

**FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS CONDITIONS AND RESTRICTIONS**

This First Amendment to Amended and Restated Declaration is made on the date last entered by DISTINCTIVE NEIGHBORHOODS, L.P., a Texas Limited Partnership ("Declarant"), and is as follows:

RECITALS

WHEREAS, Declarant is the owner of certain property located in El Paso, El Paso County, Texas, and more particularly described as follows:

Lots 5 through 8, Block 1, Lots, 10 through 13, Block 1, Lot 1, Block 2, Lots 3 through 9, Block 2, Sky Island Unit III, an addition to the City of El Paso, El Paso County, Texas, according to the Plat filed as document no. 20070058246 in the Plat Records of El Paso County, Texas ("Sky Island Unit III"); and a portion of Lot 1, Block 3, Sky Island Subdivision, an addition to the City of El Paso, El Paso County, Texas according to the plat on file in the Plat Records of El Paso County, Texas, such portion being described by metes and bounds in the Warranty Deed from Kenneth D. Farah, Haleen F. Zwiefel and Robert N. Farah to Distinctive Neighborhoods, L.P. (the "Property").

WHEREAS, Declarant filed an Amended and Restated Declaration of Covenants, Conditions and Restrictions (the "Amended Declaration"), dated March 4, 2009, which appears of record under Document 20090014905 of in the Official Records of El Paso County, Texas; and,

WHEREAS, Declarant has the right to amend the Amended Declaration under Section 3, Article X and desires to amend the Amended Declaration to regulate the construction of rock walls on side and rear property lines in Sky Island Unit III; and,

NOW THEREFORE, Declarant hereby amends the Amended Declaration as follows:

1. A new Article XI is hereby added to the Amended Declaration as follows:

ARTICLE XI

Section 1. Rock walls approved by the Architectural Control Committee shall be erected on the side and rear boundary lines of all Lots. All side yard rock walls shall be maintained and repaired jointly by the Owners of the Lots on either side of the side yard walls except for the northerly side yard wall on Lot 1, Block 1, the easterly side yard wall on Lot 13, Block 1, the westerly side yard wall on Lot 1, Block 2, and the southerly side yard wall on Lot 9, Block 2, which shall be maintained by the Owners of those Lots. All rock walls constructed on side and rear boundary lines shall at all times be maintained in a state of good condition and repair.

Section 2. The cost of constructing side yard walls shall be shared equally by the first Owners on either side of the side yard walls, except for the northerly side yard wall on Lot 1, Block 1, the easterly side yard wall on Lot 13, Block 1, the westerly side yard wall on Lot 1, Block 2, and the southerly side yard wall on Lot 9, Block 2, which shall be constructed at the sole cost of the Owners of those Lots. The term "first Owner" means the person or entity who first becomes an Owner through a deed from Declarant. In the event that the first Owner of a Lot constructs a side yard rock wall before Declarant has conveyed the Lot on the other side of the rock wall to another first Owner, the first Owner who constructed the side yard rock wall shall give Declarant written notice of the cost of constructing the side yard rock wall. Declarant agrees to include a provision in the contract of sale with the person or entity who will become the first Owner unconditionally obligating such person or entity to pay the adjacent first Owner who constructed the side yard rock wall, at closing, an amount equal to one-half of the cost of the side yard rock wall between their Lots. This obligation is for the benefit of the first Owner who constructed the side yard rock wall and is enforceable by such first Owner.

Section 3. In the event that a first Owner who constructs a side yard rock wall fails to give Declarant written notice of the cost before Declarant sells the adjacent lot, Declarant shall have no obligation to include the provision set forth in Section 2 in its contract. However, this shall not relieve the first Owner of the adjacent lot from paying the first Owner who constructed the side yard rock wall for one-half of the cost thereof. The first Owner who constructed the side yard rock wall shall have the right to enforce payment through all remedies at law or in equity.


Section 4. In no event shall Declarant be obligated to pay one-half of the cost of a side yard rock wall to the first Owner of the adjacent Lot who constructs the side yard rock wall.

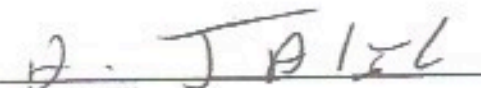
2. All other terms and conditions in the Amended Declaration not amended herein shall remain in full force and effect.

IN WITNESS THEREOF, the undersigned, being the Declarant herein, has set its hand this 29th day of March, 2012.

Distinctive Neighborhoods, L.P.

By: Distinctive Neighborhoods G.P., L.L.C.
General Partner

By: 
Amy Schoemaker
Authorized Member

By: 
Amir Jalil
Authorized Member