



La Luz del Sol Landowners Association Residents Handbook & Regulations 2020

RESIDENTS HANDBOOK 2020

As a quick reference for residents, the Board of Directors has prepared this handbook with updated information and regulations. These are current and replace all previous regulations governing our LOA.

There is a separate document with the list of homeowner's names, addresses, e-mails and phone numbers.

La Luz del Sol LOA REGULATIONS

These amended and updated regulations were adopted by the LOA Board of Directors on (January Board Meeting date), pursuant to the "Declaration of Planned Residential Community" recorded on March 11, 1980, in Misc. Book 78, pages 768 through 783 with the Bernalillo County Clerk, and the Association Articles of Incorporation and Bylaws. Terminology not specified in Article 1 used in these regulations have the same meanings as those used in the referenced Declaration and Association Bylaws.

According to Association Bylaws (Article I, Paragraph J), "Regulations" are the rules promulgated by the Board from time to time to govern the conduct of Members and their guests, to aid in management of common areas, and to provide for internal management of the Association. Further, per Article IV, Section 6, "The Board will have all power and authority necessary to adopt and promulgate Regulations and to exercise for the Association all powers, duties, and authority vested in or delegated to this Association except those reserved to the members in the Declaration, the Articles, or these by-laws."

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La Luz Del Sol- Mail payments or Correspondence to P.O. Box 45715 Rio Rancho, N.M. 87174

La Luz Del Sol Owner Portal. - laluzdelsol.org.

ARTICLE I DEFINITIONS

The following words and their derivatives have these meanings when used in the Regulations:

(A) Regulations - Rules promulgated by the Board from time to time as permitted in the Articles and Bylaws.

(B) Association - The La Luz del Sol Landowners Association (LOA), a New Mexico nonprofit corporation, and its successors.

(C) LLDS - La Luz del Sol

(D) Common Area - Any area shown as a "Common Area" on any current recorded subdivision map of the property and any area designated as a "Common Area" in any Supplemental Declaration, and this includes the facilities intended for common use on a "Common Area".

(E) Living Unit - Any building or any portion of a building on the Property designed and intended for use as a single family or connected dwelling, or any plot of land shown as intended for residential facilities on any recorded subdivision map of the Property, or on the General Plan of Development established by the Developer, as it may need to be amended from time to time.

(F) Office Unit - Any building or any portion of a building on the Property designed and intended for use and occupancy for an office purpose, or any plot of land shown as intended for office facilities on any recorded subdivision map of the Property, or on the General Plan of Development established by the Developer, as it may need to be amended from time to time.

(G) Property - Groups A and B of La Luz del Oeste (original name for LLDS), Unit 4 as shown on the plat recorded March 11, 1980, with the Bernalillo County Clerk, and all additional real property made subject to the Declaration as allowed by the Declaration.

(H) Declaration - The Declaration of Planned Residential Community, recorded on March 11, 1980, in Misc. Book 758, Pages 768 through 783, with the Bernalillo County Clerk, and any Supplemental Declaration, as established by the Declaration.

(I) Bylaws - The By-Laws of the Association.

(J) Board - The LLDS LOA Board of Directors.

(K) AC - The LLDS LOA Architectural Committee

(L) Management Company - The company employed by the Board to manage day-to-day affairs of LLDS.

ARTICLE II

USE AND CONDUCT

The LLDS Board (responsible for establishing and maintaining regulations related to conduct of members and their guests and tenants) has established these regulations:

SECTION 1 - USE

Living Units may only be used as single-family dwellings. This does not prohibit the pursuit of a trade or profession in a Living Unit if there is no outward appearance that the trade or profession is being conducted from the Living Unit. Such business activity must be in compliance with applicable laws and city ordinances and not constitute a nuisance, safety or security hazard, or offensive use to other residents in LLDS. Office Units may be used only for purposes allowed under 0-1 zoning in the Albuquerque Comprehensive Zoning Code.

SECTION 2 - ANIMALS

House pets such as dogs, cats, and birds may be kept in Living Units subject to Albuquerque City Ordinances. No other animals may be kept or raised in any Living Unit, Office Unit, or Common Area. Pet owners must keep their pets on leashes and clean up after them in Common Areas.

SECTION 3 - PARKING

All vehicles (including automobiles, boats, trailers, campers, recreation vehicles, buses, trucks, snowmobiles, and motorcycles) must be parked in Living Unit garages or stored off site. Occasionally, guests may temporarily park vehicles in Common Area parking spaces near the owner's Living Unit for up to 14 consecutive days. To park vehicles longer than 14 consecutive days, a temporary parking permit must be obtained from the Management Company with oversight from the Board. Only operable vehicles may be parked in Common Area parking spaces. Vehicles belonging to Owners of Office Units and their customers must be parked in parking areas assigned to the Office Units.

