



MEMBERSHIP

RULES

&

REGULATIONS

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## INTRODUCTION

These Rules and Regulations are established by Angel Fire Resort Operations, L.L.C. d/b/a/ Angel Fire Resort (the “Resort”). The purpose is to outline the obligations and privileges of membership in the Association of Angel Fire Property Owners (AAFPO) and the procedures established for the protection of the Resort’s recreational facilities (collectively referred to as “the Amenities”), and to promote the health, safety, welfare and enjoyment of AAFPO members, their families and guests, and all other persons using the Amenities. The Resort, with recommendations from the AAFPO Board of Directors, may amend these Rules and Regulations from time to time.

Complaints or suggestions concerning the management, service or operation of the Resort should be submitted in writing, signed by the qualified owner/member and addressed to:

Membership Director  
c/o Angel Fire Resort  
P.O. Box 130  
Angel Fire, NM 87710

**1. MEMBERSHIP. *Membership is an obligation of property ownership.*** All owners are members and all members are required to pay their membership dues (assessments). The type of membership you hold will affect the amount of membership dues you are required to pay, and the benefits and payment methods available to you.

### ***1.1 Who is Eligible?***

(a) ***Owners of property*** located within the recorded subdivisions of Angel Fire Resort. Ownership is documented by possession of legal or equitable title in the subject property as recorded in the records of Colfax County.

(b) ***Spouse*** of a qualified property owner.

(c) ***Dependent children of a qualified property owner.*** “Dependent child” means a child who is unmarried ***and*** 23 years of age or younger ***and*** who is still considered a dependent of the property owner by virtue of their residing with the property owner or attending school as the owner’s dependent.

(d) ***Designated officers, shareholders and partners of a qualified owner.*** When a property is recorded in Colfax County in the name of an entity, such as a company, corporation, partnership or trust, that entity’s designated officers, shareholders, partners or trustees of record, and their eligible family members, ***may*** be granted membership privileges, upon application. When applying for membership privileges, documentation must be provided that specifically names the applicant as a qualifying representative of the entity. Once this type of membership is granted, it will not be transferred to another eligible representative of the entity during a membership year. Upon payment of two membership assessments, two (2) specific family memberships ***may*** be granted to the applicant’s qualifying family members.

(e) ***Multiple Owners of a Single Property*** are entitled to membership, so long as each owner is named on the recorded deed for that property, and assessments are paid for

each activated membership. The number of memberships available to multiple owners of a single property depends on their membership category:

1. Charter member property owners are entitled to no more than two (2) memberships, including their qualified family members, provided that each owner pays a full membership assessment (a total of two (2) assessments).
2. Non-Charter member property owners are entitled to no more than four (4) memberships, including their qualified family members, provided that each owner pays a full membership assessment (a total of four (4) assessments).

(f) ***Owners of Multiple Properties.*** Each property recorded by separate deed in the records of Colfax County is subject to a separate membership assessment. The Governing Documents require owners of Multiple Properties to be current on all membership dues on ***ALL*** properties owned in order to be issued a membership card.<sup>1</sup>

### ***1.2 Membership Categories (Classifications)***

(a) ***Charter*** membership is limited to owners who have held title to their property since before May 24, 1997. Charter membership has limited inheritance rights and may be subject to elimination when the subject property is sold or transferred to another party or entity, pursuant to the Governing Documents. When property is purchased during the membership year (September 1 through August 31), pro-rata non-charter membership assessments are due thirty (30) days from the date of closing. Late charges, penalties and interest will accrue beginning the 31<sup>st</sup> day after closing.

(b) ***Non-Charter*** membership is limited to owners who acquire their property after May 24, 1997. When property is purchased during the membership year (May 1 thru April 30), pro-rata non-charter membership assessments are due thirty (30) days from the date of closing. Late charges, penalties and interest will accrue beginning the 31<sup>st</sup> day after closing.

(c) ***Premier*** members are Charter or Non-Charter members who have elected to upgrade their membership privileges by paying additional annual assessments. Premier membership categories and fees are established by the Resort. Any Charter or Base member may upgrade their membership to one of the premier memberships at any time during the membership year. Premier members are entitled to additional membership benefits, including the option of paying annual dues assessments in monthly installments and paying their dues by credit card or automatic bank withdrawals (see “Annual Dues Assessments” Section).

(d) ***Additional Memberships.*** Owners of any single property are entitled to a second membership of the same type as the initial membership issued in connection with that property, *provided that a full membership assessment is paid for that second membership.* Charter Membership properties may have a maximum of two memberships

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<sup>1</sup> See, §§ 1.80, 4.16 Amended Joint Plan of Reorganization filed in the U.S. Bankruptcy Court for the District Of New Mexico on April 20, 1995 and exhibits attached thereto, recorded September 27, 1995 in Real Estate Book 6, Page 6959, Records of Colfax County, New Mexico

per property, Base Membership properties may have a maximum of four memberships per property.

### ***1.3 Membership Identification***

Upon payment of the applicable membership assessments, eligible members and their qualified family members and dependents will be issued a photo identification card which serves as proof of entitlement to membership privileges. A new membership card is issued to every qualified member every membership year. This card must be protected from loss, theft or misuse and must be carried at all times while using the Amenities.

(a) ***Requirements for issuance of a Membership Card:***

1. Presentation of documentation demonstrating membership eligibility.
2. Payment in full of any outstanding membership assessments, including any fees, penalties and interest owing on the member's account. This requirement may be waived when other arrangements have been made and approved, in writing, by the appropriate governing authority (the Resort and/or AAFPO).
3. Where applicable, execution of a season pass-holder release or other release of liability. Applications and releases will be signed by the cardholder or, in the case of a minor, the parent or guardian.

(b) ***Lost or stolen membership cards*** must be reported immediately to the Resort. The Member's account will be cancelled and a new membership account number and identification card will be issued. The Resort *may* elect to charge a card replacement fee.

(c) ***Use of Membership Cards***. The Resort reserves the right to establish or modify terms and conditions from time to time regarding the use of membership cards. Changes in use, terms, and conditions will be coordinated with the AAFPO Board of Directors.

(d) ***Misuse of Membership Cards***. A misused card may be confiscated and member privileges suspended for any of the following actions:

1. Use of a membership card by anyone other than the person to whom the card was issued.
2. Permitting another individual to use a membership card to gain access to any Resort Amenity or other membership privilege.
3. Violation of the rules and regulations established by the Resort while on Resort premises or while using the Amenities.

