

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

At an Annual Meeting of the Members of Ocotillo Estates Units Two Owners Association, Inc. held on February 20th, 2026 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 Unit Two, recorded under Document No. 20070034186, Real Property Records of El Paso County, Texas (the "Covenants"); and the First Amendment to the Master Declaration of Covenants, Conditions, and Restrictions, recorded under Document No. 20250035056, Real Property Records of El Paso County, Texas; the following amendments were adopted:

1. Article VIII., is amended and the following Section 8.22 is added:

Section 8.22. **Trespassing Covenant.**

Section 8.22.1: **Prohibition of Trespassing.** No person shall enter or remain on the property within the subdivision without proper authorization. Authorized personnel must carry identification and present it upon request by any resident or HOA representative.

Section 8.22.2: **Enforcement.** The HOA reserves the right to take legal action against any individuals found trespassing within the subdivision. Residents are encouraged to report any suspicious activity or unauthorized entry to the HOA or local law enforcement immediately. The HOA will adhere to the trespassing laws as outlined in Chapter 209 of the Texas Residential Property Owners Protection Act. In the event of any questions or disputes regarding trespassing, the HOA will follow the applicable Texas state laws.

Section 8.22.3: **Penalties.** Individuals found trespassing will be subject to prosecution under applicable state and local laws. The HOA may impose fines or other penalties as deemed appropriate for violations of this covenant.

Section 8.22.4: **Community Access Restrictions.** Our community is not a pass-through from the adjacent state park. Unauthorized use of our community as a thoroughfare is strictly prohibited. Violators of this clause will be prosecuted to the fullest extent of the law. The HOA will take necessary legal action against individuals who use the community as a pass through or violate any other community regulations.

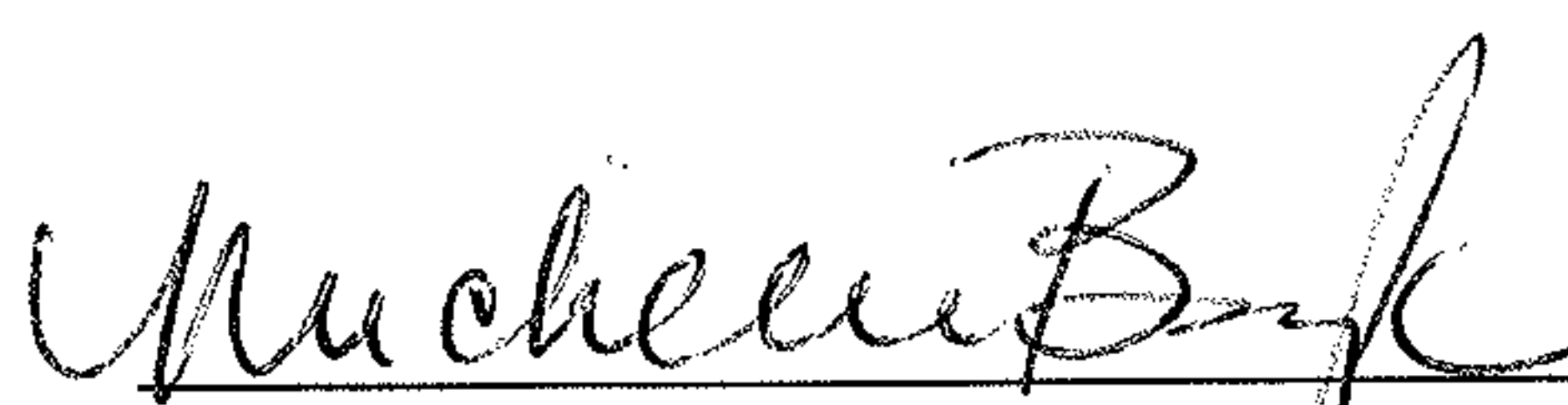
2. Article VII, is amended and the following Section 7.07 is added:

Section 7.07. **Special Assessment – Damage Deposit.**


Construction Damage Deposit Policy. Prior to the commencement of new home construction or any major remodeling project on a Lot, the Association shall require a Damage Deposit of \$5,000. This deposit must be paid to the Association before any work begins on projects with an estimated value exceeding \$50,000. The Damage Deposit will be held by the Association until the project is completed and the Architectural Review Committee certifies that the construction or remodel has been completed in accordance with the approved plans and specifications. Upon certification, the deposit will be refunded to the Owner, less any deductions for damage or repairs to Common Areas and/or Private Streets caused during construction. The Association will provide the Owner with an itemized account of any such deductions. This policy applies to both builders and property owners. While subcontractors may operate independently, they are hired by and act on behalf of the builder or property owner. Therefore, the Owner is ultimately responsible for all actions taken by their builder and subcontractors. Non-compliance with these requirements may result in construction delays, fines, or other enforcement actions as deemed necessary by the Association.

