

Disclosure Statement

## **Exhibit D**

# **The Grande at Angel Fire Community Rules**

# **The Grande at Angel Fire Community Rules**

(Effective August 1, 2021)

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## **WELCOME**

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Welcome to The Grande at Angel Fire, our beautiful residential condominium development in the heart of northern New Mexico (“Condominium”). The common areas within the Condominium (known as “Common Elements”) are owned, collectively, by all of the Unit Owners and together we care for and maintain these common spaces—for the enjoyment of all and for the protection of our shared property values.

The Grande at Angel Fire Association, Inc. (“Association”) is the New Mexico nonprofit owners’ association formed to manage the affairs of the Condominium and to administer the use and maintenance of the Common Elements.

Pursuant to the statutory authority granted condominium associations under Section 47-7C-2 of the New Mexico Condominium Act [47-7A-1 to 47-7D-20 NMSA 1978], these Community Rules were adopted by the Association’s Board of Directors and are effective on the date of their publication by the Association (“Effective Date”). These Community Rules shall completely supplant and replace the Community Rules dated December 1, 2008, and filed on December 29, 2008, as Document No. 200804435, page 122-161, in the records of the County Clerk of Colfax, New Mexico.

Please take the time to read these Community Rules so that no undue situations arise among neighbors—situations that can easily be avoided through common courtesy, consideration, and knowledge of these Community Rules.

Thank you in advance for your care and consideration.

Sincerely,

Board of Directors,  
*The Grande at Angel Fire Association, Inc.*

## **GENERAL INFORMATION**

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The New Mexico Condominium Act authorizes the Board of Directors of The Grande at Angel Fire Association, Inc. (“Association”) to adopt these Community Rules which shall remain in effect until amended, modified or rescinded by the Association. These Community Rules apply to and are upon all Owners and Occupants in The Grande at Angel Fire (“Condominium” or “Property”) and their families, guests and invitees.

These Community Rules are intended to supplement the covenants and restrictions contained in the Condominium’s governing documents—the Declaration, the Bylaws and Articles of the Association, and these Community Rules (collectively: the “Condominium Instruments”). Any reference to the “Building” contained herein refers to the structure containing the residential Units described and declared in the Amended and Restated Condominium Declaration for The Grande at Angel Fire (“Declaration”).

These Community Rules shall be in effect until amended, modified or rescinded by the Association, and shall apply to and be binding upon all Owners and Occupants (hereinafter: “Residents”). Residents are expected to use their best efforts to see that they are faithfully observed by their families, guests,

invitees, and persons for whom they are responsible and persons over whom they exercise control and supervision.

Failure to follow these Community Rules may result in remedies available to the Association and other Owners pursuant to the terms of the Condominium Instruments and New Mexico Law.

The Association's Board of Directors may amend these Community Rules from time to time, and may adopt new rules governing the Common Elements so long as they are not in conflict with existing provisions of the Condominium Instruments. Any waiver, consent or approval given under these Community Rules by the Association shall be revocable at any time and shall not be a waiver, consent or approval of identical or similar situations unless notified in writing by the Association.

Merely changing these Community Rules will not suffice if the change is in conflict with the Condominium Act or the provisions of the Condominium Instruments. Each of the Condominium Instruments has a different amendment threshold. For example, in most cases, the Declaration may be amended only with the consent of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated. To amend the Bylaws, the approval of a majority of the members of the Association is required. Only the legislature can change the New Mexico Condominium Act.

The purpose of these Community Rules is not to anticipate all acceptable or unacceptable behavior in advance or to eliminate all improvements or activities that fall outside of "the norm." The exercise of discretion by the Association in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude the Board or Property Manager from taking enforcement action in any appropriate circumstances.

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# **Community Rules**

## **1 The Common Elements**

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- 1.1 **Exclusive Use.** The Common Elements are for the exclusive use of Residents and their guests.
- 1.2 **Suitable Use.** The Common Elements may be used only for the purposes for which each is designed and reasonably suited, incident to the use and occupancy of the Units. No improvements may be constructed in or removed from the Common Elements or Limited Common Elements without the prior written consent of the Association.
- 1.3 **Smoking Prohibited.** Smoking is strictly prohibited within the Common Elements.
- 1.4 **Suitable Attire.** Residents may not wear bathing suits or wet clothing in the Reception and Lobby areas, Executive Center, Club Room and Property Management office. Shirts and shoes are required in these areas.

## **2 Community Access**

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- 2.1 **Throughways.** The sidewalks, entrance halls, passageways, stairways, vestibules and elevator must be kept free of obstructions and encumbrances to permit unhampered access. Residents and their guests may not:
  - 2.1.1 throw objects or waste out of doors, windows, over balconies or into any hallway;
  - 2.1.2 obstruct or cover any public door;
  - 2.1.3 store bicycles, scooters, skates, chairs, tables, boxes, grills or other personal property in or on the Common Elements, except in areas designated by the Association for that purpose;
  - 2.1.4 store bicycles, scooters, skates, boxes, grills or other personal property on residential balconies.

