

LOUISIANA PURCHASE Condominium Association



Resident Handbook Rules & Regulations

*7817 Louisiana Blvd. NE
Albuquerque, NM 87109*

August 2016

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IMPORTANT INFORMATION

COMMUNITY ADDRESS:

7817 Louisiana Blvd NE
(south of Paseo del Norte)
Albuquerque, NM 87109-5642

EMERGENCY:

Dial "9-1-1"

MANAGEMENT COMPANY:

Silver Sage Realty
3188 Southern Blvd
Rio Rancho, NM 87124
(505) 377-1017

FIRE DEPARTMENT:

Dial "9-1-1" for Emergency Response
Non Emergency: 764-6300
Fire Station No. 15
6600 Academy Blvd NE
(505) 821-0625

POLICE DEPARTMENT:

Dial "9-1-1" for Emergency Response
Non Emergency: (505) 242-2677
John Carillo Substation;
8201 Osuna NE;
(505) 823-4455

**HOSPITALS/MEDICAL:
CLOSEST LOCATIONS:**

Presbyterian
5901 Harper Dr NE
(505) 823-8000

Presbyterian
1100 Central SE
(505) 841-1234

Dial "9-1-1" for Emergency Response
All may not be open after hours. Call first.

UNM Health Sciences
7801 Academy NE
(505) 272-2700

LIBRARY:

Cherry Hills Branch; 6901 Barstow NE; (505) 857-8321

PUBLIC SCHOOLS:

Edmund G. Ross Elementary
(505) 821-0185

Del Norte High School
(505) 883-7222

McKinley Middle School
(505) 881-9390

POST OFFICE:

Academy Station; 5323 Montgomery NE; (505) 346-1230

ANIMAL CONTROL:

8920 Lomas Blvd NE; (505) 768-1975

ELECTRICITY:

Public Service Company of New Mexico; (505) 246-5700

GAS:

New Mexico Gas Company; (888) 664-2726

TELEPHONE:

U.S. West; 1 (800) 244-1111

REFUSE

City of Albuquerque Solid Waste Dept.; (505) 761-8100

ASSOC. INSURANCE:

J. A. Sunderland Agency, Inc.; (505) 884-6000

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 LOUISIANA PURCHASE CONDOMINIUM ASSOCIATIONS ("LOUISIANA PURCHASE") Property while making association living a pleasant experience for everyone.

The Association concept is a device 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 invested interest in the Community's welfare--the *Property Owners*.

Living in a planned development can be a happy and 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 LOUISIANA PURCHASE, which are the governing documents along with the Rules and Regulations and the Architectural Guidelines, which are periodically updated and distributed by your Board. 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 there are any questions, or if you do not have copies of the Association's documents, please contact 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 at LOUISIANA PURCHASE.

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 LOUISIANA PURCHASE for the mutual benefit of all Owners. Your cooperation is essential in order to accomplish these purposes; and common sense and consideration for your neighbors are the keys to its success. Each Owner is a member of the LOUISIANA PURCHASE CONDOMINIUM ASSOCIATION, and Owner participation 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 of any Residential Unit 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 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 *Louisiana Purchase Condominium Association*. Payments should be sent by mail to the Management Company.

The Association issues coupon booklets to the Owners annually for their use in making association fee payments. The coupon should be included with the monthly payment. Upon sale of the unit, the coupon booklet should be given to the new Owner. Replacement booklets will be ordered by the Association upon request at the Owner's expense.

LATE CHARGES & INTEREST

Association fee payments are considered late if not received on or before the 5th day of the month in the office of the Association. Late charges in the amount of ten percent (10%) of the overdue amount is assessed each month or portion thereof beyond the due date that such assessment remains unpaid. Interest of eighteen percent (18%) per annum is charged on amounts due over thirty (30) days.

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 CC&R's.

COLLECTION OF DELINQUENT FEES

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

LIENS

The Association has a lien on a unit for any assessment levied against that unit or fines imposed against its unit 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

The Association is governed by a Board of Directors which is responsible for the operation, maintenance and enhancement of the Association. The Board of Directors consists of not less than three and not more than five elected individuals, the majority of whom are Unit Owners. Board Members are elected to a staggered three year term. If any Owner wishes to be nominated for election to the Board, a petition signed by three unit owners should be submitted to the Board thirty days in advance of the annual meeting, along with a letter of willingness to serve, and a biographical sketch.

