

# Holiday Park Homeowners Association

## Resident Handbook and Rules and Regulations

Revised 2022  
Amended January 18, 2023

Welcome to Holiday Park community! We look forward to getting to know each of you through Community events and in-and-around the neighborhood. We invite and encourage homeowners to attend the Business and regular Board meetings.

The purpose of our Townhouse Association is to maintain, repair and/or care for the Property and assets of Holiday Park Townhouses for the mutual benefit of all Owners. Your cooperation is essential to accomplish these purposes; and common sense and consideration for your neighbors are the keys to its success.

Each Owner should have received a copy of the Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions (CC&R's), Bylaws for the HOLIDAY PARK HOMEOWNERS' ASSOCIATION, which are the governing documents. Please become completely familiar with these publications, since they set forth in detail the rights, duties, and obligations of each Owner. In case of conflict the CC&Rs shall prevail.

This handbook has been compiled for you by our Association to outline the operation procedures of the Association and to provide other information about your Association's Property. PLEASE 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 a copy of the Association's documents, please contact the Management Company (during normal business hours) or send an email.

We sincerely hope that together we can enhance, improve, and continue to build a great community that all Homeowners can enjoy.

The Holiday Park Townhouses HOA Board

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## **IMPORTANT INFORMATION**

**CLUBHOUSE ADDRESS:** 3938 Peggy Road SE, Rio Rancho, NM 87124

**COMMUNITY ADDRESS:** Holiday Park HOA  
P. O. Box 45960  
Rio Rancho, NM 87174

**EMERGENCY:** Dial "9-1-1"

**MANAGEMENT COMPANY:** Corder & Company  
2207 Golf Course RD SE  
Suite B  
Rio Rancho, NM 87124  
505-896-7700  
Website – [corderandcompany.com](http://corderandcompany.com)

**FIRE DEPARTMENT:** Dial "9-1 -1 for Emergency Response  
Non-Emergency: 505-891-7226  
2810 Southern Blvd SE Rio Rancho, NM 87124

**POLICE DEPARTMENT:** Dial "9-1-1" for Emergency Response  
Non-Emergency: 891-7226  
500 Quantum Road NE, Rio Rancho, NM 87124

**LIBRARY:** 950 Pinetree SE Rio Rancho, NM 87124  
505-891-5013

**PUBLIC SCHOOL:** Rio Rancho Public Schools  
500 Laser Rd  
Rio Rancho, NM 87124  
505-896-0667

**POST OFFICE:** 900 Pinetree Road  
Rio Rancho, NM 87124

**ANIMAL CONTROL:** 3441 Northern Blvd NE  
505-891-7237

**ELECTRICITY/GAS:** PNM 505-246-5700 NM Gas Co 505-697-3335

**REFUSE:** Waste Management: 402 Industrial Park LP NE  
505-892-1200

## **SAFETY AND PREPARDNESS**

Upon taking occupancy, every Owner or resident should be aware of the following: Smoke Detector is working properly, dryer lint trap is clean to prevent fire, kitchen stove exhaust fan is clean and grease free, if there is a Carbon Monoxide tester, make sure it is working properly. Every unit should have a fire extinguisher.

Familiar yourself with the area around your home. An electric box is on the wall outside the storage room, and it should be clean and properly labeled.

If the smoke detector is emitting a constant loud alarm signal, exit the residence immediately and call 911.

**EMERGENCY NUMBER FOR FIRE, POLICE AND PARAMEDICS IS 911.**

Report non-emergency problems or safety hazards to the Management Company.

### **WATER SHUT-OFF LOCATIONS**

It is important that each family member be aware of the location of the water shut-off valve for your home. We recommend that you periodically test them to make sure they are functional.

The main water shut off valve for your home is generally found in the bathroom closest to the front of your home, underneath the sink, but it may be in another place, such as a closet.

If this valve does not shut the water off in your home, you should call a plumber to repair it. In this event, it will be necessary to shut off water to the entire building. You or your plumber should contact the Association four days in advance of the scheduled shut-off so we can assist you in scheduling the shut-off with the other homeowners in your building.

## **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 four (4) individuals elected by you. Board Members must be members not subject to any kind of suspension. Board Members are elected to a staggered three-year term. If any Owner wishes to be nominated for election to the Board, the member shall submit their names to the Board by the first day of May of each year.

