

IMPORTANT INFORMATION

COMMUNITY ADDRESS: Desert Ridge Place Holly Gate Entrance
(West of Ventura, off the north side of Holly)
Albuquerque, NM 87122

EMERGENCY: Dial 9-1-1

MANAGEMENT COMPANY: enTrust Association Management, Inc.
2823 Richmond NE
Albuquerque, NM 87107
www.entrustam.com Phone: 266-2000
Fax : 266-0300

FIRE DEPARTMENT: Dial 9-1-1 for Emergency Response
Non-Emergency: 764-6300
Fire station #15, 6600 Academy Blvd NE Phone: 821-0625

POLICE DEPARTMENT: Dial 9-1-1 for Emergency Response
Non-Emergency: 242-2677
John Carrillo Substation
8201 Osuna NE Phone: 823-4455

MEDICAL: Dial 9-1-1 for Emergency Response

LIBRARY: Cherry Hills Branch; 6901 Barstow NE; Phone: 857-8321

PUBLIC SCHOOL: Dennis Chavez Elementary School
7500 Barstow St NE Phone: 821-1810
Desert Ridge Middle School
8400 Barstow St NE Phone: 857-9282
La Cueva High School
7801 Wilshire Ave NE Phone: 823-2327

POST OFFICE: Academy Station
6255 San Antonio Drive NE Phone: 346-1230

ANIMAL CONTROL <https://www.cabq.gov/pets> Phone: 311

CITY OF ALBUQUERQUE <https://www.cabq.gov/solidwaste> Phone: 761-8100

SOLID WASTE

PUBLIC SERVICE COMPANY <https://www.pnm.com> Phone:
OF NEW MEXICO 1-888-342-5766

NEW MEXICO GAS: <https://www.nmgco.com/> Phone: 697-3335

ALBUQ WATER UTILITY www.abcwua.org Phone: 842-9287
AUTHORITY

PREFACE

This handbook has been compiled by your Association to outline the operation procedures of the Association and to provide other information about your Association's Property. The purpose of your Association is to protect, maintain and enhance the Desert Ridge Place Condominiums Homeowners Association while making association living a pleasant experience for everyone.

The Association concept is a method for engaging able people to manage the Community's assets. The advantage of a planned development is that the authority, as well as the responsibility for maintaining the Property, is retained by those with vested interest in the Community's welfare--the Property Owners.

Living in a planned development can be a rewarding experience. A planned development helps ensure that the original planning concepts and design that went into creating the Community are preserved, protected, maintained and enhanced.

EVERYONE BENEFITS FROM AN EFFECTIVE ASSOCIATION

Each Owner should have received a copy of the Condominium Declaration, Articles of Incorporation and Bylaws, generically together referred to as the Covenants, Conditions and Restrictions (CC&R's) for the Desert Ridge Place Condominiums, which are the governing documents along with the Rules and Regulations and the Policies or Resolutions, which are periodically updated and distributed. Please become completely familiar with these publications, since they set forth in detail, the rights, duties and obligations of each Owner; and they, not this Handbook are the official documents which cover these rights. These Rules and Regulations and the architectural guidelines supplement the CC&R's, and in case of conflict, the CC&R's shall prevail.

PLEASE READ THIS INFORMATION CAREFULLY AND BE CERTAIN THAT YOUR FAMILY, GUESTS AND TENANTS UNDERSTAND THE RULES AND REGULATIONS ENTIRELY. If you have any questions, please contact the Management Company in writing.

In order to maintain a responsible and successful Community, the governing documents must be observed. They ensure the enjoyment of your Community and the continuing appreciation of your individual investments.

We trust that your knowledge of this information will enhance your daily enjoyment of your new residence at the Desert Ridge Place Condominiums. Thank you for your consideration and cooperation.

GENERAL INFORMATION

The purpose of your Condominium Association is to maintain, repair, replace and/or care for the Property and assets of DESERT RIDGE PLACE CONDOMINIUMS for the mutual benefit of all Owners. Your cooperation is essential in order to accomplish these purposes; common sense and consideration for your neighbors are the keys to its success.

Each Owner is a member of the Desert Ridge Place Condominiums and Owner participation is both necessary and encouraged. Residential responsibility, cooperation and actions have many rewards. One is that the Community continues to thrive because the quality of the Community is preserved, maintained and enhanced.

Assessments

Each Owner of any Residence has agreed to pay on time to the Association all regular and special assessments levied by the Association for the maintenance, repair, operation and improvement of the Association Property. Regular assessments are called Association Fee payments, and are due in regular quarterly installments. These fees are collected to pay the operating expenses of the Association, and to build reserves for the eventual replacement of Association property. Prompt payment of Association fees is appreciated so the Association can pay its bills in a timely fashion.

Association Fee Payments

Association fees are due and payable on the first (1st) business day of each quarter. The Association sends a statement of account to each owner. Fees should be remitted by check or money order payable to Desert Ridge Place Condominiums. Payments should be sent by mail to the Management Company. Other methods of payment may be available to owners. Please contact Management for these options.

