

**JARDINES**

027709

FIRST AMENDMENT TO

THE SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS  
OF THE JARDINES CORONADO CLUSTER

The following is the First Amendment to the Supplementary Declaration of Covenants and Restrictions for the Jardines Coronado Cluster 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.

This First Amendment, made this 1st day of December 1992, by the Board of Directors of the Coronado Country Club Estates Community Association, Inc. is made in accordance with Section 2, Article VI of the above referenced Supplementary Covenants and Restrictions.

W I T N E S S E T H :

Article II, Section 1 of the Supplementary Covenants and Restrictions of the Jardines Coronado Cluster of the Coronado Country Club Estates Community Association, Inc., shall hereafter be modified to read as follows, to wit:

Omit sub-paragraphs (a) and (b) and insert new sub-paragraphs (a) and (b) as follows:

(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 Areas, including but not limited to entrance walls, lights and signs; paved private streets, curbs and gutters serving all residential units and common areas; golf cart path to Coronado Country Club golf course; masonry/stucco standards and mailbox/light fixture combinations; swimming pool, hot tub, restrooms and lounge; children's play area adjacent to pool area; landscaping and sprinkler systems.

(b) Providing the following services to each lot:

- (1) Painting of garage door and wood trim.
- (2) Painting trash/electric meter room entry door or doors and trim located between the front property line and the patio wall and front entrance gate.
- (3) Painting gate to recessed trash areas if exposed to the street and if no door to trash area is included in improvements.
- (4) Maintenance of trees, shrubs, grass and sprinkler systems located between the front property line and patio wall and front entrance, excepting patios and landscaping within enclosures which are accessible only through private entries.

1992 25025 0207

(5) At the option of the Association, repairs required due to the willful or negligent act of owner or his invitees, which is not repaired by the owner with due diligence and the cost of such maintenance or repair shall become a Restoration Assessment on owner's lot as provided in the Declaration.

\*\*\*\*\*

Duly approved by 75% of the owners along with 2/3 of the first lien holders as required by the Covenants and Restrictions of both the Jardines Coronado Cluster and the Coronado Country Club Estates Community Association, Inc. on this \_\_\_\_ day of \_\_\_\_\_, 1992.

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

Jardines Coronado Cluster

Laura P. Gordon  
Secretary

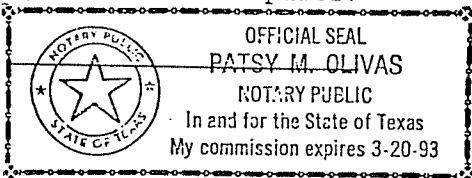
Cary Hutchinson  
Chairman

STATE OF TEXAS )  
                          )  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared Cary Hutchinson, Chairman, of the Jardines 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 3rd day of December, 1992.

My Commission expires:



Patsy M. Olivas  
Notary Public in and for the  
State of Texas

1992 25025 0207

04/1/92

FILED FOR RECORD  
IN HY OFFICE

'92 DEC 3 AM 11 36

COUNTY CLERK  
EL PASO COUNTY TEXAS

*James C. Sturgis*  
DEPUTY

ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL,  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR  
OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW  
STATE OF TEXAS COUNTY OF EL PASO

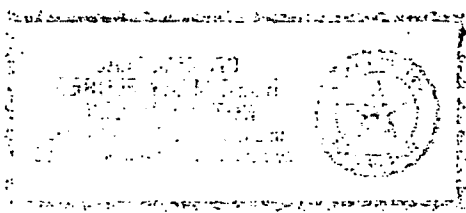
I hereby certify that this instrument was filed on the date and time  
stamped herein by me and was duly recorded in the volume and page  
of the Official Public Record of Real Property, El Paso County, Texas.

DEC 3 1992



El Paso County, Texas

*H. C. ...*



RETURN TO:
NAME: <u>KISKEN MACHET CO.</u>
ADDRESS: <u>2211 E. MISSOURI</u>
CITY: <u>EL PASO, TX.</u>
ZIP CODE: <u>79903</u>

**CORONADO COUNTRY CLUB ESTATES COMMUNITY ASSOCIATION  
 SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS  
 LOS JARDINES CLUSTER**

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FIRST AMENDMENT TO  
THE SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS  
OF THE JARDINES CORONADO CLUSTER

The following is the First Amendment to the Supplementary Declaration of Covenants and Restrictions for the Jardines Coronado Cluster 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.

