

QUINTAS

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

THIS DECLARATION, made this 18TH day of MAY, 1982,
by A. V. C. Development Corporation, 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 finds that the property described in Exhibit
"A" is included in the Properties and as such is subject to the Coronado
Country Club Estates Community Association DECLARATION OF COVENANTS
AND RESTRICTIONS dated October 28, 1980 and intends that the property
be subject to the additional provisions hereinafter set forth;

NOW, THEREFORE, Developer hereby declares that all of the
property 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 Community Association DECLARATION
OF COVENANTS AND RESTRICTIONS, dated October 28, 1980, of record
in Book 1125, Page 0414 of the Deed Records of El Paso County,
Texas, as may be amended from time to time, and subject to the
covenants, restrictions, easements, charges and liens set forth
herein.

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 the Quintas Cluster.

Section 2. Additions to Existing Property. All or any part of the land described in the Development Plan, Exhibit "B" of the Declaration, 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 part of this Cluster and by filing with the Association the plat plans for such addition. For this purpose, "contiguous" shall mean adjacent to this property or opposite sides of an area dedicated to public use.

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:

(a) Maintenance and operation of property owned by the Association for the exclusive use by the residents of the Cluster as described and designated in Exhibit "B" as Cluster Common Area, including streets, curbs, gutters and other site improvements, and including such Common Area as may be added as provided in Article I.

(b) Setting aside reserves for future repair and replacement of capital improvements to be maintained through the Cluster Assessment.

(c) Trash collection, as determined by the Cluster Committee.

(d) Repair required due to a willful or negligent act of an Owner or his invitees on or off the Lot, which is not repaired by the Owner with due diligence. The cost of such maintenance or repair shall become a Restoration Assessment on the Lot as provided in the Declaration.

(e) Maintenance or repair of improvements to Lots (walks, driveways, fences, trees, shrubs, grass and other site improvements, except patios and landscaping within enclosures which are accessible only through private entries) which are visible to public or adjacent property view and which have not been maintained by Owner with due diligence and have resulted in an unsightly condition. The cost of such maintenance or repair shall become a Restoration Assessment on the Lot as provided in the Declaration.

(f) 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 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 Cluster Assessment and the date(s) such assessment becomes due, with the advice of the Cluster Committee.

Section 3. Basis of Assessment. The basis for the Cluster Assessment shall be the number of Assessable Units in the Cluster.

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 THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00) per Assessable Unit.

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.

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 Lots shown in Exhibit "A" 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 3,000 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. Construction of a new residence must be completed one and one-half (1 1/2) years from the date of issuance of the Building Permit by the City of El Paso. Alteration or remodeling shall be completed within six (6) months from the date of issuance of the Building Permit by the City of El Paso. Exceptions to these time limits may be permitted by the Covenants Committee and/or the Developer upon written request by the Owner.

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 and 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 or his family on a Lot shall be completed within two (2) days.
- (b) All motor vehicles including, but not limited to, golf carts, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking areas. No motor vehicles shall be driven on sidewalks, pathways or unpaved areas, except those vehicles specifically authorized by the Association such as golf carts on the golf cart pathways.
- (c) No recreational, commercial, or 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, Common Area and the adjacent golf course 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, building or Common Area.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Developer, the Association and of the United States Postal Service shall be permitted. No individual designs are acceptable.

Section 11. Exterior Lighting. In general, all exterior lighting of any residence shall result in a subdued, soft type of lighting of wall surfaces, landscaping or general areas. No flood lights of high intensity using more than 60 watts without a shade will be permitted on the front, sides or rear of any residence.

Section 12. 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 13. 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 Common Areas without prior approval of the Covenants Committee.

Section 14. Landscaping. The front and side of all Lots shall be provided with 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 clean and trim manner free of any unsightly thing or condi-

tion. 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.
- (d) Rock, gravel or any type of riprapp hardscape shall be limited to not more than ten percent (10%) of the entire grounds area.

Section 15. 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.

Section 16. 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 or fences, and additions thereto, shall be masonry walls constructed of stone, rock, brick, slump block or stuccoed concrete block, except for those parts of the walls which consist of wrought iron fencing. 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 rear yard masonry side 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) Rear yard masonry rear 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 top or bottom 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 slopes. The upper part of these walls may consist of wrought iron with an average maximum total height of four feet six inches (4'6").
- (d) Masonry walls, except for rear yard masonry wall, 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 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) Exceptions to these masonry yard wall requirements as to location and size may be permitted only by Covenants Committee and/or the Developer upon written request by the Owner.

Section 18. 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 19. Flat Roofs. All roofs with a pitch of $1\frac{1}{2} : 12$ or less over any part of a residence, garage or porch shall be constructed with parapets around their perimeter such that the approximately flat roof is not visible from any point of view around the structure. The parapet surfaces facing the roof shall be architecturally finished down to the roof surface. Only a color acceptable to the Covenants Committee and/or the Developer shall be used for the gravel covering of this type of roof. Porch roofs without parapets may be acceptable, but only if approved by the Covenants Committee and/or the Developer.

