

Declaration

CORONADO COUNTRY CLUB ESTATES COMMUNITY ASSOCIATION
DECLARATION OF COVENANTS AND RESTRICTIONS

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EIGHTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
CORONADO COUNTRY CLUB ESTATES COMMUNITY ASSOCIATION, INC.

Eighth Amendment to the Declaration of Covenants and Restrictions of the Coronado Country Club Estates Community Association, Inc., (the Declaration) of record in Book 1125, Page 0414, of the Deed Records of El Paso County, Texas, and refiled in Book 1129, Page 1683, of the Deed Records of El Paso County, Texas.

This Eighth Amendment, made this 17th day of May 1989, by AVC DEVELOPMENT CORPORATION (as successor to Sierra Vista Joint Venture), the Developer, of CORONADO COUNTRY CLUB ESTATES UNIT 7 and CORONADO COUNTRY CLUB ESTATES UNIT 8, in the City of El Paso, El Paso County, Texas, which are of record in Book 55, Page 43, and Book 56, Page 15, respectively, of the Plat Records of El Paso County, Texas, is made in accordance with Section 2, Article IX, of the above referenced Declaration;

W I T N E S S E T H:

- (A) To Section 11., Article I, of the Declaration the following is added:

"However, the rights of the Developer in Paragraph (4), Section 8., Article V, shall not cease and shall continue until all Lots or Living Units owned by the Developer are sold. The definition of Developer shall be extended to include Coronado Engineers and Constructors International, Inc., as successor."

- (B) Section 4., Article III, of the Declaration is hereby deleted in its entirety. In addition, wherever in the Governing Documents the term "Covenants Committee" appears the term "Cluster Committee" shall be deemed to replace it.

- (C) To Section 5., Article III, of the Declaration the following is added:

"(c) Covenants Enforcement. The Cluster Committee shall exercise the Covenants enforcement function in two broad areas: to review the external design, appearance, and location of The Properties and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the Common Areas, and to monitor and, subject to appeal

to the Board, enforce compliance with the provisions of the Governing Documents. In furtherance thereof, the Cluster Committee shall:

- (1) Review and approve, modify or disapprove written applications of Owners (other than Developer and Participating Builders) for the exteriors of new construction and for exterior alterations or additions to Lots, Living Units or Common Areas.
- (2) In accordance with the Bylaws and Book of Resolutions, monitor Lots and Living Units for compliance with design standards and approved plans for new construction or alterations.
- (3) Establish reasonable design standards.
- (4) In accordance with procedures adopted by the Board of Directors and entered in the Book of Resolutions decide cases of alleged infraction of the Governing Documents.
- (5) Propose procedures for the exercise of these duties which shall be approved by the Board of Directors for the benefit of the particular Cluster.
- (6) In the event the Cluster Committee fails to approve, modify, or disapprove in writing a correctly filed application within thirty (30) days, approval will be deemed granted, except that where an application is for a change clearly prohibited by the Governing Documents a failure to act shall not constitute a waiver of the restriction or an approval.
- (7) In accordance with procedures adopted by the Board of Directors and entered in the Book of Resolutions, an applicant may appeal an adverse Cluster Committee decision to the Board of Directors which may uphold, reverse or modify such decision by a two-thirds (2/3) vote of the Directors."

(D) Paragraph (4), Section 8., Article V, is revised to read as follows:

"(4) all Lots or Living Units owned by the Developer."

EXECUTED THIS 17th day of May, 1989.

AVC DEVELOPMENT CORPORATION

BY: *Arnold B. Peinado, Jr.*
Arnold B. Peinado, Jr.,
Executive Vice President

STATE OF TEXAS)
)
COUNTY OF EL PASO)

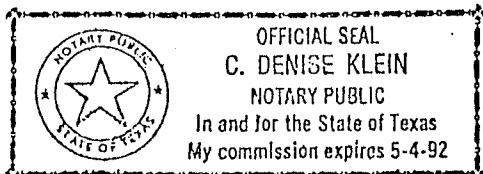
BEFORE ME, the undersigned authority, on this day personally appeared ARNOLD B. PEINADO, JR., Executive Vice President of AVC DEVELOPMENT CORPORATION, known to me personally and officially to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of May, 1989.

My Commission expires:

5-4-92

C. Denise Klein
Notary Public in and for the
State of Texas



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SEVENTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
CORONADO COUNTRY CLUB ESTATES COMMUNITY ASSOCIATION, INC.

Seventh Amendment to the Declaration of Covenants and Restrictions of the Coronado Country Club Estates Community Association, Inc., of record in Book 1125, Page 0414, of the Deed Records of El Paso County, Texas, and refiled in Book 1129, Page 1683, of the Deed Records of El Paso County, Texas.

This Seventh Amendment, made this 6TH day of January, 1989, by AVC DEVELOPMENT CORPORATION (as successor to Sierra Vista Joint Venture), the Developer, of CORONADO COUNTRY CLUB ESTATES UNIT 7 and CORONADO COUNTRY CLUB ESTATES UNIT 8, in the City of El Paso, El Paso County, Texas, which are of record in Book 55, Page 43, and Book 56, Page 15, respectively, of the Plat Records of El Paso County, Texas, is made in accordance with Section 2, Article IX, of the above referenced Declaration;

W I T N E S S E T H:

Article I, Section 30, of the Declaration of Covenants and Restrictions of Coronado Country Club Estates Community Association, Inc. shall hereafter read as follows, to wit:

Section 30. "Quorum of Members" shall mean the representation by presence or proxy of Members who hold twenty five percent (25%) of the outstanding votes of each voting class. If the required Quorum of Members is not forthcoming at any meeting, the meeting may be adjourned to another time no sooner than one week nor later than one month from that date. Should a Quorum of Members not be present at any meeting, the Quorum requirement shall be reduced by twenty percent (20%) for the subsequent adjourned meeting.

EXECUTED THIS 6TH day of January, 1989.

AVC DEVELOPMENT CORPORATION

BY: 

Arnold B. Peinado, Jr.,
Executive Vice President

6amcccec-d-2

STATE OF TEXAS)
)
COUNTY OF EL PASO)

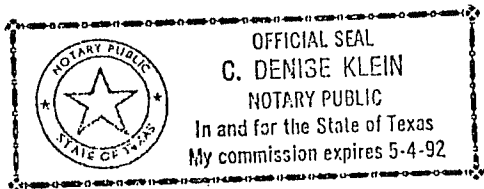
BEFORE ME, the undersigned authority, on this day personally appeared ARNOLD B. PEINADO, JR., Executive Vice President of AVC DEVELOPMENT CORPORATION, known to me personally and officially to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6TH day of January 1989.

My Commission expires:

5-4-92

C. Denise Klein
Notary Public in and for the
State of Texas



6amcccec-d-2

SIXTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
CORONADO COUNTRY CLUB ESTATES COMMUNITY ASSOCIATION, INC.

Sixth Amendment to the Declaration of Covenants and Restrictions of the Coronado Country Club Estates Community Association, Inc., of record in Book 1125, Page 0414, of the Deed Records of El Paso County, Texas, and refiled in Book 1129, Page 1683, of the Deed Records of El Paso County, Texas.

This Sixth Amendment, made this 18TH day of October, 1988, by AVC DEVELOPMENT CORPORATION (as successor to Sierra Vista Joint Venture), the Developer, of CORONADO COUNTRY CLUB ESTATES UNIT 7 and CORONADO COUNTRY CLUB ESTATES UNIT 8, in the City of El Paso, El Paso County, Texas, which are of record in Book 55, Page 43, and Book 56, Page 15, respectively, of the Plat Records of El Paso County, Texas, is made in accordance with Section 2, Article IX, of the above referenced Declaration;

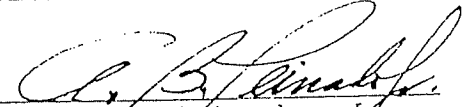
W I T N E S S E T H:

Article IX, Section 2, of the Declaration of Covenants and Restrictions of Coronado Country Club Estates Community Association, Inc. shall hereafter read as follows, to wit:

"Section 2. Amendment. For a period of ten (10) years after the recording of this Declaration, the Developer may make any amendment, including those required by the Federal Mortgage Agencies, the City of El Paso, or the Titled Insurer designated by the Lead Lender, by the execution and recordation of such amendment following registered notice to all Owners other than the Developer. After such ten (10) year period, any amendment not required by such Agencies shall be accompanied by a document signed by Owners of not less than seventy-five percent (75%) of the Lots and evidence of the Approvals required by Article VIII. An Amendment must be recorded in order to become effective."

EXECUTED THIS 18TH day of October, 1988.

AVC DEVELOPMENT CORPORATION

BY: 
Arnold E. Feinado, Jr.,
Executive Vice President

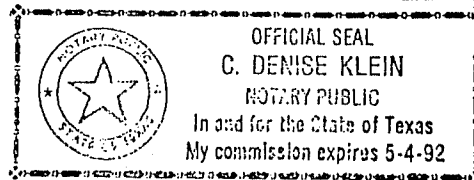
STATE OF TEXAS)
)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared ARNOLD B. PEINADO, JR., Executive Vice President of AVC DEVELOPMENT CORPORATION, known to me personally and officially to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of October, 1988.

My Commission expires:

5-4-92



C. Denise Klein
Notary Public in and for the
State of Texas

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FIFTH AMENDMENT TO

DECLARATION OF COVENANTS AND RESTRICTIONS

CORONADO COUNTRY CLUB ESTATES COMMUNITY ASSOCIATION, INC.

Fifth Amendment to the Declaration of Covenants and Restrictions of the Coronado Country Club Estates Community Association, Inc., of record in Book 1125, Page 0414, of the Deed Records of El Paso County, Texas, and refiled in Book 1129, Page 1683, of the Deed Records of El Paso County, Texas.

This Fifth Amendment, made this 14th day of October, 1986, by A.V.C. DEVELOPMENT CORPORATION (as successor to Sierra Vista Joint Venture), the Developer, of CORONADO COUNTRY CLUB ESTATES UNIT 7 and CORONADO COUNTRY CLUB ESTATES UNIT 8, in the City of El Paso, El Paso County, Texas, which are of record in Book 55, Page 43, and Book 56, Page 15, respectively, of the Plat Records of El Paso County, Texas, is made in accordance with Section 2, Article IX, of the above referenced Declaration;

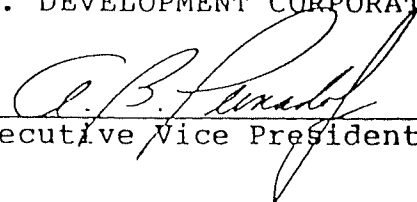
W I T N E S S E T H :

Article IX, Section 2, of the Declaration of Covenants and Restrictions of Coronado Country Club Estates Community Association, Inc. shall hereafter read as follows, to wit:

"Section 2. Amendment. For a period of eight (8) years after the recording of this Declaration, the Developer may make any amendment, including those required by the Federal Mortgage Agencies, the City of El Paso, or the Titled Insurer designated by the Lead Lender, by the execution and recordation of such amendment following registered notice to all Owners other than the Developer. After such eight (8) year period, any amendment not required by such Agencies shall be accompanied by a document signed by Owners of not less than seventy-five percent (75%) of the Lots and evidence of the Approvals required by Article VIII. An Amendment must be recorded in order to become effective."

EXECUTED THIS 14th day of October, 1986.

A.V.C. DEVELOPMENT CORPORATION

By: 
Executive Vice President

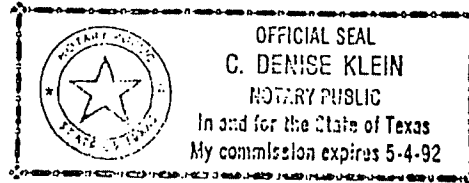
STATE OF TEXAS)
)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared ARNOLD B. PEINADO, JR., Executive Vice President of AVC DEVELOPMENT CORPORATION, known to me personally and officially to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of October, 1988.

My Commission expires:

5-4-92



C. Denise Klein
Notary Public in and for the
State of Texas

FOURTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
CORONADO COUNTRY CLUB ESTATES COMMUNITY ASSOCIATION

Fourth Amendment to the Covenants and Restrictions of Coronado Country Club Estates Community Association, of record in Book 1125, Page 0414 of the Deed Records of El Paso County, Texas, and refiled in Book 1129, Page 1683 of the Deed Records of El Paso County, Texas.

