

ENABLING DECLARATION

FOR ESTABLISHMENT OF A CONDOMINIUM REGIME FOR

"THUNDERBIRD APARTMENTS CONDOMINIUM"

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF EL PASO X

WHEREAS, SWEETWATER ENTERPRISES, INC. AND REAL INVESTMENTS, INC., Texas corporations, hereinafter called "Grantors", are the sole owners in fee simple of the real property hereinafter described upon which there is situated an apartment project consisting of six multiple unit apartment buildings, containing a total of seventy-one individual apartments, and three garage or carport structures, containing a total of fifty-five individual parking spaces together with certain other facilities and structures as appurtenances thereto, which apartment project is known as "Thunderbird Apartments Condominiums"; and

WHEREAS, said Grantors now submit said property and improvements thereon to the condominium regime established by the Texas Condominium Act, in order to hereby establish by this Declaration a plan for the individual and exclusive ownership of the separate real property freehold estates thereby created, consisting of the area or space enclosed within the boundaries as herein defined, of each apartment in said multiple unit apartment buildings and the co-ownership, as tenants in common, of all the remaining real property which is hereinafter defined as the "common elements" of the property:

Now, therefore, in furtherance of said plan of condominium ownership and the purposes and intents hereof, said Grantors, the sole owners in fee simple of said property and improvements, hereby makes the following declarations as to the provisions, descriptions, definitions, restrictions, covenants, limitations, conditions, rights, privileges, obligations and liabilities which shall apply to, govern, control and regulate the sale, re-sale or other disposition, acquisition, ownership, use and enjoyment of said property and improvements and the real property freehold estates hereby established, hereby specifying and agreeing that said declarations and the provisions hereof shall be and constitute covenants to run with the land and shall be binding on Grantors, their successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees, or assigns, to-wit:

1. Said Grantors, in order to establish said plan of condominium ownership for the hereinbelow described property and improvements, hereby expressly submit said property and improvements to the condominium regime established by the Texas Condominium Act, as now existing or hereafter amended, and do hereby covenant and agree that they hereby divide said real property into the following separate freehold estates, to-wit:

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(a) Each of the seventy-one individual apartment spaces described in said multiple unit apartment buildings hereinafter described shall constitute a separate freehold estate. The boundaries of each such apartment space shall be and are the interior surfaces of the perimeter walls, floors, ceilings, and the unit includes both the portions of the building so described and the airspace so encompassed, excepting the common elements. The individual ownership of each apartment space herein defined shall further include the interior construction, interior dividing walls, partitions, appliances, fixtures and improvements which are intended to exclusively serve such apartment space, such as interior room walls, floors and ceiling covering or finish, closets, cabinets, shelving individual bathroom and kitchen fixtures, plumbing and appliances, individual lighting and electrical fixtures, and other separate items or chattels belonging exclusively to such apartment which may be removed, replaced, disposed of or otherwise treated without affecting any other apartment space or the ownership, use or enjoyment thereof. None of the land in this project on which any apartment or carport or parking space is located shall be separately owned, as all land in this project shall constitute part of the "general common elements" of the property as hereinafter defined, and shall be owned in common by the owners of the apartment units in this condominium project.

(b) The "general common elements" of the property as described and defined in paragraph 11 below, and the respective undivided interest therein of each owner of an individual apartment space, shall constitute a freehold estate; and it is hereby covenanted and stipulated that each such undivided interest in the general common elements shall be held and owned together with and may not be sold, conveyed or otherwise disposed of or encumbered separate from the individual apartment to which it is allocated.

2. For the purposes of this Declaration, the ownership of each "apartment space" shall include the apartment space itself and the respective undivided interest in the general common elements allocated to the apartment space, and such apartment space, and undivided interest in the general common elements shall together constitute an apartment unit.

3. The legal description of the land, known as the project tract of land, which together with all improvements thereon is hereby submitted to said condominium regime, is situated in El Paso County, Texas, and is more fully described as follows:

Being a tract or parcel of land situated in the City of El Paso, El Paso, County, Texas, and being a portion of A. F. Miller Survey, No. 215 in the City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows, to wit:

From a point, said point being the concrete monument marking the location of the northwest corner of the A. F. Miller Survey No. 215; Thence South 0 degrees 00'00" a distance of 1036.64 feet; Thence East a distance of 486.52 feet to the POINT OF BEGINNING:

Thence 43.11 feet along the northerly right-of-way line of Pebble Beach Drive and along the arc of a curve to the right whose interior angle is 6 degrees 20'50", whose radius is 389.18 feet, and whose chord bears North 77 degrees 57'25" West a distance of 43.09 feet;

Thence 43.11 feet along the northerly right-of-way line of Pebble Beach Drive and along the arc of a curve to the right whose interior angle is 6 degrees 20'50", whose radius is 389.18 feet, and whose chord bears North 77 degrees 57'25" West a distance of 43.09 feet;

Thence 318.13 feet along aforesaid right-of-way line and along the arc of a curve to the left whose interior angle is 15 degrees 13' 00", whose radius is 1197.87 feet, and whose chord bears North 82 degrees 23'30" West a distance of 317.20 feet;

Thence West a distance of 10.31 feet to the point of intersection of the northerly right-of-way line of Pebble Beach Drive with the easterly right-of-way line of Shadow Mountain Drive;

Thence North 0 degrees 01'10" East along said easterly right-of-way line a distance of 331.26 feet;

Thence South 89 degrees 58'50" East a distance of 366.25 feet;

Thence South a distance of 382.13' to the point of beginning, and containing in all 127,834.33 square feet and 2.93467 acres more or less.

Said land is described in Exhibits "1" and "2" attached hereto and made a part hereof by reference.

4. There is attached to this Declaration and made a part hereof as Exhibit "2" hereto, a survey plat which depicts said land as above described and the location of each of the six multiple unit apartment buildings located thereon, denoted as Building A, Building B, etc.

5. The six multiple unit apartment buildings shown and denoted on the above mentioned plat are generally described as follows:

Building A. This building has three stories and contains a party room, guest room, maids' room, laundry room, office, four conference rooms, storage area, fifty-five separate storage closets and a men's and women's restroom on the first floor and six apartments on each of the other two floors; it has a total floor area of 22,232.4 square feet, of which 12,044 square feet are within the apartments; it is constructed of wood framing, stucco and brick veneer siding, flat built-up tar and gravel roof with a tile facade, concrete slab foundation and aluminum windows.

Building B. This building has two stories and contains six apartments on each floor, it has a total floor area of 14,821.6 square feet, of which 12,044 square feet are within the apartments; it is constructed of wood framing, stucco and brick veneer siding, flat built-up tar and gravel roof with a tile facade, concrete slab foundation and aluminum windows.

Building C. This building has two stories and contains six apartments on each floor; it has a total floor area of 13,821.6 square feet, of which 12,044 square feet are within the apartments; it is constructed of wood framing, stucco and brick veneer siding, flat built-up tar and gravel roof with a tile facade, concrete slab foundation and aluminum windows.

Building D. This building has two stories and contains six apartments on each floor; it has a total floor area of 14,821.6 square feet, of which 12,044 square feet are within the apartments; it is constructed of wood framing, stucco and brick veneer siding, flat built-up tar and gravel roof with a tile facade, concrete slab foundation and aluminum windows.

Building E. This building has two stories and contains six apartments on the first floor and five apartments on the second floor; it has a total floor area of 14,821.6 square feet, of which 12,060.8 square feet are within the apartments; it is constructed of wood framing, stucco and brick veneer siding, flat built-up tar and gravel roof with a tile facade, concrete slab foundation and aluminum windows.

Building F. This building has two stories and contains six apartments on each floor; it has a total floor area of 14,821.6 square feet, of which 12,044 square feet are within the apartments; it is constructed of wood framing, stucco and brick veneer siding, flat built-up tar and gravel roof with a tile facade, concrete slab foundation and aluminum windows.

6. The seventy-one individual apartment spaces hereby established and which shall be individually conveyed and owned each have a direct exit to a thoroughfare or to a given common space, leading to a thoroughfare, and they are described as follows:

Apartment A-1. Located on the second floor of Building A as shown on Exhibit "A-2" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment A-2. Located on the second floor of Building A as shown on Exhibit "A-2" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, and two bathrooms, a combination living room and dining room and a kitchen.

Apartment A-3. Located on the second floor of Building A as shown on Exhibit "A-2" attached hereto and contains 11040.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and kitchen.

Apartment A-4. Located on the second floor of Building A as shown on Exhibit "A-2" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment A-5. Located on the second floor of Building A as shown on Exhibit "A-2" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment A-6. Located on the second floor of Building A as shown on Exhibit "A-2" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment A-7. Located on the third floor of Building A as shown on Exhibit "A-3" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment A-8. Located on the third floor of Building A as shown on Exhibit "A-3" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment A-9. Located on the third floor of Building A as shown on Exhibit "A-3" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment A-10. Located on the third floor of Building A as shown on Exhibit "A-3" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment A-11. Located on the third floor of Building A as shown on Exhibit "A-3" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment A-12. Located on the third floor of Building A as shown on Exhibit "A-3" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment B-1. Located on the first floor of Building B as shown on Exhibit "B-1" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment B-2. Located on the first floor of Building B as shown on Exhibit "B-1" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment B-3. Located on the first floor of Building B as shown on Exhibit "B-1" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment B-4. Located on the first floor of Building B as shown on Exhibit "B-1" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

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Apartment B-5. Located on the first floor of Building B as shown on Exhibit "B-1" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment B-6. Located on the first floor of Building B as shown on Exhibit "B-1" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment B-7. Located on the second floor of Building B as shown on Exhibit "B-2" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment B-8. Located on the second floor of Building B as shown on Exhibit "B-2" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment B-9. Located on the second floor of Building B as shown on Exhibit "B-2" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment B-10. Located on the second floor of Building B as shown on Exhibit "B-2" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment B-11. Located on the second floor of Building B as shown on Exhibit "B-2" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment B-12. Located on the second floor of Building B as shown on Exhibit "B-2" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment C-1. Located on the first floor of Building C as shown on Exhibit "C-1" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment C-2. Located on the first floor of Building C as shown on Exhibit "C-1" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment C-3. Located on the first floor of Building C as shown on Exhibit "C-1" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment C-4. Located on the first floor of Building C as shown on Exhibit "C-1" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment C-5. Located on the first floor of Building C as shown on Exhibit "C-1" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment C-6. Located on the first floor of Building C as shown on Exhibit "C-1" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment C-7. Located on the second floor of Building C as shown on Exhibit "C-2" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment C-8. Located on the second floor of Building C as shown on Exhibit "C-2" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment C-9. Located on the second floor of Building C as shown on Exhibit "C-2" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment C-10. Located on the second floor of Building C as shown on Exhibit "C-2" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment C-11. Located on the second floor of Building C as shown on Exhibit "C-2" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment C-12. Located on the second floor of Building C as shown on "C-2" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment D-1. Located on the first floor of Building D as shown on Exhibit "D-1" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment D-2. Located on the first floor of Building D as shown on Exhibit "D-1" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment D-3. Located on the first floor of Building D as shown on Exhibit "D-1" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment D-4. Located on the first floor of Building D as shown on Exhibit "D-1" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment D-5. Located on the first floor of Building D as shown on Exhibit "D-1" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment D-6. Located on the first floor of Building D as shown on Exhibit "D-1" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment D-7. Located on the second floor of Building D as shown on Exhibit "D-2" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment D-8. Located on the second floor of Building D as shown on Exhibit "D-2" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment D-9. Located on the second floor of Building D as shown on Exhibit "D-2" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment D-10. Located on the second floor of Building D as shown on Exhibit "D-2" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment D-11. Located on the second floor of Building D as shown on Exhibit "D-2" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment D-12. Located on the second floor of Building D as shown on Exhibit "D-2" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment E-1. Located on the first floor of Building E as shown on Exhibit "E-1" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment E-2. Located on the first floor of Building E as shown on Exhibit "E-1" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment E-3. Located on the first floor of Building E as shown on Exhibit "E-1" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment E-4. Located on the first floor of Building E as shown on Exhibit "E-1" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment E-5. Located on the first floor of Building E as shown on Exhibit "E-1" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment E-6. Located on the first floor of Building E as shown on Exhibit "E-1" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment E-7. Located on the second floor of Building E as shown on Exhibit "E-2" attached hereto and contains 1425.6 square feet. This apartment has two bedrooms, three bathrooms, a combination living room and dining room, a den and a kitchen.

Apartment E-8. Located on the second floor of Building E as shown on Exhibit "E-2" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment E-9. Located on the second floor of Building E as shown on Exhibit "E-2" attached hereto and contains 1602.2 square feet. This apartment has three bedrooms, two bathrooms, a combination living room and dining room, a laundry room, a den and a kitchen.

Apartment E-10. Located on the second floor of Building E as shown on Exhibit "E-2" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment E-12. Located on the second floor of Building E as shown on Exhibit "E-2" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment F-1. Located on the first floor of Building F as shown on Exhibit "F-1" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment F-2. Located on the first floor of Building F as shown on Exhibit "F-1" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment F-3. Located on the first floor of Building F as shown on Exhibit "F-1" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment F-4. Located on the first floor of Building F as shown on Exhibit "F-1" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment F-5. Located on the first floor of Building F as shown on Exhibit "F-1" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment F-6. Located on the first floor of Building F as shown on Exhibit "F-1" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment F-7. Located on the second floor of Building F as shown on Exhibit "F-2" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment F-8. Located on the second floor of Building F as shown on Exhibit "F-2" attached hereto and contains 1132.8 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment F-9. Located on the second floor of Building F as shown on Exhibit "F-2" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment F-10. Located on the second floor of Building F as shown on Exhibit "F-2" attached hereto and contains 1104.0 square feet. This apartment has two bedrooms, two bathrooms, a combination living room and dining room and a kitchen.

Apartment F-11. Located on the second floor of Building F as shown on Exhibit "F-2" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

Apartment F-12. Located on the second floor of Building F as shown on Exhibit "F-2" attached hereto and contains 774.2 square feet. This apartment has one bedroom, one bathroom, a combination living room and dining room and a kitchen.

7. There are attached to this Declaration and made a part hereof, plats of each floor of said multiple unit apartment buildings, which plats depict the descriptive data above set out for each apartment and also show the letter of the building and the number of the floor thereof to which they pertain and the plats as aforesaid are marked and designated as Exhibits "A-1", "A-2", etc., "B-1", etc. to correspond with the letter of the building thereby depicted.

8. The garage or carport structures on this project are generally described as follows:

Carport Building 1. This building is constructed of steel and concrete posts with aluminum roofing and is open on all sides. The floor is asphalt paving. The structure is 18.0 feet in depth and 360.49 feet in overall length and contains 31 separately marked parking spaces as shown on Exhibit "3" attached hereto.

Carport Building 2. This building is constructed of steel and concrete posts with aluminum roofing and is open on all sides. The floor is asphalt paving. The structure is 18.0 feet in depth and 216.0 feet in overall length and contains 18 separately marked parking spaces as shown on Exhibit "3" attached hereto.

Carport Building 3. This building is constructed of steel and concrete posts with aluminum roofing and is open on all sides. The floor is asphalt paving. The structure is 18.0 feet in depth and 73.0 feet in overall length and contains 6 separately marked parking spaces as shown on Exhibit "3" attached hereto.

9. There is attached to this Declaration and made a part hereof as Exhibit "2" a survey plat of the project land which shows the location of each of said carport structures, denoted as Carport Building "1", "2", etc.

10. The 111 individual parking spaces herein established shall be "general common elements" as established in paragraph 11 of this Declaration. Each of said places have a direct exit to a throughfare or to a given common space leading to a throughfare, and are described on Exhibit "3" attached hereto.

11. The "general common elements" of the property and of this project include and are defined as all of the project lands above described and the buildings, structures and improvements thereon, save and except the 71 individual apartment units contained in said multiple unit apartment buildings, which are to be individually and separately owned and specifically include, but are not limited to, all land, building foundations, bearing walls and columns, roofs, halls, lobbies, stairways, elevators, elevator shafts, entrances, exits or communication ways, basements, flat roofs, yards, gardens, swimming pools, exterior glass panes, pavement, pipes, wires, conduits, all air conditioning and heating equipment and other facilities serving the project, and the other elements or items herein or in said Act defined as common elements of the property, and in general, such common elements shall consist of all the land and improvements and appurtenances of every type thereon, excepting

said apartment spaces which are to be individually and separately conveyed and owned.

12. The following portions of the general common elements are hereby set aside and allocated for the restricted use of the respective apartment spaces as is below designated, and said elements shall be known, only insofar as the use thereof is concerned, as "limited common elements", but such restriction as to use shall not affect the ownership of same, and the same shall be owned as part of the general common elements to-wit:

Apartment A-1. The balcony shown on Exhibit "A-2" attached hereto, storage closet 17 shown on Exhibit "A-1" attached hereto and parking space 29 shown on Exhibit "3" attached hereto.

Apartment A-2. The patio shown on Exhibit "A-2" attached hereto, storage closet 38 shown on Exhibit "A-1" attached hereto and parking space 2 shown on Exhibit "3" attached hereto.

Apartment A-3. The balcony shown on Exhibit "A-2" attached hereto, storage closet 22 shown on Exhibit "A-1" attached hereto and parking space 7 shown on Exhibit "3" attached hereto.

Apartment A-4. The patio shown on Exhibit "A-2" attached hereto, storage closet 55 shown on Exhibit "A-1" attached hereto and parking space 1 shown on Exhibit "3" attached hereto.

Apartment A-5. The balcony shown on Exhibit "A-2" attached hereto and parking space 107 shown on Exhibit "3" attached hereto.

Apartment A-6. The balcony shown on Exhibit "A-2" attached hereto and parking space 108 shown on Exhibit "3" attached hereto.

Apartment A-7. The balcony shown on Exhibit "A-3" attached hereto, storage closet 15 shown on Exhibit "A-1" attached hereto and parking space 27 shown on Exhibit "3" attached hereto.

