

**El Paso County  
Delia Briones  
County Clerk**

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State of Texas  
COUNTY OF EL PASO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon,  
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Delia Briones  
County Clerk  
El Paso County, TX

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.**

**RULES AND REGULATIONS  
OF THE  
PLAYA DE ORO TOWNHOUSE ASSOCIATION, INC.  
PLAYA DE ORO TOWNHOUSES**

These Rules and Regulations are in addition to the Articles of Incorporation, Bylaws, and First Restated Declaration of Covenants, Conditions and Restrictions (CC&Rs) and Bylaws for Playa de Oro Townhouse Association, Inc. (the "Covenants") 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 Articles of Incorporation, Bylaws, or First Restated Declaration of Covenants, Conditions and Restrictions and Bylaws for Playa de Oro Townhouse Association, Inc. (the "Declaration") 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 owners, homeowners, tenants, and/or occupants.

Owners shall be responsible for tenant/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 and all other managing documents pertaining to the Association.

The monthly maintenance assessments by the Association on common property will depend, in large measure, on the care and consideration exercised by 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.

The Board shall have the authority to fine Owners and occupants of Playa de Oro for violation of the First Restated Declaration, as amended, and promulgated rules and regulations of Playa de Oro in accordance with the Texas Property Code.

Any violation of these Rules and Regulations, the Bylaws, or the Covenants, Conditions, and Restrictions (CC&Rs) shall subject the responsible Homeowner of record to monetary penalties and other enforcement actions as determined by the Board of Directors in accordance with the Association's adopted enforcement policy. All fines, fees, and related costs shall be assessed to the Homeowner's account on record and shall constitute a personal obligation of the Homeowner, collectible in the same manner as assessments.

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. Complaints must be made to the Property Management Company.

To enforce the CC&Rs, the Articles of Incorporation, the Bylaws, and the 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.

Owners must provide the Board with current physical addresses, working phone numbers and email addresses to be updated by January 31 of every year by the management company. Failure from each homeowner to ensure that the property management company has the most up to date contact information, including but not limited to authorized agent(s), address, email, and phone number and failure to ensure the secure delivery of correspondence for violations will not avoid fines from being assessed. All legal fees or costs incurred by the Association to enforce violations or collect fines will be the responsibility of the homeowner.

Failure to pay any fines, legal fees, or costs assessed pursuant to a violation notice within the time period specified therein may result in the initiation of appropriate legal action by the Association. Such action may include, but is not limited to, the filing of a lien against the property, referral to collections, or commencement of legal proceedings to recover the amounts due, together with any additional costs, interest, and attorneys' fees incurred by the Association in enforcing compliance.

## **Section I.**

### **I. ASSESSMENTS; DUE DATES; LATE CHARGES; INTEREST**

#### **Due Date**

Regular Assessments levied by the Association shall be due and payable on or before the fifteenth (15th) day of each calendar month, unless otherwise established by resolution of the Board of Directors. Each Owner shall be responsible for timely payment of all Assessments, regardless of whether an invoice, statement, or reminder has been issued by the Association.

#### **Delinquency and Late Charge**

Any Assessment, or portion thereof, not received by the Association within thirty (30) days after its due date shall be deemed delinquent. Upon delinquency, the Association shall be entitled to impose a late charge equal to nine percent (9%) of the total amount past due. Such late charges shall be assessed as of the first day following the expiration of the thirty-day grace period and shall constitute a part of the Owner's continuing Assessment obligation.

#### **Interest on Delinquent Amounts**

All delinquent Assessments, together with accrued late charges, shall bear interest at the rate of ten percent (10%) per annum, or the maximum rate permitted under applicable Texas law, whichever is less, commencing on the thirty-first (31st) day following the original due date, until paid in full. Interest shall accrue daily and be compounded monthly.

#### **Continuing Lien; Enforcement**

Delinquent Assessments, together with all late charges, interest, collection costs, and reasonable attorney fees, shall constitute a continuing lien upon the Owner's Lot or Unit in favor of the Association, enforceable in the manner provided in these Covenants and in accordance with Texas Property Code Chapter 209. The Association may pursue any lawful remedies to collect such sums, including but not limited to demand letters, suspension of membership privileges, payment plans, personal or judicial collection, and foreclosure of the lien.

## **Notice and Opportunity to Cure**

Prior to initiating enforcement or foreclosure proceedings to collect delinquent assessments, the Association shall provide written notice to the Owner as required by Texas Property Code § 209.006, allowing the Owner the opportunity to cure such delinquency within the statutory time period. Failure by the Association to provide notice strictly in compliance with the statute shall not relieve the Owner of the obligation to pay assessments and related charges when due.

## **Application of Payments**

Unless otherwise directed by written policy of the Board, all payments received by the Association from an Owner shall be applied in the following order of priority: (a) delinquent assessments; (b) current assessments; (c) attorney's fees and collection costs; (d) other attorney's fees; (e) fines; and (d) other amounts owed.

## **Exceptions and considerations**

**Payment plans:** For homeowners with a pre-existing written payment arrangement, the association is exempt from applying payments in the priority sequence outlined above.

**Partial payments:** As of September 1, 2025, the association shall not be obligated to accept partial payments except where an existing written payment plan expressly provides otherwise.

## **Board Authority**

The Board of Directors shall have full authority to adopt, amend, and enforce rules, resolutions, and collection policies consistent with this Section and applicable law, including but not limited to the adjustment or waiver of late charges or interest for good cause shown.

## **II. 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, carpets, or towels are not to be hung on patio fences, gates, walls, landings, balconies, trees or from windows.
3. Driveways and sidewalks and streets shall be properly maintained, and driveways, sidewalks and streets are to be kept free of oil and grease.
4. It is prohibited to discard any item onto the common area, including dog, and human feces, and/or soiled diapers. This regulation shall include all discards over the back or front walls, fences or discarded out of any window.
5. No Homeowner is permitted to paint, repair, maintain, alter, or modify any common area unless written permission, intentions, and reasoning are presented and approved by the Board.
6. Picnic Area Rules:
  - A. Use of the picnic area is prohibited after 10:00 PM;
  - B. Always supervise children;
  - C. Dispose of trash properly;
  - D. Grills must be used safely-make sure fires are completely extinguished before leaving;
  - E. Do not damage trees;
  - F. Help keep the area welcoming for the next family to enjoy;
  - G. Be mindful of other visitors and nearby residents;
  - H. Notify Property Manager if something requires attention.

### **III. SMARTCODE REQUIREMENTS**

In recognition of the Board of Directors' authorization permitting the construction of carports within the community, it is acknowledged that setback requirements may be imposed to ensure compliance with applicable Association governing documents, municipal codes, and established aesthetic standards.

1. Any request for a modification or variance to the established setback requirements shall be submitted in writing to the Property Manager for review and processing. Upon approval by the Board of Directors, the Requestor and the Association shall enter into a bona fide written agreement specifying the terms, conditions, and any limitations or obligations related to the approved construction, including but not limited to setback distances, maintenance responsibilities, and compliance with applicable building standards.

### **IV. ENCROACHMENT OF COMMON AREA**

Any Homeowner who knowingly occupies, alters, or otherwise encroaches upon Association common area for personal use shall promptly notify the Property Manager of such encroachment. As a demonstration of good faith, the Homeowner and the Association shall enter into a bona fide written agreement outlining the terms, conditions, limitations, and obligations associated with the approved use of the affected common area.