THIS FOURTH AMENDMENT, made this 4TH day of February, 1985, by A.V.C. DEVELOPMENT CORPORATION (as successor to Sierra Vista Joint Venture), the Developer of CORONADO COUNTRY CLUB ESTATES, UNIT 7, and CORONADO COUNTRY CLUB ESTATES UNIT 8, in the City of El Paso, El Paso County, Texas, in accordance with plats of record in Book 55, Page 43, and Book 56, Page 15, respectively, of the Plat Records of El Paso County, Texas:

W I T N E S S E T H:

Article V, Section 4 shall hereafter read as follows, to wit:

"Section 4. Annual Assessments shall consist of General Assessments, Cluster Assessments, Limited Common Area Assessments, and Limited Services Assessment."

Article V, Section 4, Paragraph (a)(3) shall hereafter read as follows, to wit:

"(3) Maximum. Until the first day of the fiscal year following the year in which assessments commence, the Maximum General Assessment shall be Sixty Dollars (\$60.00) per assessable unit, and shall be due as of August 1, 1984, and shall be payable in twelve (12) equal monthly installments commencing August 1, 1984."

Article V, Section 4, Paragraph (a)(4), second paragraph, shall hereafter read as follows, to wit:

"From and after the first day of the fiscal year immediately following the commencement of assessments, the Maximum General Assessment may be increased above the amount which can be set by the Board with the affirmative vote of two-thirds (2/3) of the Class A Members who vote on the question, and the approval of the Class C Member, if any."

Article V, Section 4, Paragraph (b)(3) shall hereafter read as follows, to wit:

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"(3) Maximum. Until the first day of the fiscal year following the year in which assessments commence, the Maximum Cluster Assessments shall be as follows:

(a) The Maximum Cluster Assessment for the Estates Cluster shall be Two Hundred Forty Dollars (\$240.00) per assessable unit.

(b) The Maximum Cluster Assessment for the Jardines Cluster shall be One Thousand Two Hundred Dollars (\$1,200.00) per assessable unit.

(c) The Maximum Cluster Assessment for the Quintas Cluster shall be One Thousand Eight Hundred Dollars (\$1,800.00) per assessable unit.

(d) The Maximum Cluster Assessment for any Cluster added to this Declaration after the date of this Fourth Amendment, shall be set forth in an Amendment to this Declaration at the time of the recording of the Supplemental Declaration adding such Cluster or Clusters."

Article V, Section 4, Paragraph (b) is hereby amended by adding thereto Paragraph (b) (4):

"(4) The Maximum Cluster Assessment for the Estates, Jardines and Quintas Clusters shall become effective as and shall be due as of August 1, 1984, and shall be payable in twelve (12) equal monthly installments commencing August 1, 1984."

Article V, Section 4, Paragraph (b) is hereby amended by adding thereto Paragraph (b) (5):

"(5) Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of assessment in the Cluster:

(a) The Board of Directors may increase the Maximum each year by not more than fifteen (15) percent of the Maximum for the current fiscal year to become effective the first day of the next fiscal year.

(b) The Maximum Cluster Assessment may be changed with the affirmative vote of two-thirds (2/3) of the Class A Members who vote on the question and who are members of the Cluster that desire to change the Maximum Cluster Assessment, and the approval of the Class C Member, if any."

Article V, Section 4, Paragraph (d) (2) shall hereafter read as follows, to wit:

"(2) With respect to an Owner who is a Participating Builder, the first Annual Assessment provided herein shall commence on the first day of the fourth (4th) month following the month in which a

Certificate of Occupancy has been issued, but in any event no later than the first day of the sixteenth (16th) month after the execution of a Contract of Sale by a Participating Builder or the first day of the sixteenth (16th) month after the execution of a Warranty Deed by Developer conveying the Lot to a Participating Builder, whichever is the earlier to occur."

Article V, Section 4, Paragraph (f) (1) shall hereafter read as follows, to wit:

"(1) Purpose of Assessment. Limited Common Area Assessments shall be used to provide for the operation, maintenance, repair and replacement of Limited Common Areas.

(a) For any one Cluster there can be one or more Limited Common Areas. Each Limited Common Area shall have its separate assessment.

(b) One or more Clusters, but not all, may have the use of such Limited Common Areas.

(c) Restrictions on the use of a Limited Common Area to a particular Cluster or Clusters shall be designated at the time of conveyance of the Limited Common Area to the Association by Developer, or at the time of the acquisition of such Limited Common Area by the Association."

Article V, Section 4, Paragraph (f) (4) shall hereafter read as follows, and Paragraph (f) is hereby amended by adding thereto Paragraph (f) (6), to wit:

"(4) Maximum. The Supplementary Declaration shall set forth the Maximum Annual Limited Common Area Assessment unless otherwise set by this Declaration.

(6) Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of assessment:

(a) The Board of Directors may increase the Maximum each year by not more than fifteen percent (15%) of the Maximum for the current fiscal year to become effective the first day of the next fiscal year.

(b) The Maximum Limited Common Area Assessment may be changed with the affirmative vote of two-thirds (2/3) of the Class A Members who vote on the question and who are members of those Clusters which have deeded rights of use of the Limited Common Area, and the approval of the Class C Member, if any."

Article V, Section 5, Paragraph (a) shall hereafter read as follows, to wit:

"(a) Capital Improvements.. The Association may levy in any assessment year a Special Assessment against Assessable Units applicable to that year and which may, upon decision of the Association, be payable over not more than the next three (3) succeeding years in such installments as the Association shall determine, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement or major landscaping effort upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the Class C Member, if any, and of two-thirds (2/3) of the votes of Class A members who vote on the question. Special Assessment for Capital Improvements to a Cluster Common Area or for areas subject to easement by the terms of this Declaration or any Supplementary Declaration, which will primarily benefit and be maintained by the Owners of that Cluster require the approval of two-thirds (2/3) of the Class A Members of the affected Cluster who vote on the question, and the consent of the Class C Member, if any."

Article V, Section 6, shall hereafter read as follows, to-wit:

"Section 6. Developer Assessment. Until such time as eighty percent (80%) of the Assessable Units for a Cluster have reached the status of assessability, the Developer will pay an Annual Developer Assessment. The net amount of the Annual Developer Assessment shall be determined by the Developer and shall be limited to the sum of the amounts determined by the Developer to be necessary to carry out the purposes for which the Annual General Assessment, Cluster Assessment and Limited Common Area Assessment are levied, but such sum shall be reduced by the total of all such assessments levied against all Assessable Units in all the Clusters. The Developer Assessment shall commence concurrently with the Annual General, Cluster, or Limited Common Area Assessments."

Article VII of the Declaration of Covenants and Restrictions of Coronado Country Club Estates Community Association, Inc., is hereby amended by adding thereto Section 6 to read as follows, to wit:

"Section 6. Assignment of Easements. Any easement reserved to the Developer in this Article VII may be assigned by the Developer to any Participating Builder."

EXECUTED this 4th day of February, 1985.

A.V.C. DEVELOPMENT CORPORATION

By: 

Executive Vice President

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

BEFORE ME, the undersigned authority, on this day personally appeared Arnold B. Peinado, Jr., Executive Vice President of A.V.C. DEVELOPMENT CORPORATION, known to me personally and officially to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said CORPORATION.

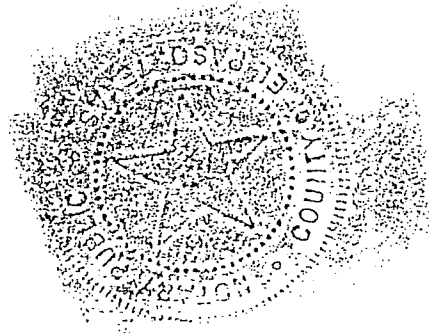
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4 day of February, 1985.

Ronald L. Moffat

Notary Public In and For
State of Texas

My Commission Expires:

6/5/88



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COUNTY CLERK, TEXAS

Robert R. Chastain

CLERK OF COURTS
COUNTY CLERK, TEXAS
COUNTY CLERK, TEXAS
COUNTY CLERK, TEXAS

FEB 13 1985

[Handwritten signature]



COUNTY CLERK, EL PASO COUNTY, TEXAS

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11/11
Return to: W/O Develop. Corp.
279 Shadow Mt.
El Paso, TX 79912

THIRD AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
CORONADO COUNTRY CLUB ESTATES COMMUNITY ASSOCIATION

Third Amendment to the Covenants and Restrictions of Coronado Country Club Estates Community Association, of record in Book 1125, Page 0414, of the Deed Records of El Paso County, Texas, and refiled in Book 1129, Page 1683, of the Deed Records of El Paso County, Texas.

This Third Amendment, made this 25th day of October, 1984, by A.V.C. DEVELOPMENT CORPORATION (as successor to Sierra Vista Joint Venture), the Developer, of CORONADO COUNTRY CLUB ESTATES UNIT 7 and CORONADO COUNTRY CLUB ESTATES UNIT 8, in the City of El Paso, El Paso County, Texas, and in accordance with plats of record in Book 55, Page 43, and Book 56, Page 15, respectively, of the Plat Records of El Paso County, Texas:

W I T N E S S E T H:

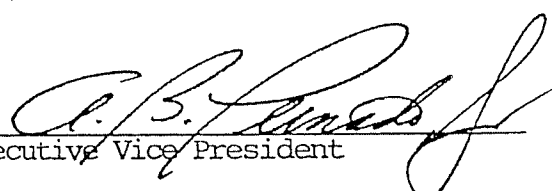
Article IX, Section 2, of the Declaration of Covenants and Restrictions of Coronado Country Club Estates Community Association shall hereafter read as follows, to wit:

"Section 2. Amendment. For a period of six (6) years after the recording of this Declaration, the Developer may make any amendment, including those required by the Federal Mortgage Agencies, the City of El Paso, or the Titled Insurer designated by the Lead Lender, by the execution and recordation of such amendment following registered notice to all Owners other than Developer. After such six (6) year period, any amendment not required by such Agencies shall be accompanied by a document signed by Owners of not less than seventy-five percent (75%) of the Lots and evidence of the Approvals required by Article VIII. An Amendment must be recorded in order to become effective."

EXECUTED THIS 25th day of October, 1984.

A.V.C. DEVELOPMENT CORPORATION

BY


Executive Vice President

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

BEFORE ME, the undersigned authority, on this day personally appeared Arnold B. Peinado, Jr., Exec. Vice President, of A.V.C. DEVELOPMENT CORPORATION, known to me personally and officially to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25 day of October, 1984.

Donald L. McKittrick
Notary Public In and for
State of Texas

My Commission Expires:

6/5/88

66298
10-28-82

SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
CORONADO COUNTRY CLUB ESTATES COMMUNITY ASSOCIATION

Second Amendment to the Covenants and Restrictions of Coronado Country Club Estates Community Association, of record in Book 1125, Page 0414 of the Deed Records of El Paso County, Texas, and refiled in Book 1129, Page 1683 of the Deed Records of El Paso County, Texas.

THIS SECOND AMENDMENT, made this 27th day of October, 1982, by SIERRA VISTA JOINT VENTURE, a joint venture composed of A.V.C. DEVELOPMENT CORPORATION and FIRST SERVICE CORPORATION OF EL PASO, and A.V.C. DEVELOPMENT CORPORATION, constituting the Developer, of CORONADO COUNTRY CLUB ESTATES UNIT 7 and CORONADO COUNTRY CLUB ESTATES UNIT 8, in the City of El Paso, El Paso County, Texas, in accordance with plats of record in Book 55, Page 43, and Book 56, Page 15, respectively, of the Plat Records of El Paso County, Texas:

W I T N E S S E T H:

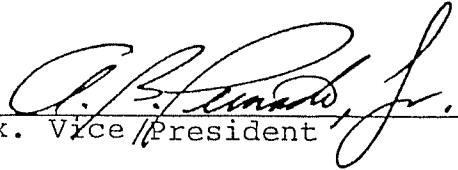
Article IX, Section 2, of the Declaration of Covenants and Restrictions of Coronado Country Club Estates Community Association shall hereafter read as follows, to wit:

"Section 2. Amendment. For a period of four (4) years after the recording of this Declaration, the Developer may make any amendment, including those required by the Federal Mortgage Agencies, the City of El Paso, or the Titled Insurer designated by the Lead Lender, by the execution and recordation of such amendment following registered notice to all Owners other than Developer. After such four (4) year period, any amendment not required by such Agencies shall be accompanied by a document signed by Owners of not less than seventy-five percent (75%) of the Lots and evidence of the Approvals required by Article VIII. An Amendment must be recorded in order to become effective."

