

TIMESHARE DECLARATION  
FOR  
ANGEL FIRE CABIN SHARE  
ANGEL FIRE, NEW MEXICO

ARTICLE 1  
DECLARATION

The Angel Fire Corporation, a New Mexico Corporation, herein referred to as the "Grantor", is the owner of the real property described on Exhibit "A", attached hereto, located in Colfax County, New Mexico.

Grantor desires to establish a timeshare project, subject to the New Mexico Timeshare Act,

It is the intent and purpose of the Grantor to arrange for the weekly timesharing of individual buildings (Cabin Units) and Grantor hereby establishes such use. Consequently, third party purchasers may acquire an undivided ownership interest in the real property, together with all improvements thereon, by and through the provisions of this Timeshare Declaration, together with the right to use a Cabin Unit during the timeshare time period designated in this Timeshare Declaration and their purchase agreement, either within general time periods each year or for specific time periods each year, all as provided for in this Timeshare Declaration,

Grantor hereby makes and declares the following limitations, restrictions and uses upon the said property, together with all improvements thereon, which have become subject to this Timeshare Declaration as covenants running with the Property and binding upon each owner or purchaser from the Grantor, its successors, and assigns so long as this Timeshare Declaration shall remain in effect.

ARTICLE 2  
DEFINITIONS

As used in this Timeshare Declaration, the words and terms listed below shall have the following meanings:

1. Property: The property described on Exhibit "A", together with the Cabin Units thereon and the furniture, fixtures and other personal property contained in a Cabin Unit.
2. Allocable Share of Percentage of Interest: The percentage of interest that each owner shall have in the property included in this Timeshare Declaration shall be a 1/832nd undivided interest for each weekly timeshare acquired.
3. Cabin Units: Individual building units as described in this Timeshare Declaration and in which an Owner shall have an individual ownership interest.
4. Association: All Owners are members of the Association. The Owners of an undivided interest in the property, which is subject to the Timeshare Declaration, shall belong to the Angel Fire Cabin Share Association.

5. Declaration: The Timeshare Declaration and any supplements or amendments thereto.

6. Permitted User: Any person using a Cabin Unit with the permission of the Owner; including, but not limited to, family members, invitees, users and the like.

7. Timeshare Time Period or Periods: The Time Period specified in the timeshare purchase agreement as the period of time during which the Owners of the timeshare periods shall have the exclusive use right within the general time periods or specific time periods of use.

8. Timeshare Week or Weeks: The individual, separate weeks which shall be the periods of time in which the Cabin Units submitted to this Timeshare Declaration have been created through the filing of this Timeshare Declaration, which timeshare weeks are listed within the general time periods and specific time periods as set forth on Exhibit "B" hereto. The year has been broken down into fifty-two (52) consecutively numbered Timeshare Weeks. Timeshare Week No. One (1) is a seven-day period commencing at 12:00 Noon on the Sunday following the day on which January 1 falls each year and ending at 12:00 Noon on the following Sunday. Timeshare Week No. Two (2) is the seven-day period following Timeshare Week No. One (1) commencing and ending at the same time provided for Week No. One (1), with the following fifty (50) weeks computed in a similar manner. Each week of ownership represents a 1/832nd interest in the property. A purchaser or owner may have the right to occupy a Cabin Unit for a single week or any combination of weeks as set forth in his/her purchaser documentation and deed.

9. Majority in Interest in the Entire Property: The Owners who have an aggregate percentage of interest in excess of 50% of the total of all of the undivided interests in the property.

10. Owner: Any person or organization which owns by Deed or is a purchaser under a contract for deed an undivided interest in the property.

11. Board of Directors: The Board of Directors of the Association ("Board") as elected by a majority vote of the Owners as provided for in this Timeshare Declaration, the Articles of Incorporation, and the By-Laws of the Association.

### ARTICLE 3 PROPERTY RIGHT

Each owner, upon acquisition of his or her interest, shall acquire an undivided interest in the whole property (initially an undivided 1/832nd interest in the property, subject to expansion), for each weekly timeshare acquired. For each such interest, an owner shall also have the right to occupy a Cabin Unit and to use those portions of the property not improved with Cabin Units in common with other owners during the general time period or specific time period of time as reflected on owner's purchase agreement and deed and in accordance with Exhibit "B".

Such right shall include the right to access and ingress and egress and shall be subject to all of the easements, covenants, conditions, restrictions and other provisions included in this Timeshare Declaration, the Articles and By-Laws of the Association and the Rules and Regulations promulgated pursuant to this Timeshare Declaration. Such rights of use and enjoyment of the Common Elements are non-exclusive to any particular Cabin Unit or timeshare owner.

#### ARTICLE 4

##### EXPANSION OF DEVELOPMENT OF LOG CABIN SHARE

1. Grantor reserves the option and right to expand this timeshare project from time to time, but in no event after December 31, 1988, by filing amendments to this Timeshare Declaration as to additional lands and cabin units and making reference to this Declaration, without consent of any other party or Owner. An Owner, by executing a purchase agreement or accepting a deed to the property, irrevocably grants to Grantor the right, without further consent of Owner, to perform such acts as may be necessary to effectuate the expansion and file amendments to this Timeshare Declaration for this purpose. The terms and provisions of this Timeshare Declaration shall apply in full to any additional property excepting where specifically modified by this Article.

2. Described on Exhibit "C", attached hereto, is a description of the entire possible expansion lands and it being understood that if any expansion is undertaken it may be done as may be determined by the Grantor in its discretion.

3. Upon any additional expansion lands, Grantor may construct recreational and other amenities to serve this timeshare project and the timeshare project as expanded by the additional lands, in addition to constructing Cabin Units.

4. The improvements to be placed upon any additional expansion lands shall be compatible with the project and of the same or similar equality of construction and materials. The Grantor reserves the right to change the size, design and density in order to meet the requirements of the market, but the maximum number of total additional Cabin Units which may be constructed shall not exceed 20.

5. Upon the inclusion of additional lands and Cabin Units, the allocation of ownership in the entire property shall automatically be adjusted and a supplemental amendment recorded so showing the adjustments. So that each Owner having acquired a one week use period will have an equal, undivided interest, based upon the total number of timeshare weeks in this Declaration and any additions thereto. The ownership in the entire property shall not be reduced beyond 1/1,300 (one/one thousand three hundredth)

6. In order to accomplish the development, construction and sale of any additional property, the Grantor and its assigns is granted an easement over the property covered in this Declaration and any expansion lands.

ARTICLE 5  
TYPE UNITS AND USE PERIODS

1. There are four (4) general time periods of use and three (3) specific time periods of use. They are set forth on Exhibit "B". All time periods of use are subject to advance reservations pursuant to the provisions of this Timeshare Declaration and adopted Rules and Regulations.

2. There is one type Cabin Unit, being a three bedroom unit. An Owner shall be entitled to occupy during the Owner's timeshare week a similar Cabin Unit to that in which he/she has an ownership interest.

3. It is recognized that in some years there will be a 53rd week. When such 53rd week occurs, same shall belong to the Owner having acquired the 52nd week of these years.

ARTICLE 6  
PERMITTED USES

1. Each Cabin Unit shall be used for residential use only, and all uses shall be in accordance with this Timeshare Declaration, the By-Laws and the Rules and Regulations.

