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AMENDED
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COLONIA ESCONDIDA

THIS DECLARATION, made on the date hereinafter set forth by FRONTERA GARDENS, INC. (N.S.L.) a New Mexico corporation authorized to do business in the State of Texas, hereinafter referred to as "Declarant."

W I T N E S S E T H:

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

COLONIA ESCONDIDA, an Addition to the City of El Paso, El Paso County, Texas, according to the Amended Map and Replat thereof recorded in Volume 42, Page 15 of the Plat Records of El Paso County, Texas.

The land which is being replatted as COLONIA ESCONDIDA is described on Exhibit "A", which is attached hereto and made a part hereof for all purposes.

WHEREAS, Declarant is the owner of certain property adjacent to COLONIA ESCONDIDA, which property is located in Dona Ana County, New Mexico, and is more particularly described as:

489- 447

A portion of Section 6, Township
29 South, Range 4 East, N.M.P.M.,
Dona Ana County, New Mexico, as more
fully described on Exhibit "B" which
is attached hereto and made a part here-
of for all purposes.

WHEREAS, it is the desire and intention of Declarant
to sell the residential lots in COLONIA ESCONDIDA, and to
impose on all of the above described property beneficial
restrictions under a general plan of improvement for the
benefit of all of the above described property and the future
owners of such property.

WHEREAS, the Declarant has heretofore filed a Declaration
of Covenants, Conditions and Restrictions for COLONIA ESCONDIDA
in Volume 439, Page 1156 and Volume 453, Page 1683 of the Deed
Records of El Paso County, Texas and in Volume 101, Page 29-57
and Volume 101, Page 717-721 of the Miscellaneous Records
of Dona Ana County, New Mexico. This amended Declaration of
Covenants, Conditions and Restrictions for COLONIA ESCONDIDA
completely supercedes and replaces said original Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, conveyed, encumbered,
leased, rented, used, occupied and improved subject to the
following easements, limitations, restrictions, conditions
and covenants, all of which are declared to be in furtherance

of a plan for the subdivision, improvement and sale of the above described property, and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the above described property and every part thereof. All of the easements, limitations, restrictions, conditions and covenants shall run with the above described land and shall be binding on all parties having or declaring any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns, and inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to COLONIA ESCONDIDA ASSOCIATION, INC., its successors and assigns. The Association is a nonprofit corporation organized under the laws of the State of Texas and authorized to operate in the State of New Mexico.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to all real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is the property located in Dona Ana County, New Mexico, described on Exhibit "B". No portion of the Common Area shall be used as a residence or dwelling. The Common Area shall be for the common use and enjoyment of the members of the Association subject to the rules and regulations of the Association. The Common Area shall also be used as a ponding area for COLONIA ESCONDIDA sufficient to satisfy the requirements of the City of El Paso for drainage from COLONIA ESCONDIDA. The Declarant intends to initially landscape the Common Area and to construct on the Common Area the following facilities which will be turned over to the Association: tennis courts, a swimming pool, a community building, ponding area, and a private road. No portion of the Common Area may be used for the dumping or burning of garbage or trash.

Section 5. "Lot" shall mean and refer to any lot shown on the aforesaid Replat of COLONIA ESCONDIDA.

Section 6. "Declarant" shall mean and refer to FRONTERA GARDENS, INC. (N.S.L.), its successors or assigns if such successors or assigns are merchant home builders who acquire more than one unimproved Lot from the Declarant for the purpose of constructing permanent improvements thereon.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, including the Common Open Space, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use any recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) During the existence of these covenants, the Common Area shall be maintained by the Association

in an appropriate manner in accordance with the intent of these covenants.

→ (d) Upon written consent of not less than two-thirds (2/3) of each class of members, the Association may dedicate said Common Area, or any part thereof, to any governmental unit, if the other governmental unit agrees to accept such dedication, for public use and maintenance.

(e) The use of the Common Area shall be limited to Owners who physically reside in the dwelling on the Lot owned by the Owner. Such use may be delegated by the Owner as hereinafter set out.

(f) The exercise by the Association of any and all of the rights granted to it by the laws of the State of Texas, the laws of the State of New Mexico, this Declaration, the Articles of Incorporation of the Association, and/or the By-Laws of the Association.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association and the rules and regulations established by the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers. Such persons must physically reside in the dwelling located on the Lot owned by such Owner. The Association may provide for visitors or guest privileges with such restrictions and regulations as the Association shall determine.