1. Failure to disclose or obtain such approval shall result in the immediate revocation of any privilege of use and may subject the Homeowner to monetary fines and other enforcement actions as determined by the Board of Directors.
2. Upon termination, expiration, or revocation of the agreement, the Homeowner shall, at their sole cost and expense, restore the encroached common area to its original or better condition, as determined by the Association. If the Homeowner fails to complete the restoration within the timeframe specified by the Association, the Association may perform the restoration work and assess all associated costs to the Homeowner's account.

### **V. MAINTENANCE OF PROPERTY**

1. All Homeowners must promptly repair and maintain their home to the extent it affects any other home. This includes but is not limited to the clean-up of pine needles, dog feces, cat litter boxes, keeping and maintaining trees and other shrubs as to keep bird guano (droppings) controlled.
2. All external installations such as doors, windows, water, power, sewage, and gas are to be maintained at Homeowner expense.
3. No Homeowner may modify or add to the exterior of their home without prior approval of the Board of Directors. Requests for modifications must be submitted in writing and must include drawings, sketches, and specifications. All requests for modifications shall be submitted to the Property Management Company. No construction, alterations, additions, improvement, installation, modification, redecoration or reconstruction shall commence until the drawings, sketches, plans and/or specifications have been approved in writing by the Board of Directors and/or the Architectural Review Committee, and the letter of verdict is provided by the Property Manager. All modifications shall follow compliance with all applicable federal, state, and city codes.

4. Only gardening and planting are allowed in the patio area without authorization from the Board of Directors. No building of fences, walls or other structures shall be commenced or erected without prior approval. Plans, specifications showing the nature, kind, shape, height, materials and location of the same shall be submitted to the Property Manager who will forward to the Board of Directors and/or the Architectural Review Committee for approval. Failure to comply will result in assessed monthly fines until approval is obtained. Fixtures must comply with federal, state, and city code.
5. Requests to extend an existing driveway must be submitted to the Property Manager along with complete plans and specifications for the proposed extension. No work may commence without prior written approval from the Board of Directors and/or the Architectural Review Committee.
6. Owners must obtain approval prior to constructing a wall separating their property. The wall must be uniform and conform to City Code.
7. Garage sales are limited to three (3) per year unless otherwise authorized by the Board of Directors. Violations of this provision will result in a fine per violation.
8. Building materials, broken or discarded furniture, appliances, 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.
9. Prior to any modifications to walls and fences must be requested in writing and submitted to the Property Manager or Board of Directors and/or Architectural Review Committee approval.
10. No free-standing canopies and/or temporary structures of any nature are allowed in front of any property. Violators will be asked to remove these items at their own expense. Any structures must be approved by the Board of Directors and/or Architectural Review Committee. Unapproved structures are subject to fines and removal at owners' expense.
11. In recognition of changing weather conditions and potential sun damage to vehicles and property, the construction of permanent and attached carports shall be permitted, subject to prior written approval by the Architectural Review Committee and/or the Board of Directors. All carports must conform to uniform design, materials, and color standards as established by the Association to ensure aesthetic consistency throughout the community. Homeowner is responsible for city permit.
12. Trash and recycling bins should not be left out more than 24 hours prior to scheduled trash pick-up. Trash and recycling bins should be removed from curbside within twelve hours following trash collection. Lids must be kept closed at all times. Leaving bins out for more than 12 hours will result in written warning and subsequent offenses will result in fines.
13. Each Homeowner of a Lot shall be responsible for maintenance of the Lot with appropriate upkeep to include no chipping of stucco, garage door maintenance, curb appeal, manicured lawn and trees, no weeds or trash. The Homeowner is also responsible for the maintenance of exterior walls, roofs, the windows, and doors, in a first class, clean, sanitary, workable and attractive condition.
14. All windows, sliding doors etc., shall be properly covered with appropriate window dressing. Sheets, blankets, boards, windshield visors or other such items shall be specifically prohibited. Window dressing shall be of a reasonable quality and shall complement the property. Curtains, drapes, unbent blinds, shutters 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.

- 15.** Every front yard must have some landscape or must be paved for additional parking. All views from the street should be visually appealing. Items including but not limited to trash, ladders, compressors, tools, etc., should be kept away from street view even if inside the patio area.
- 16.** Each owner is responsible for maintaining and repairing any portion of the common area that is for their exclusive use, such as a perimeter wall, or other areas that only they have access to or that directly serve their property. Owner's maintenance includes but is not limited to all interior and exterior surfaces, including those under the ground, roof, appliances, heating, ventilation and air conditioning equipment.
- 17.** Each owner is responsible for notifying the communications company of any damage to towers, pedestals or other related equipment on or serving their property.
- 18.** Any balcony, porch, or terrace shall not be used for the storage of goods.
- 19.** Any changes to the exterior of the property must be approved by the Architectural Review Committee and/or the Board of Directors. Permission must be obtained and granted in writing. Any painting or remodeling not approved, may be subject to removal or correction at the owner's expense.
- 20.** No chain link fence of any sort or style shall be permitted anywhere on the Property.

## **VI. LANDSCAPING**

This Section is adopted to promote and preserve a peaceful, sanitary, and comfortable living environment for all residents within the Association. Each Owner, whether residing in the Unit or leasing it to others, shall at all times conduct and maintain the property in a manner that upholds the health, safety, comfort, and general welfare of the community.

- 1.** Owner shall install landscaping consisting of plants, rocks, gravel, grass or artificial grass, xeriscape and maintain it such to inhibit unsightly dust and debris.
- 2.** No Owner, occupant, or resident shall create, maintain, or permit any compost pile, compost bin, or composting area on any Lot, Limited Common Element, or within any portion of the Property. Composting organic matter, including but not limited to food waste, yard trimmings, leaves, mulch, pine needles or other biodegradable materials, is expressly prohibited as a method of landscaping, soil enrichment, or waste disposal within the Association.
- 3.** Owners are encouraged to use approved, commercially available soil amendments, fertilizers, and products that do not pose pest control risks or sanitation concerns.
- 4.** Composting and the accumulation of decomposing organic matter may attract pests, insects, rodents, and other vermin, create unpleasant odors, and pose potential health and sanitation risks to neighboring residents. This restriction is adopted pursuant to the Association's obligation to maintain a safe and sanitary environment under Texas Property Code Chapter 209.

**VIOLATION OF THIS SECTION SHALL CONSTITUTE NUISANCE AND A VIOLATION OF THE ASSOCIATION'S RESTRICTIVE COVENANTS. UPON DETERMINATION OF NONCOMPLIANCE, THE BOARD MAY ISSUE WRITTEN NOTICE TO THE OWNER SPECIFYING THE VIOLATION AND PROVIDING AN OPPORTUNITY TO CURE IN ACCORDANCE WITH TEXAS PROPERTY CODE § 209.006. IF THE VIOLATION IS NOT CURED WITHIN THE TIME PRESCRIBED, THE BOARD MAY IMPOSE FINES AND TAKE ENFORCEMENT ACTION AS AUTHORIZED BY THESE COVENANTS AND TEXAS LAW, INCLUDING THE RECOVERY OF COSTS ASSOCIATED WITH PEST TREATMENT, REMOVAL, AND REMEDIATION.**

**THE BOARD OF DIRECTORS SHALL HAVE FULL AUTHORITY TO INTERPRET, ENFORCE, AND AMEND THIS SECTION AS NECESSARY TO ADDRESS HEALTH, SAFETY, AND PEST CONTROL CONCERNS ARISING FROM LANDSCAPING OR WASTE MANAGEMENT PRACTICES WITHIN THE COMMUNITY.**

## **VII. PEST CONTROL**

This Section is adopted pursuant to the authority granted to the Association under Texas law, including but not limited to the Texas Property Code and the Texas Occupations Code, and is intended to ensure the health, safety, and welfare of the Owners and the Property.