Late Charges

Association fee payments are considered late if not received on the 15th day of the month in the office of the Association and are charged a late fee of \$25.00. In addition, 1.5% late interest is charged per month of not paid in full.

Non-Sufficient Funds Checks (NSF)

A service charge will be applied to accounts after the return of a check for NSF, plus late charges where applicable. If two (2) NSF checks are received, checks will no longer be an acceptable form of payment for that account. Should this occur, the Owner is asked to make all future remittance by money order or cashier's check.

Fines

The Association may, after notice, levy fines against owners for violation of these Rules & Regulations and the CC&R's.

Collection of Delinquent Fees

Collections will be initiated once Association Fees are past due. Legal and administrative fees associated with collections are assessed against the delinquent account using either a collections agency or an attorney at the discretion of the Association. Collection activity may include obtaining a judgment against the property owner in Metropolitan or District Court.

Liens

The Association has a lien on any owner's residence for any assessment or fines levied from the time the assessment or fine becomes due. The term "assessment" includes all fees, charges, late charges, fines and interest. An Association lien may be foreclosed in a like manner as a mortgage.

ASSOCIATION OPERATION**Board of Directors**

The Association is governed by a Board of Directors that is responsible for the operation, maintenance and enhancement of the Association. The Board of Directors consists of three elected individuals. Board Members are elected for a one-year term.

Management Company

The Board of Directors has chosen a Management Company to handle the day to day operation of the Association. Board Members may be contacted in writing through the Management Company.

Annual Meeting of Unit Owners

The Association holds a meeting once a year, in November, at which time Board Members are elected upon expiration of terms. Owners will be notified in writing in advance of the Annual Meeting. Notice is mailed to each Owner of record to the address of each Residence, or to the mailing address designated in writing by any Owner. Attendance at the meeting in person or by proxy is critical to the operation of the Association. In order to conduct official business at an Annual Meeting, a quorum of Owners must be present in person or proxy. A quorum is present when 30% of the members are present. Annual operation budgets are ratified at this meeting, and an update on the status of the Association is provided.

Board of Directors Meetings

The Board of Directors meets quarterly. Board Meetings are open to the homeowners. If any homeowner wishes to have an issue considered at a Board Meeting, the matter should be submitted in writing in advance of the meeting. Contact the Management Company for the date of the next Board Meeting.

Association Property Problems

To report non-emergency problems related to the Association Property, please contact the Management Company in writing. In the event of an EMERGENCY, dial 9-1-1 for immediate assistance. If the emergency situation is one which involves the Association Property, please report the incident, as soon as possible, to the Management Company's emergency number.

How to be Active in Your Community

Homeowner participation in Desert Ridge Place Condominiums is essential to a healthy community. How can you participate?

- Get to know your neighbors.
- Consider running for a position on the Board.
- Review financial information and budgets you receive.
- Be sure to attend annual and special meetings, in person if possible, and by proxy if not.
- Contact the Management Company in writing if there is an issue you feel needs to be addressed. Letters from Owners are presented to the Board.
- Report problems to the Management Company promptly and accurately.
- Attend a Board Meeting.
- If Committees are formed, consider serving.

Insurance

The Association provides the types of insurance required by the Bylaws. All insurance policies (or certificates) shall be retained by the Association and are open for inspection by Owners during regular business hours. Copies of certificates may be obtained by an Owner, or Owner's Mortgagee, from the Association or insurance agent for the Association.

The Board of Directors shall obtain and maintain a blanket, "all-risk" form policy of fire insurance with extended coverage, vandalism, malicious mischief, windstorm, sprinkler leakage, debris removal, cost of demolition and water damage endorsements. Any insurance loss should be promptly reported to the Association through the Management Company and the Owner's insurance agent.

Mail Delivery

Desert Ridge Place Condominium Association has a group of community mail boxes. These mail boxes are called Cluster Mailbox Units. They are the property of the U.S. Post Master. Please contact the local post office to obtain information regarding which box belongs to your home, request keys, or report malfunctions with your box. If the mail box has been vandalized, you should contact the local post office, police and send a report to: <http://ehome.usps.gov/mailtheft/vandalize.aspx> If you need to file a Mail Theft Complaint, you can report the issues to: <https://postalinspectors.uspis.gov/investigations/MailFraud/MailFraud.aspx> or call 1-800-275-8777.

Pedestrian Gates

The pedestrian gates are equipped with a cipher lock. A four digit number will be distributed to be used to open the pedestrian gates. Press in the four numbers consecutively, then turn the lever. Do not prop open the pedestrian gates. Be sure they close securely behind you. If you don't know the current code, please call the Management Company.

Automatic Vehicle Gates

The Desert Ridge Place community gates are for the benefit and enhanced safety of all community members. While the gates are not a guarantee of security or safety, they do serve as a deterrent to individuals who have no legitimate business within the Community. Proper and safe use of the gate is necessary for the benefit of all members. Using the gate properly is not always convenient, but is important. All rules and regulations regarding gate operation should be followed.

