

**COUNTRY CLUB VILLAS
HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
AS OF JUNE 2019**

PREAMBLE

These rules and regulations are created and adopted for the benefit of all homeowners and residents of Country Club Villas to maintain and preserve the following goals:

1. Preservation of property values at their very highest level.
2. Preservation of an attractive, well-groomed, safe and quiet place for adult living.
3. Provision of a forum for imposition of rules and regulations, establishment of hearing procedures for alleged violators, and imposition of sanctions to bring violators into compliance for the good of the complex in accordance with #1 and #2 above.
4. This update of the Rules and Regulations has been entirely "re-written" to clarify the substance of the text as well as to eliminate confusing references pertaining to previous Amendments.

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I. General Provisions

1. Rules and Regulations approved by the Board of Directors of the Country Club Villas Homeowners Association are subject to all restrictions set forth in the By-Laws of the Association as well as all city, state and federal regulations and laws bearing on the same subject; it being understood that the latter regulations and laws take precedence over any rules and regulations established by Country Club Villas Homeowners Association.
2. In the event of violation of any rules and regulations, it shall be the responsibility of the Resident Manager to send a written notice of violation to the person(s) responsible. The Resident Manager shall be empowered to establish a fine or other penalty for any "new" infraction of the Rules, taking into account the seriousness of the violation and subject to approval of the Board of Directors. The Resident Manager shall be responsible to comply with previously established precedents for previous rules infractions of equal or similar seriousness. In the event of disagreement regarding the facts surrounding an offense or the appropriateness of the penalty, the offending homeowner or resident may request and receive a hearing before the Board of Directors.
3. Each Country Club Villas homeowner shall be responsible for any damage to "common areas and facilities" when caused personally or by family members, guests or invitees, or their tenants, tenants' family members, guests, or invitees (if the unit has been leased or rented). "Common areas and facilities" include ALL amenities within the perimeter boundary of the property and outside the eighty (80) residential structures - including outside patios and sidewalks designated as "limited or restricted common areas". Amenities shall include ground cover, landscaping, utilities, privacy walls, paving, enclosure walls of building structures, and all other items owned by and maintained by the Country Club Villas Homeowners Association. In addition, amenities shall also include items located within "limited or restricted common areas" and items owned and maintained by members of the Homeowners Association or their tenants, family members, guests, or invitees. The Homeowners Association shall be responsible for reparation of damaged items owned or maintained by the Homeowners Association. The Homeowners Association shall aid in adjudication of damage to privately owned property, but final reparation shall be the responsibility of the owner of said property.
4. Each homeowner and occupant is encouraged to assist the Resident Manager and Board of Directors in enforcing the rules and regulations by calling any violation to the attention of the offender and requesting compliance and/or advising the Resident Manager. If necessary, the homeowner or occupant should notify the Farmington Police Department or the appropriate city enforcement agency of major violations or any crime in progress. Rules infractions should be reported to the Resident Manager or a member of the Board of Directors.
5. All uninvited persons, including salespersons and solicitors, should be told to leave. Country Club Villas stands on private property, and such persons are trespassers.
6. In the event of any conflict of the rules and regulations with either the By-laws or the Declaration of Covenants, Conditions and Restrictions, the latter shall govern.

II. Unit Occupancy and Use of Premises

1. **AMENDMENT** - Amendment to the Declaration of Condominium Ownership and of Covenants, Conditions and Restrictions for Country Club Villas was approved at a meeting of the Unit Owners on September 30, 1982 - passed upon affirmative vote by more than seventy-five percent (75%) of all Unit Owners pursuant to Article IV, Section 6 of the Declaration. Said Amendment as stated below is incorporated as a rule enforceable by appropriate sanctions:

"Article IV, Section 6: Adult Occupants. All permanent residents shall consist of no more than three (3) occupants per unit, one (1) of which shall be an adult, eighteen (18) years of age or older."

Housing density at this site cannot accommodate unlimited and unrestricted vehicle parking, and safe play space for children (and adults) is limited and unprotected. On-site vehicle circulation has been, and is, a concern for safety; and additional parking which would result from unrestricted Unit Occupancy would further complicate these issues.

