

Echo Lane Villas, Inc.

Homeowner Rules and Regulations

Last Revised: April 15, 2019

Effective: April 1, 2022

Pursuant to item number 5A "Board of Directors the By Laws of Echo Lane Villas, Inc., the following Rules and Regulations are established to assist the Board of Directors in maintaining the Echo Lane Villas, Inc. property.

Who is Responsible for Compliance with Rules and Regulations? Due to the fact the majority of condominiums at Echo Lane Villas are owned by investors, it is very important to all owners to ensure that tenants, in addition to owners, follow the Rules and Regulations established for the operation and protection of each Owner's interests and of the Association. Owners are responsible for their tenants. As owner of rental properties, tenants are the responsibility of the owner. These properties are NOT managed by the Association's Property Supervisor. The Property Supervisor's job is to supervise the Association's interest as a whole and not the individual owner's tenants. The Property Supervisor is employed by the Board of Directors. ANY violation of the Rules and Regulations by any Owner's tenant or guest will result in a fine to the owner. Owners are responsible for compliance with the Rules and Regulations and to take steps to ensure all tenants are made aware of these Rules and Regulations at the time a lease/rental agreement is executed. It is the owner's responsibility to ensure tenants are complying with all the Rules and Regulations of the Association at all times AND acknowledge in writing to the owner, a receipt of a copy of the most recent Rules and Regulations. **SORRY - NO EXCEPTIONS!**

1. CARPORTS: Carports will only be used for operating cars, operating pickup trucks, motorcycles and trash receptacles exclusively. Camper Shells on Trucks are considered RV and not permitted on the property. The occasional storage of other items will be permitted for a few days only, after which time such items must be removed or the owner will receive a fine. Ice chests and camping gear or exercise equipment are not to be left on the patio or carport areas. All trash items must fit in the trash receptacle or be hauled away by the Owner. Litter/trash in an area near a residence is the responsibility of the Owner of that condominium and the litter/trash must be picked up and removed. If the condominium is occupied by a tenant, it is still the owner's responsibility to make sure the area is free of trash and debris or litter. The landscaper is not responsible for cleaning up trash left by the owners/tenant/occupant

Each Owner or Occupant shall have the responsibility to keep in a neat, clean and sanitary condition any common areas serving his/her Condo including without limitation the driveway and back patios. The Owner of the Condo should promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible.

2. VEHICLES: Cars, pickups and motorcycles will be kept in carports or driveways. Absolutely NO parking on the rocks/and or/landscaping by the driveway. Vehicles are not to be parked so as to extend onto the sidewalk. The Hillrise Extension parking lot is provided for owners of those condominiums ONLY as those condominiums do not have driveways.

Only owners/tenants/occupants of the Hillrise Extension are entitled to the use of the extension designated parking area. There is one space per extension condominium and those spaces are clearly marked. There will be no parking of a vehicle in front of any of the extension condominiums at any time for any reason whatsoever as this area is for driving, fire and safety vehicle access. -

- IT IS NOT A GENERAL PARKING AREA. To do so by anyone, including guests, is a fineable offense to the owner. Any vehicle parked in this area is subject to towing without any further warning with the expense to be borne by the violator/vehicle owner. It is the owner/tenant/occupant's responsibility to make sure their guests are properly parked on the property. Extra parking is to be done on the street, not in someone else's parking space. At no time are Campers (or truck campers) or RV vehicles to be parked anywhere on the property.

3. CHILDREN: Children in the common area MUST BE supervised at all times by their parents or guardians. NO CHILD should be in the common area without adult supervision. This means an adult must be outside with the child (or children) at all times. If a child is injured, regardless of the severity due to a violation of THIS RULE, the parents, guardians and owners agree to hold Echo Lane Villas, Inc. Association and its Property Supervisor harmless. Incidents such as throwing rocks, damaging the sprinkler system, landscape, trees, shrubs or any of the premises will not be tolerated and the owner may be fined. NO ONE is permitted to climb on the gas meters, rock walls or fences, the roofs of any condo or service building or to remove the rocks from around the trees on the property. If children reside in the condo, toys must be picked up at the end of the day and removed from the courtyards, common areas and carports/patios.

Climbing on any of the landscaping or structural elements of this property presents a physical risk to the climber and a significant financial risk (liability) to the condominium owners who form the Association. The owner of the condominium whose residents/guests are observed in trees, on roofs or rock walls will be fined immediately by the Board in increasing amounts until the practice stops.