SECTION 4 - TRAFFIC

The speed limit throughout LLDS is 15 miles per hour. Albuquerque and New Mexico traffic laws are considered regulations enforceable by the Association. Violations are to be reported to the Management Company.

SECTION 5 - BEHAVIOR

The members and any person to whom a Member has extended any privileges of membership under Association Bylaws (including their families, guests, tenants, and customers) must conduct themselves in such a manner that the environment, privacy, common usage, natural man-made facilities and areas, and reputation of LLDS are preserved for the general benefit of all users and residents. In the event a Unit is leased or rented, the Owner remains responsible for the behavior of the Tenant and must, by legal means, remove the Tenant if they are not in compliance with these Regulations. Members are required to include these Regulations as part of any lease, rental or sales agreement for their Unit.

SECTION 6 - NUISANCES

It is the responsibility of each Member to make sure there is no condition around their Unit that could be a disturbance to other residents. This includes a variety of conditions that disturb the peace, quiet, safety, comfort, serenity, or visual continuity of the community for occupants of other Unit including (but not limited to) behavior, decorative items, noise, and cleanliness. No such nuisance may be created or continued in any Living Unit, Office Unit, or Common Area. Nuisance complaints should be reported to the Management Company or the Board of Directors. The Board will decide if a nuisance complaint requires action. Members must remove

any nuisance in their Living Unit or Office Unit or any nuisance for which they are responsible in a Common Area upon the request of the Board or Management Company.

SECTION 7 - TRASH AND RECYCLING CONTAINERS

All trash carts must be stored out of public view except on trash collection day and after 7:00 pm the preceding day. A recycling container is in one location (southeast corner of LLDS). Only those items approved by the city of Albuquerque may be placed in the recycling container. To ensure the recycling container remains in LLDS, every resident must follow recycling rules on the container including:

- Cardboard boxes MUST be broken down and flattened
- No glass, garbage, or food and no wood, sharp metal, or scrap metal
- No styrofoam packaging materials and no plastic bags
- No hazardous waste, batteries, or yard waste
- No motor oil containers, no automobile batteries, no tires
- No electronics (including TVs and computer equipment)
- Items must not be left outside the container will not be collected.

Residents must follow the restrictions spelled out on the container or the city has advised they will stop collecting recyclables.

SECTION 8 - GARAGE SALES

One garage sale, estate sale, or moving (in or out) sale is permitted under these regulations:

- Residents must request a permit for the sale in writing to the Management Company not later than two weeks prior to the sale.
- No sale can be held without a permit.
- Each permit is for one day on any day of the week between 9:00 am and 4:00 pm.
- Sales are limited to resident's personal household items,
- The sale is restricted to the resident's property and must not infringe on exterior walls, walks, or other Common Areas.
- Signs for the sale must not be erected earlier than one hour before the sale begins and must be removed no later than one hour after the sale ends. Signs are limited to one at each entrance to LLDS, one at each intersection in LLDS, and one at the site of the sale.
- Residents who are responsible for the sale must remind those at the sale that their vehicles should not block the garages of other residents or impede traffic.

SECTION 9 - COMMUNITY GATES & GATE HOLDS

Entrance and exit gates to LLDS must not be propped open or forced open or closed. If gates are not working properly, residents should immediately notify the Management Company. Residents should never open gates for unknown callers.

Gate Holds

Gate holds are only allowed on the Coors gate. To request a gate hold, you will need to contact the Management Company at least 48 hours in advance. This is 48 weekday hours. If you are requesting a hold for a Saturday, Sunday or Monday, you must contact the Management Company by end of business on Wednesday. Standing gate holds on a weekly basis must be approved by the Board of Directors. Gate holds are permitted between the hours of 7:00 am and 8:00 pm. The Management Company will inform the Board of Directors of any gate hold requests. If you are requesting a gate hold for an open house / selling your home, this information will be emailed to all members of the community.

Gate Devices

To purchase a gate device, please contact your Management Company.

Gate Codes

The pedestrian gate code to the north of La Luz Del Sol is 2838. This gate opens to Dellyne Ave. Please contact your management company to obtain a gate code for Coors Blvd or to select a new code if you feel your gate code was compromised.

ARTICLE III EXTERIOR APPEARANCES

To preserve the architectural consistency and continuity of LLDS, all units are to retain their original exterior appearance. The Architectural Committee (AC) is responsible for addressing requests for any modification, addition, or improvement that may impact the general appearance of LLDS exteriors for Living Units, Office Units, and Common Area buildings and grounds including, but not limited to, exterior features addressed in Sections 1 and 2 of this Article. The AC will be proactive and vigilant in advising the Board of any proposals, programs, or activities that affect the architectural consistency and continuity of the community. Residents must follow these standards to assure consistency throughout LLDS:

ARCHITECTURAL COLOR STANDARDS

These standards are established and maintained by the LLDS Architectural Committee to assure consistency in the community according to the LLDS Landowners Association Regulations.

