

2.20.19

CC&R Amendments proposed by Board of Director as allowed in CC&R

Article II

Membership

Section 4. Responsibility of the Association Members. The Association Member shall be responsible to adhere to the rules voted on by the Association. The Members shall be responsible to be current on the Association Dues, fines, and/or Assessment(s) in order to have voting privileges in any Association election. The 2008 \$250 Assessment and 2009 annual Dues increases above \$600 remain due and payable and considered in determining all future 'current in Dues' status. Should the Association be required to take any legal action against any member for any reason, said Association Member will be responsible to pay any and all legal fees incurred by the Association. Each Association Member will be responsible to abide by these Association CC&R's. **From time to time, the BOD may be required to enact new guidelines. The Members will be notified of the added rules and will vote on the permanent changes at the corresponding annual Assembly (membership) meeting. (Section amended per 2011 annual meeting.) Individual owners submitting items for the annual Assembly (membership) meeting must have the endorsement of twenty (20) members current in dues and assessments. Endorsements may be by petition or email. (Amended per 2014 annual meeting).**

Recommended CC&R Amendments:

Note: Proposed changes are represented by red text and/or strikeouts (where needed.)

Proposed Amendment #1

Article I

Definition of Terms*

"Lot" shall mean and refer to each subdivided tract of land shown on the Project and/or Subdivision plan except for the private roads, the common areas, the utility easements, reserves, government donations, and commercial property.

"Unimproved Lot" shall mean and refer to a Lot that is in its natural state and has not been improved or constructed upon. "Improved Lot" shall mean and refer to a Lot that has a permanent or semi-permanent structure thereon, included but not limited to, palapas, fences, walls, electric service, septic systems, structural slabs, dwellings, or any kind of construction.

Proposed Amendment #2

Article III

Membership and Voting Rights

Section 4. Board of Directors (BOD).

The Board of Directors, "BOD", will be the administrative body of the Association and shall be ruled by the provisions of Chapter X and other relevant provisions contained in the By-Laws. Eligibility for Board. Each member of the Board of Directors shall be a current Lot Owner. Board of Directors must be current in his or her dues and/or assessments. Any Board Member, which is no longer a Lot Owner or becomes more than 60 days delinquent in dues and/or assessments, must resign immediately from the BOD. If the replaced Director is an officer of the BOD, a new vote for that position shall be made at the next meeting of the BOD. No Member shall receive any payment for serving on the BOD except for reimbursement of reasonable out of pocket expenses as duly documented and approved. ~~BOD members~~

should be able to attend the scheduled meeting in San Felipe. To be a member of the BOD, the elected member shall physically attend at least 50% of the scheduled BOD meetings. Scheduled meetings will be held between July and April, dates and times to be determined by the BOD.

Proposed Amendment #3

Article V

Owner's Rights

Section 2. Owners' Rights of Enjoyment

(e) The right of the Association to set speed limits. Maximum of (20) twenty miles per hour. Violators shall be fined, to be deposited in the Association Maintenance Fund. Owners that have not paid assessed fines ~~may~~ will be barred from voting at the Annual Assembly meeting. All motorized vehicles used in the Development must stay on the defined streets, including any and all off road-vehicles. Fines for violations under this paragraph will consist of US\$25 Dollars per occurrence and if unpaid within 30 days the amount of the fine will be added to the respective Homeowner's Dues and Assessments account. Repeated violations of speeding by individuals previously cited will result in doubling of the fine (from \$25 to \$50 US.)

Proposed Amendment #4

Article V

Owner's Rights

Section 3. Delegation of Use.

Any Owner may delegate, in accordance with the CC&R's, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, guests, or contract purchasers who reside on the Property. Any Owner shall be allowed to rent its home. Renters and/or Guests shall comply at all times with the provisions of the CC&R'S and any renter rules that may be set forth by the Association. All short term tenants must pay Resort fee to access development facilities.

Proposed Amendment #5

Article VI

Architectural Control

Section 2.

Architectural Guidelines. No structures or improvements shall be erected, placed, altered, maintained or permitted to remain upon the properties unless drawings and specifications, signed by the Owner of the site or his authorized representative, are submitted to and approved in writing by the Architectural Committee. The drawings shall include without limitation, the following matters: two sets of plot plan showing proposed contouring of grades, location of buildings, parking areas, and plans for all floors, cross-sections and elevations. The specifications shall describe types of construction, materials to be used, exterior finish and color, exterior lighting and water use-limiting devices to be installed. The HOA encourages utilization of the concept of "Dark Sky" lighting for exterior lighting. Photos of the lot before any construction may begin, need to be included. All plans must include pictures of desert plants, their location and the number of plants to be moved to the green area. Protected plants may be required to remain in their location, or may be moved to the green area or a lot(s) as approved by law and the Architectural Committee. Before removing any plants from green areas, you must have permission from the Architectural Committee and any relevant governmental authority if required by law. Approval shall

be based, among other things, on conformity and harmony of external design with neighboring structures, the effect of location and use of improvements on neighboring sites, relation of finished ground elevations of the site being improved to that of neighboring sites, and conformity of the plans and specifications to the purpose and general plan and intent of these covenants. Each Lot will have the type of home that can be placed on that Lot specified and specific locations for garage(s), carport(s), RV enclosure(s), guesthouse, outbuildings and rooms. Each specification is made to preserve as much of the view of the Lot and neighboring Lots as possible and the aesthetics and integrity of the Development. **Once approved, building must begin on the main residence first. No garage or casita can be built before main residence construction begins.**

Proposed Amendment #6

Article VII

Restrictive Covenants as to Usage

Section 3. Exterior Colors.

All homes, garages, outbuilding walls and their trim, and perimeter walls shall be of the approved color, shade, and tone and shall be kept in good repair and condition. Approved accent colors may be of individual choice as long as they do not constitute a nuisance or an annoyance to the neighborhood. **Accents are window and door trim, facia, columns.** All exterior colors and finishes require the approval of the Architectural Committee prior to application and installation.

Proposed Amendment #7

Article VII

Restrictive Covenants as to Usage

Section 12. Antennas, Poles, Satellite Dishes and other Structures.

No antenna, pole or other structure shall be erected unless approved by the Architectural Committee. The Architectural Committee shall have no authority over the size, height, or placement of Telnor's antenna as determined by the communications company and their engineers. Satellite dishes shall be no more than twenty (20) inches in diameter or about 1 meter across if oval, and ~~must~~ **if at all possible**, be installed below the parapet so as to not be visible from the street. Solar panels may be added when approved, but usually only on garages, carports, or outbuildings and ~~must~~ **should** remain within the height restrictions. All AC units, ducts, water heaters, propane tanks, ~~satellite dishes~~, etc shall not be visible from the ~~street or adjoining Properties. and if located on the roof shall not be higher than the parapet or within an approved architectural screen.~~