

**RULES AND REGULATIONS OF
OPPENHEIMER PLACE CONDOMINIUM ASSOCIATION, INC.**

**Effective September 2025
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Rules and Regulations of Oppenheimer Place Condominium Association, Inc.

Oppenheimer Place Condominium Association, Inc. (“Association”) acting through its Board of Directors (“Board”), has adopted the following rules and regulations (“Rules and Regulations”). These Rules and Regulations may be amended from time to time by resolution of the Board. Whenever in these Rules and Regulations initial capitalized terms are used, these terms shall have the meanings set forth in the Declaration for Oppenheimer Place, a Condominium and the Bylaws of the Association.

All Owners and Occupants of Units in the Condominium shall comply with these Rules and Regulations and the provisions of the Condominium Documents, it being the intention of the Board of Directors to supplement the provisions in the Documents with the provisions hereinafter set forth. Any provisions inconsistent with the special declarant rights and development rights of the Declarant provided by the Act or the Documents shall not apply to the Declarant, nor shall such provisions apply to any Eligible Mortgagee if exempted under the terms of the Documents.

Article I

Use of Units Affecting the Common Elements

1.0 No Smoking Facility

No smoking will encompass the entire boundaries of the property. Smoking will not be allowed in individual Units (owned or leased), on individual balconies, in all Common Elements including the parking garage, and on all land deemed within the complex property.

[Addition: September 2005]

1.1. Facilities Designed for Older Adults.

The Condominium is intended to meet the housing needs for persons fifty-five (55) years of age and older. Therefore, eighty (80) percent or more of the Units shall be occupied by at least one person who is fifty-five (55) years of age or older (“Age Qualified”). If a Unit is occupied by two or more persons, only one of whom is Age Qualified, and the Age Qualified person permanently ceases to be a resident of the Unit, either through death, relocation or otherwise, then the Owner of the Unit shall have a reasonable time, not to exceed one (1) year from the date such Age Qualified person ceases residence, by sale, lease, or otherwise, to assure that the Unit is occupied by an Age Qualified person.

[Revised: September 1997]
[Revised: March 10, 1999]
[Revised: September 2003]
[Revised: August 2022]

1.2. Age Verification.

The Unit Owner shall verify that the residents of the Unit meet the age qualification that eighty percent (80%) of the residents must be 55 years or older.

[Revised: October 2008]

1.3. Occupancy Restrictions.

The use of each Unit is restricted to that of a single-family residence and accessory uses as permitted herein. The term “single family residence” means a single housekeeping unit, operating on a nonprofit, noncommercial basis between its occupants, cooking and eating in a common kitchen and dining area. Nothing contained herein shall prohibit a full-time or temporary nurse or other health-care professional from residing in any Unit for the purpose of providing special health care for any Owner or Occupant.

[Revised: September 2005]

1.4. No Commercial Use.

Except: (1) for those activities conducted as a part of the marketing and development program of the Declarant and (2) those activities described in 1.3 of these Rules and Regulations, no industry, business, trade or commercial activities, shall be conducted, maintained or permitted in any part of a Unit, Common Element, or Limited Common Element, nor shall any Unit be used or rented for transient, hotel or motel purposes except Units 109 and 110 which are reserved as part of the Common Elements. They may be rented to nonresident family members or guests of a Unit Owner or Occupant under the terms and conditions established by these Rules and Regulations. Home professional pursuits are permitted, provided however, such activity must be conducted without employees, public visits or nonresidential storage, mail, or other similar uses.

[Revised: August 2022]

[Revised: January 2025]

1.5 Sale of Units and New Ownership.

Owners selling their Units must request in writing a resale certificate giving ten working days' notice. There is a fee to the selling Owner for the preparation of this certificate. The selling Owner will be given the documents and all required forms and information necessary for the new Owner. New Owners will

be given the moving in procedure, which includes proper use of the elevator. Fines are in place for improper use of the elevator.

[Revised: October 2008]

1.6. Leases of Units.

No Unit Owner or Agent of an Owner shall enter into a lease of his or her Unit without first executing a written lease with the Lessee. Such lease shall require the Lessee to comply with the terms and provisions of the Documents and Regulations of the Association, and further, provide that the failure of the Lessee to comply with the terms and provisions of the Documents constitutes a default under the terms of the lease. The Board of Directors may provide a suggested standard form lease for use by Unit Owners. Each Unit Owner shall promptly, following the execution of any such lease and before occupancy, forward a conformed copy thereof to the Board of Directors or Manager. Leases must be for a term of not less than one hundred and eighty (180) days. Owners will be charged a fee for Lessee move-ins, which will include a copy of the Rules and Regulations, the Oppenheimer Place Information Sheets, Lessee information forms for bookkeeping and Resident rosters, and the moving procedures. The Owner is responsible for making sure the Lessee follows the move-in and move-out procedures. Violations by the Lessee will be charged to the Owner.

