

**FOURTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SUNSTONE ADDITION REPLAT "A"**

Email/mail votes by the Members of Sunstone Homeowners Association, Inc. by a vote of no less than two-thirds (67%) of homeowners, pursuant to Texas Property Code 209.0041(h) and the Declaration of Covenants Conditions and Restrictions of Sunstone Addition, Replat "A", recorded under Volume 2882, Page 1516, Real Property Records of El Paso County (the "Covenants"), the following amendments were accepted by the Board on July 27, 2022:

The Definition of "Committee" is replaced with the following:

"Committee" shall mean the Architectural Design Committee (ADC) or Architectural Review Committee (ARC) (the ADC and ARC are one and the same) for the subdivision.

"Majority" can be used to specify a voting requirement, as in a "majority vote", which means more than half of the votes cast.

"Drought-Resistant Landscaping" includes both Xeriscaping and Artificial Turf.

Article II, Sections 2.07 is deleted and replaced with the following:

2.07 **Budget.** At least thirty days prior to the commencement of each fiscal year, the board shall prepare an operating budget setting forth an itemized statement of the financial needs for the new fiscal year, taking into account the general condition of the subdivision and the current maintenance and management costs and the future needs of the association. The budget shall contain an estimate of funds projected to remain at the end of the fiscal year and anticipated receivables and payables for the new fiscal year and shall clearly set forth any anticipated increases in assessments for the new fiscal year. The budget shall separate ordinary expenses for routine operation and maintenance from reserve funds maintained for repair or replacement of capitalized expenses. A copy of the proposed budget shall be made available to each owner prior to its final adoption by the board. Excluding expenditures and liabilities approved in the operating budget, the board shall neither authorize nor incur liabilities (direct or contingent), which will at any time exceed the aggregate for any one occurrence in excess of an amount equal to ONE percent of the operating budget for Sunstone Owner's Association, or any liability maturing more than one year from the creation of such liability, without first obtaining the approval of homeowners holding at least a majority of the votes then to be cast. Non-essential/unbudgeted expenses require Sunstone Homeowner's Association (community) approval, not just Board approval.

Article IV, Sections 4.03 is deleted and replaced with the following:

4.03 *Regular Assessments.* The amount and time of payment of regular assessments shall be determined by the board from time to time with consideration to its operating budget and future needs of the association. Regular assessments shall be payable monthly. Written notice of the setting of the amount of regular assessments and their due date shall be sent to each owner as soon as reasonably practical, but monthly renotification in the absence of change in the assessments shall not be required. At the end of the fiscal year, at least 50% of the operating account above the budget, shall be set aside into the reserve fund. This yearly activity shall be part of the final Board of Directors meeting of the fiscal year.

Article IV, Section 4.05 is hereby supplemented by adding the following sentence to the last paragraph in said section:

4.05 The board shall include a reserve fund line item in its operating budget to be used for the purpose of meeting the cost and expense of maintenance, repairs, and replacement of common area.

Article IV, Section 4.08 is hereby supplemented by adding the following sentence to the last paragraph in said section:

4.08 *Proportion of Assessment.* All regular assessments shall be levied at the following rate: single lot owners pay the full rate; double lot owners with a single house on the lots, pay full rate on the first lot and 2/3 of the full rate on the 2nd lot. All special assessments shall be levied equally among all owners, in proportion to the number of lots owned by such owner. Double lot owners paying the reduced assessment rate shall only have one member vote per household, not one per lot.

Article VI, Sections 6.03 is deleted and replaced with the following:

6.03 *Time for Review and Approval.* If the committee fails to approve or disapprove a proposal submitted for its review and approval within 30 days after delivery to the committee of all plans and specifications, and payment of all fees for professional services required by the committee, then approval will not be required and this paragraph will be deemed to have been fully complied with, provided, however, that the failure of the architectural review committee to approve or disapprove such plans and specifications within such thirty (30) day period shall not operate to permit any structure to be commenced, erected, placed constructed or maintained on any lot in a manner thereof inconsistent with any provision of Declarations of the Covenants. Such proposals and the plans and specifications must be in accordance with any reasonable architectural or design guidelines or requirements set forth in these declarations or previously adopted by the board or the committee and with all applicable governmental laws, ordinances, codes and regulations.

