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SECOND AMENDED
DECLARATION OF CONDOMINIUM

FOR

4200 CAMELOT WEST ESTATES

October 14, 2014

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real property and improvements, and their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE 1.

DEFINITIONS

Section 1.1. Definitions of Terms. Unless the context shall expressly provide otherwise, the words set out below have the meanings set forth opposite such capitalized words:

a. Act - The Texas Uniform Condominium Act, Section 82 of the Texas Property Code, enacted in 1994 (the "Act"), which permits the creation of condominium regimes and provides the basic rules for their operation.

b. Association- 4200 Camelot West Estates Association, Inc., a Texas non-profit corporation, the members of which are the Owners of Units within the Condominium during the period of their respective ownerships, and the successors, heirs and assigns of such Owners. The term "Association" has the same meaning as the term "Association" in the Act.

c. Board - The Board of Directors of 4200 Camelot West Estates Association, Inc. The term "Board" has the same meaning as the term "Board" in the Act.

d. Bylaws - The Bylaws of the 4200 Camelot West Estates Association, Inc.

e. Common Expense Charge - The assessment made and levied against each Owner and its Unit for management and operation of the Condominium and for repairs, maintenance and operation of the General Common Elements (including reserves for replacements) in accordance with the provisions hereof.

f. Common Expense Fund - The accumulated Common Expense Charges collected or received by and due and payable to the Association for use in the administration and operation of the Condominium, the maintenance, repair, additions, alterations or reconstruction of all or any portion of the General Common Elements and Limited Common Elements.

g. Condominium - The Land, and all improvements and structures thereon, and all rights, easements and appurtenances belonging thereto. The components of the Condominium are further herein classified as "General

Common Elements," "Limited Common Elements" and "Units." The legal rights and duties of ownership, use and administration created by the terms of the Act, this Declaration, the Bylaws and Rules and Regulations promulgated hereunder are also a part of the Condominium and are sometimes referred to as the Condominium Regime. As used herein, the term "Condominium" is not intended to alter or modify the term "Condominium" as used in the Act.

h. General Common Elements -The General Common Elements shall be and include all of the Land, except the Units as defined herein, and, without limiting the generality of the foregoing, any and all fences; walkways; grounds; gardens; areas used for storage, maintenance equipment and material, installations of all central services, including power, light, gas, water, and waste collection; and in general all apparatus and installations existing for the common use or necessary or convenient to the operation, maintenance and use of the property as a condominium including those which have been designed as Common Areas and facilities on the plats attached hereto; and all repairs and replacements of or additions to any of the foregoing. Common Elements intended to be used for passage or temporary occupancy by persons are sometimes referred to herein as "Common Areas."

i. Land - The real property more particularly described on Exhibit "A".

j. Mortgage - A pledge of or a security interest in a Unit given to a creditor as security for the payment of a loan made to an Owner.

k. Mortgagee - The person or entity who holds a pledge of or security interest in a Unit to secure the payment of a debt.

l. Owner -A person, firm, corporation, partnership, association, limited liability company, or other legal entity, or any combination thereof, which owns one or more Units; provided, however, that any one who holds a pledge of or security interest in any such Unit solely as security for the payment of a debt shall not be deemed an Owners solely on account of such security.

m. Percentage Ownership Interests - The undivided interest in and to the General Common Elements associated with and appurtenant to each Unit as set forth on Exhibit "C" attached hereto and made a part hereof for all purposes.

n. Rules and Regulations - The Rules adopted by the Association concerning the management and administration of the Condominium and the use of the General Common Elements order to assure to all Owners the pleasures and benefits of ownership of a Unit and use of the General Common Elements.

o. Special Assessments - Any assessments over and above the Common Expense Charge necessary for the preservation, management and administration of the Condominium.

p. Units or Unit - One or all of the condominium units designated on Exhibit "B" attached hereto, all of which consist of the enclosed space consisting of one (1) lot for condominium ownership, having as its boundaries the exterior surfaces of the roof and exterior walls, with the center line of the party walls constituting the perimeter boundary of the unit(s) in that plane as shown in the completed wall drawing attached hereto as Exhibit "D" and made a part hereof for all purposes. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces of the walls and roof are a part of the unit, and all other portions of the walls, floors, or ceilings are likewise a part of the unit(s). Further, any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture which lies partially within and partially outside the designated boundaries of a unit, any portion thereof serving only that unit is a part of all spaces, interior partitions, and other fixtures and improvements within the boundaries of a unit are a part of the unit. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single unit, but located outside the unit's boundaries, are part of the unit(s).

Section 1.2. Definition of Rights and Responsibilities.

a. Each Owner is vested with the exclusive ownership of its respective Unit, the exclusive use of its Limited Common Elements, if any, and has the common right to share, with all other Owners, in the use of the General Common Elements in accordance with the purposes for which they are intended and the provision thereof, without hindering or encroaching upon the lawful rights of the other Owners.

b. Where the term "Owner" is used in the granting of licenses, easements or rights to use Units and/or General Common Elements, such Owner's guests, tenants, servants, employees and invitees are also entitled to the rights, easements or licenses so granted.

c. The existing physical boundaries of each Unit delineated in accordance with the original plans therefor shall be conclusively presumed to be its boundaries.

ARTICLE II.

GENERAL PROVISIONS

Section 2.1. Use Restrictions.

- a. All Units may be used only for occupancy as a single family residence.
- b. No noxious or offensive activities of any sort shall be permitted, nor shall anything be done in any Unit or in any General Common Element which shall be or may become an annoyance or nuisance to the other Owners.
- c. Nothing shall be done in or kept in or on any Unit, or General Common Elements which will increase the rate of insurance on the Condominium or any other Unit over that applicable to similar condominium communities, or would result in the Condominium or any part thereof becoming uninsurable, or the cancellation, suspension, modification or reduction of insurance in or on or covering the Condominium or any part thereof. If, by reason of the occupancy or use of any Unit by any Owner, the rate of insurance on all or any portion of the Condominium shall be increased, such Owner shall be personally liable to the Association for such increase caused thereby and such sum shall be payable to the Association at the same time and in the same manner as provided for the payment of the Common Expense Charge.
- d. No Owners shall install, attach, or hang or allow to be installed, attached or hung any equipment or wiring or electrical installations, television or radio transmitting or receiving antennas, air conditioning units or any other like equipment or wiring, clothing or clotheslines in or across any portion of the Unit or General Common Elements, except as approved by the Association, protruding from any fence or patio wall or fence or through or from any wall, floor, ceiling, window or door which is a General Common Element, except as approved by the Association. All radios, televisions, electrical equipment or appliances of any kind or nature and the wiring therefor installed or used in a Unit shall fully comply with all rules, regulations or requirements of all state and local public authorities having jurisdiction.
- e. Each Owner shall promptly and fully comply with any and all applicable laws, rules, ordinances, statutes, regulations or requirements of any governmental agency or authority with respect to the occupancy and use of its Unit and with the provisions hereof, and the Bylaws and Rules and Regulations promulgated hereunder.

f. Subject to Section 2.1 (d) hereof, no sign of any kind shall be displayed to the public view on or from any Unit or the General Common Elements without the prior written consent of the Board.

Section 2.2. Decoration, Maintenance and Repairs of Units. Any Owner may decorate and redecorate its Unit and may make any improvements or alterations within its Unit (but not to General Common Elements) and shall have the right to paint, repaint, tile, wax, paper, or otherwise furnish or decorate any interior surfaces of walls, partitions, ceilings and floors within the Units. In addition to being solely responsible for the payment of all utility services, including water, gas and electricity, each Owner shall maintain at said Owner's sole expense, all utility service equipment and hook-up for each individual Unit.

Each Owner shall, at its own cost and expense, maintain its Unit, all General Common Elements servicing only its Unit (whether or not within the boundaries of the Unit), and those Limited Common Elements, if any, designated for the exclusive use of such Owner. In the event any Owner fails to properly maintain his/her Unit, the Association, after sixty (60) days written notice to the Owner describing specifically the maintenance and/or repair which is necessary and required, may do said repair and charge the cost to the Owner as a Special Assessment in accordance with Article IV., Section 4.3 below.

Section 2.3. Additional Provisions. The Association, by provisions of its Bylaws or by Rules and Regulations enacted pursuant to the provisions thereof, may provide such additional rules and regulations for use of the General Common Elements, the Limited Common Elements, if any, and the Units as are necessary or desirable in the judgment of the Board for the operation of the Condominium provided such Rules and Regulations and Bylaws are not in conflict with the provisions of this Declaration. Such Bylaws and Regulations shall be applicable to the General Common Elements and the Units as though set forth herein at length.

Section 2.4. Fee Estates. The Land is hereby divided into eighteen (18) fee simple estates designated as Units 1 through 18. The remaining portion of the entire premises, referred to as the General Common Elements, are held in common by the Owners.

