

ANGEL FIRE REDWOOD COMMONS HOMEOWNERS' ASSOCIATION
RULES AND REGULATIONS

I. AUTHORITY

These rules and regulations are established by the Board of Directors, under the authority of the Articles, Declarations and By-laws of the Angel Fire Redwood Commons Homeowners' Association, as filed in Book #81, page #400 at the office of the County Clerk in Raton, Colfax County New Mexico, as amended on March 28, 1978.

II. PURPOSE

The purpose of these rules and regulations is to assure that the Redwood Commons common areas and buildings are maintained to first class standards, while incorporating conservation and beautification into the operations and maintenance programs, and to provide for the mutual health, comfort, safety and general welfare of the owners and occupants.

III. APPLICABILITY

The rules and regulations described herein are applicable to all owners and occupants, including the Property Manager and the Rental Manager(s).

IV. DEFINITIONS

1. The Property Manager is the Company or Corporation whom the Board of Directors contract with to manage and maintain the property per the Articles, Declarations and By-laws.
2. The Rental Manager(s) is (are) the Company or Corporation with whom the individual owners contract for rental management of their individual units, if they so wish. Rental Managers must be licensed by the New Mexico Real Estate Commission, and permitted by the Board of Directors. The Property Manager, as defined in paragraph #1 above, may also serve as an owner's Rental Manager. Owners may rent their own units, if they so choose.

V. ENFORCEMENT

These rules and regulations shall be strictly enforced in accordance with the Articles, Declarations and By-laws, by

the Property Manager on behalf of the Board of Directors.

VI. OCCUPANCY OF THE APARTMENTS AND USE OF THE COMMON AREAS AND FACILITIES

1. Owners and their permitted guests may occupy their apartments at their pleasure. The Property Manager shall be notified of owner's and owner's guest intended use. If the owner has a rental contract with a company or corporation other than the Property Manager, it is the owner's responsibility to also notify the Rental Manager of intended use, other than rentals.
2. Occupancy limitations shall be determined by individual owners. The conduct of owners, owners' guests, as well as renters and their guests shall not unduly burden or impact other owners, other owners' guests or other renters and their guests, or the common areas or facilities. If the owners have not conveyed their occupancy limitations to the Property Manager, he shall enforce the rules in the best interest of the Association, on behalf of the Board of Directors, using his best judgement. No other use of the apartments, common areas or facilities, e.g. free lodging, parties, etc., are authorized except as described herein.

VII. WHIRLPOOL USE

The whirlpool shall only be used by owners, owners' guests and renters. Violators shall be prosecuted. The Property Manager shall control and enforce special rules for its use, as posted.

VIII. NOISE ABATEMENT

1. Objectionable or unreasonably loud noise caused for any reason by an owner, owner's guest, renter or renter's guest, shall not be tolerated, either in the apartments or in the common areas or facilities.
2. A quiet curfew shall commence each day at 11 P.M. (2300 hours) and continue until 7 A.M. (0700 hours). Violators shall be prosecuted or remedies pursued, as appropriate.

IX. UNAUTHORIZED PARKING

Unauthorized vehicles parked on the property shall be towed away. Employees shall not park in owners', guest or renters'

spaces, under any circumstances.

X. PETS, ANIMALS, ETC.

1. Owners, Property and Rental Managers may keep one pet each. When their pets are outside the apartments, they must be leashed.
2. Owners' guests and renters, both long and short term, are not authorized to keep a pet, in or on the properties, unless specific approval is given by the owner and the Board of Directors, prior to occupancy.
3. Permits of Rental Managers violating this rule shall be terminated immediately.

XI. FIREWOOD

1. Firewood is purchased for the use of owners, owners' guests and renters for use in fireplaces in apartments so furnished.
2. Owners, owners' guests or renters wishing to entertain with a bon fire shall be required to obtain a permit from the Property Manager, and pay \$25 fee for the wood consumed and the subsequent clean-up of the park area.

XII. PURCHASE ORDERS AND PAYMENT VOUCHERS

Invoices or payment vouchers submitted to the Board of Directors for payment shall have attached thereto a purchase order approved by the Property Manager or the Board, as the case may be, per the contract between the Association and the Property Manager.

Invoices for goods, work or services performed by the Property Manager shall describe the units of work, hours assumed to accomplish, date accomplished, whom the work was ordered by, whom it was inspected by, and a certificate that the work was satisfactorily completed.

Invoices for goods, work or services furnished by a vendor shall, in addition to the applicable items in paragraph #2 above, include the original vendor's invoice.

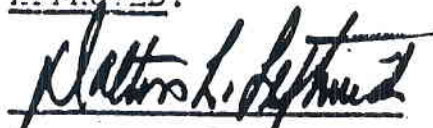
XIII. DISCLAIMER

The Association and/or the Board assumes no liability whatsoever for any reason when the rules and regulations have been violated by anyone.

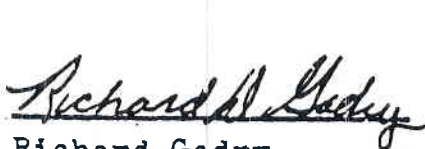
XIV. DISPUTES

In the event of disputes of any kind between any of the parties subject to the rules and regulations, the Board of Directors' decision shall be superior to views of all others, except as specifically limited in the Articles, Declarations and By-laws.

APPROVED:


Dalton L. Leftwich

President



Richard Gadry

Vice President



William C. Callaghan

Secretary/treasurer

ANGEL FIRE REDWOOD COMMONS HOMEOWNERS' ASSOCIATION

DATE: 23 July 1983