(e) ***Fines and Suspension of Membership***. In the event a member misuses his or her membership card, the following actions will be taken:

1. Membership card(s) will be confiscated by any Resort personnel who witness or discover misuse.
2. Confiscated cards will be held by the Membership Department and may be retrieved by the member upon payment of a \$100.00 fine for the first infraction, or a \$250.00 for each additional infraction within a membership year.
3. A portion of any fines collected under these provisions shall be used to pay a reward or bonus not to exceed \$25.00 to the Resort employee or personnel who confiscate the misused membership card. The balance of the fines collected shall be placed in the AAFPO discretionary fund to be used for the improvement, maintenance, and operation of the Amenities, or for AAFPO operating expenses, as determined by the AAFPO Board of Directors.
4. In the event of repeated misuse, the Resort may suspend the member's privileges, but only after the member has received notice of the Resort's intent to suspend said membership privileges and the member has been given an opportunity to be heard in response to said notice.

(f) *Identification decals or other insignia* may be required by the Resort from time to time to identify member vehicles, boats, golf carts, etc. The Resort shall provide Members such identification decals and/or insignia and Members shall display them as required by the Resort.

## **2. PROPERTY CATEGORIES**

Property categories are documented and tracked as a basis for current and future analysis of membership verification, demand and demographics.

**2.1 *Unimproved property*** is any single lot or tract within the recorded subdivisions of Angel Fire Resort on which no structure has been constructed or for which a certificate of occupancy has not been obtained.

**2.2 *Improved property*** is any single lot or tract within the recorded subdivisions of Angel Fire Resort on which has been constructed a single-family home, duplex unit, condominium unit, townhouse, apartment unit or other similar multi-family structure, commercial building, or any other structure lawfully built or placed pursuant to the covenants and restrictions, or any lot for which a certificate of occupancy has been obtained.

## **3. DUES AND ASSESSMENTS**

Membership dues and assessments are used for the maintenance and development of the Amenities.

**3.1 *When a Membership is issued in the name of more than one person***, each person shall be jointly and severally liable for all dues, fees, and other charges and liabilities associated with the Membership.

**3.2 Membership Dues, Penalties, and Interest are a Covenant Running with the Land.**

Pursuant to the Governing Documents, the membership dues assessments and penalties and interest accruing on unpaid membership assessments are a covenant running with property located in the recorded Angel Fire subdivisions. Upon transfer of ownership of any said property, any outstanding membership assessments, penalties, or interest must be paid in full. The seller and buyer of any such property will be assessed a pro-rated portion of the dues owed for the then-current membership year at the time of transfer of ownership.

**3.3 Annual Dues and Assessment Rates.** Annual assessments are calculated in accordance with the Governing Documents<sup>2</sup> and include a capital improvements assessment and gross receipts tax. Membership assessments are subject to annual review by the AAFPO Board and may be increased annually by an amount equal to the United States government's published Consumer Price Index, rounded up to the nearest five-dollar increment. Except for the Charter member classification, the Resort has the right to add, delete, or change membership classifications at any time. The Resort shall make every attempt to provide members with notice of any membership classification additions, deletions, or changes.

**3.4 Membership Year:**

(a) **Charter** memberships are billed for the period from October 1 through September 30 each year. Billing statements are mailed to members no later than September 30th.

(b) **Non-Charter** memberships are billed according to the Resort's fiscal year, May 1 through April 30 each year. Billing statements are mailed to members no later than April 30<sup>th</sup>.

**3.5 Payments.** Membership assessments are accrued in advance of the membership year. Every effort is made to ensure that owners are reminded of their assessment due dates through the billing process. To avoid penalties, assessments should be paid prior to the first day of the membership year, but not later than 30 days after the first day of the membership year. Assessments thirty-one (31) days or more past due are subject to penalties and interest, as set forth elsewhere in this document. If property is acquired through either purchase or transfer of ownership during the membership year, pro-rata assessments are due thirty (30) days from the date of closing or recording, after which penalties apply. When a Membership is issued in the name of more than one person, each person shall be jointly and severally liable for all dues, fees, and other charges and liabilities associated with the Membership.

**3.6 Payment Options for Premier Members:**

(a) **Monthly Installments.** Premier members may elect to be billed for their annual assessments in monthly installments if payment is not received within thirty (30) days after the date of the monthly statement. Past-due accounts will accrue interest at the

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<sup>2</sup> Amended Joint Plan of Reorganization filed in the U.S. Bankruptcy Court for the District Of New Mexico on April 20, 1995 and the Specifically, all subdivisions listed in the Supplemental Declaration of Restrictive Covenants and Easements, recorded September 27, 1995 in Real Estate Book 6, Page 6959, Records of Colfax County, New Mexico

rate of eight percent (8%) per annum and penalties at the rate of \$15.00 per month from 30 days after the date of billing until paid in full.

(b) ***Credit Card or Automatic Bank Withdrawals.*** Premier members may elect to pay their dues by credit card or automatic bank withdrawals by making appropriate arrangements with the Resort's Membership Department. Members qualifying for and electing this payment method will receive a written statement of any monthly charges which have been charged to their credit card or bank account. All such members agree to pay directly to the Resort any amounts not paid by the credit card company or bank. Members electing to have their dues, fees and charges billed to a credit card or bank account must notify the Resort of any changes in their credit card or bank accounts to be billed.

**3.7 Penalties and Interest.** Unpaid membership assessments are subject to:

(a) Penalty of fifteen dollars (\$15.00) monthly ***PLUS***

(b) Interest calculated at eight percent (8%) per annum on the unpaid balance.

**3.8 Suspension of Membership.** If a member fails to pay an account within thirty (30) days of when it is due, membership privileges in the Resort will be suspended until the delinquent account is paid in full. Membership dues assessments, interest, and penalty charges shall accrue during any suspension period. Members are entitled to request a hearing to review the bases for the suspension of their privileges and/or to appeal any such suspension.

**3.9 No Refunds.** No Member whose membership privileges have been suspended or restricted is entitled to a refund of any membership dues assessments or any other fees.

**3.10 Collection Policy.** If the Resort commences legal action to collect any amount owed by a member, or to enforce any other liability of any member to the Resort, and if judgment is obtained in favor of the Resort, the member shall also be liable for all costs and expenses of such legal action, and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

**3.11 When a Membership is issued in the name of more than one person,** each person shall be jointly and severally liable for all dues, fees, and other charges and liabilities associated with the membership.

**3.12 Thirty (30) days delinquent.** When a member's account is delinquent more than thirty (30) days from the date a member account is first due, the Resort may, at its discretion, take whatever action it deems necessary to effect collection pursuant to the laws of the State of New Mexico.

#### **4. NOTIFICATION REQUIREMENTS**

**4.1 Mailing Address.** Members are responsible to provide to the Resort Membership Office their current mailing address where billing statements and other notices and correspondence are to be sent.

(a) ***Change of Address.*** Members are responsible to notify the Resort Membership Office, in writing, of any change of address. Failure to do so shall constitute a waiver of the right to receive Resort statements, notices, bulletins and any other

communications, and a violation of these Rules and Regulations. Send notification of change of address to: Angel Fire Membership, P.O. Box 2023, Angel Fire, NM 87710.