## **3 Recreational Facilities**

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- 3.1 **Posted Signs.** Specific regulations for the use of the Exercise Room, and Baths and Sauna areas (collectively: the “Recreational Facilities”) shall be clearly posted within those facilities. The posted regulations shall have the same force and effect as these Community Rules.
- 3.2 **No Smoking, Illegal Drugs, Alcohol, Glass Containers, Food or Pets.** Smoking, illegal drugs and alcohol are prohibited within the Recreational Facilities. Glass containers and food are also not permitted within the Recreational Facilities. With the exception of trained

service animals and approved assistance animals, pets or other animals are not allowed within the Recreational Facilities.

- 3.3 **Supervision.** Persons under the age of fourteen (14) may only use the Recreational Facilities with developmentally-appropriate supervision by a person over the age of eighteen (18).
- 3.4 **Exercise Equipment.** Exercise equipment may not be removed from the Exercise Room without the prior approval of the Association.
- 3.5 **Clean After Use.** Exercise equipment must be wiped dry by users after each use.
- 3.6 **Closed-Toe Shoes.** Only persons wearing closed-toe shoes are permitted within the Exercise Room.
- 3.7 **Weights and Resistance Equipment.** Throwing, dropping or slamming of free weights and resistance equipment is prohibited.
- 3.8 **Quiet Enjoyment.** The Recreational Facilities are for the quiet enjoyment of Owners, Occupants, their families, guests and invitees. Loud music, screaming, shouting, and other disruptive sounds are prohibited. Please use ear buds or headphones to listen to music while inside the Recreational Facilities.
- 3.9 **Sauna Precautions.** Extended exposure to high heat may be detrimental to the health of elderly persons, persons with health problems, such as heart conditions, diabetes, or low/high blood pressure, small children, or pregnant women. Consult with a physician before using the sauna. Do not use the sauna while under the influence of alcohol, narcotics, or other drugs that cause sleepiness, drowsiness, or raise/lower blood pressure. Use caution when using the sauna alone. Over-exposure to high heat may cause nausea, dizziness, and fainting.
- 3.10 **Assumption of Risk.** Residents use the Recreational Facilities at their own risk. The Association is not liable for injury to any person(s) using the Recreational Facilities.

## 4 Club Room and Sun Deck

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- 4.1 **Reservations Required.** Apart from incidental use by Residents, the Club Room and Sun Deck must be reserved in advance for private events using the Amenity Rental Application available from the Property Manager.
- 4.2 **Amenity Rental Agreement.** Residents wishing to hold private events in the Club Room and/or Sun Deck are required to enter into an Amenity Rental Agreement available from the Property Manager and to pay the applicable rental fee and deposit.

## 5 Outdoor Grilling

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- 5.1 **Lower Sun Deck Only.** Outdoor grilling may only be performed in designated grilling areas located on the lower Sun Deck. **Grilling, cooking or heating using any type of open flame is expressly prohibited on residential balconies.** This restriction also includes the burning of propane, wood, and charcoal, as well as the use of electric grills, fire pits, smokers and chimineas.
- 5.2 **Supervision.** Persons under the age of fourteen (14) may only use the Outdoor Grills with developmentally-appropriate supervision by a person over the age of eighteen (18).
- 5.3 **Tools to Stay with Equipment.** Grilling tools are not to be removed from the grilling area.
- 5.4 **Grill Cleaning.** Grilling equipment will be maintained by the Association. However, Residents are expected to undertake basic cleaning after grill use, including disposal of trash and paper debris, and wiping down the grill. Abrasive scrapers will damage the grills and should not be used to clean them.
- 5.5 **Propane Fuel Only.** Propane fuel is provided by the Association for grilling. Use of charcoal or wood chips for fuel or flavoring is strictly prohibited.
- 5.6 **Assumption of Risk.** Residents use the outdoor grills at their own risk. The Association is not liable for injury to any person(s) using the outdoor grills.

## 6 Executive Center Conference Room

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- 6.1 **Business Use.** Residents may reserve the Executive Center Conference Room (“Conference Room”) for business meetings, business receptions, business related work projects and social meetings. Reservations may be made through the Property Manager. The maximum occupant load for the Conference Room is fifteen (15). The Conference Room includes the following equipment:
  - a. Fax Machine;
  - b. Copier;
  - c. Telephone with Conferencing features;
  - d. Television;
  - e. Conference Table and Chairs;
  - f. Bar Stools;
  - g. Dishwasher;
  - h. Microwave;



- i. Beverage Cooler; and
- j. Refrigerator.

6.2 **Association Board Meetings.** The Conference Room shall be made available for use by the Association's Board of Directors as needed.