2. During Owner's timeshare week, each Owner shall keep his/her occupied Cabin Unit in the same good order and condition as when he/she took possession thereof, loss by fire, acts of God, and ordinary wear and tear, excepted. No Owner shall make or authorize any alterations, additions or improvements to the Cabin Unit or any of its furniture or furnishings. No Owner shall remove furniture or furnishings, wall hangings or floor coverings, or redecorate the Cabin Unit or other areas of the Property.

3. All repairs to a Cabin Unit required in order to maintain the Cabin Unit shall be made by the Association. No Owner shall make such repairs.

4. No dangerous or unlawful substances or explosives or firearms may be kept in the Cabin Unit or on other areas of the Property.

5. Obnoxious, unlawful or offensive activities shall not be permitted in the Cabin Unit or on other areas of the Property.

6. Laundry drying shall not be permitted outside the Cabin Unit.

7. Garbage, ashes, trash or other refuse may not be deposited inside the Cabin Unit or on other areas of the Property, except in designated containers expressly for such use.

8. No Owner shall be permitted to store inoperable vehicles on any areas of the Property.

9. No signs (including without limitation "For Sale" or "For Rent" signs) or flags of any kind shall be placed in the windows or on doors or other exterior surfaces of the Cabin Unit or on any other areas of the Property without the prior written approval of Grantor and the Association.

10. Any Owner may allow others as Permitted Users to use a Cabin Unit for the purposes permitted by this Timeshare Declaration during his/her time periods of use, but each Owner shall be responsible for any loss, damage or destruction

which occurs during any period when the Cabin Unit is used by others as if such Owner was occupying the Cabin Unit himself/herself.

11. Each Owner shall indemnify and hold the other Owners harmless against any loss, damage or claim arising out of his/her breach of the provisions of this Article.

ARTICLE 7  
FAILURE TO VACATE

If any Owner or Permitted User fails to vacate a Cabin Unit at the end of his/her time periods of use or otherwise uses or occupies a Cabin Unit during a period of use assigned to another Owner, or prevents another Owner from using or occupying a Cabin Unit during such other Owner's time periods of use, then the using, occupying or preventing Owner, shall be subject to the following at the sole discretion of the Association:

1. The Association may terminate utility services to the Cabin Unit.
2. The Owner and his/her personal effects shall be subject to immediate removal, eviction or ejection from the Cabin Unit wrongfully occupied.
3. The Owner shall be deemed to have waived any notices required by law with respect to any legal proceedings requiring the removal, eviction or ejection of such occupancy to the extent that such notices may be waived by law.
4. The Owner shall reimburse the Association and the party entitled to use the Cabin Unit during such wrongful occupancy for all costs and expenses, including, but not limited to travel costs, costs of alternative accommodations, court costs and reasonable attorney's fees, incurred in connection with removing, evicting or ejecting the defaulting Owner from such Cabin Unit or enforcing any of these provisions.
5. The Association shall prohibit the Owner from subsequent use until all damages incurred are paid in full.
6. In addition to the other remedies provided for in this Article 7, the Owner shall pay to the party entitled to the use of the Cabin Unit during such wrongful occupancy, as liquidated damages for the wrongful use of the Cabin Unit, a sum equal to 200% of the fair rental value per day (but in no event less than \$250 per day) of the Cabin Unit wrongfully occupied, for each day or portion thereof including the day of surrender, during which the defaulting owner wrongfully occupies the Cabin Unit. If an Owner by his/her negligence renders a Cabin Unit uninhabitable by the user, the provisions of Article 7, Paragraph 4 above, shall apply and the negligent Owner shall be liable to the subsequent Owners as if the negligent Owner had refused to vacate. For purposes of this Article 7, the act of a Permitted User shall be deemed to be the act of the Owner.
7. The Association may enforce any sums due under Article 6 pursuant to the lien and assessment procedures under Article 9.

ARTICLE 8  
ASSOCIATION

1. Association Purpose: It is desirable for the efficient management of the Property and the preservation of the value, desirability and attractiveness of

the Property to create a corporation to which shall be delegated and assigned the powers of managing the timeshared Cabin Units, maintaining, cleaning, furnishing, and providing maid service, linens, dishes and utensils for the Cabin Units and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to assessments and charges hereinafter created and referred to and to perform such other acts as shall generally benefit said Property included within this Timeshare Declaration. The Association shall be the manager for the Owners.

2. Association: Each owner is a member of the Angel Fire Cabin Share Association, whose basic function is the maintenance of the Property inclusive of the Cabin Units as referred to in the Declaration. Each Owner shall be obligated to pay assessments validly levied by the Association as provided for in this Timeshare Declaration.

3. Powers of the Association Board: The Association shall operate through its Board of Directors ("Board"):

(a) The governing body of the Association shall be empowered to enforce and determine and decide questions regarding enforcement of this Timeshare Declaration.

(b) The Board shall have the right to contract for services or to transfer to any other corporation, person or partnership, all or any part of its functions hereunder.

(c) The Board (or its Manager when appointed) shall attend to as part of its function, but not in limitation thereof: the efficient reservation system for the time periods of use and check-in and check-out procedures; cause each Cabin Unit to be maintained in a first class manner and condition and make provisions for maid service; prepare the budget of operating costs of each year and bill all assessments provided for under this Timeshare Declaration; provide for insurance and the payment thereof; pay property taxes and assessments; arrange for the appropriate repairs, replacements and maintenance; arrange for alternate accommodations in the event a Cabin Unit is uninhabitable; employ managers and agents, provided that any such employment contract, subject to renewals, shall not exceed one year in term, and to pay for such services rendered. Nothing herein shall preclude Grantor or its agents from being retained, provided any such compensation paid to Grantor or its agents shall be competitive in amount for comparable services rendered by independent third parties.

(d) The Board shall provide for public liability insurance and insurance on the furnishings.

(e) In addition to any specific powers and duties set forth in this Timeshare Declaration, the Board shall have the authority in general to carry out its purposes.

4. Liability of Board: Neither the Board in whole or its individual members shall incur liability to any Owner for its good faith acts or omissions.

5. Time of Annual Meetings: The first annual meeting shall be held within thirteen (13) months of the date of purchase of the first Timeshare Unit to an

Owner. Subsequent annual meetings shall be held on the first Monday following each anniversary date of the first annual meeting. The members at any annual meeting may change the next succeeding annual meeting date(s) without an amendment to this Timeshare Declaration.

6. Special Meetings: Special meetings and the conducting of all meetings shall be as set forth in the Association By-Laws.

ARTICLE 9  
COVENANT FOR ASSESSMENTS

1. Personal Obligation of Assessments: Each Owner of an undivided interest by acceptance of an instrument of conveyance or transfer, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Association: (1) Annual general assessment for utilities, insurance, maintenance, management and other general expenses relating to the Property, including, but not limited to, refurbishing and furnishing replacement expenses, and (2) Special assessments for capital improvements relating to the timeshared Cabin Units, if any, and (3) Individual assessments for special expenses incurred because of the acts or omissions for which the Owner of a timeshared Cabin Unit is individually responsible. The above assessments and any late payment penalties which may be levied by the Board for non-payment on time, together with interest, costs and reasonable attorney's fees, shall be a lien upon the ownership of the Owner. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner at the time the assessment was levied. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

2. Purpose of Assessments: The assessments levied by the Board shall be used exclusively to promote the recreation, health, safety and welfare of all Owners and the improvement and maintenance of the Property. The purpose of the assessments shall include, but not be limited to, management fees, insurance premiums, assessments due the Association, expenses for maintenance, replacement, renovation, repair, redecorating and refurbishing of the Cabin Units; maintenance and upkeep of the Property without Cabin Units; reserves for contingencies; charges for all utilities for the Cabin Units, taxes, costs of enforcement of this Timeshare Declaration, the Articles, By-Laws and Rules and Regulations.

