P.O. Box 191 | Angel Fire, NM 87710 575.377.3711 | 575.377.3814 Fax wren@angelfirenewmexico.us

# Rules and Regulations Policy Rvsd 2017

We welcome you to The Wren Condominium and sincerely hope you enjoy your residency here to the fullest! We appreciate your cooperation in making The Wren a pleasant place for everyone, so that everyone may derive the fullest possible enjoyment from their unit, each owner must observe the following rules.

### The Association Provides For:

Key code for the Upper Deck and Laundry Room, Changes will be made periodically.

TV Service through Goodnight Electronic 575-377-2817

Grounds Maintenance, water and sewer, trash and snow removal, exterior lighting and exterior bulb replacement, exterior maintenance(including sheds), propane for fireplace, exterior and grounds insurance and internet.

#### Association Fees

The Association fee is determined by the dimensions of the owners unit and are due each quarter;

First Quarter: Jan-Mar due January 1 Second Quarter: April-June due April 1 Third Quarter: July-Sept due September 1 Fourth Quarter: Oct-Dec due October 1

<u>A late charge</u> of \$10.00 per month will be assessed, plus interest at the rate of 12% per year on all unpaid balances. Dues become delinquent on the  $15^{\text{th}}$  of each quarterly due date.

Association fees unpaid for two successive quarters will be subject to placement of a lien upon the property. All cost and fees related to the filing or release of lien will be borne by the owner.

### **Service Charges**

Any dishonored check shall be deemed late and treated as unpaid fees. Owners shall be subject to the imposition of late service charge specified above, plus a \$25.00 special handling fee. All dishonored checks must be made good with a money order or certified check.

All income from fines and late fees will be placed in the Wren Association Reserve Account when applicable.

## **Administrative Guidelines**

Exterior problems should be reported to the Managing Agent.

An owner shall and does grant the right of entry to the Managing Agent or to any other person authorized by the Board in case of any emergency originating in or threatening their unit, whether or not the owner is present at the time.

The Managing Agent shall retain a passkey to each unit. No owner shall alter any lock or install a new lock on any door leading into the unit without prior consent is given, then the owner shall provide a key for the Managing Agent's use.

No work of any kind shall be done upon the exterior of the building walls or upon the general or limited common elements by any unit owner. Such work is the responsibility of the Association.

No owner, resident or lessee shall install wiring electrical or telephone installation or for any other purpose, nor shall any television or radio antennae, machines or air conditioning units be installed on the exterior of the project, including any part of the court, deck or balcony, or that protrude through the walls or the roof of the condominium improvements,

Any damage to the general common elements or common personal property caused by the owner of a child or children of a unit owner or their guests or their guests of a unit owner, shall be repaired at the expense of that unit owner.

## Owner(s) Mailing Address

The owner or several owners of an individual condominium unit shall have one and the same registered mailing address to be used by the Association for the mailing of statements, notices, demands and all other communications. Such registered address of a condominium unit owner or owners shall be furnished to the managing agent or Board within fifteen days after transfer of title, or after change of address, and such registration shall be in written form and signed by all of the owners of the condominium unit or by such persons as are authorized by law to represent the interest of (all of) the owners thereof.

#### Insurance

Owners must obtain insurance to insure their personal belongings and The Wren are protected from loss and to insure against damage and/or injury caused by the owner, agents and invitees, negligence, willful acts, or by unlawful intrusion. The owners will be personally liable for losses which are not insured.

## Maintenance and Repair

Every owner must perform promptly, at his own expense, all maintenance and repair work within his own unit which, if omitted, would affect the appearance of or the aesthetic integrity of part or all of the condominium project.

All repairs of internal installations of the unit such as water, light, gas, power, sewage, telephone, sanitary installations, doors, windows, electrical fixtures and all other accessories, equipment and fixtures shall be at the owner's expense.

An owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditure incurred by it in repairing or replacing any general or limited common element damaged by his negligence or by the negligence of his tenants or agents or guests.

An owner shall not make structural modifications or alterations to his unit or installations located therein without written approval of the Board. The Board shall be notified in writing of the intended modifications through the managing agent or, if no managing agent is employed, then, through the Board President. The Association shall have the obligation to answer an owner's request within thirty days after such notice, and failure to do so within such time shall mean there is no objection to the proposed modification or alterations.

# Guests/Tenants

Owners are responsible for the actions of their guests, tenants, agents and invitees for ensuring their compliance with the Rules, Regulations and Policies of The Wren.

Owners are financially responsible for the actions of their guests, tenants, agents and invitees for all legal and admistrative costs and fees incurred by the Board of its Managing Agent.

