



ASSOCIATION OF ANGEL FIRE PROPERTY OWNERS (AAFPPO) NEWSLETTER

Next Meeting

The next meeting of the AAFPO Board will be held at 5:30pm MST, Thursday March 11, 2021. This meeting will be held virtually through Zoom, and AAFPO members are encouraged to attend. You can join the meeting using your computer by going to <https://netapp.zoom.us/j/5757704976> . If you cannot join by computer, you can dial-in by calling 1.253.215.8782 and entering meeting ID 5757704976#.

Sources of Information

A number of rumors are circulating about the pending litigation between AAFPO and Angel Fire Resort. You can find the [15 page complaint](#) and the various [supporting documentation](#) at the [AAFPPO website](#). At the request of members, we prepared a video explaining in detail why the AAFPO Board felt it necessary to enter into litigation. You can view the video [here](#). **Reminder:** the [AAFPPO.org](#) webpage is the official source of information regarding Association matters.

Email Lists

For members that may not be aware, Angel Fire Resort collects property owner dues and manages membership data, on behalf of AAFPO. Angel Fire Resort has, at last, provided the AAFPO Board a list of email addresses for our members. While the Board is still seeking data from the Resort required to fulfill our obligations under the [By-Laws](#) and the [Joint Plan of Reorganization of 1995](#), we intend to use the email list provided by the Resort to provide our members with timely information concerning AAFPO operations, other topics, and updates on the pending litigation. Out of concern for our member's privacy and confidentiality, the Board will be emailing members to ask for your consent to receive further AAFPO email notices, newsletters, and other important information.

Local COVID Updates

COVID's impact on New Mexico has been significant with more stringent shut-downs and closures than our neighboring states, and this has created confusion for those coming to Angel Fire for various reasons. At the time of this writing, anyone arriving in New Mexico from a high-risk state is supposed to quarantine for 14 days, or for the duration of their stay, per the Governor's [December 30, 2020 Executive Order](#). On Wednesday, January 27th, Colfax County moved to "Yellow" status. Per the State's ["Red to Green Framework"](#), this will finally allow indoor dining to reopen to 25% and outdoor dining to open to 75%. This will also allow lodging to move from 40% to 60% of maximum occupancy, subject to other restrictions. Specifically for Angel Fire Resort, the ski mountain is open and the Resort has put measures into place to allow Platinum Members unrestricted access to the mountain without requiring reservations, however our guests *will* need to make reservations when purchasing their passes, as the mountain is limited to 25% uphill capacity. You can find Angel Fire Resort's COVID updates [here](#). Based-on first-hand accounts from the mountain this year, the Resort is doing a good job managing its capacity, face-covering requirements, and the flow through dining establishments.

2021—2022 Budget Update

The [Joint Plan of Reorganization from 1995](#) ("Plan"), along with the [AAFPPO By-laws](#), and the [Amended Joint Disclosure Statement of 1995](#), are very important organizational documents that detail the relationship and interaction between AAFPO (responsible for representing its member's interests), and Angel Fire Resort (a privately held for-profit company). Part of these documents define how AAFPO represents our membership, how the

(f) **Required Annual Assessment.** The POA board will receive the annual amenities budget from the Purchaser prior to the Annual Assessment being spent showing the POA board how the Purchaser will break out the Annual Assessment proportionally by amenity and showing that sufficient funds remain on hand to fund the operation of each amenity. The Purchaser must place the Annual Assessment funds in a separate segregated account to be held in trust for the Property Owners by the Purchaser. The POA board will have veto power over the annual budget of any portion of the Annual Assessment contemplated by the Purchaser to be used for other than the Amenities, prior to those sums being spent. The POA board will take responsibility for the collection of the annual assessment in order to comply with the requirements of New Mexico law wherein the POA board must be responsible for annual assessment collection. A collection process will be worked out wherein the POA board will subcontract the annual assessment collection to another party which could be the Purchaser or its successor. The process will be worked out with the Purchaser whereby the POA board cannot unreasonably withhold the Annual Assessment funds from the Purchaser or its successor, if there are disagreements between the new POA board and the Purchaser. The POA board will get to review and comment on the budget for the use of the Annual Assessment. Starting with the Annual Assessment funds which were billed in July of 1994 for the 1994/1995 dues season, the annual assessment will be subject to CPI increase of 2.3%. The Annual Assessment may be increased every year by no more than the CPI in effect on May 1, unless specified otherwise in this plan. The Purchaser will have the right to increase the annual assessment annually based on the CPI as set forth in this plan. The POA board is not required to guarantee any level of annual assessment collection.

[Page 23 \(online version\) of Joint Plan of Reorganization](#)

budget is prepared and how collected dues are spent. Today, the Resort plays two key roles related to dues and expenses. First, the Resort has been contracted by AAFPO in the "Plan" to collect annual membership dues, and second, the Resort utilizes 95% of those collected dues for the upkeep, maintenance, operation, and improvement of the amenities that AAFPO members and the public utilize.

The budget process for the fiscal year May 1, 2021 to April 30, 2022 has initiated with the AAFPO Budget Review Committee working directly with the Angel Fire Resort CFO. We expect a 3-month timeline to thoroughly develop a budget that reflects the percentage of use by AAFPO members of the amenities as defined in the "Plan". This is key as AAFPO members are only responsible for the portion of the upkeep, maintenance, operation, and improvement of the amenities for the amount of member usage.

The Budget Review Committee will continue to work with the Resort to prepare a responsible budget and annual assessment that adequately

funds the upkeep, maintenance, operation, and improvement of the amenities based on AAFPO member usage, nothing more. We will keep the AAFPO membership updated so that you will know to expect for the upcoming fiscal year's dues.

Upcoming Board Elections

Annual elections for the AAFPO Board will occur in June, and will be facilitated by an Election Committee comprised of non-board members to avoid a conflict-of-interest. The Chair of this committee will be Jay Mitchell, Village Manager for Angel Fire. Ballots will be mailed to homeowners' primary mailing addresses on file with AAFPO, based on the information provided to the Board by Angel Fire Resort. In accordance with the By-Laws, one vote is assigned to each homesite. Refer to Article III, Section 4 of the [AAFPPO By-laws](#) and Article IX of the [AAFPPO Articles of Incorporation](#) for further information concerning voting procedures.

In June, six AAFPO Board seats will be available to fill, and AAFPO members who would like to be considered for these seats are encouraged to apply through the Election Committee. Forms will be posted to the AAFPO.org website as soon as they are available. The Board is comprised of volunteers and board members are prohibited from receiving remuneration from Angel Fire Resort to avoid a conflict-of-interest. Candidates for the Board do not need to be full-time residents of Angel Fire; they only need to be members in-good-standing who are familiar with the governing documents and do not have a conflict-of-interest.

“No director shall be an employee of, nor receive compensation for any services he/she renders to the Developer or its successors.”