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 mid-October, 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 33.3 % or 19 Unit Owners 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 monthly. 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 to the Association a minimum of five days in advance of the meeting. Contact the Association for the date of the next Board Meeting.

FINANCIAL AUDITS

Financial audits are prepared by an independent accountant at the end of each fiscal year and are available to Owners of record upon completion. A copy of the financial audits may also be obtained by contacting the Management Company in writing.

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 Management Company's emergency number.

HOW TO BE ACTIVE IN YOUR COMMUNITY

Homeowner participation in LOUISIANA PURCHASE 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 the Neighborhood Watch Association once it is formed.

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 of the Association.

The Association is required to secure insurance including, but not limited to the following: 1.) A blanket "all-risk" form of fire insurance insuring the entire property, ***EXCLUDING Unit furniture, drywall, wall and floor coverings, hot water heaters, heating and cooling equipment, ranges, kitchen and bathroom plumbing fixtures, cabinets, dishwashers, refrigerators, washing machines, dryers, furnishings or other personal property***; 2.) Comprehensive general liability in amounts no less than \$1,000,000; 3.) Directors and Officers Insurance; 4.) Fidelity Coverage.

Each Owner should maintain property insurance against losses to real and personal property within the Unit as described in Article VI, Section 5, of the Bylaws. **Unit Owners insurance should cover, Unit furniture, drywall, wall and floor coverings, hot water heaters, heating and cooling equipment, ranges, kitchen and bathroom plumbing fixtures, cabinets, dishwashers, refrigerators, washing machines, dryers, furnishings and other personal property.** It is recommended that each Owner secure insurance for personal liability inside the Unit. Each Owner is 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 assure maximum protection between the Association and Unit Owner policies.

Any insurance loss should be reported to the Association through the Management Company and the Owner's insurance agent.

MAIL DELIVERY

LOUISIANA PURCHASE has groups of community mail boxes. 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 home, request keys, or report malfunctions with your box.

PEDESTRIAN GATE

The pedestrian gate can be opened from the outside by the use of a code which Management distributes. Do not prop open the pedestrian gate. **Be sure the pedestrian gate closes securely behind you every time it is opened.**

AUTOMATIC VEHICLE GATES

The 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.

Each charter (original) homeowner will receive two gate cards from the Developer. Further 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 Agent receives notification of this change.

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

RESIDENT INSTRUCTIONS TO ENTER MAIN VEHICLE GATE

1. Via Proximity Card: (Card reader is mounted on the telephone entry. It opens the gate on the east 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: (Also opens the entry gate on the east side of the Community).

MicroClik transmitters operate within fifty (50') feet 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!!

RESIDENT INTRUCTIONS TO EXIT MAIN AND REAR 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". 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 existing telephone [YOU MUST HAVE A TOUCH TONE TELEPHONE] to let you talk with visitors and allow them access to LOUISIANA PURCHASE 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) dial "9" to open the gate; OR (2) dial "*" to hang up without granting entry. YOU MUST HAVE A TOUCH TONE TELEPHONE. DO NOT HANG UP, UNTIL YOU DIAL ONE OF THESE "NUMBERS."

4. If you dialed "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 telephone when a visitor tries to call you, the visitor will receive a busy signal, UNLESS you have Call Waiting. 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, dial "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
AT ANY TIME**

**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 LOUISIANA PURCHASE offers many privileges. It also involves certain restrictions. In order to preserve the value, desirability, attractiveness and architectural integrity of LOUISIANA PURCHASE, 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 LOUISIANA PURCHASE.

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. 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 assure the overall continuity of design in an attempt to preserve and improve the appearance of your neighborhood and LOUISIANA PURCHASE community. The Architectural Committee sets up Architectural Guidelines that define the standards acceptable for treatments of improvements. A copy of the guidelines can be

obtained from the Management Company. In most cases, when these guidelines are followed and complied with, submittal to the Architectural Committee can be expedited.

These Architectural Guidelines are also intended to assist property owners in planning limited common element improvements. This information is provided to increase the Owner's awareness of the ways to maintain neighborhood integrity. It is important to note that these Architectural Guidelines reflect the CC&R's; however, they do not cover all possible situations that may be defined in the CC&R's. It is recommended that the CC&R's be carefully reviewed and that all questions be directed to the Management Company.