ARTICLE III.

ASSOCIATION

Section 3.1. Authority to Manage. The Association shall be organized as a membership non-profit corporation under the laws of the State of Texas, the name of

which corporation shall be 4200 Camelot West Estates Association, Inc. and it shall be and constitute the governing and administrative body for all Owners for the protection, preservation, upkeep, maintenance, repair, restoration, operation and replacement of the General Common Elements, and the government, operation and administration of the Condominium Regime hereby established in accordance with its Bylaws, and for such purposes the Board is hereby irrevocably appointed as attorney-in-fact for all Owners.

Section 3.2. Membership. Each Owner of a Unit is by virtue of such ownership, automatically a member of the Association and remains a member thereof until such time as its total ownership ceases for any reason, at which time its membership in the Association also automatically ceases. Membership in the Association is appurtenant to and automatically follows the ownership of each Unit, and upon any transfer of ownership howsoever caused or brought about, the new Owner shall automatically be and become a member of the Association. The Association may, but is not obligated to, issue certificates evidencing membership therein.

Section 3.3. Voting of Members. There is one vote in the affairs and management of the Association for each Unit. If the ownership interests in a Unit are held by more than one member of the Association, the members who own fractional interests in such Unit aggregating more than fifty percent (50%) of the whole ownership thereof shall appoint one member who shall be entitled to vote the one vote of that Unit at any meeting of the Association. Such designations shall be made in writing to the Board and are revocable at any time by actual notice to the Board or upon the death or judicially declared incompetence of any one of the members. If a Unit is owned by more than one member and no single member is designated to vote on behalf of the members having an ownership interest in such Unit, then none of such members shall be allowed to vote. All members of the Association may be present at any meeting of the Association and may act at such meetings either in person or by proxy.

Section 3.4. Board of Directors. The affairs of the Association shall be managed by a Board of Directors. All activities, rights, powers, duties, obligations, functions, and responsibilities of the Association shall be performed, exercised, discharged and accomplished through its Board of Directors, except in any particular case where the laws of the State of Texas or the Bylaw of the Association require that action be taken by vote of the members. The Board of Directors may employ the services of a manager or managing agent as provided for in the Bylaws. Until the election of the first Board, the Declarant shall exercise all of the powers, rights, duties and functions of the Board for the benefit of the Owners.

The Board of Directors shall consist of two (2) persons who are members of the Association, spouses of members or in the event that a Unit is owned by corporation or other business entity, an officer or director of such entity who owns the Unit owned by

such entity. The Directors shall be elected by the members at the first meeting of the members and at the annual meetings of the members thereafter except as otherwise provided in the Bylaws or herein, The candidates receiving the highest number of votes up to the number of members of the Board to be elected shall be deemed elected. All votes shall be cast-by written ballot. Members shall not vote cumulatively for the election of Directors. The presence of a majority of Directors at a meeting of Directors shall constitute a quorum for the transaction of business. The action of a majority of Directors present at the meeting at which there is a quorum shall be as the act of the Board. The annual meeting of the Board shall be held each year immediately following the annual meeting of the members, at the place of such annual meeting of members, for the election of officers and the consideration of any other business that may properly be brought before such meeting. Regular meetings of the Board shall be held at any time upon the call of the President or upon call by two (2) Directors. Notice of such special meeting shall be in writing.

The members of the Board shall serve for a term of two (2) years commencing at the time of their election until their successor is elected, their death, resignation, removal or until they are no longer members of the Association, whichever is earlier. Any member of the Board may be removed from membership on the Board, with or without cause, by the affirmative vote of two-thirds (2/3rds) of the votes represented at a meeting of the members of the Association called to consider such action.

Section 3.5. Rights, Functions and Obligations of the Association. In addition to all other rights, functions and obligations of the Association under the provisions of the Act, this Declaration or the Bylaws, the Association, acting by and through its Board (it being stipulated and understood that any action permitted to be taken by the Association may be taken by the Board) shall have the following rights, functions and obligations:

a. **Right to Non-exclusive Easement** - The Association has a non-exclusive right and easement to make such use of the General Common Elements as may be necessary or appropriate for it to perform the duties and functions which it is obligated or permitted to perform under the Act, this Declaration or the Bylaws, and a non-exclusive right of entry, after reasonable notice to the Owners during reasonable hours, into the individual Units as may be necessary for the operation of this Condominium, or for making emergency repairs therein necessary to prevent damage to any other Unit or to the General Common Elements or any part thereof, or to abate any nuisance or any dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained in a Unit, except that no notice shall be required in cases of emergency.

b. **General Common Elements Maintenance** - The Association shall be obligated to provide, as a Common Expense Charge of all Owners, for the

care, operation, management, maintenance, repair, replacement and restoration of the General Common Elements. Without limiting the generality of the foregoing, said obligations shall include keeping the General Common Elements in good, clean, attractive and sanitary condition, order and repair, keeping the General Common Elements safe, attractive and maintained in a manner desirable as a residential community, and making necessary or desirable alterations, additions, betterments or improvements to or on the General Common Elements.

c. **Other Association Functions** - The Association may undertake or contract for any lawful activity, function or service for the common benefit or to further the common interests of all Owners. Such activities, functions or services may include, but shall not be limited to, the providing of insurance, police, patrol or similar security services, janitorial services, grounds maintenance or landscaping services, the providing of utilities or services which may be required for the enjoyment or betterment of the General Common Elements, the providing of water, garbage and trash collection and sewage disposal services and other services for each of the individual Units, the providing of legal and accounting services necessary or desirable in connection with the operation of the Condominium Regime or the enforcement of the provisions of the Act, this Declaration or the Bylaws, and any other services for the benefit and enjoyment of all the Owners. Electricity, telephone and other utility services separately metered or charged shall be paid for by the Owner of the Unit serviced by such utility service.

d. **Labor and Services** - The Association may as a Common Expense Charge of the Owners, obtain and pay for the services of any person or entity as a manager or manage agent to mange, supervise and look after the day to day operations of the Condominium, as well as the services of such other personnel as the Association shall determine to be necessary or desirable for the proper operation of this Condominium, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. Any agreement for professional management of the Condominium or any other contract providing for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three(3) years.

e. **Acquisition of Personal Property** - The Association may acquire as a Common Expense Charge and hold for the common use or benefit of all Owners, any tangible or intangible personal property and may dispose of the same by sale or otherwise. Subject to the Rules and Regulations of the Association, each Owner and each Owners guests or tenants may use such

property. All such property so acquired and owned by the Association shall be deemed to be part of the General Common Elements for all purposes.

f. **Rules and Regulations** - The Association may take and enforce reasonable and uniformly applied rules and regulations governing the use of the Units, the General Common Elements and the Limited Common Elements. Such rules and regulations may, without limitation: (i) regulate the use of the General Common Elements to assure the equitable and proper use and enjoyment thereof by all persons entitled thereto, (ii) prohibit any conduct or activity in any Unit or on any part of the General Common Elements which constitutes a nuisance in law or in fact or which would not be consistent or in keeping with the peaceful, quiet and reasonable use and enjoyment of any Unit or the General Common Elements, (iii) prohibit, restrict or regulate the use of any portion for the General Common Elements by the guests of any Owner, and (iv) regulate and control vehicular traffic and parking areas of the Condominium.

The Association shall furnish each Owner with a written copy of each and every Rule and Regulation or shall post the same in a conspicuous place on the General Common Elements; provided, however, failure to furnish or post any copy shall not be deemed to invalidate any rule or regulation to any extent.

The Association shall have the right to enforce any of the Rules and Regulations and the obligations of any Owner under this Declaration or by Bylaws.

Nothing herein shall authorize the Board to furnish to any person services primarily for the benefit or a convenience of any Owner or Owners or any occupant or occupants of any Unit other than services customarily rendered to all Owners and occupants of Units. The Board shall have the exclusive right and obligation to contract for all goods, services and insurance in connection with the administration of the Condominium, payment for which is to be made from the Common Expense Fund.

Section 3.6. Actions Without Meetings. Any action required by this Declaration or by law to be taken at a meeting of the Association or at a meeting of the Board may be taken without a meeting if a consent in writing setting forth the action so taken, shall be signed by all of the members of the Association entitled to vote with respect to the subject matter thereof or signed by all of the members of the Board, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting.

Section 3.7. Officers. The Officers of the Association shall be elected by the Board and shall consist of a President, a Vice-President, a Secretary and a Treasurer and such other Vice Presidents, Assistant Secretaries, and Assistant Treasurers as may be

convenient or necessary in the judgment of the Board for the administration and operation of the Condominium. The President shall be elected from the members of the Board of Directors.