## **7 Parking**

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- 7.1 **Common Element Parking.** Residents of a single Unit may self-park two (2) vehicles in the Common Element open parking area on a "first-come, first served" basis. Additional spaces may be available for rent upon application to the Association.
- 7.2 **Limited Common Element Garages.** Limited Common Element Garages are for the exclusive use of the Residents of Units to which they are assigned.
- 7.3 **Unauthorized Parking.** Unauthorized parking includes vehicles parked in fire lanes or positioned so as to block or impede entering or exiting from other parking spaces, driveways, roads or Building entryways. Unauthorized parking shall be grounds for removal of the vehicle by the Association at the expense of the vehicle's owner and/or operator. Residents and their guests shall be responsible for compliance with these parking rules and shall bear all costs of enforcement.
- 7.4 **Vehicle Size.** A Resident's principal method of transportation may be parked on the Property so long as the size of the vehicle is not so excessive as to limit the other Residents from parking their vehicles in designated spaces or to cause damage to the Common Elements. Vehicles classed by manufacturer rating as exceeding three-quarter tons, trucks and other vehicles having more than four tires, trailers, commercial vehicles, mobile homes, detached campers or camper shells, boats or other similar equipment or vehicles may not be parked on the Property, unless for temporary loading and unloading for periods not in excess of ten (10) hours, or as may be approved in writing by the Board of Directors; *provided however*, construction equipment used in the actual repair, construction or maintenance of the Property will not be so restricted.
- 7.5 **Registration.** Motor vehicles lacking a valid state motor vehicle registration which would otherwise be required for legal operation of the vehicle are prohibited on the Property.
- 7.6 **Parking Permits.** Residents must display current Association parking permits. Vehicles without Association parking permits are subject to ticketing and towing from the Property at the vehicle owner's expense.
- 7.7 **Guest Parking.** Guests who cannot make contact with a Resident may not remain parked on the Property for more than thirty (30) minutes.
- 7.8 **No On-Site Repairs.** Except in an emergency, no vehicle maintenance or repairs shall be performed on the Property.

- 7.9 **No On-Site Car Washing.** Washing of vehicles within the Property is prohibited.
- 7.10 **Excessive Vehicle Noise.** Excessive noise emanating from vehicles, including the playing of music, honking of horns, slamming of vehicle doors, and racing of engines is prohibited within the Property. Vehicles equipped with an alarm which rings in excess of ten minutes without termination may be towed from the Property at the vehicle owner's expense.
- 7.11 **Excessive Speed.** Vehicles may not exceed 10-miles per hour within the Property.
- 7.12 **Damage to the Property.** Damage to the Property by any vehicle is the responsibility of the vehicle owner, including vehicles which leak oil or any other automotive fluid onto the Property.
- 7.13 **Two-Wheeled Vehicles and ATVs.** Bicycles, scooters, motorcycles, minibikes, and ATVs may be parked in the designated parking areas adjacent to Crestview Drive or inside an assigned garage. Bicycles may also be stored in the lower-level Ski & Bike Storage facility. Bicycles may be transported through the Building, its elevator, corridors or through the lobby areas, so long as they are carried and otherwise do not make contact with the Common Element floors or walls.

## 8 Elevator

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- 8.1 **No Smoking.** Smoking is not permitted inside the elevator or anywhere within the Common Elements.
- 8.2 **Emergency Telephone for Emergencies Only.** The elevator's emergency telephone shall only be used in the event of an emergency.
- 8.3 **Move-In/Move-Out.** To schedule use of the elevator for move-in/move-out, Residents should contact the Property Manager at least twenty-four (24) hours in advance.
- 8.4 **Large Items.** When transporting large, awkward, heavy or numerous items in the elevator, Residents and their vendors must adhere to the Elevator Use Guidelines available from the Property Manager.
- 8.5 **Vendors and Contractors.** Use of the elevator by construction vendors is subject to the Elevator Use Guidelines available from the Property Manager.

## 9 Building Interior

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- 9.1 **Smoking Prohibited.** Smoking is strictly prohibited within any portion of the Building's interior Common Elements.

