

**RULES AND REGULATIONS
OF VILLA SANDIA AT BEAR CANYON NORTH
HOMEOWNERS ASSOCIATION**

DATED OCTOBER 2006

RULES AND REGULATIONS

The following information has been compiled for all owners and renters, with the intent that it will answer any questions you may have concerning the upkeep and care of your unit. It will also provide important information regarding the operation and rules of our community.

These Rules and Regulations shall be given to the unit owner by the Property Manager and signed by the owner. If the owner rents out his/her unit, a copy of these Rules and Regulations must be read and signed by the renter. The owner should keep a copy of the signature page for their records.

Each owner, off-site owner, or renter shall notify the Association Manager by email, phone or letter of his/her home, work, and/or cell phone numbers so contact can be made in case of an emergency. This information shall be kept confidential, and is ONLY for emergency purposes.

VILLA SANDIA HOMEOWNERS ASSOCIATION

The official title of this complex is Villa Sandia at Bear Canyon North. Its Homeowners Association is a private, non-profit corporation governed by a Board of Directors. The Board meets each month in the clubhouse adjacent to the swimming pool. All owners or renters may attend these meetings, and we encourage them to do so in order to become acquainted with members of the Board and familiar with the operation of the complex. Please check the bulletin boards by the mailboxes for the date and time of the Board meetings. If an owner would like a copy of the minutes of any Board meeting, those minutes may be obtained by contacting the Property Manager's office.

If a homeowner has a particular issue to discuss with the Board, a request must be made either in writing or by fax or e-mail to the property manager at least one week in advance of the Board meeting. Renters should refer any issues to their unit owners who can then discuss the situation with the Board.

Any homeowner may apply to serve on the Board when there is a vacancy. Applicants' qualifications will be reviewed by the Board, and the Homeowners will vote on the application at the annual Homeowners meeting. An application form may be obtained from the Property Manager. Members of the Board shall be unit owners in good standing, but they are not required to live on the property.

Association fees are due the first day of the month and become delinquent after the 15th with a \$25.00 late fee. (The property manager does not send monthly statements). The amount of the monthly association fee is based upon the size of the unit. Checks should be made payable to Villa Sandia HOA, not to Carol Rickert. You can mail your check to the following address, drop it off in person during regular business hours, or set up an electronic transfer through your bank. Office hours are 8:30 am to 5:00 pm Monday through Friday. The office is closed for lunch from 12:00 to 1:00 pm.

Carol Rickert & Associates
4121 Eubank Blvd. NE
P.O. box 21610 (mailing address)
Albuquerque, NM 87154-1610
(505) 323-7600 (This number is also the after hours emergency number.)
Fax : (505) 332 3323
Email: car@swcp.com

From Section 7.05 of the Bylaws – Default in Payment of Common Expenses

Any Unit Owner in default of their Common Expenses at the time of any annual or special meeting of the Unit Owners shall lose the right to vote on any issue until the Common Expenses, attorney fees and court costs have been paid in full.

PARKING

The following are important parking rules that must be observed to ensure the safety of our residents and their vehicles.

1. Do not park on any of the red lines along edges of the asphalt. These are "Fire Lanes".
2. NO parking on the grass or along either entrance to the Villa Sandia complex. Parking here is a great safety hazard, let alone what it does to the grass and sprinklers. If any car is parked at either entrance, the owner of the unit will be fined and the car will be towed.
3. No Parking in the fire lane areas around the carports of Buildings #3, #8 and #11. Any vehicle parked in these areas will be towed and the unit owner fined.
4. The covered carport spaces are for residents only. Each unit is assigned one covered parking space. The covered parking space ID for your Unit is listed on Page 13 of these Rules and Regulations. Even if a covered space is open, it may NOT be used by anyone other than the owner or tenant of that unit. If you have more than one vehicle, you are allowed one additional space in the open parking areas. Parking spaces are only for vehicles being driven on a regular basis and having a valid and current registration sticker. If you notice any vehicle that has not been moved from a parking space for a long period of time, please report this to the property manager.
5. Unit owners are responsible for the actions of their renters and/or guests. All visitors to your unit MUST park in the uncovered general parking spaces. NO "double parking" behind a carport space.
6. Washing of cars or car repairs are not to be done anywhere on the premises, except in case of strict emergencies.
7. Any parking violations will result in fines and possible towing of the vehicle. It is the responsibility of all owners who rent their units to make sure their tenants know and follow the parking rules. We are a small community; in order for everyone to have parking we all must follow the parking rules.
8. Motorcycles must be parked in a regular parking space, not on the grass or sidewalks.