The Association shall establish and maintain a reserve fund for replacements by the allocation and payment annually to such reserve fund of an amount to be designated from time to time by the Board. Such fund shall be deposited in a special account with a Federally insured depository, and may be in the form of a cash deposit or invested in obligations of, or fully guaranteed as to principal by the United States of America. The reserve fund is for the purpose of effecting replacement or repair because of damage, depreciation, obsolescence and normal wear and tear.

3. Uniform Rate of Assessment: Both general and special assessments must be fixed at a uniform rate for each undivided interest with each Owner of an acquired Weekly Timeshare being responsible for 1/832nd of the assessments for

the Property (except for Individual assessments). The assessment shall be collected on an annual basis or on such other reasonable basis as may be set by the Board. Unless the Board otherwise designates, the assessments shall be due on the first day of the calendar year.

4. Date of Commencement of Annual Assessments: The general assessment for each acquired weekly Timeshare shall commence on the first day following the entering into of the purchase contract for such acquired weekly Timeshare by an individual Owner.

5. ~~Grantor's Assessment:~~ From the time assessments commence, Grantor shall pay no assessment for any individual interest it owns, except that during such time as any such Timeshare Week is not acquired by a third party purchaser but inhabited for the benefit of the Grantor, the Grantor shall pay full assessments or Grantor may furnish services and management in lieu of assessments in a reasonably equivalent amount.

6. Maximum Assessment: Until January 1 of the year immediately following the date of the initial purchase of an undivided interest by an Owner, the maximum annual General assessment shall be \$175.00 for each acquired Timeshare Week.

(a) From and after January 1 of the first year immediately following the date of purchase of an undivided interest by an Owner, the maximum general assessments may be increased each year, without a vote of the membership, above the maximum assessments for the previous year in a percentage equal to the percent of increase during the preceding twelve (12) months in the Consumer Price Index for that region within which the State of New Mexico is located as determined by the United States Department of Labor, Bureau of Labor Statistics, plus five percent (5%). In the event the Consumer Price Index is discontinued, the Board shall select an appropriate economic indicator.

(b) From and after January 1 of the year immediately following the date of purchase of an undivided interest by an Owner, the Owners may increase the maximum general assessment above the amount set forth in Paragraph (a) by a vote of more than fifty percent (50%) of all votes eligible to be cast.

(c) In the event an Owner owes annual General assessments for more than one assessment period, one or more Special assessments, one or more Individual assessments, utility bills, or any combination of the foregoing, any monies paid by that Owner shall be applied in the following order of priority: telephone bill, individual assessments, special assessments, and general assessments. If an Owner owes more than one obligation in a single category, the obligation within that category shall be paid in order of age, beginning with the oldest.

7. Individual Assessments: The Association is empowered, through its Board to levy against any particular Owner or Owners an Individual assessment or charge for all costs, expenses, fees and charges incurred by the Association by reason of a breach on the part of such Owner or Owners, the Owner's guests, or family members of any of the provisions of, this Timeshare Declaration, the By-Laws of the Association or of the Timeshare Rules and Regulations to which the Owners are subject. Such Individual assessments shall include, but not necessarily be limited to, all charges incurred by reason of the failure of any particular Owner or Owners, or person or persons occupying a Cabin Unit with the consent and



knowledge of the Owner, to vacate the same at the conclusion of the Timeshare Week, reserved, at 10:00 A.M. local time on the day which concludes the reserved time; all costs of damage, breakage or loss of any of the furnishings, fixtures, appliances, utensils, linens or other commonly-owned personal property beyond reasonable wear and tear; all damage, breakage or loss to any of the interior or exterior walls, windows or other surfaces of a Cabin Unit attributable to such Owner or Owners, or person or persons occupying the Cabin Unit with the knowledge and consent of such Owner or Owners; and any other costs and expenses incurred by the Association which are attributable to the failure of the Owner or Owners to comply with the provisions hereof.

8. Status of Assessment Lien Subordination: The lien for assessments provided for herein shall be subordinate to the lien of a lender who holds a valid first lien obligation against the Property included within the provisions of this Timeshare Declaration or any individual undivided interest. Subject to this subordination, the sale or transfer of a Timeshare shall not affect either the assessment lien provided for herein nor the creation and enforcement thereof in accordance with this Timeshare Declaration because of delinquent assessments, whether such assessments become due prior to, on or after the date of such sale or transfer, and regardless of whether or not the Owner is personally obligated as provided for in this Timeshare Declaration to pay any or all of the delinquent assessments as to which such lien is created.

9. Rate of Interest: All monies owed to the Association shall bear interest from the due date until paid at 20% interest or such other higher rate of interest as may be from time to time set by the Board that is not in excess of the prime rate in effect as of the date of the delinquency as set by the Chase Manhattan Bank, New York, plus 5 points, or the reasonable equivalent standard thereto; provided, in no event shall the interest charged or payable exceed the limits set by any applicable usury laws.

#### ARTICLE 10

##### CLEANING PERIOD AND MAINTENANCE WEEKS

1. Although the Owner's acquired weekly timeshare period starts at 12:00 Noon, all Owners must allow for the cleanup of the Cabin Unit to make it ready for occupancy and there is, therefore, a "check-in" time of 4:00 P.M. on the first day of Owner's use. An Owner must check with the Board or its Manager if he wishes to occupy a Cabin Unit prior to the check-in time of 4:00 P.M. on the first day of the timeshare week. Unless such permission is granted, the Cabin Unit may not be occupied until 4:00 P.M. Similarly, each Owner must vacate the Cabin Unit no later than 10:00 A.M. on the last day of his/her timeshare week, the "check-out" time, unless permission is granted to stay beyond that time. This period between the check-out of one timeshare week and the check-in time of the next timeshare week shall be used for maintenance and cleaning and shall be referred to as the "Cleaning and Inventory Period".

2. One (1) week of each year shall be used for the maintenance of a Cabin Unit. This week may vary from year to year and from Cabin Unit to Cabin Unit. Such week shall be used by the Board for the annual refurbishing, repair, remodeling or replacements as shall be necessary to adequately repair the Cabin Unit. The Association will use an unoccupied Cabin Unit during a timeshare week for such purpose.

3. The Board shall have the right during the Cleaning and Inventory Period and during the Maintenance Week and at any other reasonable time when a Cabin Unit is not occupied, to enter the Cabin Unit for the purpose of cleaning, maid service, painting, maintenance and repair. The Board shall keep a master key to all of the Cabin Units to facilitate such entry.

#### ARTICLE 11

##### ATTORNEY IN FACT

Each Owner by his/her execution of a Purchase Agreement or acceptance of the deed or other conveyance vesting in him an interest in a Cabin unit does hereby constitute and appoint the Board or the Board's designated agent, acting from time to time with full power of substitution, as Owner's true and lawful attorney, coupled with an interest, to:

1. Negotiate and consummate on behalf of such Owner any recovery or insurance proceeds involving damage or destruction of any personal property in a Cabin Unit, and

2. To enter into any agreements appropriate to the carrying out of the responsibilities of the Association and the Board as set forth herein.

