



**THE LOFTS**  
at Albuquerque High

**GYM LOFTS ASSOCIATION, INC.  
RULES & REGULATIONS**

**IMPORTANT INFORMATION**

Community Address:	300 Tijeras Ave. NE, Albuquerque, NM 87102
Association Mailing Address:	P.O. Box 302, Albuquerque, NM 87103
Management Company:	EDo Spaces, LLC 401 Central Ave. NE, Suite D, Albuquerque, NM 87102
	Contact: Lara Simon, Qualifying Broker
	Phone: (505) 247-3935
	E-mail: Lara@EDoSpaces.com

**(See General Information section below for Management Company Communication Protocol)**

Maintenance:	Stephanie Pajarito, Maintenance Supervisor, EDo Spaces
Non-Emergency	
Common Area Maintenance:	Stephanie@EDoSpaces.com
Emergency Common Area Maintenance:	(505) 489-8165
Emergency:	Dial 9-1-1

**INTRODUCTION**

This handbook has been compiled for you by our Association to outline the operational procedures of the Association and to provide other information about your Association's Property. The purpose of your Association is to protect, maintain and enhance the Gym Lofts property while making association living a pleasant experience for everyone.

The Association concept is a device for engaging able people to manage the Community's Assets. The advantage of a planned development is that those with invested interest in the community's welfare, the Property Owners, retain the authority, as well as the responsibility for maintaining the Property.

Living in a planned development can be a rewarding experience. A planned development helps ensure that the original planning concepts and design that went into creating the Community are preserved, protected, maintained and enhanced.

**EVERYONE BENEFITS FROM AN EFFECTIVE ASSOCIATION**

Each Owner should have received a copy of the Condominium Declaration, Articles of Incorporation and Bylaws, generically together referred to as the Covenants, Conditions and Restrictions (CC&Rs) for the Gym Lofts. These CC&Rs are the governing documents, along with the Rules and Regulations, which are periodically updated and distributed by your Board. Please become completely familiar with these publications since they set forth in detail the rights, duties and obligations of each Owner. These Rules and Regulations supplement the CC&Rs, and in case of conflict, the CC&Rs shall prevail.

Please read this information carefully and be certain that your family, guests and tenants understand the rules and regulations entirely. If there are any questions, or if you do not have copies of the Association's documents, please contact the Management in writing.

In order to maintain a responsible and successful community, the governing documents must be observed. They insure the enjoyment of your community and the continuing appreciation of your individual investments.

We trust that your knowledge of this information will enhance your daily enjoyment of your home at Gym Lofts.

*Thank you for your consideration and cooperation*

### **GENERAL INFORMATION**

Each Condominium Owner is a member of the Gym Lofts Association. Owner participation is both necessary and encouraged. Residential responsibility, cooperation and action have many rewards. One is that the quality of the Community is preserved, maintained and enhanced.

The purpose of our Condominium Association is to maintain, repair, replace and/or care for the Property and assets of Gym Lofts for the mutual benefit of all Owners. Your cooperation is essential in order to accomplish these purposes; and common sense and consideration for your neighbors are the keys to its success.

### **MANAGEMENT COMPANY**

A Management Company has been chosen to handle the day-to-day operation of the Association. Board Members may be contacted via e-mail, personal contact or telephone (where a number has been provided).

### **MANAGEMENT COMPANY COMMUNICATION PROTOCOL**

#### a) Communicating with Management:

1. E-mail/Other Form of Written Communication: Residents/Owners must submit all communications in writing via e-mail at [Lara@EDoSpaces.com](mailto:Lara@EDoSpaces.com) - all e-mails will be responded to within 24 business hours (M - F, 8 a.m. to 5 p.m.). If Residents/Owners do not have e-mail access, communications may be mailed to P.O. Box 302, Albuquerque, NM 87103, or dropped in the EDo Spaces alley door mail slot (the marked red alley door is located on the east side of the City Market building at 401 Central NE).
2. By Appointment: EDo Spaces cannot accommodate walk-ins. However, appointments may be scheduled after a request is submitted in writing detailing the nature of the matter to be discussed.

#### b) Communicating with Maintenance:

1. Non-Emergency: Non-emergency common area maintenance issues (fobs not working, common area lights out, etc.) must be submitted in writing via e-mail at [Stephanie@EDoSpaces.com](mailto:Stephanie@EDoSpaces.com). Residents/Owners will receive a response to e-mails within 24 business hours (M-F, 8 to 5) with a timeframe of when the issue will be resolved or what is being done to resolve it.
2. Emergency: For emergency common area maintenance issues, Residents/Owners are to call the maintenance supervisor at 489-8165 (24/7). Emergency call messages will be returned within 3 minutes.

### **EXECUTIVE BOARD MEETINGS**

The Executive Board meets at least quarterly. If any homeowner wishes to have an issue considered at a Board Meeting, the matter should be submitted in writing to the Association a minimum of five days in advance of the meeting. Contact the Management Company for the date and location of the next Board Meeting.

### **FINANCIAL STATEMENTS OF THE ASSOCIATION**

A copy of the financial statements of the Association shall be available for inspection by any Unit Owner during normal business hours upon the written request of the Owner.

### **ASSOCIATION PROPERTY PROBLEMS**

To report non-emergency problems related to the Association Property, please contact the Management Company by e-mail at [Stephanie@EDoSpaces.com](mailto:Stephanie@EDoSpaces.com). In the event of an EMERGENCY, dial 9-1-1 for

immediate assistance, if the emergency situation is one that involves the Association Property, please report the incident, as soon as possible, to the Management Company by e-mail at [Lara@EDoSpaces.com](mailto:Lara@EDoSpaces.com).

### **ASSOCIATION DUES**

Regular Association dues are determined by the Unit size. Association dues are due in regular monthly installments. These dues are collected to pay the operating expenses of our Association and to build reserves for the eventual replacement of Association property. Prompt payment of Association Fees is required so the Association can pay its bills in a timely fashion.

