**RULES AND REGULATIONS OF THE WHISPERING BLUFF OWNERS ASSOCIATION APPROVED BY THE BOARD OF DIRECTORS ON OCTOBER 12, 2013 AND AMMENDED ON APRIL 4, 2015**

The purpose of these rules is to make everyone’s residency pleasant and enjoyable and is intended for the consideration of all occupants. Each owner is responsible for the actions of the owner’s family, guests and renters as pertains to the rules. The Owners’ Association (hereinafter “the Association”) will take proper action to enforce these rules.

1. **All outside areas of the entire complex** fall under The Village of Ruidoso Fire Restrictions. Violations will be reported to proper authorities without prior notice.
2. **Excessive Noise** – whether from the inside of the condominium or outside all noise from an source including stereos, radios, television is to be kept to a minimum so as not to disturb occupants of other units. The Association has designated a quiet time from 9 p.m. to 7 a.m. every day. Authorities will be notified without notice.
3. **Rental Units** - Units in the Association may be rented on a monthly basis or for periods less than one month. In order for such rental agreement to be in compliance with the Association’s Declaration of Covenants, the period of any monthly rental agreement shall not exceed 364 days. It is suggested that such rental agreements contain a provision that either the owner or tenant can terminate such rental agreement upon one month’s notice to the other party to the agreement.

Subletting of any unit is prohibited.

For any unit that is leased for a period of one month or more the owner, or owner(s) agent must submit the following in writing to the Property Manager of the Association:

1. The name of the agent and 24 hour phone number(s);
2. The name of the renter(s) and phone number(s);
3. The length of the rental agreement;
4. The license plate number of the vehicle(s);
5. Copy of valid driver’s license of renter(s);
6. Information of renter(s), and proof that the renter is aware of all Rules and any other information gathered by the leasing agent;
7. The rental agreement shall contain a provision that the parties thereto, acknowledge that subletting is prohibited.
8. **Common parking areas are for passenger vehicles only. No recreational vehicles**, campers, trailers, boats or other special use vehicles are allowed to be parked on the premises.
9. **Vehicles must** never block the entrance of any area. Any vehicle parked on the curbs or parked in a manner that may cause a hazardous situation will be ticketed by the Ruidoso Police Department and/or towed at the owner’s expense.
10. **Excessive debris** (littering, cigarette butts, etc.) found around a unit on the common property must be removed. The owner must address this immediately or the expense of removal will be charged to the unit owner.
11. **No inoperative** or unregistered vehicles will be allowed on the premises or remain on the premises for more than (10) days and no maintenance or mechanical work on vehicles will be allowed. Any vehicle with excessive oil or fuel leaks must be removed from the premises at once. If such spillage or leakage is not cleaned up promptly, the Association will take proper action to clean or remove the vehicle and/or spillage or leakage, and the unit owner will be billed for any expense incurred by the Association in removing such vehicle, debris, and the cleaning up of the spillage or leakage and/or waste.
12. **Decks are not** to be used as storage. The only items allowed on the decks are neatly stacked firewood, patio furniture, and grills only. Any open flame or propane fired fryers are prohibited. The decks must be kept free of laundry, towels, mops, clothing, signs, trash, toys or any unsightly debris.  Hot tubs and wading pools are strictly prohibited.
13. **The ability to cool** a unit by way of an AC window unit is an acceptable practice. The AC unit shall be installed only during the summer months and shall be removed at all other times. Any window AC that is installed must be painted in the coordinating color of the building.
14. **No recreational** skateboarding, rollerblading, sledding, football, baseball or bicycling is allowed on sidewalks or anywhere on the premises.
15. **Owner residents** are allowed to have pets on the premises. Owners with pets must clean up after their pets and follow all Village of Ruidoso ordinances regarding animals. This includes always having the pet properly leashed and restrained when outside on the common areas, and includes picking up after the pets.
16. **No signs not approved by the Association** (including signs to sell a unit) may be displayed anywhere on the complex, including interior of a unit showing to the outside. In addition, all common areas are to be free from any activities unless authorized by the Board of Directors (examples of activities that need approval are gatherings, parties, yard/garage sales, etc.)
17. **Feeding of any animals** on absolute common grounds prohibited. One may feed on a common area that is not accessible to everyone, namely a back deck that requires access through an individual unit.

Any violation of the above rules that results in expense to the Owners’ Association will be billed directly to the unit owner. The Association Manager will attempt to notify the owner, but action will be taken in a timely manner to resolve the rule violation. In addition, the Association shall have the right to recover any expense, attorney’s fees, and/or court costs incurred in the enforcement of any of these rules as provided in paragraph 29 (as amended) of the Association’s Declaration of Covenants which is on file with the office of the County Clerk of Lincoln County, New Mexico.

These Rules are established in accordance with Article VIII of the Bylaws for the Whispering Bluff Unit Owners Association.

**WBOA Privacy Policy is effective as of October 12, 2013**