This First Amendment, made this 1st day of December 1992, by the Board of Directors of the Coronado Country Club Estates Community Association, Inc. is made in accordance with Section 2, Article VI of the above referenced Supplementary Covenants and Restrictions.

W I T N E S S E T H :

Article II, Section 1 of the Supplementary Covenants and Restrictions of the Jardines Coronado Cluster of the Coronado Country Club Estates Community Association, Inc., shall hereafter be modified to read as follows, to wit:

Omit sub-paragraphs (a) and (b) and insert new sub-paragraphs (a) and (b) as follows:

(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 Areas, including but not limited to entrance walls, lights and signs; paved private streets, curbs and gutters serving all residential units and common areas; golf cart path to Coronado Country Club golf course; masonry/stucco standards and mailbox/light fixture combinations; swimming pool, hot tub, restrooms and lounge; children's play area adjacent to pool area; landscaping and sprinkler systems.

(b) Providing the following services to each lot:

- (1) Painting of garage door and wood trim.
- (2) Painting trash/electric meter room entry door or doors and trim located between the front property line and the patio wall and front entrance gate.
- (3) Painting gate to recessed trash areas if exposed to the street and if no door to trash area is included in improvements.
- (4) Maintenance of trees, shrubs, grass and sprinkler systems located between the front property line and patio wall and front entrance, excepting patios and landscaping within enclosures which are accessible only through private entries.

(5) At the option of the Association, repairs required due to the willful or negligent act of owner or his invitees, which is not repaired by the owner with due diligence and the cost of such maintenance or repair shall become a Restoration Assessment on owner's lot as provided in the Declaration.

\*\*\*\*\*

Duly approved by 75% of the owners along with 2/3 of the first lien holders as required by the Covenants and Restrictions of both the Jardines Coronado Cluster and the Coronado Country Club Estates Community Association, Inc. on this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

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

Jardines Coronado Cluster

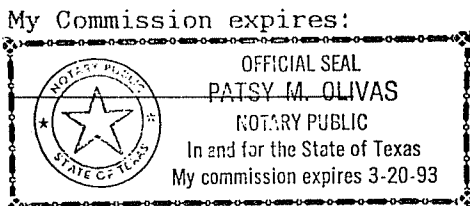
Laura P. Gordon  
Secretary

Cary Hutchinson  
Chairman

STATE OF TEXAS     )  
                                  )  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared Cary Hutchinson, Chairman, of the Jardines 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 3rd day of December, 1992.



Patsy M. Olivas  
Notary Public in and for the  
State of Texas



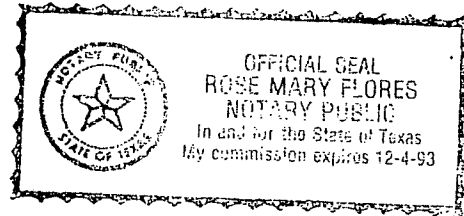
STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared Laura Gordon, Secretary, 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 she 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 2nd day of December, 1992.

My Commission expires:  
\_\_\_\_\_

Rose Mary Flores  
Notary public in and for the  
State of Texas



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

THIS DECLARATION, made this 17<sup>th</sup> day of February, 19 81,  
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, 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 Jardines 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.

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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) Providing services to each Lot, including, but not limited to:

- (1) maintenance of the exteriors of Living Units (exterior building surfaces, soffits, roofs, gutters and downspouts where originally provided, except exterior doors, garage doors and windows, including glass and screens);
- (2) maintenance 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);
- (3) repair required due to a willful or negligent act of an Owner or his invitees, which is not

repaired by the Owner with due diligence, and the cost of such maintenance or repair shall become a Restoration Assessment on his lot as provided in the Declaration.

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

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

(e) 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 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 Six Hundred Twelve Dollars (\$612.00).

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.

1458-0611

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 residential use shall be used, improved, and devoted to residential use. No noxious or offensive trade or activity shall be carried upon any Lot nor shall anything be done which shall be an annoyance or nuisance to the neighborhood. 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.

Section 3. Vehicles. Use and storage upon the Common Areas and Lots of all vehicles and recreational equipment shall be subject to rules promulgated by the Board of Directors as provided herein. Without limiting the generality thereof:

(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 maintenance 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, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on sidewalks, pathways or unpaved Common Areas, except

those specifically authorized by the Association.

(c) No recreational, commercial and other nonstandard vehicles may be parked on the property except in compliance with rules and guidelines adopted by the Board of Directors.

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, except 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 Covenants Committee.

