

Rococo Condominium Homeowners Association

Rules & Regulations Manual

PREFACE

This handbook has been compiled by the Rococo Condominium Homeowners Association (the "Association") to outline the operational procedures of the Association and to provide other information about the Association's Property.

Capitalized words in this Handbook have the same meaning as capitalized words in the Condominium Declaration for Rococo, a Condominium, and in the Rococo Condominium Homeowners Association, Inc. Amended and Restated By-Laws ("Governing Documents") unless otherwise defined herein.

The Rococo Condominiums (The "Subdivision" or the "Community") is a planned community in which the Association owns the parking areas, entry ways, buildings and other facilities within the subdivision (The "Association Property") for the benefit of all persons who own property in the subdivision (the "Owners").

The advantage of a planned development is that the authority, as well as the responsibility for maintaining the Association Property, is retained by those with invested interest in the community's welfare--the Owners.

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

EVERYONE BENEFITS FROM AN EFFECTIVE ASSOCIATION

Each Owner should have received a copy of the The Articles of Incorporation and the Governing Documents, generically together referred to as the Governing Documents for Association. Please become familiar with the Governing Documents, 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. The Rules and Regulations and the Architectural Guidelines supplement the Governing Documents, and in case of conflict, the Governing Documents shall prevail. The Governing Documents along with the Rules and Regulations and the Architectural Guidelines, may be periodically updated and distributed by the Association's Board of Directors (the "Board").

PLEASE READ THIS INFORMATION CAREFULLY AND BE CERTAIN THAT YOUR FAMILY, GUESTS AND TENANTS UNDERSTAND THE RULES AND REGULATIONS ENTIRELY.

If there are any questions or if you do not have copies of the Association's documents, please contact either a Board Member or the Management Company in writing. In order to maintain a responsible and successful Community, the Governing Documents must be observed. They insure 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 in the ROCOCO SUBDIVISION.

Thank you for your consideration and cooperation.

GENERAL INFORMATION

The purpose of your Association is to maintain, repair, replace and/or care for the property and assets of ROCOCO CONDOMINIUMS for the mutual benefit of all Owners. In addition, its purpose is to enhance the environmental quality and economic value of the property through architectural controls. Your cooperation is essential in order to accomplish these goals. Common sense and consideration for your neighbors are the keys to its success.

Each Owner is a member of the ROCOCO CONDOMINIUM HOMEOWNERS ASSOCIATION. Owner participation in the Association is both necessary and encouraged. Residential responsibility, cooperation and action have many rewards. One is that the Community continues to be a showcase long after all the residences are sold because the quality of the Community is preserved, maintained and enhanced.

ASSESSMENTS

Each Owner 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 Dues, and are due in regular monthly 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) day of every month. Fees should be remitted by check or money order payable to Rococo Condominium Homeowners Association, Inc. Payments should be sent by mail to the Management Company. The Association issues invoices to the Owners monthly for their use in making association fee payments. The invoice should be included with the monthly payment.

LATE CHARGES & INTEREST

Association fee payments are considered late if not received on or before the 15th day of the month in the office of the Association. Late charges in the amount of fifteen (\$15.00) dollars are assessed after the 15th. Interest of eighteen percent (18%) per annum is charged on amounts due over thirty (30) days, calculated from the due date until the date paid.

NON SUFFICIENT FUNDS CHECKS (NSF)

A twenty five dollar (\$25) 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 and an opportunity to be heard, levy fines against unit Owners for violation of these Rules & Regulations and the Governing Documents.

COLLECTION OF DELINQUENT FEES

Collections may be initiated once three months of Association Fees are past due. Legal fees and administrative fees associated with collections may be assessed against the delinquent account.

LIENS

The Association has a lien on a home for any assessment levied against that home or fines imposed against its Owner 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 (Officers)

The Association is governed by the Board. The Board consists of not less than two (2) and not more than four (4) elected individuals, who shall be members of the Association. Board Members are elected to staggered two year terms. If any Owner wishes to nominate himself, or be nominated, or nominate someone else for election to the Board, the name of the nominee shall be submitted in writing at least thirty (30) days prior to the annual meeting, along with a letter of willingness to serve, and a biographical sketch.

MANAGEMENT COMPANY

In the event that the Board 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 OWNERS

The Association holds its annual meeting on the second Thursday of 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 Lot, or to the mailing address designated in writing by any Owner. Attendance at the annual 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 thirty-three percent (33%) of all voting rights are present. An accounting of the expenses and receipts of the Association as well as a summary of the budget of the upcoming calendar year is provided.

