

600640  
JB-105  
3 pages

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
TUSCANY AT RIDGEVIEW ESTATES**

This First Amendment ("First Amendment") to the Declaration of Covenants, Conditions and Restrictions (the "Covenants") for Tuscany at Ridgeview Estates is made by Acro Developers Limited Partnership, ("Declarant").

1. **Recitals.** Whereas, Declarant filed the Covenants for Tuscany at Ridgeview Estates (the "Subdivision") which Covenants are of record in Document #20060002649, Real Property Records of El Paso County, Texas; and

Whereas, Section 9.03 of the Covenants authorizes the Declarant to amend the Covenants by an instrument in writing, duly executed and filed of record at any time; and

Whereas, the Conversion Date as defined in Section 4.05 of the Covenants has not yet occurred;

Whereas, the Declarant deems it necessary and appropriate to amend the Covenants as more fully set forth herein;

**NOW, THEREFORE,** the Declarant hereby amends certain portions of the Covenants as hereinafter provided:

2. **Amendment to Section 3.01.** Section 3.01 of the Covenants is hereby deleted and is superceded by the following provision to provide the filing reference for the Plat:

Section 3.01. Description. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration consists of the following:

Tuscany at Ridgeview Estates, a subdivision in El Paso County, Texas, according to the plat or map thereof filed of record in Document #20060002647, Real Property Records, El Paso County, Texas,

all of which real property is sometimes hereinafter referred to as the "Property".

3. **Addition of Section 3.04.** The following is added to the Covenants as Section 3.04:

**3.04. Exclusion from Membership in Property Owners Association.** Lot 1, Block 44, Lot 1, Block 45 and Lot 23, Block 6, shall be excluded from membership in the Tuscany at Ridgeview Estates Property Owners Association (the "Association") and shall not be subject to any of the provisions, benefits, duties, assessments or liens set forth in Articles IV, V and VI of the Covenants. These three lots shall be referred to as the Excluded Lots. The Excluded Lots shall be subject to all other provisions of the Covenants, including, without limitation, Article VII relating to Architectural Review Committee and Article VIII relating to Building and Use Restrictions. The Excluded Lots shall specifically be subject to the review

and approval of all construction and improvements by the Architectural Review Committee, notwithstanding the fact that the Architectural Review Committee may be appointed by the Association after the Conversion Date.

4. **Addition of Section 3.05.** The following is added to the Covenants as Section 3.05:

**3.05 Declarant Initial Contribution.** Declarant shall contribute to the Association prior to the Conversion Date, the amount of \$200.00 for each lot in the Subdivision, except the Excluded Lots. Such contributions shall be made to the Association, shall be placed in an interest bearing account, and shall be used by the Association for maintenance, repair, preservation, upkeep and protection of the Common Facilities in the Subdivision and other purposes as the Association may be allowed to expend funds. In the event the Conversion Date occurs before the Declarant completes development of any lot in any subsequent phase of the Subdivision, Declarant may withhold the initial contribution for any subsequent phases of the Subdivision until those lots are substantially complete and the subsequent phase of the Subdivision has received city final inspection. The Developer shall have the right, but not the obligation, to make such additional contributions as it shall, in its own discretion, determine.

5. **Amendment to Section 7.05(a).** Section 7.05(a) shall be amended to provide that the period for construction of a home from commencement shall be 270 calendar days rather than 180 calendar days. In all other respects Section 7.05(a) remains in full force and effect.

6. **Amendment to Section 7.06(b).** Section 7.06(b) is hereby deleted and superceded by the following to provided corrected legal descriptions:

- (b) Lots 1-4, Block 41; Lots 1 - 15, Block 42; Lots 1-8, Block 43; Lot 1, Block 44; Lot 1, Block 45; and Lot 23, Block 6 shall be a minimum of 2600 square feet.

7. **Modification.** Except as expressly amended herein, all provisions of the Covenants are hereby ratified and continued in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has executed this First Amendment to Covenants to be effective this 3rd day of May, 2006.

DECLARANT:

ACRO DEVELOPERS LIMITED PARTNERSHIP

BY: T & D DEVELOPERS, INC.

ITS: GENERAL PARTNER

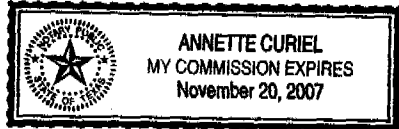
BY: 

DAN O'LEARY, PRESIDENT

THE STATE OF TEXAS     )  
  )  
COUNTY OF EL PASO     )

This instrument was acknowledged before me on the 3rd day of May, 2006 by DAN O'LEARY, President of T & D Developers, Inc., General Partner for ACRO Developers Limited Partnership, a Texas Limited Partnership, on behalf of said partnership.

SEAL:



Annette Curiel  
Notary Public, State of Texas

FLBAS/ACRODEVELOPERS/FIRSTAMENDECCOV.

Doc# 2006040885

#Pages 3 #NFPages 1

05/03/2006 04:00 PM

Filed & Recorded in  
Official Records of

EL PASO COUNTY

WALDO ALARCON

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.



EL PASO COUNTY, TEXAS

*Waldo Alarcon*