

**FIRST AMENDED AND RESTATED**  
**DECLARATIONS OF**  
**CORONADO COVE CONDOMINIUMS**

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## EXHIBITS

- A. Legal description of Condominium.
- B. Plan of entire Property showing the boundary lines of Condominium, Units, types, and address of each Unit.
- C. Plan of entire Property showing the General Common Areas but excluding the Limited Common Areas which comprise part of the General Common Areas.
- D. Plan of entire Property showing the Limited Common Areas.
- E. Percentage Ownership of Owners in General Common Elements.

**FIRST AMENDED AND RESTATED  
DECLARATION FOR  
CORONADO COVE CONDOMINIUMS**

This First Amended and Restated Declaration For Coronado Cove Condominiums (the "Declaration") is made on this 22<sup>nd</sup> day of February, 2006 by ROMA HOMES, INC., a Texas corporation (the "Declarant") and is as follows:

**RECITALS**

Declarant is the owner of real property situated in E Paso County, Texas, being described as a portion of Lot 1 and all of Lot 2, Block 2, LOS CERRITOS ADDITION UNIT TWO, an addition to the City of El Paso, El Paso County, Texas as shown on the Plat on file in Book 56, Page 5, of the Plat Records of El Paso County, Texas containing 1.47 acres of land more or less as shown on Exhibit "A" attached hereto and made a part hereof (the "Property"), and any improvements situated thereon;

Declarant desires to establish a condominium regime on the Property under the Texas Uniform Condominium Act, Chapter 82 of the Property Code; and,

A plan showing the location of the units, streets, access areas and other improvements on the Property is attached hereto as Exhibits "B", "C", and "D" and made a part hereof for all purposes; and,

Declarant does hereby establish a plan for the individual ownership in fee simple by the individual and separate owners thereof of estates consisting of the area, or space contained in each of the Units as individual condominium units and limited common elements containing access easements in portions thereof; and in the general common elements of shared access and parking area as tenants-in-common; and,

The Declarant intends to impose on the Property mutually beneficial restrictions for the benefit of the Owners of the Units. The Declarant further intends, in accordance with the terms set forth herein, that the Owners will govern the Property through mandatory membership in a nonprofit corporation whose formal name is Coronado Cove Condominium Association, Inc. (the "Association"); and

A Condominium Declaration for Coronado Cove was filed of record with the Real Property Records of El Paso County, Texas on August 27, 2004 under Document No. 20040081162, a First Amendment to Condominium Declaration for Coronado Cove was filed of record with the Real Property Records of El Paso County, Texas on November 10, 2004 under Document No. 20040105179, a Second Amendment to Condominium Declaration for Coronado Cove was filed of record with the Real Property Records of El Paso County, Texas on February 15, 2006 under Document No. 20060014466, and a Third Amendment to Condominium Declaration for Coronado Cove was filed of record with the Real Property

Records of El Paso County, Texas on February 8, 2006 under Document No. 20060012105. (The Condominium Declaration for Coronado Cove, First Amendment to Condominium Declaration for Coronado Cove, Second Amendment to Condominium Declaration for Coronado Cove, and the Third Amendment to Condominium Declaration for Coronado Cove shall hereinafter be collectively referred to as the "Original Declarations"); and,

Declarant desires for this Amended and Restated Declaration of Coronado Cove Condominiums to replace the Original Declarations therefore making the Original Declarations of no further effect and a nullity; and

Therefore, Declarant declares that the Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division of the Property into Units, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property. All of the covenants, conditions, and restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in or on any part of the Property and shall be for the benefit of each Owner and shall inure to the benefit of and shall run with the Property and be binding on each successor in interest of each Owner

#### 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. Access Easement - The Access Easement shall be and include all of the General Common Elements, any and all walkways leading to the units, and the vehicular Access Easement shown on the plans attached hereto as Exhibits "B", "C", and "D". Any and all repairs, upkeep, replacement, and maintenance to the walkways leading to the Units and the vehicular Access Easement shown on the plans attached hereto as Exhibits "B", "C", and "D" shall be the responsibility of each owner on whose property the walkway and Access Easement is located. Notwithstanding the foregoing, all driveways are to be maintained by the Association. The parking area is located in the General Common Elements and is intended to be used for owner, guest, invitee, and visitor parking.
- b. Act - The Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code, enacted in 1994, which permits the creation of condominium regimes and provides the basic rules for their operation
- c. Association - Coronado Cove Condominium Association, Inc., a Texas non-profit Association, 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.

- d. Board - The Board of Directors of Coronado Cove Condominium Association, Inc. The term "Board" has the same meaning as the term "Board" in the Act.
- e. Bylaws - The Bylaws of the Coronado Cove Condominium Association, Inc.
- f. Common Expense Charge - The assessment made and levied against each Owner and each Unit for management and operation for the repairs, maintenance and operation of the General Common Elements in accordance with the provisions hereof
- g. 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 for the maintenance, repair, additions, alterations or reconstruction of all or any portion of the General Common Elements.
- h. Condominium - The separate ownership of single units with the common ownership of the General Common Elements. As used herein, the term "Condominium" is not intended to alter or modify the term "Condominium" as used in the Act.
- i. General Common Elements - The Property, including all real property, buildings and improvements on the Property, except the separately owned Units, and includes the Limited Common Elements.
- j. Property - The real property more particularly described on Exhibit "A."
- k. Limited Common Element - A portion of the General Common Elements, subject to the walkway and access easements, set aside and allocated for the exclusive use of the respective Units and is located outside of each residence structure and within the area of each Unit as shown on Exhibit "D."
- l. Mortgage - A pledge of or a security interest in a Unit and the interest of the Owner in the Limited and General Common Elements given to a creditor as security for the payment of a loan made to an Owner.
- m. Mortgagee - The person or entity who holds a pledge of or security interest in a Unit and the interest of the Owner in the Limited and General Common Elements to secure the payment of a debt.
- n. Owner - A person, firm, corporation, partnership, association, limited liability company, or other legal entity, or any combination thereof, which owns one or more Units along with the Limited Common Area of the Unit where the Unit is located; 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 Owner solely on account of such security.