Section 3.8. Meetings of the Members.

a. The first meeting of the members of the Association shall be held within forty-five (45) days after the closing of the sale of the Unit which leaves only two (2) remaining Units to be sold and upon ten (10) days written notice thereof to the members by the Declarant.

b. Thereafter, an annual meeting of the members of the Association shall be held at such place as may be designed by the Board in El Paso, Texas, on the second Tuesday of January of each succeeding calendar year or at such time other during each calendar year as the Board may designate. At the discretion of the Board, the annual meeting of the members of the Association may be held at such other reasonable time (not more than sixty (60) days prior to or subsequent to the aforesaid date) as may be designated by written notice of the Board delivered to the members not less than ten (10) nor more than sixty (60) days prior to the date fixed for said meeting.

c. At the annual meeting, the Board shall present an accounting of the Common Expense Fund, itemizing receipts and disbursements for the preceding calendar year, the allocation thereof to each Owner and the estimated Common Expense Charges for the coming calendar year. Within thirty (30) days after the annual meeting, the statements and estimates presented at the annual meeting by the Board shall be delivered to all Owners.

d. Special meetings of the members may be called by the President at any time or may be called upon petition to the President by members having twenty-five percent (25%) of the votes in the Association or by a majority of the Board of Directors. Written or printed notice stating the place, day and hour of such special meeting and the purposes for which the meeting is called shall be delivered to each member not less than three (3) nor more than twenty-one (21) days before the date of such meeting.

e. For the purpose of determining the members entitled to notice of a meeting and to vote at any meeting, the membership of the Association shall be determined at the close of business on the twenty-fifth (25th) day preceding such meeting.

Section 3.9. Accounting and Audit. The Board shall keep or cause to be kept books of detailed account of the receipts and expenditures affecting the Condominium

and its administration and specifying the maintenance and repair expense of the General Common Elements and any other expenses incurred by the Board or Association on behalf of the Condominium or Association. Both the books of accounts and all vouchers supporting the entries made therein shall be available for examination at the office of the Association by all Owners and their Mortgagees at convenient hours on working days and the Board shall cause to be established and announced for general knowledge the days and hours within which such books shall be available for inspection. All such books and records shall be kept in accordance with generally accepted accounting procedures, consistently applied, and shall be audited at least once a year by an outside auditor pursuant to the terms and provisions of the Bylaw of the Association.

Section 3.10. Notices. Any notice permitted or required to be given to a member of the Board or to an Owner may be delivered personally, by mail or by placing such notice in the mail distribution facilities of each Owner if such facilities are present in the Building. If delivery is made by mail, it shall be deemed to have been delivered three (3) days after deposit in the U.S. Mail, postage prepaid, addressed to an Owner at its Unit or to such other address as the Owner may have given in writing to the Secretary of the Association for the purpose of service of notices. Any address for the purposes of notice may be changed from time to time by notice in writing to the Secretary.

ARTICLE IV.

COMMON EXPENSE FUND; ASSESSMENT & COLLECTION

Section 4.1. Budget. Until the commencement of the first full fiscal year after the first meeting of the members of the Association is held, the Declarant shall have the right and obligation to establish the annual budgets for each fiscal year projecting all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium including any reasonable allowance for contingencies and reserves for repairs to or replacements of the General Common Elements. The fiscal year of the Condominium is the calendar year, unless the Board otherwise approves.

Commencing with the first full fiscal year after the first meeting of the members of the Association is held, the Board shall prepare or cause to be prepared and adopted an estimated annual Budget for each fiscal year of the Association projecting all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium. Such Budget must take into account the estimated Common Expense Charges and cash requirements for the year including, but not limited to, the costs of salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, management fees, and all such other costs and expenses which the Board shall deem

necessary or proper for the fulfillment and performance of the functions and obligations of the Association. The annual Budget shall also take into account and provide for a reserve for contingencies for the year and a reserve for maintenance, repairs and replacements of the General Common Elements in reasonable amounts. Any surplus or deficit in regards to previous Budgets shall also be considered. Each annual Budget shall take effect on the first day of the fiscal year for which it is prepared. If it shall appear to the Board at any time that the Budget adopted for any fiscal year shall be insufficient, the Board may revise such Budget to cover the estimated deficiency, to become effective on the first day of the calendar month next following the revisions.

The Board shall make reasonable efforts to furnish copies of the Budget and any revision thereof to each Owner not later than thirty (30) days prior to its effective date, The Budget as adopted by the Board and any revisions thereof shall serve as the basis for the Common Expense Charges against the Owners, unless any such Budget for any fiscal year is changed or modified by the Members of the Association at any special meeting of the members called for that purpose. If the Board fails to adopt a Budget and until a new Budget is adopted for any fiscal year, the Budget last adopted and any revision thereof shall continue to serve as the basis for the Common Expense Charges, unless changed or modified by the members of the Association as provided herein.

If the Board at any time determines that the Common Expense Charges so levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium for such fiscal year or in the event of casualty losses, condemnation losses or other events (including the non-payment of Common Expense Charges by some Owners) which require additional funds be supplied for preservation and operation of the Condominium, the Board has the authority at any time or from time to time to levy such Special Assessments as it shall deem necessary for that purpose. Such Special Assessment may not be levied, however, without the prior approval of Owners having at least a majority of the votes in the Association, unless a greater number of votes is required by law.

Section 4.2. Common Expenses Charges. Except as provided in Section 4.3 hereof, all Owners are bound to contribute, in proportion to their Percentage Ownership Interests, to the Common Expense Fund as a Common Expense Charge, the expenses of administration of the Condominium Regime and the administration, maintenance and repairs of the General Common Elements, and other expenses provided by the terms hereof to be paid by the Association or those expenses agreed upon to be assumed by the Association pursuant to this Declaration, its Bylaws and Rules and Regulations. No Owner can be exempt from the obligation to make such contribution to the Common Expense Fund by waiver of the use or enjoyment of the General Common Elements, or by abandonment of the Unit belonging to him, or under any other circumstance. Each Owner shall pay its proportionate share of the Common Expense Charge as evidenced by the Budget in twelve (12) equal monthly

installments. Prior to the due date of the first monthly installment each year, the Board shall prepare and deliver to each Owner a statement setting forth the amount of the monthly installment due from each Owner as a Common Expense Charge.

Section 4.3. Payment of Common Expense Charges and Special Assessments. Common Expense Charges are due and payable monthly in advance on the first day of each month. Special Assessments are payable on or before ten (10) days after Owners are invoiced therefor. Payment of Common Expense Charges and Special Assessments are in default if such Common Expense Charges or Special Assessments, or an part thereof, are not paid to the Association on or before the due date for such payment. Common Expenses Charges and Special Assessments in default bear interest at a rate of eighteen percent (18%) per annum from the date of delinquency until paid. Each Owner (whether one or more persons) is personally liable for the payment of all Common Expense Charges and Special Assessments which may be levied against such Owner and its Unit pursuant to the provisions hereof. If a Mortgagee obtains title to a Unit pursuant to the remedies provided in a Mortgage or foreclosure of the Mortgage, then such Mortgagee will not be liable for the payment of any unpaid Common Expense Charges and Special Assessments levied against the Owner and its Unit which accrued prior to the acquisition of title to the Unit by such Mortgagee.

Section 4.4. Reserve for Replacements. The Association may establish and maintain a reserve fund for replacements by the allocation an payment monthly to such reserve fund of the amount included in the Common Expense Charges for this purpose. Such funds shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America, or may in the discretion of the Board be invested din obligations of. or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purposes of effecting the replacement, maintenance or repair of the General Common Elements and equipment of the project and for operating contingencies on a nonrecurring nature. The amounts required to be allocated to the reserve for replacements may be reduced by appropriate resolution of the Board, upon the accumulation in such reserve for replacements of a sum equal to Fifty Thousand and No/100 Dollars (\$50,000.00). The proportionate interest of any Owner in any reserve for replacements shall be considered as an appurtenance of its Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Unit to which it appertains and shall be deemed to be transferred with each such unit

Section 4.5. Assessment Certificates. The Board or its representative shall furnish to any prospective purchaser or Mortgage of any Unit, at the request of the Owner, a written certificate as to the amount of the regular and/or special assessments which have become due and are unpaid up to a given date in respect to the Unit to be sold or mortgaged. In the case of a sale, the purchaser shall not be liable nor shall the Unit purchased be liable or subject to any lien for any unpaid assessment which has become

due and is not shown on such certificate for the period of time covered thereby. However, the selling Owner shall be liable for same and in case of its failure or refusal to pay, then the same shall be collectible from all other Owners on a pro rata basis in proportion to their Percentage Ownership Interest, and they shall have recourse against the selling Owner; provided, however, in the case of a mortgage, the unpaid assessment now shown on said certificate for the period of time covered thereby shall remain the obligation of the Owner mortgaging its Unit, and the assessment lien securing same as provided for in this Declaration shall be and remain inferior and secondary to the mortgage and liens held by the Mortgagee to whom or for whose information said certificate was furnished. A charge not to exceed \$200 may be levied in advance by the Association for each certificate so delivered.

