

Rules and Regulations

Prospector's Point
Condominium Association, Inc.

PROSPECTOR'S POINT CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

Your Board of Directors works to protect and enhance your property values. While the Board respects the rights of each individual owner, our fiduciary duty requires us to enforce the documents governing the Association, including these Rules & Regulations, and to act for the benefit of the community as a whole. If you have not read your governing documents, we encourage you to do so at your earliest convenience.

These Rules & Regulations apply to everyone living or visiting Prospector's Point including: owners, tenants, guests, contractors, and all other invitees. All owners are responsible for educating their tenants and guests about the Rules and Regulations for the community.

Failure to comply with the Prospector's Point Rules and Regulations, the By-Laws, CC&Rs, or local, state or federal law while residing in or visiting the community may result in the issuance of violation notices and subsequent fines levied against the unit owner. Please see attached Fine Schedule. Vehicle violations may also result in immediate tow at the owner's expense.

REGISTRATION & PAYMENT OF DUES:

- A. All owners and residents must complete a registration form and file it with the Association. Forms may be obtained from the management company and must be submitted within two weeks of move-in. Owners are responsible for making sure their current mailing address is on file.
- B. All unit owners who lease their units are required to submit their tenant's information as well as a copy of their lease agreement to the Association.
- C. All dues or Association fees, penalties and/or fines are to be paid by the first day of each month. Any payment not made within five (5) days, in other words, not paid by the fifth (5th) of the month shall accrue a late charge in the amount of two percent (2%) of the overdue balance. Please see Collection Policy.

TRASH:

- A. Trash must be promptly and properly disposed of and not allowed to accumulate in such areas as patios or garages.
- B. Heavy trash items such as appliances, construction debris, furniture, etc., must be hauled away from the property by the unit owner. It may not be left near the dumpster or in any other part of the common area or limited common area.

PETS:

- A. Residents are responsible for any injury or property damage caused by their pets.
- B. Pets must be registered with the Association.
- C. Pets must be licensed with the city.
- D. Pets shall be kept leashed and under the control of their owner whenever pets are outside the unit and shall not be allowed to otherwise interfere with the rights or comfort of other residents. Animal Control will be notified to pick up unleashed pets.
- E. Pet droppings must be picked up immediately and disposed of in a sanitary manner. Failure to do so is also subject to Ordinance ROA #1996-2-3-8, which carries a City fine of \$65.
- F. Each unit is limited to two (2) domestic pets.
- G. No pet shall be left on the patio or balcony unattended.
- H. No pet shall be allowed to bark excessively or create a nuisance for other residents.

NOISE:

- A. Loud noise of any kind (barking dogs, music, parties, cars, etc.) is not allowed. Please contact the Albuquerque Police Department to report the disturbance. Also notify the Association in writing of the violation, including a complete description of the incident.

GARAGES:

- A. Garages shall be used for parking vehicles. Garages may not be converted into living,

- business or storage areas.
- B. Never leave a vehicle motor running in a garage.
 - C. Hazardous chemicals must not be stored in the garages.
 - D. Garage doors should be closed when not in use. This discourages vandalism as well as enhancing the look of the community.

BARBEQUE GRILLS:

- A. No barbeque grills are permitted on the upper balconies
- B. The storage of any type of grill on the D unit front stoop is prohibited.
- C. No barbeque grills may be used on covered patios or balconies.

BALCONIES & PATIOS:

- A. Fire Marshall Rules and Regulations forbid the use of barbeque grills on covered patios or balconies.
- B. Balconies or patios may not be used for storage and must be maintained in a sanitary manner. Laundry, rugs, or furniture, etc. cannot be placed on or draped over any fence.
- C. No pet shall be left on the patio or balcony unattended.

PLAY EQUIPMENT:

- A. Neither skateboarding nor in-line skating is permitted on the common sidewalks or landscaped areas.
- B. No play equipment (portable or permanent such as basketball hoops) may be erected in the common areas or limited common areas.
- C. Play equipment must not be left in the street or common areas.
- D. Children at play must be properly supervised.

SPEED LIMIT:

- A. Vehicles must observe a limit of not more than 5 mph. Please drive with caution at all times.