- o. Percentage Ownership Interests - The undivided interest in the General Common Elements appurtenant to each Unit as set forth on Exhibit "E" attached hereto and made a part hereof for all purposes.
- p. Rules and Regulations - The Rules adopted by the Association concerning the administration of the Condominium and the use of the Common Elements in order to assure to all Owners the pleasures and benefits of ownership of a Unit and use of the Access Easements and the General Common Elements.
- q. Special Assessments - My assessments over and above the Common Expense Charge necessary for the preservation, management and administration of the General Common Elements.
- r. Units or Unit - The elements of a Condominium which are not owned in common with other Owners of other Condominiums. The boundaries of a Unit shall be the interior surface of the perimeter walls, floors, ceilings, windows, air conditioning/heating equipment/exterior surfaces of attached balconies, driveways, or terraces, and doors of each Unit but expressly not any entryway trellis or driveway, which shall be Limited Common Elements. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and other finish surface materials are a part of the Unit. An Owner shall not be deemed to own the utilities running through such Owner's Unit that are utilized for or serve more than one Unit, except as a tenant in common with the other Owners. The Units shall include both the portions of buildings so described and the air space so encompassed. In interpreting deeds and plans, the existing physical boundaries of each Unit, or of a Unit reconstructed in substantial accordance with the original plans shall be conclusively presumed to be its boundaries, rather than the metes and bounds, or other description, expressed in the deeds or plans, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown on the plan or in the deed of those of a building. The number of Units, Types and square feet of each Unit Type shall be as shown on Exhibit "B".

#### 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 Element, and has the common right to share, with all other Owners, in the use of the vehicle Access Easement, walks and the General Common Elements in accordance with the purposes for which they are intended and the provision hereof 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, Access and Green Areas or Limited Common Element, 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 therefore shall be conclusively presumed to be its boundaries.
- d. Each Owner shall have a nonexclusive easement for the use and enjoyment of the General Common Elements. These easements shall be appurtenant to and shall pass with the title to each Unit and shall be subordinate to the exclusive easements granted elsewhere in this Declaration, as well as to any rights reserved to the Association to regulate time and manner of use, to charge reasonable fees and to perform its obligations under this Declaration.
- e. The Association may grant to third parties easements in, on, or over the General Common Elements for the purpose of constructing, installing, or maintaining the necessary utilities and services. Each Owner, in accepting the deed to the Unit, expressly consents to such easements. No such easement may be granted, however, if it would interfere with any exclusive easement or with any Owner's use, occupancy, or enjoyment of the Owner's Unit.

ARTICLE II  
**GENERAL PROVISIONS**

Section 2.1. Use Restrictions.

- a. All Units may be used only for occupancy as a single family residence. No Unit may be subdivided.
- b. No noxious or offensive activities of any sort shall be permitted, nor shall anything be done in any Unit, or in any Limited Common Element which shall be or may become an annoyance or nuisance to the other Owners, including, but not limited to, excessive barking by dogs. The Board shall have the sole and exclusive discretion to determine what constitutes a nuisance or annoyance. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway, Limited Common Element, General Common Element or anywhere else on the Property.
- c. Nothing shall be done in or kept in or on any Unit, or Limited Common Element which will increase the rate of insurance on the Condominium or any other Unit over that applicable to home 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.

- d. No Owners shall install, attach, or hang or allow to be installed, attached or hung any equipment or wiring, clothing or clotheslines in or across any portion of the Unit or the Limited Common Element area 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 except as approved by the Association. All radios, televisions, electrical equipment or appliances of any kind or nature and the wiring therefore installed or used in a Unit shall fully comply with all rules, regulations or requirements of all state and local public authorities having jurisdiction. The exception to the above is the installation of a small satellite dish.
- 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 the provisions hereof, and the Bylaws and Rules and Regulations promulgated hereunder with respect to the occupancy and use of each Unit and the Limited Common Element.
- 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 Limited Common Element without the prior written consent of the Board.
- g. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Unit or in the Limited or General Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to the Rules and Regulations adopted by the Board.
- h. No owner, or their agent, guest, or invitee shall park any inoperable vehicle or any vehicle that does not have a current registration or safety inspection sticker, any motor home, trailer, camper, boat, commercial vehicle other than standard size pick up truck, or recreational vehicle in the Limited or General Common Elements for any purpose other than temporary unloading, except as may be provided in the Rules and Regulations or with the consent of the Association.
- i. No structure of a temporary character, trailer, basement, tent, shack, storage shed, barn, or other building shall be erected or placed in any area of the Property including any backyard, Limited Common Area, or General Common Area, either temporarily, or permanently.
- j. No window or wall-type air conditioner units shall be permitted to be used, placed, or maintained on or in any Unit or building in any part of the Property.
- k. All garbage must be stored in containers and not be visible from the street or public view of the Common Elements.
- l. Except for those portions the Association is required to maintain and repair, each Owner shall, at the Owner's sole cost and expense, maintain and repair



the owner's Unit and the Limited Common Elements assigned to the Unit in good condition and repair. Notwithstanding anything contained in these Declarations to the contrary, all balconies, driveways, and entryway trellises will be maintained and painted by the Association. Each owner is responsible for maintaining, at its own cost and expense, its own air conditioning/heating units, plumbing, and electrical systems and/or units and the front landscaping in each Unit.