Cards or remote access devices (MicroClik Devices) may be ordered from the Association through the Management Company. Contact the Management Company for prices. Lost cards and changes in occupants should be reported to the Management Company immediately. Cards should be transferred to new owners, as are other keys and garage openers; however, be sure the Management Company receives notification of this change.

Each home must report its phone number to the Management Company so the call box at the gate can be programmed to ring into each home. Changes in phone numbers should be reported to the Management Company.

Vehicles may not tailgate through the gates. Each user should allow the gates to close, and activate the call box using their card, MicroClik device, or the call box.

Albuquerque Police Department, Albuquerque Fire Department and the ambulance services have been contacted and given codes to enter the community.

Gate operating problems should be reported to the Management Company.

Instructions to Enter Main Vehicle Gate on Holly

1. Via Proximity Card: (Card reader is mounted on the telephone entry. It opens the gate on the south side of the Community). Present card within six (6") inches of the Card Reader. Please note there is no front, back, up or down to the card; the card can be presented in any direction. Access will be granted when the Card Reader light turns green. Allow the gate to FULLY open, then PROMPTLY PROCEED THROUGH THE GATE. (Note: Cards are plastic and exposure to direct sunlight and/or extreme cold can damage the card. The cards will break if folded or bent.)
2. Via MicroClik Transmitter: MicroClik transmitters operate within fifty feet (50') of the gate. The transmitter is designed to conveniently clip to the sun visor of the vehicle. This offers the GREATEST radio range. If the transmitter is used while in the glove compartment, purse, briefcase, on the floor, etc., the range will be reduced. Press the button of the MicroClik. Allow the gate to FULLY open, then PROMPTLY PROCEED THROUGH THE GATE.

The entry gate is equipped with an "automatic timer to close." THEREFORE, YOU MUST PROMPTLY PROCEED THROUGH THE GATE ONCE IT IS FULLY OPEN.

IMPORTANT: ONLY ONE (1) CAR SHOULD PROCEED THROUGH THE GATE AT A TIME. DO NOT TAILGATE!

Instructions to Exit Main (on Holly) and Ventura Exit Gates

The exit gates will automatically open when you drive your vehicle over an "exit loop" which is buried in the roadway. Simply approach the gate SLOWLY. Wait for the gate to FULLY OPEN. PROMPTLY proceed through the gate. The exit gates are equipped with an "automatic timer to close." THEREFORE, YOU MUST PROMPTLY PROCEED THROUGH THE GATE ONCE IT IS FULLY OPEN.

IMPORTANT: ONLY ONE (1) CAR SHOULD PROCEED THROUGH THE GATE AT A TIME. DO NOT TAILGATE!

DoorKing Telephone Entry System (Located at the main entry gates)

1. The DoorKing Telephone Entry System uses your land-line or cell phone to let you talk with visitors and allow them access to Desert Ridge Place if you so desire. A visitor is instructed on how to find your "directory code" on the system's built-in electronic directory and is instructed on how to enter your code on the keypad. The system then dials your telephone number, which has already been programmed into the system's memory, and your telephone will ring. The system keeps your telephone number confidential and your telephone number is NOT displayed on the directory.
2. When you answer your telephone, you will be in a normal conversation with the visitor. Be sure to speak clearly and strongly so the visitor can hear you. The call lasts for a limited amount of time. After that period, the system will automatically end the call. Starting ten (10) seconds prior to the end, you will hear a short tone each second to signal the call is about to end.
3. When you answer a call, you may take one of two actions: (1) press "9" to open the gate; OR (2) press "*" to hang up without granting entry. DO NOT HANG UP UNTIL YOU PRESS ONE OF THESE "NUMBERS."
4. If you pressed "9," the system will open the gate for a preset period of time. Your visitor will see a displayed message, "ACCESS GRANTED - PLEASE ENTER NOW." The system will emit short tones for 3 seconds, and you will hear these tones. The system will then hang up.
5. If you are on the phone when a visitor tries to call you, the visitor will receive a busy signal, UNLESS you have Call Waiting. Therefore, be brief with your telephone calls if you are expecting visitors. If you have Call Waiting, you can simply switch over to the call from your visitor, press "9" to allow access or "*" to deny entry, and then go back to your original call.

Power Failure

In the event of a power failure, the gates are equipped with a battery backup system. The gates will automatically open when power is interrupted. Gates will automatically close when power is resumed.

If you approach gates during a power outage, proceed with extreme caution. Watch carefully for vehicles, pedestrians, and any/all other obstacles which might be confused or distracted due to power outage.

Important Warnings

- The entry and exit gates are constructed of heavy steel and move automatically by use of electric motors. Do not stop your vehicle in such a manner that the gate can make contact with your vehicle.
- Do not affix any body parts (hands, arms, legs, etc.) to gates or gate operators.
- Children should never be allowed to play on or around gates or gate operators.
- Do not stand or hang on gates or gate operators.
- Gates and gate operators are for vehicle use only. Damage and/or injury can occur if misused.