The Architectural Committee is not responsible for approving the means nor methods of the installation or construction of any improvement. This is the sole responsibility of the individual Owner. 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 in accordance with its design guidelines, you must first file an application 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

Upon taking occupancy, every Owner or resident should set aside time to walk around and familiarize themselves with your new residence, and the Association's grounds. This will enable you to become a more informed Owner or resident with the emergency equipment, water and electrical devices. Be certain, when first moving in to test your smoke detector to make certain it is in proper working order, and locate your fire extinguisher.

THE EMERGENCY NUMBER FOR FIRE, POLICE AND PARAMEDICS IS 9-1-1.

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 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, closing the sliding 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 242-2677 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 **LOUISIANA PURCHASE** 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 the LOUISIANA PURCHASE Rules and Regulations carefully. If you break any rule, and the Property 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, tenants, 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 for a small fee. Anyone refusing to abide by these rules may face corrective action as decided 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 LOUISIANA PURCHASE 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 shall be used for residential purposes only. Garages shall not be converted into living spaces.

Section 2.2 - Commercial Use. Conducting a business of any kind on the premises is forbidden, unless approved in advance writing by the Board of Directors. Approval of a home based business will be considered if it conforms to the following criteria:

- a) The use shall be merely incidental to the use of the Residential Unit as a residence and the operation of the business does not result in the violation of any applicable laws or of the provisions of the CC&R's.
- b) The business shall be operated solely within the Residential Unit.
- c) All activities shall be conducted in conformance with all applicable governing ordinances.
- d) The business is limited to arts and crafts or the rendition of professional services or other similar activities.
- e) The business is operated by the Owner of the Residential Unit whose principal residence is the Residential Unit, by a tenant whose principal residence is the Residential Unit or by a member of such Owner's or tenant's family whose principal residence is the Residential Unit.
- f) The use shall 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 shall not create parking problems within the Community.
- g) The existence or operation of such activities must not create any odor, noise or vibration outside the
- h) Residential Unit.
- i) No part of the Association Property shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose. The use shall be consistent with the residential character of the Community.
- j) No other use shall be allowed except as specifically permitted by a local ordinance.

Section 2.3 - Alterations, Additions or Improvements. No Owner, resident, tenant or any other occupant may make any structural additions, alterations or improvements in or to any Unit, including the interior of any unit, backyards, patios or balcony without the written approval of the Architectural Committee. This includes painting doors or windows. An application for the alteration should be submitted to the Committee through the Management Company. The Committee/Board has thirty days to consider such a request and either grant or deny approval.

Section 2.4 - Backyard Alterations. No Owner shall perform any grading or construction on his Residential Unit or Backyard which may obstruct, retard or otherwise interfere with any drainage facilities, patterns or swales, or result in creating an excessive amount of surface water runoff (i.e., an amount of water beyond the flow originally intended and provided for by the approved grading plan).

Section 2.5 - Storage of Household Chemicals. Use, storage and/or disposal of pesticides, fungicides, herbicides, insecticides, fertilizers and other chemical treatments shall meet Federal, State, County and City requirements for household use as prescribed on their respective containers.

Section 2.6 - Maintenance of the Unit by the Unit Owner. Each Owner shall have the sole obligation for maintaining, repairing and insuring the Owner's Residential Unit and the fixtures, equipment, appliances and appurtenances designed to benefit/support solely his unit, whether located in his unit or not. Each Owner shall maintain and repair in a first class condition and otherwise care for the maintenance, repair and replacement of all portions of the Owner's Residential Unit, including the drywalls, wall and floor coverings, hot water heaters, heating and cooling equipment, ranges, kitchen and bathroom plumbing fixtures, cabinets, floor coverings, dishwashers, refrigerators, washing machines, dryers, windows, yard, patio and balcony areas, garage doors and/or garage door openers, as well as the doors. All improvements shall be maintained in a manner as shall be deemed necessary in the judgment of the Board to preserve the attractive appearance thereof, protect the value of the Residential Unit and the overall value of the Community. Any such maintenance, repair or replacement of any of the foregoing which is visible from outside of a Residential Unit shall be consistent with the existing design, aesthetics and architecture of the Project and shall be approved in advance in writing by the Architectural Committee.

Section 2.7 - Failure to Maintain. Each Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from the failure to make any necessary repairs.

Section 2.8 - Water Waste. Owners shall keep their plumbing fixtures in good repair and condition so as to prevent water waste.

