

* * REFILE TO CORRECT ORIGINAL
RECORDING INFORMATION *

*OFF# 91503035 / #105 / #Pages
3*

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Sky Island

~~DOC# 99015499~~

DOC# 99079494

FIRST AMENDMENT TO DECLARATION
OF COVENANTS CONDITIONS AND RESTRICTIONS

This First Amendment is made on the date last entered by SKY ISLAND
PARTNERSHIP, LTD., a Texas Limited Partnership ("Declarant"), and is as follows:

WITNESSETH:

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

Sky Island, being a portion of Tract 1A4 and 1B8, A.F. Miller, Survey No.
216, City of El Paso, El Paso County, Texas, according to the map thereof
on file in Book 23, Page 20, Plat Records of El Paso County, Texas
("Property");

WHEREAS, Declarant filed a Declaration of Covenants, Conditions and
Restrictions, dated April 8, 1998, in Book 3347, Page ~~0613~~
0609 of the Deed Records of El
Paso County, Texas; and,

WHEREAS, Declarant has the right to amend the Declaration under Section 3,
Article XI and desires to amend the Declaration to regulate the construction of rock walls
in The Retreat; and,

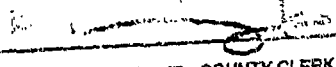
NOW THEREFORE, Declarant hereby amends the Declaration and declares that
all of the Property shall be held, sold and conveyed subject to the following restriction,
covenant and condition which are for the purpose of protecting the value and desirability
of, and which shall run with, the Property and be binding on all parties having any right,



REFILE AND CORRECT COPY
EL PASO COUNTY, TEXAS

RECORD FILED IN

Page 1


HECTOR ENRIQUEZ, JR., COUNTY CLERK

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Sky Island

title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

Section 1. For lots in the Retreat at Sky Island, walls meeting the requirements of the Architectural Guidelines shall be erected on side boundary lines between lots. All such side yard walls shall be deemed party walls. The cost of erecting all such party walls shall be the joint and equal obligation of the Owners, except for Declarant, of the lots on either side of the party wall. If one Owner elects to construct a party wall or party walls before the Owner or Owners of the adjacent lot or lots is ready to construct a residence and other improvements, such Owner may do so and Owners of the adjacent lots shall be personally obligated to reimburse the Owner who constructed such party walls for one half the cost thereof within a reasonable period of time after demand for reimbursement has been made. Provided, however, reimbursement is limited to one half the cost of a standard side residential wall using prevailing costs. Each Owner is advised that if he elects to erect party walls before Declarant has sold the adjacent lot or lots, that he will not be able to be reimbursed for one half the cost until Declarant has sold the adjacent lot or lots. The collection of reimbursement funds shall be the sole responsibility of the Owner who erects the party walls and not the Declarant.

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



CORRECT COPY OF INSTRUMENT RECORDED FILED IN
EL PASO COUNTY, TEXAS
HECTOR ENRIQUEZ, JR., COUNTY CLERK

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Sky Island

IN WITNESS THEREOF, the undersigned being the Declarant herein has herunto set its
hand this ____ day of January 1999.

Sky Island Partnership, Ltd.

By: Corycon, L.L.C.
General Partner

By: Vernon W. Schoemaker
Vernon W. Schoemaker
Authorized Member

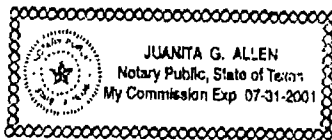
STATE OF TEXAS

COUNTY OF Dallas

BEFORE ME, the undersigned, a Notary Public in and for said County and State,
on this day personally appeared Vernon W. Schoemaker known to me to be the
person and authorized member whose name is subscribed to the foregoing instrument and
acknowledged to me that the same was the act of Corycon, L.L.C., a Texas Limited
Liability Company, and that Corycon, L.L.C. executed the same as the General Partner of
Sky Island Partnership, Ltd. for the purposes and consideration therein expressed, and in
the capacity therein stated.

GIVEN under my hand and seal of office, this the 23 day of

January, 1999.



Juanita G. Allen
Notary Public, State of Texas

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TARRANT COUNTY, TEXAS

NECTOR ENRIQUEZ, JR., COUNTY CLERK

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~~Doc# 99015499
Date: 03-02-1999
Filed 11:35:36 A.M.
COUNTY CLERK
HECTOR ENRIQUEZ, JR.
REC. \$ 13.00~~



~~MAR 02 1999~~

~~BY PROVISIONS HEREIN, WHICH RESTRICTS THE SALE, MORTGAGE OR LIEN ON THE DESCRIBED REAL PROPERTY TO PERSONS LAW FULLY QUALIFIED TO DO SO UNDER APPLICABLE LAWS OF THE STATE OF TEXAS.
I hereby certify that the requirements stated on the title and have been met.
Notary by me and my duly authorized in the volume and page of the Official Public Record of the Property El Paso County.~~

~~Doc# 99015499
H Pages: 3
Date : 03-02-1999
Time : 11:35:36 A.M.
Filed & Recorded in
Official Records
of El Paso County, TX
HONORABLE HECTOR ENRIQUEZ, JR.
COUNTY CLERK
REC. \$ 13.00~~

OCT 20 1999 El Paso, Texas
A true and correct copy I do hereby certify.

HECTOR ENRIQUEZ, JR.
County Clerk, El Paso Co., Texas

By: *[Signature]*
Deputy

*Return to
Sky Island Partnership
600 Sustard Park Dr., Building 6, Suite 300
El Paso, TX 79912.*


**END OF
INSTRUMENT**

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Doc# 99079494
Pages: 4
Date : 10-26-1999
Time : 10:32:20 A.M.
5- Filed & Recorded in
Official Records
of El Paso County, TX.
HONORABLE HECTOR ENRIQUEZ, JR.
COUNTY CLERK
Rec. \$ 15.00

ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW STATE OF TEXAS
I hereby certify that this instrument was filed on the date and time stamped hereon by me & was duly recorded in the volume and page of the Official Public Record of Real Property of El Paso County.

OCT 26 1999


+ *eh*
EL PASO COUNTY, TEXAS

**END OF
INSTRUMENT**