4. NOISE: Radios, stereos, speakers, TVs, parties, cars or any other noise-making devices are to be conducted with moderation and consideration of others. After 10:00 pm (or at the discretion of the offended party), persistent noise will be reported to the police. Any reports to the police are to be done by the offended party. The Board does not get involved with noise violations/complaints of excessive or disturbing noises. Reports may later be provided to the Board for determination of any violations.

5. USE OF THE COMMON AREA: Owners are responsible for the adherence of the encroachment laws of New Mexico. Owners are not permitted to install in any manner, any recreational or utility equipment in the common area such as swing sets, small swimming pools, basketball/soccer goals, barbecue grills or blow-up structures (bouncy houses/pools/structures) for parties nor permanently affect any item to the grounds (common grounds) anything to the ground (common area), the exteriors of the buildings, the air and to infinity. These represent a significant financial risk (liability) to the condominium owners who form the Association. Anyone who violates any of these restrictions will immediately be given a warning and/or be fined up to \$100.00, and the prohibited item must be removed immediately. It is the owner's responsibility to ensure that tenants/occupants and/or guests do not violate this restriction. NO VEHICLES OF ANY KIND ARE PERMITTED ON THE COMMON AREA GROUNDS AT ANY TIME FOR ANY REASON FOR ANY PERIOD OF TIME. NO EXCEPTIONS! Owners are responsible for their tenant/occupant/guest's actions or non-actions and will be subject to a fine of not less than \$100.00.

Owners have a legal vested ownership interest in a percentage of the common area – NOT THE ENTIRE AREA – and use of the common area could result in additional liabilities for all owners. Owners/tenants/occupants MUST notify the Property Supervisor of any contemplated use in

common area to prevent conflicting events (this is usually for a party or a gathering of people for an event) and must do so prior to the event occurring and must receive written permission from the Property Supervisor. FAILURE to secure permission will result in an automatic fine. This written Rule will be considered "notice" as owners have already been warned and no further warnings will be issued. To violate this Rule places the owner of a condominium in a "trespass/encroachment" situation.

Any abandoned or discarded personal property is prohibited from being stored, kept or allowed to remain for any period of time upon any portion of the Common Area. The Association may remove and dispose of personal property that is in violation of this provision.

Common sidewalks, driveways, entrances shall not be obstructed or used by an Owner or Occupant for any purpose other than ingress and egress from the Condo. Owners, Occupants, members of their families, or their guests, shall not use sidewalks or entrances as a play area. Children shall not be permitted to loiter or play on entryways or in any parking or driveway areas.

Any damage to the Common area caused by the Owner or a member of the Owner's family or their respective guests, or their tenants shall be repaired at the expense of that Condo's Owner. The moving of furniture in and out of Condos shall be accomplished only in accordance with the rules established by the Association. Any damage to the Common Area, including but not limited to medians, and all other landscaping, resulting from the vehicle moving or carrying articles to or from Condos shall be repaired at the cost of the Owner to or from whose Condo such moving or carrying occurred. Under no circumstance shall a vehicle drive on the grass in the common area.

The Association shall have the right to close, temporarily, any portion of the Common Areas for emergency, security or safety purposes or for any such other reasonable purpose with no prior notice to the Owners for a reasonable time to fix any issues.

6. RECOVERY OF FEES AND ASSESSMENTS: (Notice: This Rule/Regulation will be enforced under the provision of Article 14, Paragraph A, of the Declaration of Condominium, under the heading of "Remedies for Breach of Covenants, Restrictions and Regulations."). Each condominium owner is obligated to pay the monthly assessment against their condominium on or before the first day of each month for the period for which the assessment is made. A payment is considered paid when it is received by the Association. Any payment mailed will be deemed received on the date posted by the post office. Any payment postmarked after the first day of the month will be considered late and will receive the past due fee. There will be NO EXCEPTIONS to this rule. The Property Supervisor does not have the authority to remove any late fees; only the Board of Directors has that authority.

Any condo owner who fails to pay the assessment by the first (1st) day of the month for which the assessment is made will be charged an additional Twenty-Five Dollars (**\$25.00**) in late fees effective **May 1, 2022** . Any monthly assessment which remains unpaid by the owner for more than thirty (30) days after the date which the monthly assessment was due, will be subject to finance charges of Two Percent (**2%**) per month on the unpaid principal balance due,

retroactive to the date which the assessment first became due. This interest charge is in addition to any late fee or other charges assessed.