DUMPSTERS

All trash must be put in either of the two dumpsters located near the fence on the south side of the property, one opposite building 9 and the other between buildings 1 & 4. Please help maintain the cleanliness of our property by placing all trash in these dumpsters. Trash is collected twice each week, on Monday and Thursday. Always put garbage in closed bags. It is important to flatten all cardboard boxes, especially the big ones, before placing them in the dumpster. Do not leave trash or any other items next to the dumpster, as only the trash inside the dumpster is taken. The one exception is when the dumpster is full. In that case, leave trash bags near the dumpster, not propped up against it. Old carpeting, mini-blinds, TVs, microwaves, storm and screen doors, furniture, and similar household items DO NOT BELONG IN THE DUMPSTERS. We suggest that these items be donated to the nearby Goodwill store or taken to a landfill center. The closest location is the Eagle Rock Convenience Center on San Pedro, northeast of

Alameda. Residents should not put trash bags or other unsightly items on landings or by front doors. Please keep these areas free and clear. Continuing abuse is subject to a fine as determined by the Board.

LITTERING

Please help us maintain a lovely community that we can all be proud of by not littering, and by picking up any trash you see and placing it in the dumpsters.

PETS

The Bylaws of the Villa Sandia Homeowners Association, Article VII, section 7.12 (g), prohibit the keeping of dogs in any unit or on the grounds. This applies to dog "sitting" and to visiting friends or relatives who may want to bring along their dogs. A fine of \$50.00 will be imposed for every violation of this Bylaw. One cat (kept inside the unit) or any other small animal such as a bird, fish, or hamster is allowed. Pet owners must follow the City of Albuquerque pet ordinances.

ARCHITECTURAL CONTROL COMMITTEE

Homeowners wishing to make changes to the outside of their units, such as constructing a roof over an upstairs deck, screening in patios, adding light fixtures on porches or stairways, or installing a satellite dish, must present specific plans to this Committee for approval before proceeding with any changes. The Committee will present the proposed change to the Board of Directors. Any Board member can provide Homeowners with a list of the current members of the Architectural Control Committee.

Anyone interested in serving on the Architectural Control Committee should contact the Property Manager and ask to be put on the agenda for the next Board meeting to discuss their interest with the Board.

UPKEEP AND CARE OF YOUR UNIT

From Section 7.09 (a) and (b) of the Bylaws - Maintenance and Repairs

(a) All maintenance of and repairs to any Unit, structural or non-structural, ordinary or extraordinary (other than maintenance of and repairs to any Common Areas and facilities contained thereon, and not necessitated by the negligence, misuse or neglect of the Unit Owner of such Unit) shall be made by the Unit Owner of such Unit. Each Unit Owner shall be responsible for all damages to any and all other Units and/or to the Common Areas and facilities that their failure to do so may have created.

(b) All maintenance, repairs and replacements to the Common Areas and Limited Common Areas (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner), shall be made by the Board of Directors and be charged to all the Unit Owners as a Common Expense.

FIRE EXTINGUISHERS AND SMOKE ALARMS

Each unit owner is required to maintain in his/her unit an adequate operational fire extinguisher and adequate operational smoke alarm as additional protection against the hazards of fire and smoke.