Article VI, Sections 6.04 is deleted and replaced with the following:

6.04 *Architectural Design/Review Committee (ADC/ARC)*. The committee shall consist of three members, who shall each serve for a term of one year. The committee members shall be appointed by the Board. In the event a member fails or refuses to act, the member may be removed and the remainder of the member's term filled by a replacement. All committee members shall be owners. No committee member shall be liable to any person for any decisions or failure to act in making decision as a committee member and shall be indemnified and held harmless by the association in the same manner as directors and officers. No committee member shall be compensated for services performed in that capacity. Committee members cannot concurrently serve on the Board or be the spouse of a current Board member.

The Declaration is hereby amended by inserting a new section, identified as Section 6.05, which paragraph shall read as follows:

6.05 *Records*. The ARC shall maintain a record that accurately reflects their resolution of change requests, approvals, and disapprovals.

Article VII, Sections 7.01 is deleted and replaced with the following:

7.01 *Maintenance of Landscaping in Common Areas*. The association shall maintain the landscaping in all common areas, whether such landscaping be preexisting indigenous plants or cultivated plants, in a manner reflecting a high degree of care and attention, including but not limited to performing the following activities on a regular basis: watering, trimming, mowing, fertilizing, controlling disease and insects, replacement of diseased, dying or dead plants with healthy plants, the removal of weeds, trash, litter and debris and the performance of all other similar services to ensure a continuously attractive landscape within the common areas in the subdivision with due consideration as to the function of the various common areas.

Article VII The Declaration is hereby amended by inserting a new section, Article VII, Section 7.02(a) which paragraph shall read as follows:

7.02(a) If an owner wishes to covert part, or all, of his yard to Xeriscaping as provided for in the Design Requirements, Section 4.1.(2), they may do so at the owner's expense by only after review and approval by the ARC. A sketch or drawing or photograph should be submitted of the desired change if appropriate. This includes if a homeowner wants to remove existing grass and install water conserving/drought resistant landscaping.

The Declaration is hereby amended and deleted.

7.04 Maintenance of Private Security Alarm Services as a Common Expense.

Article VIII, Sections 8.02 "Signs" is deleted and replaced with the following:

Signs. No flag or sign or billboard of any kind shall be displayed to the public view on or from any lot or building without the approval of the Board. One "for sale" or "for lease" sign of reasonable dimension for each lot or building may be posted in the area designated by the board for that purpose; provided, however, that all signs must conform with applicable sign ordinances of the City of El Paso, Texas. With the exception of candidate signs on or after the 90th day before the date of election to which the sign relates, or before the 10th day after the election date. Current Texas Law allows Sunstone Homeowner's Association members the right to respectfully display the U.S. flag, the state flag of Texas and the flags of each branch of the U.S. armed forces.

Article VIII, Sections 8.02 "Rubbish, Trash and Debris" is deleted and replaced with the following:

Rubbish, Trash and Debris. No owner shall permit or allow the accumulation of rubbish, trash, debris, or other waste materials on that owner's lot. All owners shall individually contract for the removal of all waste materials by the Sanitation Department of the City of El Paso or as otherwise permitted by the City of El Paso and the Board. All waste to be removed by contracted service shall be kept in closed, commonly available waste containers in good condition and appearance. No owner shall permit or allow his empty waste containers or their lids to remain in any other owner's front yard or in the street. Owners shall keep their waste containers in side-yard storage areas if provided, or if not provided, in their garages, or lastly, next to their side fences to minimize the containers view from the street. No outside storage of materials, whether having any useful purpose or being rubbish, trash or debris shall be permitted on any lot, except for the temporary storage of construction materials being used on that lot.

Article VIII, Sections 8.03 is deleted and replaced with the following:

8.03 Owners Right to Lease and Sell

8.03 (a) Community-Wide Lease Limitation. Upon the new sale of each individual property, the property must be owner occupied for a minimum of two years. New owners will not be allowed to rent or lend their properties during that two-year time period and will be required to live as a resident first and meet that obligation prior to being granted permission to rent. This will not apply in situations where the property is inherited or legally assigned to a new owner through an estate transaction.