Apartment A-8. The balcony shown on Exhibit "A-3" attached hereto, storage closet 43 shown on Exhibit "A-1" attached hereto and parking space 9 shown on Exhibit "3" attached hereto.

Apartment A-9. The balcony shown on Exhibit "A-3" attached hereto, storage closet 32 shown on Exhibit "A-1" attached hereto and parking space 3 shown on Exhibit "3" attached hereto.

Apartment A-10. The balcony shown on Exhibit "A-3" attached hereto, storage closet 41 shown on Exhibit "A-1" attached hereto and parking space 4 shown on Exhibit "3" attached hereto.

Apartment A-11. The balcony shown on Exhibit "A-3" attached hereto and parking space 109 shown on Exhibit "3" attached hereto.

Apartment A-12. The balcony shown on Exhibit "A-3" attached hereto and parking space 110 shown on Exhibit "3" attached hereto.

Apartment B-1. The patio shown on Exhibit "B-1" attached hereto, storage closet 26 shown on Exhibit "A-1" attached hereto and parking space 28 shown on Exhibit "3" attached hereto.

Apartment B-2. The patio shown on Exhibit "B-1" attached hereto, storage closet 7 shown on Exhibit "A-1" attached hereto and parking space 32 shown on Exhibit "3" attached hereto.

Apartment B-3. The patio shown on Exhibit "B-1" attached hereto, storage closet 28 shown on Exhibit "A-1" attached hereto and parking space 33 shown on Exhibit "3" attached hereto.

Apartment B-4. The patio shown on Exhibit "B-1" attached hereto, storage closet 54 shown on Exhibit "A-1" attached hereto and parking spaces 25 & 26 shown on Exhibit "3" attached hereto.

Apartment B-5. The patio shown on Exhibit "B-1" attached hereto, the west outside doorway on the first floor of Building B and parking space 105 shown on Exhibit "3" attached hereto.

Apartment B-6. The patio shown on Exhibit "B-1" attached hereto and parking space 106 shown on Exhibit "3" attached hereto.

Apartment B-7. The balcony shown on Exhibit "B-2" attached hereto, storage closet 30 shown on Exhibit "A-1" attached hereto and parking space 31 shown on Exhibit "3" attached hereto.

Apartment B-8. The balcony shown on Exhibit "B-2" attached hereto, storage closet 9 shown on Exhibit "A-1" attached hereto and parking space 5 shown on Exhibit "3" attached hereto.

Apartment B-9. The balcony shown on Exhibit "B-2" attached hereto, storage closet 27 shown on Exhibit "A-1" attached hereto and parking space 30 shown on Exhibit "3" attached hereto.

Apartment B-10. The balcony shown on Exhibit "B-2" attached hereto, storage closet 16 shown on Exhibit "A-1" attached hereto and parking space 8 shown on Exhibit "3" attached hereto.

Apartment B-11. The balcony shown on Exhibit "B-2" attached hereto and parking space 102 shown on Exhibit "3" attached hereto.

Apartment B-12. The balcony shown on Exhibit "B-2" attached hereto and parking space 101 shown on Exhibit "3" attached hereto.

Apartment C-1. The patio shown on Exhibit "C-1" attached hereto, storage closet 46 shown on Exhibit "A-1" attached hereto and parking space 12 shown on Exhibit "3" attached hereto.

Apartment C-2. The patio shown on Exhibit "C-1" attached hereto, storage closet 31 shown on Exhibit "A-1" attached hereto and parking space 11 shown on Exhibit "3" attached hereto.

Apartment C-3. The patio shown on Exhibit "C-1" attached hereto, storage closet 2 shown on Exhibit "A-1" attached hereto and parking space 16 shown on Exhibit "3" attached hereto.

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Apartment C-4. The patio shown on Exhibit "C-1" attached hereto, storage closet 11 shown on Exhibit "A-1" attached hereto and parking space 14 as shown on Exhibit "3" attached hereto.

Apartment C-5. The patio shown on Exhibit "C-1" attached hereto and parking space 100 shown on Exhibit "3" attached hereto.

Apartment C-6. The patio shown on Exhibit "C-1" attached hereto and parking space 99 shown on Exhibit "3" attached hereto.

Apartment C-7. The balcony shown on Exhibit "C-2" attached hereto, storage closet 21 shown on Exhibit "A-1" attached hereto and parking space 17 shown on Exhibit "3" attached hereto.

Apartment C-8. The balcony shown on Exhibit "C-2" attached hereto, storage closet 18 shown on Exhibit "A-1" attached hereto and parking space 10 shown on Exhibit "3" attached hereto.

Apartment C-9. The balcony shown on Exhibit "C-2" attached hereto, storage closet 39 shown on Exhibit "A-1" attached hereto and parking space 13 shown on Exhibit "3" attached hereto.

Apartment C-10. The balcony shown on Exhibit "C-2" attached hereto, storage closet 10 shown on Exhibit "A-1" attached hereto and parking space 40 shown on Exhibit "3" attached hereto.

Apartment C-11. The balcony shown on Exhibit "C-2" attached hereto and parking space 98 shown on Exhibit "3" attached hereto.

Apartment C-12. The balcony shown on Exhibit "C-2" attached hereto and parking space 97 shown on Exhibit "3" attached hereto.

Apartment D-1. The patio shown on Exhibit "D-1" attached hereto, storage closet 13 shown on Exhibit "A-1" attached hereto and parking space 39 shown on Exhibit "3" attached hereto.

Apartment D-2. The patio shown on Exhibit "D-1" attached hereto, storage closet 14 shown on Exhibit "A-1" attached hereto and parking space 38 shown on Exhibit "3" attached hereto.

Apartment D-3. The patio shown on Exhibit "D-1" attached hereto, storage closet 6 shown on Exhibit "A-1" attached hereto and parking space 18 shown on Exhibit "3" attached hereto.

Apartment D-4. The patio shown on Exhibit "D-1" attached hereto, storage closet 23 shown on Exhibit "A-1" attached hereto and parking space 46 shown on Exhibit "3" attached hereto.

Apartment D-5. The patio shown on Exhibit "D-1" attached hereto, the west outside doorway on the first floor of Building D and parking space 88 shown on Exhibit "3" attached hereto.

Apartment D-6. The patio shown on Exhibit "D-1" attached hereto and parking space 87 shown on Exhibit "3" attached hereto.

Apartment D-7. The balcony shown on Exhibit "D-2" attached hereto storage closet 37 shown on Exhibit "A-1" attached hereto and parking space 36 shown on Exhibit "3" attached hereto.

Apartment D-8. The balcony shown on Exhibit "D-2" attached hereto, storage closet 19 shown on Exhibit "A-1" attached hereto and parking space 37 shown on Exhibit "3" attached hereto.

Apartment D-9. The balcony shown on Exhibit "D-2" attached hereto, storage closet 40 shown on Exhibit "A-1" attached hereto and parking space 35 shown on Exhibit "3" attached hereto.

Apartment D-10. The balcony shown on Exhibit "D-2" attached hereto, storage closet 20 shown on Exhibit "A-1" attached hereto and parking space 34 shown on Exhibit "3" attached hereto.

Apartment D-11. The balcony shown on Exhibit "D-2" attached hereto and parking space 78 shown on Exhibit "3" attached hereto.

Apartment D-12. The balcony shown on Exhibit "D-2" attached hereto and parking space 79 shown on Exhibit "3" attached hereto.

Apartment E-1. The patio shown on Exhibit "E-1" attached hereto, storage closet 24 shown on Exhibit "A-1" attached hereto and parking space 24 shown on Exhibit "3" attached hereto.

Apartment E-2. The patio shown on Exhibit "E-1" attached hereto, storage closet 33 shown on Exhibit "A-1" attached hereto and parking space 21 shown on Exhibit "3" attached hereto.

Apartment E-3. The patio shown on Exhibit "E-1" attached hereto, storage closet 34 shown on Exhibit "A-1" attached hereto and parking space 20 shown on Exhibit "3" attached hereto.

Apartment E-4. The patio shown on Exhibit "E-1" attached hereto, storage closet 35 shown on Exhibit "A-1" attached hereto and parking space 19 shown on Exhibit "3" attached hereto.

Apartment E-5. The patio shown on Exhibit "E-1" attached hereto and parking space 76 shown on Exhibit "3" attached hereto.

Apartment E-6. The patio shown on Exhibit "E-1" attached hereto and parking space 75 shown on Exhibit "3" attached hereto.

Apartment E-7. The balcony shown on Exhibit "E-2" attached hereto, storage closet 36 shown on Exhibit "A-1" attached hereto and parking space 53 shown on Exhibit "3" attached hereto.

Apartment E-8. The balcony shown on Exhibit "E-2" attached hereto, storage closet 8 shown on Exhibit "A-1" attached hereto and parking space 52 shown on Exhibit "3" attached hereto.

Apartment E-9. The two balconies shown on Exhibit "E-2" attached hereto, storage closet 42 shown on Exhibit "A-1", attached hereto and parking space 51 shown on Exhibit "3" attached hereto.

Apartment E-10. The balcony shown on Exhibit "E-2" attached hereto, storage closet 4 shown on Exhibit "A-1" attached hereto and parking space 50 shown on Exhibit "3" attached hereto.

Apartment E-12. The balcony shown on Exhibit "E-2" attached and parking space 77 shown on Exhibit "3" attached hereto.

Apartment F-1. The patio shown on Exhibit "F-1" attached hereto, storage closet 47 shown on Exhibit "A-1" attached hereto and parking space 49 shown on Exhibit "3" attached hereto.

Apartment F-2. the patio shown on Exhibit "F-1" attached hereto, storage closet 45 shown on Exhibit "A-1" attached hereto and parking space 48 shown on Exhibit "3" attached hereto.

Apartment F-3. The patio shown on Exhibit "F-1" attached hereto, storage closet 48 shown on Exhibit "A-1" attached hereto and parking space 45 shown on Exhibit "3" attached hereto.

Apartment F-4. The patio shown on Exhibit "F-1" attached hereto, storage closet 29 shown on Exhibit "A-1" attached hereto and parking space 44 shown on Exhibit "3" attached hereto.

Apartment F-5. The patio shown on Exhibit "F-1" attached hereto and parking space 66 shown on Exhibit "3" attached hereto.

Apartment F-6. The patio shown on Exhibit "F-1" attached hereto, the west outside doorway on the first floor of Building B and parking space 65 shown on Exhibit "3" attached hereto.

Apartment F-7. The balcony shown on Exhibit "F-2" attached hereto, storage closet 25 shown on Exhibit "A-1" attached hereto and parking space 43 shown on Exhibit "3" attached hereto.

Apartment F-8. The balcony shown on Exhibit "F-2" attached hereto, storage closet 5 shown on Exhibit "A-1" attached hereto and parking space 42 shown on Exhibit "3" attached hereto.

Apartment F-9. The balcony shown on Exhibit "F-2" attached hereto, storage closet 12 shown on Exhibit "A-1" attached hereto and parking space 23 shown on Exhibit "3" attached hereto.

Apartment F-10. The balcony shown on Exhibit "F-2" attached hereto, storage closet 44 shown on Exhibit "A-1" attached hereto and parking space 41 shown on Exhibit "3" attached hereto.

Apartment F-11. The balcony shown on Exhibit "F-2" attached hereto and parking space 57 shown on Exhibit "3" attached hereto.

Apartment F-12. The balcony shown on Exhibit "F-2" attached hereto and parking space 56 shown on Exhibit "3" attached hereto.

13. The undivided title and interest of each owner of an apartment space in the general common elements of the property defined in paragraph 11 above, and their proportionate share in the common expenses of said general common elements, as well as the proportionate representation for voting purposes in the meetings of the Council of Co-Owners of this condominium project, is based on the proportionate square feet that each of the apartment units in this condominium project bears to the total square feet of all the apartment units in this project, which proportions for each apartment space, expressed in percentages, are set out below, to-wit:

<u>Apartment</u>	<u>Percentage of General Common Elements</u>
A-1	1.5672
A-2	1.5672
A-3	1.5274
A-4	1.5274
A-5	1.0711
A-6	1.0711
A-7	1.5672
A-8	1.5672
A-9	1.5274
A-10	1.5274
A-11	1.0711
A-12	1.0711
B-1	1.5672
B-2	1.5672
B-3	1.5274
B-4	1.5274
B-5	1.0711
B-6	1.0711
B-7	1.5672
B-8	1.5672
B-9	1.5274
B-10	1.5274
B-11	1.0711
B-12	1.0711
C-1	1.5672
C-2	1.5672
C-3	1.5274
C-4	1.5274
C-5	1.0711
C-6	1.0711
C-7	1.5672
C-8	1.5672
C-9	1.5274
C-10	1.5274
C-11	1.0711
C-12	1.0711
D-1	1.5672
D-2	1.5672
D-3	1.5274
D-4	1.5274

<u>Apartment</u>	<u>Percentage of General Common Elements</u>
D-5	1.0711
D-6	1.0711
D-7	1.5672
D-8	1.5672
D-9	1.5274
D-10	1.5274
D-11	1.0711
D-12	1.0711
E-1	1.5672
E-2	1.5672
E-3	1.5274
E-4	1.5274
E-5	1.0711
E-6	1.0711
E-7	1.9723
E-8	1.5672
E-9	2.2166
E-10	1.5274
E-12	1.0711
F-1	1.5672
F-2	1.5672
F-3	1.5274
F-4	1.5274
F-5	1.0711
F-6	1.0711
F-7	1.5672
F-8	1.5672
F-9	1.5274
F-10	1.5274
F-11	1.0711
F-12	1.0711

The above percentages fixing the undivided interest of each apartment owner in the general common elements and his share of the common expenses and voting representation cannot be changed except by the written consent of each and every owner and mortgagee of an apartment unit in this condominium project, duly executed, acknowledged and filed for record as a partial amendment to this Declaration; and said Grantors, their successors, assigns and grantees, and their successors, heirs, executors, administrators, devisees and grantees, hereby covenant and agree that the elements constituting an apartment unit, that is the individual apartment and the undivided interest in the general common elements allocated to it, shall be held and owned together and such elements shall not be separated or separately sold, conveyed or otherwise disposed of or encumbered, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective apartment space or spaces even though the description in the instrument of conveyance or encumbrance may refer only to the fee title of the "apartment space".

14. Said Grantors, their successors and assigns, by this Declaration, and all future owners, lessees, tenants or other occupants of the

apartment units in this project, by their acceptances of their deeds, leases, rental agreements or possession of any such apartment unit, hereby covenant and agree as follows:

(1) That the common elements, both general and limited, shall remain undivided and shall not be the object of an action for partition or division of the co-ownership so long as suitable for a condominium regime.

(2) That the apartment units shall be occupied and used only for residential purposes, as a private dwelling, and that no professional, business or commercial use shall be made of the same. This restriction is for the benefit of all the apartment units in this condominium project and in addition to other rights or remedies any violation or threatened violation hereof may be enjoined or prevented by suit for injunction at the instance of any owner or owners of other apartment units or the Board of Administration of this condominium regime. This restriction shall not apply to Grantors, who may maintain a sales office on the property.

(3) The owners of the respective apartment spaces shall not be deemed to separately own the basic structural and supporting portions of the perimeter walls, floors, and ceilings surrounding his respective apartment space, nor shall such owner be deemed to separately own pipes, wires, conduits or other public utility lines running through said respective apartment spaces which are utilized for or serve more than one apartment space, but the same shall be owned as tenants in common as part of the common elements of the property, however, each apartment owner shall have an easement in the interest of the other owners in and to the aforesaid elements and facilities as shall be necessary for the support, maintenance, use and enjoyment of his apartment; such owner, however, shall be deemed to separately own the walls and partitions which are contained within the perimeter walls of said owners respective apartment space, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings and the facilities, fixtures and equipment built or placed in said apartment space, or located outside thereof, for the exclusive service and convenience of such apartment space.

(4) The owners of the respective apartment spaces agree that if any portion of the common elements encroaches upon the apartment space, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event any portion of any apartment building is partially or totally destroyed, and then rebuilt or reconstructed, the owners of apartment spaces agree that valid easements shall exist for any resulting encroachments.

(5) The owner of an apartment unit, upon acquisition of same, shall automatically become a member of the Council of Co-Owners of this condominium project, and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership shall automatically cease. The Council of Co-Owners shall elect from among its members a Board of Administration to consist of not less than seven members, who shall serve in such office without pay or compensation

for such term as specified in the by-laws of this condominium project or until their successors are duly elected in accordance with the provisions of such by-laws. Such Board of Administration shall manage and govern the affairs of the Council of Co-Owners, and it shall have such powers, functions, authority, duties, obligations and responsibilities as shall be specified from time to time and/or as may be delegated to it from time to time by the Council of Co-Owners.

(6) The owners of apartment units agree that the government and administration of the condominium shall be in accordance with this Declaration and the By-Laws which are attached hereto as Exhibit 4 and made a part hereof which By-Laws may be amended from time to time by the Council of Co-Owners in accordance with the provisions thereof, and any and all such amendments, duly certified to by the presiding officer of the Board of Administration or other person authorized to make certifications by such By-Laws, shall be filed for record as a partial amendment to said Exhibit 4 attached hereto.

(7) That each owner, tenant or occupant of an apartment unit shall comply with the provision of this Declaration, the By-Laws, and the valid decisions and resolutions of the Council of Co-Owners, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due, for damages, and/or for injunctive relief.

(8) This Declaration shall not be revoked or any of the provisions hereof amended unless all of the owners of the apartment space in this condominium project and all of the mortgages or beneficiaries of mortgages or deeds of trust covering the apartment units unanimously agree to such revocation or amendment by duly recorded instruments.

