

**RULES AND REGULATIONS
OF
BELL LOFTS UNIT OWNERS ASSOCIATION**

A. GENERAL

1. As provided in the Declaration of Condominium and of Covenants, Conditions and Restrictions Bell Trading Post Lofts Condominium dated as of _____, 2008, as amended from time to time (the "Declaration"), and the Bylaws of Bell Lofts Unit Owners Association, Inc. (the "Association"), acting through its Board of Directors, has adopted the following Rules and Regulations (the "Regulations"). These Regulations may be amended from time to time by resolution of the Board of Directors.

2. In these Regulations, unless the context otherwise requires: the term "Condominium" shall mean the physical areas constituting the Units and the Common Elements (including Limited Common Elements), the term "Owners" shall apply to the owner(s) of any Unit, to such Owner's family, tenants whether or not in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of such Owner, such Owner's family or tenant of such Owner; the term "POA Documents" shall mean the Declaration, the Articles of Incorporation and the Bylaws of the Association, and these Regulations; and the term "Common Elements" shall include Limited Common Elements. Wherever in these Regulations reference is made to the Association, such reference shall, unless the context otherwise requires, include the Association and the Managing Agent when the Managing Agent is acting on behalf of the Association. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Declaration.

3. The name and contact information of the Managing Agent is

B. RESTRICTIONS ON USE

1. **Use of Condominium.** No part of the Condominium shall be used for any purpose except single family residential housing and the common purposes for which the Common Elements were designed. Each Unit shall be used as a residence for a single family and its guests.

2. **Obstruction of Common Elements.** Owners shall not create or permit any obstruction on the Common Elements. Nothing shall be stored on the Common Elements

without the prior consent of the Board of Directors except as herein or in the Bylaws expressly provided.

3. Violations of Laws and Insurance. No Owner shall permit anything to be done or kept in such Owner's Unit or the Common Elements which will result in the cancellation of insurance on the Common Elements or which would be in violation of any law, ordinance or regulation.

4. Trash Disposal. All garbage and trash must be placed in the proper receptacle designated for refuse and recycling collection, and no garbage or trash shall be placed in or on any of the Common Elements, except in dumpsters and similar receptacles designated for such use by the Managing Agent or the Board of Directors. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon.

5. Unattended Personal Property; Storage. Except in portions of the Recreational Areas designated as such by the Board of Directors, no baby carriages, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property shall be left unattended in parking areas, sidewalks, corridors, hallways or elsewhere on the Common Elements.

6. Unit Maintenance. Each Owner shall keep such Owner's Unit in a good state of preservation, repair or cleanliness and shall not sweep or throw or permit to be swept or thrown from such Owner's Unit, or from the doors or windows thereof, any dirt or other substance. No artificial vegetation shall be permitted on the exterior of any portion of the Condominium. No additional planting or other landscaping is permitted within any Limited Common Element (such as porches and patios) other than plants within containers. Owners must take care not to permit overwatering of plants, in order to prevent potential damage to floors and foundations. No objects shall be attached to or hung or suspended from any ductwork, conduits or trusses located within Units.

7. Nuisance, Offensive Activities and Noise.

(a) Nuisance. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition in, on or around his or her Unit. No Unit shall be used, in whole or in part, for the storage of any property, substance, material or thing that causes or has the potential to cause any of the following: (i) such Unit to appear to be in an unclean or untidy condition or be obnoxious to the eye; (ii) such Unit to emit foul or obnoxious odors; or (iii) any excessive noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Owners or occupants of surrounding property. No noxious or offensive activities shall be carried on within or upon any Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any nearby Owners or occupants. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Condominium.

(b) Activities Causing Unsightly Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Condominium except to the extent (if any) such activities are expressly permitted under the POA Documents. Parking areas are to be kept clean and reasonably free of oil, coolant and other stains.

(c) Clotheslines, Garbage Cans, Tanks, Woodpiles, Etc. No garbage cans, above-ground tanks, woodpiles, and other similar items shall be located so as to be visible from neighboring Units, streets, and property located adjacent to the Unit.

(d) Firearms. The discharge of firearms within the Condominium is prohibited; provided, the Board shall have no obligation to take action to prevent or stop such discharge. The term "firearms" includes BB guns, pellet guns, crossbows and other firearms of all types, regardless of size.

(e) Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Condominium, except for temporary lines as required during construction.

(f) Air Conditioning Units. Except as may be permitted by the Board of Directors, no window air conditioning units may be installed in any Unit.

(g) Outdoor Burning. Outside burning of trash, leaves, debris, or other materials is prohibited.

(h) Sound Disturbance and Sound Systems. (i) The use or discharge of any radio, television, loudspeaker, sound or public address system, horn, whistle, bell, or other sound production or reproduction device so as to be audible to Owners or occupants of other Units is prohibited anywhere in the Condominium, except at reasonable levels and during reasonable hours, as determined by the Board, and except that properly functioning alarm devices used exclusively for security purposes are permitted. Vocal or musical instrument instruction is not allowed at any time. Persons listening to music reproduction or other sound-emitting electronic devices in the Common Elements (including the parking areas, corridors and stairs), other than Limited Common Elements, must use headphones. Waivers of any of the preceding provisions of this paragraph may be granted by the Manager, in its sole discretion and then only upon the written consent of all affected Unit Owners.