Cement Stucco	For homes built prior to 2001: El Rey Stucco Color #116 Adobe
Synthetic (Acrylic) Stucco	For homes built after 2002: Custom-mixed to match El Rey Stucco Color #116 Adobe
Exterior Paint	For use on rain downspouts, garage doors, alarm boxes, utility boxes, meters, chimney caps, vents, parapet backs, and other miscellaneous surfaces to match stucco, and for patio covers: "LLDS Brown", Custom color "La Luz del Sol <u>West</u>" available at Dunn Edwards Paint
Stain	For use on gates of homes built prior to 2001 and on most patio covers: Behr Coffee (DP-358), Semi-Transparent or Solid Stain For use on gates of homes built since 2002, maintain as originally constructed and for wood inserts: Sikkens Cetol in Butternut (072) available at Custom Paint Center, 6417 Lomas Blvd NE
Window Frames	Exterior window frames: Bronze
Window Coverings	Window coverings facing outside: White or Off White
Roofing	For built roofing, surface aggregate color: Tan/Brown . For single membrane (e.g., TPO, PVC, EPDM): Tan . For back of parapets: "LLDS Brown" (see above)

Retractable Awnings

Awning fabric: **Sunbrella Silica Dune (#4859)**
Cassette & Mechanism: **Bronze**

Lighting

Use "Soft White" light bulbs, preferably LED bulbs

Important Note

If an owner has any question or concern, they should contact the Architectural Committee for information and approval before beginning work.

SECTION 1 - LIVING UNITS AND OFFICE UNITS

These regulations include guidelines for Exteriors, Exterior Lighting, Entry Gates, Doorway Alcoves and Soffits, Garage Doors, Interior Window Coverings, Replacement Windows, Patio Covers, Trees and Shrubs, Installations, Signs, Security Bars, and Roofs.

(A) EXTERIORS of all Units, including exterior walls, poles, top and inside of parapets (including roof flashing), must be of the original material and color per LLDS Architectural Color Standards. Wires, pipes, or conduits added to the outside of Units should be buried inside existing stucco or drywall. If this is not possible, the AC will consider written requests for the use of external pipe or wire. Requests will be considered based on the location, ease of disguise, necessity, and cost. The owner of the Unit is responsible for making sure workers are aware of these requirements. All external wires or conduits on roofs or walls must be painted La Luz del Sol Brown (per LLDS Architectural Color Standards) to minimize visibility. Rooftop exhaust vents must also be La Luz del Sol Brown. Chimney caps may be either black or La Luz del Sol Brown. If wires, pipes, chimney caps, or conduits are added to the Unit and are visible from the Common Area or other Units, owner is required to obtain written approval from the AC.

(B) EXTERIOR LIGHTING fixtures must be uniform according to the original construction plan for each building and Unit. Any exterior lighting changes or additions require a written request and approval by the AC.

1. Owners of Units with exterior front lights and common ground lights are responsible for replacing lights with soft white, low voltage bulbs as needed.

2. LLDS is a non-light-polluting community and does not allow flood lights, spotlights, or motion-sensor lights. Exterior lighting is discouraged and if used must use soft white, low-voltage bulbs with covers to direct the light down. Exterior lights, except for front unit lights and common ground lights, should be turned off by 10:00 pm.

(C) PATIO GATES must be maintained as originally constructed without changes to color or texture. Gates on Units must be finished per LLDS Architectural Color Standards. If an Owner desires, their entry gate may contain the Unit number in Arabic numerals of no more than 4 inches high and unlit centered on the gate. Only non-permanent, seasonal decorations are allowed. Units with gates having wooden inserts may add a black metal plate at the bottom to prevent weathering.

(D) DOORWAY ALCOVES AND SOFFITS (undersides) must be maintained as originally constructed without changes to color or texture.

(E) OUTSIDE GARAGE DOOR must be maintained as originally constructed without changes to color, texture, or design.

(F) BACK PATIO DOOR replacement must be of the same design, color, and pane design as originally constructed. Units with three small windows above the patio door may elect to replace these small windows with a single sliding glass door and two side windows that fit within the existing frame. Replacement doors may be metal, wood, or vinyl as long as the exterior frame design and measurements are consistent with the original door. All exterior frames must be dark bronze.

(G) SIDE GARAGE DOORS must be maintained as originally constructed without changes to color, texture, or design. These must be finished per LLDS Architectural Color Standards.

