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DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
THE WILLOWS, UNIT FIVE

(A Planned Residential Unit Development,  
El Paso, El Paso County, Texas)

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EXHIBITS

- 1.1 Legal description of Subdivision
- 1.4.1 Legal description of Property which may be added
- 2.5 Legal description of Lake

DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR "THE WILLOWS, UNIT FIVE" (A PLANNED  
RESIDENTIAL SUBDIVISION IN EL PASO COUNTY, TEXAS)

This Declaration of Covenants, Conditions, and Restrictions is made this 29 day of June, 1987, by Security Southwest Marketing Corporation, a Texas corporation (hereinafter referred to as Declarant), joined herein by J. R. Thurman & Co, a Texas corporation, a present owner of certain lots in the Property which it desires also to make subject to this Declaration, and for purposes thereof all references herein to Lots or Property owned by or acts of declaration or covenants of Declarant, shall also have referenced to J.R. Thurman & Co. to the extent of its ownership of certain Lots in the Property as of the date hereof.

W I T N E S S E I H:

1. RECITALS AND DECLARATION.

1.1. The Property. Declarant is the owner of certain property, hereafter referred to as the "Property" located in El Paso County, Texas, which is more particularly described as:

The Willows, Unit Five, an addition to the City of El Paso, El Paso County, Texas, according to the map thereof on file in Book 61, Page 83, of the Plat Records of El Paso County, Texas.

The Property shall also include any other property subsequently made subject to the Declaration. A legal description of the Property which includes the Lots and Common Areas as those terms are defined in Section 2 hereof, is attached hereto as Exhibit 1.1.

1.2. General Plan and Declaration. WHEREAS, Declarant desires to impose a general plan for the benefit of all future "Owners" of "Lots" for the development of the Property, together with such other additions of property as may hereafter be made thereto, all for the purpose of enhancing and protecting the value, desirability, and attractiveness thereof,

NOW THEREFORE, Declarant does hereby COVENANT, AGREE and DECLARE that the Property, which shall be known as The Willows, Unit Five, shall hereafter be subject to the covenants, conditions, restrictions, easements, charges and liens of this Declaration upon the use, occupancy, and enjoyment thereof.

1.3. The Association. For the efficient preservation of the value and amenities in the Property, Declarant deems it desirable to provide for an agency to which will be delegated and assigned the powers of maintaining and administering all common properties and amenities, and enforcing and administering the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and therefore Declarant shall cause a nonprofit corporation to be incorporated under the laws of the State of Texas to which such powers may be delegated in the future, hereafter referred to as the "Association,"

1.4. Additions to Existing Property and Changes. Additional lands may become subject to the scheme of this Declaration in the following manner:

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1.4.1. Additions by Declarant. For a period of seven (7) years from the recordation date of this Declaration, the Declarant, its successors and assigns shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development, upon the approval of the Board of Trustees of the Association in its sole discretion. A legal description of the additional properties that may be added to this Declaration is attached hereto as Exhibit 1.4.1. The total number of additional lots that may be included in the additional properties is 320. Any additions authorized under this and the succeeding subsection shall be made by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional properties. All improvements initially intended for the additional properties will be substantially completed prior to the filing of the Supplemental Declaration. Said improvements shall be subject to the same standards of construction and use as described in Section 10 of this Declaration. Upon filing the Supplemental Declaration, the owners of the Lots in the additional properties (including the Declarant, its successors and assigns), shall: (a) be granted voting rights similar to those granted to Class A members described in subsection 5.4.1 hereof; (b) become subject to assessments similar to those provided in Section 6 hereof; and (c) become entitled to rights in the Common Areas similar to those described in Section 3 hereof. The Supplemental Declaration must impose at least an annual maintenance charge assessment on the property covered thereby, on a substantially uniform, per lot basis, substantially equivalent to the maintenance charge and assessment imposed by this Declaration, except that with respect to the Lake (and/or Future Lake), the annual maintenance charge assessments related thereto may be imposed against such additional property on such basis as may be reasonably determined by Declarant, which may include a sharing of costs of maintaining the Lake (or Future Lake) between associations in such reasonable basis as Declarant (and/or the Board of Trustees of the Association) may determine, and may contain such complimentary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands.

1.4.2 Mergers. Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration.

1.4.3. Changes in Property Configuration. Subject to the rights of eligible mortgage holders as defined in subsection 12.2, Declarant reserves the right to make such changes in the boundaries and designations of Lots not sold to others and in the Common Areas, as Declarant deems advisable, provided that any such changes shall not have a materially adverse effect upon the boundaries or the beneficial use and enjoyment of any Lot then owned by Owners other than Declarant.

2. DEFINITIONS.

The following terms hereinafter used in the Declaration, unless otherwise provided or unless the context requires otherwise, are defined as follows:

2.1. The Association. "The Association" shall mean and refer to the nonprofit corporation which Declarant shall cause to be incorporated under the name of THE LAKE WILLOWS ISLAND PROPERTY OWNERS ASSOCIATIONS, INC. as herein provided, its successors and assigns.

2.2. Association Maintained Private Areas. "Association Maintained Private Areas" shall mean and refer to those portions of Lots and improvements thereon which may be designated by the Board of Trustees as areas to be maintained by the Association pursuant to the provisions of Section 7 hereof.

2.3. Common Area. "Common Area" shall mean and refer to all real property owned by the Association for the common and/or restricted use and enjoyment of the Owners, which may include property originally designated as a lot on the Subdivision Plats and subsequently conveyed to the Association for use as a Common Area, and shall also refer to any facilities located thereon.

2.4. Declaration. "Declaration" shall mean and refer to this Declaration and any Supplemental Declaration.

2.5. Lake and/or Future Lake. "Lake" shall mean and refer to the water surface of the existing lake as described in Exhibit 2.5 attached hereto, and it shall be designated as a Common Area. Declarant may (but is not hereby required to) expand the Lake on property adjacent to the Property, with an area of approximately 14 acres (the "Future Lake"), and if and when so expanded and designated by recorded instrument, the same may be added to the Property, or, alternatively, easement rights thereon may be granted to the Owners (Members) and the Association. When so expanded, designated and/or added to this Declaration, the Future Lake shall thereafter, be deemed to be included in any other reference herein to the Lake.

2.6. Lot. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property (including any lots contained in additional lands added pursuant to Section 1.4) with the exception of the Common Area; and shall, when Reciprocal Exchange Easements are created, as hereafter provided, means the fee owned by a Member, less Negative Reciprocal Exchange Easement Area given up, plus any Positive Reciprocal Easement received by

such Owner pursuant to such Reciprocal Exchange Easements, or shall mean any Lot as shown or redesignated on any replat. To the extent any Owner and Member shall acquire more than one lot as shown on the Subdivision Plats for the purpose of building a single residence, then such lots shall be treated as one Lot hereunder for all purposes, including but not limited to voting rights and calculation of assessments.

2.7. Member. "Member" shall mean and refer to every person or entity who holds membership in the Association as provided in Section 5.3 hereof.

2.8. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title (plus Reciprocal Easement Rights) to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.9. Private Areas. "Private Areas" shall mean and refer to all other portions of Lots and improvements thereon which are not maintained by the Association as provided for in Section 7.2.

2.10. Reciprocal Exchange Easements. "Reciprocal Exchange Easements" shall mean and refer to easements created by Deed or grant, with a Positive Reciprocal Exchange Easement being an easement granted to a specified Lot Owner upon adjacent property for such specified Lot Owner's exclusive (subject to certain restrictions and reserved easements) use, and a Negative Reciprocal Exchange Easement being an easement granted or reserved upon said specified Lot Owner's Lot for the exclusive (subject to limitations) use of another.

2.11. The Subdivision. "The Subdivision" shall mean and refer to The Willows, Unit Five and any other real property brought within the scheme of this Declaration.

2.12. Subdivision Plats. "Subdivision Plats" shall mean and refer to the maps or plats of the Willows, Unit Five, recorded in Volume 61, Page 83, in the Plat Records of El Paso County, Texas, or any replat(s) thereof.

2.13. Supplemental Declaration. "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants, Conditions and Restrictions bringing additional property within the scheme of this Declaration under the authority provided herein. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declaration.

### 3. PROPERTY RIGHTS IN COMMON AREAS.

Every Member is hereby granted a nonexclusive common right and easement of enjoyment in and to the Common Areas, with such right and easement to be appurtenant to and pass with title to each Lot in the Subdivision, subject, however, to the following reservations, restrictions, and limitations:



3.1. Fees and Rules. The right of the Association, in its discretion, to charge reasonable admission and other fees for the use of recreational facilities, if any, located in the Common Areas, and to make, publish, and enforce reasonable rules and regulations governing the use and enjoyment of the Common Areas or any part thereof, all of which rules and regulations shall be binding upon, complied with, and observed by each Member. These rules and regulations may include provisions to govern and control the use of such Common Areas by guests or invitees of the Members, including, without limitation, the number of guests or invitees who may use such Common Areas or any part thereof at the same time.

3.2. Easements. The right of the Association to grant or dedicate easements in, on, under or above such Common Areas or any part thereof to any public or governmental agency or authority or to any utility company for any service to the Subdivision or any part thereof and rights, easements and restrictions on use now existing and as provided for in the Declaration.

3.3. Title to Utilities and Streets. The right of the Association to transfer title to any street, curbs, parking areas, drainage facilities, storm sewer line, sanitary sewer line, water line, or any other street facility, electrical cable, telephone, security, gas or other utility facility or equipment situated in any part of such Common Areas and owned by the Association to any public or political authority or agency or to any utility company rendering or to render service to the Subdivision or any part thereof; and

3.4. Health, Safety, and Welfare. The right of the Association to convey or dedicate such portions of such Common Areas as its Board of Trustees may deem appropriate to governmental authorities, political subdivisions or other persons or entities for use as locations for schools, churches, and hospitals, or for other similar purposes related to the health, safety, and welfare of the Members; and

3.5. Maintenance and Operation. The right of the Association to enter into management and/or operating contracts or lease or concession agreements relative to the maintenance and operation of such Common Areas in such instances and on such terms as its Board of Trustees may deem appropriate except that no such management and/or operating contract shall exceed three (3) years in duration. Notwithstanding any provision in this Declaration to the contrary, any said management and/or operating contract entered into prior to the Conversion Date (as that term is defined in subsection 5.4.2), shall expressly provide that at any time after the Conversion Date, the Association may terminate said management and/or operating contract without cause, without penalty and without more than ninety (90) days notice to the party with whom said contract is entered into. The Association shall have the right to operate recreational facilities and related concessions located on such Common Areas; and

3.6. Suspension of Rights. The right of the Association to suspend the voting rights of a Member or his right to use any recreational facility located in the Common Areas during the period he is in default in excess of thirty (30) days in the payment of any assessment for which he is liable under this Declaration; and to suspend such rights for a period not to exceed sixty (60) days for any infractions of its published rules and regulations; and the aforesaid rights of the Association shall not be exclusive, but shall be cumulative of and in addition to any other rights and remedies which the Association may have in this Declaration and Supplemental Declarations or in its Bylaws or at law or in equity on account of any such default or infraction; and

3.7. Borrowings. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas, and in aid thereof to mortgage said properties. The rights of any mortgage holder in such properties shall be subject to the rights of the Owners to the easements of enjoyment in the Common Areas as set out herein. Notwithstanding any other provision in this Declaration to the contrary, no action under this subsection 3.7 may be had without the assent of at least two-thirds (2/3) of each class of members; and

3.8. Nonexclusive Lake Rights. The rights of owners of lots in The Willows, Units One, Two, and/or Three, as designated by The Willows Property Owner's Association to have the right to use and enjoy the Lake; and rights reserved unto Declarant, its successors and assigns, to grant to the owners of lots in the additional properties that may be brought within the scheme of this Declaration as described in subsection 1.4.1 hereof (and/or other persons who may be designated by the homeowner's association acting on behalf of such owners of lots) the right to use and enjoy the Lake (or Future Lake).