Section 20. 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, remodeled or altered on any Lot until the complete plans have been approved in writing by the Covenants Committee and/or the Developer as to the conformity with these covenants. Any changes in previously approved plans shall be re-submitted for approval. Plans for new or remodeled construction shall include the following:

- (1) Residence floor plans,
- (2) Residence exterior elevations (all sides) clearly showing proposed style of design and all proposed exterior materials including roofing,
- (3) Site plan clearly showing the location of the residence on the Lot and all exterior improvements including fences, dividers, walks, drive-ways, pools, buildings, the drainage control proposed, etc.,
- (4) Landscape plans including all proposed plants and trees and their location, ground cover and sprinkler system on all sides of the proposed residence up to the property lines,
- (5) Colors and material samples selected for all exterior surfaces of the residence including the roof,
- (6) Construction specifications, and
- (7) Any other information required by the Covenants Committee and/or Developer.

(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.

(c) Minimum building set back requirements from Lot property lines on all sides of each Lot shall be as follows:

| | |
|----------------------------------|---------|
| Front yard | 30 feet |
| Rear yard | 25 feet |
| Side yard | 8 feet |
| Side yard next to side street | 10 feet |

- (d) There is reserved to the Covenants Committee the specific authority to vary the requirements of paragraph (c) above and to determine maximum front set-backs and minimum rear or side set-backs of main or detached structures and to determine minimum front, side and rear set-backs for terraces and fenced yards.
- (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. and 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) 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 is approved by the Covenants Committee and/or the Developer for the construction of improvements on the Lot.
- (h) Maximum height of the main residence structure shall not exceed twenty-four feet (24') from the nearest adjacent finish exterior grade. Maximum height of all other independent structures shall not exceed sixteen feet (16') from the nearest adjacent finish exterior grade.

Section 21. 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 22. Rules. From time to time, in order to provide for the health, safety and welfare of the Members of the Cluster, the Board of Directors shall adopt 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. Rules for this Cluster may be initiated by the Cluster Committee, but must be recommended by

the Covenants Committee. All 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 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 23. Damage or Destruction of Units. In the event of reconstruction or restoration necessitated by damage to or destruction of any structure and/or landscaping, it must be restored to the original drawings and specifications within one (1) year after the damage or destruction, except to the extent that changes are required to bring the structure into conformance with the current Building Code of the City of El Paso. Any exceptions or deviations must have the prior written approval of the Covenants Committee.

Section 24. 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 25. 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.

Section 26. Developer.

(a) So long as the Developer is engaged in developing or improving any portion of the real property described in Exhibit "A" of this Supplementary Declaration, Developer shall be exempted from the provisions of this Article, including the movement and storage of building materials and equipment, erection and maintenance of directional and promotional signs and conduct of sales activities by it or its agents, and 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 property.

(b) Developer shall have the right of access to any Lot that has been conveyed which is adjacent to a Lot on which improvements are under construction. Such access shall permit movement of all workers and shall permit temporary installation of equipment, scaffolding, etc. Developer shall endeavor at all times to keep the conveyed Lot in an orderly condition by removing debris and equipment in a timely fashion. Developer shall leave the conveyed Lot at completion of construction on the adjacent Lot as nearly as possible in its original condition. The Developer's decision as to what constitutes "original condition" shall prevail.

(c) Developer shall continue to have the right of access at reasonable times, except for emergencies, over any conveyed Lot for purposes of performing warranty or other repair work on the conveyed Lot or a Lot adjacent thereto.

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 Quintas 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.

(d) Maximum Limited Common Area Assessment. The initial maximum Annual Limited Common Area Assessment shall be set by the Association at the time the Limited Common Area is conveyed to the Association by the Developer.

(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.

ARTICLE V

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Supplementary 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 (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 judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

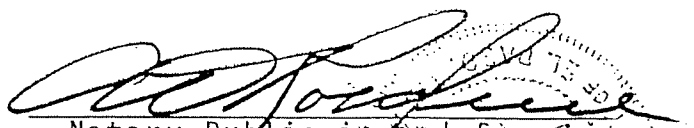
IN WITNESS WHEREOF, the Developer, A. V. C. DEVELOPMENT CORPORATION has caused these presence to be duly executed this 18TH day of MAY, 1982.

A. V. C. DEVELOPMENT CORPORATION

By A. B. Penick, Jr.
Vice-President

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on May 18th
1982, by A.B. Peinado, Jr, Vice-President of A.V.C.
DEVELOPMENT CORPORATION, a Texas Corporation on behalf of said
Corporation.


