

**FIRST AMENDMENT TO THE FIRST AMENDED AND  
RESTATED DECLARATION OF COVENANTS,  
AND RESTRICTIONS FOR COPPERFIELD TOWNHOMES  
(A TOWNHOME SUBDIVISION)**

At an Annual Meeting of the Members of Copperfield Townhomes Homeowner's Association held on February 6, 2020 by a vote of no less than Three Fourths (3/4ths) of the members, pursuant to Article XII, Section 12.03 of the First Amended and Restated Declaration Of Covenants, And Restrictions For Copperfield Townhomes, recorded under Book 17\_\_3, Page 1130, Real Property Records of El Paso County (the "Covenants"), the following amendments were adopted:

1. Article IX, Sections 9.01 and 9.02 are deleted and replaced with the following:

**ARTICLE IX  
Maintenance and Repairs**

Section 9.01. By the Owners. It shall be the duty, responsibility and Obligation of each Owner at his own cost and expense to care for the exterior and interior of his Townhouse and improvements on his Lot, including but not limited to the roof, skylights, gutters, siding, doors, garage doors, gates, wrought iron, rear fencing, entry doors, garage doors, air conditioning and heating equipment, light fixtures attached to the unit, the glass of the windows situated on the exterior of the unit, and the fixtures, appliances, equipment and other appurtenances thereto. The Association shall have no duty or obligation to any Owner in this regard. Each Owner of a Townhouse shall furnish and be responsible for, at his own expense all of the maintenance and repairs necessary to keep the Townhouse at all times, in good condition and repair consistent with reasonable maintenance standards and guidelines adopted by the Association and standards associated with first-quality townhome, residential complexes. All such maintenance, repairs or replacements shall be equal in quality to the original work and materials of the Townhouse and shall be performed in compliance with the rules and regulations of the Association and all governmental laws, ordinances, orders and requirements. Prior to the replacement of any portion of any Owner's roof, each owner shall submit a sample of the roof material to be used to the Architectural Control Committee.

Section 9.02. By the Association. The Association, as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair the following: (I) Common Properties and Common Facilities and all parts thereof, including, but not limited to, the Sidewalks, Private Streets and Drives, landscaping, waterscaping, lawns, parking areas, buildings (if any), gazebos, common exterior lighting systems and other improvements and the utility facilities, if any, owned by the Association. Additionally, the Association shall have the authority, but not the obligation, to maintain and repair any Townhouse, at the expense of the Owner thereof, if the Board determines that the Townhouse is not in good condition or repair, or that the Townhouse's Owner has not properly maintained the Townhouse consistent with the reasonable maintenance standards or guidelines adopted by the Board or standards generally associated with first-quality residential townhouse subdivisions, or as otherwise required in this Declaration. If the Board elects to exercise the authority conferred herein, it shall, except in the case of an emergency, give written

notice to the Owner of the Townhouse stating (i) that the Owner has failed to properly maintain the Townhouse or comply with the maintenance standards or guidelines, and describing with reasonable specificity the particular conditions or violations which the Board has determined to exist; (ii) a reasonable period of time (but not less than thirty (30) days after giving of notice) within which the Owner must correct or cure the specified conditions or violations; and (iii) the intention of the Board, if such conditions or violations are not timely corrected or cured, to exercise its rights and authority pursuant hereto and to perform, or cause to be performed, at the Owners expense, such maintenance or repair of or to the Townhouse as the Board, in its sole discretion, deems necessary. All of the costs and expenses incurred by the Association in connection with such maintenance or repair, plus an additional 15% shall be deemed to be an Assessment as provided herein and payable by the Townhouse's Owner promptly upon demand by the Association. Such Assessment shall be secured by the lien provided for in this Declaration. Solely for the foregoing purposes and after expiration of the 30-day notice period prescribed above, the Association is granted a reasonable right of entry unto the Lots and into the Townhouses, provided such entry is made during reasonable times, in a peaceful and lawful manner, and after reasonable notice to the Owner of the reasonable time during which the Association intends to perform such corrective work. Notwithstanding the foregoing, the Association is granted a reasonable right of entry unto the Lots and into the Townhouses without a 30-day notice requirement, in cases where the Association, in its sole and exclusive discretion, determines that an emergency exists.

Notwithstanding anything contained herein to the contrary or past course of action, the Association will no longer be obligated or responsible for maintaining, repairing, painting and/or replacing the any of the following items: air conditioning and heating equipment, the glass of the windows situated on the exterior of the unit, roofing, gutters, siding, rear fencing, wrought iron, entry doors, garage doors, and/or light fixtures attached to any dwelling. Owners are required to obtain approval from the Architectural Control Committee before undertaking any painting or alterations to the exterior of any structure or other improvements as required by Article VI of the Covenants.