8.03 (b). *Occupant Bound by Sunstone Homeowner's Association Governing Documents.* The occupant is bound by the Sunstone Homeowner's Association governing documents. If in violation, the property owner shall be held responsible and penalty assessments levied as appropriate. The inclusion of a clause whereby all occupants agree to be bound by the Association's governing documents, and by the Rules and Regulation promulgated pursuant thereto must be included in any lease agreement. Any expenses, legal or otherwise, that the Sunstone Homeowner's Association incurs in dealing with renter issues that are in violation of Sunstone Homeowner's Association governing documents, shall be reimbursed by the property owner.

8.03(c) The property owner (or management company) shall provide the following information, at the time of the lease, to the Sunstone Homeowner's Association Board regarding renter(s): (1) The name, mailing address, phone number and email address of each person who will reside at the leased property; (2) The start date and term of the lease; and (3) A copy of the lease agreement.

Article IX, Sections 9.01 is deleted and replaced with the following:

9.01 *Damage to Buildings.* If any building or part thereof is damaged or destroyed by fire or other casualty, or by any act caused by the owner, the owner shall promptly cause the building to be repaired or restored in conformance with the original plans and specifications unless the committee determines that adherence to the original plans and specifications is impracticable or not in conformance with applicable laws, building codes or other governmental rules then in effect, in which case, such repair or restoration shall be of a kind or quality substantially the same as the condition in which such building existed before the damage. During the repair/ restoration, if the owner wishes to make changes to the structure, a design/plan shall be submitted to the ARC for review and approval. No restoration shall be constructed without the prior written approval of the ARC.

Article X, Sections 10.01 is deleted and replaced with the following:

10.01 *Amendments.* This declaration may be amended in whole or in part by an instrument in recordable form executed by the president and shall be attested by the secretary of the association, when approved by a vote of 67 percent of the total votes allocated to property owners entitled to vote.

DESIGN REQUIREMENTS (ARC) have been deleted and replaced with the following:

Section 2. Appeal and Variance Procedure.

The Architectural Design/Review Committee (ADC/ARC are one and the same) serves as the review authority for interpretation of the design requirements. The Board has the responsibility for enforcement of the design requirements. Any property owner requesting a variance must submit same to the ARC for approval, providing a drawing, photograph or sketch as appropriate. If the property owner disagrees with the decision of the ARC, the property owner shall have the right to appeal to the Board for a final decision on the variance.

Section 3. Required Submissions to the Design Committee.

A. Submissions of Plans and Specification. Construction of any structures and landscaping on Lots in Sunstone shall be subject to review by the ADC/ARC and submission of the following:

Section 4. Design Standards. All submissions under Section 3 shall comply with the following:

B. Rock Walls. All rock wall materials used by anyone for the Sunstone Subdivision that may be seen from any street, any lot within the subdivision or any common area in the subdivision must generally be in shades of gray and match the color and texture of the rock used by the developer in the entry gate. In no case shall the rock to be used on any lot that would be exposed to the public view contain shades of red, yellow, green, white, etc. All rock walls will be constructed with a concealed mortar joint in a Dry-Stack manner. The only exception to the concealed mortar joint construction requirement shall be for retaining walls where it is determined that for structural reasons the use of a solid pointed wall would be more appropriate, or if an existing rock wall requires repair due to failure.

C. Street Lighting and Exterior Bracket Type Lighting. The standard exterior light fixture used initially in the subdivision is no longer available. If a property owner has the need to replace their streetlights, a request shall be submitted to the ARC for review and approval. In these cases, all exterior light fixtures at that property must be replaced. Each home shall have at least one of these fixtures, connected to a photo-electric cell fitted with a 9-watts compact fluorescent bulb, or the equivalent LED light, installed at a maximum distance of 20'0" from Sun Point Lane.

D. Address Numbers. Every home within Sunstone will use 4-to-5-inch address numbers made of ceramic or brass that complement the existing colors and design of the house exterior.