(ii) Noise disturbances may be reported to the Managing Agent by calling the number provided in Section A above. The Manager will investigate the source of the noise and take appropriate action. Offenders are subject to fines and/or other actions by the Association. Repeated violations may be reported to the Albuquerque Police Department for disturbance of the peace.

(j) Firecracker and Fireworks. The use and discharge of firecrackers and other fireworks, whether or not otherwise legal, are prohibited within the Condominium.

(k) Dumping. No person may dump debris or any potentially hazardous or toxic substances on roadways, drives, parking areas, streets or elsewhere within the Condominium, except that Declarant and builders may (if otherwise permitted) dump, temporarily and pending proper disposal thereof, materials associated with construction, repair or renovation of the Condominium and Units therein.

(l) Wildlife. Capturing, trapping, or killing of wildlife within the Condominium is prohibited, except in circumstances posing an imminent threat to the safety of persons using the Condominium.

(m) Environmental Hazards. Any activities which materially disturb or destroy the vegetation or air quality within the Condominium or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution are prohibited. All Owners are required to observe the restrictions and warnings contained in the Lead-Based Paint Guidelines in effect for the Condominium.

(n) Common Element Walls. Owners shall not mark, paint, drive nails into, or screw or drill into, or in any way deface, the walls, ceilings, floors, and any wood, stone, or ironwork constituting Common Elements. The expense of repairing any damage resulting from the violation of this rule shall be borne by the Owner(s) who caused it.

8. Business Operation. Except as otherwise provided in these Regulations and except with respect to the Commercial Unit(s), no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted in or from any Unit or on any other part of the Condominium. The preceding provision shall not prevent an Owner or occupant residing in a Unit from conducting business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Condominium; (c) the business activity does not involve persons regularly coming into the Condominium who do not reside in the Condominium or door-to-door solicitation of residents of the Condominium; (d) the business activity is not otherwise prohibited under these Regulations or the Condominium Documents; and (e) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other resident of the Condominium, as may be determined in the sole discretion of the Board.

The terms within the phrase "industry, business, trade, occupation or profession," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall included, without limitation; any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part time; (ii) such

activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit shall not be considered an "industry, business, trade, occupation or profession" within the meaning of this section. This section shall not apply to any activity conducted by the Developer with respect to its development and sale of the Condominium or its use of any Units which it owns within the Condominium, including the operation of a timeshare or similar program.

The Board may, upon application by an Owner and for good cause shown, alter or waive any of the foregoing requirements, if it finds that a proposed activity satisfies the requirements of clause (d) of this Section, above.

9. Window Coverings. Appropriate window coverings must be installed by each Owner on all windows of such Owner's Unit and must be so maintained thereon at all times. The deadline to install those coverings is forty-five (45) days after the close of escrow on the Owner's house purchase or after move-in, whichever comes first. Foil, sheets, blankets, newspapers and cardboard are prohibited. Appropriate window coverings include curtains, drapes and blinds. Drapes and linings visible outside of the Building shall be white or off-white in color.

10. Exterior Holiday Decorations. Lights or decorations may be erected on the exterior of Units in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise or attracting sightseers. All lights and decorations must be removed within thirty (30) days after the holiday has ended. Christmas decorations or lights may not be displayed prior to November 1st or after February 15th of any year. For other holidays, decorations or lights may not be displayed more than thirty (30) days in advance of or after the holiday. Representatives of the Association will have the right, upon thirty (30) days prior written notice, to summarily remove exterior lights or decorations displayed in violation of this provision. The Association, and the individuals removing the Owner's lights and decorations, will not be liable to the Owner for trespass, conversion or damages of any kind except in the case of intentional misdeeds and gross negligence.

11. Antennae, Satellite Dishes and Solar Collectors. (a) Except with the written approval of the Board upon compliance with written guidelines and/or specific conditions it may impose, no Owner may erect or maintain any satellite dish type of antenna (including, but not limited to direct broadcast and multi-channel multipoint distribution service (wireless cable) types) greater than one meter (39 inches) in diameter. (b) With respect to antennas which are one meter or less in diameter, and with respect to any other antennal structure such as a television broadcast service antenna the Board may impose reasonable restrictions and conditions designed to assure that such antennas will be installed at designated locations for each Unit, by means of an approved non-penetrating roof mount. (c) Owners are not permitted to install solar energy collector panels or related hardware or other energy conservation equipment within the Condominium.

12. Standards for Exterior Spot Lights. Exterior spotlights, floodlights, security lights and the like, if installed within Units or Limited Common Elements, shall be installed

and maintained so as not to be directed into streets or at neighboring properties or otherwise to create a nuisance for neighbors.

13. Leasing. If and to the extent permitted under the other POA Documents, Units may be leased for residential purposes. All leases shall have a minimum term of six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws and Rules and Regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property. Further, no Unit shall be used or rented for transient, hotel or motel purposes. The Managing Agent for the Condominium must be notified of any such Lease; including the tenant's name and the Owner-lessor's new address and shall, upon request, be furnished a copy of such lease to assure compliance with this Paragraph.