(H) INTERIOR WINDOW COVERINGS that are visible from outside the Unit must be white or off-white to create a consistent appearance throughout the community. Exterior window coverings are not allowed.

(I) REPLACEMENT WINDOWS must be of the same design, color, and pane design as originally constructed. Replacement windows may be metal, wood, or vinyl as long as the exterior frame design and measurements are consistent with the original door. All exterior frames must be dark bronze.

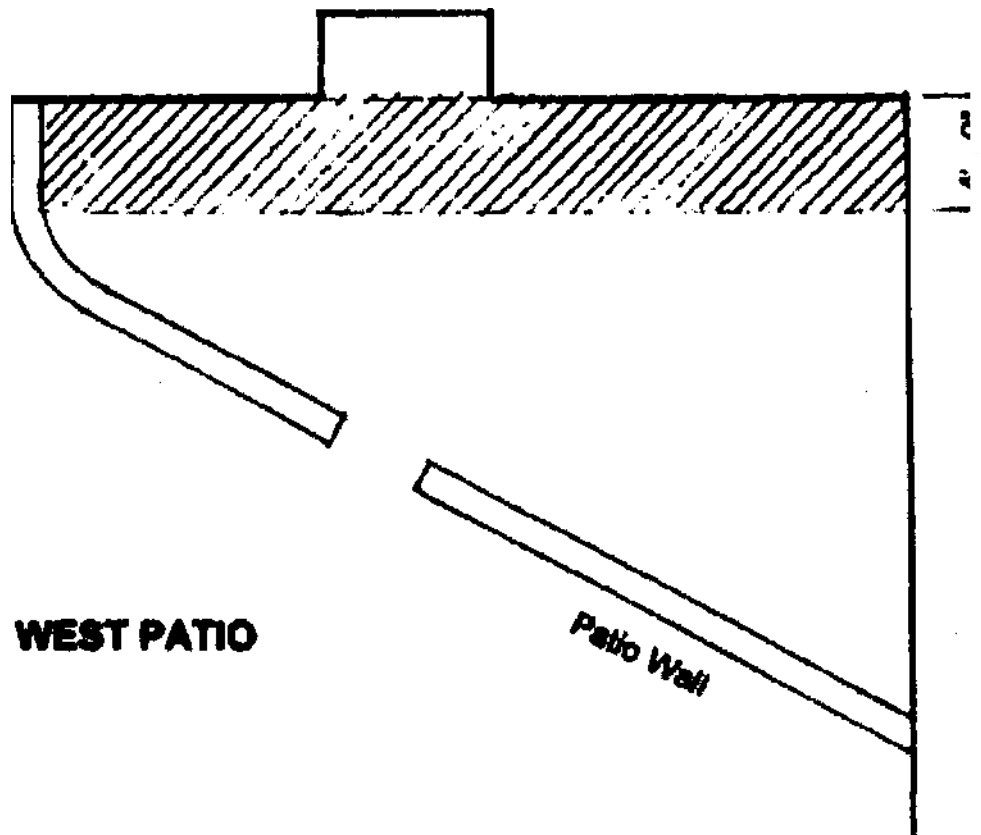
(J) PATIO COVERS

1. ORIGINAL UNITS - Covers for East and West Patios of original units (1-49 Mill and Wind) are defined as any structure that covers a portion of the patio. Plans for a Patio Cover must be approved by the Architectural Committee prior to beginning construction. Patio Covers are to be of a design consistent with those original to the subdivision development with simplicity of design and without ornamental features. They must be rectangular or trapezoid shaped, constructed of wood, or a material with the appearance of wood, and affixed to the building with appropriate supporting posts at the corners away from building walls. The cover canopy must be of a design consisting of evenly spaced slats or appropriately sized beams that partially block the sun. Patio covers cannot have a solid canopy. Fabric awnings are not allowed except as specified in section J-2. The top of the structure must be approximately 8 inches above the bottom of the exterior soffit. All Patio Covers must be painted LLDS Brown or stained dark per published LLDS Architectural Color Standards.

