

Alamo Mission Condominiums
1421B Alamo Street
Las Cruces, New Mexico, 88001

RULES AND REGULATIONS

March 1, 2022

(Effective date April 1, 2022)

WHEREAS, Article VII of the 1996 version of Alamo Mission Condominiums By-laws state that powers of the Board of Directors shall have the right to establish Rules and Regulations concerning the use of the Common Elements and Limited Common Elements and shall adopt Rules and Regulations to govern the use of the Units and the conduct of all Unit Owners/Occupants of Alamo Mission Association Condominium Association and; WHEREAS, the Board of Directors deems it to be in the best interests of the Unit Owners and their Occupants, and to avoid any conflict in the interpretation of the Rules and Regulations. We have decided to adopt Rules and Regulations, separate and apart from the Declaration and By-Laws, as a single, comprehensive set of Rules and Regulations to govern the use of Units and the Common and Limited Common Elements and the conduct of all individuals of the Alamo Mission Condominiums Association Located in Las Cruces, New Mexico. USA.

NOW, THEREFORE, the following Rules and Regulations are hereby adopted and established for and on the behalf of Alamo Mission Condominium Association:

1. Use. No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Dwelling Unit shall be used as a residence for a single family Unit. Each Parking Space shall be used for parking operable automobiles including motorcycles. The Board may authorize vehicles and items parked in violation of this provision to be towed away and such charges shall be at the Car Owner's expense or become a lien on the Unit Owner if he/she owns the vehicle.

A Unit Owner may be a natural person or a corporation. No Unit, whether owner or otherwise occupied, shall be occupied by more than four (4) persons ("person" defined in this provision as adults or children) per Unit, nor more than two (2) persons per bedroom within the Unit, unless otherwise approved in the reasonable discretion of the Board of Directors. This provision shall be enforceable without regard to the age, sex or relationship of occupants.

2. Restrictions: There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas, without the prior written consent of the Board. Common Areas shall not be obstructed, littered, defaced, or misused in any manner. Owners shall be obligated to maintain and keep in good order and repair their respective Units. No structural changes or alterations shall be made in any Unit without prior written consent of the Board of Directors.

3. Prohibited Use: Nothing shall be done or kept in any Unit or in the Common Areas or Limited Common Areas which will increase the rate of insurance without the prior written

consent of the Board. Unit Owners shall not permit anything to be done or kept in their respective Units or in the Common Areas or Limited Common Areas which will result in the cancellation of insurance or which would be in violation of any law. No waste shall be permitted in the Common Areas.

4. Owners Insurance: The Alamo Mission Condominium Association maintains property insurance on the Common Areas, the Limited Common Areas and Units pursuant to Recital 10 of the Declarations. (the "Insurance Coverage"). The Alamo Mission Condominium Association shall be responsible for payment of the insurance premium for the Insurance Coverage, but not the payment of the deductibles on any insurance claims attributable to a specific Unit or Unit Owner. Each Unit Owner shall be jointly and severally responsible for payment of the deductibles on any insurance claim payable under the Insurance Coverage attributable to the Unit Owner or their Unit. A claim is attributable to a Unit Owner, if the Board of Directors of the Alamo Mission Condominium Association determines it was caused by or arose from the actions or inaction of the Unit Owner or their agents, Occupants, guests, or invitees.

Each Unit Owner shall be responsible for insuring the personal property in their Unit(s) together with their personal property stored elsewhere on the property. Pursuant to the Declaration of the Alamo Mission Condominium, the Association shall have no obligation to insure the personal property of the Unit Owner(s).

5. Interior Units: Unit Owners or their Occupants must not engage in any activities that could result in structural damage to the Unit and ultimately affect the structural integrity of the Unit(s). A Smoke Alarm/Carbon Monoxide monitor is required to be mounted in all bedrooms of each Unit. It is recommended by The Board of Directors that each Unit should have at least ONE (1) hand-held general fire extinguisher.

