

RULES & REGULATIONS OF CONSTRUCTION FOR THE SANCTUARY AT SKY ISLAND

These rules of construction are in addition to the existing Certificate of Formation, Bylaws and Declaration of Covenants, Conditions and Restrictions for the Sanctuary at Sky Island. The purpose of these rules of construction is to provide additional documentation and further clarification of the existing construction regulations as specified in the Sanctuary at Sky Island Architectural Guidelines, Exhibit A and the Amended and Restated Declaration of Covenants, Conditions and Restrictions. Violation of these rules is subject to the enforcement of regulation as specified below and in the governing documents.

These rules do not supersede or change the Certificate of Formation, Bylaws or the Declaration of Covenants, Conditions and Restrictions for the Sanctuary at Sky Island in any manner. They do have the same status of law and enforceability. Where possible, the HOA will provide an initial warning with a specified period to resolve a violation, if the violation is curable. Violations that are not curable may result in immediate levy or fine against the property owner. At the time of levy or fine, the board will issue a demand letter that will be sent by both Certified Mail Return Receipt Requested and an email to the property owner. If we have no email address on file, we will send the second copy by US mail to the address of record. Fines must be paid per the terms in the demand letter.

A lien will be placed on the property for all unpaid fines. The HOA understands that in most circumstances builders or subcontractors cause rules and regulations violations. However, the HOA has no direct authority over the builder unless he or she is also the property owner. We look to the property owner as the responsible party for all violations. The property owner may settle with the builder in the manner that he or she chooses.

It is not the desire of the Board of Directors of the HOA or the architectural review committee to place undue hardship on any property owner, however we must have a consistent and fair system in place to prevent property damage, ensure the quality of living and preserve the beauty of our community. Enforcing these rules ultimately protects all property values, including yours. We hope you understand the difficult position the HOA has been placed in.

Members of the architectural review committee and Board of Directors are available to answer questions about these rules and their supporting documents. Note that the terms “contractor” and “builder” are used interchangeably and have the same meaning.

1. Planning and Approval Process

1.1 Recommendations

- 1.1.1 It is recommended to obtain provisional approval for a basic plan before completing a full set of architectural plans to prevent costly re-work of a plan if it is found to be out of spec with ARC covenants.
- 1.1.2 The ARC recommends to all prospective homeowners to consider the following when building a home. Property values carry a premium in this community because of the unique location on the Franklin mountains and

because of the amazing views. Property owners are recommended to create house designs that incorporate the views that the lots are afforded. This helps to maintain property values for all homeowners. It is recommended that the design of the home be such that the rooms with greatest use (generally the kitchen, living room or den, master bedroom) be oriented to the views from the lot.

- 1.1.3 Because of chemical off-gassing if not properly installed and higher flammability, spray foam insulation is not recommended. It is recommended to use insulation with low flammability, fire retardant materials such as mineral wool, fiberglass (batting, fiberglass board or blown in insulation). Spray foam, EPS and XPS should be used in small quantities.

1.2 Requirements

- 1.2.1 Written pre-approval of Plans must be obtained from the Architectural Control Committee ("ARC") before commencing construction. Plan approval will be in writing to the property owner from the ARC.
- 1.2.2 Floor plans and/or elevations for new home construction and/or existing home remodeling must be different from the floor plans and/or elevations for existing homes within the subdivision. The ARC may request the re-work of a house plan if it has the same or substantially the same floor plan or has substantially the same elevations of another home in the community. House plans must have a minimum of 1,635 square feet (though a variance can be asked for if lot constraints or other extenuating circumstances may prevent a larger home). House plans will also be rejected if the design, specs, elevations and/or layout of the plan does not follow ARC guidelines and/or the CCRs covenants, or if these elements are not consistent with the quality of the current homes in the community.
- 1.2.3 The ARC will not give final approval to any plans unless the following are timely provided:
- a complete set of building documents,
 - drainage plan showing all surface water draining to the arroyo (except for properties otherwise indicated in the HOA covenants),
 - complete landscaping plan using approved plants,
 - building elevations,
 - samples of construction materials (stucco/stone finishes, colors, roofing materials, driveway materials/colors, exterior lighting fixtures, wood stains, garage door materials/style,
 - Written approval of plans by the City of El Paso, Texas
- 1.2.4 The builder/homeowner may not commence with construction until a complete plans and specs submittal has been presented to the ARC. Starting

construction without authorization or without providing complete plans and specs will result in a fine, a cease-and-desist order and/or a demand notice for all legal fees incurred by the HOA. (Group C.)

