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**Amended and Restated
First Amendment
to Declaration of Covenants, Conditions and Restrictions
of Sunstone Addition, Replat "A"**

PRELIMINARY STATEMENTS:

A. On February 9, 1998, a First Amendment to Declaration of Covenants, Conditions and Restrictions for Sunstone Addition Replat "A" was filed of record in Volume 3307, Page 1527, Real Property Records, El Paso County, Texas (the "First Amendment").

B. It is the desire of Sunstone Homeowners' Association, Inc. to amend and restate the First Amendment thereby superceding and replacing the First Amendment.

ACCORDINGLY, the First Amendment is hereby amended and restated to read as follows:

Pursuant to Section 10.01 of the Declaration of Covenants, Conditions and Restrictions of Sunstone Addition Replat "A" of record in Volume 2882, Page 1516, Real Property Records, El Paso County, Texas (the "Declaration of Covenants, Conditions and Restrictions") which authorizes the amendment thereof upon an affirmative vote of three-fourths of the members of the association then eligible to vote, Sunstone Homeowners' Association, Inc. adopts the following amendments to the Declaration of Covenants, Conditions and Restrictions of Sunstone Addition Replat "A," an addition to the City of El Paso, El Paso County, Texas according to the plat thereof of record in Volume 70, Page 20, Plat Records of El Paso County, Texas, which shall read as follows:

1. That sentence in Section 2.03 of the Declaration of Covenants, Conditions and Restrictions, "*Classes of Membership and Voting Rights*," which reads,

"Class B Membership shall cease on consummation of the sale of eighty percent (rounded to the next whole lot) of the lots by Declarant, five years from the date on which this declaration is originally recorded, or upon Declarant's voluntary relinquishment thereof, whichever first occurs, at which time there shall be only one voting class, having the same rights of the former Class A."

SHALL BE AND IS HEREBY AMENDED TO READ AS FOLLOWS:

"Class B Membership shall cease on consummation of the sale of eighty percent (rounded to the next whole lot) of the lots by Declarant, or upon Declarant's voluntary relinquishment thereof, whichever first occurs, at which time there shall be only one voting class, having the same rights and obligations of the Class A Membership."

2. That Section 4.01 of the Declaration of Covenants, Conditions and Restrictions, "*Creation of Lien and Personal Obligation for Assessments*," SHALL

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BE AND IS HEREBY AMENDED by addition of the following sentence to the end of the paragraph:

"Resale of a lot subject to an assessment lien shall not affect the validity of said lien and the purchaser of such a lot shall take title subject to said lien."

3. That Section 4.04 of the Declaration of Covenants, Conditions and Restrictions SHALL BE AND IS HEREBY AMENDED TO READ AS FOLLOWS:

"Date of Commencement of Regular Assessments. For any lot acquired by a Class A Member, regular assessments shall commence on the first due date following the month in which such Class A Member acquires title to the lot. As for any lot owned by Declarant as a Class B Member, in that Declarant is financially responsible for operation of the Association to the extent that regular assessments are inadequate to meet operating expenses in accordance with Section 4.09 of this Declaration, no regular assessments shall be due from Declarant as a Class B Member as a result of Declarant owning title to a lot or lots. After extinguishment of the Class B Membership, the lots owned by Declarant shall be held as a Class A Member and regular assessments shall become due and owing by Declarant for each lot owned by Declarant on the first due date following the month in which the Class B Membership is extinguished."

4. That Section 4.05 of the Declaration of Covenants, Conditions and Restrictions, *"Reserve Fund,"* SHALL BE AND IS HEREBY AMENDED by addition of the following paragraph to the last paragraph in said section, which added paragraph shall read as follows:

"The reserve fund shall be further funded by Conveyance of Title assessments as provided for in Section 4.07.5 following."

