

**FIRST AMENDED RULES AND REGULATIONS
OF THE
ALTA VALLE DEL SOL ESTATES PROPERTY HOMEOWNERS ASSOCIATION
ALTA VALLE DEL SOL ESTATES SUBDIVISION**

These First Amended Rules and Regulations supersede the Rules and Regulations implemented on _____, 2016 but do not supersede or change the Bylaws or Covenants, Conditions, Restrictions and Easements for Alta Valle del Sol Estates ("CC&Rs") in any manner. They do have the same status of law and enforceability.

Wherever the word "owner" 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 Homeowners 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.

**I. ENFORCEMENT OF RULES AND REGULATIONS
II.**

In order to enforce the Covenants, Conditions, Restrictions and Easements for Alta Valle del Sol Estates ("CC&Rs), the Certificate of Formation and Rules and Regulations, the Board of Directors may levy, assess, and collect reasonable fines and costs as established by the Board of Directors. The fines will be assessed against the Homeowner for violations by the Homeowner, members of his or her family, invitees, licensee, tenants or lessees of such Homeowners. (Whenever the word "Owner" or "Homeowner" is used in this document, the word "tenant" shall also apply.)

II. STANDARD FINES TO BE LEVIED IN THE CASE OF VIOLATIONS

1. SCHEDULE OF NOTICES AND FINES

A. First Offense: 20-day warning Letter to Homeowner

B. Second Offense: 10-day warning Letter to Homeowner, Possible Fine

C. Third Offense: Minimum fine of \$50 per month.

D. Reoccurring Offenses: Enforcement in Accordance with the determination of the Board of Directors.

2. 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.
3. All legal fees or costs incurred by the Association to enforce violations or collect fines will be the responsibility of the homeowner.
4. Failure to pay the fines in the time as set forth herein may result in the filing of appropriate legal action.

III. PROTECTION OF COMMON AREA

1. Homeowners are responsible for any common area damage caused by them, or a member of their household, their tenants, their guests, or pets.
2. Articles of clothing, linens, towels, or bathing suits are not to be hung on patio fences, gates, landings, balconies or from windows.
3. Driveways shall be properly maintained, and free of oil and grease
4. All Homeowners must promptly repair and maintain their home to the extent it affects any other home. All external installations such as doors, windows, water, power, sewage, and gas are to be maintained at Homeowner expense and with the approval of the Homeowners Board of Directors.
5. It is prohibited to discard any item onto the common area. This regulation shall include all discards over the back or front fences or discarded out any window.
6. No Homeowner may modify or add to the exterior of their home without prior approval of the architectural committee and Board of Directors and shall be in compliance with city code.
7. No Homeowner is permitted to paint, repair, maintain, alter, or modify any railing or any installation of the common area.
8. Business usage of any home is strictly limited to phone activity only.

9. Garage sales are limited to one (1) per year unless otherwise authorized by Board of Directors.
10. No repair work, dismantling, or assembling of motor vehicles or any other machinery or equipment shall be done or permitted on any street, driveway or on any part of the Common Facilities.
11. Under no circumstances or conditions shall any automobile or other vehicle be parked on a non-paved portion of any Lot.
12. Inoperable vehicles, building materials, broken or discarded furniture, broken or discarded equipment and other similar personal property shall not be stored or permitted to remain on any Lot in such manner as to be visible from the street or adjacent Lot.

IV. MAINTENANCE OF PROPERTY

1. Each Homeowner of a Lot shall be responsible for maintenance of his Lot and improvements thereto including the equipment and fixtures therein, the interior and exterior walls, the ceiling and roof, the windows-and doors thereof, in a first class, clean, sanitary, workable and attractive condition. All windows, sliding doors etc. shall be properly covered with appropriate window dressing. Sheets, blankets, boards or other such items shall be specifically prohibited. Window dressing shall be of a reasonable quality and shall compliment the property. Curtains, drapes blinds etc., are recommended. Each Homeowner shall also be responsible for the repair, replacement, and cleaning of the windows and glass of his Lot both exterior and interior.
2. The association is held entirely harmless for all past and future Lot and Improvement maintenance responsibilities.

V. RENTALS

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

VI. PETS

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 clean up 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.

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 two (2) in number at any given time.

VII. NOISE

1. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises and in using, playing or permitting to be used or played musical instruments, radios, phonographs, televisions, amplifiers and any other instruments or devices in such manners as may unreasonably disturb Homeowners, tenants or occupants of other homes.
2. Homeowners are urged to exercise restraint in using noise - making tools and appliances during late night hours or before 8AM on weekdays and 9:00 A.M. on weekends.
3. Barking dogs shall be controlled by the animal's Homeowner. Complaints received by the Board of Directors regarding a barking dog could result in removal of the dog at Homeowners' expense.
4. All noise must be kept to a minimum throughout the complex.

VIII. DISPOSAL OF TOXIC WASTE

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.

IX. OCCUPANTS – NONOWNERS

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.

X. ARCHITECTURAL RULES

1. All alterations, modifications or additions to the exterior of your home must have the approval of the Board of Directors.

2. Permission to make any exterior modifications must be requested in writing; drawings, sketches and specifications must be attached in triplicate. and submitted to the Board of Directors in writing for approval.

XI. PROHIBITED OPERATIONS AND NUISANCES

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, (ii) 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 party of the property not compatible with the operation of a residential community.

XII. NO ATTACHMENTS

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.

XIII. SIGNS

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 Boards 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.

XIV. MISCELLANEOUS

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.
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.

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 ALTA VALLE DEL SOL ESTATES PROPERTY HOMEOWNERS ASSOCIATION WILL SUBJECT THE HOMEOWNER TO A FINE OF AT LEAST \$50.00 FOR EACH MONTH OF NON-COMPLIANCE

The aforementioned First Amended Rules and Regulations are adopted by resolution of the Directors on February 28, 2017.

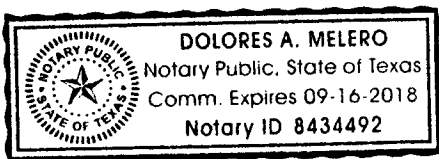
**ALTA VALLE DEL SOL ESTATES
PROPERTY HOMEOWNERS ASSOCIATION**

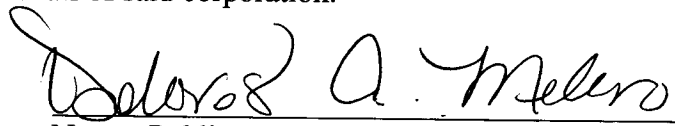
By: DANA Properties, Inc. its manager agent


RICHARD OWEN, Association Manager

STATE OF TEXAS §
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COUNTY OF EL PASO §

This instrument was acknowledged before me on the 28th day of February, 2017 by Richard Owen, Association Manager of Alta Valle Del Sol Estates Property Homeowners Association, a non-profit corporation on behalf of said corporation.




Notary Public, State of Texas

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#Pages 6 #NFPages 1
3/7/2017 4:42:06 PM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$46.00

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