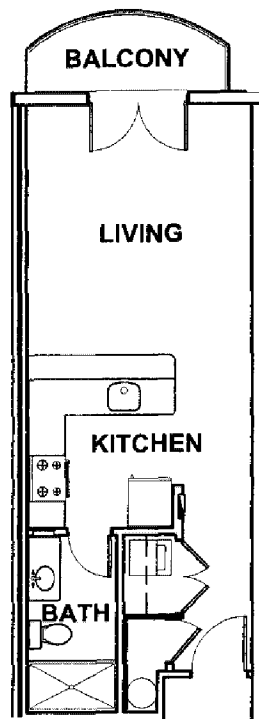
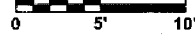




UNIT 108 - TYPE E

SCALE: 1/8" = 1'-0"

GRAPHIC SCALE



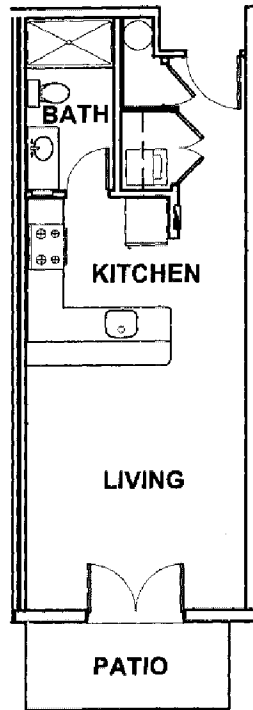
UNIT 111 - TYPE D

SCALE: 1/8" = 1'-0"

GRAPHIC SCALE



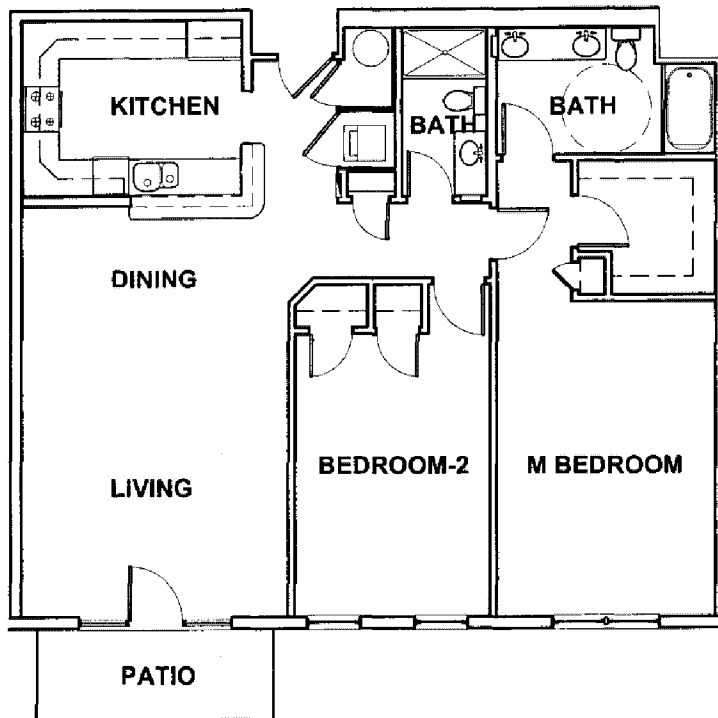
NORTH



UNIT 112 - TYPE D

SCALE: 1/8" = 1'-0"

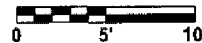
GRAPHIC SCALE

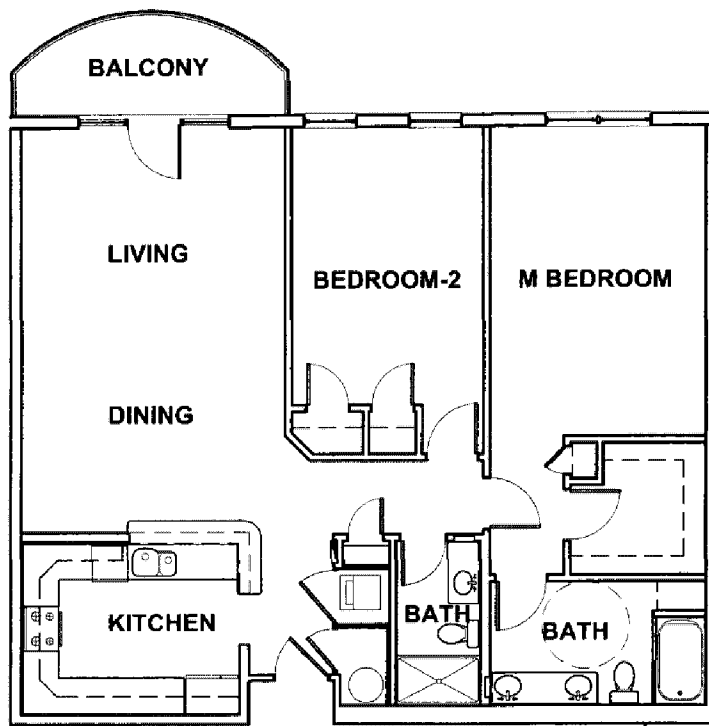


UNIT 114 - TYPE B

SCALE: 1/8" = 1'-0"

GRAPHIC SCALE

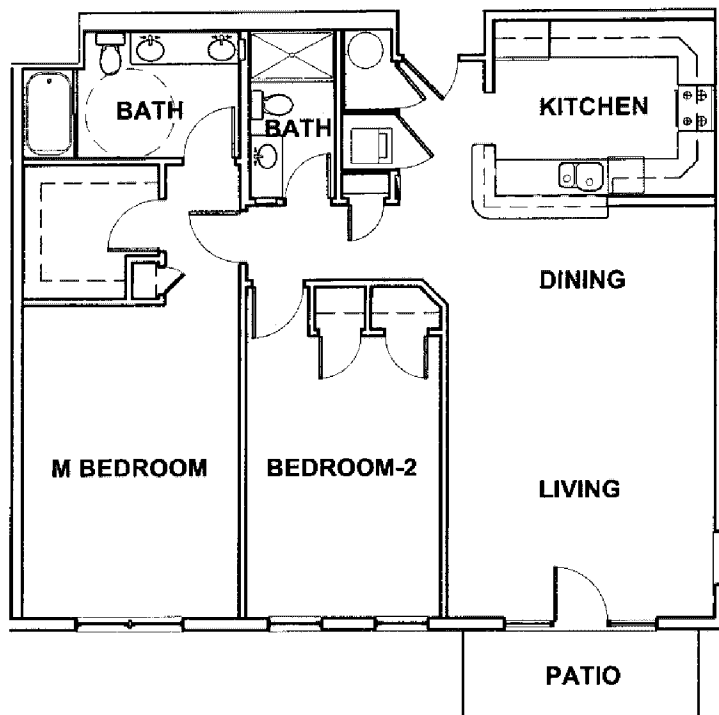




UNIT 115 - TYPE B

SCALE: 1/8" = 1'-0"