BOARD OF DIRECTORS MEETINGS

The Board meets as needed with at least 2 meetings each calendar year. Board meetings are open to the Owners. If any Owner wishes to have an issue considered at a Board meeting, the matter should be submitted in writing to the Board a minimum of five days in advance of the meeting. Contact the Management Company for the date of the next Board Meeting.

FINANCIAL STATEMENTS

Financial statements are prepared by the Elected Board Members or Management Company. A copy of financial statements may be obtained by contacting any Board Member or the Management Company in writing. Financial statements and records may also be viewed in the Management Office during regular business hours by appointment.

ASSOCIATION PROPERTY PROBLEMS

To report non-emergency problems related to the Association property, please contact either a Board Member or 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 either a Board Member or the Management Company's emergency number.

HOW TO BE ACTIVE IN YOUR COMMUNITY

Homeowner participation in the Association is essential to a healthy community. How can you participate?

- Get to know your neighbors.
- Consider running for a position on the Board.
- Read all Association material and newsletters. 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 or two.
- If Committees are formed, consider serving.
- Be active in Neighborhood Watch once it is formed.

ASSOCIATION INSURANCE

The Association provides the types of insurance required by the Bylaws. All insurance policies (or certificates) are retained by the Association and are open for inspection by Owners during regular business hours.

The Association is required to secure and maintain adequate liability and hazard insurance for property owned or maintained by the Association. Directors' and officers' liability insurance is also required for the officers and directors of the Association.

Each Owner should maintain general liability and hazard insurance for their unit. Any insurance loss involving the Association's Property should be promptly reported promptly to the Association through either a Board Member or the Management Company.

MAIL DELIVERY

The Association has a community mail box. These mail boxes are called Neighborhood Box Units (NBU's). 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 unit, request keys, or report malfunctions with your box.

ASSOCIATION ARCHITECTURAL CONTROL COMMITTEE REVIEW

Living in a Community such as the ROCOCO CONDOMINIUMS offers certain privileges. It also involves certain restrictions. In order to preserve the value, desirability, attractiveness and architectural integrity of the Community, restrictions are placed on changes to units within the association. The Association has been authorized to form an Architectural Control Committee ("ACC") to administer these restrictions.

The ACC is charged with the responsibility to receive, review, consider and act upon all plans, complaints, requests for determinations, and development plans, which involve changes to the exterior of any unit, not including landscaping within the units private courtyard as long as it does not interfere with other Association courtyards..

The purpose of the ACC is not to restrict individual creativity or personal preferences, but rather to assure overall continuity of design in an attempt to preserve and improve the appearance of the Association.

The ACC may establish Architectural Guidelines that make more definite the standards acceptable for changes and improvements set forth in the Governing Documents. Architectural Guidelines are intended to assist Owners in planning changes and improvements and to increase the Owners' awareness of ways to maintain neighborhood integrity. It is important that any conflict between Architectural Guidelines and the Governing Documents is resolved in favor of the Governing Documents. It is recommended that both the Governing Documents and any Architectural Guidelines be carefully reviewed and that all questions be directed to either a Board Member or the Management Company.

A copy of any issued guidelines can be obtained from either a Board Member or the Management Company. In most cases, when these guidelines are followed and complied with, submittal to the Architectural Committee can be expedited.

The ACC is not responsible for approving the neither means nor methods of the installation or construction of any interior improvement. This is the sole responsibility of the individual Owner. After approval from the ACC and prior to beginning any construction, the individual Owner must locate all existing below grade utility lines, such as gas and water (if applicable) and must obtain all necessary approvals, certificates or permits from applicable governmental agencies or entities.

Before beginning any addition, alteration, or construction involving the exterior appearance of a unit, the Owner needs to check with either a Board Member or the Management Company to determine whether or not a submittal to the ACC is required. These changes include, but are not limited to, adding a porch, sidewalk, new HVAC equipment, storm door or security iron, new windows, walls, etc...

If your improvement plans are required to be submitted to the ACC, you must first file an application with the ACC prior to any City of Albuquerque application.

Failure to obtain the approval of the ACC when required will constitute a violation of the Governing Documents and may require modification or removal of unauthorized work or improvements at the Owner's expense.

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

If submittal to the ACC is required in accordance with the Governing Documents and 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 ACC must consider the characteristics of the home, lot and the individual site on a case by case basis. Furthermore, in making its decisions, the ACC may be called upon to consider and balance conflicting interests of parties who would be impacted by such decisions.