- 1.2.5 No construction materials may be delivered to the property until final construction documents have been approved by the city of El Paso and the ARC has been provided with a copy of this written approval. (Group B).
- 1.2.6 Builders/contractors constructing a spec home must provide copies of these construction rules as well as the HOA CC&Rs and copies of any construction violations/fines assessed by the HOA to any prospective purchasers of the home prior to closing. (Group C.)
- 1.2.7 Homeowners must provide the ARC with the name of the chosen builder prior to beginning construction. If the homeowner changes contractors, the new contractor's name and contact information must be forwarded to the HOA. (Group A.)
- 1.2.8 Approval of plans and specs is not a warranty of fitness or suitability of the plans for structural or engineering or marketability purposes. The homeowner and/or contractor assume all liability for any structural or engineering or sale ability faults of plans or construction. Neither the ARC guidelines, the ARC, the HOA and/or any board members are liable or bear any responsibility for any injury, damages, or loss arising out of the planning, house features, and/or manner or quality of construction of any property within the Sanctuary at Sky Island.

2. General Operations, Parking & Vehicle Access

- 2.1 Weekday construction hours shall be from 6:30 a.m. to 6 p.m. Weekend work hours shall be 7 a.m. to 5 p.m. This includes any deliveries, i.e. dirt, cement, etc. and entry by subcontractors. Under special circumstances and with advanced notice, the HOA may consider allowing construction outside of these time periods. Written permission must be obtained for variance. (Group A.)
- 2.2 Contractors may be given a code, permission by smart phone app or other access to the entry gates. Homeowners are responsible for damages resulting from their contractors' indiscriminate or unauthorized release of gate permissions. (Group B.)
- 2.3 Homeowners are responsible for damage to gates, homeowner property or common area property caused by its contractor, subcontractors or their employees. Damages caused by any contractor may result in fines to the homeowner in addition to repair costs. (Group B.)
- 2.4 Noise should be controlled to a minimum level, in particular, loud music. Music should not be played before 9am. (Group A.)

- 2.5 Construction workers must park their vehicles in approved locations which include the property under development, on adjacent vacant lots (provided they have written authorization from the property owner to do so) and/or in the visitor area parking at the cul-de-sac on Majestic Mountain or in front of other vacant lots on the street provided they do not block flow of traffic. Construction workers may not park in such a way that they block egress into existing homeowners' driveways. Construction workers may also park in the (Group A.)
- 2.6 The speed limit inside the subdivision is 25 mph in the arroyo and 15 mph between the houses. (Group A.)
- 2.7 Construction vehicles must slow and yield to pedestrians walking along Majestic Mountain Drive. (Group A.)
- 2.8 18-wheel trucks, cement trucks, dump trucks and other large delivery trucks can block egress both in and out of the Sanctuary Sky Island as well as into individual homeowners' properties. When these vehicles need to be used during construction, advance notice to the HOA must be given so that homeowners may be made aware. These vehicles may not block traffic. If it is unavoidable for these vehicles to obstruct adjacent homeowner property egress, that homeowner must also be given at least 48 hours advance notice. (Group A.)

3. Construction Debris/Materials

- 3.1 Physical barriers including silt screens and gravel at egress points to the property must be put in place to limit the spread of trash and debris. (Group A.)
- 3.2 Berms must be placed to prevent water erosion and runoff where erosion or runoff may be a problem until final grades, drains or surfaces are placed. (Group A.)
- 3.3 Mud, rock, debris, concrete or other materials that spill out of the property under construction or delivery vehicles must be cleaned daily. Cleanup is ultimately the responsibility of the homeowner. (Group A.)
- 3.4 Construction materials may not be delivered on or dumped on the street. (Group B.)
- 3.5 Construction materials may only be delivered on adjacent vacant lots with the express written consent of the property owner. The written consent must be shared with the HOA. (Group A.)
- 3.6 Dumping, burying or burning trash is prohibited. (Group C.)
- 3.7 All construction trash must be placed in dumpsters. Dumpsters shall be covered in anticipation of windy days and shall be emptied before the level of trash exceeds the height of the dumpster. (Group A.)