6. Exterior Surfaces: Owners or their Occupants shall not cause or permit anything to be placed on outside walls, doors or windows or roof(s) of the Buildings, and no signage, awning, canopy, shutter, new air conditioning/heating unit (except the already existing heating/cooling systems, radio, satellite dish, or television antenna) shall be affixed to or placed in, through, or upon the exterior walls, doors, windows, or roofs or any part thereof, without the prior written consent of the Board. Satellite dishes which are no longer in use by the Unit Owner or occupant must be removed at the Unit Owners expense. No fencing shall be built adjoining any Unit without the prior written consent of the Board. Exterior security lights are only permitted to illuminate a Unit's entrances/exits with prior written consent of the Board and the illumination beam must not be directed towards an adjacent Unit's windows/doors or penetrate inside. Security cameras, including interior as well as exterior cameras must be directed to view only the Unit Owners entrance/exit/windows. Such cameras will not be directed towards other Units so as to view or monitor neighboring Units movements to ensure privacy.

7. External Maintenance: Maintenance of the Common Areas is the responsibility of the Association. The Unit Owner is solely responsible for maintaining their Limited Common Area. A Limited Common Area is any area that an individual Unit Owner, (who has obtained prior written consent from the Board for an enclosed area), for their private use. The Unit owner is solely responsible for maintaining this area, with the exception of the infrastructure and exterior of the building. The Alamo Mission Condominium Association has no liability, if Owners choose to do their own maintenance. The Board highly recommends that Unit Owners employ

a Licensed Contractor certified to perform any work on their Unit such as swamp cooler maintenance. The Board recommends that Unit Owner(s) obtain their own individual property and liability insurance. Any use of a freestanding ladder which a Unit Owner deems necessary is at the Unit Owner's own risk.

8. Pets : No pet which weighs in excess of fifty (50) pounds shall be kept or otherwise maintained in a Dwelling Unit, whether owner or tenant occupied, without the prior written consent of the Board. No more than two (2) pets may reside in any one unit, without the prior written consent of the Board. Any Unit Owner who desires to keep a pet weighing in excess of fifty (50) pounds or desiring to keep more than two (2) pet(s) in a Dwelling Unit must first obtain the written consent of the Board. Upon application to the Board, the Owner shall provide in writing such reasonable information about the pet(s) as required by the board. No animal shall be kept, bred, or maintained for breeding purposes including for any commercial purposes. It is the responsibility of the pet owner to pick up and properly dispose of the animal's waste products. Such waste products shall never be allowed to remain in the Common or Limited Common (fenced) Areas. All dogs must be leashed and under control of the owner at all times when in the Common Areas. City Ordinances pertaining to animal control and welfare are applicable in all situations. The Board has the right at any time to request from the pet owner documentation pertaining to the health and licensing of any and all animals. Pet insurance is recommended as The Association and The Board are not liable for any incidents involving animals, such matters are solely the responsibility of the pet owner. A pet is defined as a cat or a dog. No livestock are permitted or can be classified as a pet. Any pet kept in violation of the Rules and Regulations adopted by the Board or causing or creating a nuisance or unreasonable disturbance after causing more than one (1) violation shall be permanently removed from the Property upon seven (7) day's written notice from the Board. HUD Rules may additionally be applicable to Unit Owners who rent to HUD applicants. However, The Association and The Board are not liable for any HUD violations or promises that a Unit Owner may include in any Unit Rental Agreement.

Assistance Animal: For purposes of this Section "Assistance Animal" is a dog that is individually trained to do work or perform tasks for a person with a disability. Nothing in the pet section of these Rules and Regulations shall prohibit a resident of a Dwelling Unit with disabilities from keeping an Assistance Animal in their Dwelling Unit. Assistance Animals are not pets and are not subject to breed/weight limits according to ADA Laws. Individuals with disabilities are required to abide by all other rules regarding their pets or assistance animals.

9. Nuisance. No noxious or offensive activity shall be conducted, in any Unit or in the Common areas or Limited Common areas (fenced areas) nor anything be done thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants. Unit Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or occupants in such a way as to be injurious to the reputation of the Condominium. Nuisance is also but not limited to dogs barking excessively or acting in an aggressive manner or from the odor from unattended animal waste. All local City ordinances pertaining to this subject will be adhered to.