SATELLITE DISHES (Over the Air Reception Devices)

See attached policy (Written in accordance with FCC guidelines and distributed January 2008)

CABLE INSTALLATION OR RECONFIGURATION

- A. An architectural request form must be completed if any type of installation requires the drilling of holes in the exterior walls, and/or the installation of exterior cable wires.

SIGNS/SALES:

- A. No sign may be posted without permission of the Board. Only professionally printed "For Sale", "For Rent", or "For Lease" (no handmade signs) may be posted.
- B. No signs may be posted in the common areas, posted on garage door clips, posted on buildings or fences, or displayed from any window.
- C. No other signs are permitted
- D. The Association must be notified of the pending sale of your unit.
- E. Open House signs may not be posted for longer than 24 hours.

HOLIDAY DECORATIONS:

- A. A grace period of 30 days will be given to remove holiday decorations subsequent to the calendar holiday.

ROOFS:

- A. Only licensed, bonded, and insured contractors are allowed on the roof of any building.

ARCHITECTURAL:

- A. No unit owner shall make any structural addition, alteration IN OR TO his/her unit, NOR shall any unit owner or resident alter the exterior of his/her building without the prior written consent of the Board of Directors.
- B. Changes to landscaping, adjustments to irrigation or outside water lines, or modification of outside lighting is prohibited.

- C. If alterations are made without the written approval of the Board of Directors, the Board may return the area to its original condition and bill the owner back for the expense.

LANDSCAPING:

- A. Changes to landscaping, adjustments to irrigation or outside water lines, and modification of outdoor lighting is prohibited by any resident.
- B. No blocking of walkways. They should be kept clear of water hoses and other obstructions.

SWAMP COOLERS, FURNACES & AIR CONDITIONING UNITS:

- A. Only qualified licensed personnel shall make repairs or services of the swamp coolers and air conditioning units. Only licensed, bonded, and insured contractors are allowed on the roof of any building.
- B. Access to the roof area of any building shall be gained by a full extension ladder extending above the roof parapet.
- C. No utility lines servicing swamp coolers or AC units may be run on the exterior of the buildings.
- D. Every owner must maintain their equipment and appliances at all times. If a swamp cooler leak is suspected, a plumber will be called to make repairs and the owner will be billed back for the expense.

WINDOW COVERINGS:

- A. All window coverings shall be harmonious with and not in conflict with the color scheme of the exterior wall surface of the condominium.
- B. No aluminum foil, newspapers, bed sheets or any other contrasting material is allowed.

WILD ANIMALS:

- A. Only humming bird feeders are allowed. No "seed" bird feeders are allowed within the community due to the pigeon problem within the City of Albuquerque.

SOLICITING:

- A. Soliciting is not allowed.

OPERATING A BUSINESS:

- A. Operating a business from your unit is not permitted.

SNOW and ICE

- A. Each owner is responsible for removing any ice from the walkways around their property. No salt or ice melt is allowed (sand only)

VEHICLES:

- A. No repair of automobiles or other motorized vehicles is allowed within the common areas or the limited common area driveways. (changing of flat tires only)
- B. No use of hazardous chemicals or materials such as oil, antifreeze, etc. is allowed.
- C. Any spills or leaks in the driveway must be removed by the unit owner. The Association will arrange for yearly repairs and each owner who has fluid or oil leaks in the driveway at that time will be billed back for the repair expense.
- D. Vehicle washing is not allowed.
- E. All license plates must be current whether in state or out of state. Vehicles must comply with the laws of the state of New Mexico.

TOWPOLICY:

Violations of the vehicle rules listed below will result in TOWING OF THE VEHICLE AT THE OWNER'S EXPENSE.

- A. Reserved Parking: Each unit has exclusive use of the driveway parking spot directly behind their garage; all others will be towed. Additional parking areas are available to owners and their guests on a first-come first-serve basis.
- B. Oversized & Commercial Vehicles: campers, RVs. Trailers. and Boats may not be parked any where within the community except for loading and unloading. Small commercial vehicles and pickup trucks

(single rear axles, single wheel, with no protruding equipment) may be parked in unit driveways or garages

C. Improper Parking: Parked vehicles that protrude into the street from driveways more than 12" are not allowed. Parking on curbs or in landscaped areas or in any manner which may cause damage to Association property is not permitted. Blocking or parking in another unit's driveway is not permitted.