The Board has the ability to institute additional assessments if deemed necessary to help fund unexpected items or meet shortfalls in the operating cash flow of the Association.

### **ASSOCIATION DUES PAYMENTS**

Association dues are due and payable on the first (1st) day of every month. Owners have 2 ways to pay their dues:

1. By Check: Checks may be mailed to Gym Lofts Association, P.O. Box 302, Albuquerque, NM 87103, or dropped in the EDo Spaces alley door mail slot (alley door is located on east side of City Market building at 401 Central NE). Walk-in payments will not be accepted.
2. Online: Online payment options are available. Please contact the Management Company for more information.

### **LATE CHARGES**

Any payment received after the 10<sup>th</sup> of the month will be charged a \$35.00 late fee.

### **NON-SUFFICIENT FUND CHECKS**

A \$30.00 service charge will be applied to accounts after the returned check for NSF. Additionally, late fees of \$10.00 will be charged.

If two NSF checks are received, checks will no longer be an acceptable form of payment for that Owner. Should this occur, the Owner is required to make all future remittance by money order or cashier's check.

### **FINES**

The Association may, after notice, levy fines against Unit Owners for additional violation of these rules & regulations and the CC&Rs. A fine imposed for violations is subject to the same actions as failure to pay the monthly dues assessment. Payment of a fine is due within 30 days of the date of the notice advising the homeowner that a fine has been imposed.

### **COLLECTION OF DELINQUENT FEES**

Collection procedures will commence once two months of Association Fees are past due. A demand letter will be issued to the delinquent homeowner. Legal fees and administrative fees associated with collection are assessed against the delinquent account. The Association may file a lien on a unit for unpaid dues, as well as pursue collections through Small Claims Court.

### **LIENS**

The Association has a lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due. The term "assessment" includes all fees, charges, late charges and fines. An Association lien may be foreclosed in a like manner as a mortgage. Legal fees and administrative fees associated with liens are assessed against the delinquent account.

For any account ninety (90) days delinquent, the Association will file a Notice of Lien in the Bernalillo County records, send a copy of the Notice to the delinquent Owner, and if applicable, provide a notice of

delinquency to the Owner's first mortgagee. The lien will not be released until the account is paid in full, including the collection costs.

If after thirty (30) days from the date of the lien the assessment remains unpaid and delinquent, the Association will decide, on a case-by-case basis which of the following remedies to pursue:

- a) Bring an action at law against the Owner personally obligated to pay
- b) Foreclose the association lien against the unit
- c) Send the account to a third-party collections agency

In the event any of the foregoing actions are taken by the Association, the Owner shall be obligated to pay the Association, in addition to the assessment due, late fees and any interest thereon, collection costs, filing fees and all reasonable attorney's fees and necessary costs incurred by the Association in enforcing its rights and taking such action. No Owner may waive or otherwise escape liability for the assessments by abandonment of his unit.

### **POSSESSION OF VACANT UNITS IN DEFAULT**

The Board may, but is not required to, take possession of any unit vacant for a period of six months whose owner is in default in assessments of more than \$2,000 during the pendency of a foreclosure upon the Association's lien for assessment or a foreclosure action by others to which the Association is a party.

The Association may take possession in order to accomplish any or all of the following:

1. Secure and maintain the unit,
2. Prevent damage to the unit and surrounding units,
3. Lease the unit to a resident or otherwise utilize it in a way that will mitigate damages, and apply any net rental proceeds against Assessments due the Association for that unit.

### **INSURANCE**

The Association provides the types of insurance required by the Bylaws. The Association shall retain all insurance policies or certificates. Each Unit Owner must insure on an HO-6 coverage form, if occupying the premises, or an HO-8 if renting the premises. Owners need to insure for personal property and any improvements/additions made to the condo, as well as personal liability in the amount of no less than \$300,000. Owners are required to have the Association added as additional insured/additional interest on their policy (Gym Lofts Association, Inc., P.O. Box 302, Albuquerque, NM 87103, Lara@EDoSpaces.com). Owners must provide a current copy of their insurance to the Association. If renting their Unit, Owners must require their tenants to carry an HO-4 policy with personal liability coverage in the amount of no less than \$300,000 and name the Unit Owner as an additional interest/insured. All Unit Owners, and all Unit occupants, Owners/residents/tenants, must be listed on their insurance policy as an insured party. If occupants are unrelated, each occupant will be required to provide evidence of insurance.

### **ADDITIONS, ALTERATIONS OR IMPROVEMENTS**

Living in a planned community such as the Gym Lofts offers many privileges. It also involves certain restrictions. In order to preserve the value, desirability, attractiveness and architectural integrity of the Gym Lofts, restrictions are placed on changes to the community.

Nothing shall be done in any Unit or common area and facility which will impair the structural integrity of the buildings, which will jeopardize the soundness or safety of the buildings, which would structurally change the buildings, which would reduce the value or impair easements.

Additionally, nothing shall be done that changes the appearance of the exterior of a Unit, including but not limited to the design and color of the outside of exterior doors, balconies, trim, windows, lighting, and landscaping.

The purpose of these regulations is not to restrict individual creativity or personal preferences, but rather

to assure the overall continuity of design in an attempt to preserve and improve the appearance of your neighborhood at the Gym Lofts.

## **RULES AND REGULATIONS**

### **ARTICLE I GENERAL INFORMATION**

**Section 1.1 – Introduction.** Please read the Gym Lofts Association Rules and Regulations carefully. The rules and regulations contained herein are issued by the Association Board as authorized by the Governing Documents of the Association (Articles of Incorporation, Declaration, Bylaws). This is a supplement to the Gym Lofts Association Governing Documents. In the event of any conflict between these Rules and Regulations and aforementioned documents, the provisions of the Governing Documents shall prevail. The Association also falls under the jurisdiction of the City of Albuquerque, County of Bernalillo, State of New Mexico, and all ordinances and codes apply.

