

**SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF SUNSTONE ADDITION, REPLAT "A"**

At a Special Meeting of the Members of Sunstone Homeowners Association, Inc. held on April 8, 2017 by a vote of 75% of the members, pursuant to Article X, Section 10.01 of 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 "Declaration"), the following amendments were adopted:

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

**Section 6.05 Construction Requirements.** All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all landscaping in front yards and side yards shall be completed no later than one hundred eighty (180) days following commencement of construction, and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings, and doors completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed no later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

That section 8.02 "Commercial Uses" is deleted in its entirety and replaced as follows:

**Single Family Residential Use.** Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Owner or other occupant shall use or occupy his Lot, or permit the same, or any part thereof to be used or occupied for any purpose other than as a private single family residence for the Owner or his tenant and their families. As used herein the term "Single Family Residential Purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments, garage apartments, other apartment use, or group or communal housing. No Lot shall be used or occupied for any business, commercial, trade, or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not.

The Declaration is hereby amended by inserting a new section, identified as Section 8.04, which paragraph shall read as follows:

**Section 8.04 Temporary and Other Structures.** No structure of a temporary character, trailer, mobile, modular or prefabricated home, tent, shack,

barn, or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently and no residence house, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location.

That section 8.02 "General Nuisances" is deleted in its entirety and replaced as follows:

**General Nuisances.** No noxious or offensive activity shall be carried on or permitted upon any Lot or upon the Common Facilities, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. No trucks larger than three-quarters of a ton, motor vehicles not currently licensed, boats, trailers, campers, motor or mobile homes or other vehicles shall be permitted to be parked on any Lot, except in a closed garage. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or any part of the Common Facilities. The use or discharge of firearms, firecrackers, or other fireworks in the Properties is prohibited. No motor bikes, motorcycles, motor scooters, "go-carts", or other similar vehicles shall be permitted to be operated on any Lots or on any Common Areas if, in the sole judgment of the Board of Trustees of the Association such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance. The Board of Trustees of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or annoyance.

The Declaration is hereby amended by inserting a new section, identified as Section 8.05, which paragraph shall read as follows:

**Section 8.05 Enforcement.** The Association, as a common expense to be paid out of the Maintenance Fund, or any Owner at his own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, rules and regulations, liens, charges, assessments, and all other provisions set out in this Amendment or the Declaration. Failure of the Association or of any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default. The City of El Paso shall have a like right of enforcement under this Section. The prevailing party in any enforcement action shall be entitled to recover his costs, including reasonable attorney's fees.

Without liability to any person, the Association may enter any Lot and exercise self-help to remove or cure any violating condition or to abate a violation of the Declaration, the Articles of Incorporation of the Association, the Bylaws and all rules and regulations promulgated by the Association.

The Declaration is hereby amended by inserting a new section, identified as Section 8.06, which paragraph shall read as follows:

**Section 8.06 Resubdivision.** No Lot or Lots may be resubdivided into a greater number of Lots. Any number of Lots may, however, be resubdivided into a lesser number of Lots so long as none of the resulting Lots is smaller than the Lots resubdivided. Nothing herein would be deemed to prohibit a replat as otherwise contemplated in this Declaration.

The Declaration is hereby amended by inserting a new section, identified as Section 8.07, which paragraph shall read as follows:

**Section 8.07 Rules.** The Board of Directors of the Association may adopt rules and modify or rescind existing rules that do not conflict with law, the Declaration, the Articles of Incorporation, Bylaws, and/or standards of the Architectural Control Committee.

The Declaration is hereby amended by inserting a new section, identified as Section 8.08, which paragraph shall read as follows:

**Section 8.08 Acceptance of Governing Rules.** The Association, all present or future Owners, tenants or future tenants, or any other persons using facilities of the Property are subject to and shall comply with the Declaration, the Articles of Incorporation of the Association, the Bylaws and all rules and regulations promulgated by the Association and pursuant to the Declaration. The acquisition, occupancy, or rental of a Lot shall signify that all such owners, tenants, and/or occupants are familiar with the Declaration, the Articles of Incorporation of the Association, the Bylaws and all rules and regulations promulgated by the Association. The documents shall govern or control in the following order preference: (i) this Declaration; (ii) the Articles; (iii) The Bylaws; and (iv) the Rules and Regulations.

The Declaration is hereby amended by inserting a new section, identified as Section 8.09, which paragraph shall read as follows:

**Section 8.09 Fines for Violations.** The Association may assess fines for violations of the Declaration, the Articles of Incorporation of the Association, the Bylaws, any and all rules and regulations promulgated by the Association, and/or any construction guidelines established by the Architectural Control Committee, other than nonpayment or delinquency in assessments, in amounts to be set by the Board of Trustees, which fines shall be secured by the continuing assessment lien set out in this Declaration.

All amendments stated herein shall be made effective as of April 8, 2017.



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Official Records of  
El Paso County  
Dalia Briones  
County Clerk  
Fees \$38.00

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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 Official Public Records of Real Property in El Paso County.



EL PASO COUNTY, TEXAS

*Dalia Briones*