In the event any condominium owner fails to pay any amount due, the Board of Directors MUST take action to collect the debts owed the Association. The timing and nature of any such collection action will be left to the discretion of the Board of Directors on a case-by case basis, but no lawsuit will be filed or lien attached to the property to collect any assessment within ninety (90) days of the due date of the assessment. If, after written notice and a reasonable opportunity to cure, any condominium owner fails to make any payment due, the condominium owner will be liable to the Association for any reasonable charges, attorney costs and fees, expenses or other obligations incurred by the Association in collecting the amounts due, including attorney fees and taxes. The Property Supervisor has been instructed by the Board to turn over to the Attorney any outstanding monies due that is PAST DUE. This includes dues, fines, assessments, etc. that has been billed to the owner and is past due for ninety (90) days.

Any payments received by the Association, no matter how designated, will first be applied against any accrued interest, late fees or any other charges, and any amount remaining thereafter will be applied against the principal balance due and then to any current assessments.

7. FRONT PATIOS: Only appropriate patio furniture, grills or plants may be kept in the condo's front patio area. Boxes or equipment of any kind cannot be stored in this area, except when people are moving in or out, and then the patio must be cleared within ten (10) days. Ice chests, exercise equipment cannot be left on the front or back patio. Violation of this Rule is subject to the owner being fined, if not corrected within the period of time allowed. If there are unacceptable items remaining on a carport/patio area after ten (10) days, the owner will be given a warning with the fine to follow if the area is not cleaned up within twelve (12) days.

8. SIGNS: Except for the placement of "For Rent" or "For Sale" signs by owners or their designated agent, no political advertising or business signs may be posted in the common areas in front of or in back of the condominiums, in windows, on roofs, doors or gates of the condominiums.

9. DOGS, CATS AND OTHER PETS: Notice: **OWNERS ARE NOT PERMITTED TO LEASE OR RENT TO PERSONS WITH PETS SUCH AS DOGS OR NO MORE THAN TWO (2) INDOOR CATS AT ANY TIME.** OWNERS will be subject to a fine of \$500.00 if they rent to anyone with a pet who violates this Rule. This also includes any guest of an owner or tenant that have pets that violates this Rule. **No Dogs are Allowed**, except as stated herein. OWNERS will receive no further notice. The only exception is a tenants' animal covered by the Americans with Disabilities Act. The Property Supervisor must be provided with the proper documentation that the animal is a "service animal" and not a "pet" at the time the property is rented/leased and prior to occupancy. Providing this documentation at a later date will not prevent Owner from being fined. This information must be provided to the Property Supervisor no later than when the tenant physically moves into the property. Owners are responsible to see that all droppings of waste for any permitted animals are picked up and properly disposed of immediately for their pets.

If an OWNER has a pet, it will be kept in the owners' home except for purposes of exercise and elimination, at which time the Owner must be present with the animal. When in the common area, pets will be kept on a leash at all times and their droppings will be picked up immediately and disposed of by the owners. Pets will not be kept on chins or other tethers in the common area at any time.

No Owner of a Condo may keep more than the allowed pets by the Association and are not considered to have a dangerous propensity and the ownership of such pets complies with the city ordinances of Las Cruces, New Mexico. Pets may not be left unattended outdoors or kept unattended outdoors, including on any patio. All pets must be kept on a leash and be under the physical control of a responsible persons at all times while outside the Owner's Condo and anywhere on or about the Common Areas. The owner of the pet must property remove any feces left upon the Common Areas by the pets. Any damage to the Common Areas caused by the Owner's pet shall be repaired at the expense of that Condo's Owner. The Owner shall be responsible for pet noise control at all times so as to maintain peace and quiet for all Owners or Occupants and so as not to constitute a nuisance.

10. ANTENNAS: *Antennas/satellite dishes of any kind or other objects may not be placed on the roofline or the fire wall or any part of the building.* If this Rule is violated in any way, the owner of the condominium will be assessed a fine and be required to pay any and all expenses incurred in the repair of the roof and removal of the object. Satellite Dishes may be installed ONLY in the owner's front patio area on a tripod. NO Satellite dish may be installed in the common area. This could create a liability for the entire membership of the Association. ANY violation of this will immediately subject the OWNER to an automatic fine of \$250.00 plus the expense of removal and repair to the roof. NO HOLES of any kind from nails, screws or any other object is to penetrate the metal roof or any portion of the building.