#### ARTICLE 12

##### FURNITURE AND FURNISHINGS

1. Each Cabin Unit shall be provided with quality furniture and furnishings. A listing of the specific major items to be provided to a particular Cabin Unit shall be given to each Owner. The Board shall be responsible for keeping each Cabin Unit equipped in a first class manner substantially in accordance with the listing provided Owner, and shall be authorized to replace or repair any furniture or furnishings which are missing, which become unusable or which become so worn as to require replacement in the reasonable judgement of the Board. Except in cases where such furniture or furnishings must be replaced due to the negligent or intentional act of any Owner, his/her family or the Owner's guests, which determination shall be made by the Board in its reasonable judgement, the expenses of replacing or repairing such furniture or furnishings shall be a general operating cost, with all costs thereof shared equally by all other Owners, payable through the assessments set by the Board.

2. At each cleaning period, the Board shall inspect the Cabin Unit and shall determine whether there are any items of furniture or furnishings which need to be replaced or repaired, and if so, whether such replacement or repair is the responsibility of the Owner during whose weekly timeshare such repair or replacement becomes necessary, and whether such loss or damage to such furniture or personal property has been caused by negligent or overt acts of an Owner, or his/her Permitted Users, in which case the costs of replacement or repair shall be assessed to and paid by such owner. The Board shall notify any Owner promptly if Owner is to be charged for any items of furniture or furnishings which need to be replaced or repaired. Though the cost of such replacement or repairs are subject to payment or reimbursement by the Owner, such costs shall be advanced by the Board so that the replacement or repairs may be immediately effected. Such advancement by the Board shall not in any fashion alleviate the Owner from any responsibility to pay for the repair or replacement.

ARTICLE 13

DAMAGE OR DESTRUCTION OF PERSONAL PROPERTY

In the case of damage or destruction to any of the personal property in a Cabin Unit, the Board shall collect the insurance proceeds payable on account of such damage or destruction (as attorney-in-fact for the Owners) and, unless the project is not to be rebuilt or repaired under the Timeshare Declaration, shall apply the proceeds of insurance to replace or repair damaged or destroyed personal property. If any excess funds are required in order to replace or repair such personal property, such excess shall be a general operating expense. If the insurance proceeds exceed the cost of repair or replacement, such excess shall be placed in the account of the Association. Each Owner shall be solely responsible for his/her personal effects and any insurance coverage thereof.

ARTICLE 14

TERMINATION

If the Property included within this Timeshare Declaration after damage, destruction or for any other reason ceases to be subject to the Timeshare Declaration or otherwise, the Board shall be entitled to receive as attorney-in-fact for the Owners of all such affected Cabin Units, all sums payable to such Owners under the Timeshare Declaration or otherwise. Such sums shall be collected by the Board and divided among such Timeshare Owners and paid into separate accounts on the basis of each Owner's allocable share, one share for each Weekly timeshare acquired. The funds in each account (without contribution from one account to another) shall be applied by the Board for the following purposes in the order indicated:

- a. For payment of the balance of any first lien, mortgage or deed of trust on the interest of the Owner.
- b. For payment of taxes and special assessment liens in favor of any assessing entity with respect to the interest of the Owner.
- c. For payment of unpaid General, Special or Individual assessments or operating costs attributable to the interest of the Owner.
- d. For payment of junior liens and encumbrances in the order and to the extent of their priority with respect to the interest of the Owner.
- e. The balance remaining, if any, shall be paid to the Owner.

The provisions of this paragraph shall not be construed as limiting in any way the right of a first lienor (in case the proceeds allocated under (a) shall be insufficient to pay the indebtedness secured by its lien) to assess and enforce the personal liability for such deficiency of the person or persons responsible for payment of such indebtedness.

ARTICLE 15

AMENDMENT OR REVOCATION

This Timeshare Declaration may be amended or revoked:

- (a) By the Grantor at any time prior to the execution of the first timeshare Purchase Agreement with an Owner, and

- (b) By the Grantor subject to Article 4, and
- (c) Upon the written approval, duly acknowledged, and recorded in the office of the County Recorder of 66-2/3% of the Owners and all first lienors and Grantor, if Grantor retains any undivided interest in the Property or proceeds payable to Grantor therefrom. Notwithstanding this provision, except as set forth in Article 4, or as expressly permitted or required by law, no amendment shall create or increase Grantor's rights, increase the number of Cabin Units, or the timeshare interests within a Cabin Unit or the uses to which any Cabin Unit is restricted without unanimous consent of all Owners.

#### ARTICLE 16

##### RESERVATIONS (GENERAL TIME PERIODS)

Reasonable advance notice must be given by an Owner of his/her intention of which week(s) he/she intends to use. The Owner must make reservations through the Board in writing. An Owner must present upon check-in written confirmation from the Board of Owner's reserved time period(s) for that year. All requests for reservations must be made in accordance with the Rules and Regulations promulgated from time to time by the Board.

#### ARTICLE 17

##### USE BY OTHERS

In the event an Owner exchanges his/her Timeshare or otherwise allows others to use his/her weekly Timeshare, the Owner shall be responsible for any damage caused by others and all provisions of this Timeshare Declaration and the Rules and Regulations shall apply to Owner's Permitted Users.

#### ARTICLE 18

##### RENTAL OF TIMESHARE UNITS BY GRANTOR

Grantor hereby reserves the exclusive right to occupy and rent to the general public each timeshare Cabin Unit during all times Grantor retains interest therein.

#### ARTICLE 19

##### REGISTRATION OF MAILING ADDRESS

Each Owner shall (and any first lienor may) register his/her mailing address from time to time with the Board, and except for periodic statements, meeting notices or routine notices, all other notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. The initial address indicated on Owner's purchase documentation shall be the address for all notices, unless a subsequent advice of change in writing is received by the Board. Any notices sent to the address as provided above shall be deemed received by Owner even though he/she has subsequently changed addresses and failed to notify the Board in writing of such change. All notices, demands, or other notices

intended to be served upon the Board shall be sent by certified mail, postage prepaid, to the Board's office at Angel Fire, New Mexico or such other address as the Owners may be advised of in writing by the Board.

#### ARTICLE 20

##### WAIVER OF RIGHT TO PARTITION

Each owner agrees to waive and hereby waives for the duration of the effective period of this Timeshare Declaration for as long as the same shall remain in force and effect, any and all rights which he may now have or which hereafter may be given to the Owner by the laws of the State of New Mexico to cause partition of the Cabin Unit or any personal property therein.

#### ARTICLE 21

##### LIMITATION ON GENERAL USAGE

Unless otherwise provided by contract or other documents allowing for alternative use, no Owner may occupy a Cabin Unit or use the Property without Cabin Units other than during his/her acquired timeshare week.

#### ARTICLE 22

##### SEPARATE MORTGAGES

Each Owner shall have the right to mortgage or otherwise encumber his/her interest in the Property. No Owner shall have the right to mortgage or otherwise encumber in any manner whatsoever the interest of any other Owner in the Property nor shall any lien incurred or suffered by an Owner affect more than the Owner's interest. Any mortgage, deed of trust, trust indenture or other encumbrance of any interest in the Property shall be subordinate to all of the provisions of this Timeshare Declaration and in the event of foreclosure, the provisions of this Timeshare Declaration shall be binding upon any Owner whose title is derived through foreclosure by private powers of sale or judicial foreclosure.

