

ESTATE CLUSTERS

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)

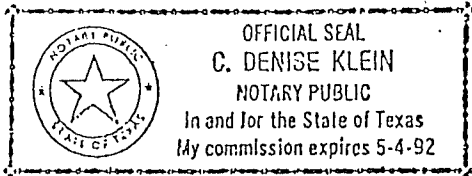
BEFORE ME, the undersigned authority, on this day personally appeared ARNOLD B. PEINADO, JR., Executive Vice President of AVC DEVELOPMENT CORPORATION, known to me personally and officially to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the 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



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;

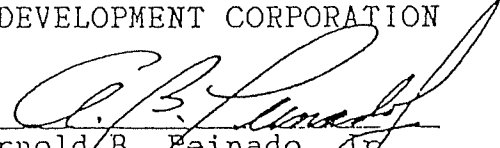
W I T N E S S E T H:

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. Feinado, Jr.,
Executive Vice President

6amcccec-d-2

STATE OF TEXAS)
)
COUNTY OF EL PASO)

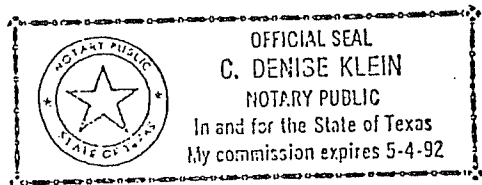
BEFORE ME, the undersigned authority, on this day personally appeared ARNOLD B. PEINADO, JR., Executive Vice President of AVC DEVELOPMENT CORPORATION, known to me personally and officially to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the 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;

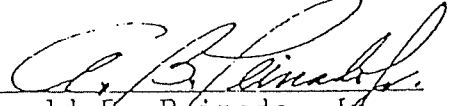
W I T N E S S E T H:

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. Peinado, Jr.,
Executive Vice President

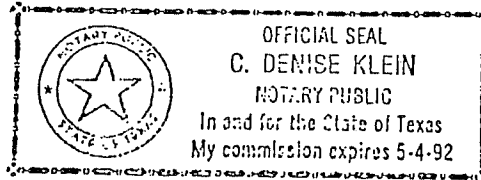
STATE OF TEXAS)
)
COUNTY OF EL PASO)

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 18th day of October, 1988.

My Commission expires:

5-4-92



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

94-03639

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Part of

FIFTH AMENDMENT TO
SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE ESTATES CLUSTER
CORONADO COUNTRY CLUB ESTATES COMMUNITY ASSOCIATION, INC.

Fifth Amendment to the Supplementary Declaration of Covenants and Restrictions for The Estates Cluster of the Coronado Country Club Estates Community Association, Inc., of record in Book 1125, Page 1088, of the Deed Records of El Paso County, Texas.

This Fifth Amendment, effective the 8th day of December, 1993, by the Coronado Country Club Estates Community Association, Inc., the Association, successor to AVC Development Corporation (as successor to Sierra Vista Joint Venture), the Developer, of CORONADO COUNTRY CLUB ESTATES UNIT 7 in the City of El Paso, El Paso County, Texas, and in accordance with the plat of record in Book 55, Page 43, of the Plat Records of El Paso County, Texas, is made in accordance with Section 2, Article V, of the above referenced Declaration;

W I T N E S S E T H :

Article III, Section 9. Signs. of the Supplementary Declaration of Covenants and Restrictions for the Estates Cluster of the Coronado Country Club Estates Community Association, Inc. shall hereafter read as follows, to wit:

"Signs. No signs of any type shall be displayed to public view on any lot or building except for a "For Sale" or a "For Rent" sign. Such sign must be in compliance with the City of El Paso Sign Ordinance, be in good taste and similar in size, type and appearance to other such signs customarily used in El Paso County, Texas to advertise individual parcels of residential real property. No more than one (1) sign will be permitted per lot and said sign must be removed within forty-eight (48) hours of the close of the sale of said parcel or of the date of execution (verses effective date) of a lease. Said signs will be subject to removal if in the sole discretion of the Cluster Committee they violate or are not in compliance with the above guidelines."

EXECUTED this 8th day of DECEMBER, 1993.

Board of Directors
Coronado Country Club Estates
Community Association, Inc.

Estates Cluster

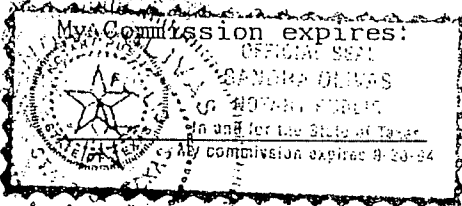
By [Signature]
President

By [Signature]
Chairman

STATE OF TEXAS)
)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared Steve Meitler, Chairman, of the Estates Cluster of the Coronado Country Club Estates Community Association, Inc., 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 Association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of December, 1993.



