

**INITIAL RULES AND REGULATIONS**  
**SKY LEGEND ASSOCIATION**  
**Dated 03-30-10**

Pursuant to the Declaration of Sky Legend at Cotton Ranch ("Declaration"), the Executive Board ("Board") of Sky Legend at Cotton Ranch Association ("Association") has adopted the following rules and regulations to govern the use and enjoyment of Sky Legend at Cotton Ranch (the "Project"). The following rules and regulations, except as otherwise expressly stated, apply to all Owners and their families, lessees, employees' agents, invitees and guests with respect to the use of the Residential Units and any other portion of the Project. Defined terms not specifically defined in these Rules and Regulations shall have the meaning attached to such terms in the Declaration.

**I. Use.**

1. The Project shall be used for residential purposes and for services, activities and recreation in conjunction with such residential use.
2. All members subject to these rules and regulations shall respect the peace of their neighbors. In no event shall any such person play musical instruments, shout or operate audio equipment that may be heard outside that person's Residential Unit between the hours of 10:00 p.m. and 8:00 a.m.

**II. Design Review; Use of Common Area.**

1. No owner, member, guest or tenant may make any changes to the exterior of any buildings or the Common Areas without first applying to and obtaining the written authorization of the Executive Board in accordance with the terms of the Declaration. Further approval may be necessary by the Design Review Committee of the Master Association.
2. No conventional television antennas of any kind may be installed on the exterior of any Unit, building or other improvement upon the Property. No satellite dishes, antennas and similar devices for the transmission or reception of television, radio, satellite or other signals of any kind (hereinafter, "Reception Devices") shall be permitted upon the exterior of any Unit, building or other improvement upon the Property except as otherwise expressly provided herein and except with the express prior written consent of the Executive Board, which consent may be given or withheld in the Executive Board's sole and absolute discretion. The foregoing notwithstanding, (i) satellite dishes designed to receive direct broadcast satellite service which are of a diameter considered acceptable to the Executive Board within its judgment or (ii) satellite dishes designed to receive video programming services via multi-point distribution services which are a diameter considered acceptable to the Executive Board within its judgment, ("Permitted Devices") shall be permitted, provided that any such Permitted Device for a Unit is placed in the least conspicuous location on the Unit at which an acceptable quality signal can be

received and is not visible from another Unit, the Common Area or any neighboring properties or the streets, or is screened from such view in a manner approved in writing by the Executive Board in its sole and absolute discretion, and provided further that any such Permitted Device must be as small and unobtrusive as possible.

This Section is intended to comply with the Telecommunications Act of 1996 and the rules and regulations promulgated by the Federal Communications Commission (FCC). Specifically, this Section is not intended to unreasonably delay or prevent installation, maintenance or use of Reception Devices, unreasonably increase the cost of installation, maintenance or use of Reception Devices, or preclude reception of an acceptable quality signal. In the event that any portion of this Section is found to violate such Act or any rule or regulation of the FCC the portion of this Section that is found to be in violation shall be stricken and the remaining provisions of this Section shall remain in full force and effect.

3. No personal or household articles shall be placed or stored on or in any of the Common Area. These shall include, but are not limited to, bicycles, sports equipment, or any unsightly materials. The Association assumes no liability for, nor shall it be liable for, any loss or damage to articles left or stored in any Common Area.
4. Lawns, trees and other vegetation shall be maintained by the lot owner in the highest condition. Any damage to general common elements or landscaping shall be repaired at the expense of the person or persons causing the damage.
5. Owners are responsible for the snow shoveling of their own private property including walkways, and driveways. The owners shall also be responsible for snow removal of the public sidewalks in the street rights-of-way in front of their private property. The Association provides snow removal of the cul-de-sac roads within Sky Legend.

### **III. Use of Grills, Patios, and Outdoor Decorating.**

1. Charcoal grills, smokers or open flames are strictly limited to those approved devices listed in the Community Documents. Outdoor gas and electric cooking devices are permitted.
2. Balconies, patios and decks shall be used only for the purpose intended and not for storage of personal articles such as sporting equipment, for drying of garments, cleaning of rugs etc. Patio and deck furniture shall be restricted to furniture designed for outdoor use.
3. All outside holiday lighting/decorating of any lot shall be tasteful and will only be allowed if such installation is temporary. The above must be removed completely between February 1 and November 1 of every year.

