

WEBSITE USER AGREEMENT AND MARIPOSA COMMUNITY CENTER RULES & REGULATIONS (COLLECTIVELY, THE “RESIDENT AGREEMENT”)

Located at: 2501 Parkway Ave NE Rio Rancho, NM 87144

Phone: 505-219-2986

Web Site: mariposaca.org

Last Revised: December 9, 2024

This is an agreement between you and Mariposa Community Association, Inc. (MCA), a New Mexico non-profit corporation. In addition to the terms below, it specifically incorporates as though restated in full herein the Terms of Use established by Harvard Investments and its affiliates including all of the rights granted to Mariposa.

By clicking “***I agree***” to the ***resident agreement*** you agree on behalf of yourself and all members and/or guests of your household, to accept and abide by all of the terms and conditions found in the User Agreement for use of the Web Site, as posted at mariposaca.org and updated from time to time.

The MCA may change and/or add to their respective terms and conditions at any time, and any reference to the term “User Agreement” includes any such changes or additions. New or revised terms and conditions will be posted on the Web Site and will be effective immediately upon posting. Your continued use of the Web Site will serve as your agreement to abide by all such new or revised terms and conditions. If, at any time, any term or condition of this User Agreement is not acceptable to you, you (and all members and guests of your household) should immediately cease all use of the Web Site. Access to the Web Site is conditioned upon each resident’s acceptance of the User Agreement.

1. The Web Site is for Mariposa residents and is designed to promote neighbor to neighbor interaction through an exclusive online Web Site. Only residents of Mariposa and Harvard Investments authorized employees, representatives, agents, affiliates or service providers may access the Web Site.
2. The Web Site and its content is intended for personal use only and it will be managed and operated by MCA. All content published on the Web Site will be subject to review, modification, and/or deletion by MCA.
3. You are fully responsible for, and you agree to monitor and supervise, all use of the Web Site by guests and members of your household from your home or otherwise to ensure compliance with this User Agreement. THIS RESPONSIBILITY INCLUDES SUPERVISION OF ANY HOUSEHOLD MEMBERS AND GUESTS UNDER 18

YEARS OF AGE. RESIDENTS UNDER 13 YEARS OLD MAY NOT ACCESS THE WEB SITE.

4. The Web Site provides access to information, software, photographs, audio, video, graphics, links and other material (collectively referred to as "Content") that is legally protected by MCA and/or others under patent, copyright, trademark and other intellectual property laws. You agree to comply with all copyright notices and other restrictions contained in any Content available on, or accessed through, the Web Site.
5. MCA has the right, in its sole discretion, to restrict, suspend, or terminate your access (and access by any member or guest of your household) to all or any part of the Web Site, at any time for any reason without prior notice or liability. MCA may also change, suspend or discontinue all or any aspect of the Web Site at any time without prior notice or liability. In accordance with the Terms of Use, Mariposa in its sole discretion, has the right, immediately and without any prior notice, to suspend or terminate your registration with or ability to access the Web Site and/or any other service provided to you by Mariposa. The MCA does not have the right to override or appeal this decision on a user's behalf and will abide by Mariposa's decision in this regard.
6. Your privacy is important to MCA. The Privacy Statement is posted on the Web Site.

**Mariposa Community Association
MARIPOSA COMMUNITY CENTER
2501 Parkway Ave NE
Rio Rancho, NM 87144**

RULES & REGULATIONS

Revised December 4, 2019

I. INTRODUCTION

The Rules for Mariposa Community Center (MCC) are established by the Board of Directors of the Mariposa Community Association, Inc. (the "Association") under the authority described in the Community Charter ("Charter") for Mariposa Residential Property.

The term "Member" shall mean any person holding a Membership in the Association pursuant to the Charter or tenant in apartments that are either a Member of the Association or pay cost sharing fees to the Association in an amount to cover Membership for their tenants. "Membership" shall mean a membership of the Association and the rights granted to the Owners and Declarant to participate in the Association pursuant to the Charter. "Resident" shall mean each owner, tenant or lessee actually residing in the unit.

