



**ANGEL FIRE CABINSHARE ASSOCIATION  
P.O. BOX 421  
ANGEL FIRE, NEW MEXICO 87710**

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## **ANGEL FIRE CABINSHARE TIMESHARE RULES AND REGULATIONS**

The following Rules and Regulations are subordinate to the Supplemental Timeshare Declaration for the Angel Fire Cabinshare (the “Timeshare Declaration”) and, in the event there is a conflict between the Timeshare Declaration and the Rules and Regulations, the Timeshare Declaration shall control. The terms used herein, which are defined in the Timeshare Declaration, shall have the same meaning as set forth in the Timeshare Declaration.

### **AMENDMENT**

The Angel Fire Cabinshare Association may amend these Rules and Regulations from time to time, in its discretion, in order to enhance the value, enjoyment and desirability of the timeshare for its members.

The Board of Directors of the Association reserves the right to amend these Rules and Regulations and to make other such rules and regulations from time to time as it deems necessary or appropriate for the operation, safety, care or cleanliness of the property or any part thereof for ensuring the comfort, convenience and security of the Owners and Permitted Users.

### **VIOLATIONS**

Your failure to abide by these Rules and Regulations or the terms and conditions contained in the Timeshare Declaration and the Purchase Agreement may result in suspension of your rights and privileges as an Owner, including non-acceptance of future reservation requests.

## RESERVATION INFORMATION

For each Timeshare week owned, comprised of seven (7) nights, a Timeshare Owner must, as a prerequisite to use, request a reservation for the occupancy, with the week commencing on Sunday, within the season of Ownership under the following system:

- A. Requests may be made by telephone or in writing or email to the following address:  
Angel Fire Cabinshare Reservations  
P.O. Box 421  
Angel Fire, NM 87710-0421  
cabins@angelfirenewmexico.us  
575.377.6441
- B. Reservation requests will be booked, upon availability, for up to two (2) years in advance of the date the booking is made. **The Maintenance Fee is due and payable at the time the reservation is made. All weeks owned by an individual must have maintenance fees current and be in good standing in order to make any reservations.**
- C. If you plan to give your week Ownership to an exchange company, you must first book your reservation with the Association as outlined above before giving your Ownership to the exchange company.
- D. Split week reservations are not allowed by the Association.
- E. Unused occupancy cannot be accrued or carried over to any later period in the same or different year. After the beginning of a season, Timeshare Owner's chances of obtaining a week diminish within the season. Thus, the Association urges your early reservations in accordance with these Rules and Regulations.
- F. Failure to reserve in accordance with these Rules and Regulations may result in there being no accommodations available to you and you may lose your right to occupy any timeshare week for that year.

## BONUS TIME RESERVATION

- A. **BONUS NIGHT LODGING** – In addition to weekly timeshares owned, any Timeshare Owner may request a minimum of one to a maximum of five nights' usage in a unit that is not occupied or reserved by another Owner or if the reservation is made no more than five (5) days in advance of the arrival date. A per night fee, set by the Association, will be charged. Said fee will be turned over to the Association for its use and benefit. Owners requesting Bonus Time lodging must be current with all Association fees before a booking will be accepted. Bonus Night Lodging is for Owner use only. No Bonus Night Lodging will be accepted during specific holiday weeks or Maintenance weeks.

B. DELINQUENT WEEK LODGING- From time to time, because some Owners are delinquent in paying their maintenance fees, the Association will make available full weeks (7 nights) to be rented by Owners whose own fees are paid in full. The fee for these weeks is the current year Association Maintenance Fees. Said fee for these weeks will be turned over to the Association for its use and benefit. **Owners requesting Delinquent Week Lodging must be current with all Association fees before a booking will be accepted and the maintenance fee is paid at the time of reservation.** Delinquent Week Lodging may only be purchased by Angel Fire Cabinshare Association members; however, it can be placed in the name of a guest or used for exchange purposes. If used by a guest, they will be extended the member discount amenities while in residence.

### **GENERAL WEEK USAGE**

Following are the divisions for General Time period week usage as accepted by the Association:

RED WEEKS	May 25-Sept 30 Dec.15-March 31
WHITE WEEKS	May 1 – May 25
BLUE WEEKS	April 1- April 30 and October 1- Dec. 14

### **SPECIFIC WEEK USAGE**

The following weeks are considered Specific Week Usage by the Association and Owners of these weeks must book their reservation in accordance with the aforementioned reservation information:

CHRISTMAS WEEK	beginning with or including Christmas Day (Dec. 25 <sup>th</sup> )
NEW YEAR’S WEEK	beginning with or including New Year’s Day (Jan. 1st)
FOURTH OF JULY WEEK	beginning with or including July 4th

### **CANCELLATION OF WEEK USAGE**

You may cancel your reserved time period without penalty, by giving notice at least seven (7) days prior to Check in Time on the first day of your time period reserved; however, if you cancel your reservation, the Association may not be able to confirm another reservation in the same year. If you cancel a reservation less than seven (7) days prior to Check In Time on the first day of your time period so reserved, you will be considered to have used the entire time period for which the reservation was made. If you “NO SHOW” on the second day of your time period, that is not checked in to the unit by 10:00 a.m. of the second day, or not having made prior arrangements with the Association, you will be deemed to have used your entire time period and the reservation is cancelled.