11. WATER USAGE: Washing of cars is permitted, however, the hose must have an adjustable nozzle affixed. Watering of plants must be done with a sprinkler or soaker hose. Failure to comply will result in a fine. The Property Supervisor will call owner at the phone number on file to notify them of any unrepaired water leaks, such as leaking cooler condos or other means of wasting water. If no answer, a message will be left (if possible). If no response from the is received from the owner within (4) four hours, the Property Supervisor will take proper action to have the water leak repaired and the owner will be responsible to pay any and all expenses to make necessary repairs as well as a fine. Owners are responsible for any water damage that is caused by water leaking from the evaporative cooler and damages to the roof. Damage to the exterior or roofs of any condominiums caused by water leaks of any kind will be repaired and the cost will be billed to the owner of the damaged condominium(s). Damage caused by a tenant/occupant is the responsibility of the owner. Owners are the responsible recipient of all fines.

12. TRASH RECEPTACLES: Trash receptacles must be returned to the carport NO LATER THAN 8 AM ON the day following trash pickup. After 8:00 AM, owners will be subject to a fine. All receptacles should be kept on the carport. If the condo has a garage, then the receptacle should be kept on your patio...not in the common area.

13. AUTOMOBILE MAINTENANCE AND WASHING: No extensive repairing and/or extensive maintenance of any vehicle is allowed on Echo Lane Villas property or in front of the condominiums. ABSOLUTELY no oil changes are permitted at any time. NO inoperable vehicles are permitted on the property at any time. A water-saving nozzle must be used at all times when washing cars. An open hose is not permitted at any time for any reason.

14. OWNERS: If you have a Property Manager, they should be familiar with the Rules and Regulations of the Association. As the owner, you are ultimately the one responsible for enforcement of and following the law of the New Mexico Tenant Relationship Act as well as your Property Manager under New Mexico law.

15. FINES: Any fine not defined above is \$50.00. All Owners are expected to know and abide by all Rules and Regulations and to make sure tenants/occupants/guests are aware of these.

For all violations except for No. 9 and No. 10, owners will be notified and given five (5) days for the violation to be corrected. If not corrected within that time period, the owner will be charged with the fine without further notice. Should the violation persist or should a repeat violation for the same occurrence be repeated, the owner can expect the amount of the fine(s) to increase as decided by the Board of Directors depending on the severity of the fine and on a case-by-case basis.

For No. 9 and No. 10, these fines are immediate. Owners have the responsibility to make sure tenants/occupants/guests does not have a pet that violates the Rules and Regulations. Owners MUST not rent/lease to anyone with a pet. Make sure any animal is not covered under ADA or HUD. It is ALSO the owner's responsibility to make sure tenant does not have a satellite dish installed on the building or in the common area. Antennas are only allowed in the exclusive area which is the front patio of each condominium. Please put these two (2) things in your lease to protect yourself. If a tenant violates either of these rules, you can collect the fine from your tenant.

An Owner's property is only the areas designated as for your "exclusive" use. This means your carport and front patio area. It does not include the area in front of the patio, on the sides of the condominium or any other part of the common area. Satellite dishes are not to extend into the common area. This area does not belong exclusively to owners and most of all, it exposes the association members to liability in case someone fall and be injured or worse yet – be bitten by a dog.

16. CLOSING/SALES: Owners are required to notify the Association in writing of the sale of the Owner's Condo and the name and telephone number of the new Owner at or before the sale to the new Condo Owner is completed. No exceptions.

17. AIR CONDITIONERS: The repair, maintenance of each Condo's heating, air-conditioning systems shall be the sole responsibility of the Condo's Owner. Any damage to the metal roof will be repaired and billed to the Condo's Owner.

18. FIREARMS AND FIREWORKS: The display or discharge of firearms or fireworks on the Common Areas is prohibited.

19. PEST CONTROL: Pest control within the Condos is the responsibility of the Condo's Owner.

20. SECURITY/SAFETY: The Association may, but shall not be required to, provide measures or take actions which directly or indirectly improve safety. The Association shall not in any way be considered insurers or guarantor of security within the property.