### ***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.

### ***SEMI-ANNUAL MEETING OF UNIT OWNERS***

The Association holds general membership meetings twice a year. These meetings will take place on the third Wednesday in January and June of each year. Owners will be notified in writing in advance of the 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. To conduct official business at these Meetings, a quorum of Owners must be present in person or proxy. A quorum is present when 20% Unit Owners are present. Annual operation budgets are ratified at the January 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 Management Agent a minimum of five days in advance of the meeting. Contact the Management Agent for the date and location of the next Board Meeting.

### ***FINANCIAL STATEMENTS OF THE ASSOCIATION***

A copy of the financial statements of the Association may also be obtained by contacting the Management Company in writing. They may also be reviewed in the office of the Management Company during regular business hours, please call for an appointment.

### ***HOW TO BE ACTIVE IN YOUR COMMUNITY***

Homeowner participation in HOLIDAY PARK 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.
- Attending a Board Meeting or two.
- If Committees are formed, consider serving.
- Be active in Neighborhood Watch.

### ***MAIL DELIVERY***

Holiday Park has groups of community mailboxes. These mailboxes are called Neighborhood Box Units (NBU's). They are the property of the U.S. Postmaster. Please contact the local post office to obtain information regarding which box belongs to your home, request keys, or report malfunctions with your box.

### ***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. Regular assessments are called Association Fee payments, and are due in periodic installments annually, semi-annually, or quarterly. Prompt payment of Association Fees is appreciated so the Association can pay its bills in a timely manner. Payment due dates, Annual January 31<sup>st</sup>, Semi-Annual January 31<sup>st</sup> and July 31<sup>st</sup>, Quarterly January 31<sup>st</sup>, April 30<sup>th</sup>, July 31<sup>st</sup>, and October 31<sup>st</sup>. If there is a financial need call the Management company to set up a payment plan.

Fees are collected to pay the operating expenses of our Association and to build reserves for the eventual replacement Association property. Assessments cover the following expenses: maintenance and repair of the streets and drives, common landscaping, signage, sidewalks, common area lighting fixtures, common area electricity, insurance, management, clubhouse expenses, and property taxes.

### ***ASSOCIATION FEE PAYMENTS***

Payments should be remitted by check or money order payable to Holiday Park Homeowners Association. Payments may be mailed to the Management Company or made online at the Management Company website.

### ***LATE CHARGES***

Association fee payments are considered late if not received on or before the 1<sup>st</sup> day of the period they are covering. Such assessment shall, together with interest at the rate of 10% per annum thereon and costs of collection, including reasonable attorney's fees.

***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 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.

***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 shall procure and maintain a policy or policies of the following: 1) all-perils casualty insurance for all parts of the Common Areas within the Property, except those areas which are normally excluded from such coverage, 2) Public Liability Insurance, insuring the Association, members of the Board, agents and employees of the Association, and the Owners against all liability to the public or to any of the persons mentioned immediately above. 3) Workmen's Compensation insurance to the extent necessary to comply with any applicable law. Owners of individual Lots shall be responsible for procuring and maintaining a policy of all-perils casualty insurance for property damage covering all improvements with and upon the Owners Lot, except those areas which are normally excluded from such coverage, such as land, foundations, and excavation, but including all portions of party walls and party fences which support the improvements upon the Owner's Lot, or which border the Owner's Lot.

**Losses caused by failure of items within the homeowner's unit that cause damage to their unit and or that of their neighbors will not be covered by the Association's Master policy.**

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

## **ADDITIONS, ALTERATIONS, OR IMPROVEMENTS -BOARD REVIEW**

Living in a planned community such as Holiday Park offers many privileges. It also involves certain restrictions. To preserve the value, desirability, attractiveness and architectural integrity of Holiday Park, restrictions are placed on changes to the community.

Pursuant to the CC & R's Article III, Section 4, No owner, resident, tenant, or any other occupant may make any structural additions, alterations, or improvements to any Unit, including the repainting of the exterior of unit without being approved in writing by the Architectural Control Committee and any such alterations and additions shall conform in architecture, material and color to the dwelling as originally constructed upon the Lot. These areas also include common areas (landscaping, building walls, roofs) and limited common areas (patios and porches).

The purpose of this approval process is not to restrict individual creativity or personal preferences, but rather to assure the overall continuity of design to preserve and improve the appearance of your neighborhood and the Holiday Park community.

