

**CONDOMINIUM DECLARATION FOR THUNDERBIRD
SUTTON PLACE TOWNHOMES**

This Condominium Declaration of Covenants, Conditions and Restrictions, for THUNDERBIRD SUTTON PLACE TOWNHOMES (the "Declaration") made this 2ND day of May, 1977, by SUTTON PLACE JOINT VENTURE (the "Declarant"), acting by and through its Managing Co-Venturer, ALLEN T. CADMAN, as follows:

WITNESSETH:

1. RECITALS AND DECLARATION:

1.1. Recitals.

(a) Declarant is the owner in fee of the real estate, together with the improvements thereon, located in El Paso County, Texas, described by metes and bounds in Exhibit "A", attached hereto for all purposes; such land and improvements thereon being hereafter collectively referred to as the "Project".

(b) Declarant is desirous of submitting the Project to a condominium regime pursuant to the terms of the Texas condominium Act, Art. 1301a, Vernon's Annotated Texas Statutes (the "Act").

1.2. Declaration.

(a) Declarant does hereby declare the Project to be a condominium regime pursuant to the Act, which shall be known as THUNDERBIRD SUTTON PLACE TOWNHOMES. The Project shall hereafter be subject to the covenants, restrictions, limitations, conditions and uses of this Declaration, which shall run with the land, shall be binding upon Declarant, its successors and assigns, and any person or entity acquiring an interest in the Project, their grantees, heirs, devisees, personal representatives, successors and assigns.

(b) Declarant, in order to establish a plan of condominium ownership, hereby covenants and agrees that it hereby divides the Project into the following separate freehold estates:

(1) 72 separately designated and legally described freehold estates hereinafter referred to as "Units", and

(2) A freehold estate consisting of the remaining portion of the Project hereinafter referred to as the "Common Areas";

all as more particularly described in Exhibit "B" attached hereto for all purposes (the "Map").

2. DEFINITIONS.

As used herein or elsewhere in any documents affecting the Project, unless otherwise provided or unless the context requires otherwise, the following terms shall be defined as in this Article provided:

2.1. **Project.** The "Project" refers to and means the entire real estate described in Exhibit "A" attached hereto and made a part hereof, divided into Condominiums, including all structures thereon, and the Common Areas and Units within said real estate description.

2.2. **Condominium.** "Condominium" shall mean a condominium as defined in the Act, and shall be an estate in real property consisting of (a) a separate fee interest in the space within a Unit, and (b) an undivided interest as a tenant in common in the Common Areas. Additionally, each Owner of the Condominium shall receive a membership in THUNDERBIRD SUTTON PLACE TOWNHOMES ASSOCIATION, INC.

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

2.4. **Owner.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a Condominium which is a part of the Project, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.5. **Common Areas.** "Common Area" shall mean and refer to the entire Project, excepting those portions thereof which lie within the boundaries of any Unit, as hereinabove defined.

2.6. **Limited Common Areas and Facilities.** "Limited Common Areas" shall mean a portion of the Common Areas set aside and allocated for the exclusive use of individual Owners.

2.7. **Association.** "Association" shall mean and refer to THUNDERBIRD SUTTON PLACE TOWNHOMES ASSOCIATION, INC., a non-profit corporation, its successors and assigns.

2.8. **Common Assessment.** A "Common Assessment" shall mean and refer to that portion of the cost of maintaining, improving, repairing and managing the Project, and all other "Common Expenses" as provided herein which is charged to the Owner of each respective Condominium.

2.9. **Special Assessment.** A "Special Assessment" shall mean and refer to a charge against a particular Owner and his Condominium equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration and of the By-Laws of the Association.

2.10. **Mortgage.** "Mortgage" shall mean the conveyance of any Condominium or other portion of the Project to secure the performance of an obligation, which conveyance shall be released or reconveyed upon the due performance of said obligation, and shall include a deed of trust.

2.11. **Mortgagee and Mortgagor.** "Mortgagee" shall mean a person or entity to whom a Mortgage is made and shall include the beneficiary of a deed of trust; "Mortgagor" shall mean a person or entity who mortgages his or its property to another, or who conveys his or its property to another by a deed of trust.

2.12. **Declarant.** "DECLARANT," shall mean and refer to SUTTON PLACE JOINT VENTURE, a Joint Venture, its successors and assigns.

2.13. **Rules and Regulations.** "Rules and Regulations" shall mean the Rules and Regulations governing the use of the Common Areas and the recreational facilities thereon, duly adopted by the Association.

2.14 **Common and Special Expenses.**

2.14.1 "Common Expenses" shall mean (a) the expenses of, and reasonable reserves for, the maintenance, management, operation, repair and replacement of the Common Areas as to which it is the responsibility of the Association to maintain, repair and replace, including the cost of unpaid Special Assessments; (b) the cost of capital improvements to the Common Areas which the Association may from time to time authorize; (c) the expenses of management and administration of the Association, including without limitation, compensation paid or incurred by the Association to a manager, accountants, attorneys or other employees or agents; and

(d) any other item or items designated by or in accordance with other provisions of this Declaration or the By-Laws of the Association to be Common Expenses, and any other expenses reasonably incurred by the Association on behalf of all Owners.

2.14.2 "Special Expense" shall mean (a) the expenses incurred by the Association for the repair of damage or loss to the Common Areas of the property of other Owners caused by the act or neglect of an Owner which is not fully covered by insurance; (b) the expense of repair or reconstruction of a building damaged or destroyed by fire or other casualty for which there shall be insufficient or no insurance coverage and the repair of which will directly benefit less than all of the Owners; and (c) with other provisions of this Declaration or the By-Laws of the Association to be Special Expenses.

2.15. **Building.** Unless otherwise indicated by the context, "Building" shall mean a single building containing Units as shown on the Map.

2.16. **Member.** "Member" shall mean and refer to every person or entity who holds membership in the Association.

2.17. **Acceptance of Deed.** "Acceptance of a Deed", or similar language, as used herein, shall mean either (i) joining in the execution of such deed or (ii) causing same to be execution thereof.

2.18. **Board of Directors.** "Board of Directors" shall mean the Board of Directors of the Association.

3. COMMON AREAS.

3.1. **Percentage of Ownership.** The Common Areas shall be owned by each Owner as a tenant in common in the percentage interest designated and assigned to each Unit in Exhibit "C" attached hereto, which is made a part hereof. The respective undivided interests in the Common Areas hereby established are to be conveyed with the respective interest shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the conveyance or mortgage may refer only to the fee title to the Unit.

3.2. **Members' Easements of Enjoyment.** Every Member shall have a right and non-exclusive easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every assessed Condominium, subject to the following provisions:

(a) The right of the Association to limit or exclude the number of guests of Members.

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas and the recreational facilities thereon.

(c) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.

(d) The right of the Association to suspend the right to use the recreational facilities upon the Common Areas by an Owner (i) for any period during which such Owner shall be delinquent in the payment of assessments due the Association or during which he shall remain in default of any other obligation herein provided, an (ii) for any period not to exceed thirty (30) days for a single infraction of the Rules and Regulations. Provided, however, except for failure to pay assessments no such suspension shall be effected until the Owner shall have been given the opportunity to present evidence on his behalf at a hearing before the Board of Directors, and no such hearing shall be held until the Owner shall have received at least ten (10) days written notice specifying the nature of the charges against him and the exact time and place of the hearing.