(b) **Defacto Receipt.** A Member shall be deemed to have received mailings from the Resort ten (10) days after the item is mailed by U.S. Post Office to the address on file with the Resort. In the absence of an address on file, any Resort mailing may, with the same effect described above, be addressed as the Membership Director may determine is most likely to cause its prompt delivery.

**4.2 Property Ownership.** Members are required to notify the Resort Membership Office of any change in the ownership of their property, including death of an owner or transfer of ownership to another individual or entity through a sale, inheritance, gift, bankruptcy, court order, tax sale, or other means. When possible, members are required to provide to the Resort Membership Office copies of any legal documents which codify any such change of ownership.

**4.3 Property Category Changes (From Unimproved to Improved).** Members are required to notify the Resort Membership Office of changes in property category from unimproved to improved. Unimproved property is any single lot or tract within the recorded subdivisions of Angel Fire Resort on which no structure has been constructed or for which a certificate of occupancy has not been obtained. Improved property is any single lot or tract within the recorded subdivisions of Angel Fire Resort on which has been constructed a single-family home, duplex unit, condominium unit, townhouse, apartment unit or other similar multi-family structure, commercial building, or any other structure lawfully built or placed pursuant to the covenants and restrictions, or any lot for which a certificate of occupancy has been obtained.

## **5. USE OF AMENITIES**

**5.1 Complaints, Criticisms or Suggestions** relating to the operation of the Resort or its employees are welcome. Please submit your concerns or suggestions in writing, signed, and addressed to Membership Director, Angel Fire Resort, P.O. Box 130, Angel Fire, NM 87710 or AAFPO, P.O. Box 210, Angel Fire, NM 87710.

**5.2 General.** Members, their families, and their guests shall abide by these written rules and regulations, as they may be amended from time to time, and will comply with verbal direction from authorized Resort personnel, when necessary.

(a) **Hours of Operation.** The Amenities shall be open on the days and during the hours established by the Resort, subject to change from time to time at the sole discretion of the Resort. The Resort may, in its sole discretion, close Amenities from time to time for scheduled maintenance and repairs or for health and safety reasons, promotional purposes, private functions, or other reasons.

(b) **Parking.** "No Parking" signs posted on the Resort's premises must be observed. Self-parking is permitted in areas identified as such. No parking is allowed on grass areas. Only members holding Platinum memberships are permitted to park in the areas designated for Platinum parking. Vehicles of violators of these parking restrictions may be towed at the owner's expense.

(c) **Restricted Areas.** No member, visitor, or guest is allowed in the service or restricted areas of the Resort.

(d) **Smoking** is permitted only in areas designated by the Resort in compliance with NM state law.

(e) **Pets.** Dogs must be leashed while on Resort property. Dogs or other pets (with the exception of assistance dogs) are not permitted on the golf course or ski area.

(f) **Alcoholic Beverages.** The Resort reserves the right, in its sole discretion, to refuse service to a Member for any reason. Alcoholic beverages will not be served, sold, or consumed on Resort premises in any manner that is prohibited by law. Alcoholic beverages consumed or otherwise possessed on Resort property must be purchased from the Resort, unless otherwise permitted by the Resort.

(g) **Food and Beverage.** All food and beverages consumed in Resort facilities will be furnished by the Resort. Outside catering is NOT allowed, unless expressly permitted by the Resort Director of Food and Beverage or his/her designee.

(h) **Resort employees are permitted to deliver food or alcoholic beverages** to locations away from the immediate area of the Resort food and beverage outlets or other designated areas of the Resort only with the permission of the Resort Director of Food and Beverage or his/her designee, and are subject to all ordinances or regulations established by the State of New Mexico, the County of Colfax, and the Village of Angel Fire.

(i) **Private Groups.** Dining room activities for private groups may be made available when expressly permitted by the Resort. Please refer to the Reservations and Cancellations section.

(j) **Entertainers.** Performance by entertainers will be permitted on Resort premises only with the permission of the Resort General Manager or his/her designee. Any such performances must be conducted in conformance with Resort rules and regulations governing such events, which may be obtained from the Resort Hotel at (575) 377-6401.

(k) **Advertising.** Except for advertisements created and/or authorized by Resort personnel, no commercial advertisements shall be posted or circulated in the Resort nor shall solicitations of any kind whatsoever be made on the Resort premises without the prior written approval of the Resort's General Manager or his/her designee. Other than as permitted in writing by the Resort, no petition shall be originated, solicited, circulated or posted on Resort property.

(l) **Solicitation.** Promotions, petitions, solicitations and advertisements or other written material of any nature whatsoever may NOT be printed on Resort letterhead without the express written permission of the Resort General Manager or his/her designee.

(m) **Personnel/Membership List.** No one shall use the Resort personnel roster or the Membership List for solicitation or commercial purposes.

(n) **Personal Services.** Members shall not request personal services from Resort employees while they are on duty. Nor shall a member request of Resort personal the use of any Resort furnishings or equipment that is not ordinarily available for use by members.

(o) **Fireworks.** Absolutely no fireworks are permitted anywhere on Resort property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Resort.

(p) **Firearms/Weapons** and all other weapons of any kind are not permitted in the Resort hotel or in or on the Amenities at any time, except in organized target shooting areas or as part of Resort- sponsored events or hunting expeditions.

(q) **Weather Reports and Notifications.** The Resort shall have no obligation to notify members regarding the presence of lightning or other severe weather in the area. All members and guests utilizing the Amenities should observe weather conditions and immediately seek shelter if lightning is in the area.

(r) **Courtesy.** Members and their guests shall not abuse Resort employees, verbally or otherwise. Employees of the Resort are under the supervision of the Resort General Manager or his/her designee, and no member or guest shall reprimand, degrade, or attempt to discipline a Resort employee. Nor shall a member request that an employee leave the Resort premises for any reason. Members should report immediately to Resort management any Resort employee that has failed to deliver courteous and reasonable service.

(s) **Enforcement.** Resort personnel have full authority to enforce these Rules and Regulations and to report infractions to Resort management.

(t) **Disciplinary Action.** Persons who violate these rules or engage in conduct in a manner that is prejudicial to the best interests of the Resort or its personnel will be subject to disciplinary action by the Resort, in accordance with these Rules and Regulations.

(u) **Fair Practices.** In no event shall the Resort discriminate against any individual because of the individual's age, race, color, religion, sex, sexual orientation, national origin, handicap or marital status.

## **6. ADDITIONAL SERVICES AND ACTIVITIES**

The Resort provides a variety of social, cultural, and recreational events in which all members are encouraged to participate. The Resort also encourages the members' use of its Amenities for private functions on any day or evening, provided said activity does not interfere with the normal operation of the Resort or with the services regularly available to members. Members should contact the Resort Group and Conference Sales Office for available dates and to make arrangements for any such activities. Applicable set-up and group function fees may apply.

**6.1 Private functions** are permitted at the Resort only with prior permission of the Resort. The individual sponsoring the function shall assume full responsibility for the conduct of guests and for the removal of any decorations and trash at the end of the function, unless otherwise arranged for with the Resort. The sponsor of the function shall

be responsible for any damage to the Amenities and for the payment of any charges not paid by individuals attending the private function.