- 1. Association Responsibility.** The Association shall be responsible for providing pest-control services for all Common Areas and any Building Components for which the Association bears maintenance responsibility under these Covenants. Such responsibility shall include inspections and treatment of pests, insects, rodents, termites, and other infestations within landscaped areas, exterior walls, roofs, fences, and other structural or shared elements maintained by the Association. The Association may engage a licensed pest-control contractor consistent with Chapter 1951, Occupations Code.
- 2. Owner Responsibility.** Each Owner shall maintain the interior of his or her Unit, and any Limited Common Elements appurtenant thereto, in a clean, sanitary condition free from pests, insects, rodents, termites, and other infestations, and shall obtain and maintain pest-control services as may be required to prevent infestation at such Owner's sole cost and expense.
- 3. Infestations Affecting Multiple Units or Common Areas.** If the Association determines, in its reasonable discretion, that a pest infestation has originated within a Unit and either is spreading to or endangering other Units or Common Areas, the Association may cause treatment and eradication. The cost of such treatment including administrative costs may be assessed as a Specific Assessment against the responsible Owner, enforceable as provided in these Covenants.
- 4. Right of Entry.** Upon reasonable notice, the Association, its agents or contractors may enter the exterior of any Unit during reasonable hours for inspection or treatment, where the Association reasonably believes a pest infestation threatens other Units or Common Areas, provided the Association complies with the notice and entry requirements of these Covenants and applicable law. In cases of emergency (i.e., immediate threat to health, safety or property), the Association may enter without prior notice, and the costs may be charged as above.
- 5. Indemnification.** Each Owner shall indemnify and hold harmless the Association, its officers, directors, agents and employees from any loss, cost, damage, liability or expense (including reasonable attorneys' fees) arising out of or related to any pest infestation originating within such Owner's Unit, except to the extent caused by the gross negligence or willful misconduct of the Association.
- 6. Board Authority.** The Board of Directors shall have full authority to adopt rules, regulations, policies, procedures and treatment protocols consistent with this Section, including the



scheduling of periodic inspections, requiring Owner cooperation, establishing treatment programs, and apportioning costs.

## **VIII. Standards for Comfortable Living; Compliance; Enforcement**

### **1. Owner Responsibility**

Each Owner shall be responsible for ensuring that their Lot or Unit, and any occupants, tenants, guests, or invitees thereof, comply with the provisions of this Declaration, the Bylaws, and all duly adopted Rules and Regulations of the Association. Owners who lease their Units shall be responsible for the conduct of their tenants and shall ensure that all tenants receive copies of, and comply with, all governing documents of the Association, accompanied by tenants' signatures.

### **2. Investment or Rental Properties**

Any Owner who holds property within the Association for investment or rental purposes shall remain fully responsible for compliance with this Section and all other provisions of the governing documents. Ownership of property for investment purposes shall not relieve any Owner of their obligations as a Member of the Association. The Association may hold such Owner accountable for any violation of these Covenants or the Rules and Regulations committed by the Owner, the Owner's tenants, or their guests.

### **3. Fines and Enforcement**

If an Owner, including any investment or rental property Owner, fails to comply with this Section or any related rule established by the Association, the Board of Directors may impose a reasonable fine for each violation, after providing the Owner with written notice and an opportunity to be heard in accordance with Texas Property Code §209.006 and §209.007. Each day that a violation continues after notice and opportunity to cure may constitute a separate violation subject to additional fines, as determined by the Board. Fines shall be collectible as Assessments under these Covenants and may become a continuing lien against the Owner's Lot or Unit.

### **4. Board Authority**

The Board of Directors shall have the authority to adopt additional Rules and Regulations to further the intent of this Section, including standards for noise, cleanliness, nuisance, tenant behavior, and other matters affecting the quiet enjoyment of the community. The Board may delegate enforcement to the Association's managing agent, but final authority to impose fines shall rest with the Board.

## **IX. RENTALS/INVESTMENT PROPERTIES**

Before an Owner may rent his/her Lot or Townhouse, the Owner must submit the proposed Lease, name of the prospective tenant, background information on the prospective tenant, contact information on the prospective tenant, number of persons to be residing in the Lot or Townhouse and the number of vehicles to be maintained at the Lot or Townhouse, together with make and model. The Board of the Association may deny the right to lease to a prospective tenant who is a registered sex offender or has a criminal record. Furthermore, the Board may deny the right to rent to an excessive number of persons in one Townhouse or lot or if criminal activity is suspected. All Leases must obligate the tenants to abide by the Covenants, rules and regulations of Playa de Oro and maintain curb appeal of the properties at Playa de Oro. All Leases must state that the Board Members of the Association will have the authority to evict any tenant who does not abide by the Covenants, Conditions, Restrictions; Rules and Regulations of Playa de Oro; or if the Owner does not act in the best interest of the Association.

**IMPORTANT:** For the safety of all residents in the neighborhood, including the applicant, high-risk offenders or violent predators will trigger notification via mail to all surrounding residences and businesses by the Texas Department of Public Safety (DPS). Therefore, please notify the Property Manager of your intent to lease out your townhome prior to executing a lease contract.

1. It is the homeowner's responsibility to ensure that the property complies with all applicable building codes and is maintained in a safe, habitable, and move-in ready condition. Should tenants report conditions deemed unlivable, the Board of Directors reserves the right to intervene and take any necessary corrective actions to ensure habitability, with all related costs and expenses charged to the homeowner.
2. No lot or plot shall ever be used for other than single family residence purposes. The erection and/or maintenance and/or use of any lot or plot for other purposes including but not limited to commercial or professional purposes is hereby expressly prohibited. No noxious or offensive trade or activity shall be carried on upon any lot or plot, nor shall anything be done or placed thereon, which may be or become an annoyance or nuisance to the neighborhood. This includes but is not limited to VRBO and Airbnb rentals and any other business such as a hair salon or dealership business conducted out of the townhome.
3. Homeowners shall provide new occupants with a copy of Association Rules & Regulations and all other Managing Documents, accompanied by tenants' signatures.
4. Homeowners using their property for investment purposes shall sign a binding contract with Dana Properties or any other property management company in contract with Playa de Oro Association, agreeing to provide the occupants' details to include names, number of occupants, contact and vehicle information.

#### **X. 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. The Homeowner is responsible for the immediate clean-up of animal waste products. Dog owners are required to curb their pets. In case of an accident, pet excrement must be removed from sidewalks, curbs, driveways and green areas. Damage to shrubbery, etc., by animals will be at the expense of the Homeowner. Failure to utilize existing pet waste stations and/or failure to pick up will result in a fine imposed on the Homeowner's account. Control should be exercised over the noise made by pets.
2. All dogs shall be maintained and controlled by their Owners so as not to create a nuisance or unreasonable disturbance within the community. Upon receipt of a verified complaint regarding a barking or noisy dog, the Property Management Company shall issue a written notice to the Homeowner responsible advising of the violation.