FIREPLACE

You are responsible for having your fireplace and chimney checked and cleaned annually. The insurance company that covers our condominiums specifies that each owner must have this done professionally each year.

BARBEQUE GRILLS

Due to potential and unattended use and fire flare-up, our insurance carrier requires that we establish and enforce a written policy that prohibits operation of barbeque grills within 10 feet of any structure.

WATER SHUT-OFF VALVES

Plumbing problems within an individual unit are the homeowner's responsibility to resolve. In most cases the shut-off valves within your unit are the only ones that will be necessary to turn off. Due to liability issues, it is strongly recommended that unit owners engage a licensed plumber to deal with water issues in their unit. If the water needs to be shut off to an entire building in order to repair a water problem, a licensed plumber must contact the property manager to request permission to shut off the water. The property manager will contact the other residents in that building (unless it's an emergency) of the date and approximate length of time the water will be shut off. In case of an emergency, the management pager number is to be called, 323-7600, ext. 33.

SNOW REMOVAL

In the rare occasions that we get an accumulation of snow, use only a non-salt product such as "Safe Step". Do not use salt or other products that can damage the concrete or kill the grass.

UNIT NUMBERS

If you need to put up numbers outside to identify your unit, you may purchase the numbers and place them near the front door as long as they are not so large as to detract from the exterior of the building. It is a good idea for residents who live in upstairs units to install unit numbers that are visible from the ground.

INSURANCE

If a unit or portion of a unit were destroyed by fire or any other "natural" disaster, the company that insures this complex would pay for the replacement of all of the outside structure up to and including the wall studs. The homeowner would be responsible for all the interior replacement including dry wall, painting, carpeting, appliances, plumbing or electrical work, furnace, and possibly the water heater and a/c unit outside.

If you do not have homeowners insurance, you should be aware of the personal expense that might be imposed upon you in case of any such disaster. If you already have this insurance, you might want to check with your agent to be sure that the amount of coverage is sufficient. Renters may want to contact their landlord about this coverage, however renters should understand that any insurance the landlord may have will not include the renter's personal belongings such as furniture, clothes, TVs, jewelry, etc. If you do not have renter's coverage, it would be wise to ask your insurance agent about it.

USE OF COMMON AREAS, LIMITED COMMON AREAS AND UNITS

Defacing of the Common Areas or Limited Common Areas with graffiti, etc. is subject to a fine as determined by the Board.

The following information is taken from the Bylaws of the Villa Sandia Condominiums.

From Section 7.08 (c) and (d) – Abatement and Enjoyment of Violations by Unit Owner

(c) If the Board of Directors has adopted and published Rules and Regulations governing the use of the common amenities and the personal conduct of any person thereon violates those Rules and Regulations, to suspend such use of the common amenities by any such person for violation of such Rules and Regulations for a period not to exceed thirty (30) days for any single violation.

(d) To levy summary charges against a Unit Owner for such violation, in addition to any damages, provided that no summary charges may be levied for more than \$50 for any one violation; but each day a violation continues after notice, it shall be considered a separate violation. Collection of charges for damages or summary charges may be enforced against the Unit Owner or Owners involved as if the charge were a Common Expense owed by the particular Unit Owner or Owners.

From Section 7.12 (c) – Restrictions on Use of Units

There shall be no obstruction of the Common Area. No Unit Owner shall allow to be placed in the Common Area any furniture, packages, or objects of any kind except temporarily in connection with mail or freight deliveries or when residents are moving in or out of Units. The Common Area shall not be used for storage of supplies, personal property, trash or refuse of any kind nor shall the Patios, Balconies, or Common Area be used in any way for storing unsightly objects or for the drying or airing of clothing or other fabrics. Nothing shall be stored in the Common Area, with the exception of patio storage closets, without prior consent of the Board of Directors, except as herein expressly provided.

From Article I - Definitions

"Common Area" shall mean that portion of the property designated in Article VI, Description of Common Areas, of the Declaration.