[Revised August 27, 1998]

[Previously 1.5; Revised: September 2005]

[Revised: October 2008]

[Revised: November 2022]

1.7. Electrical Devices and Fixtures.

No electrical device creating electrical overloading of standard circuits may be used without permission from the Board of Directors. Misuse or abuse of appliances or fixtures, which affect other Units or the Common Elements, is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner contributing to the misuse or abuse. Total electrical usage in any Unit shall not exceed the capacity of the circuits and should be labeled on the circuit breaker boxes.

[Revised: July 2021]

1.8. Fixtures and Equipment.

All fixtures and equipment will be used for the purposes for which they were designed. There shall be no floor load more than fifty pounds per square foot,

unless special arrangements are made, and an engineering determination of floor load capacity in the area of the heavy use is approved by the Association.

1.9. Appliances.

All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens, which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will always be used and kept in clean, good order and repair by the Unit Owner.

1.10. Signs/Flags/ Obstructions

No signs or flags of any character shall be erected, posted or displayed upon, in, or from any Unit or Common Elements without the prior written approval of the Board of Directors. Nothing may be tied to balcony or railings. All windows must remain free of any unsightly attachments visible from the ground level. All windows coverings must have neutral colors to the outside of the building. The provisions of this subparagraph shall not be applicable to any Eligible Mortgagee which comes into possession of any Unit by reason of any remedies provided for in the mortgage, foreclosure of any mortgage or any deed of trust or other proceeding in lieu of foreclosure.

[Revised August 27, 1998]

[Revised: September 2025]

Article II

Use of Common Elements

2.1. Obstructions: Storage Outside Units.

There shall be no obstruction of the Common Elements. Using the Unit patios and balconies for storage will not be permitted. Rugs and mops shall not be shaken or hung from or on any of the windows, doors, balconies, patios. Patio furniture consisting of all-weather chairs and tables, bikes, and plants will be allowed on the deck and patio Limited Common Elements, provided that they remain in good condition and repair. Umbrellas and other similar accessories to patio furniture shall not be stored upright or be otherwise visible when not in use. Only electric or gas barbecue grills are to be used, and Units having gas grills must be recorded in the OPCA office. Personal items such as shoes, boxes, trash bags, wheelchairs, and similar objects may not be stored in front of a Unit's entrance.

[Revised: September 2005]

[Revised: October 2008]
[Revised: January 2025]
[Revised: September 2025]

2.2. Storage.

Storage of materials in Common Elements or other areas designated by the Board of Directors shall be at the risk of the person storing the material. Storage of personal items in any Common Element or Limited Common Element is prohibited without approval from the Manager or Board of Directors.

[Revised: January 2025]

2.3. Proper Use.

Common Elements shall be used only for the purposes for which they were designed and are reasonably suited incident to the use and occupancy of the Units. Walkways shall be used only for pedestrian use. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, or damage on or to the Common Elements. There are fines for returning the elevator key and pads the next day and/or blocking the elevator door to keep it from closing. The fines will be charged to the Owner.

[Revised: October 2008]

2.4. Alterations, Additions, or Improvements.

No structural change or modification to any building shall be commenced, constructed, maintained or caused by any Owner or Occupant where such change or modification affects the exterior surfaces of any building or roof; consists of substantial landscaping changes or involves the installation of any solar collecting device, any antenna or satellite dish on any Common Element which is visible outside any building. No clothes, sheets, blankets, laundry or any other kind of articles, other than holiday decorations on the doors only, shall be hung out of a building or exposed or placed on the outside walls or doors of a building or on trees. No sign, awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window. Nothing shall be constructed in or removed from the Common Elements except upon the prior written consent of the Board of Directors. Planting, removal, or pruning of any vegetation on Oppenheimer's property is strictly prohibited without prior approval from the Board of Directors.

[Revised: September 2005]
[Revised: September 2025]

2.5. Garage and Designated Parking Spaces.

Designated parking spaces, designated as a Limited Common Element are restricted to occupancy by the resident of the Unit to which such parking space is assigned, and shall be used solely as a parking space for vehicles. These areas shall not be used for vehicles that obstruct or impede other spaces.