Section 8. Trash Burning. The burning of trash, leaves and other similar materials 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. Only mailboxes meeting the design standards of the Association 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 for any use other than a garage for the storage of motor vehicles. The garage doors shall always remain in place and operable. Because garage doors are a major architectural feature of each unit, garage doors shall be closed at all times except as necessary for ingress and egress.

Section 12. 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 onto the ground bench or onto the earth slope behind these walls by any Lot Owner.

Section 13. Roof Mounted Air-Conditioning Units. Other than those air-conditioning units included in the original construction, no roof-mounted air-conditioning units, including evaporative coolers, refrigeration units, or 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 14. Vegetation. No live trees, bushes, cactus, desert plants or other live vegetation exterior to the private patio area, except for those plants commonly considered as weeds, may be cut or removed without prior approval of the Covenants Committee.

Section 15. Drainage. All Owners of Lots must maintain drainage toward the street in front. There will be no drainage toward rear of Lot or to the side of Lot except at corner Lots. All surface drainage of major slopes from top of slope down to lower Lot shall be directed through the lower Lot around the residence and cannot be modified by the Lot Owner. A five foot easement on all sides of each Lot is reserved for the construction and maintenance of drainage facilities by the Association.

Section 16. Design and Remodeling. The Covenants Committee or its designated representative shall approve or disapprove the design plan for any and all alterations and all those actions subject to design control by the provisions of Article VI, Section 1, paragraph (c) of the Declaration, and as set forth below.

(a) Plans shall include specifications, site plans, exterior color schemes 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 within forty-five (45) days after submission, such approval will not be required and the requirements of Section 12(a) shall be deemed to have been fully complied with.

(c) No remodeling of any home nor addition thereto 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.

(d) Any remodeling, once commenced, shall be completed in not more than three (3) months from the date of issuance of the Building Permit by the City of El Paso.

(e) Any modification affecting the exterior of the unit which has been approved by the Covenants Committee will be subject to future maintenance by the Owner of the Lot. Such future maintenance will be at the Owner's expense.

Section 17. 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 18. Owner's Property Insurance. Each Owner shall purchase a policy of property insurance in the amounts 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 19. Rules. From time to time, the Board of Directors shall adopt general rules for this Cluster, including but not limited to, rules to implement the provisions of this Article and such rules as are required herein, all of which rules shall be 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 20. Damage or Destruction. 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 excep-

tions or deviations must have the prior written approval of the Covenants Committee.

Section 21. Exceptions. The Board of Directors may issue temporary permits to an Owner to except any prohibitions expressed or implied by this Article, provided the Board can show good cause and 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 22. Developer.

(a) So long as the Developer is engaged in developing or improving any portion of the property, it 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  
PARTY WALLS AND FENCES

Section 1. General Rules of Law to Apply. Each exterior building wall or each fence which is built as a part of the original part of the construction of the homes upon the Lots of the property and placed immediately adjacent to or on the property line between the Lots, shall constitute a party wall or party fence, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity nor lowering, raising or otherwise modifying any party wall or party fence without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (except deterioration from ordinary wear and tear and lapse of time, for which repairs or maintenance shall be the responsibility of the Owner for interior wall surfaces and the responsibility of the Association for exterior wall surfaces):

(a) through the act of an Owner or any of his tenants, agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owner.

(b) other than by the act of an adjoining Lot Owner, his tenants, agents, guests or members of his family, it shall be the obligation of the Owner on whose Lot such wall or fence (i.e., its major part) rests to rebuild and repair such wall or fence at his expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee. Any attachment to the exterior surface of a party wall that either requires drilling or nailing is prohibited.

Section 4. Physical Contact With Party Walls. Neither the Owner nor any of his tenants, agents, invitees or members of his family, shall make any physical contact in any manner with the immediately adjacent party wall which will produce sound that can be transmitted into the interior of the adjacent home.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

Section 6. Disputes. In the event of any dispute arising concerning a party wall, such dispute shall be submitted to the Covenants Committee for resolution pursuant to the formal hearing process that is part of the Book of Resolutions.

Section 7. Easement. The Owner of each Lot is hereby granted an easement on and over each and every Lot and Common Area, which is adjacent to such Lot for all building projections, foundations, overhangs and other portions of the Owner's home which extend or project into, onto or over such adjacent Lots and/or Common Area.

When any building extends to or over the lot line of an adjoining Lot, the Owner of said building shall have the right to enter upon a reasonable portion of such adjoining Lot at reasonable times for the purpose of performing repairs or maintenance to his building. Except as otherwise provided in the Declaration or this Supplementary Declaration, such right of entry shall place no obligation on the entering party to maintain the land entered upon.