## **MAINTENANCE PERIOD**

The Association will reserve, on a priority basis, fourteen (14) nights and days, not necessarily consecutive, during a general time period each year for each unit. The Association may maintain, refurbish and repair the Unit as necessary. No reservations will be accepted during the Maintenance Periods.

## **CHECK IN AND CHECK OUT TIMES**

Check In Time shall commence at 4:00 pm (MST) and Check Out Time shall be 10:00 am (MST). The time period from 10:00 am (Check Out Time) to 4:00 pm. (Check In Time) between time periods reserved exclusively as a service period for cleaning, repair and maintenance of the units.

## **FAILURE TO VACATE**

If you or your Permitted Users fail to vacate the unit at the end of your time period by the Check Out Time stated above, such failure to vacate will result in an additional charge of \$50.00 PER HOUR, or any part of an hour, payable at Check Out. This charge must be paid in accordance with the other personal charges as outlined in these Rules and Regulations.

## **MAID SERVICE**

Maid Service is provided without additional charge to assure that your unit will be clean and neat upon arrival. For a full week's stay, you are provided 12 towels. If you require additional or new towels, there is a \$25 towel exchange fee. Additional maid service is available to you, upon request, for an additional fee. Charges for additional maid service will be payable upon Check Out with other personal charges as outlined in these Rules and Regulations.

## **INVENTORY AND CARE OF INTERIOR FURNISHINGS**

### **EQUIPMENT**

- A. Each time the unit is vacated, before occupancy, the Housekeeping service will inventory the unit and replace any missing items and will bill the previous occupant for the replacement.
- B. If any damage to or loss of any items of the common furnishings occurs during your use and occupancy of the unit, please report such damage or loss immediately to the Manager.
- C. When you or your Permitted Users use the unit, you the Owner, are responsible for any damage done to the unit and the furnishings therein during your time period, other than normal wear and tear. All Owners and their Permitted Users shall be responsible for removing all their personal property from the unit at Check Out Time. The Association, Association Management or Association Housekeeping Services are not responsible for any personal property left in any unit at any time.
- D. No reorganization or removal of furniture, wall hangings, or floor coverings or redecorating of any type within the unit or other areas of the Property is permitted to be made by any Owner.

## **UNIT KEYS**

The Association will maintain a pass key for all units. In case of emergency, its agents may enter the unit, and, in such case, will notify you, as soon as reasonably possible, of the reason for entry.

Each Owner will be issued two (2) keys at Check In Time. At Check Out Time, both keys must be returned to the Check In Desk or a charge of \$50.00 will be incurred by the Owner to have the unit rekeyed for the security of future Owners. This charge will be payable at Check Out as with other personal charges as outlined in these Rules and Regulations. If discovered after Check Out, it will be added to the Owners' Cabinshare account.

## **SAFETY AND HEALTH RULES**

No dangerous or unlawful substances may be kept or used on the premises.

Obnoxious, unlawful or offensive activities are prohibited.

All facilities at Angel Fire Resort and Angel Fire Cabinshare are to be used only in accordance with the Rules and Regulations posted on the premises, and each person using the facilities does so at his or her own risk.

## **STORAGE**

Neither the Manager nor the Association is responsible to you for any loss or damage to the personal belongings of a Timeshare Owner or his Permitted User which are not deposited in the safe located at the Check In Desk. In no case shall the liability of the Manager or the Association exceed the sum of \$250.00 for any and all property of any individual Timeshare Owner or Permitted User deposited in the safe. The Association shall not be responsible for any belongings left by you or your Permitted User at the expiration of your time period. Any personal belongings remaining in a unit at the end of the time period shall be considered to have been abandoned if not claimed within thirty (30) days.

## **CONTROL OF CHILDREN**

Owners are responsible for the conduct of their children and must ensure that the conduct of their children does not offend other occupants or damage any common elements of the property.

## **MAXIMUM OCCUPANCY**

The maximum allowable occupancy for any unit is eight (8) persons, including children.

## **PERMITTED USERS**

You may allow others to use your time period and may invite Permitted Users to share occupancy of your condominium during your time period, provided the maximum allowable occupancy is not exceeded. You are allowed to rent your time period. The Association will not give your Permitted Users access to any unit without your expressed permission. If you intend for a Permitted User to use your time period without the Owner being in residence, you must

notify the Association office at least seven (7) days in advance of the first day of the time period reserved. Upon Check In, the Permitted User will be required to show proof identification and sign a registered card. The Owner of the unit is responsible for all damages incurred should the Permitted User not pay for damages.

