

**FIRST AMENDMENT TO THE MASTER DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR OCOTILLO ESTATES UNITS TWO**

At an Annual Meeting of the Members of Ocotillo Estates Units Two Owners Association, Inc. held on March 28th, 2025 by a vote of no less than Sixty-Seven Percent (67%) of the members, pursuant to Article IX, Section 9.01 of the Master Declaration Of Covenants, Conditions, And Restrictions Ocotillo Estates Units Two recorded under Document No. 20070034186, Real Property Records of El Paso County, Texas (the "Covenants"), the following amendments were adopted:

1. Article VIII, is amended and the following Section 8.19, 8.20, 8.21 are added:

Section 8.19. Short-Term Lease Restriction Clause

To maintain the residential character and stability of our community, the leasing or renting of any unit or property within the Ocotillo Estates Unit Two is subject to the following restrictions:

1. **Minimum Lease Term:** No unit or property shall be leased or rented for a term of less than twelve (12) months. Short-term rentals, including but not limited to those arranged through platforms such as Airbnb, VRBO, or similar services, are strictly prohibited.
2. **Lease Agreement Requirements:** All lease agreements must be in writing. Prior to the commencement of the lease term, the first page of the lease agreement, which identifies the tenants, along with the portion of the agreement that specifies the lease term as 12 months or longer, must be provided to the Ocotillo Estate Unit Two Board of Directors.
3. **Occupancy and Use:** Subleasing or assignment of the lease is not permitted without prior written consent from the Ocotillo Estates Unit Two Board of Directors.
4. **Enforcement and Penalties:** Any violation of this clause shall be subject to enforcement actions, including but not limited to fines, legal action, and other remedies as deemed appropriate by the Ocotillo Estates Unit Two Board of Directors.
5. **Exceptions:** The Ocotillo Estates Unit Two Board of Directors may grant exceptions to this restriction in cases of hardship or other extenuating circumstances, at their sole discretion.

Section 8.20. Home-Based Business Restriction Clause

To preserve the residential character and tranquility of our community, the operation of home-based businesses within the Ocotillo Estates Unit Two is subject to the following restrictions:

1. **Prohibited Activities:** The following types of home-based businesses are prohibited:
 - Businesses that generate excessive noise, odors, or vibrations that can be detected beyond the property lines.
 - Businesses that cause significant street traffic, parking congestion, or excessive delivery disruptions.
 - Businesses that involve the use, storage, or disposal of hazardous materials.
 - Businesses that operate as storage facilities or warehouses.

2. **Permitted Activities:** Home-based businesses that maintain the residential character of the community are allowed. This includes, but is not limited to, remote work, freelance activities, and other 1099 businesses, provided they do not involve excessive deliveries, client visits that could pose safety concerns, or any of the prohibited activities listed above.
3. **Compliance with Laws:** All home-based businesses must comply with local, state, and federal laws and regulations, including zoning ordinances and health and safety codes.
4. **Enforcement and Penalties:** Any violation of this clause shall be subject to enforcement actions, including but not limited to fines, legal action, and other remedies as deemed appropriate by the Ocotillo Estates Unit Two Board of Directors.
5. **Exceptions:** The Ocotillo Estates Unit Two Board of Directors may grant exceptions to this restriction in cases of hardship or other extenuating circumstances, at their sole discretion.

8.21. Vehicle Parking Restriction Clause

1. **Max Allowed:** No more than five (5) vehicles may be parked on any driveway at any one time.
2. **Exceptions:** Exceptions are granted for social gatherings and holidays.
3. **Social Gathering Notification:** To ensure the safety and accessibility of our community, residents are requested to notify their neighbors in advance of any large social gatherings. Due to limited street parking, residents should advise their guests to park on one side of the street to avoid blocking access in and out of the neighborhood.
4. **Enforcement and Penalties:** Any violation of this clause shall be subject to enforcement actions, including but not limited to fines, legal action, and other remedies as deemed appropriate by the Ocotillo Estates Unit Two Board of Directors.

5. Except as amended by this First Amendment to The Master Declaration of Covenants, Conditions, And Restrictions Ocotillo Estates Units Two the Master Declaration of Covenants, Conditions, And Restrictions Ocotillo Estates Units Two shall continue in full force and effect under its original terms.

6. Terms not otherwise defined herein shall have the same meaning as in Master Declaration of Covenants, Conditions, And Restrictions Ocotillo Estates Units Two.

7. This Association shall comply with all applicable provisions of the Texas Property Code, including but not limited to Chapter 209, which governs the operation and management of property owners' associations. In the event of any conflict between the provisions of these covenants and the Texas Property Code, the provisions of the Texas Property Code shall prevail.

8. All amendments stated herein shall be made effective as of 28, 2025.

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 Ocotillo Estates Units Two Owners Association, Inc. on the 28 day of March, 2025.