[Revised: September 2005]

[Revised: October 2008]

[Revised: July 2021]

2.6. Mail.

Located within the Lobby area are mailboxes for deposit of mail. No employee of the Association shall be responsible for collecting or accepting any mail or packages for any Owner of any of the Units. The Managing Agent or its employees may agree to accept mail or packages, upon written instructions from any Owner, and on a temporary basis, under such terms as the Managing Agent deems appropriate. The Association shall not be liable for any loss incurred by any Owner requesting temporary assistance with the delivery of mail or packages.

2.7. Use and Rental of Units 109 and 110.

Units 109 and 110 are Common Elements and are set aside for short-term rentals to guests, family and friends of Unit Owners and Occupants. The Board of Directors shall establish a reasonable fee schedule for the rental of Units 109 and 110 as a part of the annual budget. The Managing Director shall be responsible for the day-to-day operation of the said Units and shall keep a reservations log and a register of the guests occupying such Units.

2.8 Reserving Common Rooms

All Owners and Residents are required to complete a reservation form and comply with the established regulations for reserving Common Rooms.

[Added: January 2025]

2.9 Condominium Washer and Dryer

The Condominium washer and dryer are intended for occasional use only and may not be used for regular, daily laundry. They are reserved exclusively for washing bulky bedding items belonging to Unit Owners. Guests, caregivers, or friends are not permitted to use the laundry facilities unless they are assisting with the Owner's bulky laundry. If a Unit Owner needs to use the condominium washer and dryer temporarily due to a malfunction in their own appliances, they must notify the manager in advance.

[Added: September 2025]

2.10 Bird Feeders and Planters

All planters placed on decks must sit on deep saucers to catch excess water from rain or overwatering, as runoff can stain drip edges and stucco surfaces. Only thistle, water, and hummingbird feeders are permitted to minimize the attraction of nuisance birds and other animals (bears). All feeders and planters must be securely positioned within the boundaries of the Resident's own balcony to prevent falling items, potential injury, and messes on balconies below. No feeders of any kind are allowed on the ground floor so as not to attract bears.

[Added: September 2025]

2.11 Guns

The discharge of firearms is strictly prohibited on all Oppenheimer property. This includes, but is not limited to, airsoft guns, BB guns, slingshots, and any other projectile-firing devices. This restriction does not apply to children's toys that are clearly designed for safe recreational use.

[Added: September 2025]

Article III

Actions of Owners and Occupants

3.1. Annoyance or Nuisance.

No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit or Common Element, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants. No Unit Owner or Occupant shall make or permit any disturbing noises by himself or herself, his or her family, service providers, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or Occupants. No Unit Owner or Occupant shall cause noise or play, or suffer to be played, any musical instrument or operate or suffer to operate a phonograph, television set, media player, or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or Occupants.

[Revised: August 2022]

3.2. Compliance With Law.

No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and

regulations of the United States and of the State of New Mexico and all ordinances, rules and regulations of the County of Los Alamos. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

3.3. Pets.

Pets are allowed except for venomous reptiles. The maximum number of pets allowed is two. Pets may not be kept, bred, or maintained for any commercial purpose. Pets must be inoculated as required by New Mexico law. Dogs and Cats must be neutered. Pets are permitted within the Common Element boundaries of the property and must always (indoor and out) be on a leash and in physical control of an adult. Pets may not be walked on the Common Element landscape. If a pet creates any mess on any Common Element indoors or out, the Unit Owner or Occupant is responsible for the cleanup and any damages. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property within three days after receiving written notice. Any Unit Owner or Occupant who keeps and maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Property, the Condominium, the Association, each Unit Owner, Occupant and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property.

[Revised: September 2005]

3.4. Indemnification for Actions of Others.

Unit Owners and Occupants shall hold the Association and other Unit Owners and Occupants harmless for the actions of their tenants, guests, pets, service providers, employees, agents, visitors, or licensees.

[Revised: August 2022]

3.5. Employees of Management.

No Unit Owner or Occupant shall have the right to send any employee of the Association or of the Managing Agent out of the Property on any private business of the Unit Owner or Occupant, nor shall any employee be used for the individual benefit of the Unit Owner or Occupant, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

Article IV

Insurance

4.1. Increase in Rating.

Nothing shall be done which will increase the rate of insurance on the Property, or on the contents of buildings without the prior consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept on the Property which will result in the cancellation or insurance coverage on the buildings or contents thereof, or which would be in violation of any law.

4.2. Rules of Insurance.

Unit Owners and Occupants shall comply with the Rules and Regulations contained in any fire and liability insurance policy on the Property.

4.3. Reports of Damage.

Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the Managing Agent or a Director.