5. That Section 4.06 of the Declaration of Covenants, Conditions and Restrictions SHALL BE AND IS HEREBY AMENDED TO READ AS FOLLOWS:

"Special Assessments and their Levy. The board may levy special assessments from time to time as determined by the board as being reasonably necessary for the association to meet unforeseen financial obligations, including budgetary shortfalls, provided however, a special assessment shall not be effective until approved by two-thirds voting majority of the members entitled to vote, at a meeting duly called for that purpose, written notice of which shall be sent to all owners not less than thirty days nor more than sixty days in advance of the meeting, setting forth the time, place and purpose of the meeting and special assessment.

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Special assessments to be levied on a lot owned by a Class A Member shall be levied on that lot notwithstanding that regular assessments thereon may have been temporarily suspended, partially or totally, as provided in Section 4.04."

6. That Section 4.07 of the Declaration of Covenants, Conditions and Restrictions SHALL BE AND IS HEREBY AMENDED TO READ AS FOLLOWS:

"Penalty Assessments and their Levy. The board may levy penalty assessments from time to time as determined by the board for violation of the rules and regulations of the association by the owner of a lot or the lessee, guests or invitees of that owner. Any such penalty assessment shall be levied against the lot of said owner, notwithstanding that the violation may have occurred elsewhere in the subdivision.

When the board has cause to believe that a violation has occurred, it shall notify the owner with reasonable details of the alleged violation and request that the owner appear before the board on a date and time certain, (either at the convenience of the board or the mutual convenience of the board and the owner), to show cause why a penalty assessment should not be levied. If the violation pertains to noncompliance with the design standards, the notice shall also state with reasonable specificity how the violation may be cured by the owner. At the show cause hearing, proof of the violation shall be offered and the owner, if present, shall be given an opportunity to respond.

If the board finds that a violation exists which cannot be reasonably cured, it may in its discretion give the owner a reasonable opportunity to cure the violation. If the violation is not cured within the time allowed, or if the board finds that the owner is unlikely to make a good faith effort to cure such violation because of past demonstrations of unwillingness to cooperate or to comply, the board may levy a penalty assessment. In such event the amount of the assessment shall be sufficient to deter repeat occurrences, but otherwise shall be reasonably equal to the estimated cost of correcting or curing such violation. In determining such costs, the board may seek estimates from contractors for labor, parts and materials, and may add its own reasonable administrative fees. The determination of cost of curing the violation shall be solely within the discretion of the board, which shall act in good faith. The board, however, shall not be obligated to base its penalty assessment on the lowest bid or take special effort to mitigate the amount of the penalty assessment on behalf of the owner.

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Said notice may contain the warning that prospective purchasers are strongly encouraged to contact the board for further details before entering into any contract for the purchase of that lot.

At such time that the board finds the alleged violations in question to be without merit or that the actual violations in question have been cured, the board, upon the request of the property owner, shall make such retractions or statements as necessary to inform the public that the violations or alleged violations are no longer an issue. The board, however, shall not be obligated to go beyond the steps originally taken to issue the notice. In no event shall the board, the association or its members be liable for any loss of sale of the lot in question or other loss arising from such notice, providing that such notice was issued in good faith."

10. Section 4.12, captioned "*Design and Construction Compliance Bond*," which was added to the Declaration of Covenants, Conditions and Restrictions by the First Amendment, be and is hereby deleted in its entirety.

11. That Section 5.01 of the Declaration of Covenants, Conditions and Restrictions SHALL BE AND IS HEREBY AMENDED to read as follows:

"When Due and Delinquent. An assessment shall be due at the time of its levy unless otherwise specified by the board. Any assessment shall be delinquent if not paid within fifteen days thereafter, unless otherwise specified by the board. The board may require the owner to pay a reasonable late charge for a delinquency. Any delinquency older than thirty days shall bear interest from the date due at the rate of one percent per month, but in no event in excess of the maximum rate allowed by law."

