

AMENDMENT TO
CONDOMINIUM DECLARATION
FOR
CAMELOT TOWNHOMES

Article 2.3, Article 3.1(b), Article 5.6(c), Article 5.6(d)
and Article 9.3 of said Condominium Declaration for Camelot
Townhomes are hereby amended to as to read as follows:

"2.3 Unit "Unit" shall mean and refer to the elements of a Condominium which are not owned in common with other Owners of other Condominiums. The boundaries of a Unit shall be the interior surfaces of the perimeter walls, floors, ceilings, windows, doors and the exterior surfaces of attached balconies or terraces. The Unit shall include both the portions of building so described and the air space so encompassed. In interpreting deeds and plans, the existing physical boundaries of a Unit, or of a Unit reconstructed in substantial accordance with the original plans shall be conclusively presumed to be its boundaries, rather than the mete and bounds, or other description, expressed in the deed or plan, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown on the plan or in the deed of those of a building.

In addition, "Owners" of units 19 and 33 will receive land adjacent to their units as shown on "Exhibit C" (the map) as areas 19A and 33A, for the purposes of future enlargement of their respective units. Future enlargements will be defined as "Unit". All nonconstructed portions of areas 19A and 33A will become "Limited Common Areas". However, any future enlargement of any Unit shall be defined as "Unit".

"3.1(b) That the Owner of each respective Unit shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his respective Unit as they now exist or may be added in the future, nor shall said Owner be deemed to own pipes, ducting, wires, conduits or other public utility lines running through said respective Unit, which are utilized for, or serve more than one Unit, except as a tenant in common with the other Owners. As Owner, however, shall be deemed to own the walls and partitions which are contained within the Owner's respective Unit (but no structural changes therein shall be permitted without the Associations' consent as provided in its Bylaws), and also shall be deemed to own the interior decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including paint and wallpaper, as well as the exterior surfaces of attached balconies and terraces.

"5.6(c) That the Common Areas are and shall always be subject to easements for minor encroachments thereof of the Unit and that a non-exclusive easement for ingress, egress and support through the unrestricted Common Areas is appurtenant to each Unit and the Common Areas are subject to such easements. The Association shall have the right, pursuant to the procedures set forth in the Bylaws, to grant easements on Limited Common Areas for the purposes of expansion of its respective Unit.

"5.6(d) That the Association shall have the responsibility (subject to the provisions of Article 6 hereof) to manage and maintain all of the Common Areas, including

without limitation the exteriors of all buildings, landscaping and the private driveways, except for maintenance to be provided by "Owner" as described in Section 8.1.3 Duties of Owners, and such maintenance shall be of a high quality so as to keep the entire Project in first class condition and in good state of repairs; provided, however, that each Owner shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings or terraces bounding his unit.

"9.3 Repair of Units. Each Owner shall be responsible for the reconstruction, repair or replacement of the interior coverings, wall coverings, window shades, draperies, interior walls, furniture, furnishings, decorative light fixtures, and all appliances located therein, and the exterior surfaces of all balconies and terraces. Each Owner shall also be responsible for the costs, not otherwise covered by insurance carried by the Association, or any reconstruction repair or replacement of any portion of this Project necessitated by his negligence or misuse or the negligence or misuse of his guests, agents, employees or contractors, which shall be considered a Special Expense. In the event damage to all or any part of the interior of a Unit is covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction, repair or replacement of his Unit upon receipt of the insurance proceeds, or any portion thereof, from the Association. In the event such damage is not covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction, repair or replacement of his Unit within sixty (60) days after the date of such damage. All reconstruction, repair or replacement of the interior of a Unit required under this paragraph shall be subject to the control and supervision of the Association during the course thereof."

EXECUTED this 1 day of NOVEMBER, A.D. 1978.

Attest by Secretary
and Corporate Seal
Not Required

SIERRA PROPERTIES, INC.

By Charles Wood
Charles Wood, President

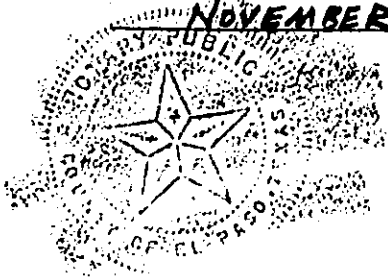
CAMELOT TOWNHOMES ASSOCIATION, INC.

By Charles Wood
Charles Wood, President

THE STATE OF TEXAS)
COUNTY OF EL PASO)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CHARLES WOOD, President of SIERRA PROPERTIES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SIERRA PROPERTIES, INC., a corporation, and that he executed the same for the purposes and consideration therein expresses and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1 day of NOVEMBER, A.D. 1978.

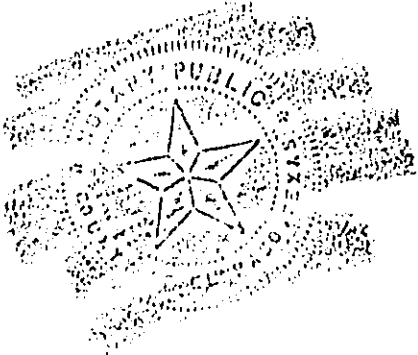


James P. Sorenson, Jr.
Notary Public in and for El Paso
County, Texas
JAMES P. SORENSON, JR., Notary Public
in and for the County of El Paso, Texas
My commission expires AUG 2, 1979

THE STATE OF TEXAS)
COUNTY OF EL PASO)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CHARLES WOOD, President of CAMELOT TOWNHOMES ASSOCIATION, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said CAMELOT TOWNHOMES ASSOCIATION, INC., a corporation, and that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1 day of NOVEMBER, A.D. 1978.



James P. Sorenson, Jr.
Notary Public in and for
El Paso County, Texas

JAMES P. SORENSON, JR., Notary Public
In and for the County of El Paso, Texas
My commission expires Nov 2, 1979

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46490
700 Cadiz

FILED FOR RECORD
COUNTY CLERK

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CLERK
COUNTY CLERK
DEPT. Rodriguez

STATE OF TEXAS COUNTY OF EL PASO
I hereby certify that this instrument was filed
on the date and time stamped hereon by me and
was duly recorded in the volume and page of the
Official Public Records of Real Property, El Paso
County, Texas.



DEC 14 1978

Madonna McConell
COUNTY CLERK, EL PASO, COUNTY, TEXAS

JIM SORENSON, JR.
DIRECTOR OF DEVELOPMENT

INVESCO

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