3.9. Assignment of Use. Any Member may assign his right of use and enjoyment of the Common Areas, together with all easement rights granted to Members in this Declaration, to the members of his family, his tenants, or contract purchasers who reside on his Lot. Said Common Areas are not dedicated in any manner for use by the general public, but are limited and specifically restricted to the sole use and enjoyment of said Members and those to whom the use is properly assigned as herein provided.

#### 4. GENERAL EASEMENTS.

Existing easements as shown on the Subdivision Plat or otherwise of record are hereby incorporated herein by reference and made a part of this Declaration for all purposes. The following additional easements are hereby granted, and each Owner takes his Lot and his right to enjoy and use the Common Areas subject thereto:

4.1. Utility Easements. There is hereby created a blanket easement upon, across, over and under all portions of the Property for the installation, replacement, repair and maintenance of all utilities, including, but not limited to, security, water, sewer, gas, electricity, telephone, a master television antenna system and a cablevision system, and including the right to erect and maintain the necessary poles, lines, circuits, conduits and other equipment on, above, across and under the roofs and exterior walls of the residential units. This easement shall exist in favor of Declarant, the Association, the Owners requiring such utility services and the utility companies providing same. Provided, however, the location of all such utilities not installed by Declarant shall be subject to the approval of the Board of Trustees; and provided, further, that the use of this easement by all parties shall be such as not to unreasonably interfere with the use and occupancy of a Lot by the Owner thereof or of the Common Areas and the facilities thereon; and

4.2. Utility Easements Nonexclusive. Easements for underground services may be crossed by driveways, walkways, carports, walls and other facilities or improvements provided the Declarant or builder makes prior arrangements with the utility company whose easement is thus traversed. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area; and

4.3. Encroachment Easements. If, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Property, any portion of the Common Areas encroaches upon a Lot or any portion of a Lot encroaches upon the Common Areas or upon an adjoining Lot, a valid easement for the encroachment and for the maintenance of same, so long as it stands, is hereby created. Such encroachments and easements shall not be considered or determined to be encumbrances either upon the Common Areas or on the Lots for the purpose of marketability of title or any other purpose; and

4.4. Construction and Maintenance Easements. For the purpose of constructing improvements upon the Lots and the Common Areas and to facilitate the maintenance and restoration of such improvements required by this Declaration, each Owner (including Declarant) shall have an easement upon the adjacent Lots and Common Areas and the Association shall have an easement upon the Lots adjacent to the Common Areas; further, each Owner shall have such rights upon the Negative Reciprocal Exchange Easements given up by such Owner, and the Association shall have

easement rights upon all Association Maintained Private Areas; provided, that such construction, maintenance and restoration shall be conducted in such a manner as to cause the least possible interference with the use of the adjacent Lots and Common Areas and any damage to same shall be promptly repaired and restored by the Owner or the Association causing such damage; and

4.5. Drainage Easements. Each Owner covenants to provide such easements for drainage and water flow as the contour of the property and the arrangement of the structures by Declarant thereon requires; and

4.6. Easements for Police, Etc. An easement is further granted to all police and police equipment, firemen and fire fighting equipment, utility service personnel and equipment, ambulance, garbage collection and all similar emergency or service persons so as to permit them to enter upon the streets, Common Areas and Association Maintained Private Areas in the performance of their required duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company elected by the Association to enter in or to cross over the Common Areas and Association Maintained Private Areas provided for herein.

4.7 Unrestricted Right of Ingress and Egress. Each Owner shall have the unrestricted right of ingress and egress to his Lot. Such right is perpetual and shall run with the Lot.

## 5. THE ASSOCIATION.

The Declarant shall cause the Association to be organized and formed as a nonprofit corporation under the laws of the State of Texas.

5.1. Purpose. The purpose of the Association in general shall be to provide for and promote the health, safety, and welfare of the Members, to collect the regular, restricted, and special assessments, and to administer the funds so collected, to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Areas, and the Association Maintained Private Areas in the Subdivision and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of this Declaration and all supplemental Declarations.

5.2. Trustees. The Association shall initially act through a three-member Board of Trustees (or "Board" collectively, or "Trustee" individually), which shall manage the affairs of the Association. The initial Trustees of the Association shall be selected by Declarant. Each initial Trustee shall serve for an initial term as provided in the Bylaws of the Association and, thereafter, until his successor is duly elected and qualified. After the expiration of the term of the initial Trustees, the Members shall elect a five-member Board of Trustees as provided for in the Bylaws. Any vacancy, from whatever cause other than removal, occurring in the Board of Trustees shall be filled by appointment made by the remaining Trustee or

Trustees. The person appointed by the remaining Trustee or Trustees to fill such vacancy shall serve for the remainder of the initial term and until his successor is duly elected and qualified.

5.3. Members. Each Owner, whether one or more persons or entities, of a Lot shall, upon and by virtue of becoming such Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease, except that such termination shall not release or relieve any such person or entity from any liability or obligation incurred under this Declaration during the period of such person's or entity's ownership, nor impair any rights or remedies which the Association or any other Owner may have with regard to such former Owner. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

5.4. Voting Rights. The Association shall have two classes of voting membership:

5.4.1. Class A. The Class A Members shall be all Owners with the exception of the Declarant. After the Conversion Date, as defined below in subsection 5.4.2, Declarant shall also become a Class A Member to the extent Declarant is an Owner of a Lot or Lots.

5.4.2. Class B. The Class B Member shall be the Declarant. The Class B membership of Declarant shall cease and become converted to Class A membership upon occurrence of the earlier of the following (the "Conversion Date"):

- (a) When Declarant has sold or leased for a term in excess of forty (40) years its interest in seventy-five percent (75%) of the total number of Lots (in UNIT FIVE, or, if additional properties are added to this Declaration prior to such time, the total number of Lots including those in such additional properties) to unrelated third parties. A sale or a lease for such term to an unrelated third party shall include a sale or lease to joint ventures or partnerships that include Declarant as a co-venturer or partner;
- (b) Five (5) years after the first Lot in the Subdivision is conveyed to an unrelated third party; or
- (c) Such earlier date as may be established by Declarant in a Supplemental Declaration to be recorded by Declarant.

5.5. Restricted Voting Rights Prior to Conversion. Until the Conversion Date, the Class A Members shall not be entitled to vote (except as provided for the levying of special Group Assessments under Section 6.4 of the Declaration and amendments to the Declaration under Section 12.2. hereunder). The Class B Member shall be entitled to one (1) vote for each Lot in which it holds the interest required for membership.

5.6. Voting Rights After Conversion. From and after the Conversion Date (and at any time with respect to votes pertaining to special Group Assessments and amendments to the Declaration), each Class A Member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. Where more than one person or entity holds such interest in any Lot or subdivided portion thereof, all such persons collectively shall be a single Member, and the vote for such Member shall be exercised as the several parties shall determine among themselves. The Association shall not be a voting member of the Association by virtue of its ownership of any Lot, or subdivided portion thereof.

5.7. Title to Common Areas and Limited Assessment Rights. The Declarant may retain the legal title to the Common Areas in the Subdivision until such time as it has completed improvements thereon and until such time as, in the sole opinion of Declarant, the Association is able to operate and maintain the same. Until title to such Common Areas has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such Common Areas granted to the Association in this Declaration and all Supplemental Declarations. During such time, the Declarant (or the Board, at Declarant's request) may levy assessments for the purposes provided in Section 6, herein (except Special Member Assessments) and otherwise exercise all rights of the Association in connection therewith, so long as such assessments do not exceed \$1,500.00 per year per Lot, and are levied against Lots owned by Declarant (subject to the provisions of Section 6, herein) and any such assessments levied and collected and not used shall be turned over to the Association when title to the Common Areas is transferred to it. The \$1,500.00 limitation described in the immediately preceding sentence shall not apply to assessments imposed by the Association.

#### 6. ASSESSMENTS AND LIENS.

There is hereby granted to the Board of Trustees of the Association (and to Declarant, prior to conveying the Common Area to the Association, limited as described in Section 5.7 herein) the right to levy assessments, and a lien to secure the payment thereof, as herein provided.

6.1. Purpose of Assessments. The assessments levied hereunder by the Association shall be used exclusively for the purpose of protecting and promoting the comfort, collective mutual enjoyment, health, safety and welfare of the Owners of the Property, including, but not limited to, the following:

6.1.1. Maintenance. The maintenance, repair or replacement of any and all Common Areas, Association Maintained Private Areas and any improvements thereon, along with the cost of any associated management or supervisory services, fees, labor, equipment, and materials. Assessments may also be levied with respect to installation, maintenance, and guard service related to common security systems, and the maintenance of the Future Lake (to the extent it is added to the Subdivision or easement rights to use it are granted to the Association and the Members). The costs of maintaining the Lake and/or Future Lake for which assessments may be levied may be shared among the Association, The Willows Property Owner's Association, and any other association possessing rights for their members to use the Lake and/or Future Lake on such basis as Declarant or its specific assignee of this right, the Board of Trustees of the Association, and the governing body of any other such associations (including the Willows Property Owner's Association) may reasonably determine.

6.1.2. Improvements. The design, purchase and installation of any Common Areas and improvements.

6.1.3. Insurance. The purchase of insurance coverage relating to Common Areas and any improvements thereon, and other property of the Association.

6.1.4. Administration. The carrying out of duties of the Board of Trustees as provided herein and in the Articles of Incorporation of the Association.