**Section 1.2 – Purpose of Rules and Regulations.** The Rules and Regulations are intended as a guide for the conduct and activities of all Owners, tenants, residents and their guests. Each Owner or resident living within the Community and using the facilities is entitled to maximum enjoyment without annoyance or interference from others, subject to the governing documents.

**Section 1.3 – Amendments to Rules and Regulations.** The Association’s Board may, in accordance with the Declaration, alter, amend, revoke or add to these Rules and Regulations for the preservation of safety and order within the Community, for its care and cleanliness and for the protection of the Community’s reputation. When notice of any such alteration, amendment, revocation or addition is given to any Owner or resident it shall have the same force and effect as if originally made a part of the Rules and Regulations.

**Section 1.4 – Compliance with Rules and Regulations.** All Owners, residents, tenants and guests are required to abide by the provisions of the CC&Rs, and the established rules and regulations. Owners are held responsible for the actions of the tenants, guests and other residents of their residence. OWNERS MUST PROVIDE A CURRENT COPY OF THE CC&Rs AND THESE RULES AND REGULATIONS TO THEIR TENANTS. Additional copies of any of the Associations Documents are available from Management for a fee of \$10.00. Anyone refusing to abide by these rules may face corrective action as decided by the Board. The Management Company acting on behalf of the Association has been instructed to require the compliance of persons on the Gym Lofts property with the provisions of the Rules and Regulations and the CC&Rs.

**Section 1.5 – Violations of the CC&Rs and the Rules and Regulations.** It is the right and duty of each resident to report citations in writing to the Board or its appropriate Committee through Management. Indications of or actual violations will be brought to the attention of the Owner and resident in writing by Management following the policies established by the Board.

**Section 1.6 – Failure to Correct a Violation.** Failure to correct a violation after notice could subject an Owner to legal fees, assessments and fines. Further failure to correct a violation may cause legal action to be taken. All expenses incurred by the Association to correct the situation will be the responsibility of the Owner and they will be billed and their Unit liened if not paid.

### **ARTICLE II ADMINISTRATIVE RULES**

**Section 2.1 – Consent in Writing.** Any consent or approval required by these rules shall be obtained in writing (e-mail acceptable) prior to undertaking the action to which it refers.

**Section 2.2 – Complaint.** Any formal complaint regarding the actions of other Owners/residents must be made in writing to Management.

**Section 2.3 – Complaint about Rules & Regulations Violations.** Any formal complaint must state:

1. The name of the person making the complaint
2. The rule/violation he/she wishes to complain about
3. The date and time of the violation
4. The address of the Unit occupied by the violator

The violator shall be given seven (7) days from the date of mailing/posting/e-mailing to correct the violation, if the nature of the violation is one that the violator is unable to correct immediately. The Association will require the document “Seven-Day Notice of Non-Compliance with Rental Agreement Other Than Failure to Pay” (under the New Mexico Uniform Owner Resident Relations Act) of all Owners or management companies.

If the violator requests a hearing, the person making the complaint may be called to address the issue to the Board of Directors.

**Section 2.4 – Enforcement. (In conjunction with section 5.1 and section 5.2).** Except in cases where damage or injury to person or Property is imminent as a result of a violation of these Rules & Regulations, the Association will enforce the Rules & Regulations as follows:

1. For a complaint of violation to be valid, it must either be (I) received in writing from an Owner or resident; (II) be reported by a member of the Board or Management; (III) be observed by a Board authorized representative whose purpose is to enforce the Rules & Regulations.
2. Notice of the reported violation shall be mailed or e-mailed to the Owner of the Unit from which the alleged violation has occurred or where the alleged violator is known to live unless the Association has previously been notified in writing to use some other address.
3. The violator shall be given seven (7) days from the date of mailing to correct the violation, if the nature of the violation is one that the violator is unable to correct immediately. The Association will require the document “Seven-Day Notice of Non-Compliance with Rental Agreement Other Than Failure to Pay” (under the New Mexico Uniform Owner Resident Relations Act) of all Owners renting their Unit or management companies managing the rental of a Unit.
4. The notice shall describe (I) the nature of the alleged violation; (II) the proposed sanction to be imposed; and (III) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice.
5. Sanctions will be imposed as follows for violation of any rule, except where otherwise noted:

1 <sup>st</sup> Violation:	Written Warning or \$100.00 Fine, depending on whether the violation is classified as Minor or Serious. Serious violations will be fined upon 1 <sup>st</sup> violation; minor violations will receive a written warning for a 1 <sup>st</sup> violation.
2 <sup>nd</sup> Violation:	\$200.00 Fine
3 <sup>rd</sup> Violation:	\$300.00 Fine
4 <sup>th</sup> Violation	\$500.00 Fine, and legal action if authorized by the Board. The prevailing party shall be entitled to recover costs and expenses, including reasonable attorney’s fees.

Owners leasing their Units may issue notices to lessees and impose fees per their rental agreements with Lessees and per the New Mexico Owner-Resident Relations Act independent from the Association’s Rules and Regulations and enforcement policies.

6. Hearing: If a hearing is requested within the allotted ten (10) day period, the hearing shall be held before the Executive Board in executive session at the Board’s earliest convenience. The alleged violator shall be given a reasonable opportunity to be heard. After a hearing, based on the circumstances, the Board may decide to reverse a notice of violation or fine.

7. Privacy: A resident/Owner issuing a valid written complaint to the Association will not have their identity disclosed to the Owner of a Unit where an alleged violation occurred or to an alleged violator.
8. Classification of Violations: Violations may be classified as Minor or Serious. Minor violations include, but are not limited to, foot noise coming from above Units, and television or music noise not associated with a party. Serious violations include, but are not limited to, smoking in the building or any Unit, noise associated with a party, disposing of personal property (i.e. furniture) in the building trash rooms, unleashed pets in common areas, and damaging Association property. The Board may evaluate alleged violations on an individual basis to assess whether to classify violations as Minor or Serious.

The Board may, at its option, enforce any provision of these Rules and Regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules) without the necessity of compliance with procedures set fourth above.