Section 4.6. Liens to Secure Assessments. The Common Expense Charges and Special Assessments is a personal obligation of the Owner of each Unit as well as an indebtedness against the Unit itself; and if any default is made in the payment of any such assessment or any part thereof as the same shall become due and payable, then a valid and subsisting lien is hereby created and exists upon and against the Unit of the Owner in default, which lien exists for the benefit of all other Owners and the Association. No lien exists against any Unit for assessments which have not yet become due and payable. The liens provided for herein are prior to all other liens, except that such liens shall be subordinate, secondary and inferior to (i) all liens for taxes or special assessments levied by the City, County and State Governments or any political subdivision or special district thereof, and (ii) all 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 the Common Expense Charge or Special Assessment became due and payable, and (iii) all liens securing any such loan is advanced to purchase any Unit.

The liens to secure Common Expense Charges as herein provided for may be foreclosed without prejudice and subject to the aforesaid prior and superior liens, by suit by the Board or any authorized officer or member of the Association, acting in behalf of all Owners in like manner as mortgages on real property, or may be foreclosed at public sale without judicial proceedings in the manner prescribed by the laws of the State of Texas. No foreclosure suit or sale thereunder affects or impairs any of the prior liens above mentioned. The Board or any person authorized by it, acting in behalf of all Owners, has the power to bid on the Unit foreclosed on at the foreclosure sale, the amount of which bid may not exceed the total amount of all Common Expense Charges and Special Assessments in default, interest and other charges thereon and costs of foreclosure. If the Board purchases any Unit at any such foreclosure sale, it shall have authority to hold, lease, mortgage or convey the same as Trustee of all other Owners. All funds realized from the foreclosure sale are applied first to the cost and expense of filing and prosecuting suit, including all costs of court and a reasonable amount of attorneys' fees, and then towards payment of the indebtedness sued on, together with interest and other charges thereon, and the remainder if any ' are paid over to the

defendant or defendants in such foreclosure suit as their interests may appear. If the proceeds realized from the foreclosure sale, applied as aforesaid, are insufficient to pay off and discharge the whole amount of the assessment sued on, together with interest and other charges thereon, then the Purchaser acquiring title to such Unit at such foreclosure sale, whoever he may be, other than the Owner sued, shall not be liable for the deficiency, except for a pro rata part thereof as hereinafter stated, and any such deficiency shall be deemed a Common Expense Charge, collectible from all Owners, including the purchaser at the foreclosure sale, on a pro rata basis as, in the case of the other Common Expense Charges. The Owner sued remains personally liable to the Owners paying the deficiency.

Section 4.7. Common Expense Fund. The Common Expense Charges collected are paid into the Common Expense Fund to be held and used for the benefit, directly or indirectly, of the Condominium; such Common Expense Fund may be expended by the Board for the purposes set forth herein including, without limitation, providing for the enforcement of the provisions of this instrument, the Bylaws of the Association and Rules and Regulations promulgated thereunder; for the maintenance, operation, repair, benefit and welfare of the General Common Elements, and generally for doing those things necessary or desirable in the opinion of the Board to maintain or improve the Condominium. The use of the Common Expense Fund for any of these purposes, except as provided herein, is permissive and not mandatory, and the decision of the Board with respect thereto shall be final, so long as made in good faith.

ARTICLE V.

ARCHITECTURAL REVIEW

Section 5.1. Committee. No Residence, improvements, building, fence, wall or other structure shall be commenced, erected, maintained or altered on any Unit nor shall any exterior addition to or change or alteration therein be made or undertaken, until the construction plans shall have been submitted to and approved in writing by the Architectural Review Committee.

Section 5.2. Approval. If all of the construction plans are submitted to the Architectural Review Committee and it fails to either approve or reject such construction plans for a period of forty-five (45) days following the date of such submission, then such construction plans shall be deemed approved.

Section 5.3. Composition. The initial Architectural Review Committee shall be Mika Tiula, Niko Tiula and Bashar Abugalyon. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to

designate a successor. None of the members of the Committee or their designated representative shall be entitled to any compensation for service performed pursuant to this Covenant. At any time the Owners of seventy-five percent (75%) of the Units shall have the power through a duly written recorded instrument to change the membership for the committee or reduce or restore to it any of its powers and duties.

Section 5.4. Termination and Vacancies. Notwithstanding the foregoing subparagraph, after Units have been built upon all lots in 4200 Camelot West Estates, initial membership of the Architectural Review Committee, if not already terminated, shall automatically terminate without further notice. The resulting vacancies shall be filled by a vote of the majority of the record Owners of Units in 4200 Camelot West Estates at a meeting at which a quorum is present. Successors to Memberships in the Architectural Review Committee shall be named in an instrument executed and acknowledged by the chairman of the Architectural Review Committee who shall be elected by a majority of its then members. Such instruments shall be recorded in the Public Records of El Paso County, Texas.

Section 5.5. Indemnity. Neither the Architectural Review Committee nor any member thereof shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of:

- (a) the approval or disapproval of any plans and specifications, whether or not defective, so long as such approval or disapproval was not strictly arbitrary;
- (b) the construction or performance of any work, whether or not pursuant to approval of plans and specifications;
- (c) the development or manner of development of any Unit;
- (d) the written notification of approval or disapproval whether or not the facts therein are correct.

Without in any way limiting the generality of the foregoing, the Architectural Review Committee or any member thereof, may, but is not required to, consult with or hear any Owner with respect to any plans and specifications, or any other proposal submitted to the Architectural Review Committee. This paragraph shall not be construed to permit or authorize the Architectural Review Committee to arbitrarily fail or refuse to review and either approve or disapprove plans and specifications.

Section 5.6. Submission. Until otherwise notified, all Owners shall submit plans and specifications to the Architectural Review Committee, 4200 Camelot West Estates, c/o Bashar Abugalyon, 6006 North Mesa, Suite 805, El Paso, Texas 79912. When and if the plans and specifications contain all information required by the

Architectural Review Committee, Bashar Abugalyon shall notify the members of the Architectural Review Committee, of the date, time and place of the meeting to review the plans and specifications submitted. A quorum shall be two (2) members of the Architectural Review Committee.

Section 5.7. Variance. The Architectural Review Committee is hereby authorized and empowered, upon written request of an Owner, to grant such variances as will be in the best interest of all Owners. All decisions of the Architectural Review Committee shall be made in its sole and absolute discretion and shall not be subject to judicial review. The Architectural Review Committee shall render its decision either approving or disapproving a request for variance not later than twenty (20) working days following receipt of the request and all information reasonably necessary to determine whether the variance request is in the best interest of all owners. The decision of the Architectural Review Committee shall be made by one of two members if only two members attend a meeting and by two of three members if three members attend a meeting. If the Architectural Review Committee fails to approve or disapprove within twenty (20) working days following the receipt of the variance request, then the request shall be deemed approved. All decisions shall be in writing and shall be served on the applicant by the United States mail, postage prepaid, return receipt requested, and shall be deemed given when deposited in the United States mail. Further, the Architectural Review Committee shall not consider any request for variance which may be in violation of any statute, ordinance or rule and regulation to which a Unit is subject; provided, however, if the subject of the request is on its face unlawful, but can be made lawful by governmental administrative action, then the Architectural Review Committee may conditionally approve such request subject to favorable governmental administrative action.

ARTICLE VI.

INSURANCE

Section 6.1. Property Insurance. The Board has the authority to and shall obtain and continue in effect blanket property insurance to insure the General Common Elements and Units, against risk of loss or damage by fire and other hazards as are covered under standard extended coverage provisions (with vandalism and malicious mischief endorsements), and against risk of whatever character, without prejudice to the right to each Owner to insure its Unit for its own benefit, in amounts sufficient to prevent the Association or Owners from becoming a co-insurer within the terms of the applicable policies, but in any event in an amount not less than the full insurable replacement cost thereof. All insurance provided for in this Section shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Texas. Such insurance shall provide that such policy shall not be terminated for non-payment of premiums or for any other cause

without at least thirty (30) days prior written notice to the Association and at least ten (10) days prior written notice to the Mortgagee of each Unit. Such insurance obtained by the Board may be written in the name of and the proceeds thereof may be payable to the Board or any person designated by it or by the Association, as Trustee for each Owner in their respective Percentage Ownership Interest in the General Common Elements. Each Owner and its Mortgagee, if any, are a beneficiary of such insurance, in the ratio of said Owner's Percentage Ownership Interest in the General Common Elements as aforesaid, even though not expressly named in the policy as an insured or beneficiary. All costs, charges and premiums for such insurance is a Common Expense Charge and each Owner is obligated to pay its pro rata share of same as in the case of other Common Expense Charges of the Condominium. In case of any injury, damage to or destruction to any part of the Condominium covered by such insurance, the insurance indemnity and proceeds shall be applied only to reconstruct or repair the General Common Elements or property so damaged or destroyed, except as may be otherwise provided for by the Act and herein. The Board has complete power and authority to compromise settle and adjust any and all claims arising under any such policy or policies of insurance. If possible, all policies of insurance of the character described in this Section shall contain an endorsement extending coverage to include the payment of Common Expense Charges and Special Assessments with respect to Units damaged during the period of reconstruction thereof.