It must be recognized and understood by all Members and Residents that it is necessary for representatives of the Association to apply and enforce these Rules for all Members and Residents equally and that all Members and Residents have the right to enjoy the MCC. Members and the Residents enjoying the MCC must respect the rights of others sharing in the use of the MCC. Courtesy and common sense must prevail in the proper utilization of the MCC.

The use of the MCC is primarily for the enjoyment of the Members of the Association and Residents. Guests or visitors are accommodated only when such accommodation does not infringe upon the convenience or right of enjoyment of the Members and Residents. While the Association will attempt to accommodate Members and Residents with special requests (i.e., extra equipment, additional staff, etc.), the Association reserves the right to charge fees to those Members and Residents for special accommodation requests.

This is a "living document" in that it is intended and expected to be regularly amended as the Board feels that changes to existing Rules or the creation of new Rules are necessary or desirable. Rights and obligations of Members and Residents with respect to MCC are ultimately controlled by the Governing Documents (as defined in the Charter). In the event of a conflict between any provision of these Rules and any provision of such other Governing Documents, the Governing Documents shall control.

II. AUTHORITY

The Governing Documents grant to the Board the authority to make and enforce such policies, rules, and regulations as the Board deems reasonable and appropriate, including without limitation the ability to restrict the use of the MCC. Such policies, rules, and regulations are adopted at the sole discretion of the Board. These Rules and any amendments and additions thereto adopted by the Board shall be binding upon all Members, Residents, and their respective guests, tenants, and invitees, and upon any other persons having use rights with respect to the MCC. The Governing Documents provide that the Board may impose sanctions for violation of these Rules, including without limitation the suspension of a member's right to use any of the Association's Facilities.

III. CODE OF CONDUCT

1. Members, Residents, and guests must conduct themselves as not to jeopardize or interfere with the rights and privileges of other Members, Residents or guests.
2. Members are responsible for the conduct of their Residents and guests. Residents and guests will be held to the same standard of conduct as set forth herein for Members.
3. Members, Residents, and guests will refrain from loud, profane, indecent, or abusive language.
4. Members, Residents, and guests will not harass or accost any other Member, Resident, guest, Association employee, Association management personnel, or officer.
5. Members, Residents, and guests will not compromise the safety of others by their actions.
6. Physical or verbal abuse directed at other Members, Residents, guests, Association employees, Association management personnel, or officers, will not be tolerated.
- 7. Members will be held responsible for any damage to Association property caused by the Member and/or the Member's Residents or guests.**
8. Members, Residents and guests shall not reprimand or discipline any Association employee or Association management personnel; comments and complaints are to be directed to the Board of Directors by Members and Residents only. The complaint shall be submitted in writing.
9. Members, Residents and guests shall not interfere with the management of the Association; comments and complaints are to be directed to the Board of Directors. The complaint shall be submitted by Members or Residents only in writing.

10. Members, Residents, and guests shall obey all safety rules and shall cease and desist from unsafe activity.

11. Members and Residents are prohibited from profiting financially from their membership by charging Residents or guests for use of the MCC. The Association may, from time to time, enter into contracts with Members to provide products or services for an approved fee.

12. Proper dress is required in the MCC in accordance with the following basic guidelines:

a. Upper body garments must be worn in all activities, except males using aquatic facilities.

b. Appropriate swimming attire, as determined in the sole discretion of Association staff, is required in all aquatic facilities.

c. Appropriate athletic attire (including, but not limited to specific footwear and/or clothing), as determined in the sole discretion of Association staff.

13. No pets are permitted in the facility, except for assisted-living pets.

14. Any Member, Resident, or guest who conducts himself/herself in an unbecoming manner or who violates an Association rule or regulation is subject to disciplinary action (see Article II above).