Owners who wish to rent their units will find many qualified Property Managers in the Angel Fire area. If a problem occurs to the interior of your unit while a renter is in your unit; the Rental Agent, empowered to act for or represent you, should be notified to ascertain and correct the problem. The Rental Agent is then responsible to notify the Managing Agent of the problem. Any damage to another owners unit shall be repaired at the owner's expense.

- 1. Condo owners should be allowed to have a pet on property
- 2. NO guest pets allowed unless the condo owner is present
- **3.** Condo owner is responsible for any pet housed in their condo
- **4.** NO renter should be allowed to have pets on property. It is the condo owners' responsibility to enforce this when/if notified by the HOA/Managing Agent

## Patios, Balconies and Entryways

Absolutely NO flammable material is to be stored on patio, balcony stairwell, storage areas or in your unit. Such storage is in direct violation of local fire codes and may carry civil and criminal penalties.

Use of outdoor grills prohibited anywhere on the property.

Owners are prohibited to use any type of outdoor grill. Owners in violation will be fined \$100 for their first offense, \$200 for the send offense, \$500 for the third offense. After the third occurrence legal action will be taken against the owner. Owners engaging a Rental Agent must notify them of this restriction as regardless of who is in violation, the owner of the unit will be fined.

Electric grills are allowed to be used by individual owners on their balconies. Grills may NOT visibly stored on balconies/desks when grilling is completed.

All stairwells and entryways shall be left cleared for easy access to all condominiums. Storage of any kind is prohibited.

Residents must keep their patio/balcony in a neat and clean condition. Patio/Balconies must not detract from the condominium's appearance.

The courts, decks and patios shall be used only for the purposes intended and shall not be used for hanging garments or other articles or for cleaning rugs, household articles or other items. No rugs or other materials shall be dusted from windows, courts, decks or patios.

Any common sidewalks, driveways, entrances, halls, stairways and passageways shall not be obstructed or used by any unit owner for any other purpose than ingress to and egress from the units.

Except as to the areas termed limited common elements, no articles shall be placed on or in any of the general common elements except for those articles of personal property which are common property of all unit owners.

Unit owners, members of their families, their guests, residents, tenants or lessees shall not use sidewalks, driveways, entrances and passageways as a play area(s).

# Noise Disturbances/Noxious Odors & Vapors

Please respect the privacy of your neighbors. Owners and occupants shall exercise reasonable care to avoid making or permitting to be loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, TV's, amplifiers and any other instruments or devices in such a manner as may disturb or tend to disturb owners. Tenants or occupants of the other units, and the same shall not be played or permitted to be played between the hours of 11:30pm and the following 8:00am.

In addition, Owners & Occupants shall not emit or permit any noxious odors, vapors or smoke to be emitted from their residence units or appurtant balconies.

#### Amended 2005

Owners in violation will be notified of the infraction for the first offense, and will be fined \$100 for the second offense, \$250 for the third offense, and \$500 for the fourth offense. Owners engaging a Rental Agent must notify them of this restriction regardless of who is in violation, the owner of the unit will be fined.

### Trash Disposal

Disposition of garbage and trash shall be only by the use of garbage disposal units of by use of common trash and garbage facilities. Trash must be disposed of in the dumpsters provided. Do not leave trash in your unit or in any walkway, hallway or court yard.

#### Signs

All owners are limited to one (1) sign placed on an owner's individual deck or in their window for the purpose of advertising the sale of a unit. No other signs are allowed.

#### Parking and Motor Vehicles

No vehicle belonging to or under the control of a unit owner or a member of the family or a guest, tenant, lessee or employee of a unit owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from a building. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed. Vehicles are not to park in a manner that blocks access to either the garages, sheds. No disabled vehicles or non-owner vehicles shall be allowed in parking areas. Authorized guest vehicles are permitted.

#### Electronic Correspondence

Electronic correspondence will be viewed as an acceptable means of notification going forward (July 2011). For example; proxy voting, register complains, request for information etc.

### General Maintenance

The association is responsible for common area repairs. Should you notice a needed repair, please report to the management office:

# **Resort Properties of Angel Fire**

Telephone 575-377-3711

E-mail mstille@angelfirenewmexico.us

Fax 575-377-3814

# **Annual Meeting**

Association meetings are held annually. Owners will be notified of the date, time and location of the meeting. All owners are requested to attend. The operation, condition, and repair of the Wren is our responsibility. Your support is essential to the continued desirability of the Wren property.

# Annual meeting generally will be the last Saturday in July.

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

Updated 7/28/17