



## Neighborhood Rules and Regulations

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### PREAMBLE

The Aldea de Santa Fe Board of Directors establishes and maintains Neighborhood Rules and Regulations for the Aldea de Santa Fe Homeowners Association. These requirements contribute to maintaining a well-run and attractive community, while enhancing each Owner's property value and standard of living. All Owners and Residents should read the rules in their entirety and work with the Site Manager, Board of Directors and your neighbors to cooperatively implement the Rules and Regulations for the mutual benefit of our community.

### AUTHORITY

Authority for establishing and maintaining Neighborhood Rules and Regulations is granted in Paragraphs 1.34 and 10.8, Rules and Regulations, of the Neighborhood Declaration. Paragraph 1.29, Rules and Regulations of the Amended and Restated Master Deed Restrictions also establishes authority for this document. Further, Subparagraph b to Paragraph 5.3, Other Powers and Authority, Exhibit C, of the Amended and Restated Bylaws of the Aldea de Santa Fe Homeowner Association establishes authority for this document. Through the Aldea de Santa Fe management contract, the Site Manager has been granted authority, accountability and responsibility to enforce these Rules and Regulations. The aforementioned documents have priority over the Rules and Regulations. As such, the Rules and Regulations are considered subordinate (non-contradicting) requirements. **These Rules and Regulations are neither the full extent of requirements nor do they replace requirements established in Aldea's Governing Documents. The Rules and Regulations are established to help focus on governance for some of the more frequently questioned compliance issues.**

The Board of Directors will periodically review and, if determined appropriate, revise this document. Owners and Residents should provide recommendations to the Board to assure this document is maintained current with the attitudes of the Neighborhood Association.

**Note:** *Definitions of the capitalized terms that appear in these Rules and Regulations are listed on pages 14 and 15 of the document. Additional terms, which apply only to one article or section, will be defined as they appear.*

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## **RULES AND REGULATIONS**

### **1. Federal, New Mexico State and County Laws**

Any infringement of the law or suspicious activity shall be reported directly to the appropriate law enforcement agency by the Owner/resident.

Fire and/or health emergencies shall be reported directly to the appropriate service by the Owner/resident.

Aldea de Santa Fe is subject to all Federal, State and County laws and requirements. Neither the Board of Directors nor the Site Manager act in the capacity of officers of the law.

### **2. Governing Documents**

Because of the volume and level of details within the Governing Documents and to avoid conflict or omission within the Rules and Regulations, it is up to each Owner to be familiar, and comply, with all of the Governing Documents. All Governing Documents are made available to Owners upon closure of the purchase of their lot.

In case of conflict, the Neighborhood Declaration, Master Deed Restriction and/or Design Code supersede the Rules and Regulations.

The Board has the right to adopt, modify and amend these Rules and Regulations in such a manner as the Board, in its sole discretion, determines to be appropriate. Upon approval of the Board, changes to these Rules and Regulations shall be binding on all Owners and all Lots.

### **3. Variance from Governing Documents**

Variance from the Rules and Regulations is the privilege of the Board of Directors and is assigned to the Site Manager where specified herein.

Variance from the Design Code is the privilege of the Architectural Review Committee.

Variance to the Neighborhood Declaration and/or the Master Deed Restriction is as specified therein.

Judgement for any variance from the requirement or change to the document should be made with consideration for, but not limited to, existing topographical or landscape conditions, architectural merit and how the variance/change proposed will affect the Owners and/or Aldea de Santa Fe. All applications for variances/change must be submitted in accordance with the Governing Documents. If no such guideline exists, the request for variance shall be submitted in writing to the Neighborhood Association Board of Directors.

No Owner shall be entitled to rely on a previously granted variance as a precedent for granting a similar, subsequent variance.

### **4. Architecture, Design, Building and Variations**

Requirements associated with submittal and approval of design, construction, maintenance, landscaping, drainage and requests for variations to the design requirements are detailed within the Residential Design Code established by the Architectural Review Committee (ARC). Compliance with these requirements is necessary to achieve and maintain the design characteristics that make Aldea a distinctive and desirable community.

Although the Rules and Regulations may refer to some portions of the Design Code, Owners must comply with all sections of the Design Code.

The Architectural Review Committee has the authority and responsibility to make modifications and amendments to the Design Code. Changes to the Design Code shall be coordinated with the Board of Directors for final approval. Upon approval, such changes shall be binding on all Owners and all Lots (not retroactive).

Community planning and administration of the Design Code, and Authority for the Aldea de Santa Fe Architectural Review Committee, is established in Article 5 of the Neighborhood Declaration.

Authority for the Aldea de Santa Fe Residential Design Code is established in Design Code, Article 3, Master Deed Restrictions.

#### 5. Additions to the Exterior of Structures and Lots

Once a Certificate of Compliance has been granted, all changes to the exterior of the structure and Lot must have prior approval by the Architectural Review Committee.

