

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

This Third Amendment ("Third 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 has filed a Second Amendment to the Covenants for the Subdivision in the Real Property Records of El Paso County, Texas; and

Whereas, Successor Declarant desires to further amend the Covenants for the Subdivision as provided herein;

**NOW, THEREFORE**, the Successor Declarant hereby amends the Covenants as follows:

**2. Visitor Parking.** The following provision shall be added to the end of Section 3.12:

No more than two (2) vehicles owned by visitors for each Owner shall be allowed to park within the Subdivision. All visitor parking shall be in designated areas in the Subdivision.

**3. Completion of Structures and Landscaping.** Section 3.20 is hereby amended to read as follows:

Section 3.20 Completion of Landscaping. Within sixty (60) days after occupancy, an Owner shall complete landscaping of the side yard of the Lot. Notwithstanding the foregoing, no trees shall be planted in the side yards.

3.22: **4. Maintenance of Property.** The following provision shall be added to the end of Section

Each Owner shall store all personal items such as, but not limited to, toys, bikes, grills and tools in the home or the garage when such items are not being used, and shall not leave these items in the side yard or front yard. No drying of clothes and no clothes lines shall be allowed in the side yard or on balconies.

**5. Swimming Pool.** The following provision shall be added as Section 3.28:

Section 3.28 Swimming Pool. The Subdivision has a swimming pool located in the Common Area and other landscaped and open areas for the use of the Owners. Except as provided herein, or as provided in any rules and regulations established by the Association, no persons other than Owners and their guests shall be allowed or permitted to use the swimming pool or Common Areas. The Association shall establish rules and regulations for use of the swimming pool and Common Areas including limitation on the number of guests each Owner may bring to the Common Areas, limitation on activities in the Common Areas, hours of operation of the swimming pool, and safety requirements for the swimming pool and Common Areas. All such rules and regulations shall be enforceable by the Association and by any Owner of a Lot in the Subdivision.

**6. Payment of Regular Assessments.** The provisions of Section 6.03 are hereby amended to read as follows:

Section 6.03 Payment of Regular Assessments. The annual assessments shall be payable in 12 equal monthly installments due in advance on the first day of each month during a calendar year. Any monthly payments paid more than ten (10) days after the due date shall be considered late payments and shall be subject to a late charge of five percent (5%) or such other amount as may be from time to time established by the Association. At no time may the assessments increase in excess of twenty percent (20%) from the prior year per year except in an emergency determined by the Board.

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

**8. Joinder by Desert View Construction, Inc.** This Third 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 Third Amendment to Covenants to be effective this 22 day of January, 2015.

SUCCESSOR DECLARANT:

RVE UNIT 18, LTD.

BY: RVE UNIT 18 GP, LLC  
ITS GENERAL PARTNER

BY: [Signature]  
RANDAL S. O'LEARY, PRESIDENT

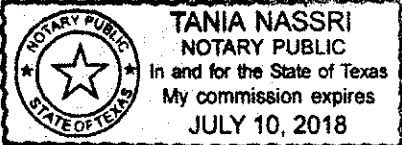
APPROVED:

DESERT VIEW CONSTRUCTION, INC

BY: [Signature]  
RANDAL S. O'LEARY, PRESIDENT

THE STATE OF TEXAS     )  
  )  
COUNTY OF EL PASO     )

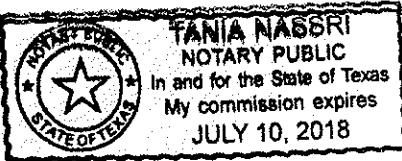
This instrument was acknowledged before me on the 22 day of January, 2015 by Randal S. O'Leary, President of DESERT VIEW CONSTRUCTION, INC., a Texas corporation, on behalf of said entity.

SEAL: 

[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS     )  
  )  
COUNTY OF EL PASO     )

This instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2015 by Randal S. O'Leary, President of RVE Unit 18 GP, LLC, General Partner of RVE Unit 18, Ltd., on behalf of said entity.

SEAL: 

[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

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**Delia Briones**  
**County Clerk**  
**Fees \$34.00**

**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 Official Public Records of Real Property in El Paso County.



EL PASO COUNTY, TEXAS

*Delia Briones*