

McKelligon Place Association
5030 Alabama # 22
El Paso, Texas 79930

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DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made under the authority of the Texas Condominium Act (Article 1301a of the Revised Civil Statutes of Texas) is made on the date hereinafter set forth by SECURITY CONSTRUCTION CO., a partnership, "Declarant".

WITNESSETH:

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

A Portion of Tract 4, Block 81, Section 22, Township 2, T & P Railway Surveys in El Paso County, Texas, which, together with the improvements located thereon, is designated as McKelligon Place, and is attached hereto as Exhibit "A" and made a part hereof for all purposes.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to MCKELLILGON PLACE ASSOCIATION, a non-profit corporation organized under the laws of the State of Texas, and its

successors and assigns.

Section 2. "Properties" ("Property") shall mean and refer to that real estate described above and those additions and improvements erected thereon, all as shown on Exhibit "A"

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any one or more of Units 1-21 (as herein defined) and those incidents of Unit ownership as specified in these Declarations.

Section 4. "Unit" means that part of the Property which is designated on Exhibit "A" by numbers 1 through 21, same being designed and intended for independent use as a single family dwelling, the boundaries of which shall be and are the interior unfinished surfaces of the perimeter walls, floors and ceilings of the living space within each of said designated residential Units, together with the space within the entry ways, carports and patios which are included in the perimeter area for said Unit as shown on Exhibit "A". The indicated square footage for each Unit to the contrary notwithstanding, it is understood that the Unit is bounded by the physical as-built boundaries. Unit ownership also includes that undivided fractional interest in all Common Areas and Limited Common Areas which is specified in Section 1 of Article II of these Declarations.

Section 5. "Common Area" shall mean, include and refer to the following:

A. All of the land included in the perimeter area of McKelligon Place as shown on Exhibit "A";

B. The foundations, unfinished bearing walls, columns, roofs and the area between the roof down to and including the unfinished ceilings of each unit;

C. All driveways, drive areas, uncovered parking areas, perimeter and yard walls, planters and planting.

Section 6. "Limited Common Areas" means and includes all enclosed rear yards and shown on Exhibit "A".

Section 7. Areas marked "22-C" on Exhibit "A" shall, in addition to the other meanings attributed to it as a part of the Common Area refer to the Open Space (required and defined in Article 25-21.3 of the El Paso City Code of September 1, 1971 or as same may be hereafter amended). No part of said Open Space shall ever be used as a site for a residence dwelling or enclosed improvement.

Section 8. "Member" shall mean and refer to every person or entity holding membership in the Association.

Section 9. "Majority" or "Majority of Units" shall refer to those persons or entities holding, in the aggregate, more than fifty percent (50%) of the combined ownership interests according to the percentage of ownership interests specified in Article II of these Declarations.

ARTICLE II

PROPERTY RIGHTS

Section 1. Specification of Units and Percentage of Ownership.

<u>Unit #</u>	<u>Description</u>	<u>Sq. Footage</u>	<u>% Ownership</u>
1-4;7-13; 16-19 (each)	2 bedrooms; 1-3/4 baths; carport; patio	1533.91 (each)	4.77 each
5	2 story; 2 bedrooms 1-1/2 bath; carport patio	1634.88	5.10
6,14,15, 20,21 (each)	2 story; 2 bedrooms; 1-1/2 bath; carport patio	1501.03 (each)	4.67 each

INITIAL ALLOCATION OF VOTING RIGHTS

Declarant is the fee simple owner of all of the

Property and is the developer of Mc Kelligon Place. Accordingly, anything in these Declarations or in the Bylaws of the Association to the contrary notwithstanding, until such time as Declarant has deeded 15 of the Units to other parties, Declarant shall be entitled to voting rights of not less than 50.01% of the total of all voting rights as defined herein. After conveyance of Units representing more than 50% of the total ownerships and until 15 Units have been conveyed, the total voting rights of other Owners shall equal 49.99% allocated among said Owners in a manner proportionate to the percentage of ownership shall each has in the aggregate ownership of all such other Owners. Upon conveyance by Declarant of the 15th Unit, all voting rights shall correspond to the ownership percentages, above. This paragraph applies solely to voting rights and only for the time stated. It does not affect the percentages of ownership, liability for assessments or any other right or liability as stated herein.