- 4.3 Any damage to natural area vegetation must be repaired within 60 days. (Group B.)
- 4.4 Home construction should include a minimum of ½” exterior structural sheathing, either OSB or plywood or higher-grade materials. Fiberglass, cardboard, particle board and foam board are not acceptable exterior structural sheathing materials. (Group B.)
- 4.5 Members of the ARC must be granted access to ensure that the home is not being built in violation of the CCRs and/or any of the HOA’s enabling documents. (Group C.)
- 4.6 Any deviations from plans and specifications must be explained to the ARC in writing. The ARC/HOA may request re-work, impose fines or file for a cease and desist on construction if the construction significantly deviates from specified plans or falls out of spec with the ARC. (Group C.)
- 4.7 All major changes to the approved plan must be presented to the ARC for renewed approval. (Group B.)
- 4.8 Excavated earth or excess fill which is not intended as backfill or fill material will be hauled off within 2 weeks of being generated. (Group B.)
- 4.9 Any digging such as for services connections that results in road damage or road excavation must be promptly repaired and restored to its pre-existing state within 30 days of the initial digging. (Group B.)
- 4.10 Contractor and subcontractors may not use the earth, rocks, plants, topsoil or other materials on adjacent lots without express written permission of the owner(s) of said lot(s). (Group B.)
- 4.11 No temporary structure of any kind shall be erected or placed on any vacant lot. (Group C.)
- 4.12 Any property damage to adjacent homeowners must be promptly repaired. The homeowner sustaining property damage may at their sole discretion repair the damaged property and submit the invoice to the builder/property owner for immediate reimbursement. Repeated damage to adjacent homeowner property may result in additional fines. (Group C.)
- 4.13 Construction signage is to be no larger than 4’ x 4’ while under construction and will be removed promptly upon completion of the house whether or not it is occupied. (Group A.)

5. Violations

- 5.1 Any violation of the above required rules may result in warnings, levied fines, imposition of a cease-and-desist order for continuing construction, imposition of liens on the property as well as demand notices for legal expenses incurred by the homeowners' association.
- 5.2 Where possible the HOA will provide notice to the contractor or homeowner of any observed violations. This may serve as an initial notice for violations that have a stated time window for curing the violation as noted above. In the event of non-curable violations, the HOA reserves the right to immediately impose fines. The amount of fine for specified violations is listed below. For all such violations regardless of group type, a second offense will be at 150% of the first offense and a third offense at 200% of the first offense.
- Group A offense-\$100
 - Group B offense \$500
 - Group C offense \$2,000

The above fines will be adjusted based on the annual federal cost-of-living increases. The baseline year will be 2022. The increases will be rounded up to the nearest \$25 increment.

- 5.3 After receiving notice of an imposed fine, the homeowner has one week to cure the problem and respond to the fine by either paying the fine or requesting a hearing to explain any extenuating circumstances for the violation to have occurred. If the contractor or homeowner fails to cure the problem and respond or pay the fine within one week, the second fine for the offense will be imposed. If the contractor or homeowner fails to respond to the second fine, then the third fine for the offense will be imposed.
- 5.4 If the contractor/homeowner does not cure the problem by the third fine and also pay the third fine, the homeowners' association, at its election may choose to increase the level of group offense to either Group B or Group C and continue with additional imposition of fines or move forward with placing a cease-and-desist order on construction or may impose liens against the property.
- 5.5 Severability: If any of the above conditions, rules or regulations should be deemed unenforceable by any legal proceeding, then that condition, rule or regulation will be severed from this document. However, the remainder of the document will remain enforceable.