- m. Before any landscaping shall be done in the front yard of any newly constructed Unit, the landscape layout and plans must first be approved by the Board. Such landscaping is to be completed within ninety (90) days after occupancy.
- n. The Owners or occupants of all Units shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner.

**Section 2.2 Decoration, Maintenance and Repairs of Units**

- a. Any Owner may decorate and redecorate its Unit and may make any improvements or alterations within its Unit 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. An Owner may not change the exterior appearance of or make improvements to the exterior of a Unit, the front landscaping of a Unit, or place a structure in the rear yard of any Unit, without the prior written consent of the Association.
- b. Each Owner shall, at its own cost and expense, be responsible for the maintenance, repair, and replacement of the Owner's Unit, air conditioning/heating units, plumbing, sewer, gas, and electrical equipment, wiring, and/or piping, all access surfaces and green area servicing only its Unit and the Limited Common Element designated for the exclusive use of such Owner. This does not limit the right of the Owner to obtain reimbursement for the cost of repair or replacement thereto, from the person or entity causing such damage.

**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 and Limited Common Elements, and the Units as are necessary or desirable in the judgment of the Association for the operation of the Condominium provided such Rules and Regulations and Bylaws are not in conflict with the provisions of this Declaration or the Act. Such Bylaws and Regulations shall be applicable to the General and Limited Common Element, and the Units as though set forth herein at length.

**Section 2.4 Fee Estates.** The Property is hereby divided into nineteen (19) fee simple estates designated as Units A through S including the Limited Common Element located in

each unit. The remaining portion of the entire premises, referred to as the General Common Elements, are held in common by the Owners.

Section 2.5 Access Easements. The term "Access Easement" as used herein and as shown on Exhibits "B", "C", and "D" attached hereto, shall be used for the ingress, egress and regress of any Owner of a Unit, and any mortgagee, tenant, subtenant, visitors, licensee, invitee, or guest of an Owner, and the officers, directors, agents, employees, visitors, licensees, and invitees of any of them, to and from any portion of the Condominium and the public streets adjacent to the Condominium, including pedestrian and vehicular traffic. No barrier, structure, building, fence, wall or any other type of structure or erection shall be placed within the Access easement without the effective consent of the Association and the Owner of the Affected Unit(s) which would interfere with or impede vehicular and egress over and across the Access easement. Declarant hereby grants and establishes for the benefit of the Owners of any Unit and any mortgagee, tenant, subtenant, visitors, licensee, invitee, or guest of an Owner, and the officers, directors, agents, employees, visitors, licensees, and invitees of any of them, mutual, non-exclusive cross- easements across, through and under the Access Easement and walkways shown on Exhibits "B", "C", and "D" for the ingress, egress and regress to and from any portion of the Condominium and the public streets adjacent to the Condominium, including pedestrian and vehicular traffic. The easements herein granted for ingress and egress and other uses set forth herein shall be non-exclusive and shall be for the benefit of the owners of any Unit and their heirs, successors, assigns, grantees mortgagees and such tenants, employees, invitees, and licensees of such owners as authorized from time to time.

Section 2.5 Utility Easements. Declarant hereby grants and establishes for the benefit of the Owners of any Common Unit an easement for utility services, including, but not limited to water, storm sewer, drainage, sanitary sewer, gas and electrical distribution systems, currently existing, or to be constructed in the future as shown on Exhibits "B", "C", and "D"

### 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 Tens, the name of which corporation shall be Coronado Cove Condominium 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 Element, 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. 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 written proxy pursuant to §82.110(b) of the Act. Notwithstanding any of the foregoing, the Association has the right to suspend the voting rights of any member if that member is in default in excess of thirty (30) days in the payment of any assessment and to suspend the voting rights of any member for a period not to exceed sixty (60) days for any infractions of its rules and regulations, this Declaration, its bylaws, and/or its articles of incorporation. The aforesaid rights of the Association shall not be exclusive, but shall be cumulative of and in addition to all other rights and remedies which the Association may have in this Declaration and Supplement Declarations or in its rules and regulations, bylaws, and/or articles of incorporation.

**Section 3.4 Board of Directors**

- a. 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. Declarant shall have the power to appoint and remove officers and members of the Board until 120 days after Declarant has conveyed seventy-five percent (75%) of the Units in the condominium project to owners other than Declarant, provided however, that not later than the 120 day after Declarant's conveyance of fifty percent (50%) of the Units to Owners other than a Declarant, not less than one third of the Board members must be elected by Owners other than Declarant.
  
- b. The Board of Directors shall consist of three (3) 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.