Section 2.9 - 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 shall be turned off between uses, and checked periodically to assure they are in good condition. Toilet water supply hoses shall be checked periodically to assure they are in good condition. Barbecue grills shall be used carefully and under the constant supervision of a responsible party see Section 4.14. Ashes and coals shall be disposed of properly.

Section 2.10 - Maintenance of Walls. No colors shall be used in the treatment of walls. The height of walls may not be changed without the approval of the Architectural Committee.

Section 2.11 - Backyard Maintenance. The backyard of a Unit, which is considered to be Limited Common area, and not part of the Unit, is delivered to the Owner fully landscaped with an irrigation system under the control of the Association. The Association shall make all repairs to the irrigation system within the backyard. To facilitate this, the Owner will deliver a key to the Association for any padlock it installs on a backyard gate. Any malfunctions with the irrigation system will be immediately reported to the Association. No Owner will make alterations to the irrigation system. This prohibits Owners from tapping into the irrigation system to supply water to turf, or additional plants. Any alterations to the backyard irrigation system will be made by the Association at the Owner's expense. The Owner shall reimburse the Association for any repairs necessitated by the Owner's negligence, misuse or failure to report damage to the irrigation system. The Owner shall not allow water waste in the backyard, or water to damage the building or walls. The backyard shall be maintained in good, clean, and green condition. Each Owner will check the area at the base of the original backyard plantings during the growing season to assure the plantings are receiving sufficient water from the irrigation system. Clogged emitters will be reported to the Association. Until repaired, the Owner will be responsible for watering the plants. All landscaping of every kind and character including, but not limited to, shrubs, trees, grass and other plantings within any Residential Unit or Backyard shall be neatly trimmed, properly cultivated and continuously maintained by the Owner thereof in a neat and orderly condition and in a manner to enhance its appearance. Dead plant material shall be removed and replaced immediately. The Association will not be responsible for the replacement of dead plant material. No plants shall be planted that will damage the walls or building. No plants will be planted that climb on the buildings. Such plants will be removed immediately upon notice from the Association. Any changes to the backyard shall be approved in advance by the Architectural Committee.

Section 2.12 - Drainage Each Owner shall have the duty and obligation to maintain the drainage situated within any Residential Unit free of debris and any other material which may impede the flow of water.

Section 2.13 - Removal of Snow, Ice and Water. Each Owner is responsible for removing snow, ice and water from their backyards and patios. If ice melt products are used, they must be concrete safe.

Section 2.14 - Rentals. An Owner who leases or rents its Residential Unit to any person or entity shall be responsible for assuring that the lessee or renter comply with the CC&R's, Bylaws, and Rules and Regulations, including all easements, reservations, assessments, liens and charges created in accordance with the CC&R's and as amended and supplemented from time to time.

- a) Each Owner is entitled to lease or rent the Owners entire Condominium, provided that all such leases or rentals must be in writing, and provide that the lease or rental is subject in all respects to the provisions of these Rules and Regulations and CC&R's, and any amendments thereto governing the Association.
- b) No short-term leases or rentals of less than thirty (30) days are allowed.
- c) No Owner may lease a Condominium to a greater number of individuals than would be permitted to occupy the Residential Unit under applicable law.

- d) 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.
- 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, AND CONTACT NAMES AND TELEPHONE NUMBERS, AND VEHICLE IDENTIFICATION FOR THE TENANT.
- g) Owners are responsible for the proper repair and maintenance of their Residential Unit including landscaping even though that responsibility may have been delegated to 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 grass, shrubs, trees, sprinklers, light fixtures, 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, 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 Property equipment, i.e., 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 property management consultant whose duties are to operate, control and maintain the Association's Common Area, landscaping, sprinklers and outdoor lighting. Any problems with Association Common Area should be reported to the Property Management Company. No Owner, resident, tenant or any other occupant may make any alterations or improvements to the Association Common Area. Owners shall not have the right to alter any landscaped areas surrounding such Owner's Residential Unit, which are Association Common Property to be maintained by the Association.

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 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 and gates, roadways, and common area lighting, and landscaping. The Association shall also provide water, sewer and refuse services.

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. Decorative items such as planters, flagpoles, statuary items and holiday lighting are prohibited on the exterior of the building or in the common areas, except as follows. Items may be placed in niches and recessed doorways. 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 security attached so they do not move in the wind.

