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**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ALTA VALLE DEL SOL ESTATES**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Alta Valle Del Sol Estates (hereinafter the "First Amendment") is made this 21st day of February, 2005 by Haciendas Adobe Development, L.P., a Texas limited partnership (hereinafter referred to as "Declarant"), in order to amend the Declaration of Covenants, Conditions and Restrictions for Alta Valle Del Sol Estates, recorded in Volume 4882, Page 928, El Paso County Real Property Records (the "Declaration").

Amendments

Pursuant to the authority granted in Section 7.7 of the Declaration, Declarant does hereby amend the Declaration as follows:

1. The description of the Property contained in the Recitals section of the Declaration is deleted and replaced with the following:

"Lots 1-42, Block 1; Lots 1-10, Block 2 and Lots 1-68, Block 3, Alta Valle Del Sol Estates – Replat A, Amending Plat recorded in Volume 79, Page 103, Plat Records of El Paso County, Texas."

2. The following is added as Section 1.1.1 to the Definition section:

"1.1.1 Amending Plat. Amending Plat shall mean the Amending Plat recorded in Volume 79, Page 103, Plat Records of El Paso County, Texas."

3. The following is added to the end of Section 2.1:

"The height restrictions above will not apply to electrical transmission facilities constructed by El Paso Electric Company on Lots 1 and 2, Block 3 of the Amending Plat. In addition, El Paso Electric Company may place signs related to its electric transmission facilities along the Southern boundary of Lot 1, Block 3 and along the Southern boundary of the Viale Lungo Ave. right of way as permitted by applicable governmental authorities. Provided, however, the signs will not exceed three (3) feet in height and three (3) feet in width and will not be taller than six (6) feet from the ground."

4. The following is added to the end of Section 2.2:

"The setback requirements contained in this Section 2.2 will not apply to electrical transmission facilities constructed by the El Paso Electric Company on Lots 1 and 2, Block 3 of the Amending Plat."

5. Section 2.6 is deleted and replaced with the following:

"No single-family dwelling shall be permitted on any Lot in the Subdivision unless such dwelling has a ground floor area of more than 1,650 square feet in the case of a one story structure.

In the event that a one and one-half or two story structure is commenced on any Lot in the Subdivision the structure shall be designed and constructed in such a fashion that in the sole judgment of the Architectural Control Committee the privacy of other Lot Owners shall not be affected."

6. The following is added to the end of Section 2.11:

"The operation of the utility facilities and lines located on Lots 1 and 2, Block 3 of the Amending Plat will not be construed as a commercial or professional trade or business for purposes of this Section 2.11."

7. The following is added to the end of Section 2.12:

"The height of the side wall on Lots 10 and 14 of Block 1, of the Amending Plat, that is adjacent to Viale Lungo Avenue, will not exceed three (3) feet in height due to City Traffic Department requirements for visibility. Further, the guard rail to be constructed by El Paso Electric Company on Lot 1, Block 3 of the Amending Plat is not required to be constructed of rock matching the perimeter wall of the Subdivision."

8. The following is added as a new Section 2.18:

"2.18 Access Restrictions. The Subdivision will not have direct access from the Subdivision to Artcraft Road."

9. Section 4.5.2 is hereby deleted and replaced with the following:

"Class B. The Class B Member shall be the Declarant. The Class B membership of Declarant shall cease and become converted to Class A membership upon occurrence of the later of the following (the "*Conversion Date*"):

- (a) When Declarant has: (i) conveyed its fee interest title in a number of Lots totaling Seventy-Five percent (75%) of the total number of Lots in the Property; or (ii) leased for a term in excess of forty (40) years, its interest in Seventy-Five percent (75%) of the total number of Lots in the Property; to unrelated third parties; or
- (b) Such earlier date as may be established by Declarant in a Supplemental Declaration to be recorded by Declarant.