#### ARTICLE 23

##### SUCCESSORS

Each Owner shall be fully discharged and relieved of the liability on the covenants of this Timeshare Declaration insofar as the same relate to his/her interest in the Property upon ceasing to own any interest therein and paying all sums and performing all obligations in respect of such interest to the time his/her ownership is terminated. Provided, nothing herein shall be construed to waive any liability of an Owner under a lien, mortgage or deed of trust incurred or suffered by an Owner.

#### ARTICLE 24

##### ENFORCEMENT

The Grantor or the Association shall have the right to enforce and/or recover damages for any violation hereof, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Timeshare Declaration. Failure by the Association or Grantor to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE 23  
GENERAL TERMS

Each Owner by entering into a purchase agreement for a 1/832nd undivided interest in the Property for each weekly Timeshare acquired subject to the provisions of this Timeshare Declaration agrees that the covenants and other provisions hereof are reasonable in scope and effect, and are essential to the form of ownership in which such Property is to be held.

If any of the provisions of this Timeshare Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Timeshare Declaration, and the application of any such provision, paragraph, clause, phrase or word in any other circumstances shall not be affected thereby.

The provisions of this Timeshare Declaration shall be governed by the laws of the State of New Mexico and shall run with the land. As to any matters which might be construed to be an amendment to the Declaration, such amendment shall be pursuant to the New Mexico Timeshare Act.

Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Time is of the essence of those provisions requiring performance by a certain time.

The Grantor has duly executed this Timeshare Declaration this 21<sup>st</sup> day of October, 1986.

GRANTOR:

The Angel Fire Corporation, a New Mexico corporation

By: *John M. Hutchins*  
President

ATTEST:

*Brenda Barr*  
Asst. Secretary

STATE OF NEW MEXICO )  
 )ss. )  
County of Colfax )

On this 21<sup>st</sup> day of October, 1986, before me, the undersigned, a Notary Public in and for the State of New Mexico, personally appeared John McIntosh and Brenda Pearce the President and Secretary of The Angel Fire Corporation, a New Mexico corporation, known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged to me that they executed the same on behalf of the said corporation.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

Alberto Lopez  
Notary Public

My Commission Expires:

February 11, 1990



EXHIBIT "A"

LEGAL DESCRIPTION  
TRACT Q.- 1A  
ANGEL FIRE COUNTRY CLUB UNIT ONE AND TWO  
RE-AMENDED  
COLFAX COUNTY, NEW MEXICO  
August 5, 1986

A tract of land lying and being situate in the Maxwell Land Grant in Colfax County, New Mexico and being part of Tract Q-1, Angel Fire Country Club Unit One and Two Re-Amended, filed in plat book B page 144, February 11th, 1981 in the office of the Colfax County Clerk and being more particularly described as follows; to wit:

Beginning at the southwest corner of the herein described tract and a point on the north line of Via Del Rey (80.00 feet wide), whence the northwest corner of lot 707, The Baca Grande - Angel Fire Country Club Unit One, filed in plat book 5, pages 18 - 44 and plat book 6, pages 1 - 42 on February 21, 1973 in the office of the Colfax County Clerk bears N. 33° 21' 27" E., 488.83 feet,

Thence leaving the north line of Via Del Rey, N. 20° 50' 21" W., 103.17 to an angle point,

Thence N. 60° 35' 34" W., 63.13 feet to a point for the western most corner of this tract,

Thence N. 29° 10' 03" E., 12.65 feet to an angle point,

Thence N. 51° 32' 47" E., 89.18 feet to an angle point,

Thence N. 13° 08' 37" E., 124.98 feet to a point on the south line of Agua Fria Drive (80.00 feet wide),

Thence following the south line of said Agua Fria Drive S. 76° 30' 00" E., 160.00 feet to a point of curvature and a point on the southwest intersection of Agua Fria Drive and Via Del Rey,

Thence along the arc of a curve to the right whose radius is 15.00 feet, through a central angle of 90° 00' 00", an arc length of 23.56 feet and a long chord that bears S. 31° 00' 00" E., 21.21 feet to a point on the west line of Via Del Rey,

Thence following the west line of said Via Del Rey S. 13° 30' 00" W., 121.46 feet to a point of curvature,

Thence along the arc of a curve to the right whose radius is 185.00 feet, through a central angle of 56° 00' 04", an arc length of 180.82 feet and a long chord that bears S. 41° 58' 09" W., 173.71 feet to a point,



EXHIBIT "B"  
TIMESHARE PERIODS

<u>GENERAL TIME PERIODS</u>		<u>WEEKS</u>	<u>TOTAL WEEKS</u>
1.	Mid-December through March	1-7, 8-12, 50	13
2.	April, October through Mid-December	13-17, 40- 49	15
3.	First through Third Weeks in May	18-20	3
4.	Last Week in May through September	21-25, 27- 39	18
<u>SPECIFIC TIME PERIODS</u>			
5.	Christmas-One Week Including Christmas Day	51	1
6.	New Years'-One Week Including New Years' Day	52	1
7.	Fourth of July-One Week Including Fourth of July	26 (may fall in week 27 some years)	1
			52

THE ACTUAL WEEK NUMBERS MAY VARY SLIGHTLY DUE TO CHANGES IN THE YEAR TO YEAR CALENDAR AND THE HOLIDAYS FALLING WITHIN THE SPECIFIC TIME PERIODS FROM YEAR TO YEAR.

EXHIBIT "C"

LEGAL DESCRIPTION  
TRACT Q - 1  
ANGEL FIRE COUNTRY CLUB UNIT ONE AND TWO  
RE-AMENDED  
COLFAX COUNTY, NEW MEXICO  
August 5, 1986

A tract of land lying and being situate in the Maxwell Land Grant in Colfax County, New Mexico and known as Tract Q-1, Angel Fire Country Club Unit One and Two Re-Amended, filed in plat book 8 page 144, February 11th, 1981 in the office of the Colfax County Clerk and being more particularly described as follows; to wit:

Beginning at the southwest corner of the herein described tract and a point on the northwest line of Via Del Rey (80.00 feet wide), Whence the northwest corner of lot 707, the Baca Grande - Angel Fire Country Club Unit One, filed in plat book 5, pages 18 - 44 and plat book 6, pages 1-42 on February 21, 1973 in the office of the Colfax County Clerk bears N. 33° 21' 27" E., 488.83 feet:

Thence leaving the northwest line of Via Del Rey N. 36° 47' 57" W., 100.00 feet to a point,

Thence N. 35° 43' 49" W., 123.31 feet to a point for the northwest corner of the herein described tract and a point on the southeast line of Agua Fria Drive (80.00 feet wide),

Thence along the arc of a curve to left whose radius is 190.00 feet, through a central angle of 29° 39' 12", an arc length of 98.33 feet and a long chord that bears N. 39° 20' 57" E., 97.24 feet to a point,

Thence following the southeast line of said Agua Fria Drive N. 24° 41' 39" E., 103.94 feet to a point of curvature,

Thence along the arc of a curve to the right whose radius is 160.00 feet, through a central angle of 24° 16' 16", an arc length of 67.78 feet and a long chord that bears N. 36° 52' 41" E., 67.27 feet to a point,

Thence N. 49° 05' 54" E., 169.89 feet to a point of curvature,

Thence along the arc of a curve to the right whose radius is 60.00 feet, through a central angle of 15° 15' 20", an arc length of 53.67 feet and a long chord that bears N. 76° 15' 53" E., 51.90 feet to a point,

Thence S. 76° 30' 00" E 278.50 feet to a point of curvature and a point on the southwest intersection of Agua Fria Drive and Via Del Rey,

Thence along the arc of a curve to the right whose radius is 15.00 feet, through a central angle of 90° 00' 00", an arc length of 23.56 feet and a long chord that bears S 31° 00' 00" E., 21.21 feet to a point on the Northwest line of Via Del Rey,

Thence following the northwest line of said Via Del Rey S.  
69° 42' 07" W., 37.00 feet to the point and place of beginning enclosing  
1.115 acres of land more or less.