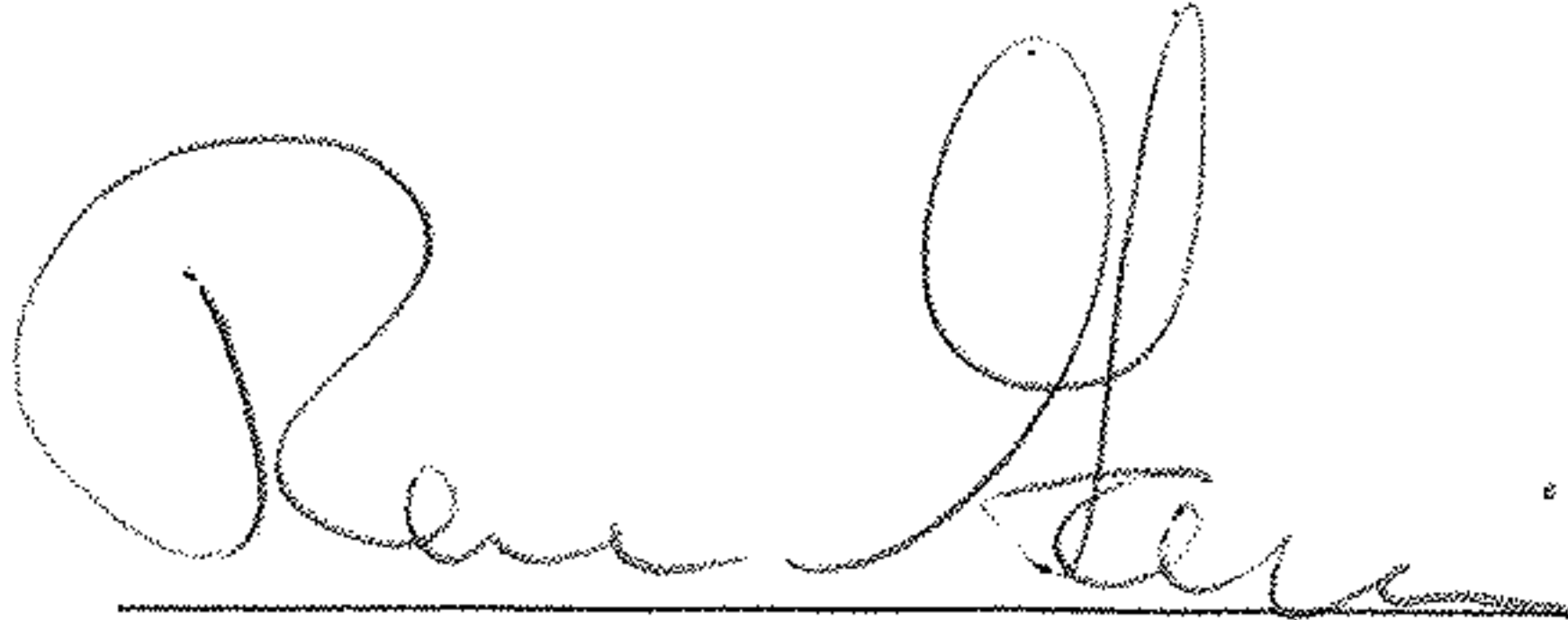
These rules and associated penalties and fines have been finalized and approved on the 7 day of September, 2023 by the Board of Directors of the Sky Island Homeowners Association, Inc. and will be filed with the El Paso County Real Estate Records Department for immediate implementation.

Instructions: at the time of providing initial plans and before receiving final approval from the ARC for construction plans, the property owner will sign a copy of this form and submit it to Dana properties to maintain on file.


My name is _____ and I am the property owner of the lot located at _____ Majestic Mountain Drive. I have read and understand the rules of construction for the sanctuary at sky Island dated November 15th, 2022. I understand that I'm obligated to ensure that my builder adheres to these rules. I understand that I will be personally liable for any violations incurred.