Architectural Review - Introduction

Living in a planned community such as Desert Ridge Place Condominiums offers many privileges. It also involves certain restrictions. In order to preserve the value, desirability, attractiveness and architectural integrity of Desert Ridge Place Condominiums, restrictions are placed on changes to the community. The Association therefore is authorized with the formation of an Architectural Committee for Residential Unit improvements at Desert Ridge Place Condominiums.

The Architectural Committee is charged with the responsibility to review and approve all proposed exterior improvements to limited common elements, patios, balconies and backyards, prior to submittal (if any is required) to the City of Albuquerque and/or commencement of the improvement. The Bylaws allow the Board to establish an Architectural Committee and consult with professionals, such as a Landscape Architect, for advice and recommendations. Therefore, a fee may be associated with the review of the submittal.

The purpose of the Architectural Committee and these design guidelines is not to restrict individual creativity or personal preferences, but rather to ensure the overall continuity of design in an attempt to preserve and improve the appearance of your neighborhood.

After approval from the Architectural Committee and prior to beginning any construction, the individual Owner must locate all existing below grade utility lines, such as gas and water (if applicable).

Before beginning any addition, alteration, or construction involving the exterior appearance of a Residential Unit, the Owner needs to check with the Management Company to determine whether or not a submittal to the Architectural Committee is required. If your improvement plans are required to be submitted to the Architectural Committee, you must first file an application or Request for Design Approval with the Architectural Committee prior to any City of Albuquerque application. Failure to obtain the approval of the Architectural Committee when required will constitute a violation of the CC&R's and may require modification or removal of unauthorized work or improvements at the Owner's expense.

Once an application for a limited common element improvement has been approved by the Architectural Committee, the plans must be followed as approved if constructed. Any modification to the approved plans must receive Architectural Committee approval prior to construction. It is important to understand that Architectural Committee approval is not limited to major alterations such as complete landscape improvements.

If submittal to the Architectural Committee is required in accordance with its guidelines, plans must be submitted, even if the identical improvement may have been previously approved for a neighboring property owner. During an evaluation of an application, the Architectural Committee must consider the characteristics of the Residential Unit and the individual site on a case by case basis. Furthermore, in making its decisions, the Architectural Committee may be called upon to consider and balance conflicting interests of parties who would be impacted by such decisions.

Forms for submission of requests can be obtained from the Management Company.

Emergency Preparedness

Fire Emergency Procedures

Every Owner or resident should set aside time to walk around and familiarize yourself with your new residence. This will enable you to become a more informed Owner or resident with the emergency equipment, water and electrical devices. Test your smoke detector to make certain it is in proper working order, and locate your fire extinguisher.

1. Upon hearing the smoke detector, **DO NOT PANIC. KEEP CALM.** Go to the nearest closed door and feel the door with your hands to see if it is hot. **DO NOT OPEN THE DOOR UNTIL YOU FEEL IT WITH YOUR HANDS FIRST.**
2. If the door is not hot, brace your body against the door and open it a crack. Be prepared to slam it shut if heat or smoke rushes in. If it is clear, open the door slowly all the way and leave the fire area quickly, closing all doors that you pass through on your escape route and proceed directly to the nearest fire exit. If you must use an escape route where there is smoke, stay as low as possible. Crawling lets you breathe the cleaner air near the floor as you move toward an exit. If you feel capable of attempting to extinguish the fire, you may do so, but if the fire is not quickly extinguished, 9-1-1 should be called immediately so assistance can be dispatched.
3. If any of your doors are hot or you see smoke seeping under the door, **DO NOT OPEN THE DOOR.** Seal off the cracks around the door to keep the smoke out.
4. If necessary, dampen a cloth to breathe through to filter out smoke and gases.
5. If possible, immediately call 911 and tell them exactly where you are even if you can see fire trucks on the street below.
6. Try to get to a window in the room you are in and exit as quickly as possible, or to the balcony if you have one, closing the door behind you. Then go to the railing and yell "FIRE" to alert other residents and incoming firemen. Wave something light colored to attract their attention.
7. **THINK BEFORE YOU ACT.** Don't jump. Don't panic. Keep calm. Rescue will arrive shortly. Rescuers will try to begin with those in the most immediate danger.

911 EMERGENCY

POLICE NON-EMERGENCY 242-COPS (242-2677)

RULES AND REGULATIONS

ARTICLE I GENERAL INFORMATION

Section 1.1 - Introduction. The rules and regulations contained herein are issued by the Board as authorized by the governing documents of the Association. This is a supplement to the Desert Ridge Place Condominiums Homeowners Association governing documents. In the event of any conflict between these Rules and Regulations and the aforementioned documents, the provisions of the CC&R's shall prevail. The Association also falls under the jurisdiction of the City of Albuquerque, and County of Bernalillo and all ordinances and codes apply. Please read these Desert Ridge Place Condominiums Homeowners Association Rules and Regulations carefully. If you break any rule, and the Association Manager or a Director brings it to your attention, please respect their wishes, as they are acting on behalf of the Association.