12. That Section 7.02 of the Declaration of Covenants, Conditions and Restrictions SHALL BE AND IS HEREBY AMENDED to read as follows:

"Maintenance of Front and Side Yard Landscaping as a Common Expense. Each Class A Member who is paying regular assessments hereby grants to the association the exclusive right to maintain the front and side yard landscaping on his lot if such landscaping is visible from the curb grade of Sun Point Drive from in front of the lot, as if such yards were common areas. Such landscaping shall be maintained by the association in accordance with the landscaping design or plan adopted by the committee for that purpose and shall be a common expense of the subdivision. Each Class A Member further covenants not to alter, modify, or otherwise interfere with said landscaping on his lot and grants to the association any and all easements reasonably necessary for the performance of

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such landscaping maintenance, including without limitation the right of ingress and egress.

Any Class A Member not paying regular assessments, who has constructed a new home, which is for sale and not occupied, shall receive front yard landscaping service from the association and shall pay to the association a fee equal to the cost of such services, including but not limited to water service, electrical service, gas service, telephone service, and reasonable clerical and administrative fees of the association arising from the provision of such services by the association. All such costs of service and fees shall be calculated solely by the association based on the best information reasonable available to it or estimated by the association when necessary; all such calculations and estimates shall be final unless challenged for fraud or collusion. Payment shall be made by the builder to the association promptly on demand and failure to do so may result in the association levying a penalty assessment against the Lot and the Owner of the Lot."

13. That Section 7.04 of the Declaration of Covenants, Conditions and Restrictions SHALL BE AND IS HEREBY AMENDED to read as follows:

"Maintenance of Private Security Alarm Services as a Common Expense. Each Class A Member not paying regular assessments, who has constructed a new home, which is for sale and not occupied, shall receive alarm service from the association and pay to the association a fee equal to the cost of such services, including but not limited to electrical service, telephone service, alarm service, and reasonable clerical and administrative fees of the association arising from the provision of such services by the association. All such costs of service and fees shall be calculated solely by the association based on the best information reasonably available to it or estimated by the association when necessary; all such calculations and estimates shall be final unless challenged for fraud or collusion. Payment shall be made by the builder to the association promptly on demand and failure to do so may result in the association levying a penalty assessment against the Lot and the Owner of the Lot."

14. That Section 7.11 of the Declaration of Covenants, Conditions and Restrictions, SHALL BE AND IS HEREBY AMENDED to read as follows:

"Control of Storm Water. The City of El Paso requires that the subdivision (and each lot therein) be subject to an official (perpetual and obligatory) drainage and grading plan. The drainage and grading plan for the subdivision has been approved by the City of El Paso and remains permanently on file with the City Engineer. It shall be administered by the Project Landscaper and Architectural

Design Committee for the subdivision. The grading of each lot in the subdivision shall be regulated as per Sunstone Site Work and Building Design Requirements Section 4(k). *Grading, Storm Water and Irrigation*, which may be found on page 7 of Exhibit "A" to the Declaration of the Covenants, Conditions and Restrictions for Sunstone Addition Replat "A".

No owner shall modify his lot in contravention of the drainage and grading plan, or otherwise interfere with the engineered drainage patterns contained in such plan, which provides that normal rainfall and normal irrigation water on a lot must drain off the lot either onto common areas at the rear of Lots 1 through 18 or onto the utility easement areas on the front of each lot. These utility easement areas on the front of each lot shall contain shallow swales and small ponds which shall be interconnected from lot to lot by small culverts placed under driveways and sidewalks, and the water from this interconnected system shall be discharged onto Sun Point Lane solely from or at Lots 2, 3, 18, 19 and 32.

It shall be the responsibility of the owner of each Lot in Sunstone Addition Replat "A" to ensure that the home thereon has been designed and constructed so that all floor elevations will be set high enough to avoid damage from normal storm water amounts and normal irrigation water amounts occurring on the lot.

Each building constructed on a zero lot line must be designed and constructed so that rainfall onto such building's roof is channeled through gutters and downspouts onto the building's lot and not be allowed to spill across the zero lot line. The design of such gutters and downspouts shall be submitted to the Architectural Design Committee for their approval prior to construction."