Owners may modify or otherwise change the appearance and/or function of their property only with prior approval of the Architectural Review Committee. Without such approval the Owner operates outside of compliance with the Design Code and does so at risk. Because of the size of Aldea, it is not possible for the Site Manager to regularly assess all Lots for compliance. Consequently, the Owner of a non-compliant structure / Lot may be notified of a violation after the modification or change was made. The duration of a noncompliance does not imply tacit approval. Such noncompliance may result in a fine or the requirement for the noncomplying construction to be removed or altered.

An act of noncompliance by one Owner does not justify another Owner taking the same action. Therefore, obtaining prior approval from the Architectural Review Committee is required.

#### 6. LANDSCAPING

Except to the extent provided to the contrary in the Landscape Regulations, which constitute part of the Design Code, or unless otherwise approved in writing by the Architectural Review Committee, the following shall be applicable to all Lots:

- a. No plant materials shall be placed or permitted to remain on any Lot if the same would interfere with or obstruct traffic sight lines for any of the Common Roads. The determination of whether any such obstruction exists shall be made by the Architectural Review Committee, whose determination shall be final, conclusive and binding on all Owners.
- b. No rocks, rock walls or other structures or materials shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of the common areas or to otherwise impede or limit access to the same unless otherwise approved in writing by the Architectural Review Committee.

#### 7. MAINTENANCE OF PROPERTY & VACANT LOTS

All portions of a Lot outside enclosed structures shall be kept in a clean and tidy condition at all times. No rubbish or debris of any kind shall be placed or permitted to accumulate within, upon or adjacent to any Lot so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other portion of the Property.

Each Owner shall keep all shrubs, trees, hedges and plantings of every kind located on his Lot(s) or Parcel(s) neatly trimmed, shall keep all such areas properly cultivated and free of trash, weeds and other unsightly material and shall maintain all paved, concrete and other synthetically surfaced areas, including, but not limited to, driveways, roadways and parking areas, in good condition and repair.

All dead vegetation, including trees, shall be removed and replaced by the owner in a timely manner. Plantings are to be trimmed and cut by the Owner as necessary at regular intervals to maintain them in a neat and attractive manner. All landscaping to be installed by an Owner in any location on any Lot shall be first approved by the ARC.

All improvements upon any Lot will at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Lot Owner. With proper legal notice, the Association, and the ARC will have the right at any reasonable time to enter upon any Lot to replace, maintain, and cultivate shrubs, trees or other plantings as deemed necessary, remove debris or unsightly material and to paint, repair, or otherwise maintain any improvements in need thereof, and to charge the cost thereof to the Lot Owner. (The Association, ARC and/or individuals entering upon any Lot pursuant to this paragraph shall not be liable to the Owner for trespass, conversion or damages of any kind, except in case of intentional misdeeds and gross negligence.

#### 8. HOLIDAY DECORATIONS.

Exterior holiday lights and/or decorations may be erected on the exterior of Units in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise or attracting sightseers. All lights and decorations must be removed within thirty (30) days after the holiday has ended. Decorations or lights may not be displayed more than thirty (30) days in advance of the holiday. The Association will have the right, upon thirty (30) days' prior written notice, to enter upon any Lot and summarily remove exterior lights or decorations displayed in violation of this provision. The Association, and the individuals removing the lights and decorations, will not be liable to the Owner for trespass, conversion or damages of any kind except in the case of intentional misdeeds and gross negligence.

#### 9. EXTERIOR LIGHTING

Security lights with motion sensors and timers set to one (1) minute maximum that are not visible from the street are not required to be fully shielded, but the light coming from the fixture (the light source) shall not be visible off the property. For all exterior lighting applications, refer to the Design Code.

Variations from these rules may be obtained with prior written authorization from the Architectural Review Committee.

#### 10. WINDOWS, WINDOW TREATMENTS AND DOORS

No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or other purposes.

Wooden screen doors and wooden storm doors may be used on any building subject to the written approval by the Architectural Review Committee. No aluminum or metal doors with glass fronts (e.g., storm doors) shall be allowed on any building. Security doors are not permitted. Appropriate window treatments shall be used on all windows. Sheets, bed linens, blankets and paper or plastic bags are not acceptable window treatments.

#### 11. SATELLITE DISHES, ANTENNAE, CONDUIT AND WIRING

No exterior radio antennas, television antennas, or other antennas, satellite dish, or audio or visual reception device of any type shall be placed, erected, or maintained on any Lot except inside a Unit however, that the requirements of this Section shall not apply to those "antennas" (including certain satellite dishes) which are specifically covered by the Telecommunications Act of 1996 and/or applicable regulations.

#### 12. DRIVEWAYS AND SIDEWALKS

Owners shall keep the sidewalks clear of foreign objects including tools, toys, plant matter, loose stones, ice and/or snow. Sidewalks shall not be blocked by vehicles on driveways.