The ACC may require a building compliance deposit of fifty dollars (\$50.00) to assure compliance of improvements with the ACC approval. The ACC may refund the deposit after completion of improvements if there is evidence satisfactory to the ACC that all improvements comply with the approved request and the Governing Documents. Forms for submission of requests can be obtained from the Management Company.

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 ROCOCO CONDOMINIUM ASSOCIATION'S Governing Documents. In the event of any conflict between these Rules and Regulations and the aforementioned documents, the provisions of the governing documents 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 the Governing Documents and Rules and Regulations carefully. If you break any rule, and the Property Manager or a Board member 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, tenants, residents and their guests. Each Owner or resident living within the Community and using the Association Property is entitled to maximum enjoyment 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 Governing Documents, and these 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 Governing Documents are available from the Management Company for a small fee. 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 in the Community with the provisions of the Rules and Regulations and the Governing Documents.

Section 1.5 - Violations of the Governing Documents or 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 or occupant in writing by the Management Company following the policies established by the Board and the Governing Documents.

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 could cause legal action to be taken. All expenses incurred by the Association to correct a violation will be the responsibility of the Owner and they will be billed and a lien placed on their home.

ARTICLE II USE OF UNITS

Section 2.1. - Unit Occupants

The units shall be used and occupied solely and excessively for the purpose of a single-family residence. A single-family residence is described as: two(2) adults over the age of 18 and two(2) children under the age of 18. Due to the confined space in each unit, rental units are restricted to two(2) adults over the age of 18. Guests are defining as any person whom is staying in a unit on a temporary basis that does not exceed 7 calendar days.

Any variation from this regulation requires pre-approval of the Board Member or the Management Company.

Section 2.2. - Business or Commercial Use of Unit.

In addition to the restrictions set forth in the CC&R's, the ACC has adopted the following rules regarding home occupations within the subdivision:

- a) The use shall be merely incidental to the use of the Property as a residence and the operation of the business must not result in the violation of any applicable ordinances, laws, or the provisions of the Governing Documents.
- b) The business must be operated solely within the inside of the residence.
- c) The business must be limited to arts and crafts or the rendition of professional services or other similar activities.
- d) The business must be operated by the Owner of the Property whose principal residence is the Property, by a tenant whose principal residence is the Property or by a member of such Owner's or tenant's family whose principal residence is the Property.
- e) The use must not generate any unreasonable increase in the flow of vehicular or pedestrian traffic in excess of that which is normally associated with residential use, and must not create parking problems within the Community.
- f) The existence or operation of such activities must not create any odor, noise or vibration outside the Property.
- g) No part of the Association Property may be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, or vending.

Section 2.2 - Water Waste.

Owners shall keep their irrigation systems in good repair and condition so as to prevent water waste. The City prohibits irrigation between the hours of 10:00 a.m. and 6:00 p.m. Irrigation will be controlled so water does not flow onto sidewalks, streets or damage party walls, or Association perimeter walls.

Section 2.3 - Maintenance of Exterior Walls.

No colors shall be used in the treatment of walls/gates/steps without the prior written approval of the Architectural Committee. The height of walls may not be changed without the approval of the Architectural Committee. All walls within the community are common walls. Care must be taken by Unit owners to keep drainage openings in walls free from obstruction.

Section 2.4 -Yard Maintenance.

The Association maintains the landscape in the common areas, which includes the front yards of the buildings. All landscape in these common areas is on the community irrigation system. Owners are responsible for landscape maintenance in their courtyards (Limited Common Area). Each courtyard is on an individual manual irrigation system. The Association may or may not elect to replace dead plant material in the common area. Any Unit owner may replace dead plant material with the same type of plant(s) that died in the common area at their expense without prior approval of the ACC. Unit Owners must promptly remove and replace dead plant material in their Limited Common Area. The Unit Owner shall not allow water in the courtyard to damage the building or walls. All landscaping of every kind and character within any courtyard shall be neatly trimmed, properly cultivated and continuously maintained by the Unit Owner. No plants shall be planted that will damage the party or common perimeter walls. Such plants will be removed immediately upon notice from the Association. Any changes to or other installation of landscaping shall be approved in advance by the ACC. The gravel buffer between the sidewalk and street, even though it is Association property, shall be kept debris and weed free.

Section 2.5 - Storm/Screen/Security Door.