- c. 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 powers, rights, functions and obligations of the Association under the provisions of the Act, including those powers, duties and obligations prescribed by Subchapter C of the Act, the Texas Non-Profit Corporation Act, this Declaration and 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, the access easements and walkways, 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 Limited Common Element or any part thereof, or to abate any nuisance or any dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained in the Limited Common Element, except that no notice shall be required in cases of emergency.
- b. General Common Element 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 Element. Without limiting the generality of the foregoing, said obligations shall include keeping the General Common Element parking lot in good, clean, attractive and sanitary condition, order and repair, keeping the General Common Element safe, attractive and maintained, and exterior painting and repair, including the painting and repair of all balconies and entryway trellises.
- 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, janitorial services, grounds maintenance or landscaping services, the providing of which may be required for the enjoyment or betterment of the General

Common Elements, the access easement and walkway areas, and other services for each of the individual Units and Limited Common Elements, 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 General Common Expense Charge of the Owners, obtain and pay for the services of any person or entity as a manager or manager agent to manager, 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.
- 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 Owner's 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 Element 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, and the General and Limited Common Element and 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. These may prohibit, restrict or regulate the use of any portion for the General Common Element by the guests of any Owner, and regulate and control vehicular traffic and parking areas of the Condominium.
- g. 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 Element, provided, however, failure to furnish or post any copy shall not be deemed to invalidate any rule or regulation to any extent.
- h. 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 the Bylaws.
- i. The right to discipline owners for violation of any of the provisions of this Declaration, the Rules and Regulations established by the Association, the

Association's Articles of Incorporation or Bylaws, or any other governing instruments by suspension of the violator's voting rights or privileges for use of the Common Elements or by imposition of monetary fines or penalties, subject to the following limitations:

1. The accused owner must be given written notice of the violation or property damage, stating the amount of any proposed fine or damage charge and that the Owner may request a written hearing before the Board within thirty (30) days of the notice.
  2. The accused Owner must be given a reasonable time, by date specified in the notice, to cure the violation and avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months.
  3. The accused owner must be given written notice of a levied fine or damage charge within thirty (30) days after the date of levy.
  4. Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Owner's violation.
- j. The rights, through its agents or employees, to enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as is practicable and any damage caused by the entrance shall be repaired by the Association at its own expense.
- k. 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 on the 120<sup>th</sup> day after conveyance of 50 percent of the total number of units in the Condominium project. After the first meeting, the annual meeting of the Members of the Association shall be held on the same day of each succeeding year thereafter. If the day fixed for the annual meeting shall be a legal holiday in the State of Texas such meeting shall be held on the next succeeding business day.
- b. The 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 at such time 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 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 Element 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 Mortgages 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 Bylaws of the Association. The Association shall keep such records as are required by §82.114 of the Act.

Section 3.10. Notices. Any notice permitted or required to be given to a member of the Board or to an Owner shall be in writing and shall be deemed sufficiently given when delivered personally at the last known address of the Owner or board member, or by mail addressed to each Owner. 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 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.

- a. Commencing with the first 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 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 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.



- b. 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.
  
- c. 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 Assessments shall be levied and collected in the same manner as regular assessments. The Board may not, 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, levy special assessments that in the aggregate exceed twenty (20%) percent of the budgeted gross expenses of the Association for that year. These limitations shall not apply to a special assessment levied against an owner to reimburse the Association for funds, including attorneys fees expended in order to bring the Owner into compliance with this Declaration, or the Associations Rules and Regulations, articles or incorporation, bylaws, or any other governing instruments.

Section 4.2. Common Expenses Charges. Every Owner, by acceptance of a deed to a Unit is deemed to covenant and agree, to pay to the Association and 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 at closing of the purchase of a Unit. Regular assessments for each Unit shall commence on the date of the closing of the sale of that Unit by Declarant. In no event shall Declarant be obligated to pay assessments.

Section 4.3. Payment of Special Assessments. Special Assessments are payable on or before ten (10) days after Owners are invoiced therefore. Payment of Common Expense

Charges and Special Assessments are in default if such Common Expense Charges or Special Assessments, or any part thereof, are not paid to the Association on or before the due date for such payment. Each Owner (whether one or more persons) is personally liable for the payment of all 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 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 Placements. On the date of the closing of the sale of each Unit by Declaration, the Owner shall pay \$526.32 to the Association as an Initial Assessment. Each Initial Assessment shall be used to pay operating expenses for the Association as provided in this Declaration and as otherwise provided in this paragraph. The Association may establish and maintain a reserve fund for placements by the allocation and payment to such reserve fund of the amount included in the Expenses 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 in obligations of or fully guaranteed as a 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 Element of the project and for operating contingencies of 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 Ten Thousand and No/100 Dollars (\$10,000.00).

Section 4.5. Assessment Certificates. The Board or its representative shall furnish to any prospective purchaser or Mortgagee 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 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 \$200.00 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.

**Section 4.8. Transfer Fee.** The Association shall have the right to charge and collect from any person or entity buying a Unit a reasonable transfer fee upon the purchase of the Unit to defray the cost of setting up a new Owner's account.

**ARTICLE V.**  
**INSURANCE**

Section 5.1. Insurance. The insurance, other than title insurance, which shall be carried upon the Property, all Units, all Condominiums, the General Common Elements, and the Limited Common Elements shall be governed by the following provisions:

Section 5.2. Authority to Purchase. All insurance provided for in this Article 5 (except where otherwise specifically provided) or otherwise deemed prudent by the Association shall be purchased by the Association and the premiums thereon shall be a Common Expense to be paid by the Common Expense Fund.

To assist in the purchase and administration of such policies of insurance as may be required hereunder or deemed prudent by the Association in the conduct of its business, the Association may employ the services of an independent insurance analyst, consultant, or broker, the expense of which shall be a Common Expense charge.

Section 5.3. Property Insurance. Each Condominium and/or Unit, but not including the personal property and furnishings contained within nor any improvements added by an Owner, shall be insured (to the extent deemed practical and prudent) so as to provide for and assure full replacement thereof in the event of damage or destruction from the perils specified below. In addition, the General and Limited Common Elements and all improvements and all personal property as may be owned separately by one or more of the Owners, shall be insured (to the extent deemed practical and prudent) so as to provide for and assure full replacement thereof in the event of damage or destruction from said perils.