GRAPHIC SCALE

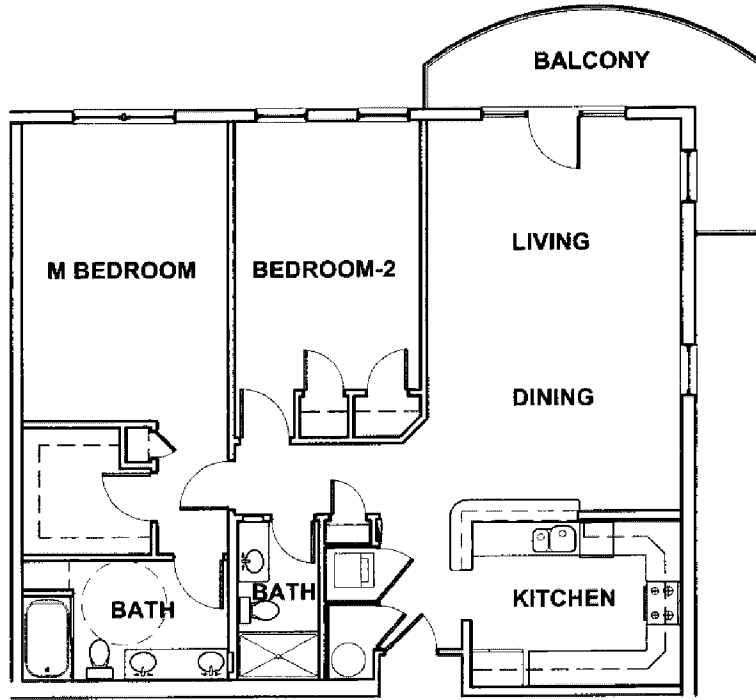


UNIT 116 - TYPE A

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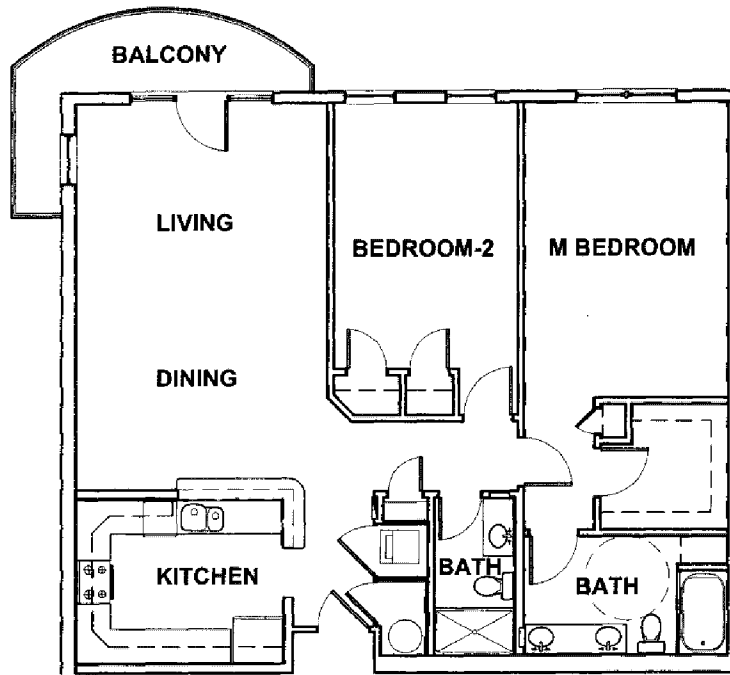
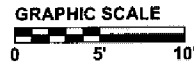
GRAPHIC SCALE





UNIT 117 - TYPE A

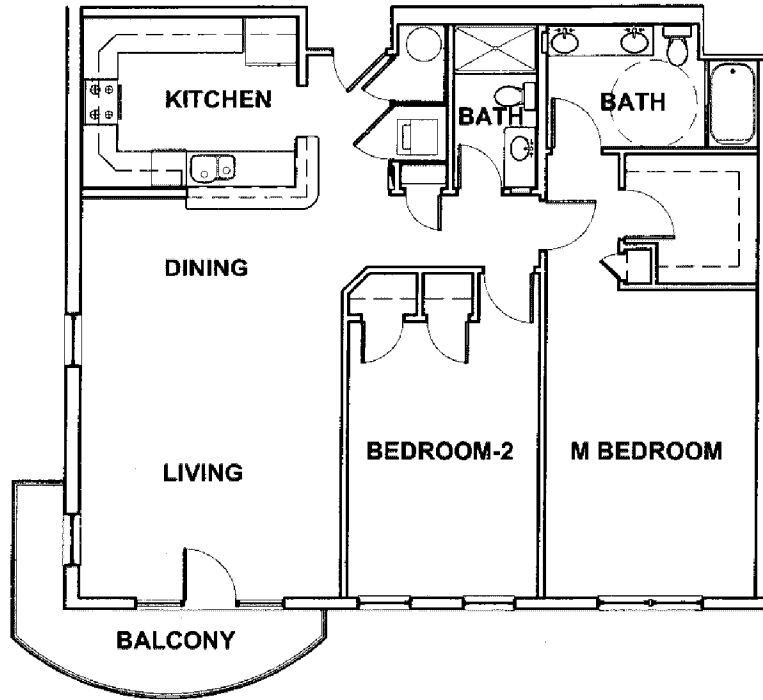
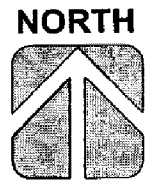
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UNIT 201 - TYPE A

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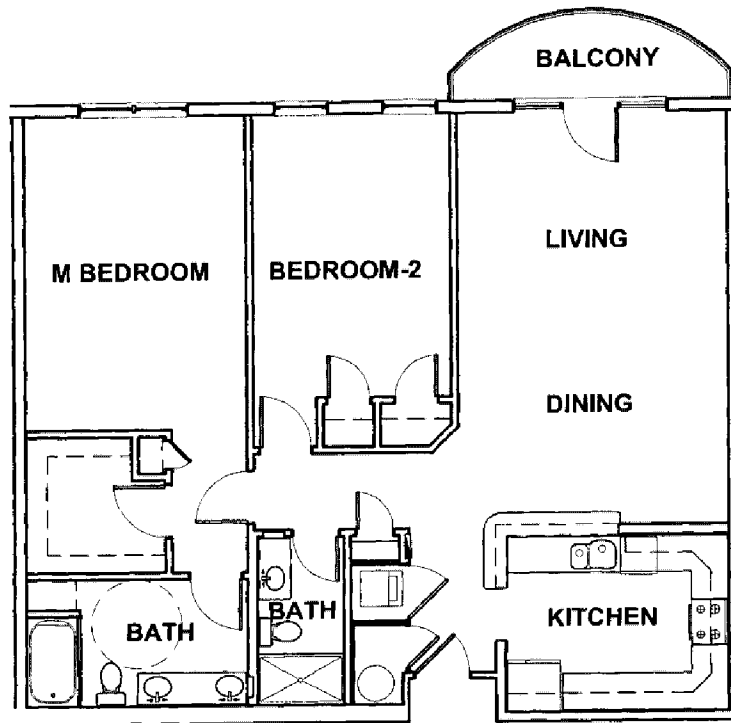
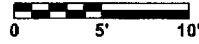




UNIT 202 - TYPE A

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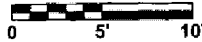
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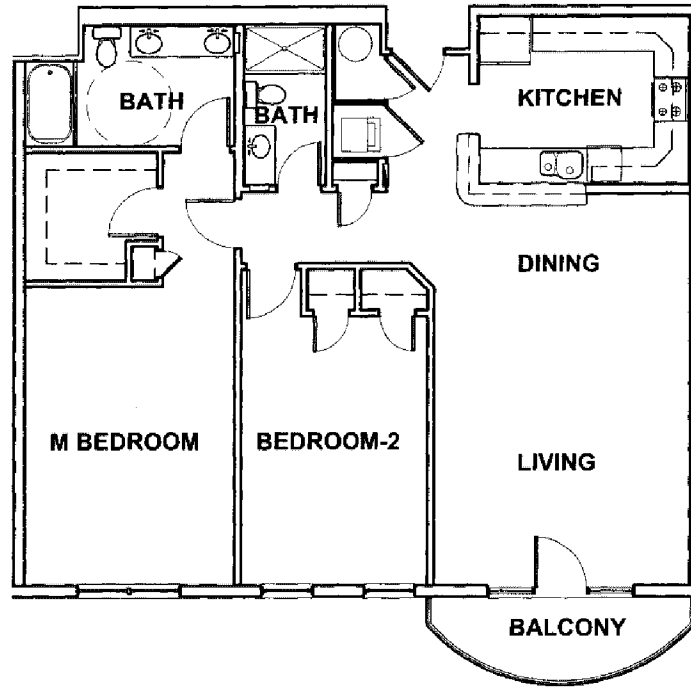


UNIT 203 - TYPE B

SCALE: 1/8" = 1'-0"

GRAPHIC SCALE

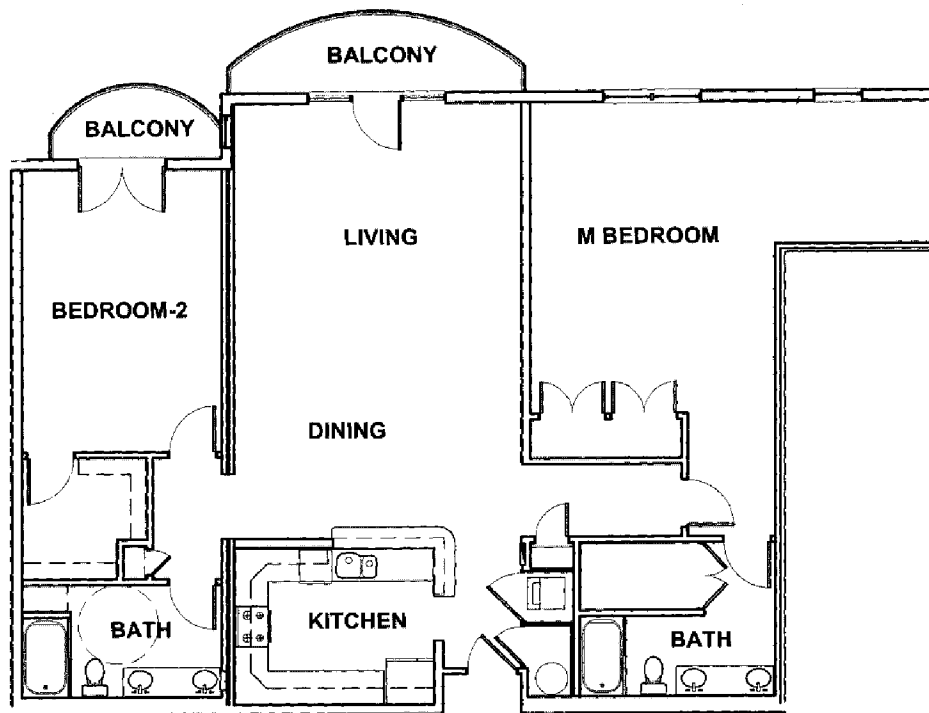
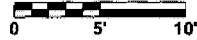