Section 6.2. Public Liability and Other Insurance. The Board also has the authority to and shall obtain comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or any Owner, the family, agent, employee or invitee of any Owner, occurring in, on or about the General Common Elements or upon, in or about the private driveways, roadways, walkways, and passageways, on or adjoining the Condominium, which public liability and property damage insurance shall afford protection to such limits as the Board shall deem desirable, but in no event less than \$1,000,000.00 per occurrence, for personal injury and/or property damage. The Board also has the authority to obtain such workers' compensation insurance as may be necessary to comply with the applicable laws, employers liability insurance in such amount as the Board may deem desirable and such other insurance in such reasonable amounts as the Board deems desirable. The Board has the authority to obtain fidelity bonds indemnifying the Association, the Board and the Owners from loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association in such an amount as the Board may deem desirable.

All insurance provided for in this Section shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Texas. Such insurance obtained by the Board may be written in the name and the proceeds thereof may be payable to the Board or an person

designated by it or by the Association as Trustee for each Owner in their respective Percentage Ownership Interest in the General Common Elements. Each Owner and its Mortgagee, if any, is a beneficiary of such insurance, in the ratio of said Owner's Percentage Ownership Interest in the General Common Elements as aforesaid even though not expressly named in the policy as an insured or beneficiary. All costs, charges and premiums for such insurance are deemed as a Common Expense Charge, and each Owner agrees to pay its pro rata share of same as in the case of other Common Expenses Charges, as provided in this Declaration. Such insurance shall be without contribution with regard to any other policies of insurance carried individually by any Owner, whether such insurance covers the Unit owned by such Owner and/or the additions and improvements made by such Owner to its respective Unit and shall provide that such policy may not be terminated for non-payment of premiums or for any other cause without at least thirty (30) days prior written notice to the Association and at least ten (10) days prior written notice to the Mortgagee of each Unit. The Board shall have complete power and authority to compromise, settle and adjust any and all claims arising under any such policy or policies of insurance.

Section 6.3. Future Insurance. If an insurance policy or policies specifically designed to meet the insurance needs of Condominium Regimes become available in Texas through action by appropriate governmental agencies or otherwise, the Board shall be authorized to obtain such a policy if the coverages provided by such policy are at least equal to the coverages provided by those policies enumerated hereinabove.

Section 6.4. Individual Insurance. Each Owner is responsible for insurance on their individual Unit, including the contents of its Unit and the furnishings, appliances and all parts of the Unit not General Common Elements, and personal property therein against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by the Board to the extent of the full insurable value of said improvements, in such form and with such insurance company or companies as may be approved by the Board, and to deliver to the Board the policies of such insurance having attached to said policies such additional insured clause as the Board shall direct and to deliver renewals of such policies to the Board at least ten (10) days before any such insurance policies shall expire. All policies of property and casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty obtained by the Association for the benefit of all the Owners as provided. Owners shall carry individual policies of liability insurance insuring against the liabilities of such Owners, at their own cost and expense. In the event any Owner fails to properly maintain the property and casualty insurance on his/her Unit as provided in this Section 6.4, the Association, after ten (10) days written notice to the Owner, shall have the right to acquire insurance on the Unit and charge the cost to the Owner as a Special Assessment in accordance with Article IV., Section 4.3 above.

ARTICLE VII.

EMINENT DOMAIN

Section 7.1. General Provisions. If all or any part of the Condominium is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary) the Board and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board shall give notice of the existence of such proceeding to all Owners and to all Mortgagees known to the Board to have an interest in any Unit. The expense of participation in such proceedings by the Board shall be borne by the Common Expense Fund. The Board is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Board, acting as Trustee, and such damages or awards shall be applied or paid as provided herein.

Section 7.2. Taking of General Common Elements. If an action in eminent domain is brought to condemn a portion of the General Common Elements (together with or apart from any Unit), the Board, in addition to the general powers set out herein shall have the sole authority to determine whether to defend or resist any such proceeding; to make any settlement with respect thereto; or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking of General Common Elements only, all damage and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damage or awards for such taking are determined, such damages or awards shall be paid to each owner in proportion to his Percentage Ownership Interest in the General Common Elements. The Board may, if it deems advisable, call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible the General Common Elements so taken or damages. If it is determined that such General Common Elements should be replaced or restored by obtaining other land or building additional structures this Declaration and the map attached hereto shall be duly amended by the instrument executed by the Board of Directors on behalf of the Owners.

Section 7.3. Taking of Units. In the event that such eminent domain proceedings results in the taking of or damage to one or more, but less than two-thirds of the total number of Units, then the damages and awards for such taking shall be determined for each Unit and the following shall apply:

- a. The Board shall determine which of the Units damages by such taking may be made tenantable for the purposes set forth in this Declaration, taking into account of nature of this Condominium and the reduced size of Unit so damaged.

- b. The Board shall determine whether it is reasonably practicable to operate the remaining Units of the Condominium including those damaged units which may be made tenantable as a condominium in the manner provided in this Declaration.
- c. If the Board determines that it is not reasonably practicable to operate the undamaged Units and the damaged Units which can be made tenantable as a Condominium, then the Condominium shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants-in-common, in the Percentage Ownership Interests previously owned by each Owner in the General Common Elements.
- d. If the Board determines that it will be reasonably practicable to operate the undamaged Units and the damaged Units which can be made tenantable as a condominium, then the damages and awards made with respect to each Unit which has been determined to be capable of being made tenantable shall be applied to repair and reconstruct such Unit so that it is made tenantable. If the cost of such work exceeds the amounts of the award, the additional funds required shall be assessed against the Owners of the Units which are being repaired or reconstructed so as to be made tenantable. With respect to those Units which may not be made tenantable, the award made with respect to such Unit shall be paid to the Owner of such Unit or its Mortgagee or Mortgagees, as their interests may appear, and the remaining portion of such Units, if any, shall become a part of the General Common Elements and repair and use of such Units shall be determined by the Board. Upon the payment of such award for the account of such Owner as provided herein, that portion of such Unit taken pursuant to eminent domain shall no longer be a part of the Condominium and the Percentage Ownership Interests in the General Common Elements appurtenant to each remaining Unit which shall continue as part of the Condominium shall be equitably adjusted to distribute the ownership of the undivided interest in the General Common Elements among the reduced number of Owners.

If the entire Condominium is taken, or two-thirds or more of the Units are taken or damaged by such taking, then all damages and awards shall be paid to the accounts of the Owners of Units, or their Mortgagee or Mortgagees, as their interest may appear, as provided herein, in proportion to their Percentage Ownership Interests in the General Common Elements and this Condominium Regime shall terminate upon such payment. Upon such termination, the Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all

Owners as tenants-in-common in the Percentage Ownership Interest previously owned by each Owner in the General Common Elements.

Section 7.4. Payments of Awards and Damages. Any damages or awards provided in this Article to be paid to or for the account of any Owner by the Board, acting as Trustee, are applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Unit; secondly, to amounts due under any mortgage instruments duly perfected; thirdly, to the payment of any Common Expense Charges or Special Assessments charged to or made against the Unit and unpaid; and, finally, to the Owner of such Unit.

ARTICLE VIII.

AMENDMENT OF DECLARATION, BY-LAWS AND RULES AND REGULATIONS

Section 8.1. Amendment of Declaration. Except as otherwise provided by law, the provisions of this Declaration, except for the designation of the Percentage Ownership Interest which pertains to each Unit, may be amended only by an instrument in writing signed and acknowledged by members having not less than seventy-five percent (75%) of the votes in the Association entitled to vote an such amendment. Except in the event of redistribution of Percentage Ownership Interests in connection with the occurrence of a fire, casualty or eminent domain taking, in order to amend the allocation of the Percentage Ownership Interests in the General Common Elements appertaining to any Unit, it shall be necessary not only that the members having not less than seventy-five percent (75%) of the votes in the Association entitled to vote on such amendment execute an instrument in writing but, in addition, the Owners of those Units whose Percentage Ownership Interests are increased by such amendment must join in such amendment. Notwithstanding anything contained in this Section to the contrary, Declarant is hereby appointed and constituted as the true and lawful attorney-in-fact for the Owners to execute, acknowledge and deliver in the Owners' names as Declarant may deem necessary and proper any and all instruments required to amend this Declaration to satisfy the reasonable requirements of any mortgagee, governmental, private, quasi-governmental or government-sponsored insurer; provided, however, Declarant shall not exercise its rights under this Section to diminish the Percentage Ownership Interests of any Owner or to otherwise adversely effect any Owner.