Section 3. No Dedication. The Common Area is not dedicated in any manner for use by the general public, but is limited and specifically restricted to the sole use and enjoyment of the Owners, and those to whom the use is properly delegated as herein provided.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant.

(a) Class A members shall be entitled to one (1) vote for each Lot owned.

(b) When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine. In no event shall more than one (1) vote be cast with respect to any Lot.

(c) The vote cast by Absentee Owners on any one matter shall not exceed forty-nine percent (49%) of the total vote cast. Absentee Owners shall mean those Owners who do not physically reside in the dwelling on

the Lot which they own. If a Lot is owned by more than one (1) person, and at least one (1) of the Owners physically resides in the dwelling on the Lot in which he owns an interest, then the vote cast for that Lot shall not be considered as being cast by an Absentee Owner. These rules shall apply to all matters voted upon by the Association membership.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

(b) On December 31, 1977.

Cumulative voting is not permitted.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the

Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. If there is more than one Owner, the personal obligation shall be joint and several. These provisions shall be binding upon all successors in title to the original Owner, regardless of the manner in which such successor acquires title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Eighty Dollars (\$180.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors each year not more than three percent (3%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above three percent (3%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) The assessment for each Lot owned by Class A members shall be the same.

(e) The assessment for each Lot owned by Class B members shall be set annually by the Board of Directors of the Association at an amount not less than twenty-five percent (25%) of the assessment for a Lot owned by Class A members, provided, however, if on January 1 of any year, a Lot owned by a Class B member is being physically occupied as a dwelling, then the assessment for such Lot shall be the same as the assessment for Lots owned by Class A members.

(f) When a Lot is transferred from a Class B to a Class A member, the assessment for such Lot shall be prorated so that the assessment from January 1 to the date of the conveyance shall be paid on the basis of a Class B assessment, and the assessment from the date of such conveyance to the end of that calendar year shall be on the basis of a Class A assessment.

(g) All assessments shall be levied on a calendar year basis, but the Board of Directors of the Association may provide for the assessments to be paid on a monthly or other installment basis.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At a meeting called for such purpose, the presence of members and/or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and

the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots owned by Class A members; provided, however, where a Class A member owns two or more connected Lots and has erected only one residence thereon, the Board of Directors may reduce the assessment on the second and succeeding Lots to not less than fifty percent (50%) of the standard Lot assessment.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge,

furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

→ Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. If it becomes necessary for the Association to place an assessment in the hands of an attorney for collection, or if any assessment is collected through bankruptcy, probate or other court proceedings, then the Owner against whom such assessment was levied, his successors or assigns, shall be obligated to pay reasonable attorney's fees in addition to such assessment and interest.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a purchase money first mortgage foreclosure or any proceeding in lieu thereof, shall

extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V



ARCHITECTURAL CONTROL

No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line unless similarly approved.

The Architectural Control Committee is composed of GEORGE D. THOMAS, 933 Hawkins, El Paso, Texas 79915; A. H. LAFVING, 420 Texas Avenue, El Paso, Texas 79901; and JONATHAN W. ROGERS, 420 Texas Avenue, El Paso, Texas 79901. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the

members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

The membership of the committee may be changed and any of the powers and duties of the committee may be added to, withdrawn from the committee, or restored to the committee, upon the assent of two-thirds (2/3) of the votes of each class of members of the Association who are voting in person or by proxy at a meeting duly called for this purpose. Written notice and quorum requirements for such a meeting shall be the same as those set out in Section 5 of Article IV hereof.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE VI
USE OF THE PROPERTIES

Section 1. Common Area. The Common Area shall be used to promote the recreation, health, safety and welfare of the residents of the Properties. The Common Area shall also be used as a ponding area for COLONIA ESCONDIDA. The Association shall maintain the Common Area in such a way that it will satisfy the requirements of the City of El Paso for drainage from COLONIA ESCONDIDA. The drainage area contributing to the ponding area, and the size, shape, or use of the ponding area shall not be changed after construction is approved by the City of El Paso, except with the written approval of the City of El Paso. The Association shall maintain the Common Area in a neat and clean condition, shall keep the grass and weeds mowed, and shall not permit the dumping or burning of garbage or trash on the Common Area. The Association shall make sure that the Common Area complies with all applicable laws, regulations and ordinances of all governmental units having jurisdiction over the Common Area. The Association shall not allow any nuisances on the Common Area and shall exercise appropriate mosquito control on the Common Area. It is the specific intent of these covenants that the Common Area be maintained in a park-like atmosphere.