UNIT 204 - TYPE B

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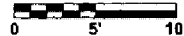
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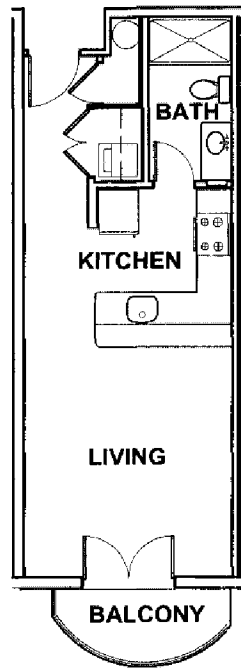
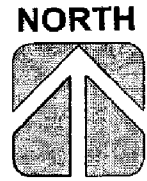


UNIT 205 - TYPE I

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GRAPHIC SCALE

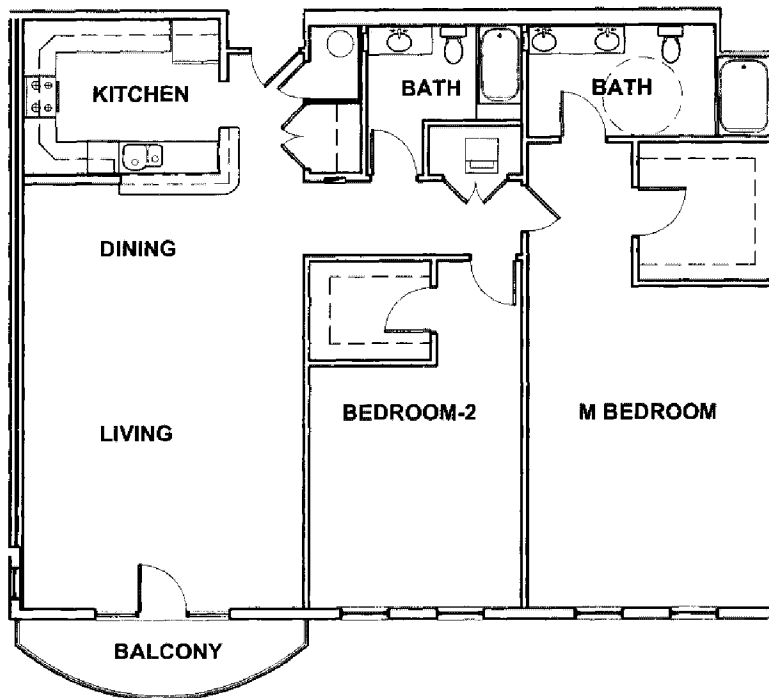
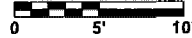




UNIT 206 - TYPE D

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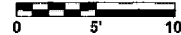
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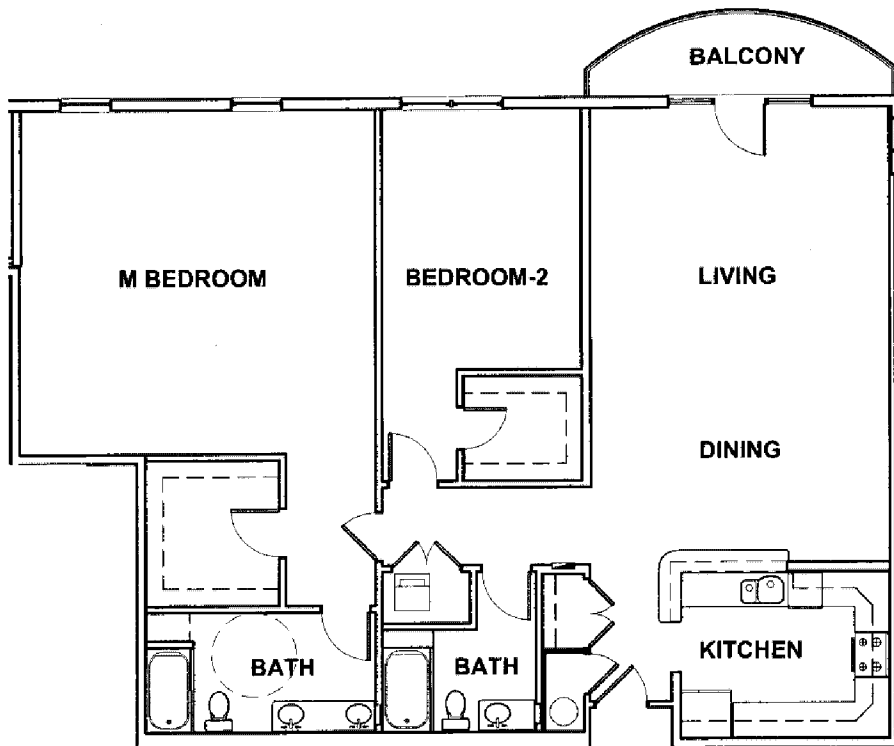


UNIT 208 - TYPE F

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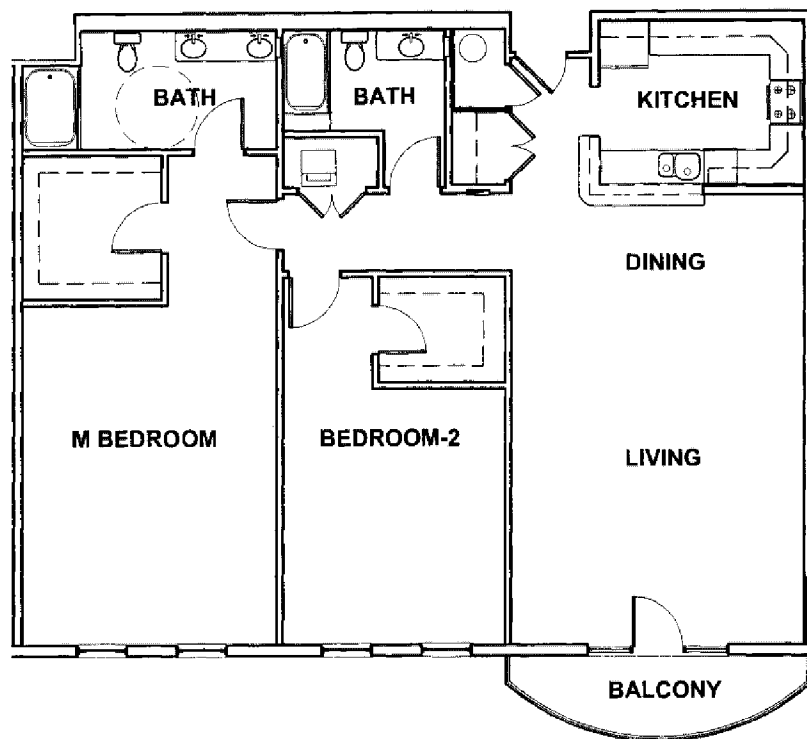
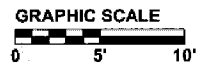
GRAPHIC SCALE





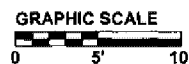
UNIT 209 - TYPE G

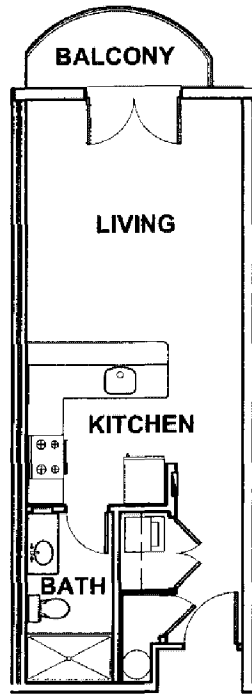
SCALE: 1/8" = 1'-0"