**The Architectural Control Committee shall be made up of three homeowner volunteers.**

### **BEFORE BEGINNING ANY ADDITION, ALTERATION, OR IMPROVEMENT:**

- The Owner needs to check with the Management Company to determine whether a submittal of a Request for Design Approval is Board is required.
- If your improvement plans are required to be submitted to the Board, you must file a Request for Design Approval application with the Board. Any alterations requiring approval by the City of Rio Rancho should be submitted to the appropriate Division of the City of Rio Rancho prior to any ACC Committee application. Failure to obtain the approval of the Board 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.
- Unless a written Guideline has been issued, a Request for Design Approval must be submitted, even if the identical improvement may have been previously approved for a neighboring property owner. During an evaluation of a Request, the Board must consider the characteristics of the Residential Unit and the individual site on a case-by-case basis. Furthermore, in making its decisions, the Board may be called upon to consider and balance conflicting interests of parties who would be impacted by such decisions.
- The Architectural Control Committee has thirty days from receipt in which to consider a written Request from an Owner.
- Once a Request for an improvement has been approved by the Board, the plans must be followed as approved if constructed. Any modification to the approved plans must receive Board approval prior to construction.

- The Board is not responsible for approving the means or methods of the installation or construction of any improvement. This is the sole responsibility of the individual Owner. After approval from the Board and prior to beginning any construction, the individual Owner must locate all existing below grade utility lines, such as gas, electric, cable and water (if applicable).
- Upon completion of the approved work, the Owner shall submit to the Architectural Control Committee a Notice of Completion within two weeks of completion. This allows the Association the opportunity to inspect the improvement for compliance with the approved Request and submitted plans.
- Forms for submission of Requests for Design Approval can be obtained from the Management Company.

### **GUIDELINES**

The Association may adopt Guidelines that define the standards acceptable for treatments of specific improvements. A copy of the Guidelines can be obtained from the Management Company. In cases where a Guideline has been issued for an improvement, the Owner may proceed with the work without submitting a Request for Design Approval, if the Guideline is followed exactly.

Should the Owner desire any deviations from the Guideline, a formal Request for Design Approval must be submitted in accordance with the policy above.

Upon completion of the improvement in accordance with the Guideline, within two weeks the Owner shall submit to the Board a Notice of Completion. This allows the Association the opportunity to inspect the improvement.

In the event an owner is cited for non-compliance of a repair issue, the owner will be granted 30 days to complete the necessary repairs, (weather permitting).

If an owner is making changes to a party wall, he/she will be responsible for the entire party wall.

### **Satellite Dishes:**

- Satellite dishes may be installed on the roof, parapet, building walls. Satellite dishes may be attached to concrete patio slabs, walls or fences. The Association prefers the dish be small and gray.
- Satellite dishes MAY be mounted on a tripod or stand placed inside the patio. Satellite dishes may also be mounted on a roof-top tripod, on an appropriate pad to prevent damage to the roof surface. The tripod or stand shall be appropriately weighted.

**Walls and Fences:** If a property owner wishes to have a wall or fence installed, approval must be secured from the ACC prior to construction. As a guideline, fences must be constructed of block stucco (El Rey Stucco Straw 122), black wrought iron or durable vinyl (color choices: tan, cypress, or sand). Fencing over 48” high must have a gate or opening for safety. Special consideration may be granted to apply a sunscreen netting to a fence.

**Exterior Lights:** Homeowners may install light fixtures with or without motion/light sensor. The exterior light posts located within the planter boxes are the responsibility of the individual homeowner. These lights **must** always be functional. Exterior post lamps **must** be installed and maintained with a ten (10) inch white acrylic or ten (10) white polycarbonate neckless globe. Post lamps may have a white or blue bulb only. Globes and other lighting accessories may be found at [www.lamppostglobes.com](http://www.lamppostglobes.com), Lowes or Home Depot.

**Landscaping at Front Doors:** Homeowners may plant any plant material in the ground outside of their enclosed patio area. If homeowners plan to have potted plants, then the pots must contain living plant material during the growing season. Pots must be removed by the seller upon sale of their unit.

**Exterior Decorative Items:** The Board of Directors reserves the right, based on a majority Board vote, to require the removal of exterior objects that it finds inappropriate on behalf of the community. Birdfeeders shall not be placed on or in the common areas. Homeowners may have one bird feeder in their patio area. Be aware however, that birdfeeders attract troublesome rodents. Birdfeeder areas must be kept clean and sanitary. Do not put bread scraping outside as this can also attract rodents.