Section 2. Boundaries and Composition of Units. The boundaries of each Unit as shown on Exhibit "A" shall be the interior finished surfaces of the perimeter walls, floors and ceilings. Each Unit includes both the interior portions of the Unit and the space so encompassed, excepting any common facilities located therein. The individual ownership of each Unit shall further include all interior fixtures, equipment and appliances which are designed and intended solely for the benefit of and to exclusively serve the particular Unit in or to which the same are located or attached, and which are not designed or intended for the benefit, support, service, use or enjoyment of any other

Unit. Included as part of the Units are all non-bearing interior room walls and other non-bearing and non-supporting interior partitions, all interior floor finish (including carpeting and other floor covering), all wall and ceiling finishing (including wall paper or other coverings, and texturing or painting), all closets, cabinets and shelves, the sills adjoining the walls, the interior lighting and electrical fixtures, equipment, appliances and plumbing, the furnaces and air conditioning appliances and equipment (including the condenser located on the roof of the unit and all connections thereto), all glass in any window or door or forming part of any wall of the Unit, all interior and exterior doors of the Unit (including screen doors), and stairs, where applicable.

Section 3. Grievances. Each owner binds himself to the grievance procedure contained in Article X of the Bylaws of the Association prior to the institution of any legal action against another member or against the Association.

Section 4. Rights of Owner. The owner of each Unit shall have the following property rights:

A. Absolute fee simple ownership of the Unit to which he has title as recorded in the Office of the County Clerk of El Paso County, Texas. This included, but not by way of limitation, exclusive right of occupancy and possession of his Unit as the same is defined in these Declarations and as shown on Exhibit "A". It also includes that fractional undivided fee ownership in all Common Areas and Limited Common Areas, which is specified for the Owner's unit in the schedule set out in Section 1 of this Article II.

B. Exclusive use and possession of those Limited Common Areas which are the enclosed rear yards shown for each Unit on Exhibit "A" and marked with the Unit number followed by a C, for example, the Limited Common Area for Unit 1 is marked on Exhibit "A" as "1C".

C. Each Unit owner shall have the non-exclusive use with other owners of all Common areas and shall own

with the owners of all other Units undivided fee simple title to said Common areas in the percentages indicated.

D. If any portion of another Unit, or of any Common Area or Limited Common Area shall encroach upon another Unit, a valid easement for said encroachment and the maintenance of the same, so long as it stands, shall and does exist. This easement shall extend to any deviation in the as-built replacement thereof. The easements here granted shall include any deviations in the as-built boundaries from the plans and specification or from Exhibit "A" and for any subsequent settlement or other movement of the structural members delineating the boundaries of the Unit. The easement for ingress and egress for repair and maintenance is reserved in favor of the Association or those to whom the Association has delegated such work, including any appropriate utility company.

*Amended
July 11, 1988*

Section 5. Rights and Obligations to Run with the

Land. Ownership of a Unit, as defined herein, shall carry with it the exclusive and non-exclusive rights herein reserved to the owner of each Unit as well as that undivided interest in the title to Common Areas and Limited Common Areas, all in the percentages stated. All of such titles and rights, as provided and defined in these Declarations shall run with the land and follow the Unit ownership in said percentages but subject to the terms and conditions of ownership as herein stated, all without the necessity of referring thereto in the sale, conveyance, or transfer of the incidences of ownership thereof. Likewise, all of the obligations which attach to the ownership of the Unit shall also follow the title to the Unit and, to the extent herein stated, shall become a lien thereon and the personal obligation of each succeeding owner.

Section 6. Mortgages and Transfers of Title or Possession. The Units, together with the rights appurtenant thereto, may be mortgaged, sold, transferred, conveyed, leased or rented as in the case of any other interest in

real estate in the State of Texas but subject to the provisions of these Declarations and the provisions of the Texas Condominium Act, referred to above.

Section 7. Limitations on Use. The Units and all Common Areas and Limited Common Areas shall be occupied and used as follows.

*No. 4-707
Business* A. No owner shall occupy or use his Unit or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner and the owner's family, Lessees or guests.

B. There shall be no obstruction of the Common Area. Particularly, each owner shall park his vehicle in his assigned carport and shall not use the Common Areas (driveways and parking area) for the parking of his vehicle(s). The parking areas designated on Exhibit "A" shall be used for guest parking and service parking only and there shall be no parking in the driveways between the buildings.