15. That the portion of Section 8.02 of the Declaration of Covenants, Conditions and Restrictions captioned "Signs" SHALL BE AND IS HEREBY AMENDED to read as follows:

"No signs shall be permitted in the subdivision right of way or common areas except for one or more permanent signs identifying the subdivision placed at or near entrances to the subdivision. No signs shall be permitted in the privately owned remainder of the subdivision, except as follows:

a. A builder of a new home may place one 24 inch by 36 inch double sided "For Sale" sign (and its support) on that lot.

b. An owner of a preexisting home may place one 24 inch by 36 inch double sided "For Sale" sign (and its support) on that lot so long as less than 75% of the lots are owner occupied.

The preceding notwithstanding, small, portable "Open House" advertising signs (with or without directional arrows) as commonly used in the real estate sales industry may be placed in the subdivision while a model home or resale home is actually open for viewing, but must be removed daily after viewing hours."

16. That the Declaration of Covenants, Conditions and Restrictions SHALL BE AND IS HEREBY AMENDED by inserting a new section, identified as Section 8.04, which paragraph shall read as follows:

"House Address Numbers. Each house shall be made easily identifiable from the street on which it fronts by prominently displaying the appropriate house numbers thereto, on the building facade near the front entry door. The design, appearance and materials of fabrication for said numbers shall be subject to the prior approval of the design committee."

17. That the Declaration of Covenants, Conditions and Restrictions SHALL BE AND IS HEREBY AMENDED by inserting a new section, identified as Section 8.05, which paragraph shall read as follows:

"Retaining Walls and French Drains Required Prior to Foundations. Any lot which requires one or more retaining walls for lateral support and or French drains for drainage must have all such retaining walls and drains installed before the plumbing rough-in and foundation of any building are commenced on that lot."

18. That Section 9.04 of the Declaration of Covenants, Conditions and Restrictions SHALL BE AND IS HEREBY AMENDED TO READ AS FOLLOWS:

"Sale or Disposal of Common Areas and Common Area Facilities. Whenever the Association determines that it would be in the best interest of the Association, when approved by two-thirds of the votes cast by those members then eligible to vote, the board may authorize the Association to sell or otherwise dispose of any Common Area or Common Area Facility."

19. That Section 4B, "Rock Walls" of Exhibit "A" to the said Declaration of Covenants, Conditions and Restrictions, which exhibit is further identified as "Site Work and Building Design Requirements," SHALL BE AND IS HEREBY AMENDED by adding the following sentences to the end of the section:

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"All rock and stone walls that can be seen from any street, any lot from within the subdivision or from any common area within the subdivision shall generally be run level. If a grade change is required, the walls, planters, etc. shall follow a stairstep pattern up or down. All rock and stone walls shall be capped by a *Yucatan Light*" brick manufactured by Ladros De Mexico and available through Del Norte Masonry (915) 584-4453 or E. F. Building Materials (915) 593-1301."

20. That Section 4C, "*Street Lighting and Exterior Bracket Type Lighting*," of Exhibit A to the said Declaration of Covenants, Conditions and Restrictions, which exhibit is further identified as "Site Work and Building Design Requirements," SHALL BE AND IS HEREBY AMENDED to correct "9 volt" to read "9 watt."

21. That Section 4H, "*Fences, Hedges, Privacy Garden & Retaining Walls*," of Exhibit "A" to the said Declaration of Covenants, Conditions and Restrictions, which exhibit is further identified as "Site Work and Building Design Requirements," SHALL BE AND IS HEREBY AMENDED by deleting the sentence therein, which reads as follows:

"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."

"The Owner of each Lot is required to construct a combination of stone and brick planters and walls or stucco, stone and brick planters and walls to create a front courtyard. The design, location and placement of these walls and planters shall be subject to the prior approval of the Project Landscaper and the Architectural Design Committee."