3.3. Members' Easements of Ingress, Egress and Support. Every member shall have a right and non-exclusive easement for ingress, egress and support through the Common Areas, and such easement shall be appurtenant to and shall pass with title to every assessed Condominium.

3.4. Delegated of Use. Any Owner may delegate his right of enjoyment to the Common Areas to the members of his family who reside with him in his Condominium, and to his tenants or contract purchasers who reside in his Condominium. Such Owner shall notify the Association in writing of the name of any such delegee. The rights and privileges of such delegee shall be subject to suspension in the same manner and to the same extent as those of the Owner.

3.5. Waiver of Use. No Member may exempt himself from liability for assessments duly levied by the Association, nor release the Condominium owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas and the facilities thereon or by abandonment of his Condominium.

3.6. Easement for Encroachments. If any portion of the Common Areas encroaches upon a Unit or Units, or if any portion of a Unit encroaches upon the Common Areas or upon an adjoining Unit or Units as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Project, a valid easement for the encroachment and for the maintenance of

same, so long as it stands, shall and does or determined to be encumbrances either on the Common Areas or on the Units for the purpose of marketability of title or any other purpose.

4. LIMITED COMMON AREAS.

4.1. **Carports.** The covered parking spaces (the "Carports") described on the Map shall be limited to and reserved for the exclusive use of those Owners who shall rent same from the Association upon such terms and conditions as the Board of Directors shall from time to time decide. The rental income derived therefrom shall be used to reduce the Common Assessments.

4.2. **Patio Areas and Balconies.** The patio areas appurtenant thereto and the balconies appurtenant to a Unit which are enclosed by a fence ("the Patio Areas and Balconies") shall be limited to and reserved for the exclusive use of the owners of such Unit. The boundaries of a patio area shall be the interior surface of the fence and/or wall enclosing same. The boundaries of a balcony shall be the interior surface of the railings and/or wall enclosing same.

4.3. **Stairwells.** The four (4) stairways providing access to Units 13 and 15; 25 and 27; 37 and 39, and 50 and 52 (the Stairways) shall be limited to and reserved for the exclusive use of the Owners of such Units. The boundaries of the stairways shall be the exterior surface of the stairway and the interior surfaces of the perimeter walls enclosing said stairways.

5. MAINTENANCE OF PROJECT.

5.1. **Duties of Association.** The Association shall have the responsibility of maintaining, repairing, replacing, and otherwise keeping in a first-class condition all portions of the Project not required in this Article to be maintained by the Owners.

5.1.1. **Access to Units.** The Association's agents and employees shall have the right to enter each Unit from time to time during reasonable hours as may be of any of the Common Areas therein or accessible therefrom; provided, however, that such right of access shall be immediate for making emergency repairs therein in order to prevent damage to the Common Areas or to another Unit. If requested by the Association, each Owner shall furnish to the Association a duplicate key to the entrance door to his Unit and shall furnish a new duplicate key upon any change of locks thereto.

5.1.2. **Damage to Units.** Damage to the interior or any part of a Unit resulting from the maintenance, repair, emergency repair or

replacement of any of the Common Areas or as a result of emergency repairs within another Unit shall be Common Expenses; provided, however, that if such damage is caused by the negligent or tortuous acts of an Owner, member of his family, his agent, employees, invitees, licensees or tenants, then such Owner shall be responsible and liable for all of such damage, which shall be considered a Special Expense.

5.2. Duties of Owners. An Owner shall be obligated to repair, replace and maintain in good repair and condition (a) the fixtures (as hereinafter defined) within his Unit; (b) the finished interior surfaces of the perimeter walls, ceilings, floors, doors and windows within his Unit, including, but not limited to, such materials as paneling, wallpaper, paint, wall and floor tile and flooring (but not including the sub-flooring); (c) the balconies of his Unit to the exterior surfaces of same; and (d) his Patio Area. An Owner shall also have the responsibility of replacing all broken windows and repairing and replacing (and painting the exterior surfaces of) all doors in the perimeter walls of his Unit. Provided, however the repair, replacement and maintenance required by this Section of those areas which are exposed to public view shall be done in a manner consistent with the décor of the Project and shall be subject to the control and direction of the Association. In the event an Owner fails to repair, replace and maintain those areas have the right to repair, replace or maintain said areas and the expense thereof shall be considered a special expense. No Owner shall disturb or relocated any Utilities (as hereinafter defined) running through his Unit nor shall any Owner do any act which will impair the structural soundness of the Building or impair any easement herein granted or reserved.

5.2.1 Definition of Utilities. By the term "Utilities" as used in this Article is meant the lines, pipes, wires, conduits or systems located within the walls of a Bulding, which are a part of the Common Areas.

5.2.2. Definition of Fixtures. By the term "Fixtures as used in this Article is meant the fixtures and equipment within a Unit commencing at the point where they connect with the Utilities, excluding and excepting however, the thermostats and chillers, which shall be considered a part of he common area and maintained, repaired, and replaced by the Association.

6. OWNER'S RIGHTS WITHIN UNIT.

6.1 Coverings. An Owner shall have the right to change coverings (including carpeting, tile, wallpaper, paint, etc) of the floors, walls and ceilings of his Unit without the permission of the Association. Such coverings shall be the property of an Owner and may be removed his Unit by such Owner, provided that such removal does not cause damage to the Common Areas.

6.2. **Fixtures and Appliances.** An Owner shall be the Owner of the light fixtures, plumbing fixtures, refrigerator, stove, oven, dishwasher and cabinets, curtain rods, draperies, drapery rods, fireplace screens, and grate, if any, located within his Unit, except this thermostat and chiller which shall remain a part of the Common area. Except as provided herein, such fixtures and appliances may be removed by the Owner, provided that such removal does not cause damage to the Common Areas. No Owner may alter or change the garbage disposal without the prior written consent of the Association.

6.3. **Common Areas.** No Owner may alter or change any of the Common Areas (including the patio areas, balconies, stairways as defined in 4.3, thermostats or chillers) whether or not same shall be appurtenant to his Unit, without the prior written consent of the Association.

7. ASSOCIATION.

7.1. **Administration of Project.** The Project shall be administered by the Association, acting by and through its Board of Directors, who shall be elected in accordance with the By-Laws of the Association, and whose duties will be governed by the terms of the Act, this Declaration, and the Articles of Incorporation and By-Laws of the Association. Provided, however, the Association may employ a professional management agent to perform, subject to the supervision of the Board of Directors, such duties to the supervision of the Board of Directors, such duties and services as the Board shall direct, including, but not limited to, management of Common Areas and the collection of and accounting for assessments made by the Association. Each employment agreement shall provide for a rate of compensation to be established by the Board and shall further provide for the right of the Association to cancel same upon not less than thirty (30) days' notice, but notice of cancellation thereof shall not be given by the Association until it shall have entered into another management agreement to become effective upon the date of termination of the previous management agreement. At no time shall the Board of Directors attempt to manage the Project without the services of a professional management agent. Any such professional management agent must have prior experience managing similar condominium or apartment projects and/or other income producing properties prior to the date of his or its employment by the Association.