**6.2 *Special events*** and functions may be scheduled by the Resort from time to time.

## **7. MEMBER CONDUCT AND DISCIPLINE**

**7.1 *Improper Conduct.*** Members are responsible for their conduct and for the conduct of their family members, including spouses and unmarried dependent children through the age of 23. Any member whose conduct or whose immediate family's or guests' conduct shall be deemed to be likely to endanger the welfare, safety, harmony, or good reputation of the Resort or its members or may otherwise be deemed improper, may be reprimanded and/or fined, and their membership privileges may be suspended, restricted, or revoked. The Resort, in coordination with AAFPO, shall be the sole judge of what constitutes improper conduct, including but not limited to:

- (a) Submitting false information on a membership application or agreement
- (b) Allowing a membership card to be used by another individual
- (c) Failing to abide by the Rules and Regulations as set forth herein and as modified from time to time
- (e) Abusive treatment of Resort personnel or employees.

Any member accused of improper conduct shall:

- (a) Be notified by the Resort of the proposed disciplinary action.
- (b) Be given an opportunity to be heard and to show cause why he or she should not be disciplined. When such member desires to be heard, the Resort and AAFPO shall set a time and date for a hearing.

While such complaint is under consideration by the Resort and AAFPO, the member may enjoy the Amenities by paying the standard public fees for their use, at the Resort's discretion.

**7.4 *Suspension of Membership for Non-Payment of Membership Dues.*** Please refer to Paragraph 3.8.

**7.3 *No Refund.*** No member whose membership privileges have been suspended or restricted is entitled to a refund of any membership assessments, dues, or any other fees.

**7.4 *Suspension, Restriction, or Revocation of Membership Privileges Does not Cancel Membership Assessment Obligations.*** During the restriction, suspension, or revocation of a member's privileges, the member's assessment obligations shall continue, including the continuing responsibility for payment of annual membership dues, penalties, interest, and other charges. All dues and charges must be paid in full prior to reinstatement of membership privileges.

## **8. LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

**8.1 Personal Property.** Members, their family members, including spouses and unmarried dependent children under the age of 23, and their guests assume sole responsibility for their personal property while using the Resort Amenities. The Resort shall not be responsible for any loss or damage to any private property used or stored on the Resort's premises or at the Amenities, whether in lockers or elsewhere. Any such personal property that may have been left in or on the facilities for six months or more without payment of storage thereon may be sold by the Resort as provided by law.

**8.2 Resort Property.** No person shall remove from the room in which it is placed or from the Resort's premises any property or furniture belonging to the Resort without proper written authorization.

**8.3 Member Liability.** Members are liable for any property damage and/or personal injury incurred by them while using the Resort Amenities or at any activity or function operated, organized, arranged, or sponsored by the Resort, that is caused by the member or the member's immediate family members or guests. The cost of such damage shall be billed to the responsible member's membership account.

**8.4 Release and Indemnification of Resort.** Members acknowledge that the use of the Amenities and any privilege or service incident to membership is undertaken with the knowledge of the risk of possible injury or death. Members accept for themselves any and all risk of personal injury or death or property damage which occurs as a result of the actions or negligence of a member and/or the member's immediate family or guests, and fully release the Resort and its agents, employees, directors, officers, and shareholders from any and all liability for personal injury or death or property damage which results from the actions and/or negligence of the member and/or the member's immediate family or guests. The member also agrees to defend, indemnify, and hold harmless the Resort from any claims or damages of third parties arising solely out of the conduct of the member and/or the member's immediate family or guests while using the Amenities. In the case of minors for whom the member is the legal guardian or otherwise legally responsible, the member agrees to fully release the Resort from any claim for personal injury or death or damage to property belonging to said minor which may occur as a result of said minor's actions and/or negligence, even after the minor has attained majority, and to indemnify the Resort, its agents, employees, directors, officers, and shareholders from any claim, legal action, harm, injury, or damages or loss to person and/or property made on behalf of the said minor which may occur as a result of said minor's actions and/or negligence. The member also agrees to defend, indemnify, and hold harmless the Resort from any claims or damages of third parties arising solely out of the conduct of said minor while utilizing the Amenities.

**8.5 Additional Releases.** Members may be required to execute additional release forms for use of certain amenities.

## **9. RESERVATIONS AND CANCELLATIONS**

**9.1 Dinner reservations** at any of the Resort's food and beverage facilities may be required from time to time, as determined by the Resort. Members are asked to assist the

Resort in maintaining required service levels by making reservations for dining prior to 5:00 p.m. and to provide notice of cancellation of reservations no later than 3:00 p.m. The Resort, at its discretion, may establish a confirmation system for dining reservations, and may establish a cancellation fee for failure to cancel dining reservations as specified above. Reservations for dining will be held for only fifteen minutes after the reserved time.

**9.2 Parties of more than eight persons** will be accommodated on an “as available” basis. A 24-hour notice is requested for parties of more than eight persons, and a set menu should be pre-arranged whenever possible. A deposit may be required and it will not be refunded when the cancellation notice is not received at least 24 hours in advance of the reserved time.

**9.3 Reservations may be required for certain Resort activities**, and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate Resort office.

**9.4 Banquets and special events.** Reservations for banquets and special events must be made with the Resort Group and Conference Sales Office. A non-refundable deposit is required for banquet and event reservations. The Group and Conference Sales Office will provide specific information, including cancellation policies.

**9.5 Prior Approval for Special Membership Activities.** No member or committee shall plan or set dates for dining or meeting room activities without prior approval of the Resort Director of Food and Beverage or the Group and Conference Sales Office, or their designee.

## **10. CHILDREN**

**10.1 Members are responsible for their children’s conduct and safety** when they are visiting and/or using the Resort’s Amenities.

**10.2 Children under 12 years of age** are not permitted to use the Resort Amenities unless accompanied and supervised by a parent or legal guardian.

**10.3 Pool Facilities.** Children under 14 years of age must be accompanied and supervised by a parent or legal guardian at all times while using or visiting the Resort pool facilities.

**10.4 Proof of Guardianship.** Only a parent or legal guardian, as designated by a notarized power of attorney, may sign releases on behalf of a minor child under the age of 18. Relatives, by virtue of blood or marriage, such as aunts, uncles, and grandparents are NOT legal guardians. When a member’s child or children visit the area without a parent, a guardian must be designated, in writing, to serve as the legal guardian. A designated guardian must present to the Resort a notarized power of attorney form, executed and signed by the child’s or children’s parent.

**10.5 Children under the lawful drinking age** are not permitted in any Resort lounge, unless supervised and accompanied by a parent in accordance with the laws of the State of New Mexico.