EXECUTED this 27th day of October, 1982.

SIERRA VISTA JOINT VENTURE

By: A. V. C. DEVELOPMENT CORPORATION

By 
Ex. Vice President

And: FIRST SERVICE CORPORATION OF EL PASO

By [Signature]
/President

ATTEST:

[Signature]
Secretary

A. V. C. DEVELOPMENT CORPORATION

By [Signature]
Ex. Vice /President

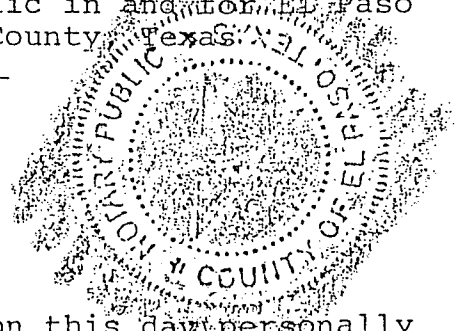
THE STATE OF TEXAS)
 :
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared Arnold B. Peinado, Jr., Ex. Vice President of A.V.C. DEVELOPMENT CORPORATION, known to me personally and officially to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of October, 1982.

[Signature]
Notary Public in and for El Paso
County, Texas

My commission expires 7/23/86



THE STATE OF TEXAS)
 :
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared Richard Thomas, President of FIRST SERVICE CORPORATION OF EL PASO, known to me personally and officially to be the person whose name is subscribed to the

foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of October, 1982.



Barbara Schroeder
Notary Public in and for El Paso
County, Texas

My Commission expires 7/23/86

FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS

First Amendment to the Covenants and Restrictions of Coronado Country Club Estates Community Association, of record in Book 1125, Page 0414 of the Deed Records of El Paso County, Texas, and refiled in Book 1129, Page 1683 of the Deed Records of El Paso County, Texas.

THIS FIRST AMENDMENT, made this 19th day of February, 1981, by SIERRA VISTA JOINT VENTURE, a joint venture composed of A. V. C. DEVELOPMENT CORPORATION and FIRST SERVICE CORPORATION OF EL PASO, and A. V. C. DEVELOPMENT CORPORATION, constituting the Developer, of CORONADO COUNTRY CLUB ESTATES UNIT 7 and CORONADO COUNTRY CLUB ESTATES UNIT 8, in the City of El Paso, El Paso County, Texas, in accordance with plats of record in Book 55, Page 43, and Book 56, Page 15, respectively, of the Plat Records of El Paso County, Texas:

W I T N E S S E T H:

Article V, Section 4, paragraph (e) of the Declaration of Covenants and Restrictions of Coronado Country Club Estates Community Association shall hereafter read as follows, to-wit:

"(e) Limited Services Assessments.

(1) Purpose. Limited Services Assessments shall be used to provide services not otherwise provided for by a Supplementary Declaration to one or more, but less than all, Members. Limited Services Assessments shall be used to provide safety and security services offered to Members on an elective basis, but may also include any other services the Association may offer on an elective basis that are not otherwise funded. Limited Services Assessments shall be used for services which would reasonably be expected to be delivered to a Lot continuously or on a regularly recurring basis throughout a fiscal year, but not for one-time services or for personal services to Members rather than their Living Units or Lots.

(2) Basis for Assessment. The Limited Services Assessment rates shall be based upon a separate budget or clearly segregated portion of the annual operating budget of the Association which identifies expenses relating to each of the services to be included in the Limited Services Assessment. Only those Owners receiving a specific service included in the Limited Services Assessment shall be subject to that Assessment, and Owners may be assessed only for the specific services they receive.

(3) Method of Assessment for Limited Services Assessments. By a vote of two-thirds of the Directors, the Board shall fix the Limited Services Assessment rate for each service to be included therein. For any service that benefits all Lots receiving the service, the Board shall set a single rate to be assessed against each Lot receiving the service. For a service that materially varies according to the type, size or location of the Lot, or other factors which affect expense, the Board shall set rates which reflect the differing expense.

(4) Date of Commencement of Limited Services Assessments. With respect to an Owner other than the Developer, a particular Limited Services Assessment shall commence upon the institution of a particular Limited Service to a Lot."

Article V, Section 4 of the Declaration of Covenants and Restrictions of Coronado Country Club Estates Community Association is hereby amended by adding thereto paragraph (f) to read as follows, to-wit:

"(f) Limited Common Area Assessments.

(1) Purpose of Assessment. Limited Common Area Assessments shall be used to provide for the operation, maintenance, repair and replacement of Limited Common Areas.

(2) Basis for the Limited Common Area Assessment. The basis for the Limited Common Area Assessment shall be the sum of the Assessable Units in those Clusters where the Supplementary Declaration for those Clusters provides for rights of use of the Limited Common Areas, plus any other Assessable Units of Members of the Association who have applied and are permitted by the Association to use such Limited Common Area.

1156-1633

(3) Method of Assessment for Limited Common Area Assessment. The Limited Common Area Assessments shall be levied by the Association against Assessable Units and collected and disbursed by the Association. The Board of Directors shall fix the amount of the assessment as provided hereinafter and set the date(s) such assessment shall become due. By a vote of two-thirds (2/3) of the Directors, the Board shall fix the Limited Common Area Assessment at an amount sufficient to meet the obligation imposed by the Declaration and the Supplementary Declaration. In the event the Board fails to fix the assessment for any fiscal year, then the assessment established for the prior year shall automatically be continued until such time as the Board acts.

(4) Maximum. The Supplementary Declaration shall set forth the maximum Annual Limited Common Area Assessment and methods by which such maximum may be changed.

(5) Date of Commencement of Limited Common Area Assessment. With respect to an Owner other than the Developer, the Annual Limited Common Area Assessment shall commence upon the commencement of the Annual General and Cluster Assessments, provided there has been a conveyance of a Limited Common Area to the Association; otherwise, the Annual Limited Common Area Assessment shall commence on the first day of the month following the month in which a conveyance of a Limited Common Area to the Association occurs."

Article V, Section 6 of the Declaration of Covenants and Restrictions of Coronado County Club Estates Community Association shall hereafter read as follows, to-wit:

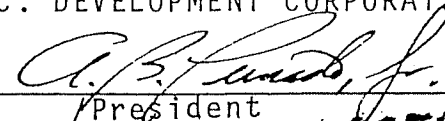
"Section 6. Developer Assessment. The Developer shall pay an annual Developer Assessment on the aggregate of all unimproved property shown on the Development Plan which he owns or has contracted to purchase. The annual Developer Assessment shall be an amount equal to fifty-five (55) times the Annual General Assessment rate for that year, less fifty percent (50%) of the previous year's accrued General Assessment income, provided it shall not be less than zero. The amount of the annual Developer Assessment shall be credited against any obligations of the Developer arising at any time for any other Annual Assessments. The Developer Assessment shall commence concurrently with the Annual General, Cluster, or Limited Common Areas Assessments."

EXECUTED this 19th day of February, 1981.

SIERRA VISTA JOINT VENTURE

By: A. V. C. DEVELOPMENT CORPORATION

By


President

1156-1684

And: FIRST SERVICE CORPORATION OF EL PASO

By *Richard Thomas*
/President

ATTEST:

Richard Thomas
Secretary.

A. V. C. DEVELOPMENT CORPORATION

By *J. B. Peinado, Jr.*
VICE /President

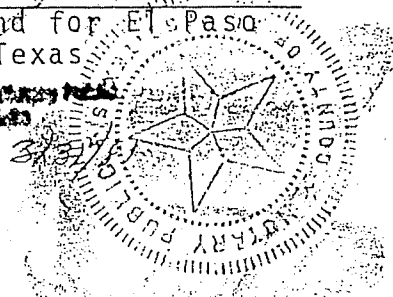
THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared ARNOLD B. PEINADO, JR., Vice-President of A. V. C. DEVELOPMENT CORPORATION, known to me personally and officially to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of February, 1981.

George L. Stephens
Notary Public in and for El Paso
County, Texas

GEORGE L. STEPHENS, Notary Public
in and for El Paso County, Texas
My Commission Expires

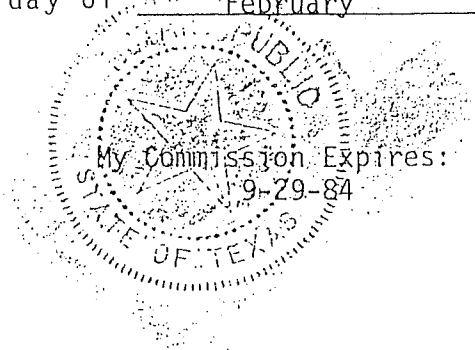


THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared Richard L. Thomas, President of FIRST SERVICE CORPORATION OF EL PASO, known to me personally and officially to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said CORPORATION.

1156-1636

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th
day of February, 1981.



Conrad Sample
Notary Public in and for El Paso
County, Texas

THE STATE OF TEXAS)
 :
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally
appeared ARNOLD B. PEINADO, JR., Vice- President of A. V. C.
DEVELOPMENT CORPORATION, known to me personally and officially to
be the person whose name is subscribed to the foregoing instrument,
and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, as the act and deed of said
CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th
day of February, 1981.

Grove L. Stephens
Notary Public in and for El Paso
County, Texas

GROVE L. STEPHENS, Notary Public
in and for El Paso County, Texas
My Commission Expires 3/31/81



1156-1635

CORONADO COUNTRY CLUB ESTATES COMMUNITY ASSOCIATIONDECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 28th day of October, 1980, by Sierra Vista Joint Venture, hereinafter called Developer.

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Exhibit A of this Declaration and located in the City of El Paso, Texas; and

WHEREAS, A.V.C. Development Corporation is the owner of real property described as JARDINES CLUSTER and QUINTAS CLUSTER on the Development Plan described in Exhibit B of this Declaration, which Clusters shall be known as CORONADO COUNTRY CLUB ESTATES, UNIT 8, City of El Paso, El Paso County, Texas, and A.V.C. Development Corporation shall have all of the rights, powers, duties and obligations as Developer of these Clusters, and

WHEREAS, Developer desires to create the first section of the Community of Coronado Country Club Estates planned as a planned residential development; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community contributing to the personal and general health, safety and welfare of residents and for the maintenance of the land and improvements thereon, and to this end desires to subject the real property described in Exhibit A, together with such additions as may hereafter be made thereto (pursuant to Article II hereof), to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, to provide means for meeting the purposes and intents herein set forth and the intents and requirements of the City of El Paso, the Developer has incorporated under the laws of the State of Texas the Coronado Country Club Estates Community Association, Inc.;

NOW, THEREFORE, the Developer declares that the real property described in Exhibit A, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth;

AND FURTHER, the Developer hereby delegates and assigns to the Coronado Country Club Estates Community Association, Inc., the powers of owning, maintaining and administering the community properties, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents.

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ARTICLE I

DEFINITIONS

Section 1. "Approval" shall mean and refer to the issuance by any agency of written approval, or any written waiver of approval rights or a letter of "no objection."

Section 2. "Assessable Unit" shall mean and refer to any real property within the Properties which is subject to assessments as provided in Article V.

Section 3. "Association" shall mean the Coronado Country Club Estates Community Association, Inc., its successors and assigns.

Section 4. "Board" shall mean and refer to the Board of Directors of the Association.

Section 5. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies of the Association as same may be from time to time amended.

Section 6. "Cluster" shall mean and refer to all platted subdivisions of one or more Lots which are subject to the same Supplementary Declaration.

Section 7. "Cluster Common Area" shall mean and refer to portions of the Common Area which are designated as Cluster Common Area in the Governing Documents and which are intended primarily for the use and enjoyment of Members residing in such Cluster.

Section 8. "Common Areas" shall mean and refer to all real property requiring maintenance (except for lots or living units thereon) and improvements thereon owned or leased by the Association or over which the Association has an easement for the common use and enjoyment of the Members.

Section 9. "Cooperative" shall mean and refer to any Multi-Family Rental Structure in which the housing units for which proprietary leases are granted are leased by and subject to the control of shareholder/members of a residential housing cooperative.

Section 10. "Declaration" shall mean this Declaration of Covenants and Restrictions and the covenants, conditions, and restrictions and all other provisions herein set forth, as same may from time to time be amended.

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Section 11. "Developer" shall mean and refer to Sierra Vista Joint Venture and A.V.C. Development Corporation, their successors and assigns; provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or which pass by operation of law. The rights and obligations set forth herein of the Developer, as Developer, shall cease when new Living Unit construction contemplated by the Development Plan is substantially completed or after seven (7) years have lapsed since the filing of the last Supplementary Declaration establishing a Cluster with Living Units or Lots.

