

CORRECTED
SECOND AMENDMENT TO THE SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS
OF THE JARDINES CORONADO CLUSTER

The Members of the Jardines Coronado Cluster of the Coronado Country Club Estates Community Association, Inc., of record in Book 1125, Page 0414, of the Deed Records of El Paso County, Texas, held on July 7, 2025 by a vote of no less than Eighty Percent (80%) of the members, pursuant to Article VI, Section 2 of the above mentioned Supplementary Covenants and Restrictions, (the "Covenants"), the following amendments were adopted:

1. Article III, Section 2. Is deleted in its entirety and replaced with the following:

Section 2. **Short Term Rentals.** A Living Unit will not be Leased for hotel or transient purposes. No Living Unit will be leased for less than three hundred sixty five (365) days. The term "leasing" as used herein means the occupancy of a Living Unit and residential dwelling by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Uses such as short-term leases (less than three hundred sixty five [365] days), temporary or transient housing, hotel, motel, vacation rental, and bed and breakfast shall be considered "commercial" use and are expressly prohibited.

Section 2.01. **Single-Family Residential Use.** The Living Units shall be used solely for single-family residential purposes. The Living Units will not be used for any other purposes. No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of a Living Unit, except an Owner or Resident will conduct business activities within a Dwelling so long as: (i) such activity complies with all the applicable zoning ordinances (if any); (ii) participation in the business activity is limited to the Owner(s) or Resident(s) of a Dwelling; (iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign will be erected advertising the business within the Property, sound, or smell from outside the Dwelling; (iv) the business activity does not involve door-to-door solicitation of residents within the Property; (v) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of Dwellings in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents within the Property as will be determined in the sole discretion of the Committee; (vii) the business does not require the installation of any machinery other than that customary to normal household operations; (viii) the business does not require non-residents to have access to the community; and (vix) the business does not cause a nuisance and/or disturbance of any kind to any other

owners of the community. In addition, for the purpose of obtaining any business or commercial license, neither the Dwelling nor Living Unit will be considered open to the public. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required.

2.02. *Owners Right to Lease and Sell*

Community-Wide Lease Limitation. Upon the new sale of each Living Unit, the Living Unit must be owner occupied for a minimum of two years. New owners will not be allowed to rent or lend their Living Unit during that two-year time period and will be required to live as a resident first and meet that obligation prior to being granted permission to rent whether the Living Unit is owned by an individual(s), a trust, or some other legal entity. This will not apply in situations where the property is inherited or legally transferred to a new owner through an estate transaction provided this new owner: a) is a legal beneficiary (as established by Texas law) of the decedent who owned the Living Unit; or (b) has the majority ownership interest in an entity into which the Living Unit is being transferred.

2.03. Limitations on Rentals by Owners. No owner, either individually or through one or more entities shall own more than one Living Unit within Jardines Coronado that is being rented out. If an owner, either individually or through one or more entities owns more than one Living Unit within Jardines Coronado, only one of those Living Units will be used as a rental unit.

2.04. *Occupant Bound by the Jardines Coronado Cluster of the Coronado Country Club Estates Community Association, Inc. Governing Documents.* The occupant is bound by the Jardines Coronado Cluster of the Coronado Country Club Estates Community Association, Inc. governing documents. If in violation, the property owner shall be held responsible and penalty assessments levied as appropriate. The inclusion of a clause whereby all occupants agree to be bound by the Association's governing documents, and by the Rules and Regulation promulgated pursuant thereto must be included in any lease agreement. Any expenses, legal or otherwise, that the Jardines Coronado Cluster of the Coronado Country Club Estates Community Association, Inc. incurs in dealing with renter issues that are in violation of Jardines Coronado Cluster of the Coronado Country Club Estates Community Association, Inc. governing documents, shall be reimbursed by the property owner.

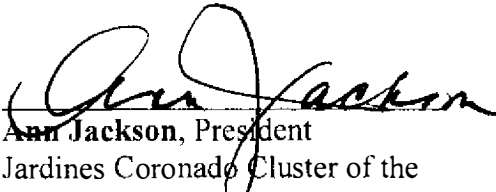
2.05. The property owner (or management company) shall provide the following information, at the time of the lease, to the Jardines Coronado Cluster of the

Coronado Country Club Estates Community Association, Inc. Board regarding renter(s): (1) The name, mailing address, phone number and email address of each person who will reside at the leased property; (2) The start date and term of the lease; and (3) A copy of the lease agreement.

2. Except as amended by this Second Amendment To The Supplemental Declaration Of Covenants And Restrictions Of The Jardines Coronado, The Supplemental Declaration Of Covenants And Restrictions Of The Jardines Coronado Cluster 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 Supplemental Declaration Of Covenants And Restrictions Of The Jardines Coronado Cluster.
5. All amendments stated herein shall be made effective as of July 7, 2025.

THIS IS A CORRECTED SECOND AMENDMENT TO THE SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS OF THE JARDINES CORONADO CLUSTER TO CORRECT CLERICAL ERRORS IN THE SECOND AMENDMENT TO THE SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS OF THE JARDINES CORONADO CLUSTER DATED JULY 7, 2025 AND FILED UNDER DOCUMENT NO. 20250054937, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS, IS EFFECTIVE AS OF JULY 7, 2025 AND IS BEING FILED TO CORRECT CLERICAL ERRORS.

EXECUTED AFTER PROPER ADOPTION by no less than Eighty Percent (80%) of the members by its duly elected President, and attested by the Secretary and Board of Directors of the Jardines Coronado Cluster of the Coronado Country Club Estates Community Association, Inc., on the 5 day of August, 2025.



Ann Jackson, President
Jardines Coronado Cluster of the
Coronado Country Club Estates
Community Association, Inc.



C. Antonio Jesurun, Vice President
Jardines Coronado Cluster of the
Coronado Country Club Estates
Community Association, Inc.



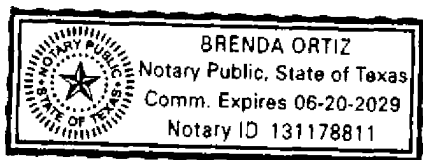
Cotter White, Secretary
Jardines Coronado Cluster of the
Coronado Country Club Estates
Community Association, Inc.

[NOTARY JURAT TO FOLLOW]

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

BEFORE ME, the undersigned authority, on this day personally appeared **Ann Jackson**, President of Jardines Coronado Cluster of the Coronado Country Club Estates Community 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 5 day of August, 2025.

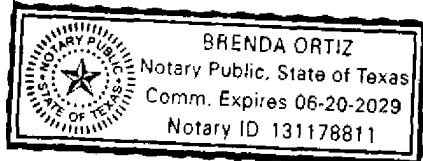




Notary Public in and for the State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared **C. Antonio Jesurun**, Vice President of Jardines Coronado Cluster of the Coronado Country Club Estates Community 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 5 day of August, 2025.

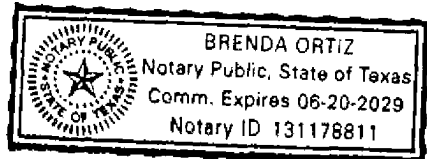




Notary Public in and for the State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared **Cotter White**, Secretary of Jardines Coronado Cluster of the Coronado Country Club Estates Community 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 5 day of August, 2025.





Notary Public in and for the State of Texas

Doc # 20250061956
#Pages 4 #NFPages 1
08/05/2025 03:47 PM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$37.00

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