ARTICLE V  
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 Jardines 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.

ARTICLE VI  
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 17<sup>th</sup> day of February, 1981.

A. V. C. DEVELOPMENT CORPORATION

By *Arnold 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 17<sup>th</sup> day of February, 1981.

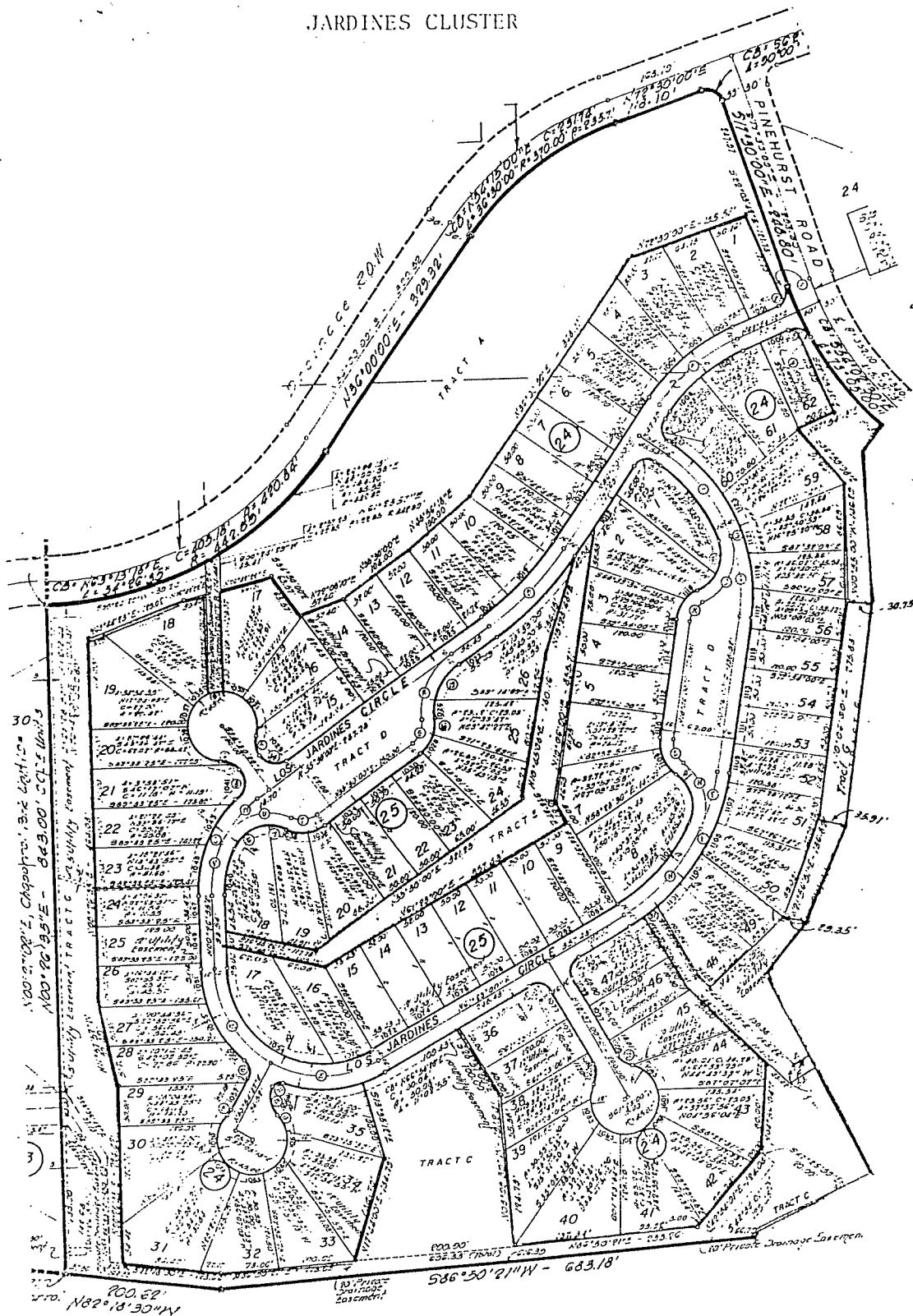
*Grover L. Spence*  
Notary Public in and for El Paso  
County, Texas  
GROVER L. SPENCE, Notary Public  
in and for El Paso County, Texas  
My Commission Expires 3/31/87

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

CORONADO COUNTRY CLUB ESTATES UNIT 8

JARDINES CLUSTER



PROPERTY DESCRIPTION

BEING the description of a parcel of land which comprises all of Lots 1-62, Block 24 and all of Lots 1-26, Block 25 of Coronado Country Club Estates Unit 8.