Section 12. "Development Plan" shall mean and refer to the total general scheme of intended uses of land in the Properties approved by the City of El Paso, as illustrated in Exhibit B hereof, as may be amended from time to time, and as further defined in Article II.3.

Section 13. "Federal Mortgage Agencies" shall mean and refer to those Federal Agencies who have or may come to have an interest in the Properties, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, or successors to their interests.

Section 14. "First Mortgagee" shall mean and refer to an Institutional Lender who holds the first deed of trust on a Lot or Living Unit and who has notified the Association of its holdings.

Section 15. "Founding Documents" shall mean and refer to the Articles of Incorporation of the Association, this Declaration, Supplementary Declarations and the Association Bylaws, all as initially drawn by the Developer and filed and recorded as the case may be, and all as may be duly amended from time to time.

Section 16. "General Common Area" shall mean and refer to all real property and improvements thereon owned or leased by the Association or over which the Association has an easement, which property is for the common use and enjoyment of all Members.

Section 17. "Governing Documents" shall mean and refer collectively and severally to the Founding Documents and the Book of Resolutions, as such may be amended from time to time.

Section 18. "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, business trusts, or other similar lenders, including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such a lender, or any private governmental institution which has insured a loan of such a lender, or any combination of any of the foregoing entities.

Section 19. "Lead Lender" shall mean and refer to the First Mortgagee holding the greatest number of first mortgages on Living Units within the property, except that with regard to matters affecting only one Cluster, "Lead Lender" shall mean and refer to the First Mortgagee holding the greatest number of first mortgages on Living Units within that Cluster.

Section 20. "Limited Common Area" shall mean and refer to those portions of the Common Areas, as described in the Governing Documents or any amendment thereto, which are limited to use by Members in one or more, but less than all, Clusters.

Section 21. "Living Unit" shall mean and refer to any portion of a structure situated upon The Properties designed and intended for use and occupancy as a residence by a Single Family.

Section 22. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties, with the exception of Common Area as heretofore defined, and to any condominium unit which may be created under the Texas Condominium Act, as such may be amended from time to time, and to each living unit which may be created within a Cooperative.

Section 23. "Member" shall mean and refer to members of the Association which shall consist of all Owners and all Occupants.

Section 24. "Multi-Family Rental Structure" shall mean and refer to a structure owned by a single entity with two or more Living Units in that structure, except where such structure is a Cooperative.

Section 25. "Notice" shall mean and refer to: (a) written notice delivered personally or mailed to the last known address of the intended recipient or (b) notice through a community publication which is delivered to all Living Units.

Section 26. "Occupant" shall mean and refer to the occupant of a Living Unit who shall be the Lot Owner, a contract purchaser, or a lessee who holds a written lease having an initial term of at least twelve (12) months.

Section 27. "Owner" shall mean and refer to (1) the record holder of the fee simple title to any Lot, whether one or more persons or entites, (2) contract sellers, and (3) shareholders/members of a Cooperative; the term shall exclude those having an interest merely as security for the performance of an obligation.

Section 28. "Participating Builder" shall mean and refer to a person or entity which acquires a portion of the Properties for the purpose of improving such portion in accordance with the Development Plan for resale to Owners.

Section 29. "The Properties" shall mean and refer to all real property which is subject to the Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

Section 30. "Quorum of Members" shall mean the representation by presence or proxy of Members who hold fifty percent of the outstanding votes of each voting class.

Section 31. "Quorum of Owners" shall mean the representation by presence or proxy of Members who hold two-thirds (2/3) of the outstanding Class A votes and the representation by presence or proxy of the Class C member, so long as it shall exist. If the required Quorum of Owners is not forthcoming at the meeting, the meeting may be adjourned to another time no sooner than one week nor later than one month from that date. Should a Quorum of Owners not be present at any meeting, the quorum requirement shall be reduced by half for the subsequent adjourned meeting.

Section 32. "Registered Notice" shall mean and refer to any notice which has been signed for by a recipient or has been certified by the U.S. Postal Service or other entity as having been delivered to the address of the intended recipient. In cases of refusal, ordinary mail then constitutes due notice.

Section 33. "Single Family" shall mean and refer to a single housekeeping unit which consists of not more than three adults who are legally unrelated.

Section 34. "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Developer, which extends the provisions of this Declaration to a Cluster and contains such complementary provisions for such Cluster as are deemed appropriate by the Developer and as are herein required.

Section 35. "Zoning Ordinance" shall mean the provisions of the Code of the City of El Paso, as amended from time to time and as such shall be applicable to The Properties.

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ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of El Paso, Texas, and is more particularly described in Exhibit A and represents the first stage of the planned residential development known as Coronado Country Club Estates.

Section 2. Additions to Existing Property. Added properties may become subject to this Declaration in the following manner:

(a) Additions by the Developer. The Developer shall have the right to subject to the Declaration any additional property which lies within the land area represented by the Development Plan, as may be amended from time to time, provided that no more than seven (7) years have lapsed since the filing of the last Supplementary Declaration which subjects a Cluster to this Declaration. Upon request of the Federal Mortgage Agencies, the Developer shall provide a statement which shall set forth an estimate of the net additional operating costs expected to result from the annexation and an estimate of the expected increase in user load, if any, upon existing developed recreation facilities. In any event, the Developer shall provide to the Association written Notice of such annexation when it occurs.

(b) Other Additions. Additional land, other than that described above, may be annexed to the Existing Property upon approval of two-thirds (2/3) of the votes of a Quorum of Owners, except that the Members in a Cluster may add to its Cluster Common Area by annexing additional land not shown on the Development Plan upon meeting the following requirements:

- (1) Preparing an impact statement that assesses the financial and other impacts upon the Association that may reasonably be expected to relate to the annexation;
- (2) Securing the approval of seventy-five percent (75%) of the votes of a Quorum of Owners in the Cluster;
- (3) Securing the approval of a majority of the Board;
- (4) Amending as necessary the Cluster budget to cover the costs of annexation and maintenance

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and operating costs of the land to be annexed and securing the necessary approvals of the Class A Members in the Cluster if an increase in assessments or a special assessment is required; and

(5) Securing the Approval of the Class C Member.

The additions authorized under subsection (a) and (b) shall be made by complying with the requirements of the Zoning Ordinances, by securing the Approval of the Federal Mortgage Agencies, to the extent required by them, by filing of record one or more Supplementary Declarations of covenants and restrictions with respect to the additional property and by filing with the Association the preliminary plat for such additions.

Section 3. The Development Plan.

(a) Purpose. The Development Plan, illustrated in Exhibit B, is the design for the staged development of The Properties as a planned residential development which may be modified and amended, as provided herein, during the several years required to build the community. Because the Development Plan is a temporary design, it shall not bind the Developer to make any of the additions to the Existing Property which are shown on the Development Plan or to improve any portion of such lands in accordance with the Development Plan unless and until a Supplementary Declaration is filed for such property which subjects it to this Declaration. Thereupon, the Developer shall then be obligated to complete development of such Cluster in accordance with the Development Plan currently in effect, unless two-thirds (2/3) of the votes of a Quorum of Owners, the City of El Paso, if required, and the Federal Mortgage Agencies which have an interest in The Properties consent to a change.

(b) Amendments. The Developer hereby reserves the right to add land or amend the Development Plan for lands which have not yet been made subject to this Declaration, in response to changes in technological, economic, environmental or social conditions related to the development or marketing of The Properties or to changes in requirements of government agencies and financial institutions.

Such amendments shall be effected by: (1) giving notice of proposed changes to the Association, (2) securing the Approval of the City of El Paso, if required, and (3) securing Approval of the Federal Mortgage Agencies which have an interest in The Properties.

Section 4. Merger. In accordance with its Articles of Incorporation, the property, rights, and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association similar in corporate nature and purposes or, alternatively, the properties, rights and obligations of an association similar in corporate nature and purposes may

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by operation of law be added to property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidations, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided. Such merger or consolidation shall have the assent of seventy-five percent of the votes of a Quorum of Owners.

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ARTICLE III

ORGANIZATION OF THE ASSOCIATION

Section 1. Organization

(a) The Association. The Association is a nonprofit non-stock corporation organized and existing under the laws of Texas charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as such may be amended from time to time, provided no Governing Documents other than this Declaration shall for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(b) Institutional Plan. As the operating responsibilities of the Association expand from those related to the Properties as originally constituted to those required by the fully developed planned residential development of Coronado Country Club Estates, this Declaration and the Governing Documents shall guide the controlled and orderly evolution of the Association into a comprehensive community institution with two distinct operating and administrative levels, each with associated membership rights and assessment obligations:

(1) Cluster Level refers to the administrative and operational activities construed to be of material benefit primarily to Members within a single Cluster. A Cluster shall be established by recording a Supplementary Declaration which sets forth its boundaries, purposes, membership constituency and rights and obligations of Members which may be unique to such Cluster. A Cluster Committee shall be established for each Cluster in accordance with Section 5 of this Article and the Bylaws to advise the Board of Directors on matters pertaining to such Cluster.

(2) Community Level refers to the administrative and operational activities construed to be of material benefit to the Members of the Association without respect to the type or location of Living Unit in which they reside.

(c) Subsidiary Corporations. The Association shall have the right to form one or more subsidiary corporations, for any purpose or purposes deemed appropriate by a majority vote of the Board of Directors. Without limiting the generality of the foregoing, one or more subsidiary corporations may be formed for the operation and maintenance of any specific area or to perform any function within the Properties; however, such subsidiary corporation

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shall be subject to this Declaration and may not take any action to lessen or abate the rights of the Members.

Section 2. Membership.

(a) Basis. Membership shall be appurtenant to the Lot or Living Unit giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except as provided in the Governing Documents.

(b) Member's Rights and Duties. Each Member shall have the rights, duties and obligations set forth in the Governing Documents.

(c) Voting Rights. The Association shall have three classes of voting membership:

Class A. Class A Members shall be all Owners except the Class C Members. Class A Members shall be entitled to one vote for each Lot owned or for each Living Unit controlled within a Cooperative, except an Owner of a Lot on which a Multi-Family Rental Structure is or will be constructed shall not be entitled to cast more votes on any issue than ten percent of all Class A votes cast on such issue by Owners of Lots having Assessable Units which are not in a Multi-Family Structure and, further, in the case of elections, the number of votes such Owner shall be entitled to cast for each vacancy shall be limited to one vote for each Lot owed plus one vote for each twenty-five Living Units he owns.

Class B. Class B Members shall be all occupants of Living Units. Class B Members shall have one vote for the Living Unit they occupy.

Class C. The Class C Member shall be the Developer who shall have 1,750 votes less the number of Class B votes outstanding at the time a vote is taken. (The initial number of votes assigned to the Class C Member is based on granting such Member one vote for each of the proposed Living Units indicated on the Development Plan.)

The Class C Membership shall cease upon the earliest of the following events: when the total number of Class B votes equals the total number of Class C votes, or December 31, 2000, or upon written notice to the Association which notice shall be no sooner than December 31, 1985.

(d) Exercise of Vote. The vote for any membership which is held by more than one person may be exercised by any one of them, unless any objection or protest by any holder of such membership is made prior to the completion of a vote, in which case the vote for such membership shall not be counted.

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Any person or entity qualifying as a member of more than one voting class may exercise those votes to which he is entitled for each such class of membership.

Section 3. Board of Directors.

(a) Composition. The number of Directors shall be as provided in the Bylaws. The Developer shall have the right to appoint at least two Directors; the remainder shall be selected as provided in the Bylaws.

(b) Extent of Power.

(1) The Board of Directors shall have all power for the conduct of the affairs of the Association which are enabled by law and the Founding Documents which are not specifically reserved to Members, the Developer, the Covenants Committee, or the Cluster Committee by said Documents.

(2) The Board of Directors shall exercise its power in accordance with the Governing Documents and, specifically, in accordance with the Management Standards Agreement attached hereto as Exhibit C.

(c) Powers and Duties. Without limiting the generality thereof, the Board shall have the power and obligation to perform the following duties:

- (1) Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association, except that the acquisition, mortgaging or disposal of Common Area and/or improvements shall be subject to the provisions of Article II and Article IV, respectively.
- (2) Rule Making. To establish rules and regulations for the use of property as provided in Articles IV and VI and to review, modify and approve design standards proposed by the Covenants Committee or Cluster Committee as provided for in Section 5 of this Article.
- (3) Assessments. To fix, levy and collect assessments as provided in Article V.
- (4) Easements. To grant and convey easements to and rights of use of the Common Area as may become necessary and as provided in Articles IV and VII.