H. Fence Hedges, Privacy Garden & Retaining Walls. All property divisions, fences, garden walls, retaining walls, etc. shall be made of stone or rock masonry, CMU covered with stucco, or, for the rear of lots 1-18 and all lot areas adjoining the common area (Lot #37), a combination of stone masonry and wrought iron (See sheet 6 of 10, Sunstone Addition Replat "A" Subdivision Improvement Plans). All stone shall generally be in natural earth/desert tones, such as shades of gray, shades of brown, or a combination of the two. All Stucco walls must match the color and texture of the residence of which they are a part. (See Attachment "B", Sunstone Development – Colors). The wrought iron used for lots 1 thru 18 and adjacent to the common areas Lot #37 must be in the same color, style, size and general dimension for all lots as approved by the Design Committee (See Attachment "B", Sunstone Development – Colors). No wire or chain link fences shall be permitted on any lot except for special situations such as sports courts, dog runs, etc., when approved by Variance of the Design Committee. No fence or garden walls shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback lines, except where allowed or directed by the Design Committee. Wire or chain link fencing shall be used only if each section of fence is strung between columns of masonry; no pipe or metal columns shall be allowed. The fence material itself must be either covered with a vinyl or plastic coating in approved Sunstone Development – Colors. Exposed galvanized metal products shall not be used for fence or gates.

I. Landscape:

(1) Lush Green Landscaping: All front yards and rear yards for lots 1-32 and upper-level Common Areas shall be landscaped in a lush green manner employing the use of lower water use plants. For the purpose of establishing a uniform street appearance, all front yards shall be designed by the Project Landscaper before plans are submitted to the Design Review Committee and installed by the Project Landscaper before any home is occupied. The side & rear yards shall be designed and submitted to the Architectural Design Committee within 30 days of occupancy and installed within 180 days after approval. The appearance of the rear yards of Lots 1-18 as viewed from surrounding streets will be of particular importance to the Design Review Committee so that continuity and uniformity of appearance can be maintained. Any change to front/side yard landscaping or architecture, if visible from the street, other than exact plant replacement, must be submitted to the ARC for review and approval.

(2) Desert Landscaping may be used on Lots 1-32 and within the upper level secured common area under the following conditions:

- a. Desert Landscaping shall be used only for accents, perimeter landscape along Irondale Street and in canyon areas.
- b. Desert Landscaping used for accents on Lots 1-32 shall not exceed more than 20% of the air-conditioned, ground floor area of the Residence.
- c. Each Lot Owner shall be responsible for flooding which may be caused by impermeable materials used on the Lot and the raising of the Lot grade.

(3) Prohibited Plants: Use of the following are prohibited and shall not be planted or allowed to grow on any Lot:

a. Trees

Salt cedars

Cottonwoods, native female

Mulberry, fruiting

Poplars, Carolina, Balm, O'Gilead and Lombardy

Elms

b. Plants

Bamboo: Invasive/Running (Non-invasive or clumping Bamboo is permitted)

Ivy (or similar evergreen climbing plants)

(Note: No new Ivy shall be planted. With one exception, Ivy may be planted for erosion control at the east end embankment across from #14 and #16. Ivy on the Irondale wall was left at the request of the respective homeowners. The rest of Irondale wall Ivy was removed, and wall repairs made by the Sunstone Homeowner's Association as a one-time effort. All future Irondale wall repairs are the responsibility of the respective property owners. If a homeowner has or wants vines, they are not allowed in any area that the Sunstone Homeowner's Association is responsible for.

J. Street Access. Lots shall have access only from Sun Point Lane.

K. Grading, Storm Water and Irrigation. Each lot shall be designed to the following criteria:

(1) Positive grade shall move water away from each home, garage, walk and driveway to small, shallow depressions on the Lot.

(2) Each lot shall be required to have two shallow depressions, one in the front yard and one in the rear or side yard, designed to retain normal irrigation water run-off and moderate amounts of rainfall before any excess water runs onto the street.

(3) Each Lot Owner and contractor is encouraged to use culverts under drives and walks to keep water from ponding on or flowing across walks and drives.

(4) Each Lot Owner shall be responsible for any water damage to other Lots caused by water moving from his Lot. (See ATTACHMENT "C", Minimum Recommended Retaining Wall Moisture Proofing & Drainage Cross-Section)

Q. Trash Receptacles and Collection. Trash, garbage and other waste shall be kept in sanitary containers. Trash containers shall be enclosed in a closet or other architecturally compatible enclosure, if provided. Each Owner shall make or cause to be made appropriate arrangements with the City of El Paso, for collection and removal of garbage and trash on a regular basis. Each Lot Owner shall observe and comply with

all reasonable regulations or requirements promulgated by the City of El Paso or the Association, or both, in connection with storage and removal of garbage.