All such policies shall be issued in the name of the Association and may contain a loss payable endorsement in favor of the Association which shall be subordinate in position only to a loss payable indorsement in favor of an institutional lender holding a first mortgage lien against a Condominium and/or Unit. Such policies shall provide that losses thereunder shall be adjusted with and payable to the Association for the exclusive account of the Association.

Such coverage as is required under this subsection shall afford protection against:

- (a) Loss or damage by fire and other hazards covered by the standard extended coverage and vandalism and malicious mischief endorsements;
- (b) Such other additional hazards covered by standard extended coverage endorsement as may from time to time become available;
- (c) Additional perils shall be at the option of the Association.

The Association may comply with the above requirements by the purchase of blanket coverage and may elect such deductible provisions which in the option of the Association are (i) consistent with good business practice and (ii) in accordance with the requirements of any mortgagee owing a first mortgage lien against a Condominium and/or Unit.

Insurance proceeds shall not be commingled with other association funds and shall be used forthwith exclusively for the restoration of the damaged or destroyed Units and the damaged or destroyed portions of the General and Limited Common Elements and the improvements and/or personal property thereon.

Section 5.4. Public Liability and Property Damage. The Association shall purchase broad form Comprehensive Liability coverage in such amounts and in such forms deemed appropriate by it. This coverage shall be issued in the name of the Association and shall include Owners in their capacity as Members of the Association as additional insureds. Coverage under this policy shall include, but not be limited to, legal liability of the Association for bodily and personal injuries, property damages, operations of automobiles on behalf of the Association and operations of the Association in connection with the operation, maintenance or use of the Common Areas.

Section 5.5. Workmen's Compensation. If the Association has employees, the Association shall purchase Workmen's Compensation Insurance in such form as to meet the requirements of law for injuries to Association employees.

Section 5.6. Crime. The Association may purchase coverage for dishonesty of employees, destruction or disappearance of money or securities and against forgery in amounts and in such forms as shall be required by the Association.

Section 5.7. Other Insurance. The Association may purchase such other forms of insurance as may benefit the Owners or the Property, in such amounts as the Board of Directors may deem proper; and such additional coverage may include directors' liability coverage for the Board of Directors of the Association.

Section 5.8. Owner Insurance. Each Owner, and not the Association shall have the responsibility of obtaining and keeping in full force and effect, at his sole expense, standard fire and extended coverage insurance on the personal property and furnishings contained in his Unit or located on the General or Limited Common Elements and on any improvements added to his Unit by an Owner, and such other insurance as he may elect to purchase in addition to the insurance purchased by the Association, provided, however, that in no event is the insurance coverage purchased by the Association to be brought into contribution with insurance purchased by any Owner.

Section 5.9. Waiver of Subrogation. Insofar as, and to the extent that, it shall be possible to obtain insurance coverage from responsible companies with such a clause, the Association shall, in the case of the insurance coverage it purchases on the Property, and each Owner shall, in the case of the insurance coverage he purchases individually, shall purchase an insurance policy which provides that their respective insurance companies shall have no right of subrogation against the other, as the case may be, of the Association and its employees, Owners and members of their respective households. Accordingly, to the extent the respective parties shall actually collect such insurance, carriers shall have no right of subrogation against the other(s).

ARTICLE VI  
**EMINENT DOMAIN**

Section 6.1. 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 Mortgages 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 6.2. Taking of Common Element. If an action in eminent domain is brought to condemn a portion of the General Common Element (together with or apart from any Unit or the Limited Common Element), 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 Element. 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 Element 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 6.3. 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.

ARTICLE VII.  
**AMENDMENT OF DECLARATION, BY-LAWS  
AND RULES AND REGULATIONS**

Section 7.1. 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 on 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 Common Element 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 VIII.  
**MISCELLANEOUS**

Section 8.1. No Partition Sale or Transfer. The General Common Elements remain divided and is not subject to an action for partition or division of the co-ownership thereof so long as suitable for a Condominium Regime.

Section 8.2. 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 8.3. 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 8.4. 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 Element, as the Units and General Common Element 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 Common Element and facilities due to repair or reconstruction shall be permitted and that a valid easement for such encroachments and maintenance thereof shall exist.

Section 8.5. 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, its Limited Common Element 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 Element are paid by the Association as a Common Expense Charge.

Section 8.6. 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 8.7. 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 8.8. 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, 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 others 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 to be effective as of the 22 of February, 2006.

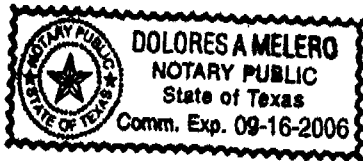
DECLARANT:

ROMA HOMES, INC., a Texas Corporation

By: [Signature]  
Luisa Martinez  
Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF ELPASO   §

This instrument was acknowledged before me on this the 22nd of February, 2006, by Luisa Martinez, authorized agent for ROMA HOMES, INC., a Texas Corporation on behalf of said corporation.