Section 1.2 - Purpose of Rules and Regulations. The Rules and Regulations are intended as a guide for the conduct and activities of all Owners, residents and their guests. Each Owner or resident living within the Community and using the facilities is entitled to maximum pleasure without annoyance or interference from others, subject to the governing documents.

Section 1.3- Changes in Rules and Regulations. The Board may, in accordance with the Bylaws, alter, amend, revoke or add to these Rules and Regulations for the preservation of safety and order within the Community, for its care and cleanliness and for the protection of the Community's reputation. When notice of any such alteration, amendment, revocation or addition is given to any Owner or resident, it shall have the same force and effect as if originally made a part of the Rules and Regulations.

Section 1.4 - Compliance with Rules and Regulations. All Owners, residents, tenants, and guests are required to abide by the provisions of the CC&R's, and the established Rules and Regulations. Owners are held responsible for the actions of the tenants, guests and other residents of their residence. OWNERS MUST PROVIDE A COPY OF THE CC&R'S AND THESE RULES AND REGULATIONS TO THEIR TENANTS. Additional copies of any of the Association's Documents are available from the Management Company. Anyone refusing to abide by these rules may face corrective action as decided by the Board. The Management Company acting on behalf of the Association has been instructed by the Board to require the compliance of persons on the Desert Ridge Place Condominium Homeowners Association property with the provisions of the Rules and Regulations and the CC&R's.

Section 1.5 - Violations of the CC&R's and the Rules and Regulations. It is the right and duty of each resident to report violations in writing to the Board or its appropriate Committee through the Management Company. Indications of or actual violations will be brought to the attention of the Owner and resident in writing by the Management Company following the policies established by the Board.

Section 1.6 - Failure to Correct a Violation. Failure to correct a violation after notice and an opportunity to be heard, could subject an owner to legal fees, special assessment and fines. Further failure to correct a violation may cause legal action to be taken. All expenses incurred by the Association to correct the situation will be the responsibility of the Owner and they will be billed, and their Unit lien.

ARTICLE II USE OF UNITS AFFECTING COMMON ELEMENTS

Section 2.1 - Occupancy Restrictions. Each residential unit or condo shall be used as a single family residence or single housekeeping unit operating on a non-profit, noncommercial basis. No residential unit shall be used for anything other than housing and the related common purposes for which Desert Ridge Place Condominiums was designed.

Section 2.2 - Alterations, Additions or Improvements. No Owner may make any structural additions, alterations or improvements in or to any residential unit without the written consent of the Board of Directors. No Unit Owner shall paint or alter the exterior of his Unit, including the doors and windows, nor shall any Unit Owner paint or alter the exterior of any Limited Common Element, without the prior written consent of the Board of Directors. No Owner shall perform any grading changes in the backyard which may obstruct, retard or otherwise interfere with drainage resulting in an excessive amount of surface water runoff. An application for the alteration or Request for Design Approval should be submitted to the Board through the Management Company. The Board has thirty days to consider such a request and either grant or deny approval.

Section 2.3 - Maintenance of the Unit by the Unit Owner. Each Owner shall keep his unit(which includes the inner surface of studs on walls between Units and exterior walls) maintained, in good order, condition and repair. The owner's responsibility includes floor coverings, interior walls, HVAC system, fixtures, appliances, including the repair and replacement of the interior fixtures and appliances in the garage. The owner shall perform all interior repairs, redecorating and painting which may at any time is necessary to maintain the good appearance and condition of the unit. Each Unit Owner is responsible for the replacement and repair of plate glass, window frames and exterior doors, which is done at the Unit Owner's expense, but must be first approved by the Board. The Owner shall perform the normal maintenance for his Limited Common Elements (back yard and patio areas), including repairing and replacing all landscaping and sprinkler systems, keeping them in a clean and sanitary condition, free and clear of snow, ice and any accumulation of water.

Section 2.4 - Loss Prevention. Each Owner shall make themselves and their occupants aware of the locations of the shut-off for water, gas and electricity serving their unit. Owners shall be responsible for making sure their fire extinguisher and smoke detector are in fully operational order. Dryers shall have lint traps to prevent lint from accumulating in duct work, and stove fans shall have grease traps. Traps shall be cleaned as often as necessary. Water supply hoses to washing machines and toilets shall be checked periodically to ensure they are in good condition. Barbecue grills shall be used carefully and under the constant supervision of a responsible party. Ashes and coals shall be disposed of properly.

Section 2.5 - Rentals. An Owner who leases or rents a residential unit to any person or persons shall be responsible for ensuring that the lessee or renter comply with the CC&R's, Bylaws, and Rules and Regulations.