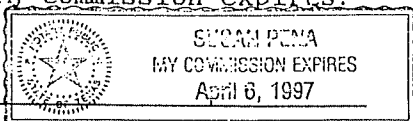
Sandra Olivas
Notary Public in and for the State of Texas

STATE OF TEXAS)
)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared Scott Kobren, PRESIDENT, of the Coronado Country Club Estates Community Association, Inc., 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 purpose and consideration therein expressed, as the act and deed of said Association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of December, 1993.

My commission expires:



Susan Pena
Notary public in and for the State of Texas

After recording return to:

Kistenmacher & Company, Inc.
2211 E. Missouri, Suite N221
El Paso, Texas 79903

CORONADO COUNTRY CLUB ESTATES
 HOMEOWNERS APPROVAL OF AMENDMENT #5
 DECEMBER 8, 1993

VOTE	NAME	VOTE	NAME
Y	ABRAHAM KUO-AN HSU	Y	LAM, KENNETH
Y	ACTON, RON	Y	LAMBERT, BILL
Y	AINSA, FRANCIS	N	LEVIN, GARRETT
	ALEXANDER, DONALD K.	Y	LEWIS, MICHAEL D.
Y	ALMEIDA, SALVADOR		LJUNGDAHL, WILLIAM C.
Y	ALOST, TOM		LOPEZ, ALEJANDRO
Y	ANDRITSOS, A. G.	Y	MADDAFORD, ROGER M.
Y	ARMSTRONG, DAN	Y	MASSOUH, FREDRICK
Y	AYUB, RICARDO	Y	MEECE, TOM
Y	BALSIGER, THOMAS	Y	MEITLER, STEVE W.
N	BENKI, JOSE	N	MEYER, RICHARD
Y	BIRCHLER, LARRY L.	Y	MICHEL, RICHARD
Y	BORNSTEIN, JAIME & MARIA	Y	MILES, EDGAR
Y	BUSTAMANTE, ROBERT		MUNDEN, RONALD ALLEN
N	BUTTERWORTH, HUGHES	Y	MUNDIE, WILLIAM
Y	CALDWELL, DALTON L.	Y	McINDOO, WILLIAM H.
	CALKINS, PAUL E. MRS.	Y	NAVARRO, ROBERT
Y	CAMPO, EDGAR A.	Y	ORTIZ, SALVADOR
Y	CHAMBERLIN, WILLIAM & SHANTA		PEREZ, JUAN DIOS
Y	COMBS, RICHARD L.	Y	PUIG, YVONNE
Y	CRANFORD, CHARLES R.	Y	QUINTANA, JESUS
	CROOM, TED	N	RAMIREZ, JUAN MERIGO
Y	DAYOUB, RICHARD	Y	RAYMON, FAY MOSS
Y	DE SANTIS, PETER A.	Y	ROMAN, JOSE III
Y	DRAIME, SCOTT		ROTH, BERNARD
Y	DUKE, JOHN & QUARA	Y	ROTH, SKIDMORE LINDA
Y	ELLISON, KERRY	Y	SAMANIEGO, HENRY
Y	FEUERBERG, HARRY	Y	SANDERSON, THOMAS
Y	FORTUNE, CRAIG	Y	SAUNDERS, LEONARD E.
	FOSTER, SHARON	Y	SELLERS, RALPH JR.
Y	GOLTZ, THOMAS	N	SHAW, JOHN
Y	GONZALEZ, JUAN	Y	SHOVER, SUE
N	GRAMBLING, RANDOLPH	Y	SIPES, ERNIE
Y	GRISSOM, CHARLES		SPINAT, SAMUEL
Y	GUTIERREZ, DAN	Y	STEVENS, GORDON
Y	HAEGELE, CHARLES & NANCY	Y	SUNDAY, TERRY LEE
Y	HILL, RUSSELL	Y	SUNWORLD/PAUL GUIMOND
Y	HOLLAND, RONALD	Y	TESSENYI, KORNEL
Y	HOLLAND, SAL	Y	VANECEK, BENJAMIN
Y	JAFFEE, MIKE	N	VELARDE, RAYMUNDO
Y	JESURUN, ANTONIO	Y	VIELLEDENT, JORGE
Y	JOHNSON, CARL & PAM	Y	VILLAVERDE, JOSEPHINE J.
Y	KALINA, JAMES A.	Y	VINIEWSKI, SCOTT
Y	KECKLEY, J. B.	Y	WARREN, W. B.
	KIMMELMAN, DAVID	Y	WEBB, ROBERT G.
Y	KOBREN, SCOTT	Y	WHITE, BILL
Y	LA CROIX, WILLIAM	Y	ZAIZ, CARMEN