If the disturbance continues after such notice, the Association may impose fines in accordance with its enforcement policy. Continued noncompliance may result in further enforcement actions, including but not limited to the removal of the animal from the property at the Homeowner's sole cost and expense, as permitted by law.

3. Any resident caring for a cat that is not currently part of the Community Cat Program is required to schedule an appointment with El Paso Animal Services for spay/neuter and vaccination services. Upon completion, the cat's ear will be clipped to indicate its participation and

protection under the Community Cat Program. These services are provided free of charge. Residents found caring for cats without taking proper responsibility for their sterilization and vaccination may be subject to fines assessed to the homeowner. If a caregiver requires assistance with entrapment, they should contact the property manager for support and guidance.

#### **XI. 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 the playing of musical instruments, radios, phonographs, televisions, amplifiers and any other instruments or devices in such manner as may unreasonably disturb homeowners, tenants or occupants of other homes. In no event shall any of the foregoing noises be permitted between the hours of 9 p.m. to 7 a.m. If a celebratory event is being held at a residence, prior notification must be made to property manager no more than 7 days from planned event.
2. Homeowners are urged to exercise restraint in using noise - using tools and appliances during late night hours or before 7:00 AM on weekdays and 8:00 A.M. on weekends.

#### **XII. 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 and/or Property Management Company 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.

#### **XIII. OCCUPANTS – NONOWNERS-VISITORS (Visiting longer than 7 days)**

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 plate number, make and color of authorized vehicles.

#### **XIV. ARCHITECTUAL RULES**

1. No construction, alterations, addition, improvement, installation, modification, redecoration or reconstruction shall be commenced until the drawings, sketches, plans and/or specifications have been approved in writing by the Architectural Review Committee and/or the Board of Directors. All notifications shall be in compliance with all applicable federal, state, and city codes. Request forms or instructions for permission for any of the foregoing may be obtained by the Property Management Company. Obtaining city permits is the responsibility of the Homeowner.
2. Permission to make any exterior modifications, including, but not limited to, painting, must be requested in writing: drawings, sketches and specifications must be attached and submitted to the Property Management Company in writing for approval.

#### **XV. 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,

(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 the property not compatible with the operation of a residential community.

2. No swings, sandboxes, trampolines or exercise equipment is allowed in the front yard of any home.

#### **XVI. NO ATTACHMENTS**

1. No Homeowner may install, attach, hang, or permit the installation of any equipment, wiring, clothing, or clotheslines on any part of their Lot or the Common Areas without prior approval from the Board of Directors. No item may protrude from any fence, wall, patio wall, floor, ceiling, window, or door unless approved by the Board. All attachments must be fully concealed from street view.

#### **XVII. 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 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 more than 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.

#### **XVIII. MISCELLANEOUS**

1. It is each homeowner's sole responsibility to inform their tenants, guests, invitees and/or contractors of all Rules and Regulations, CCRs and Bylaws. Failure to formally inform can result in fines to the homeowner if actions go against established Rules and Regulations. The homeowner is also responsible for all damage caused by their tenants.
2. Anyone wishing to report an alleged violation of the Rules and Regulations or Covenants may do so by contacting the property management company. Violations should be reported in writing. The identity of the person reporting the violation will not be disclosed to the homeowner involved.
3. It is the sole responsibility of each homeowner to maintain a Homeowner's Insurance policy.
4. If a homeowner, tenant, occupant, visitor, guest, licensees, agents, or members of family cause damage to any home on Association property, such owner shall, within sixty (60) days from the date of the occurrence of the damage or destruction, enter into a binding bona fide contract for the repair and rebuilding of the exterior of said home and any damage to adjacent home or property in good workmanlike manner in conformance with the original plans and specifications used in the construction of said home.
5. If an adjoining ("party") wall or any portion of a neighboring property is damaged, and the affected area lies within a Neighboring Owner's property, that Owner shall not deny the Association or the responsible Owner reasonable access to the property for inspection or repair of the damaged wall. Failure to grant access after written notice shall constitute a

violation. Monthly fines may be imposed and will continue to accrue until the violation is corrected. Any delinquent fines may result in a lien being recorded against the property until all outstanding amounts are paid in full.

6. Within the Property each Lot Owner shall have the right to display the flag of the United States of America and/or the State of Texas in a respectful manner and subject to any restrictions set for by the Association as to size, height, illumination, and location. All flags displayed shall comply with any public ordinances relating to the display of flags. No other flags shall be displayed on the lot or in Common Areas, except by Board approval.
7. No motor homes, trailers of any kind, campers, boats, box trucks, commercial or recreational vehicles are allowed to remain in front or on the side of any home for any purpose other than temporary unloading. Designated parking must be used for all recreational vehicles, trailers, campers, commercial trucks, and food concession trailers. Parking over 24 hours is subject to a monthly parking fee.
8. No Owner or any of the Owner's agents, servants, licensees or visitors shall at any time bring into or keep in the Owner's unit, any flammable, combustible, or explosive fluid, material, chemical, or other substance, except for normal household use.
9. The Association shall not be held responsible for any injuries sustained by an unsupervised child while within the HOA community.
10. Effective January 31, 2026, all Association correspondence will be issued electronically. Homeowners are requested to provide their email address to the Property Management Company to ensure timely delivery of all future communications. Citations and fine notifications will be delivered electronically, by postal mail, and via certified mail.

#### **XIX. STREET CAPTAINS AND OTHER COMMITTEES**

1. The Board of Directors may appoint Street Captains to aid in monitoring and reporting traffic, parking, and street violations within Playa de Oro. Street Captains shall have no independent enforcement authority; all enforcement actions shall be taken solely by the Board or its designated agents.
2. The Architectural Review Committee is a committee appointed by the Board of Directors and authorized to review, approve, conditionally approve, or deny applications for architectural improvements, alterations, and modifications to Lots or Units, to ensure compliance with the Association's governing documents, design standards, and aesthetic requirements.
3. The Board of Directors may establish a Neighborhood Watch program using digital communication platforms, such as chat groups or messaging apps, to promote community safety. Participation is voluntary. Residents may use the designated chat to report suspicious activity or concerns to the Board, Street Captains, or any other committee.
4. Any homeowner claiming to be part of any Board appointed committee for self-benefit, such as having a vehicle towed for malice intent, shall be subject to disciplinary action. Such action may include, but is not limited to, monetary fines, suspension of Association privileges, and/or referral of the matter to law enforcement authorities for further investigation and action as deemed appropriate by the Board.

**FAILURE TO COMPLY WITH THE RULES IN THIS SECTION, THE COVENANTS, OR ANY OTHER GOVERNING DOCUMENT OF THE PLAYA DE ORO TOWNHOUSE ASSOCIATION, INC. WILL BE SUBJECT TO A FINE ASSESSED EACH MONTH OF NON-COMPLIANCE.**

## **Section II.**

### **I. PARKING, STREET, AND DRIVING REGULATIONS**

These Parking, Street, and Driving Regulations are in addition to the Articles of Incorporation, Bylaws, Declaration of Covenants, Conditions and Restrictions, and Rules and Regulations for Playa de Oro Townhouse Association, Inc., which constitute the governing documents. Violations of these Parking Rules and Regulations are subject to the enforcement regulations under the governing documents.