6.1.5. Purposes. The carrying out of purposes of the Association as stated herein and in the Articles of Incorporation.

6.1.6. Others. The carrying out of all other matters set forth or contemplated in this Declaration.

6.2. Annual Budget. Each fiscal year while this Declaration is in force, the Board shall adopt an annual budget and set the amount of the Regular Annual Assessment to be levied for the next year, taking into consideration Association operating costs for the then current year, expected normal increases in such costs over the next year, and additional future needs of the Association, including the establishment and maintenance of an Association reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas. The annual budget shall be adopted by the Board not later than fifteen (15) days prior to the commencement of each fiscal year. Notwithstanding the above, in the event the Board fails for any reason to adopt an annual budget covering the succeeding fiscal year, then and until such time as an annual budget shall have been adopted for such succeeding fiscal year, the annual budget in effect for the then current year shall continue and the Regular Annual Assessment shall be deemed the same as for the current year.

6.2.1 Initial Budget. Within thirty (30) days after the filing of the Articles of Incorporation of the Association, the Board of Trustees shall adopt a budget for that portion of the fiscal year of the Association commencing on the date the Articles of Incorporation were filed and terminating on the last day of the then current fiscal year. The manner of determining the assessment for the initial budget shall be the same manner used in determining the Regular Annual Assessments described in subsection 6.3 below, except that a working capital fund equal to at least a two (2) months' Common Area charge for each Lot shall also be planned for inclusion into the initial budget. Each Lot's share of the working capital fund shall be collected at the time the sale of said Lot is closed. The share of the working capital fund collected from the first Lot sold in the Subdivision, together with the shares of the working capital fund collected from all Lots sold in the Subdivision during the period of time expiring sixty (60) days after the closing of the first Lot in the Subdivision, shall be deposited in a segregated fund by the Declarant on behalf of the Association. Upon the expiration of said sixty (60) day period, the Declarant shall transfer and pay over to said segregated account all the shares of the working capital fund for all Lots remaining unsold at that time. For each Lot sold by the Declarant after the expiration of said sixty (60) day period, the Declarant shall be entitled to directly receive at closing as reimbursement each such Lot's share of the working capital fund theretofore paid by the Declarant for such Lot. The Board of Trustees shall determine in the reasonable exercise of its judgment whether and to what extent such a working capital fund shall be incorporated into the Regular Annual Assessments. Payment of initial assessments based upon the initial budget shall be as determined by the Board of Trustees.

6.3. Manner of Determining Regular Annual Assessments. The Regular Annual Assessment for each fiscal year shall be determined by the Board upon its adoption of the annual budget for such fiscal year in the following manner:

6.3.1. Total Regular. The Regular Annual Assessment with respect to any fiscal year shall equal the total amount of the annual budget approved by the Board with respect to such fiscal year.

6.3.2. Unimproved. Each unimproved Lot shall be assigned a Weighted Factor of 1.

6.3.3. Declarant or Builder Owned, Improved, Unoccupied. Each Lot owned by Declarant or any Builder (who holds for resale), improved and with an issued Certificate of Occupancy, but unoccupied, shall be assigned a Weighted Factor of 2.

6.3.4. Improved. Each Lot owned by any Owner other than Declarant, and available for occupancy (whether occupied or not), shall be assigned a Weighted Factor of 3.



6.3.5. Allocation. Each Lot's pro rata share of the Regular Annual Assessment shall be determined by multiplying the Regular Annual Assessment by a fraction, the numerator of which is the assigned Weighted Factor for such Lot, and the denominator of which is the total of all Weighted Factors of all Lots. The Board, in its discretion, may adjust the Weighted Factor assigned based upon reasonable determination of proper allocations based on actual experience of costs related to Lots in the above three categories.

6.3.6. Surplus. Should any surplus exist at the end of any year, the Board of Trustees may, at its own discretion, reduce the amount required for the next Regular Annual Assessment by an amount not more than said surplus, provided, however, that reserve fund requirements are first met.

6.4. Special Group Assessments. In addition to the Regular Annual Assessments provided for herein, the Association by resolution of its Board of Trustees as provided for in the By-laws may levy in and for any year, applicable to that year only, a Special Group Assessment for the purpose of:

- (a) Defraying the cost of any new construction or reconstruction, unexpected repair or replacement of capital improvements for and within Common Areas, including the necessary fixtures and personal property related thereto;
- (b) Defraying the cost of repairs or replacements resulting from an uninsured loss or damage or insured loss or damage when there are insufficient insurance proceeds as provided for in the Declaration; and
- (c) Responding to unusual or emergency needs of the Association.

Such Special Group Assessments shall be allocated and prorated among the Owners at the date each such Special Group Assessment is levied in the same manner as Regular Annual Assessments are allocated and prorated among the Lots as described above.

6.5. Special Member Assessments. In addition to other assessments provided for herein, the Association, by resolution of its Board of Trustees, may levy a special assessment ("Special Member Assessment") on any Member for the purpose of:

- (a) Defraying the cost of any unexpected damage or loss requiring maintenance, repairs, or replacement of improvements associated either with a Common Area or with a Lot not owned by that Member causing such damage or loss which damage or loss has been determined by the Board to have been caused, either directly or indirectly, by the willful or negligent acts of such Member or its agent, occupant or visitor. In reaching a decision to levy such Special Assessment upon any Member, the Board of Trustees shall first determine, in its sole discretion, that reasonable evidence exists to support a determination that said damage or loss was caused, directly or indirectly by a particular Member, or

its agent, occupant or visitor. Prior to making such determination, the Board shall inform such Member of its findings and afford the Member the reasonable opportunity (not less than seven (7) days to: (i) introduce evidence regarding such damage or loss and the cause thereof; or (ii) remedy such loss or damage.

- (b) Reimbursing the Association for any and all direct or indirect costs incurred by the Association with regard to the maintenance, repair or replacement of any improvements on any particular Lot owned by such Member when:
- (i) It has been determined by the Board of Trustees that the maintenance, repair or replacement of improvements associated with such Member's Lot has been neglected to the point where conditions existing on such Lot are not in conformance with the maintenance obligations set forth in this Declaration;
  - (ii) The Member owning such Lot shall have been informed in writing of deficiencies found to exist and shall have been afforded a specific and reasonable period of time (not less than seven (7) days) to respond to said notice and/or remedy such deficiencies, the determination of what constitutes a reasonable period of time for remedial action to be made by the Board of Trustees in its sole discretion;
  - (iii) Those deficiencies determined by the Board and reported in writing to the Member owning such Lot are not fully corrected within the time period established by the Board for such corrective action to be completed; and
  - (iv) Due to the failure of the Member owning such Lot to take corrective action within the period of time established by the Board, it has been necessary or appropriate for the Association to contract for, initiate or complete such corrective action to meet the maintenance requirements of this Declaration. In the event such Member shall start corrective action on a Lot after the Association has either contracted for such work to be done or actually accomplished such work in whole or in part, such Member shall be obligated to the Association for the reimbursement of any costs actually incurred by the Association, including without limitation: release from contract settlements; design, legal or other professional fees; labor, equipment, materials or guarantees required to accomplish corrective work; management or supervisory services; and any other costs directly or indirectly attributable to the work.

6.6. Payment of Regular Annual Assessments. The Regular Annual Assessments provided for herein shall commence on a date fixed by the Board of Trustees and thereafter shall be due and payable in monthly installments, in advance, on the first day of the first month.

6.7. Payment of Special Assessments. Special Group Assessments, Special Member Assessments, shall be due and payable in full thirty (30) days following the date at which any such assessment is set by the Board of Trustees in the resolution adopting such assessment, or in installments as may be determined by the Board.

6.8. Collection and Enforcement. Each Member, by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and specifically the Board of Trustees, the right, power and authority to take all action which the Association and/or the Board of Trustees shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens securing the same.

6.9. Enforcement and Personal Obligation of Owners for Payment of Assessments. The Regular Annual Assessments, Special Group Assessments and Special Member Assessments provided for herein shall be the personal and individual debt of the Owner of a Lot covered by such assessments. No Owner may, for any reason, exempt itself from liability for such assessments levied in accordance with the provisions of this Declaration or the Bylaws. In the event that any assessment or installment thereof is not paid when due, and remains unpaid for a period of thirty (30) days thereafter, then the unpaid amount of any such assessment or installment thereof shall become delinquent and shall, together with interest thereon as herein provided and costs of collection thereof, become a continuing personal obligation and debt of the non-paying Owner secured by a self-executing lien (and may include a vendor's lien retained by Declarant) on the Lot or subdivided portion thereof, including all improvements thereon, to which such assessment or installment thereof pertains. The homestead rights of any Owner claimed in his or her Lot are, by reason of the assessment liens created hereunder prior to establishment of any homestead, subject to the obligations to pay assessments, such preexisting assessment liabilities being an inherent characteristic of the property interest obtained by such homestead claimant to which such rights of homestead are subordinate and deemed waived by acceptance of a deed to any Lot. The Association shall have the right to reject any partial payment of any assessment or installment thereof. The Association's acceptance of any partial payment tendered by an Owner shall neither relieve an Owner from his continued liability for the balance owed nor obligate the Association to accept any other partial payments. The unpaid amount of any assessment shall bear interest from its due date until paid at eighteen percent (18%) per annum or the maximum legal rate of interest then prevailing, whichever is less. In addition, the Board may retain the services of an attorney of its choice for the purposes of

collecting any unpaid assessment and interest charges thereon, and/or to foreclose the lien against the property subject thereto and/or to pursue any other legal or equitable remedy which the Association may have and there shall be added to the amount of unpaid assessment and interest charges thereon, any and all collection costs incurred by the Association, whether judicial or nonjudicial, and including, but not limited to, reasonable attorney's fees and costs of legal suit.

6.10. Effect of Transfer on Unpaid Assessments. Except as provided in subsection 6.12 of this Declaration, the lien for any unpaid assessments shall be unaffected by any sale or transfer of the full or of a partial ownership interest in a Lot. In the event of full or partial sale or transfer of an ownership interest in a Lot, it shall be the sole obligation of the Owner selling or transferring such interest (and not the Association) to disclose to any buyer or transferee by written notice that an unpaid assessment and associated lien against the ownership interest exist prior to that date at which such sale or transfer is to be consummated. A copy of such notice shall be sent to the Association at the same time. Upon written request, the Association shall provide an Owner with a statement reflecting the amount of any unpaid or delinquent assessments with respect to a Lot owned by said Owner. A sale or other transfer of title to such Lot shall not release such former Owner from personal liability notwithstanding an assumption of liability by the purchaser or transferee.