FOURTH AMENDMENT TO
SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE ESTATES CLUSTER

Fourth Amendment to Supplementary Declaration of Covenants and Restrictions of Coronado Country Club Estates Community Association for the Estates Cluster of record in Book 1125, Page 1088, of the Deed Records of El Paso County, Texas.

THE 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 in the City of El Paso, El Paso County, Texas, in accordance with plat of record in Book 55, Page 43, of the Plat Records of El Paso County, Texas:

W I T N E S S E T H:

Article II is hereby amended by deleting Section 4 and Section 5.

Article IV, Section 3, Paragraph (d) shall hereafter read as follows, to wit:

"(d) Maximum Limited Common Area Assessment. Until the first day of the fiscal year following commencement of assessments for the Limited Common Area of the Estates Cluster, the Maximum Limited Common Area Assessment shall be as follows:

(1) The Maximum Annual Assessment for the Limited Common Area consisting of Lots 1, 2, 3 and 4, Block 23, Coronado Country Club Estates, Unit 7, El Paso, El Paso County, Texas, shall be Three Hundred Sixty Dollars (\$360.00) which shall become effective and shall be due as of August 1, 1984, and shall be payable in twelve (12) equal monthly installments commencing August 1, 1984."

Article IV, Section 3, Paragraph (e) shall hereafter read as follows, to wit:

"(e) Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of the assessment of a Limited Common Area, any change in the Maximum shall be in accordance with the Declaration of Covenants and Restrictions of Coronado Country Club Community Estates Association as amended, or hereafter amended."

92795

FILED

05 FEB 13 P 4: 09

COUNTY CLERK
EL PASO COUNTY, TEXAS

Arthur R. Chandler

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

FEB 13 1985



Arthur R. Chandler

COUNTY CLERK, EL PASO COUNTY, TEXAS

1531-0554

106-5.00

Return to: NVC Development Corp.
279 Sledow Mountain
El Paso, TX 79912

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

Third Amendment to the Supplementary Declaration of Covenants and Restrictions for the Estates Cluster of the Coronado Country Club Estates Community Association, of record in Book 1125, Page 1088, 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 in the City of El Paso, El Paso County, Texas, and in accordance with the plat of record in Book 55, Page 43, of the Plat Records of El Paso County, Texas:

W I T N E S S E T H :

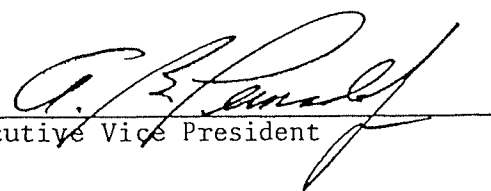
Article V, Section 2, of the Supplementary Declaration of Covenants and Restrictions for the Estates Cluster of the Coronado Country Club Estates Community Association shall hereafter read as follows, to wit:

"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 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 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 of the Declaration of Covenants and Restrictions of the Coronado Country Club Estates Community Association. 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

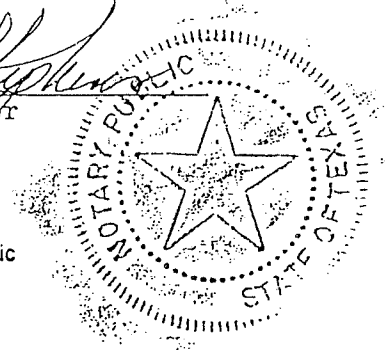
COUNTY OF EL PASO

BEFORE ME, the undersigned authority, on this day personally appeared Arnold B. Peinado, Jr., 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 26th day of October, 1984.

Grover L. Stephens

Notary Public In and For
State of Texas



My Commission Expires:

GROVER L. STEPHENS, Notary Public
in and for the State of Texas
My Commission Expires March 31, 1985

1500-1651

60297
10-28-82

SECOND AMENDMENT TO
SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
FOR ESTATES CLUSTER

CORONADO COUNTRY CLUB ESTATES COMMUNITY ASSOCIATION

Second Amendment to the Supplementary Declaration of Covenants and Restrictions for the Estates Cluster of Coronado Country Club Estates Community Association, of record in Book 1125, Page 1088 of the Deed Records of El Paso County, Texas.