D. No Parking zones—Parking in red fire lanes is not allowed.

ABANDONED VEHICLES:

A. Any vehicles inoperable for longer than 72 hours will be deemed abandoned. This includes inoperable, wrecked or dismantled vehicles as well as any vehicle with an expired license plate. If a vehicle is parked in the central lot or first- come first- served parking spot for more than 72 hours without prior approval of the Board of Directors, it may be towed.

Adopted by the Board of Directors on _____, 2009.

Jennifer Mausby—Board President.

**Enforcement Procedure & Schedule of Fines
Supplement to
Prospector's Point Condominium Association
Rules and Regulations**

A system of penalties has been established to ensure compliance with the governing documents and these Rules and Regulations.

First Violation-Warning	\$ 0.00
Second Violation	\$ 25.00
Third Violation	\$ 50.00
Repetitive Violations	\$ 50.00

In the event of discovery of an alleged issue of non-compliance the following shall apply:

Notification of Violation

All notification of violations will be made in writing. All violation related correspondence will be sent by first class US mail to the mailing address on record with the management company at the time of the violation. The fees for certified mailing, if it becomes necessary, will be charged to the unit owner's account.

The unit owner is encouraged to contact the Association via AMMRE if additional information is needed, to discuss special circumstance or to request additional time to correct the violation. *If contact is received from the lot owner, a letter will be sent to confirm any negotiated and agreed upon arrangements for compliance. The Association and AMMRE will monitor the cure process.

Courtesy – 1st Notice	30 days to cure the violation -	No Fine
2nd Violation Notice	10 days to cure the violation -	\$25.00 fine applied upon letter issuance
3rd Violation Notice	30 days to cure the violation -	\$50.00 fine applied at end of 30 days

The Association will continue to levy a \$50.00 fine for each 30 day period the violation remains uncorrected.

The Association has the right to take legal action in order to gain compliance and in some instances can employ the services of a contractor to correct the issue. The lot owner will be billed back for all costs incurred. The payment of the fine does not relieve the unit owner of the obligation to correct the violation.

Hearing

If you do not feel you are in violation you may request a hearing before the Board. Once a request for a hearing is received in writing from the lot owner a hearing will be scheduled. A Notice of Hearing shall be delivered by the Association to the party charged with issue of non-compliance at least fifteen (15) days prior to the hearing date.

A hearing with the Board is an opportunity for the unit owner to speak with regard to a violation. The opportunity to be heard does not imply that a fine or any costs associated with the violation, including administrative, legal, and cure-related expenses, will be forgiven nor does it imply that they will stand.

For such hearings, an executive session will be called and the meeting will be conducted in private. Once a hearing is conducted, a decision will be made by the Board of Directors on behalf of the Association. The decision of the Board shall be served in writing to each party in the matter within ten (10) days of the hearing. A summary of the decision shall be included in the official records of the Association.

A majority vote of the Board of Directors may invoke any or all of the following at its discretion:

- A. Rescind the violation or associated fine upon appeal from unit owner.
- B. Extend or reduce time allotted for the owner to affect the requested cure.
- C. Impose/uphold a fine against the unit owner's account and/or call for a lien to be placed on the unit.
- D. Cause the violation to be cured and charge the costs thereof to the owner.
- E. Obtain injunctive relief against the continuance of such violation through the court system, and
- F. If the violation stands or is ignored by the owner, the Board may charge to the unit owner all administrative fees, legal fees, and court costs and any other fees or interest related to the violation and resulting fine(s) and collection thereof.

Adopted by the Board of Directors in October, 2006

PROSPECTOR'S POINT CONDOMINIUM ASSOCIATION SATELLITE INSTALLATION POLICY

This document sets forth Prospector's Point Association's policy for the installation and maintenance of satellite dish antennas. This policy is in accordance with the FCC rules on consumer-owned satellite dish antennas and the governing documents of the Association.

I. NOTIFICATION

The FCC states that owners cannot be required to notify the Association before installing a dish in an exclusive use patio or balcony. However, the location selected must not present a safety hazard or the possibility of damage to the structural integrity of the buildings and other common and limited common elements of the condominium. Owners who have installed a dish on the roof prior to this amendment need to notify the Association as such because abandoned satellite dishes will be removed.

