

AMENDMENT NO. ONE TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE WILLOWS, UNIT FIVE
(A Residential Subdivision)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

THIS AMENDMENT (this "Amendment") is made effective the 22 of June, 1993, by the parties whose names appear below, for the purpose of amending and supplementing that certain Declaration of Covenants, Conditions and Restrictions for The Willows, Unit Five dated June 29, 1987, filed for record in Book 1816, Page 1589, Real Property Records of El Paso County, Texas (the "Declaration"), which Declaration establishes covenants, conditions and restrictions for The Willows, Unit Five, a subdivision in the City of El Paso, El Paso County, Texas, according to the map thereof on file in Book 61, Page 83, 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 undersigned Owners of Lots subject to the Declaration, constituting not less than seventy-five percent (75%) of the Owners of all Lots within the Subdivision, desire to amend and supplement the Declaration as hereinafter provided; and

WHEREAS, the Board of Trustees of the Lake Willows Island Property Owners Association has joined in the execution of this Amendment for the purpose of acknowledging and confirming the execution of this Amendment in accordance with the terms of the Declaration;

NOW, THEREFORE, the undersigned Owners hereby amend and supplement the Declaration as follows:

1. Future Lake. The Declarant named in the Declaration did not expand the existing Lake on property adjacent to the Property, and therefore the definitions in Section 2.5 of the Declaration and all other provisions of the Declaration are hereby amended to delete all references to the Future Lake.

2. Definition of Lot. The second sentence of Section 2.6 of the Declaration, dealing with voting rights of Owners of more than one Lot, is hereby deleted. If an Owner owns more than one platted lot or a portion thereof which is used for a single residence, then the term "Lot" shall include the land (more than one platted lot or portion thereof) owned by such Owner. For purposes of determining the square footage of any Lot, only the land held by an Owner in fee simple shall be counted, without regard to Reciprocal Exchange Easements.

3. Use of Lake. Notwithstanding any other provision in the Declaration to the contrary, only the Owners of the Lake Lots shall have the right to the use and enjoyment of the Lake and the perpetual, non-exclusive easement and right-of-way for scenic and recreational purposes upon and across the surface and waters of the Lake. Owners of the Lake Lots shall be charged with the duty and obligation to pay assessments for the preservation, maintenance, control and regulation of the Lake and its use.

4. Agreement for Lake Rights. Notwithstanding any other provision in the Declaration to the contrary, the Board of Trustees is authorized to enter into one or more agreements with the declarant or homeowners' association of the WILLOW BEND SUBDIVISION and/or with the Willows Property Owners Association to govern the rights, if any, of the owners of lots outside the Subdivision that abut the Lake to the use and the enjoyment of the Lake, and to the perpetual non-exclusive easement and right-of-way for scenic and recreational purposes upon and across the surface and waters of the Lake. The agreement(s) may include provisions for the governance of the Lake, including without limitation, the right and obligation to share the cost and expenses of owning and maintaining the Lake and the rights of each such owner of an abutting Lot to vote on matters affecting the Lake. Any such agreement(s) shall be recorded in the Real Property Records of El Paso County, Texas.

5. Voting Rights. Section 5.4 of the Declaration is hereby amended in its entirety to read as follows:

5.4 Voting Rights in the Association. From and after the date of this Amendment, and subject to the provisions of Section 5.4.3 below, the Members of the Association shall have the following voting rights in connection with matters before the Association:

5.4.1 Voting Rights Per Lot. A Member owning a Lot having a total area of 8,400 square feet or less (a "Small Lot") shall be entitled to one (1) vote, a Member owning a Lot or Lots used for a single residence having a total area of more than 8,400 square feet, but less than or equal to 16,800 square feet (a "Large Lot") shall be entitled to two (2) votes, and a member owning a Lot or Lots used for a single residence having a total area of more than 16,800 square feet (a "Great Lot") shall be entitled to three (3) votes.

5.4.2 Determination of Lot Size. For purposes of determining voting rights and assessments (other than Lake Assessments, as hereinafter defined): (i) the size of a platted Lot shall be determined by reference to the recorded Plat; (ii) if two (2) whole platted Lots are owned by the same Owner and are used for the construction of a single residence, then from the date of issuance of a Certificate of Occupancy by the City of El Paso for the residence constructed thereon, the total area of both

platted Lots as reflected on the Plat shall be added to determine whether the Owner is a Small Lot, Large Lot or Great Lot Owner (prior to the issuance of the Certificate of Occupancy, each Lot shall be considered separately); and (iii) in all other cases in which a Member owns more than one platted Lot or portions thereof, used for a single residence, the determination of whether the Member shall be deemed a Small Lot, Large Lot or Great Lot Owner shall be made in the discretion of the Board of Trustees by whatever means it deems reasonable.