C. Nothing shall be done, kept or stored in any Unit which will increase the rate of insurance on the Common Area without the consent of the board of directors of the Association. No waste will be committed upon the Common Area or Limited Common Areas.

D. The keeping of household pets shall be subject to strict enforcement of the rules of the Association.

ARTICLE III

MAINTENANCE

Section 1. Unit Maintenance. Each owner shall be responsible for the care, maintenance, repair and decoration of his Unit, including all items specified to be the property of the owner in Section 2 of Article II. Each owner shall, at all times, maintain his Unit in a clean, sanitary and first class condition avoiding the creation of a nuisance to other owners and any unsightly appearance which would be visible from outside of the Unit.

Section 2. Limited Common Area. Each owner shall maintain the rear yard of his unit, being a Limited Common Area, and keep same in a neat, clean and attractive manner

by planting or landscaping the same and thereafter caring for such planting or landscaping. No trash or debris shall be allowed to accumulated in any Limited Common Area.

Section 3. Common Areas. Responsibility for the maintenance, repair and replacement of all of the Common Areas shall be that of the Association acting by and through its board of directors and manager. The Association shall maintain all of said Common Areas in first class, neat, clean, safe and sanitary condition. This obligation shall extend specifically, but not by way of limitation, to all structural portions of the Common Areas and the buildings enclosing the units, all drive areas, and parking, planting, rock work and that part of the utility systems which are not included within the several Units and which are the specific responsibility of each Owner. The cost of these obligations of maintenance here assumed by the Association shall be borne by it with the proceeds of the regular and special assessments referred to below. In order to make necessary repairs and/or replacements, the Association's duly authorized representatives shall have reasonable access to the Units and shall accomplish the same with a minimum of interference with the use of the Unit by the occupants thereof.

Section 4. Damage to Common Areas. Notwithstanding this obligation of the Association to repair Common Areas, should any Owner or member of the Owner's family, guest, servant or licensee damage or deface any part of the Common area, the repair or replacement thereof shall be at the expense of said Owner. For example, if, in the case of joint carports one owner should cause damage to the

structural portions of that part of the carport assigned to the other Owner, all damage shall be repaired at the expense of the Owner causing the same. Likewise, vandalism or abuse, defacing or destruction of any part of the Common Area by Unit Owner or any member of his family, any licensee, servant or guest, shall also be repaired at the expense of the said Owner. In the event of any such damage to Common Areas, if the Owner does not repair the same to its former state, the Association shall repair it and submit a statement of the cost to the Owner who shall pay said expenses within ten (10) days from the presentation of the statement which shall be in the nature of a special assessment chargeable to said Owner and against his Unit in the same manner and under the same terms and conditions as are hereinafter provided for other special assessments. Any repairs to damaged structural members of the Common Areas shall be in accordance with specifications of a Licensed Architect or Registered Engineer.

Section 5. Miscellaneous Maintenance. In addition to structural maintenance, the Association shall maintain all planting, outside lighting, outside painting of all buildings, striping of parking areas. It shall also provide for the cleanliness of all Common Areas and provide for trash collection and disposal.

ARTICLE IV

REAL ESTATE TAXES

Section I. Rendition and payment. Each Owner of a Unit shall be responsible for the rendition for tax purposes of his Unit and also his undivided ownership in the Common Areas and Limited Common areas and, upon the assessment of

taxes thereon, the same shall be paid by said Owner, as in the case of any other taxes or assessments levied by said authorities.

Section 2. Applicable Law. The provisions of Section 22 of the Texas Condominium Act shall apply with respect to said taxes and assessments together with all other applicable laws or ordinances of the State of Texas, El Paso County, and the City of El Paso, Texas and any municipal corporation or agency having authority to levy a tax or assessment upon real or personal property.

ARTICLE V

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every owner of a Unit shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of the Unit which is subject to assessment as herinafter provided.