(9) All owners of apartment units in this condominium project are bound and obligated to contribute monthly or as otherwise periodically assessed by the Council of Co-Owners, or the Board of Administration when authorized to do so by the By-Laws of this project or by resolution of said Council of Co-Owners, their pro-rata part, in the percentages above fixed and set out for each apartment unit, of the expenses of administration, utility charges, wages, legal and accounting fees, reasonable contingency funds, upkeep, a maintenance and repair of the general common elements of this project, and in the proper case of the limited common elements, as any and all such common elements are described and defined in this Declaration, and of any other valid expense or charge assessed pursuant to authority given by said Act, or this Declaration or said By-Laws, each of which assessments shall become due and payable within 21 days from the date each such assessment is made unless otherwise specified in the By-Laws, and such assessments, together with reasonable attorney's fees as hereinafter provided, shall become liens against the respective apartment units for their pro-rata share thereof at the time such assessments become due and payable unless otherwise specified in said By-Laws. No owner shall be exempt from contributing toward such expense, charges, costs or assessments by waiver of the use or enjoyment of the common elements, either general or limited, or by abandonment of the apartment belonging to him. In the event it shall become necessary for the Council of Co-Owners or the Board of Administration

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to employ the services of an attorney to collect such assessment and foreclose the lien herein granted, the owner or owners failing to pay said assessment shall pay, in addition to the assessment due, reasonable attorney's fees to the Council of Co-Owners and/or Board of Administration.

15. All liens for assessments, together with reasonable attorney's fees, made by the Council of Co-Owners, or by the Board of Administration when authorized to do so as aforesaid, shall be prior to other liens, except that such liens for said assessments shall be subordinate, secondary and inferior, and the same are hereby expressly made subordinate, secondary and inferior to (1) all liens for taxes for special assessments levied by the city, county, and state governments or any political subdivision or special district thereof, and (2) liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of such assessment for common expenses became due. Such lien for assessments and attorney's fees herein provided for may be foreclosed, without prejudice and subject to the aforesaid prior liens, by suit by the Board of Administration or any authorized officer thereof, acting in behalf of the Council of Co-Owners, in like manner as mortgages on real property. No such foreclosure shall affect or impair any such prior liens. Nothing contained herein shall preclude the Board of Administration from bringing suit against an apartment owner to recover a money judgement for delinquent assessments, attorney's fees and other sums due the Council of Co-Owners without foreclosing or waiving the lien securing same. The Board of Administration or any authorized officer thereof, acting in behalf of the Council of Co-Owners of the apartment units in this project, shall have power to bid in the apartment unit foreclosed on at the foreclosure sale, and to acquire, hold, lease, mortgage and convey the same in behalf of such Co-Owners. The purchaser acquiring title to such apartment unit at such foreclosure sale, whoever he may be, and his successors and assigns, shall not be liable for the share of the unpaid common expenses or assessments by the Council of Co-Owners chargeable to such apartment unit which became due prior to acquisition of such title at such foreclosure sale, but such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of the apartment units in this project, including such purchaser or acquirer, his successors and assigns on a pro-rata basis. Further, to collect sums owed to the Council of Co-Owners by apartment owners, the Board of Administration may deny delinquent owners the right to use the common elements and may suspend all services, including utility services, and may exercise any other right or remedy available to enforce such claim.

16. The respective apartment units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period of less than thirty (30) days, or (b) any rental where the owner furnishes the occupant with customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen and bellboy service. Other than the foregoing limitation, the owners of the respective apartment units shall have the absolute right to lease or rent same or part thereof, furnished or unfurnished provided that said lease or tenancy is made subject to the covenants

and restrictions contained in this Declaration and further subject to the By-Laws of this condominium. Each apartment space shall be used and occupied only as a single-family dwelling and residential housing accomodation, and no apartment space shall be altered, remodeled, subdivided or converted into more than one dwelling unit or housing accomodation.

17. Upon the sale or conveyance of an apartment unit, all unpaid assessments against the selling Co-Owner for his pro-rata share of the common expenses and charges shall be first paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

(a) Assessments, liens and charges in favor of state and any political subdivision thereof for taxes due and unpaid on the apartment unit; and

(b) Amounts due under mortgage instruments duly recorded prior to the date payment for such assessments became due.

18. Any purchaser of an apartment unit upon request prior to his purchase shall be entitled to a statement from the Board of Administration as to the amount of the unpaid assessments and charges against the particular apartment unit to be sold and purchased, and such purchaser shall not be liable, nor shall the apartment unit sold be subject to any lien for any unpaid charge or assessment made by the Council of Co-Owners against the Seller or his apartment unit in excess of the amount set forth in said statement for the period covered by such statement.

19. The Council of Co-Owners may, upon resolution of a majority, or if required or provided for in the Declaration or the By-Laws, obtain and continue in effect workman's compensation insurance and blanket property insurance to insure the buildings and the owners thereof against risks of whatever character, without prejudice to the right of each Co-Owner to insure his own apartment on his own account and for his own benefit. Such insurance may be written in the name of the Council of Co-Owners or any person designated in the By-Laws or this Declaration as a trustee for each apartment owner and each apartment owner's mortgagee, if any. Each Co-Owner, his successors or assigns, and his mortgagee, if any, shall be a beneficiary, even though not expressly named, in the percentages or fractions established in paragraph 13 of this Declaration. The insurance cost and premiums for any workman's compensation insurance and blanket insurance coverage shall be a common expense to be paid by monthly or other periodic assessments as determined by the Board of Administration or the Council of Co-Owners, and all such payments collected for insurance shall be used solely for the payment of such insurance cost or premiums as the same become due. Each Co-Owner shall pay his pro-rata share of the cost of such insurance in proportion to his beneficial interest therein.

20. In case of fire or other disaster or damage to or destruction of any property subject to this Declaration, the insurance proceeds shall be applied or disbursed, and the repair, reconstruction or disposition of

such property and the obligations of the Co-Owners shall be as provided for by Sections 20 and 21, and any other pertinent or applicable provisions of the Texas Condominium Act.

21. If the owner of any apartment unit in this condominium project shall desire to sell his apartment unit and receives an offer for the purchase of same which he would be willing to accept, such owner shall not sell such apartment unit without first giving the Board of Administration of this condominium project the right of first refusal to purchase such apartment unit, in behalf of the Council of Co-Owners (and not for the benefit of any individual owner) of this project, for the same price and on the same terms and conditions as stipulated in such offer received. Such right of first refusal shall be given by written notice to the Board of Administration which shall be transmitted by U. S. Registered or Certified Mail, with return receipt requested, and shall set out the price, terms and conditions stipulated in said offer received and the name and address of the person making such offer; and such notice shall be deemed given as of the date of such registered or certified mailing as evidenced by the post office receipt therefor. If such Board of Administration shall not elect to purchase said apartment unit for such price and on such terms and conditions specified in said notice within 10 days from date such notice is given, then such owner may sell said apartment unit to the person or persons making such offer, and in such case it shall be the duty and obligation of said Board of Administration to certify in writing, to be duly acknowledged and in recordable form that said selling owner has complied with all the provisions hereof and that such Board of Administration has declined to purchase such apartment unit. The Board of Administration is hereby authorized in its discretion to waive the provisions of this paragraph in respect to any apartment unit or units at any time, provided that each such waiver shall be in writing to be duly executed and acknowledged and in recordable form; and whenever any such waiver may be given by the Board of Administration the right of first refusal to purchase the same. Any holder of the mortgage on any apartment unit which comes into possession of or takes title to the unit pursuant to the remedies provided in the mortgage, or upon foreclosure thereof, shall be exempt from any "right of first refusal".

22. Grantors hereby reserve for a period of two years following the date of the filing of this instrument of record in El Paso County, Texas, the exclusive use of Conference Rooms 1, 2 and 3 as shown on Exhibit "A-1" attached hereto.

23. Notwithstanding any other provision herein contained to the contrary, in the event any two contiguous apartment spaces having the same dividing wall are owned by the same owner or owners, said owner or owners may, without approval of the Board of Administration or the Council of Co-Owners, create an opening in said common wall so that said apartment spaces may be used as one and may close the door opening of one such space into the common hallway, provided in so doing each of the following conditions is complied with, to-wit:

- (a) In creating an opening in the common dividing wall

no structural damage is caused to the common elements of the building in which said apartments are situated.

(b) At such time as said apartment spaces so used as one are owned by two separate owners, said owners shall restore said common wall and close said opening and shall further replace any outside door opening previously closed, all of which shall be done in a good and workmanlike manner.

(c) All labor and materials used or necessary to cause said two apartment spaces to be used as one and to restore said two apartment spaces to be used separately shall be at the sole cost and expense of the owner or owners of said spaces.

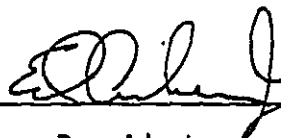
24. All notices, communications, and remittances to the Board of Administration shall be sent to it at its mailing address which may be established from time to time and of which the owners in this project shall be notified.

25. In the event any of the declarations or provisions hereof shall be finally held invalid or unenforceable by any court of competent jurisdiction, the same shall not affect the validity or enforceability of any of the other declarations and provisions hereof. If any declaration or provisions herein contained shall be susceptible of two or more interpretations, the interpretation which shall most nearly be in accord with the purposes and intents hereof shall govern.

26. In the event of the omission herefrom of any declaration, stipulation or provision which shall be vital or necessary or expedient for the accomplishment of the purposes and intent of this Declaration, this Declaration shall not thereby fail, in whole or in part, but any and all omitted matter shall be supplied herein by inference and/or by reference to the provisions of the Texas Condominium Act under which this condominium regime is established, and such provisions of such Act are hereby made part hereof by reference thereto.

DATED AND EXECUTED by the undersigned Grantors this the 15th
day of August, 1978.

SWEETWATER ENTERPRISES, INC.

By: 
Its President

REAL INVESTMENTS, INC.

By: 
Its Secretary-Treasurer

GRANTORS

THE STATE OF TEXAS X
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Ed Aiken, Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SWEETWATER ENTERPRISES, INC., a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of August, 1978.

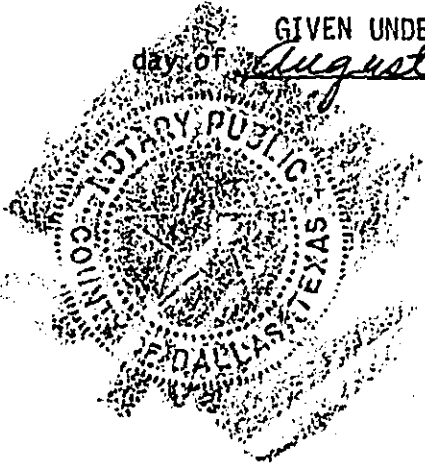


Barlene Gabel
Notary Public in and for
DALLAS
County, Texas

THE STATE OF TEXAS X
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, in and for said County, Texas, in this day personally appeared Patti K. Young, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said REAL INVESTMENTS, INC., a corporation and that she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of August, 1978.



Barlene Gabel
Notary Public in and for
Dallas County, Texas

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DESCRIPTION OF A PARCEL OF LAND

Being a tract or parcel of land situated in the City of El Paso, El Paso County, Texas, and being a portion of A. F. Miller Survey No. 215 in the City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows to wit:

From a point, said point being the concrete monument marking the location of the northwest corner of the A. F. Miller Survey No. 215; Thence South 0° 00' 00" a distance of 1036.64 feet; Thence East a distance of 486.52 feet to the POINT OF BEGINNING;

Thence 43.11 feet along the northerly right-of-way line of Pebble Beach Drive and along the arc of a curve to the right whose interior angle is 6° 20' 50", whose radius is 389.18 feet, and whose chord bears North 77° 57' 25" West a distance of 43.09 feet;

Thence 318.13 feet along aforesaid right-of-way line and along the arc of a curve to the left whose interior angle is 15° 13' 00", whose radius is 1197.87 feet, and whose chord bears North 82° 23' 30" West a distance of 317.20 feet;

Thence West a distance of 10.31 feet to the point of intersection of the northerly right-of-way line of Pebble Beach Drive with the easterly right-of-way line of Shadow Mountain Drive;

Thence North 0° 01' 10" East along said easterly right-of-way line a distance of 331.26 feet;

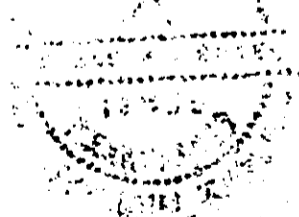
Thence South 89° 58' 50" East a distance of 366.75 feet;

Thence South a distance of 382.13' to the point of beginning, and containing in all 127,834.33 square feet and 2.93467 acres more or less.

SURVEYOR'S DECLARATION

I hereby declare that this true and accurate survey made on the ground under my supervision on July 6, 1978, correctly shows the relation of the buildings and other structures to the property lines of land indicated hereon, and that there are no encroachments or overlaps onto adjoining property of property covered by this survey, or of adjoining buildings or structures on said land, except as shown, noted or described on the survey. This survey is subject to any easements not visible on the ground.

George H. Mengel
George H. Mengel, P.E. 16955



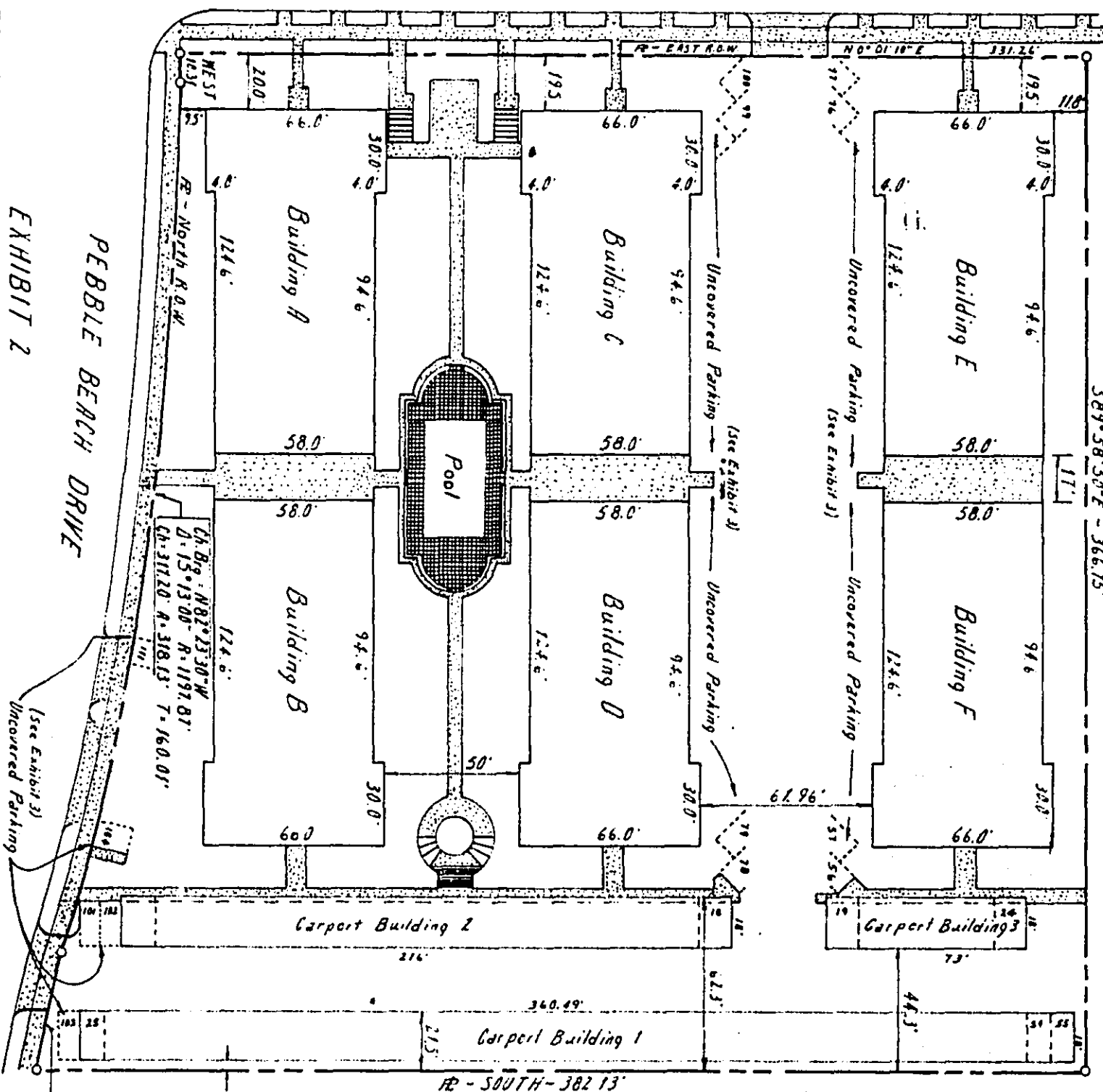
THUNDERBIRD APARTMENTS

SUBDIVISION PLAN
A Portion of A.F. Miller Survey No. 215
CITY OF EL PASO, EL PASO COUNTY, TEXAS

by
MENGEL ENGINEERING, INC.
2629 East Yandell
El Paso, Texas
July, 1978
No Scale

EXHIBIT 1

SHADOW MOUNTAIN DRIVE



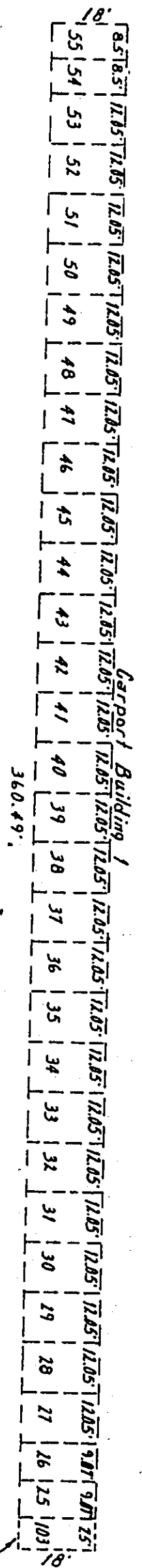
PEBBLE BEACH DRIVE
EXHIBIT 2

Building Areas	Unit Areas
Building A 22,232.4 Sq. Ft.	12,044.0 Sq. Ft.
Building B 14,821.6 Sq. Ft.	12,044.0 Sq. Ft.
Building C 14,821.6 Sq. Ft.	12,044.0 Sq. Ft.
Building D 14,821.6 Sq. Ft.	12,044.0 Sq. Ft.
Building E 14,821.6 Sq. Ft.	12,060.8 Sq. Ft.
Building F 14,821.6 Sq. Ft.	12,044.0 Sq. Ft.