Section 2. Lot Use. Each Lot shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height, and a private garage and/or carport for not more than two cars. The private garage and/or carport may be either attached or detached from the dwelling. Accessory buildings to be used for storage and other purposes incidental to the use of the main building as a single-family dwelling shall be permitted. The dwelling, accessory buildings, garage and/or carport, and all other improvements erected on the Lot shall be erected in conformity with the architectural control described in Article V hereof, and the other restrictions contained in this Declaration. No dwelling shall be occupied by more than one family. The dwelling shall be the only building on any Lot to be used as a temporary or permanent place of lodging for any person or persons and no dwelling shall be used as a temporary or permanent place of lodging by more than eight (8) persons.

Section 3. Dwelling, Quality and Size. The ground floor area of any dwelling (exclusive of one-story open porches, carports and garages shall not be less than 1,200 square feet for a one-story dwelling, nor less than 900 square feet for a one and one-half or two-story dwelling.

Section 4. Location of Improvements on Lot.

(a) The location of all buildings, fences, walls, carports, garages and other improvements on each Lot shall be specified by the architectural control committee as described in Article V hereof.

(b) No building shall be located on any Lot nearer than 25 feet to the front property line, nor nearer than 10 feet to any side street line.

(c) No building shall be located nearer than 5 feet to an interior Lot line, except that no side yards shall be required for a garage or other permitted accessory building located 60 feet or more from the front property line of the Lot. No dwelling shall be located nearer than 30 feet to the rear Lot line.

(d) In no event shall any building be located on any Lot nearer the front property line or the side street line than the building setback Line as shown on the aforesaid replat of COLONIA ESCONDIDA.

(e) All permitted accessory buildings must be located in the rear yard.

(f) For the purpose of these covenants, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot.

(g) No dwelling shall be located on any Lot having an average lot width of less than 68 feet, nor shall any dwelling be located on any Lot having an area of less than 7,700 square feet.

Section 5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved over the Properties shown on the aforesaid replat of COLONIA

ESCONDIDA. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it, shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 6. Nuisances. No noxious, offensive, illegal or immoral activity shall be carried on upon any portion of the Properties, nor shall anything be done on any portion of the Properties which shall constitute or may become an annoyance to the neighborhood.

Section 7. Other Structures and Storage. No structure of a temporary character (other than those necessary during the construction or remodeling on any portion of the Properties), trailer, tent, shack, or barn shall be erected or used for any purpose whatsoever on any Lot. No trailer shall be used as a place of storage, residence or office anywhere within the Properties on either a temporary or permanent basis. No trailer, boat or vehicle shall be parked or stored, and no other personal property shall be left or stored except

within the dwelling, within the garage or carport, or in the rear yard of the dwelling.

Section 8. Business Use. No portion of the Properties, nor any portion of buildings erected thereon, shall be used for any trade, business, profession or occupation of any nature whatsoever.

→ Section 9. Animals. No animals, livestock, poultry or fowl of any kind may be raised, bred or kept on any of the Lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial or breeding purpose. No more than two dogs and no more than two cats shall be kept on any Lot.

Section 10. Signs. No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

Section 11. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any of the Properties, nor shall oil wells, tanks, tunnels, mineral

excavations or shafts be permitted upon or in any of the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of the Properties.

Section 12. Garbage and Refuse Disposal. No portion of the properties shall be used or maintained as a dumping ground for garbage, trash, rubbish, grass or yard clippings. Trash, garbage or other waste shall not be kept except in sanitary containers.

Section 13. Site Distance at Intersections. No fence, wall, hedge, shrub, tree or other planting which obstructs site lines at elevations between one and twelve feet above the roadways shall be maintained or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same site-line limitation shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site-lines.