- 9.2 **No Alterations.** Hanging, nailing, pasting, attaching, gluing, or otherwise affixing items to the Common Element walls, doors, windows, ceilings or floors is prohibited.
- 9.3 **Unit Door Finishes.** The maintenance of Unit door interior finishes is the responsibility of the Owner. Maintenance of Unit door exterior finishes is the responsibility of the Association.
- 9.4 **Residential Hallways.** No personal property of any sort, including but not limited to floor mats, rugs, plants, art work, signs, decorations, tables or chairs are prohibited within the residential hallways.
- 9.5 **Unit Door Locks and Hardware.** The Condominium utilizes a state-of-the-art Master Keying System utilizing keys which cannot be duplicated in the normal manner. Residents may not make changes to door locks, the style of lock or lock plate affixed to a Unit door or any other alteration of the general overall design of a Unit's front door and hardware without the advance written approval of the Property Manager and the use of a locksmith vendor approved by the Association.
- 9.6 **Thermostats.** All thermostats shall be set at an adequate temperature to avoid freezing of plumbing equipment and pipes. Failure to do so shall be considered negligence in the event of damage caused by frozen pipes or other parts of the plumbing system.
- 9.7 **Wood Furniture.** Wood furniture shipped by sea from the African continent, South or Central American countries, must be warehoused and treated with appropriate termite extermination chemicals (Vikane gas) prior to delivery to the Property. Proof of such treatment may be required by the Association.
- 9.8 **Pest Control.** Pest control within each Unit shall be the responsibility of the Association. The Association or its agent(s) shall have the right to enter and treat each Unit, as necessary, in the determination of the Board of Directors. The cost of pest control services shall be paid for by the Association as a Common Expense.
- 9.9 **Water Beds.** Installation and use of waterbeds inside Units is prohibited.
- 9.10 **Floor Coverings.** Floor coverings of tile, marble, wood or any like hard substances must be installed over an approved sound-proofing material with a soundproof rating IIC of 70+ and STC of 70+. Installation of any tile, marble or wood floor covering shall not proceed without inspection of the installed soundproofing material by the Property Manager who shall provide written authorization to proceed if the installation meets the requirements of this Declaration. No marble, tile or wood thickness may exceed three quarters inch (3/4") including the thickness of the soundproofing material.
- 9.11 **Heavy Weights.** The installation in a Unit of any item exceeding five hundred (500) pounds in weight must be approved in advance by a professional structural engineer engaged by the

Association. The cost of the engineer's structural analysis, whether the item is approved or not, shall be the responsibility of the Unit Owner.

- 9.12 **Damage to Common Elements.** Any damage to the Building hallways, walls, chair rails, ceilings, carpeting or other portions of Common Elements shall be the responsibility of the Owner of the Unit to which the damage is attributable.
- 9.13 **Common Element Mechanical Closets.** No storage of any kind is permitted in mechanical closets located in the Building hallways and Lower Level of the Building.
- 9.14 **Unit Mechanical Closets.** No storage of paint products or other flammable materials is permitted in any mechanical closets located inside Units.
- 9.15 **No Soliciting.** Soliciting of any kind is prohibited on the Condominium property.

## 10 Building Exterior

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- 10.1 **Antennas, Cables and Satellite Equipment.** The Common Areas and the Units are equipped with hi-speed fiber optic cable internet supplied by Kit Carson Electric Cooperative, Inc. Prior to installation of an antenna or satellite equipment, an Owner shall submit to the Association a drawing of the proposed installation, together with a description of any penetration or modification of the Common Elements. Permission for the installation shall be denied only if the proposed installation would cause material damage to the Common Elements or a less-damaging alternative is available.
- 10.2 **Signs.** No signs, advertising posters, billboards, canopy or awnings, or any variation of the foregoing shall be erected, placed, or permitted to remain on the Property without the prior written consent of the Association. The Board of Directors shall have the right to erect directional, instructional, and address signs on behalf of the Association and to adopt Community Rules governing the general placement of signs on or about the Property.
- 10.3 **Window Treatments.** Window coverings visible to outside view shall be aesthetically harmonious with exterior design and color of the Building, as determined by the Association. Window coverings shall be limited to those types prescribed by the Association (i.e. drapes, louvers, shades or blinds) with an outside color of white, light beige or light gray. The use of sheets, blankets, aluminum foil, newspaper or any similar items is strictly prohibited.
- 10.4 **Balconies.** The following Community Rules apply to balconies:
- 10.4.1 **Unauthorized Alterations or Fixtures.** Balconies accessed from the Units may not be altered in either color or structure, nor may fixtures be added, without the prior written consent of the Association. No attachments or penetrations to a balcony wall, ceiling or floor made by made without prior written authorization from the Association. Enclosing balconies with screens or any other enclosure is prohibited.