Potable water is provided to the entire complex through a common meter, and sewer fees are based upon total water usage. Solid waste removal from the site creates an on-site traffic hazard. Maintenance costs for on-site water, sewer, and solid waste removal are also a function of regulated (or unregulated) Unit Occupancy.

2. **GENERAL** - Homeowners and Residents are responsible for their children, their guests, and the children of their guests. Restrictions cited are for the safety and protection of residents, guests, and especially children - as well as for the quiet use and enjoyment of the premises by other occupants.
3. **NOISE LEVELS** - Noise levels shall be moderated by all residents and guests between the hours of 9:30 P.M. and 8:00 A.M. so as not to interfere with the peace and enjoyment of other residents. The Country Club Villas Manager will respond to complaints regarding "noise problems". However, ultimate enforcement shall be governed by provisions of the Farmington Noise Control Ordinance, and residents are encouraged to contact the Farmington Environmental Health Department or the Code Compliance Enforcement of the Farmington Police Department directly with any complaints about consistent, persistent or recurring noise abuses.
4. **USE OF PREMISES (Swimming Pool and Hot Tub Area)** - All Residents and Guests (including children and their parents) using the Swimming Pool and Hot Tub Area are subject to Rules cited in Section V (below).
5. **BICYCLES** - Children shall not be allowed to ride bicycles within the premises of Country Club Villas, NO EXCEPTIONS. Although safety is still an issue, adults shall be permitted to ride bicycles, but only from their Unit to the Villa View Drive entrance and from the Villa View Drive entrance back to their Unit. However, adult cyclists are responsible for their own safety, and no riding is permitted on sidewalks or "around the complex". (On-site traffic presents a problem for safety, and adult cyclists are encouraged to walk their bicycles to the entrance as an example to children.)

- 6 **PLAY SPACE FOR CHILDREN** -There is no provision on-site for playground space for children (or adults, for that matter). Children and adults are restricted from playing on sidewalks and driveways. No wheeled vehicles (or toys) such as skateboards, roller blades, big wheels, drones or radio-controlled toys are permitted. Children under the age of twelve (12) may ride tricycles on the premises for short periods of time and only when accompanied by, and under the careful supervision, of a responsible adult.

III. Automobiles and Parking

1. **PARKING STICKERS** - The Homeowners Association shall issue parking stickers for all vehicles which are entitled to be parked on the premises by virtue of resident ownership. All vehicles for all Units must be declared on the "Resident Information Sheets" provided to the Resident Manager. Parking Stickers shall be affixed to the inside surface of either the front or rear window (preferably the front) of the vehicle at a location which will not interfere with the driver's vision. For residents who may have to drive different vehicles as a condition of their employment, the Board of Directors may approve a sticker to hang from the rear view mirror inside the front windshield of the vehicle in lieu of a sticker affixed to the window glass. Only vehicles with stickers affixed may be parked on the premises.
2. **PARKING IN GARAGE** - Residents of all Units are required to park at least one vehicle in the garage of their Unit. (Parking a second vehicle in two-car garages is optional.) Parking for additional vehicles shall be utilized as provided below:

FIRST EXTERIOR PARKING SPACE - Each Unit is entitled to park one vehicle on-site without charge. Any space which is not marked "RESERVED" may be utilized on a first-come basis, subject to availability. If desired, the "First Exterior Parking Space" may be reserved, with selection subject to availability. The charge for a "Reserved Parking Space" is twenty dollars (\$20.00) per month, payable three (3) months in advance, and billed per each quarter year. Partial quarter periods will be prorated for newly-reserved spaces; no refunds will be made for spaces which are relinquished during a quarter period. Only one reserved space shall be permitted per unit.

SECOND EXTERIOR PARKING SPACE - All "Second Exterior Parking Spaces" are subject to approval of the Board of Directors. If a Condominium Unit requires a "Second Exterior Parking Space", that space cannot be reserved and shall only be available on a first-come basis. The charge for a "Second Exterior Parking Space" is thirty dollars (\$30.00) per month, billable and payable according to procedures cited above for reserved spaces. (Note that there is no charge for a "Second Exterior Parking Space" under terms of the EXCEPTION cited below.)