These Parking, Street, and Driving Regulations do not supersede or change the Articles of Incorporation, Bylaws, Declaration of Covenants, Conditions and Restrictions, or the Rules and Regulations of Playa de Oro Townhouse Association, 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’/occupants’ actions or misconduct and adherence to the Parking Rules and Regulations of the Association. Each Homeowner shall be responsible for providing tenants with a current copy of the Association’s Parking Rules and Regulations.

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

**Effective February 1, 2026, streets are to remain clear for emergency and disposal services unless specified otherwise. Offenses will result in fines and/or vehicles being towed without notice at owner’s expense and without warning. These parking rules shall be followed and enforced without regard to the number of vehicles owned by, registered to, or in the possession of the occupants of a property.**

### **II. PARKING PASSES**

1. Any owner, occupant, resident residing at Playa de Oro must submit to the property management company a full description of vehicles belonging to the residence, to include year, make, model, color and license plate information regardless of vehicle being garaged. Failure to comply will result in fines assessed to homeowner account until compliant.
2. Any occupant or homeowner with guests visiting for more than 7 consecutive days, must notify the property manager. Each resident will receive a parking pass for the number of vehicles per household and complimentary visitor parking permits. Visitors will park in designated areas or in hosts’ driveway.
3. Any vehicle the owner of which cannot be identified and/or located, or in which does not display a parking pass, or permit, shall be deemed an abandoned vehicle. Vehicles parked in violation of this rule will be towed without notice at owner’s expense.

### **III. VEHICLES**

- 1.** Inoperable vehicles, including vehicles with flat tires, cannot be parked at any resident/temporary parking. Inoperable vehicles cannot be parked on your driveway for longer than 48 hours. If 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 24 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 and/or fined.
- 2.** No repair, dismantling, or assembly of motor vehicles, machinery, or equipment shall be performed on any street, driveway, Common Area, or anywhere within the Association, including any Lot. Routine minor maintenance, such as oil checks, tire pressure checks, and battery replacements, is permitted. Non-routine maintenance work requires at least twenty-four (24) hours' prior written notice to the Property Manager.
- 3.** Under no circumstances or conditions shall any automobile or other vehicle be parked on a non-paved portion of any Lot.
- 4.** Temporary parking is designed mainly for visitor parking, and each owner should utilize driveway and garage before habitually using a parking space.
- 5.** For a personalized parking area, a request must be made in writing to the Property Manager. The requester will be responsible for the signage indicating a reserved parking space and will agree to an increased monthly assessment.
- 6.** Vehicles with registrations expired over 90 days, missing license plates, and/or expired dealer plates cannot be parked on any street, and/or common temporary parking. At the discretion of the Board of Directors, vehicles will be towed without notice at owner's expense.
- 7.** Vehicles that are on the premises for a consecutive 30-day period must be registered in El Paso County/State of Texas. At the discretion of the Board of Directors and Property Management, vehicles will be towed without notice at owner's expense.
- 8.** If a homeowner is in continuous need of a parking space in the common parking areas, a request for a reserved parking space must be made. Homeowner will be responsible for the charge of the reserved parking signage and an increased assessment. A parking permit must always be visible.
- 9.** Unauthorized parking in a reserved space is prohibited. Any vehicle parked in another Owner's assigned or reserved space may be towed immediately, without notice, and at the sole expense of the vehicle owner.
- 10.** If continuous parking is not required but parking in these areas for periods of up to 72 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 and provide a parking permit. 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. All parking permits must always be visible.
- 11.** Habitually (doing it constantly or as a habit) 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 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.

- 12.** No parking is allowed in any prohibited space, an emergency zone, in front of a fire hydrant, in a fire zone. Parking in another Owner's driveway or garage entrance is strictly prohibited unless prior permission has been granted by the Owner. Vehicles parked in violation of this rule will be towed without notice at owner's expense and without prior warning. Blocking any driveway is strictly prohibited. All driveways must always remain accessible.
- 13.** All owners and their tenants shall observe and obey all traffic signs installed within the Association. Speed limit is 10 mph inside the subdivision. If complaints are received regarding a resident or guests posing a safety risk due to reckless driving, a written notice will be sent to the owner/occupant, requesting compliance with this rule. Subsequent offenses will result in fines. Failure to make complete stops at the stop signs within the Association will also result in fines.
- 14.** Except for minor emergency repairs, the repairing of vehicles, including the painting or restoration thereof, is not permitted at any time on streets, driveways or any part of common areas. The intentional drainage of any motor vehicle fluids is prohibited.
- 15.** Vehicles shall not be placed on blocks or jack stands, nor stored or parked with tires removed, anywhere within the Association, including driveways, streets, Lots, or Common Areas. Any vehicle in violation may be towed immediately, without notice, and at the sole expense and liability of the vehicle owner.
- 16.** The Board of Directors has the sole authority to promulgate, adopt and amend these parking rules.
- 17.** Owners of property whose residents and/or guests violate this policy shall be held liable for any damages to the Association and/or caused directly or indirectly by the violation to include the cost of enforcement which shall also cover legal costs.
- 18.** No commercial vehicles (a commercial vehicle includes any motor vehicle used to transport passengers or property that has a gross vehicle weight or gross vehicle weight rating of at least 14,001 or more pounds or a vehicle design to transport 16 or more passengers, including the driver) shall be parked within the Association except if transporting persons or property to or from the Association for performing work in the Association and only for the period necessary to complete the transportation work.
- 19.** Trailers, trailer hitches, campers, food trucks and/or boats are not allowed to be parked within the Association streets or on any lot, except for the designated parking area.
- 20.** No dirt bikes shall be parked, operated or maintained on Association streets or common areas.
- 21.** No moving or storage containers may be parked or stored on any streets or driveways within the Association for a period of longer than 5 days.
- 22.** No buses over 25 feet in length shall be parked, stopped or driven within the Association streets.
- 23.** No junk or derelict vehicle shall be parked on the Association Property at any time. Any motor vehicle, that cannot be operated in its existing condition because of parts necessary for operation, such as, but not limited to, tires, wheels, windshield, engine, drive train, driver's seat, steering wheel or column, gas or brake pedals, are removed, damaged or destroyed or has a deteriorated body condition, shall be deemed to be junk or derelict vehicle, regardless of the



display of valid state license/registration or inspection sticker. The Board of Directors shall have the right to remove said vehicle without notice at owner's expense.

24. No vehicle may be parked on Association property if the Board deems it to be unsightly, inoperable, inappropriate or otherwise violates these rules.

#### **IV. ENFORCEMENT**

##### **1. Scope of Enforcement**

- A. Any vehicle that is parked in violation of these Rules and Regulations shall be deemed to be parked without permission of the Association and subject to enforcement as provided herein. Any vehicle parked in violation of these Rules and Regulations is subject to towing and being stored at owner's sole expense and risk.
- B. Owners shall be responsible for the conduct of their guests, tenants, contractors and visitors.
- C. Any enforcement of policy by unauthorized individuals carried out with malicious intent, bad faith, or for purposes of harassment may be subject to disciplinary action and potential legal consequences.

