

RULES AND REGULATIONS
ANGEL FIRE CABIN SHARE II

The following Rules and Regulations have been established for the benefit of all Angel Fire Cabin Share II Owners.

All of these Rules and Regulations are subordinate to the Timeshare Declaration for Angel Fire Cabin Share II (the "Timeshare Declaration") and, in the event there is a conflict between the Timeshare Declaration and Rules and Regulations, the Timeshare Declaration shall control. The terms used herein, which are defined terms in the Timeshare Declaration, shall have the same meaning as set forth in the Timeshare Declaration.

AMENDMENT

The Angel Fire Cabin Share II 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 Ownership of its members.

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.

RESERVATIONS INFORMATION

(APPLICABLE TO ALL TIME PERIODS)

All reservation requests, on the appropriate form, must be made only by mail, and shall be sent to: The Angel Fire Cabin Share Association, Attention: Reservation Department, P.O. Drawer B, Angel Fire, New Mexico 87710.

Each acquired General Time Period Owner shall submit a

first, second and third choice for use during their Time Periods.

The Association will return a Confirmation Notice to you within thirty (30) days of the date on which your reservation request is received by the Association. If none of the three choices you have requested can be confirmed, you will be notified and will be asked to call or write for information on other available dates. Should an Owner be unable to utilize his reserved General Time Period in any given year, the Owner must advise the Association at least one week prior to commencement of Owner's reserved time period or the Association may not be able to make alternative arrangements for the Owner in that General Time Period. However, such requests will be subject to availability.

A. Reservation Requests. The following seasons (General Time Periods) and beginning dates for reservation requests should be used in sending in your reservation requests. All requests will be prioritized according to the date received by the reservation department.

<u>General Time Periods</u>	<u>Weeks</u>	<u>Beginning Date for Reservation Request</u>
1. Mid-December through March	1-7, 8-12 50	365 days prior to General Time Period
2. April, October through Mid-December	13-17, 40-49	same as above
3. First through Third Weeks in May	18-20	same as above
4. Last Week in May through September	21-25, 27-39	same as above

B. Owners in general time period 1 (Mid-December through March - weeks 1-7, 8-12, 50) may request occupancy during General time period 4 (Last week in May through September - weeks 21-25, 27-39); such reservations will be granted on a space available basis. Additionally, owners in general time period 4 may request occupancy during time period 1; such reservations will be granted on a space available basis.

C. Unused occupancy cannot be accrued or carried over to any later period whether in the same or different use year. After the beginning of a season, an Owner's chances diminish of obtaining the prime weeks within the season. Thus, the Association urges your early reservations in accordance with these Rules and Regulations.

If you are a member of Resort Condominiums International (RCI) and you intend to exchange your Time Period through RCI, you must deliver to RCI your confirmed Time Period reservation at least sixty (60) days prior to the first day of the Week reserved as required by RCI, and such confirmed reservations must be for seven (7) consecutive nights.

The Angel Fire Corporation has agreed that it will not request reservations for undivided interests and acquired Time Periods owned by it any earlier than thirty (30) days prior to the beginning of a season.

D. Bonus time Reservation Requests. In addition to weekly timeshares acquired, any Owner may request a minimum of one to a maximum of five nights usage in a Cabin Unit not subject to an acquired interest by The Angel Fire Corporation and not reserved by any other Owner if said request is made no more than 72 hours before arrival. A fee of \$38.00 plus tax (subject to increase at the same rate as the maintenance fee) per night will be charged. Said fees will be turned over to the Association for its use and benefit. Bonus Time reservations can be made by calling the Angel Fire Cabin Share Reservation Department at (505) 377-2301. No reservations for Bonus Time will be accepted during a scheduled Maintenance Period for any Cabin Unit, or during specific holiday weeks.

E. Specific One Week Notification of Usage. The following specific weeks and dates for notification of usage must be used

in notifying the Association of your Specific Week Time Period.

<u>Specific Time Periods</u>	<u>Weeks</u>	<u>Final Date Notification of Usage Must be Received</u>
1. Christmas-One Week Including Christmas Day	51 (except when the owner will use week 52 during leap year instead of week 51)	November 15
2. New Year's-One Week Including New Year's Day	52 (except when the owner will use week 53 during leap year instead of week 52)	November 20
3. Fourth of July-One Week	26 (may fall in week 27 some years)	

F. Other General Reservation Procedures.

1. An owner's reservation (or specific one week notification of usage) must be confirmed by the Association or its designated agent before it is valid. Confirmation of reservation requests will be made in writing.