Declarant may assign its rights as Declarant under these Declarations to a third party having an interest in the Property. Upon assignment and assumption of the Declarant's rights and obligations under these Declarations, and recording of the assignment and assumption, the assignee ("*Successor Declarant*") will be deemed the Declarant under these Declarations and will have all of the rights and obligations of the original Declarant named in these Declarations. Thereafter, the original Declarant named in these Declarations will have no further rights or obligations under these Declarations. If additional property is made subject to this Declaration, the "*Conversion Date*" shall not occur until the Seventy-Five percent (75%) threshold has been reached with respect to the Property initially subject to this Declaration and the Other Units annexed. Further, in the event Declarant conveys its fee interest title in all or a majority of the Lots to a third party, when coupled with an assignment of Declarant's rights under this Declaration to the Successor Declarant will be deemed to have assumed all of the rights and obligations of the original Declarant and the Conversion Date will not occur due to the transfer to the Successor Declarant."

10. The following is added as a new Section 5.17 Assessments on Lots 1 and 2, Block 3.

"As long as Lots 1 and 2, Block 3 are owned by the El Paso Electric Company, or its successors or assigns, and are used for the purposes of locating utility lines and appurtenances thereof, no assessments will be made against Lots 1 and 2, Block 3 of the Amending Plat."

11. Section 7.1.1 is hereby deleted and replaced with the following:

"Without limitation on the foregoing Lot 28, Block 1 of the Amending Plat is subject to a five (5) foot wide access easement for pedestrian ingress and egress between Jose Damian Elementary School and Valle De Sol Avenue along the north or south boundary line of Lot 28, as later designated by the Declarant."

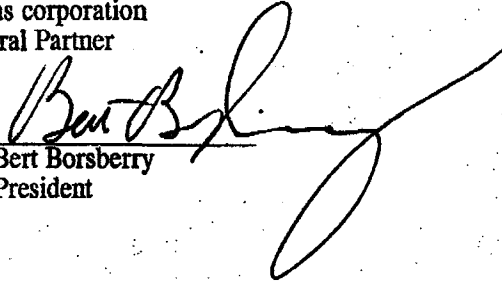
Miscellaneous

1. Nothing herein shall serve to diminish the requirements imposed by the City of El Paso on use, setbacks or other restrictions insofar as they apply to Lots 1 and 2, Block 3 of the Amending Plat.
2. Except as amended by this First Amendment, the Declaration shall continue in full force and effect under its original terms.
3. Terms not otherwise defined herein shall have the same meaning as in the Declaration.
4. This First Amendment is executed and effective prior to the Conversion Date.

DECLARANT:

HACIENDAS ADOBE DEVELOPMENT, L.P.
A Texas limited partnership

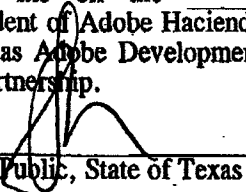
By: Adobe Haciendas, Inc.,
a Texas corporation
Its: General Partner

By: 
Bert Borsberry
Its: President

State of Texas)

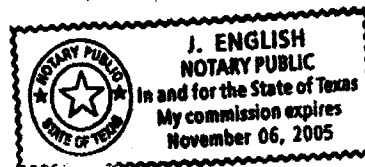
County of El Paso)

This instrument was acknowledged before me on the 2nd day of February, 2005, by Bert Borsberry, President of Adobe Haciendas, Inc., a Texas corporation, as the general partner of Haciendas Adobe Development, L.P., a Texas limited partnership, on behalf of said limited partnership.


Notary Public, State of Texas

My commission expires: _____

After Recording Return to:
Gordon & Mott, P.C.
P.O. Box 1322
El Paso, Texas 79947-1322
Attention: Timothy D. Johnson



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Filed & Recorded in

Official Records of

EL PASO COUNTY

WALDO ALARCON

COUNTY CLERK

Fees \$20.00

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

Waldo Alarcon