Driveways shall be kept neat and in good repair, i.e., to include, but not limited to, no weeds, ruts, displaced gravel, exposed subsurface and/or damaged hard surface.

13. OUTDOOR FURNITURE, CLOTHESLINES, RECREATIONAL AND MISCELLANEOUS ITEMS, FLAGS, BANNERS, SIGNAGE POSTINGS, FLYERS AND TEMPORARY DISPLAYS

No interior furniture or furnishings (i.e., sofas, appliances, etc.) shall be permitted to remain on the exterior of any Lot in a location visible from outside the lot. Only appropriate outdoor furniture consistent with the design of Aldea is permitted.

Wood piles, free-standing playhouses, tree houses, children's toys, swing sets, jungle gyms, trampolines and other outdoor and recreational or play equipment and appurtenances shall be located, to the extent practicable, so that the same are not visible from off the lot (other than alleyways). If any of said items are visible from outside the lot off the lot they shall be screened by a wall, fence and /or landscaping as required by the Architectural Review Committee. There must be no storage of toys, equipment, clutter and/or debris in public view.

Basketball backboards are prohibited on any Lot.

Outside clotheslines are prohibited. No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall.

Barbecue grills or other types of outdoor cooking equipment and apparatus shall be located only at the rear of a Residential Unit and, to the extent practicable, shall not be visible from any of the Common Roads (other than alleyways).

American and/or New Mexican flags may be displayed. Proper flag etiquette, as required by law, must be observed. Except as stated in this subsection regarding American and New Mexican flags, no advertising flagpoles, standards, flags, banners, balloons, billboards, flashing lights or lighted panel signs are allowed to be placed anywhere on a Residential Unit.

No notices, flyers, or advertisements shall be posted on or within the Neighborhood Commons or the Common Roads within or on any Commons of Aldea de Santa Fe, without prior written notice of the Site Manager.

The installation of canopies, awnings and sunscreens are prohibited, unless specifically approved by the Architectural Review Committee.

Any weathervanes or weather stations to be installed on a building must be approved by the Architectural Review Committee.

14. PETS AND ANIMALS

No animals, to include farm animals, shall be bred or raised for commercial purposes.

Owners/occupants may keep a reasonable number of domesticated household pets upon any lot or improvement, so long as such pets do not create a nuisance to the neighbors or the community.

Pets shall not be allowed to roam unattended within Aldea; all pets must be kept and maintained within either the residential unit or building situated on a lot, or within fenced or walled areas on a lot, as approved by the Architectural Review Committee (ARC). Animals are not permitted in pens, cages or other enclosures outside of the residence.

All pets must be kept on a leash while in the Aldea Common Areas. Dogs are permitted to be without a leash only in the open space areas of Aldea and only if the dog responds immediately to voice commands. "Responds immediately" means the dog comes to the owner with a single command.

Owners/handlers are not permitted to leave excrement on the lot of any other owner, on or within the right of way of any of the common roads or on or within any portion of the neighborhood commons, and the owner of such pet shall immediately remove and dispose of the same. Each owner shall be liable to the neighborhood Association for the costs of repairing any damage to the neighborhood commons caused by the pet of such owner or occupant.

No pet shall be allowed to make an unreasonable amount of noise, either inside or outside, become a nuisance or create any actual or perceived danger or concern for other owners or occupants and their family members.

Feeding of wildlife, other than birds, within the boundaries of Aldea is strictly prohibited.

Notwithstanding anything provided to the contrary, to the extent any owner or occupant violates any of the laws, statutes, ordinances, or regulations of any applicable governmental authority with respect to any pets or other animals maintained by such owner or occupant on or within or upon any lot or any improvements thereto or within any other portion of the Aldea de Santa Fe, then enforcement of such laws, statutes, ordinances and regulations may be solely by the applicable governmental authority or the Neighborhood Association.

#### 15. NUISANCES

No nuisance or immoral, improper, offensive or unlawful act by any Owner or resident shall be permitted on any Lot or on any Commons. This prohibition includes being obnoxiously intoxicated, obnoxiously loud, and being offensively aggressive. No immoral, improper, offensive signage or decals shall be permitted on any Lot or on any Commons by any Member or Occupant.

Noxious or offensive activities shall not be conducted on any Lot or any improvements thereto or in any part of the Neighborhood Commons, and each Owner and Occupant shall refrain from any act or use of a Lot or any improvements thereto which could cause disorderly, unsightly or unkempt conditions, result in the cancellation of or increase in insurance coverage or premiums for any portion of Aldea de Santa Fe or be in violation of any applicable governmental regulations. Without limiting the generality of the foregoing, no exterior horns, whistles, bells or other sound devices (other than speakers which do not create a nuisance or a sound level which becomes an annoyance to the Owners or Occupants of any adjacent Lots or Lots in near proximity), other than security and fire alarm devices used exclusively for such purposes, shall be located, used or placed upon any Lot or the improvements thereto or other portion of Aldea de Santa Fe without the prior written consent of the Architectural Review Committee; provided, however, that the foregoing shall not apply to the use of any of the foregoing devices within any of the recreational areas, if any, which constitute part of the Neighborhood Commons or within the Village Center.