Ch. B'g. - NT 1° 57' 25" W
 Ch. - 43.09 T - 21.58°
 R - 389.18 A - 43.11°
 D - 6° 20' 50"

THUNDERBIRD APARTMENTS
 SUBDIVISION PLAN
 A Portion of R.F. Miller Survey No. 215
 CITY OF EL PASO, COUNTY OF EL PASO, TEXAS
 by
 MENGEL ENGINEERING, INC.
 2629 East Jandeli
 El Paso, Texas
 June, 1978
 Scale: 1" = 50'

926 0601



926 (602

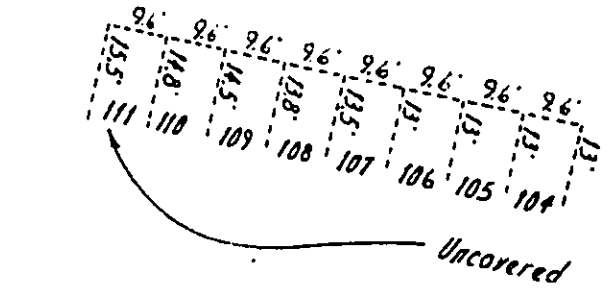
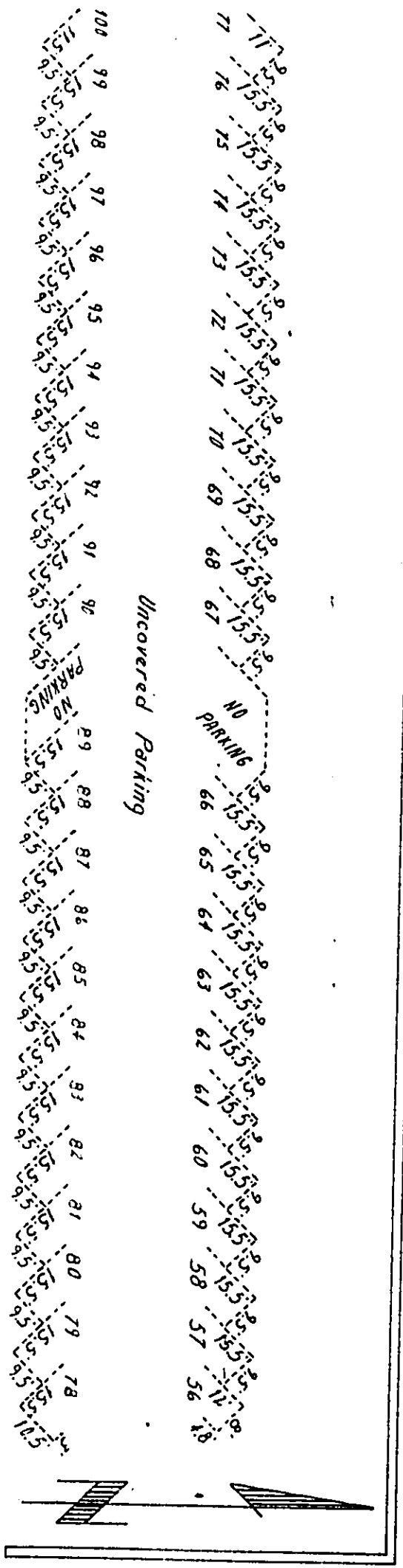
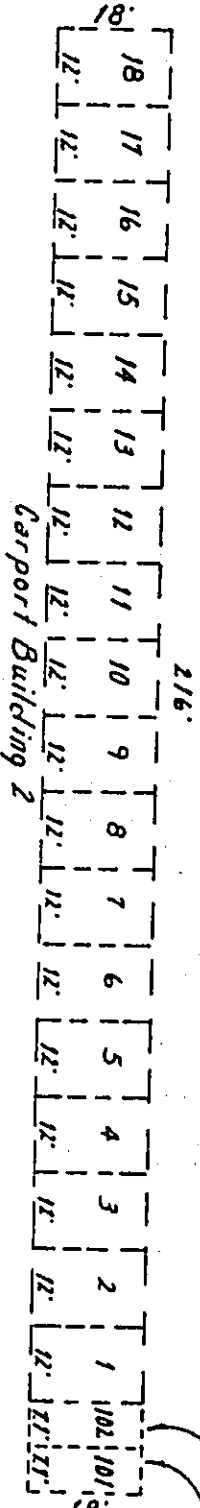
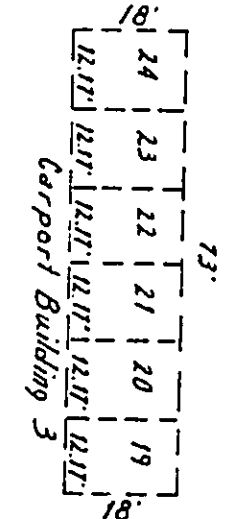


EXHIBIT 3

THUNDERBIRD APARTMENTS

SUBDIVISION PLAN

A Portion of A.F. Miller Survey No. 215
CITY OF EL PASO, EL PASO COUNTY, TEXAS

by
MENGEL ENGINEERING, INC.

2629 East Yandell
El Paso, Texas
June, 1978
Scale: 1" = 30'

315'x700' #1	26.25 s.f.	315'x600' #2	22.50 s.f.
525'x700' #2	36.75 s.f.	315'x515' #3	21.56 s.f.
200'x600' #3	12.00 s.f.	315'x515' #4	21.56 s.f.
200'x600' #4	12.00 s.f.	315'x515' #5	21.56 s.f.
200'x600' #5	12.00 s.f.	315'x515' #6	21.56 s.f.
600'x125' #6	43.50 s.f.	315'x515' #7	21.56 s.f.
315'x100' #7	22.50 s.f.	315'x515' #8	21.56 s.f.
315'x125' #8	21.56 s.f.	315'x515' #9	21.56 s.f.
315'x125' #9	21.56 s.f.	315'x515' #10	21.56 s.f.
315'x125' #10	21.56 s.f.	315'x515' #11	21.56 s.f.
315'x125' #11	21.56 s.f.	315'x515' #12	21.56 s.f.
315'x125' #12	21.56 s.f.	315'x515' #13	21.56 s.f.
315'x125' #13	21.56 s.f.	315'x515' #14	21.56 s.f.
315'x125' #14	21.56 s.f.	315'x515' #15	21.56 s.f.
315'x125' #15	21.56 s.f.	315'x515' #16	21.56 s.f.
315'x125' #16	21.56 s.f.	315'x515' #17	21.56 s.f.
315'x125' #17	21.56 s.f.	315'x515' #18	21.56 s.f.
315'x125' #18	21.56 s.f.	315'x515' #19	21.56 s.f.
315'x125' #19	21.56 s.f.	315'x515' #20	21.56 s.f.
315'x125' #20	21.56 s.f.	315'x515' #21	21.56 s.f.
315'x125' #21	21.56 s.f.	315'x515' #22	21.56 s.f.
315'x125' #22	21.56 s.f.	315'x515' #23	21.56 s.f.
315'x125' #23	21.56 s.f.	315'x515' #24	21.56 s.f.
315'x125' #24	21.56 s.f.	315'x515' #25	21.56 s.f.
315'x125' #25	21.56 s.f.	315'x515' #26	21.56 s.f.
315'x125' #26	21.56 s.f.	315'x515' #27	21.56 s.f.
315'x125' #27	21.56 s.f.	315'x515' #28	21.56 s.f.
315'x125' #28	21.56 s.f.	315'x515' #29	21.56 s.f.
315'x125' #29	21.56 s.f.	315'x515' #30	21.56 s.f.
315'x125' #30	21.56 s.f.	315'x515' #31	21.56 s.f.
315'x125' #31	21.56 s.f.	315'x515' #32	21.56 s.f.
315'x125' #32	21.56 s.f.	315'x515' #33	21.56 s.f.
315'x125' #33	21.56 s.f.	315'x515' #34	21.56 s.f.
315'x125' #34	21.56 s.f.	315'x515' #35	21.56 s.f.
315'x125' #35	21.56 s.f.	315'x515' #36	21.56 s.f.
315'x125' #36	21.56 s.f.	315'x515' #37	21.56 s.f.
315'x125' #37	21.56 s.f.	315'x515' #38	21.56 s.f.
315'x125' #38	21.56 s.f.	315'x515' #39	21.56 s.f.
315'x125' #39	21.56 s.f.	315'x515' #40	21.56 s.f.
315'x125' #40	21.56 s.f.	315'x515' #41	21.56 s.f.
315'x125' #41	21.56 s.f.	315'x515' #42	21.56 s.f.
315'x125' #42	21.56 s.f.	315'x515' #43	21.56 s.f.
315'x125' #43	21.56 s.f.	315'x515' #44	21.56 s.f.
315'x125' #44	21.56 s.f.	315'x515' #45	21.56 s.f.
315'x125' #45	21.56 s.f.	315'x515' #46	21.56 s.f.
315'x125' #46	21.56 s.f.	315'x515' #47	21.56 s.f.
315'x125' #47	21.56 s.f.	315'x515' #48	21.56 s.f.
315'x125' #48	21.56 s.f.	315'x515' #49	21.56 s.f.
315'x125' #49	21.56 s.f.	315'x515' #50	21.56 s.f.
315'x125' #50	21.56 s.f.	315'x515' #51	21.56 s.f.
315'x125' #51	21.56 s.f.	315'x515' #52	21.56 s.f.
315'x125' #52	21.56 s.f.	315'x515' #53	21.56 s.f.
315'x125' #53	21.56 s.f.	315'x515' #54	21.56 s.f.
315'x125' #54	21.56 s.f.	315'x515' #55	21.56 s.f.
315'x125' #55	21.56 s.f.	315'x515' #56	21.56 s.f.
315'x125' #56	21.56 s.f.	315'x515' #57	21.56 s.f.
315'x125' #57	21.56 s.f.	315'x515' #58	21.56 s.f.
315'x125' #58	21.56 s.f.	315'x515' #59	21.56 s.f.
315'x125' #59	21.56 s.f.	315'x515' #60	21.56 s.f.
315'x125' #60	21.56 s.f.	315'x515' #61	21.56 s.f.
315'x125' #61	21.56 s.f.	315'x515' #62	21.56 s.f.
315'x125' #62	21.56 s.f.	315'x515' #63	21.56 s.f.
315'x125' #63	21.56 s.f.	315'x515' #64	21.56 s.f.
315'x125' #64	21.56 s.f.	315'x515' #65	21.56 s.f.
315'x125' #65	21.56 s.f.	315'x515' #66	21.56 s.f.
315'x125' #66	21.56 s.f.	315'x515' #67	21.56 s.f.
315'x125' #67	21.56 s.f.	315'x515' #68	21.56 s.f.
315'x125' #68	21.56 s.f.	315'x515' #69	21.56 s.f.
315'x125' #69	21.56 s.f.	315'x515' #70	21.56 s.f.
315'x125' #70	21.56 s.f.	315'x515' #71	21.56 s.f.
315'x125' #71	21.56 s.f.	315'x515' #72	21.56 s.f.
315'x125' #72	21.56 s.f.	315'x515' #73	21.56 s.f.
315'x125' #73	21.56 s.f.	315'x515' #74	21.56 s.f.
315'x125' #74	21.56 s.f.	315'x515' #75	21.56 s.f.
315'x125' #75	21.56 s.f.	315'x515' #76	21.56 s.f.
315'x125' #76	21.56 s.f.	315'x515' #77	21.56 s.f.
315'x125' #77	21.56 s.f.	315'x515' #78	21.56 s.f.
315'x125' #78	21.56 s.f.	315'x515' #79	21.56 s.f.
315'x125' #79	21.56 s.f.	315'x515' #80	21.56 s.f.
315'x125' #80	21.56 s.f.	315'x515' #81	21.56 s.f.
315'x125' #81	21.56 s.f.	315'x515' #82	21.56 s.f.
315'x125' #82	21.56 s.f.	315'x515' #83	21.56 s.f.
315'x125' #83	21.56 s.f.	315'x515' #84	21.56 s.f.
315'x125' #84	21.56 s.f.	315'x515' #85	21.56 s.f.
315'x125' #85	21.56 s.f.	315'x515' #86	21.56 s.f.
315'x125' #86	21.56 s.f.	315'x515' #87	21.56 s.f.
315'x125' #87	21.56 s.f.	315'x515' #88	21.56 s.f.
315'x125' #88	21.56 s.f.	315'x515' #89	21.56 s.f.
315'x125' #89	21.56 s.f.	315'x515' #90	21.56 s.f.
315'x125' #90	21.56 s.f.	315'x515' #91	21.56 s.f.
315'x125' #91	21.56 s.f.	315'x515' #92	21.56 s.f.
315'x125' #92	21.56 s.f.	315'x515' #93	21.56 s.f.
315'x125' #93	21.56 s.f.	315'x515' #94	21.56 s.f.
315'x125' #94	21.56 s.f.	315'x515' #95	21.56 s.f.
315'x125' #95	21.56 s.f.	315'x515' #96	21.56 s.f.
315'x125' #96	21.56 s.f.	315'x515' #97	21.56 s.f.
315'x125' #97	21.56 s.f.	315'x515' #98	21.56 s.f.
315'x125' #98	21.56 s.f.	315'x515' #99	21.56 s.f.
315'x125' #99	21.56 s.f.	315'x515' #100	21.56 s.f.

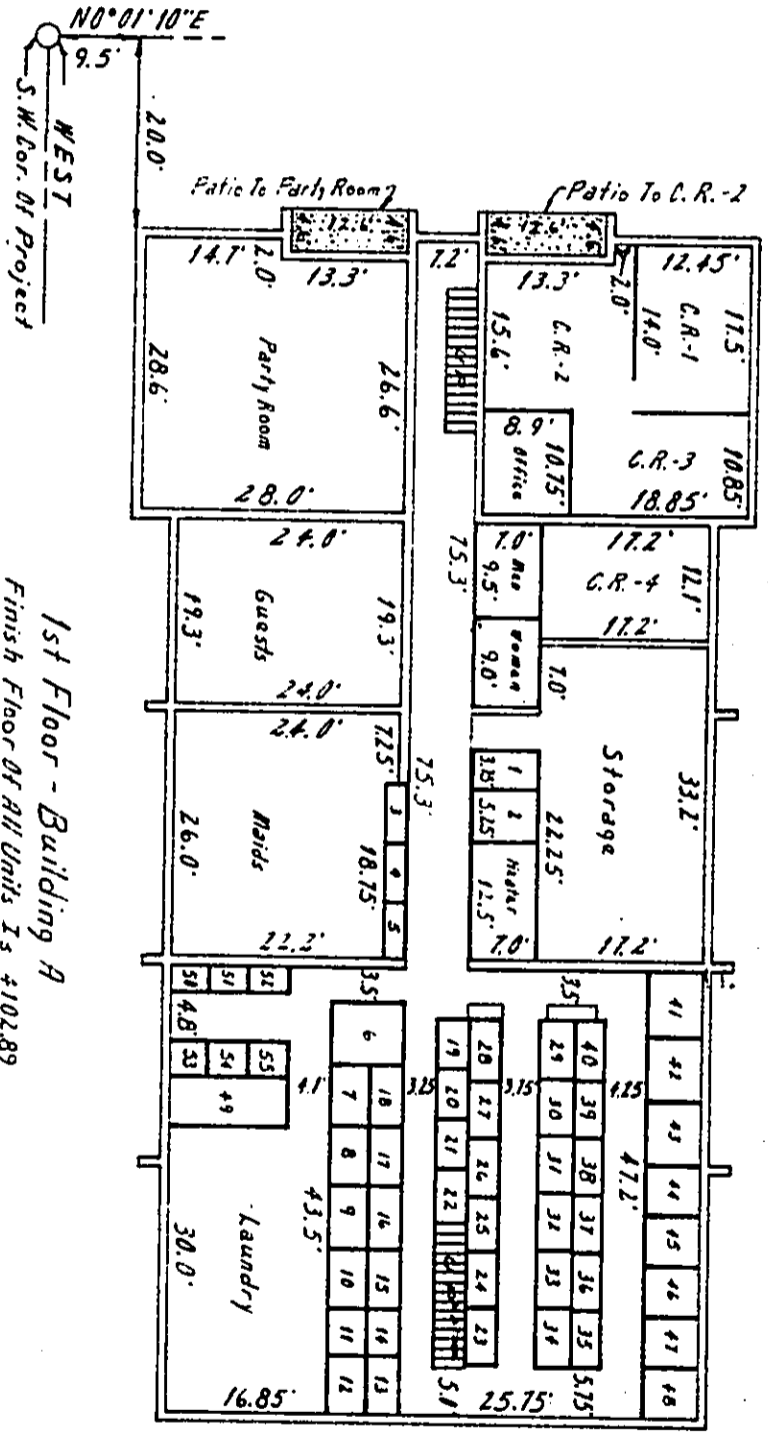
- Conference Room-1: 217.88 s.f.
- Conference Room-2: 211.40 s.f.
- Conference Room-3: 204.52 s.f.
- Conference Room-4: 208.12 s.f.
- Office: 95.68 s.f.
- Men's Room: 66.50 s.f.
- Women's Room: 63.00 s.f.
- Heater: 87.50 s.f.
- Laundry: 495.08 s.f.
- Party Room: 114.10 s.f.
- Guests Room: 463.20 s.f.
- Maids Room: 590.25 s.f.
- Storage: 600.67 s.f.

SURVEY PLAT

Building A, Showing The Location, Square Footage, And Dimensions Of The Apartments Hereon Designated

Dimensions Of Apartments Are To The Inside Walls.

All Areas On The Floor Outside Of The Apartments Are A Part Of The Common Elements.