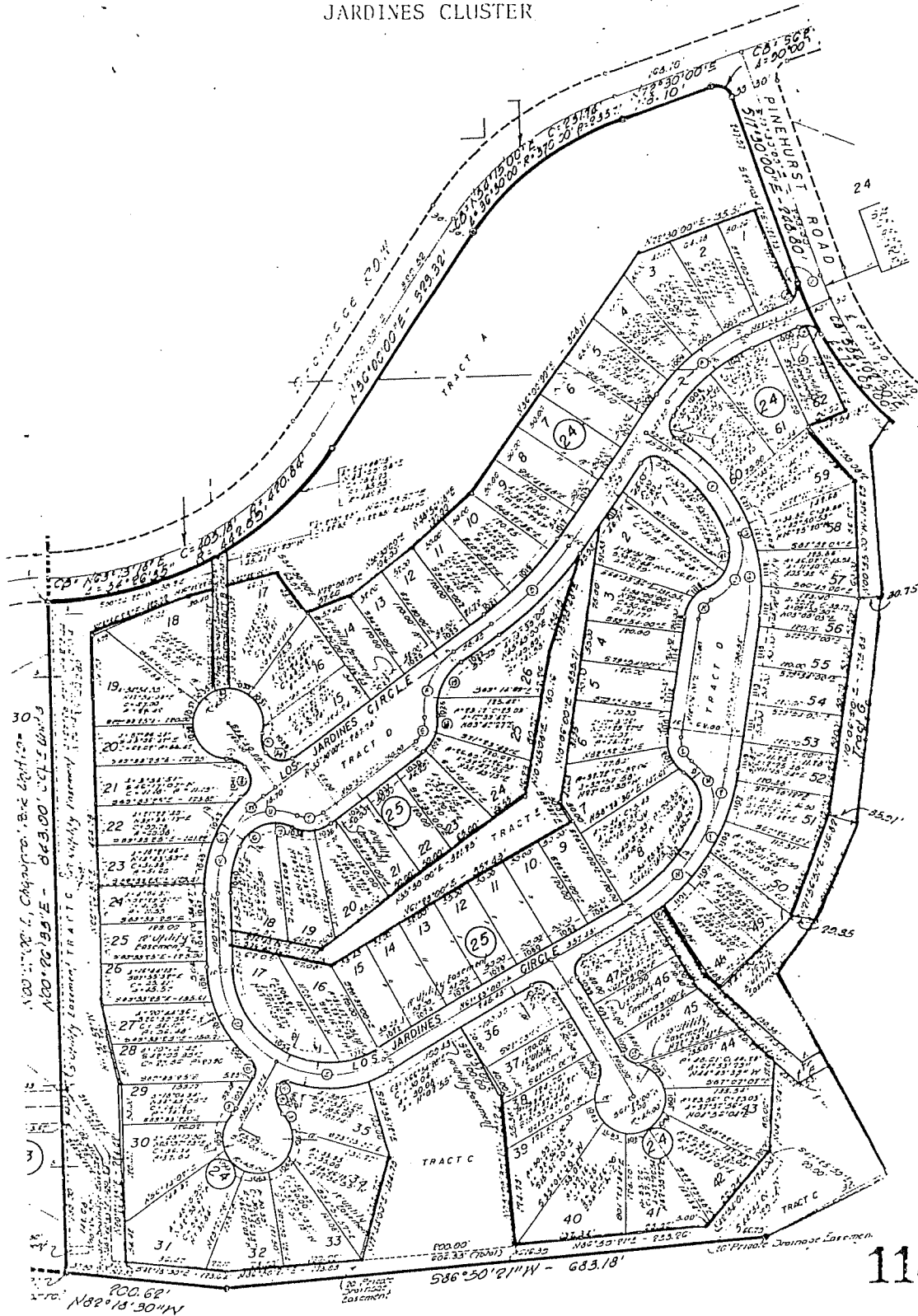
1153-0629

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

CORONADO COUNTRY CLUB ESTATES UNIT 8

JARDINES CLUSTER



1153-0630

The following Tracts of Coronado Country Club Estates Unit 8, Jardines Cluster, are to be owned and maintained for the use of the residents of this cluster and comprise the "Jardines Cluster Common Area and Streets" of this cluster as described in Article IV of the Declaration:

Tract A	5.298 acres	Portion of Tract C	5.185 acres
Tract B	0.078 acres	Portion of Tract F	0.159 acres
Tract D	3.162 acres	Portion of Tract G	0.779 acres
Tract E	0.691 acres	TOTAL	11.530 acres

76254 ac# 1258 \$ 43.00

FILED FOR RECORD  
IN MY OFFICE

'81 FEB 20 PM 2:31

OFFICE OF THE CLERK  
COUNTY OF EL PASO  
STATE OF TEXAS

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

FEB 20 1981



*H. C. B. B.*

COUNTY CLERK, El Paso County, Texas

1153-0631

Return To A.V.C. DEVELOPMENT CORP.  
5778 MIRA GRANDE DR.  
El Paso, Texas 79912

Exhibit A

JARDINES CORONADO

MINIMUM GENERAL AND ARCHITECTURAL REQUIREMENTS

The following requirements shall apply to all construction within the Jardines Coronado Cluster:

1. All requirements of the Jardines Coronado Cluster documents, i.e., the Declarations of Covenants and Restrictions, the Supplementary Declaration for the Jardines Cluster, and the Bylaws of the Coronado Country Club Estates Association, Inc., apply.
2. Any builder or any individual may build any of the three model homes (or their alternates) or variations of any of them as approved by the Cluster Committee. All other plans submitted to the Committee for approval shall have a minimum of 1800 square feet of living area, exclusive of garages, garage storage areas, carports and covered or open porches and terraces. All proposed plans must be submitted to the Cluster Committee for review and approval prior to beginning construction.
3. Architectural design shall be compatible with existing architecture.
4. Exterior wall finish shall be stucco, and color shall be approved by the Cluster Committee prior to installation.
5. Roof tile similar to the "Monray" roof tile shall be used on a portion of the roof, i.e., 100% parapet roof design is not acceptable. Roof tile shall be visible from the front street.
6. All residences shall have a two-car garage with garage door to be operated by a radio-controlled opener. Garage doors shall match those of existing residences, i.e., a flat surface design shall be used. Garage doors with windows or paneled units are not acceptable.
7. All residences shall have a minimum setback of twenty (20') feet to the garage door frame from the front property line.
8. All front yards shall be landscaped similarly to existing front yard landscaping, at owner's expense. A landscaping plan first submitted for approval by the Cluster Committee.
9. All rear yard fences shall be wrought iron fences similar to existing rear yard fences, except that when a residence backs up to a slope which rises above the rear yard, the rear yard fence shall be a stuccoed masonry wall. Side walls next to a street on corner lots shall be stuccoed masonry walls and shall be located not less than five feet (5') from the side property line. It is recommended that such side walls be located ten feet (10') from the side property line to avoid conflicts with utility easements.
10. Front yard stuccoed masonry walls shall be installed as designed and erected at the original entry model residences utilizing the cobalt blue ceramic tile strip and not less than six feet (6') high above the entry walk. Such walls shall be located not more than thirty feet (30') from the front property line.



Ceramic tile street address numbers similar to those installed in existing homes shall be installed on the front wall.

11. The zero lot line concept shall be used for the placement of a house on all lots. The location of the zero lot line shall follow the pattern previously established in the immediate area of the lot on which the house is to be constructed.

12. A temporary wrought iron fence shall be provided at lot owner's expense at the side lot line (the property line which is not the zero lot line) if the adjacent lot is vacant.

13. The mailbox/light combination previously in use at existing homes shall be used and installed by lot owner at his expense. A photocell light switch shall be installed on the front roof of the house and shall operate three exterior lights: the mailbox light, a light recessed in the ceiling just over the garage door, and a wall-mounted light just outside the wrought-iron entry gates.