Owners may install a metal storm/security/screen door on the main entry to their Property in either an almond color (off-white) or a custom color matching the door or building stucco color. Any Owner who installs such a door is responsible for maintaining such door in good condition and repair. If the door is removed, the Owner is responsible for patching the surrounding stucco or door frame in a workmanship-like manner. The Association will require any doors installed out of compliance with this Guideline to be removed by the Owner at the Owner's expense.

Section 2.6 - Removal of Snow, Ice and Water.

Each Owner is responsible for removing snow and ice from the sidewalks in front of, and in the case of corner lots, on the side of, their Property.

Section 2.7 – Drainage.

Each Owner shall have the duty and obligation to maintain the drainage situated within any Property free of debris and any other material which may impede the flow of water.

Section 2.8 - Accessories.

No fences, awnings, ornamental screens, screen doors, sunshades, sheds, covered patios, gazebos, or walls of any nature shall be erected or maintained on or around any portion of any Property or elsewhere within the Community without prior written approval of the ACC and in accordance with rules or guidelines issued by the ACC.

Section 2.9 - Window Coverings.

Temporary interior window coverings in a design and color that does not conflict with the surrounding improvements (but excluding aluminum foil, newspapers) shall be permitted for a maximum period of sixty (60) days from the date of the closing of the purchase of a Property. All window covering (including Temporary Window Coverings) shall be of a neutral color harmonious with and not in conflict with the color scheme of the exterior wall surface of the home.

Section 2.10 - Lighting.

No exterior lighting shall be installed without the prior written approval of the ACC. The exterior lighting initially installed on the Property shall not be modified or altered by the Owner and shall be maintained, repaired and replaced by the Owners as necessary, to provide lighting of the same character and quality (including light bulb wattage) as was initially installed in the Community. Carriage lights on the exterior of homes shall remain lit during the hours of darkness.

Section 2.11 – Exterior Decorations & Furniture.

All Holiday or Event decorations shall not be left up on home exteriors or in yards longer than thirty (30) days. Courtyards or decks may have acceptable decorations, wall hangings, or other exterior designed art, etc.. Prior to installation, contact a board member or the Management Company to ensure appropriate approval as described in CC&R's.

Courtyards and Decks should be smartly decorated or furnished with appropriate outdoor furniture. There is to be no storage on decks of any kind, for any period of time.

ARTICLE III USE OF ASSOCIATION PROPERTY

Section 3.1 - Proper Use of Association Property.

No activity is permitted which would damage or deface the grounds, walkways, gates, walls, sidewalks, roads, entry way and Community parks and other Association Property. This includes the destruction of grass, shrubs, trees, sprinklers, light fixtures, walls, etc. Individuals who are responsible for such damage to the Association 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, contractors, sub-contractors, etc. Owners are held responsible for the actions of their tenants and guests and may be assessed monetary fines for their violations of the Rules and Regulations.

Section 3.2 - Association Property.

Association entry ways, gates, time clocks, watering systems, etc., are to be adjusted and set by authorized personnel only, to avoid breakage, and not by residents. If Association employs a Property Maintenance Person whose duties are to operate, control and maintain the Association's Property, including entry ways, gates, landscaping, sprinklers and outdoor lighting. Any problems with Association Property should be reported to either a Board Member or the Management Company. No Owner, resident, tenant or any other occupant may make any alterations or improvements to the Association Property.

Section 3.3 - Storage.

Storage of materials such as barbecue grills, firewood, bicycles, basketball hoops, etc., on Association Common Area Property is prohibited. These items shall be stored in the Owner's Unit or Owner's Courtyard only.

ARTICLE IV ACTIONS OF OWNERS AND OCCUPANTS

In addition to the restrictions set forth in the CC&R's, the following restrictions apply to actions of Owners and occupants of property within the subdivision.

Section 4.1 - Noise.

- a) Once inside the Community parking areas, car stereos shall be turned down to volumes that cannot be heard outside of the vehicle.
- b) Noise disturbances are subject to interpretation under the Albuquerque Noise Ordinance.
- c) In the event of a noise disturbance, Residents shall first contact their neighbor and inform them that a noise disturbance is being created.
- d) If the problem continues, violations may be reported, in writing, to the Board by any Owner or resident through the Management Company.
- e) Disturbances of the peace, such as loud parties or gatherings between the hours of 10:00 p.m. and 7:00 a.m. can be reported to the Albuquerque Police Department.
- g) Please be considerate of those living close to you and keep noise levels as low as possible.

Section 4.2 - Pets.