3. Except as amended by this Second 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.
4. Terms not otherwise defined herein shall have the same meaning as in Master Declaration Of Covenants, Conditions, And Restrictions Ocotillo Estates Units Two.
5. All amendments stated herein shall be made effective as of February 20th, 2026.

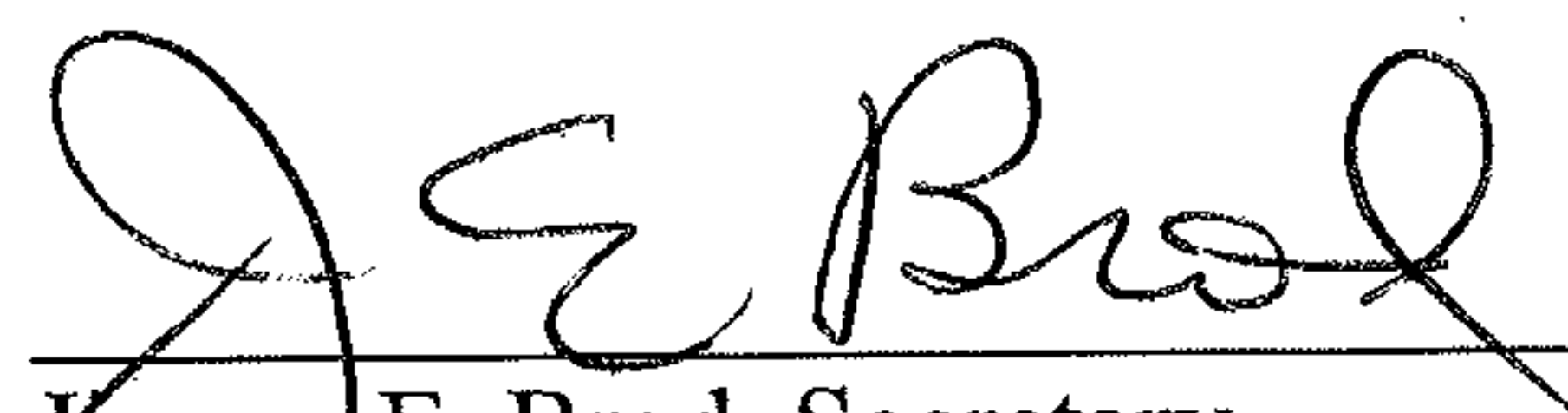
EXECUTED AFTER PROPER ADOPTION by no less than Sixty-Seven Percent (67%) of the members by its duly elected President, and attested by the Secretary and Board of Directors of Ocotillo Estates Units Two, five and Six Owners Association, Inc. on the 20th day of February, 2026.



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



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



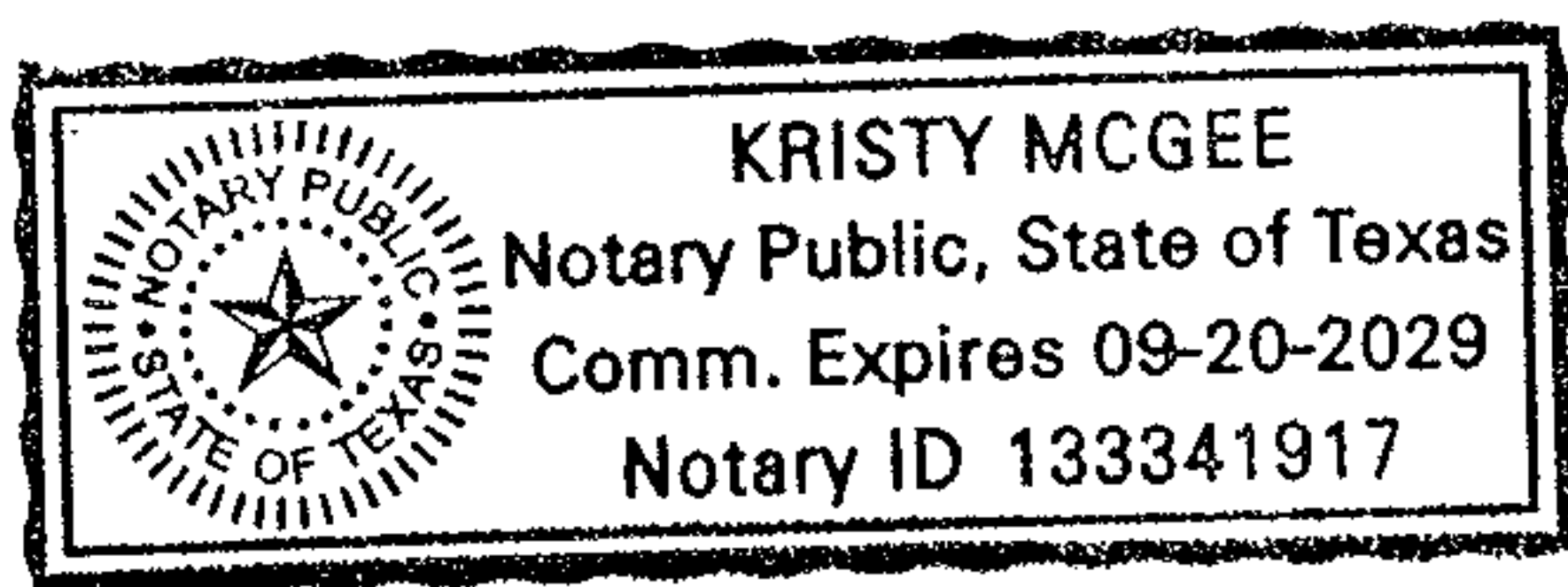
Jimmy E. Brod, Secretary
Ocotillo Estates Unit Two
Homeowner's Association, Inc.