- 10.4.2 **No Storage.** Balconies may not be used for storage of boxes, bicycles, scooters, skates, grills or other personal property.
- 10.4.3 **Balcony Furniture.** Furniture designed for outdoor use and associated items suitable for the use and enjoyment of the balcony space which are not otherwise prohibited are permitted. Glass top tables and wind chimes are strictly prohibited.
- 10.4.4 **Secure Items.** Furniture and associated items may not be placed on balconies so as to create a risk or injury should they fall or be carried off by high winds. Residents must remove all items from their balcony when absent for a period of ten (10) days or more. Items left on the balconies may be removed by the Property Manager and placed inside the Unit in the event of a high wind advisory.
- 10.4.5 **Hanging/Shaking Not Permitted.** No items may be hung or shaken from balconies, windows or doors, including but not limited to linens, towels, clothing, bathing suits or swimwear, curtains, rugs, mats, mops, laundry of any kind or other articles.
- 10.4.6 **Sweeping, Mopping and Watering.** Cans, cigarettes or butts, papers, debris, gum, water, or other debris may not be thrown, dropped or swept from any balcony. Watering of plants on balconies and sweeping and/or mopping of balconies shall not be done in such a manner as to allow water to fall or leak from the Resident's balcony. Hosing of balconies by Residents is strictly prohibited. Waterproof containers (liners) must be placed under all plants or flower pots on the balconies.
- 10.4.7 **Built-Up Decks Prohibited.** No built-up decks are permitted on the residential balconies.
- 10.4.8 **Coverings.** Proposed coverings for the existing balcony surfaces must receive prior written approval from the Association. Materials installed without the approval of Association will be subject to removal, with all associated costs of said removal to be borne by the Owner. Artificial grass or carpeting of any type is not permitted to be installed on any balcony.
- 10.4.9 **No Open Flames or Cooking.** Grilling, cooking or heating using any type of open flame is expressly prohibited on residential balconies. This restriction also includes the burning of propane, wood, and charcoal, as well as the use of electric grills, fire pits, smokers and chimineas.
- 10.5 **Balcony Doors and Windows.** Residents are responsible for cleaning residential balcony glass doors and window exteriors attached to their Unit.
- 10.6 **Preventative Maintenance.** Residents are responsible for cleaning and performing preventative maintenance on residential balcony glass doors and windows.

- 10.7 **Fire Exits.** Fire exit doors must be kept closed and locked to ensure one-way access from the Building interior to the Building exterior.
- 10.8 **No Roof Access.** Residents are not permitted on the roof at any time. The only exceptions are Association employees and authorized contractors.

## 11 Visitors and Short-Term Tenants

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- 11.1 **Video-Phone System.** Visitors must use the video-phone system to request direct access to a Unit. Absent written authorization from a Resident, management is not authorized to admit visitors onto the Property.
- 11.2 **Keys.** Residents are responsible for providing keys for their guests. Under no circumstances will emergency keys in the possession of the Association be given out or loaned to visitors or guests.
- 11.3 **No Animals or Pets.** With the exception of trained service animals, visitors and short-term tenants renting for thirty days or less may not bring or house animals or pets within the Building.
- 11.4 **Compliance and Damage.** Owners are responsible for compliance with these Community Rules and damage to the Property caused by their family members, guests, Occupants and invitees.
- 11.5 **In-Unit Gatherings.** When planning gatherings of six (6) or more persons within a Unit, we encourage Residents to notify their immediate neighbors of the date and time of the gathering and to provide a phone number where the Resident host can be reached in order to respond to concerns about excessive noise.

## 12 Trash Disposal

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- 12.1 **Designated Containers.** All trash must be secured in sealed bags and deposited in the designated Village of Angel Fire trash containers placed on the Property.
- 12.2 **No Storage of Trash.** Residents are responsible for keeping their Unit in a good state of preservation and cleanliness. Storage of trash inside or outside any Unit in such manner as to permit the spread of fire, odors, seepage, or encouragement of vermin is prohibited.
- 12.3 **Recycling.** Recycling regulations and drop-off information are available from the Village of Angel Fire Solid Waste Department at: (575) 377-6967.

## 13 Move-In/Move-Out

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- 13.1 **Notify Property Manager.** To schedule move-in/move-out, including use of the elevator, Residents should contact the Property Manager at least twenty-four (24) hours in advance of their planned move.
- 13.2 **Moving Hours.** Moving hours are 9 AM to 5 PM, Monday through Sunday.
- 13.3 **Damage.** Damage to the Common Elements caused by a Resident, their guests, vendors or invitees shall be assessed against the Resident's Unit.

## 14 Locks and Keys

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- 14.1 **Keys.** The Condominium includes a state-of-the-art Master Keying System utilizing keys which cannot be duplicated in the normal manner. The Association exercises its right to possess keys to all Units in the Building for use in case of emergency or with advance permission in connection with maintenance or inspection. Residents may not make changes to door locks, the style of lock or lock plate affixed to a Unit door or any other alteration of the general overall design of a Unit's front door and hardware without the advance written approval of the Property Manager and the use of a locksmith vendor approved by the Association. Duplicate keys must be provided to the Association at the time of installation or re-keying. New keys must conform to the Association's Master Keying System; installation of additional exterior door locks is prohibited.
- 14.2 **Access.** The Property Manager is not authorized to supply keys to Resident's vendors, realtors, tenants, guests or invitees. Residents must make their own arrangements to supply keys or entry to persons needing access to their Unit.
- 14.3 **Lock-Out.** Residents should make private arrangements for access to their Unit in case of a routine lock-out. The Association assumes no liability or responsibility to provide keys or access to Residents. If available, the Property Manager will respond to Resident requests for assistance accessing their Unit following a routine lock-out.