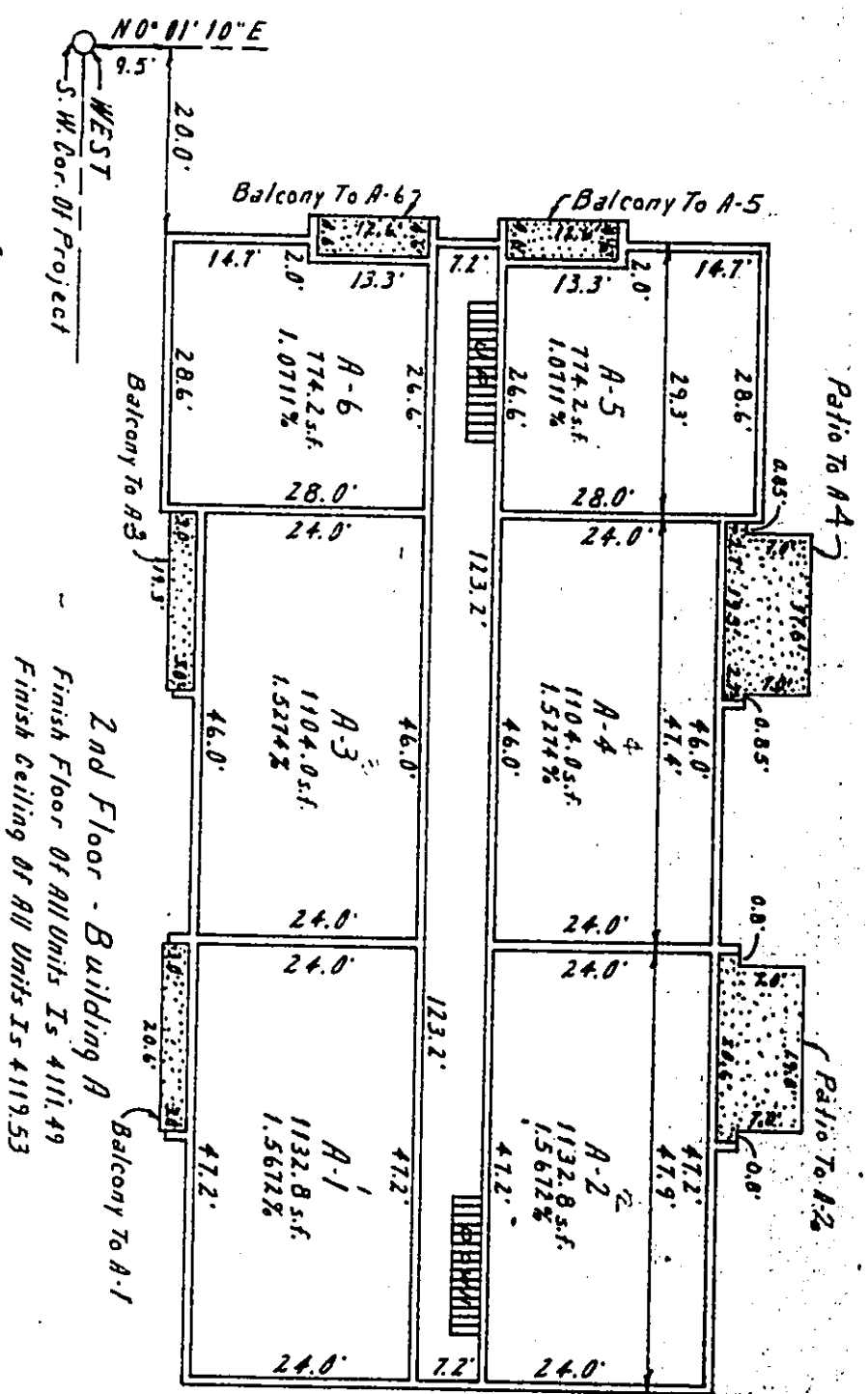
1st Floor - Building A
 Finish Floor Of All Units Is 4102.89
 Finish Ceiling Of All Units Is 4110.84

EXHIBIT A-1

THUNDERBIRD APARTMENTS
 SUBDIVISION PLAN
 A Portion Of A.F. Miller Survey No. 215
 CITY OF EL PASO, EL PASO COUNTY, TEXAS

by
MENGEL ENGINEERING, INC.
 2629 East Yandell
 El Paso, Texas
 June, 1978
 Scale: 1" = 20'

926 0604



SURVEY PLAT
 Building A, Showing The Location, Square Footage, And Dimensions Of The Apartments Hereon Designated As Apartment Numbers A-1, A-2, A-3, A-4, A-5, & A-6.
 Dimensions Of Apartments Are To The Inside Walls.
 All Areas On The Floor Outside Of The Apartments Are A Part Of The Common Elements.

EXHIBIT A-2

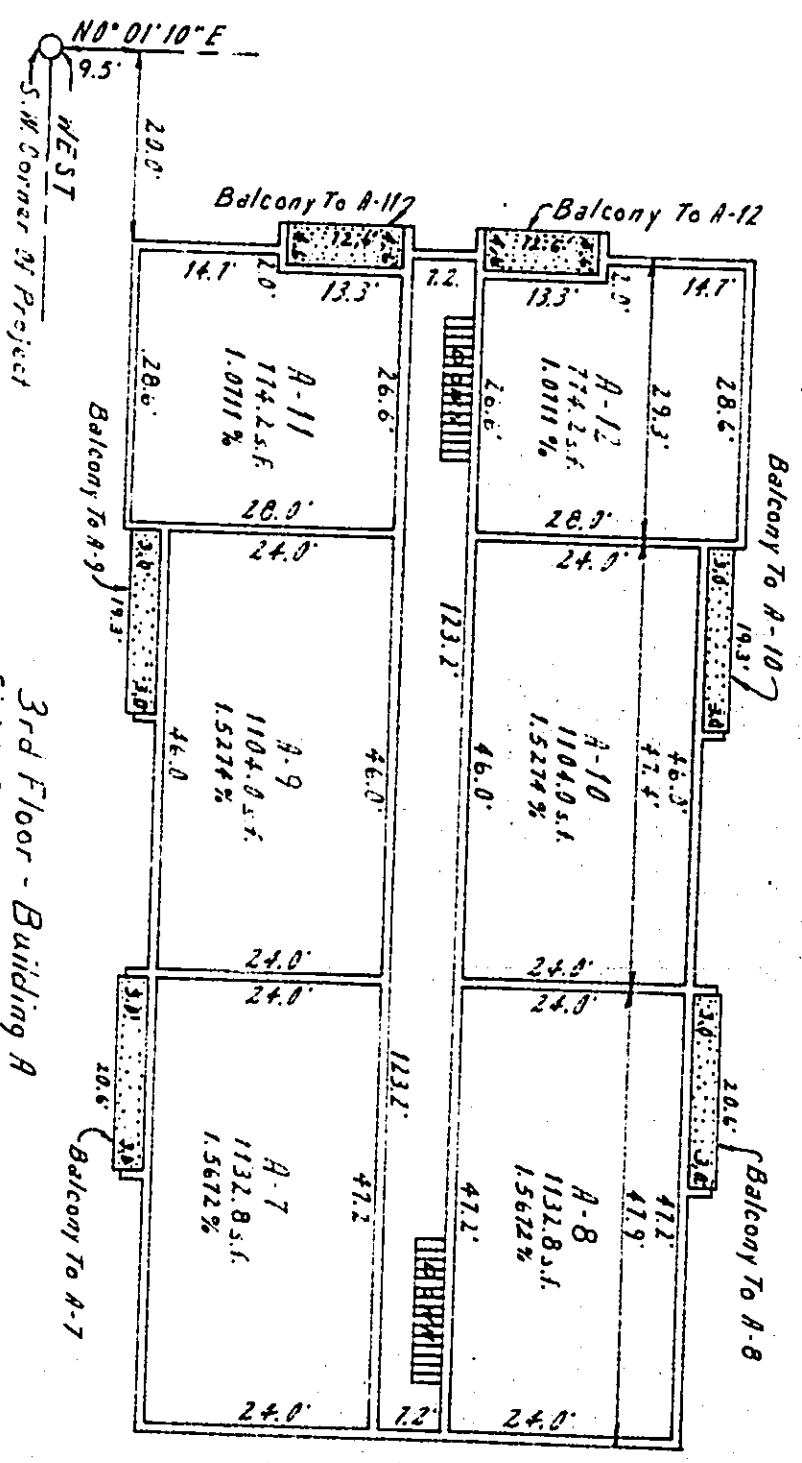
THUNDERBIRD APARTMENTS

SUBDIVISION PLAN

A Portion Of A.F. Miller Survey No. 215
 CITY OF EL PASO, EL PASO COUNTY, TEXAS

by
MENGEL ENGINEERING, INC.
 2629 East Yandell
 El Paso, Texas
 June, 1978
 Scale: 1" = 20'

926 0605



SURVEY PLAN

Building A, Showing The Location, Square Footage, and Dimensions of The Apartments Hereon Designated as Apartment Numbers A-7, A-8, A-9, A-10, A-11, A-12. Dimensions of Apartments Are To The Inside Walls. All Areas On The Floor Outside of The Apartments Are A Part of The Common Elements.

EXHIBIT A-3

THUNDERBIRD APARTMENTS
 SUBDIVISION PLAN
 A Portion of A.E. Miller Survey No. 215
 CITY OF EL PASO, EL PASO COUNTY, TEXAS.
 by
MENDEL ENGINEERING, INC.
 2629 East Yandell
 El Paso, Texas
 June, 1978
 Scale: 1" = 20'

Building B, Showing The Location, Square Footage, And Dimensions Of The Apartments Hereon Designated As Apartment Numbers B-1, B-2, B-3, B-4, & B-6. Dimensions Of Apartments Are To The Inside Walls. All Areas On The Floor Outside Of The Apartments Are A Part Of The Common Elements.

SURVEY PLAT

1st Floor - Building B
 Finish Floor of All Units Is 4111.55
 Finish Ceiling of All Units Is 4118.85

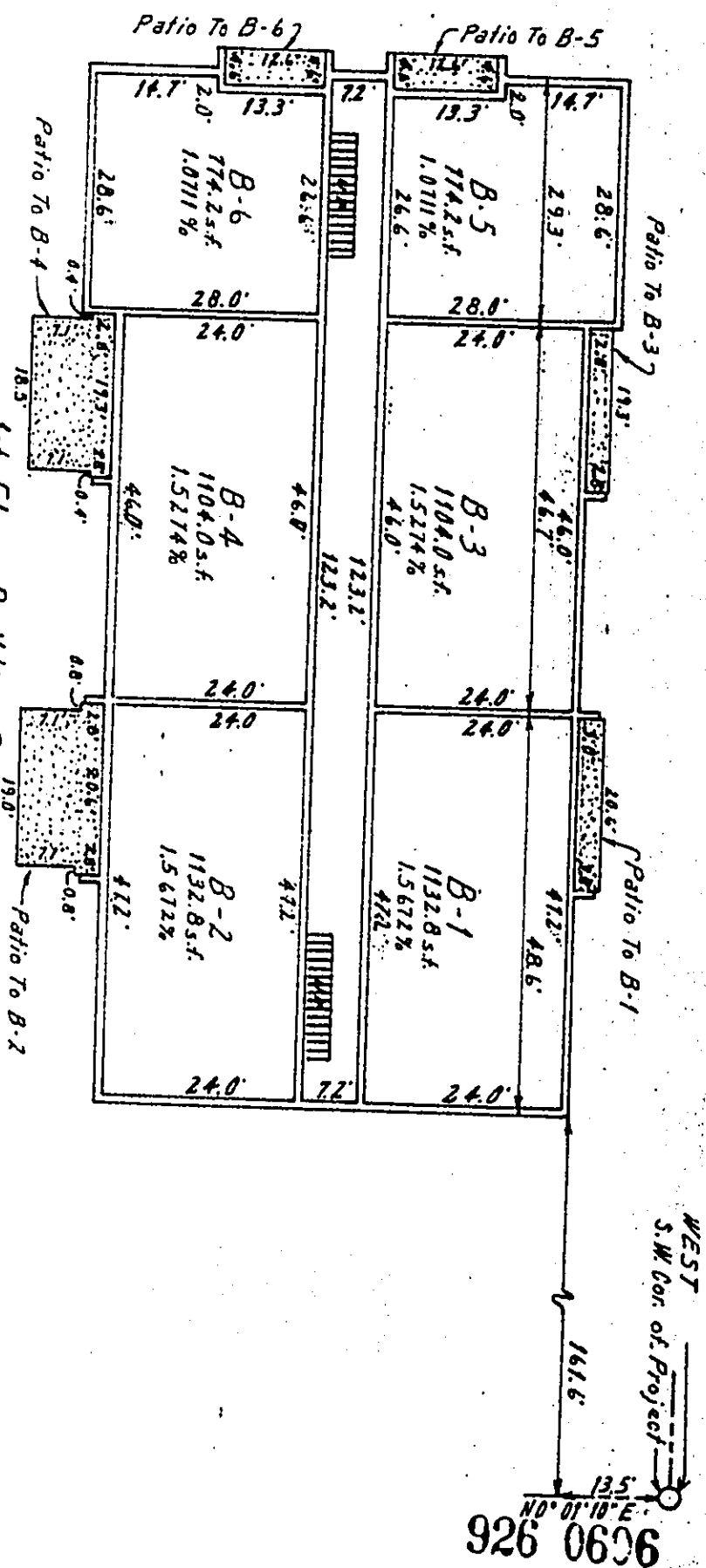
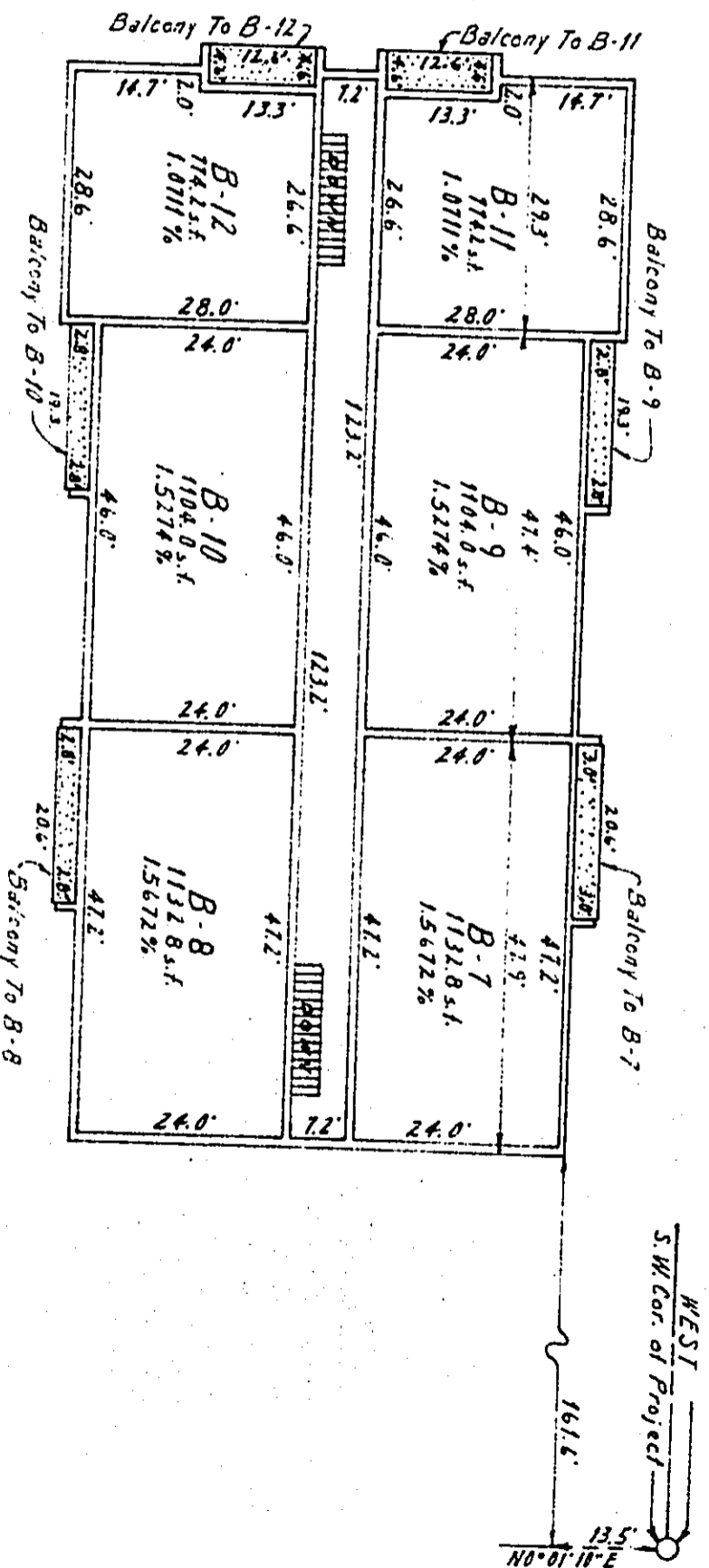


EXHIBIT B-1

THUNDERBIRD APARTMENTS

SUBDIVISION PLAN
 A Portion of A.E. Miller Survey No. 215
 CITY OF EL PASO, EL PASO COUNTY, TEXAS
 by
 MENDEL ENGINEERING, INC.
 2429 East Yandell
 El Paso, Texas
 June, 1978
 Scale: 1" = 20'

926 0637



SURVEY PLAT

Building B, Showing The Location, Square Footage, And Dimensions Of The Apartments Hereon Designated As Apartment Numbers B-7, B-8, B-9, B-10, B-11, & B-12. Dimensions of Apartments are To The Inside Walls. All Areas On The floor Outside of The Apartments are a Part of The Common Elements.