Holiday lighting is allowed on the exterior of the unit for a period not to exceed forty-five (45) days. Except for the December Holiday when it may be allowed for sixty (60) days. Thanksgiving through January 6<sup>th</sup>.

**Paint Colors:**

Trim Paint: Lowes American tradition, “Cabin Plank 2011-10”  
Stucco: El Rey Stucco – 122 Straw

**Roofing Shingles:** Owens Corning – Algae Resistant Laminate Architectural Roofing Shingles – Desert Tan, Brownwood, or Aged Cedar.

# **RULES AND REGULATIONS**

## **ARTICLE I GENERAL INFORMATION**

**Section 1.1 - Introduction.** Please read the Holiday Park Rules and Regulations carefully. The rules and regulations contained herein are issued by the Association Board as authorized by the Governing Documents of the Association (Articles of Incorporation, Declarations, Bylaws). This is a supplement to the Holiday Park Governing Documents. In the event of any conflict between these Rules and Regulations and the aforementioned documents, the provisions of the Governing Documents shall prevail. The Association also falls under the jurisdiction of the City of Rio Rancho, County of Sandoval, State of New Mexico, and all ordinances and codes apply.

**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 enjoyment without annoyance or interference from others, subject to the governing documents.

**Section 1.3 - Changes in Rules and Regulations.** The Association 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 THESE RULES AND REGULATIONS TO THEIR TENANTS AND HAVE TENANT SIGN A STATEMENT THAT THEY HAVE RECEIVED AND AGREE TO THIS RULES AND REGULATIONS.** 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 by the Board. The Management Company acting on behalf of the Association has been instructed by the Board to require the compliance of persons on the HOLIDAY PARK HOMEOWNERS' ASSOCIATION property with the provisions of the Rules and Regulations and the CC&R's.

**Section 1.5 - Violations of the CC&R's and the Rules and Regulations:** It is the right and duty of each resident to report violations in writing to the Board or its appropriate Committee through the Management Company. Indications of 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 will have a lien attached.

## **ARTICLE II ADMINISTRATIVE RULES**

**Section 2.1 - 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 2.2 – Complaint.** Any formal complaint regarding the actions of other Owners/ Residents, operation of the property, or Management, must be made in writing to the Association.

**Section 2.3 - Complaints about Rules & Regulations Violations.** The complaint must state (I) the name of the person making the complaint; (II) the rule violation he or she wishes to complain about; (III) the date and time of the violation; (IV) the address of the unit occupied by the violator. If the violator requests a hearing the person making the complaint may be called to address the issue to the Board of Directors.

**Section 2.4 - Enforcement.** Except in cases where damage or injury to persons or Property is imminent because 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 or emailed to the alleged violator to the address of the Lot owned by such person, unless the Association has previously been notified in writing to use some other address.
- c) The violator shall be given thirty (30) days from the date of mailing to correct the violation, (weather permitting) or submit a plan of action to the Board of Directors.
- d) The Notice shall describe (I) the nature of the alleged violation; (II) the proposed sanction to be imposed; (III) a period of not less than ten (10) days within which the alleged violator may present a written request for a hearing to the Board of Directors; and (IV) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice.

- e) Sanctions will be imposed as follows for violation of the Governing Documents.

1st Violation Notification: A courtesy letter will be sent.

**NOTE:** You will have 30 days to correct the problem or 10 days to request a hearing before the Board. If not resolved, a fine will be assessed.

2nd Violation Notification: A fine of \$25.00 will be added to the owner's account.

**NOTE:** If after 45 days of 1<sup>st</sup> notification the problem is not resolved an additional fine will be assessed.

3rd Violation Notification: A fine of \$50.00 will be added to the owner's account.

**NOTE:** If after 60 days of the 1<sup>st</sup> notification, the problem is not resolved, an additional fine will be assessed.

4th Violation Notification: A fine of \$100.00 will be added to the owner's account.

**NOTE: At this time, the Board may authorize on (1) or two (2) options. Option 1:** Hire a maintenance company to resolve the issue and the cost will be assessed to the owner. **Option 2:** Authorize legal action. The prevailing party shall be entitled to recover costs and expenses including reasonable attorney fees.