## 15 Animals

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- 15.1 **Pets.** Owners, Occupants (including tenants with lease terms greater than thirty (30) days) may keep in any Unit no more than two (2) domestic pets which may include dogs of gentle disposition, cats, or such other household pets approved and licensed by the Association as to compatibility with the Condominium. Tenants with lease terms of less than thirty (30) days may not house animals inside their Unit.
- 15.2 **Control.** Animals shall not be permitted upon the Common Elements unless accompanied by and under the control of an individual capable of asserting control over the animal. Any Owner or Occupant who keeps and maintains any animal upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, Board of

Directors, other Owners and Occupants harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Condominium.

- 15.3 **Conditions.** All animals shall be registered and inoculated as required by law. The Owner or Occupant of a Unit housing an animal shall be responsible for cleaning up any waste deposited by the animal on the Property and for reimbursing the Association for any damage caused by the animal to the Property. Any pet causing or creating a nuisance, danger to humans, or unreasonable disturbance or noise shall be permanently removed from the Property upon seven (7) days written notice from the Directors. Under no circumstances may animals be raised, bred or maintained for commercial purposes on the Property, nor shall chickens, horses, livestock or other farm animals be kept as pets or otherwise housed on the Property.

## 16 Public Safety

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- 16.1 **Fire Safety.** Residents and their guests are strongly advised to familiarize themselves with the Building fire safety plan and evacuation routes from their Unit.
- 16.2 **Emergency Backup Generator.** Portions of the Common Elements, including the elevators, sprinkler system, and water system, and two electrical circuits within each Unit (for the refrigerator and TV) are serviced by an emergency backup generator. This emergency backup generator will be tested on a periodic basis to ensure it is in working order.
- 16.3 **Doors.** Stairwell doors and Unit entry doors are fire-rated and should be kept closed at all times. Stairwell doors and Unit entry doors should not be propped open for ventilation or other purposes.
- 16.4 **Fire Exits.** Fire exit doors must be kept closed and locked to ensure one-way access from the Building interior to the Building exterior.
- 10.5 **No Roof Access.** Residents are not permitted on the roof at any time. The only exceptions are Association employees and authorized contractors.
- 16.6 **Video-Phone System.** Visitors must use the video-phone system to request direct access to a Unit. Absent written authorization from a Resident, management is not authorized to admit visitors onto the Property.
- 16.7 **Theft/Loss of Property.** Neither the Declarant nor the Association, its Board of Directors, vendors, and employees shall be considered a bailee of any personal property, including mail and packages, kept or stored within the Common Elements (including property located in vehicles parked on the Condominium), whether or not exclusive possession of the particular area is given to an Resident for storage purposes, and they shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.



- 16.8 **Nuisance.** No noxious or destructive activity shall be carried on within the Condominium either willfully or negligently. No Resident may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health or unreasonably annoy or disturb or cause embarrassment or discomfort to other Residents, their families, guests, or invitees, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with the Owner's property or personal rights.
- 16.9 **Structural Soundness and Safety.** No Owner shall do any work which, in the reasonable opinion of the Board or its designee, would jeopardize the soundness or safety of the Condominium or any structure created thereon, would reduce the value thereof, or would impair any easement or other interest in real property thereto.
- 16.10 **Owner's Policy of Insurance.** It is recommended that Owners and Residents review their insurance coverage at least annually, and after the purchase of any major furnishings, to ensure adequate liability coverage for injuries occurring inside their Unit, and for loss or damage to improvements, fixtures, and personal property inside their Unit.

## 17 Mail and Deliveries

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- 17.1 **Address for Notices.** It is the responsibility of every Owner to provide to the Association with the Owner's current legal address. Failure of an Owner to receive any notification or billing for lack of a current mailing address shall not relieve the Owner of any obligation relating to the payment of Association assessments, fines or fees.
- 17.2 **Identification Required.** In order to release mail, packages or deliveries, the Property Manager will require photo identification from the person claiming the item.
- 17.3 **Unclaimed Deliveries.** Mail and deliveries held by the Property Manager which are not picked up within fourteen (14) days may be returned to the carrier, unless other arrangements are made in advance with the Property Manager.

## 18 Vendors and Contractors

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- 18.1 **Minimum Requirements.** Vendors, workmen, tradesmen, installers or other persons hired by Residents to perform maintenance, repairs, alterations or installations within the Condominium must be licensed (as required), bonded and insured, including workers compensation insurance to statutory limits.
- 18.2 **Notice to Property Manager.** Residents hiring vendors and/or contractors to perform work must notify the Property Manager of the date and time of the scheduled work, including after-hours or on weekends.

- 18.3 **Protection of the Common Elements.** Common Elements used to transport material and/or to remove construction waste must be covered to prevent damage. Construction waste may not be disposed of on the Property. Any damage or additional cleaning required to remove construction waste in the Common Elements will be billed to the Owner of the Unit responsible for same.