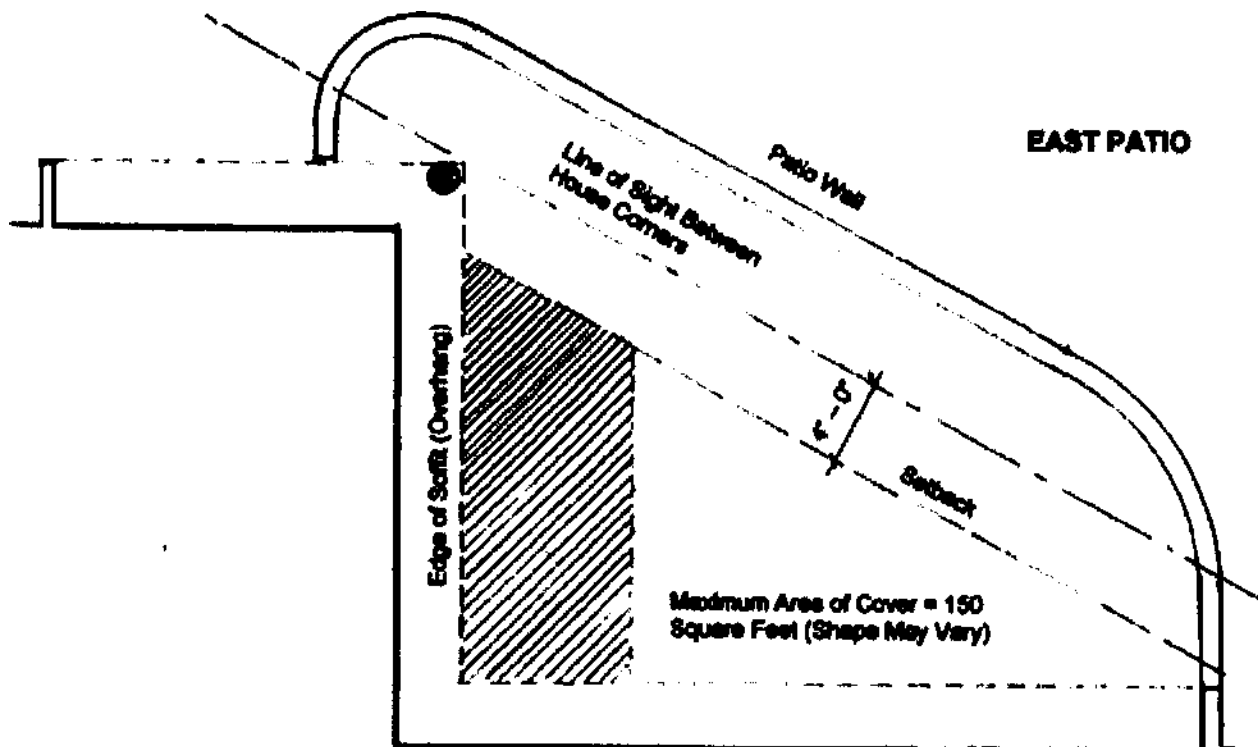
The following plans are approved by the Architectural Committee and if followed do not require prior approval to construct. Failure of an Owner to comply with these approved plans could result in requiring the Owner to immediately dismantle, remove or modify the Patio Cover at their expense.

Approved plan for West Patio Cover (Original Units): The cover must not extend more than four feet from the West wall of the Unit and the length must not extend beyond the inside of the North side of the West patio wall. Building material may be wood or other material as long as it has the appearance of wood. The color must be dark bronze. See drawing below.

Figure 1
Maximum Allowable Size
Of West Patio Cover



Approved plan for East Patio Cover (Original Units): The East side of the patio cover must not extend closer than four feet from the corner of the soffit above the concrete column. The East side of the cover must not extend beyond a line of sight from a point four feet inward from the soffit corner, running parallel to the East patio wall. The cover must not exceed an area of 150 square feet. Building material may be wood or other material as long as it has the appearance of wood. The color must be dark bronze. See drawing below.



2. AWNINGS - Retractable Fabric Awning Patio Covers are defined as any fabric structure or system that covers a portion of the East Patio of a home, including both original units and Las Ventanas units. As with shade structures for original LLDS units, plans for a retractable awning must be submitted to and approved by the management company prior to construction. If the management company has any concerns, the submittal will be referred to the Architectural Committee. The only approved awnings are retractable fabric awnings which must be Rader 250 retractable and motorized with wind sensor/closers to help avoid weather damage. The fabric for awnings must be Sunbrella Silica Dune (#4859). Scalloped sides and ends, valences, stripes or patterns are not allowed. Retractable awnings must be installed by Rader Awning. The awning must cantilever out from under the soffit overhang without posts or columns, and it must be covered with a metal cassette when closed against the wall of the house. The cassette must also cover the leading outside edge of the awning when open. Cassettes must be dark bronze in color (matching exterior window frame color). These awnings are to be used for temporary shade and may not be left open continuously. Awnings may cover any portion of the patio up to 200 square feet of patio surface including the area under the overhang. For Las Ventanas units the awnings, including their structures, may not extend beyond the corners of the house to the north or south, and they may not extend east further than the property line or east side of the patio wall. In addition, for the original LLDS units, awnings must be inside the east property line and inside the "line of sight" between house corners as shown on Figure 2 above for shade structures.