5.4.3 Replat of Certain Lots. As of the date of this Amendment, Lot 11, Block 12; Lots 11 through 14, inclusive, Block 14; and Lots 2, 3, 6, 7 and 8, Block 15, of the Subdivision; and Lots 9 and 10, Block 12; and Lots 9 and 10, Block 14 of the Subdivision (Replat "A") are being considered for replat (to be known as Replat "B") to increase the size and to improve the configuration of these Lots (the "Excepted Lots"). Until the replat of all or most of the Excepted Lots under Replat "B" is approved and filed of record, the Board of Trustees shall determine, in its reasonable discretion, the number of votes to which the Owner of these Lots will be entitled, and the number and amount of assessments payable by the Owner of these Lots; provided, however, that the Owner of the Excepted Lots shall be deemed to have not less than five (5) votes and pay assessments for not less than five (5) Small Lots, and will have not more than fourteen (14) votes and pay not more than the assessments for fourteen (14) Small Lots. Until the Replat is filed, the Board of Trustees will also determine the number of Lake Lot assessments chargeable to the Excepted Lots.

5.4.4 Multiple Ownership. Where more than one person or entity holds such interest in any Lot or subdivided portions thereof, all such persons collectively shall be a single Member, and the vote for such Member shall be exercised as the several parties shall determine among themselves.

5.4.5 Association Ownership. The Association shall not be a voting member of the Association by virtue of its ownership of any Lot, or subdivided portion thereof.

5.4.6 Lake Lots. Notwithstanding the foregoing, only Members who own Lake Lots shall have the right to vote on matters exclusively related to the Lake, such as Lake Assessments and charges and expenses for maintenance of the Lake. The determination of whether a matter is exclusively related to the Lake shall be made in the reasonable discretion of the Board of Trustees.

6. Restricted Voting Rights. Section 5.5 of the Declaration is hereby deleted in its entirety.

7. Manner of Determining Regular Annual Assessments. Section 6.3 of the Declaration is amended in its entirety to read as follows:

6.3 Manner of Determining Regular Annual Assessments. The Regular Annual Assessment for each fiscal year shall be determined by the Board upon its adoption of the annual budget for such fiscal year in the following manner:

(a) Total Regular. The Regular Annual Assessment with respect to any fiscal year shall equal the total amount of the annual budget approved by the Board with respect to such fiscal year.

(b) Allocation. Each Lot's pro rata share of the Regular Annual Assessment shall be determined by multiplying the Regular Annual Assessment by a fraction, the numerator of which is a weighted factor of one (1) for Small Lots, a weighted factor of two (2) for Large Lots, and a weighted factor of three (3) for Great Lots, and the denominator of which is the total of all weighted factors for all of the Lots; provided, however, that the weighted factors for the Excepted Lots shall be determined in the reasonable discretion of the Board of Trustees until the Excepted Lots are replatted by the Owner thereof. Once the Excepted Lots are replatted into a fewer number of Lots, then the weighted factor shall be determined based on the size of the new Lots.

(c) Surplus. Should any surplus exist at the end of any year, the Board may, at its own discretion, reduce the amount required for the next Regular Annual Assessment by an amount not more than said surplus, provided, however, that reserve fund requirements are first met.

8. Lien and Foreclosure. The third sentence of Section 6.11 of the Declaration is hereby amended to read as follows:

Such lien for payment of assessments shall attach from the date such payment becomes delinquent and may be enforced after recording said notice by any one or more of the following methods: (i) nonjudicial foreclosure of such lien on the Lot, or subdivided portion thereof, and any improvements thereon in a manner similar to a nonjudicial foreclosure of a mortgage on real property in accordance with the Texas Property Code; (ii) suit against the Owner personally obligated to pay the assessment; and/or (iii) foreclosure of the aforesaid lien judicially.

9. Height Restrictions. Section 10.3.1 of the Declaration is hereby amended to provide that no residential structure erected on any Lake Lot shall have more than one (1) story, nor exceed twenty-four and one-half feet (24.5') in height (measured from the

highest header curb elevation at the adjacent street to such Lot to the highest point on the roof other than the chimney), and that a residential structure erected on any Lot other than a Lake Lot shall have no more than two (2) stories, nor exceed twenty-six and one-half feet (26.5') in height (measured from the highest header curb elevation at the adjacent street to such Lot).