Signature property owner

Date

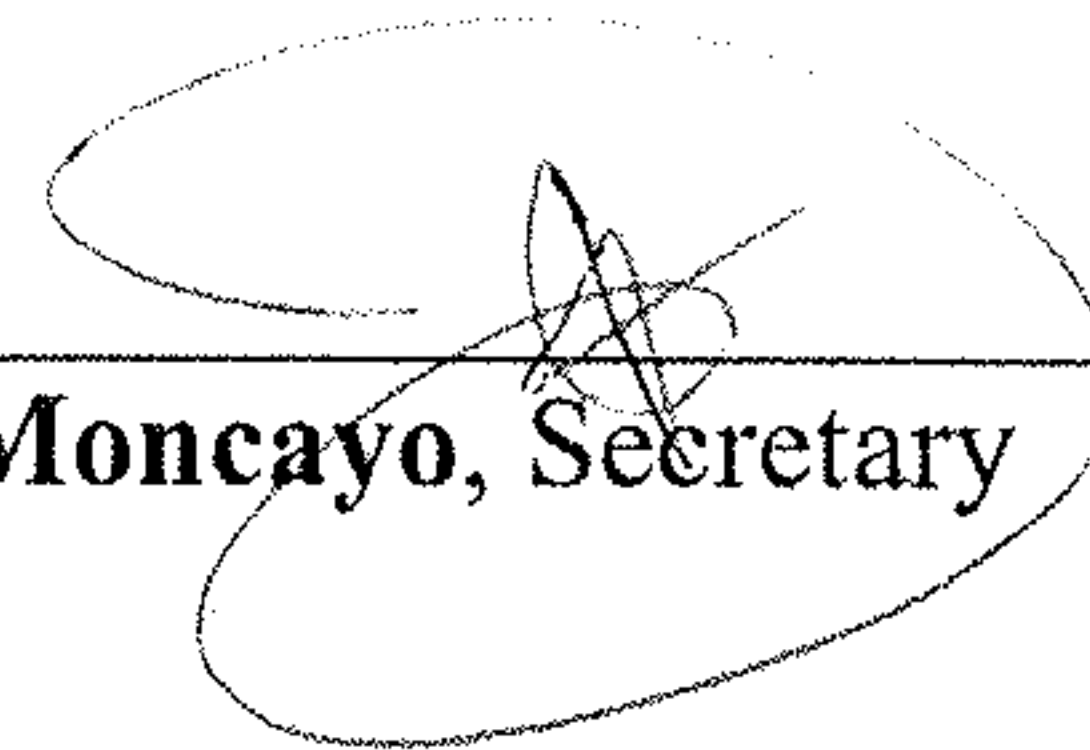


Rene Garcia, President



Marcus Soto, Vice President

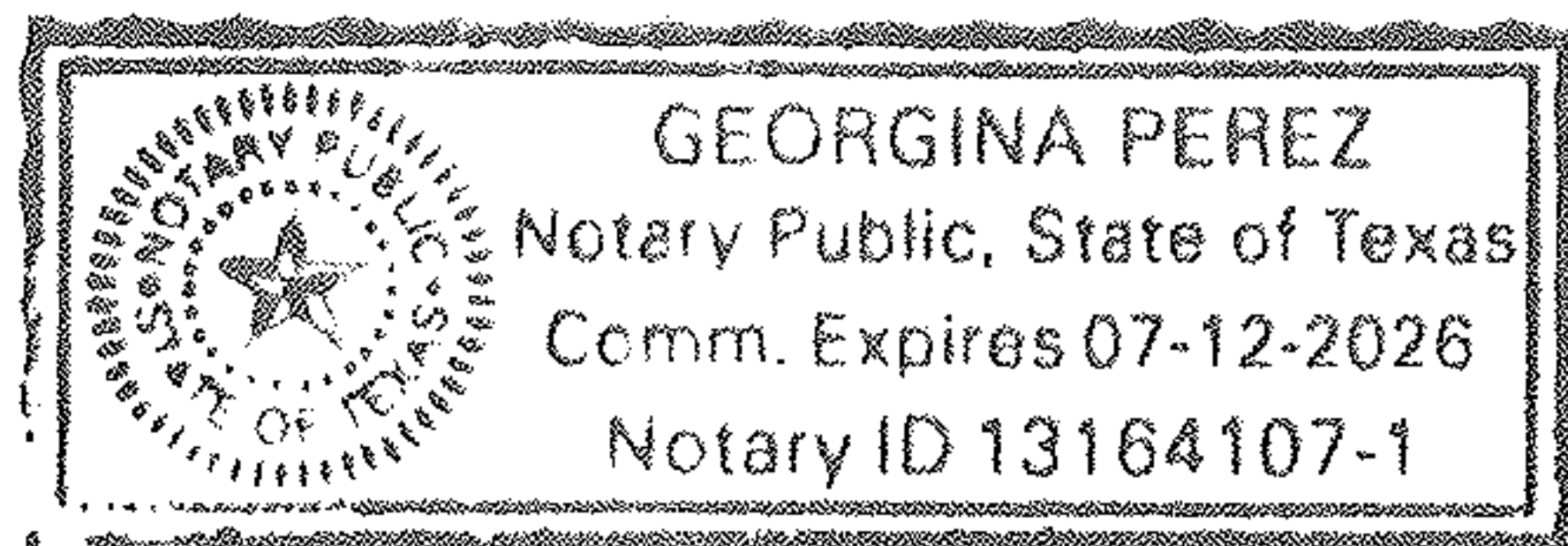
_____, Treasurer

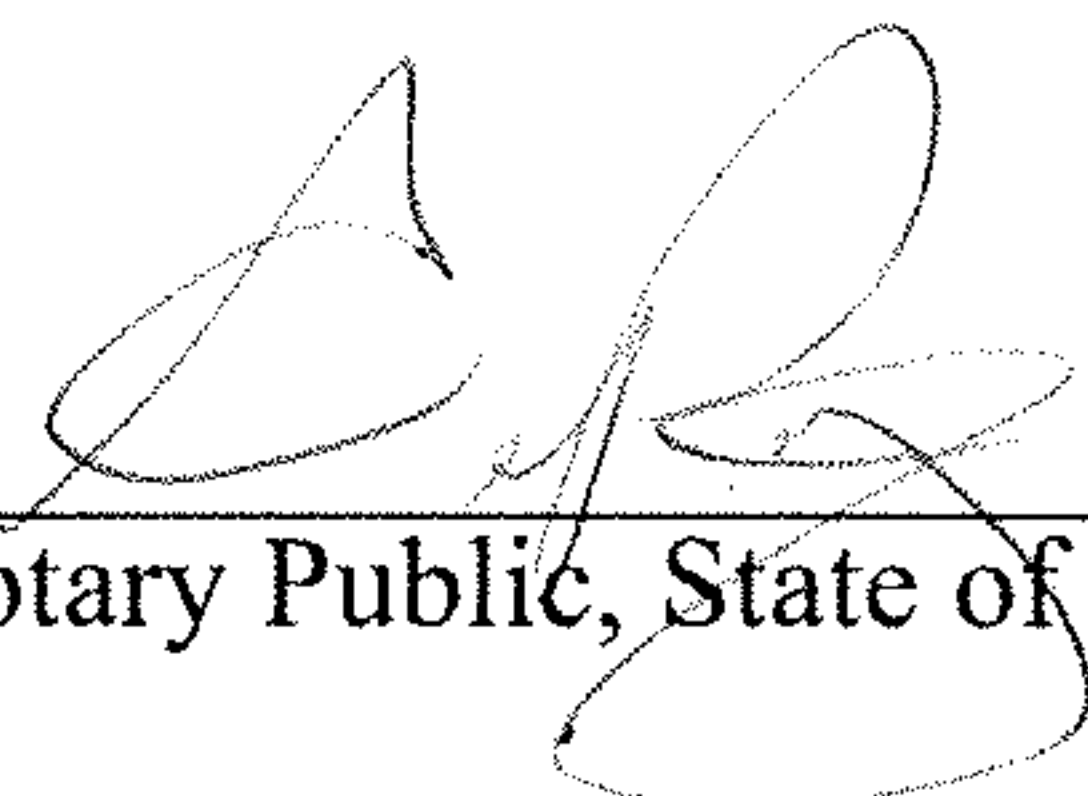


Jarrod Moncayo, Secretary

STATE OF TEXAS §
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COUNTY OF EL PASO §

This instrument was acknowledged before me on this 21st day of August, 2023 by **Rene Garcia**, President of the Sanctuary at Sky Island Homeowners Association, Inc., on behalf of the association.