**Section 2.5 – Unit Information.** Unit Owners shall provide Management with current and updated information it requires to fulfill its obligation to the Unit Owners. This information includes:

1. Names of occupants, telephone numbers, emergency contact information
2. Pet information, proof of registration with the City
3. Vehicle information
4. A mailing address for notices if unit address is not used
5. The names and address of any and all mortgages and other entities that require a notice under the Bylaws for delinquencies, financial information, notification of changes in the Bylaws, etc
6. Occupancy status – occupied, vacant, rented

Unit Owners who fail to provide unit information updates to the Association will incur a \$50 fine.

Unit information is for the use of the Association Board and Management for the purposes of Association business.

**Section 2.6 – Unit Sales.** The Association for the refinance/transfer of ownership will charge an administrative fee of \$150.00 for a unit at the Gym Lofts. This fee will cover the Association's expenses for completing the mortgage underwriting application paperwork, providing certificates of insurance and the transmittal of a copy of the Associations CC&Rs and Rules & Regulations to the Unit Owner. If a Condominium Resale Certificate Form is required, a fee of \$100 will be charged for the completion of the form. Fees are payable prior to completion of forms.

**Section 2.7 – Open Houses.** Any prospective buyer must at all times be accompanied by a New Mexico Licensed Real Estate Broker or Owner of the For Sale unit. Gym Lofts Association no longer allows "Open House" by Real Estate Brokers.

### **ARTICLE III**

#### **USE OF UNIT AFFECTING COMMON ELEMENTS**

**Section 3.1 – Occupancy Restrictions.** Units within the Gym Lofts Community may only be used as follows:

Residential Units (with the exception of any Units during the time period when they are being used by the Declarant as a sample, model or sales office) are restricted to (1) Single family residential use, with a limitation of 2 persons in a single-level Unit and 3 persons in a two-level Unit (a child under 1 year of age is not a person for purposes of this limitation), and (2) to the extent permitted by law, including the applicable zoning requirements of the City of Albuquerque, as the same may be amended from time to time, home industry (including an office or room for home occupation) which does not generate significant traffic, noise or odor or change the exterior appearance of a Building. Such Units may not be used for any other purposes by the Unit Owner

or any future Unit Owner.

**Section 3.2 – Alterations, Additions, or Improvements.** No Owner, resident, tenant or any other occupant may make any structural additions, alterations, or improvements in or to any Unit without written approval of the Board. Any application should be submitted to the Board through Management. The Board has sixty (60) days to consider such request and either grant or deny approval. The Association requires that licensed professionals be used for all improvements/repairs that involve electrical, plumbing, and HVAC, as well as any repairs needed due to water damage. Construction hours are limited to: 8 am to 5 pm daily. Owner must submit written notice to Management 7 days prior to work commencing; notice must include description of work to be done.

**Section 3.3 – Maintenance of the Units by the Unit Owner.** Each Owner shall have the sole obligation for maintaining and repairing the Owner's Residential Unit and the fixtures, equipment, and appliances designed to benefit/support solely his/her unit. Each Owner shall maintain and repair in a first-class condition and otherwise care for the maintenance, repairs and replacement of all portions of the Owner's Residential Unit, including the drywall, wall and floor coverings, hot water heater, heating and cooling equipment, ranges, kitchen and bathroom plumbing fixtures, cabinets, floor coverings, dishwashers, refrigerators, windows, and unit entry doors. All improvements shall be maintained in a manner as shall be deemed necessary in the judgment of the Board to preserve the attractive appearance thereof, protect the value of the residential unit and the overall value of the Community. Any such maintenance, repair or replacement of any of the foregoing which is visible from outside of a residential unit shall be consistent with the existing design, aesthetics and architecture of the project and shall be approved in advance in writing by the Board. Owners having an HVAC unit replaced or HVAC compressor replaced in their Unit, must inform the Association at least 72 business hours in advance of the work being commenced to ensure that professional doing the work knows how to prevent the introduction of harmful substances in to the shared water loop system that supports the HVAC system in all other units; failure to notify Association may result in a fine to the Unit Owner and any damage resulting to other Units will be the responsibility of the Owner of the Unit from which the repair work originated.

**Section 3.4 – Failure to Maintain.** Each Owner shall be responsible for all damage to any other Units or to common elements resulting from the failure to make necessary repairs. To reduce the risk of fire and flooding to other Units, as a preventive measure, homeowners shall replace the batteries in their smoke detectors annually, and ensure their fire extinguishers are operational and serviced.

**Section 3.5 – Plumbing**

- a) Water Waste: Owners shall keep their plumbing fixtures in good repair and condition so as to prevent water waste.
- b) Toilets: Wet wipes, paper towels, condoms, sanitary napkins/tampons, kitty litter or any item other than standard toilet paper and human waste are prohibited from being flushed down toilets to prevent blockages in common area pipes and damage to the building sump pumps.

**Section 3.6 – Rentals.** An Owner who leases or rents its Residential Unit to any person or entity shall be responsible for assuring that the lessee or renter comply with the CC&Rs, Bylaws, and Rules and Regulations, including all easements, reservations, assessments, liens and charges created in accordance with the CC&Rs and as amended and supplemented from time to time.

- a) Each Owner is entitled to lease or rent Owner's entire Condominium, provided that the lease or rental is subject in all respects to the provisions of these Rules & Regulations and CC&Rs, and any amendments thereto governing the Association. In cases where the person living in the Unit is a family member of the Unit Owner, or any other person living in the unit, and has no executed leases with the Owner, such person is expected to abide by all Rules & Regulations. Owners will be subject to the schedule of violations/fines and may, after a second violation, be subject to other actions, at the discretion of the Board, upon recommendation of Management, which may include requiring that the resident in their Unit be removed from the unit within seven (7) days.



