

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAN CLEMENTE ESTATES (A Residential Subdivision)

STATE OF TEXAS)
COUNTY OF EL PASO)

THIS AMENDMENT (this "Amendment") is made effective the 22nd of October, 2009, by SKY MOUNTAIN ESTATES - EL PASO I, LTD., a Texas limited partnership and SKY MOUNTAIN ESTATES - EL PASO II, LTD., a Texas limited partnership (collectively the "Declarant"), for the purpose of amending and supplementing that certain Declaration of Covenants, Conditions and Restrictions dated May 3, 2003, filed for record in Volume 4574, Page 854, Real Property Records of El Paso County, Texas; as amended by that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 15, 2003, recorded in Volume 4786, Page 1323, Real Property Records, El Paso County, Texas; further amended by Amended and Restated Declaration of Covenants, Conditions and Restrictions dated March 14, 2005, recorded under Document No. 20050022005, Real Property Records, El Paso County, Texas; and further amended by Amendment To Declaration of Covenants, Conditions and Restrictions dated November 18, 2008, recorded under Document No. 20080093175, Real Property Records, El Paso County, Texas (collectively the "Declaration"), which Declaration establishes covenants, conditions and restrictions for San Clemente Estates, a subdivision in the City of El Paso, El Paso County, Texas, according to the map thereof on file in Volume 78, Page 52, Plat Records of El Paso County, Texas (the "Subdivision"). All capitalized words used in this Amendment shall have the meanings ascribed to them in the Declaration unless otherwise stated herein.

WHEREAS, the Declaration, as amended, provides that after the Conversion Date (as defined in the Declaration); the Declarant, and fifty-one percent (51%) of the Lot Owners who are Class A Members of the Association (as defined in the Declaration) may amend the Declaration; and

WHEREAS, at a meeting held on October 20, 2009, fifty-one percent (51%) of the Lot Owners voted to amend the Declaration; and

WHEREAS, the Declarant and fifty-one percent (51%) of the Lot Owners desire to amend and supplement the Declaration as hereinafter provided;

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

1. Article IV., Section 4. is amended by adding a second paragraph to read as follows:

“As a Special Assessment, the Association shall levy a Damage Deposit” in the amount of \$5,000.00 to be paid to the Association prior to commencement of construction of a home to be built on a Lot. The Damage Deposit shall be retained by the Association until completion of construction and certification by the Architectural Review Committee that the home has been completed in accordance with the plans and specifications submitted to the Association. Upon certification by the Architectural Review Committee, the Damage Deposit will be refunded to the Owner minus any deductions for damage and repairs made to the Common Areas and/or Private Streets by the Association during construction. The Association shall provide the Owner an itemized accounting of all damages deducted from the Damage Deposit”.

2. Article V., Section 6. is amended by adding (f) to read as follows:

“Section 6. “(f) The Architectural Review Committee shall be charged with responsibility for monitoring compliance of the plans and specifications submitted during the construction of improvements and the Architectural Review Committee shall be granted an inspection of the home prior to move in to certify that the home has been built in accordance with said plans and specifications”.

3. All the other provisions of the Declaration remain in full force and effect and unchanged by this Amendment

IN WITNESS THEREOF, the undersigned being the Declarant herein has hereunto set its hand this 22nd day of October, 2009.

SKY MOUNTAIN ESTATES – EL PASO
I, LTD., a Texas limited partnership

By: SKYSTONE, LLC
General Partner

By: 
RICHARD THOMAS, Manager

SKY MOUNTAIN ESTATES – EL PASO
II, LTD., a Texas limited partnership

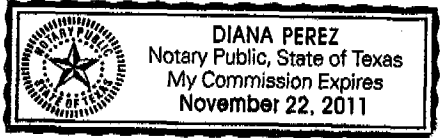
By: SKYSTONE, LLC
General Partner

By: [Signature]
RICHARD THOMAS, Manager

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

BEFORE ME, the undersigned, a Notary Public in and for said County and on this day personally appeared RICHARD THOMAS known to me to be the person and Manager of SKYSTONE, LLC the General Partner of SKY MOUNTAIN ESTATES – EL PASO I, LTD., and SKY MOUNTAIN ESTATES – EL PASO II, LTD., both Texas limited partnerships, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of executed the same as the General Partner of SKY MOUNTAIN ESTATES – EL PASO I, LTD. and SKY MOUNTAIN ESTATES – EL PASO II, LTD. for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 22nd day of October, 2009.



[Signature]
Notary Public, State of Texas

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Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$24.00

4

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.



Delia Briones

EL PASO COUNTY, TEXAS