[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

MY COMMISSION EXPIRES:

9-16-2006

Being a portion of Lot 2, Block 2,  
Los Cerritos Addition Unit One  
City of El Paso, El Paso County, Texas  
Prepared for: Roma Homes  
September 24, 2003

#### METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Lot 2, Block 2. Los Cerritos Addition Unit One recorded in volume 56, page 5, Flat records of El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at a existing city monument at point of curve centerline Bandolero Drive which bears South 69°37'50" West a distance of 40.05 from the intersection of Bandolero Drive and Cerrito Feliz Drive from said intersection another existing monument lying at the centerline intersection of Bandolero Drive and Los Cerritos Drive Bears North 53°06'02" East a distance of 265.72 feet; Thence from said point of curve monument and leaving said centerline North 17° West a distance of 30.00 feet to a set 1/2" rebar with cap marked TX. 5152 on the Northerly right-of-way line of Bandolero Drive, Thence along said right of way line South 72°30'00" West a distance of 83.55 feet to a set x chiseled on concrete on the westerly boundary line of property described in volume 3679, page 16, Real property records of El Paso County, Texas for the "TRUE POINT OF BEGINNING";

Thence continuing along said right of way line South 72°30'00" West a distance of 522.00 feet to a set 1/2" rebar with cap marked TX. 5152;

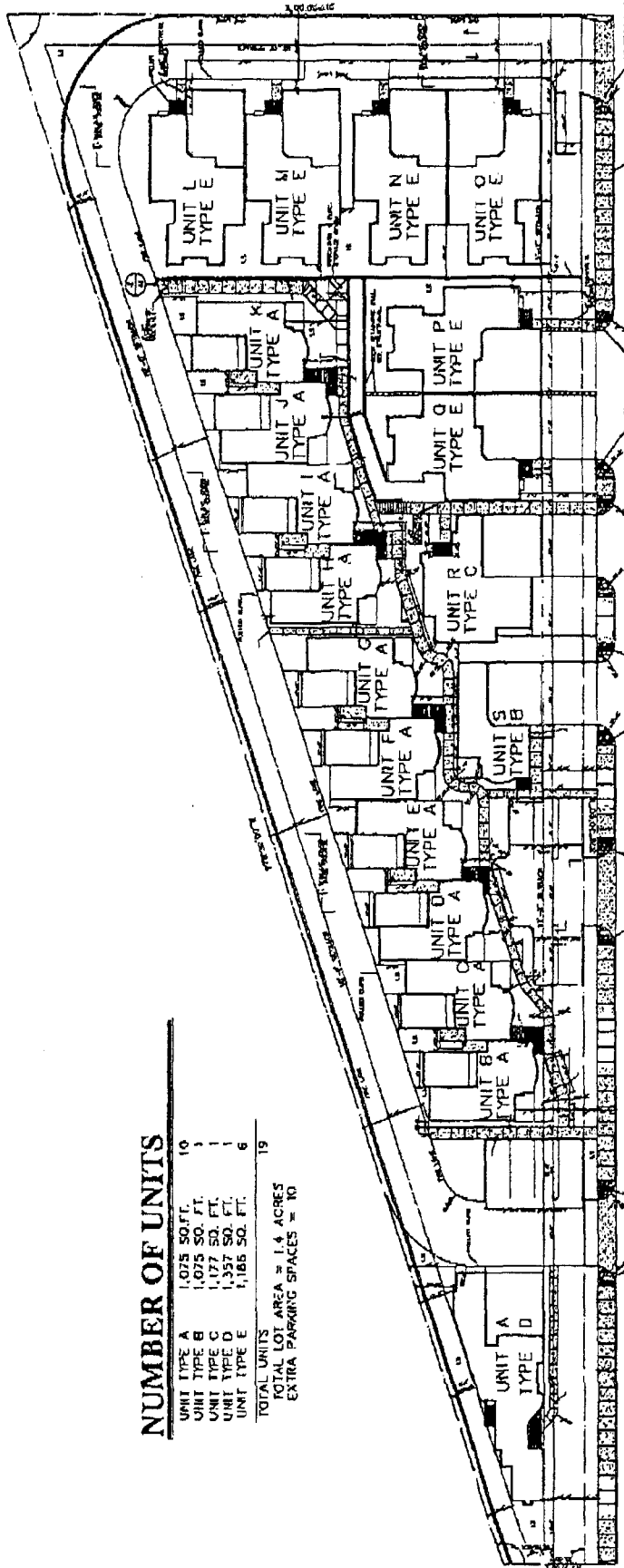
Thence leaving said right of way line North 17°30'00" West a distance of 30.00 feet to a set 1/2" rebar with cap marked Conde, Inc. TX. 5152 on the common boundary line of Lot 2, Block 2 and a 60' drainage RO.W.;

Thence along said boundary line North 53°00'00" East along said boundary a distance of 553.76 feet to a set 1/2" rebar with cap marked TX. 5152 on the westerly boundary line of property described in volume 3679, page 16, Real property records of El Paso County, Texas

Thence along said boundary line South 17°30'00" East a distance of 214.85 feet to the "TRUE POINT OF BEGINNING" and containing 63,906 square feet or 1.467 acres of land more or less.

