

## COUNTRY CLUB VILLAS @ THE GREENS

Office: 505-892-6009

Emergency Only: 505-975-2010

Dear Resident,

Welcome to The Greens! This is a planned community governed by the New Mexico Condominiums Act of 1982 and the Declaration set forth by AMREP Southwest, Inc., on September 29, 1983, together with the Easements, Restrictions, Covenants and By Laws that establish the parameters of the community and its operations. If you want to review these documents, you may request an electronic copy of them from the property manager, or you may arrange for a "hard copy" review of them at the convenience of the property manager. The following information should be retained for your reference.

All owners of Units or Timeshare interests are members of the Country Club Villas at Rio Rancho Condominium Association. The Association holds its Annual meeting in September, the annual meeting must have a quorum in order to conduct business (50%) of the voting membership. Amending the Bylaws requires an affirmative vote of 75% of the voting membership. Other meetings may be scheduled as provided in the Bylaws. These meetings are posted in the message boards by the mailboxes.

The Association has contracted a management company they are under contract to perform certain maintenance duties on the common area and provide administrative service. The maintenance crew is employed by and accountable to the management company, so please do not interrupt their assigned work or ask them to assist you in any way. They are not employees of the association.

*The Board had directed that resident refer all reports of common and limited common area problems related to their Units to the property manager in writing at the association office located in the Clubhouse. The manager holds **office hours from 9:30-1 PM Tuesday- Friday** and can be contacted by phone (505-892-6009). You may leave a message anytime your call will be addressed the following business day. You may leave a written message in the gold mail slot.*

**Emergencies (fire, flood or hazardous situation) call 505-975-2033 please do not use this # for routine requests**

Requests for repairs which the association is responsible for should be made in writing and delivered to the manager. Unit owners are advised to carefully select contractors and workers to complete those repair that are their own responsibility. Consult the manager if you are uncertain of proceeding.

BE AWARE! We may get frustrated and impatient about delays and problems that arise in day-to-day condo living, but RUDE, PROFANELANGUAGE AND ABUSIVE BEHAVIOR IS NOT HELPFUL AND WILL NOT BE TOLERATED. The Management team does not address all issues on the property, they are under contract and certain items are not in their control.

Other Issues include:

**Checks for monthly dues** should be made out to Country Club Villas Association (CCVA) and delivered to the property manager or placed into the gold mail slot at the window. We do not accept credit cards or direct bill pay.

**Owners Renting out their Units** it is the owner's responsibility to deliver a completed signed Resident Information Form. Owners are responsible for their tenants' actions. Tenants must abide by the governing documents. The Board of Directors can fine for not providing proper documentation. **BE AWARE** if the tenants or their guests create a situation that the Board assesses a fine for it is assessed to the Owners of the unit and is the Owners responsibility.

**RESIDENTS/TENANTS** are urged to purchase insurance policies that cover personal property and liability.

**PARKING SPACES** a garage is assigned to each unit for parking. All other parking is not assigned. TWO vehicles per condo are allowed.

This is our home please pick up your trash and dispose of properly. **Only household bagged trash is permitted in dumpsters** all other items must be disposed of Off the Property. If one dumpster is full, please go to another dumpster.

Section I contains selected excerpts from the Declaration and Bylaws of the Association. You should review the complete copy of the Declaration and Bylaws that were provided to you when you purchased your condominium. Declaration and Bylaws can only be changed by a majority of the voting interest of the Association.

Section II contains the Rules and Regulations passed by the Association Board of Directors.

- Office hours are from 9:30-1:00 PM, Tuesday- Friday. The office is closed on holidays.
- The office phone number is **505-892-6009**. The after hour emergency phone number is **505-975-2033**. Building emergencies only, (fire, flooding, items that Management or the Board need to be aware of in a timely manner). All other items or requests are to be directed to the office.
- Requests for repairs should be in writing and directed to the property manager.
- Checks for monthly association fees should be made payable to Country Club Villas Association and be given to the property manager. Fees may be paid in advance on a quarterly, semi-annual or annual basis. Place items in the GOLD MAIL Delivery slot by the window.
- If you are an owner renting out your unit, please have your tenants register with the property manager. Please notify the office with your tenant's name and phone number. **This is not optional**. The Board of Directors can assess a fine for not providing current resident information.
- The association carries insurance on the common and limited common areas only. Residents are urged to purchase their own insurance to cover personal property

and liability, damage cause by residents or residents' guests are the responsibility of the owner.