22. That Section 4K, "*Grading, Storm Water and Irrigation*," of Exhibit "A" to the said Declaration of Covenants, Conditions and Restrictions, which exhibit is further identified as "Site Work and Building Design Requirements," SHALL BE AND IS HEREBY AMENDED by adding a subsection (6) which shall read as follows:

"(6) Each Lot in the subdivision has a large diameter, high pressure water line and low voltage control wires buried just behind and just below the curb. Additionally, each Lot has one or more ball vales for water used by the association for maintaining the common landscape for that Lot. The builder, owner and all subsequent owners of each Lot shall be responsible for any property damage, personal injury or death arising directly or indirectly from failure to observe the location of those waterlines, electrical control wires and ball

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valves, including but not limited to when constructing driveways or sidewalks.

Every time excavation or construction is performed in or over this area, the waterline and electrical control wire shall be encased (sleeved) in a 4-inch minimum diameter Schedule 40 PVC straight pipe, with the sleeve extending a minimum of one foot past the disturbed construction area. If the sleeve must be cut to permit installation over the waterline and electrical control wires, the cut must be on one side only, in a clam shell fashion, and the cut shall then be sealed to prevent dirt and foreign matter from entering. When driveway or sidewalk construction will occur over the area containing the waterline and electrical control wire, the Owner of the Lot shall first install (for future use) parallel to said lines, an additional 4-inch minimum diameter Schedule 40 PVC straight pipe containing a 1/8 inch polypropylene pull string running its full length. The location of both PVC pipes shall then be marked with safety tape.

The owner shall be responsible for keeping the sleeve and additional PVC pipe clear and for assuring easy passage of pipe up to 3 inches in diameter for maintenance under construction crossings. Driveways and sidewalks shall not be constructed over the ball valves, and if driveways and sidewalks cannot be situated to avoid the ball valves, the ball valves must be relocated at the builder's or Owner's expense. Any required access to the high pressure water lines, which access points are in driveway or walks will require as a minimum a highway rated 12" by 24" concrete vault with steel lid capable of supporting a 10,000 axle load, i.e. a 10,000 pound rated box."

23. That Exhibit "A" to the said Declaration of Covenants, Conditions and Restrictions, which exhibit is further identified as "Site Work and Building Design Requirements" SHALL BE AND IS HEREBY AMENDED by adding a new subsection (3) to Section 4L, "*Setback Lines*," which shall read as follows:

"(3) Retaining Wall Setbacks:

a) Rear Yard Restrictions-Lots 1 through 18: An eight foot (8") minimum rear yard setback shall be required between any residence or swimming pool and any stone retaining wall built by the Developer.

b) Side Yard Restrictions-Lots 1, 7, 8, 16, 18 and 19: An eight foot (8") minimum side yard setback shall be required between any residence or swimming pool and any stone retaining wall built by the Developer.

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c) For the purpose of this subsections a) and b), the limits of a residence shall be understood to mean the foot-print of the building as described by its outer load-bearing walls, plus any porch or patio slabs that are integral to the building foundation (as opposed to poured separate from the main residence building slab and not used for heated and cooled space).

d) Variances: Except for swimming pools, any structure not integral to the residence foundation, such as covered or open patios, porches, decks, portable storage buildings, portable spas, gazebos, etc. may be constructed in the required yard setback if approved by the Architectural Design Committee for both design and construction.

e) Liability: the builder, owner and all subsequent owners of any structure built within the required yard setbacks hereby agree to protect, indemnify and hold harmless the Architectural Design Committee, the association, its trustees, officers, directors, employees and agents, and all property owners in the subdivision, their invitees and guests, from any property loss, personal injury or death arising directly or indirectly from structures built into the required yard setbacks, including but not limited to loss of the structure resulting from its removal to permit reconstruction or repair of the rock wall.

24. Attachment "A" to the Declaration of Covenants, Conditions and Restrictions for Block 1, Sunstone Addition, entitled "*Site Work and Building Design Requirements*" is superceded and replaced by Exhibit "A" attached hereto .

Paragraph 1 of this Amended and Restated First Amendment to Declaration of Covenants, Conditions and Restrictions of Sunstone Addition, Replat "A" shall be made effective retroactive to the date of filing of the Declaration of Covenants, Conditions and Restrictions, all other paragraphs shall be made effective as of February 9, 1998.