Section 2. Voting Rights. Subject to the Declarant's pre-emptive voting rights as specified in Section 1 of Article II, each Owner shall have voting rights in the affairs of the Association which shall be in that same percentage of the aggregate voting rights of all members as his percentage in the undivided ownership of the Common Areas bears to the total ownership thereof, all as specified in said Section 1 of Article II. The procedure for meetings of the membership and the exercise of voting rights and other internal matters of the Association shall be governed by its Bylaws, a copy of which shall be delivered to each original Owner upon the first conveyance of the Unit by this Declarant.

ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal

Obligation of Assessments. The Declarant, for each Unit owned by it within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges, and (2) special assessments as hereinafter stated, such assessments to be established and collected as herinafter provided. The monthly and special assessments, together with interest costs and reasonable attorney's fees, shall be a charge and continuing lien upon the Unit against which each such assessment is made and shall also be the personal obligation of the Owner of such Unit at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. Regular Monthly Assessments shall be levied by the Association's Board of Directors to promote the health, safety and welfare of residents in the Properties and to provide those necessary funds with which the Association may discharge its stated obligations, all in the manner and to the extent provided in these Declarations.

Section 3. Regular Monthly Assessment. Regular Monthly Assessments shall be set by the Board but shall not exceed \$32.00 per Unit until January 1 of the year immediately after the conveyance of the first Unit by this Declarant. Regular monthly assessments shall be uniform

among all Owners and proceeds shall be used to defray the Association's costs in providing (i) the premiums for the insurance coverage to be provided by the Association as provided in Section 5 below; (ii) water, sewer and garbage collection charges to be paid by the Association as provided in Section 6 below; (iii) the expenses of management of the Association as provided in Section 7 below; (iv) electrical service costs for all exterior lighting fixtures in the Common Area; (iv) the cost of exterior painting of Common Areas, gardening and plant care, trash collection and those other expenses of maintaining the Common Areas assumed by the Association in Section 3 of Article III above.

Upon receipt of his deed, each Owner shall pay the first Monthly Assessment and shall also deposit an amount equal to three (3) additional Monthly Assessments (at the current rates) as a continuing deposit against his absences from the City or other contingencies giving rise to valid reasons for delay in the payment of the Regular Monthly Assessment. Should an Owner fail to pay the assessments, the Association may apply the whole or any part of the deposit in order to keep the account of said Owner in a current status but upon the exhaustion of the deposit it shall not be obligated to continue to furnish to the Owner or his Unit those services for which the assessment is levied and the Association's remedies for non-payment of assessments as hereinafter provided, shall be applicable. Upon resumption of payments by the Owner of the Regular Monthly Assessments, he shall first reinstate the 3-month deposit to the extent it has been depleted and shall also

pay the then current monthly assessment. The fixing of the Regular Monthly Assessment shall be accomplished in the following manner:

*1st Nov,
since Fiscal
year changed to
Oct 1 - Sept 30*

A. After Jan 1, of the year immediately following said first conveyance, and after January 1 of each succeeding year, the Regular Monthly Assessments may be increased for the then current year by an amount up to 10% of the maximum monthly assessment which had been authorized for the previous year upon approval of a majority of the votes of the members voting in person or by proxy at a meeting duly called for that purpose.

B. In years following that during which the first conveyance was made, the Regular Monthly Assessment may be increased for the then current year by an amount exceeding 10% of the authorized for the previous year only upon the affirmative vote of two-thirds (2/3rds) of the total members voting in person or by proxy at a meeting duly called for that purpose.

C. The Board of Directors shall fix said Regular Monthly Assessment at amounts not in excess of the maximum amounts as here provided.

D. Any special assessment which is assessed by the Association in accordance with the following provisions and which is to be payable monthly, shall be paid with the Regular Monthly Assessment, in a single total remittance, but the amount of the Special Assessment shall not be included in computing the maximum assessment authorized under Section 3.

Section 4. Special Assessments for Capital

Improvements. In addition to the Regular Monthly Assessments, authorized above, the Association may levy, in any assessment year, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or replacement of a capital improvement which constitutes a part of the Common Area, provided that any such assessment shall have the assent of two-thirds (2/3rd) of the total votes cast by members voting in person or by proxy at a meeting duly called for that purpose.