THIRD (AND ADDITIONAL) EXTERIOR PARKING SPACE(S) - All "Additional Exterior Parking Spaces" are subject to approval of the Board of Directors. If a Condominium Unit requires a third (or additional) exterior parking space(s), those spaces cannot be reserved and shall only be available on a first-come basis. The charge for "Additional Exterior Parking Spaces" is fifty dollars (\$50.00) per space per month, billable and payable according to procedures cited above for reserved spaces.

EXCEPTION - If dimensions of all vehicles owned by a resident at the time he buys or rents his Condominium Unit exceed the garage space, both the first and second exterior parking spaces shall be entitled to park on-site without charge, on a first-come basis. However, a member of the Board of Directors shall be required to witness that all vehicles are too large to fit inside the garage space. Under the terms of this "Exception", a third exterior parking space (if requested) shall be afforded the same status as cited above for "Second Exterior Parking Space" - without charge. A "Fourth Exterior Parking Space" shall not be granted under this "Exception".

3. **OFF-SITE VEHICLE PARKING**-Boats, trailers, camp trailers, pickups with campers, motor homes, dune buggies, off- road motorcycles, limited-use recreation vehicles, and commercial vehicles over one-ton are not to be parked anywhere on the premises, except to load and unload within a reasonable period of time (which does not include overnight). Pickup trucks with 'camper shells' and such vehicles as golf carts and street-legal motorcycles (licensed by the DMV) may be parked on-site. Note that any oversize vehicle which encroaches into adjacent parking space(s), driveways or common areas, although it would otherwise be considered "legal" according to this paragraph, may be restricted from the premises or restricted to specific parking locations by the Board of Directors.
4. **MOVING VANS AND COMMERCIAL VEHICLES** - No moving vans longer than 50' (feet) overall length shall be allowed on the premises; larger road vans must park on the street and be loaded/unloaded by "shuttle" trucks. Violation of this restriction will be fined at the rate of \$500.00 per occurrence. Commercial vehicles must be loaded or unloaded and moved immediately from the complex and shall not be allowed to park inside the complex overnight.
5. **PRIVATE MOVING**-Parking of U-Haul type van trucks or U-Haul type trailers will be allowed inside the complex for one night only during the process of moving into a unit or out of a unit. The parking space to be used shall be designated by the Resident Manager, depending upon space available at the time.
6. **TEMPORARY GARAGE STORAGE EXCEPTION** - New residents shall be required to park one vehicle in the garage within thirty (30) days from the day they officially "move in". (One month is deemed adequate for unpacking and moving belongings into the house or to a storage facility.)
7. **VISITOR AND GUEST PARKING**- Vehicles belonging to guests must be declared to the Resident Manager; except that vehicles of "infrequent" guests staying less than six (6) days need not be declared to the Resident Manager. It is the responsibility of Owners and Residents to inform their visitors or guests of all parking regulations. Guests shall not be allowed to park within the complex for more than thirty (30) days; after thirty days, the Unit Owner shall be charged for an additional exterior parking space according to provisions above. Visitors and Guests are the responsibility of the Resident and the Unit Owner. Fines for rules violations shall be issued to the Unit Owner, whether the violation was committed by the resident or by his/her guest.
8. **VEHICLE MUD/DEBRIS**-It is the responsibility of vehicle owners to clean up mud or waste of any kind left in the driveways or parking lots by their vehicles. This is specifically directed at, but not limited to, vehicles used on mud roads going to/from the oil and gas fields and the power plants.
9. **PARKING OBSTRUCTION** - No vehicles shall be parked in such a manner to impede or prevent ready access to another Owner's/Resident's garage, or parking spaces marked "Reserved".

10. **SPEED LIMIT** - The maximum permissible speed for vehicle operation on Country Club Villas property is ten miles per hour (10 MPH). Failure to maintain "courteous and safe" vehicle speed shall be grounds for the Resident Manager to issue a twenty-five dollar (**\$50.00**) fine to the Unit Owner. One, and only one, warning is authorized by the Board but shall be at the discretion of the Manager.
11. **WASHING OF VEHICLES**-No vehicles shall be washed in the common areas.
12. **VEHICLE NOISE** -The owners, occupants or their guests shall not cause or permit the blowing of vehicle horns, loud playing of vehicle audio systems, or unnecessary "revving" of vehicle engines anywhere in the complex except as necessary for the safe operation thereof.
13. **PARKING VIOLATIONS-Parking** violations shall be subject to fines, towing and loss of parking privileges.