10. Minimum Square Footage. From and after the date this Amendment is filed for record in the Real Property Records of El Paso County, Texas, and subject to the last sentence in this paragraph, each patio home constructed in the Subdivision shall have a minimum exterior area, exclusive of attached garages and porches, of at least 1,500 square feet, and each other residence constructed in the Subdivision shall have a minimum exterior area, exclusive of attached garages and porches, of at least 2,100 square feet. Patio homes may be constructed only upon Lots 2 through 11, inclusive, Block 12, of the Subdivision (as platted or replatted), and Lots 1 through 11, inclusive, Block 14, of the Subdivision (as platted or replatted). The minimum square footage for residences constructed on the Excepted Lots shall be determined by a majority of the Board of Trustees, as evidenced by any one or more instruments filed for record in the Real Property Records of El Paso County, Texas, signed by any three members of the Board of Trustees.

11. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards and specifications (including without limitation a limited number of acceptable exterior materials and/or finishes and also landscaping requirements), which shall constitute guidelines only and shall not be binding upon the Architectural Control Committee or in any manner determinative of the approval or disapproval by such Committee of submitted plans and specifications.

12. General Construction Requirements.

(a) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings, and doors completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the issuance of the building permit for the residence.

(b) No window or wall-type air conditioners shall be permitted to be used, placed or maintained on or in any building in any part of the Subdivision.

(c) Before any landscaping shall be done in the front of any newly constructed residential structure, or before landscaping in front of an existing residential structure is materially changed, the landscape layout and plans must be first approved by the Architectural Control Committee. Landscaping is to be done in the parkway area and on the front of the Lot at the time the residential structure is being completed and before occupancy.

13. Walls, Fences and Hedges. No walls, fences or hedges shall be erected or maintained nearer to the front Lot line than the walls of the dwelling situated on such Lot, which are nearest to such front Lot line. All side or rear fences and walls must be at least four (4) feet in height (except for the garden walls, fences and hedges between the front building setback line and the street, which may be no more than two (2) feet in height), unless otherwise approved in writing by the Architectural Control Committee; provided, however, fences and walls along or abutting the New Mexico state line or any drainage ditches shall be six (6) feet in height. Side walls and rear walls, if any, on Lake Lots shall be garden walls.

Fences or walls must be constructed of ornamental iron or masonry, or may be rock walls. Other than on Common Areas, no chain link fences shall be permitted, except to enclose swimming pools and only if they are not visible from the street or Lake.

14. Nuisances. Section 10.5.7 of the Declaration is supplemented by adding the following:

No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or any portion of the Common Area. The use or discharge of firearms, firecrackers, or other fireworks in the Subdivision is prohibited. No motor bikes, motorcycles, motor scooters, "go-carts", or other similar vehicles shall be permitted to be operated in the Subdivision if, in the sole judgment of the Board of Trustees of the Association, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance.

15. Lot Maintenance. Section 7.4 of the Declaration is supplemented by adding the following:

The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only during such hours as permitted by law).

16. Lake Lot Assessments. The Lake Lots are hereby designated as a separate area for assessments to be designated as the "Lake Assessments", which are to be used for the benefit of the Lake Lots and the use and maintenance of the Lake, including all costs and expenses for liability insurance and other costs directly associated with the Lake. A single Lake Assessment shall be charged for each residence on a Lot adjoining the Lake from and after the date that a Certificate of Occupancy is issued by the City of El Paso, such that when all initial residential construction is completed, the number of residences on property abutting the Lake shall be used for proration of Lake Assessments. Until a Certificate of Occupancy is issued for the residence constructed thereon, each Lake Lot or portion thereof, as shown on the Plat of the Subdivision, shall be charged a Lake Assessment.

17. Lake Committee and Agreements. The Board of Trustees shall appoint a committee of Members owning Lake Lots to prepare a budget of Lake-related costs and expenses and to recommend the amount of Lake Assessments. The Board of Trustees may enter into agreements with other persons or associations representing owners of lots abutting the Lake, but outside of the Subdivision, covering the rights and obligations of such owners and the governance of the Lake. The agreements shall provide for the payment by such owners to the Association of assessments equal in amount to the Lake Assessments charged by the Association to Owners of Lake Lots for the use, maintenance and enjoyment of the Lake.

18. Lake Rights. The rights of Owners of Lake Lots will be subject to the following terms and conditions:

(a) The right of the Board of Trustees to impose reasonable restrictions and regulations of use, and the rights of owners of lots abutting the Lake, but outside of the Subdivision, to the extent such rights have been granted or are granted by the Board of Trustees in written agreements, all such rights being subject to the obligation to pay an equitable share of the costs of preservation, maintenance, control and regulation of the Lake.