## **19 Alterations to Units, Common Elements and LCEs**

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- 19.1 **Association Consent.** No architectural alterations to a Unit, its Limited Common Elements or the Common Elements may be performed without the prior written consent of the Association. Owners shall submit a Design Review Application, available from the Property Manager, for any of the proposed alterations listed below. The Association may, in connection with its review of a Design Review Application, retain such consultants to advise the Association as the Association deems reasonably necessary. The Association may also retain a supervising architect or engineer to monitor the construction to insure compliance with the provisions of this Article 18. All costs of Association consultants will be paid by the Owner.

Alterations requiring Association consent include alteration, installation, penetration or removal of Unit and Limited Common Element walls, floors and floor coverings, ceilings, doors, cabinets, built-in appliances, and/or relocation or alteration of heating, plumbing, electrical or mechanical systems within a Unit or its Limited Common Elements. As these Community Rules will periodically be revised by the Association Board of Directors, please check with the Property Manager or the Association for the latest version of these Community Rules.

- 19.2 **Prohibited Alterations.** Prohibited alterations include:

- 19.2.1 Work which impacts the structural soundness of the Building, including any load bearing wall or column.
- 19.2.2 Work which impacts the operation of the Building's fire sprinkler system, fire alarm system, heating system, air-conditioning and ventilation system, plumbing system, and electrical system, phone/intercom system, and fiber optic internet cable system,

- 19.3 **Approved Alterations.** Approved alterations are subject to the following conditions:

- 19.3.1 Fire chases and fire risers may not be impacted, cut or altered in any way.
- 19.3.2 Smoke detectors, fire sprinklers and sprinkler heads, emergency sound equipment, electrical boxes and splices, and water shut-off valves, may not be concealed in soffits or covered by glass or mirrors, or otherwise blocked or impacted.

- 19.3.3 The alteration may not impair the structural stability of the Building or operation of its systems or lessen the support of any portion of the Building either during construction or after completion.
- 19.3.4 The alteration may not change the appearance of or otherwise affect the Common Elements either during construction or after completion.
- 19.3.5 The alteration may not affect the appearance of the Owner's Unit, when viewed from any area outside of such Unit, either during construction or after completion.
- 19.4 **Paperwork on File.** Copies of the contractor's license (as applicable), bond and insurance, building permit (as applicable), construction plans and timetable must be on file with the Property Manager prior to start of any work.
- 19.5 **Construction Hours.** All construction work must be accomplished between the hours of 9 AM and 5 PM, Monday through Friday. No construction work may be performed on weekends or holidays without the written consent of the Association. Emergency heating, electrical or plumbing repair is permitted at all times.
- 19.6 **Completion of Construction.** The Owner shall use the Owner's best efforts to ensure that the construction is completed expeditiously, but in any event all construction shall be completed within an aggregate of sixty (60) calendar days from the date of commencement of the construction, or such other period as the Association, in writing, designates (the "Completion Date"). The Association expresses no opinion regarding the feasibility of completion of the construction within this time period. If the construction shall not have been completed by the Completion Date, the Association shall be entitled to issue a fine against the Owner in an amount not to exceed Three Hundred Dollars (\$300.00) per day for each calendar day the construction remains incomplete. These amounts are acknowledged to be liquidated damages, and not a penalty, to compensate the Association and its Owners for the costs and inconvenience of the continuation of the construction, it being understood that the damages caused by continuation of the construction would be difficult to determine. The Association's issuance of a fine shall be without prejudice and in addition to all other remedies the Association may have. Owner agrees to pay all amounts due under this paragraph to the Association in weekly installments. The determination of whether the construction is completed shall be made by the Association, and the Association's determination shall be conclusive. The Owner agrees that any consent by the Association to perform construction after the Completion Date may be revoked by the Association immediately if the Owner fails to comply with any requirement of these Community Rules or extension of the Completion Date.
- 19.7 **Control of Contaminants.** The Owner is responsible for preventing dirt, dust and odors from permeating other parts of the Building during the progress of the construction. Materials and rubbish shall be placed in barrels or bags before being taken out of the Unit. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials shall be taken out of the Building at the Owner's expense. The Owner agrees that only the

exterior stairs may be used for such removal and only at such times as the Association may direct. The Owner shall not permit any dumpster or garbage container to be left overnight in front of the Building and shall not permit any dumpster or garbage container to be left for more than one (1) day at the sides of the Building. Notwithstanding the foregoing, the placement of any dumpsters must comply with all governmental regulations, including without limitation, obtaining any necessary permits.

