

Subdivision Rules

Sara's Meadow
Homeowners' Association, Inc.

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SUBDIVISION RULES

The purpose of these Subdivision Rules is to provide for the safety of all, protect the reputation and desirability of SARA'S MEADOW as a private gated community to live in by providing maximum enjoyment of the premises, and protect all Homeowners from annoyance and nuisance caused by improper use of the common areas and streets. It is the responsibility of every owner at SARA'S MEADOW to follow these Subdivision Rules and ensure that all occupants, their families, tenants, guests, and any other persons using the premises on their behalf, follow these Subdivision Rules. The actions of all occupants, their families, tenants, guests, employees and any other persons using the premises on their behalf, are the responsibility of the owner. Landlord owners, and their rental agents, shall keep these Subdivision Rules on file and deliver them to new tenants with a signed acknowledgement of receipt which shall be forwarded to the Board Secretary immediately. The Board of Directors is responsible for enforcement of the Covenants and Restrictions, Articles of Incorporation, Bylaws, and Subdivision Rules, but may delegate some or all of the responsibility for enforcement to a Management Agent or Management Company.

Please call the Board President
if you have any questions regarding the Subdivision Rules.
THANK YOU FOR YOUR COOPERATION!
SARA'S MEADOW HOMEOWNERS' ASSOCIATION

IMPORTANT NOTICE:
Violations of any of the Subdivision Rules require immediate correction.
See Section 8: PENALTIES

SECTION 1: GENERAL RULES AND REGULATIONS

- 1) All persons residing or visiting on the premises shall be bound by standards of reasonable conduct and shall conduct themselves in a manner that will not disturb nor interfere with the rights, comfort and enjoyment of others. Of course, no written rules can cover every situation. In many circumstances, common sense and consideration for the rights of others and their feelings will have to be our guide.
- 2) No solicitation or canvassing for commercial goods or services, or for religious, social or political causes, shall be permitted on the Subdivision roads or common areas at any time.
- 3) If police, fire department, paramedics, ambulances, doctor or other emergency help is required, **calls should be made directly to them or 911, and not to a Board Member or Managing Agent or Company!** Emergencies such as **fire, theft, etc.** should then be brought to the attention of a Board Member as soon as possible.
- 4) Pursuant to the Bylaws, right of access shall be granted to any person authorized by the Board for inspection, installation, alterations or repairs of any condition originating in a home which threatens another home or a common area. Requests for entry should be made in advance at a time reasonably convenient to Owner or Occupant, except in case of emergency when right of entry is deemed granted, effective immediately, whether Owner or Occupant is present or not.
- 5) Deliveries:
 - A. Commercial delivery of large items to a home site must be coordinated to take place between 8:00 a.m. and 6:00 p.m.
 - B. Move-in and move-out of personal goods, furniture, etc., must occur between 8:00 a.m. and 10:00 p.m. to comply with Subdivision quiet hour rules.
- 6) All exterior holiday decorations and lights shall be removed and taken down no later than two weeks after the holiday.
- 7) Garages are not to be used for living space; i.e., living room, bedrooms, TV rooms, party rooms, etc. The primary purpose for garages is for parking of vehicles.

SECTION 2: OCCUPANCY

- 1) The homes shall be occupied and used only as private dwellings, in conformity with the other Subdivision governing documents.
- 2) Owners who live off-property and rent their homes through a local rental agent must notify the Board Secretary of the name, address and phone number of the rental agent. Failure to do so shall result in a fine being imposed on the Homeowner.
- 3) The Owner or his designated local agent must notify the Board Secretary of the name(s) of Lessee(s). Immediately upon occupancy, Lessee(s) must personally register with the Board Secretary, and maintain a current registration of each occupant of his/her home, including names, address, phone number(s) and signature(s). Lessee(s) or other non-owner occupants shall furnish the Board Secretary with such other reasonable information as shall be requested from time to time. Owner or designated rental agent shall provide Board Secretary with written acknowledgement of Lessee(s) of their receipt of a copy of these Subdivision Rules. Failure to do so within ten days of occupancy by Lessee(s) shall result in a fine being imposed on the Homeowner. These records are for the public safety of all Homeowners and guests in this private and gated community.
- 4) Owners/tenants will register their motor vehicle(s); i.e., the make, model, color and year of the vehicle(s), and the license plate number(s), and maintain a current registration of each vehicle with the Board Secretary. These records are for the public safety of all Homeowners and guests in this private and gated community.
- 5) Each Homeowner is encouraged to notify the Board Secretary of the names and phone numbers of person(s) and/or physician who should be notified in case of an emergency.