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- (5) Employment of Agents. To employ, enter into contract with, delegate authority to and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Association and as provided in the Management Standards Agreement.
- (6) Mergers/Consolidations. To participate in mergers and consolidations with other corporations as provided in Article II.
- (7) Appeals. To decide appeals of Covenants Committee decisions as provided herein.
- (8) Enforcement of Governing Documents. To perform acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, to enforce or effectuate any of the provisions of the Governing Documents.
- (9) Committee Review. To act in the place of, temporarily suspend the authority of, or reverse or modify a decision of the Covenants Committee or a Cluster Committee if it fails to act or takes an action or makes a decision that is not in conformance with the Governing Documents or the interests of the Association or, as relates to Cluster Committees, if a majority of a Quorum of Owners in the Cluster so request.

Section 4. The Covenants Committee.

(a) Composition. A Covenants Committee shall be established by the Board when the first Lot is conveyed from the Developer or a Participating Builder to an Owner who is not the Developer or a Participating Builder.

The Covenants Committee shall consist of not less than three persons who shall be appointed by the Board of Directors as provided in the Bylaws.

(b) Powers and Duties. The Covenants Committee shall function in two broad areas: to review the external design, appearance, and location of The Properties and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the Common Areas, and to monitor and, subject to appeal to the Board, enforce compliance with the provisions of the Governing Documents. In furtherance thereof, the Covenants Committee shall:

- (1) Review and approve, modify or disapprove written applications of Owners (other than Developer and Participating Builders) and of the Association for exterior alterations or additions to Lots, Living Units or Common Areas. All applications for additions or alterations to Lots or Living

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Units once such have been conveyed to an Owner other than the Developer or a Participating Builder shall be acted upon with the advice of the Cluster Committee for the Cluster in which the Lot is located.

- (2) In accordance with the Bylaws and Book of Resolutions, monitor Lots and Living Units for compliance with design standards and approved plans for alteration.
- (3) Propose design standards for adoption by the Board.
- (4) In accordance with procedures adopted by the Board, and entered in the Book of Resolutions, decide cases of alleged infraction of the Governing Documents.
- (5) Propose procedures for the exercise of its duties for adoption by the Board.

(c) Failure to Act. In the event the Covenants Committee fails to approve, modify, or disapprove in writing a correctly filed application within forty-five (45) days, approval will be deemed granted, except that where an application is for a change clearly prohibited by the Governing Documents a failure to act shall not constitute a waiver of the restriction or an approval.

(d) Appeal. In accordance with procedures adopted by the Board and entered in the Book of Resolutions, an applicant may appeal an adverse Covenants Committee decision to the Board of Directors which may uphold, reverse or modify such decision by a two-thirds (2/3) vote of the Directors.

(e) Funds. The Board of Directors shall annually budget a reasonable fund for the operations of the Covenants Committee, supported by the General Assessment, the expenditure of which shall be at the sole discretion of the Covenants Committee, except that the Committee must have written concurrence of the Board before any suit against a member is initiated.

Section 5. Cluster Committee.

(a) Composition. A Cluster Committee shall be established for each Cluster in accordance with the Bylaws.

(b) Powers and Duties.

- (1) Annually prepare, for incorporation into the annual Association budget, a Cluster budget that reflects the requirements of the Supplementary Declaration for that Cluster and for services deemed necessary or desirable by the Class A Members in the Cluster and which will be funded by Cluster Assessments.

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- (2) In accordance with procedures adopted by the Board and entered in the Book of Resolutions, review and make recommendations to the Covenants Committee on design standards and on applications for design changes to Lots or Living Units in that Cluster.
- (3) In accordance with procedures adopted by the Board and entered in the Book of Resolutions, monitor and assist in obtaining compliance with the Governing Documents.
- (4) Advise the Board as to the consensus of Cluster Members on Cluster and Association matters.
- (5) Perform such duties as may be assigned by the Board.

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ARTICLE IV

COMMON AREAS

Section 1. Obligations of the Association. The Association, subject to the rights of the Members set forth in this Declaration, shall be responsible for the management and control, for the exclusive benefit of the Members, of the Common Areas conveyed or leased to it and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with the standards of sound property management.

Section 2. Easements and Rights of Enjoyment.

The Common Areas shall consist of the following:

(a) General Common Areas. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the General Common Areas which may come to exist on The Properties and which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment to the General Common Areas.

(b) Cluster Common Areas. Subject to the provisions herein, the Owners of Lots within a Cluster shall have a right and easement of enjoyment in and to the areas designated as Cluster Common Areas by the Governing Documents or an amendment thereto, which shall be appurtenant to and shall pass with the title to every Lot, and every Member within such Cluster shall have a right of enjoyment to the Cluster Common Areas.

(c) Limited Common Areas. Where the Supplementary Declaration for a Cluster provides for rights of use of the Limited Common Areas, every Owner in that Cluster shall have a right and easement of enjoyment in and to the Limited Common Area designated as such by the Governing Documents or any amendment thereto, and every Member in that Cluster shall have a right of enjoyment to the Limited Common Area, subject to the provisions herein which shall be appurtenant to and shall pass with the title to every Lot.

Any Class A Member not granted a right of use and enjoyment of the Limited Common Area by the Supplementary Declaration for his Cluster may apply to the Board for such a right of use and enjoyment subject to the provisions herein. In any fiscal year the Board shall examine the number of Class A Members so applying and shall grant or withhold approval based on the anticipated user load and the capacity of the Limited Common Area facilities. If approval is granted, the Class A Member shall pay in advance the annual Limited Services Assessment relative to use of the Limited Common Areas.

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A Member who has not acquired a right to use the Limited Common Area by either the Supplementary Declaration for his Cluster or upon application to and approval of the Board and payment for fees required shall not be entitled to use of the Limited Common Area as a guest of a Member or in any other manner.

Section 3. Extent of Members' Easements. The Members' easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable admission and other fees for the use of the Common Areas;

(b) The rights of the Association to suspend the right of an Owner to use the recreational facilities for any period of time during which any assessment against his Lots remains unpaid for more than thirty (30) days after notice until such default has been remedied; the right of Association to suspend the right of a member to use the recreational facilities for a period not to exceed sixty (60) days for any other infraction of the Governing Documents;

(c) The right of the Association to mortgage any or all of the General Common Areas with the assent of seventy-five percent (75%) of the votes of a Quorum of the Owners; any or all of the Limited Common Areas with the assent of seventy-five percent (75%) of the votes of a Quorum of Owners entitled to use the Limited Common Areas; and any or all of the Cluster Common Areas with the assent of seventy-five percent (75%) of the votes of a Quorum of Owners of Lots in the Cluster. In the event of a default upon any mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge reasonable admission and other fees as a condition to continued enjoyment by the Members, and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored.

(d) The right of the Association to convey or transfer all of any part of the General Common Areas, subject to the prior approval of the City of El Paso, if required, and assent of seventy-five percent (75%) of the votes of a Quorum of the Owners; the right of the Association to convey or transfer all of any part of the Limited Common Areas with the assent of seventy-five percent (75%) of the votes of a Quorum of the Owners entitled to use the Limited Common Areas; and the right of the Association to convey or transfer all of any part of the Cluster Common Areas with the assent of seventy-five percent (75%) of the votes of a Quorum of Owners of the Lots in the Cluster;

(e) The right of the Association to regulate the use of the Common Areas for the benefit of Members;

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(f) The right of the Association to grant easements for use of the Common Areas.

Section 4. Delegation of Use. Any member may delegate his right of enjoyment to the Common Areas to the members of his family, lessees and to his guests, subject to provisions herein and to such general regulations as may be established from time to time by the Association and included within the Book of Resolutions.

Section 5. Title to Common Areas.

(a) The Developer may retain the legal title to areas designated as Common Areas or portions thereof until such time as it has completed improvements thereon; thereupon the Developer hereby covenants that it will convey such Common Areas or portions thereof to the Association free and clear of liens and financial encumbrances. Assessments may not be used to defray operating and maintenance costs of designated Common Areas owned by the Developer that have not been conveyed to the Association.

(b) When Common Areas are to be conveyed to the Association, the following requirements must be met:

- (1) Common Areas and improvements shall be routinely deeded at time of or after plat recordation;
- (2) The Developer shall endeavor to give written Notice of intent to convey land and improvements to the Association not less than thirty (30) days prior to such conveyance.
- (3) In cases where land has already been conveyed, but improvements thereon have not been completed, the Developer shall endeavor to give to the Association written Notice of completion not less than thirty (30) days prior to the date on which the Association is to assume full operational and maintenance responsibility.
- (4) On or before the date of assumption of operational and maintenance responsibilities by the Association, the Developer shall provide to the Association the following, as appropriate:
 - (a) Deed to Common Areas;
 - (b) Record plat;
 - (c) Site plans, construction drawings and specifications for major improvements;

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(c) In the event any Common Area shown in the Development Plan which is not owned by the Association is foreclosed upon, the Association shall have a right of first refusal to purchase the Common Area for an amount not more than the outstanding obligation. If the Common Area is secured through the obligation on a larger tract of land, the holder shall separate the Common Area obligation based upon the ratio of a fair appraisal of the Common Area to fair appraisal of the larger tract. The Common Area appraisal shall take into consideration its limitation of development for commercial and residential use. Appraisal shall be conducted by an MAI Appraiser.

(d) Should the Developer not complete the project, then it further covenants that it shall convey to the Association, free and clear of financial encumbrances, sufficient Common Areas, as required by the Zoning Ordinances of the City of El Paso. For these purposes, the Developer shall be said to have not completed the project when seven (7) years have lapsed since the recording of a Supplementary Declaration establishing a Cluster containing Living Units. All Common Area conveyances to the Association by the Developer shall be made free and clear of all liens and encumbrances.

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ARTICLE V
COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Obligation for Assessments. The Developer hereby covenants for each Lot within the Properties, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association such Annual and Special Assessments as are established herein and paid in the manner hereinafter provided.

The Annual and Special Assessments, together with such late fees as may be levied, interest, costs of collection (including court costs and attorney fees) as hereinafter provided, 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 late fees, interest and costs of collection, shall also be the personal obligation of the Owner of such property. In the case of a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for any unpaid assessments and/or charges, without regard to the right of the grantee to recover from the grantor the amounts paid by grantee for such assessments and/or charges. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Assessable Unit.

Section 2. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Assessable Unit shall not affect the assessment lien. However, the sale or transfer of any Assessable Unit pursuant to 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 sale or transfer shall relieve such Assessable Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3. Perfection of the Lien for Assessments.

The Association, in order to perfect the lien for assessments, shall file among the deed books in the clerk's office of the County of El Paso, an affidavit of lien. The affidavit of lien must be filed according to the following requirements.

(a) The affidavit of lien must be filed not less than thirty (30) days, but within the time prescribed by law, from the time such assessment or installment thereof became due and payable.

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(b) The affidavit of lien must be signed and verified by the oath of the president or treasurer of the Association.

(c) The affidavit of lien must contain the following information:

- (1) A description of the property, including the Lot number, the property address, the name of the Association, the city or county wherein the Association is located, and the deed book and page number where the first page of the Declaration is recorded.
- (2) The name of the Owner of that Assessable Unit.
- (3) The amount of unpaid assessments currently due, including accelerated installments as provided in Section 7 of this Article, or past due together with the date when each fell due.
- (4) The amount of all late charges, interest, and costs of collection being claimed.
- (5) The date of issuance of the affidavit.

(d) The cost of recording such memorandum shall be charged against the Owner of the Lot.

Section 4. Annual Assessments shall consist of General Assessments, Cluster Assessments, and Limited Services Assessments.

(a) General Assessments.

(1) Purpose. The General Assessment shall be used exclusively:

(a) to provide services to Members which promote the health, safety and welfare of the Members; and

(b) to improve, maintain, and operate the General Common Area and improvements, including funding of appropriate reserves for future repair and replacement.

(2) Basis for Assessment. The Annual General Assessment rate shall be the same for all Assessable Units as defined in Article 1.

(3) Maximum. Until April 1 of the year following the year in which assessments commenced, the maximum General Assessment shall be Three Hundred Sixty Dollars (\$360.00).

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- (4) Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of assessments, the Board of Directors may increase the Maximum each year by the greater of:
- (1) a factor of not more than fifteen percent (15%) of the Maximum for the current fiscal year or
 - (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan El Paso area; such increase shall become effective to the first day of the next fiscal year.