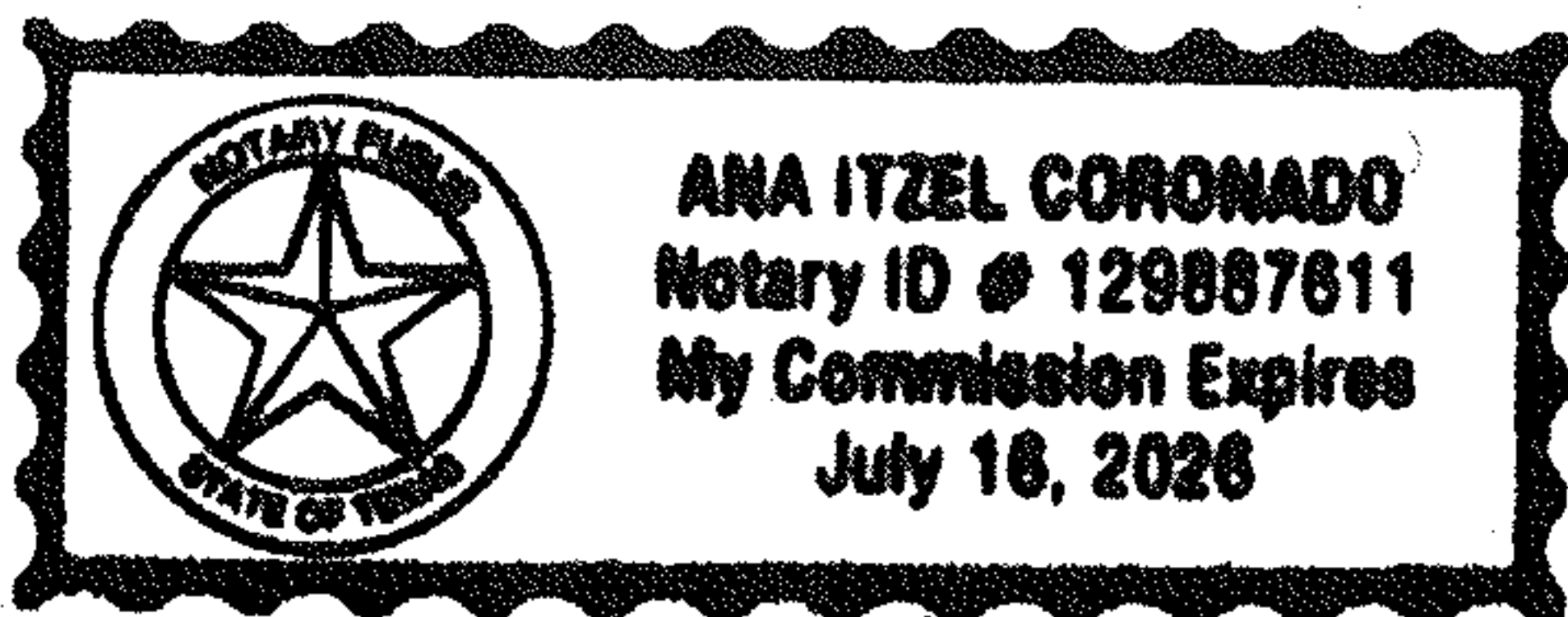





Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF EL PASO §

This instrument was acknowledged before me on this 25th day of September, 2023 by **Marcus Soto**, Vice President of the Sanctuary at Sky Island Homeowners Association, Inc., on behalf of the association.