ARTICLE IV ACTION OF OWNERS AND OCCUPANTS

Section 4.1 - Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity will be carried on or in any unit, the common elements, or the limited common elements, nor will anything be done therein either willfully or negligently, which may be or become an annoyance to the other unit owners or occupants. No unit owner or occupant will make or permit any disturbing noises by himself, his family, servants, employees, agents,

visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other unit owners or occupants.

Section 4.2 - Noise. Nothing shall be done that disrupts the Project's tranquility or interferes with the quiet enjoyment of other occupants. Do remember that LOUISIANA PURCHASE is a multi family housing community and some noise will be heard. Radios, stereos, televisions, musical instruments, party activities, car horns, repeated false alarms from car alarms and other noise sources must be restricted at all times, to a level that is not disturbing to other residents. If such sound can be heard and understood by persons of normal sensitivity within other units with doors and windows closed, and air handling systems on, it will be considered too loud. Any activity which constitutes disturbing the peace or creating a public nuisance, as determined by the Board, is prohibited. Residents are requested to respect the right of peaceful enjoyment of the community for all occupants.

- a) Headsets for stereos are suggested, and the Association requests that speakers be placed on a sheet of Styrofoam or on folded towels. Please do not place speakers on the wall adjoining a neighbor's home, or on an uncarpeted floor.
- b) The Association requests that TV's, radios, and stereos and animal noise be kept at levels that will not disturb neighbors.
- c) The felt pads installed on cabinets by the builder are to be replaced by the Owner as needed.
- d) Noise disturbances are subject to interpretation under the Albuquerque Noise Ordinance.
- e) Residents shall first contact their neighbor and inform them that a noise disturbance is being created.
- f) If the problem continues, violations may be reported, in writing, to the Board by any Owner or resident through the Management Company.
- g) Disturbances of the peace, such as loud parties or gatherings between the hours of 10:00 p.m. and
- h) 7:00 a.m. can be reported to the Albuquerque Police Department.
- i) If noise problems persist, the Association may, after notice and an opportunity to be heard, assess
- j) a fine(s) against the offending unit owner. Unit's owners and the Association may seek additional
- k) relief by court actions, with the prevailing party receiving its attorney fees.
- l) **Please be considerate of those living close to you and keep noise levels as low as possible.**

Section 4.3 -Clotheslines. No exterior clothesline shall be erected or maintained within the Project and there shall be no exterior drying or laundering of clothes.

Section 4.4 - Signs. No signs, monograms or other advertising device whatsoever, including without limitation, commercial, political and similar signs, shall be erected or maintained within the Project except: (a) such signs as may be required by legal proceedings; (b) residential address identification signs, subject to the approval of the Architectural Committee as to suitability; (c) one for sale/rent sign in the unit window no larger than 18x24 inches to be removed once the transaction is complete; (d) one for sale/rent sign per unit not to exceed 18x24 inches to be installed outside the gate on the north side of the entry into the community only to be removed promptly after the transaction is complete; (e) security company signs.

No signs shall be permitted to be posted on any garage doors.

Section 4.5 - Accessories. No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the Project without prior written approval of the Architectural Committee.

Section 4.6 - Painting. All exterior painting of a Residential Unit shall be subject to the prior written approval of the Architectural Committee.

Section 4.7 - Railings or Tops of Walls. No items (including potted plants) may be placed over or upon any railing of any deck or fence, or top of any wall.

Section 4.8 - Window Coverings. Temporary window coverings in a design and color that does not conflict with the surrounding Improvements (but excluding aluminum foil, newspapers, or any other contrasting material) shall be permitted for a maximum period of sixty (60) days from the date of the closing of the purchase of a unit. All window covering (including Temporary Window Coverings) shall be of a neutral color harmonious with and not conflict with the color scheme of the exterior wall surface of the Condominium.

Section 4.9 - Lighting. No addition of lighting shall be installed without the prior written approval of the Architectural Committee. The exterior lighting initially installed on the Residential Units 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

Section 4.10 - Equipment in Garage. Except for the garage door opener, no Owner shall attach to the walls or ceilings of any Garage Element any fixtures or equipment which will cause vibration or noise to the adjacent Residential Units.

Section 4.11 - Sports Equipment. No basketball standards or fixed sports apparatus shall be attached to any Residence except if approved by the Architectural Committee.