#### 16. TRASH AND RUBBISH CONTROL

Santa Fe has multiple trash collection providers, recycling centers as well as a county land fill. Each Owner shall select a trash control means and assure that trash removal/collection does not become a problem.

No trash, garbage, rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of Aldea de Santa Fe nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Lot or any improvements which would render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using, occupying or owning any other Lots within Aldea de Santa Fe or any other real property in close proximity to Aldea de Santa Fe. Any Owner or Occupant who dumps, places or allows trash or debris to accumulate on the Lot or on any other portion of Aldea de Santa Fe shall be liable to the Neighborhood Association for all costs incurred by the Neighborhood Association to remove the same.

Trash, garbage and any other refuse or waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. With respect to all Lots that abut alleyways, all trash containers shall be stored inside the garage of such Lot or directly outside of and adjacent to such garage. With respect to all other Lots, trash cans and containers shall at all times be kept at the rear of the Lot or inside a Residential Unit and shall be screened from view from all Common Roads (other than alleyways) and all adjacent Lots by appropriate landscaping or fencing approved by the Architectural Review Committee; provided, however, that trash cans and containers may be moved to the side or front yard of any Lot on trash collection days so long as such trash cans and containers are removed from the front and side yard promptly after trash has been collected.

No outdoor burning of trash, garbage, leaves, wood, shrubbery or other materials shall be permitted on any Lot.

#### 17. VEHICLES, MACHINERY, EQUIPMENT, AND PARKING

Manufactured Homes, trucks (other than pick-up trucks) vans (other than mini-vans used solely for passenger uses), motorcycles, motorized bicycles, golf carts, all-terrain vehicles, motorized go-carts, lawnmowers, tractors, tools, construction machinery and equipment of any type or nature, boats and any other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery or equipment (other than bicycles) shall not be permitted, stored or allowed to remain on any Lot unless the same is placed, stored and maintained within a wholly-enclosed garage on such Lot.

Neither the Neighborhood Commons nor the Common Roads shall be utilized for the parking or storage of any of the foregoing vehicles, recreational vehicles, machinery or equipment. The Neighborhood Association may, but without obligation, designate a specific area within Aldea de Santa Fe for the storage of any of the foregoing vehicles, recreational vehicles, machinery and equipment for use by all Owners or Occupants. No all-terrain vehicles, motorized go-carts, motorcycles or motorized vehicles of any type shall be allowed to be operated on trails or open space within Aldea de Santa Fe.

No unlicensed vehicles shall be operated on the streets in Aldea.

No parking of inoperable, significantly wrecked and/or unsightly, up on jacks and/or blocks, motorized vehicles of any kind shall be allowed on the Common Roads within the Property or on any Lot including but not limited to vehicles with expired license plates, unregistered vehicles. The Board, in its sole discretion, shall determine whether a vehicle is significantly wrecked and/or unsightly.

No Owner or Occupant shall repair or restore any vehicle, machinery or equipment of any kind upon or within any Lot or within any portion of the Neighborhood Commons, except (i) within enclosed garages or workshops or (ii) for emergency repairs and then, only to the extent necessary to enable the immediate movement thereof to a proper repair facility located outside of Aldea de Santa Fe. Vehicle parking in non-designated locations is strictly prohibited.

No vehicles or other personal property of any Owner or Occupant shall be parked or allowed to remain in any of the alleyways of the Common Roads that interfere with vehicular or pedestrian access through such alleyway or access into or out of any garages situated on such alleyway.

No parking is allowed on Avenida Aldea, Avenida Frijoles or La Vida Trail, except where indicated by signage or striping.

Vehicles used primarily for commercial purposes with or without commercial writings on their exteriors are prohibited from being parked on any Lots within the Neighborhood or within any of the Neighborhood Commons, except in wholly enclosed garages or other structures located on a Lot or in areas which may be designated by the Board as parking areas for such vehicles. Governmental vehicles, including but not limited to, fire, police, state and federal vehicles are excluded from this restriction. Notwithstanding the foregoing, the above provisions shall not be applicable to any other trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily within parking areas or spaces within the Neighborhood Commons during normal business hours for the purpose of providing services to any Lot and any improvements thereto; provided, however that (a) no such vehicle shall be authorized to remain on the Neighborhood Commons or Common Roads overnight other than in parking areas designated by the Architectural Review Committee, and (b) such vehicles shall only be parked in designated parking areas.

All applicable county and city of Santa Fe traffic rules and ordinances shall be applied to the Common Roads of Aldea de Santa Fe.