Section 14. Additional Powers of the Association. In addition to all other powers granted to the Association herein, or granted to the Association by the Charter or By-Laws of the Association, or the laws of the State of Texas, or the laws of the State of New Mexico, the Association, acting through its Board of Directors, shall have the right to:

(a) Regulate the use of the Common Area and the facilities erected thereon, charge fees for the use of such facilities, and make regulations concerning the conduct of persons within the Common Area.

(b) Prohibit or restrict solicitations within the Common Area.

(c) Prohibit or restrict political activities and political signs within the Common Area.

(d) Provide for visitors or guest privileges with such restrictions, regulations and fees as the Board shall determine.

(e) Borrow money and execute mortgages as provided in the Articles of Incorporation of the Association.

(f) Grant easements over the Common Area and construct roads, sidewalks, trails, or other improvements over the Common Area.

(g) Provide guard service.

(h) Exempt from the assessments herein described, and the liens in connection therewith, any Lot owned by the Association and used for the benefit of the Association (other than as a rental unit).

(i) Exempt from the assessments herein described, and the liens in connection therewith, any Lot used as a place of residence by a resident manager.

(j) Make all such other rules or regulations as the Board of Directors shall deem necessary or desirable to maintain the Common Area, to promote the recreation, health, safety and welfare of the Owners, and to provide for the protection of persons and property.

(k) Grant exceptions or variances to any of its rules and regulations.

Section 15. Discrimination. Nothing herein shall allow the Association, or its Board of Directors, to discriminate in favor of or against any political party or any political candidate, nor to discriminate in favor of or against any person because of his or her sex, race, creed, color, national origin or religion. The Board of Directors shall have the right, however, to prohibit the holding of religious services within the Common Area.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, rules, regulations and charges now or hereafter imposed by or under the authority of the provisions of this Declaration, the Articles of Incorporation or By-Laws of the Association, the laws of the State of Texas, or the laws of the State of New Mexico. In addition, the Association shall have the right to suspend the voting rights and right to use of the recreational facilities by an Owner and the members of his family for a period not to exceed sixty (60) days for any infraction of any of such items. Failure by the Association

or by any Owner to enforce any of such items shall in no event be deemed a waiver of the right to do so thereafter.

If any suit for injunction is brought for the enforcement (whether to prevent a violation or threatened violation) of any of such items, no bond or other security shall be required of the party bringing such action in order to secure the issuance of a temporary restraining order, temporary injunction or final injunction. If the application for injunction is contested and the party bringing the action for injunction prevails, the party against whom such injunction is sought shall pay all costs of court and reasonable attorney's fees to the attorney for the prevailing party as determined by the court.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions. Such other provisions shall remain in full force and effect.

Section 3. Term. These covenants shall run with the land and shall be binding upon all parties or persons claiming any interest in the Properties until this Declaration is amended or terminated as hereinafter set out.

Section 4. Amendment or Termination. This Declaration may be revoked, amended or terminated upon the arrival of the Owners, the City Plan Commission of the City of El Paso Texas, and the Dona Ana County Commissioners in the following manner:

(a) A written instrument setting forth the amendments, changes or termination signed and acknowledged by the Owners of not less than seventy-five percent (75%) of the Lots.

(b) Approval by the City Plan Commission of the City of El Paso, Texas, of the amendments, changes or termination approved by the Owners. The City of El Paso's interest in these covenants may be released at any time without the consent of any third person benefited thereby. The release shall be made by the City Plan Commission, and shall be evidenced by the recording of an instrument to that effect in the Deed Records of El Paso County, Texas. Thereafter, this Declaration may be amended, changed or terminated at any time without the consent of the City Plan Commission of the City of El Paso, Texas.

(c) Approval by the Dona Ana County Commissioners of Dona Ana County, New Mexico, of the amendments, changes or termination approved by the Owners. Dona Ana County's interest in these covenants may be released at any time without the consent of any third person benefited thereby. The release shall be made by the Dona Ana County Commissioners and shall be evidenced by the recording of an instrument to that effect in the Deed Records of Dona Ana County, New Mexico. Thereafter, this Declaration may be amended, changed or terminated at any time without the consent of the Dona Ana County Commissioners.