7.2. **Membership.** Each Owner shall be a Member of the Association. Member shall be appurtenant to and may not be separated from the ownership of a Condominium. Ownership of Condominium shall be the sole qualification for membership. The membership held by an Owner shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Condominium, and then only to the purchaser or Mortgagee of such Condominium. Any attempt to make a prohibited transfer is void, and will not be

reflected upon the books and records of the Association. Evidence of transfer of membership shall be furnished to the Association in the form of a certified copy of the recorded conveyance of a Condominium by the current Owner thereof as reflected upon the books and records of the Association.

7.3. Voting Rights. The Association shall have two classes of voting membership with the voting rights hereinafter indicated:

Class A Members. Class A Members shall be all Owners with the exception of the DECLARANT and shall be entitled to one (1) vote for each Condominium in which they hold the interest required for membership. When more than one person holds such interest or interest in any Condominium, all such persons shall dominium shall be exercised as they among themselves determine, but in no event shall more than the allowable vote above defined be cast with respect to any such Condominium.

Class B Members. DECLARANT, and its successors and assigns, shall be a Class B Member and shall be entitled to three (3) votes for each Condominium owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever first occurs earlier.

(1) When the total votes outstanding in Class A Membership equals or exceeds the total votes outstanding in Class B Membership, or

(2) On December 31, 1978.

7.4. Suspension of Voting Rights. The voting rights of any Member shall be automatically suspended during any period in which he shall be delinquent in the payment of assessments due the Association and for any period during which his right to use the recreational facilities upon the Common Areas shall have been suspended by the Board of Directors, as provided in Section 3.2 (d) hereof.

7.5. Board of Directors. The Board of Directors of the Association shall be not less than three (3) in number. The original Board of Directors shall be composed of the following:

ALLEN T. CADMAN
JOHN K. McCREADY
RICHARD W. NYMAN

Who shall commence to serve at the time of recordation of this Declaration and shall serve until their successors are elected pursuant to the provisions of the By-

Laws of the Association. Such original Directors shall serve at the pleasure of Declarant and may be removed from office at any time by Declarant and during said period Declarant shall have authority, in its sole discretion, to fill any vacancies created or existing on said Board.

7.6. Rules and Regulations. The Association shall have the power to establish and enforce compliance with Rules and Regulations and to amend same from time to time. A copy of such Rules and Regulations shall be delivered or mailed to each Member promptly upon the adoption thereof.

7.7. Architectural Control Committee. The Association shall have the authority to appoint an Architectural Control Committee and to delegate to such committee such power and authority to control and supervise to the extent and in such manner as shall be specified in the By-Laws of the Association the activities of individual owners with respect to their Units and the Common Areas herein declared to be subject to the control and supervision of the Association.

8. INSURANCE.

8.1. Property Insurance. The Association shall obtain and pay the premiums upon, as a Common Expense, a policy of insurance on all improvements in the Project and all personal property within the Common Areas (except the personal property individually owned by one or more Owners and improvements to Units added by the Owners thereof) in an amount equal to the maximum insurable replacement value thereof, affording protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage and other hazards covered by a standard extended coverage endorsement, and such other risks as may from time to time be customarily insured against with respect to improvements similar in construction, location and use. Said policy of insurance shall also include an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement", or "Contingent Liability from Operation of Building Laws Endorsement", or its equivalent. The proceeds of such policy shall be received by the Association, as Trustee, and held in a separate account for distribution to the Owners and their Mortgages (subject to the provisions of the Act, this Declaration and the Association By-Laws) as their interests may appear; provided, however, when repair or reconstruction of the Project shall be required as provided in Article 9 hereof, such proceeds shall be held by the Association and applied to such repair or reconstruction.

8.2. Public Liability and Property Damage. The Association shall purchase and pay the premiums upon, as a Common Expense, broad form

Comprehensive Liability Coverage with a "Severability of Interest Endorsement" or its equivalent. Said policy shall be in such an amount as deemed appropriate by the Board of Directors, but in no event shall said policy be less than \$1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single transaction. Coverage under this policy shall include, but not be limited to, legal liability of the Association for bodily and personal injuries, property damage; operation of automobiles, whether owned or non-owned, on behalf of the Association; and activities of the Association in connection with the operation, maintenance or use of the Common Areas.

8.3. Boiler Insurance. The Association shall purchase a broad form policy of repair and replacement boiler and machinery insurance in such amounts as the Association deems advisable. The premiums for said policy shall be a Common Expense.

8.4. Workmen's Compensation Insurance. The Association shall purchase Workmen's Compensation (the premiums of which shall be a Common Expense) in such form as to meet the requirement of law for injuries to Association employees.

8.5. General Provisions. With respect to the policies of insurance described in subparagraphs 8.1, 8.2, 8.3 and 8.4 above, said policies shall be subject to (when applicable) the following provisions and limitations.

8.5.1. The named insured shall be the Association through the Board of Directors, as Trustee, for the Owners. The Association, by and through the Board said policies, collect and remit the premiums therefore (which shall be considered Common Expenses), to negotiate any claim, to collect proceeds thereof, and to distribute same to the Association, the Owners provisions of the Act, this Declaration and By-Laws) as their interests may appear.

8.5.2. All policies shall provide that the coverage may not be cancelled or substantially modified (including cancellation for non-payment of premium) without thirty (30) days written notice to each Owner and Mortgagee.

8.5.3. Such policies shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Owners when such act or neglect is not within the control of the Association, or (b) by failure of the Association to comply with any warranty or condition with regard to any portion of the project over which the Association has no control.

8.5.4. In no event shall the insurance coverage obtained and maintained pursuant to the provisions hereof, be brought into contribution with

insurance purchased by the Owners or their Mortgagees, if any.

8.5.5. All policies of property insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to make a cash settlement in lieu of the right to restore, such option shall not be exercisable without the prior written approval of the Association.

8.5.6. In the event of loss or damage to the Common Areas or the property of an Owner which shall be covered by insurance, the insurance company paying such claim shall have no right of subrogation against the Association, its agents and employees, nor the Owners, their tenants, or members of their respective households.

8.6 Fidelity Bonds. The Association shall obtain and pay the premiums upon, coverage for dishonesty of officers, directors, trustees and employees of the Association and all others who handle or are responsible for handling funds of the Association. In the event that the Association employs a professional management agent to administer the project, said employment agreement shall require that the professional management agent acquire at his or its expense, a fidelity bond naming the Association as Obligee.

8.7. Power of Attorney. Each Owner hereby irrevocably names, constitutes and appoints the Association as his true and lawful attorney-in-fact for the purpose of maintaining such insurance policies. Without limiting the generality of the foregoing, the Association, as said attorney-in-fact, shall have full power and authority, in the name, place and stead of each Owner, to purchase and maintain such insurance, to collect and remit the premiums therefore (which shall be considered Common Expenses), to negotiate any claim, to collect proceeds thereof, and to distribute the same to the Association, the Owners and their respective Mortgages (subject to the provisions of the Act and this Declaration) as their interest may appear, to execute releases of liability and to execute all documents to accomplish the powers herein granted, and any insurer may deal exclusively with the Association in responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit nor the liability of any Owner for occurrences therein not caused by or connected with the Association's operation, maintenance or use of the Condominium Project.

8.8. Owners' Insurance. Each Owner, and not the Association shall have the responsibility of obtaining and keeping in full force and effect, at his sole expense, (i) standard fire and extended risk insurance on the personal property and furnishings contained in his Unit, or located on the Common Areas, and on any improvements added to his Unit by an Owner thereof; (ii) broad form comprehensive liability coverage for his Unit (which shall be in addition to and not

in lieu of the Comprehensive Liability Coverage required to be purchased by the Association); and (iii) such other insurance coverage purchased by the Association provided, however, that in no event is the insurance coverage purchased by the Association to be brought into contribution with insurance purchased by Owners.