Reservations confirmed less than seven (7) days prior to the commencement date of the Time Period to be reserved may be confirmed by telephone.

2. No reservation request or confirmation will be confirmed by the Association if at the time the request is submitted an Owner is delinquent in the payment of Assessments or any portion thereof. If an Owner is delinquent in the payment of Assessments or any portion thereof at Check-in Time on the first day of Owner's reserved Time Period. Owner will not be permitted to occupy a Cabin Unit until such delinquencies are brought current.

3. An Owner may cancel a reserved Time Period, without penalty, by giving notice at least seven (7) days prior to Check-in Time on the first day of the Time Period so reserved; however, if Owner's reservation is cancelled, the Association may not be able to confirm another reservation in the same year. If an Owner cancels a reservation less than seven (7) days prior to Check-in Time on the first day of the Time Period so reserved,

such Owner will be considered to have used the entire Time Period for which the reservation was made. If an Owner is a "no show" on the second day of Owner's Time Period, that is, not checked in by 11:00 P.M. of the second day, or not having made other arrangements with the Association, such Owner will be deemed to have used the entire Time Period and is not entitled to occupancy.

4. If an Owner is a member of an exchange organization and intends to exchange a Time Period, such exchange must be designated when making a reservation request. The RCI directory and membership materials should be consulted for exchange rules which govern reservation exchange requests.

5. Failure to reserve in accordance with the above may result in there being no accommodations available to an Owner and such Owner may lose the right to occupy any timeshare week for that year.

MAINTENANCE PERIOD

The Association will provide maintenance during an unused week in a General Time Period each year for each Cabin Unit, during which period, the Association may maintain, refurbish and repair the Cabin Unit as necessary.

CHECK-IN AND CHECK-OUT TIMES; SERVICE PERIOD

Check-in Time shall commence at 4:00 P.M. and Check-out Time shall be 10:00 A.M. The six hour period from 10:00 A.M. (Check-out Time) to 4:00 P.M. (Check-in Time) between Time Periods is reserved exclusively as a service period for the cleanings, repair and maintenance of the Cabin Unit.

FAILURE TO VACATE

If an Owner or Permitted User (as defined in the Timeshare Declaration) fail to vacate the Cabin Unit at the end of the Time Period, such failure to vacate may result in the severe consequences set forth in the Timeshare Declaration.

CARE OF INTERIOR FURNISHINGS AND EQUIPMENT

When an Owner or Permitted User use a Cabin Unit, the Owner is responsible for any damage done to the Cabin Unit and the furnishings therein during the Time Period, other than normal wear and tear. An Owner, should report any damage or deterioration to the Cabin Unit or its furnishings to the Association as soon as possible after checking in. All Owners and Permitted Users shall be responsible for removing all personal property from the Cabin Units at Check-Out Time.

MAID SERVICE

Maid service is provided without additional charge (except for Bonus Time Usage) to assure that the assigned Cabin Unit will be clean and neat upon an Owner's arrival. Additional maid service may be available to an Owner for an additional charge. Charges for additional maid service will be payable upon departure.

INVENTORY OF INTERIOR FURNISHINGS AND EQUIPMENT

At Check-In an Owner will be given an inventory list for approval, which should be returned to the office as soon as possible after Check-In or any items which are missing or damaged following an Owner's departure, or the departure of a Permitted User, will be charged to such Owner unless Owner has promptly advised the Manager of such condition. If any damage to or loss of any furnished items occurs during an Owner's use and occupancy of such Owner's assigned Cabin Unit, such damage or loss must be reported to the Manager as soon as possible.

PASS KEY

The Association is provided with a pass key to all Cabin Units. In case of emergency, its agents may enter any Cabin Unit.

STORAGE

Neither the Manager nor the Association is responsible to an Owner for any loss or damage to the personal belongings of an Owner. The Association shall not be responsible for any belongings left by an Owner or their Permitted User at the expiration of their Time Period. Any personal belongings remaining in a Cabin Unit at the end of a 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 Owner's children and must ensure that the conduct of such Owner's children does not offend other occupants or damage any Common Elements.

Except for persons who are Owners, persons under the age of 21 years will not be permitted to occupy a Cabin Unit unless accompanied by a person 21 years of age or older.

MAXIMUM OCCUPANCY

The maximum allowable occupancy for a Cabin Unit is six persons.