No amendments, changes or termination of this Declaration shall be effective until all of the approvals described above have been secured. Instruments evidencing such approval shall be recorded in the Deed Records of El Paso County, Texas and Dona Ana County, New Mexico.

Section 5. Annexation of Additional Property.

(a) Permitted Area. Additional residential property and/or Common Area within the area described in Volume 217, Pages 126 and 127, and Volume 217,

Pages 535 and 536 of the Deed Records of Dona Ana County, New Mexico, may be annexed to the Properties by the Declarant without the consent of the Owners within five (5) years from the date of this instrument, provided that the Federal Housing Administration or the Veterans Administration determine that the annexation is in accordance with the general plan heretofore approved by them.

(b) Additional Property. Other additional residential property and/or Common Area may be annexed to the Properties upon the securing of all of the following approvals:

(1) The assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting of the Association duly called for this purpose.

(2) The determination by the Federal Housing Administration or the Veterans Administration that the annexation is in accord with the general plan heretofore approved by them.

(3) The approval by the City Plan Commission of the City of El Paso, Texas, if such additional property is within the jurisdiction of said City.

(4) Approval by the County Commissioners of Dona Ana County, New Mexico, if such additional property is within the jurisdiction of said Commissioners.


Section 6. Notices. Any notices required or desired to be sent to the Owners shall be in writing and sent to each Owner at the address of the Lot which he owns by first class United States mail with postage prepaid. Such notices shall be effective upon posting, even though delivery is not made or is delayed. Notices to Class B members shall be sent in like manner to 420 Texas Avenue, El Paso, Texas 79901, or



to such other address as the Class B member shall furnish to the Association.

Section 7. Revocation. Anything in this Declaration to the contrary notwithstanding, if no Lot within the Properties is conveyed to an Owner within four (4) years from the date of the filing of this Declaration for recording in the Office of the County Clerk of El Paso County, Texas, then the Declarant may, at any time after the expiration of said four (4) year period (but before the conveyance of any Lot to any Owner), at its option, terminate this Declaration and all of the restrictions, covenants and obligations contained herein, by filing an instrument to that effect in the Deed Records of El Paso County, Texas, and Dona Ana County, New Mexico.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has set its hand and seal this 17th day of October, 1973.

FRONTERA GARDENS, INC. (N.S.L.)

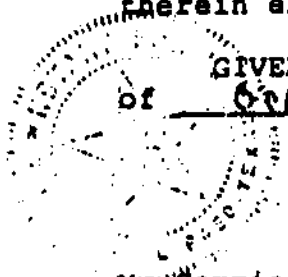
By: 
GEORGE D. THOMAS
Vice President

 Attest:

Secretary

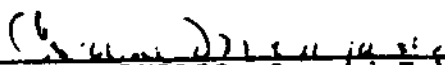
THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE D. THOMAS, Vice President of FRONTERA GARDENS, INC. (N.S.L.), a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed, and as the act and deed of said corporation.

GIVEN, UNDER MY HAND AND SEAL OF OFFICE this 17th day of October, 1973.



My Commission expires:
June 1, 1975


NOTARY PUBLIC, In and For
El Paso County, Texas

WILLIAMS ENGINEERING COMPANY
CIVIL ENGINEERS • SURVEYORS

Telephone (AC 915) 3
104 North Kansas St.
EL PASO, TEXAS 79

November 29, 1971

PROPERTY DESCRIPTION

Being the description of 46.589 acres of ground known as Tracts 23, 24 and 25, Block 2, Upper Valley Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Beginning at the intersection of the Texas and New Mexico boundary line and the Northerly line of Frontera Road;

THENCE along the Texas and New Mexico boundary line North $87^{\circ}37'30''$ West a distance of 120.87 feet to Boundary Monument Number 91;

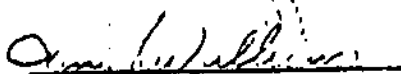
THENCE along the Texas and New Mexico boundary line North $46^{\circ}00'10''$ West a distance of 1816.27 feet to Boundary Monument Number 90;

THENCE along the Texas and New Mexico boundary line North $19^{\circ}09'44''$ West a distance of 276.54 feet to a point;

THENCE North $56^{\circ}04'00''$ East a distance of 1119.97 feet along the boundary line between Tracts 22 and 23 of said Block 2 to a point;

THENCE along the Westerly line of Lateral C-1 South $31^{\circ}06'$ East a distance of 2116.06 feet;

THENCE along the Northerly line of Frontera Road South $55^{\circ}55'00''$ West a distance of 608.70 feet to the point of beginning.