**IV. Vehicles and Parking.**

1. The number of vehicles parked at each lot is limited to the number of vehicles which can be completely contained in the garage and on the private driveway. No parking shall be permitted on the streets.
2. Garages must be kept free of contents that would prevent the garage from being used by the number of cars it was designed to accommodate. Vehicles must be parked in the garage, with additional vehicle(s) parked in the driveway only when the garage is being fully used by the number of cars that the garage is designed to accommodate.
3. Garage doors must remain closed at all times other than when a vehicle is moving in or out of the garage.
4. No servicing, maintenance or repair of vehicles may occur within the Project unless performed in a closed garage.
5. Vehicles may not be washed in any right of way within the Project.
6. Garages may be used only by occupants of a Residential Unit.
7. In no event shall any garage be used for commercial or manufacturing purposes, nor shall any loud noise, nuisance, or excessive utility use be permitted. The garages shall be used primarily for parking of cars and trucks used routinely for transportation by an occupant of the Residential Unit. No parking of inoperable vehicles shall be permitted.
8. No motor vehicles shall impede snowplowing of the streets. If any motor vehicles are allowed to impede snowplowing, such vehicle may be towed at the owner's expense without notice.
9. No street, driveway or parking area, shall be used as parking, storage, display or accommodation area for any type of commercial vehicle, vehicle for hire, or vehicle commonly used in the direct production of income, house trailer, motor home, boat, camper or any type of trailer, except as a temporary expedience for loading, delivery, emergency, etc.

**V. Pets.**

1. Owners only are allowed a total of two dogs, cats or other common household pets per Residential Unit.
2. All dogs must be on a leash and attended to by their owner at all times.

3. Pet owners are responsible for the conduct of their pets and shall not allow them to create any inconvenience, annoyance, hazard or unsightly mess on individual lots, Common Areas or adjoining property, including, without limitation, excessive barking. Owners are responsible for immediately picking up after their pets.

**VI. Garbage & Trash.**

1. Trash services must be arranged by the individual lot owner.
2. Rubbish, trash or garbage outside of the Residential Unit must be kept in an enclosed area, such as a garage and only in containers approved by the trash removal provider. Trash containers may not be placed outside the Residential Unit before the morning of the day the trash is to be collected and shall be promptly returned to the appropriate enclosure after the trash is collected.
3. No storage of trash will be permitted outside of any Residential Unit. No littering of trash in Common Areas is allowed.
4. Owners and renters are not allowed to use dumpsters provided for the use of other Residential Units or portions of the Project.

**VII. Insurance.**

1. Nothing shall be done within the Project which might result in an increase in the premiums of insurance obtained for any portion of the Project or which might cause cancellation of such insurance.
2. Each owner must carry adequate personal property contents insurance.

**VIII. Miscellaneous.**

1. Nothing shall be done within the Project that would be in violation of any statute, rule, ordinance, regulation, permit or validly imposed requirement of any governmental body. The Board may adopt a fine structure to enforce these Rules and Regulations, which is attached to these Rules as Exhibit A and incorporated herein, and which is subject to change. All fines and other enforcement shall be conducted pursuant to the enforcement procedures set forth in Section 4.14 of the Bylaws.
2. Pursuant to the Declaration, the Board may promulgate such additional rules and regulations from time to time as the Board may deem necessary for the safety, care, cleanliness and maintenance of the Project.

**EXHIBIT A**

**CATEGORIES OF INFRACTIONS AND FINES**

There shall be two categories of fines. The first category shall consist of less serious violations of covenants and rules and requiring immediate abatement. Examples include excessive dog barking, owner failure to maintain dogs under control or to clean up after dog, trash and trash containers left outside, violations of parking violations, inoperable vehicles, violations of car repair restrictions and violations of irrigation restrictions. The fine structure for this first category of violations is as follows:

- 1<sup>st</sup> offense – written warning with immediate abatement required
- 2<sup>nd</sup> offense – \$50 fine with immediate abatement
- 3<sup>rd</sup> offense and all subsequent offenses – fine doubles for each additional offense

The second category of fines involves violations of more serious restrictions such as violations of the design guidelines, construction without prior approval of the Design Review Committee and construction in violation of approved plans, including, without limitation, a violation of the restriction on irrigated square footage. The fine structure for this second category of violations is as follows:

- 1<sup>st</sup> offense – written warning with required abatement schedule
- 2<sup>nd</sup> offense -- \$500 fine with immediate abatement
- 3<sup>rd</sup> offense and all subsequent offenses – fine doubles for each additional offense