Vehicles cannot be parked in a manner in which any portion of a vehicle extends past the rear of a house that backs up to open space. This rule does not apply to houses on alleys.

Street parking spaces and/or parking lot spaces are not Owner assigned. No Owner or a lot owns a street parking space. All such spaces are available on a "first come/first serve" basis. Residents are required to park their personal vehicles in their garages and/or designated parking spaces, leaving street parking available for guests.



## 18. HOME BUSINESSES

Trade or business activity is permitted within a Residential Unit, so long as the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Residential Unit, and is in compliance with all laws, including licensing and zoning laws.

Parking and/or traffic for home businesses which adversely affect residents and/or their guests is prohibited.

## 19. TEMPORARY SIGNAGE

No temporary signs or advertising posters of any kind shall be maintained or permitted on any Lot or within any windows or on the exterior of improvements to any Lot or elsewhere on any portion of Aldea de Santa Fe.

Placement of temporary signs will be allowed for MLS tours, special events and advertised open houses with prior approval from the Site Manager.

One open house sign may be placed in front of the home during the hours of the open house only. Directional signs and open house signage must be removed immediately after the event.

One sign for security systems per lot no larger than 6 inches by 6 inches is allowed.

One sign, designating the property as a certified National Wildlife Fund habitat, is permitted.

## 20. TEMPORARY STRUCTURES

No temporary house, trailer, shack, tent, barn, shed, storage shed, utility building, portable building, stable, poultry house or yard, rabbit hutch, tree house or other outbuilding or structure of any kind, shall be permitted, constructed, installed or allowed to remain on any Lot. The foregoing shall not be deemed to prohibit any detached garages or other buildings which are approved in writing by the Architectural Review Committee.

## 21. WATER FEATURES

Outdoor hot tubs, reflecting ponds, saunas and whirlpools may be constructed, installed and maintained on any Lot but only to the extent that the Architectural Review Committee has approved the same in writing and the construction of the same satisfy all restrictions and requirements imposed by the Architectural Review Committee with respect thereto. Pools shall not be permitted on Lots upon which a Residential Unit may be or is constructed. Santa Fe County and the Architectural Review Committee shall have the right to adopt further rules and regulations governing the construction of outdoor water facilities and amenities within Aldea de Santa Fe.

## 22. USE AND LEASING OF RESIDENTIAL UNITS

"Leasing" is defined as regular, exclusive occupancy of a Unit by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or compensation. A Lot may be leased only in its entirety (*e.g.*, separate rooms within the same Unit may not be separately leased). No fraction or portion may be leased.

Residential Units in the Neighborhood shall be used and occupied only for single-family residential purposes. The leasing or rental of any Residential Unit within the Neighborhood shall be authorized subject to the following: (a) the lease shall be in writing and must be for a term of at least three (3) months and (b) all Occupants of such Residential Unit shall at all times comply with the terms and provisions of the Neighborhood Declaration and these Rules and Regulations. The maximum number of persons who may reside in any of the Residential Units located in the Neighborhood shall be equal to the product obtained by multiplying the number of bedrooms situated in such Residential Unit by two (2).

No structure on a Lot other than the primary Unit shall be leased or otherwise occupied for residential purposes, except that structures used for ancillary purposes, such as an "in-law suite" or detached "guest house,"

may be occupied, but not independently leased. There shall be no subleasing of a Unit or assignment of leases.

All leases shall require that tenants and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents.

A copy of the lease, receipt signed by tenant acknowledging receipt of the governing documents and agreement to abide by same and address and contact information of the property owner together with such other additional information as the Board may require, shall be given to the Board or its designee by the Owner within ten days of execution of the lease. The Board may adopt reasonable use restrictions and rules regulating leasing and subleasing and the activities of Tenants and subtenants.

The Board of Directors prohibits the leasing of any Residential Unit while the Owner is in default in the payment of any Assessment Charge or in violation of the Neighborhood Declaration. If the Residential Unit is leased in violation, the Board of Directors shall fine the Owner and evict the tenant as if it were a tenant violation under Section 10.9 (c) of the Neighborhood Declaration.

### 23. FLYER BOXES

Owner notices, flyers or advertisements may be posted in the flyer boxes located on the mailbox clusters with the prior consent of the Site Manager.

### 24. COMPLAINTS

Complaints regarding all services or the condition of any portion of Aldea de Santa Fe shall be made in writing to the Board of Directors and Site Manager. Response to complaints will be made by the Board of Directors or Site Manager as appropriate.

Comments heard in a meeting of the Board of Directors may be responded to at the pleasure of the Board.

To facilitate communications and transparency within the Neighborhood Association, it is requested that all Owners and residents provide their email address to the Site Manager.