"Limited Common Areas" shall mean the Common Areas designated in the Declaration as reserved for use of certain Units to the exclusion of others, such as stairways and landings of units. The exclusive use of Limited Common Areas is subject to the Declaration and Bylaws, the right of the Association to regulate the same and the duty of the Association to maintain the same as though, and to the same extent as if these areas were Common Areas.

From Section 7.12 (d) and (i) - Restrictions on Use of Units

(d) No sign of any kind shall be displayed to the public view on or from any Unit, or any Common Area, without the approval of the Association, except one (1) "for sale" or "for lease" sign on any Unit, either in one window or in front of the Unit. It must not be larger than 18" x 24".

(i) No immoral, improper, unlawful, noxious or offensive activity shall be carried on in any Unit or in the Common Area or Limited Common Areas, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners.

MAILBOXES

Unless you have a box at the post office, you will need to get a new key to your mailbox. Call the nearby Academy Station Post Office on San Antonio @ 346-1230 and identify yourself as a resident of Villa Sandia. They can install a new mailbox lock, issue you a mailbox key, and tell you the number and location of your mailbox. You can dial this same number for any other problems with your key or mailbox. Ask for the carrier for Villa Sandia.

SWIMMING POOL ACCESS

The swimming pool is open only during the summer months, opening about Memorial Day and closing just after Labor Day. If you don't have a card key and strap, contact the property manager. A \$25.00 deposit is required (refunded if you move away and the key is returned).

We hope this information will be helpful to you. We welcome your feedback should you have any questions or notice that something else should be added. We sincerely hope you will enjoy living in our condominium community.

SWIMMING POOL POLICIES

Pool Hours: 7:00 am to 10:00 pm, every day during the summer. The swimming pool and its facilities are for the use of residents and their invited guests.

Each unit is allowed two (2) invited guests. Residents are responsible for their guest's behavior and must be present with them.

Children under 14 must be accompanied by an adult while in or around the pool (State law).

Absolutely no glass containers are allowed in the pool area.

No smoking, drinking, or eating around the edge of the Jacuzzi. NO ALCOHOLIC BEVERAGES are allowed in the pool or spa areas.

No excessive noise or unsafe conduct is allowed. Any member of the Board of Directors has the right to expel anyone from the pool area at any time. Violations of policies will result in fines and suspension of pool privileges.

ONLY regular swimwear is allowed in the pool and Jacuzzi. NO thong swimwear or cut-offs are allowed.

The life buoys are for emergency use only, not for play.

The lifeline is in place to separate the shallow end from the deep end of the pool. Please do not sit on or play with this line, as this could cause it to pull out of the hooks that secure it. The lifeline may temporarily be removed for the purpose of swimming laps, but the swimmer(s) MUST replace the line when leaving the pool. It is a State Environment Department rule that the rope must be in place for safety purposes or they can shut the pool down. Taken from NMAC 7.18.3, March 31, 2005: The lifeline shall remain in place except when pool use is restricted to lap swimming by competent swimmers.

Please be cautious about opening the gate for those who do not have a gate card. They may be non-residents wanting to have the use of the pool.

Jumping the pool fence, removal of any pool signs or removal or vandalism of pool furniture or ANY items in the pool area by residents or guests will result in an automatic \$50.00 fine and suspension of pool privileges for the current season.

Be aware that all owners are responsible for their actions, and the actions of their guests and renters.

**THERE IS NO LIFEGUARD AT THE POOL
PLEASE REMAIN ALERT IF YOU HAVE CHILDREN
OR NON-SWIMMERS WITH YOU**

ASSIGNED COVERED PARKING SPACES
 (Unit numbers are in bold print followed by assigned parking spaces.)