9. RECONSTRUCTION OR REPAIR OF IMPROVEMENTS.

9.1. When Reconstruction Required. If two-thirds (2/3) or less of all Buildings and other Common Area improvements in the Project shall be damaged by fire or other casualty, then the Project shall be repaired or reconstructed. If more than two-thirds (2/3) of such improvements shall be destroyed, then reconstruction or repair shall be effected only with the unanimous consent of all Owners. The extent of damage shall be determined solely by the Board of Directors, and its decision in this regard shall be final and conclusive.

9.2. Restoration of Common Areas. When reconstruction or repair of the Common Areas shall be required, the same shall be accomplished by the Association, and each Owner does hereby irrevocably name, constitute and appoint the Association as his true and lawful attorney-in-fact for the purpose of accomplishing such reconstruction or repair, hereby granting officers and agents, full and complete authorization, right, and power to make, execute and deliver, in his name, place and stead, any contract, and any other instrument with respect to the interest of such Owner which is necessary and appropriate to accomplish the powers herein granted. Such reconstruction or repair shall be substantially in accordance with this Declaration and the original plans and specifications of the Project unless the Owners shall unanimously decide otherwise.

9.3. Repair of Units. Each Owner shall be responsible for the reconstruction, repair or replacement of the interior of his Unit, including, but not limited to, the floor coverings, wall coverings, window shades, draperies, interior walls, furniture, furnishings, decorative light fixtures, and all appliances located therein, except the thermostat and chiller. Each Owner shall also be responsible for the costs, not otherwise covered by insurance carried by the Association, of any reconstruction, repair or replacement of any portion of the Project necessitated by his negligence or misuse or the negligence or misuse of his guests, agents, employees or contractors, which shall be considered a Special Expense. In the event damage to all or any part of the interior of a Unit is covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction, repair or replacement of his Unit upon notification of receipt of the insurance proceeds, or any portion thereof, by the

Association. In the event such damage is not covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction, repair or replacement shall be subject to the control and supervision of the Association during the course thereof.

9.4. Cost of Repairs.

9.4.1. Estimate of Repairs. As soon as possible after all the occurrence of a casualty which causes damage to any part of the Project for which the Association has insurance coverage (hereinafter referred to as the "Casualty"), the Association shall obtain reliable and detailed cost estimates of (i) the cost of restoring all damage caused by the Casualty to the Common Areas (hereinafter referred to as the "Common Area Costs"); and (ii) the cost of restoring that part of the damage caused by the Casualty to each Unit which is or would be covered by insurance held by the Association without regard to the policy limits of such insurance (hereinafter referred to as the "Unit Costs").

9.4.2. Application of Insurance Proceeds. All insurance proceeds available to the Association with respect to the Casualty shall first be applied to the payment of actual Common Area Costs and the balance thereof, if any, shall thereafter be applied to the payment of the actual Unit Costs. However, if such insurance proceeds are not sufficient to cover such estimated costs, then an assessment, shall be made against the Owners by the Association in the following manner:

(i) All Owners shall be assessed on the basis of their percentage of ownership in the Common Areas for the payment of the estimated Common Areas Costs not otherwise paid for by insurance held by the Association, which shall be considered Common Expenses.

(ii) Each Owner of a damaged Unit shall be assessed an amount equal to the difference between his estimated Unit Costs and a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the Association with respect to the Casualty by a fraction, the numerator of which is his estimated Unit Costs and the denominator of which is the total of all of the estimated Unit Costs, which shall be considered Special Expenses.

9.5 Eminent Domain. In the event of taking by eminent domain of part or all of the Common Areas, the award for such taking shall be payable to the Association, which shall represent the Owners named in the condemnation proceedings. Said award shall be utilized to the extent possible for the repair, restoration, replacement and/or improvement of remaining Common Areas. Any funds not so utilized shall be applied in payment of Common Expenses otherwise assessable to the Members of the Association. In the event of taking by eminent

domain of all or a part of a Unit, the award made for such taking shall be payable to the Owner and his Mortgagee, if any, as their interest may appear. If all or part of a Unit(s) is taken by eminent domain, then the percentage ownership in the Common Areas as established in Exhibit "C" hereof shall be redetermined by the Board of Directors so that the sum of the percentage interest which the remaining units bear to the Project shall be 100. Upon receipt of notice of the filing of any condemnation proceeding affecting the Project, the Association shall give written notice to all Mortgagees of the pendency of such proceeding.

10. ASSESSMENTS.

10.1. Annual Budget. Not less than thirty (30) days prior to the commencement of each fiscal year (which shall commence on the first day of the month in which the sale of the first Condominium by Declarant is closed, unless and until a new fiscal year is established by the Association) the Board of Directors (or those named herein as constituting the original Board of Directors in the event the Association has not been formed at such time) shall establish an annual budget for such fiscal year, including therein all anticipated items of Common Expense together with a reasonable reserve for contingencies. Copies of the annual budget shall be delivered to each Owner, but the failure of an Owner to receive same shall not affect his liability for the payment of any existing or future assessment.

10.2. Annual Common Assessment. By the adoption of the annual budget by the Board of Directors there shall be established an annual Common Assessment for the payment of which each Owner (including Declarant) shall be personally liable in the same percentage as his percentage ownership in the Common Areas as established in Exhibit "C" hereof. Each Owner shall pay his percentage share to the Association in even monthly installments of one-twelfth (1/12) thereof on the first day of each month during the fiscal year. The first monthly installment, or prorate portion thereof, of such annual Common Assessment shall be due and payable by an Owner upon acceptance of a deed to a Condominium. In addition, each Owner may be required to deposit and to maintain up to three (3) monthly installments of his share of the annual Common Assessment, without interest, which sum shall be used by the Association as a reserve for paying such Owner's share of the annual Common Assessment, for purchase of equipment and supplies and for working capital. Such advance payment shall not relieve an Owner from making the regular monthly payment of his share of the annual Common Assessments as the same shall become due. Upon the sale of his Condominium, an Owner shall be entitled to a credit from his grantee for any unused portion thereof. If the annual budget is not adopted as herein required, a monthly payment in the amount required by the annual budget for the previous fiscal year shall continue to be due and payable by each Owner until such time as the annual budget for the current fiscal year is established, at

which time the annual Common Assessment so established shall become retroactive to the commencement of such current fiscal year.

10.3. Additional Common Assessments. Should the Board of Directors at any time determine, in their sole discretion, that the annual Common Assessment is insufficient to pay the Common Expense for the current fiscal year, the Board of Directors may at any time and from time to time levy an additional Common Assessment not to exceed 10% of the annual budget for said year as the Board shall deem necessary for such purpose or purposes. Each Owner (including Declarant) shall be personally liable for the payment of such additional Common Assessments in the same proportionate share as he shall have personal liability for the payment of the annual Common Assessment. Such additional Common Assessments shall be due and payable at such time and in the manner as the Board of Directors, in their sole discretion, shall determine. Provided, however, in the event the Board of Directors determine that the additional Common Assessment must exceed 10% or that the additional Common Assessment shall be for the purpose of making additions, alterations or capital improvements to the Common Areas costing more than Ten Thousand (\$10,000.00) Dollars such additional Common Assessment shall require the approval of two-thirds (2/3) of the votes of both Class A and Class B Members present and entitled to vote at an annual or special meeting of the Members called for such purpose at which a quorum is present.