### 25. DAMAGE TO PROPERTY

All Owners will be held responsible for the conduct of their immediate family members, guests, invitees, pets and Occupants while on or within any portion of Aldea de Santa Fe and for their adherence to all of these Rules and Regulations. Each Owner shall be responsible and reimburse the Neighborhood Association or third parties as appropriate for any damage to any of the Neighborhood Commons or to the property of any third party caused by such Owner, his/her immediate family members, guests, invitees, pets and any Occupants of the Residential Unit of such Owner.

### 26. FIREARMS AND WEAPONS

It is prohibited to discharge into Aldea de Santa Fe any firearm, projectile weapon or explosives, including, but not limited to, BB guns, pellet guns, air guns, crossbows, longbows, fireworks or other device capable of causing injury to persons or animals or damage and destruction of property. Throwing knives, slingshots, paint guns, throwing stars, nunchaku and other weapons of the martial arts are not to be used in Aldea's Commons and Open Spaces. Law enforcement officers on official duty are excepted.

### 27. FLAMMABLE, EXPLOSIVES AND TOXIC SUBSTANCES

No Owner or Occupant shall dispose or dump on or within any portion of Aldea de Santa Fe any flammable, combustible, explosive or other harmful fluids, chemicals or substances or any toxic or hazardous waste or substance.

No Owner or Occupant shall store any flammable, combustible, explosive or other harmful fluids,

chemicals or substances or any toxic or hazardous waste or substance except as shall be necessary and appropriate for permitted uses of a Lot or any improvements thereto; provided, however, the foregoing shall not be applicable to the Neighborhood Association in connection with the maintenance and operation of any of Aldea de Santa Fe. Fireworks of any kind are not permitted.

28. FIRE RISK

Owners and residents must comply with Santa Fe County / Santa Fe Fire Marshal directives. All Owners must have a spark arrestor on each chimney. No fires are allowed in any open space and/or Neighborhood Commons. Fire pits may be allowed with Architectural Review Committee approval depending on location, design and materials.

29. WATER CONSERVATION AND EROSION CONTROL

Compliance with Santa Fe County watering restrictions, if any, is mandatory.

Dumping anything within Aldea de Santa Fe arroyos is a violation of the Governing Documents and State and Federal law. Erosion control and terrain management is the responsibility of the Architectural Review Committee.

30. NOISE

Aldea de Santa Fe is an established and densely populated neighborhood. Santa Fe County Ordinance No. 2009-11, Ordinance to Prohibit Excessive, Unnecessary and Unreasonable Noise and Public Nuisances applies.

The Design Code establishes specific requirements for noise control during construction.

Owners objecting to noise are to register complaints with Santa Fe County Code Enforcement and the Aldea Site Manager. The Site Manager may act to abate noise without complaints being registered.

No one shall operate powered equipment prior to 8 AM or after 8 PM. No gas-powered lawn maintenance equipment shall be operated at any time within Aldea de Santa Fe. However, the foregoing shall not be applicable to the Neighborhood Association.

31. AMENITIES

Any use of the First Floor of the Community Center must be requested and reserved through the Site Manager. Only Owners in good standing may use the Community Center. The requesting Owner must remain at the Community Center for the duration of the event.

Playground and recreational facilities are available to Aldea residents without prior authorization. The area must be left clean and ready for use by the next resident. Report adverse conditions of the facilities to the Site Manager.

Each Owner acknowledges and agrees that the use of any of Aldea's recreational facilities are subject to the terms and provisions of these Rules and Regulations and may have any and all use rights relating to such recreational facilities suspended as determined by the Board of Directors.

32. NEIGHBORHOOD COMMONS

No Owner or Occupant may use the Neighborhood Commons for any event without prior written approval from the Site Manager. The Site Manager shall approve or disapprove such request for a special events permit.

No personal property and/or items shall be placed or stored on any part of the Neighborhood Commons without prior Board approval.

### 33. ADDITIONAL REGULATIONS

In addition to the restrictions set forth in these Rules and Regulations, (a) the Architectural Review Committee shall have the responsibility to recommend modifications and amendments to the Design Code for Board approval, in order to impose such other, further or different requirements or restrictions which shall be binding on all Owners, Lots and all improvements thereto, including the adoption of additional or more specific requirements and restrictions governing the improvement and use of any Lot, and (b) the Board shall have the right from time to time and at any time to adopt, modify and amend these Rules and Regulations in such a manner as the Board, in its Sole Discretion, determines to be appropriate, which modifications and amendments to these Rules and Regulations shall be binding on all Owners and all Lots.

### 34. ENFORCEMENT AND REMEDIES

Failure of the Owner, family member, guest, resident, tenant, contractor, builder or vendor to comply with directions from the Governing Documents can result in a fine and/or legal action against the Owner.