- a) No Unit shall be rented for transient or hotel purposes for an initial period of less than one (1) year. An owner shall execute a written lease and following the execution of any such lease, forward a copy to the Management Company. Subleasing shall not be allowed.
- b) The lessee must comply with the Declaration, Bylaws, and these rules and Regulations. Failure to comply constitutes a default under the lease. ALL OWNERS MUST PROVIDE THEIR TENANTS WITH A COPY OF THE RULES AND REGULATIONS AND MUST REQUIRE THAT ALL TENANTS COMPLY WITH THESE RULES & REGULATIONS AND THE CC&R's. A lease addendum signed by the tenant must be included in the lease whereby the tenant acknowledges they have been provided a copy of the Rules and Regulations, have read them, and will abide by them.
- e) Owners are held responsible for the actions and behavior of their tenants and guests and are financially liable for damage to the Association Property, equipment, and for violations of the CC&R's and Rules and Regulations. Leases must indicate that failure of the lessee or renter to comply with the provisions of each such document constitutes a default under the lease and/or rental agreement.
- f) OWNERS MUST PROVIDE THE ASSOCIATION WITH A COPY OF THE LEASE PACKAGE, CONTACT NAMES, PHONE NUMBERS, PET REGISTRATION AND VEHICLE IDENTIFICATION FOR THE TENANT.

ARTICLE III USE OF COMMON ELEMENTS

Section 3.1 - Proper Use of Common Elements. No activity is permitted which would damage or deface the grounds, walkways, and improvements in the Association Property. This includes the destruction of common area shrubs, trees, irrigation system, or walls, etc. Individuals who are responsible for such damage to the Association's property will be expected to fully reimburse the Association for all expenses incurred in the replacement or restoration of damaged items or property caused by themselves, members of their families, their guests, tenants, pets, or contractors hired by the owner. Owners may be assessed monetary fines for their violations of the Rules and Regulations.

Section 3.2 - Association Property. Association Property equipment, i.e., irrigation time clocks, watering systems, etc., are to be adjusted and set by authorized personnel only, to avoid breakage, and not by residents. Your Association employs a Community Association Manager whose duties are to operate, control and maintain the Association's common area, landscaping, irrigation system and outdoor street lighting. Any problems with Association Common Area should be reported to the Management Company. No Owner, resident, tenant or any other occupant may make any alterations or improvements to the Association Common Area.

Section 3.3 - Association Maintenance/Repair/Utility Responsibilities: As per the CC&R's the Association shall have no responsibility to maintain, repair or replace any interior portion of any Residential Unit. The Association shall maintain the roofs, stucco, and exterior trim of the buildings. The Association shall maintain and repair the perimeter wall, party walls and gates, roadways, and common area street lighting and landscaping.

Section 3.4 - Storage. Storage of materials such as barbecue grills, firewood, bicycles, etc. in common elements is prohibited. These items shall be stored in the Owner's garage, or patio area or balcony.

Section 3.5 - Decorations in Common Areas. Permanent items are prohibited on the exterior of the buildings or in the common areas. Permanent items are defined as anything attached to the building or common area by nails, screws or anything else that would otherwise penetrate the surface of the building or common area. In addition to other special occasions, Thanksgiving and Christmas Holiday lighting and decorations from Thanksgiving to January 15th shall be permitted provided that no decorations shall be attached to common area components by nails, screws or anything that would otherwise penetrate the surface of the common area. All holiday decorations shall be securely attached so they do not Blow away in the wind.

ARTICLE IV ACTION OF OWNERS AND OCCUPANTS

Section 4.1 - Annoyance or Nuisance. No noxious, offensive, injurious or unsafe activity shall be carried on in any Unit, nor shall anything be done which may become an annoyance or nuisance to other owners or residents. No owner or resident shall make or permit any disturbing noises by himself or herself, his or her family or visitors that will interfere with the rights, comforts or convenience of others.

Section 4.2 - Signs. No "For Sale" or "For Rent" signs, window display or advertising visible from outside the unit shall be permitted without the prior written approval of the Board of Directors.

Section 4.3 - Lighting. No addition of exterior lighting shall be installed without the prior written approval of the Board of Directors. The exterior lighting initially installed shall not be modified or altered by the owner.

Section 4.4 - Sports Equipment. No basketball hoops or fixed sports apparatus shall be attached to any residence.

Section 4.5 - Pets.

- a) Small, orderly domestic pets (e.g., dogs, cats or caged birds) not to exceed two (2) per unit is permitted. Such pets shall not be permitted upon the Common Elements (except enclosed Limited Common Elements) unless carried or leashed.
- b) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number shall be and is prohibited.
- c) Pets are not to be maintained for commercial purposes or for breeding.
- d) The owner shall maintain Limited Common Elements and Common Elements used by any permitted pet in a clean condition, including disposing of animal waste. Any Unit Owner who keeps and maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Condominium, each Unit Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.
- e) Pets shall not be allowed to disturb the quiet enjoyment of other residents while in their units, the back yard or balcony areas or in the common areas. Residents who are disturbed by an animal are urged to first contact their neighbor and if unsuccessful, to write to the Board through the Management Company, or contact: Animal Control. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon fifteen (15) days written notice from the Board of Directors.
- f) All pets shall be registered with the Association, and proof that they have been registered and inoculated as required by local laws shall be provided.