10.4. Special Assessments. Special Assessments may be levied by the Board of Directors against particular Owners for the payment of Special Expenses. Such Special Assessments shall be due and payable to the Association upon demand. Provided, however, no Special Assessments shall be levied against an Owner until he shall have been given opportunity to present evidence on his behalf at a hearing, and no such hearing shall be held until such Owner shall have received at least ten (10) days written notice specifying the reasons for the proposed Special Assessment and the exact time and place of the hearing.

10.5. Delinquent Assessments. The payment of an assessment shall be considered delinquent if not paid upon the due date thereof and shall bear interest from such date at the rate of ten(10%) percent per annum until paid. The Association shall also be entitled to collect a late charge in such amounts and upon such conditions as the Board of Directors may from time to time determine. Each Owner (whether one or more) shall be and remain personally liable for the payment of all assessments which may be levied against such Owner by the Association in accordance with the terms and provisions of this Declaration until same shall be paid in full, both principal and interest. In the event of sale or conveyance of a Condominium the purchaser of same shall be entitled to pay same out of the sale price and, failing this, such purchaser shall become

personally liable for payment of such delinquent assessments by his acceptance of a deed to such Condominium from an Owner in default.

10.6. **Vendor's Lien.** In each deed of a Condominium by Declarant to an Owner there shall be expressly reserved a Vendor's Lien (the "Vendor's Lien") to secure payment of all assessments due and to become due pursuant to this Declaration, which Vendor's Lien shall be transferred and assigned therein to the Association. By the acceptance of a deed from Declarant each Owner (and his subsequent grantees) assume and agree to pay such assessments in accordance with the terms and provisions of this Declaration.

10.7. **Subordination of Vendor's Lien.** If any Condominium subject to the Vendor's lien reserved for the payment of assessments due and to become due pursuant to the terms of this Declaration shall be subject to the lien the terms of this Declaration shall be subject to affect or impair the lien of such recorded mortgage, and (ii) the foreclosure of the lien of the recorded mortgage or the acceptance of a deed in lieu of foreclosure thereof, shall not operate to affect or impair the Vendor's Lien reserved herein, except that to the extent said Vendor's Lien shall secure delinquent assessments accrued to the time of foreclosure or acceptance of the deed in lieu of foreclosure the same shall be subordinate to the lien of such recorded mortgage, with the foreclosure-purchaser or foreclosure-grantee and its subsequent grantees taking title free of the Vendor's Lien reserved herein for the payment of all delinquent assessments that have accrued up to the time of foreclosure or the acceptance of the deed in lieu of foreclosure, but subject to such Vendor's Lien for the payment of all assessments which shall become due subsequent to the date of foreclosure sale or the date of acceptance of a deed in lieu of foreclosure. All assessments which shall have become due up to such date and not have been paid shall be deemed to be Common Expenses collectible from all Owners, including the Owner of the Unit acquired at the foreclosure sale or as the result of the acceptance of the deed in lieu of foreclosure, in the manner provided herein.

10.8. **No Exemptions.** No Member may exempt himself from liability for assessments duly levied by the Association, nor released the Condominium owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas and the facilities thereon or by abandonment of his Condominium.

10.9. **Commingling of Assessments.** Except as otherwise expressly provided herein, all sums collected by the Association from assessments may be commingled in a single fund, and without the necessity of a specific accounting for each element of Common Expense or Special Expense for which such assessments have been made.

10.10. **Assessment Roll.** The assessments against all Owners shall be set forth upon a roll of the Units which shall be available in the office of the

Association for inspection at all reasonable times by Owners or their duly authorized representatives. Such Assessment Roll shall indicate for each Unit the name and address of the Owner or Owners, the assessments for all purposes and the amounts of all assessments paid and unpaid. A certificate made by the manager or the Board of Directors as to the status of an Owner's assessment account shall limit the liability of any person for whom made other than the Owner. The Association shall issue such certificates to such persons as shall be determined by the Board of Directors from time to time.

10.11. **Collection of Assessments.** The Association may, in addition to its rights under Section 18 of the Act, enforce collection of delinquent assessments by suit at law for a money judgment and may seek judicial foreclosure of the Vendor's Lien reserved herein. Failure to seek judicial foreclosure of such Vendor's Lien in any suit at law for a money judgment shall not operate to waive such Vendor's Lien, but same shall remain in full force and effect to secure payment of all assessments due or to become due by such Owner.

11. MORTGAGES.

11.1. **Notices.** Any Owner who mortgages his Condominium shall furnish the Association the name and address of such Mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Condominiums." The Association shall give written notification to such Mortgagee when the Owner of such Condominium is delinquent in the payment of any Assessment for 30 days or more. Each Mortgagee shall also be entitled to written notification from the Association of any other default by its Owner-Mortgagor in the performance of such Owner's obligations under the terms and provisions of this Declaration which shall not have been cured within thirty (30) days after written notice to such Owner-Mortgagor by the Association specifying such default.

11.2. **Delinquent Assessments.** A Mortgagee, may, but shall not be required to, pay any delinquent assessments due upon the mortgaged condominium, and the amount of such payment shall be added to the mortgage indebtedness. Failure by an Owner-Mortgagor to pay any assessment when due and payable shall constitute a default under the terms and provisions of the mortgage instrument, authorizing foreclosure of the lien created therein, at the option of the Mortgagee.

11.3. **Consent.** The prior written approval of all holders of first mortgages on any Condominium must be obtained for the following:

- (a) the abandonment of this Condominium regime pursuant to Section 11 of the Act;

- (b) the partition or subdivision of any Unit or of the Common Areas.
- (c) a change in the percentage interests of Owners in the Common Areas.

12. RESTRICTIVE COVENANTS.

12.1. **Residential Use.** Each Unit shall be occupied and used by its Owner only as a private dwelling for the Owner, his family, tenants and social guests, and for no other purpose. No Unit shall be occupied by more than two (2) persons per bedroom, per Unit on a permanent basis, for example, only two (2) persons shall permanently reside in one bedroom Unit.

12.2. **Alterations.** No Owner shall make structural alterations or modifications to his Unit or to any of the Common Areas, including, but not limited to, the erection of other material in the windows of his Unit or other exterior attachments without the written approval of the Association. The Association shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Project.

12.3. **Temporary Structures.** No structures of a temporary character, trailer, tent, shack, or other out-building shall be used or permitted to be kept or stored by an Owner on any portion of the Common Areas or within his Unit in such a manner as to be exposed to public view, at any time either temporarily or permanently.

12.4. **Improper Activities.** No immoral, improper, unlawful or offensive activities shall be carried on in any Units or upon the Common Areas, nor shall anything be done which may be or become an annoyance or nuisance to the Owners. No Owner shall store any dangerous explosives or inflammable materials either in his Unit or upon the Common Areas, or permit anything to be done or kept or permit to be kept in his Unit or on the Common Areas anything that will increase the rate of insurance on the Project.

12.5. **Signs.** No signs or other advertising devices shall be displayed which are visible from the exterior of any Unit or on the Common Areas, including "For Sale" signs, except in conformity with the Rules and Regulations promulgated by the Board of Directors.