If an awning is continuously left open, the Owner may be required to immediately dismantle and remove the awning at the owner's expense. If an awning becomes worn, torn, faded, or damaged in anyway, the Owner must replace worn elements before using the awning or the owner may be required to dismantle and remove the awning at the owner's expense.

NOTE: To ensure an awning project meets these regulations, an owner must submit their retractable awning specifications and plans to the management company before construction. Failure of an Owner to comply with the approved specifications and failure to submit the specifications to the management company before installation may result in the Owner being required to immediately dismantle, remove, or modify the retractable awning at their expense.

(K) TREES OR OTHER PLANTS on any Living Unit or Office Unit must not obstruct the view from any neighboring Unit. Vines and shrubs must not extend onto another Unit. The owner is responsible for trimming and care of all plants on their property. Violations and obstructed views are to be reported to the Management Company.

(L) INSTALLATIONS (including antennas, satellite dishes, skylights, and solar panels) installed on rooftops must not extend beyond the top of the parapet. The LLDS designated site for satellite dish installation is on the ground inside either the east or west patio. Ground installations must not be visible above patio walls unless required for acceptable signal quality. All solar panel installations require written request and approval by the AC. Roof installations of antennas, satellite dishes, and solar panels must be placed so they are not visible from Units below.

(M) SIGNS, whether permanent or temporary, must not be displayed in public view without written permission from the Management Company.

(N) SECURITY BARS may not be attached to the exterior of Units if they are visible from Common Areas. Wrought-iron security bars may be placed on windows and/or doors facing the west patio if they are not visible from Common Areas.

(Q) ROOFS up to the flashing on the inside of the parapet must be of a material and color visibly compatible with adjoining roofs. Roofs may be replaced with original materials, consistent with these Regulations, without

prior approval. Any changes to roof materials or color requires written request and approval by the AC. When visible from other units or Common Areas, all rooftop metal components (including flashing, air conditioners and their temporary covers, flues, skylight framework, or anything else permitted) must be La Luz del Sol Brown per LLDS Architectural Color Standards.

SECTION 2 - COMMON AREAS

All ground and building area of the property not deeded to individual Living Units and Office Units are designated as Common Area. These must be maintained according to the original southwest native desert concept which was formulated when the subdivision was first developed, and the “Guidelines and Recommendations for Landscape Improvements and Maintenance” adopted in 2012. Common Area is any ground outside the walls of 1-49 Mill and 10-44 Wind as well as the ground of the westside of Las Ventanas Units, 50-72 Wind and 50-56 Mill, as described on the plats for these Units. These Common Areas are maintained by a contractor hired by the Board. Any plants added to Common Areas (adjacent to Units) must be from the approved list for LLDS included in the Guidelines. (Landscape list of approved plants.) All landscaping or other objects on Common Areas are the property of the LOA and the Association retains the right to maintain, modify, or remove them at any time. Included are the following specific areas:

(A) LIGHTING FIXTURES must be maintained according to the original construction plan for each building area. As exact light fixture for replacement on older units is not always possible, Units are requested to match existing fixtures as closely as possible in terms of size, shape, design, and color.

(B) LANDSCAPING maintenance and improvements must be consistent with the original plan for natural southwest native landscape and design and the “Guidelines and Recommendations for Landscape Improvements and Maintenance”. A member of the Association may plant trees and shrubs from the approved landscape list with the approval of the Architectural Committee or the Board. Plants cannot obstruct the view of any living unit when they are planted or anytime in the future. (the understanding that) The LOA retains the right to remove or modify any landscaping in Common Areas.

(C) OBSTRUCTIONS for walkways, roadways, views and other sight lines must be mitigated for maximum safety and esthetics.

(D) PARKING SPACES must be uniform and provide only temporary parking for Owners, tenants, and guests.

(E) POOL BUILDINGS and their walls must be finished with a stucco material of the original color or as required by the city.

(F) COMMON AREA SIGNS such as direction to specific units must be uniform. Private signs (such as political and mercantile) are prohibited. Special permission from the Management Company is required for temporary signs such as garage sales.

(G) TREES AND SHRUBS in Common Areas that obstruct views will be periodically reviewed by the Architectural Committee or the Board or upon request. Common Area trees and shrubs must not inhibit the view of any Living Unit. Any tree that obstructs a view must be trimmed to 15' except those which were part of the original community design and are “grandfathered.”

SECTION 3 - REQUESTS FOR PROPOSED ALTERATIONS

No construction or alteration of any exterior feature that has not been set forth in this document can be started on any Member's property or in Common Areas until plans and specifications describing the proposed alteration or construction have been submitted and approved in writing by the AC. The AC must respond in writing within 30 days after submission, and the response must be in the form of either an approval or disapproval, including a brief explanation. Failure of an Owner to comply with this Regulation may result in the Owner being required to dismantle or modify the unapproved alteration at their expense. Decisions of the AC may be appealed in writing to the Board.