Article V

Rubbish and Trash

5.1. Deposit of Trash and Rubbish.

Trash container locations will be designated by the Board of Directors or the Managing Agent employed by the Association. Pickup will be from those locations only. Occupants will be responsible for removal of trash from their Units to the pickup locations. Trash is to be deposited within that location and the area is to be kept neat, clean and free of debris. Long term storage of rubbish in the Units and garage storage areas is forbidden.

5.2. Trash Storage.

No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire, odors, seepage or encouragement of vermin.

5.3. Trash Accumulations.

No garbage cans or trash barrels shall be placed outside the Units. No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements except in designated trash storage containers.

Article VI

Motor Vehicles

6.1. Parking Areas.

Each of the parking areas located on the Property may be subject to designation of individual spaces as Limited Common Elements appurtenant to certain designated Units. Subject to the other provisions of this Article, all other parking spaces shall be used by the Owners for self-service parking purposes on a “first come, first served” basis, provided, however, that no Owner shall park more than one (1) vehicle (owned or leased by such Owner, a member of his or her family or Occupant of his or her Unit) on the Common Element parking spaces without the prior written consent of the Board of Directors.

6.2. Temporary Parking.

Other than for temporary periods for the purpose of unloading or loading, no Owner of a Unit or any Occupant of a Unit to which a designated parking space has been identified shall park any vehicle in any roadway or driveway area. Such Owners and Occupants shall park the vehicle inside the garage or in the designated parking space.

6.3. Trucks, Trailers, Campers, Recreational Vehicles, Boats and Commercial Vehicles.

Trucks and other vehicles having more than two axels, trailers, and commercial vehicles are prohibited in the parking areas and driveways except for temporary loading and unloading, for periods not more than seventy-two (72) hours, or as may be designated by the Board of Directors. Construction equipment used on behalf of the Declarant or the Association in the actual repair, construction or maintenance of the Property will not be so restricted during such use. No boats may be parked on the Property. No campers, recreational vehicles, or trailers that do not fit within a parking place may be on the Property.

[Revised August 27, 1998]

[Deleted September 2003]

[Revised: July 2021]

6.4. Empty

6.5. Limitations on Use.

The use of Limited Common Element parking spaces is limited to use by the Owner and Occupant of the Unit to which it is assigned as a Limited Common

Element. Other than for temporary periods for the purpose of loading and unloading, no Owner of a Unit or any Occupant of a Unit, to which a designated parking space has been identified, shall park any vehicle in any roadway or driveway area. Such Owners and Occupants shall park all motor vehicles inside the garage in a designated parking space or in the upper parking lot. All vehicles must be registered in order to permanently park on the Property. Parking areas shall be used for no other purpose than to park motor vehicles and loading or unloading.

[Revised: September 2003]

[Deleted: September 2003]

[Revised: November 2022]

6.6. Empty

6.7. Motorcycles and Off-Road Vehicles Prohibited.

The use of snowmobiles, dune buggies, or any motorized off-road vehicle or similar vehicles not used in maintenance is prohibited on the Property. Motorcycles and motorbikes may be used only for transportation to and from the Property. Each vehicle shall be equipped to maximize muffling of engine noise during use for transportation to and from the Property. Such vehicles may be kept on the Property, but only in accordance with the Rules and Regulations of the Board of Directors. Except for other motor assisted bicycles and wheelchairs as may be medically needed by an Owner or Occupant to assist mobility, all vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the public highways. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon the Property. Except for temporary repairs not involving immobility more than ten hours, highway vehicles will not be disassembled, repaired, rebuilt, painted or constructed on the Property. Following Notice and Hearing, the Association may remove, at the cost of the Unit Owner responsible, any vehicle remaining immobile more than forty-eight (48) hours.

[Revised: September 2005]

6.8. No Parking Areas.

Vehicles may not be parked in such manner as to block access to the garage, fire hydrants, sidewalks running perpendicular to the parking area, pedestrian crossing areas, designated fire lanes, or clear two-lane passage by vehicles on roads and drives. Vehicles in violation will be towed after reasonable efforts to contact the person, Unit Owner or Occupant to whom the vehicle is registered. In addition, a Twenty-five Dollar (\$25) per day fine may be levied against the person, Unit Owner or Occupant to whom the vehicle is registered, following

Notice and Hearing, for the period that the vehicle violates these rules, unless at such hearing good and valid reasons are given for such violation.

6.9. Compliance with Law.

All persons will comply with New Mexico State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, drives and Property.