*Resolution
5/18/05*

PERMITTED USERS

An Owner may allow others to use Owner's Time Period and may

invite Permitted Users to share occupancy of such Owner's assigned Cabin Unit during the Time Period, provided that maximum allowable occupancy limit is not exceeded. An Owner is allowed to rent Owner's reserved Time Period. The Association will not give a Permitted User access to any Cabin Unit without an Owner's written permission. If an Owner intends for a Permitted User to use such Owner's reserved Time Period, the Association must be informed in writing of the name(s) and address(s) of the Permitted User(s) prior to the first day of the Time Period reserved. Upon Check-In, Permitted Users will be required to show proof of identification and sign a registration card.

PERSONAL CHARGES

Since the Association operates the Angel Fire Cabin Share in much the same fashion as any fine resort, Owners and Permitted Users must pay any personal charges upon Check-Out. In the event an Owner has made a reservation for a Permitted User, such owner will be responsible for any charges not paid by a Permitted User upon Check-Out. (Local phone service is included in an Owner's Assessment; however, unit calls and long-distance phone charges will be billed to such Owner) If an Owner's personal charges (or those of Owner's Permitted User) are not paid upon Check-Out, a service fee will be charged to such Owner for each necessary billing from the Association. Non-payment of personal charges will result in rejection of future reservation requests, suspension of an Owner's use privileges and an assessment lien as provided in the Timeshare Declaration.

EMPLOYEES

Employees of the Association or Grantor, including front desk, housekeeping and maintenance personnel, are under the sole direction of the Association or Grantor's Manager, and during working hours, shall not be diverted to the employment of any Owner. Requests by Owners or Permitted Users for assistance by

employees should be made through such Manager or his designated assistant.

COMMON ELEMENTS

No halls, sidewalks, stairways, driveways, or other similar areas of the Property shall be obstructed or used for any purpose other than ingress to and egress from the Cabin Units.

PERSONAL PROPERTY

No porches or decks, sidewalks, driveways, cul-de-sacs, or other portions of the Property outside the Cabin Units shall be used for the storage of any personal property, without the prior written consent of the Manager. All damage to the 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 while 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, friends, guests, servants, or other invitees or individuals over whom he has control, nor do or permit anything to be done by any such person which would interfere with the rights, comforts, or conveniences of 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 instrument, radio, television, stereo, or tape recorder, if the same shall disturb or annoy any other Owner or Permitted User on the Property.

PARKING

No motor vehicle, trailer, or similar vehicle shall be parked in such a manner as to impede or prevent ready access to the parking areas, driveways or cul-de-sacs on the Property. All Owners and Permitted Users shall obey the parking regulations posted at the parking areas and driveways and any other traffic regulations promulgated and posted for the safety, comfort, and convenience of the Owners and Permitted Users. No Owner or Permitted User shall use, or permit his family, guest, tenants, or invitees to use parking spaces (if any) assigned to other Owners. The Association reserves the right to remove or cause the removal of such vehicles at the expense of the Owners thereof.

PETS

No animals, birds, fish, dogs, cats, reptiles, or other pets of any kind shall be kept or allowed to remain in any Cabin Unit or upon any part of the Property.

MACHINERY

No Owner or Permitted User shall install or cause to be installed in any Cabin Unit any fixtures, machinery, refrigerating or heating device, or air conditioning apparatus, or use any illumination other than electric light.

HEATING AND LIGHTING

No Owner or Permitted User shall interfere in any manner with any portion of either the heating or the lighting apparatuses.

WINDOWS AND PORCHES

Nothing shall be thrown or emptied out of the windows or doors or from the porches or decks or on portions of the Property

outside the Cabin Units nor shall anything be hung from the porches or decks, or from the outside of the windows or placed on any outside window sills.

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 seems 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 Cabin Share 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.

ANGEL FIRE RECREATIONAL FACILITIES

A portion of an Owner's Association assessment is paid to The Angel Fire Corporation in conjunction with the Angel Fire Resort recreational facilities, which are inclusive of the golf course and ski operations. An Owner and his immediate family and their Permitted Users, have the right to use the ski lifts, tennis courts, golf course and fishing lake at 50% of the per use fee which would be charged to the public. This right does not apply to the rental of equipment. Upon Check-In, an Owner will be given a Membership Card which will be usable only during such Owner's Time Period, which reflects such ownership and is thereby entitled to the applicable lesser rate for fees charged for the above facilities. At other times of the year, not during an

Owner's Time Period, these facilities may be used by the Owner and his immediate family (dependents under the age of 18, or age 23, if attending college) at 50% of the per use fee charged to the public. The swimming pool, club facility, ski lifts and runs, golf course and other Angel Fire Resort recreational facilities are to be used only in accordance with the Rules and Regulations posted on the premises and each person using such facilities does so at his or her risk.

ENFORCEMENT

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