ARTICLE IX.

MISCELLANEOUS

Section 9.1. No Partition, Sale or Transfer. The General Common Elements remain undivided and are not subject to an action for partition or division of the co-

ownership thereof so long as suitable for a Condominium Regime, and, in any event, all Mortgages secured by an interest in the General Common Elements must be paid in full prior to bringing any action for partition or the written consent of all holders of such Mortgages must be obtained; no individual Unit may be partitioned, subdivided, abandoned, sold or transferred without first obtaining the written consent of seventy-five percent (75%) of the members of the Association entitled to vote.

Section 9.2. Enforcement. The Board or any Owner shall have the right to enforce, by any proceedings at law or in equity, all terms and provisions hereof. Failure by the Board or by any Owner to enforce any covenant or restriction herein contained Shall in no event be deemed to be a waiver of the right to enforce such covenant or restriction thereafter.

Section 9.3. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

Section 9.4. Easements for Encroachments. If any portion of the General Common Elements are situated or encroach upon any Unit, or if any Unit or fixtures thereof actually encroach upon any portion of the General Common Elements, as the Units and General Common Elements actually and physically exist, or as shown by the survey plats attached hereto, or if any Unit or fixture thereof actually encroach upon any portion of any other Unit, as the Units actually and physically exist as of the date of filing hereof, or as shown by the Survey plats attached hereto, then there is deemed to be mutual valid easements for such encroachments and for the maintenance of same so long as such encroachments exist, to the extent provided under the Act. If the improvements are totally or partially damaged or destroyed and then repaired, restored or rebuilt, the Owners agree that all encroachments of or upon the General Common Elements and facilities due to repair or reconstruction shall be permitted and that a valid easement for such encroachments and maintenance thereof shall exist.

Section 9.5. Taxes. Taxes, assessments and other charges of the City, County, State of other political entities or any special district thereof, shall be separately assessed, and each Owner agrees to pay as its own expense all tax assessments against its Unit which shall include its Percentage Ownership Interests in the General Common Elements. Taxes are not part of the Common Expense Charges. Taxes on personal property owned by the Association as part of the General Common Elements are paid by the Association as a Common Expense Charge.

Section 9.6. Omissions. In the event of the omission from this Declaration of any provision or stipulation which is vital, necessary or expedient for the accomplishment of the purposes and intent of this Declaration, then this Declaration shall not thereby

fail, either in whole or in part, but any and all such omitted matter shall be supplied by inference and/or by reference to this Declaration as filed for record, and the provisions of the Act are hereby made a part hereof by reference thereto.

Section 9.7. Interpretation. If any declaration or provision, word, sentence or clause contained in this Declaration or in the By-Laws are susceptible to two (2) or more interpretations, then the interpretation which is most consist with the terms of the Act and the general purposes and intent of this Declaration and the By-Laws shall govern.

Section 9.8. Rights and Obligations. The rights and obligations of the respective Owners under this Declaration and the By-Laws, including amendments thereto, are deemed to be covenants running with the land, so long as the project property remains subject to the provisions of the Act, and inures to the benefit of and is binding on each and all of the respective Owners and their respective heirs, executors, administrators, successors, legal representatives, assigns, purchasers, lessees, grantees and mortgagees and all other having or claiming an interest in any Unit, subject to the provisions of the Act, this Declaration and the By-Laws, Upon acceptance or recordation of any deed or other instrument conveying title to a Unit, or upon otherwise acquiring title to any Unit, the Owner thereof is deemed to have accepted and agreed to and is bound by and subject to each and all of the provisions of the Act and of this Declaration and By-Laws, as now existing or hereafter amended.

EXECUTED the 14th day of October, 2014, to be effective as of the 10th day of September, 2013.

KEYSTONE RESIDENCES L.L.C., a
Texas limited liability company

By: [Signature]

Name: BASHAR ABU GALYON

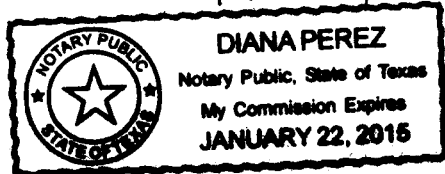
Title: Manager

STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on this 14th day of October, 2014 by Bashar M. Abu-Galyon, Manager of KEYSTONE RESIDENCES L.L.C.



[Signature]

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

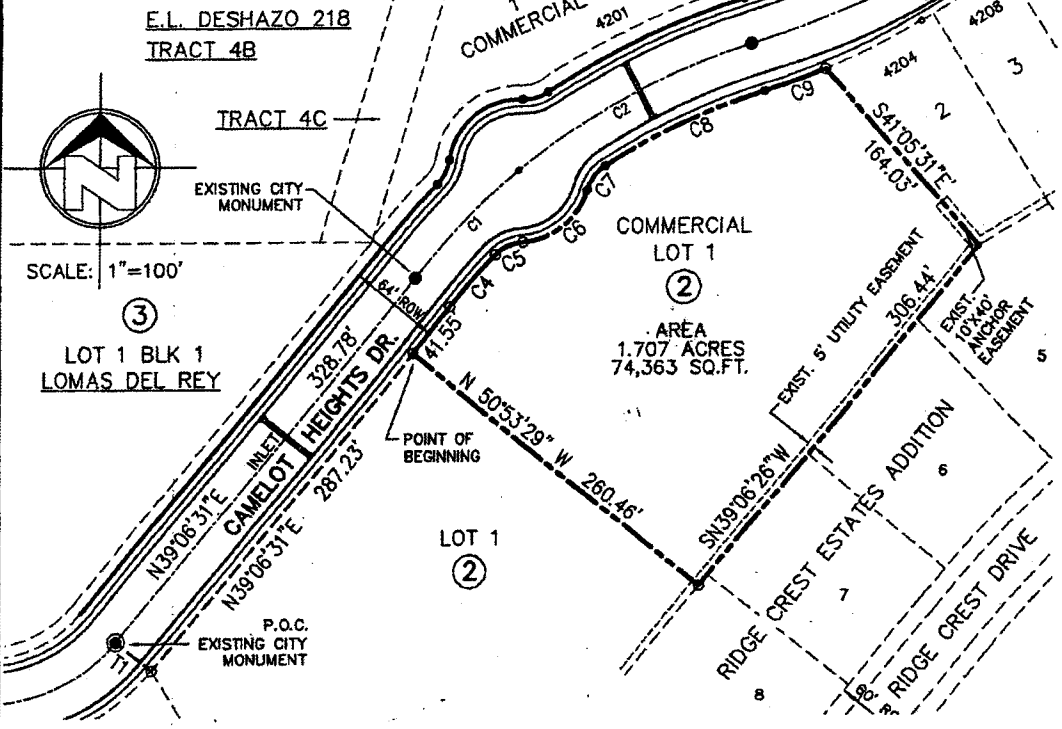
MY COMMISSION EXPIRES: 1-22-15

4200 Camelot West/2nd Amend DecCondo redline 9-14

LIST OF EXHIBITS

- Exhibit "A" - Description of Property
- Exhibit "B" - Plat Showing Location of Each Unit and other Improvements
- Exhibit "C" - Designation of the Percentage Interest associated with each Unit
- Exhibit "D" - Demising Wall Section As Built

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	496.00'	104.51'	52.45'	104.32'	N44°35'08"E	12°04'22"
C2	496.00'	185.66'	93.93'	184.58'	N61°20'44"E	21°26'48"
C3	800.00'	186.55'	93.70'	186.13'	N65°23'19"E	13°21'38"
C4	464.00'	48.63'	24.34'	48.61'	N42°06'37"E	6°00'17"
C5	30.00'	21.55'	11.26'	21.09'	N65°41'20"E	41°09'08"
C6	50.00'	81.21'	35.10'	57.46'	N51°11'34"E	70°08'40"
C7	30.00'	21.55'	11.26'	21.09'	N36°41'48"E	41°09'08"
C8	464.00'	122.48'	61.60'	122.13'	N64°50'06"E	15°07'27"
C9	500.00'	44.39'	22.21'	44.37'	N69°51'12"E	5°05'04"



ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 480212-175B, DATED 09-04-91 THIS PROPERTY LIES IN FLOOD ZONE "X"

ZONE "X" AREAS OF MINIMAL FLOODING.