2nd Floor - Building B
 Finish Floor of All Units Is 4119.50
 Finish Ceiling of All Units Is 4127.59

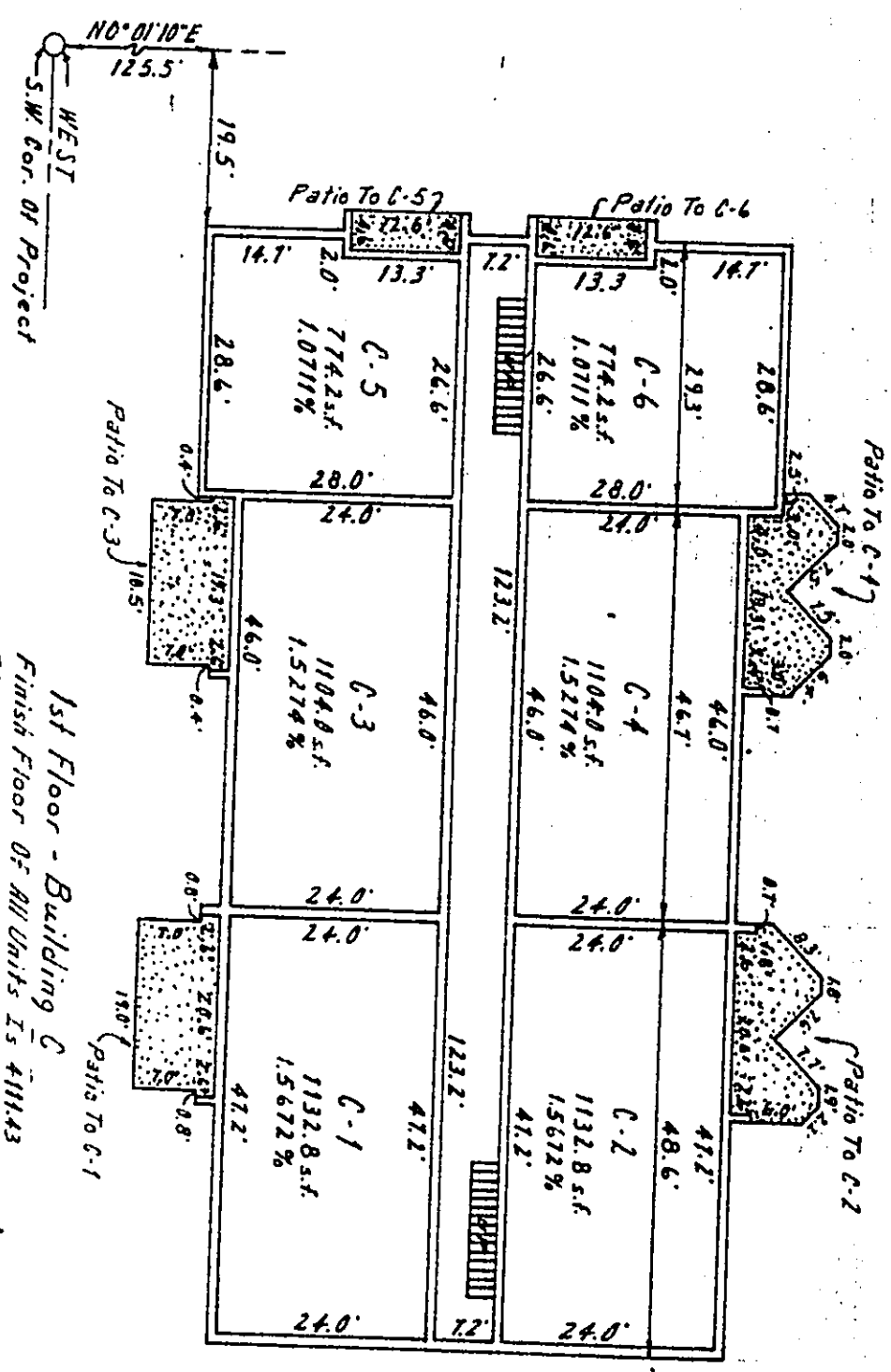
THUNDERBIRD APARTMENTS

SUBDIVISION PLAN
 A Portion of R. F. Miller Survey No. 215
 CITY OF EL PASO, EL PASO COUNTY, TEXAS

by
 MENGEL ENGINEERING, INC.
 2429 East Yandell
 El Paso, Texas
 June, 1978
 Scale: 1" = 20'

EXHIBIT B-2

926 0608



SURVEY PLAT
 Building C, Showing The Location, Square Footage,
 And Dimensions Of The Apartments Hereon Designated
 As Apartment Numbers C-1, C-2, C-3, C-4,
 C-5, C-6.
 Dimensions Of Apartments Are To The Inside Walls.
 All Areas On The Floor Outside Of The Apartments
 Are A Part Of The Common Elements.

1st Floor - Building C
 Finish Floor Of All Units Is 4111.43
 Finish Ceiling Of All Units Is 4119.43

THUNDERBIRD APARTMENTS
 SUBDIVISION PLAN
 A Portion of A.F. Miller Survey No. 215
 CITY OF EL PASO, EL PASO COUNTY, TEXAS

by
MENGEL ENGINEERING, INC.
 2629 East Yandell
 El Paso, Texas
 June, 1978
 Scale: 1" = 20'

EXHIBIT C-1

926 0609

SURVEY PLAT

Building C, Showing The Location, Square Footage, And Dimensions Of The Apartments Hereon Designated As Apartment Numbers C-7, C-8, C-9, C-10, C-11, C-12.

Dimensions Of Apartments Are To The Inside Walls. All Areas On The Floor Outside Of The Apartments Are A Part Of The Common Elements.

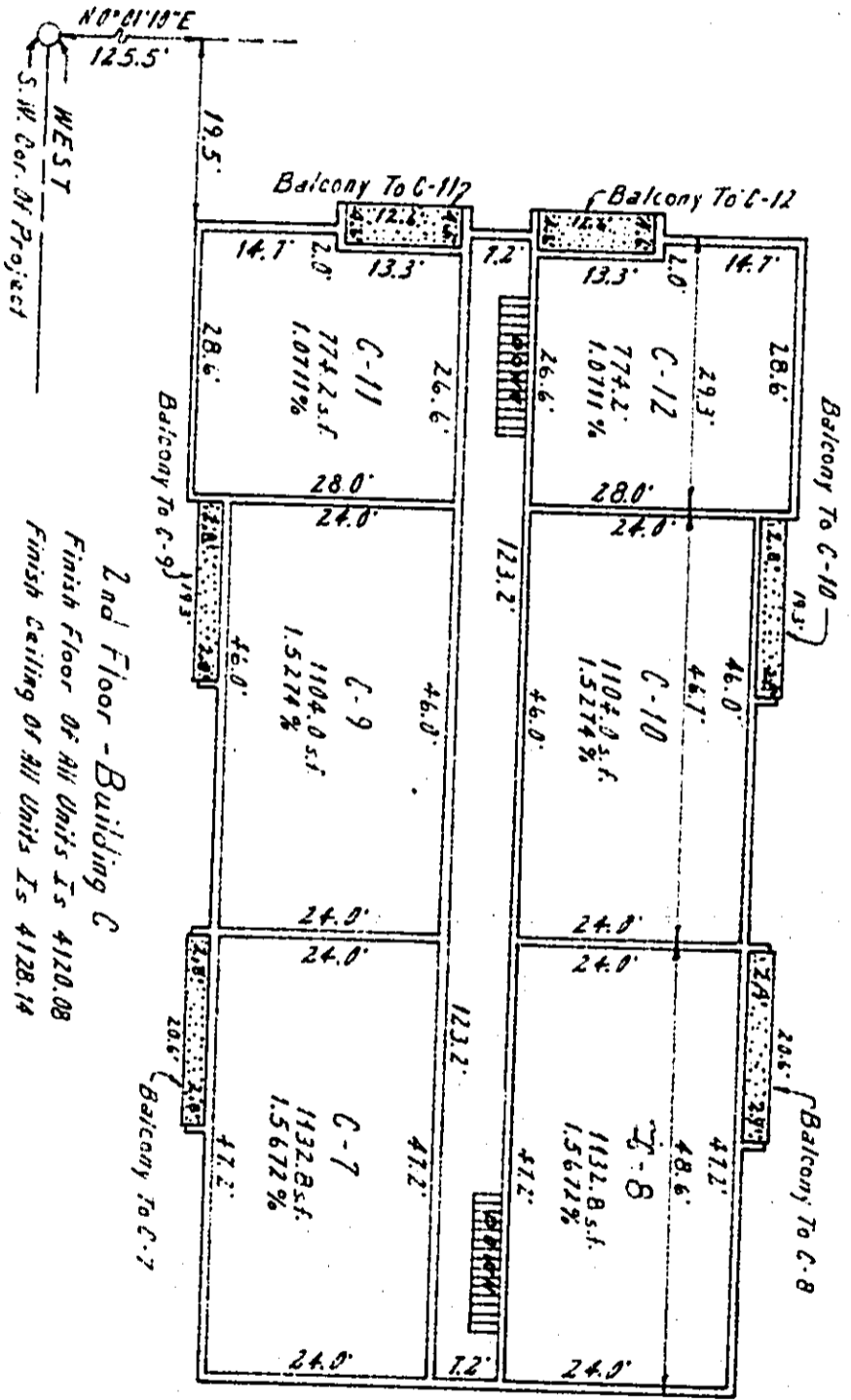


EXHIBIT C-2

THUNDERBIRD APARTMENTS

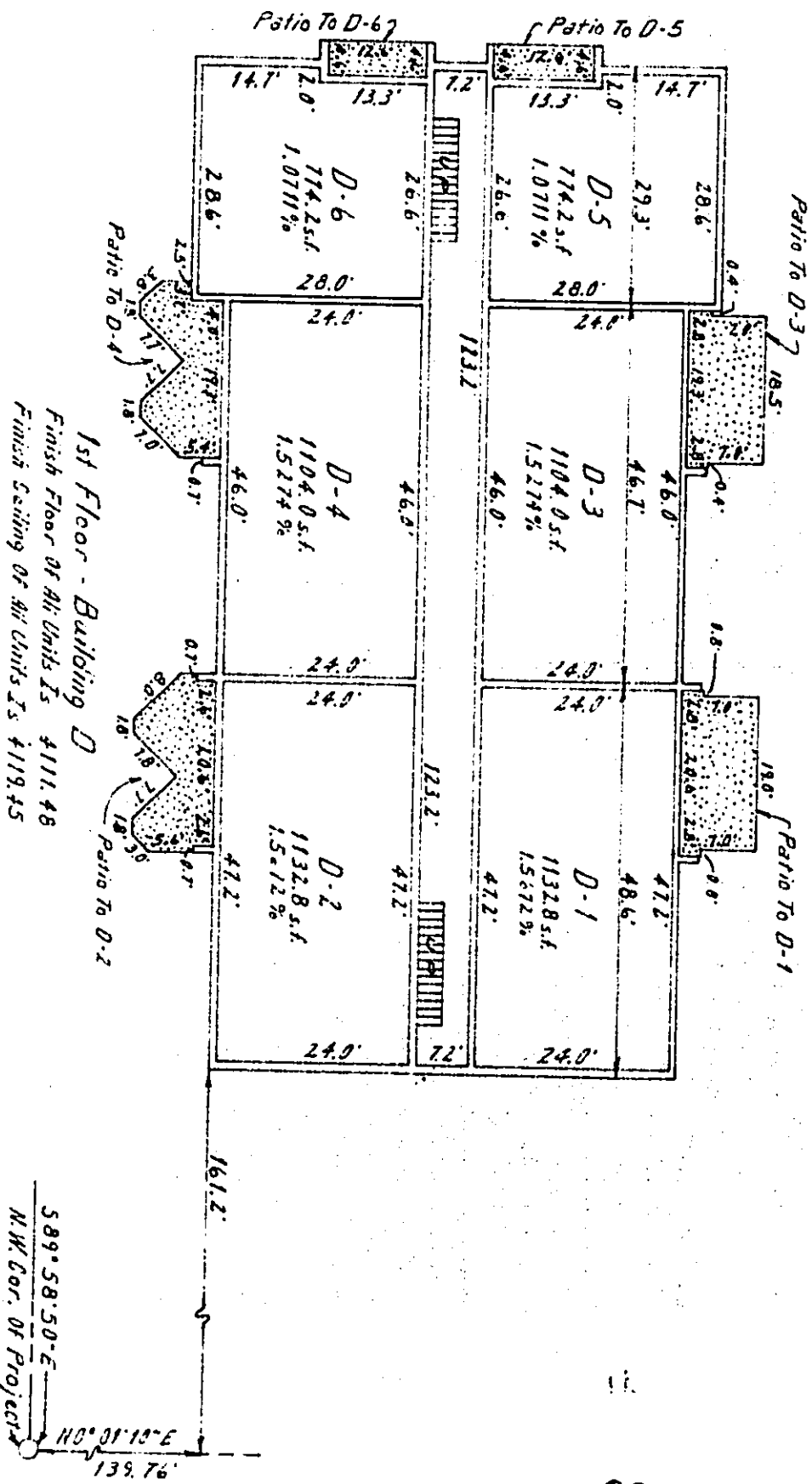
SUBDIVISION PLAN

A Portion of A.E. Miller Survey No. 215
 CITY OF EL PASO, EL PASO COUNTY, TEXAS

by
 MENGEL ENGINEERING, INC.
 2629 East Yandell
 El Paso, Texas
 June, 1978
 Scale: 1" = 20'

Building D, Showing The Location, Square Footage, and Dimensions Of The Apartments Herein Designated As Apartment Numbers D-1, D-2, D-3, D-4, & D-6. Dimensions Of Apartments Are To The Inside Walls. An Areas On The Floor Outside Of The Apartments Are A Part Of The Common Elements.

SURVEY PLAN



926 0610

EXHIBIT D-1

THUNDERBIRD APARTMENTS

SUBDIVISION PLAN

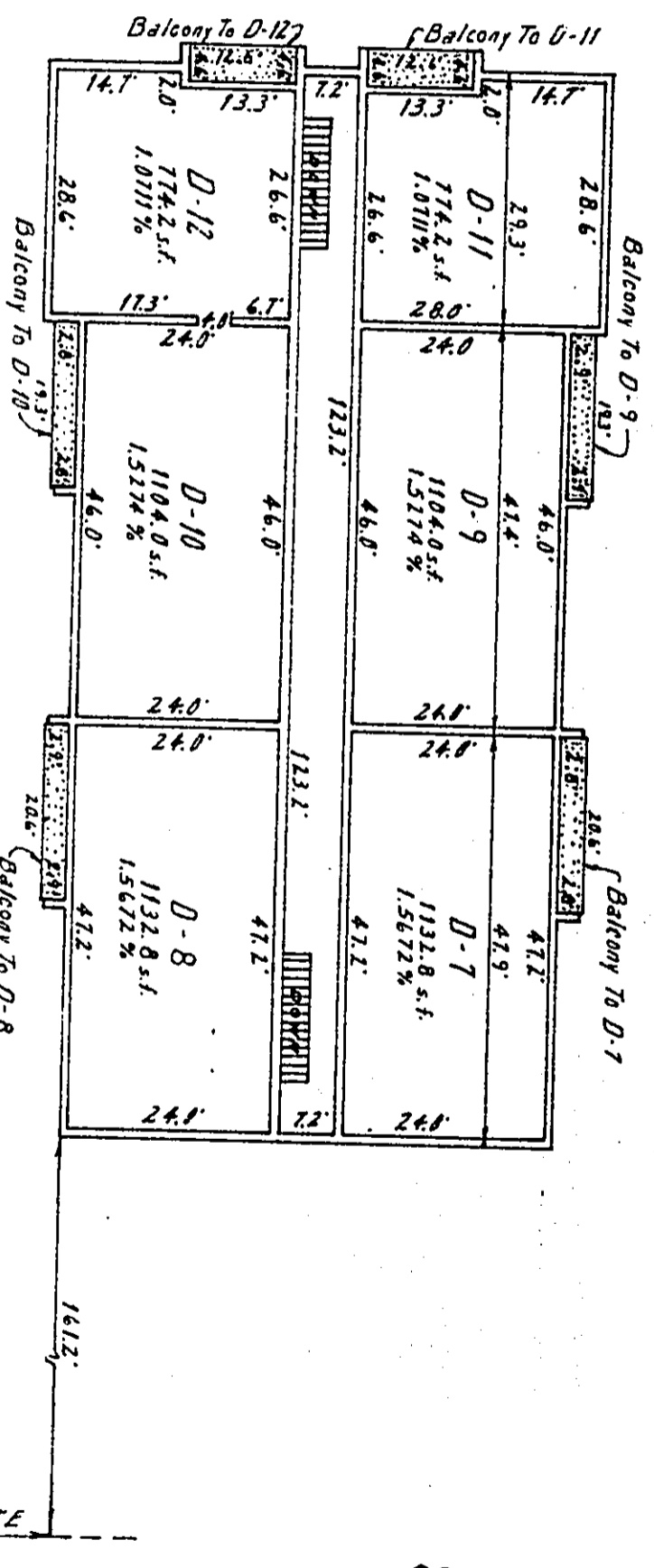
A Portion of A.F. Miller Survey No. 215
 CITY OF EL PASO, EL PASO COUNTY, TEXAS

by
MENGEL ENGINEERING, INC.
 2629 East Yandell
 El Paso, Texas
 June, 1978
 Scale: 1" = 20'

S89°58'50"E
 N.W. Cor. Of Project

Building D, Showing The Location, Square Footage, And Dimensions Of The Apartments Hereon Designated As Apartment Numbers D-7, D-8, D-9, D-10, D-11, & D-12. Dimensions Of Apartments Are To The Inside Walls.

SURVEY PLAT



• 2nd Floor - Building D
 Finish Floor of All Units Is 4120.10
 Finish Floor of All Units Is 4128.16

926 0611

THUNDERBIRD APARTMENTS

SUBDIVISION PLAN

A Portion of J.F. Miller Survey No. 215
 CITY OF EL PASO, EL PASO COUNTY, TEXAS

by
 MENSEL ENGINEERING, INC.

2629 East Yandell
 El Paso, Texas
 June, 1978
 Scale: 1" = 20'

EXHIBIT D-2

Building E, Showing The Location, Square Footage, And Dimensions Of The Apartments Hereon Designated As Apartment Numbers E-1, E-2, E-3, E-4.

Dimensions Of Apartments Are To The Inside Walls.

All Areas On The Floor Outside Of The Apartments Are A Part Of The Common Elements.