President
Sunstone Homeowners' Association, Inc.

ATTACHMENT "A" TO THE SITEWORK & BUILDING DESIGN REQUIREMENTS

**Plan & Specification Submittal Check List
for
Sunstone Subdivision**

Design Committee Representative:
Sandy Boswell 584-0287
David Dodge 584-5393
Janis Robertson-Paul 585-2002

Every Set of Plans submitted to the Design Committee must be accompanied by completed copy of this check list:

Date: _____ Name of Plan: _____

Lot Address: Sunpoint Lane Lot Number: _____ Block Number: _____

Name of Owner: _____

Owners Address: _____ Phone No. _____

Name of Builder: _____

Builders Address: _____ Phone No. _____

Name of Designer: _____

Designers Address: _____ Phone No. _____

This check list is designed to help the owner, builder and designer to construct quality residences through the use of better materials and construction procedures while allowing design flexibility for homes that are complimentary to each other and will contribute to the appreciation of values in Sunstone.

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PLANNING DEPARTMENT
CITY OF SUNSTONE
JAN 11 2005

I. Rock Walls:

1. Will your rock walls match the color, texture and style of the masonry in the Sunstone entry gates? _____

II. Street lights:

1. How many exterior bracket light fixtures will be installed on the front of structure? _____

2. Will all of your front exterior bracket fixtures be of the "Vienna Sconce" variety? _____

III. Address Numbers:

Will you use only the approved address numbers listed in the Site Work & Building Design Requirements? _____

IV. Site Coverage:

Will you be requesting a variance to exceed the 75 % coverage limitation? _____

V. Utility Services:

Will all utilities and internal services within your lot be installed underground? _____

VI. Site Lines:

Will all structures and landscaping meet the Site Line and Visibility requirements? _____

VII. Fences, Hedges, Privacy Garden & Retaining Walls;

A. Do your plans show the location of all fences, hedges, garden walls, etc.? _____

B. What type of materials will be used in fences & walls? _____

C. Will your stone walls meet the color, texture & style of the masonry in the Sunstone entry gates? _____

VIII.. Landscaping:

A. When will your front yard landscaping be finished? _____ / _____ / _____

B. When will your side & rear yard landscaping be finished? _____ / _____ / _____

C. Are you planning desert landscaping? _____

D. How much desert landscaping? (% of heated area) _____

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5556575859
6061626364
6566676869
7071727374
7576777879
8081828384
8586878889
9091929394
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X. Street Access:

- A. Where will your lot access the street? _____

XI. Grading, Storm Water & Irrigation:

- A. Will you construct 2 depressions on your lot to reduce run off? _____
- B. Are you building on lots 1 thru 18? _____. Are you including 2 sprinkler heads for canyon rim area irrigation? _____
- C. Are you using culverts under drives & walks? _____
- D. Does your lot require special moisture proofing or drainage to prevent water damage to your property or your neighbors property? _____ (See ATTACHMENT "C")

XII. Set Back Lines:

- A. Driveways: Does your garage have a minimum driveway length of 20'-0" measured by the center line of a 2 car driveway? _____
- B. Front and Streets: Are you required to use a front & rear street setback requirement of 10'-0" for 1 story setback or 12'-0" for 2 story setback? (Note: this requirement also applies to neighboring properties outside the Sunstone subdivision, see Zoning Ordinance)
1. ____ 1 story (10'-0") Setback requirements.
 2. ____ 2 story (12'-0") Setback requirements.
 3. ____ a combination of 1 story (10'-0") & 2 story (12'-0") requirements.
- C. Side Yard: Are you maintaining the minimum 10'-0" sideyard setback requirement? _____ (See Zoning Ordinance for additional information)
- D. Retaining Wall: Are you maintaining the minimum retaining wall setbacks as required by Section 4L. (3) of Exhibit "A" to the Declaration of Covenants, Conditions and Restrictions of Block 1, Sunstone Addition, entitled "Site Work and Building Design Requirements"? _____

XIII. Minimum Square Footages:

- A. Have you met minimum Sq. Ft. requirements of 1,760 sq. ft. heated and cooled area?