Vehicles may not be parked:

- A. In front of garages, except for reasonable periods of time to load and unload. The only exception shall be that residents of Building #5 may park behind their garages, facing their units. (It has been determined that this will not impede traffic flow and that additional parking spaces thus provided are desirable.)
 - B. In any of the roadways (driveways).
 - C. In designated firelanes.
 - D. On non-paved areas - including gravel and rock landscaping.
 - E. Behind other vehicles (double parking).
 - D. In someone else's reserved parking space, without permission.
 - F. Anywhere inside the complex - for a vehicle which exceeds the maximum allowable number of entitled (or paid) parking spaces for any particular Condominium Unit.
14. **ENFORCEMENT AGAINST VEHICLE VIOLATIONS-Vehicles** in violation of these rules (parking and/or speeding) will be fined twenty-five dollars (\$50.00) per occurrence. Any vehicle fined for three or more violations within any six month period shall be subject to towing from the premises at the Owner's expense. Towing will be authorized by the Board of Directors at the Manager's request, and the Unit Owner will be notified in writing of any authorization for towing. Persistent misuse of parking rules, vehicle speeds and/or other rules violations by the resident and/or resident's guests will result in loss of common space parking privileges for the unit.

USE OF EXTERIOR PARKING SPACES IS A PRIVILEGE, NOT A RIGHT, AND CAN BE SUSPENDED OR REVOKED.

IV. Pets

1. Ownership and maintenance of pets is permitted at Country Club Villas, except as regulated herein. The test for acceptability has always been, and will continue to be, that pets shall not be seen, smelled, nor heard by other residents. And as long as pets are kept inside the resident's unit at all times, there is seldom a problem except uncontrolled barking of dogs - with said barking being a finable offense if it consistently disturbs the "quiet enjoyment" of other residents. Pets are not allowed in "unrestricted common areas" at any time. Pets are allowed in "limited common areas" (patio areas) only to the extent that cleanliness is maintained and that the pets do not constitute a nuisance to other residents (i.e., they are not seen, smelled, or heard). The owner's burden for controlling large animals and for controlling more than one animal is obviously more stringent than for a single small animal.

Although there have been occasional stray animals on Country Club Villas property, there is no evidence that animal feces or urine in "limited common areas" have been responsible for attracting strays. If this should become a problem in the future, the Homeowners Board reserves the right to also restrict pets from "limited common areas".

2. Complaints about pets shall be addressed by the Homeowners Board, and fines shall be levied to enforce responsibility of pet ownership and maintenance. Initially, the Resident Manager or a Board member may or may not issue a verbal warning, but verbal warnings shall be documented with the date(s) and circumstances for the warning. If the offense is not corrected, fines shall be issued.
3. Fines for violation of pets on the premises shall be administered in three (3) phases - to be uniformly enforced with no exceptions.
 - A. The first pet violation will result in a \$50 fine.
 - B. The second violation will result in a \$100 fine.
 - C. The third violation will result in a fine of \$100 per day which will persist until the Board is convinced that the offending pets have been permanently removed from the property.

All unpaid fines are enforceable by restriction of use of "common areas" - including the pool, the spa, and on-site parking and driveways. Please note that these measures are mandated in the Covenants and By-Laws, which are binding upon all Unit Owners. Ultimately, collection of unpaid fines will be secured by filing of a lien against whatever property, or properties, may be in arrears.