15. USE OF LOCKERS - Lockers are provided for the use and benefit of members of the Association and their guests while using the community center facility. All locks must be removed from lockers by the end of the day. Locks left on lockers after closing will be removed by Association staff.

IV. MEMBERSHIP CARDS AND RULES

Only holders of valid Access Cards are entitled to use the MCC. **Unauthorized use of the Access Cards or use of false information in obtaining Access Cards may result in suspension of membership privileges or other appropriate sanctions.** An Access Card is valid only for the Unit to which it is issued and should not be loaned, transferred, or assigned. All Access Cards are programmed to identify the Unit's Residents when used.

1. Access Cards:

Access Cards are issued after completion of an orientation and the appropriate release forms have been signed. Access Cards are renewed automatically, and not reissued, on an annual basis provided all applicable assessments and other charges pertaining to the Unit have been paid in full to the Association.

a. No Access Cards shall be issued for any Unit, which is not defined as within the boundaries of the Association.

b. Two (2) Access Cards shall be issued without charge, to each **Unit** for residents 16 years and older. Community Center Staff may require proof of residency prior to issuing any Access card. Additional Access Cards may be purchased per the MCC Fee Schedule.

c. Any Owner who leases or otherwise transfers occupancy of his or her Unit is not entitled to receive or retain an Access Card. Immediate written notice of the transfer of occupancy, accompanied by a copy of a lease/rental /transfer agreement must be provided to the Association and the Owner must surrender to the Association his/her previously issued Access Card(s). The right of the lessee (s) to receive Access Card(s) allocable to the subject Unit depends on the Owner's surrendering all previously issued Access Cards. Each Resident is subject to the same qualifications, limitations, and conditions as specified in Sections IV.1. and IV.2. for the issuance of an Access Card, and is further subject to the following:

i. The Owner (lessor) must be current with Association financial obligations and in good standing with the Association.

ii. The lessee must deliver to the Association a copy of his/her signed lease agreement.

iii. The Owner (lessor) must have surrendered his/her Access Card(s) to the Association and relinquished their rights to use the Community Center facilities.

iv. A transfer fee of \$25.00 will be charged to lessees for each Access Card(s) issued.

d. Ballots, assessments, notices and any other items required by the governing documents to be given to Owners or Members will be given to the Owner of record and are not required to be given to the lessee.

e. An Access Card(s) will be revoked upon termination of the lease agreement. The holder of the Access Card(s) is subject to sanctions for a violation of these Rules as specified in Article II above.

2. Additional Cards:

In the event that the issued Access Cards are lost or stolen, additional Access Cards may be purchased at the MCC per the MCC Fee Schedule.

3. Guest Visits:

- a. Outdoor Pool Area: Guests are limited to six (6) per unit per visit.
- b. Other MCC Areas: In all areas, other than the outdoor pool area, guests are limited to two (2) per unit per visit.
- c. Guests are responsible for any additional fees or charges that an activity may be subject to.

4. Access Rules:

- a. All Access Cards must be presented when requested by Association staff.
- b. Access Card checks may be made by Association staff to monitor compliance with card policy and to determine validity of all Access Cards.
- c. The sponsoring Access Cardholder is responsible for his/her guests using the MCC. All guests visiting and/or utilizing the MCC must be accompanied at all times by the sponsoring Access Card holder.
- d. Holders of Access Cards who do not identify their guests as such are in violation of these Rules and are subject to sanctions (see Article II above).
- e. The MCC is designated as a tobacco-free environment and all tobacco use is prohibited.
- f. Access Cardholders may register for various activities and classes with the Management Company.
- g. There are no refunds for any Access Cards.

V. USE OF MARIPOSA COMMUNITY CENTER

Located within the Community Center is the Multi-Purpose Room, Reception Area, lounge Area, Cafe, locker Rooms, Office, Indoor Swimming Pool, Outdoor Swimming Pool, Covered Patios with Grills, and Fitness Room.