Article VII **Right of Declarant**

7.1. (Empty)

[Deleted: September 2005]

Article VIII **General Administrative Rules**

8.1. Consent in Writing.

Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

8.2. Violations.

Owners and Lessees in violation of these Rules and Regulations will receive notice in writing from the Board of Directors, Office Manager, or Managing Agent. If after a determined time for compliance the Owner or Lessee fails to comply, a reminder in writing will be issued. This reminder will contain a warning of a time for Owner or Lessee to comply and action by the Board of Directors for non-compliance. The Board of Directors may levy a fine against the Unit Owner or Occupant following notice and hearing, unless at such hearing good and valid reasons are given for such violation.

[Addition: September 2005]

8.3. Complaints; Dispute Resolution.

In the event a dispute arises between the Owners concerning any claimed violation of these Rules and Regulations, or any Owner is aggrieved as to violation of any of the provisions of these Rules and Regulations, such Owner may bring his

grievance, in writing, before the Board of Directors for a resolution. The Owner or Occupant against whom the complaint is directed shall be entitled to respond to the complaint within ten (10) days following receipt of a copy of the complaint. Following receipt of a response to the complaint, or the expiration of ten (10) days following receipt of the complaint by the responding Owner or Occupant, the Board of Directors shall proceed to review the grievance and act as arbitrator or may appoint a panel which may include the Managing Agent. The Board of Directors, or the panel appointed by them shall conduct a hearing, with notice to all affected Owners, whereat each Owner will be entitled to present testimony and cross-examine opposing parties on the issues presented in the grievance. The Board (or panel) shall make a decision within thirty (30) days following a hearing and the decision of a panel may be appealed to the Board of Directors within ten (10) days of the decision of the panel. The decision of the Board of Directors shall be binding upon all parties.

[Previously 8.2]

Article IX

General Rules Governing the Property

9.1. Limited to Owners and Occupants and Invited Guests.

Facilities and open space areas within the Common Elements are limited to the use of Unit Owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user, and the user shall hold the Association harmless from damage or claims by virtue of such use.

9.2. Boisterous Behavior Prohibited.

Boisterous, rough, or dangerous activities or behavior, which unreasonably interfere with the permitted use of facilities by others, is prohibited.

9.3. Reserved Areas.

Specific portions of facilities, or specific times of recreational schedules may be reserved. Such reservations and scheduling shall be made by management personnel and shall be effective after publication in a newsletter or posted in the Lobby area.

9.4. Children.

No children under the age of eighteen (18) years shall become residents of any Unit; however, nothing contained herein shall prohibit children from visiting an Owner or Occupant for a reasonable time. As used herein, a “reasonable time” is

defined to be not more than thirty (30) days for any one visit unless extended by written consent of the Board. Owners or Occupants will direct and control the activities of such visiting children to require them to conform to the Rules and Regulations. Owners or Occupants will be responsible for violations or damage caused by these children whether such Owner or Occupant is present or not.

[Revised: September 1997]

9.5. Ejection for Violation.

Unit Owners, Occupants, guests and tenants may be summarily ejected from any of the recreational facilities or Common Elements by management personnel in the event of violation of these Rules within a facility and suspended from use of the facility until the time for Notice and Hearing concerning such violation and, thereafter, suspended for the period established following such Hearing.

Original Document Issued: November 30, 1993

[Revised: Rule 1.1 and Rule 9.4, effective September 1997]

[Revised: Rule 1.5, Rule 1.10, and Rule 6.3, effective August 27, 1998]

[Revised: Rule 1.1, effective March 10, 1999]

[Revised: Rule 1.1 and Rule 6.5, effective September 2003]

[Deleted: Rule 6.4 and Rule 6.6, effective September 2003]

[Addition: Rule 1.0, Rule 1.5, and Rule 8.2, effective September 2005]

[Revised: Rule 1.3, Rule 1.6 (previously 1.5), Rule 2.1, Rule 2.5, Rule 3.3, Rule 6.7 and Rule 8.3 previously Rule 8.2, effective September 2005]

[Deleted: Rule 7.1, effective September 2005]

[Revised: Rule 1.2, Rule 1.5, Rule 1.6, Rule 2.1, Rule 2.3, Rule 2.5, effective October 2008]

[Revised: Rule 1.7, Rule 2.5, Rule 6.3, effective July 2021]

[Revised: Rule 1.1, 1.4, 3.1, 3.4, effective August 2022]

[Revised: Rule 6.5, 1.6, effective November 2022]

[Revised: Rule 1.4, 2.1, 2.2, and 2.8 was added, effective January 2025]

[Revised: Rule 1.10, 2.1, 2.4, and 2.9, 2.10, and 2.11 were added, effective September 2025]