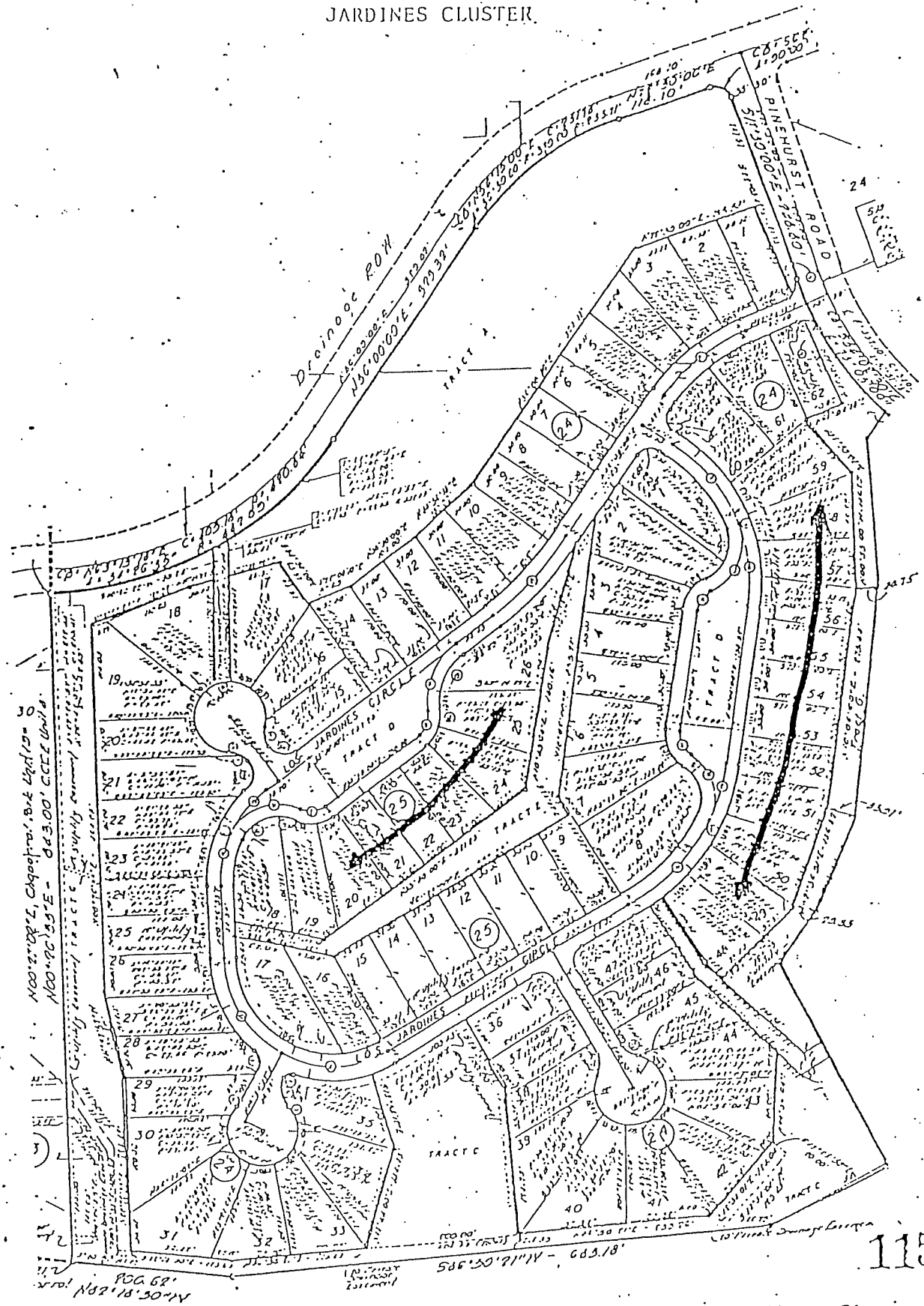
14. All evaporative or refrigeration air conditioners shall be of the low profile type and shall be placed on the roof where they cannot be seen by using sufficiently high parapets or shall be screened with a design compatible with the Jardines architecture and subject to approval by the Cluster Committee.

15. Two-story residences are permitted only on Lots 49 through 58, Block 24, and Lots 20 through 25, Block 25. However, the highest point on the roof of such buildings, including all roof-mounted equipment except the chimney, shall be not higher than the rear yard ground elevation of the lowest lot (or residence) directly behind and above the lot on which the two-story house is to be constructed.

16. Construction of a residence shall begin within one year after conveyance of title to a lot and shall be completed within one year after beginning of construction.

17. The Cluster Committee will require, in plans submitted for approval, an acceptable trashcan closet/storage arrangement which will keep trashcans and trash out of sight. See existing homes for acceptable arrangements.

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
CORONADO COUNTRY CLUB ESTATES UNIT 8  
JARDINES CLUSTER.