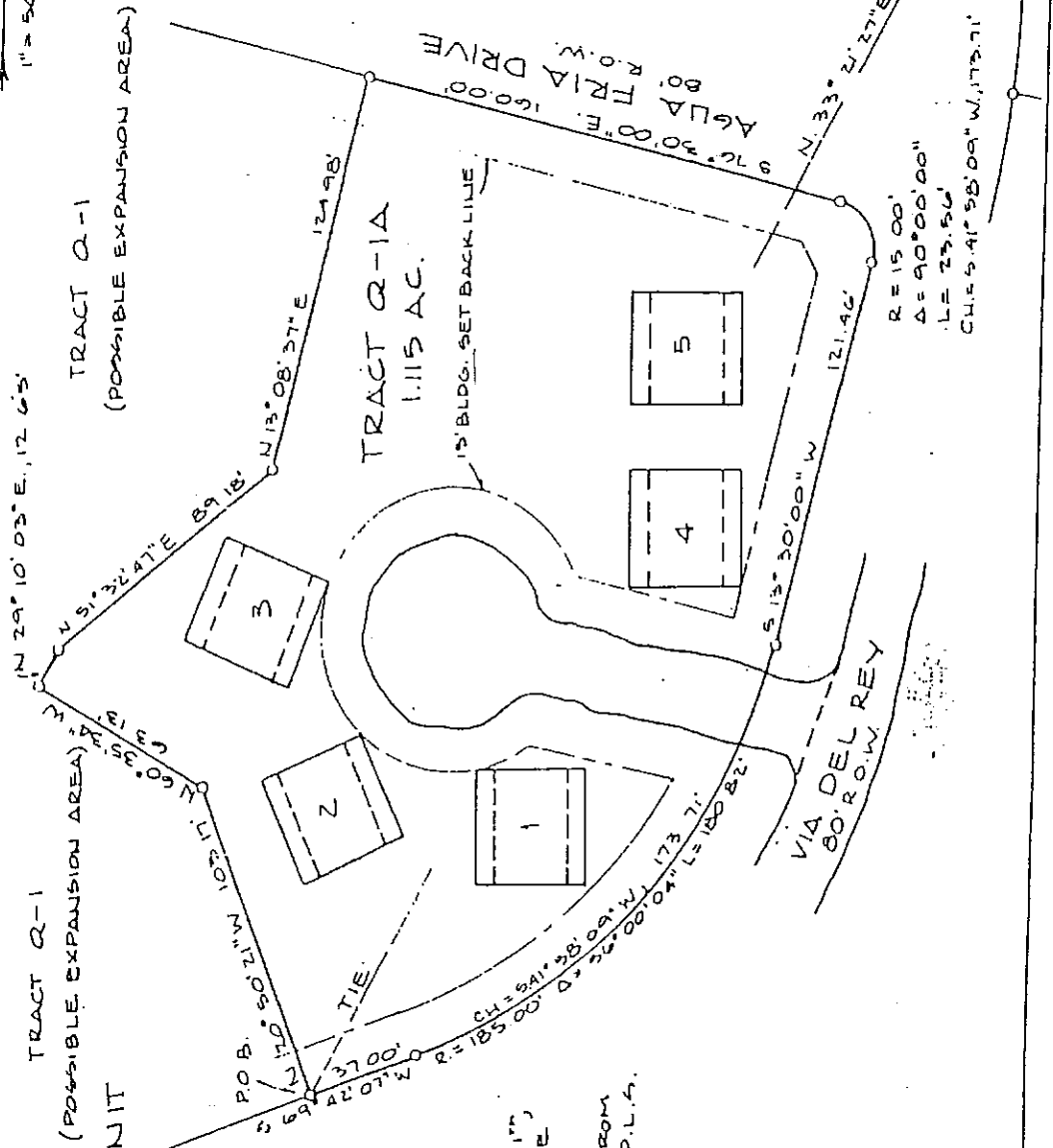
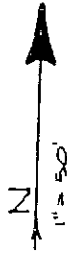
The above described tract is subject to easements and restrictions of  
record.

# ANGEL FIRE CABINSHARE

## PROJECT

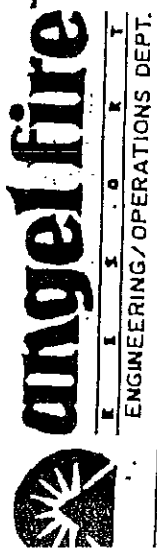
A PORTION OF TRACT Q-1  
 ANGEL FIRE COUNTRY CLUB UNIT  
 1 AND TWO REAMENDED

OCTOBER, 1986



### NOTES

- 1 ANGEL FIRE COUNTRY CLUB UNIT 1 AND 2 RE-AMENDED FILE FEBRUARY 11<sup>th</sup> 1981 IN PLAT BK 8, PG 146 IN THE OFFICE OF THE COLFAX COUNTY CLERK.
- 2 DATA FOR TRACT Q-1A CALCULATED FROM A SURVEY BY WILLIAM MOSER, U.M.P.L.S. NO. 8455, DONE JULY, 1986.



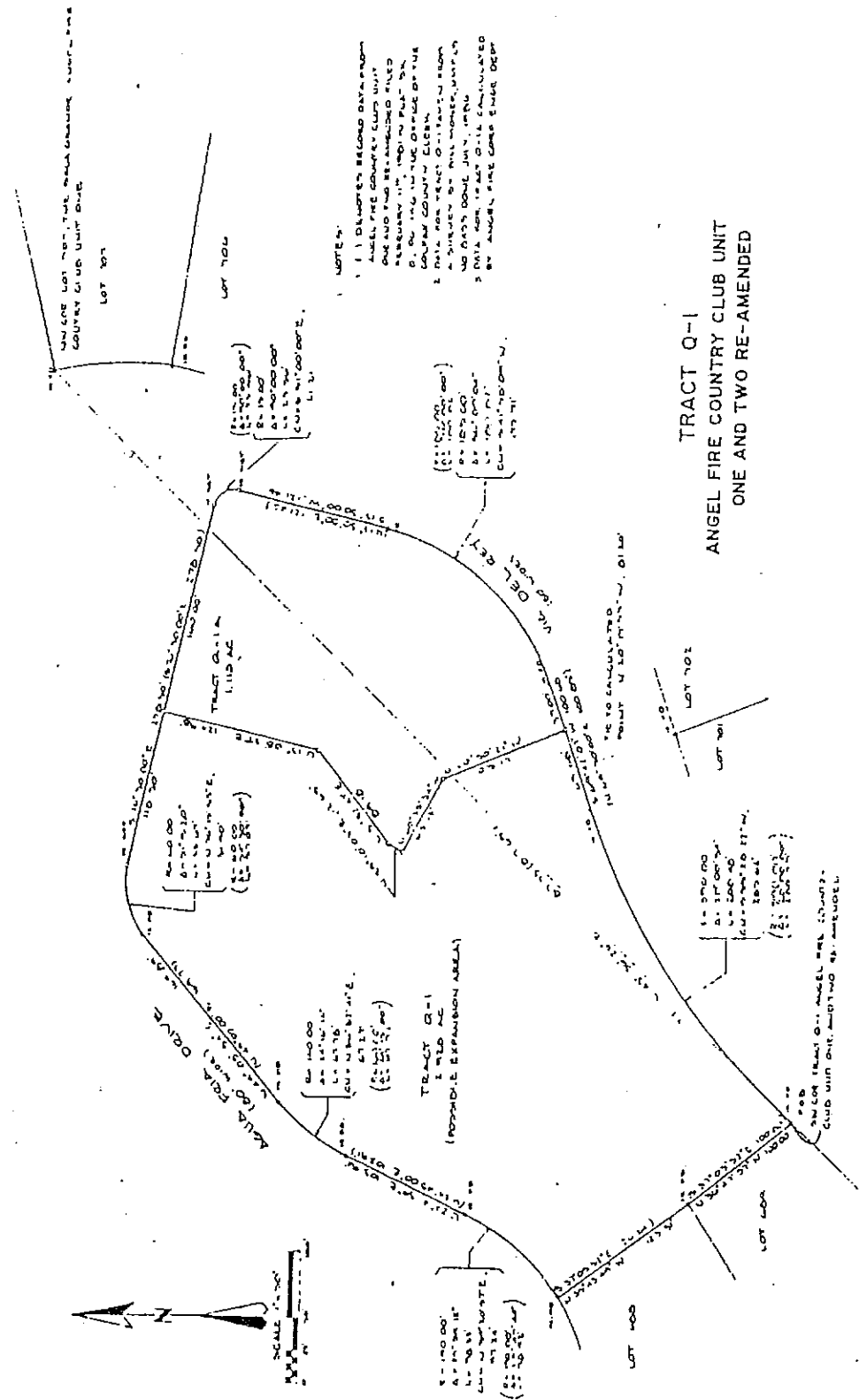
Thence following the northwest line of said Via Del Rey S 13° 30' 00" W., 121.46 feet to point of curvature,