21. PROCEDURES AND ENFORCEMENT: Separate collection procedures, including notice of alleged violations and the opportunity to be heard, shall be implemented by the Association for enforcement of Rules and Regulations. Such collection procedures are a part of these rules. All fees and charges imposed by the Association and all costs incurred by the Association in enforcement of these rules and regulations, including but not limited to the cost of any corrective actions, shall constitute assessments enforceable against Owners pursuant to the provisions of the Declaration. The Association shall have the authority to take any remedial action it deems appropriate in the event of a violation of these rules and regulations, the Bylaws, the Declaration

or the Articles. The foregoing Rules and Regulations are subject to amendment and to the promulgation of further regulations.

No failure by the Association to insist upon the strict performance of any term or provision contained in the Rules and Regulation shall constitute a waiver of any such terms or provision unless such waiver is made in writing the Association. Any waiver of a breach of a term or provision of these rules and regulations shall not prevent a subsequent act, which would have originally constituted a violation under these Rules and Regulations, from having the effect of a violation or prevent the Association from exercising all of its right and remedies under the Declaration the Bylaws or these Rules and Regulations.

22. PENALTIES AND FINE SCHEDULE: In performing daily duties, the Property Supervisor is unrestricted in applying a wide range of options to solve problems. However, at a point when an Owner's violation of the rules is blatant, serious or persistent, the Property Supervisor is empowered to implement in the sequence in the Table below, a Schedule of Penalties and Fines. NOTE: Under no circumstances will this schedule be imposed in lieu of sound management.

23: PROCEDURES: The Property Supervisor will determine if an Owner's violation of rules is significant enough to warrant a fine. If yes, a formal notification letter of intent will be provided to the alleged violator. The letter will contain:

- A. Details of circumstances warranting insurance of the letter;
- B. Explanation that the notification is a formal recognition of the FIRST OFFENSE (Or SECOND or THIRD) noted in which the Owner violated a specific Rule or Regulation.
- C. Advice of intent to impose a fine or penalty after 10 days.
- D. An explanation that the accused has a right to be heard before the Board of Directors, depending on a written request which explains on what grounds the appeal will be made.

24. SCHEDULE OF PENALTIES AND FINES:

FIRST OFFENSE: A warning letter is issued. If not corrected within ten (10) days after being notified of intent to impose a penalty, the violator will be issued a formal letter of admonition including a specification of committing a FIRSE OFFENSE, to the effect that the next violation will result in a fine of \$50.00.

SECOND OFFENSE: Ten (10) days after notification of intent, a \$50.00 fine will be imposed on the violator by a letter which specifies commission of a SECOND OFFENSE.

THIRD OFFENSE: Ten (10) days after notification of intent, the violator will be directed by letter, specifying commission of a THIRD OFFENSE, to appear before the Board of Director which will determine (1) a monetary fine, not to exceed \$500.00, appropriate to the circumstances, and (2) further penalties.

RIGHT OF APPEAL: In all cases the accused has the right of appeal and must be afforded a right to be heard before the Board of Directors-before a fine is levied or penalty is effective. No later than 10 days after receiving a letter of notification that a fine or penalty may be imposed, the alleged violator may indicate that an appeal will be made- and must include details to support the appeal.

JUDICIAL ACTION: If a fine is imposed or an owner results in legal action in a court of law in the State of New Mexico, the prevailing party shall be awarded all fees, court costs and attorney fees.

IMMEDIATE FINES:

A. As shown in item 9 there is an immediate fine of \$500.00 if the Owners rent to any tenant that has a Pet. Owners should be very aware of and ensuring they are not renting to a tenant that has a pet.

B. There is an immediate fine of \$250.00 as shown in #10 (Antennas) It is the Owners responsibility to ensure tenants do not install a satellite dish on the roofline or the fire wall or any part of the building. Satellite dishes must be installed on the ground or on a tripod in their patio area only.

CONSEQUENCES OF TARDINESS IN PAYING FINES: If the fine or penalty is still applicable after an appeal has been made by the Respondent then acted upon by the Board, the violator must comply within seven (7) days of the Board's decision. Exceeding this limit will require an addition \$25.00 fine applied for each day thereafter.

25. USE OF CONDO: No Owner or Occupant of a Condo may use or allow the use of the Condo or any portion of the Condominium at any time or in any way for the purpose which may endanger the health or unreasonable annoy, or disturb, or cause embarrassment, discomfort, or nuisance to other Owners or Occupants.