(b) The Association, acting through its Board of Trustees, will be granted the right to levy annual Lake Assessments against Owners of Lake Lots, for purposes related to the Lake, and with respect to the Lake Lots only, with amounts so assessed and expenditures from such assessments to be separately accounted for. The Lake Assessments are payable and enforceable in the same manner as Special Group Assessments.

(c) The Board of Trustees are given the power and authority to enter into on behalf of the Association (and Owners of Lake Lots) such maintenance contracts and/or joint maintenance agreements for the preservation, maintenance, control and regulation of the Lake jointly with other associations or owners having rights on behalf of its members

related to the Lake, and to share the cost thereof with such other associations or owners on such terms as the Board may reasonably determine.

(d) The Board of Trustees are given the power and authority to promulgate or agree to joint regulations for the use of the Lake by Owners of Lake Lots and other designated persons on such terms and conditions as the Board of Trustees shall reasonably determine.

Except as expressly set forth in this Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

The Board of Trustees has joined in the execution of this Amendment to (i) affirm that this Amendment has been approved by seventy-five percent (75.0%) of the Owners of Lots in the Subdivision as required in Section 12.2 of the Declaration and (ii) to certify that there are no eligible mortgage holders with the right to approve material changes to the Declaration as described and defined in Section 12.2 of the Declaration.

EXECUTED EFFECTIVE as of the day and year first above written.

THE BOARD OF TRUSTEES OF THE LAKE
WILLOWS ISLAND PROPERTY OWNERS
ASSOCIATION

By Paul Benner
PAUL BENNER, Trustee / President

By Mary Gorrell
MARY GORRELL, Trustee

By Steve Frybarger
STEVE FRYBARGER, Trustee

By Jack Woolverton
JACK WOOLVERTON, Trustee

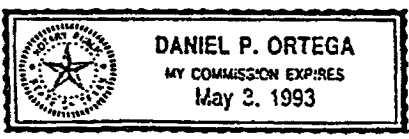
By Robert Hoover
ROBERT HOOVER, Trustee

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 30th day of April, 1993, by Paul Benner, President and Trustee of The Lake Willows Island Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.

My Commission Expires: _____.

Daniel P. Ortega
Printed Name: Daniel P. Ortega
Notary Public, State of Texas



Owners of Lots in The Willows, Unit Five:

Knickerbocker Life Insurance Co. in Receivership
FORMAC, INC., Special Deputy
Receiver

By Mary C. Correll
Name: Mary C. Correll
Title: President, Formac Inc.

Lots <u>6 thru 9, 10^(A)</u> , Block	<u>12</u>
Lots <u>7-9, 10^(B)</u> , Block	<u>14</u>
Lots <u>13^(E) 16 18-21</u> , Block	<u>14</u>
Lots <u>2^(D) 2A 3A 7^(E)</u> , Block	<u>15</u>
Lots <u>13 14, 17-31</u> , Block	<u>16</u>

JUNE E. BANKS
Printed Name: JUNE E. BANKS
Lot 5, Block 14

ROBERT HOOVER
Printed Name: ROBERT HOOVER
Lot 2 Block 12

FRANCE M. BENDER
Printed Name: FRANCE M. BENDER
Lot 15 & 16, Block 16

DANIEL T. BENDER
Printed Name: DANIEL T. BENDER
Lot 7 & 8, Block 16

GOOMEY LIPPMAN
Printed Name: GOOMEY LIPPMAN
Lot 3, Block 14

PAUL E. BENDER
Printed Name: PAUL E. BENDER
Lot 11, Block 16

LATACIA H. BENDER
Printed Name: LATACIA H. BENDER
Lot 11, Block 16

- ^(A) vote represents physical lots 10 and 11
- ^(B) vote represents physical lots 10 and 11
- ^(C) vote represents physical lots 12, 13, 14
- ^(D) vote represents physical lots 2 and 3
- ^(E) vote represents physical lots 6, 7, and 8

(SIGNATURES CONTINUED ON NEXT PAGE)

~~James Hoover~~
Printed Name: JAMES HOOPER
Lot 2, Block 12

Michael G. Guttenbecht
Printed Name: MICHAEL G. GUTTENBECHT
Lot 546, Block 16

Ann M. Benin
Printed Name: ANN M. BENIN
Lot 7+8, Block 16

Stephen D. Kerr
Printed Name: STEPHEN D. KERR
Lot 3+4, Block 16

John F. Brinks
Printed Name: JOHN F. BRINKS
Lot 5, Block 14

Catherine Kerr
Printed Name: CATHERINE KERR
Lot 3+4, Block 16

Bonnie J. Reason
Printed Name: BONNIE J. REASON
Lot 15+16, Block 14

Dorothy K. Masnesca
Printed Name: DOROTHY K. MASNESCA
Lot 2, Block 14

Margaret Lippman
Printed Name: MARGARET LIPPMAN
Lot 3, Block 14

Printed Name: _____
Lot _____, Block _____

AMENDMENT NO. TWO TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE WILLOWS, UNIT FIVE
(A Residential Subdivision)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