Section 5. Insurance Coverage. Insurance shall be provided and paid for as follows:

A. The Board of Directors of the Association, or its duly authorized agent, shall apply for, obtain and keep in force at the expense of the Association, a Texas Comprehensive General Liability form of policy, with Bodily Injury Liability limits of at least \$500,000.00 for each occurrence, Property Damage Liability limits of \$50,000.00 for each occurrence, covering all Common Areas and Limited Common Areas, insuring against the hazards named in the policy. Such Insurance shall be written in the name of the Association and Owners will NOT be named insured under said liability policy; each Owner should provide his own liability insurance, if such protection is desired.

B. The Association shall also apply for, obtain and keep in force, at its expense a policy providing fire, extended coverage and Texas Physical Loss form insurance on all structures included in the Common Areas, which policy will insure said improvements (but not the contents thereof which are owned by the Owners) for the full replacement value of said portion of the Common Area. Such insurance coverage shall be written in the name of and payable to the Association as trustee for the Unit Owners in their respective Areas. In the event of a casualty covered by said insurance, the Association shall be charged with the responsibility of repairing the damage to the extent of the proceeds paid to it therefore and, if required, each Owner will assign his rights to the proceeds of said policy to the Association to enable it to make said repairs. If the cost of repairs justifies it, the Board of Directors may require sealed bids from licensed contractors and may let contracts for said work but this shall not prohibit them from negotiating with a licensed contractor for such repairs. Performance and payment bonds may be required by the Board of Directors.

C. If damage occurs to Common Areas which is either not covered by insurance or if the insurance proceeds are insufficient to repair same to their former condition, then in that event, the Board of Directors shall be authorized and is directed to levy an equal Special Assessment against all of the Owners to make up the deficiency in the manner provided under Section 4 above. Said Special Assessment may be levied as a lump sum assessment or, in the discretion of the Board of Directors, may be payable in monthly installments in which case said monthly payments shall be payable as provided in subparagraph D of Section 3 above or in any other manner as the Board may direct.

Section 6. Water, Sewer and Garbage Collection Costs.

The Association shall provide and pay for all water for each Unit and all Common Areas and Limited Common Areas. The water charges and those sewer and garbage collection fees

which are assessable with the water charges shall all be paid by the Association from the proceeds of the Regular Monthly Assessment. All other utilities used or consumed by the Owner shall be his sole responsibility.

THE ATTENTION OF EACH OWNER IS SPECIFICALLY DIRECTED TO THE PROVISIONS OF SECTION 12 BELOW REGARDING THE NON-PAYMENT OF ASSESSMENT AND THE REMEDIES OF THE ASSOCIATION.

Section 7
Section 7. Management Agreements. The Board of Directors of the Association shall employ a management agent at a rate of compensation established by said Board to perform such duties and services as the Board shall direct including, but not limited to, the performance of all obligations of the Association with respect to Common Areas and the receipt, discharge and accounting for all assessment payments made to the Association under the provisions of these Declarations. Each Owner of a Unit hereby agrees to be bound by the terms and conditions of all such management agreements and a copy of each such agreement shall be available to each Owner. All management agreements entered into by the Association shall provide for cancellation thereof of by affirmative vote of 67% of the aggregate authorized votes of the Association's members. However, no cancellation shall be effective until the Association has a contract with a successor Management Agent which is to become operative immediately upon the cancellation of the preceding agreement. Further, the Association shall not employ any new Management Agent without having first given 30 days written notice to all holders of recorded for mortgages on the Units. If, within said 30 days period, the holders of mortgages on 50% or more of the Units have filed

with the Association their written objection thereto, the change of management shall not be effective. Notices to the mortgage holders may be mailed to the institution servicing the loan (to whom mortgage payments are made) which shall be deemed to be notice to the then mortgage holder of record if it be other than its servicing agent.

Section 8. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4, shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the membership votes shall constitute a quorum. If the required quorum is not present, another meeting may be called upon not less than 15 nor more than 30 days notice, and the required quorum at the subsequent meeting shall be one-half (1/2) of the quorum required for the preceding meeting. Such subsequent meeting shall be held within 60 days following the date of the preceding meeting.

Section 9. Date of Commencement of Monthly Assessments: Due Dates. The Regular Monthly Assessment provided in Section 3 shall commence on the first day of the first month following the conveyance to the Owner of his Unit, plus the pro rata part of any partial month from the date of said conveyance to the first day of the first calendar month following the date of the conveyance. The Board of directors shall fix the amount of the assessment against the Units and may adjust the same effective January 1 of each year in accordance with the provisions of Section 3.