SURVEY PLAT

1st Floor - Building E

*Finish Floor Of All Units Is 4111.37
Finish Ceiling Of All Units Is 4119.38*

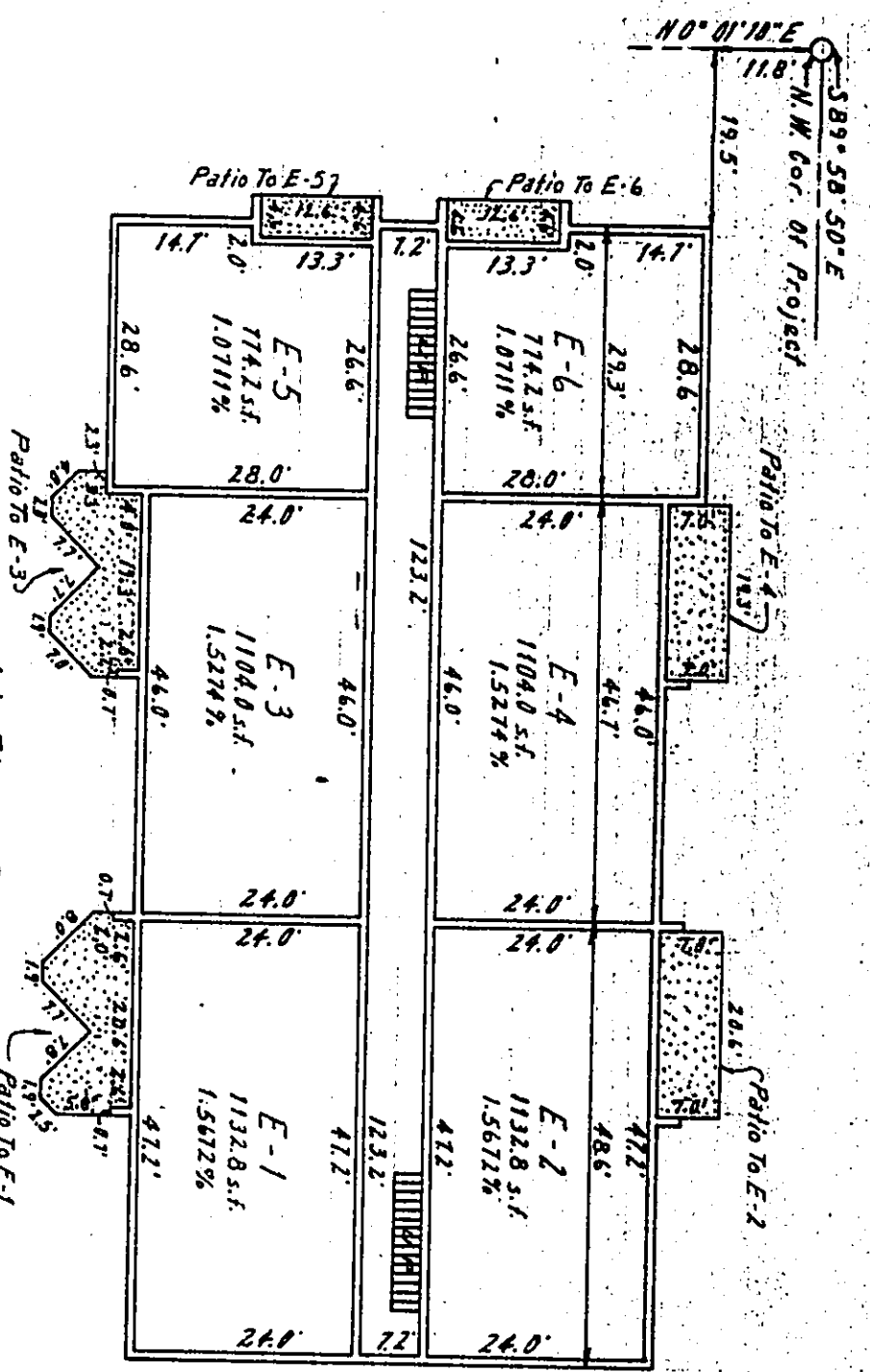
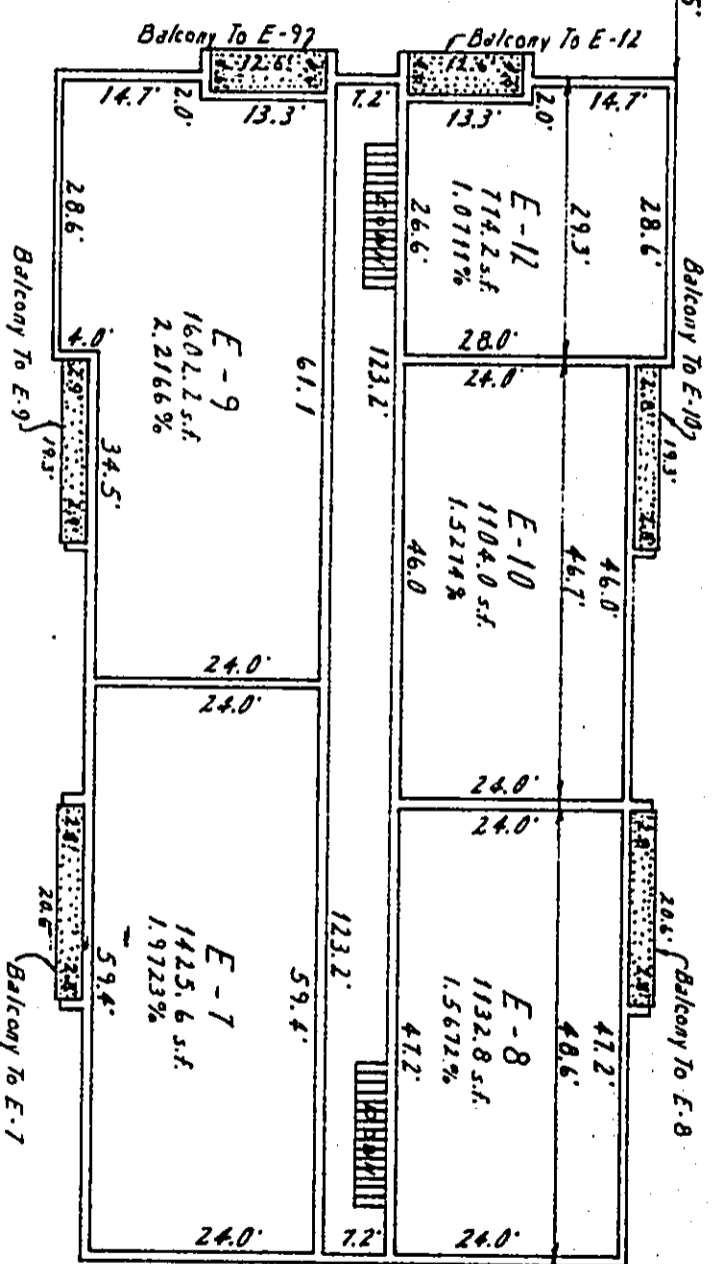


EXHIBIT E-1

THUNDERBIRD APARTMENTS
 SUBDIVISION PLAN
 A Portion of A.F. Miller Survey No. 215
 CITY OF EL PASO, EL PASO COUNTY, TEXAS

by
 MENGEL ENGINEERING, INC.
 2629 East Yandell
 El Paso, Texas
 June, 1978
 Scale: 1" = 20'

S 89° 58' 50" E
 N.W. Cor. Of Project
 11.8'
 19.5'



SURVEY PLAT

Building E, Showing The Location, Square Footage, And Dimensions Of The Apartments Hereon Designated As Apartment Numbers E-7, E-8, E-9, E-10.
 Dimensions Of Apartments Are To The Inside Walls.
 All Areas On The Floor Outside Of The Apartments Are A Part Of The Common Elements.

2nd Floor - Building E
 Finish Floor Of All Units Is 4120.03
 Finish Ceiling Of All Units Is 4128.08

EXHIBIT E-2

THUNDERBIRD APARTMENTS
 SUBDIVISION PLAN
 A Portion Of A.F. Miller Survey No. 215
 CITY OF EL PASO, EL PASO COUNTY, TEXAS
 by
 MENGEL ENGINEERING, INC.
 2629 East Yandell
 El Paso, Texas
 June, 1978
 Scale: 1" = 20'

Building F, Showing The Location, Square Footage, And Dimensions Of The Apartments Hereon Designated As Apartment Numbers F-1, F-2, F-3, F-4. Dimensions Of Apartments Are To The Inside Walls. All Areas On The Floor Outside Of The Apartments Are A Part Of The Common Elements.

SURVEY PLAN

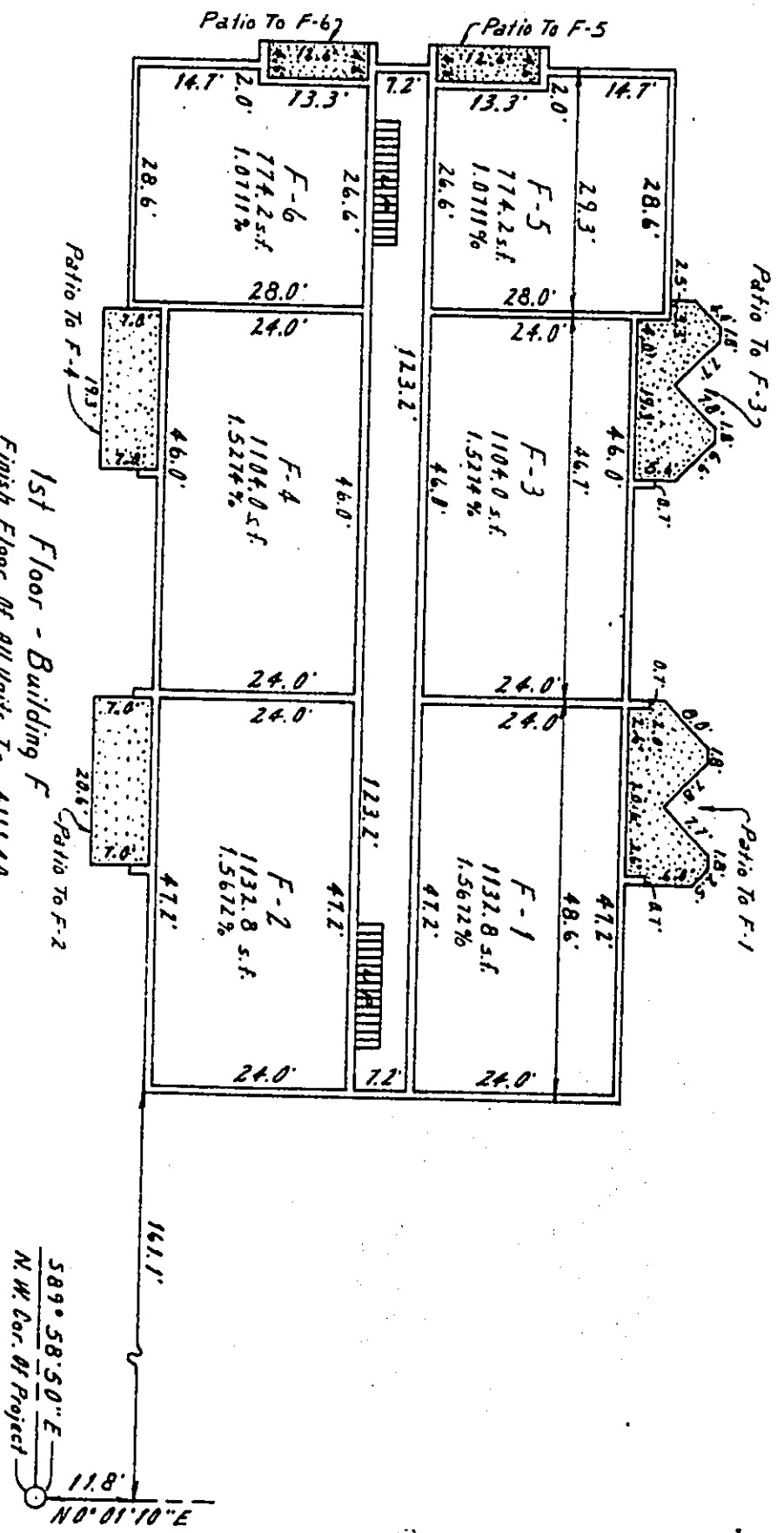


EXHIBIT F-1

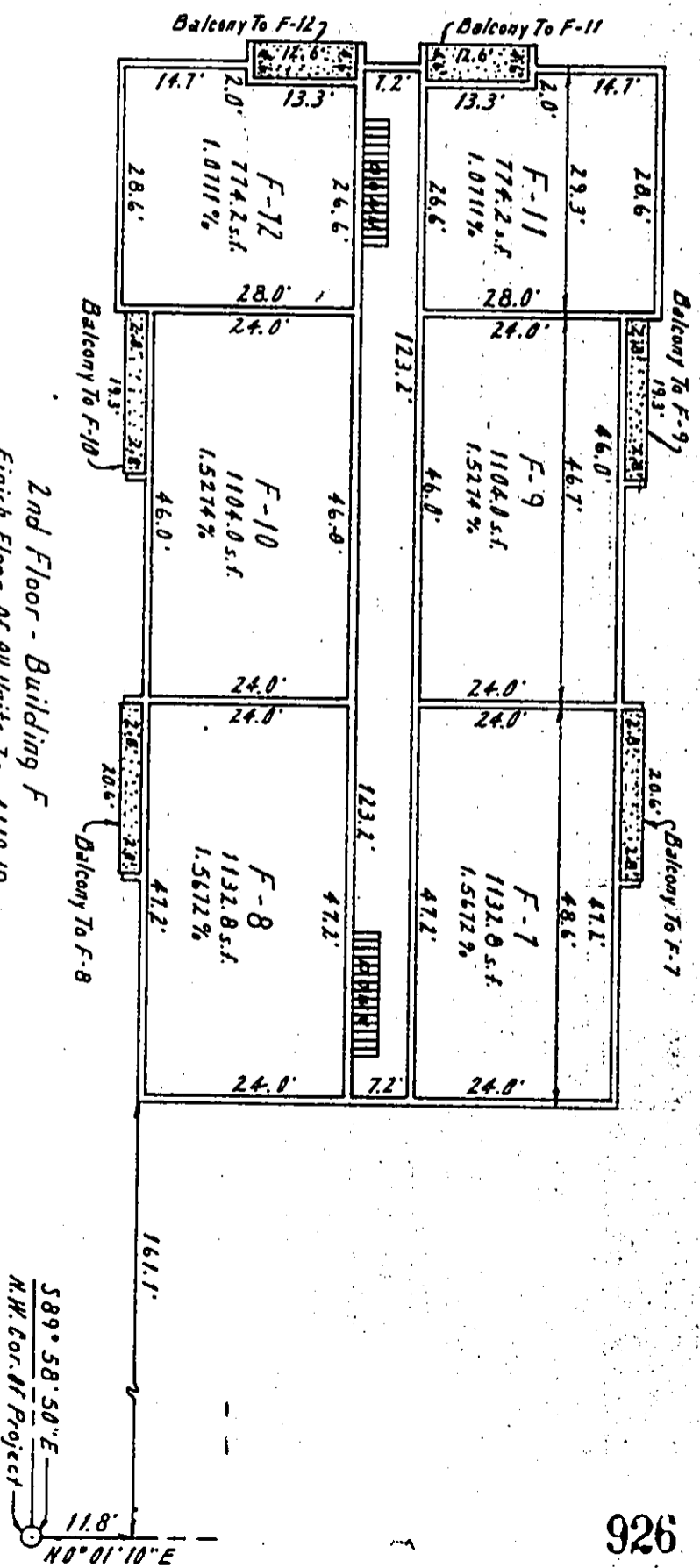
THUNDERBIRD APARTMENTS

SUBDIVISION PLAN

A Portion of A.F. Miller Survey No. 215
 CITY OF EL PASO, EL PASO COUNTY, TEXAS

by
 MENGEL ENGINEERING, INC.

2629 East Yandell
 El Paso, Texas
 June, 1978
 Scale: 1" = 20'



SURVEY PLAN

Building F, Showing The Location, Square Footage, And Dimensions Of The Apartments Hereon Designated As Apartment Numbers F-7, F-8, F-9, F-10, & F-12. Dimensions Of Apartments Are To The Inside Walls. All Areas On The Floor Outside Of The Apartments Are A Part Of The Common Elements.

2nd Floor - Building F
 Finish Floor Of All Units Is 4119.69
 Finish Ceiling Of All Units Is 4127.83

EXHIBIT F-2

THUNDERBIRD APARTMENTS
 SUBDIVISION PLAN
 A Portion Of A.F. Miller Survey No. 215
 CITY OF EL PASO, EL PASO COUNTY, TEXAS
 by
MENGEL ENGINEERING, INC.
 2629 East Yandell
 El Paso, Texas
 June, 1978
 Scale: 1" = 20'

S89° 58' 50" E
 N.W. Cor. of Project
 11.8'

BY-LAWS OF
"THUNDERBIRD APARTMENTS CONDOMINIUM"
A CONDOMINIUM APARTMENT PROJECT

THE STATE OF TEXAS X
COUNTY OF EL PASO X KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, SWEETWATER ENTERPRISES, INC. and REAL INVESTMENTS, INC. are the sole owners in fee simple of the condominium apartment known by the name of "Thunderbird Apartments Condominium", hereinafter sometimes referred to as the condominium project or the project, which project is particularly described in the Enabling Declaration to which these By-Laws are attached as an exhibit, and consists of the following described land, together with all buildings, structures and improvements thereon, to-wit:

Being a tract or parcel of land situated in the City of El Paso, El Paso County, Texas, and being a portion of A. F. Miller Survey No. 215 in the City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows, to-wit:

From a point, said point being the concrete monument marking the location of the northwest corner of the A. F. Miller Survey No. 215; Thence South 0 degrees 00' 00" a distance of 1036.64 feet; Thence East a distance of 486.52 feet to the POINT OF BEGINNING;

Thence 43.11 feet along the northerly right-of-way line of Pebble Beach Drive and along the arc of a curve to the right whose interior angle is 6 degrees, 20' 50", whose radius is 389.18 feet, and whose chord bears North 77 degrees 57' 25" West a distance of 43.09 feet;

Thence 318.13 feet along aforesaid right-of-way line and along the arc of a curve to the left whose interior angle is 15 degrees 13' 00", whose radius is 1197.87 feet, and whose chord bears North 82 degrees 23' 30" West a distance of 317.20 feet;

Thence West a distance of 10.31 feet to the point of intersection of the northerly right-of-way line of Pebble Beach Drive with the easterly right-of-way line of Shadow Mountain Drive;

Thence North 0 degrees 01' 10" East along said easterly right-of-way line a distance of 331.26 feet;

Thence South 89 degrees 58' 50" East a distance of 366.75 feet;

Thence South a distance of 382.13' to the point of beginning, and containing in all 127,834.33 square feet and 2.93467 acres more or less,

926 0616

and,

WHEREAS, said SWEETWATER ENTERPRISES, INC. and REAL INVESTMENTS, INC., as sole owners in fee simple of said property and improvements constituting said condominium apartment project desire to hereby establish and adopt the following By-Laws for the government, administration and operation of said project and the common elements thereof:

Now, therefore, said SWEETWATER ENTERPRISES, INC. and REAL INVESTMENTS, INC., sole owners in fee simple of said condominium apartment project known as "Thunderbird Apartments Condominium", do hereby establish and adopt the following By-Laws which shall be applicable to each individual apartment in said project and all other portions and the common elements thereof, to-wit:

ARTICLE I

PLAN OF APARTMENT OWNERSHIP

1. The property above described, together with all improvements thereon, is hereby submitted to the provisions of the Texas Condominium Act.
2. The provisions of these By-Laws shall be applicable to said condominium apartment project known as "Thunderbird Apartments Condominium".
3. All present or future owners, tenants, future tenants, mortgagees, or future mortgagyes, or the employees of either of them, or any other person that might use the facilities of this condominium project in any manner, are subject to these By-Laws and to the Enabling Declaration. Any person, firm, or corporation acquiring, leasing, occupying, or renting any of the units in this condominium project accepts and ratifies these By-Laws and the Enabling Declaration, and agrees that the terms and provisions of both will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUMS, PROXIES

1. Voting shall be on a percentage basis. The percentage of the vote to which each owner is entitled is the percentage established for his undivided interest in the general common elements by the Enabling Declaration.
2. As used in these By-Laws, the term "majority of owners" shall mean those owners possessing 51% of the total votes in accordance with the percentage established for undivided ownership in the general common elements by Paragraph 13 of the Enabling Declaration.
3. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.
4. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

5. No owner shall be entitled to exercise his right to vote, in person or by proxy, for any purpose so long as any assessments due the Council of Co-Owners are in default under any term or provision of the Enabling Declaration or these By-Laws.