##### **2. Enforcement Procedures**

- A. Parking violations may be called in to the Association's management agent between 9:00 AM and 4:00 PM, Monday-Friday at (915) 581-0900 or via email at [cynthia@danaproperties.com](mailto:cynthia@danaproperties.com). Parking violations observed during holidays, weekends, and after hours can be reported to any Board Director.
- B. The El Paso Police Department may be called to ticket and/or tow a vehicle that is parked in a fire lane or blocking a fire hydrant. The Board of Directors reserves the right to tow from fire lanes via random patrol.
- C. The Board of Directors shall cause signs to be erected on the Common Areas notifying residents that any vehicle illegally or improperly parked on the Common Areas may be towed without notice at the vehicle owner's sole risk and expense. Such signs shall comply with the requirements of the El Paso City Code and State of Texas Occupations Code for towing vehicles off private property.

**FAILURE TO COMPLY WITH THE RULES IN THIS SECTION, THE COVENANTS, OR ANY OTHER GOVERNING DOCUMENT OF THE PLAYA DE ORO TOWNHOUSE ASSOCIATION, INC., WILL SUBJECT THE HOMEOWNER TO A FINE FOR EACH OCCURRENCE OF NON-COMPLIANCE. AN OCCURRENCE IS DEFINED AS A 24-HOUR PERIOD.**

## **SECTION III.**

### **I. ENFORCEMENT PROCEDURES AND FINE AND VIOLATION NOTICES**

#### **1. Purpose and Intent**

The purpose of this policy is to promote a high quality of life and enjoyment of property for all residents within the Association, to encourage compliance with applicable laws, codes, and governing documents, and to preserve and enhance property values within the community.

This policy is also intended to promote fairness and voluntary compliance through the use of warning and courtesy notices, which provide Owners an opportunity to correct violations in a timely manner and thereby avoid the assessment of fines or further enforcement actions.

### **II. CLASSIFICATION OF VIOLATIONS**

#### **1. Curable Violations**

A violation shall be deemed “**curable**” if it constitutes a continuing action or condition capable of being remedied through affirmative corrective measures by the Owner. Curable violations are eligible for a prescribed correction period prior to the imposition of fines or additional enforcement actions.

#### **2. Uncurable Violations**

A violation shall be deemed “**uncurable**” when the infraction has occurred and does not constitute a continuing action or a condition capable of being remedied through affirmative corrective measures.

In such instances, no courtesy notice shall be issued, and the violation shall be subject to the immediate imposition of fines, enforcement progression, and/or legal action as deemed appropriate.

### **III. COMPLAINT REPORTING REQUIREMENTS**

#### **1. Documentation Standards**

In the event a complaint regarding a violation is submitted by a Member of the Association (Homeowner), and such violation would warrant the issuance of a certified notice proposing fines to the Owner (violation), the Member must provide clear, fair, and concise documentation supporting the complaint.

#### **2. Required Information**

The documentation shall identify the specific nature of the violation and, where applicable, include the date, time, and extent of the infraction.

#### **3. Verification Requirement**

Complaints lacking adequate documentation, or those which cannot be independently verified and documented by a duly authorized representative of the Board of Directors or the Management Company, shall not be acted upon.

## **SECTION IV.**

### **I. NOTICE PROCEDURES**

#### **1. First Citation – Courtesy or Initial Notice**

For curable violations, a Courtesy Notice or First Citation may be issued to inform the Owner of the violation and to provide an opportunity for voluntary compliance within a reasonable timeframe. The Courtesy Notice shall not include a proposed fine.

#### **2. Second Citation – Curable Violation Notice**

The Curable Violation Notice (Second Citation) shall include, at a minimum, the following information:

- A clear description of the violation;
- The amount of the proposed fine associated with the violation;
- A specified deadline (the *curable period*) within which the Owner may remedy the violation to avoid imposition of the fine;
- A statement advising the Owner of their right to request a hearing before the Board of Directors within thirty (30) days from the date of the notice; and
- Notice of any special rights or protections afforded to the Owner under applicable law, including but not limited to the Servicemembers Civil Relief Act (SCRA).

## **SECTION V.**

### **I. ENFORCEMENT AND PROGRESSION**

#### **1. Failure to Remedy**

A Homeowner shall have a designated period of time after issuance of a violation notice to correct or cure the violation, unless otherwise specified in the Association's Schedule of Fines. If the violation is not cured within the prescribed time period, the applicable fine shall be assessed and may incrementally increase until such time as the violation is fully remedied.

#### **2. Continuing or Short-Term Violations**

Certain violations, by their nature, may not exist for more than twenty-four (24) hours. In such cases, notice will be provided to the Homeowner, and any subsequent violation of the same kind occurring after twenty-four (24) hours shall be deemed a continuation of the initial violation and subject to a fine in accordance with the Fine Schedule.

#### **3. Responsibility for Fines and Legal Costs**

The Homeowner shall be responsible for all fines, legal fees, administrative fees, and collection costs incurred following the conclusion of a hearing or the expiration of the period to request a hearing, as applicable. Any unpaid fines, fees, or costs may result in the recordation of a lien against the Homeowner's property and/or the initiation of legal action, as authorized by the Association's governing documents and applicable law.

#### **4. Authorized Actions**

Enforcement actions may include, but are not limited to:

- Assessment of fines as adopted in the Association's Schedule of Fines;
- Suspension of rights or privileges, where authorized under the governing documents;
- Initiation of legal action to compel compliance; or
- Any other remedy permitted by law or by the Declaration of Covenants, Conditions, and Restrictions (CC&Rs).

## **SECTION VI.**

### **I. VIOLATION CLASSES**

#### **1. Examples of Curable Violations**

The following are examples of violations generally considered curable, as they involve continuing actions or conditions capable of being remedied through corrective measures by the Owner:

- Parking violations;
- Maintenance-related violations (e.g., landscaping, exterior upkeep, or property appearance);
- Ongoing noise violations, such as persistent barking or other disturbances;
- Failure to construct, modify, or maintain improvements in accordance with approved plans and specifications.

#### **2. Examples of Uncurable Violations**

The following are examples of violations generally considered uncurable, as they constitute isolated acts or conditions that cannot be remedied through subsequent corrective action:

- Discharging or shooting fireworks;
- A noise violation that is not ongoing in nature;
- Any act constituting a threat to health or safety;
- Property damage, including the removal, destruction, or alteration of landscaping;
- Conducting a garage sale or other prohibited event as defined in the Association's dedicatory instruments.

#### **3. Delivery of Notice and Owner Responsibility**

Pursuant to the Texas Property Code, any notice that may result in the imposition of a fine, as well as all subsequent fine notices, shall be sent to the Owner via certified mail, which shall constitute legal notice to the Owner for all purposes.

Each Owner is required to maintain with the Association a current and valid mailing address, being an address at which the Owner is able to receive certified mail without forwarding. Failure by an Owner to provide or update such address shall not invalidate notice properly sent by the Association to the last address on record.

#### **4. Cost of Certified Mail and Notification**

All costs associated with the issuance and delivery of violation notices via certified mail shall be tracked and recorded by the Property Management Office.

Upon conclusion of the hearing, or if no hearing is requested, upon the expiration of the deadline for the Owner to request a hearing, the following shall apply:

- If the Owner is found to be in violation (negligent), the costs incurred for each certified mailing, as well as any related administrative or notification expenses, shall be charged to the Owner's account associated with the cited violation.
- If the Owner is found not in violation (not negligent), the tracked costs shall not be assessed to the Owner's account.