14. Signs. Except for signs permitted by the last sentence of this Paragraph, no signs, including but not limited to sports signs, business or personal signage, or other window displays or advertising shall be maintained or permitted on any part of the Condominium or in any Unit, if visible from any public right of way or Common Area. The right is reserved by the Declarant and the Board of Directors or the Managing Agent, to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any Mortgagee to place such signs on any Unit owned by such Mortgagee. In no event will any sign described in this Paragraph be larger than one foot by two feet other than signs which are commercially purchased or those customarily used by licensed real estate brokers in residential transactions. Owners are permitted to post "For Sale," "For Rent" or "For Lease" signs, signs advertising garage sales and yard sales, and signs endorsing political candidates, ballot issues and similar matters which are the subject of upcoming elections or are approved in writing by the Board or its designee; provided, that such signs otherwise conform to the requirements of this Paragraph and are removed promptly following the events to which they pertain.

15. Smoking, Etc. Smoking is not permitted anywhere outside of a Unit other than patios. Owners shall refrain from smoking in non-permitted areas and shall take all reasonable steps to ensure that Owners' guests and invitees abide by this restriction. Further, the Board has the right, under the Declaration, to address excessive or unreasonable emission of smoke, including tobacco smoke anywhere within the Condominium.

C. PET RULES

1. No animals of any kind shall be raised, bred or kept in any Unit or on the Common Elements, except that orderly dogs, cats or other common household pets, not to exceed a total of two per Unit, may be kept in a Unit, subject to compliance with the Bylaws and these Regulations. No venomous or other dangerous animals may be kept in any Unit.

2. An otherwise permissible pet may be maintained in a Unit so long as it is not a nuisance. Actions which will constitute a nuisance include but are not limited to abnormal or unreasonable crying, barking, scratching or unhygienic offensiveness.

3. All pets must be registered and inoculated as required by law, and owners shall present tags or other evidence of inoculation upon request. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets. Except when confined inside Units, pets must be leashed, which leashes may not exceed six feet in length. Owners of pets must promptly clean up their pet's droppings in all areas, and dispose of such droppings in portions of the Common Elements designated for that purpose.

D. ACCESS, PARKING AND STORAGE

1. **Parking Areas.** Unless otherwise authorized by the Association, any and all parking areas within the Condominium may not be used for any purpose other than parking automobiles. No buses, trucks (except pickup trucks limited to one ton and 4 wheels), trailers, boats, recreational or commercial vehicles shall be parked in the Condominium. All vehicles must have current license plates and be in operating condition.

2. **Parking and Traffic Regulations.** All Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Owner's sole risk and expense. Vehicles parked off-street must be parked only in designated parking areas for the Condominium, never on any landscaped areas or other Common Elements.

3. **Illegal Parking or Blocking.** Parking so as to block sidewalks and driveways shall not be permitted. If any vehicle owned or operated by a Owner, any member of such Owner's family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Condominium, the Owner shall indemnify the Association and hold it harmless as to any and all damages or losses and against any other liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof. Any and all rights in connection with such indemnification that the owner or driver may have under the provision of state or local laws and ordinances are hereby expressly waived.

4. **Access to Parking Areas and Building.** The main parking area for the Building is secured by a fence and gate with key card access. The main door to the Building, leading into the main hallway, is also secured by the same key card access. Owners will be issued key cards at the time of purchase of a Unit. Replacement fees will be charged for lost key cards.

E. ASSOCIATION

1. **Association Fees.** All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be

made at the Managing Agent's office by check or money order, payable to the Association. Cash will not be accepted.

2. Complaints. Complaints regarding the management of the Condominium or regarding actions of other Owners shall be made in writing to the Managing Agent or the Board of Directors. No Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Managing Agent or the Association.

F. CONSIDERATION IN USE OF UNITS AND CONDOMINIUM

1. Attire. All persons shall be properly attired when appearing in any of the following portions of the Condominium: public areas, Common Elements and any other public spaces of the Condominium.

2. Electrical Equipment. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all applicable rules, regulations, ordinances, fire and safety codes, requirements or recommendations of the Fire Marshall, building inspector and other public authorities having jurisdiction, and the Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment of such Unit.

G. PROCEDURE REGARDING VIOLATIONS

In the event of notice in writing from an Owner or discovery by the Managing Agent of an alleged violation of the POA Documents or of any alleged damage caused or liability incurred by an Owner (including liability to indemnify the Association), the Managing Agent or Board shall address the alleged violation as provided in the Bylaws.

H. MISCELLANEOUS

1. Solicitors. Solicitors are not permitted in the Condominium. If any Owner is contacted by a solicitor on the Property, the police must be notified immediately.

2. Lost or Stolen Property. The Association shall not be responsible for lost or stolen personal property, equipment, money, jewelry or any other item from any Unit or any Common Element, regardless whether such loss occurs when the area is locked against entry or not.

ADOPTED: _____, 2008