[NOTRY JURAT TO FOLLOW]

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

BEFORE ME, the undersigned authority, on this day personally appeared Michelle Buraczyk, 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.

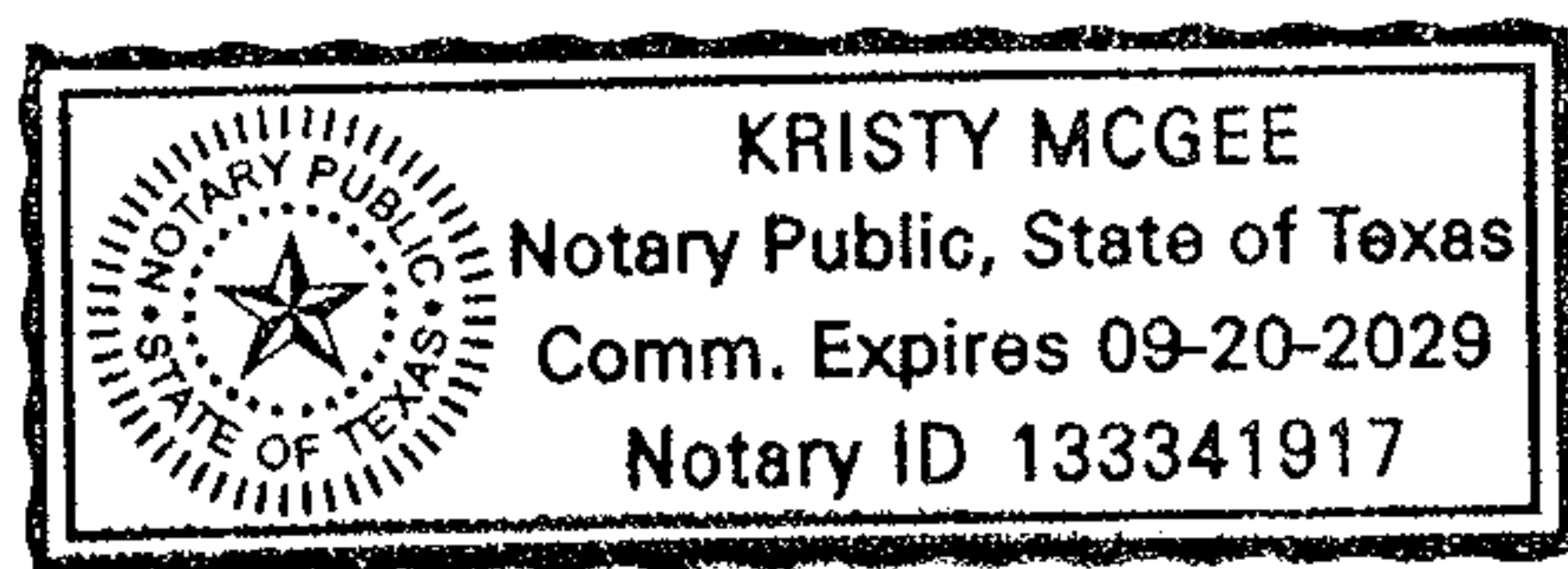
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of February, 2026.



Kristy McGee
Notary Public in and for the State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared Dominique Barnes, 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 20 day of February, 2026.



Kristy McGee
Notary Public in and for the State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared Jimmy E. Brod, Secretary 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 20 day of February, 2026.



Kristy McGee
Notary Public in and for the State of Texas

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#Pages 3 #NFPages 1
02/26/2026 09:09 AM
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