## **SECTION VII.**

### **I. COSTS FOR NON-COMPLIANCE**

1. The Association and Compliant Members shall not assume any costs, charges, or expenses caused by an Owner's noncompliance with the Association's governing documents. All costs arising from such noncompliance shall be borne solely by the noncompliant Owner.

### **II. Six-Month Look-Back and Hearing Procedures**

#### **1. Six-Month Look-Back Provision**

In accordance with the Texas Property Code, the Association recognizes a six-month "look-back" period for purposes of repeated violations. Any prior notice issued for the same class of violation within the preceding six (6) months may result in the immediate assessment of a fine and the progression of enforcement actions without the issuance of an additional courtesy or warning notice.

If no further occurrences or citations of the same violation class are recorded within six (6) months, the violation shall be deemed cured, and the violation sequence shall "reset" for future enforcement purposes. The reset provision shall not apply to circumstances in which fines have been suspended, or where lawsuits or enforcement actions have been dismissed without prejudice. In such cases, the original violation sequence and enforcement status shall remain in effect until final resolution.

## **SECTION VIII.**

### **I. HEARING PROTOCOL**

#### **1. Hearing Rights and Procedures**

When a fine is assessed, the Owner shall have thirty (30) days from the date of the fine notice to submit a written request for a hearing before the Board of Directors to contest the fine.

Upon receipt of a timely written request, the Association shall schedule and hold the hearing no later than thirty (30) days after the date the Board receives the Owner's request, unless mutually agreed otherwise.

The Owner shall be provided the opportunity to present evidence, testimony, or other relevant information contesting the violation or fine. The decision of the Board following the hearing shall be final and binding, subject to applicable provisions of law and the Association's governing documents.

#### **2. Scheduling and Notice of Hearing**

The Board of Directors shall schedule any requested hearing and shall provide the Owner with written notice of the hearing date, time, and location, at least ten (10) days prior to the scheduled hearing.

#### **3. Pre-Hearing Documentation Requirement**

No later than ten (10) days prior to the hearing, the Association shall provide the Owner with a hearing packet containing documentation and any other relevant correspondence, to the alleged non-compliance or violation. If the Association fails to provide the hearing packet within the required

timeframe, the Owner shall be entitled to an automatic fifteen (15) day postponement of the hearing upon request.

## **II. REQUEST FOR COMMITTEE**

1. The Board of Directors reserves the right to appoint a committee or panel composed of qualified Members of the Association to review and hear about matters involving alleged violations in the following circumstances:
  - When a potential conflict of interest exists that may compromise the impartiality of the Board; or
  - When repeated attempts to remedy a violation have proven unsuccessful through standard enforcement procedures.

Any committee or panel appointed under this section shall act with the same authority and responsibility as the Board of Directors for the limited purpose of conducting the hearing, reviewing evidence, and issuing recommendations or determinations consistent with the Association's governing documents and applicable law.

## **III. Decision and Notification**

1. A decision regarding the violation or non-compliance may be rendered upon conclusion of the hearing or, if deferred, no later than ten (10) days from the date of the hearing.
2. A written summary of the Board's decision shall be included in the official records of the Association and mailed to all parties involved. Such decision shall constitute the final determination of the matter, subject to any applicable rights under law or the Association's governing document.

## SECTION IX.

### III. FINES

#### 1. FINE SCHEDULE

Description of Violation	Cure Period (Pre- Fine)	1st Citation (Courtesy)	2 <sup>nd</sup> Citation (Fine)	3 <sup>rd</sup> Citation (Fine)	> 4 <sup>th</sup> Citation (Fine)
Trash bins left out before/after the 15-hour allowed time.	24 Hrs.	N/A	\$25	\$50	\$75 each occurrence
Trash/Rubbish visible from street.	24 Hrs.	N/A	\$25	\$50	\$75 each occurrence
Damage to HOA property including but not limited to, streets, curbs, common areas and structures.	10 Days	N/A	\$50	\$100	\$100/Week
Yard/Landscaping not maintained (e.g., leaves, trees, weeds/overgrowth, compost).	10 Days	\$0	\$25	\$50	\$75 each occurrence
Pest Control and infestation of insects, rodents, etc.	14 Days	\$0	\$50	\$100	\$100 each occurrence
Improper parking of vehicles to include parking over the sidewalk or unpaved area.	24 Hrs.	N/A	\$50	\$100	\$125 each occurrence
Parking of any vehicle on a street within the community without a parking permit or without the purchase of a reserved parking space after driveway and garage are utilized.	24 Hrs.	N/A	\$50	\$100	\$125 each occurrence
Commercial vehicles, boats, trailers, RVs, etc. stored on the street or driveway and not in the designated parking lot.	24 Hrs.	N/A	\$100	\$200	\$200 each occurrence
Failure to report damage to the telecommunication junction box/utility service enclosure/cabinet/pedestal	30 Days	N/A	\$50	\$75	\$100/month
Inoperable vehicles on the street or homeowner's property.	10 Days	\$0	\$0	\$50	\$50/Week

<b>Description of Violation</b>	<b>Cure Period (Pre- Fine)</b>	<b>1st Citation (Courtesy)</b>	<b>2<sup>nd</sup> Citation (Fine)</b>	<b>3<sup>rd</sup> Citation (Fine)</b>	<b>&gt; 4<sup>th</sup> Citation (Fine)</b>
Begin a project or make modifications to home or property without the Board/ARC's approval with an approved verdict letter from the Property Manager.	30 Days	N/A	\$100	\$500	\$500/Month
Basketball goal in driveway/front of house. Must be stored when not in use.	24 Hrs.	N/A	\$0	\$25	\$25 each occurrence
Damage to another Owner's property, including harm to adjoining walls or neighboring walls, unkempt trees or shrubs, or the creation of unsanitary conditions affecting neighboring lots.	60 Days	N/A	\$250	\$500	\$500/Month
Damage to unit/property or not maintained. This includes, but is not limited to roofing, exterior structures and surfaces.	60 Days	N/A	\$50	\$100	\$150/Month
Pet off a leash.	24 Hrs.	N/A	\$50	\$100	\$125 each occurrence
Failure to clean up animal waste in common and private areas	24 Hrs.	N/A	\$100	\$200	\$250 each occurrence
Ongoing objectionable noise, noxious smells, or offensive activity.	24 Hrs.	N/A	\$25	\$50	\$75 each occurrence
Holiday Lighting such as Christmas/Halloween light strands and Yard Decorations exceeding seasonal period. Only patio/pergola lights are approved for year-round usage.	10 Days	\$0	\$50	\$100	\$100/Week
Other 'Non-curable' offenses such as Fireworks, Not Ongoing Noise Violations (e.g., Loud Parties), and non-approved Garage/Estate Sales.	N/A	N/A	N/A	\$250	\$500 each occurrence
Failure to obey traffic rules including but not limited to reckless driving, failure to stop, etc.	N/A	N/A	N/A	\$50	\$75 each occurrence



## **2. General Fine Schedule**

Unless otherwise specified in the Association's Schedule of Fines, any violation not expressly identified within this policy or the governing documents shall carry a minimum initial fine of thirty-five dollars (\$35.00) up to \$500 including repair costs. A recurring weekly fine may thereafter be imposed until the violation is cured, as determined by the Association or its Board of Directors.

## **3. Non-Curable Offenses**

Violations classified as non-curable shall result in the immediate imposition of a fine and enforcement escalation as deemed appropriate by the Board of Directors or Management, subject to the Owner's right to request a hearing before the Board in accordance with this policy.