THIS AMENDMENT (this "Amendment") is made effective the 22 of JUNE, 1993, by the parties whose names appear below, for the purpose of amending and supplementing that certain Declaration of Covenants, Conditions and Restrictions for The Willows, Unit Five dated June 29, 1987, filed for record in Book 1816, Page 1589, Real Property Records of El Paso County, Texas (the "Declaration"), which Declaration establishes covenants, conditions and restrictions for The Willows, Unit Five, a subdivision in the City of El Paso, El Paso County, Texas, according to the map thereof on file in Book 61, Page 83, 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 undersigned Owners of Lots subject to the Declaration, constituting not less than seventy-five percent (75%) of the Owners of all Lots within the Subdivision, desire to amend and supplement the Declaration as hereinafter provided; and

WHEREAS, the Board of Trustees of the Lake Willows Island Property Owners Association has joined in the execution of this Amendment for the purpose of acknowledging and confirming the execution of this Amendment in accordance with the terms of the Declaration;

NOW, THEREFORE, the undersigned Owners hereby amend and supplement the Declaration as follows:

1. Sale of Common Area Lot. Notwithstanding any other provision of the Declaration, the Board of Trustees shall have the power and authority to sell Lot 32, Block 16, THE WILLOWS, UNIT FIVE (the "Common Area Lot"), or a portion thereof, for a price equal to the fair market value as determined by an appraisal or other valuation method acceptable to the Board of Trustees, in their reasonable discretion. The Board of Trustees shall, upon execution of a Contract for Sale, give written notice to each Member and to each eligible mortgage holder. If any Member or eligible mortgage holder objects to such sale within twenty (20) days from the date of the notice, the Board of Trustees must obtain the written consent of at least sixty-seven percent (67.0%) of the Members and sixty-seven percent (67.0%) of the eligible mortgage holders prior to the sale. Upon the sale of the Common Area Lot, or a portion thereof, said Lot or portion thereof shall no longer be treated as a Common Area but instead shall become a Lot subject to all of the covenants, conditions and restrictions of the

Declarations. The net proceeds of the sale of the Common Area Lot, or any portion thereof, shall be used only for capital improvements, including without limitation, walls for enclosing the swimming pool, decking, Common Area landscaping, pool equipment, street lighting, security improvements, and recreational improvements.


2. Transfer of Lake. The Board of Trustees shall have the power to transfer title to the Lake to another association consisting of all Owners of Lake Lots provided that (i) the transfer is approved by not less than the Owners of sixty-seven percent (67%) of all Lots; (ii) the transfer is approved by not less than the Owners of eighty-five percent (85%) of the Lake Lots; (iii) the association to which the Lake is transferred grants to the Owners of Lake Lots substantially the same rights, and imposes substantially the same obligations, as those granted and imposed by the Declaration; (iv) the cost of the transfer is borne by the Owners of the Lake Lots; and (v) the association to which the Lake is transferred assumes all liabilities, duties and obligations associated with the Lake, including, without limitation, the duty and obligation of maintenance. The Board of Trustees may transfer the Lake in accordance with this paragraph without any further consideration. In the event the Lake is transferred to another association, all the terms and conditions set forth in the Declaration with respect to the Lake shall terminate and be of no further force or effect.

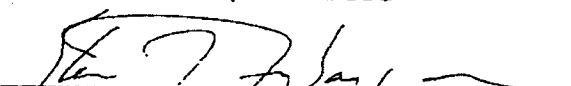
The Board of Trustees has joined in the execution of this Amendment to (i) affirm that this Amendment has been approved by seventy-five percent (75.0%) of the Owners of Lots in the Subdivision as required in Section 12.2 of the Declaration and (ii) to certify that there are no eligible mortgage holders with the right to approve material changes to the Declaration as described and defined in Section 12.2 of the Declaration.

EXECUTED EFFECTIVE as of the day and year first above written.

THE BOARD OF TRUSTEES OF THE LAKE
WILLOWS ISLAND PROPERTY OWNERS
ASSOCIATION

By 
PAUL BENNER, Trustee

By 
MARY CORRELL, Trustee

By 
STEVE FRYBARGER, Trustee

By Jack Woolverton
JACK WOOLVERTON, Trustee

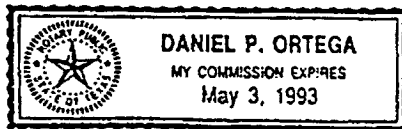
By Robert Hoover
ROBERT HOOVER, Trustee

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 30th day of April, 1993, by Paul Benner, Trustee of The Lake Willows Island Property Owners Association, on behalf of said Association.

