

**RULES AND REGULATIONS
OF THE
EMERALD VALLEY PROPERTY OWNERS ASSOCIATION
EMERALD VALLEY ESTATES SUBDIVISION**

These Rules and Regulations are in addition to the Certificate of Formation, Bylaws, and Declaration of Covenants, Conditions, and Restrictions, Easements, Charges and Liens on and for Emerald Valley Estates (CC&R), which constitute the governing documents. Violations of these Rules are subject to the enforcement regulations under the governing documents.

These Rules and Regulations do not supersede or change the Certificate of Formation, Bylaws or CC&R in any manner. They do have the same status of law and enforceability.

Wherever the word “owner” or “homeowner” appears, if used in this document, it will include any and all tenants and/or occupants. All rules and regulations herein will apply to all tenants and/or occupants.

Owners shall be responsible for tenants/occupant’s actions or misconduct and adherence to the Rules and Regulations of the Association. Each Homeowner shall be responsible for providing tenants with a current copy of the Association Rules and Regulations.

The monthly maintenance assessments by the Association on common property will depend, in large measure, on the care and consideration exercised by each and every Homeowner and their guests. If the maintenance costs are high and the current budget is not sufficient to meet these costs, each Homeowner’s assessment will have to be increased accordingly.

Do not take your complaints directly to the Board Members. No Board Member may make a unilateral decision regarding any matter which has not been decided by a quorum of the Board Members.

All of the rules and regulations herein may be changed or added to at any time by the Association. Any consents granted hereunder may be revoked for due cause.

1. Street Parking

1.1 No street parking over 48 hours is allowed without prior written approval from the Board of Directors. If street parking over 48 hours is needed, an email request must be sent to the property management company for board review and approval. The Board of Directors will respond within 48 hours via e-mail. If prior approval is not received, and at the discretion of the Board of Directors, vehicles will be towed without notice at owner’s expense.

1.2 Habitually parking in front of or on the side of someone else’s property is not allowed. A homeowner or their guest will be given one written warning about the habitual parking via parking notice left on windshield and a letter in the mail. If the habitual parking continues, vehicles will be towed without notice at owner’s expense.

2. Trash Cans

2.1 Trash containers should not be stored in the front of the property and owners should make an effort to conceal the containers.

2.2 Trash cans must be put up within 12 hours after trash pick-up.

3. Bars on Windows

3.1 Security Bars over windows are not allowed.

3.2 Any cosmetic modifications to the exterior of windows need to get Architectural Review Committee ("ARC") approval. Homeowners may be subject to paying for removal of cosmetic changes not approved by the ARC.

4. Speeding

4.1 Speed limit is 20mph inside the subdivision. If complaints are received regarding a resident or guests posing a safety risk due to speeding, a written notice will be sent to residence requesting compliance of this rule.

5. Drones

5.1 Drones are not allowed to be flown into other properties. If Board of Directors receive complaints that drones are flown into their property without permission, the Board's first attempt will be to notify the resident of compliance of this rule for any subsequent complaints, the Board of Directors will file a formal complaint on behalf of the homeowner with the local police department for trespassing and invasion of privacy. This will apply to residents and their guests.

6. Rock Walls

6.1 All outside perimeter rock walls and walls adjacent to street are to remain the same height for uniformity.

6.2 As of the date of this document, any rocks walls not in compliant of this rule will be grandfathered. Those homeowners will be notified in writing for their records. From this date forward, any other rock walls that are modified without written approval by the ARC, may be subject to removal at owner's expense.

7. Fences

7.1 No chain link fence of any kind is allowed. Violators will be asked to remove the chain link fence at their own expense.

8. Exterior Painting and Remodeling

8.1 No exterior painting or exterior remodeling is allowed without the written approval of the ARC. Any painting or remodeling not approved by the ARC may be subject

to removal or correction at the owner's expense. Please refer to Article VIII section 2 and 3 of the CC&R.

8.2 Exterior remodeling will follow the new construction hours of operation. Any violators will be subject to construction fines.

9. Damaging Property

9.1 Anyone caught damaging vehicle gates, pedestrian gate, and/or other property (to include landscaping, plants, lights, irrigation system, gate system, security system, etc.) are subject to inspection fees, repair costs and/or replacement costs. This includes residents, visitors and contractors. Residents will be responsible for their visitors.