At any time and for any reason, the Association shall, upon demand, and for a reasonable charge set by the Board of Directors, furnish a certificate signed by 2 duly authorized officers of the Association setting forth the status of the Owner's account for all regular and special assessments then in effect. Such certificate, when signed by 2 officers of the Association, shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. Assessments to Run with Title of the Unit.

It is understood that all assessments, both regular and special, which are duly assessed in accordance with these Declarations and any Amendments hereto, shall run with the title to the Unit and constitute a lien upon said Unit and its undivided ownership of the Properties to secure the payment thereof and these Declarations shall constitute notice to any purchaser of said property of the possibility of unpaid assessments against the Unit proposed to be purchased and the lien herein created to secure the payment thereof. On sale of any Unit Section 18 of the Condominium Act, shall apply.

Section 11. Non-Waiver of Abandonment. No owner shall waive the benefits or the right of enjoyment of any of the Common Areas in an attempt to exempt this property from liability for those regular and special assessments which may be fixed against the property in accordance with these Declarations or any Amendments hereto nor any liability for the assessments and the lien against the Unit be avoided by abandonment by any owner of his Unit.

Section 12. Effect of Nonpayment of Assessments and

Remedies of the Association. Any assessment which *is not* paid when due shall be delinquent. If any assessment is not paid within thirty (30) days after its due date, the principal amount of the assessment shall bear interest from the date of delinquency at the rate of 10 percent per annum. Likewise, if any assessment is not paid within 30 days after its due date, the Association may, after written notice has been posted to the Owner's residence address, TERMINATE ALL SERVICES provided by or through the Association and all rights and privileges to use, occupy or enjoy the Common Areas maintained by the Association by use of those Regular or Special Assessments then in effect. Since all assessments which are not paid in a lump sum shall, until they are fully discharged, be an integral non-severable part of the Regular Monthly Assessment, each Owner shall be on notice that the non-payment of such assessment shall authorize the Association to DISCONTINUE WATER TO THE UNIT AND ANY OTHER SERVICES which are paid for by the Association from the assessments levied against the Owner's Unit. Further, the Association may bring an action at law against the Owner on his personal obligation to pay the same or may foreclose the lien against the Unit covering the unpaid assessment(s), interest, costs and reasonable attorney's fees accruing or incurred thereby. Each such Owner, by his acceptance of a deed to his Unit, hereby expressly vests in the Association and/or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and/or to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in

the name of the association in a like manner as a mortgage, vendor's lien or improvement lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien covering the Unit and all of the Owner's undivided interest in the Common Areas and Limited Common Areas. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Unit owners. The Association, acting on behalf of the Unit Owners shall have the power to bid-in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and it may subrogate so much of its right to such liens as may be necessary or expedient to any insurance company which continues to give insurance coverage notwithstanding non-payment of such defaulting owner's portion of the premium.

Section 13. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to any purchase money mortgage (s). Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessment thereafter becoming due or from the lien thereof.

Section 14. Payment of Mortgages. If required by the mortgagee holding a first lien against any Unit, any assessment levied against the Unit thus mortgaged shall be paid by the Owner to the mortgagee and payment made shall be

deemed to have been made to the Association. The mortgagee shall then remit to the Association, each month, the total amount of all assessments thus paid to it by its mortgagors.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Easements for Police etc. An easement is hereby granted to all police and police equipment security guard service and its personnel and equipment, firemen and fire fighting equipment, ambulance, public utility personnel and equipment, personnel and equipment engaged in garbage collection and all similar emergency or service personnel and their equipment so as to permit them to enter upon the Common Areas in the performance of their required duties. The easements hereby granted are for the sole benefit of the residents of McKelligon Place and the rights hereby given shall not be deemed to be a dedication of the Common areas to the use of Public as streets or other public ways, said areas shall remain the private property of the Owners of the Units.

Section 3. Waiver of Right of Partition. Each Owner, by the acceptance of a deed to a Unit waives his right to a partition, either in kind or by sale, of the undivided

ownership in which title to the Properties are held under the provisions of these Declarations. Any amendment of this Section shall only be effective upon completion of those same requirements set out in the following Section 4.