BLDG 1	BLDG 5	BLDG 9
5901 - 1A-1	5935 - 5-1	5951 - 9B-4
5903 - 1A-2	5937 - 5-2	5953 - 9B-3
5905 - 1B-1	5939 - 5-3	5955 - 9A-4
5907 - 1B-2	5941 - 5-4	5957 - 9A-3
5909 - 1A-3	5943 - 5-5	5959 - 9B-2
5911 - 1A-4	5945 - 5-6	5961 - 9B-1
5913 - 1B-3	5947 - 5-7	5963 - 9A-2
5915 - 1B-4	5949 - 5-8	5965 - 9A-1
BLDG 2	BLDG 6	BLDG 10
6001 - 2B-1	6033 - 6-A1	5967 - 10B-2
6003 - 2B-2	6035 - 6-A2	5969 - 10B-1
6005 - 2A-1	6037 - 6-A3	5971 - 10A-2
6007 - 2A-2	6039 - 6-A4	5973 - 10A-1
6009 - 2B-3	6041 - 6-B1	5975 - 10B-4
6011 - 2B-4	6043 - 6-B2	5977 - 10B-3
6013 - 2A-3	6045 - 6-B3	5979 - 10A-4
6015 - 2A-4	6047 - 6-B4	5981 - 10A-3
BLDG 3	BLDG 7	BLDG 11
6017 - 3B-1	6049 - 7-A1	6081 - 11B-2
6019 - 3B-2	6051 - 7-A2	6083 - 11B-1
6021 - 3A-3	6053 - 7-A3	6085 - 11A-2
6023 - 3A-4	6055 - 7-A4	6087 - 11A-1
6025 - 3B-3	6057 - 7-B1	6089 - 11B-4
6027 - 3B-4	6059 - 7-B2	6091 - 11B-3
6029 - 3A-1	6061 - 7-B3	6093 - 11A-4
6031 - 3A-2	6063 - 7-B4	6095 - 11A-3
BLDG 4	BLDG 8	
5917 - 4A-3	6065 - 8B-2	
5919 - 4A-4	6067 - 8B-1	
5921 - 4B-1	6069 - 8A-4	
5923 - 4B-2	6071 - 8A-3	
5925 - 4A-1	6073 - 8B-4	
5927 - 4A-2	6075 - 8B-3	
5929 - 4B-3	6077 - 8A-2	
5931 - 4B-4	6079 - 8A-1	

VILLA SANDIA POOL POLICIES AGREEMENT FORM

THIS AGREEMENT MUST BE ON FILE WITH MANAGEMENT BEFORE USE OF POOL.

I have read the pool rules and agree to abide by them. I further agree that I will hold Villa Sandia FREE and HARMLESS from any and all claims as the result of accidents or injuries that may occur while using the pool or Jacuzzi, and I am aware that there is no lifeguard at the pool. I understand that these rules may change for the safety, health, and protection of the owners at Villa Sandia and their guests. I understand that violations of these rules by me, my children, or my guests could result in revocation of my pool privileges for the remainder of the season, my pool key card being confiscated, and a possible fine as determined by the Board. I will make sure that my children and guests understand and agree to abide by these rules.

Date _____

Unit Number _____

Signature(s) of Resident(s) _____

Signature of Management Personnel _____

VILLA SANDIA RULES AND REGULATIONS ACKNOWLEDGEMENT FORM

I have read, understand, and have received a copy of the Villa Sandia at Bear Canyon Rules and Regulations.

Signature of Resident _____

Unit # _____ Date _____

OR

Signature of Renter _____

Unit # _____ Date _____

TIPS FOR SUCCESSFUL COMMUNITY LIVING

VEHICLES

Do not leave any valuables in your car. If your vehicle is ever vandalized or stolen, after you have notified the police, please let the property manager know so that a warning notice can be posted on the bulletin board.