9.2 Homeowners are responsible for any common area damage caused by them or a member of their household, their tenants, their guests, or pets.

10. Traffic Control

10.1 For safety reasons and traffic control, vehicular gates have an entrance and an exit. Residents, contractors and guests are not to enter the community through the exit gate. Any violators caught will be notified and may be subject to a fine. Residents will be responsible for their guests.

11. Rentals

11.1 Any Homeowner choosing to rent his home must notify the Board of Directors or management company within 10 days of the name(s) of the tenants, a description of their vehicle(s), and their phone number.

11.2 Homeowners shall provide new occupants with a copy of Association Rules & Regulations.

12. Pets

12.1 Dogs must be kept on a leash or confined within the Homeowner's property. If any pets become a general nuisance, restrictive action will be taken. All animals shall be the exclusive responsibility of the Homeowner of the home. The Homeowner is responsible for cleanup of animal's waste products immediately. Dog Homeowners are required to curb their pets. In case of an accident, dog excrements must be removed with scoops from sidewalks, driveways and green areas. Damage to shrubbery, etc., by animals will be at the expense of the Homeowner. Control should be exercised over the noise made by pets.

12.2 No animals of any kind shall be raised, bred or kept in any home, or in the common areas or the association property, except that dogs, cats or other household pets may be kept in homes provided that no animal shall be kept for breeding or maintained for

any commercial purpose and provided the number of dogs or cats shall not exceed three (3) in number at any given time.

13. Disposal of Toxic Waste

13.1 No Homeowner or occupant shall dispose of any toxic material on the complex in a manner which is inconsistent with local and federal law. The Board of Directors shall be empowered to levy a severe fine against the Homeowner of the home whose occupants have been observed illegally disposing of any toxic material. Toxic materials include, but are not limited to, oil, antifreeze, solvents, gasoline, paint etc.

14. Occupants – Nonowners

14.1 The Homeowner shall be responsible for keeping the management company informed of any change in occupancy. Homeowners shall provide the management company with the names of all authorized occupants, their telephone number and the license number, make and color of authorized vehicles.

15. Prohibited Operations and Nuisances

15.1 No Homeowner of any lot located in the Property shall use or permit the use of its property or any portion thereof: (i) for the conduct of any offensive, noxious, noisy or dangerous activity, (ii) for the maintenance of any nuisance or the conduct of any activity which violates public policy, (iii) in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction over the Property or any portion thereof, (iv) for any other unreasonable use of either any part of the property not compatible with the operation of a residential community.

16. No Attachments

16.1 No Homeowner shall install, attach, hang or allow to be installed, attached or hung any equipment or wiring, clothing or clotheslines in or across any portion of the Lot or the Common Areas except as approved by the Association. Nothing shall protrude from any fence, wall, patio wall or from any, floor, ceiling, window or door, except as approved by the Association.

17. Signs

17.1 A Homeowner who is marketing his lot and/or residential home for sale or lease may place one professionally made traditional yard sign of not more than eight (8) square feet advertising the lot or home for sale or lease. No other sign or object may be erected, placed or permitted to remain on the property or be visible from the windows of any surrounding dwellings without the Board's prior written approval. The Board may specify the location of any other signs or may object to a particular sign being utilized by a Homeowner. The Homeowner may, during an election period place no more than two (2) signs on his lot advertising a candidate of his choice provided the signs are not in excess of ten (10) square feet combined. However, upon

the election being over the Homeowner shall remove the election signs within five (5) days from the date of the election.

18. Miscellaneous

18.1 It is each Homeowner's sole responsibility to inform their tenants of all Rules and Regulations. The Homeowner is also responsible for any and all damage caused by their tenants.

18.2 Anyone wishing to report an alleged violation of the Rules and Regulations or CC&Rs may do so by contacting DANA Properties. Violations should be reported in writing. The identity of the person reporting the violation will not be disclosed to the Homeowner involved.

19. Penalties and Fines for Violations of Paragraphs 1-18

19.1 1st offense: 20-day warning letter

19.2 2nd offense: 10-day warning letter; possible fine

19.3 3rd offense: Minimum fine of \$50 per month

19.4 4th and more: Enforcement in Accordance with the determination of the Board of Directors

19.5 The list above is not intended to be all-inclusive. Additions may be made as required. Fines etc. may vary and may increase depending upon the circumstances. Fines etc. may be at the discretion of the Board of Directors; the amounts shall be predicated upon the severity of the violation and may include legal action. A clerical fee may also be assessed in addition to the fine for processing the violation notice.