From and after the first day of the fiscal year immediately following the commencement of assessments, the Maximum General Assessment may be increased above the amount which can be set by the Board with the assent of two-thirds (2/3) of the votes of the Quorum of Owners.

(b) Cluster Assessments.

- (1) Purpose. Cluster Assessments shall be used and applied only for such purposes as are authorized by the Supplementary Declaration for a given Cluster, and reflected in the budget submitted by the Cluster Committee.
- (2) Basis. The Supplementary Declaration shall set forth the basis by which all Assessable Units in the Cluster shall be assessed.
- (3) Maximum. The Supplementary Declaration shall set forth the maximum Annual Cluster Assessment and methods by which such maximum may be changed.

(c) Method of Assessment for General and Cluster Assessments.

All Annual General and Annual Cluster Assessments shall be levied by the Association against Assessable Units and collected and disbursed by the Association. The Board of Directors shall fix the amount of the Assessments as provided hereinafter and set the date or dates such Assessments shall become due. By a vote of two-thirds (2/3) of the Directors, the Board shall fix the Annual General Assessments and Annual Cluster Assessments at an amount not in excess of the current maximum for each assessment, provided however, that the Annual Assessments shall be sufficient to meet the obligations imposed by the Declaration and the Supplementary Declarations. The Board shall not change the Cluster Assessment rate from that set in the Cluster budget submitted by the Cluster Committee except with the approval of the Cluster Committee, unless the Cluster budget does not meet or is inconsistent with the re-

quirements of the Supplementary Declaration for that Cluster. In the event the Board fails to fix an assessment for any fiscal year, then each assessment established for the prior year shall automatically be continued until such time as the Board acts.

(d) Date of Commencement of Annual General and Cluster Assessments.

(1) With respect to an Owner who is not the Developer or a Participating Builder, the first Annual Assessment provided for herein shall commence on the first day of the month following the month in which:

(1.1) The sale of a Living Unit has been closed to the Owner; or,

(1.2) A Certificate of Occupancy has been issued; or

(1.3) The Living Unit has been occupied;

whichever is the first to occur, but in any event no later than twelve (12) months from the date of execution of a Warranty Deed by Developer, or date of execution by Purchaser of a Contract of Sale with the Developer covering a Lot, whichever is earlier.

(2) With respect to an Owner who is a Participating Builder, the first Annual Assessment provided herein shall commence on the first day of the fourth (4th) month following the month in which a Certificate of Occupancy has been issued, but in any event no later than the first day of the sixteenth (16th) month after the execution of Warranty Deed by Developer conveying the Lot.

(e) Limited Services Assessments.

(1) Purpose. Limited Services Assessments shall be used to provide services not otherwise provided for by a Supplementary Declaration to one or more, but less than all, Members. Limited Services Assessments shall be specifically used to provide safety and security services offered to Members on an elective basis, but may also include any other services the Association may offer on an elective basis that are not otherwise funded. Limited Services Assessments shall be used for services which would reasonably be expected to be delivered to a Lot continuously or on a regularly recurring basis throughout a fiscal year, or for right of use of Limited Common Areas, but not for one-time services or for personal services to Members rather than their

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Living Units or Lots.

- (2) Basis for Assessment. The Limited Services Assessment rates shall be based upon a separate budget or clearly segregated portion of the annual operating budget of the Association which identifies expenses relating to each of the services to be included in the Limited Services Assessment. Only those Owners receiving a specific service included in the Limited Services Assessment shall be subject to that Assessment, and Owners may be assessed only for the specific services they receive.
- (3) Method of Assessment for Limited Services Assessments. By a vote of two-thirds of the Directors, the Board shall fix the Limited Services Assessment rate for each service to be included therein. For any service that benefits all Lots receiving the service, the Board shall set a single rate to be assessed against each Lot receiving the service. For a service that materially varies according to the type, size or location of the Lot, or other factors which affect expense, the Board shall set rates which reflect the differing expense. In the case of Limited Services Assessments for right of use of Limited Common Areas, the rate shall include both operating expenses and applicable reserves.
- (4) Date of Commencement of Limited Services Assessments. With respect to an Owner other than the Developer, a particular Limited Services Assessment shall commence:
 - (4.1) Upon the commencement of the Annual General and Cluster Assessments, provided there has been a conveyance of a Limited Common Area to the Association; or,
 - (4.2) Upon the institution of a particular Limited Service to a Lot.

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Section 5. Special Assessments.

(a) Capital Improvement Assessment. The Association may levy in any assessment year a Special Assessment against Assessable Units, applicable to that year and payable over not more than the next three (3) succeeding years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement or major landscaping effort upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the Class C Member, if any, and of two-thirds of the votes of a Quorum of Owners. Special Assessments for Capital Improvements to Cluster Common Areas and areas subject to easement by the terms of this Declaration or any Supplementary Declaration, which will primarily benefit and be maintained by the Owners of that Cluster, require only the approval of two-thirds of the votes of a Quorum of Owners of the affected Cluster.

(b) Restoration Assessment. The Association may levy a Restoration Assessment upon any Lot when the Owner fails to maintain such Lot, as provided in Article VI, Section 2. Restoration Assessments shall be limited to the amount necessary to meet the cost of restoration and the cost of collection thereof.

Section 6. Developer Assessment. The Developer shall pay an annual Developer Assessment on the aggregate of all unimproved property shown on the Development Plan which he owns or has contracted to purchase. The annual Developer Assessment shall be an amount equal to ninety (90) times the Annual General Assessment rate for that year, less fifty percent (50%) of the previous year's accrued General Assessment income; provided it shall not be less than zero. The amount of the annual Developer Assessment shall be credited against any obligations of the Developer arising at any time for any other Annual Assessments. The Developer Assessment shall commence concurrently with the Annual General and Cluster Assessments, or Limited Services Assessments for Limited Common Areas.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or installment thereof not paid within thirty (30) days after the due date shall be delinquent. Thereupon, the Association may: (a) declare the entire balance of such annual or special assessment due and payable in full; (b) charge interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, such rate to be set by the Board for each assessment period; (c) give written notice to the Owner, mailed to his last known address, that in the event payment with accrued interest is not paid within thirty (30) days from the date of notice, then the expressed contractual lien provided herein shall be foreclosed; notice and sale in the event of foreclosure shall be done according to Article 3810 of the Revised Civil Statutes of

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Texas, and the President, Vice-President and Treasurer, or any one of them, are hereby appointed Trustee for the sale under the terms hereof; the Owner's property shall be sold by the Trustee to the highest bidder for cash at the door of the Courthouse in El Paso County, Texas; (d) upon registered Notice to the Owner, suspend the right of any such Owner to vote and use the recreational facilities; (e) employ other remedies available at law or equity.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by a public authority and devoted to public use; (2) all Common Areas; (3) all properties exempted from taxation by the state or city government upon the terms and to the extent of such legal exemption; (4) all Lots or Living Units used by the Developer for sales and marketing purposes. Except as provided in (4) herein, no occupied Living Units shall be exempt from said assessments, charges or liens.

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ARTICLE VI
USE OF PROPERTY

Section 1. Protective Covenants.

(a) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to jeopardize property values or be detrimental to the well-being of Members.

(b) Restriction on Further Subdivision. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments.

(c) Conditions for Design Control. No improvements, alterations, repairs, change in paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot or Common Area or the improvements located thereon from its natural or improved state, existing on the date such property was first conveyed to an Owner other than the Developer or a Participating Builder shall be made or done without the prior approval of the Covenants Committee and, as evidenced by a copy of the appropriate building permits filed with the Covenants Committee, local governmental agencies. No building, fence, wall, residence or other structure shall be commenced, erected, improved, altered, made or done on such property without the prior written approval of the Covenants Committee and, as evidenced by a copy of the appropriate building permits filed with the Covenants Committee, local governmental agencies.

(d) Leasing. No living Unit shall be rented for transient or hotel purposes or in any event for an initial period of less than six months. No portion less than all of any Living Unit shall be leased for any period. No Owner shall lease a Living Unit other than on a written form of lease requiring the lessee to comply with the Governing Documents, and providing that failure to comply constitutes a default under the lease. (See Exhibit D) Each Owner of a Living Unit shall, promptly following the execution of any lease of a Living Unit, forward a conformed copy thereof to the Board of Directors. The foregoing provisions of this subparagraph, except the restriction against use for hotel or transient purposes, shall not apply to the Declarant, or to a Mortgagee in possession of a Unit as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure.

(e) Rules. From time to time the Board of Directors shall adopt and promulgate general rules, including but not limited to, rules to regulate potential problems relating to the use of property and the well-being of Members, such as keeping of animals, storage and

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use of all vehicles, storage and use of machinery, use of outdoor drying lines, antennas, signs, trash and trash containers, maintenance and removal of vegetation on The Properties. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

(f) Exceptions. The Board of Directors may issue temporary permits to waive any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures. So long as the Developer is engaged in developing or improving any portion of the Properties, it shall be exempt from (c) above and rules affecting movement, disposition and storage of building materials and equipment, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of The Properties.

Section 2. Maintenance of Property.

(a) Owner Obligation. To the extent the exterior maintenance by the Association is not provided for in a Supplementary Declaration, in a deed to a Lot, or through a Limited Services Assessment, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

(b) Failure to Maintain. In the event an owner of any Lot in The Properties fails to maintain the premises and the improvements situated thereon as provided herein, the Association, after Notice to the Owner and approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Restoration Assessment upon such Lot and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided for non-payment.

Section 3. Resale of Lots.

(a) Reference to Declaration. The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference the covenants and restrictions set forth in this Declaration as well as any applicable Supplementary Declaration.

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(b) Notification. The Contract Seller of a Lot or Living Unit shall, not less than fifteen (15) days prior to the contract date of the disposition, notify the Board of Directors as to his intent to sell the Lot or Living Unit so that an estoppel certificate may be prepared.

(c) Estoppel Certificate. Within ten (10) days of the receipt of such notification, the Board shall prepare an estoppel certificate which shall set forth any assessments and charges due upon such Lot at time of conveyance and certify as to whether or not there are violations of the Governing Documents remaining on the Lot as of the date of preparation of such certificate. This certificate shall be delivered to the place designated by Seller. Outstanding assessments, if any, and a reasonable charge to cover the cost of providing such certificate shall be transmitted directly to the Association by the closing agent. A specimen certificate is attached as Exhibit E.

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ARTICLE VII

EASEMENTS

Section 1. Utility Easements. There is hereby created an easement upon, across, over, through and under The Properties for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to, water, sewers, gas, telephones, electricity, television, or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in, and under the roofs and exterior walls of Living Units provided that such company restores disturbed areas to the condition in which they were found.

Notwithstanding anything to the contrary contained in this paragraph: (1) no sewers, electrical lines, water lines or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as approved by the Developer, prior to the conveyance of the first Lot in a Cluster to an Owner, or by the Association thereafter, and (2) it shall not be construed to apply to the relocation, installation, or removal of utility lines within a Living Unit which serve only that unit. This easement shall in no way affect any other recorded easements on said premises.

Section 2. Developer's Easement to Correct Drainage. For a period of two years from the date of conveyance of each Lot, the Developer reserves an easement and right on, over and under the ground within that Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give timely notice of intent to take such action to all affected Owners, unless in the option of the Developer an emergency exists which precludes such notice.

Section 3. Construction Easements and Rights. Notwithstanding any provision of this Declaration or of any Supplementary Declaration, so long as the Developer or a Participating Builder is engaged in developing or improving any portion of The Properties, such persons shall have an easement of ingress, egress and use over any lands

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not conveyed to an Owner for occupancy for (1) movement and storage of building materials and equipment, (2) erection and maintenance of directional and promotional signs, and (3) conduct of sales activities, including maintenance of model Living Units. Such easement shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of The Properties.

Section 4. Easement to Inspect and Correct Violations. There is hereby created an easement in favor of the Association for ingress and egress on any Lot during reasonable hours (a) to inspect such property for alleged violations of the Governing Documents, and/or compliance with architectural standards and/or approved plans for alterations and improvements, provided the Owner of such Lot is given written notice of the purpose and time of inspection at least three (3) days in advance thereof, and (b) performing such correction of violations or such maintenance on said lot as is required by this Declaration, any Supplementary Declaration, or the deed to the Lot.