12.6. **Use of Common Areas.** The Common Areas shall not be used for storage of supplies, personal property or trash or refuse of any kind except common trash receptacles placed at the discretion of the Association and storage or maintenance areas specifically reserved to the Association, nor shall the Common Areas be used in any way for the drying, shaking or airing of clothing or

other fabrics. Stairs, entrances, sidewalks, yards, driveways, and parking areas shall not be obstructed in any way nor shall unauthorized persons use them for other than their intended purposes. In general, no activities shall be carried on nor condition maintained by any Owner either in his Unit or upon the Common Areas which despoils the appearance of the Project.

12.7. **Minors.** No person under the age of fifteen (15) may reside continuously in any Unit for a period of more than six (6) weeks.

12.8. **Pets.** No animals shall be kept in the Project except household pets not exceeding 20 pounds in weight. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animals shall be kept. No pets shall be permitted to run loose upon the Common Areas, and any Owner who causes any animal to be brought upon the Project shall indemnify and hold harmless the Association and/or the Owners from and against any loss, damage or liability which they may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefore.

12.9. **Appliances.** With the prior approval of the Board,

A). Clothes washing machines may be permitted in individual units upon the agreement of the owner of the unit to pay an extra assessment for such machines. Said assessment is to be set by the Board. It is further understood and expressly agreed by all owners/residents that anyone installing such machines is liable for any damages caused by the installation, use and/or malfunction of such machines; and any owner/resident who has installed or shall install a machine under the provisions of this Article, hereby expressly agrees to hold the Association and any other owner harmless ofr any physical damage caused by said machines. Further, the Board is hereby empowered to set reasonable house for the operation of the machines herein above described.

B). Electric window air conditioning or heating units may be permitted in individual units upon the same requirements stated in Section A). above being met.

Owners shall be permitted to use only gas ovens, stoves, ranges or other cooking facilities. Garbage disposals shall not be replaced except with the prior written consent of the Association as to quality and adaptability to current drainage facilities.

12.10. **Limitation During Sales Period.** None of the restrictions contained in this Article 12 shall apply to the commercial activities, signs or billboards, if

any, of the Declarant during the sales period of the Condominiums or to the activities of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and By-Laws, as the same may be amended from time to time.

13. DEFAULT.

13.1. **Definition.** Failure to comply with any of the terms of this Declaration, the Articles of Incorporation or By-Laws of the Association, or the duly adopted Rules and Regulations of the Association, shall constitute an event of default and shall be grounds for relief, which may include without limitation, an action to recover sums due for damages and injunctive relief, or any combination thereof.

13.2. **Remedies.** In addition to all other remedies herein contained or as may be provided by law, the Association may discontinue the furnishings of any utilities or other services to an Owner who is in default of his obligations to the Association or other Owners set forth herein upon thirty (30) days written notice to such Owner and to any Mortgagee of such Owner's Unit of its intent to do so.

13.3. **Costs.** In any proceeding arising because of any alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceedings and reasonable attorneys' fees from such Owner.

13.4. **No Waiver.** The failure of the Association or of any Owner to enforce any right, provision, covenant or condition which may be granted by the Act, this Declaration, the Articles of Incorporation or By-Laws of the Association, or the Rules and Regulations, shall not constitute a waiver of the right of the Association of any such Owner to enforce such right, provision, covenant or condition in the future.

13.5. **Rights Cumulative.** All rights, remedies and privileges granted to the Association or any Owner pursuant to the provisions of the Act, this Declaration, the Articles of Incorporation or By-Laws of Association, or the Rules and Regulations, shall be deemed to be cumulative and the exercise of any one or more of such rights, remedies and privileges shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges, as may be available to such party at law or in equity.

14. GENERAL PROVISIONS.

14.1. **Acceptance of Governing Rules.** The Association, all present or future Owners, tenants or future tenants, or any other person using the facilities of the Project are subject to and shall comply with the Act, this Declaration, the

Articles of Incorporation and By-Laws of the Association, and the Rules and Regulations, and the acquisition, occupancy or rental of a Unit shall signify that all such documents are accepted and ratified. In the event of a conflict in any of the provisions of any such documents, the documents shall govern or control in the following order or preference:

(i) the Act; (ii) this Declaration; (iii) the Articles of Incorporation of the Association; (iv) the By-Laws of the Association; and (v) the Rules and Regulations.

14.2. Delivery of Notices. All notices of other documents required herein to be delivered by the Association to Owners may be delivered either personally or by mail. If delivered personally, same shall be deemed to have been delivered when actually received by the Owner or when left at the front door of his Unit. If mailed, same shall be deemed delivered when deposited in the United States Mail addressed to the Owner at his address as it appears on the records of the Association, with postage thereon prepaid.

14.3. Severability. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

14.4. Paragraph Titles. Paragraph titles used in this Declaration are for convenience of reference and are not intended to limit, enlarge or change the meaning of the contents of the various paragraphs.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration on the day and year herein first above written.

SUTTON PLACE JOINT VENTURE

By ON FILE
ALLEN T. CADMAN
MANAGING CO-VENTURER

THE STATE OF TEXAS)

COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ALLEN T. CADMAN as Managing Co-Venturer of SUTTON PLACE JOINT VENTURE, a Joint Venture, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of said Joint Venture and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day
of _____, 20__.

Notary Public, El Paso County,
Texas

My Commission Expires:

The Thunderbird Sutton Place Townhomes Association, Inc., and may not be assigned. Any attempted assignment shall be null and void.

Signed this ____ day of _____, 20____,
SUTTON PLACE JOINT VENTURE

By ON FILE
Managing Co-Venturer

RECEIPT and ACCEPTANCE of
the foregoing warranty is
acknowledged.

THUNDERBIRD SUTTON PLACE
TOWNHOMES ASSOCIATION, INC.

By ON FILE
President

EXHIBIT "A"

Property description: All of Lot 1, Block 1, Sutton
Place Unit 1, El Paso, El Paso
County, Texas.

EXHIBIT A
METES AND BOUNDS DESCRIPTION

The parcel of land herein described is all of Lot 1, Block 1, Sutton Place Unit 1, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at the centerline intersection of Shadow Mountain Drive and Thunderbird Drive, said point being an existing bridge nail with punch; Thence, South 38° 23' 36" West, along the centerline of Thunderbird Drive, a distance of 45.00 feet to a point; Thence, South 51° 34' 20" East, a distance of 50.01 feet to a point lying on the southerly right-of-way line of Shadow Mountain Dr., said point also being the TRUE POINT OF BEGINNING of this description;

THENCE, the following courses along the southerly right-of-way line of Shadow Mountain Drive;

South 51° 34' 20" East, a distance of 9.28 feet to a point for a curve;

461.05 feet along the arc of a curve to the right, with a radius of 440.27 feet, a central angle of 60° 00' 00", and a chord which bears South 21° 34' 20" East, a distance of 440.27 feet to a point for a tangent;

South 08° 25' 40" West, a distance of 216.95 feet to a point for a corner;

THENCE, North 75° 06' 23" West, a distance of 347.64 feet to a point lying on the northerly boundary line of Trace 2E A. F. Miller Survey 212;

THENCE, North 51° 36' 24" West, along said boundary line, a distance of 200.00 feet to a point lying on the easterly right-of-way line of Thunderbird Drive;

THENCE, North 38° 23' 36" East, along said right-of-way line, a distance of 526.94 feet to a point for a curve;

THENCE, 31.43 feet, along the arc of a curve to the right, with a radius of 20.00 feet, a central angle of 90° 02' 04", and a chord which bears North 83° 24' 38" East, a distance of 28.29 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 4.66188 acres (203,071.4928 square feet) of land more or less.