6.11. Lien and Foreclosure. Upon delinquency, all sums assessed in the manner provided in this Declaration or Bylaws, together with all interest costs as herein provided shall be secured by the lien provided for under this Section 6. As further evidence and notice of such assessment lien, the Association may prepare a written notice of such lien setting forth the amount of delinquent indebtedness, the name of the Owner of property covered by such lien, and a description of the property. Such notice shall be signed by a duly authorized Officer of the Association and shall be recorded in the Office of the County Clerk of El Paso County, Texas, or such other place as may be required by law for the recording of liens affecting real property at such time as such notice is recorded. Such lien for payment of assessments shall attach from the date such payment becomes delinquent and may be enforced after recording said notice by any one or more of the following methods: (i) foreclosure of such lien on the Lot, or subdivided portion thereof and any improvements thereon in a manner similar to a foreclosure of a mortgage on real property; (ii) suit against the Owner personally obligated to pay the assessment; and/or (iii) foreclosure of the aforesaid lien judicially. In any foreclosure proceeding whether judicial or nonjudicial, the Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property being foreclosed.

6.12. Lien Subordination. Any lien established as provided for in this Declaration or the Bylaws, shall be subordinate and inferior to any first lien mortgage or deed of trust in favor of any bank, savings and loan association, insurance company, pension fund, or other similar financial institution or other lender approved by the Board; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a foreclosure sale (whether public or private) of any such Lot pursuant to the terms and conditions of any such mortgage or deed of trust. No such foreclosure sale shall relieve a new Owner taking title at such sale from liability for the amount of any assessments thereafter becoming due or from a lien arising from any such subsequent assessment. Notwithstanding anything contained herein to the contrary, a lien for assessments shall be unaffected by a foreclosure of other than a first lien created by a mortgage or deed of trust.

6.13. Common Areas Exempt. All Common Areas shall be exempted from any assessments and any lien created herein.

6.14. Notice of Lien or Suit. Any Owner shall at the request of the Association give notice to the Association of every lien or encumbrance upon his Lot or subdivided portion thereon, other than for taxes and Assessments, and notice of every suit or other proceeding which may affect the title to his Lot or subdivided portion thereon, and such notice shall be given within five (5) days after the Owner has knowledge thereof.

## 7. MAINTENANCE OF THE PROPERTY.

Each party owning any property within the Property shall, unless otherwise herein indicated, be responsible for maintaining its own property.

7.1. Duties of the Association. The Association shall have the responsibility of maintaining the Common Areas and Association Maintained Private Areas, if any, (as designated from time to time and limited as hereinafter provided), to include improvements and landscaping.

7.2. Association Maintained Private Areas. Subject to regulation by the Association, which may be modified as provided in the Bylaws, the Association may provide maintenance to such landscaped areas on Lots belonging to Owners that are visible from Common Areas and that are designated by the Association as Association Maintained Private Areas, if any. In addition, the Association in the future may by regulation require that the Association provide exterior maintenance to those improvements on Lots belonging to Owners that are visible from Common Areas, which such exterior maintenance may include, but shall not be limited to caulking, painting, repairing or replacing roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements as the Association may deem appropriate.

7.3. Restrictions on Owner Modifications to Association Maintained Private Areas and Yards, Fences or Hedges. No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon Association Maintained Private Areas except such as

are installed in accordance with the initial construction of the buildings located thereon or as approved by the Board of Trustees or its designated representative. Except for the right of ingress and egress, the Owners of Lots are hereby prohibited and restricted from using any of said Association Maintained Private Areas except as may be allowed by the Board of Trustees. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of Lots in THE WILLOWS, UNIT FIVE, and is necessary for the protection of said Owners.

7.4. Duties of Owners. Each Owner shall be responsible for the upkeep and maintenance of all portions of all improvements and landscaping upon his Lot not maintained by the Association; provided, however, that the repair, replacement and maintenance required to be performed by the Owner upon those areas which are exposed to public view shall be done in a manner consistent with the decor of the Property and shall be subject to the control and supervision of the Association. No Owner shall remove, replace or relocate any landscaping or equipment which the Association maintains without the prior approval of the Association.

7.5. Default of Owner in Maintenance. In the event of default on the part of the Owner or occupant of any Lot in observing its maintenance requirements, or any of them, such default continuing after ten (10) days' written notice thereof to the Owner of said Lot, the Association (or Declarant, if prior to conveyance of Common Areas to the Association) may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause such maintenance (including landscape care of Private Areas) to be done and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot to pay such all such charges incurred by the Association or Declarant under the preceding sentence immediately upon receipt thereof. The failure to timely pay such charges shall entitle the Association to levy a Special Member Assessment on the Owner of said Lot for said amount. Notwithstanding any provision herein to the contrary, no improvement on any Lot may be altered or demolished by either the Association or the Declarant until after the institution of judicial proceedings to remedy said Owner default.

#### B. INSURANCE.

8.1. Association Insurance. The Association shall obtain and pay the premiums upon, as a common expense, policies of insurance providing the coverage hereinafter specified. All insurers and reinsurers, if applicable, must be licensed, or otherwise authorized by law, to conduct business in the jurisdiction where the property insured is located. All insurers and reinsurers must be rated B/III or better in Best's Insurance Reports or must satisfy any one of the following three criteria: (a) the insurer has a rating of A/II or better; (b) the insurer is reinsured by a company rated B/III or better in which case both the insurer and reinsurer

must execute an Assumption of Liability Agreement or a similar endorsement providing for 100% reinsurance of the insurer's policy and requiring the reinsurer to give the insurer, any mortgage holder and its borrower ninety (90) days written notice before cancellation or termination of the reinsurance; or (c) the insurance is underwritten by Lloyd's of London.

8.1.1. Fire and Extended Coverage. All improvements upon the Common Areas and all personal property owned by the Association shall be insured in an amount sufficient to cover 100% of the current insurable replacement cost thereof, affording protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as may from time to time be customarily insured against with respect to improvements similar in construction, location and use, including those perils covered by the standard "all risks" endorsement, such as vandalism and malicious mischief. Said insurance shall provide for loss or damage settlement on a replacement cost basis. Such coverage shall be issued in the name of the Association as insured with loss payable in favor of the Association. The proceeds of such coverage shall be received by the Association and held in a separate account. Should the Board of Trustees decide in its discretion to purchase fire and extended coverage with deductible amounts to be paid by the Association, the maximum deductible amount which the Association may obtain shall be the lesser of \$10,000.00 or 1% of the policy face amount. All funds to cover deductible amounts shall be included in the Association's reserve fund as described in subsection 6.2 of this Declaration.

8.1.2. Liability. Broad form comprehensive liability coverage in an amount not less than \$1,000,000.00 shall be purchased by the Association. The Owners shall be named as additional insureds. Such coverage shall include, but shall not be limited to, the legal liability of the Association for bodily and personal injuries, property damage, operation of automobiles on behalf of the Association and activities of the Association in connection with the operation or use of the Common Areas, the maintenance of the Properties required to be performed by the Association, and the performance by the Association of its duties and obligations under this Declaration and the Bylaws. If the policy does not include "severability of interests" in its terms, it shall have a specific endorsement to preclude the insurer's denial of an Owner's claim caused by negligent acts of the Association or of other Owners.

8.1.3. Worker's Compensation. If required by law, the Association shall purchase worker's compensation insurance in such form as to meet the requirements of law for injuries to Association employees.

8.1.4. Fidelity Insurance/Bond. The Association shall purchase fidelity insurance or bond covering losses resulting from dishonest or fraudulent acts committed by the Association's employees, trustees, or volunteers who manage funds collected and held for the benefit of the Owners. The coverage provided by such fidelity insurance shall equal the maximum amount

of funds in the Association's custody at any one time and must be at least equal to the sum of three (3) months of assessments of all of the Subdivision plus any reserve funds. The fidelity insurance or bond shall designate the Association as a named insured and shall provide that said insurance cannot be cancelled or substantially modified for any reason without giving the Association ten (10) days prior written notice thereof. Should a professional management firm be employed, said firm must be insured to the same extent that the Association would be required to be insured under this subsection 8.1.4 in managing its own operations. Any professional management firm so employed must submit satisfactory proof of possession of the insurance required by this subsection.

8.1.5. Flood Insurance. If the Property is determined to be in a special flood hazard area, the Association shall maintain a "master" or "blanket" policy of flood insurance covering the Common Areas. The amount of insurance shall be at least equal to the lesser of 100% of the insurable value of the improvements on the Common Areas or the maximum coverage available under the appropriate National Flood Insurance Program. Unless a higher maximum amount is required by state law, the maximum deductible amount for the insurance provided under this subsection 8.1.5 is the lesser of \$5,000.00 or 1% of the policy face amount. Funds to cover this deductible amount are to be included in the Association's reserve account described in subsection 6.2 of this Declaration.

8.1.6. Other Coverage. The Association shall also purchase such other insurance coverage as shall hereafter be required by law or determined by the Board of Trustees to be necessary for the protection of the Owners and the mortgage holders, or to ensure approval of the Subdivision for participation in the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association programs, including without limitation, Agreed Amount and Inflation Guard endorsements, Construction Code endorsements, demolition cost and steam boiler and machinery endorsements. All insurance policies required by this Section 8 shall provide for at least ten (10) days written notice to the Association and to any mortgage holder before the insurer can cancel or substantially modify any policy. All such insurance policies shall also contain, when applicable, a standard mortgage clause and must name as mortgagee the lender and "its successors, assigns or beneficiary". When a mortgage clause is not applicable, a certificate of insurance must be provided to every mortgage holder of the insured property.

8.2. Owner's Insurance. Each Owner, and not the Association, shall have the responsibility of obtaining and keeping in full force and effect, at his sole expense the following insurance coverage.

8.2.1. Fire and Extended Coverage. Standard fire and extended risk insurance on all improvements on his lot and the personal property and furnishings contained in his residential unit or located on the Common Areas. Said fire and extended risk insurance must at least



equal the lesser of 100% of the insurable value of all improvements on the Owner's Lot and his personal property located on Common Areas, or the unpaid balance of any mortgage to which the insured property is subject. The insurance, however, must not be less than the minimum amount required under the terms of coverage to fully compensate for any damage or loss on a replacement cost basis. All dwellings must be fully insured even when vacant. Deductible may not exceed the lower of \$1,000.00 or 1% of the applicable amount of coverage.

8.2.2. Liability. Broad form comprehensive liability coverage for his Lot (which shall be in addition to and not in lieu of the comprehensive liability coverage required to be purchased by the Association).