THIS SECOND AMENDMENT, made this 27th day of October, 1982, by A. V. C. DEVELOPMENT CORPORATION, constituting the Developer of the ESTATES CLUSTER in accordance with the plats of record in Book 55, Page 43, of the Plat Records of El Paso County, Texas:

W I T N E S S E T H:

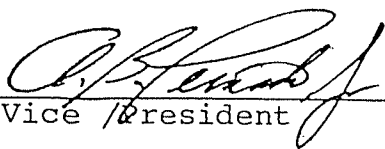
Article V, Section 2, of the Supplementary Declaration of Covenants and Restrictions for the Estates Cluster of Coronado Country Club Estates Community Association shall hereafter read as follows, to wit:

"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 recording 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 of the Declaration of Covenants and Restrictions of Coronado Country Club Estates Community Association. 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

76174 100-200

FILED FOR RECORD
IN OFFICE

31 OCT 26 P 4: 24

Barbara R. ...
SOUTH PASO COUNTY
DEPUTY

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

COUNTY OF EL PASO
OCT 26 1984



COUNTY CLERK, El Paso County, Texas

H. C. ...

Return To: ARC Development
279 Shadow Mountain
El Paso, Texas 79912

FIRST AMENDMENT TO
SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE ESTATES CLUSTER

First Amendment to Supplementary Declaration of Covenants and Restrictions of Coronado Country Club Estates Community Association for the Estates Cluster of record in Book 1125, Page 1088, 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, constituting the Developer of CORONADO COUNTRY CLUB ESTATES UNIT 7 in the City of El Paso, El Paso County, Texas, in accordance with plat of record in Book 55, Page 43, of the Plat Records of El Paso County, Texas:

W I T N E S S E T H:

Article III, Section 18, Paragraph (b) shall hereafter read as follows, to-wit:

"(b) In the event the Covenants Committee fails to approve or disapprove said plans within forty-five (45) days after submission, such approval will not be required and the requirements of Paragraph 18(a) shall be deemed to have been fully complied with."

Article III, Section 18, Paragraph (c) shall hereafter read as follows, to-wit:

"(c) All building set back requirements on all sides of each lot shall conform to City of El Paso Zoning Ordinance requirements for R-3 zoning, except for Lots 18, 19, 20, 21, and 22, Block 8, which shall have set back requirements of R-2 zoning."

Article IV shall hereafter read as follows:

"ARTICLE IV

LIMITED COMMON AREAS AND ASSESSMENTS

Section 1. Easements and Rights of Enjoyment. Subject to all of the provisions of Article IV of the Declaration of Covenants and Restrictions of Coronado Country Club Estates Community Association, every Owner shall have a right and easement of enjoyment in and to the Limited Common Areas which may come to exist

upon The Properties for the benefit of the Estates Cluster, and which shall be appurtenant to and shall pass with the title to every Lot and every Member of the Cluster shall have a right of enjoyment to such Limited Common Areas.

Section 2. Creation of the Lien and Obligation for Assessment.

The Developer hereby covenants for every Lot within the property described in Exhibit "A", and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in said deed, is deemed to covenant and agrees to pay to the Association such Limited Common Area and Limited Services Assessments as are established in accordance with all of the provisions of Article V of the Declaration of Covenants and Restrictions of Coronado Country Club Estates Community Association and paid as provided therein.

Section 3. Limited Common Area Assessment.

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

(b) Method of Assessment. The assessment shall be levied by the Association against Assessable Units in the Cluster and collected and disbursed by the Association. As provided in the Declaration by a vote of two-thirds (2/3) of the Directors, the Board shall fix the Annual Limited Common Area Assessment and date(s) such assessment becomes due.

(c) Basis of Assessment. The basis for the Limited Common Area Assessment shall be the same as set forth in Article V, Section 4, Paragraph (f) of the Declaration, as amended.

(d) Maximum Limited Common Area Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the Maximum Annual Limited Common Area Assessment shall be One Hundred Eight Dollars (\$108.00).

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

(1) 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.

(2) The Maximum Limited Common Area Assessment may be changed with affirmative vote of two thirds (2/3) of the vote of a Quorum of Owners of those Clusters who have deeded rights of use of the Limited Common Areas.

Section 4. Limited Services Assessments. Limited Services Assessments shall be the same as set forth in Article V, Section 4, Paragraph (e) of the Declaration, as amended.

EXECUTED this 19th day of February, 1981.