EXHIBIT "B"

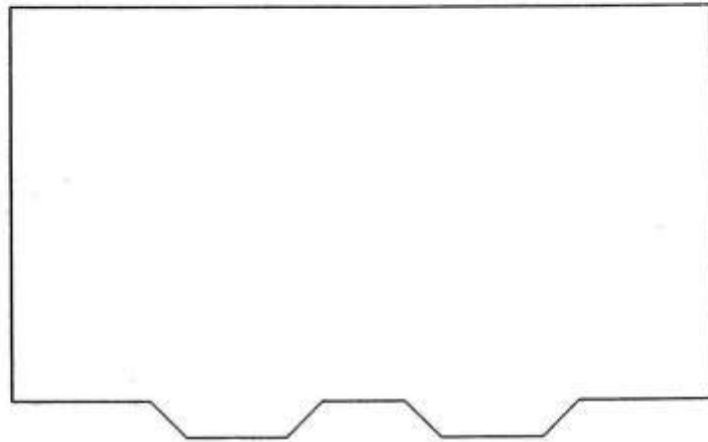
THUNDERBIRD SUTTON PLACE TOWNHOMES ASSOCIATION, INC.

BUILDING	UNIT	UNIT AREA (FT ²)
A	1	1234
	2	971
	3	1081
	4	1197
B	5	1223
	6	958
	7	1091
	8	1201
C	9	1234
	10	971
	11	1081
	12	1197
	13	1059
	14	1073
	15	1066
	16	1081
	17	1234
	18	971
	19	1081
20	1197	
D	21	1201
	22	958
	23	1091
	24	1223
	25	1059
	26	1073
	27	1066
	28	1081
	29	1223
	30	958
	31	1091
	32	1201
E	33	1201
	34	958
	35	1091
	36	1223
	37	1059
	38	1073

THUNDERBIRD SUTTON PLACE TOWNHOMES ASSOCIATION, INC.

BUILDING	UNIT	UNIT AREA (FT ²)
E	39	1066
	40	1081
	41	1201
	42	958
	43	1091
	44	1223
F	45	1197
	46	1081
	47	971
	48	1234
	49	1073
	50	1059
	51	1081
	52	1066
	53	1197
	54	1081
	55	971
56	1234	
G	57	1201
	58	1081
	59	958
	60	1234
H	61	1197
	62	1081
	63	971
	64	1234
I	65	1201
	66	958
	67	1091
	68	1223
J	69	1234
	70	971
	71	1081
	72	1197

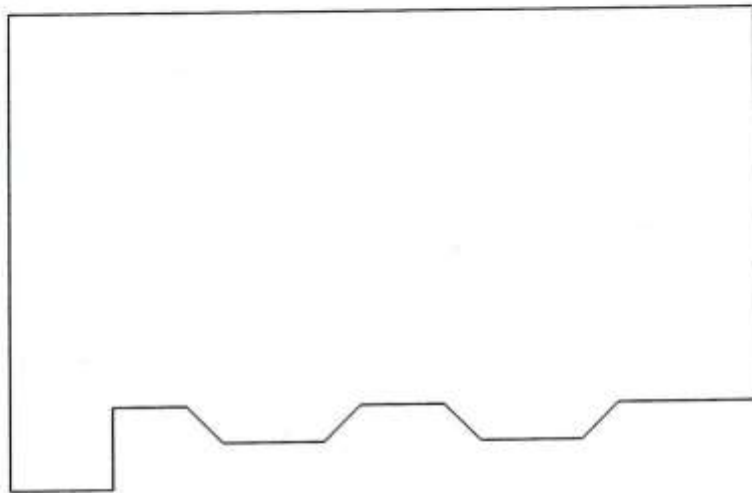
Sub-land, Inc.
 6420 Escondido
 Phone # 564-4457



GROUND FLOOR

**ONE BEDROOM
ONE BATH**

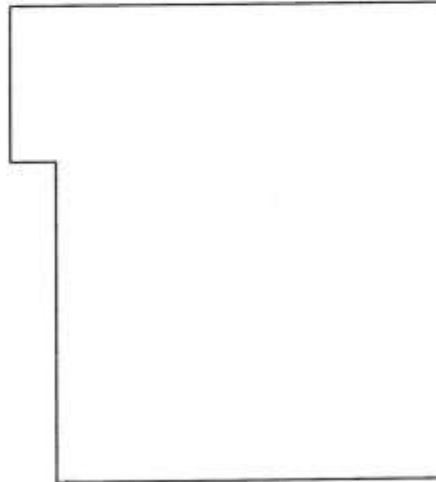
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B6
C10
C18
D22
D30
E34
E42
F47
F55
G59
H63
I66
J70**



**ONE BEDROOM
UPSTAIRS**

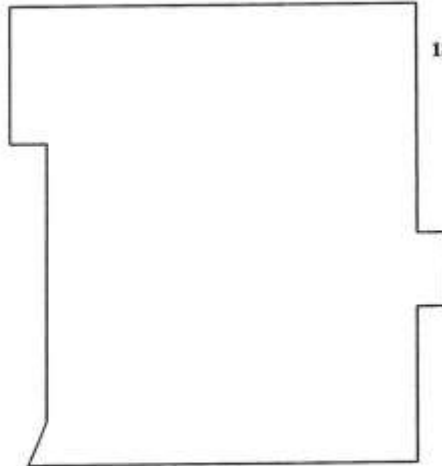
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- I67
- J71

2ND FLOOR

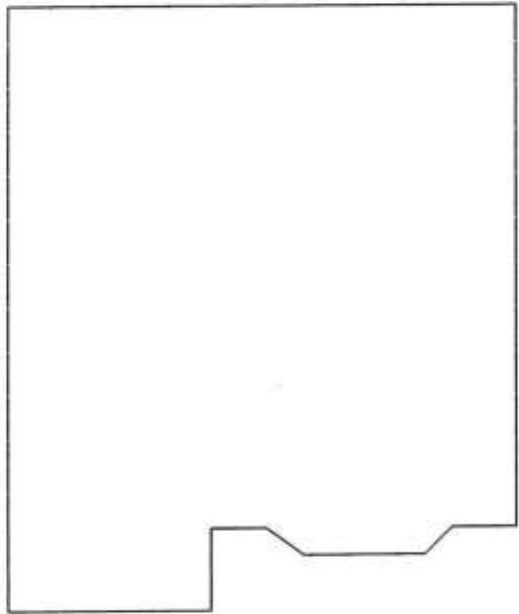


TOWNHOME
2 BEDROOM
1 1/2 BATH

1ST FLOOR



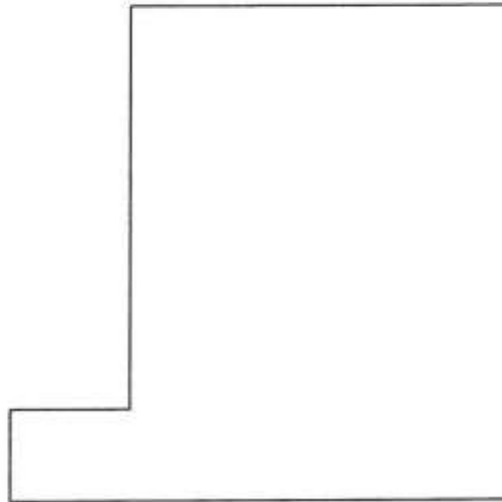
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B8
C12
C20
D21
D32
E33
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F45
F53
G57
H61
I65
J72