V. Swimming Pool and Hot Tub Area

1. **There is no lifeguard on duty. Use of the pool and hot tub are at the risk of the user. An emergency alarm and a telephone programmed for 911 calls are located near the bath house. Cameras in the area are for recording purposes only. ALL RESIDENTS SHOULD BECOME FAMILIAR WITH THESE SAFETY AMENITIES.**
2. **Glass bottles, glass containers, and glass items of any type are prohibited in the pool and hot tub area at all times. Violators shall be asked to remove all glass items from the pool and shall be issued a warning. Repeat violators shall be issued an automatic fifty dollar (\$50.00) fine. Violations resulting in glass breakage shall result in OWNER being charged all costs of clean-up, draining and refilling the pool and/or hot tub, medical expenses and all other appropriate sanctions.**
3. **"Street clothing" (i.e., t-shirts, tank tops, cut-offs, etc.) are not allowed in the pool or hot tub. Dyes and/or soap residue can clog pumps and filters. Bathers are required to shower before entering the pool or the hot tub.**
4. **All posted signs in and around the pool and hot tub area are to be observed and are part of these Rules and Regulations.**
5. **The pool and hot tub area hours are between 8:00 A.M. AND 10:00 P.M. Persons in the pool and hot tub common area "after hours" are subject to an automatic fine of fifty dollars (\$50.00) per person. Arrest by the police, and prosecution for trespassing shall be the prerogative of the Homeowners' Association.**
6. **BEHAVIOR AND COURTESY - "Horseplay", running, abusive language, or disrespect and disregard of others is prohibited. The volume of radios and other sound devices must be kept at discreet levels such that peaceful enjoyment of the facilities is not disturbed. Owners, Residents, and/or Guests have the right to request that offensive behavior cease. Whenever the Manager observes offensive behavior, he/she may require that the offending person leave the pool and hot tub area. Farmington Police Dept. will be called depending upon the nature of the situation and a fine will be issued.**
7. **POOL PASSES- One pool pass shall be issued for each Condominium Unit, plus an additional pool pass shall be issued to each non-resident Owner. The Homeowners Association issues all passes to Owners only; Owners of rental units are responsible for re-issuing passes to tenants of those units. Each Owner is responsible for the proper use of each pass provided to him. If a pool pass should be lost, no Resident or guest from that unit may use the pool and hot tub common area until a new pass has been issued. Unit Owners (or the representative) shall be responsible for maintaining pool passes and for replacing lost pool passes, and a "replacement fee" of twenty five dollars (\$25.00) will be assessed by the Homeowners Association for replacing each lost pool pass.**

Whenever a bona fide Resident or Owner is using the swimming pool and hot tub area enclosure, an applicable pool pass must accompany that individual. UPON DEMAND BY THE MANAGER OR ANY RESIDENT, THE POOL PASS MUST BE PRODUCED FOR IDENTIFICATION. If more than one resident and/or guest from any unit is using the pool area simultaneously, the pool pass must be maintained in the pool area until the last person leaves. Anyone in the pool and hot tub area enclosure without a pool pass will be asked to leave. Anyone using a non-valid pass shall be asked to leave the pool area and to surrender the suspended pass and the owner will be fined a \$50 fine.

Pool passes are non-transferable, and Residents are prohibited from "posting" their pool passes for visitors to access and use "indiscriminately". Residents are allowed to loan their passes to specific guests, but the Unit Owner shall be responsible for proper use of said passes. Non-resident Unit Owners shall have discretion regarding distribution and restriction of pool passes issued for their own units and may confiscate their own pool passes accordingly. Pool passes may be utilized by Unit Owners in any manner which does not violate the spirit of current Association Rules; however, pool passes confiscated by the Manager shall be re-issued only by the Association Board or according to Policies already adopted by the Board.

8. **OCCUPANCY RESTRICTIONS** -At no time shall occupancy limits posted in the pool and hot tub area be exceeded. The total of residents and guests from any one unit may not exceed ten (10) people. Guests from any unit shall be asked to leave the pool and hot tub area if the total from that Unit exceeds ten. Repeated violation of this Rule shall be grounds for confiscation of the pool pass and/or issuing a fine. Non-resident Owners shall be responsible for tenants' compliance with occupancy limits and with enforcement procedures.

9. **AGE RESTRICTIONS** - Anyone who is at least fourteen (14) years of age may use the pool and hot tub facilities as long as they possess a valid pool pass. (If the holder of the pool pass is not a resident of the unit for which the pass was issued, it shall be assumed that the pass is being used with permission of the Unit Resident or Owner.) Children under fourteen (14) years of age **MUST BE ATTENDED** by a parent or other responsible adult at least eighteen (18) years of age who shall remain in the pool and hot tub common area at all times. (This Rule is mandated by the New Mexico Environmental Department and is State law.) Violators will be fined and pool passes will be suspended.