- b) No leases or rentals with less than an initial term of less than 6 months are allowed; a minimum 3-month lease term is allowed for Furnished Units where no furniture will be moved in or out in connection with any lease. Upon expiration of a lease term, Owners may enter into a shorter-term lease renewal, provided that lease is with the same Tenant(s) as the initial lease.
- c) No Owner may lease a Condominium to a greater number of individuals than would be permitted to occupy the Residential Unit under applicable law.
- d) All Owners must provide their tenants with a current copy of the Rules and Regulations and must require that all tenants comply with these Rules and Regulations and the CC&Rs. The CC&Rs and the Rules and Regulations should act as an addendum to the lease.
- e) Owners are held responsible for the action and behavior of their tenants and guests and are financially liable for damage to the Association's Property, equipment and for violations of the CC&Rs and Rules & Regulations. Leases must indicate that failure of the lessee or renter to comply with the provisions of such documents constitutes a default under the lease and/or rental agreement.
- f) Owners must provide the Association with a copy of the lease, along with contact name, telephone numbers, e-mail addresses and vehicle and pet identification for the tenant(s) prior to the tenant moving in to the building/Unit. If using a property management company, Owner must provide name of the property management company, contact name, phone, and e-mail address.
- g) Leases will, in all cases, require credit and criminal background checks on all tenants, and a copy of the written report provided to Management in conjunction with the lease prior to the tenant moving in. Owners leasing their Units through a professional property management company may have their management company submit a written statement to Management in lieu of a copy of the background/credit check report. Written and signed statement must verify that a background/credit check was completed and provide any criminal history. Owners may not accept tenants with a felony record.
- h) Maximum of 30% unit rentals allowed in building (This rule is temporarily suspended by the Board. Owners must get prior approval from the Board before leasing their loft.)
- i) Owners must get approval from the Association to lease their Unit prior to offering it for initial lease. An Owner who leases their Unit without written approval from the Association will be required to pay a fine of \$200. No Unit may be leased where there's a delinquent balance of dues payments. If a Unit with a delinquent balance is leased, the dues will be doubled until the balance is brought current. As of 9/5/13, the Board of Directors temporarily suspends requirement of Owners to get Board approval to rent their Units. Owners must provide a 7-day notice to the Board of their intent to rent their Units.
- j) Owners must require their tenants to carry HO-4 insurance coverage with personal liability coverage of no less than \$300,000. Tenant must name Owner as additional insured/interest. A copy of the tenant's renter's insurance policy must be provided to the Association. If tenants are unrelated, each tenant must have a renter's insurance policy that meets the above standards. All related tenants must be listed as insured parties on the policy.
- k) All Owners not occupying their Unit who have a non-immediate family member living in their Unit must have a rental agreement with the occupant(s) and must have a rental agreement in place and provide all the required documentation to the Association's management company, as per the Rules & Regulations regarding the leasing of Units.

### **Section 3.7 – Move-Ins and Move-Outs.**

- a) Move Date: Residents must inform the Management Company in writing of the day they will move in/out at least 24 business hours prior to the move date. Any changes in move date must be received in writing (e-mail preferred) at least 24 business-hours in advance. Unscheduled move-ins/move-outs will not be allowed and are subject to a \$100 fine.
- b) Timeframe: Move-ins/move-outs are limited to one (1) calendar day during the hours of 8 a.m. to 9 p.m., 7 days a week – management asks that residents limit their moving activities to as few hours as possible during that day. Any changes in move date must be received in writing at least 24 business hours in advance. Moving is restricted to these hours to enhance the quality of life for all residents and to reduce the appearance of transience. Transience reduces property values,

and it reduces the quiet enjoyment of the residents living at the property. Moving ANY belongings out of a loft permanently, once a resident has given notice of move-in/move-out, is defined as a moving day. Unscheduled moves will not be allowed. Violation of this policy will result in a \$100 fine.

- c) Movers/Moving Vehicles: The use of professional movers is highly recommended, but not required. Use of a professional mover can limit a resident's liability for damages that might occur to property at the Gym Lofts during the move process. PODS/trailers may be parked in the marked public parking spaces on Broadway, MLK, Tijeras, Arno or Central for no more than 48 hours. Any POD/trailer parked for more than 48 hours will be subject to a \$100 fine for each 24-hour period. Moving vehicles may park in Bulldog Plaza for loading and unloading; PODS/trailers and semi-trucks (or any other vehicle than cannot pull around the circle, may not be parked in Bulldog Plaza. Semi-trucks should double-park on Central or Broadway for unloading.
- d) Moving Boxes: It is the responsibility of the Owner/tenant/resident to dispose of all moving materials (boxes and any other types of packaging) off premises. Moving materials are not to be disposed of in the trash rooms nor the Campus trash compactor, which is off access to all Campus residents. Violation of this policy will result in a \$100 fine.

#### **ARTICLE IV USE OF COMMON ELEMENTS**

**Section 4.1 – Proper Use of Common Elements.** No activity is permitted which would damage or deface the grounds, walkways, and improvements in the Association wall, etc. Individuals who are responsible for such damage to the Association's property will be expected to fully reimburse the Association for all expenses incurred in the replacement or restoration of damaged items or property caused by themselves, members of their families, their guests, tenants, pets, contractors, sub-contractors, etc. Owners are held responsible for the actions of their tenants and guests and may be assessed monetary fines for their violations of the Rules & Regulations.

**Section 4.2 – Association Property.** Association property equipment, i.e., watering systems, etc., are to be adjusted and set by authorized personnel only, to avoid breakage, and not by residents. Your Association employs a staff whose duties are to operate, control and maintain the Association's Common Area, landscaping, sprinklers and outdoor lighting. Any problems with Association Common area should be reported to Management. Owners, residents and tenants shall not alter any landscaped areas surrounding such Owner's Residential Unit, which are Association Common Property to be maintained by the Association.

**Section 4.3 – Association Maintenance/Repair/Utility Responsibilities.** The Association shall have no responsibility to maintain, repair or replace any portion of any Residential Unit. The Association shall maintain the roofs, stucco, brickwork, and exterior trim of the buildings. The Association shall maintain and repair the sidewalks, common area lighting, structure, infrastructure and landscaping.

