

RULES AND REGULATIONS OF THE MOUNTAIN WALK CONDOMINIUMS  
7111 ALABAMA STREET, EL PASO, TX. 79904

- 1) **Residential Use:** Units may be used only for residential purposes.
- 2) **2. Leasing:** An owner may lease his/her Unit to a third person or persons provided that the term of the lease is for a period of not less than sixty (60) days and the lease agreement contains an express provision under which the tenant agrees to be bound by and observe these Rules and Regulations and an express provision under which the Association has the right to terminate the lease for a breach of these Rules and Regulations. Any Owner who leases his/her Unit shall deposit a copy of the lease with the Association Secretary prior to the commencement of the term. It is recommended, but not required, that Owners require their tenants to maintain renter's insurance.
- 3) **Compliance with law:** Each Owner shall strictly comply with all applicable Federal and State laws, ordinances of the City of El Paso, and applicable regulations of governmental entities, in his/her ownership and use of a Unit.
- 4) **Obstructions.** Each Owner using the General Common Elements described in the Declaration of Mountain Walk Condominiums including, but not necessarily limited to, sidewalks, stairways, elevated walkways, parking areas, passages, corridors, landscaped areas not designated as Limited Common Elements, shall conduct himself/herself and regulate the conduct of his/her guests or tenants so that the Common Elements remain unobstructed and available for the nonexclusive use of other Owners and their guests or tenants. No personal items are permitted in the common areas and solely the Board will provide furnishings for the common areas.
- 5) **Maintenance.** Each Owner shall maintain his/her Unit in good condition and repair at all times and in full compliance with all applicable codes of the City of El Paso (including the Heating/Cooling system and the structure on which it sits). Further, no Owner shall install or use any appliance that constitutes a fire hazard or engage in any activity with his/her Unit or any Common Element allocated in his/her Unit that constitutes a fire hazard.
- 6) **Liability for Damage.** Each Owner shall be liable to the Association for all costs, including attorney's fees, required to repair damage to the Common Elements or Limited Common Elements caused in whole or in part by the negligence or willful misconduct of such Owner or his/her family, guests, or tenants.
- 7) **Patios.** Patios are Limited Common elements allocated to a particular Unit. No patio shall be enclosed or otherwise modified from its original condition. An Owner may place potted plants on a patio, but must take steps to insure that excess water does not spill onto another Owner's or the common area.
- 8) **Signs.** No sign, notice, advertisement, or illumination shall be inscribed or placed in any window or sliding doors of a Unit. For sale and rent signs may be posted on the bulletin board located near the mailboxes. Anyone removing official signs posted by the board will be fined \$25.00.
- 9) **Satellite Dishes.** An Owner may install one satellite dish with the permission of the Association and in a location designated by the Association on the roof of his/her Unit. No satellite dishes shall be located or installed on the patios. The cost of installation shall be borne by the Owner. An Owner

shall be liable to the Association for any damage to the roof of his/her Unit arising from the installation or maintenance of a satellite dish.

- 10) **Modifications to Exterior Areas.** An Owner may make no changes to the exterior of any of the buildings, such as mounting satellite dishes, installation of sun screens or overhangs, gutters, decorations, etc., without the express permission of the Association.
- 11) **Portable Air Conditioners.** No portable ventilator or air conditioner shall be installed in any window or sliding glass door of a Unit for permanent use, not to exceed 14 days, without the prior written approval of the Association.
- 12) **Antennas.** No radio or television antennas, or similar types of equipment, shall be located or installed on the roof of any Unit or on a patio.
- 13) **Boats and Oversized Vehicles.** No Owner shall part or permit to be parked in any parking space, including a space allocated to such Owner's Unit, or on the private road, any boat, any recreational vehicle, or any truck longer than 20 feet.
- 14) **Parking.** All motor vehicles owned, leased, or being used by Owners or Residents must be parked in the parking spaces allocated to their Unit only. Tenant spaces are available for use by Owners of Units Owners or Residents on a first come first served bases as needed for second cars. Guests must park in the designed area for visitors/guests on the street. Unit owners and Residents are advised that improperly parked vehicles will be towed at the Unit owner's expense. There is no parking allowed on any part of the Common Area other than the Limited Common Area parking spaces allocated to and Owner Unit or Tenant spaces or on the street for Guests.
- 15) **Traffic Regulations within the Property.** All Owners and their tenants shall observe and obey all traffic signs installed within the Property of the Association including, but not necessarily limited to, speed limit signs and *no parking* signs.
- 16) **Noise.** No Owner shall engage in any activity or use any type of mechanical or electrical equipment, or use any type of musical instrument, either within or without his/her Unit, that creates noise levels that unreasonably disturb other Owners or prevents other Owners from enjoying the use of their Units.
- 17) **Use of Common Elements by Children.** Children are not allowed to play in the common areas, inside and out, of the buildings on the property.
- 18) **Animals.** Owners shall have the right to keep not more than one small dog or cat or other common household pets in their Units. Small is any animal less than 25 pounds in weight. Allowed pets are to be confined by Unit Owners to their Unit or the Limited Common Elements assigned to their Unit. Unit owners shall not allow their Pets to unreasonably disturb other Unit Owners or their guests or tenants. Unit Owners may allow their pets to temporarily walk on the Common Elements, but all pets must be on leashes at all times and all pet droppings must be promptly removed. The Board shall have the right to promulgate additional Rules and Regulations to regulate this subject.
- 19) **Washer/Dryer, Jacuzzi, or Pool Installations.** No owner may install plumbing and electrical connects in his/her Unit without prior written consent of the Association. Consent will not be unreasonably withheld, but will be based upon satisfactory evidence that the installation and