My Commission Expires:
5-3-93

Daniel P. Ortega
Daniel P. Ortega
Notary Public, State of Texas

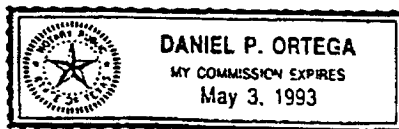


STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 30th day of April, 1993, by Robert Hoover, Trustee of The Lake Willows Island Property Owners Association, on behalf of said Association.

My Commission Expires:
5-3-93

Daniel P. Ortega
Daniel P. Ortega
Notary Public, State of Texas

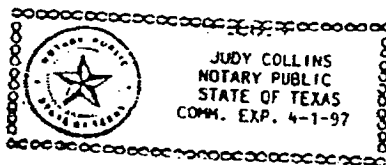


STATE OF TEXAS)
)
COUNTY OF Dallas)

This instrument was acknowledged before me on this 21 day of May, 1993, by Mary Gorrell, Trustee of The Lake Willows Island Property Owners Association, on behalf of said Association.

My Commission Expires:
4-1-97

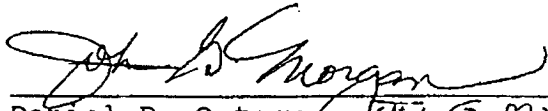
Judy Collins
~~Daniel P. Ortega~~ Judy Collins
Notary Public, State of Texas



LOUISIANA
STATE OF ~~TEXAS~~
Parish East Baton Rouge
COUNTY OF ~~Rockwall~~

This instrument was acknowledged before me on this 20 day of May, 1993, by Steve Frybarger, Trustee of The Lake Willows Island Property Owners Association, on behalf of said Association.

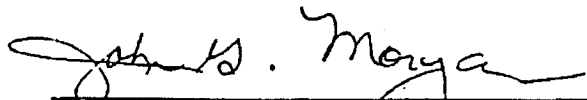
My Commission Expires:
at Death


~~Daniel P. Ortega~~ JOHN G. MORGAN
Notary Public, State of ~~Texas~~
LOUISIANA

LOUISIANA
STATE OF ~~TEXAS~~
Parish East Baton Rouge
COUNTY OF ~~Rockwall~~

This instrument was acknowledged before me on this 20th day of May, 1993, by Jack Woolverton, Trustee of The Lake Willows Island Property Owners Association, on behalf of said Association.

My Commission Expires:
at Death


~~Daniel P. Ortega~~ JOHN G. MORGAN
Notary Public, State of ~~Texas~~
LOUISIANA

The following represent at least seventy-five percent (75%) of the Owners of Lots in The Willows, Unit Five:

Knickerbocker Life Insurance Co. in Receivership
FORMAC, INC., Special Deputy
Receiver

By Mary C. Gorrell
Name: Mary C. Gorrell
Title: President Formac Inc.

Lots <u>6-9, 10^(A)</u>	Block	<u>12</u>
Lots <u>1, 7-9, 10^(B)</u>	Block	<u>14</u>
Lots <u>13, 16, 18-21</u>	Block	<u>14</u>
Lots <u>2^(C), 2A, 3A, 7^(E)</u>	Block	<u>15</u>
Lots <u>13, 14, 17-31</u>	Block	<u>16</u>

Paul E. Benner

Printed Name: PAUL E. BENNER
Lot 9 & 10, Block 16

Dominica J. Benner

Printed Name: Dominica J. Benner
Lot 9 & 10, Block 16

Robert Hoover

Printed Name: ROBERT HOOVER
Lot 2, Block 12

Robert Hoover

Printed Name: Robert Hoover
Lot 2, Block 12

Michael G. Gutierrez, M.D.