UNIT 210 - TYPE F

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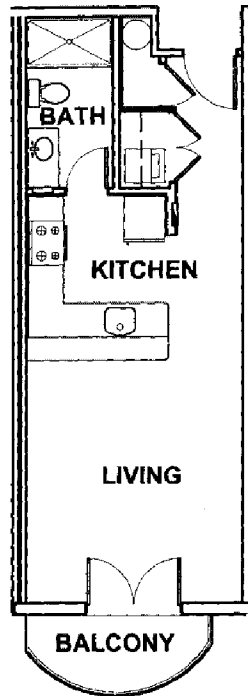
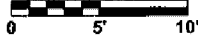




UNIT 211 - TYPE D

SCALE: 1/8" = 1'-0"

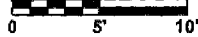
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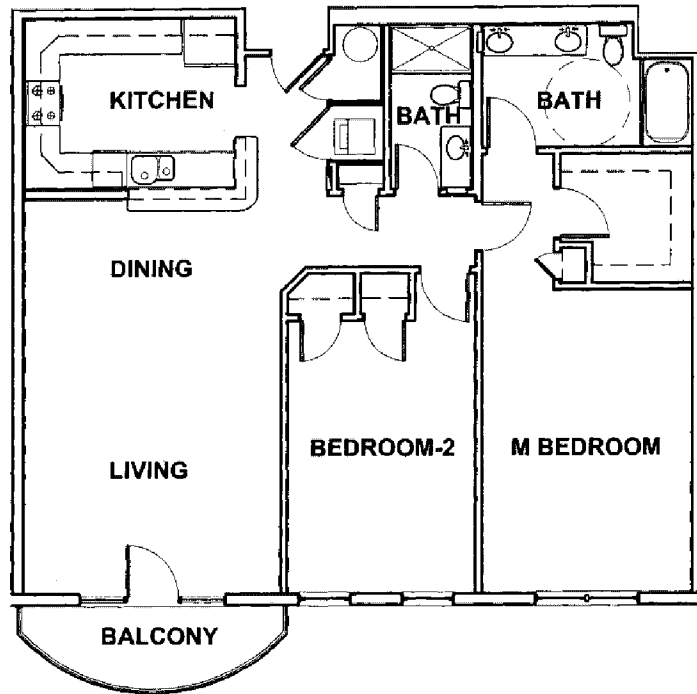


UNIT 212 - TYPE D

SCALE: 1/8" = 1'-0"

GRAPHIC SCALE

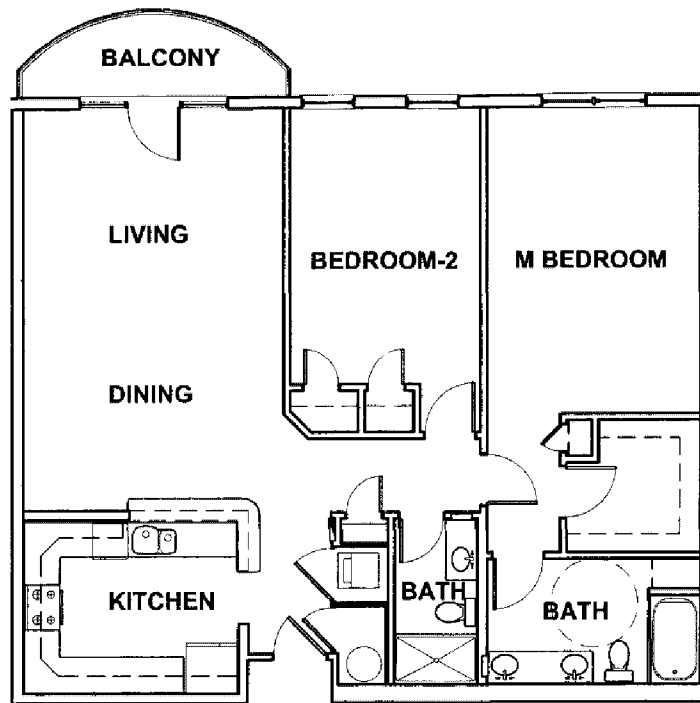
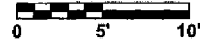




UNIT 214 - TYPE B

SCALE: 1/8" = 1'-0"

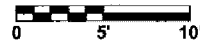
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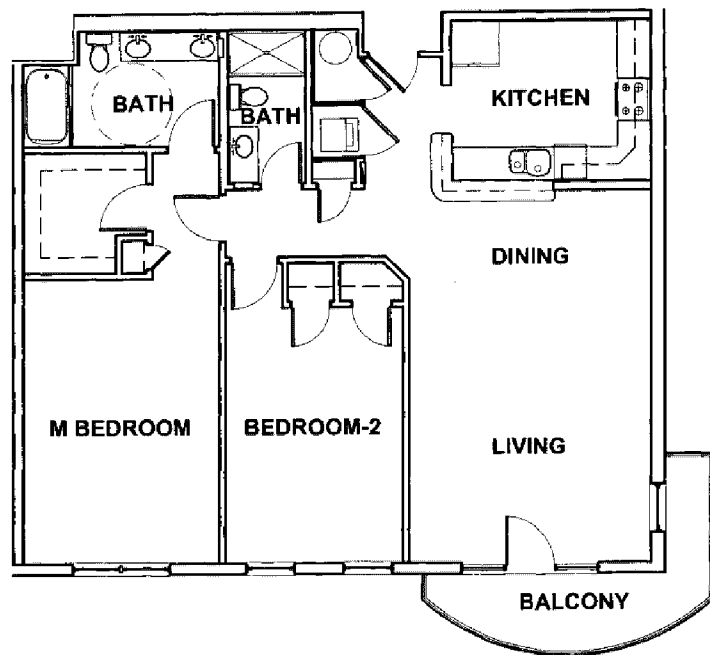


UNIT 215 - TYPE B

SCALE: 1/8" = 1'-0"

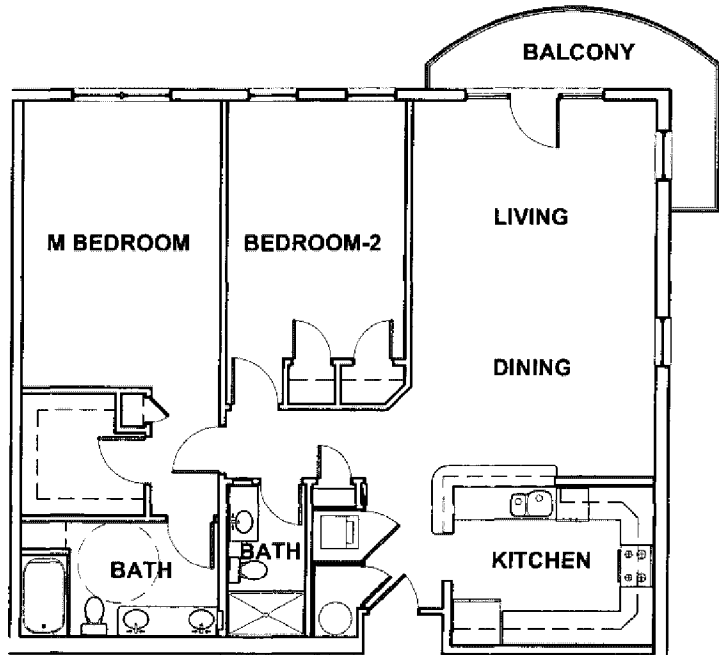
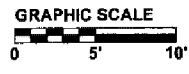
GRAPHIC SCALE





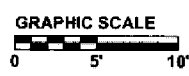
UNIT 216 - TYPE A

SCALE: 1/8" = 1'-0"