- Because of limited availability of parking, residents are urged to park one of their vehicles in the garage assigned to their unit.
- If you have concerns or complaints that are not resolved by the property manager, you may express them by writing to the Board of Directors. Place your signed letter in the Gold Mail Slot at the clubhouse.

The Board believes that a clean, attractive, well run community enhances property values. We trust that you will find your community a pleasant and aesthetically appealing place to live.

**I. (Excerpts from the)  
Declaration and Bylaws**

Disclosure –Gen 1 Provisions #3 – Each unit shall be used exclusively as a residence for a single family, and shall not be occupied for living or sleeping purposes by more persons than it was designed to accommodate. Example: Federal guidelines 2 persons per bedroom.

Decl. XIII- No unit shall be used at any time for any business or commercial activity.

Decl. XXIX (6) - No animals or pets shall be kept on the property at any time (this includes visiting animals).

Decl. XXIX (3)- No owner, renter, guest or occupant shall do anything or keep anything in or on the property which would be in violation of any statute, rule, ordinance, regulation or other validly imposed requirement of any governmental body.

Decl. XXIX (5)- No activities shall be conducted on the property which may be a nuisance or hazardous to others or the property. Determination with respect to whether or not a particular activity or occurrence shall constitute a violation shall be made by the Board and shall be final.

Decl. XXIX (1)- No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common or Limited Common Areas (includes patios and balconies). The Common and Limited Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials. No waste shall be committed on the Common or Limited Common Areas and facilities. Nothing shall be dropped or thrown from the second story balcony or windows.

Decl. XXIX (9)- Structural alterations shall not be made by any owner to the building or to the water, gas, electrical conduits or plumbing without the written permission of the Board.

Decl. XXI (11)- The Association (Board) may make and enforce reasonable Rules and Regulations governing use of units and of Common and Limited Common areas and Facilities.

Bylaws 16.02- Any owner who rents or leases his unit shall be responsible for the conduct of their tenants.

## **II. RULES AND REGULATIONS**

### **A. Use of Common Areas and Limited Common Areas**

1. Use of bicycles, skateboards or rollerblades on sidewalks is not permitted.
2. Door to door commercial, political, social or religious solicitation of any kind is not permitted.
3. Doors to heating closets must remain unlocked at all times.
4. Storage of any kind on or under stairwells, entryways and heating closets, including bicycle storage is not permitted.
5. Patios and balconies, which are Limited Common Areas, must be kept in a neat and clean condition. Only patio furniture and accouterments may be kept on the patio and balcony.
6. Seasonal decorations are permitted on doors or patios, provided they are not a disturbance to neighbors, and are removed in a reasonable time.
7. The resident is responsible for keeping the assigned garage clean and free of debris.
8. Garages may be lent by one resident to another with Board approval.
9. Garages are limited common area. Therefore, storage of personal items so that a vehicle cannot be parked in your garage (your designated parking space) is prohibited. Fine for this violation is \$100.00 per month. Storage of hazardous material is also prohibited. Personal property is the sole responsibility of the tenant
10. Garage doors are to be closed except when entering or leaving, or when engaging in activities in the garage itself.
11. Power tools may be used only in garages and only between the hours of 9:00 a.m. and 5:00 p.m.
12. No garage sales are allowed on the property. Estate sales will be allowed only with prior written permission of the Board.
13. The speed limit on the Property at all times is **15 MPH**.
14. All Fireworks are prohibited on the property, the fine will be \$500.00 plus damages.

**B. Parking and Motor Vehicles (Includes Motorcycles)**

1. No more than (2) vehicles per unit may be parked on Association Property. Permission for additional vehicles must be received from the Board. (Vehicles belonging to resident's guests are allowed on a temporary basis.)
2. No commercial vehicles may be parked on Association Property without the express written permission of the Board.
3. No outside parking spaces are assigned to any individual but are available on a first come first serve basis.
4. Vehicles parked in spaces other than lined parking spaces (unless authorized to park in handicap spaces) are subject to be towed away at the owner's expense.
5. Outdoor automotive maintenance and repairs are not permitted within the community, except that minor maintenance and repairs to vehicles may be performed in garages.
6. Owners of vehicles that leak fluids on parking spaces or in garages in the community will be responsible for cleaning or replacement of asphalt or concrete as deemed necessary by the Board.
7. Inoperative vehicles are subject to be towed away at the owner's expense or vehicles not parked in lined parking spaces. Vehicles parked in fire zones or non-parking spaces may be detained until the tow truck arrives.
8. Recreational vehicles, boats, trailers and large trucks may not be parked or stored in the community for more than 48 hours. They may not be parked in Fire Zones or block traffic or garages. Contact the office for suggestions on where to park.