Any child still wearing diapers, and all children under 3 years of age must wear wet pants while in the pool. This policy is for the prevention of disease (in particular, fecal ecoli, which can be fatal). In case of possible fecal contamination, the pool must be evacuated for a minimum of 26 hours.

Young children in the hot tub are a special concern for the Homeowners Association. All posted rules shall be obeyed- and young children shall never be beyond arm's reach of a responsible adult. No children under fourteen (14) years of age are allowed in the pool and hot tub area enclosure after 8:00 P.M. After 8:00 P.M., all non-resident guests must be accompanied by a "responsible adult resident" in possession of a valid pool pass.

10. **FEES AND FINES-** Fees and fines associated with Rule Violations shall be issued to Unit Owners only, even when the fee or fine was incurred by a Tenant Resident or a Guest. Abuse of pool pass privileges may be grounds for suspension or revocation of the applicable pool pass.

Use of the pool and hot tub common area without a valid pool pass will be subject to a fine of fifty dollars (\$50.00) per occurrence. Fines will also be assessed for violation of any other pool/hot tub rules. Pool pass suspensions may be appealed to the Board of Directors in writing.

11. The Homeowners Association Board reserves the right to add or amend fines and sanctions as appropriate for violation of existing Rules.

VI. Delinquent Payments

1. Monthly dues and assessments shall be paid promptly in order to permit efficient management of the Association's business affairs. Homeowner's fees, parking fees, and fines are due and payable the first of each month.
2. Late charges shall be added to delinquent dues and assessments as follows:
 - A. A late charge of fifty dollars (\$50.00) per unit per month shall be assessed on the unpaid balance of dues, assessments, fees, and/or fines not paid within fifteen (15) days of the due date from the previous month.
 - B. Homeowner accounts which are delinquent "in toto", or in part, for sixty (60) days (or more) beyond the payment "due date" shall accrue interest at the rate of five percent (5%) per month of cumulative unpaid balance of unpaid dues, assessments, fees, and fines - in addition to late charges accrued according to Paragraph A, above. The initial interest charge shall be based upon the unpaid balance sixty (60) days previous; subsequently, interest shall be calculated on the total unpaid balance thirty (30) days prior to the applicable "date of delinquency" until the account has been paid in full. The Homeowners Association Board shall not "forgive" late charges nor interest which has been properly calculated, accrued, and added to any outstanding, unpaid balances.
3. The following actions may be taken to collect delinquencies owed to the Country Club Villas Homeowners Association:
 - A. All privileges for use of common facilities, including pool, hot tub, exterior parking, etc. may be revoked by the Board of Directors until payment has been received in full for all amounts owed. Revocation of privileges shall apply to all unit owners, residents, and guests.
 - B. A lien may be filed by the Board of Directors against any unit with unpaid assessments. The lien shall declare the unpaid balance at the date of filing and shall include provision for accumulation of additional dues, assessments, fees, and fines to be satisfied for the lien to be released at any undetermined future date.
 - C. Legal action, if necessary, will be taken to recover all delinquent amounts, plus expenses, plus attorney fees.

VII. Maintenance

1. **TRASH** - Residents and guests shall not litter the premises with cans, bottles, papers, cigarette butts, etc. All trash in common areas, including the Pool/Hot Tub enclosure, must be collected in waste containers and transferred to Waste Management receptacles. Trash containers for individual residential units must be kept in garages, except on trash collection day (which is currently Thursday). Trash containers are to be placed beside garage doorways at least one foot (1'-0") minimum from the building wall. Containers may be set out after dark on Wednesday and must be taken in after trash collection (no later than Thursday evening). Residents who will be out of town, or otherwise unable to comply, shall make arrangements with the Resident Manager.

2. **PEST CONTROL** - The Country Club Villas Homeowners Association shall provide pest control for termites on a "per building" basis as required. If there is evidence that termites are present in any Unit, the Owner of that unit shall notify the Resident Manager at the earliest possible opportunity.