## **11. ATTIRE**

**11.1 Dress Requirements.** The Resort may publish dress requirements from time to time. Regardless of any specifically published dress requirement, members and their guests are expected to dress in a manner befitting the surroundings and atmosphere of the occasion or event being sponsored by the Resort or AAFPO.

**11.2 Bathing suits** shall be worn only in the pool areas. Appropriate cover-ups and shoes are to be worn while using all other Amenities.

## **12. GUESTS**

Angel Fire Resort requests that members inform and educate their guests on the Rules and Regulations for use of the Amenities to ensure the continuous enjoyment of the Amenities by all.

**12.1 Guests will be charged guest fees for use of the Amenities** as those fees may be determined from time to time by the Resort. The Resort shall also establish rules and regulations governing guest use of the Amenities.

**12.2 Guests may use the Amenities consistent with the privileges of the membership level** of the sponsoring member and upon payment of daily fees, where applicable, as determined by the Resort.

**12.3 Guests of Premier Members.** A special premier member guest use policy may be established from time to time. Although it is the intention of the Resort to accommodate guests without inconvenience to the members, the Resort reserves the right to limit the number of guests a member may invite to use the Amenities on any given day.

**12.4 Guests under the age of 12** must be accompanied by a parent or guardian

**12.5 An individual using the Amenities as a member's guest** must be registered with the Resort by the sponsoring member. The Resort reserves the right to require identification of each guest.

**12.7 Guest privileges may be limited,** from time to time, in the sole and absolute discretion of the Resort. Notice of such limitation will be provided to AAFPO by the Resort.

**12.8 Guest use of the Amenities may be denied,** withdrawn, or revoked at any time for reasons considered sufficient by the Resort.

## **13. SKI/SNOWBOARD**

Ski area operators and skiers are bound by the New Mexico Ski Safety Act. The term "skier," as defined by the New Mexico Ski Safety Act, includes snowboarders, be-skiers, and ski-boarders. Skiers are responsible for knowing, understanding, and following skiers' obligations as set forth in the Act and below:

**13.1 At all times, skiers will ski with control** and in a manner that allows them to stop and/or avoid other skiers or objects.

- 13.2** *When skiing downhill or overtaking another skier*, a skier must avoid any skier below.
- 13.2** *A skier must not stop in a position which obstructs a trail* or where the skier is not visible from above.
- 13.3** *When entering a trail or starting downhill*, skiers must yield to other skiers already on the trail or the hill.
- 13.4** *Skiers must wear* retention straps, ski brakes, or other devices to help prevent runaway skis and snowboards.
- 13.5** *At all times, skiers will obey all signs*, such as “Slow” and “Caution.”
- 13.6** *Skiers must keep off closed trails and posted areas.*
- 13.7** *Skiers will ski only those slopes which are consistent with their abilities* (e.g., novice, intermediate, or advanced).
- 13.8** *Skiers must avoid and keep a reasonable distance from any machinery* on the hill (e.g., snow-grooming machines, snowmobiles, etc.).
- 13.9** *Skiing out of marked boundaries is not permitted.*
- 13.10** *Horseplay is not permitted on the slopes.*
- 13.11** *Unauthorized racing is not permitted* on the slopes. Racing is allowed only in specific events sponsored and managed by the Resort.
- 13.12** *Tucking skiers (i.e. skiing in a crouched position) is not permitted* except as otherwise provided by the Resort.
- 13.13** *Skiers must follow any requests made by the Ski Patrol.*
- 13.14** *No sleds, saucers, dishes, snowmobiles or other apparatus* are allowed on Resort Property without the permission of the Director of Resort Operations.
- 13.15** *No babies or small children* may be carried in a harness, carrier, papoose, or other back or stomach pack arrangement while skiing.
- 13.16** *Before using any lift*, individuals must know how to load, ride, and unload safely.
- 13.17** *Skiers shall obey all instructions* regarding the lowering and raising of bars, indicated on lift towers.
- 13.18** *Swinging and banging skis or jumping out of chair lifts is prohibited.*
- 13.19** *Skiers should secure long hair*, dangling scarves, or other loose clothing before loading chair lifts.
- 13.20** *Parents will identify another responsible adult as the designated guardian of their children* when the children are not under direct supervision of the parent during any ski activity at the Resort.
- 13.21** *The lift operator will assume that young or small children riding a chair lift alone have been authorized to do so by their parents and/or guardian.*
- 13.22** *Skiers must remove pole straps* from wrists when riding lifts.

**13.23 Under New Mexico law, a skier accepts as a matter of law the dangers inherent in the sport of skiing and expressly assumes the risk** of and legal responsibility for any injury to person or property which results from participation in the sport of skiing including any injury caused by the following: variations in terrain; surface or subsurface snow or ice conditions; bare spots; rocks, trees, or other forms of forest growth or debris; lift towers and components thereof; pole lines, and snow-making equipment which are visible or are plainly marked in accordance with New Mexico law.

**13.24 The responsibility for collisions** by any skier while skiing with any person or object shall be solely that of the individual(s) involved in such collision.

**13.25 When injured while skiing or using a ski lift, or if involved in a collision,** you are required by law to report the injury or collision and provide your name and address to the Ski Patrol.

**13.26 No skier shall use a ski lift while intoxicated or under the influence of any controlled substance.**

**13.27 Know the limits of your skiing ability.** Refrain from acting in a manner which may cause or contribute to the injury of anyone.

**13.28 Angel Fire Resort has no duty to any skier** beyond the Ski Area Boundary as indicated on the trail map.

**13.29 Snow grooming equipment, snowmobiles, and snowmaking equipment** may be encountered on the mountain at any time. Please use extreme caution at all times.

## **14. GOLF COURSE**

**14.1 To better control golf play during prime-time periods, the management of the Resort may designate “member only” playing times** from time to time when only Members will be entitled to use the golf facilities. A member’s immediate family will have the same golf privileges as the member during all member-only playing times.

**14.2 The Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA** shall be the rules of the Resort, except when they conflict with local rules or with any of the rules herein.

**14.3 “Cutting-in” is not permitted at any time.** All players must check in with the Pro Shop. Under no circumstances are players permitted to start play from residences.

**14.4 Practice is not allowed on the golf course.** The practice facilities should be used for all practice.

**14.5 Speed of play will be strictly enforced.** If a foursome or other group of players fails to keep its place on the course and falls behind the preceding group by more than one hole, the group must allow the following group to play through.

**14.6 All players who stop after playing nine holes** for any reason must occupy the next tee before the following players arrive at the tee or they shall lose their position on the golf course and must get permission from the Pro Shop to resume play.

**14.7 All tournament play must be approved in advance by the Golf Professional.**

**14.8 All players must enter and leave bunkers** at the lowest point to the green and smooth sand over with a rake upon leaving.

**14.9 All players must repair all ball marks on the green and must replace all divots.**

**14.10 Hawking is not allowed on the course at any time.**

**14.11 Golf marshals and/or the Resort's professional staff may be on duty** to help regulate play and enforce golf cart regulations. The golf marshals and/or the professional staff have full authority on the golf course to enforce all rules and speed of play. All players are expected to cooperate .