Section 4.12 - Satellite or Communication Devices. No satellite dish, cabling, or communications device shall be attached or placed on the roof or wall of any building, or any wall or fence in the community. These items may not be positioned or stored in any common area. These items may be set in limited common areas such as on the balcony or in the patio area of a Unit, as long as it does not extend more than two feet above the height of the enclosing wall or fence.

Section 4.13 - Pets.

- a) No more than one (1) orderly domestic dog is allowed per Unit.
- b) No more than two (2) orderly domestic cats or caged birds shall be allowed per Unit. Pets are not to be maintained for commercial purposes or for breeding.
- c) All animals, including cats, must be kept inside a Residential Unit, or on a leash held by a person capable of controlling the animal when outside the Residential Unit per the Albuquerque City Ordinance, provided however, a dog will be allowed to be in the Unit backyard without a leash.
- d) Domestic reptiles, and fish shall be permitted so long as such animals are kept in the interior of a Residential Unit and so long as such animals are (1) kept as household pets, (2) are not so excessively noisy as to disturb the quiet enjoyment of any Owner of his or her Residential Unit, (3) are not kept, bred or raised for commercial purposes or, as determined by the Board, in unreasonable numbers, and (4) do not constitute a nuisance within the Project or a threat to the personal safety of other Owners and their Invitees in the Project.
- e) Each Owner shall be responsible for cleaning up any excrement or other unclean sanitary condition caused by pets. Any litter deposited by pets on lawns, sidewalks, streets or other Association 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.
- f) Residents are responsible and liable for any personal injury or property damage caused by their pets. Pet Owners who have pets at the Association shall be deemed to have agreed to indemnify and hold that Condominium, each other Unit Owner and Declarant free and harmless for any loss, claim, or liability of any kind or character whatsoever arising by reason or keeping or maintaining such pet within the Condominium. If the pet owner is a tenant, the Owner of the residence is liable.
- g) All dogs and cats kept within the Association shall have a current City license and name tag.
- h) Loose, unattended dogs, cats, or other animals without a name tag should be reported to the Animal Control Division for pickup at 768-1975.
- i) Pets shall not be allowed to disturb the quiet enjoyment of other residents while in their units 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 at 768-1975.
- j) 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.
- k) The Board has the power to prohibit the keeping or maintenance of any animal, which, in the opinion of the Board is deemed to constitute a nuisance to any other Owner in the sole and exclusive opinion of the Board. Any such pet will be removed by the Owner upon ten (10) days written notice from the Board of Directors.

Section 4.14 -CITY ORDINANCE
SECTION 308 ORDINANCE NUMBER 308.3.1
OPEN FLAME COOKING DEVICES

The following ordinances relate to the code prohibiting cooking on balconies:

[B] Residential Group R. Residential Group R includes, among others, the use of a building or structure, or a portion thereof, for sleeping purposes when not classed as Institutional Group 1. Residential occupancies shall include the following:

R-1 Residential occupancies where the occupants are primarily transient in nature including:

Boarding houses (transient), Hotels (transient), Motels (transient)

R-2 Residential occupancies containing sleeping units or more than two dwelling units where the occupants are primarily permanent, in nature, including:

Apartment houses, Boarding houses (not transient), Convents, Dormitories, Fraternities and sororities, Hotels (non-transient), Monasteries, Motels (non-transient), Vacation timeshare properties

R-3 Residential occupancies where the occupancies are primarily permanent in nature and not classified as R-1, R-2, or I and where buildings do not contain more than two dwelling units, or adult and child care facilities that provide accommodations for five or fewer persons of any age for less than 24-hours. Adult and child care facilities that are within a single-family home are permitted to comply with the International Residential Code.

R-4 Residential occupancies shall include buildings arranged for occupancy as Residential Care/Assisted Living Facilities including more than five but not more than 16 occupants.

Group R-4 occupancies shall meet the requirements for construction as defined for Group R-3 except for the height and area limitations provided in Section 503 of the International Building Code or shall comply with the International Residential Code.

308.3.1 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

- Exceptions:
1. One- and two- family dwellings
 2. Where buildings, balconies and decks are protected by an automatic sprinkler system.

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 such as, furniture, drywall, wall and floor coverings, hot water heaters, heating and cooling equipment, ranges, kitchen and bathroom plumbing fixtures, cabinets, dishwashers, refrigerators, washing machines, dryers, furnishings or other personal property.* 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 assure 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.