- a) Residents are limited to either one(1) cat or one(1) dog 30 pounds or less.
- b) Residents who are disturbed by an animal are urged to first contact their neighbor.
- c) Domestic pets must be confined to a leash held by a person capable of controlling the animal when in the Community, except while on the Lot of its owner.
- d) Any litter deposited by pets on lawns, sidewalks, streets or other Association or private property must be removed immediately by the owner of the animal involved. Any damage, including urine damage to turf, caused by an animal shall be repaired/replaced at the animal owner's expense. Owners should not allow animals to urinate on plants or shrubs.
- e) Pet Owners will be required to prevent their pets from excessive barking, howling, and any other loud noises, so as not to disturb other residents.
- f) Residents are responsible and liable for any personal injury or property damage caused by their pets. Pet Owners who have pets in the Community shall be deemed to have agreed to indemnify and hold the Association, each other Property Owner, and Declaring free and harmless from any loss, claim, or liability of any kind or character whatsoever arising by reason or keeping or maintaining such pet within the Community. If the pet owner is a tenant, the Owner of the residence is liable.
- g) All dogs and cats kept within the Subdivision shall have a current City license and name tag. Loose, unattended dogs, cats, or other animals without a name tag should be reported to the Animal Control Division for pickup. (768-1935)
- h) 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 if requested.

Section 4.3 Satellite or Communication Devices

No satellite dish, cabling or communications device shall be attached or placed on any exterior wall of any building or any wall or fence in the Association. These items may be positioned only on the roof of your units building and must be install in a fashion that will no cause any damage of any kind to the roof. All cable shall be made watertight so as to prevent the growth of micro-organisms. Unit owners shall remain responsible for any damage that results from the installation of cable.

Section 4.4 Security Alarms

The installation of security alarms must be in accordance with the guidelines as set forth by the Rules and Regulations. Alarm boxes may be installed so long as any penetrations into the exterior walls of the Unit are made watertight so as to prevent the growth of micro-organisms. Unit owners shall remain responsible for any damage that results from the installation of alarm boxes. Decals from the security firm may be placed in the windows and on exterior boxes so long as they are no larger than 3" x 5 ". No yard signs shall be permitted.

ARTICLE V RUBBISH

Section 5.1 - Trash Containers.

All trash, garbage, or other waste shall be kept in sanitary container provided by the City of Albuquerque for that purpose as approved by the City of Albuquerque. Trash containers shall be kept marked with the Property's address.

Section 5.2 - 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. It is recommended that all trash inside the container be sealed in bags to prevent material from spilling onto the streets during pick-up. Items set out for large item removal shall remain on the street no longer than twenty (24) hours.

Section 5.3 - Offensive Odors.

No Owner shall permit any odor to arise so as to render any Property unsanitary, unsightly, offensive or detrimental to any other adjacent Property, or to its occupants.

Section 5.4 -Hazardous Waste Disposal.

It is the Owner's responsibility to use the City of Albuquerque established program for the removal and proper disposal of toxic and hazardous waste products. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze solvent, paints, paint thinners, wood preservatives and other such fluids shall not be discharged into any street, public or private, or into storm drains or storm water conveyance systems.

OWNERS WILL BE ASSESSED FOR ANY CLEAN-UP SERVICES PROVIDED BY THE ASSOCIATION

ARTICLE VI MOTOR VEHICLES

Section 6.1 - Carports and Shade Structures.

The construction of carports or shade structures or canopies for vehicles is not allowed.

Section 6.2 - Parking.

Owners are responsible for their residents, guests, invitees, and tenant's compliance with these rules and regulations as well as those set forth in the CC&R's.

- a) No part of a vehicle may be parked on any portion of a sidewalk (including the sidewalk path across the driveway), the common area gravel strip between the sidewalk and street, or in the front, side or back yard of a Property.
- b) The Association Parking Spaces are intended for the primary use of Residents. Occasional use by guests and invitees of Owners is permitted from 9:00am to 3:00pm as long as they are aware that they may be required to move their vehicle as to make space available for unit owner. In the event that the visitor does not comply with any owner's request of the visitors to move; their vehicle can be towed at the vehicle owner's expense as described in Section 6.11. Each Unit is assigned minimum of 1 parking space, additional space may be utilized only if the unit has more than one owner residing at that unit.
- c) Vehicles parked on the street shall be parked on the correct side of the street, facing the same direction as the flow of traffic.
- d) Vehicles parked on the street shall not block fire hydrants.
- e) Vehicles parked on the street shall not obstruct access to or from driveways.
- f) Vehicles parked on the street shall not obstruct traffic on the street, including emergency vehicle access.