DUE TO INHERENT INACCURACIES OF FEMA OR FLOOD INSURANCE RATE MAPS THIS SURVEYOR DOES NOT CERTIFY TO THE ACCURACY OF LOCATIONS BASED ON SUCH MAPS. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

NOTE: ALL INFORMATION SHOWN HEREON WITH RESPECT TO UNDERGROUND CONDITIONS WAS DETERMINED BY DATA COLLECTED THROUGH SURVEY CREW OBSERVATION AND OTHER INFORMATION TAKEN FROM EXISTING PLANS AND MAPS OF RECORD. NO UNDERGROUND UTILITIES EXISTING OR ABANDONED WERE EXPOSED OR LOCATED.

UNLESS SPECIFICALLY ACCEPTED BY SLI ENGINEERING, INC IN WRITING, SLI ENGINEERING, INC. MAKES NO CLAIM, EXPRESSED OR IMPLIED, AS TO THE UNDERGROUND SITE CONDITIONS.

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This map and survey are being provided solely for the use of Camelot Point L.L.C. and no license has been created, expressed or implied, to copy the surveys and/or map(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon November 17, 2008.

LINE TABLE		
TANGENT	BEARING	DISTANCE
T1	S50°33'29"E	32.00'
T2	N58°42'30"E	14.00'

- NOTES:
1. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT OF SURVEY.
 2. FOUND 1/2" IRON WITH SLI CAP STAMPED TX 2998 ON ALL PROPERTY CORNERS UNLESS OTHERWISE INDICATED.
 3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
 4. NO BUILDINGS EXIST ON THE PROPERTY.
 5. OWNER SHALL OBTAIN PLATTING DETERMINATION FROM THE CITY OF EL PASO.



PLAT OF BOUNDARY

SLI ENGINEERING, INC.
 CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS
 6600 WESTWIND DRIVE
 EL PASO, TEXAS 79912
 915-584-4457

JOB #: 09-06-2440 DR. BY: SW
 SCALE: 1"=100' F.B. #: ***
 DATE: 11/17/2009 DWG.: Cam2AcresConVdw\Com2AcresAdj.plt

A PORTION OF LOT , BLOCK 2, CAMELOT HEIGHTS UNIT 2, REPLAT "A", AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS

CERTIFICATION
 I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

[Signature]
 GUILLERMO LICON, R.P.L.S.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS LICENSE NO. 2998

Property Description: A portion of Lot 1, Block 2, Camelot Heights Unit 2, Replat "A", an addition to the city of El Paso, El Paso County, Texas.

LEGAL METES AND BOUNDS

The parcel of land herein described is a portion of Lot 1, Block 2, Camelot Heights Unit 2, Replat "A", an addition to the city of El Paso, El Paso County, Texas and is more particularly described by metes and bounds as follows:

Commencing at an existing city monument lying on the centerline of Camelot Heights Drive (a 64' public right-of-way); Thence, South 50° 53' 29" East, a distance of 32.00 feet to a ½" iron pin with SLI cap lying on the southeasterly right-of-way line of said Camelot Heights Drive; Thence, North 39° 06' 31" East, along said right-of-way line, a distance of 287.23 feet to a ½" iron pin with SLI cap found for the TRUE POINT OF BEGINNING of this description.

THENCE, North 39° 06' 31" East, along said right-of-way line, a distance of 41.55 feet to a ½" iron pin with SLI cap found for a corner;

THENCE, continuing along said right-of-way line, a distance of 48.63 feet along the arc of a curve to the right whose radius is 464.00 feet, whose central angle is 6° 00' 17" and whose long chord bears North 42° 06' 37" East a distance of 48.61 feet to a ½" iron pin with SLI cap found for corner;

THENCE, continuing along said right-of-way line, a distance of 21.55 feet along the arc of a curve to the right whose radius is 30.00 feet, whose central angle is 41° 09' 08" and whose long chord bears North 65° 41' 20" East a distance of 21.09 feet to a ½" iron pin with SLI cap found for corner;

THENCE, continuing along said right-of-way line, a distance of 61.21 feet along the arc of a curve to the left whose radius is 50.00 feet, whose central angle is 70° 08' 40" and whose long chord bears North 51° 11' 34" East a distance of 57.46 feet to a ½" iron pin with SLI cap found for corner;

THENCE, continuing along said right-of-way line, a distance of 21.55 feet along the arc of a curve to the right whose radius is 30.00 feet, whose central angle is 41° 09' 08" and whose long chord bears North 36° 41' 48" East a distance of 21.09 feet to a ½" iron pin with SLI cap found for corner;

THENCE, continuing along said right-of-way line, a distance of 122.48 feet along the arc of a curve to the right whose radius is 464.00 feet, whose central angle is 15° 07' 27" and whose long chord bears North 64° 50' 06" East a distance of 122.13 feet to a ½" iron pin with SLI cap found for corner;

THENCE, continuing along said right-of-way line, a distance of 44.39 feet along the arc of a curve to the left whose radius is 500.00 feet, whose central angle is 5° 05' 04" and whose long chord bears North 69° 51' 12" East a distance of 44.37 feet to a ½" iron pin with SLI cap found on the line common to said Lot 1, Block 2 and to Lot 2, Block 2;

THENCE, South 41° 05' 31" East, along said common line, a distance of 164.03 feet to a ½" iron pin with SLI cap found for corner;

THENCE, South 39° 06' 26" West, a distance of 306.44 feet to a ½" iron pin with SLI cap found for corner;

THENCE, North 50° 53' 29" West, a distance of 260.46 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 1.707 Acres (74,363.Sq. Ft.) more or less.

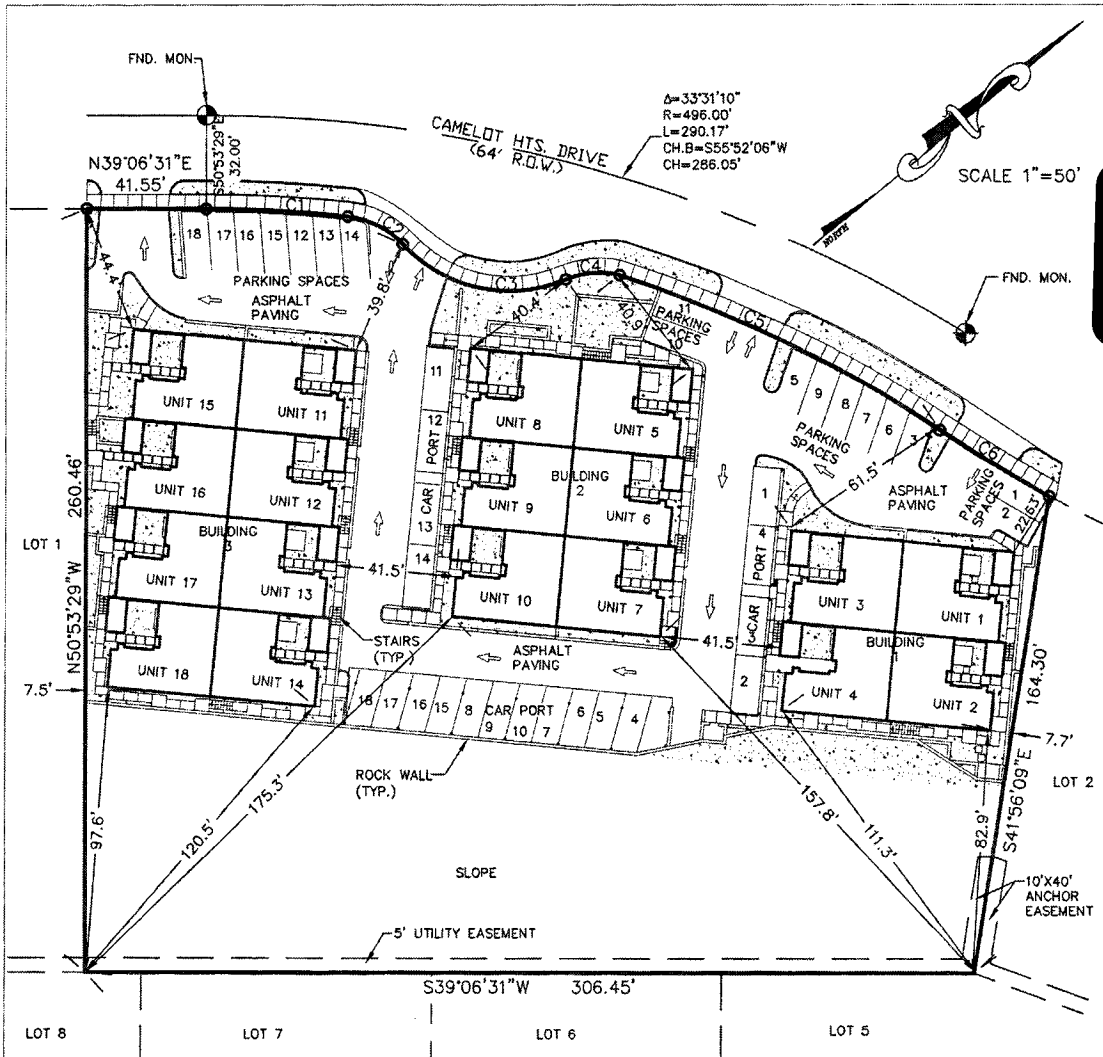


EXHIBIT B

This plan represents a survey of the to be built improvements made by me or under my supervision and is in compliance with the current technical standards of the Texas Board of Professional Surveying and contains all information required by Texas Property Code, Section 82.059, including an acknowledgment that there are no encroachments by or on any portion of the condominium; that there will be no "Limited Common Areas", that there are no easements serving or burdening any portion of the condominium and no underground utility line constructed outside a recorded easement; and that there are no vertical unit boundaries and/or upstairs units not shown on the plan.