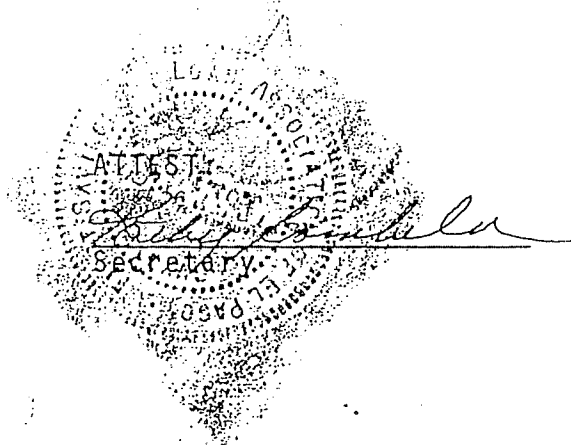
SIERRA VISTA JOINT VENTURE

By: A. V. C. DEVELOPMENT CORPORATION

By *A. B. Landoff*
VICE / President

And: FIRST SERVICE CORPORATION OF EL PASO

By *Arnold B. Peinado*
/ President



A. V. C. DEVELOPMENT CORPORATION

By *A. B. Landoff Jr.*
VICE / President

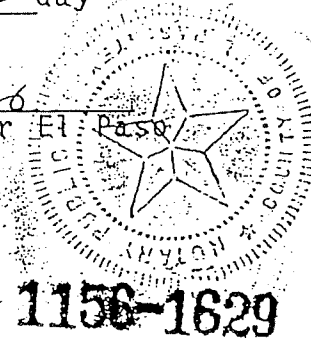
THE STATE OF TEXAS)
 :
COUNTY OF EL PASO)

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

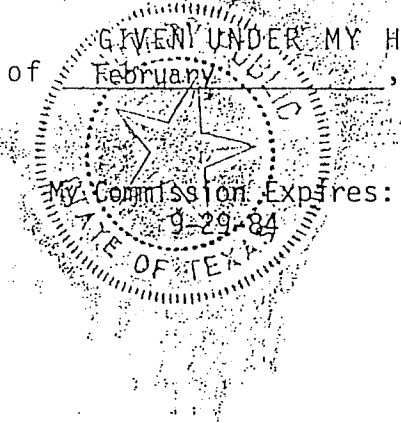
~~NOTARY PUBLIC~~
~~STATE OF TEXAS~~
3/31/81



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 19th day of February, 1981.



Consuelo Gonzalez
Notary Public in and for El Paso
County, Texas

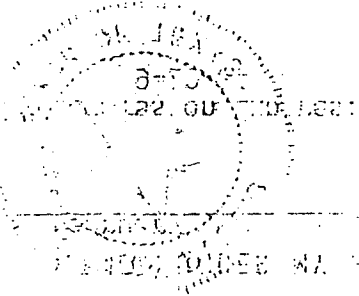
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EL PASO COUNTY CLERK

W. R. [Signature]



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

MAR 6 1981



[Signature]

CLERK, EL PASO COUNTY, TEXAS

John
Seena Vista First Unit
1/2 Corral Verde
5778 37th Avenue, El Paso

1156-1631

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 D. Schwedde
Notary Public in and for El Paso
County, Texas

My Commission expires 7/23/86

59812

CORONADO COUNTRY CLUB ESTATES COMMUNITY ASSOCIATION
SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE
ESTATES CLUSTER

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 Supplementary Declaration; and

WHEREAS, Developer intends that The Property described in Exhibit A becomes subject to the Coronado Country Club Estates Association DECLARATION OF COVENANTS AND RESTRICTIONS dated October 28, 1980 and to the provisions hereinafter set forth;

NOW, THEREFORE, Developer hereby declares that all of The Properties described above, together with such additions as may hereafter be made thereto as provided in Article I, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Coronado Country Club Estates Association DECLARATION OF COVENANTS AND RESTRICTIONS, dated October 28, 1980, of record in Book 1125, Page 0414 of Deed Records of El Paso County, Texas and subject to the covenants, restrictions, easements, charges and liens set forth herein.

1125-1088

ARTICLE I

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is located in the City of El Paso, Texas, and is more particularly described in Exhibit A and shall be known as Estates Cluster.

Section 2. Additions to Existing Property. All or any part of the land described in Development Plan, or land which is contiguous thereto, may be added to this Cluster by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record of a Supplementary Declaration with respect to such land which designates it as a part of this Cluster and by filing with the Association the plat plans for such addition. For this purpose, "contiguous" shall mean adjacent to or both sides of an area dedicated to public use.