ARTICLE V INSURANCE

Section 5.1 - Unit Owner's Insurance. Each Owner shall have the right to maintain property insurance against losses to real and personal property within the Unit as described in Article VI, Section 5, of the Bylaws. The Unit Owner is encouraged to insure items not covered under the Association's policy. It is recommended that each Owner also secure insurance for personal liability and negligence inside the Unit. Each Owner shall be responsible to pay the premiums for insurance covering their Unit. The Association encourages Owners to contact the Association's insurance agent before placing coverage on Units to ensure maximum protection between the Association and Unit Owner policies.

Section 5.2 - Insurance Losses Inside the Unit. Any insurance loss should be promptly reported to the Association, and the Owner's insurance agent.

Section 5.3 - Association Insurance. Any Unit Owner may obtain a copy of the policy, or certificate of insurance from the Association by contacting the Management Company in writing.

Section 5.4 - Destruction of a Unit. Refer to Article VII, Section 1, of the Bylaws.

Section 5.5 - Losses in Common Areas. Accidents or losses taking place in the Common areas should be reported to the Association through the Management Company. A written report may be required.

ARTICLE VI RUBBISH

Section 6.1 - Trash Containers. All trash, recycling or other waste shall be kept in sanitary containers as approved by the City of Albuquerque. Lost or missing trash or recycle containers should be reported to the City of Albuquerque, Solid Waste Department.

Section 6.2 - Storage of Trash Containers. Trash containers shall be stored out of sight except for the times that it is set at curb-side for pick-up.

Section 6.3 - Pick-up of Trash Containers. Trash containers and recyclable materials may be set curbside beginning at dusk the evening before the day of pick-up. Trash containers must be returned by midnight the day of trash pick-up to either the garage or behind the back yard gate out of sight. It is recommended that all trash inside the container be sealed in bags to prevent material from spilling onto the streets during pick-up. The unit owner is responsible for the removal of any spilled material by their trash container.

Section 6.4 - Offensive Odors. No Owner shall permit any odor to arise so as to render any residential unit unsanitary, unsightly, offensive or detrimental to any other Residential Unit in the vicinity, or to its occupants.

ARTICLE VII MOTOR VEHICLES

Section 7.1 - Parking. All owners and residents must always park in their own unit's garage or driveway, not on the streets in our community. The streets are to be kept clear of all vehicles at all times, except for contractors and service vehicles. Our streets are designed to be a "path" for vehicles and pedestrians to access our units. Parking on our streets creates a safety hazard for us and our children at play. The streets are intended for community accessibility only.

As an accommodation to occasional visitors/guests, the Parking Resolution allows *temporary* street parking. Only *guest's* or *invitees'* vehicles may be parked on the street for no more than three (3) days in a calendar month. Vehicles belonging to a resident or owner of Desert Ridge Place Condominiums may not be parked on the streets at any time.

Section 7.2 - Use of Garages. The garages shall be used for parking automobiles only and shall not be used for storage which prevents the parking of a vehicle.

Section 7.3 - Garage Doors. All garage doors shall remain closed at all times, except when reasonably required for entry to and exit from the garage or if the resident is physically present in the garage or driveway.

Section 7.4 - Vehicle Repairs. No repair of automobiles or other motorized vehicles, shall be conducted within the Community, except for minor repairs such as changing windshield wipers, battery replacements or flat tire repairs. Changing of oil, transmission fluid, coolants, and brake fluid is NOT allowed.

Section 7.5 - Safe Speeds. Vehicles shall observe a speed of no more than fifteen (15) miles per hour when inside the community.

Section 7.6 Washing of Vehicles. The washing of vehicles is prohibited in the Community.

Section 7.7 - Oil and Antifreeze. Vehicles shall not be allowed to drip oil or antifreeze on the asphalt of the community, whether it be in front of garages or on the roadway. Such material will be removed immediately by the Owner. Failure to remove any oil or antifreeze will result in removal by the Association, and the Owner will be billed back for this expense. Oil removal is often difficult and can be costly.

Section 7.8 - Association's Right to Tow. The Association retains the right to tow vehicles that are in violation of these rules and regulations. Towing will be at the vehicle owner's expense.

Section 7.9—Moving and Storage A truck or "POD" required to move into or out of a unit may be parked or stored in the driveway of the unit for a period not to exceed five (5) days.

ARTICLE VIII COMMUNITY GATES AND WALLS

Section 8.1 - Use of Gates. Owners shall use the community gates properly. Owners shall not climb over or under the community gates or walls. Vehicles shall not ram or push the gates open. The Association is not responsible for damage that may occur to vehicles while using the gates. Owners are responsible for their visitors' and guests' use of the gates.

Section 8.2 - Tailgating. Each vehicle shall activate the entry and exit gate, and allow the gates to fully close between vehicles. There shall be no tailgating through the gates.