8.2.3. Flood Insurance. If the Property is determined to be in a special flood hazard area, each Owner shall obtain flood insurance providing coverage in an amount at least equal to the least of the following: (a) the maximum available under the National Flood Insurance Program; (b) the maximum available under the National Flood Insurance Program's Emergency Program if the regular program is not yet in effect in the area where the mortgaged premises are located; or (c) the minimum amount required under the terms of coverage to compensate for any damage or loss on a replacement cost basis, or the unpaid balance of the mortgage if replacement cost compensation is not available for the type of building insured. Deductibles may not exceed the lower of \$1,000.00 or 1% of the amount of coverage.

8.2.4. Other Coverage. Such other insurance coverage as the Owner may elect to purchase in addition to the insurance coverage purchased by the Association; provided, however, that in no event is the insurance coverage purchased by the Association to be brought into contribution with insurance purchased by any Owner.

8.3. Waiver of Subrogation. In the event of loss or damage to the Common Areas or the property of an Owner which shall be covered by insurance, the insurance company paying such claim shall have no right of subrogation against the Association, its agents and employees, nor against the Owners, their tenants, or members of their respective households.

## 9. RESTORATION OF IMPROVEMENTS.

9.1. Restoration by Association. When a casualty damage shall occur to any portion of the Common Areas, it shall be the responsibility of the Association to restore such damaged portion to its same or similar condition existing just prior to the casualty. Such restoration shall be commenced and completed within a reasonable time in a good and workmanlike manner, using the same or similar materials as were originally used in the structures damaged or destroyed. The Association shall not be liable to any Owner for any delay in the completion of any repair, restoration or replacement due to causes beyond the reasonable control of the Association, its contractors or subcontractors. Specifically, the Association shall not be liable for delay occasioned by weather, shortage or unavailability of materials and strikes or work stoppages.

9.1.1. Cost of Repairs. As soon as possible after the occurrence of damage to the Common Areas the Association shall obtain reliable and detailed cost estimates to accomplish the restoration thereof, applying all insurance proceeds available to the Association in payment therefor. Any surplus in insurance proceeds shall be applied in payment of common expenses otherwise assessable upon the Lots. However, if there is no insurance upon the casualty or if the insurance proceeds are not sufficient to pay the cost of restoring the damage to the Common Areas, then the Association shall levy a Special Group Assessment pursuant to subsection 6.4. Provided, however, each Owner shall be responsible for the cost, not otherwise covered by insurance carried by the Association, of any reconstruction, repair or replacement of any portion of the Property as the result of a casualty caused by the negligent or tortious acts or neglect of such Owner, a member of his family, his agents, tenants, invitees, employees or contractors, which expense shall be considered a special expense subject to Special Member Assessment.

9.2. Restoration by Owners. When a casualty damage shall occur to a residential unit, including, without limitation, a party wall, the Owner thereof shall within thirty (30) days thereafter commence and diligently pursue to completion the restoration thereof.

9.3. Eminent Domain. In the event of a taking by eminent domain of part or all of the Common Areas, the award for such taking shall be payable to the Association. The Association shall represent the Owners named in the condemnation proceedings and the Owners appoint the Association as their attorney-in-fact for this purpose. Said award shall be utilized to the extent possible for the repair, restoration, replacement and/or improvement of the remaining Common Areas. Any funds not so utilized shall be applied in payment of common expenses otherwise assessable upon the Lots. In the event of a taking by eminent domain of all or a part of a Lot or Lots, the award made for such taking shall be payable to the Association for distribution to the Owners and the mortgage holders, as their interests may appear.

#### 10. BUILDING AND USE RESTRICTIONS.

10.1. Single Family Residential Use. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Lot shall be used or occupied for any business, commercial, trade, or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not. Each single family residence situated on a Lot shall have an enclosed, attached garage for not less than two (2) nor more than three (3) automobiles. No carport shall be built on any Lot. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles. All Owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them.

10.2. Resubdivision. No Lot or Lots may be resubdivided into a greater number of Lots. Any number of Lots may, however, be resubdivided into a lesser number of Lots so long as none of the resulting Lots is smaller than the smallest of the Lots resubdivided. Nothing herein would be deemed to prohibit a replat as otherwise contemplated in this Declaration.

10.3. Construction Limitations.

10.3.1. Height. No building on any Lot shall exceed twenty-seven (27) feet in height, as measured from the finish grade plat elevation as shown on the approved Grading Plan.

10.3.2. Design, Materials, and Colors. It is the intent of this Declaration to impose design standards on the Property that generally conform to a Southwestern style, with a substantially uniform scheme or schemes for all Lots as to appearance, considering structure design, location, orientation, exterior and roofing materials, colors, sidewalks, walls, screening, and landscaping. The Architectural Control Committee, as hereinafter defined in Section 11 hereof, may, from time to time, reasonably adopt detailed specifications as to such items, as to minimum square footage, and as to other matters, and such standards as adopted, will be made available to any Owner upon request therefor, and will be binding as if set forth herein. Declarant may also, by Supplemental Declaration, set forth detailed specifications and standards. Any purchaser of a Lot is deemed to have consented to such standards, and will be obligated to comply with such standards as may be in effect at the time said Purchaser applied or should have applied for Architectural Control Committee approval pursuant to Section 11 hereof.

10.4. Setbacks. Setbacks shall be as shown in the plat. Yards are subject to restrictions on modification as described in Section 7.3.

10.5. Prohibited Structures, Activities, Etc.

10.5.1. Temporary Structures and Outbuildings. No outbuildings, detached garages (unless originally constructed by Declarant), temporary structures, or other structures other than the main residence and attached garage and pool shall be built on any Lot. With prior notice and written Architectural Control Committee approval, however, limited structures may be permitted in accordance with regulations which may be adopted controlling such structures.

10.5.2. Garbage and Refuse. Adequate closed garbage and refuse receptacles shall be used and shall be appropriately screened from public view. The Owners or occupants of all Lots shall at all times keep all woods and grass thereon cut in a sanitary, healthful and attractive manner; shall not permit the accumulation of garbage, trash or rubbish of any kind thereon; and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted.

10.5.3. Signs. Except for advertising devices displayed by Declarant and standard real estate listing signs, no sign of any kind shall be displayed on any Lot or on the Common Areas.

10.5.4. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on any portion of the Common Areas, except that dogs, cats, or other common household pets (not to exceed three (3) adult animals) may be kept, but they shall not be bred or kept for commercial purposes.

10.5.5. Antennas and Satellite Discs. Without prior written approval and the authorization of the Board of Trustees, no exterior television or radio antennas, or satellite discs of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Property, nor upon any structure situated upon the Property other than an aerial for a master antenna system, provided that such master system or systems be utilized and require any such exterior antenna.

10.5.6. Vehicles and Trailers. No trailers, motor homes, boats or boat trailers, commercial vehicles, machinery or equipment may be parked on any Lot or in the Common Areas, except for temporary periods not to exceed three (3) days.

10.5.7. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot or upon the Common Areas, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. The Board of Trustees of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or annoyance.

10.5.8. Screened Activities. The following activities or items shall be screened from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family.

10.5.9. Security Bars. No exterior security bars visible from the outside shall be allowed on windows and doors on any structure on any Lot. The Architectural Control Committee may, however, in its sole discretion, waive this restriction on a case by case basis if it has first received detailed plans and specifications for any proposed installation, and approves the same in writing prior to installation based upon its determination that the same will be aesthetically pleasing in said committee's discretion, and compatible with the uniform scheme established herein.

10.6. Property Exempt from Restrictions. Notwithstanding any provision herein to the contrary, the Common Areas, shall not be subject to or burdened by the building and use restrictions set forth in this Section 10, except as to the extent same are made specifically applicable to the Common Areas.

## 11. ARCHITECTURAL CONTROL COMMITTEE.

11.1. Approval of Plans and Contractors. No building, structure, fence, wall, party wall, or other improvements shall be commenced, erected, constructed, reconstructed, placed, altered, removed, permitted to remain, or maintained upon any portion of the Property, until the detailed plans and specifications therefor shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the Lot, and as to harmony of external design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building with respect to the Lot lines) by the Architectural Control Committee constituted as provided herein. The submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials to be incorporated into, and location of the proposed improvements or alterations thereto. In the event said Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with; provided, however, that the failure of the Architectural Control Committee to approve or disapprove such plans and specifications within such thirty (30) day period shall not operate to permit any structure to be commenced, erected, placed, constructed, reconstructed or maintained on any Lot in the Subdivision in a manner inconsistent with any provision of this Declaration. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify requirements for each Lot as follows: minimum setbacks; the location, height, and extent of fences, walls, or other screening devices; the orientation of structures with respect to garage access and major entry and frontage, exterior design, exterior materials and colors, roof exposures, common wall construction, landscaping, driveways and mailboxes. The Architectural Control Committee also shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole discretion of the Architectural Control Committee, with a residential subdivision of high quality or with the design or overall character and aesthetics of the Properties. The Architectural Control Committee shall be entitled to charge any Owner a reasonable fee for review of plans. The Architectural Control Committee shall also in its discretion have the right to grant variances of not more than 10% with reference to any setback requirement or minimum residence square footage requirement referred to in this Declaration.

11.2. Committee Membership. The Architectural Control Committee shall be initially composed of Maury Page Kemp, J.R. Thurman, and Marvin D. Bones, who by a majority vote may designate a representative or representatives to act for them [the term "Architectural Control Committee" as used herein shall refer to the individuals named above, their assignee as permitted herein, or the Committee's designated representative(s)]. In the event of death or resignation of any member or members of Architectural Control Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full right, authority and power to carry out the functions of the Architectural Control Committee as provided herein, or to designate a representative with like right, authority and power.

11.3. Transfer of Authority to the Association. Until the Conversion Date, as defined in subsection 5.4 hereof, the appointment of the members of the Architectural Control Committee will be by Declarant, and any or all members of such committee may be removed by the Declarant without cause. After the Conversion Date, the Board shall have the exclusive right and authority at any time to appoint, remove and fill vacancies on the Architectural Control Committee.

## 12. GENERAL PROVISIONS.

12.1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for so long as the Property exists as a Planned Unit Development under the terms and meaning herein stated and defined.