19.6 All legal fees or costs incurred by the Association to enforce violations or collect fines will be the responsibility of the homeowner.

19.7 Failure to pay the fines in the time as set forth herein may result in the filing of appropriate legal action.

20. New Construction- rules indicated below apply to builders and property owners. While it is understood that subcontractors may be independent, they are paid and do the work for the builder and property owners. The builder/property owner is responsible for any and all actions of the subcontractors. Ultimately the owner is responsible for builder's actions. Non adherence to these regulations may be subject to ceasing construction and fines.

20.1 As per the city of El Paso's requirements, no construction or material delivery should be done on lot until city has issued a building permit for that property.

20.2 Builder is responsible for keeping construction site free of garbage on a daily basis and streets scraped clear of any mud accumulation during construction. No storage of any excavation of soil on streets is allowed. Construction trash should be confined, maintained on property, and not permitted to overflow or be blown to other properties. If it is blown to other homes, builder is responsible for cleanup. No dumping of any kind, including cement truck cleanup, is allowed on any other empty lots, and builder will be responsible for cleanup of such dumping. Violators will be responsible for clean-up of any reports indicated above within 48-hours after notice. If clean-up is not done after 48-hours, violators will be responsible for reimbursing the association for any cleanup costs incurred and are subject to fines.

20.3 Portable bathrooms should always be located on property (not street) and be tied down to avoid being tipped over by wind.

20.4 Noise should be controlled to a minimum level, in particular, loud music. Music should not be played before 9am.

20.5 Construction hours and days: Monday-Friday 7:00am – 6:00pm. This includes any deliveries, i.e. dirt, cement, etc. and entry by subcontractors before 7 a.m. No construction on any Federal Holiday. Violators are subject to notice and fines for each documented incident.

20.6 Completion of new construction must occur within twelve (12) months of beginning of build.

20.7 Any builder during "initial" construction is allowed one professional sign which should be placed only on property not street. Sign should be removed upon completion of house whether or not it is occupied.

20.8 No temporary structure of any kind shall be erected or placed on the lot.

20.9 Proposed landscaping plans should be submitted to the ARC for approval before the beginning of the actual project (this includes pool building and backyard landscaping). The plans should include the existing structures, patios, driveways, walkways, and show proposed irrigation systems, vegetation and ground cover, fences, walls and lighting. Original drainage and ponding approved by the city of El Paso during final inspection and according to Exhibit "B" of the CC&Rs must remain intact during the landscaping. The project should also follow the 50% ground coverage requirements as outlined in the CC&Rs and must show the ground

coverage percentage in the proposed plans. Plans are not reviewed for engineering or structural design, nor does committee assume liability or responsibility. The ARC will have 15 days not to exceed 20 business days to review landscaping plans. If changes or additional information is required, once resubmitted the ARC will have 5 business days to review the resubmission. If the ARC fails to approve or disapprove such plans within 20 days after the actual date in which the submission is received, approval of the matters submitted shall be presumed, provided however, that the failure of the ARC to approve or disapprove such plans and specifications within such twenty (20) day period shall not operate to permit any structure to be commenced, erected, placed, constructed, reconstructed or maintained on any Lot in the Subdivision in a manner inconsistent with any provision of these rules or the CC&R Front landscaping should be completed within 90 days after the issuance of the certificate of occupancy. Notice of this requirement is builder's responsibility to provide to new homeowner. Acknowledgement of the requirement must be signed by new homeowner and a copy forwarded to Emerald Valley Estates property management company for records.

20.10 Gates remain closed on a daily basis and it is the builder's responsibility to manage the use of their assigned code by its contractors. Codes are monitored on a consistent basis and violations will determine possible cancellation of this code. As indicated in Emerald Valley Estates Rules and Regulations Rule 10.1, for safety reasons and traffic control, vehicular gates have an entrance and an exit. Builders are responsible to provide their contractors with a code to enter the community. Builder's will be notified of any of their contractors caught entering the community through the exit gate and may be subject to a fine.