## **PERSONAL CHARGES**

Since the Association operates the Angel Fire Cabinshare in much the same fashion as any timeshare resort, Owners and Permitted User must pay for any personal charges upon check out. You are required to present a valid credit card for security deposit purposes upon check in. If your personal charges (or those of your Permitted User) are not paid at check out, a service charge will be applied to you for the necessary billing by the Manager and/or the Association. Non-payment of personal charges will result in rejection of future reservation requests, suspension of your use privileges and an assessment of a lien as provided by the Timeshare Declaration.

## **EMPLOYEES**

Employees of the Association, including but not limited to Check In Desk, Housekeeping and Maintenance personnel, are under the sole direction of the Manager, and during working hours, shall not be diverted to the employment of any Timeshare Owner. Requests by Timeshare Owners or Permitted Users for assistance by employees should be made through the Manager or his designated assistants.

## **COMMON ELEMENTS**

No halls, sidewalks, driveways or other common elements of the property shall be used for storage of any personal property, without the prior written consent of the Board of Directors of the Association. All damage to property or any part thereof caused by moving articles in or out shall be repaired at the expense of the Owner or Permitted User for whom such articles are being moved. The Association and its agents hold no responsibility for personal property lost, stolen, or damaged on Association premises.

## **DISTURBANCES**

No Owner or Permitted User shall make or permit disturbing noises to be made on the property by himself, his family, guests, servants or other guests or individual over whom he has control, nor do not permit anything to be done by any such person which would interfere with the rights, comforts, or conveniences of the other Owners or Permitted Users. In this regard, no Owner or Permitted User shall play or allow to be played on the property any musical instruments, radio, television, stereo, tape recorder or compact disc player, if the same shall disturb or annoy any other Owner or Permitted User on the property.

All disturbances, of any nature, should be reported to the Check In Desk for the security and benefit of all Owners and Permitted Users.

## **PETS**

No animal, birds, fish, dogs, cats, reptiles or other pets of any kind shall be kept or allowed to remain in the unit or upon the property at any time. There will be a \$500 cleaning charge charged to the Owner should pets of the Owner or their Guests be discovered on the premises.

## **SMOKING**

There is NO SMOKING permitted in The Cabinshare Units. There will be a \$500 cleaning charge charged to the Owner should smoking by the Owner or their Guests be detected on the premises.

## **MACHINERY, HEATING AND LIGHTING**

No Owner or Permitted User shall install or cause to be installed in any unit any fixtures, machinery, refrigeration or heating device, or air conditioning apparatus, or use any illumination other than electric light or use or permit to be brought into the unit inflammable oil or fluid or other explosive articles which are hazardous to life, limb or property. No Owner or Permitted User shall interfere in any manner with any portion of either the heating or lighting apparatuses.

## **WINDOWS AND BALCONIES**

Nothing shall be thrown or emptied out of the windows or doors or down the stairways or from the balconies or in the common or limited common elements nor shall anything be hung from the balconies or from outside of the windows or placed on any outside window sills.

## **TRASH DISPOSAL**

Disposition of garbage and trash shall be only by use of garbage units or other common trash and garbage disposal facilities provided by the Association.

## **ANGEL FIRE RECREATIONAL FACILITIES**

A portion of your Association assessment is paid to Angel Fire Resort in conjunction with the recreation facilities, which are inclusive of the golf course and ski area operations. The Owner of record, spouse and dependent under (21) years of age, as a Timeshare Owner, have the right to use the facilities at a reduced percentage of the per use fee which would be charged to the general public. Guest of the Owner and Permitted Users do not receive this discount. You will be issued by the Angel fire Resort Membership office an Angel Fire Resort Amenities membership card which reflects that you are a Timeshare Owner and thereby entitled to the lesser rate. Each year, the cards will be renewed by the Angel Fire Resort Members Services Department upon payment of your annual assessment, in full.

Timeshare Owners may activate another individual as a second membership; such second membership shall be subject to the same conditions and entitled to the same benefits as the Owner, set forth in the paragraph above, by contacting the Association of their intent. A copy of the deed showing the second membership name is on the deed must be on file with the Association, and a fee must be paid to the Angel Fire Resort, in order to activate the second membership.

## **RULES AND REGULATIONS AMENDMENT**

The Board of the Association reserves the right to amend these Rules and Regulations and to make such other rules and regulations from time to time as it deems necessary or appropriate for the operation, safety, care, or cleanliness of the Property or any part thereof for ensuring the comfort, convenience, or security of the Owners and Permitted Users.

## **FIRE REGULATIONS**

The Association has posted in conspicuous places throughout the Angel Fire Cabinshare fire regulations which must be adhered to by Owners, and their Permitted Users during their stay. Your conscientious compliance with these rules and regulations will insure your continued enjoyment of the beauty of the Property and its picturesque setting.

## **ENFORCEMENT**

These Rules and Regulations shall be enforceable in the same manner as the provisions of enforcement under the Timeshare Declaration.