S. Mechanical Equipment, Vents, Skylights, Solar Equipment, Chimneys, Etc.

1. General. No mechanical equipment shall be visible from the street, or any lot, or common area. Any property owner wishing to install solar equipment must submit a written application to the ARC for review and approval. No solar equipment shall be installed without the prior written approval of the ARC.

T. Color Coordination. All exterior finish materials shall be color coordinated with each individual Structure and as to the effect on other structures in the neighborhood. An approved color selection list has been made by the Project Architect. All exterior colors and finishes shall be approved by Architectural Design Committee. (See ATTACHMENT "B" SUNSTONE DEVELOPMENT COLORS") All fences visible from the front of homeowners' property, that were not in compliance with the previously approved colors (or painted in several color tones), shall be repainted and brought into compliance with the new colors specified in attachment B.

Attachment B, Sun Stone Development Colors

Note: The colors listed below are outdated and are no longer available. If a property owner wishes to repaint or re-roof their house, paints or roofing material that match the existing color/texture/design shall be used. If a different color/texture/design is desired, a variance request must be submitted to the ARC for review and approval.

The following fence/gate colors or a color matched equivalent have been approved and must be used when repainting fences:

Green Color selected is Sherwin Williams SW7742 Agate Green

Tan color selected is Sherwin Williams SW9103 Farro

Except as amended by this Fourth Amendment to The First Amended and Restated Declaration of Covenants, and Restrictions For Sunstone Homeowners Association, the First Amended and Restated Declaration Of Covenants, and Restrictions For Sunstone Homeowners Association continue in full force and effect under its original terms.

Terms not otherwise defined herein shall have the same meaning as in the First Amended and Restated Declaration Of Covenants, and Conditions and Restrictions.

All amendments stated herein shall be made effective as of Nov 7 2022.

EXECUTED AFTER PROPER ADOPTION by no less than Sixty Seven Percent (67%) of the members by its duly elected President, and attested by the Secretary and Board of Directors of Sunstone Homeowners Association, Inc. on the 7 day of Nov., 2022.

SIGNATURE LINE TO FOLLOW

Kenneth P. Cruse

Kenneth Cruse
President
Sunstone Homeowners'
Association, Inc.