10. Structural Integrity. Nothing shall be done in any Unit or in, on, Common Areas, or to the Limited Common Areas which will impair the structural integrity of the Building or any Common Areas or which will structurally change the Building or any Common Areas, except as is otherwise provided herein. Unit Owners shall not do any work which would jeopardize the

soundness or safety of their Property, reduce the value thereof or impair any easement or hereditament without first obtaining, in every such case, the consent of seventy-five (75%) percent in interest of all the Unit Owner(s). Nothing shall be altered or constructed in or removed from the Common Areas, except upon written consent of the Board. No attachments of any kind will be permitted on the Condominium walls or roofs such as attached ladders, exterior lighting, security cameras and satellite dishes without prior written consent from The Board regarding placement and installation. Any use of a freestanding ladder which a Unit Owner deems necessary is at the Unit Owner's own risk. Owner's own risk and any personal injury or property damage incurred by a Unit Owner is their sole responsibility. The Association has no liability. The Board highly recommends that Unit Owners employ a licensed contractor certified to perform any work on their unit such as swamp cooler maintenance. Exterior security lights are only permitted to illuminate a Unit's entrances/exits with prior written consent of the Board and the illumination beam must not be directed towards an adjacent Unit's windows or penetrate inside. Security cameras, including interior as well as exterior cameras must be directed to view only the Unit Owners entrance/exit/windows. Such cameras will not be directed towards other units so as to view or monitor neighboring units movements to ensure privacy.

11. Unsightliness. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of litter, rubbish, debris and other unsightly materials which must be kept in receptacles provided for such purposes. No outdoor clothes lines may be erected, and nothing shall be hung or exposed on any part of the Common Areas.

12. Obstructions. There shall be no obstruction of Common Walkways entrances/exits or other portions of the Common Areas including steps leading to or Unit entrances/exits and windows nor shall ready access thereto be obstructed or impeded in any manner. Common Walkway, parking areas and other Common Areas shall be kept free from rubbish, debris, and other unsightly materials, and shall not be obstructed, littered, defaced or misused in any manner, and shall be used for no other purpose than ingress and egress from Units and the building in which the Units are situated. Every Owner, Occupant and other person shall be responsible for his personal property in any storage areas and in other portions of the Common Areas. Neither the Board or the Association shall be considered the bailee of any such personal property, nor shall either be responsible for any loss or damage thereto, whether or not due to negligence of the Board and/or the Association.

Any obstruction/personal property in the Common Areas included near entry doors in walkways can and will be removed by maintenance staff and/or contractors and disposed of without liability for loss on the behalf of the Association, their manager or their contractor. Items stored in unlocked personal storage areas are subject to removal and disposal. Owners are responsible to ensure their storage is secure and locked. The Association is not responsible or liable for theft of personal items from any locked or unlocked storage unit (s). Unit Owners or occupiers must report damage to the exterior of their unit which is not limited to the ability to secure the entrance door to the The Board in a timely manner for maintenance. The Board is not responsible for maintaining the interior of the storage units including but not limited to interior lighting.

13. Commercial Activity. Except as provided in the Declaration, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise

designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Unit. This prohibition shall also apply to the Common Areas unless prior written approval from The Board has been granted. Private Home Office, Working Remotely, Student Study Activities are exempt. Illegal activity is prohibited as defined by NM State Statutes.

14. Rental of Units. Unit Owner(s) or their agent are permitted to lease their unit as provided by the Declaration of the Condominium, the Association By-Laws and the Rules and Regulations. The Rules and Regulations are intended to supplement the provisions of the Declaration of the Condominium and Association By-Laws, and in the event of any conflict between the Rules and Regulations and the Declaration of Condominium or Association By-Laws, the provisions of the Declaration of Condominium and/or Association By-Laws shall prevail.

Unit Owners need to provide contact information of their Tenant(s) within five (5) business days to the Association at: alamomissionboard@gmail.com Information shall include:

- Name(s)
- phone number(s)
- email address(es)

**This information must be provided in case of an emergency situation.
Unit Owners are responsible for their Tenants; The Association has no legal responsibility to honor any lease agreement which may be in conflict with any and all Association documents.**

All existing lease agreements, rental agreements and occupancy agreements, or in the event of an occupancy by a person other than the Owner under an oral arrangement, then a written memorandum of the terms of the occupancy, must be submitted to the Association within five (5) days of the date of the adoption of this rule.