Section 5. Easement for Governmental Personnel. A right of entry on any Lot or Common Area is hereby granted to law enforcement officers, fire and rescue and local animal control personnel as needed to carry out their duties, including enforcement of cleared emergency vehicle access zones.

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ARTICLE VIII

RIGHTS OF INSTITUTIONAL LENDERS AND FEDERAL AGENCIES

Section 1. Consents. The Association shall not, without the prior written consent of the Lead Lender and two-thirds of the other First Mortgagees:

(a) Amend any portions of the Declaration or any Supplementary Declaration which relate to the basis for assessments, or

(b) Mortgage, partition, subdivide, transfer or otherwise dispose of any of the Common Area or improvement thereon.

The Association shall provide such notice to and obtain such Approvals from Institutional Lenders as are required by the Management Standards Agreement, Exhibit D, as same may be from time to time amended.

Section 2. Approvals. As long as the Developer has Class C membership rights, the following actions require the prior Approval of the Federal Mortgage Agencies should they have an interest in the Properties: annexation of additional properties, dedication of the Common Area, mergers and consolidations, mortgaging of the Common Area, amendment of this Declaration, any Supplementary Declaration or of the Development Plan.

Prior Approval of the Lead Lender, without regard to the status of Class C Membership, may be required for annexation of additional properties, dedication of the Common Area, mergers and consolidations, mortgaging of the Common Areas, and amendment or termination of this Declaration or any Supplementary Declaration.

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ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of thirty (30) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by Owners of not less than seventy-five percent (75%) of the Lots. A termination shall be Approved by the City of El Paso, if required, and be recorded in order to become effective.

Section 2. Amendment. For a period of two (2) years after the recording of this Declaration, the Developer may make any amendment, including those required by the Federal Mortgage Agencies, the City of El Paso, or the title insurer designated by the Lead Lender, by the execution and recordation of such amendment, following Registered Notice to all Owners other than Developer. After such two (2) year period, any amendment not required by such agencies shall be accompanied by a document signed by Owners of not less than seventy-five percent (75%) of the Lots and evidence of the Approvals required by Article VIII. An amendment must be recorded in order to become effective.

Section 3. Enforcement. The Association, any Owner, Occupant or First Mortgagee, as their interests may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of Supplementary Declarations. Failure to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any enforcement proceedings shall be entitled to recover reasonable attorney fees and court costs.

Section 4. Certain Rights of the Developer. For such time as the Developer shall own Lots, its rights and interest shall not be prejudiced by any of the following actions unless it shall, in writing, join in such actions:

There shall be no amendments to the Founding Documents which:

- (a) Discriminate or tend to discriminate against its rights as an Owner, or
- (b) Changes Article I, DEFINITIONS, in a manner which alters its rights, or

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- (c) Alters its rights under Article II as regards annexation of additional properties, or
- (d) Alters the character and rights of membership or the rights of the Developer as set forth in Article III, or
- (e) Alters previously recorded or written agreements with public or quasi-public agencies as regards easements and rights of way, or
- (f) Denies the right to convey Common Area to the Association so long as such Common Areas lie within the land area represented in the Development Plan, or
- (g) Alters its rights as set forth in Article VI relating to design controls, or
- (h) Alters the basis for assessments, or
- (i) Alters the provisions of the protective covenants as set forth in Article VI, or
- (j) Alters the Developer's rights as they appear under this Article.

Section 5. Limitations. As long as the Developer has an interest in developing the Properties as defined in Article I hereof, the Association may not use its financial resources to defray any costs of opposing the development activities so long as they remain consistent with the general intents of the Development Plan. Nothing in this Section shall be construed to limit the rights of the members to act as individuals or in affiliation with other members or groups.

Section 6. Severability. Invalidation of any one of those covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 7. Conflict. In the event of conflict among the Governing Documents, this Declaration shall control, then Supplementary Declarations, then the Articles of Incorporation of the Association, then the Bylaws, then the Book of Resolutions; except that in all cases where the Governing Documents may be found to be in conflict with statute, the statute shall control.

Section 8. Interpretation. Unless the context otherwise requires the use herein, the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions thereof.

IN WITNESS WHEREOF, the Developer, SIERRA VISTA JOINT VENTURE, a joint venture composed of A.V.C. DEVELOPMENT CORPORATION and FIRST SERVICE CORPORATION OF EL PASO, has caused these presence to be duly executed this 28 day of October, 1980.

SIERRA VISTA JOINT VENTURE

A.V.C. DEVELOPMENT CORPORATION

By *Rene Pineda*
/President

FIRST SERVICE CORPORATION OF EL PASO

By *Rudolph*
/President

ATTEST:

W. C. Wolf
Secretary

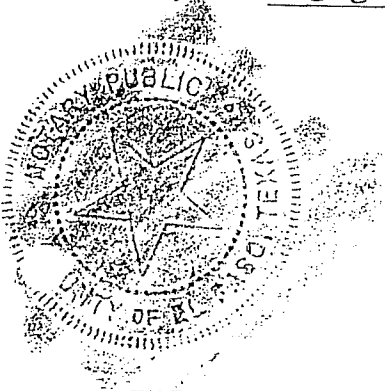
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THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared Robert Peinado, President of A. V. C. DEVELOPMENT CORPORATION, known to me personally and officially to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28 day of October, 1980.

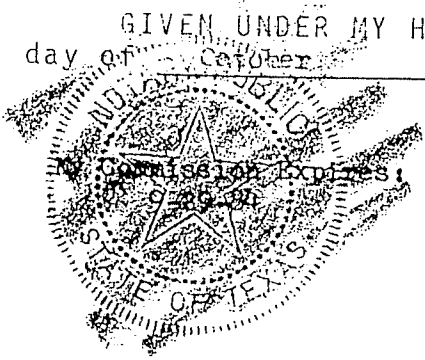


[Signature]
Notary Public in and for El Paso
County, Texas

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared Richard L. Thomas, President of FIRST SERVICE CORPORATION OF EL PASO, known to me personally and officially to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of October, 1980.



[Signature]
Notary Public in and for El Paso
County, Texas

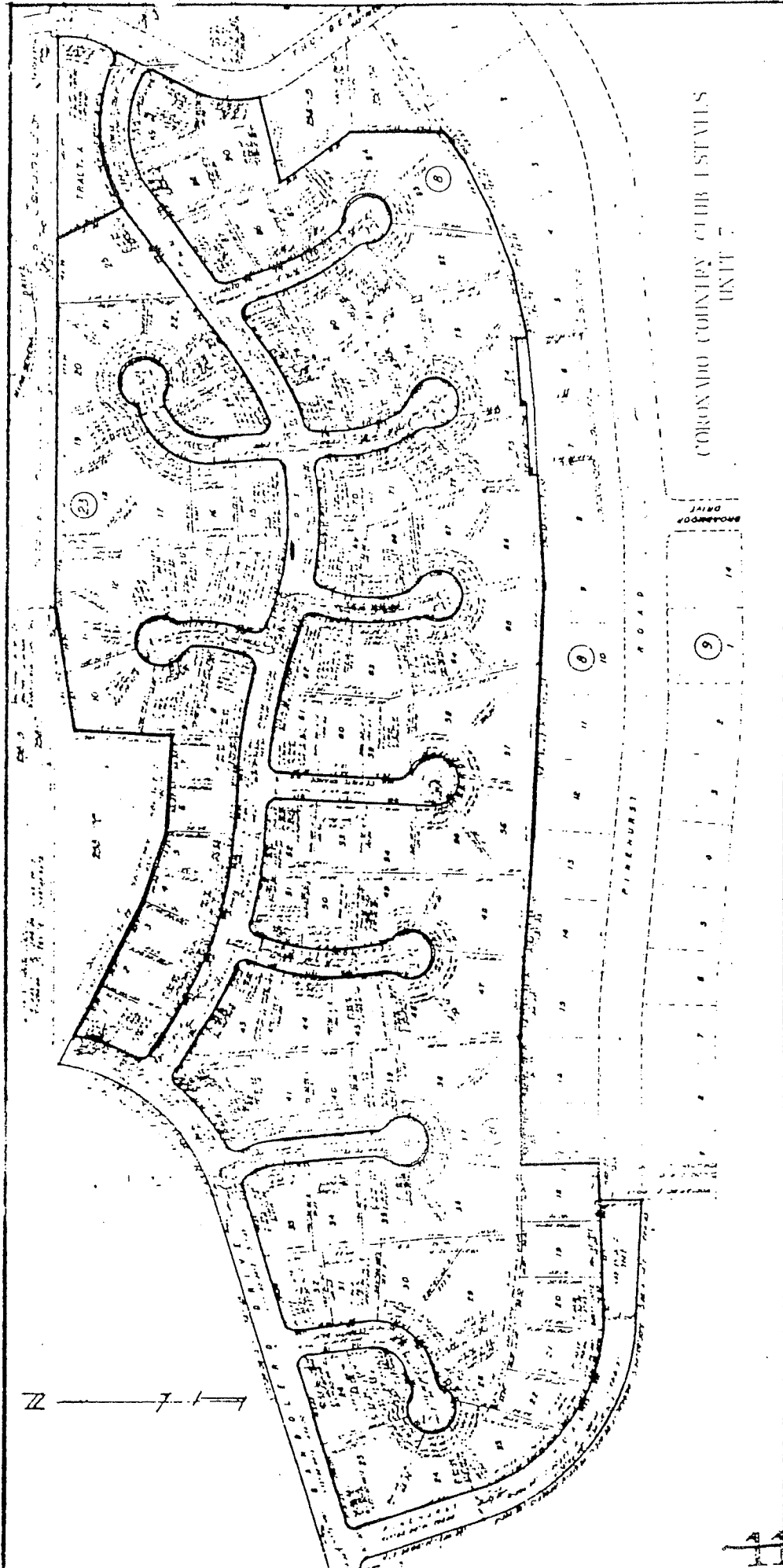
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EXHIBIT A

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR

CORONADO COUNTRY CLUB ESTATES



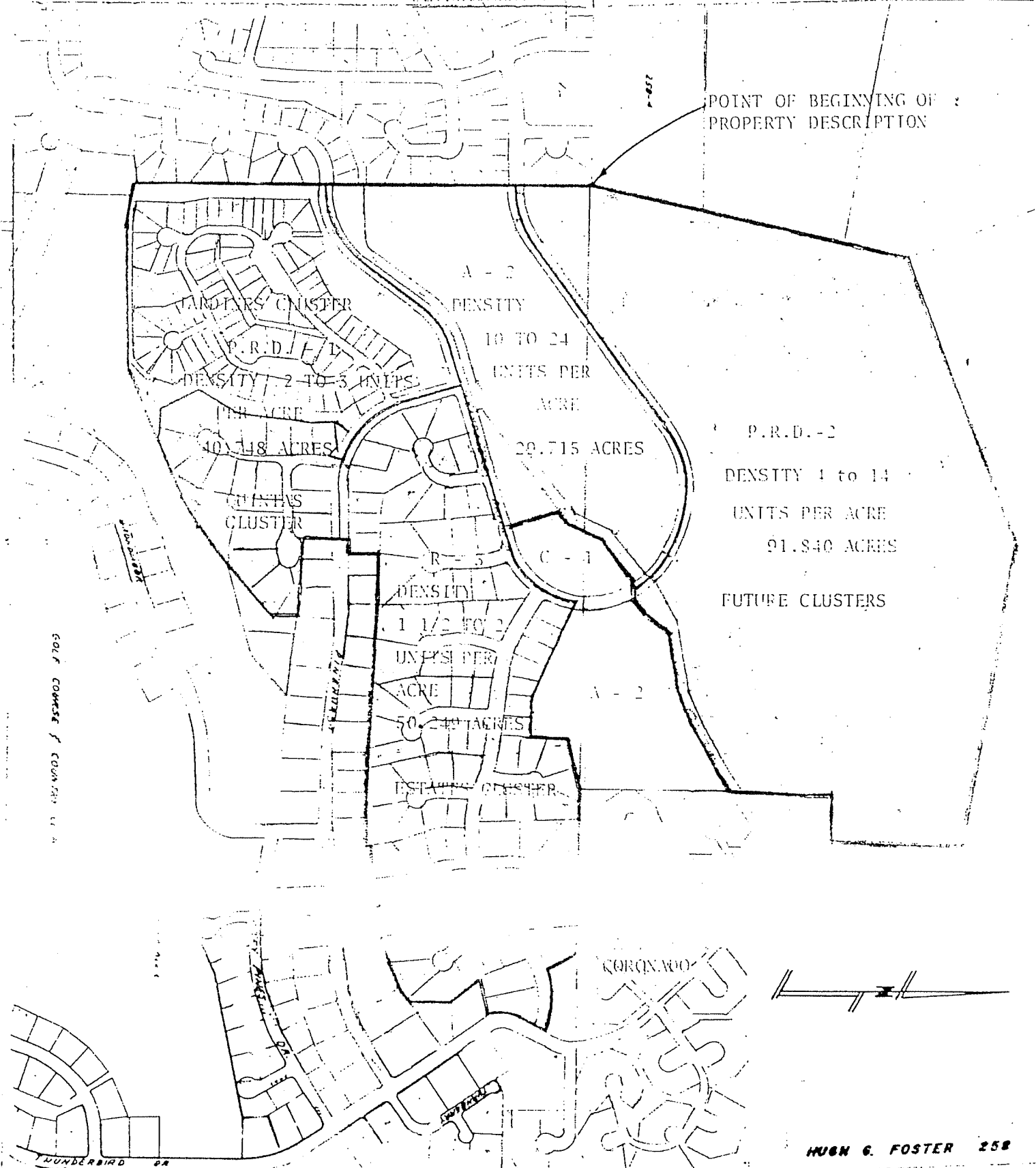
PROPERTY DESCRIPTION

BEING the description of a parcel of land which lies in and comprises all of Lots 18 through 90 of Block 8 and Lots 1 through 25 of Block 25 of Coronado Country Club Estates - Unit 7.