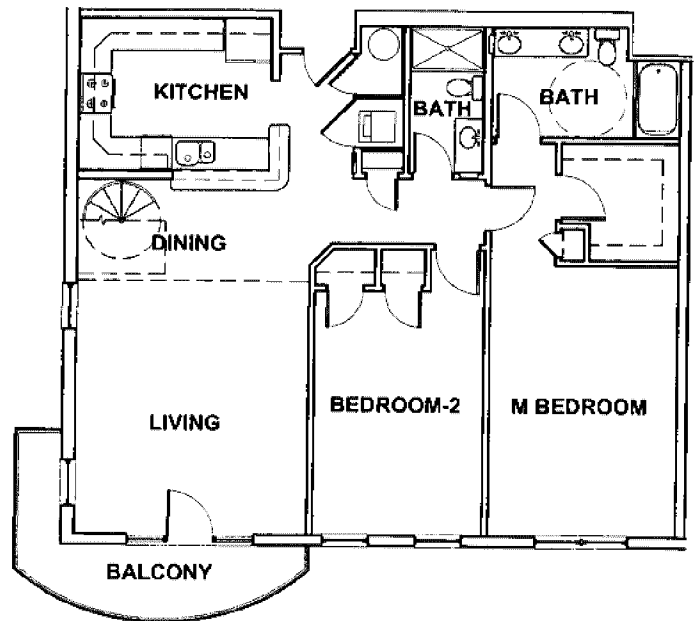
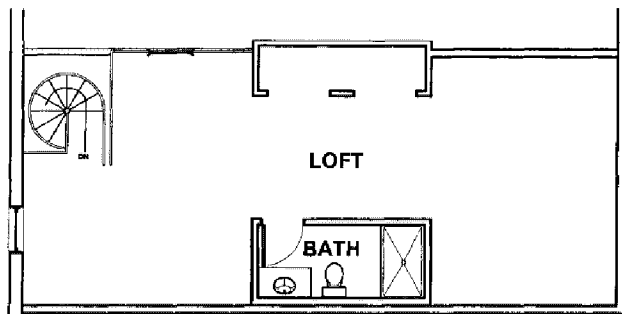
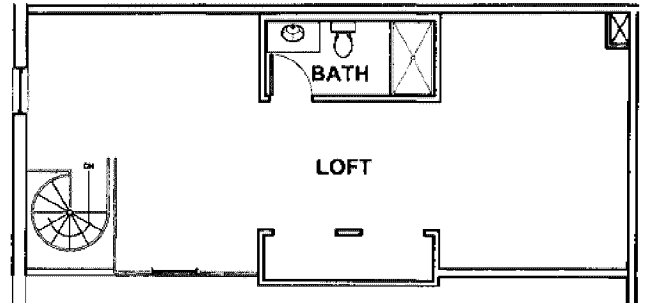
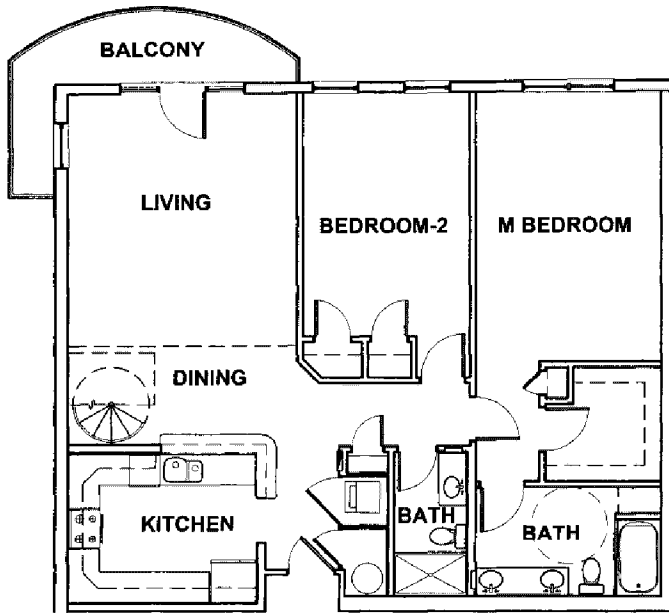
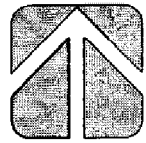


UNIT 217 - TYPE A

SCALE: 1/8" = 1'-0"



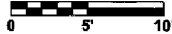
NORTH



UNIT 301 - TYPE A (L)

SCALE: 1/8" = 1'-0"

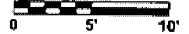
GRAPHIC SCALE



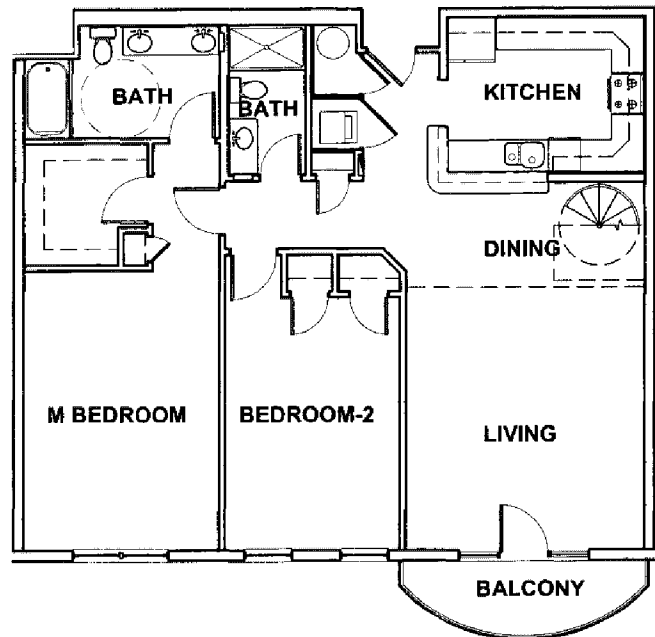
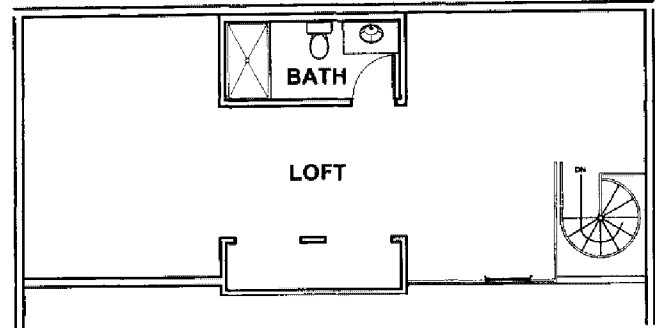
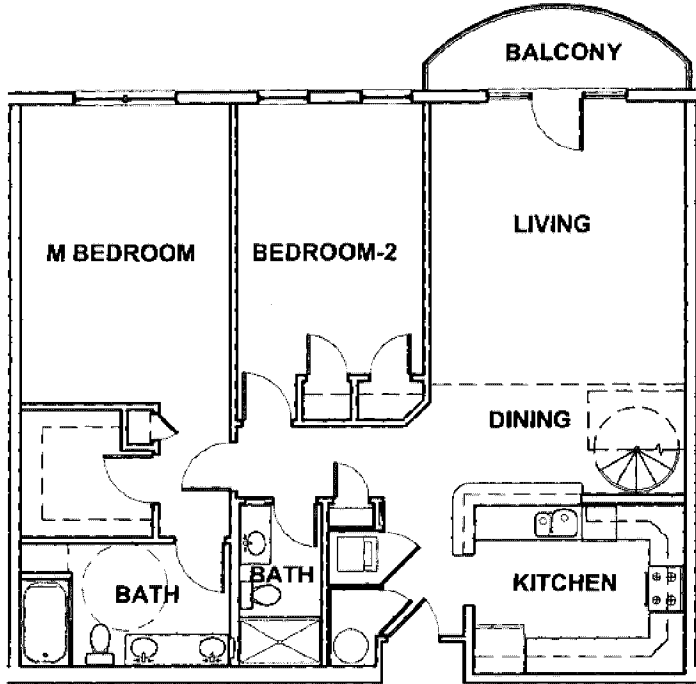
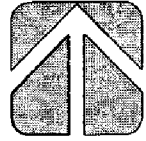
UNIT 302 - TYPE A (L)

SCALE: 1/8" = 1'-0"

GRAPHIC SCALE



NORTH



UNIT 303 - TYPE B (L)

SCALE: 1/8" = 1'-0"