WASHERS AND DRYERS

If your washing machine still has the original rubber hoses, they may be as old as the building itself and could burst at any time, even when the washer is not in use. To prevent this from happening we suggest that you consider replacing the old, worn hoses with the flexible steel kind. Turning off the water supply to your washer when not in use is another way to prevent water leakage. The original handles may be difficult to turn, so some residents have installed a turn-off valve with durable, easy-to-turn plastic handles (see photo on page 14). Be sure that you DO NOT leave your washer running when you are away from your home, even if it's for a short time.

Dryer fires due to excessive lint in either the dryer or the vent leading to the outside have been known to occur. Be sure to remove the lint from the dryer screen after each use, and have the vent checked and cleaned every year or so. DO NOT leave your dryer running while you are away. If you notice that your dryer is taking an unusually long time to dry clothes, it may be that the vent leading from the dryer to the outside is clogged with lint. If that's the case, a vent cleaning company will have to be called to clean out this vent. The vent for downstairs units is located outside next to the bedroom window, and for upstairs units the vent is located on the roof.

WATER HEATERS

Water heaters are the responsibility of each unit owner. When you move in, take the time to determine which is your water heater. Also, be sure that the heater for your unit has the unit number marked on it so that it can be easily identified in the event of any problem. You may want to use a large marker so that the unit number is very visible. It's a good idea to check your heater each year to make sure the gas vents are securely connected. You can reduce the amount of gas usage by putting a "blanket" around the heater and by having the heater drained every few years in order to remove any sediment build-up. It's imperative that you keep your water heater in good working order because if it leaks or breaks, water can easily flow into the units nearest the water heater closet and cause damage to dry wall, carpet and other property in those units.

WATER CONSERVATION

Since we do not have individual water meters, it is important to be conservative with your water usage. The city offers a rebate if you replace your toilet with the low-flow type, and it would be an additional water saver to replace showerheads and other faucets with low-flow ones. Affordable, individual hot water recyclers may be purchased at any home improvement store. The device can be easily installed, and it will store hot water in the pipes at all times. This saves water because it eliminates the need to run water for several minutes before the hot water comes through.

HEATING AND AIR-CONDITIONING

It is important to have your furnace inspected every fall before the arrival of cold weather. Most of the furnaces are the original ones installed over twenty years ago and can develop gas or carbon monoxide leaks. Therefore, you may want to install a carbon monoxide detector. The air-conditioning unit should also be inspected before each summer season, including the compressor, which is located outside next to the hot water heater closet. The air filter, located in a vent inside your unit, should be changed about every three months.

WINDOWS AND DOORS

Any breaks or cracks in windows are the responsibility of the homeowner. This includes the garden window and storm doors. Any other problems with the screen/storm door or the front door itself are also the responsibility of the homeowner. If you decide to install a new screen/storm door, be sure that it is in accord with the regulations of this complex which require the color to be either brown or black. Doors that are a different color need to be painted black or brown.

EMERGENCY ACCESS TO UNITS

It is recommended that residents leave a contact phone number and key to their unit with another resident when they are traveling, especially for extended periods of time. This is very important in case of an emergency in the unit while the resident is away, such as a broken water pipe, which may endanger other units as well as the unit where it occurs.

INFORMATION FOR OWNERS WHO RENT THEIR UNITS

The following information is taken from ARTICLE 8, Owner-Resident Relations of the **Building Unit Ownership Act**. The entire document may be obtained from the Property Manager or online in the NM STATUTES, 47-8-1 through 47-8-52 website.

47-8-20. Obligations of owner.

A. The owner shall:

(1) substantially comply with requirements of the applicable minimum housing codes materially affecting health and safety;

(2) make repairs and do whatever is necessary to put and keep the premises in a safe condition as provided by applicable law and rules and regulations as provided in Section 47-8-23 NMSA 1978;

(3) keep common areas of the premises in a safe condition;

(4) maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, if any, supplied or required to be supplied by him;

(5) provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for their removal from the appropriate receptacle; and

(6) supply running water and a reasonable amount of hot water at all times and reasonable heat except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the resident and supplied by a direct public utility connection.