ARTICLE III

ADMINISTRATION

1. The owners of the apartment units will constitute the Council of Co-Owners who will have the responsibility, which may be performed and discharged through the Board of Administration, of administering the project, approving the annual budget, establishing and collecting the monthly or other periodical assessments, as well as any special or other assessments agreed upon by the Council of Co-Owners, or the Board of Administration pursuant to authority granted to it, and arranging for the management of the project by a management agent in the event the Council of Co-Owners shall elect not to manage the project themselves, which arrangement shall be under a written agreement setting forth all of the terms and conditions under which such management agent shall manage the project, including terms as to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Council of Co-Owners shall require approval and resolutions of the Council of Co-Owners shall require approval of a majority of the owners.

2. Meetings of the Council of Co-Owners shall be held at the principal office of the project or at such other suitable place convenient to the owners as may be designated by the Board of Administration.

3. The first meeting of the Council of Co-Owners shall be held on July 21, 1978. Thereafter meetings shall be held annually, with such meetings being held on the third Friday of July of each succeeding year. At the first meeting, and at the first of such meetings held each and every succeeding year, there shall be elected, by ballot of the owners, a Board of Administration in accordance with the provisions of Section 5, of Article IV of these By-Laws. The owners may also transact such other business of the Council of Co-Owners as may properly be brought before them.

4. It shall be the duty of the President to call a special meeting of the Council of Co-Owners as directed by resolution of the Board of Administration, or upon a petition signed by a majority of the owners having been presented to the Secretary. The notice of any special meeting shall be mailed to each owner as hereinafter provided, and shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting which is not stated in the notice unless all of the owners present, either in person or by proxy, approve of the transaction of such business.

5. It shall be the duty of the Secretary to mail a notice of each regular or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least

10 days but not more than 30 days prior to such meeting. Such notice shall be mailed to each of such owners at the last known address of such owner by registered mail, return receipt requested. The mailing of a notice in this manner shall be considered notice served.

6. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called, however, the place of such meeting must remain as stated in the notice.

7. The order of business at all meetings of the owners shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of last meeting, and approval or disapproval of same.
- (d) Reports of Officers.
- (e) Reports of Committees, if applicable.
- (f) Election of member or members of Board of Administration, if applicable.
- (g) Unfinished Business.
- (h) New Business.

ARTICLE IV

BOARD OF ADMINISTRATION

1. The affairs of the Council of Owners shall be governed by a Board of Administration (sometimes herein referred to as the Board) composed of seven persons, all of whom must be owners, or officers and/or employees of a corporate owner, of units in the Condominium.

2. The Board of Administration shall have the powers and duties necessary for the administration of the affairs of the Council of Co-Owners and may do all such acts and things as are not by law or these By-Laws directed to be done and/or exercised by the owners.

3. In addition to duties imposed by these By-Laws or by resolution of the Council of Co-Owners, the Board of Administration shall be responsible for the following.

(a) Care, upkeep, maintenance, repair and surveillance of the Condominium and the common elements and facilities and the limited common elements and facilities.

(b) Assessing and collecting the monthly assessments from the owners and any special assessments authorized by the Council of Co-Owners.

(c) Keeping a book with a detailed account of the receipts and expenditures affecting the project and its administration, specifying the maintenance and repair expenses on the common elements and any other expenses incurred by or in behalf of the project. Both the book and the

vouchers accrediting the entries made thereon shall be available for examination by all the Co-Owners and holders of mortgages on any apartment space at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures and be audited at least once a year by a Certified Public accountant outside of the organization. Any holder of a mortgage on any apartment space, upon request, shall be entitled to receive from the Board of Administration written notification of any obligation required by these By-Laws or the Enabling Declaration which is not cured within sixty (60) days.

(d) Designation and dismissal of the personnel necessary for the maintenance and operation of the Condominium, the common elements and facilities and the limited common elements and facilities.

(e) Assignment and control of all parking spaces and storage closets which are not designated as limited common elements by the Enabling Declaration or any amendment thereof.

(f) Without limiting the rights of any owner, action may be brought by the Board of Administration, or such other person designated by the By-Laws or the Council of Co-Owners, on behalf of two (2) or more of the apartment owners, as their respective interests may appear, with respect to any cause of action relating to the common elements of more than one (1) apartment and/or to enforce any of the provisions, covenants, restrictions, conditions or obligations set out in said Act, Enabling Declaration or these By-Laws and/or to recover any sums or damages due.

4. The Board of Administration may employ for the Council of Co-Owners a management agent, at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3 of this Article.

5. At the first meeting of the Council of Co-Owners, the term of office of four members of the Board of Administration shall be fixed for two years. The term of office of three members shall be fixed at 1 year. At the expiration of the initial term of office of each respective member of the Board, his successor shall be elected to serve a term of 2 years. The members of the Board shall hold office until their successors have been elected and hold their first meeting.

6. Vacancies in the Board of Administration caused by any reason other than the removal of a member by a vote of the Council of Co-Owners shall be filled by vote of the majority of the remaining members of the Board of Administration, even though they may constitute less than a quorum; and each person so elected shall be a member of the Board of Administration until a successor is elected at the next meeting, whether annual or special, of the Council of Co-Owners.

7. At any regular or special meeting duly called, any one or more of the members of the Board of Administration may be removed with or without

cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board of Administration, whose removal has been proposed by the owners, shall be given an opportunity to be heard at the meeting.

8. The first meeting of the Board of Administration following the election of any new members thereto shall be held within 15 days of election at such place as shall be fixed by the members of said Board at the meeting at which said new members were elected, and no notice shall be necessary to the newly elected members in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

9. Regular meetings of the Board of Administration may be held at such time and place as shall be determined, from time to time, by a majority of its members, but at least two (2) such meetings shall be held during each year. Notice of regular meetings of the Board shall be given to each member, personally, or by mail, telephone, or telegraph, at least 5 days prior to the day named for such meeting.

10. Special meetings of the Board of Administration may be called by the President on 3 days notice to each member, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner, and on like notice on the written request of at least two (2) members of the Board of Administration.

11. Before, or at any meeting of the Board of Administration, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of said Board at any meeting of said Board shall be a waiver of notice by him of the time and place thereof. If all the members are present at any meeting of said Board, no notice shall be required and any business may be transacted at such meeting.

12. At all meetings of the Board of Administration, a majority of the members shall constitute a quorum for the transaction of business, and the acts of the majority of the members present at a meeting at which a quorum is present shall be the acts of the Board of Administration. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

13. The Board of Administration may require that all officers and employees of the Council of Co-Owners handling or responsible for funds belonging to the Council of Co-Owners shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council of Co-Owners.

ARTICLE V

OFFICERS

1. The principal officers of the Council of Co-Owners shall be a President, a Vice President, and a Secretary-Treasurer all of whom shall be elected by and from the Board of Administration. The Board may appoint an Assistant Secretary-Treasurer, and such other officers as in their judgment may be necessary.

2. The officers of the Council of Co-Owners shall be elected annually by the Board of Administration at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

3. Upon affirmative vote of a majority of the members of the Board of Administration, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

4. The President shall be the chief executive officer of the Council of Co-Owners. He shall preside at all meetings of the Council and of the Board of Administration. He shall have all of the general powers and duties, which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from the owners from time to time as he may decide is appropriate to assist in the conduct of the affairs of the Council of Co-Owners.

5. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Administration shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Administration.

6. The Secretary-Treasurer shall keep the minutes of all meetings of the Council of Co-Owners and of the Board of Administration. He shall have charge of such books and papers as the Board may direct, and he shall, in general, perform all the duties incident to the office of Secretary. He shall also have responsibility for the funds and securities belonging to the Council of Co-Owners, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council of Co-Owners. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Council of Co-Owners in such depositories as may from time to time be designated by the Board of Administration.

ARTICLE VI

OBLIGATIONS OF THE OWNERS

1. All owners of units in the condominium project are bound and obligated to contribute monthly or as otherwise periodically assessed by

the Council of Co-Owners, or by the Board of Administration when authorized to do so by these By-Laws or by resolution of the Council of Co-Owners, their pro-rata part, in the same percentages established for undivided ownership of the general common elements by Paragraph 13 of the Enabling Declaration of the expenses of administration, upkeep, maintenance, and repair of the general common elements of the Condominium, and in the proper case, of the limited common elements, as any and all such common elements are described and defined in said Declaration, and toward any other expense lawfully agreed upon by the Council of Co-Owners, each of which assessments shall become due and payable within 21 days from the date each such assessment is made, unless otherwise specified in the assessment. All such assessments shall pro-rata become liens against the respective units of the project at the time each such assessment becomes due and payable, subordinate, however, to certain other liens as stated in the Enabling Declaration. These assessments may include, but not limited to amounts necessary to pay premiums for a liability insurance policy, non-ownership vehicle liability, and an insurance policy to cover repair and reconstruction in case the improvements are damaged or destroyed by fire, earthquake, hurricane or other hazard, and bonds, and other insurance the Board of Administration may obtain. However, nothing included herein shall prejudice the right of each Co-Owner to insure his unit on his own account and for his own benefit.

2. Every owner must promptly perform all maintenance and repair work within his own unit, which if omitted would affect the property in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

3. All the repairs of internal installations such as water, light, gas, power, sewage, telephone, air conditions, sanitary installations, doors, windows, lamps, and all other accessories belonging to the individual unit area shall be at the owner's expense.

4. An owner shall reimburse the Council of Co-Owners for any expenditures incurred in repairing or replacing any common elements and facilities damaged through his negligence.

5. All apartment units shall be used and occupied for residential purposes only.

6. An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Council of Co-Owners in writing, through the Management Agent, if any, or through the President of the Board of Administration, if no Management Agent is employed. The Council of Co-Owners through said agent or President of the Board shall have the obligation to answer within 30 days, and failure to do so within said time shall mean that there is no objection to the proposed modification or alteration. However, if such owner shall be notified of any reasonable objection thereto, then such owner shall not make such structural modifications or changes.

7. An owner shall not place or cause to be placed in the lobbies, halls, vestibules, stairways, elevators, if any, or other areas of a similar nature, any furniture, packages or objects of any kind. These areas shall be used for no other purpose than for normal transit through them.

8. All drapes or drape linings visible from the exterior of any apartment shall be of a neutral, white or offwhite color.

9. The Management Agent, if one is employed, or any other person authorized by the Board of Administration or the Council of Co-Owners may enter any apartment in case of serious emergency originating in or threatening such apartment, whether the owner is present at the time or not.

10. An owner shall permit other owners, the Board of Administration or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

11. The parking or storage of inoperative motor vehicles upon the property is prohibited.

12. No more than one minor child under the age of sixteen years for each bedroom contained in an apartment space in which said child is residing may permanently reside on the premises without approval of the Board of Administration. For example, two such minor children may reside in a two bedroom apartment space without approval of the Board of Administration and one such child may so reside in a one bedroom apartment space,

13. No resident of the Condominium project shall post any advertisements, or posters of any kind in or on the buildings except as authorized by the Board of Administration.

14. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents. Keeping of small domestic animals as pets is permitted so long as in accordance with the ordinances of the City of El Paso. The Board of Administration may withdraw such approval in the event any such pet becomes a disturbance to other residents.

15. It is prohibited to hang garments, rugs, or any other items from the windows or from any of the facades of the buildings.

16. It is prohibited to dust rugs or any other items from the windows, or to clean rugs or any other items by beating on the exterior part of the buildings.

17. It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

18. No owner, resident, or lessee shall install wiring for electrical or telephone installation, television antennae, machines, or air conditioning units, etc. on the exterior of the buildings or that protrude through the walls or the roof of the buildings, except as authorized by the Board of Administration.

19. Each owner, and such owner's lessee, shall keep and perform all obligations imposed upon him under these By-Laws or by said Act and/or Enabling Declaration.

ARTICLE VII

INDEMNIFICATION OF OFFICERS, MEMBERS OF THE BOARD OF ADMINISTRATION AND MANAGING AGENT

1. Indemnification. The Council of Co-Owners shall indemnify every member of the Board of Administration, Officer, Managing Agent, their respective successors, personal representatives and heirs, against all loss, cost and expense, including attorney fees, reasonably incurred in connection with any action, suit or proceedings to which any of them may be a party for being or having been a member of the Board of Administration, Officer or Managing Agent of the Council of Co-Owners, except as to matters finally adjudged in such action, suit or proceeding to have constituted willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Council of Co-Owners is advised by counsel that the person to be indemnified has not been guilty of willful misconduct in the performance of his duty as such member of the Board of Administration, Officer or Managing Agent in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such member of the Board of Administration, Officer or Managing Agent may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Council of Co-Owners by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Council of Co-Owners as Common Expenses; provided, however, that nothing herein contained shall obligate the Council of Co-Owners to indemnify any member who is or has been a member of the Board of Administration or Officer of the Council of Co-Owners with respect to any duties or obligations assumed or liabilities incurred by him as the Owner of an apartment unit.

2. Contracts. Contracts or other commitments made by the Board of Administration, Officers or the Managing Agent shall be made as agent for the Council of Co-Owners and the apartment owners; and members of the Board of Administration, Officers or Managing Agent shall have no personal responsibility thereon, except as apartment owners. The liability of any apartment owner on any such contract or commitment shall be limited to the proportionate share of the total liability thereof as the interest in the Common Elements of each owner bears to the aggregate interest in the Common Elements of all of the owners.

ARTICLE VIII

1. These By-Laws may be amended by the Council of Co-Owners in a daily constituted special meeting for such purpose or in any regular meeting. No amendment shall take effect unless approved by owners representing at least 51% of the total votes in accordance with percentages

established for undivided ownership in the general common elements by Paragraph 13 of the Enabling Declaration.

ARTICLE IX

MORTGAGEES

1. An owner who mortgages his unit, shall notify the Council of Co-Owners through the Management Agent, if any, or the President of the Board of Administration in the event there is no Management Agent, the name and address of his mortgagee; and the Council of Co-Owners shall maintain such information in a book kept for that specific purpose.

2. The Council of Co-Owners shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.


ARTICLE X

COMPLIANCE

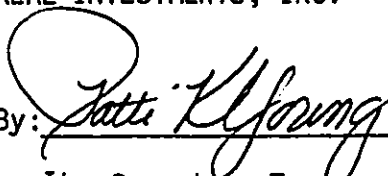
These By-Laws are set forth to comply with the requirements of the Texas Condominium Act and the provisions of said Enabling Declaration. In case these By-Laws conflict with the provisions of said Act or said Enabling Declaration, it is hereby agreed and accepted that the provisions of the Act and said Enabling Declaration shall govern.

Dated and executed by the undersigned Owners this the 15th
day of August, 1978.

SWEETWATER ENTERPRISES, INC.

By: 
Its President

REAL INVESTMENTS, INC.

By: 
Its Secretary-Treasurer

OWNERS

THE STATE OF TEXAS)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, in and for said County, Texas, in this day personally appeared Ed Aiken, Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SWEETWATER ENTERPRISES, INC., a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of August, 1978.

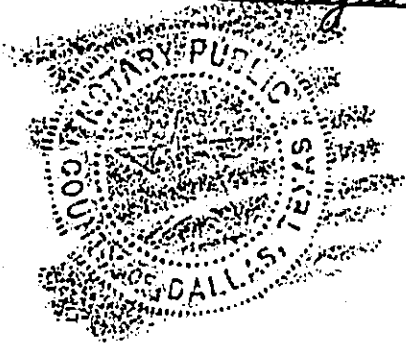


Karlene Gabel
Notary Public in and for
DALLAS County, Texas

THE STATE OF TEXAS X
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Patti K. Young, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said REAL INVESTMENTS, INC., a corporation and that she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of August, 1978.



Karlene Gabel
Notary Public in and for
Dallas County, Texas

27342
106-109.00

FILED FOR RECORD
IN MY OFFICE

1978 AUG 16 PM 4:34

[Signature]
COUNTY CLERK
EL PASO COUNTY TEXAS
DEPUTY

STATE OF TEXAS COUNTY OF EL PASO
I hereby certify that this instrument was filed
on the date and time stamped herein by me and
was duly recorded in the volume and page of the
Official Public Records of Real Property, El Paso
County, Texas.



AUG 16 1978

L. Donna McConell
COUNTY CLERK, EL PASO, COUNTY, TEXAS

*Southwest Land Title Co.
6211 W. N.W. Highway Suite 166
Dallas, Texas 75225*

Return to:

826 0628