#### **Section 4.4 – Storage.**

- a) Storage of materials including but not limited to barbeque grills, bicycles, boxes, clotheslines, antennae and satellite dishes in common areas, including French Balconies, breezeways, and hallways, is prohibited. These items shall be stored in the Owner's Unit.
- b) The Association has seven (7) storage closets available for rent on a month-to-month term, subject to availability. Residents must sign a rental agreement and pay monthly rent as established by the Board. Contact Management for more information.

**Section 4.5 – Satellite Dishes.** Satellite dishes MAY NOT be installed on the roof, parapet, building walls, or in common areas. Satellite dishes MAY NOT be attached to entry railings, concrete slabs at entry of Unit, wall or fences. As Cat.5 wiring has been installed in each Unit, it is not necessary for any holes to be made through the building's exterior walls for cabling. No holes are to be made in the exterior of the building walls without the express permission of the Association Board.

**Section 4.6 – Exterior Doors.** Throughout the building, storm or security doors MAY NOT be installed over existing exterior doors.

**Section 4.7 – Decorations.** Decorations of any type are not permitted in common areas. Seasonal decorations or lighting on individual Owners' doors or windows are permitted for the holidays from the Saturday before Thanksgiving through the Sunday after New Year's Day, unless otherwise provided by the Association Board.

**Section 4.8 – Building Access.**

- a) Security Fobs: Each Residential Unit is allowed up to the number of fobs equal to the Unit's occupancy standard plus one to be active in the building entry system.
- b) Entry System: Residents must provide a phone number (preferably a cell phone number) to be listed with their name in the directory. Directory listings are Last Name, First Initial for security/privacy. When called by the entry system, press "6" on your phone to release the door and give access to visitors. The entry system phone number from which you'll receive calls for entry requests is 243-0834.
- c) Alternate Door Access: If your fob is not working or is not in your possession, you may access the building by calling yourself from the entry call box and pressing "9" on your cell phone (cell phone must be the listed number with your directory listing).
- d) Replacement Fobs: If you lose your fob or it stops working, contact the Association Management office via e-mail. Fobs are replaced by appointment at the expense of the Owner/resident at the current cost.
- e) Courtyard Gates: Each resident/Owner and their fobs are listed in the Courtyard entry systems at the Bulldog Plaza and Arno gates. The system works the same as the building entry system with the exception of "6" being the number to give guests access.
- f) Restrictions: The Association is prohibited by the Historic Campus Association from providing residents/Owners with keys to the building entry doors and codes for the entry system.

**Section 4.9 – Laundry Facilities.** These facilities are furnished exclusively for Gym Lofts Residents and are available for use 24 hours a day. Clothing not removed from washer/dryers promptly is subject to removal by other residents who need to use the machines. The Gym Lofts is not responsible for damage or loss of personal property. Storage of laundry supplies (detergent, dryer sheets, etc.) is prohibited. Pets are prohibited from laundry facilities. Residents are encouraged to report problems with washers/dryers directly to MacGray, as well as to the Association. Call MacGray at 800-622-4729, or Management at Stephanie@EDoSpaces.com.

**Section 4.10 – Exterior Doors.** Exterior doors must be kept closed at all times and may not be propped open for any reason with the exception of moving activities, during which time doors may be propped open as necessary. Residents must make sure doors close behind them (wood doors can swell during warm months requiring help to securely close).

**Section 5.10 - Window Appearance.** No items of any kind, including but not limited to books, photo frames, figurines, candles, signs, and flags, may be stored on window ledges or displayed in windows so that they are visible from the outside.

**Section 5.11 - Window Wells.** Use of window wells are for emergency exit only; window wells may not be used as an exit (or entrance) under any other circumstance. Owners must keep window wells clean of debris. Dead plants must be removed. Window wells may not be used for storage.

**Section 5.12 – Elevator.** Proper use of elevator includes using push buttons to open and/or hold open elevator doors. Users shall never stick out a hand to cause an elevator to not close; users shall not hold open doors using furniture or any other items. Doing so may cause damage to the elevator resulting in a service call from ThyssenKrupp Elevator and a charge to the user for the damage/service call. If the elevator stops working for any reason it should be reported immediately to the Association management

company at 505-489-8165 or to [Stephanie@EDoSpaces.com](mailto:Stephanie@EDoSpaces.com). Repairs will be made during regular business hours Monday – Friday (not including holidays). Repairs during non-business hours will only be made in the event that a resident with physical limitations requires use of the elevator in order to access their home. The elevator lift may not be used for moving purposes.

## **ARTICLE V ACTION OF OWNERS AND OCCUPANTS**

**Section 5.1 – Annoyance or Nuisance.** No obnoxious, offensive, dangerous or unsafe activity will be carried on in any Unit, the common elements, or the limited common element, nor will anything be done therein either willfully or negligently, which may be or become an annoyance to the other Unit Owners or occupants. No Unit Owner or occupant will make or permit any disturbing noises by himself/herself, his/her family, contractors, or visitors, nor permit anything or any activity by such persons that will interfere with the rights, comforts, convenience or quiet enjoyment of other Unit Owners or occupants. Violations will result in Fines. See section 2.4 Enforcement.

**Section 5.2 – Noise.** Nothing shall be done that disturbs the community’s tranquility or interferes with the quiet enjoyment of other occupants. Radios, stereos, televisions, musical instruments, party activities, car horns, repeated false alarms from car or home alarms, and other noise sources must be restricted at all times, to a level that is not disturbing to other residents. If such sound can be heard by persons of normal sensitivity within other Units with doors and windows closed, it will be considered too loud. Any activity, which constitutes disturbing the peace or creating a public nuisance, as determined by the Association staff, is prohibited. Residents must respect the right of peaceful enjoyment of the community for all occupants. Violations will result in fines. See section 2.4 Enforcement.

