

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS  
ON AND FOR  
EMERALD SPRINGS RETREAT  
A Residential Subdivision**

THIS AMENDMENT TO DECLARATION, is made on the date herein set forth by View Point Acreage, LLC., a Texas limited liability company and Sunny View, LLC., a New Mexico limited liability company, hereinafter referred to collectively as "Declarant".

WHEREAS, Declarant has previously caused to be filed that certain Declaration of Covenants, Conditions and Restrictions, Easements, Charges and Liens On and For Emerald Springs Retreat (a Residential Subdivision) hereinafter referred to as the "Declarant" being recorded under Clerk's File No. 20050074280, Real Property Records of El Paso County, Texas; and

WHEREAS, Declarant desires to amend the Declaration as permitted by Article XIII of the Declaration to clarify and/or the supplement issues dealing with garages, temporary structures, and offensive activities;

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

1. Article IX, section of the Declaration is hereby amended to read as follows:

Section 3. Garages; Parking. Each single-family residential dwelling erected on any lot shall provide garage space for a minimum of two (2) conventional automobiles, unless otherwise specifically approved by the ARC. Carports are not encouraged but may be permitted under limited rigid circumstances if, as and when, in the absolute opinion of the Architectural Review Committee, the exterior surface and appearance will substantially compare with a garage and if absolutely no storage of items, which would otherwise be visible, will occur thereunder. Any and all proposed garage or carport plans and specifications must be submitted to the Architectural Review Committee for review and approval.

Each Owner, Resident and Member shall park all vehicles within their garage, on their driveway, or on the street immediately abutting their property. Under no circumstances may an Owner, Resident and Member park on the street abutting a property other than their own without permission

of that property owner or resident. Violators may be towed after written warning.

Each Owner, Resident and Member shall not perform, permit or allow repair or maintenance work to any automobile or other vehicle outside the garage and visible to the abutting street(s).

Under no circumstances or conditions shall any automobile or other vehicle be parked on a non-paved portion of any Lot.

2. Article IX, section 8 of the Declaration is hereby amended to read as follows:

Section 8. Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any lot without the express written consent of the ARC. Temporary structures shall include, but not be limited to, any garage, servant's house or other improvement erected more than one hundred twenty (120) days prior to the completion of the main portion of the single-family dwelling. However, upon receiving the prior, express written approval of the Architectural Review Committee, Declarant or any bona-fide homebuilder may maintain temporary sales or construction offices provided such sales or construction offices are removed within sixty (60) days after completion of sales or construction, as the case may be.

Any truck (over 3/4 ton and excluding conventional pickups), bus, boat, boat trailer, trailer, mobile home, golf cart, motorcycle, recreational vehicle, campmobile, camper and any vehicle other than a conventional automobile shall, if brought within the Subdivision by or on behalf of any Owner, Member or Resident, be stored, placed or parked within the enclosed garage on the appropriate Lot, or screened from view from the street and any adjoining lot, provided the screened item is no taller than (six) feet. All screening materials shall be approved by the ARC prior to any installation of the screen. The ARC shall have the right to establish rules related to loading and unloading of any above mentioned vehicles, including but not limited to allowing three days for such purpose. The Declarant and/or the Association may, at its option, provide and designate (and

charge for and collect a reasonable user fee as approved by the Board), at one or more locations within the Properties, a surface facility for the storage of any vehicle mentioned above which cannot be stored properly within a garage; if, as and when such facility is designated, then each Owner, Member and Resident agrees to cooperate in appropriately using such facility; HOWEVER, Declarant has no plans to provide such surface storage facility, now or in the future.

3. Article IX, section 10 of the Declaration is hereby amended to read as follows:

Section 10. Offensive Activities; Pets. No noxious or offensive activity or pollution emitting sight/sound/smell, as determined by the ARC, shall be conducted or permitted on any portion of the Properties. No direct sales activities such as (excluding, however, activities of the Declarant and bona-fide homebuilders and community activities specifically approved by the Board) patio sales, flea markets, bazaars, sample sales, or similar activities shall be conducted on any portion of the Subdivision.

Any noise or odor emitted by, and any discharge or waste from, any animal (including without limitation dogs and cats) which can be seen, heard or smelled outside the perimeter of the subject Owner's (or Member's or Resident's) Lot shall be deemed noxious and offensive and is therefore prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and they are not noxious, offensive, vicious (e.g. pit bull terriers shall not be permitted within the Properties) or dangerous. Any outside pen, cage, kennel, shelter, concrete pet pad, run, track or other building, structure or device directly or indirectly related to animals which can be seen, heard or smelled by anyone other than the subject Lot Owner must be approved by the Architectural Review Committee in its sole and absolute discretion. Each and every dog, cat or other household pet, if not kept and confined within an enclosed non-visible portion of the Owner's/Resident's/Member's Lot, must be leashed and accompanied by its corresponding Owner/Resident/Member, particularly when traveling beyond the perimeter of the

Owner's/Resident's/Member's Lot, and such Owner/Resident/Member shall promptly clean and remove the discharge and waste of any pet. Noises, activities or odors shall be deemed to be noxious and offensive if two (2) or more Owners, Members and Residents of properties file a complaint with the Association.

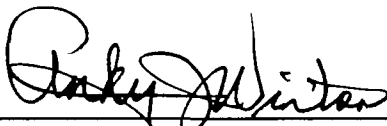
All capitalized terms used in this Amendment, unless otherwise defined, shall have the meanings given to them in the Declaration. Except as amended by this Amendment, the original Declaration is hereby confirmed and ratified in all respects.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Amendment to be effective as of the 19<sup>th</sup> day of September, 2011.

DECLARANT:

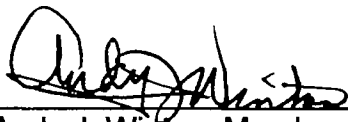
**VIEW POINT ACREAGE, LLC**

Address:  
6300 Escondido  
El Paso, Texas 79912

By:   
Andy J. Winton, Member and Manager

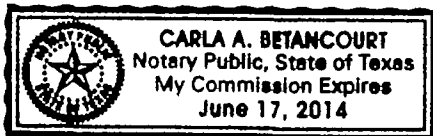
**SUNNY VIEW, LLC.**

Address:  
6300 Escondido  
El Paso, Texas 79912

By:   
Andy J. Winton, Member and Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §

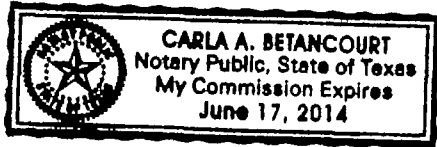
This instrument was acknowledged before me on the 19<sup>th</sup> day of September, 2011, by Andy J. Winton, Member and Manager of View Point Acreage, LLC., a Texas limited liability company, on behalf of said company.



  
NOTARY PUBLIC, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on the 19<sup>th</sup> day of September, 2011, by Andy J. Winton, Member and Manager of Sunny View, LLC., a Texas limited liability company, on behalf of said company.



*Carla A. Betancourt*  
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NOTARY PUBLIC, State of Texas

After Recording Return to:  
  
View Point Acreage, LLC  
Sunny View, LLC  
Attn: Andy J. Winton  
6300 Escondido  
El Paso, Texas 79912

Doc# 20110068903  
#Pages 5 #NFPages 1  
10/4/2011 3:27:42 PM  
Filed & Recorded in  
Official Records of  
El Paso County  
Delia Briones  
County Clerk  
Fees \$27.00

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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

*Delia Briones*

EL PASO COUNTY, TEXAS