The Association may maintain an office in the Community Center facility. Access Cards can be obtained at the Front Desk.

All Association assessment payments are to be made payable to the Mariposa Community Association.

Access cards will allow access to the Community Center during normal hours of operation. Hours of operation will be posted, from time to time, as appropriate.

1. Meeting/multi-Purpose Room

This room provides space for a variety of activities. It will be used primarily to accommodate classes, meetings, conferences, yoga, etc., by Access Card holders, the Association staff, the Founder, affiliates of Founder, and other users as set forth in more detail in Section VII, below. To use these rooms, it is necessary to make prior reservations through the Association staff.

2. Lounge Area

The lounge area provides space for a variety of activities including television viewing, the reading of newspapers, books, and periodicals, computer use, and relaxation.

Television: The television volume and channel can be changed to accommodate Access Cardholders in the lounge Area. In the event that there is a difference of opinion regarding the volume or channel, the staff of the Association or Management Company will make the final decision.

3. Swimming Pools:

The swimming pools are part of the MCC, and only holders of valid Access Cards and their accompanying guests may use the swimming pools.

Use of either swimming pool area is completely at the user's own risk and such users assume all such risks. The Founder, (any affiliate of Founder, including Mariposa Community Center LLC) Association and Management Company shall have no liability relating to the use of the pool by any party. Lifeguards are not provided.

All Access Cardholders and Guests are required to adhere to the following rules:

- a. Children under 16 years of age are not allowed in the swimming pool areas without adult supervision. In addition, Children less than 42 inches in height are not permitted in the swimming pool, unless a parent or guardian is in the swimming pool with the child.
- b. Children who are not yet toilet trained and/or in diapers must use swim diapers in the swimming pool.
- c. Absolutely no pets are allowed in the swimming pool areas, other than service animals.
- d. No oil-based products (i.e., suntan oil, baby oil) are allowed in the swimming pool.
- e. Appropriate swimming attire must be worn. Cut-offs are not permitted.

- f. Running, horseplay or diving into the swimming pool is not permitted.
- g. Loud or foul language and sound-producing equipment will not be permitted in the swimming pool area.
- h. For safety reasons, chairs, lounges, tables, and other items which could obstruct or interfere with access to and from the swimming pool area will be restricted to designated areas.
- i. Food or beverages may be consumed only in the areas provided with tables/chairs.
- j. Glass containers, chewing gum, alcohol and tobacco products are not permitted in the swimming pool area.
- k. Over-sized inflatable or flotation devices, including without limitation automobile inner tubes, air mattresses, surfboards, and floating chairs, are not permitted in the swimming pool.
- l. Small kick boards, masks and snorkels, noodles, or water shoes are permitted.
- m. For safety reasons, during rain, thunder, and lightning storms or other inclement conditions, the Association staff may clear and close the swimming pool until such inclement conditions pass. However, the Association staff is not responsible for monitoring weather conditions, and each person in the pool area should immediately exit the pool area if lightning or thunder is observed.
- n. Any person with an infection, communicable disease, etc., is prohibited from using the swimming pool facilities.
- o. Any person failing to abide by stated policy or safety rules as stated herein and/or as posted will be asked to leave the swimming pool area.

4. Fitness Facility:

Residents and guests assume all responsibilities for their actions and understand that use of the facility is at their own risk.

- a. Food, chewing gum, tobacco, alcohol and glass are prohibited in this area.
- b. Users of the Fitness Center and its equipment do so at their own risk.
- c. Please consult a physician before starting an exercise program.
- d. An Access Credential will provide access to the Fitness Center during posted operating hours. However, the Board reserves the right to modify the operating hours from time to time.