Section 4. Abandonment of Condominium Regime. By the unanimous vote of the total of all votes authorized to be cast as determined by the percentage ownership schedule set out in Section 1 of Article II and the written approval of all 1st lien mortgage holders of record, the condominium regime hereby created may be terminated. In the event of the termination of this condominium regime, the Owners shall remain as co-owners of undivided interests of all of the Properties but subject to all recorded mortgages. Partition by sale shall then be authorized in any suit instituted in a court of proper jurisdiction and the net proceeds of such sale shall be considered to be a single fund and shall be divided among the Owners in proportion to their percentages of interest as set out in Article II provided, however, that before any proceeds of sale are distributed to any Owner, the portion of the proceeds attributable to such Owner shall first be applied in full payment (or to the extent thereof) of any previously recorded mortgage(s) against said Unit and if there be a deficiency in said Owner's account against the amount available for the payment of said mortgage(s), the Owner shall be personally obligated to pay said balance but such deficiency shall not constitute a charge (or a lien upon) either the Unit or the other Property or the remainder of the proceeds in the common fund which are set aside for other Units.

The Abandonment of the condominium regime shall be evidenced by the written consent of all record Unit Owners and all record holders of first mortgages upon the Properties, or any part thereof. It shall specify the percentage ownership of each Owner and shall be executed and acknowledged as a requirement by Texas law in the conveyance of a homestead and, in the case of mortgages, in form used for releases of mortgages on real estate in Texas. As a part of the instrument, the Secretary of the Association shall certify that the vote was affirmative, unanimous and represented 100% of all ownership interests.

Section 5. Severability. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no wise affect any other provisions, all of which shall remain in full force and effect.

Section 6. Amendment. The amendment of Section 3, 4 and 6 of this Article shall require the unanimous written consent of all Owners and the record holders of all 1st mortgages on any of these Properties, all executed and certified as provided in Section 4. Any other part of these Declarations may be amended by the affirmative vote of 75 % of the total of all votes authorized to be cast as determined by the percentage ownership set out in Section 1 of Article II. Each Owner consenting to said Amendment shall execute and acknowledge the Articles of Amendment in the same manner as is provided in Section 4 above, and the vote authorizing the amendment shall be certified by the Secretary of the Association, in like manner.

Notwithstanding the foregoing provisions, written notice of any proposed Amendment shall be sent by certified Mail, to

all Record Owners and first lien holders not less than thirty (30) days nor more than sixty (60) days in advance of any meeting called for the purpose of considering a change, modification or recision of these Declarations.

Representatives of the mortgage holders shall be entitled to a voice at said meeting, however, except in the case of a proposed change of Sections 3, 4 and 6 of this Article VII the consent of the mortgagees shall not be required. If any such change or modification in these Declarations be approved as required herein, then the Secretary of the Association shall certify, as a part of the instrument of Amendment, to the mailing of notices of all Owners and first mortgagees of record.

Section 7. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set it hand and seal this 23 day of may, 1974

SECURITY CONSTRUCTION CO.

By _____
General Partner

Copied to be reproduced on 8 X 11 paper.

REVISED DATE: MAY 17, 1974
 REVISED BY: J. H. W. H. W.
 REVISED DATE: MAY 21, 1974

IMPROVEMENT SURVEY	
PORTION OF TRACT 4, BLOCK 01, SECTION 22, TOWNSHIP 2, T&P R.R. SURVEYS	
EL PASO COUNTY, TEXAS	
PLANNED BY: J. H. W. H. W.	
DESIGNED BY: J. H. W. H. W.	CHECKED BY: J. H. W. H. W.
DRAWN BY: J. H. W. H. W.	DATE: J. H. W. H. W.
SCALE: 1" = 20'	ATTACHED PLATE: 1