Printed Name: MICHAEL G. GUTIERREZ, M.D.
Lot 5 & 6, Block 16

Stephen R. Adams

Printed Name: Stephen R. Adams
Lot #3, Block 12

Stephen R. Adams

Printed Name: Stephen R. Adams
Lot 3, Block 12

(A) Vote represents physical
lots 10 and 11

(B) Vote represents physical
lots 10 and 11

(C) Vote represents physical
lots 12, 13, 14

(D) Vote represents physical
lots 2 and 3

(E) Vote represents physical
lots 6, 7 and 8

(SIGNATURES CONTINUED ON NEXT PAGE)

Daniel T. Benn

Printed Name: DANIEL T. BENN
Lot 7+8, Block 16

Ann M Benn

Printed Name: ANN M BENN
Lot 7-7, Block 16

Stephen D. Kerr

Printed Name: STEPHEN D. KERR
Lot 3+4, Block 16

June E Banks

Printed Name: JUNE E. BANKS
Lot 5, Block 14

John E. Banks

Printed Name: JOHN E. BANKS
Lot 5, Block 14

Catherine Kerr

Printed Name: CATHERINE KERR
Lot 3+4, Block 16

Bruce M. Rosen

Printed Name: BRUCE M ROSEN
Lot 15+16, Block 16

Bonnie J Rosen

Printed Name: BONNIE J ROSEN
Lot 15+16, Block 16

Diane K. Maresca

Printed Name: DIANE K MARESCA
Lot 2, Block 14

George Lippman

Printed Name: GEORGE LIPPMAN
Lot 3, Block 14

(SIGNATURES CONTINUED ON NEXT PAGE)

Marylou Lippman
Printed Name: Marylou Lippman
Lot 3, Block 14

Herald R. Thrasher
Printed Name: THRASHER G.G.
Lot 4, Block 14

Naji Hajjar
Printed Name: NAJI HAJJAR N.H. Const. INC.
Lot 11, Block 16

David P. Kears
Printed Name: [Signature]
Lot 5, Block 12 Replat A

Sherou S. Kears
Printed Name: SHEROU S. KEARS
Lot 50, Block 121 Replat A

Paz Vasquez
Printed Name: PAZ VASQUEZ
Lot 6, Block 14

A. Nunez / LINIQUE HOMES, CO.
Printed Name: SAVADOR NUNEZ
Lot 122, Block 14

Beverly Thrasher
Printed Name: BEVERLY THRASHER
Lot 40, Block 14

[Signature]
Printed Name: Rogelio Sanchez
Lot 17, Block 14 Rep A.

Ana Sanchez
Printed Name: ANA SANCHEZ
Lot 17, Block 14 REP A

(SIGNATURES CONTINUED ON NEXT PAGE)

DARCY DENISE SITGRAVES
Printed Name: D. D. Sitgraves
Lot 1, Block 15 REPA

William M. Bryan
Printed Name: William M. Bryan
Lot 1, Block 15 REPA

David Wiggs
Printed Name: DAVID WIGGS
Lot 4, Block 15 REPA

Printed Name: _____
Lot _____, Block _____

Printed Name: _____
Lot _____, Block _____

Printed Name: _____
Lot _____, Block _____

Printed Name: _____
Lot _____, Block _____

Printed Name: _____
Lot _____, Block _____

Printed Name: _____
Lot _____, Block _____

Printed Name: _____
Lot _____, Block _____

AMENDMENT NO. THREE TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE WILLOWS, UNIT FIVE
(A Residential Subdivision)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

THIS AMENDMENT (this "Amendment") is made effective the 22 of June, 1993, by the parties whose names appear below, for the purpose of amending and supplementing that certain Declaration of Covenants, Conditions and Restrictions for The Willows, Unit Five dated June 29, 1987, filed for record in Book 1816, Page 1589, Real Property Records of El Paso County, Texas (the "Declaration"), which Declaration establishes covenants, conditions and restrictions for The Willows, Unit Five, a subdivision in the City of El Paso, El Paso County, Texas, according to the map thereof on file in Book 61, Page 83, 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 undersigned Owners of Lots subject to the Declaration, constituting not less than seventy-five percent (75%) of the Owners of all Lots within the Subdivision, desire to amend and supplement the Declaration as hereinafter provided; and

WHEREAS, the Board of Trustees of the Lake Willows Island Property Owners Association has joined in the execution of this Amendment for the purpose of acknowledging and confirming the execution of this Amendment in accordance with the terms of the Declaration;

NOW, THEREFORE, the undersigned Owners hereby amend and supplement the Declaration as follows:

Notwithstanding any other provisions in the Declaration to the contrary, the Architectural Control Committee shall have the right, in its sole discretion, to approve plans and specifications for Lot 2, Block 5, The Willows, Unit 5, which was originally the sales office of the Declarant, even if such plans and specifications do not satisfy the requirement in Section 10.1 of the Declaration that all single family residences shall have an enclosed, attached garage for not less than two (2) nor more than three (3) automobiles; provided, however, that it is understood that the Architectural Control Committee has no obligation to approve any such plans and specifications, and that all other terms and conditions of the Declaration, including without limitation, the building restrictions, shall apply to this Lot.