GRAPHIC SCALE

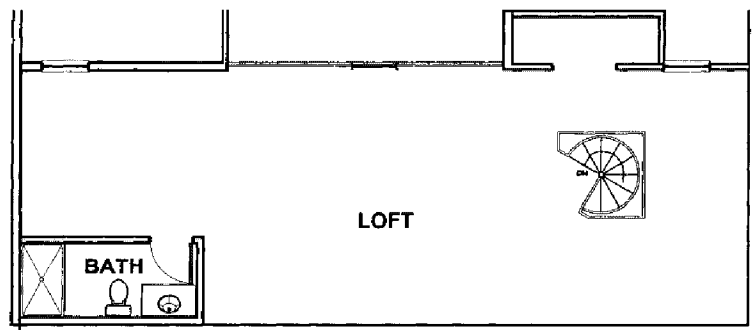
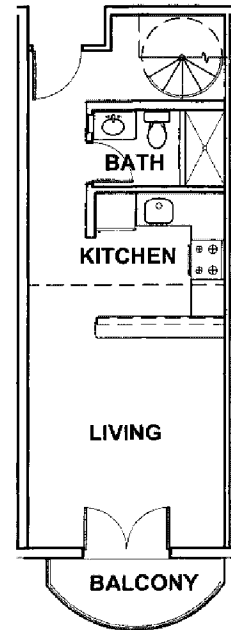
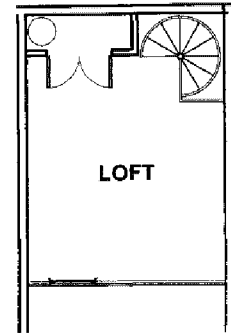
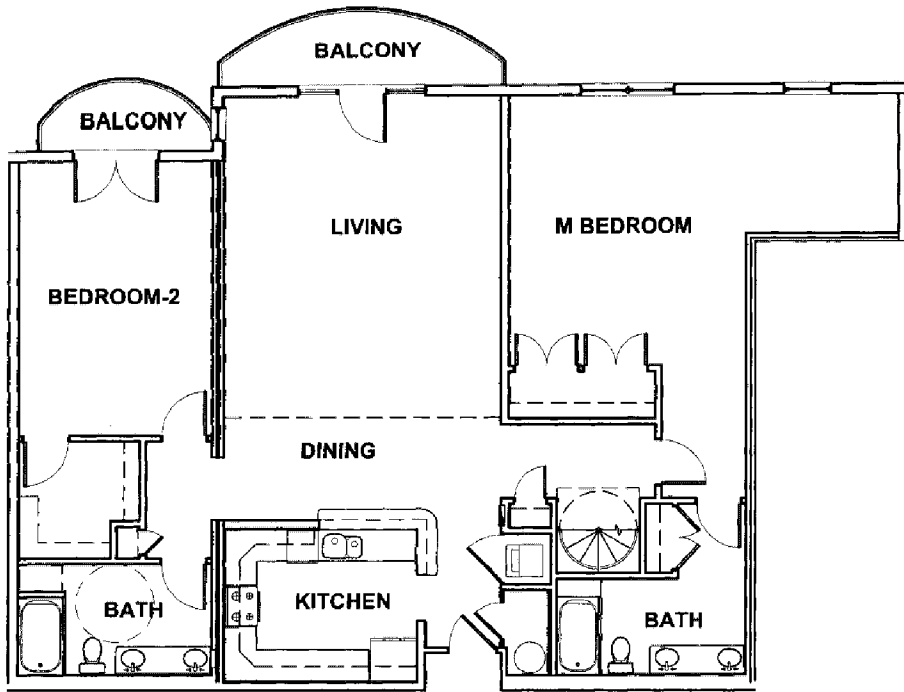


UNIT 304 - TYPE B (L)

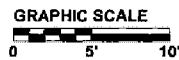
SCALE: 1/8" = 1'-0"

GRAPHIC SCALE

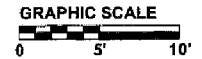




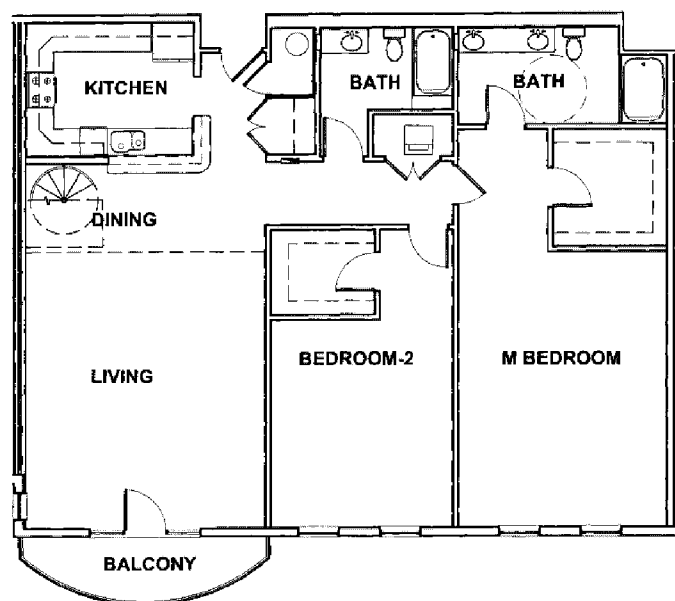
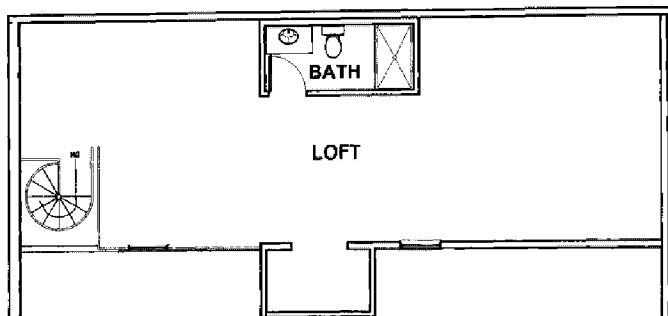
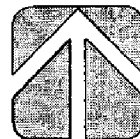
UNIT 305 - TYPE I (L)
SCALE: 1/8" = 1'-0"



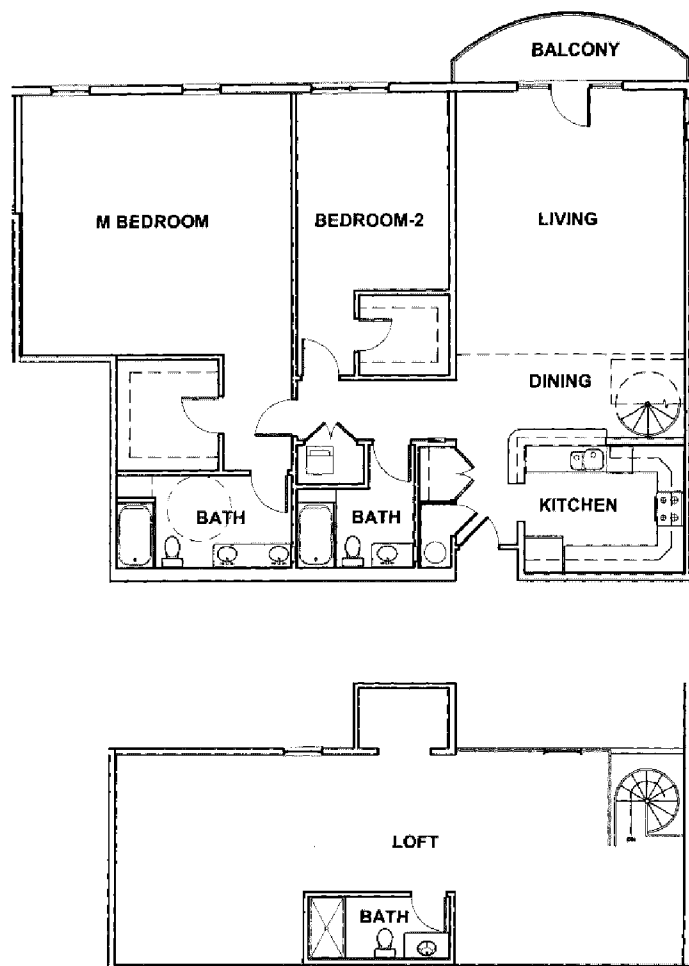
UNIT 306 - TYPE H
SCALE: 1/8" = 1'-0"



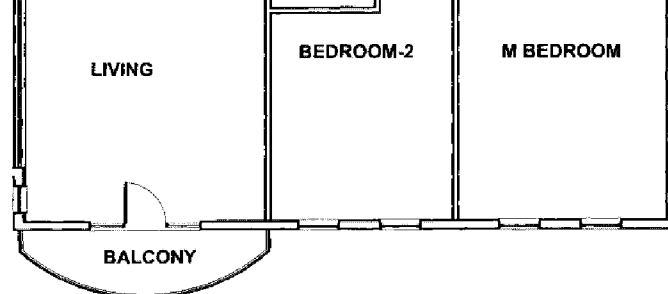
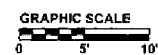
NORTH