20.11 As indicated in Emerald Valley Estates Rules and Regulations Rule 9.1, anyone caught damaging vehicle gates, pedestrian gate, and/or other property (to include landscaping, plants, lights, irrigation system, gate system, security system, etc.) are subject to inspection fees, repair costs and/or replacement costs. This includes builders and their contractors.

21. Penalties and Fines for Violations of Paragraph 20

21.1 1st offense: 10-day warning letter

21.2 2nd offense: Minimum fine of \$250

21.3 3rd offense: Minimum fine of \$500

21.4 4th and more: Minimum fine of \$1000

21.5 The list above is not intended to be all-inclusive. Additions may be made as required. Fines etc. may vary and may increase depending upon the circumstances. Fines etc. may be at the discretion of the Board of Directors; the amounts shall be predicated upon the severity of the violation and may include legal action. A clerical fee may also be assessed in addition to the fine for processing the violation notice.

21.6 All legal fees or costs incurred by the Association to enforce violations or collect fines will be the responsibility of the homeowner.

21.7 Failure to pay the fines in the time as set forth herein may result in the filing of appropriate legal action.

The regulations herein stated are subject to additions, modifications and amendments by the Association's Board of Directors, and any consent or approval given or required under these rules and regulations may be added to, amended, or replaced at any time by a resolution of the Board of Directors.

FAILURE TO COMPLY WITH THE RULES IN THIS SECTION, THE CC&RS, OR ANY OTHER GOVERNING DOCUMENT OF THE EMERALD VALLEY ESTATES PROPERTY HOMEOWNERS ASSOCIATION WILL SUBJECT THE HOMEOWNER TO A FINE OF AT LEAST \$50.00 FOR EACH MONTH OF NON-COMPLIANCE

These rules and regulations, penalties and fines, have been finalized and approved on the 30th day of August, 2016 by the Emerald Valley Estates Board of Directors.


Bianca Armes, President

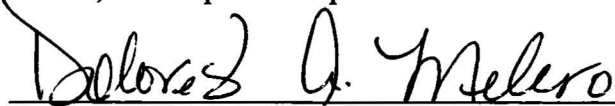

Erica S. Martinez, Vice President


Alyssa A. Molina-Gonzales, Treasurer


Martha Ortiz, Secretary

STATE OF TEXAS §
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COUNTY OF EL PASO §

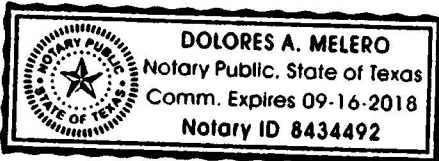
This instrument was acknowledged before me on the 30th day of August, 2016 by Bianca Armes, President of the Board of Directors of Emerald Valley Estates Property Homeowners Association, a non-profit corporation on behalf of said corporation.


Dolores A. Melero
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF EL PASO §

This instrument was acknowledged before me on the 1st day of September, 2016 by Erica S. Martinez, Vice President of the Board of Directors of Emerald Valley Estates Property Homeowners Association, a non-profit corporation on behalf of said corporation.

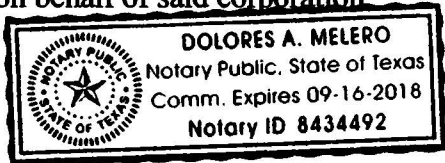


Dolores A. Melero
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF EL PASO §

This instrument was acknowledged before me on the 1st day of September, 2016 by Alyssa A. Molina-Gonzales, Treasurer of the Board of Directors of Emerald Valley Estates Property Homeowners Association, a non-profit corporation on behalf of said corporation.

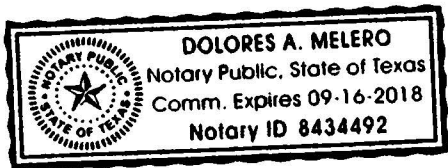


Dolores A. Melero
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF EL PASO §

This instrument was acknowledged before me on the 1st day of September, 2016 by Martha Ortiz, Secretary of the Board of Directors of Emerald Valley Estates Property Homeowners Association, a non-profit corporation on behalf of said corporation.



Dolores A. Melero
Notary Public, State of Texas

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Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$58.00

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



EL PASO COUNTY, TEXAS

Delia Briones