**Section 5.3 – Signs.** No signs, monograms or other advertising devices whatsoever without the advance written permission of the Board, including without limitation, commercial, political and similar signs, shall be erected or maintained within the project except:

- a) Such signs as may be required by legal proceedings
- b) Residential address identification signs; subject to approval by the Association Board
- c) Signs posted by the Association to disseminate information to Owners/residents
- d) Alarm or Security Company decals affixed to the doors or windows

**Section 5.4 – Window Coverings.** Window coverings have been provided with each Unit upon completion. If these must be replaced, new window coverings shall be of a similar design and color that do not conflict with the surrounding improvements. At no time shall aluminum foil, newspapers, or any other contrasting material in windows be permitted. Unit Owners may customize window coverings inside of their Unit, provided that they are not visible from the exterior of the Condominium. The outside layer of all window coverings (including temporary window coverings) shall have a white backing to maintain a uniform appearance.

**Section 5.5 – Floor Coverings.** In order to reduce noise transfer, and to promote residents’ quiet enjoyment, occupants of the Gym Lofts shall cover at least one third (1/3) of a Unit’s total floor area with rugs or carpeting.

**Section 5.6 – Pets.** The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind regardless of number shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of orderly domestic pets (dogs, cats, or caged birds, fish or reptiles).

- a) Domestic reptiles and fish shall be permitted so long as such animals are kept in the interior of a residential Unit and so long as such animals are kept as household pets. Additionally, they may not constitute a nuisance within the project or a threat to the personal safety of other Owners and their invitees on the property.
- b) The walking of pets shall be limited to the non-landscaped areas of the community. Each Owner shall be responsible for immediately cleaning up any excrement caused by pets in common

areas. Any damage including urine damage to turf or landscaping caused by an animal shall be repaired/replaced at the Owner/resident expense. Owners must not allow animals to urinate on plants or shrubs.

- c) Owners/residents are responsible and liable for any personal injury or property damage caused by their pets. Pet owners who have pets at the Condominium shall be deemed to have agreed to indemnify and hold that Condominium, each other Unit Owner and Declarant free and harmless of any loss, claim, or liability of any kind or character whatsoever arising by reason or keeping or maintaining such pet within the Condominium. If the pet owner is a tenant, the Owner of the residence is liable.
- d) All animals, including cats, must be kept inside a residential Unit or on a leash held by a person capable of controlling the animal when outside the Unit per the Albuquerque City Ordinance. Pets may not be tied up or staked outside.
- e) All dogs and cats kept within or visiting the Association must have a current City license and nametag. Loose, unattended dogs and cats will be reported to the Animal Control Division for pick up (768-1975).
- f) Pets must not be allowed to disturb the quiet enjoyment of other residents while in their Units or in the Common Areas. Residents who are disturbed by an animal are urged to first contact the owner of the pet and if unsuccessful, to contact Management, or contact Animal Control at 768-1975.
- g) All pets must be registered with the Association, and proof of registration and inoculation as required by law shall be provided.
- h) The feeding of stray animals is prohibited. This includes leaving dishes of food outside of your Unit. This activity encourages strays. If you are seen encouraging the strays by feeding them you will be subject to fines.
- i) The Board has the power to prohibit the keeping or maintenance of any animal, which in the opinion of the Board is deemed by the Board to constitute a nuisance to any other Owner in the sole exclusive opinion of the Board. The Owner, upon seven (7) day written notice from the Board of Directors will remove any such pet.
- j) The Association limits the number of dogs to 2 per Unit.
- k) No visiting pets are allowed in the Gym Lofts building or anywhere on the Historic Albuquerque High Campus.

**Section 5.7 – Laundry.** All Units in the Gym Lofts include washer and dryer hookups, but do not include any exterior venting for clothes dryers. Owners or renters may use ventless or interior venting dryers in these Units, but need to be aware that such use will increase the humidity within their Unit, which may affect their Unit warranty. Ventilating the room by other means is recommended.

**Section 5.8 – Smoking/Incense Burning/Cooking Odors.**

- a) No smoking is allowed in any Unit or in the Common Areas at any time by Owners, residents, tenants, guests, contractors or sub-contractors, or anyone else.
- b) Incense burning is prohibited inside any Unit or common area.
- c) Smoke or odors resulting from the cooking of food should be aired out through Unit windows; airing smoke or odors in to the hallways is prohibited and subject to fine.
- d) Smoking shall not be permitted within 20 feet of any building entrance, including doors, windows or ventilation systems, so as to prevent secondhand smoke from entering the buildings and so as residents/guests and others are not required to walk through smoking areas to gain entrance to buildings. Smoking urns are available inside the courtyard near approved smoking areas; cigarette butts must be placed in urns.

**Section 5.9 – Bicycles.**

Bicycle racks are located in the Courtyard are for resident use at their own risk. Residents should use locks appropriate for locking up bikes in public places; no lock is full proof. U-Locks are recommended; cable, chain and other lock styles are not effective.

## **ARTICLE VI RUBBISH**

**Section 6.1 – Refuse Removal and Littering.** Please help keep the Gym Lofts Community clean by not disposing of cans, bottles, papers, and car ashtray contents on the property grounds.