SIGNATURE LINE TO FOLLOW

President
Ocotillo Estates Unit Two
Homeowner's Association, Inc.

Michelle Buraczynski

Vice President
Ocotillo Estates Units Two
Homeowner's Association, Inc.

Geoff Giles

Secretary
Ocotillo Estates Unit Two
Homeowners' Association, Inc.

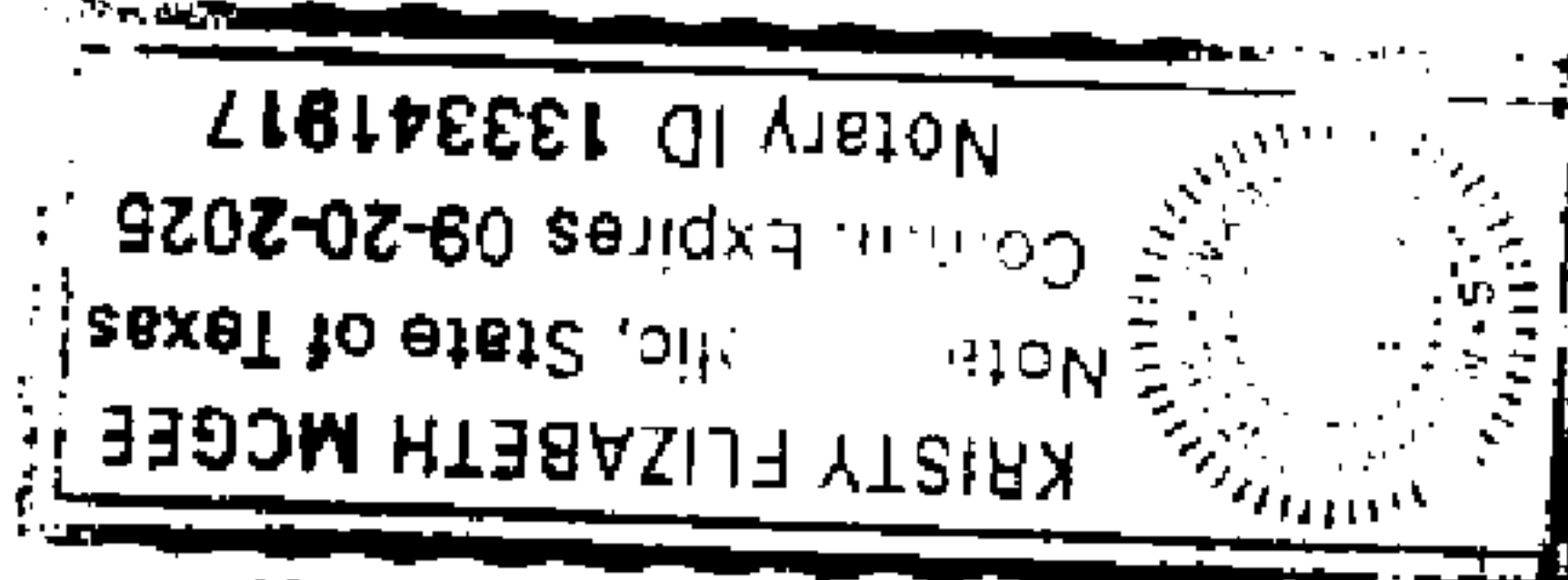
Jim Broad

STATE OF TEXAS §
§
COUNTY OF EL PASO §

BEFORE ME, the undersigned authority, on this day personally appeared Michelle Buraczynski, President of Ocotillo Estates Units Two, 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 30th day of April, 2025.