**NOTE:** However, if the violation is deemed hazardous, immediate attention is required. If not taken care of within 15 days of the notification, the Board may hire a maintenance company to resolve the issue and the cost will be assessed to the owner. (This option is allowed per CC &R's Article 8, Section 2)

- f) Hearings: If a hearing is requested within the allotted ten (10) day period, the hearing shall be held before the Board of Directors in executive session at the Boards 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.

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

- a) Names of occupants, telephone numbers, emergency contact information.
- b) A mailing address for notices if it not the Unit address.

**ARTICLE III**  
**USE OF UNITS AFFECTING COMMON ELEMENTS**

**Section 3.1 - Occupancy Restrictions.** Each Residential Unit shall be used for residential purposes only.

**Section 3.2 - Commercial Use.** Conducting a business of any kind on the premises is forbidden, unless approved **in writing in advance** 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 inside or outside the Residential Unit, hazardous waste, or increased consumption of water/sewer/ refuse.
- h) 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.
- i) Approval through the City of Rio Rancho
- j) No other use shall be allowed except as specifically permitted by a local ordinance.

**Section 3.3 - 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 3.4 - Maintenance of the Unit by the Unit Owner.** Each Owner shall have the sole obligation for maintaining and repairing the Owner's Residential Unit and the fixtures, equipment, and appliances designed to benefit/support solely his unit, whether located in his unit or not (i.e., rooftop heating/cooling equipment). 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, unit entry doors, and roofs. 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 Board. Exterior stucco and fascia shall be kept in good condition. Any repairs of stucco shall be done in the stucco color of the Association.

**Section 3.5- 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 necessary repairs. To reduce the risk of fire and flooding to other units, as a preventative measure, homeowners shall:

- a) Replace the unit hot water heater when the hot water heater is fifteen (15) years old.
- b) Replace the battery in their smoke detectors annually and assure their fire extinguishers are operational.
- c) It is the owner's responsibility to maintain the landscape appearance in front and rear of their Unit. All growing material shall be kept trimmed so as not to interfere with the use of sidewalks. Weeds on the Unit property shall be kept to a minimum, in accordance with the City of Rio Rancho Weed Ordinance.

**Section 3.6 - Water Waste.** Owners shall keep their plumbing fixtures in good repair and condition to prevent water waste.

**Section 3.7 - 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 fully operational order. Dryers shall have lint traps to prevent lint from accumulating in duct work. If stove fans have grease traps, traps shall be cleaned as often as necessary. Toilet water supply hoses shall be checked periodically to assure they are in good condition. Barbecue grills shall be used carefully within a patio area only, and under the constant supervision of a responsible party. Ashes and coal shall be disposed of properly and not in the common areas or the Waste Management Trash Containers.

**Section 3.8 – 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 3.9 - 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 Townhouse, 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 6 months are allowed.
- c) No Owner may lease a Townhouse 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 OF THE TENANT.

#### **ARTICLE IV USE OF COMMON ELEMENTS**

**Section 4.1 - 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 ail 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 4.2 - Association Property** Your Association employs a property management consultant whose duties are to operate, control and maintain the Association's Common Area,

landscaping, and outdoor lighting. ***Any problems with Association Common Area should be reported to the Property Management Company.*** Owners, residents, and tenants shall not alter any landscaped areas surrounding such Owner's Residential Unit, which are Association Common Property to be maintained by the Association.

**Section 4.3 - 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 and repair the roadways, sidewalks, common area lighting, and common landscaping.

**Section 4.4 - Storage.** Storage of materials such as barbecue grills, bicycles, etc. in common elements is prohibited. These items shall be stored in the Owner's patio area.

## **ARTICLE V ACTION OF OWNERS AND OCCUPANTS**

**Section 5.1 - 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 make, continue to make or cause to be made, any loud or unusual noise which either annoys, disturbs, injures, or endangers the comfort, repose, health, peace or safety of others.