In the event any of the provisions of these Rules and Regulations are breached or are not otherwise being complied with in all aspects by any Owner or Occupant or the respective family members, guests, invitees, agents, employees or contractors of any Owner or Occupant, then the Neighborhood Association or the Architectural Review Committee shall each have the right, at their option, to (i) enjoin such violation or noncompliance and/or (ii) through their designated agents, employees, representatives and independent contractors, enter upon such Lot or any improvements thereto, and take all action necessary to extinguish or correct such violation or breach.

Any Owner who is believed to be in violation of this Neighborhood Declaration, or the Rules and Regulations, shall be given notice and an opportunity to be heard for alleged violations of the Owner or the Owner's family members, residents, guests, contractors, buildings or vendors. If a tenant is believed to be in violation of the Neighborhood Declaration or Rules and Regulations, the Neighborhood Association shall notify the Owner and tenant of the violation and provide an opportunity for a hearing. After such hearing, the Neighborhood Association shall have the right to assess fines, up to a maximum of five-hundred dollars (\$500.00) for a single violation or fifty dollars (\$50.00) per day for a continuing violation (to be adjusted according to increases in the cost of living) and may restrict the Owner's use of the Commons for up to sixty (60) days or until remedied, whichever is longer. Failure by an Owner to make payment in full of the outstanding Assessment Charge after written notice is provided by the Association shall result in (i) automatic termination of a Member's voting rights and rights to use the Commons, and (ii) removal as an officer or director.

All costs and expenses incurred by the Architectural Review Committee or the Neighborhood Association and/or Site Manager and staff in enforcing any of the provisions of these Rules and Regulations, including, without limitation, reasonable attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of any noncompliance or the removal of such violation or in any judicial proceeding, together with any other costs or expenses incurred by the Architectural Review Committee or the Neighborhood Association in connection therewith, shall be paid by such Owner who has violated or breached any of the provisions of these Rules and Regulations, shall constitute an Individual Lot Assessment to such Owner pursuant to the terms and provisions of the Neighborhood Declaration and, if the same is not paid when due, shall be subject to the other rights and remedies provided in the Neighborhood Declaration. Notwithstanding anything provided herein to the contrary, the rights and remedies of the Architectural Review Committee or the Neighborhood Association set forth in these Rules and Regulations shall not be deemed exclusive of any other rights and remedies which the Architectural Review Committee or the Neighborhood Association may exercise at law or in equity or any other rights and remedies specified in the Neighborhood Declaration.

### 35. MISCELLANEOUS

Aldea de Santa Fe is a private community. The Neighborhood Commons, including, without limitation, the streets, sidewalks and parks, are private and are provided for the use and enjoyment of all Owners and Occupants and their respective guests. Aldea de Santa Fe is not a gated community and therefore is open to the public.

The use of any of the Neighborhood Commons by the general public is subject to these Rules and

Regulations and any other rules and regulations adopted from time to time by the Board and should be observed by all Owners and Occupants. No loitering, littering, soliciting, disturbances or abuse of the quiet enjoyment of the neighborhood of Aldea de Santa Fe by the general public will be allowed.

## DEFINITIONS

The following definitions apply wherever the capitalized terms appear in these Rules and Regulations. Additional terms, which apply only to one article or section, will be defined as they appear. Capitalized terms not otherwise defined herein shall have their meanings as set forth in the Neighborhood Declaration.

- A. ALDEA DE SANTA FE. "Aldea de Santa Fe" is all of the property made subject to the Master Deed Restrictions. Aldea de Santa Fe comprises the Master Development Plan Area. However, additional land may be added in accordance with the terms of the Master Deed Restrictions.
- B. ARCHITECTURAL REVIEW COMMITTEE. The "Architectural Review Committee" is the panel established by the Master Deed Restrictions to administer the Aldea de Santa Fe Design Code.
- C. BOARD. The "Board" is the Board of Directors of the Neighborhood Association.
- D. BYLAWS. The "Bylaws" are the Bylaws of the Neighborhood Association. The Bylaws are attached as Exhibit C to the Neighborhood Declaration.
- E. COMMONS. The "Commons" comprise all real property within Aldea de Santa Fe, except those areas designated on the Plat (and any subsequent Plat) as Lots, and future phases/un-platted areas. Provided however, that upon the recording of any plat containing any portion of future/un-platted areas as designated on the Plat all such areas shall be included in the Commons, except those areas shown as Lots. Open space, streets, alleyways, parks and parking areas within Aldea de Santa Fe are all part of the Commons. The Commons also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property, and any other property of any type specifically designated as Commons. Subject to any needed governmental approvals, the Neighborhood Association may approve trails, horse stables, recreational areas and botanical gardens in the open space. The open space Lot of approximately twenty-nine (29) acres, identified on the Plat as Tract G, north of La Vida Trail and adjacent to Las Campanas Estates II, shall not be used for horse stables or ball fields. Commons does not include private common areas within a Compound.
- F. COVENANTS, RULES & REGULATIONS COMMITTEE. The Covenants, Rules & Regulations Committee, a committee of the Board, reviews and rules on outstanding violations with the Aldea de Santa Fe Homeowners Association.
- G. DESIGN CODE. As established by the Master Deed Restrictions, the "Design Code" establishes the plan for the development of Aldea de Santa Fe through its regulation of land use, architecture and environment. The Design Code does not need to be recorded to be effective but shall be available from the Architectural Review Committee.
- H. GOVERNING DOCUMENTS. The collective regulating documents for Aldea de Santa Fe. These include, but are not limited to, Amended and Restated Master Deed Restrictions; Amended, Restated and Supplemental Declaration of Charter, Easements, Covenants and Restrictions; Residential Design Code; Policies and Resolutions; Plant List; and Rules and Regulations. Amendments, Revisions and Exhibits to these documents are included in this definition.
- I. LEASE. A regular, exclusive occupancy of a Unit by a person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or compensation.
- J. MASTER DEED RESTRICTIONS. The "Master Deed Restrictions" are the Aldea de Santa Fe Amended and Restated Master Deed Restrictions recorded in Book 2233, Pages 271-301, records of Santa Fe County, New Mexico, which apply to all deeds granted within the Plat, are intended to ensure the proper application of the Design Code during the development stage and to impose other restrictions designed to further the development of the Neighborhood.
- K. MEMBER. Each Owner is a "Member" of the Neighborhood Association, as provided in Section 6.4 of the Neighborhood Declaration. Furthermore, pursuant to Section 6.4 of the Village Center Declaration, each