The Board of Trustees has joined in the execution of this Amendment to (i) affirm that this Amendment has been approved by seventy-five percent (75.0%) of the Owners of Lots in the

Subdivision as required in Section 12.2 of the Declaration and (ii) to certify that there are no eligible mortgage holders with the right to approve material changes to the Declaration as described and defined in Section 12.2 of the Declaration.

EXECUTED EFFECTIVE as of the day and year first above written.

THE BOARD OF TRUSTEES OF THE LAKE WILLOWS ISLAND PROPERTY OWNERS ASSOCIATION

By Paul Benner
PAUL BENNER, Trustee / President

By Mary Gorrell
MARY GORRELL, Trustee

By Steve Frybarger
STEVE FRYBARGER, Trustee

By Jack Woolverton
JACK WOOLVERTON, Trustee

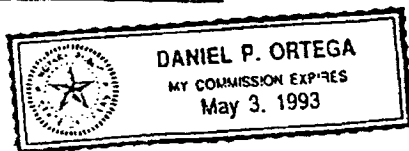
By Robert Hoover
ROBERT HOOVER, Trustee

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 30th day of April, 1993, by Paul Benner, President and Trustee of The Lake Willows Island Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.

My Commission Expires:

Daniel P. Ortega
Printed Name: Daniel P. Ortega
Notary Public, State of Texas



The following represent at least seventy-five percent (75%) of the Owners of Lots in The Willows, Unit Five:

Knickerbocker Life Insurance Co. in Receivership
FORMAC, INC., Special Deputy
Receiver

By Mary C. Green
Name: MARY C GREEN
Title: PRESIDENT FORMAC, INC.

Lots <u>6-9 10^(A)</u>	Block <u>12</u>
Lots <u>1 7-9 10^(D)</u>	Block <u>14</u>
Lots <u>13^(C) 16 18-21</u>	Block <u>14</u>
Lots <u>2^(B) 2A 3A 3^(E)</u>	Block <u>15</u>
Lots <u>13 14 17-31</u>	Block <u>16</u>

Stephen R. Harris
Printed Name: STEPHEN R. HARRIS
Lot 3, Block 12

JUNE E. BANKS
Printed Name: JUNE E. BANKS
Lot 5, Block 14

D. Karns
Printed Name: D. Karns
Lot 5, Block 12 Replot A

ROBERT HOOVER
Printed Name: ROBERT HOOVER
Lot 2, Block 12

IRVING M. ROSEN
Printed Name: IRVING M. ROSEN
Lot 15 & 16 Block 16

MICHAEL C. BUTNER
Printed Name: MICHAEL C. BUTNER
Lot 5 AND 6 Block 16

THOMAS J. APPEND
Printed Name: THOMAS J. APPEND
Lot 3, Block 14

- (A) vote represents physical lots 10 and 11
- (B) vote represents physical lots 10 and 11
- (C) vote represents physical lots 12, 13, 14
- (D) vote represents physical lots 2 and 3
- (E) vote represents physical lots 6, 7, 8

(SIGNATURES CONTINUED ON NEXT PAGE)

Paul E. Bennett
Printed Name: PAUL E. BENNETT
Lot 410, Block 16

Patricia A. Bennett
Printed Name: PATRICIA A. BENNETT
Lot 492e, Block 16

Karen Hoover
Printed Name: KAREN HOOVER
Lot 2, Block 12

Clayton Harris
Printed Name: CLAYTON HARRIS
Lot 3, Block 12

Stephen D. Kerr
Printed Name: STEPHEN D. KERR
Lot 344, Block 16

June E. Banks
Printed Name: JUNE E. BANKS
Lot 5, Block 14

John F. Banks
Printed Name: JOHN F. BANKS
Lot 5, Block 14

Catherine Kerr
Printed Name: CATHERINE KERR
Lot 344, Block 16

Bonnie J. Rosen
Printed Name: BONNIE J. ROSEN
Lot 13i 16, Block 16

James K. Marasco
Printed Name: JAMES K. MARASCO
Lot 2, Block 14

(SIGNATURES CONTINUED ON NEXT PAGE)

Margie Lippman
Printed Name: Margie Lippman
Lot 3, Block 14

Printed Name: _____
Lot _____, Block _____

Printed Name: _____
Lot _____, Block _____

Printed Name: _____
Lot _____, Block _____

Printed Name: _____
Lot _____, Block _____

Printed Name: _____
Lot _____, Block _____

Printed Name: _____
Lot _____, Block _____

Printed Name: _____
Lot _____, Block _____

Printed Name: _____
Lot _____, Block _____

Printed Name: _____
Lot _____, Block _____