XIV. Garage Size & Design:

- A. Are your building the required 2 car garage? _____

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1. Have you designed a carport? _____

XV. Height Limitations:

What is the height of your structure? _____

XVI. Utility screening & Enclosures:

A. Have you included a utility screen or closet in your design? _____

B. Do your plans show where & how? _____

XVII. Trash enclosures:

A. Have you included a trash enclosure or closet in your design? _____

B. Do your plans show where & how? _____

XVIII. Roofing & Roof Design:

A. How much of your roof is 5" in 10'-0" or less? _____ % of total

B. How much of your roof is 3.5"/12" or greater? _____ % of total

C. What type of roofing material is to be used?

1. Pitched Roof

Mfg. _____ Style. _____ Color _____

2. Semi-Flat Roof

Mfg. _____ Style. _____ Color _____

XIX. Mechanical Equipment, Vents, Chimneys, Skylights & Solar Collectors:

A. Will all mechanical equipment, vents, skylights, solar collectors, etc. be screened from streets and all lots in Sunstone? _____. Do your drawings include details showing how? _____

B. Are you using roof mounted mechanical equipment, skylights, or solar collectors?

C. Will all roof mounted skylights, solar collectors and mechanical equipment be screened?

Do your drawings include details showing how? _____

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D. Will the plumbing vents be joined together to minimize roof penetrations, then be screened and placed in chimney like chases? _____

E. Do your Elevations, Roof plan & Site plan show where equipment, vents, chimneys, skylights, solar collectors, etc. are located?

Exterior Elevations _____

Roof Plan _____

Site Plan _____

XX. Color Coordination:

A. Are you using approved Sunstone colors? _____

XXI. Exterior Materials:

	<u>Type</u>	<u>Style</u>	<u>Color</u>	<u>Mfg.</u>
A. Roofing:				
1. Pitched Roof	_____	_____	_____	_____
2. Semi-flat	_____	_____	_____	_____
B. Wall Materials:				
1. Stucco	_____	_____	_____	<u>Hanley</u>
C. Wall Trim materials				
1. Stone	_____	_____	_____	_____
2. Precast Concrete	_____	_____	_____	<u>Hanley</u>
3. Brick	_____	_____	_____	<u>Hanley</u>
4. Slump or Mission Stone	_____	_____	_____	<u>Hanley</u>
5. Stucco	_____	_____	_____	<u>Hanley</u>
6. Siding	_____	_____	_____	<u>Hanley</u>
7. Other	_____	_____	_____	<u>Hanley</u>

Samples may be required to check conformity of color & texture

D. Exterior Facia, & Soffit Trim Materials (Facia. & Soffits)

Is the facia & trim material use of a reduces maintenance or maintenance free design?

	<u>Type</u>	<u>Style</u>	<u>Color</u>	<u>Mfg.</u>
1. Facia	_____	_____	_____	<u>Hanley</u>
2. Soffit	_____	_____	_____	<u>Hanley</u>
3. Flashing	_____	_____	_____	<u>Hanley</u>
4. Other	_____	_____	_____	<u>Hanley</u>

UTAH COUNTY RECORDS

04/24/14 09:02:02 14/07/14

RETURN TO:
Chris A. Paul
Kemp Smith, P.C.
221 North Kansas, Suite 1700
El Paso, Texas 79901-1441

Pages 19
pages 18
8/6/2002 03:17 PM
Filed & recorded in
Official Records of
EL PASO COUNTY,
HECTOR ERIVIMIZ, JR
COUNTY CLERK
8228 343.05

ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR
OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
STATE OF TEXAS COUNTY OF EL PASO

I hereby certify that this instrument was filed on the date and time stamped
herein by me and was duly recorded in the volume and page of the Official
Public Record of Real Property El Paso County.



EL PASO COUNTY, TEXAS
AUG 26 2002

14 *[Signature]*

END OF
INSTRUMENT