NOTE: Bearings based on centerline monumentation of Bandolero Drive as shown on map of Coronado Country Club Estates Unit 7 recorded in volume 55, page 43, Flat Records of El Paso County, Texas

EXHIBIT "A"



**NUMBER OF UNITS**

UNIT TYPE A	1,025 SQ. FT.	10
UNIT TYPE B	1,025 SQ. FT.	1
UNIT TYPE C	1,177 SQ. FT.	1
UNIT TYPE D	1,357 SQ. FT.	1
UNIT TYPE E	1,185 SQ. FT.	6
<b>TOTAL UNITS</b>		<b>19</b>

TOTAL LOT AREA = 1.4 ACRES  
EXTRA PARKING SPACES = 10

EXHIBIT "B"

**LEGAL DESCRIPTION**

LOT 2, BLOCK 2,  
LOS CERRITOS ADDITION UNIT ONE  
AN ADDITION TO THE CITY OF EL PASO,  
EL PASO COUNTY, TEXAS

**ZONING**

A-2/SC

**BANDOLERO DRIVE**

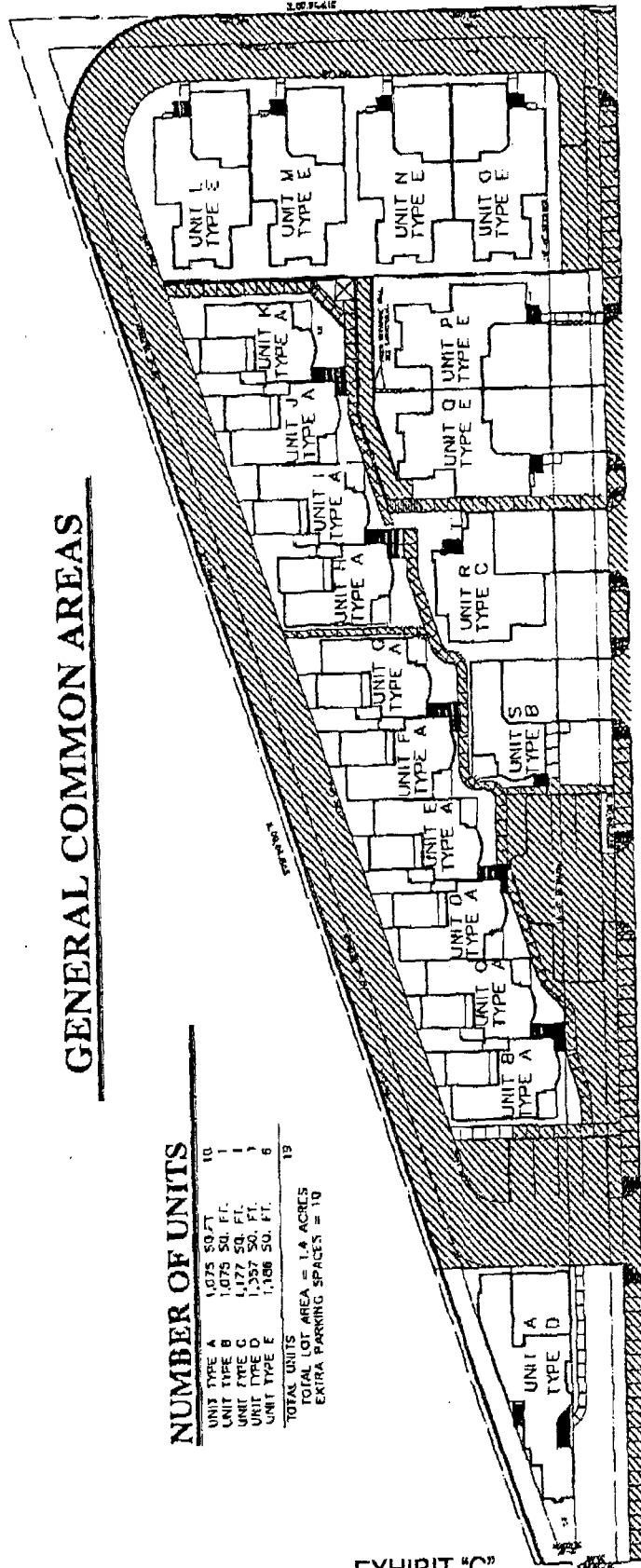
**SITE PLAN**

**RECIPROCAL AGREEMENT**

ROMA HOMES HEREBY AGREES THAT "COMMON AREAS ARE TO BE MADE AVAILABLE FOR THE NON-EXCLUSIVE USE, CONVENIENCE AND BENEFIT OF ALL OCCUPANTS AND THEIR RESPECTIVE PERMITTEES. COMMON AREAS INCLUDE: THE PARKING AREA, LANDSCAPE AREAS, ALL WOOD TRELLIS, UTILITY DRIVEWAY, FIRE LANE AND ALL SIDEWALKS."

**POOR QUALITY ORIGINAL  
BEST AVAILABLE FILM**

# GENERAL COMMON AREAS



## NUMBER OF UNITS

UNIT TYPE A	1,075 SQ. FT.	10
UNIT TYPE B	1,075 SQ. FT.	1
UNIT TYPE C	1,177 SQ. FT.	1
UNIT TYPE D	1,357 SQ. FT.	1
UNIT TYPE E	1,188 SQ. FT.	6
<b>TOTAL UNITS</b>		<b>19</b>

TOTAL LOT AREA = 1.4 ACRES  
EXTRA PARKING SPACES = 10

EXHIBIT "C"

## LEGAL DESCRIPTION

LOT 2, BLOCK 2,  
LOS CERRITOS ADDITION UNIT ONE  
AN ADDITION TO THE CITY OF EL PASO,  
EL PASO COUNTY, TEXAS

## ZONING

A-2/SC

## BANDOLERO DRIVE

## RECIPROCAL AGREEMENT

ROMA HOMES HEREBY AGREES THAT COMMON AREAS ARE TO BE MADE AVAILABLE FOR THE NON-EXCLUSIVE USE AND ENJOYMENT AND BENEFIT OF ALL OCCUPANTS AND THEIR RESPECTIVE FAMILIES. COMMON AREAS INCLUDE: PERMITTED LEGAL AND SCAPED AREAS, ALL THE PARCELS, UTILITY DRIVEWAY, FIRE WOOD AND ALL SIDEWALKS.