Jerry L. Williams, P.E.

WILLIAMS ENGINEERING COMPANY
CIVIL ENGINEERS • SURVEYORS

Telephone (AC 915) 532 848
104 North Kansas Street
EL PASO, TEXAS 79900

May 23, 1972

PROPERTY DESCRIPTION

Being the description of 1.77th acres of ground out of Tract 7 and Tract 8, Section 6, Township 24 North, Range 3 East, S. M. P. M., Dona Ana County, New Mexico and being more particularly described by notes and bounds as follows:

Beginning at Boundary Monument Number 99 on the boundary line between the states of Texas and New Mexico;

THENCE South $46^{\circ}00'10''$ East a distance of 255.60 feet along the boundary line between the states of Texas and New Mexico to a point;

THENCE South $56^{\circ}04'00''$ West a distance of 171.42 feet to a point on the Easterly line of Girl Scout Road;

THENCE North $33^{\circ}59'00''$ West a distance of 517.40 feet along the Easterly line of Girl Scout Road to a point;

THENCE North $56^{\circ}04'00''$ East a distance of 188.91 feet to a point on the boundary line between the states of Texas and New Mexico;

THENCE South $19^{\circ}09'44''$ East a distance of 276.54 feet along the boundary line between the states of Texas and New Mexico to the point of beginning.


Jerry L. Williams, P. E.

W-2556

EXHIBIT "B"
(Part 1 of 2 Parts)
to the
DECLARATION OF COVENANTS, CONDITIONS

AROL 4710

WILLIAMS ENGINEERING COMPANY
CIVIL ENGINEERS • SURVEYORS

Telephone (AC 915) 532 8467
104 North Kealey Street
EL PASO, TEXAS 79901
December 9, 1971

PROPERTY DESCRIPTION

Being the description of 3.866 acres of ground out of Tract 8, Section 6, Township 29 South, Range 4 East, N.M.P.M., Dona Ana County, New Mexico and being more particularly described by metes and bounds as follows:

Beginning at a point on the boundary line between the States of Texas and New Mexico which bears South $46^{\circ}00'10''$ East a distance of 816.27 feet from Boundary Monument Number 90;

THENCE South $46^{\circ}00'10''$ East a distance of 812.50 feet along the boundary line between the States of Texas and New Mexico to a point;

THENCE South $43^{\circ}59'51''$ West a distance of 10.0 feet to a point;

THENCE North $40^{\circ}00'10''$ West a distance of 342.50 feet to a point;

THENCE South $43^{\circ}59'51''$ West a distance of 384.68 feet to a point on the Easterly right-of-way line of Girl Scout Road;

THENCE North $33^{\circ}59'00''$ West a distance of 511.55 feet along the Easterly right-of-way line of Girl Scout Road to a point on the Southerly right-of-way line of 60.0 feet private road;

THENCE 290.28 feet along a curve to the left which has a central angle of $12^{\circ}01'10''$, a radius of 1383.73 feet, and a long chord which bears North $50^{\circ}00'26''$ East a distance of 289.75 feet to the point of beginning.

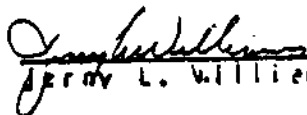

Jerry L. Williams, P.E.

EXHIBIT "A"
(Part 2 of 2 Parts)
to the

DESCRIPTION OF COVENANTS' CONDITIONS

489- 477

KEY PUNCHED

63763

STATE OF TEXAS COUNTY OF EL PASO
I hereby certify that the instrument recorded on this date and date of recording herein is a true and correct copy of the original as the same appears of record in the public records of El Paso County, Texas, as shown to me by the

NOV 20 1973



Colonie Escandada

COUNTY CLERK, EL PASO COUNTY, TEXAS

COUNTY CLERK
EL PASO, TEXAS

Alvin D. Jones

see

Colonie Escandada

Ret: Sub-land Inc.
4141 Pinnacle, Suite 208
489: 47