Thence along the arc of a curve to the right whose radius is 185.00 feet, through a central angle of 56° 00' 04", an arc length of 180.82 feet and a long chord that bears S 41° 58' 09" W., 173.71 feet to a point,

Thence S. 69° 42' 07" W., 100.68 feet to a point of curvature,

~~Thence along the arc of a curve to the left whose radius is 590.00 feet, through a central angle of 288° 00' 54", an arc length of 288.48 feet, and a long chord that bears S 55° 28' 22" W., 285.52 feet to the point and place of beginning, enclosing 4.044 acres of land more or less.~~

The above described tract is subject to easements and restrictions of record.



NOTES:  
 1. ALL DIMENSIONS BEING SHOWN ON THIS PLAN ARE BASED ON THE ANGEL FIRE COUNTRY CLUB UNIT AS SHOWN ON THE RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, AND THE RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA.  
 2. ALL DIMENSIONS BEING SHOWN ON THIS PLAN ARE BASED ON THE ANGEL FIRE COUNTRY CLUB UNIT AS SHOWN ON THE RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, AND THE RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA.  
 3. ALL DIMENSIONS BEING SHOWN ON THIS PLAN ARE BASED ON THE ANGEL FIRE COUNTRY CLUB UNIT AS SHOWN ON THE RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, AND THE RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA.

TRACT Q-1  
 ANGEL FIRE COUNTRY CLUB UNIT  
 ONE AND TWO RE-AMENDED



AMENDMENT TO  
TIMESHARE DECLARATION  
FOR  
ANGEL FIRE CABIN SHARE  
ANGEL FIRE, NEW MEXICO

By Timeshare Declaration for Angel Fire Cabin Share, Angel Fire, New Mexico, (Declaration) recorded by October 21, 1986, in Miscellaneous Book 120, at page 3180, records of the Colfax County New Mexico Recorder, The Angel Fire Corporation, as Grantor, established the Angel Fire Cabin Share project.

Pursuant to Article 4 of the Declaration relating to expansion, The Angel Fire Corporation hereby expands the Angel Fire Cabin Share project by the filing of this Amendment. The expansion land is that described on Exhibit "A" to this Amendment. The total land now subject to the Declaration, as hereby amended, is as described on Exhibit "B" to this Amendment.

By virtue of this Amendment each owner, past or future, shall have an undivided 1/32 interest in the property described in Exhibit "B" attached for each weekly timeshare acquired.

Except as above amended, all terms and conditions of the Declaration are hereby incorporated by reference and made a part hereof, and shall be fully applicable to the Exhibit "A" expansion land.

Dated February 20, 1987

8760784

STATE OF NEW MEXICO COUNTY OF COLFAX	ss.
This instrument was filed for record on this 20 <sup>th</sup> day of February 1987 A.D. at 3:04 o'clock P.M. and duly recorded in Book 120 of Misc page 3872-3873	
County Clerk	
By _____	Deputy

GRANTOR:

The Angel Fire Corporation,  
a New Mexico Corporation

By: Miranda  
Senior Vice-President

EXHIBIT B  
LEGAL DESCRIPTION  
TRACT Q - 1  
ANGEL FIRE COUNTRY CLUB UNIT ONE AND TWO  
RE-AMENDED  
COLFAX COUNTY, NEW MEXICO  
August 5, 1986

A tract of land lying and being situate in the Maxwell Land Grant in Colfax County, New Mexico and known as Tract Q-1, Angel Fire Country Club Unit One and Two Re-Amended, filed in plat book 8 page 144, February 11th, 1981 in the office of the Colfax County Clerk and being more ~~particularly described as follows; to wit:~~

Beginning at the southwest corner of the herein described tract and a point on the northwest line of Via Del Rey (80.00 feet wide), Whence the northwest corner of lot 707, the Oaca Grande - Angel Fire Country Club Unit One, filed in plat book 5, pages 18 - 44 and plat book 6, pages 1-42 on February 21, 1973 in the office of the Colfax County Clerk bears N. 43° 36' 26" E., 817.73 feet:

Thence leaving the northwest line of Via Del Rey N. 36° 47' 57" W., 100.00 feet to a point,

Thence N. 35° 43' 49" W., 123.31 feet to a point for the northwest corner of the herein described tract and a point on the southeast line of Agua Fria Drive (80.00 feet wide),

Thence along the arc of a curve to left whose radius is 190.00 feet, through a central angle of 29° 39' 12", an arc length of 98.33 feet and a long chord that bears N. 39° 20' 57" E., 97.24 feet to a point,

Thence following the southeast line of said Agua Fria Drive N. 24° 41' 39" E., 103.94 feet to a point of curvature,

Thence along the arc of a curve to the right whose radius is 160.00 feet, through a central angle of 24° 16' 16", an arc length of 67.78 feet and a long chord that bears N. 36° 52' 41" E., 67.27 feet to a point,

Thence N. 49° 05' 54" E., 169.89 feet to a point of curvature,

Thence along the arc of a curve to the right whose radius is 60.00 feet, through a central angle of 15° 15' 20", an arc length of 53.67 feet and a long chord that bears N. 76° 15' 53" E., 51.90 feet to a point,

Thence S. 76° 30' 00" E 270.50 feet to a point of curvature and a point on the southwest intersection of Agua Fria Drive and Via Del Rey,

Thence along the arc of a curve to the right whose radius is 15.00 feet, through a central angle of 90° 00' 00", an arc length of 23.56 feet and a long chord that bears S 31° 00' 00" E., 21.21 feet to a point on the Northwest line of Via Del Rey,





Thence following the northwest line of said Via Del Rey S 13° 30' 00" W., 121.46 feet to a point of curvature,

Thence along the arc of a curve to the right whose radius is 185.00 feet, through a central angle of 56° 00' 04", an arc length of 180.82 feet and a long chord that bears S 41° 58' 09" W., 173.71 feet to a point,

Thence S. 69° 42' 07" W., 100.68 feet to a point of curvature,

~~Thence along the arc of a curve to the left whose radius is 590.00 feet, through a central angle of 228° 00' 54", an arc length of 288.48 feet, and a long chord that bears S 65° 28' 22" W., 285.62 feet to the point and place of beginning, enclosing 4.044 acres of land more or less.~~

The above described tract is subject to easements and restrictions of record.