- e. Gym or personal bags are not allowed on the Fitness Center room floor. Management may remove items left in the Fitness Center overnight.
- f. Glass containers, food and beverages, other than water and sports drinks in plastic, sealed containers, are not allowed. Filtered water is available and refillable containers are recommended.
- g. Please wipe down all equipment used with sanitation wipes provided. Towels are provided.
- h. Electronic devices, except those installed by the Association, must be used with headphones. Users are responsible for providing their own headphones to be used with television-equipped equipment.
- i. Upon completion of use please return equipment to its regular location and re-rack weights. Be careful not to slam or drop weights!
- j. Children, under the age of sixteen (16), are allowed in the fitness facility only if they are using the fitness equipment and being directly supervised by an adult.
- k. Proper athletic footwear and attire are required. For your safety, "street" shoes, sandals and bare feet are not permitted.
- l. In consideration of other residents, when using the equipment, please limit use to 30 minutes if others are waiting.
- m. Personal trainers are allowed provided that a resident accompanies them. All personal trainers need to work within the flow of others using the equipment and are responsible for any damage. Instructors or Personal Trainers must have liability insurance and submit proof to the Community Manager.
- n. Please wipe down equipment after use. Towels are mandatory.
- o. Fitness equipment may not be reserved.

VI. GENERAL RULES

1. Bulletin Board Policies:

The Association has provided a bulletin board in the MCC that can be used for posting social and community activities. All announcements, notices, pictures, writings, or other items of any kind must be approved by the Association staff before being posted on any Association Bulletin Board. Please check with the Association staff for current Association policy.

2. Room and Event Scheduling Policies:

In order to accommodate the large number of Access Cardholders who may utilize the multi-Purpose Room, it is necessary to properly schedule activities. Use of the Multipurpose Room without prior notice and approval is prohibited. The room schedule is established and maintained by the Association staff and requests for room reservations should be directed to that office. In establishing schedules, the Association staff adheres to the following policies and stated priorities:

a. Association's Board of Directors and Board Committees:

Any meeting of the Association's Board of Directors or committees of the Board has priority over all other meetings. Notices of these meetings will be posted on appropriate Association bulletin board(s).

b. Special Events and Meetings:

The Association staff will schedule all the special community events, classes, and meetings sponsored by the Association. These events will be posted in an appropriate manner.

c. Private Parties:

Access Cardholders may make reservations for a private function after executing a room reservation contract, subject to approval of the Association staff. The Association staff will determine room availability. A private function may be prohibited if; in the judgment of the Association such an event would be inconsistent with the general use and enjoyment of the MCC by all Access Cardholders.

d. Unscheduled Activities:

Use of space other than the multi-Purpose Room without a reservation may be accommodated at the discretion of the Association on a first-come first-serve basis, provided such functions are in accordance with all Association policies and procedures. The Association reserves the right to interrupt, terminate, or reschedule these activities as necessary to maintain scheduling priorities as described herein.

3. Room and Event Charges:

Association sponsored functions will not be charged for the use of the MCC. Access Cardholders may be required to reimburse the Association for set-up, cleaning, etc. if the Association incurs additional costs. Private parties are subject to the current schedule of fees and policies as established by the Board for use of any of the MCC facilities.

4. Alcohol:

Any function where alcohol is to be served or consumed must have prior written approval of the Board of Directors. People serving alcohol within the MCC assume sole responsibility for any liability that may arise in connection with the service or consumption of alcohol.

5. Use by the Founder (and affiliates, including Mariposa Community Center LLC):

Certain rights with respect to use of MCC have been granted to the Founder (and affiliates, including Mariposa Community Center LLC), including without limitation the right to reserve rooms for special functions; and for all Founder (and affiliates, including Mariposa Community Center LLC), employee and employee family use of the facilities and meetings, subject to availability.

6. Association Rights:

The association reserves the right, at all times, to deny, adjust, cancel, reschedule, or move the meeting space as deemed necessary. **All use of the MCC is voluntary and use thereof is deemed as acknowledgement and acceptance of any risk associated with such use.** Neither Founder (nor affiliates including Mariposa Community Center LLC), Association or the Association Management Company will have any responsibility for any theft that occurs at the MCC.