All tenants shall store foodstuffs, refuse, and other commodities in closed containers to discourage infestation by other animal and insect pests. Metal cans saved for recycling shall be washed or stored in closed, pest-proof containers. If there is evidence that pest control is required as a result of improper storage habits, the Association may assess the Owner responsible for the cost of pest control for the entire building.

3. **UTILITIES** - No occupant shall change, disturb or interfere in any manner with an exterior lighting apparatus or other utilities on or about the buildings.

4. **COMMUNICATIONS EQUIPMENT**- No radio, TV, telephone, or other electronic receiving or transmission devices, aerials, or antennae shall be installed or maintained by residents outside their respective units without approval of the Homeowners Association Board. Re-construction of the original parapet walls at the "flat" portions of building roofs includes installation of rigid blocking to accommodate attachment of communication equipment. Any owner who installs equipment on the roof must do so pursuant to approval of the Homeowner Association Board and must accept responsibility for any repairs arising from poor workmanship or damage associated with said installation. Assuming that receivers and hardware have been installed in a workmanlike manner, all wiring shall also be properly secured and hidden from view wherever possible. The Unit Owner shall be responsible for correcting dangerous or unsightly equipment installations in a timely manner.

5. Repairs by Homeowners:

A. Windows and doors

1. Replacement of broken window and sliding glass door units (resulting from damage by resident or guests)
2. Broken seals and moisture in sealed window units
3. Window screens and sliding glass door screens
4. Replacement of front entry doors and replacement/addition of storm doors
5. Glass tinting or replacement of tinting
6. Maintenance of garage door operators, tracks, and mechanical parts

B. Maintenance and replacement of heaters, furnaces, chimney extensions, filters,

- and appurtenant items
- C. Maintenance and replacement of air conditioners, evaporative coolers, filters, and appurtenant items
- D. Sweeping and snow removal from sidewalks adjacent to each personal living unit and clearing of limited/restricted common areas adjacent to each personal living unit
- E. Maintenance and repair of sewer lines which serve individual units
- F. Maintenance and repair of outside faucets (hose bibs). Note: Installation of new hose bibs shall be approved by the Board of Directors, with installation and maintenance to be the responsibility of the Unit Owner.
- G. Inspection and replacement of smoke detectors.
- H. Inspection and replacement of flapper valves in toilet tanks and repair of dripping faucets (to reduce water usage)
- I. Changing exterior electric light bulbs
- J. **Inspection and certification to the Homeowner Association Board that wood-burning fireplaces and chimneys have been serviced and are safe to operate. It is strongly recommended that fireplaces NOT be used for wood or coal burning - the reason being that the fireboxes and chimneys are more than thirty (30) years old, and the "possible state of deterioration" is unknown.**

All maintenance and repairs performed by the homeowners or their assignees is subject to approval of the Board of Directors. All repairs and remodeling which require permits according to standards set by the City of Farmington must be permitted.

6. Repairs by the Homeowners Association:

Note: Scheduling of repairs shall be determined by the Association.

- A. Windows accidentally broken from the outside by rocks, golf balls, or other objects
- B. Repair and replacement of garage doors and garage door panels.
- C. Repair of roofing and repair of damage to interior wall surfaces due to roof leaks
NOTE: Damage to interior wall and ceiling surfaces which has not been reported to the Resident Manager or to one of the Homeowner Board members "in a timely manner" may be denied by the Board if delay of notification has resulted in needless worsening of damage to the structure or wall, ceiling, floor surfaces.
- D. Maintenance of front entry doors (including repair of cracks and separations of wood panels, re-surfacing, re-varnishing, and repainting) Note: The Homeowners Association reserves the right of maintenance refusal for any door which has become too badly weathered/damaged to warrant repair.
- E. Painting, maintenance, and replacement of exterior trim at doors, windows, fascias, garage door jambs, etc.
- F. Removal of snow and ice from "unrestricted common areas" (driveways, parking lots, primary sidewalks, etc.
- G. Maintenance, repair, and replacement of exterior stucco surfaces
- H. Maintenance and repair(s) of pavements
- I. Maintenance, repair, and replacement of fences and landscaping

7. Equipment Service.

- A. Evaporative coolers must be serviced twice per year - spring and fall. Damage (including breakage of roof tiles) caused by servicing of evaporative coolers or refrigerated air conditioners will be repaired by the Homeowners Association; however, the Board reserves the right to assess the cost of repair to the individual Homeowner whenever the party responsible for said damage can be identified.

