

## AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Golden Motor Company, Inc. dba Golden Development Co., successor in interest to Gordon E. Welch, Inc. as Declarant under the Declaration of Covenants, Conditions and Restrictions ("CCRs") dated February 5, 2002 of record in Volume 4192, Page 1028, Real Property Records of El Paso County, Texas and Salvador E. Armendariz and Irene A. Armendariz, Richard A. Mora, Albert Eddings and Kristi Eddings and Rodrigo Bustillos and Josefina Bustillos, as the owners of the following described real property located in El Paso County, Texas:

Lots 1, 2, 3 and 4, Block 2, River Run Estates, an addition to the City of El Paso, El Paso County, Texas according to the plat thereof on file in the plat records of El Paso County, Texas;

hereby amend the CCRs as follows:

1. The Owners of Lots 2 and 4, Block 2, River Run Estates, being Panhandle Lots as defined in the CCRs, grant to the Owners of Lots 1 and 3, Block 2, River Run Estates an easement (the "Easement") on and across the "panhandle" portions of Lots 2 and 4 that abut Lots 1 and 3 for the purposes of providing pedestrian and vehicle access, ingress and egress to and from Lots 1 and 3 to Country Oaks Drive for the benefit of the Owners of Lots 1 and 3 and their Permittees.

2. The easement for ingress and egress will be nonexclusive and may be used by each Owner of Lots 1, 2, 3 and 4 and no Owner will, by action or omission, hinder, inhibit, or block the easement, or deprive the other Owners of full access and use of the Easement. Each Owner of Lots 1, 2 3 and 4 will jointly maintain the paving or other surface improvements of the Easement and all costs of maintenance, repair and improvements of the easement shall be split equally by the Owners of Lots 1, 2, 3 and 4. If any Owner should fail to pay for its share of the cost of maintenance, repair and improvements on the easement, the other Owner(s) will be entitled to advance the funds needed and shall have a lien against the property of the defaulting Owner until all amounts are paid in full. The lien described herein shall at all time be subordinate to any lien on the property of the defaulting Owner of any lender existing at the time of the default and all renewals and extensions thereof.

3. No wall, fence, building or other obstruction will be erected or maintained on any part of the Easement. No Owner will interfere with the other Owner's use of the Easement, except for temporary interferences required for repair or maintenance of the roadway or utilities.

4. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment will have the same meaning given such term in the CCRs.

5. Except where specifically modified by the provisions of this Amendment, all other covenants, conditions and restrictions in the CCRs will remain in full force and effect and are incorporated herein for all purposes.

ð Dated: 2005.

Golden Motor Company dba Golden Development Co.

By: 2.2 2 Gordon Welch, President

Salvador E. Armendariz

Irene A. Armendariz

Richard A. Mora

Albert Eddings

Eddings Kristl Eddings

Rodrigo Bustillos

Butter

Josefina Bustillos

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### THE STATE OF TEXAS

### COUNTY OF EL PASO

This instrument was acknowledged before me on <u>Jeb. 8</u>, 2005 by Gordon Welch, President of Golden Motor Company dba Golden Development Co., on behalf of said corporation.



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Button Notary Public in and for the

State of Texas

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on  $\mathcal{M}/\mathcal{W}$ . 7, 2005, by Salvador E. Armendariz.

JOSEPHINE B. BELTON MY COMMISSION EXPIRES March 29, 2006

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Notary Public in and for The State of Texas

# THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on Mar, Mar, 2005, by Irene A. Armendariz.

JOSEPHINE B. BELTON MY COMMISSION EXPIRES March 29, 2006

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Notary Public in and for The State of Texas

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## THE STATE OF TEXAS

## COUNTY OF EL PASO

This instrument was acknowledged before me on tobruory 16 2005, by Richard A. Mora. Sancie Fleurette Jordan NOTARY PUBLIC and for the State of Texas My commission expires Notary Public in and for September 26, 2007 The State of Texas THE STATE OF TEXAS COUNTY OF EL PASO This instrument was acknowledged before me on rury3 2005, by Albert Eddings. Sancie Fleurette Jordan NOTARY PUBLIC and for the State of Texas My commission expires Notary Public in and for September 26, 2007 The State of Texas THE STATE OF TEXAS COUNTY OF EL PASO

This instrument was acknowledged before me on <u>Tobrory</u>, 2005, by Kristi Eddings.

Notary Public in and for The State of Texas

Sancie Fleurette Jordan NOTARY PUBLIC In and for the State of Texas My commission expires September 26, 2007 THE STATE OF TEXAS

### COUNTY OF EL PASO

This instrument was acknowledged before me on <u>Ebruary 18</u>, 2005, by Rodrigo Bustillos.



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Notary Public in and for

The State of Texas

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on Forwary 18, 2005, by Josefina Bustillos.

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Sancie Fleurette Jordan NOTARY PUBLIC n and for the State of Texas My commission expires September 26, 2007

Notary Public in and for The State of Texas

c:/wp12\jck\re\2005Uan\Welch Amended River Run CCRs.

Doc# 20050021494 #Pages 5 #NFPages 1 03/11/2005 03:52 PM Filed & Recorded in Official Records of EL PASG COUNTY WALDO ALARCON COUNTY CLERK Fees \$22.00

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.

Walds Alarcor

Sec. 6.

EL PASO COUNTY, TEXAS