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

ARTICLE VI RUBBISH

Section 6.1 - Trash Containers. All trash, garbage, or other waste shall be kept in sanitary containers provided by the Association for that purpose as approved Company. A written report may be required by the City of Albuquerque. Trash containers shall be kept marked with the unit's number. Lost or missing trash containers will be replaced once by the Association. Subsequent trash containers will be replaced by the Association at the Owner's expense.

Section 6.2 - Storage of Trash Containers. Trash containers shall be stored in the enclosure provided by the Association, except for the times that it is set at curb-side for pick-up. Unit Owners are responsible for keeping the enclosure clean and free from debris.

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 to their storage enclosure by midnight the day of trash 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. The unit owner is responsible for the removal of any spilled material by their trash container. **Trash containers should be spaced at least three (3) feet from the nearest trash container** or the City will not empty the container. A penalty of twenty five dollars (\$25) will be assessed to the unit owner if trash containers are put out early, or not returned to their storage enclosure by midnight.

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.

Section 6.5 - 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 VII MOTOR VEHICLES

Section 7.1 - Use of Garages. The garages shall be used for parking automobiles only and shall not be converted for living or recreational activities or for storage which prevents the parking of an automobile.

Section 7.2 - Garage Doors. All garage doors shall remain closed or open no more than six inches to allow air flow, except as reasonably required for entry to and exit from the garage.

Section 7.3 - Parking. Vehicles shall be parked only in bonafide parking spaces, and not along the streets, sidewalks, or roadways and not in front of any red curb.

- a) Whenever possible, Owners shall park their vehicles within their garage or in the driveway immediately in front of the garage.
- b) An Owner's guests and visitors shall park in the driveway immediately in front of the Owner's garage, or in the unassigned parking spaces. Each Owner shall be responsible to ensure such visitor and guests comply with the parking restriction.
- c) Should an Owner require one additional parking space, that Owner may park one vehicle in a designated parking space other than their garage or driveway immediately in front of their garage and designated space in front of their drive. No vehicle may be parked in a designated space (other than the driveway directly in front of their garage) continuously for more than three (3) consecutive days.
- d) No dismantled, inoperable, unregistered, or wrecked vehicles or equipment shall be parked, stored or deposited within the Community.

Section 7.4 - Vehicle Repairs. No repair of automobiles or other motorized vehicles shall be conducted within the Community.

Section 7.5 - Recreational Vehicles. No trailers, campers, truck campers (a mounted camper shell which protrudes from the truck from either side or from beyond the rear gate or above the cab ceiling), recreational vehicles, commercial vehicles or boats, may be parked in the Community, except fully in the garage of the Unit Owner with the garage door closed.

Section 7.6 - Safe Speeds. Vehicles shall observe a speed of **no more than five (5) miles per hour** when inside the community.

Section 7.7 - 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 7.8 - Car Alarms. No Owner shall allow their car alarms to be an annoyance or nuisance to other Residents.

Section 7.9 - Washing of Vehicles. The washing of vehicles is prohibited in the Community.

Section 7.10 - 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, in parking areas 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 7.11 - Vehicle Registration. All vehicles in the Community shall have license plates with current registration. Owners shall register their vehicles with the Association.

Section 7.12 - 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 7.13 - Bicycles, Roller-skates, and Skateboards. For the safety of all persons, the use of bicycles, roller-skates, and skateboards is prohibited on the sidewalks and streets located within the property.

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. The Association should be informed immediately of changes to telephone numbers that effect the entry system.

Section 8.5 - Pedestrian Gates. Owners shall keep all pedestrian gate codes within their control. Pedestrians agree not to prop open gates, and the gate must be closed every time it is opened.

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 - 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 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 property, or actions of other Unit Owners must be made in writing to the Association.

Section 9.3 - 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 Unit 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:

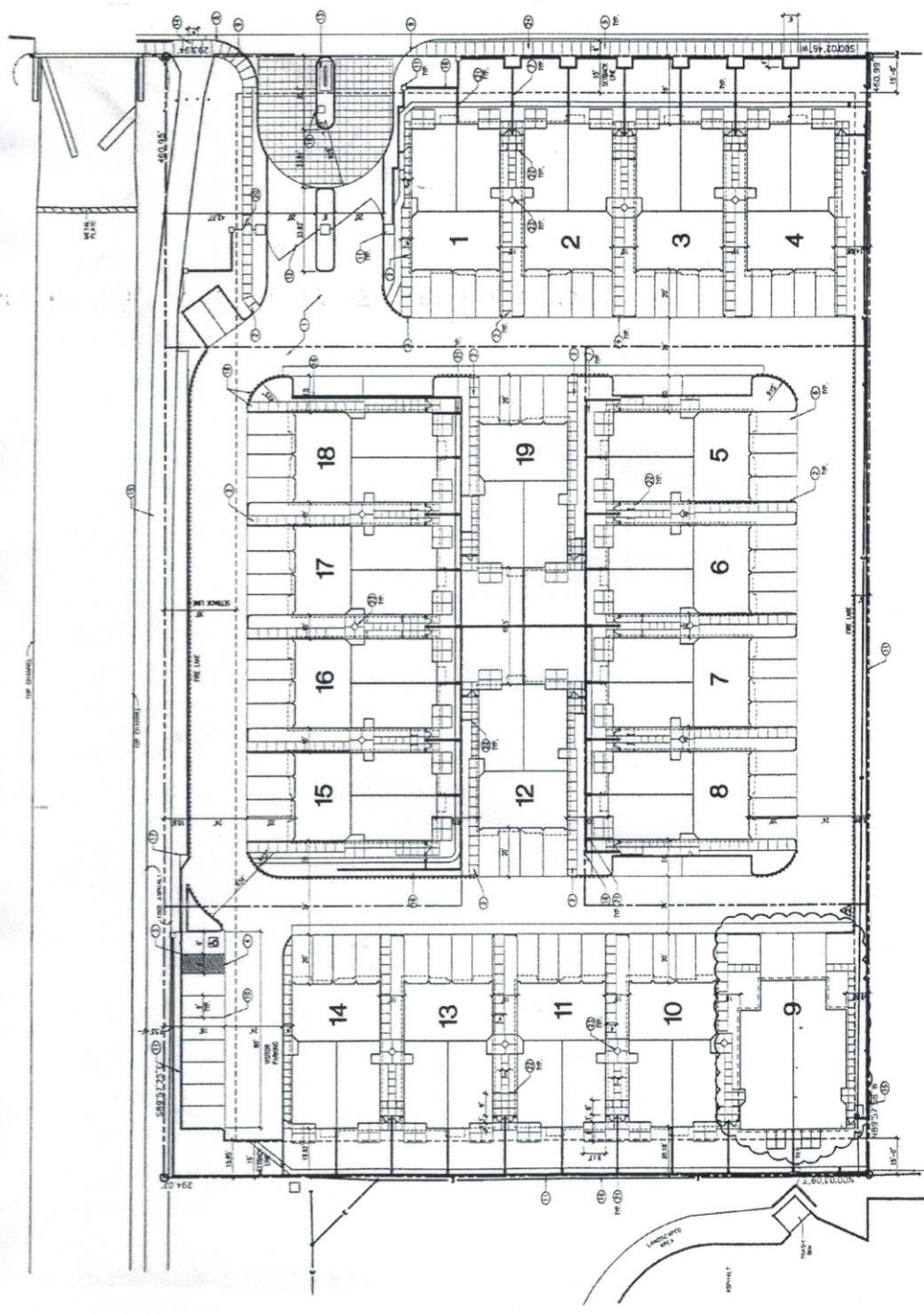
| | |
|-----------------|---|
| 1st Violation: | Warning |
| 2nd Violation: | \$25.00 Fine. |
| 3rd Violation: | \$50.00 Fine. |
| 4th+ Violation: | \$100.00 Fine, and legal action if authorized by the Board. The prevailing party shall be entitled to recover costs and expenses, including reasonable attorney's fees. |
- f) Hearings: If a hearing is requested within the allotted ten (10) day period, the hearing shall be held before the Board of Directors 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 9.4 - 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 the following:

- a) Names of occupants, telephone numbers, emergency contact information.
- b) Pet information and proof of registration
- c) Vehicle information and proof of registration
- d) A notices or mailing address if it is not the property address.
- e) A copy of the mortgage and note pertaining to the home.
- f) The names and addresses of any and all mortgagees and other entities that require notice under the Bylaws of delinquencies, financial information, notification of changes in Bylaws, etc.

Section 9.5 - 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 Association charges the seller a \$150 transfer fee. This fee covers CC&R's, Bylaws and Resident Guide documents, as well as paperwork completed by the Association for sales agent, mortgage, title and new resident information purposes.

LOUISIANA BLVD. NE



1 Site Plan