1125-1089

ARTICLE II

CLUSTER ASSESSMENTS

Section 1. Purpose of Assessments. Cluster assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the Members within the Cluster. Such services shall include, at a minimum, the following:

- (a) Operation, maintenance, repair and replacement of slopes beyond the rear wall of any lot, landscaped parkways and areas subject to easements, maintenance of slopes beyond the rear wall of any Lot and administrative costs related thereto.
- (b) Such other services as may be approved by the Board and a majority of Owners of Lots in the Cluster.

Section 2. Method of Assessment. The assessment shall be levied by the Association against Assessable Lots in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of two-thirds (2/3) of the Directors, the Board shall fix the Annual Cluster Assessment (if any) and date(s) such assessments become due.

Section 3. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 4. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the Maximum Annual Cluster Assessment shall be ONE HUNDRED THIRTY TWO DOLLARS (\$132.00).

Section 5. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of assessments in the Cluster:

- (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 Cluster Assessment may be changed with affirmative vote of two-thirds (2/3) of the votes of a Quorum of Owners who own Lots in the Cluster.

1125-1090

ARTICLE III
PROTECTIVE COVENANTS

Section 1. Cluster Committee Role. With respect to the Protective Covenants herein, the Covenants Committee shall act only upon the recommendation of the Cluster Committee.

Section 2. Residential Use. All property designated for single family residential use shall be used, improved, and devoted exclusively to single family residential use. Without limiting the generality hereof:

- (a) Nothing herein shall be deemed to prevent the Owner from leasing a Living Unit to a Single Family, subject to all of the provisions of the Declaration.
- (b) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done which may be an annoyance or nuisance to the neighborhood.
- (c) Only one residence shall be built on any lot.
- (d) No lot or lots shall be re-subdivided.
- (e) Each residence shall have a fully enclosed gross area of not less than 2,000 square feet, exclusive of porches (open or enclosed), car ports, garages or unfinished space. The Covenants Committee may grant individual exceptions in writing not to exceed 20% of the above minimum area requirements provided the proposed dwelling shall in general reflect credit to the neighborhood.
- (f) No structure shall be occupied as a residence unless it is fully completed in accordance with approved plans and specifications and a Certificate of Occupancy has been issued by the City of El Paso. The work of construction or alteration of any building shall be prosecuted diligently to completion.

Section 3. Vehicles. Use and storage upon the lots of all motor vehicles and recreational equipment shall be subject to rules adopted by the Board of Directors as provided herein. Without limiting the generality hereof:

- (a) All motor vehicles shall be currently licensed and maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance. Any mechanical work to be performed on a motor vehicle by an Owner

1125-1091

or his family on a Lot shall be completed within two (2) days.

- (b) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, and snow-mobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on sidewalks, pathways or unpaved areas, except those vehicles specifically authorized by the Association.
- (c) No recreational, commercial, and other non-standard vehicles may be parked on The Properties except in compliance with rules and guidelines adopted by the Board of Directors. If a recreational or other similar vehicle is to be parked on a Lot on a permanent basis, then a special garage or screen to completely shield the vehicle from view shall be provided in accordance with the Association's design standards, and as approved in writing by the Covenants Committee.

Section 4. Pets. Subject to limitations and regulations as may from time to time be set by the Board of Directors generally recognized house or yard pets, in reasonable numbers; may be kept and maintained on a Lot or in a Living Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents. No livestock or poultry of any kind shall be raised, kept or bred on any lot.

Section 5. Clothes Drying Apparatus. No clothesline or other exterior clothes drying apparatus shall be permitted on any Lot unless completely screened from view of adjacent lots or as approved in writing by the Covenants Committee.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Covenants Committee.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with rules set by the Board of Directors and/or procedures of the Sanitary Department of the City of El Paso. The storage area for trash receptacles must be screened to completely shield from view the trash receptacles and shall be designed in accordance with the Association's design standards and as approved in writing by the Covenants Committee.

Section 8. Trash Burning. The burning of trash, leaves and other similar material is prohibited.

Section 9. Signs. No signs of any type shall be displayed to public view on any lot or building.

1125-1092

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association and of the United States Postal Service shall be permitted, except for mail depositories placed by the United States Postal Service.

Section 11. Garage Conversion. No garage of any Living Unit shall be enclosed for living purposes or converted to any use other than as a garage for the storage of motor vehicles. The garage doors shall always remain in place and operable. Garage doors shall be kept closed except for egress and ingress.

Section 12. Vegetation. No live trees, bushes, cactus, desert plants or other live vegetation except for lawns and those plants commonly considered as weeds may be cut or removed from the parkways or easement areas without prior approval of the Covenants Committee.