## SITE PLAN

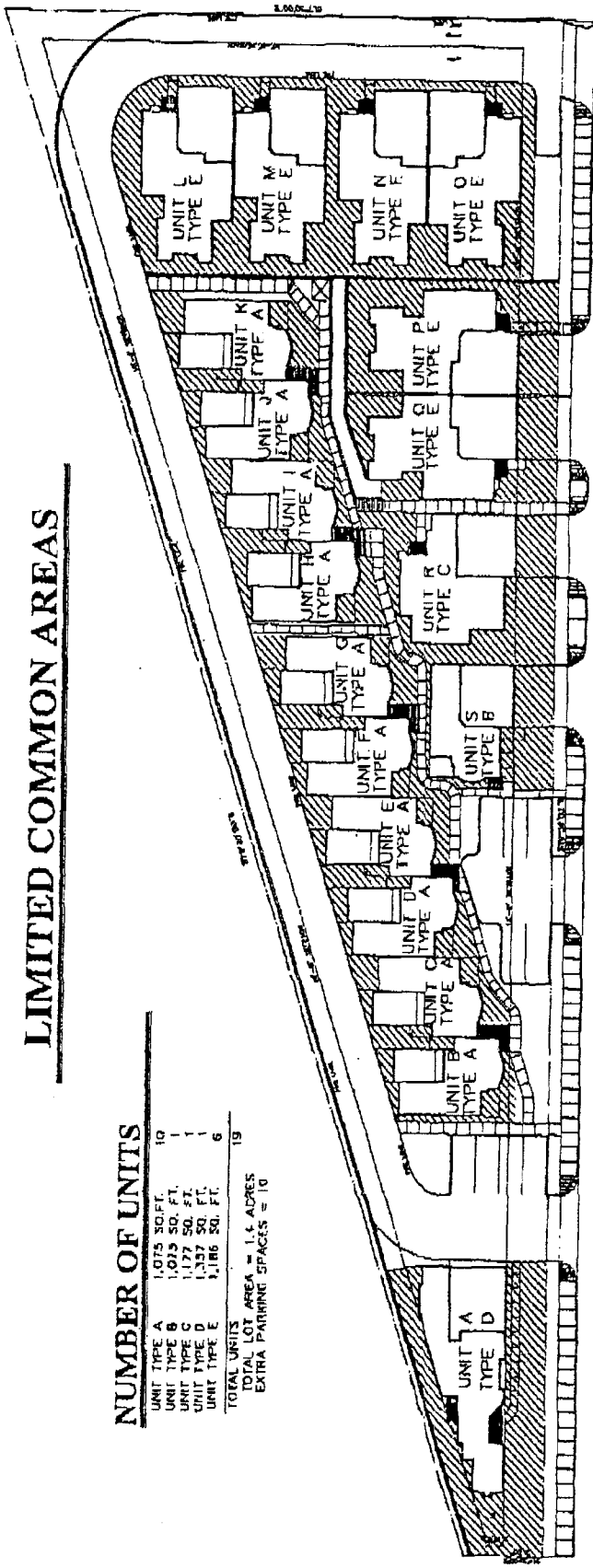


POOR QUALITY ORIGINAL  
BEST AVAILABLE FILM

**LIMITED COMMON AREAS**

**NUMBER OF UNITS**

UNIT TYPE A	1,075 SQ. FT.	10
UNIT TYPE B	1,025 SQ. FT.	1
UNIT TYPE C	1,177 SQ. FT.	1
UNIT TYPE D	1,337 SQ. FT.	1
UNIT TYPE E	1,186 SQ. FT.	6
<b>TOTAL UNITS</b>		<b>19</b>
TOTAL LOT AREA = 1.4 ACRES		
EXTRA PARKING SPACES = 10		



**LEGAL DESCRIPTION**

LOT 2, BLOCK 2,  
LOS CERRITOS ADDITION UNIT ONE  
AN ADDITION TO THE CITY OF EL PASO,  
EL PASO COUNTY, TEXAS

**ZONING**

A-2/5C

**BANDOLERO DRIVE**

**SITE PLAN**



**RECIPROCAL AGREEMENT**

RDVA HOMES HEREBY AGREES THAT "COMMON AREAS ARE TO BE MADE AVAILABLE FOR THE NON-EXCLUSIVE USE, CONVENIENCE AND BEAUTY OF ALL GROUPS, UNITS, COMMON AREAS RESPECTIVE PERMITTEES, AND COMMON AREAS INCLUDE: THE PARKING AREA, LANDSCAPE AREAS, ALL WOOD TRELLIS, UTILITY DRIVEWAY, FIRE LANE AND ALL SIDEWALKS"

**POOR QUALITY ORIGINAL  
BEST AVAILABLE FILM**

GENERAL COMMON ELEMENTS  
Percentage Ownership Interest

<u>Unit</u>	<u>Percentage Interest</u>
A	5.263
B	5.263
C	5.263
D	5.263
E	5.263
F	5.263
G	5.263
H	5.263
I	5.263
J	5.263
K	5.263
L	5.263
M	5.263
N	5.263
O	5.263
P	5.263
Q	5.263
R	5.263
S	5.263

EXHIBIT "E"

Doc# 20060015943

#Pages 30 #NFPages 1  
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Filed & Recorded in  
Official Records of

EL PASO COUNTY

WALDO ALARCON

COUNTY CLERK

Fees \$132.00

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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

*Waldo Alarcon*