II. SATELLITE DISH ANTENNAS: SIZE AND TYPE

For the purpose of these rules, the term "antenna" pertains ONLY to 'receive-only' devices and their components, including poles, masts, brackets, cable or wiring. Satellite dish antennas shall not exceed one (1) meter in diameter.

III. INSTALLATION

Owners are required to install satellite dish antennas within the physical boundaries of their limited (exclusive use) common areas, which are the **patios and balconies**. Satellite dishes must be wholly contained within the area and may not exceed the fence or patio wall. Nor may dishes be attached to walls or fence boards. Satellite dish antennas must be used as stand-alone systems on these limited common areas. No locations on the common areas are permitted, with the exception of A. below.

*A. The Association has determined to grandfather those satellite dish antennas installed by owners prior to the establishment of the first written satellite policy in 2005 and to those owners who have been granted written permission from the Board to install a dish on the roof, until such time as: 1. The unit is sold: 2. A new tenant rents the unit: 3. The grandfathered satellite dish is replaced or repositioned.

(The common areas of the condominium include, but are not limited to, the exterior stucco walls, roofs, chimney, patio walls, fence boards, grass, shrub or rock areas)

In any of the above three eventualities, the satellite dish antenna must be removed and henceforth conform to this policy. Owners are responsible for all costs associated with the satellite dish antennas, including, but not limited to, the cost to: (a) repair, maintain, move or remove the satellite dish antenna (b) repair damage to the common property caused by the installation, repair, maintenance or use of the satellite dish antenna; (c)

reimburse the Association for all damage caused by the satellite dish antenna installation, maintenance and use.

If a satellite dish antenna will not receive a signal from the exclusive use area, there may not be an acceptable location from which the owner may receive a signal. In such cases, no satellite dish antenna may be installed.

IV. SAFETY

In order to prevent electrical or fire damage, satellite dish antennas must be permanently and effectively grounded. Satellite dish antennas are required to withstand the velocity of winds so that they do not jeopardize the soundness or safety of any part of a building or nearby common property or pose a danger to any person. Satellite dish cable or wiring should extend the shortest distance possible prior to entering the condominium. Cable or wiring cannot come into contact with any electrical lines, telephone lines, or lie across the roofs, lie inside the gutters or interfere with any other essential service of the unit.

V. SATELLITE DISH ANTENNA MAINTENANCE

Owners shall not permit their satellite dish antenna to fall into disrepair or to become a safety hazard, and are responsible for all satellite dish antenna maintenance and repair. Owners are also responsible for any maintenance and repair to the structure and other common areas for all damages that result from the satellite dish antenna.

It is the owner's responsibility to remove the satellite dish antenna, if, in the judgment of the PPCA Board or the Property Manager, the Association must repair or replace the common element or the limited common element where the satellite dish antenna is installed.

VI. LIABILITY OF OWNERS

The owner is liable for any damage to property or injury to an individual arising out of the use of a satellite dish antenna whether or not such damage or injury was caused by the willful or negligent acts of the owner, the owner's tenant, guest or any agent.

VII. CLOSING COSTS/SATELLITE DISH ANTENNAS

When an owner plans to sell the unit, the satellite dish antenna must be removed and the common elements and limited common elements restored to their original condition. If after inspection by the PPCA Board or Property Manager, it is determined that the common elements or limited common elements have not been restored or that the satellite dish antenna has not been removed, a charge established by the Board will be added to the closing costs to reflect the Association's expense for the necessary removal and restoration.

VIII. ENFORCEMENT

If these rules are violated the Association may utilize the enforcement provisions of its governing documents or bring an action for declaratory relief in a court of law and shall be entitled to attorney fees and all costs and expenses incurred in the enforcement of this policy.

This policy for the installation of satellite dish antennas is adopted by resolution of the PPCA Board, this day, January 1, 2008.