Section 13. Landscaping. The front and side of all Lots shall be provided with either green or desert landscaping.

- (a) Side slopes of corner lots next to an adjacent street shall be landscaped to the adjacent sidewalk or curb. No masonry wall along the top of the side slope shall be permitted except for that required for private rear yard walls. Side slopes must be maintained by the Owner of such Lot.
- (b) All front, side or rear yards of each Lot shall be maintained by the Owner of such Lot in a clean and trim manner free of any unsightly thing or condition. All vegetation at such locations shall be properly watered as required to be maintained in a live, verdant condition.
- (c) The Association at its option may correct any unsightly condition and the Owner of such Lot will be obligated to pay for such work, and shall be subject to a Restoration Assessment.

Section 14. Drainage. All Owners of lots must slope rear, side and front yards to drain toward the street in front. There will be no drainage toward rear of lot or to side of lot except at corner lots. All surface drainage of major slopes from top of slope down to lower lot shall be directed and controlled by lower lot Owner through his property. All surface drainage of major side slopes shall be directed and controlled by upper lot Owner to adjacent street. A five-foot easement along all sides of each lot is reserved for the construction and maintenance of drainage facilities by the Association.

1125-1093

Section 15. Dumping of Trash on Site. There shall be no dumping of trash, grass or plant cuttings behind the rear or side walls of the rear yard on to the ground bench or on to the earth slope behind these walls by either upper or lower lot Owners.

Section 16. Masonry Yard Walls. All yard walls shall be masonry walls constructed of stone, rock, brick, slump block or stuccoed concrete block. No unfinished or painted concrete block, chicken wire, barbed wire or chain link fence or gates shall be permitted at any location on any lot. Without limiting the generality hereof:

- (a) The cost of all masonry walls on common property lines shall be shared equally by adjacent lot Owners except that Developer shall not be obligated to share in such cost. All masonry walls on common property lines shall be constructed centered on the common property line.
- (b) Maximum height of masonry walls shall not exceed six (6.0) feet above the finish ground surface. At common property lines the six (6.0) feet maximum shall be measured from the finish ground surface of the highest adjacent lot.
- (c) Masonry walls not less than one and one-half (1.5) feet high from finish ground surface and not less than two (2.0) feet clear of the edge of the major slopes shall be constructed by all lot Owners at the rear or side of their lot next to and parallel to the edge of the major slope.
- (d) Masonry walls between lots on the common side property line shall be constructed beginning at the nearest approximately perpendicular front wall of the rear yard and extending to ten (10) feet away from the front property line. This masonry wall shall be not more than eight (8) inches above the finish ground surface of the highest adjacent lot. It shall not extend to the front sidewalk or curb. If the grade elevation difference between adjacent lots at the common side property line is eighteen (18) inches or less, no masonry wall is required.
- (e) Front masonry walls of rear yards approximately perpendicular to the house side wall and to the side property line cannot be constructed closer to the front of the house than fifteen (15.0) feet from the rear wall line of the house.
- (f) On Lots 18, 19, 20, 21 and 22, Block 8, side yard retaining walls will be constructed by the first Participating Builder or Owner to start construction and the cost shall be shared with the adjacent lot Owners

1125-1094

except that the Developer shall not be obligated to share in such cost. The top portion of the retaining wall above the higher Lot shall be centered on the common property line.

- (g) On Lots 1, 2, 3, 4, 5, 6, and 7, Block 23, side yard retaining walls will be constructed by the first Participating Builder or Owner to start construction and the cost shall be shared equally with the adjacent lot Owners except that the Developer shall not be obligated to share in such cost. The top portion of the retaining wall above the higher Lot shall be centered on the common property line. Owner of Lot 7 is not required to build a retaining wall next to Lot 8.

Section 17. Roof-Mounted Air Conditioning Units. No roof-mounted air conditioning units, including evaporative coolers, refrigeration units, and solar units shall be permitted on any Lot unless completely screened from view of adjacent lots or as approved, in writing, by the Covenants Committee.

Section 18. Design and Remodeling. The Covenants Committee or its designated representative shall approve or disapprove the design plans for any and all original or additional improvements to a lot as set forth below.