**C. Use of the Clubhouse**

1. No commercial, promotional, political or religious activities are permitted in the Clubhouse without written consent of the Board.
2. Residents may reserve the Clubhouse for private social functions.
  - a. Association events take precedence over private functions.
  - b. The Board of Directors reserves the right to reject any application for Clubhouse use.
  - c. Advance reservations should be made at least (7) days prior to your expected event. Keys for Clubhouse functions will be provided by the manager.
  - d. A cleaning deposit of \$100.00 made payable to Country Club Villas Assoc. is required to reserve the Clubhouse. The manager will inspect the Clubhouse on the day following your function, and your deposit will be refunded as long as there has been no damage and the Clubhouse has been left in a clean and neat condition.
  - e. The Board of Directors will set the rental amount for daily functions.

3. Smoking is not permitted in the Clubhouse.
4. No furniture or furnishings are to be removed from the Clubhouse.

**D. Monthly Association Fees**

1. The monthly association fee is due and payable by the 10<sup>th</sup> day of each month.
2. If the association fee is not paid when due, a late charge of \$10.00 will be assessed along with interest. In the event that the association fees are over (90) days past due, the Board may obtain a judgment against the owner and foreclose its lien against the unit. All costs and fees related to the foreclosure, collection and removal of the lien are the responsibility of the owner.
3. There is a \$45.00 charge for all NSF checks. Such checks will be treated as non-payments, and late charges will apply.

**E. Service or Support Animals-Residents Must Get Permission from The CCVA Board Prior to Bringing the Animal on the Property**

1. All service or support animals must be walked on sidewalk areas, the animals are not allowed on the landscaping. Handler must remain in control of the animal.
2. The animal must not pose a direct threat to the health or safety of others or cause a **disturbance**.
3. All waste must be picked up and disposed of immediately.
4. The Board of Directors may deny privilege of having the animal if guidelines are not adhered to.

**F. Occupancy**

1. No unit shall house more than 2 occupants per bedroom.
2. No unit shall be used for commercial activity, this includes Bed and Breakfast activity. Rentals may not be for a term less than 3 months in duration.

**Fines**

1. The Board reserves the right to enforce the Declarations, Bylaws and the Rules and Regulations of the Association. Unless a different fine for a specific violation is provided for in the Rules and Regulations, in the event that the Board has determined that a provision of the Declaration, Bylaws or Rules and Regulations has been violated, the Board may assess a fine of \$50.00 per violation per day for such violation. In the event fines are not paid by the date mandated by the Board, *the Board may obtain a*

*judgment against the owner and file a judgment lien against the unit. All costs and fees related to the removal of the lien are the responsibility of the owner.*

2. The Board has determined that the fine for violation of Declaration XXIX (6) shall be \$50.00 per animal per day.
3. The Board has determined that the fine for violation of Regulation A (9) shall be \$100.00 per month.
4. All income from fines and late fees will be placed in the Association Operating Fund.

**ONLY BAGGED, HOUSEHOLD TRASH IS ALLOWED IN DUMPSTERS. FURNISHINGS AND LARGE ITEMS ARE THE RESPONSIBILITY OF THE RESIDENTS TO DISPOSE OF PROPERLY. Fines for this violation will be a **minimum** of \$50.00**





# COUNTRY CLUB VILLAS AT THE GREENS HOMEOWNERS ASSOCIATION

***Please fill out and return this top sheet to the office.***

## RESIDENT INFORMATION SHEET

Name of Resident \_\_\_\_\_

Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone Number \_\_\_\_\_

E Mail \_\_\_\_\_

Work Phone Number \_\_\_\_\_

Emergency Contact \_\_\_\_\_

E MAIL \_\_\_\_\_

Mortgage Company & Contact # \_\_\_\_\_

Loan # \_\_\_\_\_

**IF RENTING OUT YOUR UNIT, PLEASE PROVIDE THE FOLLOWING:**

Owner \_\_\_\_\_

Name of Management Company \_\_\_\_\_

Phone Number & Email of owner/Management  
Company \_\_\_\_\_

I have received a copy of the Rules and Regulations & CC&R DOC.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