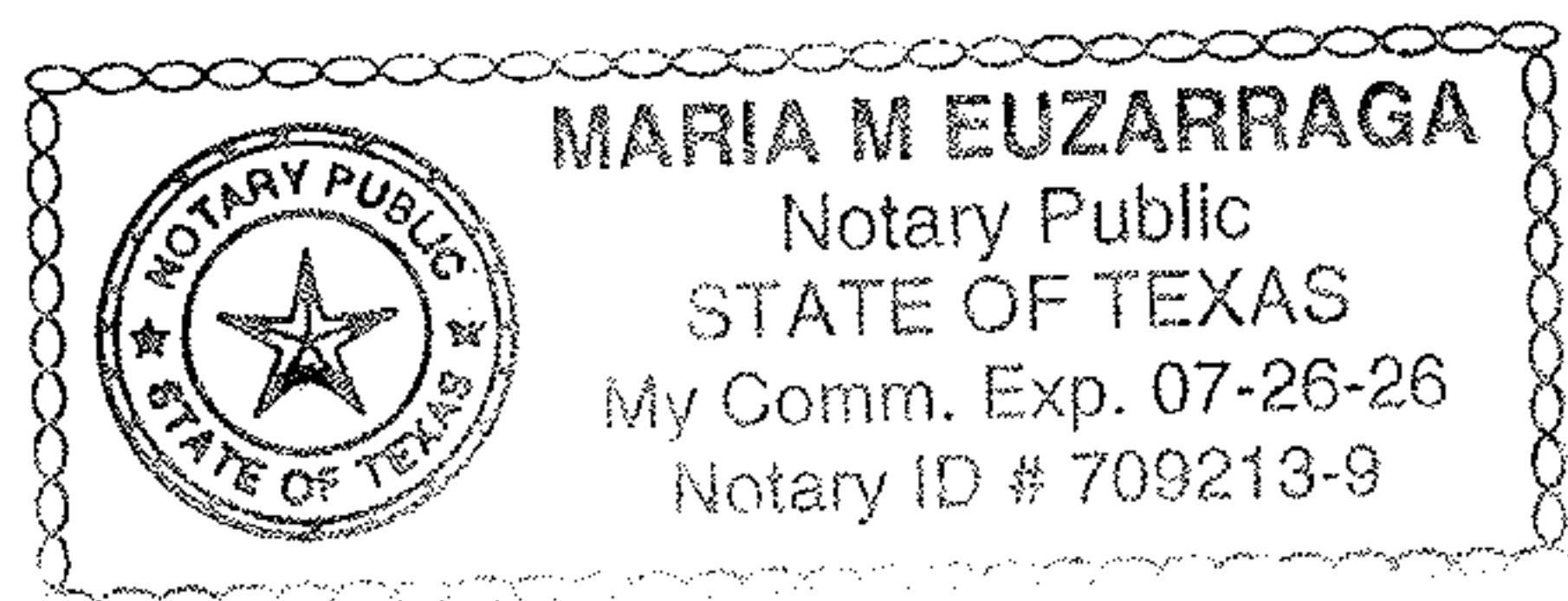
E. Missirian

Edward Missirian
Secretary
Sunstone Homeowners'
Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth Cruse, President of Sunstone Homeowners' Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said entity.

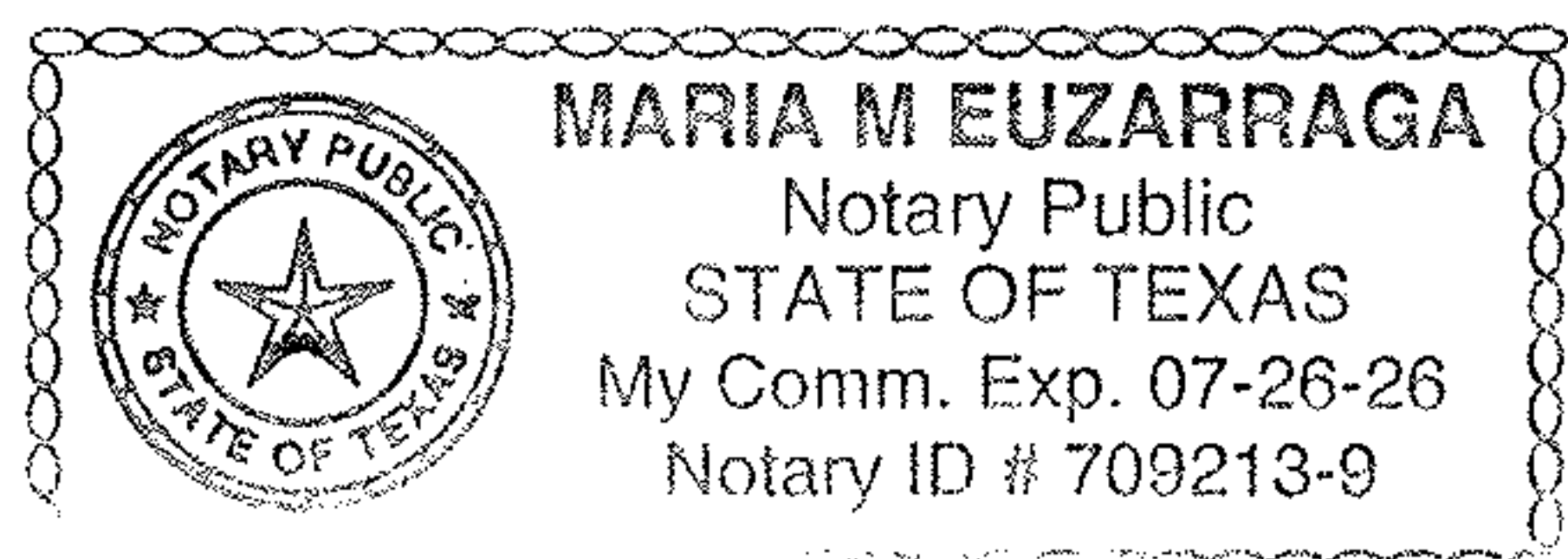
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of November, 2022.



Maria M. Euzarraga
Notary Public in and for the State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared Edward Missirian, Secretary of Sunstone Homeowners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of November, 2022.



Maria M. Euzarraga
Notary Public in and for the State of Texas

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12/19/2022 10:09 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$62.00

eRecorded

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



Delia Briones

EL PASO COUNTY, TEXAS