- (a) No building shall be erected, placed, or altered on any lot until the complete plans have been approved in writing by the Covenants Committee as to conformity with these covenants. Plans shall include specifications, exterior color schemes, drainage proposed, all landscaping and other improvements to the Lot and any other information required by the Covenants Committee. Any changes in previously approved plans shall be resubmitted for approval.
- (b) In the event the Covenants Committee fails to approve or disapprove said plans within forty-five (45) days after submission, such approval will not be required and the requirements of Paragraph 17(a) shall be deemed to have been fully complied with.
- (c) All building set back requirements on all sides of each lot shall conform to City of El Paso Zoning Ordinance requirements for R-3 zoning.
- (d) There is reserved to the Covenants Committee the specific power to determine maximum front set-backs and minimum rear set-backs of main or detached structures and to determine minimum front, side and rear set-backs for terraces and fenced yards.

1125-1095

- (e) Special care shall be taken in the design of residences located on corner lots so that the building shall present an attractive and substantial exterior to all visible sides. The Covenants Committee may require suitable fences or walls to be erected and maintained wherever necessary to accomplish such purposes and to prevent the appearance of unsightly conditions.
- (f) No construction or remodeling of any new home or addition shall be permitted during the hours of 7:00 p.m. to 6:00 a.m. Monday through Saturday and all day Sunday unless such work is performed personally by the homeowner and his immediate family.
- (g) On Lot 25, Block 23, the height of the residence at the highest roof line cannot exceed seventeen (17.0) feet and the building cannot consist of more than one story.
- (h) The existing grade or elevation of any lot shall not be changed except as required for top soil and drainage and except such excavation as approved by the Covenants Committee for the construction of improvements on the Lot.
- (i) Any structure once commenced shall be completed in not more than one and one-half (1.5) years from the date of issuance of the Building Permit by the City of El Paso.

Section 19. Easement for Services. The Association shall have an easement of ingress and egress on any Lot. By virtue of such easement, the Association, its agents and employees shall have the right to enter upon a reasonable portion of any Lot at reasonable times for the purpose of providing any service to such Lot as is set forth in these covenants.

Section 20. Rules. From time to time, the Board of Directors shall adopt general rules for this Cluster, including but not limited to rules required to implement the provisions of this Article and such rules as are required herein, which rules have been initiated by the Cluster Committee and recommended by the Covenants Committee. Such general rules shall be adopted or amended by a two-thirds (2/3) vote of the Board, following a public hearing for which due notice has been provided to all Cluster Members. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Cluster Members, except where expressly provided otherwise in such rules.

Section 21. Damage or Destruction of Units. In the event of reconstruction or restoration necessitated by damage to or destruction of any Living Unit, such Living Unit must be restored to the original drawings and specifications, except to the extent that changes are required to bring the structure into conformance with current code. Any exceptions or deviations must have the prior written approval of the Covenants Committee.

ARTICLE IV

LIMITED COMMON AREAS

Section 1. Easements and Rights of Enjoyment. Subject to all of the provisions of Article IV of the Declaration of Covenants and Restrictions of Coronado Country Club Estates Community Association, every Owner shall have a right and easement of enjoyment in and to the Limited Common Areas which may come to exist upon The Properties for the benefit of the Estates Cluster, 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 such Limited Common Areas.

Section 2. Creation of the Lien and Obligation for Assessment. The Developer hereby covenants for every Lot within the property described in Exhibit "A", and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in said deed, is deemed to covenant and agree to pay to the Association such Limited Services Assessments as are established in accordance with all of the provisions of Article V of the Declaration of Covenants and Restrictions of Coronado Country Club Estates Community Association and paid as provided therein.

1125-1098

Section 22. Owner's Property Insurance. Each Owner shall purchase a policy of property insurance in the amount and coverages required by the Management Standards Agreement, Exhibit "C" to the Declaration of Covenants and Restrictions of Coronado Country Club Estates Community Association.

Section 23. Exceptions. The Board of Directors may issue temporary permits to except any prohibitions expressed or implied by this Article, provided the Board can show good cause, acts in accordance with adopted guidelines and procedures, and has received a recommendation as to the appropriate action to be taken from the Cluster and Covenants Committees.

So long as the Developer is engaged in developing or improving any portion of The Properties, it shall be exempted from the provisions of this Article affecting movement 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.

1125-1097

ARTICLE V
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with 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 the Owners of not less than seventy-five percent (75%) of the Lots. A termination must be approved by the City of El Paso and be recorded to become effective.

Section 2. Amendment. For a period of two 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 Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

1125-1099

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 28th day of October, 1980.

SIERRA VISTA JOINT VENTURE

A. V. C. DEVELOPMENT CORPORATION

By Royal P. Pineda
/President

FIRST SERVICE CORPORATION OF EL PASO

By Richard H. Hume
/President

ATTEST:

W. @ Petrofs
Secretary

1125-1100