12.2. Amendments. The covenants, conditions and restrictions of this Declaration may be changed or terminated only by an instrument signed by seventy-five percent (75%) of the then Owners of all Lots in the Subdivision and properly recorded in the appropriate records of El Paso County, Texas. If a Lot is owned by more than one person, any one of the Owners may bind the others to an amendment hereof. In addition to any other approvals required to be obtained herein, changes of a material nature must be approved by eligible mortgage holders representing at least fifty-one percent (51%) of the Lots which are subject to mortgages held by eligible mortgage holders. As used herein, the term "eligible mortgage holders" shall mean those holders of a first mortgage on a Lot who have requested that the Association notify them of any proposed action which requires the consent of a specified percentage of eligible mortgage holders. A change to any of the following shall be considered of a material nature:

- (a) voting rights;
- (b) assessments, assessment liens, or subordination of assessment liens;
- (c) reserves for maintenance and repairs;
- (d) reallocation of interests in the Common Areas, or rights to their use;

- (e) boundaries of any Lot other than those boundary changes caused by Reciprocal Exchange Easements as described in Section 2.10 of this Declaration or by replat to define a Lot to include the positive Reciprocal Exchange Easement and exclude the Negative Reciprocal Exchange Easement;
- (f) expansion or contraction of the Subdivision, or the addition, annexation or withdrawal of property to or from the Subdivision;
- (g) insurance or fidelity bonds;
- (h) leasing of Lots or the residential units located thereon;
- (i) imposition of any restrictions on an Owner's right to sell or transfer his or her Lot;
- (j) restoration or repair of any part of the Subdivision (after a casualty damage or partial condemnation) in a manner other than specified in this Declaration or the Bylaws;
- (k) any action to terminate the legal status of the Subdivision after substantial destruction or condemnation occurs;
- (l) any provisions hereof which expressly benefit mortgage holders, insurers or guarantors;
- (m) responsibility for maintenance and repairs; or
- (n) a decision by the Association to establish self-management when professional management had been required previously by a mortgage holder.

The approval of an eligible mortgage holder to any amendment other than a material change shall be implied if such holder fails to respond to any written proposal for an amendment within thirty (30) days of mailing such proposal.

Notwithstanding any provision in this Declaration to the contrary, the legal status of the Subdivision may not be terminated for reasons other than substantial destruction or condemnation of the Subdivision unless eligible mortgage holders representing at least sixty-seven percent (67%) of the votes of the mortgaged Lots agree. Moreover, any amendment or termination is subject to rights granted to the City of El Paso under this Declaration, if any.

12.3. Amendments by Declarant. The Declarant shall have and reserves the right at any time prior to the Conversion Date, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for records for the limited purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested

property or other rights of any Owner or his mortgagee, or for the purpose of meeting requirements of any governmental or quasi-governmental agency with respect to provision of public services or meeting financing requirement for purchasers of Lots, or to effect any replat, if necessary or advisable.

12.4. Leasing Restrictions. No Lot or the improvements thereon shall be leased other than pursuant to a written lease with a minimum initial term of at least six (6) months. The provisions of said lease cannot in any way conflict with this Declaration, the Bylaws or the rules of the Association.

12.5. Unrestricted Owner's Rights to Sell and Mortgage. Nothing in this Declaration shall be construed to permit the Association to restrict an Owner's right to sell, transfer or convey his Lot. Nor may an Owner be required to give the Association a right of first refusal before his Lot can be sold. Nothing in this Declaration shall be construed to restrict an Owner's right to mortgage his Lot. Nor may an Owner's financing options be limited by requiring the use of a specific lending institution or a particular type of lender.

12.6. Rights of Mortgage Holders, Insurers and Guarantors. Any mortgage holder, insurer or guarantor of a mortgage may obtain written notice of any of the items or events described below upon written request therefor to the Association setting forth the name and address of the mortgage holder, insurer or guarantor, as the case may be, as well as the lot number or address of the Lot which is subject to said mortgage, insurance or guarantee. Upon submission of such request, the mortgage holder, insurer or guarantor will be entitled to receive notice of the following: (a) any condemnation or casualty loss that affects either a material portion of the Subdivision or the Lot mortgaged, insured or subject to guarantee; (b) any 60-day delinquency in the payment of assessments or charges owed by the Owner of the Lot mortgaged, insured or subject to guarantee; (c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and (d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders. A first mortgage holder, upon request, is entitled to written notification from the Association of any default in the performance by an Owner of any obligation set forth in this Declaration not cured within sixty (60) days from the date of said default. First mortgage holders may jointly or singly: (i) pay taxes or other charges that are in default and that may or have become charges against any Common Area; and (ii) pay overdue premiums on fire and extended coverage insurance policies or secure new fire and extended coverage insurance for the Common Areas in case of lapse of any such policy. Any first mortgage



holder making any payment described in the immediately preceding sentence shall be entitled to immediate reimbursement from the Association. Nothing in this Declaration shall be construed to give any Owner or the Association priority over the rights of first mortgage holders to insurance proceeds or condemnation awards for losses to or the taking of a Common Area.

12.7. Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provisions appearing in this Declaration shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

12.8. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

12.9. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

12.10. Severability. Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

12.11. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the association at the time of such mailing.

12.12. Enforcement. The Association, as a common expense to be paid out of Regular Annual Assessments, or any Owner at his own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments, and all other provisions set out in this Declaration. Failure of the Association or of any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default. The prevailing party in any enforcement action shall be entitled to recover his costs, including reasonable attorney's fees.

12.13. Rights Cumulative. All rights, remedies and privileges granted to the Association or any Owner pursuant to the provisions of this Declaration, the Articles of Incorporation of the Association, the Bylaws or all rules and regulations promulgated pursuant to this Declaration, shall be deemed to be cumulative and the exercise of any one or more of such rights, remedies and privileges shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges, as may be available to such party at law or in equity.

12.14. Acceptance of Governing Rules. The Association, all present or future Owners, tenants or future tenants, or any other persons using the facilities of the Property are subject to and shall comply with this Declaration, the Articles of Incorporation of the Association, the Bylaws and all rules and regulations promulgated pursuant to this Declaration, and the acquisition, occupancy or rental of a Lot shall signify that all such documents are accepted and ratified. In the event of a conflict in any of the provisions of any such documents, the documents shall govern or control in the following order or preference: (i) this Declaration; (ii) the Articles; (iii) the Bylaws; and (iv) the Rules and Regulations.

12.15. No Partnership. Security Southwest Marketing Corporation has signed this as Declarant, and J.R. Thurman & Co., owning certain lots at the time of filing of this Declaration, has joined herein merely to subject its lots to this Declaration. Nothing herein shall be deemed to create a partnership between them.

12.16. FUD Designation. The Subdivision is located within an area designated by the United States Department of Housing and Urban Development as a flood plain area.

12.17. Rights of Declarant to Replat and Transfer of Fee to Reciprocal Exchange Easements. In Section 1.4.3. hereof, Declarant retained the right to change the boundaries and designation of Lots, and in Section 2.13. hereof the right to file supplemental Declarations for certain purposes. Reciprocal Exchange Easements, as defined in Section 2.10. hereof, and which, as referred to in Section 2.6. hereof, affect the definition of "Lot" for purposes of the Declaration, may be subsequently created by Deed or grant. Whereas the rights of the Owner of any Lot in the applicable Positive Exchange Easement received by such Owner are substantially identical to a fee, it is contemplated that Declarant may, in its discretion, replat the Subdivision so as to describe each lot therein on identically to each Lot as hereinabove defined (to include Positive Reciprocal Exchange Easements and exclude Negative Reciprocal Exchange Easements). Further, in that regard, it is contemplated that Declarant may, in its discretion, cause the transfer of full fee title in Positive Exchange Easements to the Owner of each Lot to which it pertains.

To accomplish this, the following rights are reserved in, and granted to, Declarant, and by acceptance of a Deed to any Lot each Owner, for itself, its heirs, executors, successors and assigns shall be deemed to have consented to and authorized the following:

12.17.1. Replat. Declarant may, at any time within five years (5 years) from the date hereof, file a replat of the Subdivision Plat for the purposes of redefining the boundaries of each lot shown on said Subdivision Plat to correspond to the existing designated lot thereon plus applicable Positive Reciprocal Exchange Easements on the adjacent lot, less Negative Reciprocal Exchange Easements, for those lots where the same were created by Deed or grant, without the necessity of having each then current Lot Owner join in the application for such replat.

12.17.2. Transfer of Fee to Reciprocal Exchange Easements. Should Declarant replat for the above-referenced purpose, Declarant may take appropriate actions to cause the transfer to each Owner of any Lot with a Positive Reciprocal Exchange Easement on adjacent Lots the fee simple title thereto in exchange for conveyance by said Owner of the portions of his Lot subject to Negative Reciprocal Exchange Easements to the adjacent Lot Owners in fee (all subject to retained construction and maintenance easements described in Section 4.4. herein), and to the extent the exchange is not automatically accomplished by conveyance by fee on a condition subsequent, cross-deeds placed in escrow, or some other technique, each Owner of any Lot with Reciprocal Exchange Easements shall be required to execute such exchange deeds, and Declarant or the Board of Trustees of the Association may take appropriate action to enforce such obligation, including but not limited to, seeking mandatory injunction relief.

IN WITNESS WHEREOF, SECURITY SOUTHWEST MARKETING CORPORATION as, Declarant herein, J.R. THURMAN & CO. as owner of certain Lots as of the date hereof, and the Lienholder, have executed this Declaration to be effective as of the 29<sup>th</sup> day of June, 1987.

SECURITY SOUTHWEST MARKETING  
CORPORATION

By: Marvin B. Bones

MARVIN B. BONES,  
Vice-President

DECLARANT

Attest:

not required  
Assistant Secretary

J.R. THURMAN & CO.

By: [Signature]  
J.R. THURMAN, President

LOT OWNER

AGREED TO:

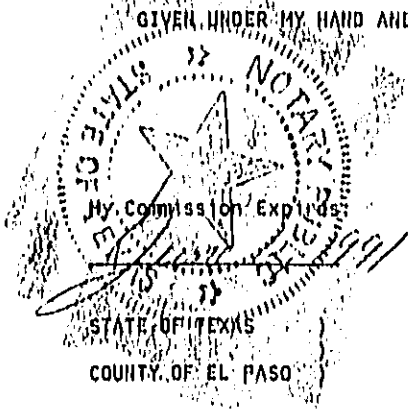
FIRST SERVICE CORPORATION

By: [Signature]  
ROBERT C. WOLFE, President  
LIENHOLDER

STATE OF TEXAS )  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared MARVIN D. BONES, Vice-President of Security Southwest Marketing Corporation, known to me 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of June, 1987.



[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
Printed or Typed Name of Notary:  
OFELIA C. REYES

BEFORE ME, the undersigned authority, on this day personally appeared J.R. THURMAN, President of J.R. Thurman & Co., known to me 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29<sup>th</sup> day of June, 1987.

My Commission Expires:  
5-30-88

[Signature]  
OFFICIAL SEAL  
PATRICIA B. MERRITT  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
and for the State of Texas  
My commission expires 5-30-89  
Printed or Typed Name of Notary:  
Patricia B. Merrill

EXHIBIT 1.1

Description of the Property by metes and bounds attached hereto.