SECTION 3: SECURITY AND SAFETY

- 1) Access to this private gated community is exclusively for home owners, their guests, tenants, tradesmen, and service providers as requested and authorized. Giving out gate access codes, gate security access devices or pedestrian keys is expressly prohibited, as these actions diminish the safety of all others in the Subdivision. Violators of these security requirements will be subject to fines as specified in the "Penalties" section herein.
- 2) Firearms, B.B. guns, pellet guns, and bows and arrows are not to be discharged anywhere in the Subdivision.
- 3) No motorized vehicles of any kind, except authorized maintenance vehicles, are permitted on the common areas, except for those common areas designated as community streets, common parking areas, or expressly designated for vehicular parking or use.
- 4) The operation and/or use of All Terrain Vehicles (ATVs) in or on the Common Areas, streets, or other property of the Subdivision is strictly prohibited.
- 5) No fires or cooking grills shall be permitted in any common area without the express written authority of the Board President.
- 6) The speed limit throughout the property is fifteen miles per hour (15 mph).
- 7) Scooters, tricycles, and skate boards shall not be operated on the roads in the Subdivision, or in any other common area of the property. Motorized wheelchairs, scooters, and other mechanical devices required by the physically handicapped are allowed.

SECTION 4: COMMON AREAS

These rules apply to ALL common areas including, but not limited to, LAWNS, GARDENS, SIDEWALKS, TRAILS, PARKING AREAS, and ROADS in the Subdivision:

- 1) No trash bags, boxes, used furniture, yard waste, or similar items shall be placed outside the fenced area of a Home or in any common area except on garbage pickup day.
- 2) No items of personal property shall be left in any of the common areas. Articles of any kind left in the common areas will be removed and disposed.
- 3) Defacing, damaging or destruction of the common areas is prohibited. The Owner will be responsible for the cost of any damage caused by the Owner's occupants, families, tenants, guests, employees, pets and any other persons using the premises with their actual or implied approval. The Owner will also be subject to fines as noted in Section 8 of this document. Such damage or destruction may also result in a charge made to the Police Department.

SECTION 5: PARKING AREAS

- 1) Section 7.03 of the Covenants and Restrictions requires the parking of motor vehicles to be in the owners' garage or driveway. All other parking for guests who are not able to park in an owners' driveway are required to park in the designated parking areas, which does not include parking on the street in front of owner homes! Further, Section 3.02 of the Covenants and Restrictions limits such parking to less than 30 days.
- 2) All motor vehicles parked on the property must be operable and have a current license.
- 3) Unauthorized vehicles parked inappropriately will be towed at the owner's expense, or restrained with an auto tire "boot," release of which will require a fine to be paid on the spot.
- 4) Violators of parking rules may have their cars towed, immobilized, disposed of and/or fined. All costs incurred will be the responsibility of the Homeowner and/or the owner of the motor vehicle.

- 5) Repairs to motor vehicles, including but not limited to changing oil or transmission fluids, are not permitted in the Guest Parking areas, or on any of the common areas or streets.
- 6) The Guest Parking areas are not intended for recreational or play activities of any kind.