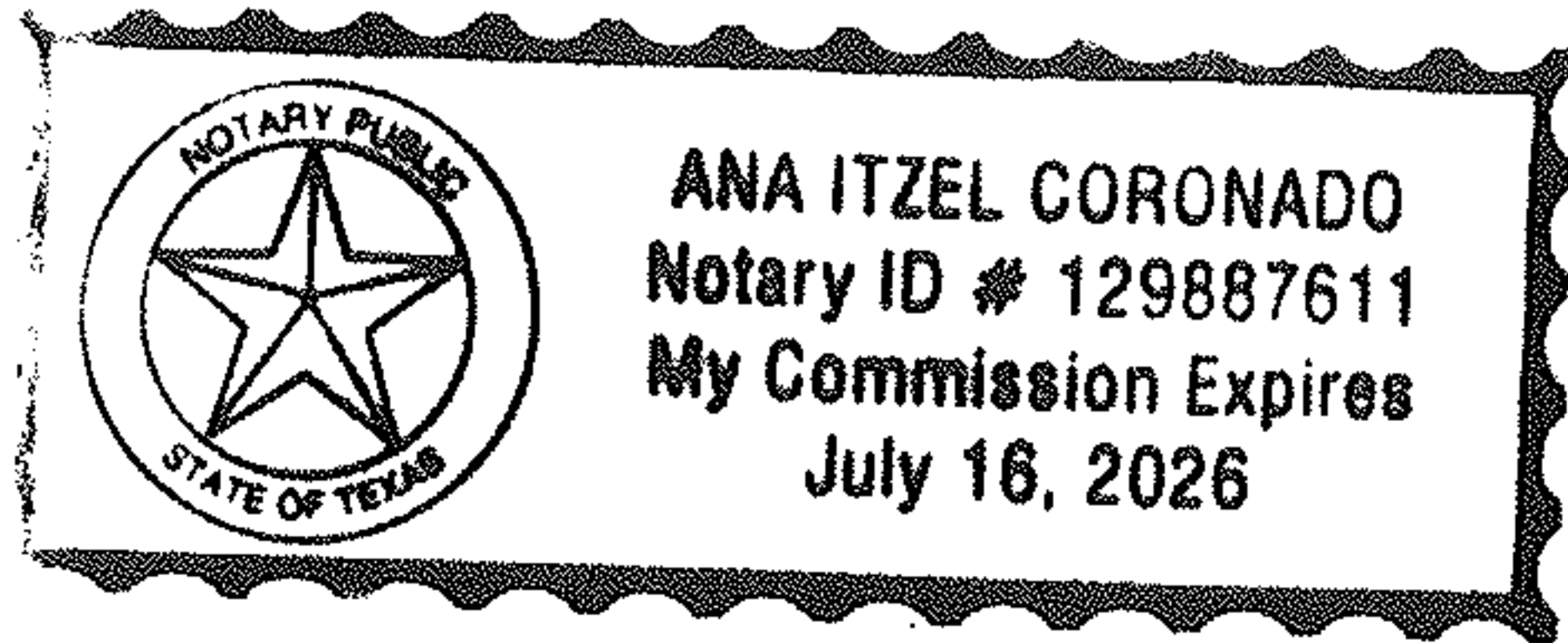




Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF EL PASO §

This instrument was acknowledged before me on this 25th day of September, 2023 by _____, Treasurer of the Sanctuary at Sky Island Homeowners Association, Inc., on behalf of the association.

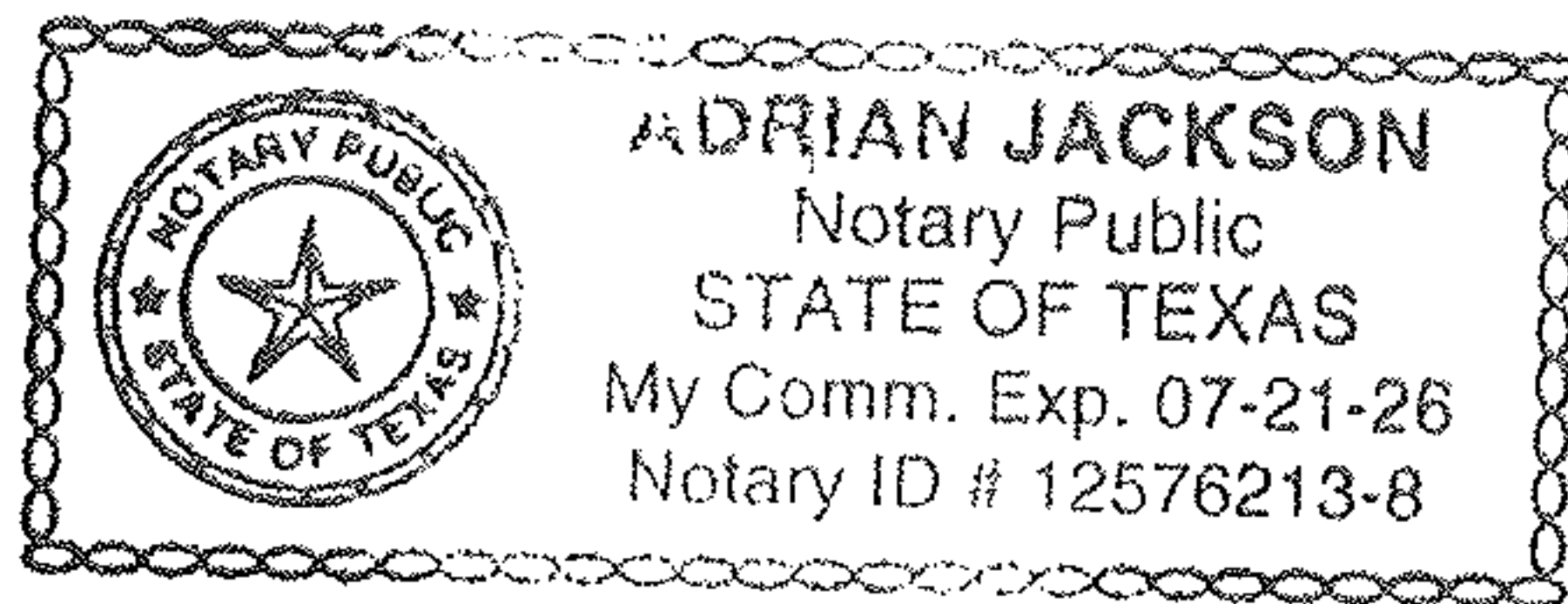


Ana Coronado

Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF EL PASO §

This instrument was acknowledged before me on this 7th day of September, 2023 by **Jarrold Moncayo**, Secretary of the Sanctuary at Sky Island Homeowners Association, Inc., on behalf of the association.



[Signature]

Notary Public, State of Texas

Doc # 20230085473
#Pages 9 #NFPages 1
11/21/2023 02:36 PM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$58.00

eRecorded

I hereby certify that this instrument was filed on the date and time stamped
heron by me and was duly recorded by document number in the Official
Public Records of real Property in El Paso County.



Delia Briones

EL PASO COUNTY, TEXAS