B. If there exists a minimum housing code applicable to the premises, the owner's maximum duty under this section shall be determined by Paragraph (1) of Subsection A of this section. The obligations imposed by this section are not intended to change existing tort law in the state.

C. The owner and resident of a single family residence may agree that the resident perform the owner's duties specified in Paragraphs (5) and (6) of Subsection A of this section and also specified repairs, maintenance tasks, alterations and remodeling, but only if the transaction is in writing, for consideration, entered into in good faith and not for the purpose of evading the obligations of the owner.

D. The owner and resident of a dwelling unit other than a single family residence may agree that the resident is to perform specified repairs, maintenance tasks, alterations or remodeling only if:

(1) the agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the owner and is set forth in a separate writing signed by the parties and supported by consideration; and

(2) the agreement does not diminish or affect the obligation of the owner to other residents in the premises.

E. Notwithstanding any provision of this section, an owner may arrange with a resident to perform the obligations of the owner. Any such arrangement between the owner and the resident will not serve to

diminish the owner's obligations as set forth in this section, nor shall the failure of the resident to perform the obligations of the owner serve as a basis for eviction or in any way be considered a material breach by the resident of his obligations under the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978] or the rental agreement.

F. In multi-unit housing, if there is separate utility metering for each unit, the resident shall receive a copy of the utility bill for his unit upon request made to the owner or his agent. If the unit is submetered, the resident shall then be entitled to receive a copy of the apartment's utility bill. When utility bills for common areas are separately apportioned between units and the costs are passed on to the residents of each unit, each resident may, upon request, receive a copy of all utility bills being apportioned. The calculations used as the basis for apportioning the cost of utilities for common areas and submetered apartments shall be made available to any resident upon request. The portion of the common area cost that would be allocated to an empty unit if it were occupied shall not be allocated to the remaining residents. It is solely the owner's responsibility to supply the items and information in this subsection to the tenant upon request. The owner may charge an administrative fee not to exceed two dollars (\$2.00) for each monthly request of the items in this subsection.

G. The owner shall provide a written rental agreement to each tenant prior to the beginning of occupancy

47-8-22. Obligations of resident.

The resident shall:

A. comply with obligations imposed upon residents by applicable minimum standards of housing codes materially affecting health or safety;

B. keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit, and, upon termination of the residency, place the dwelling unit in as clean condition, excepting ordinary wear and tear, as when residency commenced;

C. dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;

D. keep all plumbing fixtures in the dwelling unit or used by the resident as clean as their condition permits;

E. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning and other facilities and appliances including elevators, if any, in the premises;

F. not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;

G. conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises;

H. abide by all bylaws, covenants, rules or regulations of any applicable condominium regime, cooperative housing agreement or neighborhood association not inconsistent with owner's rights or duties; and

I. not knowingly commit or consent to any other person knowingly committing a substantial violation.

47-8-23. Application of rules or regulations.

An owner, from time to time may adopt rules or regulations, however described, concerning the resident's use and occupancy of the premises. They are enforceable as provided in Section 47.S-33 NMSA 1978 against the resident only if:

A. their purpose is to promote the appearance, convenience, safety or welfare of the residents in the premises, preserve the owner's property from abusive use or make a fair distribution of services and facilities held out for the residents generally;

B. they are reasonably related to the purpose for which they are adopted;

C. they apply to all residents in the premises in a fair manner;

D. they are sufficiently explicit in their prohibition, direction or limitation of the resident's conduct to fairly inform him of what he must or must not do to comply;

E. they are not for the purpose of evading the obligations of the owner; and

F. the resident is presented with copies of existing rules and regulations at the time he enters into the rental agreement and is presented notice of amendments to the rules and regulations and rules and regulations adopted subsequent to the time he enters into the rental agreement. A rule or regulation adopted after the resident enters into the rental agreement is enforceable against the resident if reasonable notice of its adoption is given to the resident and it does not work a substantial modification of his bargain.