## **4. Repeated Curable Offenses**

In cases where a curable violation recurs within the same six-month period, the violation shall be subject to immediate fines and escalation consistent with the Association's enforcement procedures and the provisions of the Texas Property Code.

## **5. Definition of Cure Period**

A "cure period," as defined in the fine schedule, is the time allowed to correct a violation or notify the Property Manager or Board of the intent to do so.

### Certification of Adoption

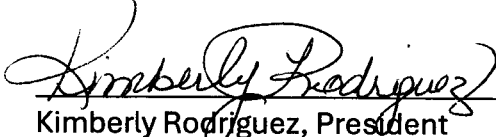
The foregoing Rules and Regulations were unanimously adopted and approved on 12/12/2025, by the Board of Directors of Playa de Oro Townhouse Association.

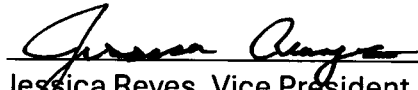
IN WITNESS WHEREOF, the undersigned, being all members of the Board of Directors of **PLAYA DE ORO TOWNHOUSE ASSOCIATION, INC., PLAYA DE ORO TOWNHOUSES** have hereunto set their hands this 12<sup>th</sup> of December, 2025.

Board Member Name	Title	Signature	Date
<u>Kimberly Rodriguez</u>	President	<u>Kimberly Rodriguez</u>	<u>12/13/25</u>
<u>Jessica Reyes</u>	Vice President	<u>Jessica Reyes</u>	<u>12/13/25</u>
<u>Mollie Arthur</u>	Secretary	<u>Mollie Arthur</u>	<u>12/13/25</u>
<u>Kimberly Rodriguez</u>	Treasurer	<u>Kimberly Rodriguez</u>	<u>12/13/25</u>
<u>Olga Suarez</u>	Director	<u>Olga Suarez</u>	<u>12/13/25</u>
<u>Elizabeth Hicks</u>	Director	<u>Elizabeth Hicks</u>	<u>12/13/25</u>

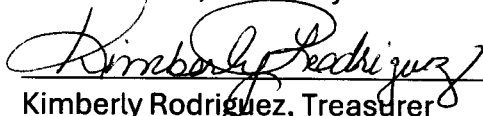
THE REGULATIONS HEREIN STATED ARE SUBJECT TO ADDITIONS, MODIFICATIONS AND AMENDMENTS BY THE ASSOCIATION'S BOARD OF DIRECTORS, AND ANY CONSENT OR APPROVAL GIVEN OR REQUIRED UNDER THESE RULES AND REGULATIONS MAY BE ADDED TO, AMENDED, OR REPLACED AT ANY TIME BY A RESOLUTION OF THE BOARD OF DIRECTORS.

The aforementioned Rules and Regulations, Parking Rules and Regulations, and the Fine and Enforcement Policy are adopted by resolution of the Directors on December  
12, 2025.

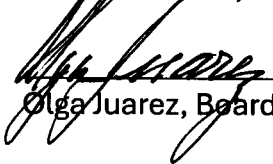
  
Kimberly Rodriguez, President

  
Jessica Reyes, Vice President

  
Mollie Arthur, Secretary

  
Kimberly Rodriguez, Treasurer

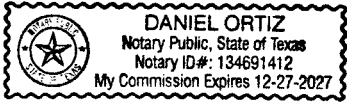
  
Elizabeth Hicks, Board Director

  
Olga Juarez, Board Director

## JURAT TO FOLLOW

STATE OF TEXAS           §  
COUNTY OF EL PASO       §

This instrument was acknowledged before me on the 12<sup>th</sup> day of December, 2025 by Kimberly Rodriguez, President of the Board of Directors of Playa de Oro Townhouse Association, Inc., a non-profit corporation on behalf of said corporation.

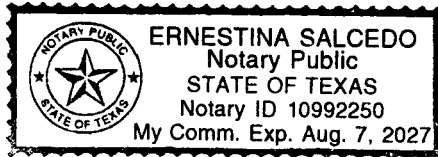


STATE OF TEXAS           §  
COUNTY OF EL PASO       §

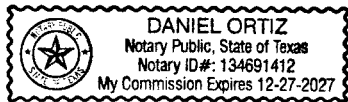
This instrument was acknowledged before me on the 13<sup>th</sup> day of December, 2025 by Jessica Reyes, Vice President of the Board of Directors of Playa de Oro Townhouse Association, Inc., a non-profit corporation on behalf of said corporation.

Ernestina Salcedo  
Notary Public, State of Texas

STATE OF TEXAS           §  
COUNTY OF EL PASO         §



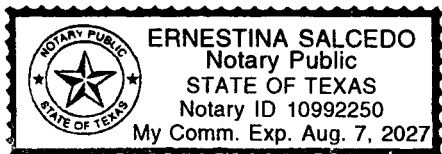
This instrument was acknowledged before me on the 12<sup>th</sup> day of December, 2025 by Kimberly Rodriguez, Treasurer of the Board of Directors of Playa de Oro Townhouse Association, Inc., a non-profit corporation on behalf of said corporation.



STATE OF TEXAS           §  
COUNTY OF EL PASO         §

This instrument was acknowledged before me on the 13<sup>th</sup> day of December, 2025 by Mollie Arthur, Secretary of the Board of Directors of Playa de Oro Townhouse Association, Inc., a non-profit corporation on behalf of said corporation.

Ernestina Salcedo  
Notary Public, State of Texas



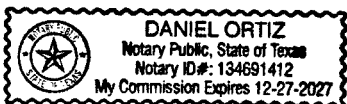
STATE OF TEXAS     §

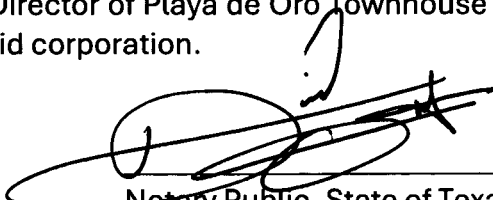
§

COUNTY OF EL PASO     §

§

This instrument was acknowledged before me on the 12<sup>th</sup> day of December, 2025 by Elizabeth Hicks, Board Director of Playa de Oro Townhouse Association, Inc., a non-profit corporation on behalf of said corporation.



  
\_\_\_\_\_  
Notary Public, State of Texas

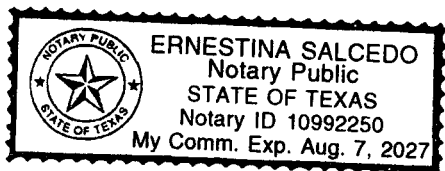
STATE OF TEXAS     §

§

COUNTY OF EL PASO     §

§

This instrument was acknowledged before me on the 13<sup>th</sup> day of December, 2025 by Olga Juarez, Board Director of Playa de Oro Townhouse Association, Inc., a non-profit corporation on behalf of said corporation.



  
\_\_\_\_\_  
Notary Public, State of Texas

Doc # 20250100488

#Pages 28 #NFPages 2

12/19/2025 9:20:07 AM

Filed & Recorded in  
Official Records of  
El Paso County  
Delia Briones  
County Clerk  
Fees 133.00

Recorded In Person

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 Recording Division of Real Property in El Paso County.



*Delia Briones*

EL PASO COUNTY, TEXAS