- a) **Trash Rooms:** Household garbage must be disposed of in the trash rooms located within the building (at the north and south entrances). Trash must be disposed of in plastic bags only. Trash must be taken directly to the designated trash rooms, and cannot be left outside doors, in hallways or common areas for any length of time. Trash bags must be placed in the trash containers located in the trash rooms. If a container is full, please use the next available container with room enough for your trash bag(s). You are not permitted to throw large items, such as furniture or appliances, in the trash rooms/common areas or in and around the Campus trash compactor located on the east side of the Gym. If you are observed doing this, the Owner of the Unit will be charged \$100.00.
- b) **Trash Compactor.** Located at northeast corner of property, the trash compactor is off limits to residents and accessible by janitorial/maintenance vendors only.
- c) **Recycling.** The Historic Campus Association participates in the City of Albuquerque Multi-Family Housing Recycling program, which collects specified plastics, paper, cardboard and aluminum/tin. Member Associations, including the Gym Lofts Association, may recycle these items through their building by placing the items in the designated containers. Glass can be recycled and is taken to off-site recycling facilities by the Association (the City does not recycle these items in the curbside/multi-family program). Cardboard boxes must be broken down/flattened. The central recycling area, next to the trash compactor, is off limits to residents and accessible by janitorial/maintenance vendors only. Member Associations will pay for any additional cost stemming from non-compliance with rules and may pass on these costs to Unit Owners.
- d) **Moving Boxes.** Residents must take moving boxes and any other moving materials off site for disposal/recycling. A list of recycling centers is available on the City website [www.cabq.gov](http://www.cabq.gov). Disposal/recycling of moving materials in the trash rooms or in the HCA recycling system will result in \$100 fine to Owner.
- e) **Large Items.** The Association does not allow disposal of large items, such as furniture or appliances, in the trash rooms/common areas or in to or around the trash compactor/recycling area on the east side of the building. Items may not be abandoned anywhere in the building. Violation of this rule will result in an automatic \$100 fine to Owner.
- f) **Litter.** Residents are prohibited from disposing of cans, bottles, paper, cigarette butts and other items on the property grounds, and encouraged to dispose of any items they come across.

## **ARTICLE VII PARKING AND SPEED LIMIT**

**Section 7.1 – Parking.**

- a) **Parking of vehicles, except bicycles, is prohibited in the Courtyard except in Bulldog Plaza, located at the southeast corner of the Courtyard. Parking in Bulldog Plaza is limited to 20 minutes for pick-up, drop-off, and active loading/unloading only, except in the case of move-in/move-out, which is limited to two hours. Moving vehicles may park in Bulldog Plaza for loading and unloading; PODS/trailers and semi-trucks (or any other vehicle than cannot pull around the circle, may not be parked in Bulldog Plaza. PODS/trailers may be parked in the marked public parking spaces on Broadway, MLK, Tijeras, Arno or Central for no more than 48 hours. Any POD/trailer parked for more than 48 hours will be subject to a \$100 fine for each 24-hour period. Violators will be towed. Residents may park/lock up bikes in the Courtyard at the bike racks provided at their own risk.**
- b) **Each Unit (not occupant) has the right to lease one non-assigned parking space in the City of Albuquerque parking garage at 100 Arno St. at then-current rates, and based upon the terms outlined in the City of Albuquerque’s Monthly Parking Agreement. Subject to availability, residents may be able to lease additional parking spaces in the garage on a month-to-month basis. If an**

occupant of a Unit does not exercise that right to one space, the parking space may be leased to another party on a month-to-month basis. However, the occupant may reclaim the parking space by giving the required 30-day notice to the garage manager. The right to a parking space for a Unit does not expire, nor does it terminate with the resale or lease of that Unit. Any additional vehicles and guests must park in the available marked spaces on the surrounding neighborhood streets.

- c) Vehicles of any kind (scooters, cars, moving/delivery trucks) are not allowed in the Courtyard at any time.
- d) Vehicles of any kind are prohibited from driving on to or parking on sidewalks.
- e) Vehicles of any kind are prohibited at all times from parking in the dumpster drive at the northeast corner of the Campus Arno and Tijeras).

**Section 7.2 – Washing.** The washing of vehicles on property is not permitted.

**Section 7.3 – Vehicle Repairs.** No repair or service of automobiles or other motorized vehicles is permitted on the property.

## **ARTICLE VIII USE OF COURTYARD**

**Section 8.1 – Access.** The Historic Campus Association maintains the Bulldog Plaza and Arno Courtyard Gates entry system. Both entry gates are locked 24/7, accessible by residents/employees only with security fobs/proximity cards. The entry system is provided for the security of all residents and to allow residents to give guests access.

### **Section 8.2 – Grill/Tables/Umbrellas.**

- a. Grill: The grill located in the Courtyard is provided by the Historic Campus Association and for the use of residents/employees at The Lofts at Albuquerque High. The grill may be used from 8 a.m. to 9 p.m. daily. The grill must be attended when in use. Users must clean grill and tools after use and re-hang tools on sides of grill, as well as put the cover on the grill after it has cooled down and clean up the area after grilling (trash, food, spills, etc.).
- b. Tables/Umbrellas: There is no smoking at the tables. Trash, food and spills must be cleaned up. Umbrellas must be put down and tied after use. Umbrellas should not be used in high-wind conditions.

**Section 8.3 – Scheduled Events.** Scheduled events, defined as a gathering of 10 or more people or where temporary tents, tables, chairs or other facilities are set up, are prohibited in the Courtyard without the prior written permission of the HCA management company. Permission will be subject to the following:

- a. Event sponsor will be required to provide proof of liability insurance for a minimum of \$1,000,000 with the HCA named as additional insured
- b. Temporary toilet facilities shall be provided by the event sponsor.
- c. Access to any buildings by non-resident participants, except by direct escort of a resident, is prohibited.
- d. Removal of all trash resulting from the event shall be the responsibility of the event sponsor. Trash receptacles in the Commons shall not be used for this purpose.
- e. No amplified music shall be allowed after 9:00 PM. At all times any amplified music will be at a reasonable level to ensure quiet enjoyment.
- f. No event shall start, including set-up, before 9:00 AM and all events shall end, including tear-down and clean-up, by 10:00 PM.

**Section 8.4 – Noise.** Activities in the Courtyard that have the potential to disturb residents are restricted to the hours of 9:00 AM to 9:00 PM every day. Landscape and other maintenance activities are not allowed except between the hours of 9:00 AM and 4:00 PM on weekdays.

**Section 8.5 – Smoking.** Smoking shall not be permitted within 20 feet of any building entrance, including doors, windows or ventilation systems, so as to prevent secondhand smoke from entering the buildings and so as residents/guests and others are not required to walk through smoking areas to gain entrance to buildings. Smoking urns are available inside the courtyard near approved smoking areas; cigarette butts must be placed in urns.

*END of Rules & Regulations*