**TWO BEDROOM
ONE BATH**

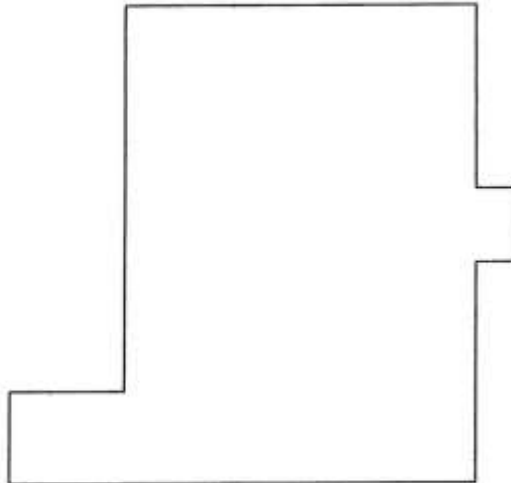
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| D25 | |
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| E37 | |
| E38 | |
| E39 | |
| E40 | |

2ND FLOOR

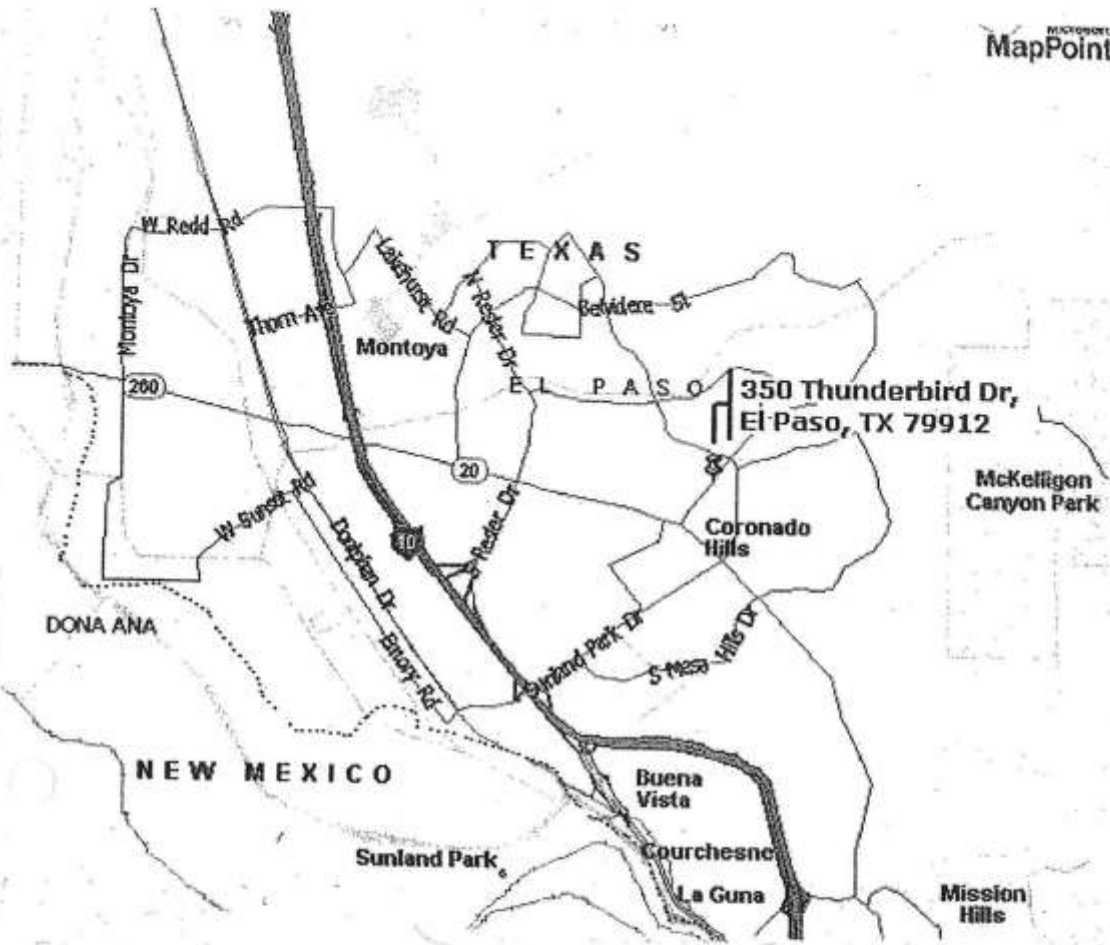


**TOWNHOME
2 BEDROOM
1 1/2 BATH**

1ST FLOOR



A1
B5
C9
C17
D24
D29
E36
E44
F48
F56
G60
H64
I68
J69



El Paso



Thunderbird Sutton Place Townhomes
350 Thunderbird
El Paso TX 79912

EXHIBIT "C"

THUNDERBIRD SUTTON PLACE TOWNHOMES ASSOCIATION, INC.

BUILDING	UNIT	UNIT AREA (FT ²)	% OWNERSHIP OF COMMON AREA
A	1	1234	1.566%
	2	971	1.246%
	3	1081	1.246%
	4	1197	1.566%
B	5	1223	1.566%
	6	958	1.246%
	7	1091	1.246%
	8	1201	1.566%
C	9	1234	1.566%
	10	971	1.246%
	11	1081	1.246%
	12	1197	1.566%
	13	1059	1.329%
	14	1073	1.329%
	15	1066	1.329%
	16	1081	1.329%
	17	1234	1.566%
	18	971	1.246%
	19	1081	1.246%
	20	1197	1.566%
D	21	1201	1.566%
	22	958	1.246%
	23	1091	1.246%
	24	1223	1.566%
	25	1059	1.329%
	26	1073	1.329%
	27	1066	1.329%
	28	1081	1.329%
	29	1223	1.566%
	30	958	1.246%
	31	1091	1.246%
	32	1201	1.566%
E	33	1201	1.566%
	34	958	1.246%
	35	1091	1.246%
	36	1223	1.566%
	37	1059	1.329%
	38	1073	1.329%

THUNDERBIRD SUTTON PLACE TOWNHOMES ASSOCIATION, INC.

BUILDING	UNIT	UNIT AREA (FT ²)	% OWNERSHIP OF COMMON AREA
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	49	1073	1.329%
	50	1059	1.329%
	51	1081	1.329%
	52	1066	1.329%
	53	1197	1.566%
	54	1081	1.246%
	55	971	1.246%
56	1234	1.566%	
G	57	1201	1.566%
	58	1081	1.246%
	59	958	1.246%
	60	1234	1.566%
H	61	1197	1.566%
	62	1081	1.246%
	63	971	1.246%
	64	1234	1.566%
I	65	1201	1.566%
	66	958	1.246%
	67	1091	1.246%
	68	1223	1.566%
J	69	1234	1.566%
	70	971	1.246%
	71	1081	1.246%
	72	1197	1.566%

Sub-land, Inc.
6420 Escondido
Phone # 584-4457