operation of washer/dryer connections, etc., will not damage adjacent Units or the adjacent Common Elements.

- 20) Pest Inspection.** On giving twenty-four (24) hours' notice to the Owners, the agents of the Board of Directors or the managing Agent and any contractor or workman authorized by the Board of Directors or the managing Agent, may enter any Limited Common Element allocated to a Unit for the purpose of inspecting the Unit for the presence of insects, or other pests, and for the purpose of taking such measures as may be necessary to control or exterminate such insects or pests.
- 21) Cooking on Common or Limited (Patios) Common Areas.** Cooking shall be permitted on any private patio allocated to a Unit so long as such cooking does not unreasonably interfere with other Owners' enjoyment of their Units due to smoke or noise.
- 22) Use of common Areas.** Smoking or consumption of alcoholic beverages or illegal drugs is not allowed in the common areas.
- 23) Laundry Room.** The laundry and drying apparatus in the laundry rooms in the Property shall for the exclusive use by Owners and Tenants. Non-residents, guests, and/or visitors are precluded from use of the Laundry Room, Washers, and/or Dryers. Clothes and other articles shall not be dried or aired on any private patio or any Common Element. No equipment may be serviced, replaced, or taken without the express permission of the Association. Any violations to this rule will be reported to the Board for action to be taken by the Management Company.
- 24) Use of Roof.** Owners and their tenants and guests shall not at any time or for any reason whatsoever enter on or attempt to use the roof of a Unit for any purpose. Roof inspections need to be conducted and coordinated with the Board of Directors and only they can authorize access to the roofs for any reason.
- 25) Inflammables.** Owners and their tenants and guests shall not keep in the Owner's Unit any flammable, combustible, or explosive fluid, material, chemical, or other substance, except for normal household chemicals.
- 26) Insurance.** Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Common Elements without the prior written consent of the Board. No owner shall permit anything to be done or kept in the Owner's Unit or in the Common Elements that will result in the cancellation of insurance or any Unit or on any part of the common Elements or that would be in violation of any law. No waste shall be permitted in the Common Elements. No gasoline, kerosene, cleaning solvents, or other flammable liquids shall be stored in the common Elements.
- 27) Prohibited Activities.** No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, on the Private Street, nor anything be done in any Unit or in these areas that unreasonably disturbs the Owners of other Units or their tenants.
- 28) Fines.** The association will impose fines for failure to obey the rules and regulations of the Association as follows:
- a) **Late fees for Association monthly assessments received after the 10<sup>th</sup> of the month of \$20 plus a 5% interest assessment for each additional month not received for each monthly**

occurrence. Example: \$150 assessment for December not received by December 10 will now be \$170, however, after January 10 it becomes \$178.50, plus the assessment due for January, is \$328.50 due, etc.

- b) Littering fine \$75.
- c) Pet litter not disposed of and/or unleashed pets \$50.
- d) A flat fee for any violation of these rules and regulations \$75 in addition to other fees levied.
- e) The cost of any repairs to the common areas due to abuse by an Owner or Tenant, such as nail holes, damage to the walls or floor due to water or other damage caused by unauthorized plants, will be the responsibility of the Owner.

29) **Limitations on terms of the Board of Directors.** Only an Owner who is in good standing with the Association may hold office.

30) **Amendments.** Any consent or approval given under these rules and regulations may be added to, amended, or replaced at any time by a resolution of the Board of Directors.

Adopted by the Board of Directors on the \_\_\_\_ day of \_\_\_\_\_ 2007.

Mountain Walk Condominiums

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Member at Large