VIII. Garages

1. Storage or other use of any garage which does not allow at least one automobile to be parked as intended is not allowed. With approximately eighty (80) outside spaces for the eighty (80) units, each unit must have at least one (1) vehicle parked in the garage. Any resident habitually parking in the common area and not using his/her garage for required parking shall be sanctioned appropriately.
2. Garages must be kept clean, reasonably neat, and free from fire hazards. No flammable liquids or agents which create flammable vapors (such as gasoline, paints, or cleaning fluids) shall be used in the garages or stored for extended periods of time. The Homeowners Association requires that cleaning agents or other potentially hazardous materials be sealed in secure containers (properly identified) and that any such materials be "recycled" at least once per year.
3. No commercial business or enterprise of any kind may be conducted using these "residential" garages.
4. No vehicle repair or maintenance service of any kind are to be performed in garages - except in case of an emergency, such as a dead battery. No vehicle repair or servicing of any kind shall be permitted in the common areas.
5. Garage doors must be kept closed at all times except when entering or exiting- or when some other valid activity is being conducted in the garage.

IX. Signs

1. No exterior shades, awnings, or window guards shall be used except as installed or approved by the Association.
2. No signs of any kind shall be placed in windows or on doors or on other exterior building surfaces or fences or common areas or facilities - except for locations approved by the Homeowners Association and in such manner also approved by the Association.
3. Creation of the Country Club Villas of Farmington website (www.ccvhoa.net) dedicated exclusively to Association business and information precludes the actual need for private or commercial Real Estate signs to be posted on the property. **NO REAL ESTATE SIGNS SHALL BE POSTED ON COUNTRY CLUB VILLAS PROPERTY.**** There is no charge to owners who wish to advertise the status of their condo units for sale or lease on this website. Real Estate Agents or Owners interested in advertising should contact the Homeowners Association Board via the website.

** The Homeowners Association cannot prohibit posting of signs on the street right-of-way setback in front of the Country Club Villas property. The Association respectfully requests that any such signs be limited to no more than one sign per Real Estate Company, that each sign not exceed 625 square inches in area, and that said signs be located beyond the driveway to minimize obstruction of view for entering or exiting the property. Placement of Real Estate signs must be approved by the Homeowners Association by contacting the Manager.

X. Basic Procedures for Enforcing Rules

1. A written notice shall be provided to the homeowner of any unit responsible for violation of any of the above listed rules. Tenant residents shall be provided with a copy of said notice. Written notice may not be issued when immediate enforcement is necessary for the safety and well being of other residents. The written notice will request immediate corrective action and will specify the period before a fine will be assessed if corrective action is not taken.
2. If timely action is not taken to correct the infraction, appropriate fines may be assessed by the Board of Directors until the problem has been remedied. The Board may establish a schedule of specific fines for continued violations of rules.
3. The Board will include unpaid fines on monthly billing statements to the homeowner. "Past Due" fines shall be assessed late charges and shall accrue interest and remain on the books as an "account receivable" to be collected from the owner as a past due assessment against the property at the time of sale. The Association may take other appropriate action to collect any delinquent assessments and/or fines.
4. These rules are not intended to exclude any rules provided for in the Country Club Villas Declaration, its Articles of Incorporation, its By-Laws or any amendment thereto. Violations for any of the rules contained in these three documents are also subject to a fine.

These Rules and Regulations have been reviewed, amended, and adopted by the Homeowners Association Board of Directors and shall supercede and replace all previously published versions of Rules and Regulations heretofore in force (the Declarations, Covenants and Conditions and the By-Laws of Country Club Villas of Farmington remaining in full force and effect), to be in full force and effect beginning the 1st day of June, 2019. and the date of adoption by the Board of Directors shall be the _15th day of May, 20 19.

Pete Witzemann (Vice President) _____

Grady E. Griffith (Sec/Treasurer) _____

Nancy Kester (Director) _____

Janis Stefle (Director) _____

Peggy Puckett (Director) _____