STATE OF NEW MEXICO )

) ss.

County of Colfax )

On this 20th day of February, 1987, before me, the undersigned, a Notary Public in and for the State of New Mexico, personally appeared Brenda Bean, the Senior Vice-President of The Angel Fire Corporation, a New Mexico corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same on behalf of said corporation.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

*[Signature]*  
Notary Public

My Commission Expires:

August 5, 1987

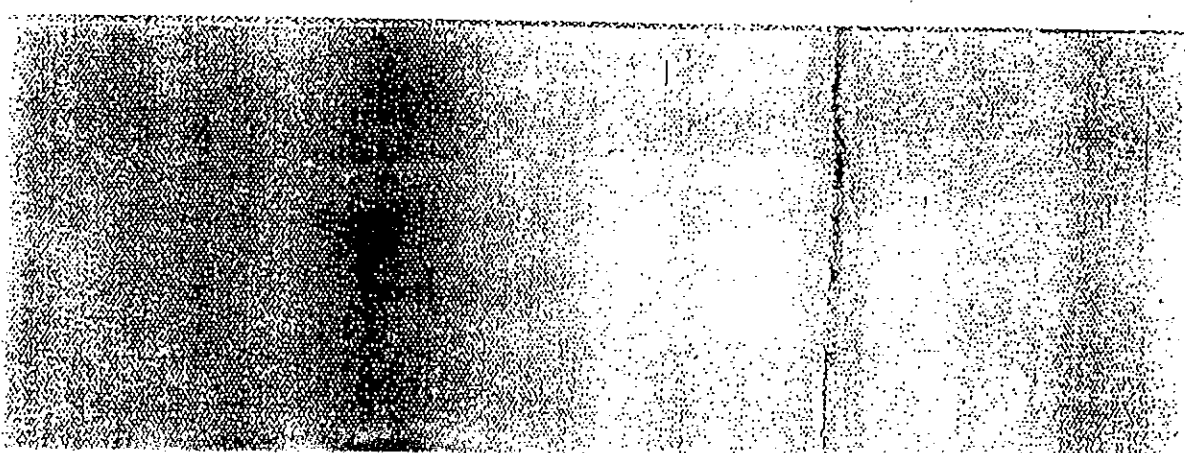


EXHIBIT A  
LEGAL DESCRIPTION  
TRACT Q - 1B  
ANGEL FIRE COUNTRY CLUB UNIT ONE AND TWO  
RE-AMENDED  
COLFAX COUNTY, NEW MEXICO  
August 5, 1986

A tract of land lying and being situate in the Maxwell Land Grant in Colfax County, New Mexico and known as Tract Q-1, Angel Fire Country Club Unit One and Two Re-Amended, filed in plat book 8 page 144, February 11th, 1981 in the office of the Colfax County Clerk and being more particularly described as follows; to wit:

Beginning at the southwest corner of the herein described tract and a point on the northwest line of Via Del Rey (80.00 feet wide), Whence the northwest corner of lot 707, the Baca Grande - Angel Fire Country Club Unit One, filed in plat book 5, pages 10 - 44 and plat book 6, pages 1-42 on February 21, 1973 in the office of the Colfax County Clerk bears N. 43° 36' 26" E., 817.73 feet:

Thence leaving the northwest line of Via Del Rey N. 36° 47' 57" W., 100.00 feet to a point,

Thence N. 35° 43' 49" W., 123.31 feet to a point for the northwest corner of the herein described tract and a point on the southeast line of Agua Fria Drive (80.00 feet wide),

Thence along the arc of a curve to left whose radius is 190.00 feet, through a central angle of 29° 39' 12", an arc length of 98.33 feet and a long chord that bears N. 39° 20' 57" E., 97.24 feet to a point,

Thence following the southeast line of said Agua Fria Drive N. 24° 41' 39" E., 103.94 feet to a point of curvature,

Thence along the arc of a curve to the right whose radius is 160.00 feet, through a central angle of 24° 16' 16", an arc length of 67.76 feet and a long chord that bears N. 36° 52' 41" E., 67.27 feet to a point,

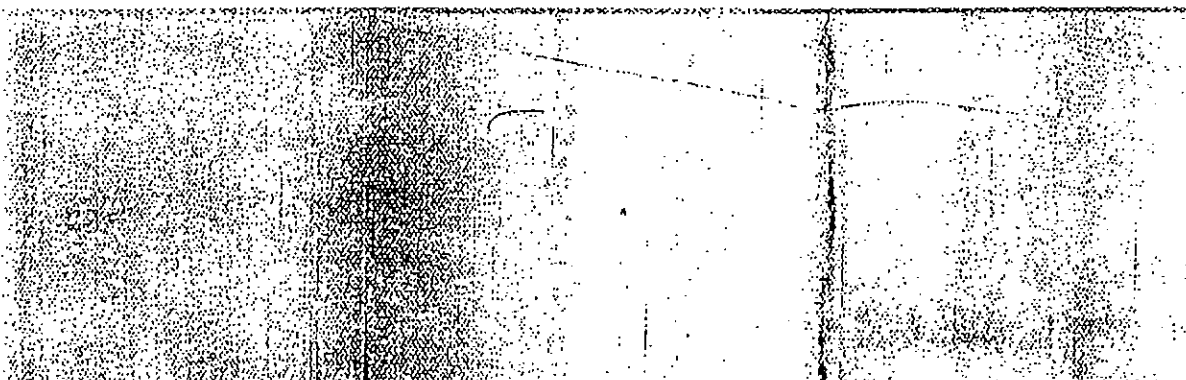
Thence N. 49° 05' 54" E., 169.85 feet to a point of curvature,

Thence along the arc of a curve to the right whose radius is 60.00 feet, through a central angle of 15° 15' 20", an arc length of 53.67 feet and a long chord that bears N. 76° 15' 53" E., 51.90 feet to a point,

Thence S. 76° 30' 00" E 110.50 feet to a point,

Thence leaving the south line of Agua Fria Drive S. 13° 08' 37" W., 124.98 feet to a point,

Thence S. 51° 32' 47" W., 89.18 feet to a point,



Thence S. 29° 10' 03" W., 12.65 feet to a point,

Thence S. 20° 50' 21" E., 103.17 feet to a point on the north line  
Via Del Rey,

Thence S. 69° 42' 07" W., 63.68 feet to a point of curvature,

Thence along the arc of a curve to the left whose radius is 590.00 feet, through a central angle of 28° 00' 54", an arc length of 288.48 feet and a long chord that bears S. 55° 28' 22" W., 205.62 feet to the point and place of beginning, enclosing 2.928 acres of land more or less.

The above described tract is subject to easements and restrictions of record.