Owner of a Residential Unit within the Village Center as defined therein is also a Member.

- L. NEIGHBORHOOD. The "Neighborhood" is the property that is subject to the Neighborhood Declaration, plus any additional property added by Supplemental Declaration.
- M. NEIGHBORHOOD ASSOCIATION. The "Neighborhood Association" is the Aldea de Santa Fe Homeowners Association, Inc., a New Mexico nonprofit corporation, its successors and assigns. The Neighborhood Association, which Members are the Owners, is responsible for maintaining the Neighborhood and the Common Roads throughout Aldea de Santa Fe. The Neighborhood Association may also enforce the Neighborhood Declaration.
- N. NEIGHBORHOOD COMMONS. The "Neighborhood Commons" comprise all Commons located within the Neighborhood
- O. NEIGHBORHOOD DECLARATION. The "Neighborhood Declaration" is the Aldea de Santa Fe Amended, Restated and Supplemental Neighborhood Declaration of Charter, Easements, Covenants and Restrictions for the Neighborhood.
- P. OPEN SPACE. "Open Space" shall mean all areas within Aldea de Santa Fe not otherwise designated for a particular use.
- Q. PLAZA PARK. The "Plaza Park" shall mean the park located within the Village Center as shown on the Plat.
- R. OWNER. An "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Lot within the Neighborhood. Owners shall not include those having such interest merely as security for the performance of an obligation.
- S. PLAT. The "Plat" is Phase 1A of that property platted as Aldea de Santa Fe recorded in Plat Book 459, Pages 7-19, in the records of Santa Fe County, New Mexico and Phase IB, Phase 2A, Phase 2B, Phase 2C, Phase 2D and all future Plats and Master Plat Tracts when recorded.
- T. SITE MANAGER. The "Site Manager" is the person who handles the day to day operations of the community and is located on site.
- U. SOLE DISCRETION. The term "Sole Discretion" means the sole and uncontrolled discretion, the exercise of which does not require a reason or justification of the designated person or entity having such discretion.
- V. STUDIO. A "Studio" shall mean a dwelling unit for occupancy only by owners or employees, as cited in Section 6(F)(2)(i) of the Santa Fe Extraterritorial Zoning Ordinance dated effective September 26, 1997, in a commercial space, other than the Residential Unit of a live/work unit as shown on the Master Development Plan. Also, an accessory structure defined as a building detached from the main building, and may be a garage, a studio, a shop an office or any combination thereof. This structure may not have a kitchen.
- W. VILLAGE CENTER. The "Village Center" is the mixed-use and commercial portion of Aldea de Santa Fe and is subject to a separate Village Center Declaration.
- X. VILLAGE CENTER ASSOCIATION. The "Village Center Association" is the Aldea de Santa Fe Village Center Association, Inc., a New Mexico non-profit corporation, its successors and assigns. The Village Center Association, whose Members are the Owners of Lots solely within the Village Center, is responsible for maintaining the Village Center. The Village Center Association may also enforce the Village Center Declaration.
- Y. VILLAGE CENTER COMMONS. The "Village Center Commons" comprise all Commons located within the Village Center.
- Z. VILLAGE CENTER DECLARATION. The "Village Center Declaration" is the Aldea de Santa Fe Amended and Restated Village Center Declaration of Charter, Easements, Covenants and Restrictions for the Village Center recorded in the records of Santa Fe County, New Mexico, as amended from time to time.