(A) ADDITIONS. No structures of any kind may be added to or built as an attachment in an outside patio or on rooftop decks.

(B) REMOVALS. Approval has been given to units with south-facing sunrooms to remove the structure provided the exterior door is removed, sealed, and the wall refinished with stucco to match the existing wall. The cement slab must also be removed so that the south area of the unit matches the common grounds of LLDS.

ARTICLE IV POOL

SECTION 1 - POOL REQUIREMENTS

The City of Albuquerque Swimming Pool Ordinance (Chapter 10, Article 3) regulates the design, construction, maintenance, and operation of public swimming pools. The LLDS pool is required to comply with city standards and regulations. The city requires:

(A) The LOA designates one resident as a "Certified Pool Operator" who must be certified by taking a city training course. This volunteer is responsible for annual pool inspections, overall pool operation, and interfacing with the city.

(B) Gates to the pool are self-closing and locking per city requirements.

(C) In 1995, the city passed an ordinance that requires a lifeguard for pools of our size. The LOA was granted a variance from the city waiving the lifeguard requirement as long as:

- No more than 48 people are in the pool area at any time, and
- An adult Member or Resident (including tenants) of LLDS serves as a "Responsible Person" with full responsibility for proper and safe use of the pool. This Responsible Person must be 21 years or older and must be on the premises at all times or available to swimmers by telephone, cell phone, or pager and able to respond within 30 minutes.

(D) All accidents must be reported to the Certified Pool Operator whose name and phone number are posted at the pool.

(E) No pets are allowed within the pool walls or structures except for certified service pets.

(F) No glass containers are allowed in the pool area.

(G) The pool area phone is available for calls to 911 only. An alternate method (e.g., cell phone) to contact the Responsible Person if this person is not at the pool.

Compliance with these requirements is critical to ensure continued operation and use of the LLDS pool, recognizing that the pool may be randomly inspected by the city.

SECTION 2 - POOL RULES

Since there is no lifeguard provided at the LLDS pool, these rules are in place for safety and health reasons. Each Responsible Person must assure all pool users that they have the privilege of membership and under LOA Bylaws understand and comply with the city requirements in Section 1 as well as these rules:

(A) No running, diving, or rough play inside the pool walls

(B) An adult 21 or older must accompany swimmers who are younger than 18 years old

(C) There must always be at least one Responsible Person for every ten swimmers

(D) Pool gates must be locked at all times. Do not prop the gates open. The toilet/shower room doors are not self-locking so they must be locked any time the pool area is not occupied. If you are the last person to leave the pool area, make sure these doors and outside gates are locked.

(E) Infants and children who are not toilet trained must wear swim diapers. Soiled diapers must be removed from the pool area and not disposed of in the toilet/shower rooms or trash containers.

(F) Although members, residents, or tenants can serve as a Responsible Person, the LOA strongly encourages a "buddy system" with another swimmer rather than swimming alone. This is recommended by pool safety experts.

(G) Umbrellas and shade sails are easily damaged wind. These are expensive to repair and replace so if you are the last person to leave the pool area, make sure the umbrellas are closed.

(H) One pool key is issued to each unit after the members, residents, or tenants sign a pool Release of Liability Form and that they accept being a Responsible Person. Pool keys may not be duplicated, but if a key is lost a replacement costing \$25 may be ordered from the Management Company.

SECTION 3 - ACCESS TO POOL

(A) Hours of Operation: The LLDS pool may be used from 8:00 am to 10:00 pm during the pool season.

(B) Pool Area Access: One pool key is issued to each unit after the members, residents, or tenants sign a pool Release of Liability Form and that they accept being a Responsible Person per the city requirements. Each member is responsible for proper and safe use of the pool by anyone who uses their key to access the pool area including themselves, their tenants, and their guests. Each member, resident, or tenant must sign the Release of Liability Form mentioned above to confirm they understand and accept this responsibility. If they decline to sign, they will not be issued a key and may not use the pool or pool area. Members may identify other adults who may act as a Responsible Person for their Unit. When a Unit is sold, the pool key must be returned to the Management Company for reissuance to the new member.

(C) Guests: With permission of a member, resident, or tenant who have signed the Release of Liability Form, guests may use the pool; however, members and their guests must sign a Guest Release of Liability Form which

is available in the changing rooms prior to using the pool. A parent or legal guardian must sign for minors under the age of 18. All guests must follow all pool rules including having ability to call the Responsible Person in case of emergency.

