

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
BOULDER CANYON, REPLAT B**

This Second Amendment ("Second Amendment") to the Declaration of Covenants, Conditions and Restrictions (the "Covenants") for Boulder Canyon Replat B is made by RVE Unit 18 Ltd., (the "Successor Declarant").

**1. Recitals.** Whereas, DVEP Land, LLC as Declarant filed the Covenants for Boulder Canyon Replat A (the "Subdivision") in the Real Property Records of El Paso County, Texas under Document No. 20140048055; and

Whereas, Declarant filed a First Amendment to the Covenants for the Subdivision in the Real Property Records of El Paso County, Texas under Document No. 20140058891 whereby Successor Declarant approved and ratified the Covenants; and

Whereas, the Subdivision was conveyed by Declarant to Successor Declarant by virtue of a Warranty Deed dated November 13, 2013 of record under Document No. 20130085969, Real Property Records of El Paso County, Texas; and

Whereas, the Successor Declarant has filed an Approval and Ratification of the Plat of the Subdivision dated September 10, 2014 under Document No. 20140058890, Real Property Records of El Paso County, Texas; and

Whereas, Successor Declarant has filed a Replat of the Subdivision known as Boulder Canyon Replat B; and

Whereas, Successor Declarant desires to amend the Covenants to confirm that the Covenants apply to the Subdivision as replatted and to provide for an additional modification of the Covenants;

**NOW, THEREFORE**, the Successor Declarant hereby amends the Covenants to confirm that the Covenants apply to the replat of the Subdivision as hereinafter provided:

**2. Applicability of Covenants.** The Covenants of the Subdivision are applicable to the Subdivision as replatted under Replat B. All references in the Covenants to Boulder Canyon Replat A shall now mean Boulder Canyon Replat B.

**3. Amendment of Section 6.02.** Section 6.02 of the Covenants is hereby amended to read as follows:

Section 6.02 Annual Budget and Regular Annual Assessments. Each fiscal year while the Declaration is in force, the Board shall adopt an annual budget and regular Annual Assessments to be levied for the next year. All regular Annual Assessments will be made in accordance with the By-laws of the Association and determined no later than 15 days before the beginning of the fiscal year. Each Lot's prorated share of the regular Annual Assessment shall be determined by dividing the total assessment by the number of Lots in the Subdivision subject to assessment. No assessment shall be made against any Lot until

a completed residence has been constructed on the Lot and sold to a person who will own and occupy the residence. No assessment shall be imposed against any vacant Lot or any Lot upon which construction is underway but not yet completed.

4. **Entire Modification.** Except as expressly amended herein, all provisions of the First Amendment and the Covenants are hereby ratified and shall remain in full force and effect.

5. **Joinder by Desert View Construction, Inc.** This Second Amendment is hereby approved by Desert View Construction, Inc., owner of certain lots in the Subdivision upon which homes are under construction.

**IN WITNESS WHEREOF**, the undersigned, being the Declarant, has executed this Second Amendment to Covenants to be effective this 31 day of December, 2014.

SUCCESSOR DECLARANT:


RVE UNIT 18, LTD.

BY: RVE UNIT 18 GP, LLC  
ITS GENERAL PARTNER

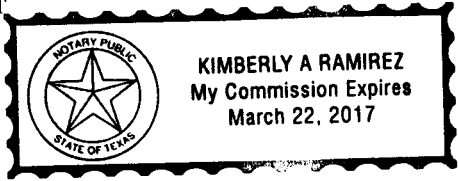
BY:   
RANDAL S. O'LEARY, PRESIDENT

APPROVED:

DESERT VIEW CONSTRUCTION, INC

BY:   
RANDAL S. O'LEARY, PRESIDENT

THE STATE OF TEXAS     )  
  )  
COUNTY OF EL PASO     )



This instrument was acknowledged before me on the 31 day of December 2014 by Randal S. O'Leary, President of DESERT VIEW CONSTRUCTION, INC., a Texas corporation, on behalf of said entity.

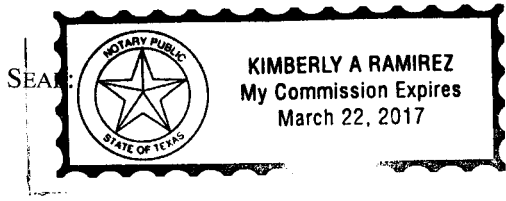
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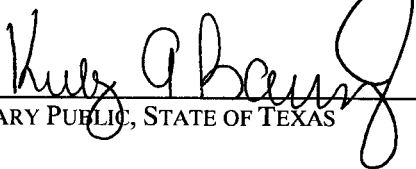
  
NOTARY PUBLIC, STATE OF TEXAS

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THE STATE OF TEXAS     )  
  )  
COUNTY OF EL PASO     )

This instrument was acknowledged before me on the 31 day of December, 2014 by Randal S. O'Leary, President of RVE Unit 18 GP, LLC, General Partner of RVE Unit 18, Ltd., on behalf of said entity.



  
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NOTARY PUBLIC, STATE OF TEXAS

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Filed & Recorded in  
Official Records of  
El Paso County  
Delia Briones  
County Clerk  
Fees \$34.00

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