SECTION 6: NOISE AND NUISANCE

- 1) **QUIET HOURS ARE 10 P.M. TO 8 A.M.**
- 2) NO nuisances shall be allowed on the premises, nor shall any use or practice be allowed which is improper or offensive and unreasonably interferes with the peaceful possession by Owners or occupants of other homes. At any time a Board Member or duly authorized Agent finds it necessary to summon the police to the property, there will be a \$100.00 violation fine imposed on the property Owner, in addition to any other fine that may be levied.
- 3) Occupants shall avoid excessive noise of any kind at all times. The playing of radios, televisions, stereos, musical instruments, etc. must not cause a nuisance to other Owners or tenants, regardless of the hour of the day.
- 4) Construction hours are from 8 A.M. UNTIL 5 P.M., seven days per week. Construction or use of noise generating power equipment outside these hours may be allowed, but only after consultation with the immediate neighbors and with written permission from the Board President or his duly authorized agent.
- 5) Occupants shall keep their home site in a clean and safe condition at all times; this means that all homes must be in compliance with all the city, county and state laws and regulations regarding public safety, public nuisance, and sanitation property maintenance.
- 6) Owners, tenants, occupants or guests shall not use abusive, obscene, or threatening language, or commit physical attacks against any other owner, occupant, tenant or guest. Such acts are considered Major Behavioral violations and, as such, a \$200.00 fine will be imposed on the Owner on first occurrence, and further violations will result in fines of \$500.00 each. In addition, an Owner who is unable to control their tenant's or occupant's conduct when asked by the Board or the Managing Agent shall immediately use all reasonable and legal means available to remove such lessee(s), renter(s), or guest(s) from the premises, without compensation for lost rents or any other loss or damage resulting there from.

SECTION 7: PETS

The following rules are additional rules governing the keeping of pets in the Subdivision:

- 1) All provisions of the Rio Rancho and Sandoval County Animal Control Ordinances, as amended, are incorporated herein by reference as Rules of Sara's Meadow.
- 2) No animal may be leashed to any stationary object on the common areas.
- 3) If an animal relieves itself on the common areas, another home owners' property, or streets of the Subdivision, the animal owner is responsible for the removal of the waste from their animal.
- 4) Pet owners are responsible for any property damage, injury, and disturbances their pet may cause or inflict.
- 5) If a pet is deemed a nuisance, or if the terms of these rules and procedures are not fully complied with, the Board of Directors or their duly authorized Managing Agent will issue a House Rule Violation Notice. After one such notice, subsequent violations will be subject to fines. (See PENALTIES of these Subdivision Rules.)

6) Feeding stray animals is against the Subdivision Rules!

SECTION 8: PENALTIES

Violations will be subject to fines, imposed by the Board of Directors or their duly authorized Managing Agent, under the following schedule:

1. First Violation – Warning

Provided, however, Major Behavioral violations (violations which, for example, threaten person or property) shall be the basis for action, in which case it is without any requirement of prior notice or written request.

2. Second Violation - \$50 Fine

3. Third Violation - \$100 Fine

4. Fourth Violation - \$200 fine

Violations must be corrected immediately. Monetary fines will commence with the second violation, and be doubled with each subsequent violation.

Any time that the Police are called to the property by a Board Member, or by a Managing Agent representative, for any violation, including noise or nuisances, there will be an automatic \$100 fine imposed on the property Owner, in addition to any other fines that may be levied.

MAJOR BEHAVIORAL

First Violation - \$200 Fine

Second Violation - \$500 Fine

Each Subsequent Violation - \$500 Fine

Plus, occupants may be required to leave according to applicable law. A request to the proper authorities for a criminal complaint may also follow.

VANDALISM

First Violation - \$100 Fine, plus cost of repair/replacement

Second Violation - \$200 Fine, plus cost of repair/replacement

Subsequent Violations double with each occurrence, plus cost of replacement or repair. A request for a criminal complaint may also follow.

SECTION 9: PENALTY APPEAL PROCESS

All penalty appeals must be in writing and sent to the Board Secretary within fifteen (15) days of the violation notification. The Board's decision on appeals is final, and the Owner will be notified in writing of the outcome. Tenants must appeal through their Owner or rental agent.

All fines shall be treated as a special assessment against the Owner of the home. The Board may also go to Court to seek injunctive relief to stop violations of the Subdivision Rules, Covenants and Restrictions, Bylaws, and Articles of Incorporation. If a Court grants injunctive relief, all reasonable attorneys' fees, costs and Court costs, shall also be treated as a special assessment against the Owners of the home.

WAIVER

No provision contained in these Subdivision Rules shall be deemed abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches that may occur. By working together we can protect the reputation and desirability of our private gated community while enjoying maximum livability of our homes! Thank You for Your Cooperation!