Notary Public in and for
the State of Texas
My Commission Expires
6-28-84

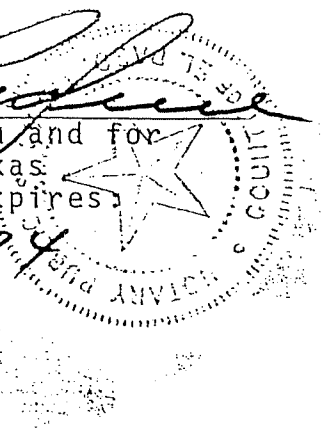
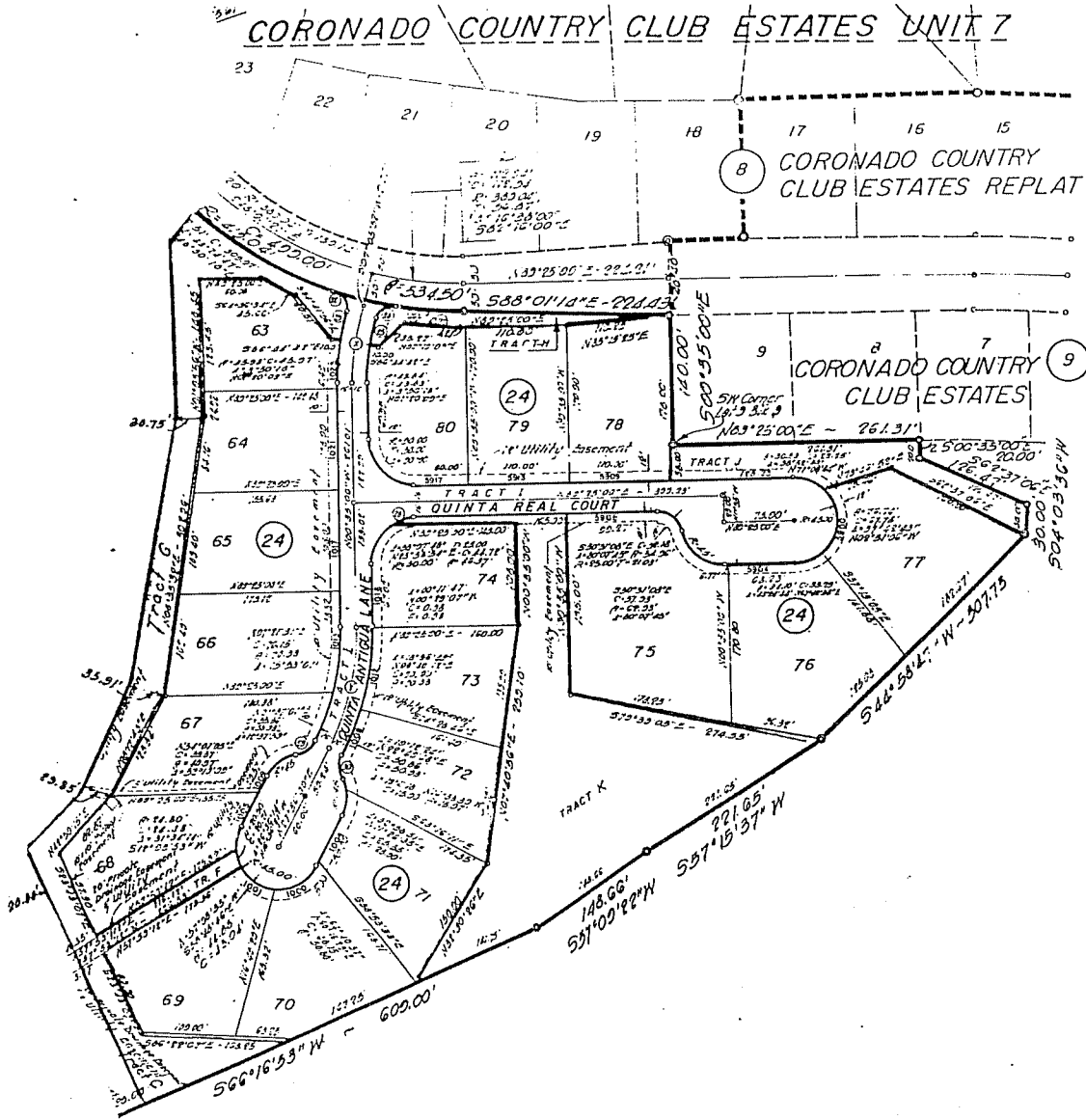


EXHIBIT A
 SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
 FOR
 CORONADO COUNTRY CLUB ESTATES UNIT 8
 QUINTAS CLUSTER



PROPERTY DESCRIPTION
 BEING the description of a parcel of land which comprises all of
 Lots 63 - 80, Block 24 of Coronado Country Club Estates Unit 8.