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CH-BEARING
C1	48.63	464.00	5°00'17"	24.34	48.61	S42°06'39"W
C2	21.55	30.00	41°09'08"	11.26	21.09	S65°41'22"W
C3	61.21	50.00	70°08'40"	35.10	57.46	N51°11'36"E
C4	19.12	30.00	36°31'19"	9.90	18.80	S34°22'56"W
C5	122.48	464.00	15°07'27"	61.60	122.12	S64°50'06"W
C6	44.39	500.20	5°05'04"	22.21	44.37	N69°51'17"E

EXECUTED this 14 day of Oct, 2014.

TIULA ARCHITECTS LLC.
 By: B. J.
 Name: Bashar Abugalyon
 Title: P.E., licenced in Texas

STATE OF TEXAS
 COUNTY OF EL PASO
 Before me, Bashar Abugalyon, on this 14 day of Oct, 2014
 personally appeared Bashar Abugalyon
Keystone Residences, L.L.C.

Notary Public for the State of Texas

PLAT OF SURVEY BEING
 A PORTION OF LOT 1, BLOCK 2
 CAMELOT HEIGHTS UNIT 2 REPLAT "A"
 CITY OF EL PASO, EL PASO COUNTY, TEXAS
 RECORDED IN INSTRUMENT NO. 20080036789
 EL PASO COUNTY RECORDS

PREPARED BY AND UNDER THE SUPERVISION OF

Enrique A. Rey
 ENRIQUE A. REY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS NO. 3505

NOTE:
 THIS PROPERTY LIES IN ZONE C, AS DESIGNATED BY THE
 F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL
 NO.480214 0033E, DATED, OCTOBER 15, 1982 EL PASO
 COUNTY, TEXAS

D.M.	OCTOBER 13, 2014
JOB NO. 2014-685	SIERRA TITLE
REY ENGINEERING INC.	
CONSULTING ENGINEERING-SURVEYING-LAND PLANNING	
9434 VISCOUNT DR. SUITE 148 EL PASO TEXAS, 79925	
PH. (915)309-1889 FAX (915) 633-8060	
TEXAS FIRM REGISTRATION F-3368	

ENRIQUE REY
 Notary Public, State of Texas
 My Commission Expires
JANUARY 22, 2015

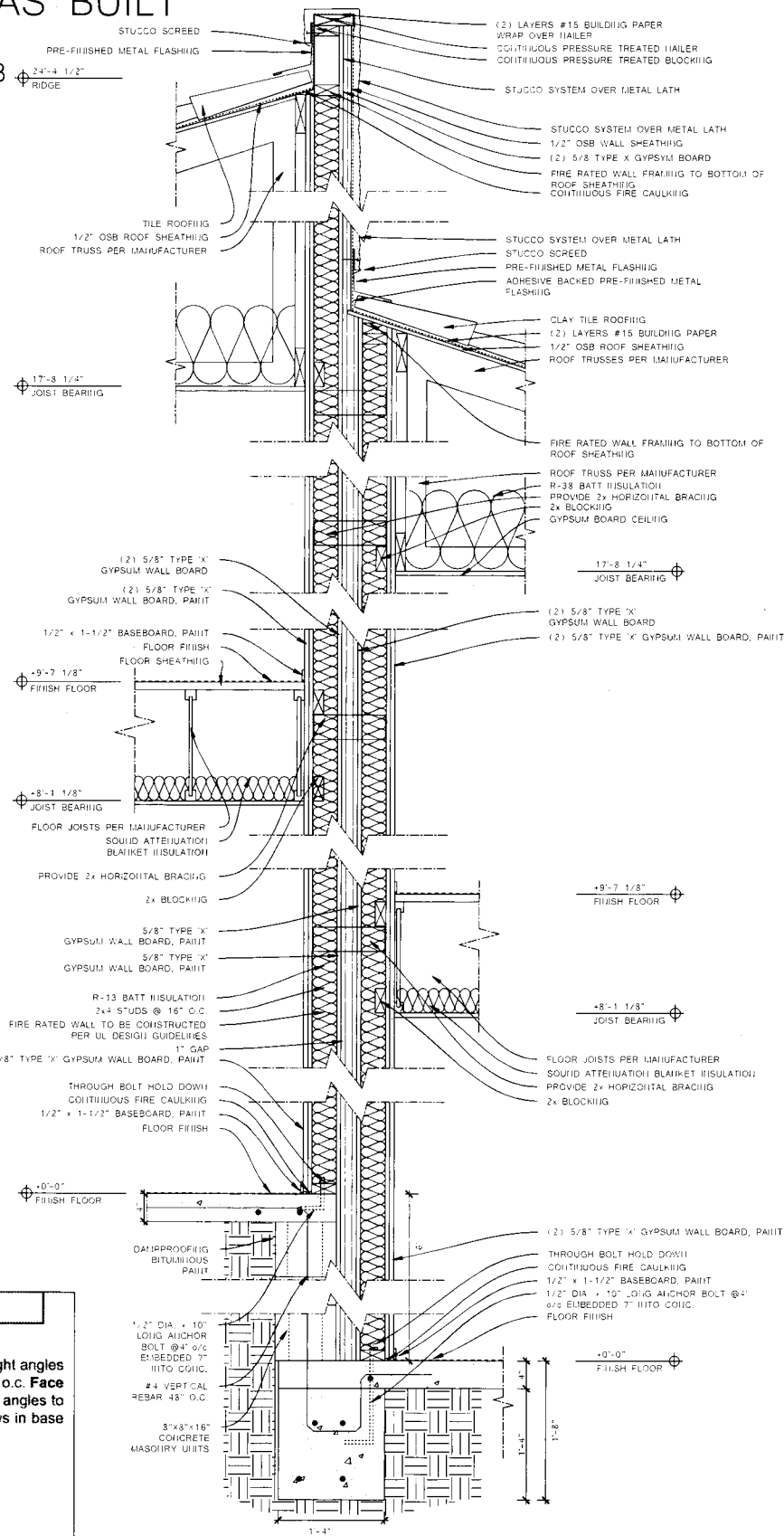
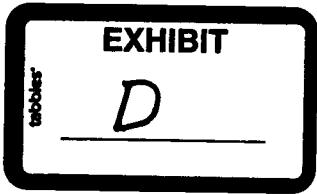
EXHIBIT "C"

**Each Unit's Percentage Interest pursuant to
Section 1.1, n., shall be 5.55%.**

2x (DOUBLE) WP 4136 2-HOUR FIRE RATED WALL DEMISING WALL SECTION AS BUILT

SCALE 1/2" = 1'-0"
STC (SOUND TRANSMISSION CLASS) 63 \pm 24" - 4 1/2" RIDGE

September 29, 2014



2 HOUR FIRE	40 to 44 STC SOUND
<p>Thickness: 6 1/8"</p> <p>Approx. Weight: 12 psf</p> <p>Fire Test: SWRI 01-5920-614, 12-5-94</p> <p>Sound Test: See WP 4135 (NGC 2363, 4-1-70)</p>	

GA FILE NO. WP 4136 **GENERIC**

GYPSUM WALLBOARD, WOOD STUDS

Base layer 5/8" type X gypsum wallboard or veneer base applied parallel or at right angles to each side of 2 x 4 wood studs 16" o.c. with 1 1/4" Type W drywall screws 12" o.c. **Face layer** 5/8" type X gypsum wallboard or veneer base applied parallel or at right angles to each side with 1 1/8" Type W drywall screws 12" o.c. and offset 6" from screws in base layer.

Joints staggered 16" each layer and side. (LOAD-BEARING)

Doc# 20140066119
#Pages 35 #NFPages 1
10/14/2014 1:16:43 PM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$162.00

36
A

I hereby certify that this instrument was filed on the date and time stamped
hereon by me and was duly recorded by document number in the Official
Public Records of Real Property in El Paso County.



EL PASO COUNTY, TEXAS

Delia Briones