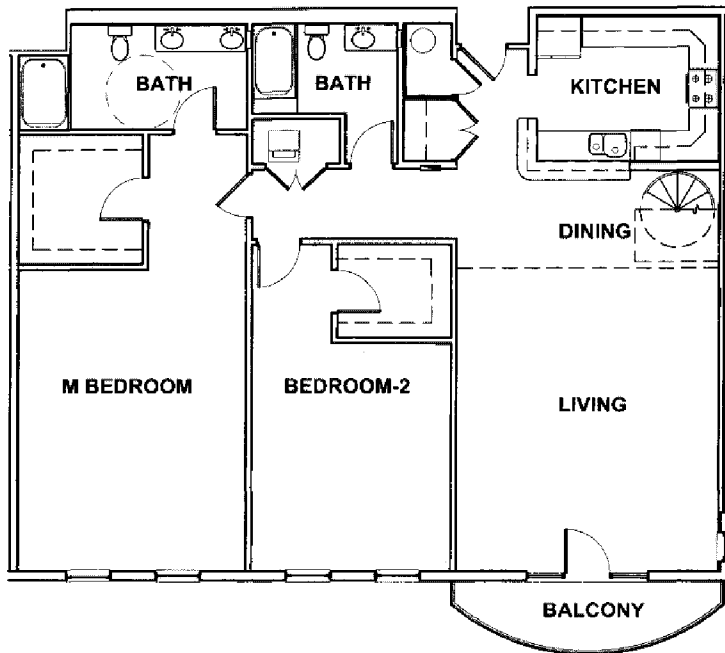
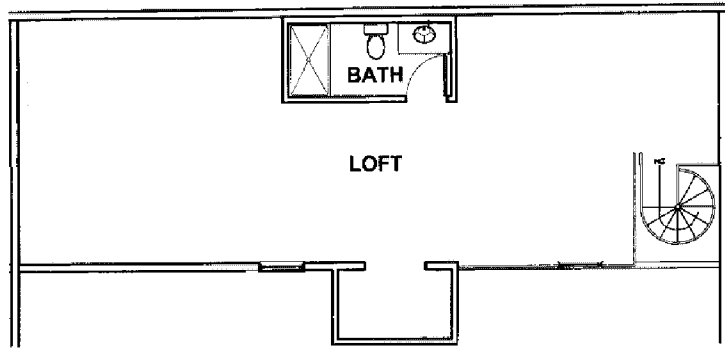


UNIT 308 - TYPE F (L)
SCALE: 1/8" = 1'-0"



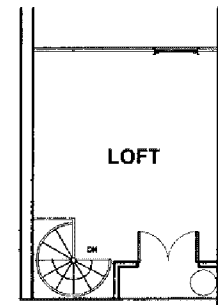
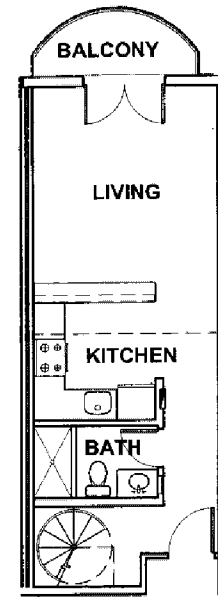
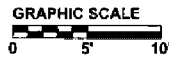
UNIT 309 - TYPE G (L)
SCALE: 1/8" = 1'-0"





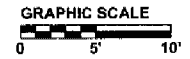
UNIT 310 - TYPE F (L)

SCALE: 1/8" = 1'-0"

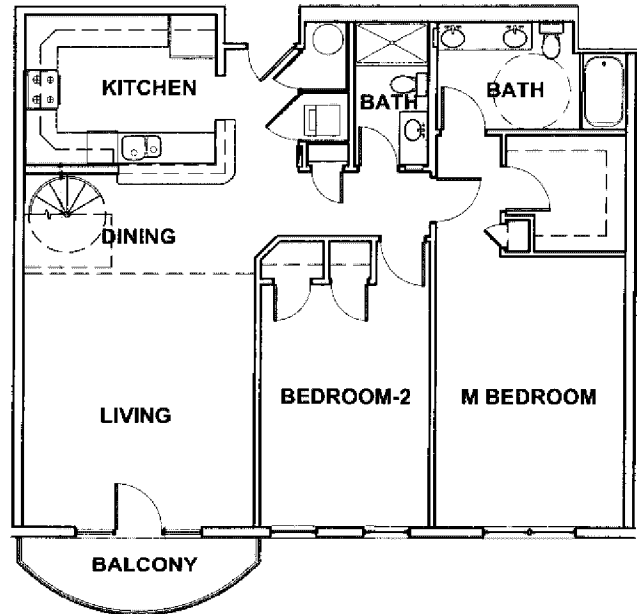
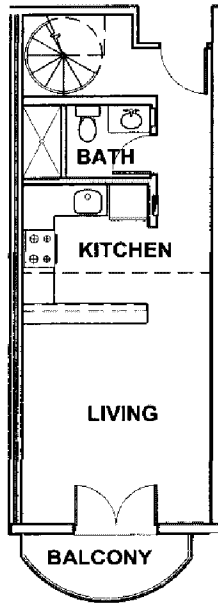
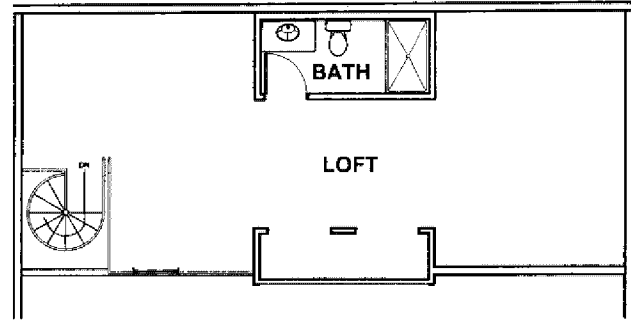
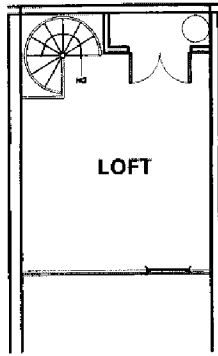


UNIT 311 - TYPE H

SCALE: 1/8" = 1'-0"



NORTH



UNIT 312 - TYPE H

SCALE: 1/8" = 1'-0"

GRAPHIC SCALE

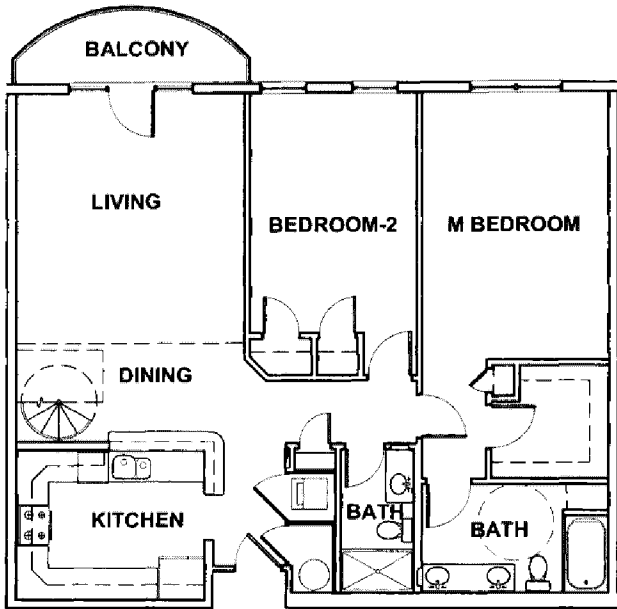


UNIT 314 - TYPE B (L)

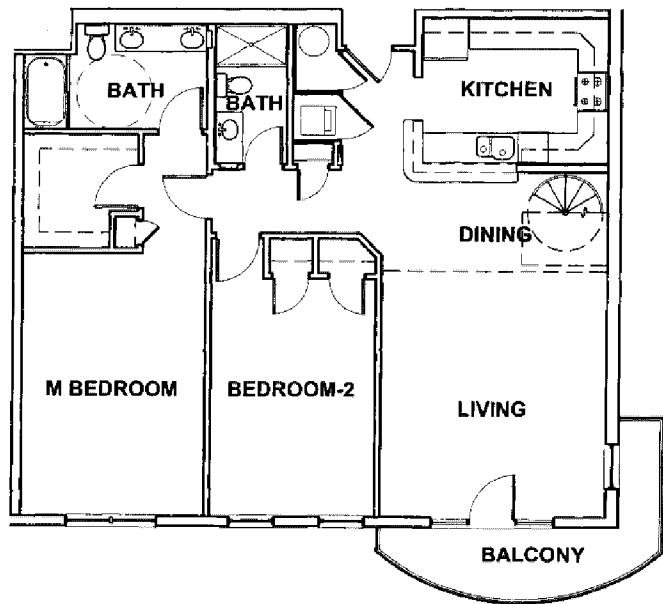
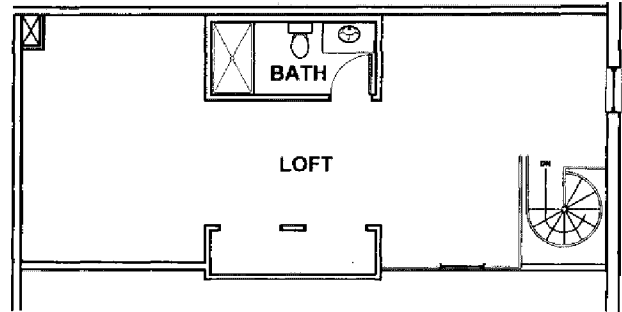
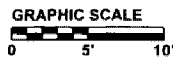
SCALE: 1/8" = 1'-0"