**14.12 A round of golf should be completed in four and one-half hours or less.** If a player is repeatedly warned for slow play, the Resort may take such action as it deems appropriate, including without limitation, restricting the person's use of the golf course during certain times of the day.

**14.13 Each player must have his or her own set of golf clubs.**

**14.14 Proper golf attire is required for all players.** A description of "proper attire" shall be determined by the Golf Professional. Members are expected to ensure that their family members and guests adhere to these rules. Improperly dressed golfers shall be asked to change before playing. Any player who has a question concerning the proper attire should check with a golf course representative in the Pro Shop before starting play.

**14.15 If lightning is in the area, all play shall cease.**

**14.16. The Resort may close the golf course to general play** during adverse weather conditions, when maintenance of the golf facilities is required, when the course could be damaged by play, or when golf tournaments and promotional events are held at the Resort.

**14.17 Jogging, bicycling, fishing, horseback riding or recreational walking is not permitted on the golf course at any time.**

**14.18 "Discontinued Play" Policy:** For an eighteen-hole round: if one to nine holes have been played at the time of discontinuance, the player will receive a nine-hole credit; if ten or more holes have been played, the player shall receive no credit.

**14.19 Foursomes shall have the right of way.** Twosomes may play at the discretion of the Pro Shop. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Twosomes and singles shall be grouped with other players, if available, at the discretion of the Pro Shop.

**14.20 Singles shall have no priority on the golf course** and shall be permitted to play only at the discretion of the Pro Shop.

**14.21 Groups of five or more players** shall be permitted on the golf course only with the permission of the Pro Shop.

**14.22 Excepting golf carts, motorized vehicles are not permitted on the Golf Course,** unless they are operated by Golf Course or Resort Maintenance personnel in the course of their employment.

**14.23 Hours of Play** and Pro Shop hours shall be posted in the Pro Shop. The Pro Shop shall determine when the Golf Course is fit for play.

**14.24 Golf Starting Times.** All players must reserve a starting time through the Pro Shop. The Pro Shop staff shall assign the starting time depending on availability. Starting times may be made in person or by phone during Pro Shop hours. Starting times changes must be approved by the Pro Shop. Players who fail to cancel their starting time one hour prior to their scheduled starting time may be charged a fee for the unused rounds as determined by the Resort from time to time. Members should notify the Pro Shop of any cancellation as soon as possible.

**14.25 Registration.** Members and their guests must register in the Pro Shop before beginning play and all members and guests shall present their Membership Cards at registration. Failure to check in and register ten minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the Pro Shop. Players late for their starting time may lose their right to a starting time and shall begin play only at the discretion of the Pro Shop.

**14.26 Practice Range.** The practice range is open during normal operating hours as posted in the Pro Shop. The practice range may be closed for general maintenance at the Resort's discretion.

(a) Range balls are for use on the practice range and may not be used on the Golf Course. Golf carts are not permitted on any tee area. Parking of golf carts is allowed in designated areas only.

(b) Balls must be hit from designated area. No hitting is permitted from the rough or sides of the practice range.

(c) Proper golf attire is required at all times on the practice range.

(d) Lessons by unauthorized professionals are prohibited.

**14.27 General Golf Cart Rules.**

(a) Golf carts shall not be used by a member or guest on the Amenities without proper assignment and registration in the Pro Shop.

(b) Golf carts may only be used on the golf course when the course is open for play.

(c) Each operator of a golf cart must be at least fifteen years of age and have a valid automobile driver's license.

(d) Only two persons and two sets of golf clubs are permitted per golf cart.

(e) Pull carts are permitted.

(f) All golf cart traffic signs must be obeyed at all times.

(g) At the Pro Shop's discretion, the 90-degree rule shall be in effect.

(h) Care should be taken to avoid soft areas on fairways, especially after rains; travel should be over roughs whenever possible.

(i) Golf carts should never be driven through a hazard.

(j) It is understood that operation of a golf cart on the Golf Course is undertaken at the risk of the operator. Cost of repair to a golf cart which is damaged by the member or an immediate family member shall be charged to the member. Each member shall be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart by the member or his or her immediate family members and shall reimburse the Resort and/or any operator of the Resort for any and all damages the Resort may sustain by reason of misuse.

(k) Members accept and assume all responsibility for liability connected with operation of a golf cart. Members also expressly indemnify and agree to hold harmless the Resort, its employees, affiliates, and owners from any and all damages, whether direct or consequential, arising from or related to the members' or their immediate family members' use and operation of a golf cart.

(l) "Course closed" or "hole closed" signs are to be adhered to without exception.

(m) Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.

(n) Alcoholic beverages are permitted on golf carts, in accordance with New Mexico Liquor Control Laws. Please see "The Golf Course and Alcohol" section of these Rules and Regulations.

**14.28 Private Golf Cart Rules.** Private golf carts are permitted on the Resort's Golf Course, subject to these Rules and Regulations, as they may be amended from time to time. The privilege to use a private golf cart is non-transferable and non-assignable. Private golf carts may be used only by membership cardholders in good standing who complete the Trail Fee Agreement, provide a Certificate of Insurance, complete a cart inspection, and pay the appropriate fees.

(a) Private golf carts must be inspected and approved by the Resort annually for compliance with appearance and other standards set forth herein and as may be determined from time to time by the Resort. The Resort may require routine safety/maintenance inspections to be performed on privately owned golf carts.

(b) All private golf carts must be four-wheeled with 8.5-inch-wide tires; must be gas or electrically powered; and must conform with the Resort's safety specifications. Three-wheeled golf carts will be allowed by exception only, on a case-by-case basis and as approved by the Golf Course Superintendent.

(c) All golf cart owners agree to comply with the Rules and Regulations established by the Resort as they may be amended from time to time.

(d) Trail fee privileges are for the benefit of the golf cart owner and members of his or her immediate family. Guests shall not be charged a fee for riding with the golf cart permittee.

(e) All golf cart owners shall be required to sign a release of liability agreeing to hold the Resort, AAFPO, and their affiliates harmless as a result of any loss or damage relating to the operation of the golf cart, as provided in the Trail Fee Agreement.

(f) Members using a private golf cart shall be required to provide the Resort with a Certificate of Insurance every year. The certificate shall state that the operation of the golf cart is covered by the member's liability insurance policy with policy limits that shall be determined by the Resort from time to time. The member shall name as an additional insured on such policy those parties requested by the Resort from time to time and shall provide that such policy can only be cancelled upon 30 days prior written notice to the Resort.

(g) Members using a private golf cart will be held fully responsible for any and all damages caused by the misuse of the golf cart by the member and/or the member's immediate family or guests, and the member shall reimburse the Resort for any and all damages the Resort may sustain by reason of misuse, including without limitation, damage to other golf carts and any property of the Resort.