Section 6.3 - Inoperable Vehicles and Commercial Equipment.

Operable vehicles are defined as vehicles displaying current registration tags, with windows and windshields intact, inflated tires, headlights and turn signals in working order, and capable of being driven on City streets under their own motor power. All other vehicles are considered to be inoperable vehicles. No Lot or portion thereof, or portion of the street, or Association Parking Spaces shall be used in whole or in part for the storage of inoperable vehicles or commercial equipment. No dismantled, inoperable or wrecked vehicles or equipment shall be parked, stored or deposited on driveways, streets or Association Property within the Community. Any variance in this regulation will require approval from a Board Member or the Management Company.

Section 6.7 - Car Stereos.

While inside the Community, car stereos should be played at levels that cannot be heard outside of the vehicle. Remember to turn volume down at the gate.

Section 6.8 - Car Alarms.

No Owner shall allow their car alarms to be an annoyance or nuisance to other Residents.

Section 6.9 - Oil, Antifreeze and Fluids.

Vehicles shall not be allowed to drip oil, antifreeze or fluids on the streets, sidewalks or Association owned parking spaces of the Community. Such material will be removed immediately by the Owner. Failure to remove any fluid will result in removal by the Association, and the Owner will be billed for this expense. Oil removal is often difficult and can be costly.

Section 6.10 - Vehicle Registration.

All vehicles in the Community shall have license plates with current registration. Owners shall register their vehicles with the Association if asked.

Section 6.11 - 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.

ARTICLE VII COMMUNITY GATES AND WALLS

Section 7.1 - Use of Gates.

Owners shall use the community gates properly. Owners, guests and invitees shall not climb over or under the community gates or walls. Owners are responsible for their visitors' and guests' use of the gates.

Section 7.5 - Damage to Gates.

Any damage caused to the entry gates, owner, or by a tenant, visitor, guest, or invitee of an Owner shall be paid for by the Owner.

Section 7.7 - Changes to Common Perimeter Wall.

No changes shall be made to the common perimeter wall, including a change in height or color, even on the inside of the wall.

ARTICLE VIII ADMINISTRATIVE RULES

Section 8.1 - Consent in Writing.

Any consent or approval required by the CC&R's or these rules must be obtained in writing prior to undertaking the action to which it refers.

Section 8.2 -Complaint.

Any formal complaint regarding the management or operation of Association 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 8.3 - Complaints about Rules & Regulations Violations.

The complaint must 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; (iv) the address of the lot owned or occupied by the violator. The person making the complaint will be called to testify at a hearing in front of the Board of Directors if the violator requests a hearing.

Section 8.4 - 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) be received in writing from an Owner or resident; (ii) be reported by a member of the Board or Architectural Control Committee; or

- (iii) be 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 ten (10) days within which the alleged violator may present a written request for a hearing to the Board of Directors; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice.
- e) Sanctions will be imposed as follows for the same violation within a twelve (12) month period: 1st Violation: Warning 2nd Violation: \$10.00 Fine. 3rd Violation: \$25.00 Fine. 4th Violation: \$50.00 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.
- f) Hearings: If a hearing is requested within the allotted ten (10) 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 on the circumstances, the Board may decide to reverse a notice of violation, or fine.
- g) The Board may at its option, enforce any provision of these Rules and Regulations, by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules) without the necessity of compliance with procedures set forth above.

Section 8.5 -Homeowner Information.

Upon request by the Association, Owners shall provide the Association with current and updated information regarding:

- a) Names of occupants, telephone numbers, emergency contact information
- b) Pet information
- c) Vehicle information including license plate number and vehicle description
- d) A notice or mailing address if it is not the property address.
- e) The names of the persons holding and using gate access devices.
- f) The names of any tenants and a copy of the lease.

Section 8.6 - Unit Sales.

The Owner is obligated to inform the Association of the sale of any unit, along with the name and address of the purchaser. On all sales/refinances, the Association charges the seller a \$45 processing fee. This fee covers CC&R's, Bylaws and Resident Handbook documents, as well as paperwork completed by the Association for sales agent, mortgage, title and new resident information purposes.

Section 8.7 – Unit Rentals.

The Owner is obligated to inform the Association of the rental/lease of any unit, along with the name and address of the tenant. On all rentals/leases, the Association charges the Unit Owner a \$100 processing fee. This fee covers CC&R's, Bylaws and Resident Handbook documents, insurance increases, as well as paperwork completed by the Association for unit owner and new resident information purposes.