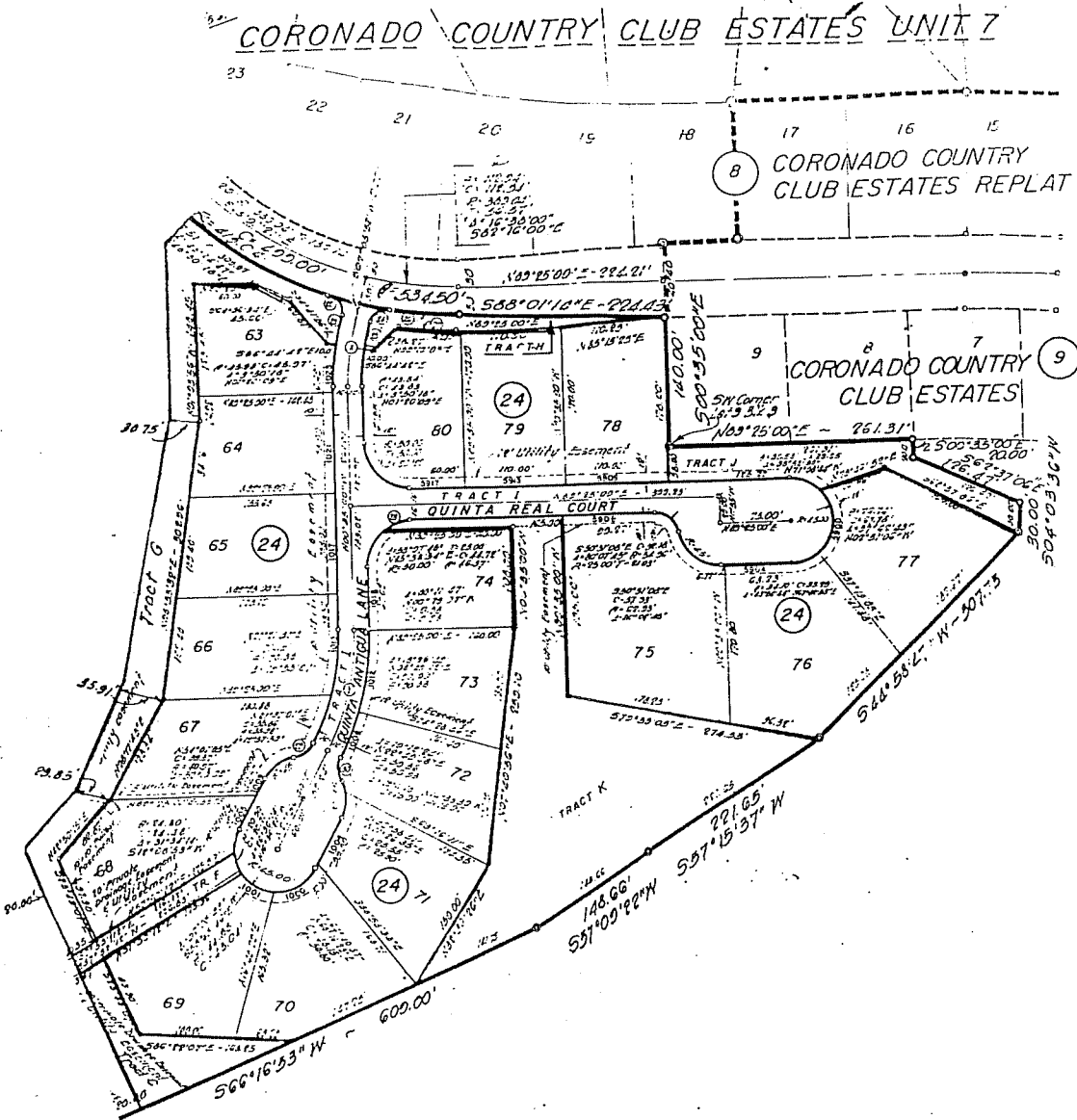
TWO STORY HOMES

1153-

The following Tracts of Coronado Country Club Estates Unit 8, Jardines Cluster, are dedicated and maintained for the use of the residents of this cluster and comprise the "Jardines Cluster Common Area and Streets" of this cluster as described in Article IV of the Declaration of Covenants and Restrictions:

Tract A	3.298 acres	Portion of Tract C	3.183 acres
Tract B	0.078 acres	Portion of Tract F	0.139 acres

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



The following Tracts of Coronado Country Club Estates Unit 8, Quintas Cluster, are to be owned and maintained for the use of the residents of this cluster and comprise the Quintas, "Cluster Common Area and Streets" of this cluster as described in Article IV of the Declaration.

Tract H	0.111 acres
Tract I	1.232 acres
Tract J	0.295 acres
Tract K	1.529 acres
Portion of Tract C	0.200 acres
Portion of Tract F	0.089 acres
Portion of Tract G	0.685 acres
<b>TOTAL</b>	<b>4.141 acres</b>

**1261-1277**