Common Areas, as presently designated, consist of the:

LAKE: Described in Exhibit 2.5 and also described on the Subdivision Plat as:

Block 12, Lot 12, UNIT FIVE  
Block 16, Lot 33, UNIT FIVE

STREETS (PRIVATE):

Block 17, UNIT FIVE

OPEN AREAS: Block 12, Lot 1, UNIT FIVE  
Block 16, Lot 32, UNIT FIVE

Pursuant to the provisions of the Declaration, other Lots may be acquired by the Association and become Common Areas.

EXHIBIT 1.1

Property Description: All of The Willows Unit Five, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is all of The Willows Unit Five, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at boundary monument No. 85 lying on the Texas-New Mexico boundary line; Thence, North  $01^{\circ} 15' 08''$  West, a distance of 405.30 feet to a point lying on the common boundary line between Lot 33, Block 16, The Willows Unit Five and Tract 3C, Block 3, Upper Valley Surveys, said point being the TRUE POINT OF BEGINNING of this description;

THENCE, along said boundary line the following courses:

North  $58^{\circ} 25' 21''$  West, a distance of 103.91 feet;

North  $36^{\circ} 41' 44''$  West, a distance of 105.26 feet;

North  $73^{\circ} 32' 26''$  West, a distance of 194.61 feet;

South  $62^{\circ} 37' 14''$  West, a distance of 135.52 feet;

North  $56^{\circ} 56' 15''$  West, a distance of 172.26 feet to a point for a curve lying on the easterly right-of-way line of Willow West Drive;

THENCE, 31.42 feet along said right-of-way line and along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of  $90^{\circ} 00' 00''$  and a chord which bears North  $11^{\circ} 56' 15''$  West, a distance of 28.28 feet;

THENCE, North  $33^{\circ} 03' 45''$  East, continuing along said right-of-way line, a distance of 39.75 feet to a point lying on the common boundary line between Block 10, The Willows Unit One and Lot 33, Block 16, The Willows Unit Five;

THENCE, along said boundary line the following courses:

South  $84^{\circ} 06' 28''$  East, a distance of 138.19 feet;

North  $52^{\circ} 31' 25''$  East, a distance of 99.22 feet;

North  $14^{\circ} 12' 08''$  East, a distance of 109.75 feet;

North  $28^{\circ} 12' 42''$  East, a distance of 103.54 feet;

North  $32^{\circ} 48' 17''$  East, a distance of 109.69 feet;

North  $02^{\circ} 09' 43''$  West, a distance of 212.82 feet;

North  $88^{\circ} 31' 14''$  East, a distance of 59.61 feet;

South  $79^{\circ} 00' 31''$  East, a distance of 94.45 feet;

North  $88^{\circ} 46' 00''$  East, a distance of 92.31 feet;

North  $70^{\circ} 45' 47''$  East, a distance of 97.06 feet;

North  $82^{\circ} 27' 14''$  East, a distance of 93.90 feet;

South  $86^{\circ} 54' 38''$  East, a distance of 191.28 feet;

North  $72^{\circ} 51' 23''$  East, a distance of 96.54 feet;

North  $76^{\circ} 44' 32''$  East, a distance of 92.85 feet;

South  $89^{\circ} 21' 48''$  East, a distance of 186.30 feet;

North  $62^{\circ} 50' 18''$  East, a distance of 90.03 feet;

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North 18° 05' 18" East, a distance of 129.70 feet to a point for a curve lying on the southerly right-of-way line of Wild Willow Drive;

THENCE, 36.44 feet along said right-of-way line and along the arc of a curve to the right, having a radius of 1630.94 feet, a central angle of 01° 16' 49" and a chord which bears North 86° 10' 12" East, a distance of 36.44 feet to a point for a curve lying on the westerly right-of-way line of Lazy Willow Drive;

THENCE, 32.10 feet along said right-of-way line and along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of 91° 57' 24" and a chord which bears South 47° 12' 42" East, a distance of 28.76 feet;

THENCE, South 01° 14' 00" East, continuing along said right-of-way line, a distance of 104.06 feet;

THENCE, North 88° 46' 00" East, a distance of 70.00 feet to a point lying on the easterly right-of-way line of Lazy Willow Drive;

THENCE, North 01° 14' 00" West, along said right-of-way line, a distance of 105.00 feet to a point for a curve;

THENCE, 31.42 feet, continuing along said right-of-way line and along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of 90° 00' 00" and a chord which bears North 43° 46' 00" East, a distance of 28.28 feet to a point lying on the southerly right-of-way line of Wild Willow Drive;

THENCE, North 88° 46' 00" East, along said right-of-way line, a distance of 40.00 feet to a point lying on the common boundary line between Block 11, The Willows Unit One and Lot 12, Block 12 The Willows Unit Five;

THENCE, along said boundary line the following courses:

South 18° 34' 44" East, a distance of 130.00 feet;

South 74° 52' 29" East, a distance of 163.01 feet;

North 82° 04' 12" East, a distance of 85.76 feet;

North 75° 33' 06" East, a distance of 87.49 feet;

South 89° 46' 48" East, a distance of 64.96 feet;

South 57° 33' 06" East, a distance of 46.80 feet;

North 63° 49' 20" East, a distance of 140.00 feet to a point for a curve lying on the westerly right-of-way line of Wild Willow Drive;

THENCE, 30.01 feet along said right-of-way line and along the arc of a curve to the right, having a radius of 288.55 feet, a central angle of 05° 57' 34" and a chord which bears South 36° 50' 47" East, a distance of 30.00 feet;

THENCE, South 33° 52' 00" East, continuing along said right-of-way line, a distance of 78.39 feet to a point lying on the common boundary line of The Willows Unit Five and Tract 3C, Block 3, Upper Valley Surveys;

THENCE, along said boundary line the following courses:

South 54° 18' 55" West, a distance of 182.54 feet;

South 14° 57' 16" West, a distance of 84.10 feet;

South 08° 57' 29" West a distance of 56.65 feet;

South 19° 41' 38" East, a distance of 83.10 feet;

South 42° 10' 40" East, a distance of 119.52 feet;

South 56° 04' 06" West, a distance of 141.63 feet;

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South  $34^{\circ} 58' 11''$  East, a distance of 39.63 feet;  
 South  $20^{\circ} 01' 49''$  West, a distance of 134.29 feet;  
 South  $44^{\circ} 17' 44''$  West, a distance of 61.07 feet;  
 North  $89^{\circ} 58' 11''$  West, a distance of 134.29 feet;  
 South  $34^{\circ} 58' 11''$  East, a distance of 25.74 feet;  
 South  $30^{\circ} 18' 16''$  West, a distance of 162.22 feet to  
 a point for a curve;  
 7.97 feet along the arc of a curve to the right,  
 having a radius of 160.00 feet, a central angle of  
 $02^{\circ} 51' 19''$  and a chord which bears South  $02^{\circ} 02' 36''$   
 West, a distance of 7.97 feet to a point for a  
 curve;  
 108.15 feet along the arc of a curve to the left,  
 having a radius of 220.00 feet, a central angle of  
 $28^{\circ} 10' 00''$  and a chord which bears South  $10^{\circ} 36' 44''$   
 East, a distance of 107.07 feet;  
 South  $65^{\circ} 18' 16''$  West, a distance of 70.00 feet to  
 a point for a curve;  
 108.15 feet along the arc of a curve to the left,  
 having a radius of 220.00 feet, a central angle of  
 $28^{\circ} 10' 00''$  and a chord which bears North  $38^{\circ} 46' 44''$   
 West, a distance of 107.07 feet to a point for a  
 curve;  
 24.65 feet along the arc of a curve to the right,  
 having a radius of 160.00 feet, a central angle of  
 $08^{\circ} 49' 44''$  and a chord which bears North  $48^{\circ} 26' 52''$   
 West, a distance of 24.63 feet;  
 North  $79^{\circ} 41' 44''$  West, a distance of 149.73 feet;  
 North  $13^{\circ} 55' 56''$  West, a distance of 112.93 feet;  
 North  $08^{\circ} 10' 34''$  West, a distance of 91.53 feet;  
 South  $68^{\circ} 07' 17''$  West, a distance of 124.12 feet to  
 a point for a curve;  
 67.38 feet along the arc of a curve to the right,  
 having a radius of 736.87 feet, a central angle of  
 $05^{\circ} 14' 22''$  and a chord which bears North  $03^{\circ} 13' 36''$   
 West, a distance of 67.36 feet;  
 South  $89^{\circ} 23' 35''$  West, a distance of 70.00 feet to  
 a point for a curve;  
 90.50 feet along the arc of a curve to the right,  
 having a radius of 806.87 feet, a central angle of  
 $06^{\circ} 25' 36''$  and a chord which bears North  $02^{\circ} 36' 23''$   
 East, a distance of 90.46 feet;  
 North  $84^{\circ} 10' 49''$  West, a distance of 110.00 feet;  
 North  $05^{\circ} 14' 07''$  West, a distance of 31.00 feet;  
 South  $80^{\circ} 02' 19''$  West, a distance of 128.74 feet;  
 South  $57^{\circ} 53' 17''$  West, a distance of 245.00 feet;  
 South  $66^{\circ} 37' 49''$  West, a distance of 81.31 feet;  
 South  $80^{\circ} 26' 46''$  West, a distance of 137.06 feet;



South 31° 04' 53" West, a distance of 192.87 feet to  
the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 32.384 acres (1,410,648 sq. ft.) of land more or  
less.

SUB-LAND, INC.  
Consulting Engineers -- Land Surveyors



Robert R. Seipel  
Registered Public Surveyor  
Texas License No. 4178

June 16, 1987  
Job Number 05-87-6478  
5210A

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EXHIBIT 1.4.1

Additional properties which may be added  
to this Declaration:

Description of Parcels 1 and 2, by metes and bounds,  
attached hereto.