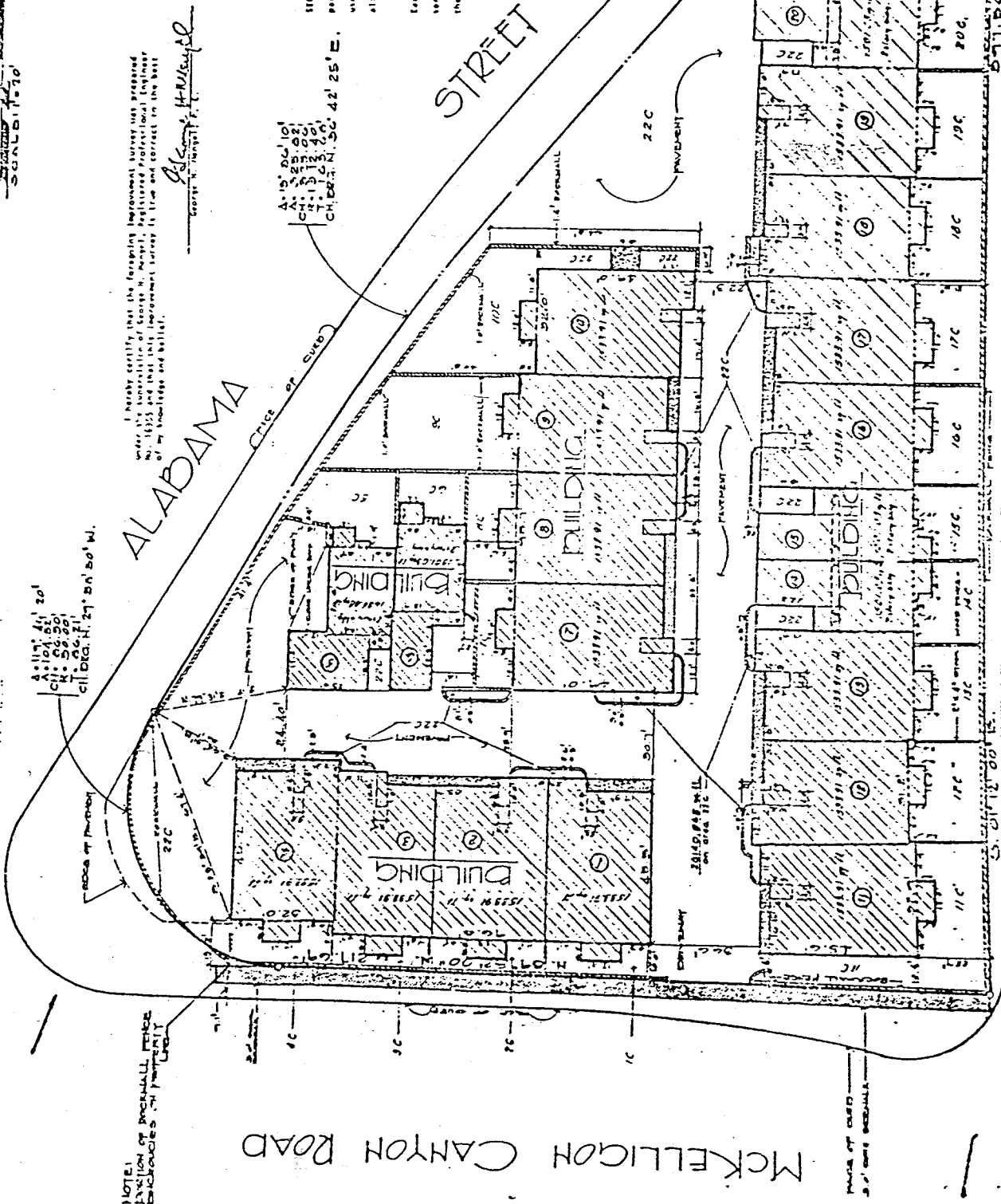
EXHIBIT 'A'

By filing this Exhibit to the foregoing Declaration,
 SECURITY CONSTRUCTION CO. designates the driveways and other
 paved areas as private ways which are reserved for the common
 use and enjoyment of the owners of the units in McKelligan Place,
 all as specified in these Declarations.

Said areas are not dedicated to the general public,
 easement for public, fire and sanitation departments and for other
 services and utilities are specified in Section 3 of Article VII of
 these Declarations.

SECURITY CONSTRUCTION CO.

J. H. W. H. W.



I hereby certify that the foregoing improvement survey was prepared
 under the supervision of George H. W. H. W., Registered Professional Engineer
 No. 12345, and that this improvement survey is true and correct in the best
 of my knowledge and belief.

J. H. W. H. W.

McKELLIGAN CANYON ROAD

NOTE:
 LOCATION OF SMALL PAVED
 AREAS IS SHOWN ONLY

SCALE: 1" = 20'