Section 8.3 - Entry and Exit Sides. No vehicle shall enter through the exit side, or exit through the entry side.

Section 8.4 - Current Information. Owners shall keep all devices and cards within their control. The Association should be informed immediately of lost or stolen cards or devices. The Association will provide additional and replacement cards and devices at a charge to the owner's account. The Association should be informed immediately of changes to telephone numbers that effect the entry system.

Section 8.5 - Pedestrian Gates. Pedestrians agree not to prop open the gates.

Section 8.6 - Damage to Gates. Any damage caused to the gates, or gate operating systems, by a vehicle owned by an Owner, or by a tenant, visitor, guest, or invitee of an Owner shall be paid for by the Owner. No vehicle shall ram the gates, or be used to push the gates open.

Section 8.7 - Damage to Vehicles. The Association shall not be liable for any damage occurring to vehicles or persons caused by the gates.

Section 8.8 - Visitors. Unit Owners are responsible for informing their guests, visitors, invitees, or tenants on the proper use of the gate systems before visiting the community.

ARTICLE IX ADMINISTRATIVE RULES

Section 9.1 - Consent in Writing. Any consent or approval required by the CC&Rs or these rules must be obtained in writing prior to undertaking the action to which it refers.

Section 9.2 - Complaint. Any formal complaint regarding the management or operation of the Association or the property, or actions of other Owners must be made in writing to the Association. A person making a complaint may be asked to attend and speak at a hearing regarding the complaint held by the Board.

Section 9.3 — Complaints about Rules and Regulations Violations. The person submitting the complaint should state (i) the name of the person making the complaint, (ii) the rule violation he or she wishes to complain about, (iii) the date and time of the violation, and (iv) the address of the unit owned or occupied by the violator. The person making the complaint will be called to present relevant information at a hearing in front of the Board of Directors if the violator requests a hearing.

Section 9.4 - Enforcement. Except in cases where damage or injury to persons or Property is imminent as a result of a violation of these Rules and Regulations, the Association will enforce the Rules and Regulations as follows:

- a) For a complaint of violation to be valid, it must either be (i) received in writing from an Owner or resident, (ii) reported by a member of the Board or Architectural Control Committee, or (iii) observed by a Board authorized representative whose purpose is to enforce the Rules and Regulations.
- b) Notice of the reported violation shall be mailed to the alleged violator to the address of the Lot owned by such person, unless the Association has previously been notified in writing to use some other address.
- c) The violator shall be given ten (10) days from the date of mailing to correct the violation.
- d) The Notice shall describe (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than twenty (20) days within which the alleged violator may present a written request for a hearing before the Board of Directors, and (iv) a statement that the proposed sanction shall be imposed as contained within the notice unless a challenge is begun within twenty (20) days of the notice.
- e) Sanctions will be imposed as follows:
 - 1st Violation: Warning
 - 2nd Violation: \$25.00 Fine
 - 3rd Violation: \$50.00 Fine.
 - 4th+ Violation: \$100.00 Fine, and legal action if authorized by the Board.

The prevailing party shall be entitled to recover costs and expenses, including reasonable attorney's fees. Should a subsequent violation for the same or substantially same violation not be issued for a period of six months, the violation file shall be closed. A subsequent violation following the six-month period shall be issued as a First Violation (Warning).

- f) Hearings: If a hearing is requested within the allotted twenty (20) day period, the hearing shall be held before the Board of Directors in executive session at the Board's earliest convenience. The alleged violator shall be given a reasonable opportunity to be heard. After a hearing, based upon the circumstances, the Board may decide to reverse a notice of violation or fine imposed as a result of such a notice
- g) The following procedure shall be employed for hearings before the Board of Directors:
 - The violator and complainant shall each have fifteen (15) minutes to present any witnesses or documentation relating to the violation in question. Each shall have an additional five minutes for rebuttal.
 - The Board of Directors shall determine the order of presentation. Each party to the hearing may have no more than one attorney present. The attorney may participate in the proceeding, but may not cross examine witnesses.
 - Witnesses shall not be under oath and hearsay testimony will be permitted. The Board shall weigh testimony presented for credibility and relevance. The Hearing will not be recorded and no recording by participants will be permitted.
- h) The complainant and recipient of the notice may each request one continuance, which will not unreasonably be denied. However, requests for continuance will generally not be granted if requested less than five (5) working days prior to the hearing date.

Section 9.5 - Unit Information. Unit Owners shall provide the Association with current and updated information it requires to fulfill its obligations to the Unit Owners. This information includes.

- a) Names of occupants, phone numbers, emergency contact information
- b) Pet information and proof of registration
- c) Vehicle information and proof of registration
- d) Mailing address if it is not the property address.

Section 9.6 - Unit Sales. The Unit Owner is obligated to inform the Association of the sale of any unit, along with the name and address of the purchaser. On all unit sales/refinances, the seller is charged a processing fee. This fee covers CC&R's, Bylaws and Rules and Regulations documents, as well as paperwork completed by the Association for sales agent, mortgage, title and new resident information.