**Section 5.2 - Noise.** Nothing should be done that disrupts the community's tranquility or interferes with the quiet enjoyment of other occupants. Radios, stereos, televisions, musical instruments, party activities, car horns, repeated false alarms from car alarms and other noise sources must always be restricted, to a level that is not disturbing to other residents. If such sound can be heard 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 Association 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 TVs, radios, and stereos and animal noise be kept at levels that will not disturb neighbors.
- c) The felt pads installed on cabinet doors and drawers are to be replaced by the Owner as needed.
- d) Noise disturbances are subject to interpretation under the City of Rio Rancho 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 7:00 am. should be reported to the Rio Rancho Police Department, and then to the Management Company the next business day.
- h) If noise problems persist, the Association may, after notice and an opportunity to be heard, assess a fine(s) against the offending unit owner. Units' owners and the Association may seek additional relief by court actions, with the prevailing party receiving its attorney fees.
- i) Please be considerate of those living close to you and keep noise levels as low as possible.

**Section 5.3 - Clotheslines.** No exterior clothesline shall be erected or maintained within the community.

**Section 5.4 - Signs.** No advertising signs of any kind are allowed within the common areas. Signs within the owners property are allowed, but only one of not more than five square feet "For Rent" or "For Sale" sign per Lot, shall be erected, placed or permitted to remain on the Properties whatsoever without the advance written permission of the Board, 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 Association Board as to suitability; (c) signs posted by the Association to disseminate information to Residents; d) alarm or security company decals affixed to a front door or window. This is in Accordance with the National Fire Protection Association Standards and Uniform Fire Code.

**Section 5.5 - Railings and Tops of Walls.** Items (including potted plants) may be placed over or upon any railing of any fence, or on top of any wall. Homeowners are however cautioned that strong winds exist at Holiday Park and the homeowner is liable for any damage caused by objects that fall from railings or walls. Temporary decorative seasonal banners are allowed for periods not to exceed forty-five (45) days.

**Section 5.6 - 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 in conflict with the color scheme of the exterior wall surface of the Unit.

**Section 5.7 - Patios.** Non holiday related decorative electrical patio lighting (cafe lights) may be placed inside the patio.

**Section 5.8 - Wind chimes.** Wind chimes shall be permitted inside the unit patio unless a written objection is received from a neighbor, in which case the wind chime must be removed immediately.

**Section 5.9 - Sports Equipment.** No basketball standards or fixed sports apparatus shall be attached to any Residence or in common areas.

**Section 5.10 – Pets.** The original Bylaws state: "The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of small, orderly domestic pets (e.g., dogs, cats, or caged birds) not to exceed two per Unit without the approval of the Board of Directors..."

- a) No more than two orderly small domestic pets are allowed per Unit (dog, cat, or caged bird). *This restriction may be enforced in instances where multiple complaints have been received about noise, health/maintenance, or disorderly animals.* Service Animals that assist disabled persons are exempt from this size restriction. Pets are not to be maintained for commercial purposes or for breeding. Pet must be less than 30 pounds and 16 inches in height.
- b) 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.
- c) The walking of pets shall be limited to the non-landscaped areas of the community. Each Owner shall be responsible for cleaning up any excrement or other unclean sanitary condition caused by pets. Any excrement 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 plants or shrubs, caused by an animal shall be repaired/replaced at the animal owner's expense. Owners should not allow animals to excrete fecal matter or urine on other homeowner's property.
- d) 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 Rio Rancho City Ordinance. Pets may not be tied up or staked outside without being under the direct supervision of their owner.
- e) 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 Townhouse, 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 Townhouse. If the pet owner is a tenant, the Owner of the residence is liable.

- f) All dogs and cats kept within the Association shall have a current City license and name tag. Loose, unattended dogs, cats, or other animals without a name tag should be reported to the Animal Control Division for pickup.
- g) 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 contact the Board through the Management Company, or contact: Animal Control.
- h) All pets shall be registered with the Association, and proof that they have been registered and inoculated as required by local laws shall be provided.
- i) The Board has the power to prohibit the keeping or maintenance of any animal, which, in the opinion of the Board, is deemed by the Board 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.

## **ARTICLE VI INSURANCE**

**Section 6.1 - Unit Owner's Insurance.** Each Owner shall have the responsibility to maintain property insurance against losses to real and personal property within the Unit as described in Article VI, Section 5b, of the CC&R's. **Owners need to provide the Association with a proof of insurance.** *The Unit Owner is encouraged to insure items not covered under the Association's policy such as furniture, wall coverings, upgraded fixtures, finishes or appliances, 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 6.2 - Insurance Losses Inside the Unit.** Any insurance loss should be promptly reported to the Association, and the Owner's insurance agent.