**PROSPECTOR'S POINT
CONDOMINIUM ASSOCIATION, INC.**

COLLECTION POLICY & PROCEDURES

SECTION I

I. Notification

- **First Notice**-A late fee of 2% is charged to the unpaid account balance on the 5TH of the month. A delinquency statement, to include a copy of the delinquency policy, is sent via First Class mail by the community manager to an owner whose balance is 30 days past due.
- **Second Notice**-A certified demand letter is sent, return receipt requested, by the community manager to an owner whose balance is 60 days past due. The Demand Letter informs the Owner that they have 30 days to bring their account current before a lien is filed against the property. The letter requests full payment of assessments, late fees, interest, legal fees, and any other fees incurred in the attempted collection of the outstanding assessments. The 2% late fee continues to be charged each month on the account balance. Partial payments that do not include legal fees, late fees, etc ... will be returned, unless a written payment arrangement has been received and agreed upon by both parties.
- **Attorney Action**-If payment remains 90 days past due, the community manager will send the account to the attorney who will file a Notice of Lien with the County. A copy of the Notice of Lien will be sent to the delinquent Owner, and a notice of delinquency will be sent to the Owner's first mortgagee (if known).

II. Further Action

- If the assessment remains unpaid and delinquent, the Association will consult with the attorney and decide on a case-by-case basis which additional remedies to pursue. Attorney actions include, but are not limited to, filing a personal judgment against the owner and property foreclosure.

**PROSPECTOR'S POINT
CONDOMINIUM ASSOCIATION, INC.**

MAINTENANCE RESPONSIBILITIES

The Association has a fiduciary responsibility to all of its members, collectively. Therefore, the repair of any damage to Association common or limited common property caused by an owner, his or her visitors, tenants, guests, contractors, other invitees, or pets, whether caused by a lack of maintenance, by accident, or intentional, will be charged back to the responsible unit owner and not funded out of common assessments.

All alterations and improvements to units without the prior written consent of the Association, Inc. will be regarded as damage to Association property.

Interior Responsibility	Owner	Association
All area and property located within the units and garages, further defined herein.	X	
Drywall maintenance/replacement from stud-side and joist-side surface to interior of unit	X	
Flooring from support joists upward to interior of units	X	
Floor covering (vinyl, tile, carpet, etc.)	X	
All appliances and associated vents/cabinets/fireplace	X	
Hot water heater	X	
Plumbing: Owner responsible for plumbing from the point at which the water lines begin to serve their unit only; this includes pipes, fittings, toilets, and fixtures. Heating system, Air Conditioner or Evaporative Cooler and associated ductwork. Sewer lines up to ten feet out from unit.	X	
Plumbing: water supply lines to units up to the point at which they split to serve individual units. Sewer lines more than 10 feet out from unit.		X
Electrical supply lines to breaker boxes.		X
Electrical: Owner responsible for electrical lines from the point at which they serve one unit only, inclusive of breaker box, wall sockets, switches, overhead light, and fan type connections.	X	
Door and door hinges—interior	X	
All aspects of firebox, chimney cap, chimney flue and damper, including periodic cleaning.	X	

Unit Responsibility Continued	Owner	Association
Exterior door trim—unit entry, vehicle garage and pedestrian garage doors.		X
Doors, sliding glass, and installed casements/frames and screens	X	
Door, garage—opening mechanism, door & seal	X	
Door, patio, or balcony screen	X	
Garage floor		X
Garage floor (care & maintenance), walls, ceilings	X	
Windows, skylights, screens—replacement & repair	X	
Cable television—connections, wiring & equipment	X	
Insurance of unit interior and contents, inclusive of appliances, personal belongings, and upgrades. Also recommended: liability coverage for unit, and limited common elements (HO-6 Policy)	X	

Exterior Responsibility	Owner	Association
Roofs—repair/replacement; exception would be owner related cause or abuse as detailed in next line item		X
Roof damage from owner related cause—i.e. satellite dish, HVAC or evaporative cooler, or presence on the roof by owner or owner's contractor, agent or other invitee	X	
Exterior painting—building trim and headers		X
Exterior painting entry door and garage door	X	
Stucco Repair—general; exceptions would be owner related cause or abuse as detailed in next line item.		X
Stucco repair due to damage by owner or those persons for whom owner is responsible (i.e. tenants, guests, contractors) to be determined by current Board or Covenants Committee	X	
Landscaping—owners are not to plant nor disturb the soil in common areas without written permission from the Board.		X
Patio Concrete; exceptions would be owner related cause or abuse		X
Patio/balcony fence (replacement & staining) Exception: altered fences. Note there shall be no alteration to fence structure including addition of gate or change of color without written approval from the Board.		X
Chimney—Exterior material of chimney stack		X