(h) In the event a golf cart operator is involved in an accident resulting in an injury or property damage, the operator must immediately notify Resort personnel and the appropriate law enforcement agency.

(i) Golf carts may only be used during daylight hours.

(j) An identification number and a yearly decal will be issued to private golf cart owners upon signing a private golf cart agreement and providing a certificate of insurance, safety inspection report, and payment of the Resort's annual fee. Annual decals should be placed in clear view on the front of the golf cart.

(k) Members using private golf carts are required to ensure that their private carts are restricted to licensed drivers who will operate the carts in a safe, prudent manner and in accordance with all governmental regulations.

(l) These Rules and Regulations may be amended or expanded, from time to time, at the discretion of the Resort and AAFPO.

(m) Violations of these Rules and Regulations may result in the revocation of private golf cart privileges.

(n) Alcoholic beverages are permitted on golf carts, in accordance with New Mexico Liquor Control Laws. Please see “The Golf Course and Alcohol” section of these Rules and Regulations.

#### **14.29 Handicaps.**

(a) Handicaps are computed under the supervision of the Angel Fire Men’s Golf Association in accordance with the current USGA Handicap System.

(b) All members and their guests with a USGA approved handicap may participate in Resort tournaments. All submitted handicaps may be reviewed by the Pro Shop.

(c) Members are responsible for turning in all their scores on a daily basis. Any member failing to turn in a score shall result in a score being posted that is equal to their lowest score on record. The Pro Shop shall assist any members needing help with the posting procedures.

(d) Accurate records are to be kept of scores turned in and recorded for all full rounds played. The Pro Shop shall determine whether members have violated any of the procedures required for turning in their scores.

**14.30 Golf Course Etiquette.** Persons using the golf course should do their part to make a round of golf a pleasant experience for everyone at the Resort. Here are some suggestions:

(a) Do not waste time. Anticipate the club or clubs you may need, and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his shot, it would be courteous for such player to indicate to another player to play which should not be deemed playing out of turn.

(b) The time required to “hole out” on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.

(c) Be sociable, but reserve your extended conversations for the Country Club Lounge & Dining Room.

(d) When approaching a green, park your golf cart on the cart path at the back of the green. Never leave the golf cart in front of the green where you will have to go back and get it while the following players wait for you to get out of the way.

(e) When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while the others in your group are playing from the next tee.

(f) If you are not holding your place on the course (see General Golf Rules), allow the players behind to play through. Do the same if you stop to search for a lost ball.

(g) The golf marshals will report slow play and all breaches of golf etiquette to the Pro Shop, which will take the appropriate action.

**14.31 The Golf Course and Alcohol.** As of July 23, 1999, golfers may consume alcoholic beverages on Angel Fire Golf Course. In order to comply with the regulations of the State of New Mexico, both the Resort and our guests and members must adhere to the following guidelines:

(a) Only alcoholic beverages purchased from the Angel Fire Resort Country Club or the Angel Fire Resort Food Cart may be consumed on the golf course.

(b) Personal coolers and ice chests are not permitted.

(c) Only two drinks may be served and in the possession of any one person at any time.

(d) Alcoholic beverages must be served open.

(e) While crossing public roads you must stay between the painted orange lines. Golfers and servers may not drive up and down the public roads with alcoholic beverages in their possession.

(1) Intoxication and/or belligerent behavior will not be tolerated and may result in the loss of golfing privileges. Please observe etiquette and rules of golf at all times.

(2) Golfers must be twenty-one years of age to consume alcoholic beverages in the State of New Mexico. Valid identification is required to purchase and consume alcoholic beverages at Angel Fire Resort.

## **15. TENNIS COURTS**

**15.1 The Rules of Tennis of the U.S.T.A.** shall apply at all times, except when in conflict with the local rules or with any of the rules herein.

**15.2 Tennis courts may be reserved** by signing up at the Tennis Office located at the tennis courts only when the Tennis Professional or his designee is available. Members and their guests have priority.

**15.3 Proper tennis attire** is required at all times. Warm-ups and colors are permitted, but undershirts, fishnet shirts, cut-offs, Bermudas, jams, blue jeans, and bathing suits are not permitted. Regulation tennis shoes are required.

**15.4 Skateboards, bicycles, roller skates, roller blades, etc.** are not permitted on the tennis courts.

**15.5 Proper tennis etiquette** should be observed at all times. Excessive noise, racquet-throwing, or profanity will not be permitted at any time.

**15.6 Trash and other litter** must be deposited in the proper receptacles.

**15.7 Courts will be closed when necessary** for maintenance operations, when dictated by safety considerations, or under adverse weather conditions.

**15.8 Courts may be reserved for special events.**

## **16. SWIMMING POOL**

**16.1 Platinum members** may use the Angel Fire Resort Hotel pool and hot tub facilities. No other membership classification has access to the hotel pool and hot tub.

**16.2 Use of the pools at any time is at the swimmer's own risk.** Any injuries or accidents should be reported to Resort personnel immediately.

**16.3 Membership Cards.** Everyone wishing to use the pool facilities must present their membership card upon request.

**16.4 Children 14 years and younger** must be accompanied by a parent or legal guardian.

**16.5 Children who cannot swim** must be accompanied by a parent or legal guardian at all times while in any of the pool areas.

**16.6 Children using the pool must be three years of age and toilet trained.** Children wearing diapers are not permitted in the pool.

**16.7 Swimming is permitted only during designated hours.** The pool is officially closed at all times outside of posted hours or when a "CLOSED" sign is posted.

**16.8 Bottles, glass objects, drinking glasses and sharp objects** are not permitted in the pool area. Trash should be placed in the containers located throughout the pool area.

**16.9 Food is allowed only in designated areas** of the pool facilities.

**16.10 All swimmers must wear bona fide swimming attire.** Cut-offs, jeans, and Bermuda shorts are not considered appropriate swimwear. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool area.

**16.11 Animals, bicycles, skateboards, play balls of any type, and coolers** are not permitted in the pool area.

**16.12 Life-saving and pool-cleaning equipment** should be used only for the purposes intended.

**16.13 Running, ball-playing, and hazardous activities** of any nature whatsoever are not permitted in the pool area. Pushing, dunking, and dangerous games are specifically prohibited.

**16.14 Diving is not permitted.**

**16.15 Fishing, spear fishing, and snorkeling equipment, other than a mask and snorkel,** are not to be used in the pool area except a part of an organized course of instruction which has been approved by the Resort.

**16.16 Throwing footballs, Frisbees, tennis balls, or other objects; spitting or spouting water; and tag games** are not allowed in the pool area. The Resort staff has the authority to expel from the pool area anyone who fails to cooperate in following these Pool Rules or whose conduct is otherwise unbecoming of a member.

**16.17 All persons using the pool area are urged to cooperate in keeping the area clean** by properly disposing of towels, cans, etc.