- 19.8 **Ingress and Egress.** Construction crews, materialmen, vendors and/or routes for delivering construction material and disposing of construction debris in and out of the Building shall be limited to a particular route through the Common Elements, to be determined by the Association at the time Owner's plans are approved.
- 19.9 **Liens.** The Resident responsible for the alteration will ensure the alteration is constructed and completed diligently, in a good and workmanlike manner, and free and clear of all mechanics' and materialmen's liens and other claims.
- 19.10 **Inspections.** The Owner shall make all corrections specified by the Association as a result of its inspection of construction which are necessary to bring the work into conformity with the Plans on file with the Association. The Association's failure to inspect shall not be considered a waiver of the Owner's obligation to comply with these Community Rules and the approved Plans. The Association will notify the Owner in advance if inspections will be required in connection with the construction.
- 19.11 **Completion of Construction.** Upon completion of construction, the Owner will deliver to the Association an amended Certificate of Occupancy and a certificate from the Fire Department, if either is required, and such other proof as may be necessary to indicate that all construction has been done in accordance with all applicable laws, ordinances and government regulations, together with a statement from the architect or engineer who signed the Applicant's Plans that the construction has been executed in accordance with those Plans. If an amended Certificate of Occupancy or certificate from the Fire Department is not required, the Applicant's designated Engineer must submit a statement to that effect. The determination of the Association's consultant, supervising architect or engineer as to the need for an amended Certificate of Occupancy shall be conclusive.
- 19.12 **Change in Unit Allocation.** If any alteration would result in a change in the total area of a Unit or otherwise change an aspect of a Unit in a manner that relates to any formula in the Declaration for the various Unit allocations, then the Association shall require an amendment to the Declaration reallocating Unit Allocations. Preparation and recording of the amendment and any corresponding survey, and the process of identifying and obtaining Owner and Mortgagee approvals, shall be the financial responsibility of the Unit Owner.

## 20 Enforcement

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- 20.1 **Fees and Fines.** Every Resident, their families, guest, vendors and invitees shall comply with these Community Rules, the Declaration, and Articles and Bylaws of the Association (the "Governing Documents"). Violations of the Governing Documents shall be grounds

for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed against the Unit involved in the violation for failure of the Owner, Occupant, their respective families, guests, vendors or invitees to comply with any covenant, restriction or rule herein or in the Condominium's governing documents.

- 20.2 **Notice.** The Association shall notify the Owner or Occupant of the alleged violation along with the evidence it has on file concerning same. Included in the notice shall be a date and time of the next Board of Directors meeting at which the Resident may appeal the proposed fine by presenting evidence, written or spoken testimony and/or witnesses on their behalf.
- 20.3 **Hearing.** At the Board hearing, Resident shall be entitled to present testimony, witnesses, or provide mitigation for the alleged acts. The Board shall then determine if a fine should be levied and, if deciding that a fine is to be imposed, shall levy a reasonable fine in proportion to the alleged offense. A written decision of the Board shall be submitted to the Resident and the Owner (if different) not later than twenty-one (21) days after the Board hearing.
- 20.4 **Separate Violations.** Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- 20.5 **Payment of Fines.** Fines shall be paid not later than thirty (30) days after notice of the imposition thereof. Unpaid fines are assessments for which the Association has a statutory lien against the Unit.
- 20.6 **Application of Fines.** All fines received by the Association shall be allocated as directed by the Board of Directors.

## **21 Association Vendors and Employees**

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- 21.1 **Board of Directors.** The Board of Directors is responsible for the employment and direction of Association vendors and employees.
- 21.2 **No Interference.** Residents, their families, guests and invitees may not direct, supervise or in any manner attempt to assert control over or request favors from any vendor or employee of the Property Manager or the Association.
- 21.3 **Personal Services.** Should an employee of the Association or the Property Manager at the request of an Owner, repair, move, handle or store any personal articles belonging to an Owner, Occupant or guest, or handle, move, park or drive any automobile placed in the parking areas, then, and in every such case, such employee shall be deemed the agent solely of the Owner and not of the Association for such purpose. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith. Employees of the Association shall be under no obligation to do or perform any

of the foregoing, and this section is solely for the purpose of clarifying that the Association shall have no liability for any such actions by any employee of the Association or of the Property Manager.

## **22 Consents, Complaints and Temporary Waivers**

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- 22.1 **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.
- 22.2 **Complaints.** Any formal complaint regarding management of the Condominium or regarding actions of other Residents, their families, guests, vendors or invitees shall be made in writing and submitted to the Property Manager or directly to the Association.
- 22.3 **Temporary Waiver.** An Owner may apply to the Association or Property Manager for a temporary waiver of one of the foregoing rules. Such temporary waiver may be granted by a majority of the Board of Directors, for good cause shown, if, in the judgment of the Directors, such temporary waiver will not unreasonably interfere with or materially impair the purposes for which the Condominium was formed or present a material adverse risk to the Association, the Condominium or the other Owners.

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**These Community Rules may be revised from time to time by the Board of Directors of The Grande at Angel Fire Association, Inc. Please check with the Property Manager or Association Secretary to ensure you have the latest version.**