2. Except as amended by this First Amendment to The First Amended and Restated Declaration of Covenants, and Restrictions For Copperfield Townhomes, the First Amended and Restated Declaration Of Covenants, and Restrictions For Copperfield Townhomes shall continue in full force and effect under its original terms.
4. Terms not otherwise defined herein shall have the same meaning as in the First Amended and Restated Declaration Of Covenants, and Restrictions For Copperfield Townhomes
5. All amendments stated herein shall be made effective as of March 1, 2020.

EXECUTED AFTER PROPER ADOPTION by no less than Three Fourths (3/4ths ) of the members by its duly elected President, and attested by the Secretary and Board of Directors of Copperfield Townhomes Homeowner's Association on the 6<sup>th</sup> day of FEBRUARY, 2020.

**SIGNATURE LINE TO FOLLOW**

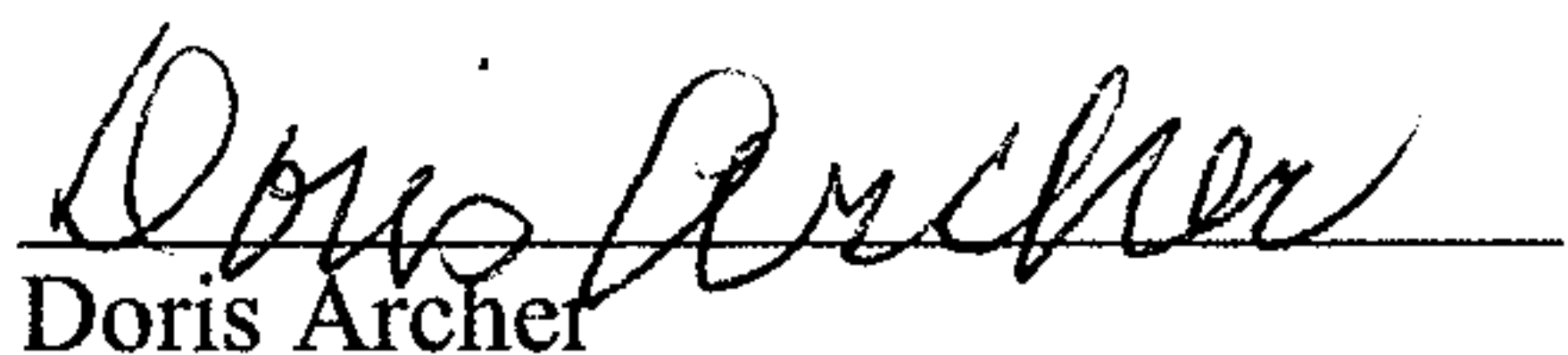




Bill Dahlberg  
President  
Copperfield Townhomes  
Homeowner's Association



Leon Gluck  
Vice President  
Copperfield Townhomes  
Homeowner's Association

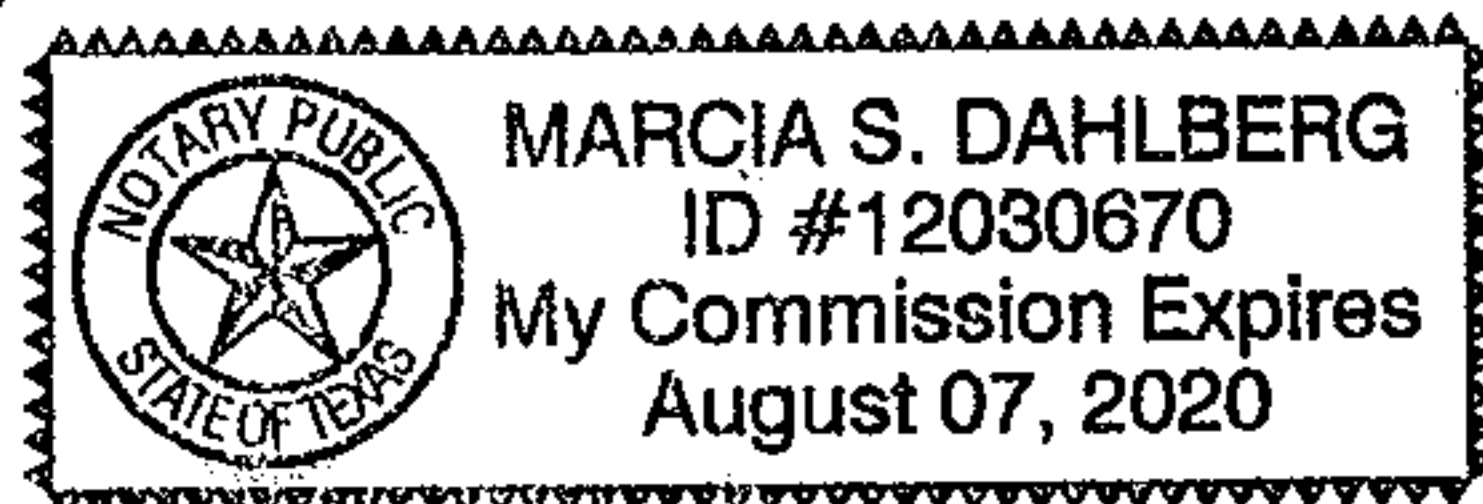


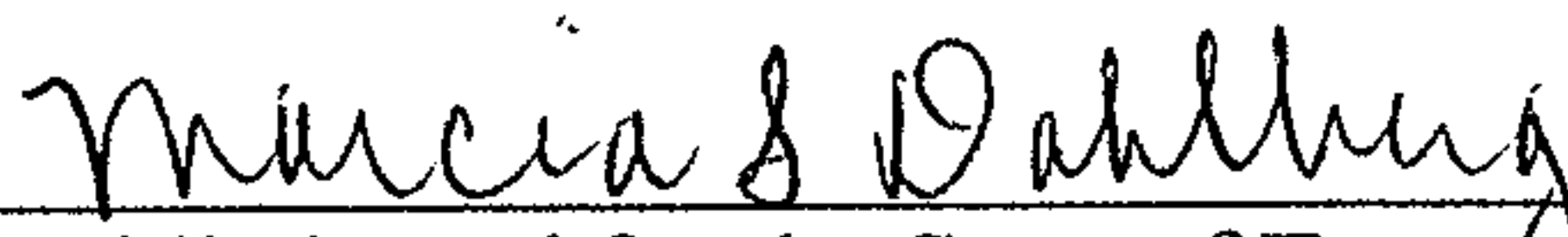
Doris Archer  
Secretary  
Copperfield Townhomes  
Homeowner's Association

STATE OF TEXAS           §  
  §  
COUNTY OF EL PASO   §

BEFORE ME, the undersigned authority, on this day personally appeared Bill Dahlberg, President of Copperfield Townhomes Homeowner's Association 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.

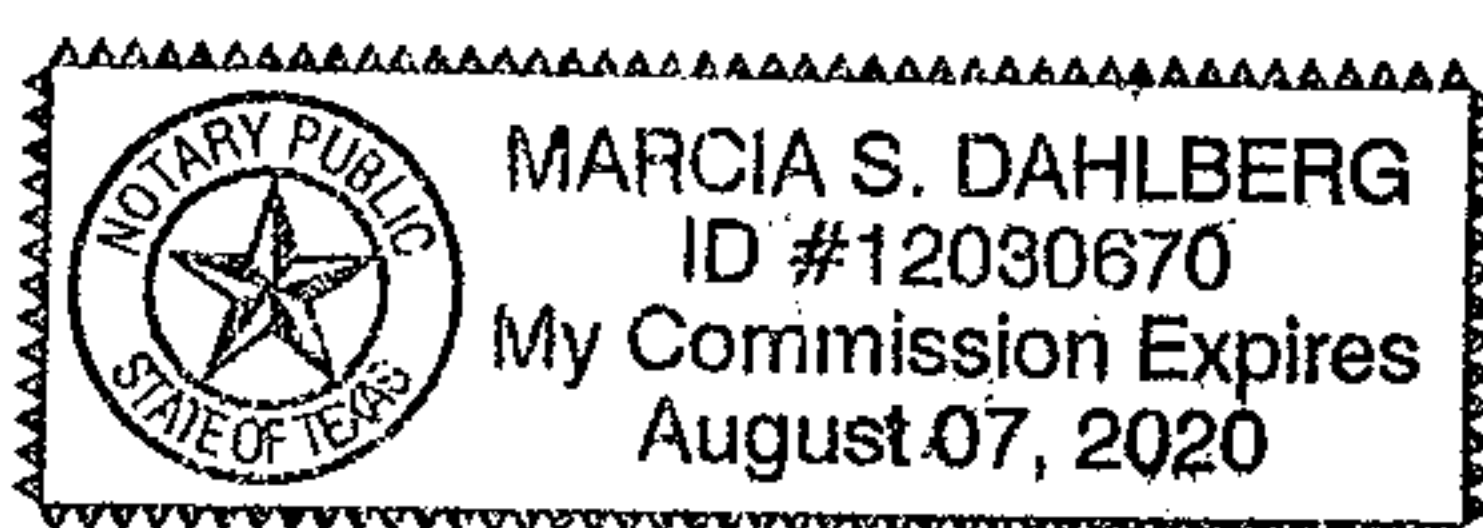
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27<sup>th</sup> day of February 2020.