**Section 6.3 - Association Insurance.** Any Unit Owner may obtain a copy of the policy, or certificate of insurance from the Association by contacting the Management Company in writing.

**Section 6.4 - Destruction of a Unit.** Refer to Article VII, Section 3, of the CC&R's.

**Section 6.5 - Losses in Common Areas.** Accidents or losses taking place in the Common areas should be reported to the Association through the Management Company. A written report may be required.

## **ARTICLE VII RUBBISH**

**Section 7.1 - Trash Containers.** All issues with regards to waste containers, and/or pickup shall be the responsibility of the Unit owner. Owners shall contact Waste Management of New Mexico to report problems.

**Section 7.2 – Garbage and Rubbish.** Garbage and rubbish shall not be dumped or allowed to remain on any Lot, except that on the morning of collection it may be placed outside the dwelling in appropriate 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 appropriate spaces 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. Homeowners are to use common sense when placing receptacles out during high winds and should consider keeping them up against the unit until the last moment. Owners will be assessed for any clean-up services provided by the Association. Black receptacles are for bag household trash. Green receptacles are for recyclable items not in trash bags. At no time should household waste be cross contaminated with recyclable materials. **The placing of locks on any receptable is prohibited.**

**Section 7.3 - Offensive Odors.** No Owner shall permit any odor to arise to render any Residential Unit unsanitary, unsightly, offensive, or detrimental to any other Residential Unit in the vicinity, or to its occupants.

**Section 7.4 - Hazardous Waste Disposal.** It is the Owner's responsibility to use the City of Rio Rancho's 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.

## **ARTICLE VIII MOTOR VEHICLES**

**Section 8.1 - Parking.** Vehicles shall be parked only in bona-fide parking spaces.

- a) The two common parking spaces in front of the townhome shall be utilized by the residents or their guests. The parking of any vehicle shall only be permitted within the designated parking space markings. At no time should parking interfere with adjacent townhome parking.
- b) No dismantled, inoperable, wrecked vehicles or equipment shall be parked, stored, or deposited within the Community.
- c) Vehicles shall not interfere with the walkway or overhang upon any portion of the sidewalk. Please remember to park one (1) foot from the curb to facilitate parking lot cleaning.

**Section 8.2 - Vehicle Repairs.** No repair or service of automobiles or other motorized vehicles shall be conducted within the Community.

**Section 8.3 - Recreational Vehicles.** No trucks larger than three-quarter (3/4) ton and no boats, trailers, or campers shall be parked longer than one (1) day or overnight upon any Lot or upon any street or parking area within the Properties.

**Section 8.4 - Safe Speeds.** Vehicles shall observe a speed of no more than ten (10) miles per hour when inside the community.

**Section 8.5 - Car Stereos.** While inside the Community, car stereos should be played at levels that cannot be heard outside of the vehicle.

**Section 8.6 - Car Alarms.** No Owner shall allow their car alarms to be an annoyance or nuisance to other Residents.

**Section 8.7 - Washing of Vehicles.** The washing of vehicles is permitted in the Community.

**Section 8.8- Oil and Antifreeze.** Vehicles shall not be allowed to drip oil or antifreeze on the asphalt of the community, whether it is in parking areas or on the roadway. Such material shall 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.

**Section 8.9- Vehicle Registration.** All vehicles in the Community shall have license plates with current registration.

**Section 8.10 - 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.

**RENTER'S AGREEMENT**  
**Holiday Park Townhouses**  
**Rio Rancho. NM 87124**

**"In the event that a home is occupied by one not the Owner thereof, whether by reason of rental, lease, or other arrangement, the occupant must have his occupancy approved by the Association prior to occupying the premises and must agree in writing to be bound by all covenants, conditions and restrictions of this Declaration, provisions of the Articles and By-Laws and all Rules and Regulations promulgated by the Association or the Board." CC&R Article 3 Section 2**

**Name of Owner** \_\_\_\_\_

**Holiday Park Unit Address** \_\_\_\_\_

**Name(s) of Occupants** \_\_\_\_\_

**Contact Information of Occupants** \_\_\_\_\_

**I, the occupant of said Holiday Park Unit, have received a copy of the Rules and Regulations for occupancy in the Holiday Park Townhouses and agree to abide by all said Rules and Regulations.**

\_\_\_\_\_/\_\_\_\_\_  
**Signature of Unit Occupants** **Date**