47-8-24. Right of entry.

A. The resident shall, in accordance with provisions of the rental agreement and notice provisions as provided in this section, consent to the owner to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, prospective residents, workmen or contractors; provided that:

(1) unless otherwise agreed upon by the owner and resident, the Owner may enter the resident's dwelling unit pursuant to this subsection only after giving the resident twenty-four hours written notification of his intent to enter, the purpose for entry and the date and reasonable estimate of the time frame of the entry;

(2) this subsection is not applicable to entry by the owner to perform repairs or services within seven days of a request by the resident or when the owner is accompanied by a public official conducting an inspection or a cable television, electric, gas or telephone company representative; and

(3) where the resident gives reasonable prior notice and alternate times or dates for entry and it is practicable or will not result in economic detriment to the owner, then the owner shall attempt to reasonably accommodate the alternate time of entry.

B. The owner may enter the dwelling unit without consent of the resident in case of an emergency.

C. The owner shall not abuse the right of access.

D. The owner has no other right of access except by court order, as permitted by this section if the resident has abandoned or surrendered the premises or if the resident has been absent from the premises more than seven days, as permitted in Section 47-8-34 NMSA 1978.

E. If the resident refuses to allow lawful access, the owner may obtain injunctive relief to compel access or terminate the rental agreement. In either case, the owner may recover damages.

F. If the owner makes an unlawful entry, or a lawful entry in an unreasonable manner, or makes repeated demands for entry that are otherwise lawful but that have the effect of unreasonably interfering with the resident's quiet enjoyment of the dwelling unit, the resident may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement. In either case, the resident may recover damages.

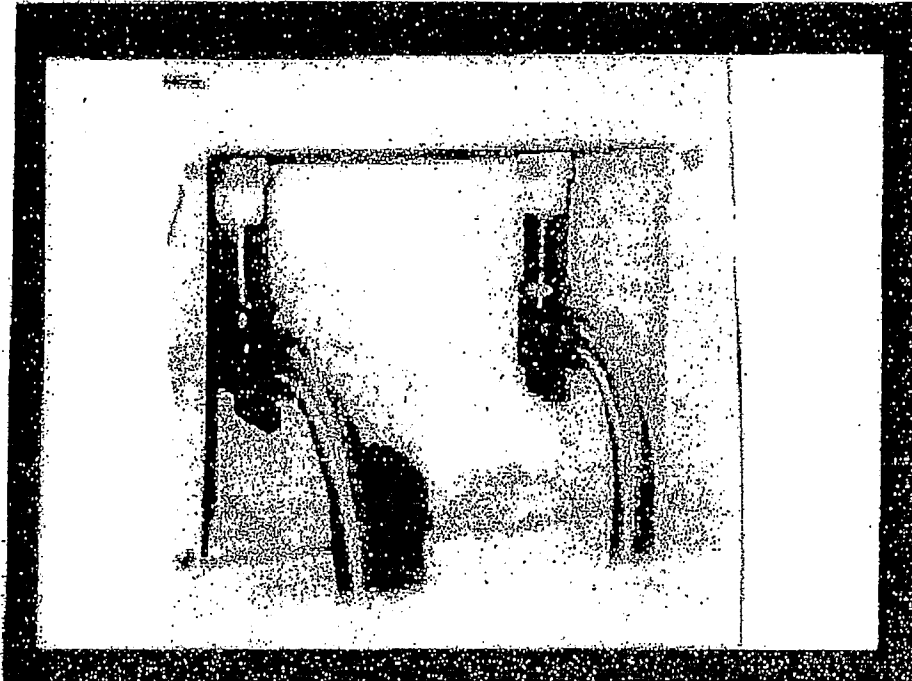


PHOTO OF TURN OFF VALVE WITH EASY TO TURN PLASTIC HANDLES
(SEE PAGE 10, WASHERS AND DRYERS)