15. Sale of a Unit. Unit Owners are required to notify The Board of their intent to sell/transfer a Unit(s) in writing, by email, at alamomissionboard@gmail.com upon the listing of the Unit(s). The Fiscal Management Agency is permitted to charge a fee for processing and completing documentation pertaining to the sale according to New Mexico realty standards of practice.

The Sale of a Unit must, upon the sale, gift, or conveyance of the Unit, must notify any potential buyer or person taking title to that Unit of the Association Rules and Regulations with respect to the Non-Owner occupancy of Units.

In addition to all other remedies of the Association, in the event a Non-Owner Occupied Unit becomes 60 days or more delinquent in payment of its Association dues, as documented in the records of the Association, the Association may upon 30 days written notice to the Owner of the Non-Owner occupied Unit, revoke that Unit's right to Non-Owner occupancy.

16. "For Sale" and "For Rent" Signs.

"No For Sale" or "For Rent" signs, advertising or displays shall be permitted in the common areas.

*

17. Parking. All outside parking spaces shall be used for parking operable automobiles, motorcycles, and for no other purposes, subject to such reasonable rules and regulations as may be adopted by the Board. The Board may authorize such vehicles and items parked in violation of this provision to be towed and any such towing charge shall become a lien on the Unit Owner if he owns the vehicle or item or his Occupant owns the same. Inoperative, immobile, or junked cars and other vehicles may remain in the parking area for no longer than five (5) days without the prior consent of the Association. No such vehicle shall be parked or standing in front of a Unit unless such vehicle is the property of the Unit Owner or the Occupant.

No vehicle belonging to a Unit Owner, family member, visitor or guest, tenant or employee of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to another Unit Owner's parking spaces. All vehicles when parked on Alamo Mission Condominium property must park at right angles to the property/unit. No parallel parking will be permitted. Vehicles may only occupy one (1) parking space. Exceptions will be made for loading and unloading including disabled access. Violation of the parking rules the vehicle will result in fines be subject to towing and storing at the owner's expense.

18. Storage Units The Association is only responsible for the maintenance of the exterior door to the storage unit(s). The storage units are not secured, not insured by the Association and nor can the Association be held responsible for theft or damage of personal property stored within. Unit Owners are responsible for maintaining their own insurance.

19. Controlling Provisions; Interpretation. In the event there is deemed to be any conflict among the terms and provisions of these Rules and Regulations and the Declaration or the By-Laws, then the terms and provisions of these Rules and Regulations shall be deemed controlling, provided such Rules and Regulations are not a violation of the New Mexico Condominium Ownership Act. The words "Property", "Unit", "Unit Owner", "Common Expenses", "Common Surpluses", "Common Elements", and others are used in these Rules and Regulations as they are defined in the Declaration and the New Mexico Condominium Ownership Act.

20. No Hazardous or Flammable Materials. No Unit Owner or occupant shall store, nor allow any guest or occupant of the Owner's Unit, to store any hazardous material, pesticides, petroleum or other flammable products in any storage area upon the property. The display or discharge of firearms or fireworks on common and limited common elements is prohibited.

21. Code of Conduct. All Unit Owners and Occupants shall not engage in any behavior that could be deemed as disrespectful, aggressive, may not be used in a threatening manner on Alamo Mission property even if the owner has a legal license "open carry license", unlawful or dangerous. Firearms This is not limited to climbing on roofs for purposes other than accessing their own Unit, accessing the fixed ladders for any purpose other than accessing their unit, no climbing or walls or trees. Children must be supervised at all times when on Alamo Mission Condominium property and not left unattended in the common, limited common areas or in any vehicles at any time.

22. Fees for Violations of Rules. The Association shall impose the following fees, as special assessments against the Units violating the Rules and Regulations:

- **Pets.** \$200 per violation, for each pet in violation of the Rules and Regulations.
- **Nuisance and Other Rule Violations.** \$25 per violation.

Owners may apply for a hearing before the Board of Directors of the Association for abatement of any of the above fees, the granting or denial of which shall be solely within the discretion of the Board of Directors.