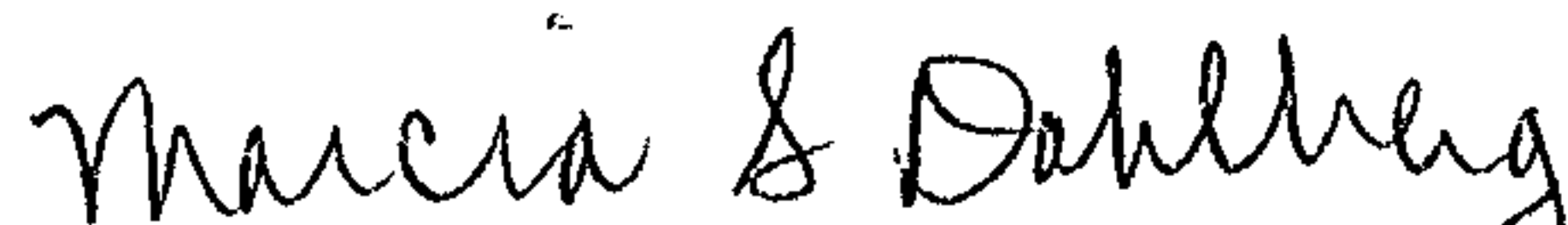


  
Notary Public in and for the State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared ~~Louise Rice~~ <sup>Leon Gluck</sup>, Vice President of Copperfield Townhomes Homeowner's Association 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.

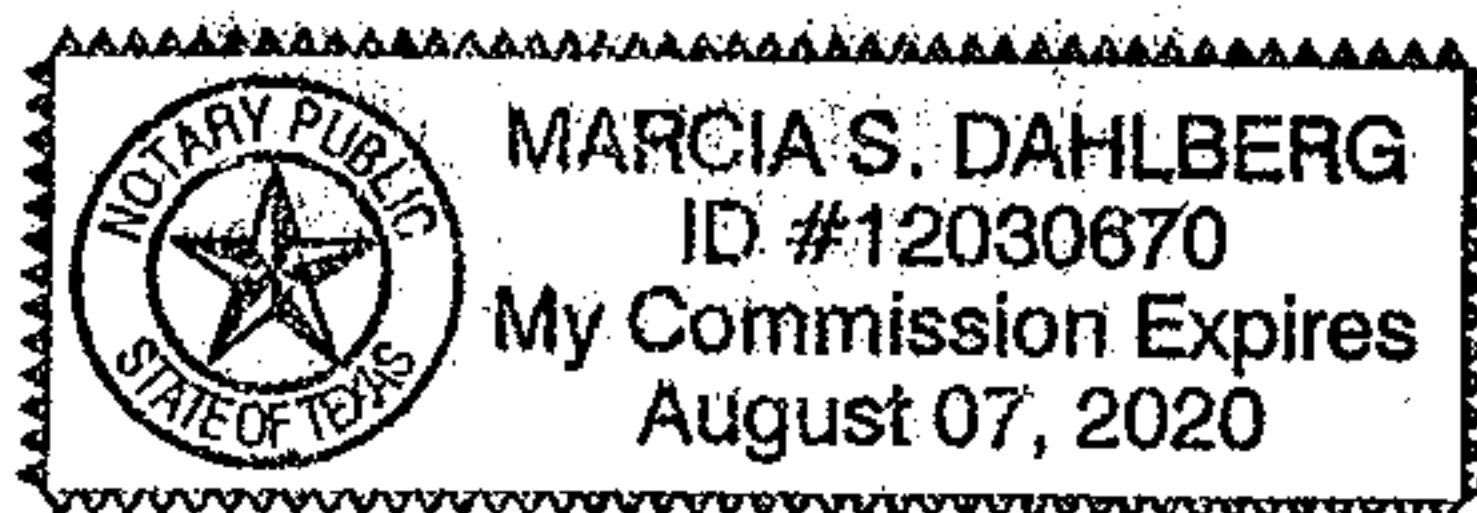
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27<sup>th</sup> day of February 2020.



  
Notary Public in and for the State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared Doris Archer, Vice President of Copperfield Townhomes Homeowner's Association 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 27<sup>th</sup> day of February 2020.



Marcia S. Dahlberg  
Notary Public in and for the State of Texas

Doc # 20200018114  
#Pages 4 #NFPages 1  
03/02/2020 03:51 PM  
Filed & Recorded in  
Official Records of  
El Paso County  
Delia Briones  
County Clerk  
Fees \$38.00

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