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TO
DECLARATION OF COVENANTS AND RESTRICTIONS
CORONADO COUNTRY CLUB ESTATES
DEVELOPMENT PLAN



GENERAL PLAN OF DEVELOPMENT APPLIES
THIS TRACT CONTAINING 212.552 ACRES

A.G. McMATH 29P

HUGH G. FOSTER 25B

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Declaration of Covenants and Restrictions
Coronado Country Club Estates Development Plan

PROPERTY DESCRIPTION

BEING the description of a parcel of land lying in and comprising all of Tracts 5A, 5D, 17M2 and 17F and Portions of Tracts 5C, 7B, 14, 17M, 17M3 and 17 M4 of the H.G. Foster Survey No. 258 in the City of El Paso, El Paso County, Texas said parcel being more particularly described by metes and bounds as follows:

BEGINNING at the point which marks the Northeast corner of Chaparral Park Unit 19;

THENCE from said Point of Beginning North $11^{\circ} 20' 29''$ East a distance of 533.78 feet to a point;

THENCE North $11^{\circ} 55' 35''$ East a distance of 637.97 feet to a point;

THENCE North $67^{\circ} 52' 44''$ East a distance of 916.52 feet to a point;

THENCE North $67^{\circ} 43' 41''$ East a distance of 463.60 feet to a point;

THENCE South $80^{\circ} 11' 14''$ East a distance of 1396.15 feet to a point;

THENCE South $3^{\circ} 48' 47''$ East a distance of 102.34 feet to a point;

THENCE South $0^{\circ} 10' 37''$ East a distance of 283.80 feet to a point;

THENCE South $0^{\circ} 23' 28''$ West a distance of 214.26 feet to a point;

THENCE South $89^{\circ} 47' 38''$ West a distance of 230.05 feet to a point;

THENCE South $1^{\circ} 31' 53''$ East a distance of 127.11 feet to a point;

THENCE South $1^{\circ} 52' 41''$ West a distance of 239.87 feet to a point; said point being the Northwest corner of Casitas Coronado Subdivision Unit 2;

THENCE South $0^{\circ} 13' 30''$ East along the Westerly line of Casitas Coronado Subdivision Unit 2 a distance of 70.00 feet to a point;

THENCE South $60^{\circ} 15' 48''$ West a distance of 324.32 feet to a point;

THENCE South $63^{\circ} 34' 32''$ West a distance of 164.51 Feet to a point;

THENCE South $77^{\circ} 50' 11''$ West a distance of 280.98 feet to a point;

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THENCE South $45^{\circ} 52' 55''$ West a distance of 157.15 feet to a point;

THENCE South $55^{\circ} 05' 24''$ West a distance of 79.07 feet to a point;

THENCE South $62^{\circ} 10' 38''$ West a distance of 30.00 feet to a point;

THENCE along a curve to the left an arc distance of 38.70 feet to a point, the central angle of said curve being $4^{\circ} 06' 42''$, its radius being 400.00 feet to a point, and its long chord bearing North $29^{\circ} 52' 53''$ West a distance of 28.70 feet;

THENCE South $58^{\circ} 03' 46''$ West a distance of 30.00 feet to a point;

THENCE South $55^{\circ} 42' 27''$ West a distance of 238.21 feet to a point;

THENCE South $24^{\circ} 00' 00''$ West a distance of 200.00 feet to a point;

THENCE South $53^{\circ} 00' 00''$ West a distance of 51.23 feet to a point;

THENCE South $17^{\circ} 30' 00''$ East a distance of 256.54 feet to a point lying in the centerline of Bandolero Drive;

THENCE North $72^{\circ} 30' 00''$ East along the centerline of Bandolero Drive a distance of 50.55 feet to a point;

THENCE continuing along the centerline of Bandolero Drive following a curve to the left an arc distance of 442.17 feet to a point lying in the intersection of the centerline of Bandolero Drive and the Northerly Line of Coronado Country Club Estates Unit 7, the Central angle of said curve being $63^{\circ} 20' 12''$, its radius being 400.00 feet and its long chord bearing North $40^{\circ} 49' 54''$ East a distance of 420.00 feet;

THENCE South $63^{\circ} 33' 57''$ East along the Northerly Line of Coronado Country Club Estates Unit 7 a distance of 329.98 feet to a point;

THENCE South $71^{\circ} 07' 56''$ East along the Northerly Line of Block 23 of Coronado Country Club Estates Unit 7 a distance of 143.37 feet to a point;

THENCE South $86^{\circ} 34' 21''$ East continuing along the Northerly Line of Said Block 23 a distance of 190.75 feet to a point;

THENCE North $3^{\circ} 00' 46''$ East along a Westerly Line of said Block 23 a distance of 186.77 feet to a point;

THENCE North $80^{\circ} 06' 00''$ East along the Northerly Line of Said Block 8 a distance of 241.79 feet to a point, said point being the Southwesterly corner of Casitas Coronado Subdivision Unit Two;

THENCE North $89^{\circ} 55' 39''$ East along the line common to Coronado Country Club Estates Unit 7 and Casitas Coronado Subdivision Unit Two a distance of 726.13 feet to a point, said point being the Northeastern corner of Lot 25, Block 23, of Coronado Country Club Estates Unit 7;

THENCE South $26^{\circ} 36' 47''$ East along the line common to Lot 25 and Tract A of Coronado Country Club Estates Unit 7 a distance of 141.28 feet to a point lying in the Northerly Right of Way Line of Los Cerritos Drive;

THENCE along the Northerly Right of Way Line of Los Cerritos Drive following a curve to the right an arc distance of 301.74 feet to a point, the central angle of said curve being $60^{\circ} 58' 49''$, its radius being 283.51 feet, and its long chord bearing North $86^{\circ} 40' 36''$ East a distance of 287.70 feet;

THENCE along a curve to the left an arc distance of 31.42 feet to a point lying in the Westerly Right of Way Line of Thunderbird Drive, the central angle of said curve being $90^{\circ} 00' 00''$, its radius being 20.00 feet, and its long chord bearing North $72^{\circ} 10' 00''$ East a distance of 28.28 feet;

THENCE South $27^{\circ} 10' 00''$ West along the Westerly Right of Way Line of Thunderbird Drive a distance of 175.66 feet to a point;

THENCE Continuing along the Westerly Right of Way Line of Thunderbird Drive following a curve to the left an arc distance of 143.23 feet to a point said point being the Northeasterly corner of Tract 15 of the H.G. Foster Survey No. 258;

THENCE South $75^{\circ} 56' 36''$ West along the Northerly Line of said Tract 15 a distance of 173.27 feet to a point;

THENCE South $35^{\circ} 24' 03''$ East along the Westerly Line of Tract 15 a distance of 178.35 feet to a point which is the Southwestern corner of Tract 15 and the most Easterly corner of Lot 84, Block 8 of the Coronado Country Club Estates Unit 7;

THENCE South $0^{\circ} 49' 33''$ West along the Southeasterly Line of said Lot 84 a distance of 182.61 feet to a point;

THENCE South $53^{\circ} 43' 59''$ West along the Southerly Line of Lots 84 and 83, Block 8 of Coronado Country Club Estates Unit 7 a distance of 68.54 feet to a point;

THENCE South $62^{\circ} 28' 56''$ West along the Southerly Line of Lot 83, Block 8 a distance of 125.02 feet to a point;

THENCE South $69^{\circ} 34' 25''$ West along the Southerly Line of Lots 83 and 82, Block 8 a distance of 124.45 feet to a point;

THENCE South $77^{\circ} 47' 00''$ West along the Southerly Line of Lots 75 and 74, Block 8 a distance of 126.72 feet to a point;

THENCE North $8^{\circ} 43' 42''$ West along a Westerly Line of Lot 74, Block 8 a distance of 21.00 feet to a point;

THENCE South $86^{\circ} 49' 15''$ West along the Southerly Line of Lot 74, Block 8 a distance of 132.88 feet to a point;

THENCE South $10^{\circ} 21' 22''$ East along the Easterly Line of Lot 73, Block 8, a distance of 10.56 feet to a point;

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THENCE South $86^{\circ} 39' 58''$ West along the Southerly Line of Lot 73, Block 8 a distance of 137.91 feet to a point;

THENCE South $3^{\circ} 20' 02''$ East along the Line of Lot 73, Block 8 a distance of 17.00 feet to a point;

THENCE South $86^{\circ} 39' 58''$ West along the Southerly Line of Lots 73, 66 and 65 of Block 8 a distance of 216.93 feet to a point;

THENCE North $87^{\circ} 34' 42''$ West along the Southerly Line of Lots 65, 57, 56 and 48 of Block 8 a distance of 594.69 feet to a point;

THENCE North $84^{\circ} 57' 39''$ West along the Southerly Line of Lot 48, Block 8 a distance of 139.23 feet to a point;

THENCE North $87^{\circ} 30' 25''$ West along the Southerly Line of Lot 47, Block 8 a distance of 154.68 feet to a point;

THENCE South $89^{\circ} 26' 09''$ West along the Southerly Line of Lot 37, Block 8 a distance of 130.05 feet to a point;

THENCE South $89^{\circ} 27' 22''$ West along the Southerly Line of Lot 37, Block 8 a distance of 120.01 feet to a point;

THENCE South $0^{\circ} 35' 00''$ East along the Easterly Line of Lot 18, Block 8 a distance of 150.00 feet to a point lying in the Northerly Right of Way line of Pinehurst Road;

THENCE South $89^{\circ} 25' 00''$ West along the Northerly Right of Way Line of Pinehurst Road a distance of 70.00 feet to a point;

THENCE South $0^{\circ} 35' 00''$ East across Bandolero Drive and along the Western Line of Lot 9, Block 8 of Coronado Country Club Estates a distance of 220.00 feet to a point which is the Southwestern corner of said Lot 9;

THENCE North $89^{\circ} 25' 00''$ East along the Southerly Line of Lots 9, 8, and 7 of said Block 8 a distance of 321.31 feet to a point;

THENCE South $88^{\circ} 46' 12''$ East along the Southerly Line of Lot 7, Block 8 a distance of 61.12 feet to a point;

THENCE South $4^{\circ} 03' 36''$ West a distance of 100.00 feet to a point;

THENCE South $44^{\circ} 58' 47''$ West a distance of 307.75 feet to a point;

THENCE South $57^{\circ} 15' 37''$ West a distance of 221.65 feet to a point;

THENCE South $57^{\circ} 09' 22''$ West a distance of 148.66 feet to a point;

THENCE South $66^{\circ} 16' 53''$ West a distance of 609.00 feet to a point;

THENCE South $86^{\circ} 50' 21''$ West a distance of 683.18 feet to a point;

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THENCE North $82^{\circ} 18' 30''$ West a distance of 200.62 feet to a point lying in the Easterly Line of Chaparral Park Unit 19, said point also being the Southeastern corner of Lot 21, Block 83 of Chaparral Park Unit 19;

THENCE North $0^{\circ} 26' 35''$ East along the Easterly Line of Chaparral Park Unit 19 a distance of 2067.86 feet to the Point of Beginning of the parcel being described, said parcel containing 212.552 acres, more or less.

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