Kristy McGee

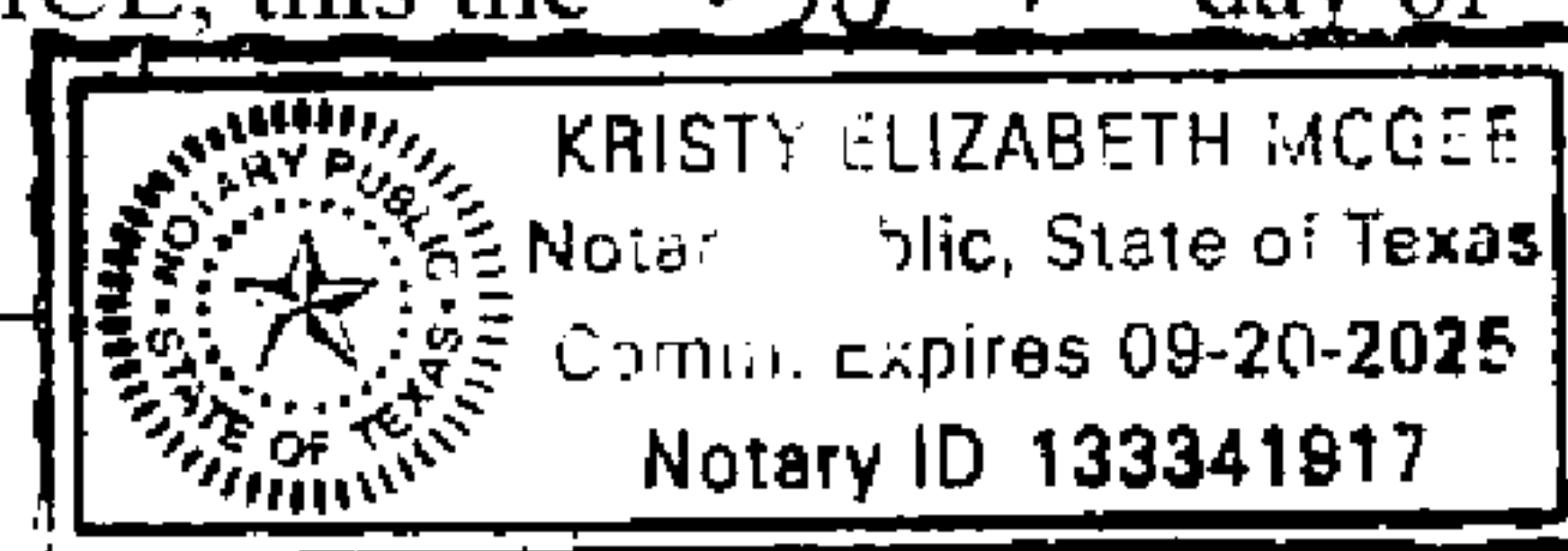


Notary Public in and for the State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared Geoff Giles, Vice President of Ocotillo Estates Units Two, 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 30th day of April, 2025.

Kristy McGee



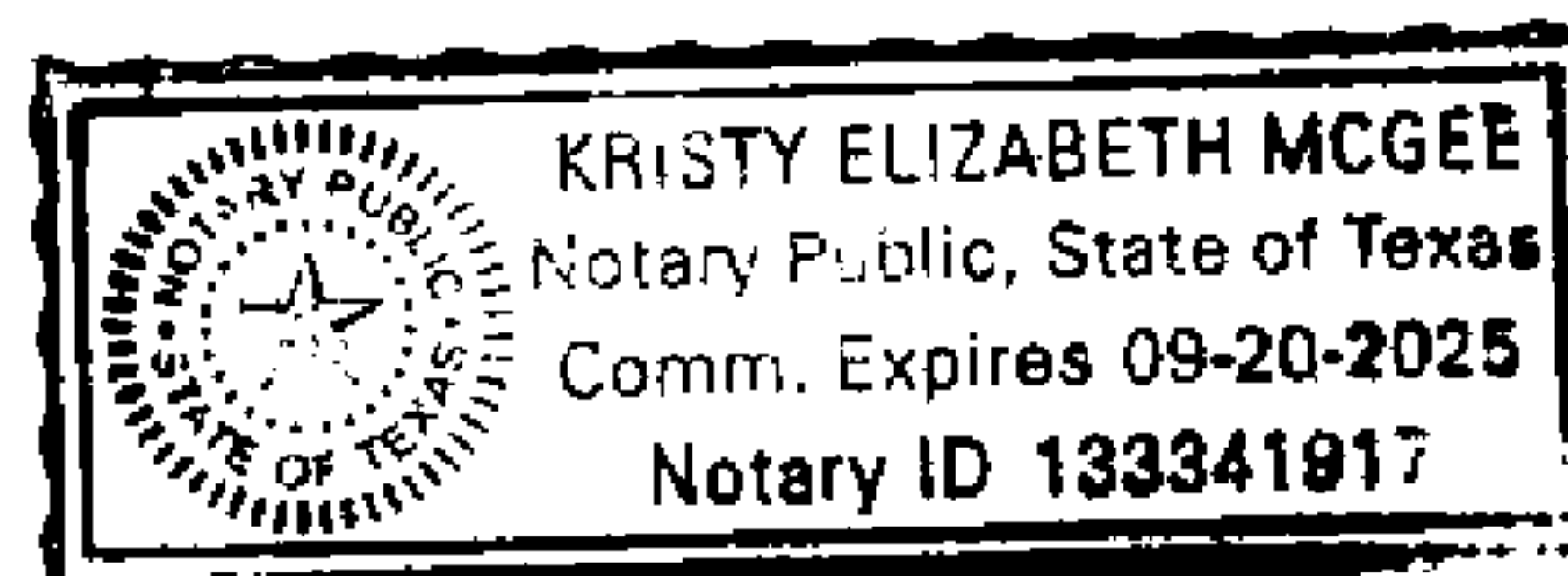
Notary Public in and for the State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared Jim Broad, Treasurer of Ocotillo Estates Units Two, 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 30th day of April, 2025.

Kristy McGee

Notary Public in and for the State of Texas



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Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$33.00

eRecorded

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 Recording
Division of Real Property in El Paso County.



Delia Briones

EL PASO COUNTY, TEXAS