(D) Parties in Pool Area: The LLDS pool may be made available for Members, residents, or tenants to host a private party. To host a party of 10 or more guests in the pool area, approval is required at least 7 days in advance from the Management Company. The request must include date, number of people, and the name and contact information of the Responsible Person. Approval or rejection will be in writing from the Management Company. Once approved, the host must notify all members, residents, and tenants of the date and time of the party, and this must be posted at the pool. All party attendees must sign a Guest Release of Liability Form.

(E) Member Acceptance of Liability: Each member who uses a key to access the pool area or who provides a key to a guest, accepts sole and complete responsibility for any damage or injury resulting from use of the pool area. The member releases the LOA, Board, and Members from any and all claims, damages, or injuries arising from use of the pool and indemnifies the LOA and holds it harmless from any such claims, damages, or injuries and any expenses including attorney fees arising from such claims.

ARTICLE V

COMPLAINTS AND ENFORCEMENT

Since La Luz del Sol is a planned community, it is important that all residents follow these regulations to help preserve all values of our community. This cooperative spirit enhances our community and property values.

SECTION 1 - COMPLAINTS OR REPORTS OF NON-COMPLIANCE Members' general complaints or reports regarding these regulations should be directed to the Management Company who will engage the Board as appropriate. Complaints from tenants or guests must be made to the member who has granted them access to the property.

(A) Non-Compliance Article III: Reports regarding External Appearance issues must be referred to the Management Company which will take action as described in Article III. The Owner of a Living Unit will be provided a copy of any written report after the Management Company has verified the conditions. A report of non-compliance may be modified by the originator or the Management Company by written agreement. All reports of non-compliance and subsequent actions will be documented and reported by the Management Company to the Board.

(B) Consultation with Board: Written reports of non-compliances by Owners of Living Units may require consultation with the LOA Board of Directors or Architectural Committee (AC). In these cases, resolution must be achieved by consensus of the Board or AC taking into account the view of the complaining party, the Owner, and neighbors who may be affected. The Board, at their discretion, may dispose of the matter in private executive session or in an open Board meeting.

SECTION 2 - DISPOSITION OF NON-COMPLIANCES These issues will be handled by the Management Company and the Board per their rights and responsibilities defined in the Bylaws and Declaration of the Association. For a violation of the Bylaws, Declaration, or these regulations, the Board may impose fees and may suspend a Member's right of membership, including that of family members, tenants, or guests for a period not to exceed 30 days. The members understand that the damages to the Association and community are

difficult to determine so the fees imposed for violations are reasonable estimates of the damages and are not penalties. Further:

(A) For infractions related to the regulations, a warning must initially be issued followed by a fee schedule established by the Board.

(B) If the Owner of a Living Unit does not correct matters related to non-compliances to Article III to the satisfaction of the Board and/or Architectural Committee, the Board may approve the issuance of a Claim of Lien against the Living Unit in the amount estimated by the Management Company to bring the property into compliance.

SECTION 3 - OWNER RESPONSIBILITIES FOR TENANTS AND GUESTS The Owner of a Living Unit or Office Unit is ultimately responsible for their tenants and guests complying with these regulations. The Owner who extends the privilege of using LLDS Common Areas must supply the Management Company with names, addresses, relationship to Owner, and length of time extended to these persons. The Management Company is responsible for reporting these extended privileges to the Board. It is the Owner's responsibility for their tenants and guests to sign the Release of Liability Form for the pool. Failure to obtain these signed agreements may result in the Owner losing access to the pool.

GENERAL INFORMATION

RULES AND REGULATIONS

The revised rules and regulation in this handbook were approved by the Board of Directors of LLDS on (Date of January board meeting) and replace the previous association rules and regulations. Additional copies of this handbook are available from the management company. (contact info and cost to come from Blue Door).

MEMBERSHIP

La Luz del Sol Landowners are members of two associations.

First, the Landowners Association is the legally constituted Association. The annual meeting is in December, and the Board meets every month or every quarter depending on actions required. Minutes of all meetings are available to members from the Management Company and are posted on their website for LLDS.

Second, La Luz del Sol Neighborhood Association is our liaison with the City of Albuquerque and the Westside Coalition. By holding at least one meeting a year, usually the annual meeting, we are assured of receiving city notices of all zoning matters that could affect our community. Annual dues for the Neighborhood Association are \$5 per member. Payment of dues gives homeowners a vote on any neighborhood issues that arise.

ANNUAL ASSESSMENT

The annual assessment for the LLDS LOA is payable in equal monthly installments due on the first of each month and payable to the management company. Timely payment of these dues is important to our community. Notice of the annual assessment is given at the annual meeting in December.

CONTACT INFORMATION

This information for the LLDS Board and LOA members is available in a separate document available from the management company.