**16.18 Smoking is not permitted in the pool area.**

**16.19 Flotation devices** are permitted for non-swimming children up to five years of age. Small toys such as balls, water guns, rings, etc., may be permitted, depending on the number of persons in the pool and the manner in which the toys are used. Tire inner tubes are not permitted. Air mattresses are not permitted.

**16.20 Lounge Chairs.** Persons who leave the pool area for over 30 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited.

**16.21 Shoes and bathing suit cover-ups** should be worn by adults and children while inside the Hotel. Cover-ups are required everywhere at the Hotel, except while at the pool area.

## **17. OLYMPIC PARK**

**17.1 Children 7 years and younger, and seniors 70 years and older may fish at Olympic Park Fish and Game Pond for no fee.** The pond is regulated by the New Mexico Department of Fish and Game, and fishing licenses are required for seniors. Other adults are not permitted to fish at Olympic Park pond.

**17.2 Picnic facilities** at Olympic Park may be reserved in advance by calling the Angel Fire Resort Group and Conference Sales Department at (575) 377-4205.

**17.3 Motorized vehicles are not permitted** at Olympic Park, except as operated by Resort maintenance personnel.

## **18. MONTE VERDE LAKE**

**18.1 Monte Verde Lake is owned, operated and stocked by Angel Fire Resort.**

**18.2 Applicable fees are posted and enforced by the Attendant.**

**18.3 Individuals using Monte Verde Lake must check in with the Lake Attendant** at the Boat House office.

**18.4 Individuals using Monte Verde Lake are subject to all laws and regulations regarding boating and fishing.** For example: Boats with electric motors must be currently registered; persons using kayaks or canoes must wear personal flotation devices. Many other specific State regulations apply to boating in New Mexico. The Lake Attendant has a copy of the State Park and Recreation Guide and the Navigation and Boating, Boating Operation and Safety Regulations published by the State of New Mexico. You may request your own copies from the Energy, Minerals and Natural Resources Department, State Park & Recreation Division, PO Box 1147, Santa Fe, NM 87504-1147, (575) 827-7465 or (800) 451-2541 in New Mexico.

### **18.5 Fishing.**

(a) The State of New Mexico requires the attendant to issue a fishing invoice, received daily, to all members and guests who wish to fish at Monte Verde Lake.

(b) A State of New Mexico fishing license is not required.

(c) Daily catch limit is 4 fish per invoice.

(d) NO catch and release!

(f) All individuals fishing at Monte Verde Lake must report the number of fish caught per day.

**18.6 Boats.**

(a) Gasoline powered boat engines are not permitted.

(b) Boaters under the age of 18 must wear a life vest

(c) Boats over 16 feet in length are not permitted.

(d) The number of persons allowed simultaneously in any rental or private boat is limited to the number specified by the boat's manufacturer.

(e) Boats will not be rented to anyone under the age of 18 without a parent or legal guardian's signature on the required release form.

(f) Boats will not be rented to children aged 13 or younger without a parent or legal guardian present while the minor is operating the boat.

(g) Storage. Boats owned by Angel Fire Resort Members in good standing may be stored at Monte Verde Lake with registration and fee payment. A limited number of boats may be registered, on a first-come, first-served basis. Once the spots have been filled, no more registrations will be accepted. A Member may place their name on a waiting list for the first available spot. Boats must be removed from the Lake when it is closed for the season in the fall. Boats not removed may be sold at public sale the following summer season.

**18.7 Pets must be on a leash at all times.**

**18.8 Tent and picnic areas** at Monte Verde Lake may be reserved in advance by contacting the Angel Fire Resort Group and Conference Sales Department at (575) 377-4205. Group fees may apply.

**18.9 Prohibited Activities.** Absolutely NO:

(a) Swimming or wading

(b) Alcoholic beverages

(c) Campfires

(d) Overnight camping

(e) Motorized vehicles on the shore or the dam

(f) Sledding on the lake or surrounding grounds, including the slope of the lake dam

## **19. RECREATIONAL VEHICLE PARK**

**19.1 Who May Use The Park.** The Angel Fire Recreational Vehicle Park is open year round and is reserved for use by Angel Fire Resort members in good standing and the guests of Premier members in good standing.

**19.2 The RV Park is available on a first-come, first-served basis at no cost** for members in good standing. Members not in good standing are not permitted to use the RV Park.

**19.3 Reservations are not taken.**

**19.4 Once an RV space has been chosen,** the member must present their valid membership card to register at the Member Services Office and receive a permit and a key to the laundry/restroom/shower/facility. **A \$20.00 key deposit is required. The deposit will be returned to the member or the guest when the key is returned.** The permit must be placed prominently facing outward in a front window of the RV.

**19.5 Guests of Premier members** must be accompanied by the sponsoring member in order to receive a permit and key. The sponsoring member must present their valid membership card.

**19.6 Guests are charged \$10.00 per day.** Guests must pay the RV fee at check-in for the estimated length of stay. If a guest leaves before expected, any overpayment will be refunded at check-out.

**19.7 Length of Stay.** Members and guests may stay at the RV Park for a maximum of 13 consecutive nights from May 15<sup>th</sup> through September 15<sup>th</sup> of each year, and a maximum of 21 nights from September 16<sup>th</sup> to May 14<sup>th</sup> of each year. If a Member or guest wishes to check in again, the member or guest must spend three nights elsewhere before registering again. A new permit will be issued and key deposit charged.

**19.8 The RV Park is not intended for storage.** The RV must be occupied by the member or guest. During busy times, a clearly unattended RV may be towed at the owner's expense.

## **20. ANGEL FIRE STABLES**

**20.1 Who May Use the Stables.** Members in good standing who wish to board horses must contact the Membership Office at (575) 377-4260 at least two weeks prior to the time the member wishes to board horses.

**20.2 Boarding is available by advance reservation,** on a space-available basis only. Members arriving with animals for boarding without making prior arrangements will not be accommodated.

**20.3 Boarding at Angel Fire Stables does not include bedding, fee, or labor.** Water is available, but not provided in every stall.

**20.4 Current Health Certificates and proof of negative Coggins test** are required for each animal boarding at the Angel Fire Stables.

**20.5 Members must sign a Release of Liability** when boarding horses at the Angel Fire Stables.

## **21. GREENBELTS**

*21.1 Aspens subdivision greenbelts* are privately owned and are available for the exclusive use of property owners in that subdivision.

*21.2 Common Use Greenbelts* are bordered by private property. Accessing a greenbelt by crossing private property or going onto private property from a greenbelt is prohibited under all circumstances.

*21.3 Members may use the common use greenbelts for hiking, snowshoeing, and mountain biking only.*

*21.4 Camping, campfires, outdoor grills, fireworks, and firearms* are not permitted in any greenbelt.

*21.5 Motorized vehicles are not permitted on the greenbelt open spaces.*

*21.6 Members may not fence, rope off, or otherwise obstruct a greenbelt.*

*21.7 Members may not dump or place anything in a greenbelt area.* Whatever is brought onto the greenbelt must be carried out.