GRAPHIC SCALE

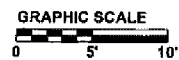


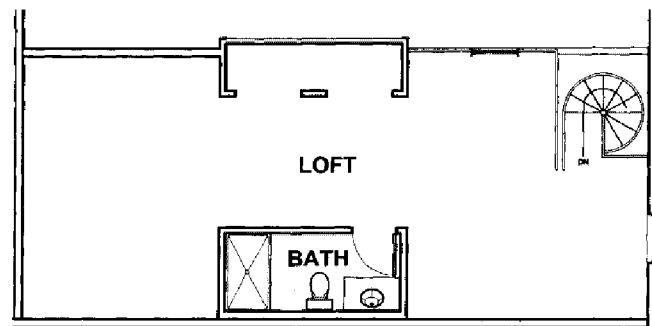
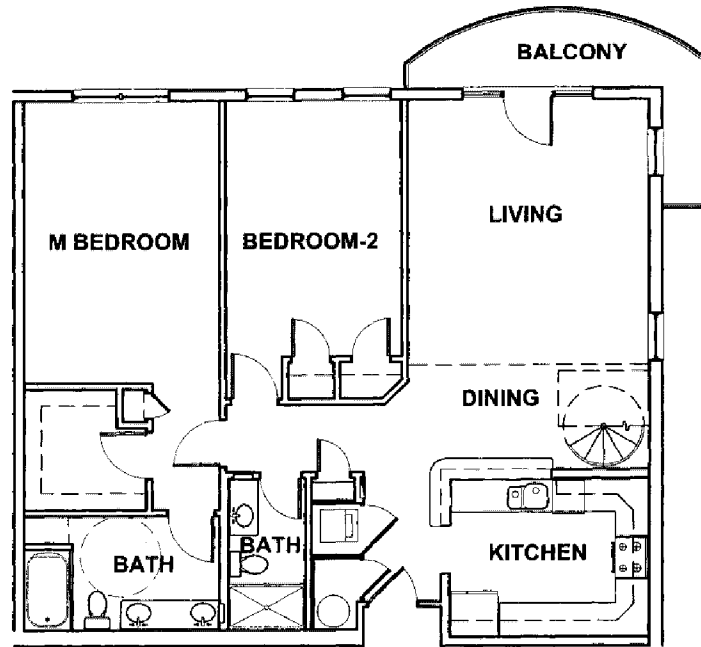


UNIT 315 - TYPE B (L)
SCALE: 1/8" = 1'-0"



UNIT 316 - TYPE A (L)
SCALE: 1/8" = 1'-0"





UNIT 317 - TYPE A (L)
SCALE: 1/8" = 1'-0"

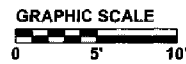


EXHIBIT C

Unit Allocated Interests and Common Expense Liability						
The Grande at Angel Fire Condominium						
Floor	Unit	Unit Net	Unit Gross	Balconies	Unit	Total Square Footage
Number	Number	Square Footage	Square Footage	Square Footage	Allocated Interest	of Units & Balconies
			(Comm Area Fact. 27.87%)	(Limit. Comm Area)	Common Areas	
1	101	1,274	1,629	129	2.0524%	1,758
	102	1,266	1,619	65	2.0395%	1,684
	103	1,278	1,634	78	2.0588%	1,712
	104	1,268	1,621	65	2.0427%	1,686
	105	1,676	2,143	135	2.7000%	2,278
	106	401	513	56	0.6460%	569
	108	1,612	2,061	65	2.5969%	2,126
	110	1,593	2,037	65	2.5663%	2,102
	111	401	513	42	0.6460%	555
	112	406	519	56	0.6541%	575
	114	1,268	1,621	65	2.0427%	1,686
	115	1,274	1,629	78	2.0524%	1,707
	116	1,268	1,621	65	2.0427%	1,686
	117	1,272	1,626	129	2.0492%	1,755
		16,257	20,788	1,093	26.1897%	21,881
2	201	1,274	1,629	129	2.0524%	1,758
	202	1,266	1,619	129	2.0395%	1,748
	203	1,278	1,634	78	2.0588%	1,712
	204	1,268	1,621	78	2.0427%	1,699
	205	1,766	2,258	135	2.8450%	2,393
	206	401	513	42	0.6460%	555
	208	1,739	2,224	93	2.8015%	2,317
	209	1,773	2,267	93	2.8563%	2,360
	210	1,747	2,234	93	2.8144%	2,327
	211	401	513	42	0.6460%	555
	212	406	519	42	0.6541%	561
	214	1,268	1,621	78	2.0427%	1,699
	215	1,274	1,629	78	2.0524%	1,707
	216	1,268	1,621	129	2.0427%	1,750
	217	1,272	1,626	129	2.0492%	1,755
		18,401	23,529	1,368	29.6437%	24,897
3	301	1,930	2,468	129	3.1092%	2,597
	302	1,925	2,461	129	3.1011%	2,590
	303	1,937	2,477	78	3.1205%	2,555
	304	1,924	2,460	78	3.0995%	2,538
	305	2,563	3,277	135	4.1289%	3,412
	306	574	734	42	0.9247%	776
	308	2,544	3,253	93	4.0983%	3,346
	309	2,526	3,230	93	4.0693%	3,323
	310	2,557	3,270	93	4.1193%	3,363
	311	612	783	42	0.9859%	825
	312	612	783	42	0.9859%	825
	314	1,927	2,464	78	3.1044%	2,542
	315	1,930	2,468	78	3.1092%	2,546
	316	1,924	2,460	129	3.0995%	2,589
	317	1,931	2,469	129	3.1108%	2,598
		27,416	35,056	1,368	44.1666%	36,424
		62,074	79,373	3,829	100.0000%	83,202
		Unit Net	Unit Gross	Balconies	Total for The Grande at Angel Fire	

Lower Level SF	9,455.00
First Floor SF	21,878.00
Second Floor SF	21,878.00
Third Floor SF	21,878.00
Lofts SF	9,768.00
Deck SF	1,200.00

Total Gross SF	86,057
Common Area Factor	27.8687%



Patriot Surveying and Mapping, Inc.
 12 Crestview Drive, Suite 6N
 Angel Fire, New Mexico 87710
 Phone: (954) 509-0083 Fax: (866) 495-0203

EXHIBIT D**Garage Assignment****The Grande at Angel Fire, a Condominium**

(Assigning Garage Number ____ from Unit __ to Unit __)

This Garage Assignment (“Assignment”) within The Grande at Angel Fire, a Condominium (“Condominium”) is made this ____ day of _____, 20____, and shall be effective upon its recordation in the office of the County Clerk of Colfax County, New Mexico, pursuant to §47-7B-17 NMSA 1978.

Recitals

The Condominium is located within the County of Colfax, New Mexico, created by the “Amended and Restated Condominium Declaration for The Grande at Angel Fire”, filed for record in the office of the County Clerk of Colfax County on _____, as Instrument Number _____ (“Declaration”), as amended, pursuant to the provisions of New Mexico Laws 1982, Chapter 27 (Chapter 47, Articles 7A, 7B, 7C and 7D, N.M.S.A. 1978), known as the New Mexico Condominium Act (“Condominium Act” or “the Act”).

The Grande at Angel Fire Association, Inc. is a New Mexico nonprofit corporation consisting of Unit Owners (“Association”) that is responsible for managing the Condominium and insuring the Common Elements.

Assignment

Pursuant to §47-7B-8 (B) of the Condominium Act, the undersigned Owners of Units ____ and ____ in the Condominium wish to reallocate an appurtenant Limited Common Element garage between their Units and do hereby amend the Declaration for that purpose as follows:

1. **Garage Assignment.** The following Limited Common Element Garage, currently assigned to **Unit** _____, with the recording of this Assignment shall be assigned to **Unit** _____:

Garage Number _____

In witness whereof, the undersigned Owners of the Units between which the Limited Common Elements are being assigned, and The Grande at Angel Fire Association, Inc., through its Authorized Agent, have executed this Assignment of Limited Common Element Garage Space within The Grande at Angel Fire, a Condominium on the date set forth below.

ASSIGNOR

_____, Owner, Unit ____ Date _____

Acknowledgment

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on _____, 20__, by _____, Owner of Unit _____.

My Commission Expires: _____

Notary Public

ASSIGNEE

_____, Owner, Unit ____ Date _____

Acknowledgment

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on _____, 20__, by _____, Owner of Unit _____.

My Commission Expires: _____

Notary Public

ACKNOWLEDGED BY:

The Grande at Angel Fire Association, Inc.

By: _____ , Its Authorized Agent _____ Date

Acknowledgment

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on _____, 20___, by _____, authorized agent of said Association.

My Commission Expires: _____

Notary Public