EXHIBIT 1.4.1-PARCEL 1

by Description: All of Lot 1, Block 12, The Willows Unit One and a portion of Tracts 3C and 3E, Block 3, Upper Valley Surveys, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

parcel of land herein described is all of Lot 1, Block 12, The Willows Unit One and a portion of Tracts 3C and 3E, Block 3, Upper Valley Surveys, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

beginning at boundary monument No. 86 lying on the Texas-New Mexico boundary said point being the TRUE POINT OF BEGINNING of this description;

North 58° 17' 40" West, along said boundary line, a distance of 876.74 feet;

North 56° 56' 15" West, continuing along said boundary line, a distance of 876.74 feet to a point lying on the southerly boundary line of The Willows Unit One;

along said boundary line the following courses:

North 33° 03' 45" East, a distance of 105.00 feet to a point for a curve;

31.42 feet along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of 90° 00' 00" and a chord which bears North 78° 03' 45" East, a distance of 28.28 feet;

North 33° 03' 45" East, a distance of 70.00 feet to a point lying on the southerly boundary line of The Willows Unit Five;

along said boundary line the following courses:

South 56° 56' 15" East, a distance of 172.26 feet;

North 62° 37' 14" East, a distance of 135.52 feet;

South 73° 32' 26" East, a distance of 194.61 feet;

South 36° 41' 44" East, a distance of 105.26 feet;

South 58° 25' 21" East, a distance of 103.91 feet;

North 31° 04' 53" East, a distance of 192.87 feet;

North 80° 26' 46" East, a distance of 137.06 feet;

North 66° 37' 49" East, a distance of 81.31 feet;

North 57° 53' 17" East, a distance of 245.00 feet;

North 80° 02' 19" East, a distance of 128.74 feet;

South 05° 14' 07" East, a distance of 31.00 feet;

South 84° 10' 49" East, a distance of 110.00 feet to a point for a curve;

90.50 feet along the arc of a curve to the left, having a radius of 806.87 feet, a central angle of 06° 25' 36" and a chord which bears South 02° 36' 23" West, a distance of 90.46 feet;

North 89° 23' 35" East, a distance of 70.00 feet to a point for a curve;

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THENCE, 171.46 feet along the arc of a curve to the left, having a radius of 737.66 feet, a central angle of  $13^{\circ} 19' 03''$  and a chord which bears South  $59^{\circ} 23' 05''$  West, a distance of 171.07 feet to a point for a curve;

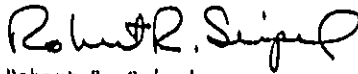
THENCE, 233.51 feet along the arc of a curve to the right, having a radius of 383.91 feet, a central angle of  $34^{\circ} 50' 55''$  and a chord which bears South  $70^{\circ} 09' 01''$  West, a distance of 229.92 feet;

THENCE, South  $87^{\circ} 34' 28''$  West, a distance of 29.59 feet to a point lying on the Texas-New Mexico boundary line;

THENCE, North  $25^{\circ} 20' 17''$  West, along said boundary line, a distance of 647.09 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 53,400 acres (2,326,089 sq. ft.) of land more or less.

SUB-LAND, INC.  
Consulting Engineers -- Land Surveyors



Robert R. Saipal  
Registered Public Surveyor  
Texas License No. 4178

June 16, 1987  
Job Number 05-87-6478  
5212A

1816 1632



EXHIBIT 1.4.1-PARCEL 2

Property Description: A portion of Tracts 3C and 3E, Block 3, Upper Valley Surveys, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a portion of Tracts 3C and 3E, Block 3, Upper Valley Surveys, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at boundary monument No. 86 lying on the Texas-New Mexico boundary line; Thence, North  $50^{\circ} 09' 05''$  East, a distance of 1697.51 feet to a point lying on the easterly boundary line of The Willows Unit Five, said point being the TRUE POINT OF BEGINNING of this description;

THENCE, along said boundary line the following courses:

North  $42^{\circ} 10' 40''$  West, a distance of 119.52 feet;

North  $19^{\circ} 41' 38''$  West, a distance of 83.10 feet;

North  $08^{\circ} 57' 29''$  East, a distance of 56.65 feet;

North  $14^{\circ} 57' 16''$  East, a distance of 84.10 feet;

North  $54^{\circ} 18' 55''$  East, a distance of 182.54 feet to a point lying on the westerly right-of-way line of Wild Willow Drive;

THENCE, along said right-of-way line the following courses:

South  $33^{\circ} 52' 00''$  East, a distance of 136.61 feet to a point for a curve;

31.42 feet along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of  $90^{\circ} 00' 00''$  and a chord which bears South  $11^{\circ} 08' 00''$  West, a distance of 28.28 feet;

South  $33^{\circ} 52' 00''$  East, a distance of 70.00 feet to a point for a curve;

31.42 feet along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of  $90^{\circ} 00' 00''$  and a chord which bears South  $78^{\circ} 52' 00''$  East, a distance of 28.28 feet;

THENCE, South  $33^{\circ} 52' 00''$  East, a distance of 1159.48 feet to a point for a curve;

THENCE, 53.45 feet along the arc of a curve to the right, having a radius of 2572.70 feet, a central angle of  $01^{\circ} 11' 25''$  and a chord which bears South  $61^{\circ} 00' 21''$  West, a distance of 53.45 feet;

THENCE, South  $61^{\circ} 36' 03''$  West, a distance of 309.77 feet;

THENCE, North  $26^{\circ} 32' 30''$  West, a distance of 846.85 feet;

THENCE, North  $42^{\circ} 10' 40''$  West, a distance of 233.00 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 9.356 acres (407,549 sq. ft.) of land more or less.

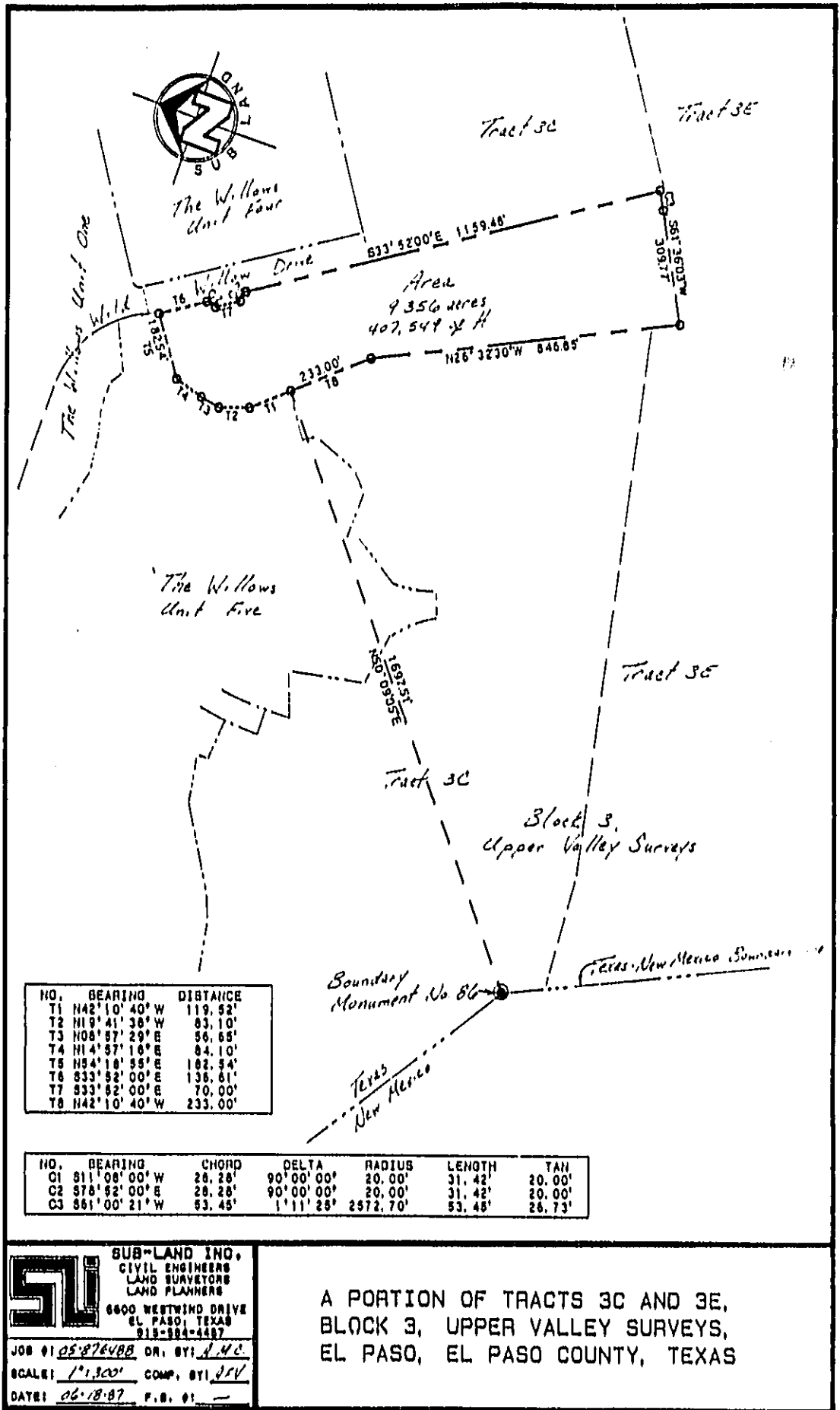
SUB-LAND, INC.  
Consulting Engineers--Land Surveyors

*Robert R. Seipel*

Robert R. Seipel  
Registered Public Surveyor  
Texas License No. 4178

June 18, 1987  
Job Number 05-87-6488  
5220A

1816 1634



NO.	BEARING	DISTANCE
T1	N42°10'40"W	119.52'
T2	N19°41'38"W	83.10'
T3	N08°57'29"E	56.68'
T4	N14°57'16"E	84.10'
T5	N54°16'55"E	182.54'
T6	S33°52'00"E	136.61'
T7	S33°52'00"E	70.00'
T8	N42°10'40"W	233.00'

NO.	BEARING	CHORD	DELTA	RADIUS	LENGTH	TAN
C1	S11°08'00"W	28.28'	90°00'00"	20.00'	31.42'	20.00'
C2	S78°52'00"E	28.28'	90°00'00"	20.00'	31.42'	20.00'
C3	S61°00'21"W	53.45'	1°11'28"	2972.70'	53.45'	28.73'

**SUB-LAND INC.**  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 LAND PLANNERS  
 6600 WESTWIND DRIVE  
 EL PASO, TEXAS  
 915-834-4487

JOB #1 05-878488 DR. BY: A.M.C.  
 SCALE: 1"=300' COMP. BY: J.V.  
 DATE: 06-18-87 P.O. #1: —

A PORTION OF TRACTS 3C AND 3E,  
 BLOCK 3, UPPER VALLEY SURVEYS,  
 EL PASO, EL PASO COUNTY, TEXAS

1816 1635

EXHIBIT 2.5

Description of Lake, in Parcels 1 and 2, attached hereto.

1816 1636



EXHIBIT 2.5-PARCEL 1

Property Description: A portion of Tract 3C, Block 3, Upper Valley Surveys, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a portion of Tract 3C, Block 3, Upper Valley Surveys, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at an existing city monument lying at the centerline intersection of Wild Willow Drive and Lazy Willow Drive; Thence, North 88° 46' 00" East, along the centerline of Wild Willow Drive, a distance of 55.00 feet; Thence, South 01° 14' 00" East, a distance of 35.00 feet to a point lying on the southerly right-of-way line of Wild Willow Drive, said point being the TRUE POINT OF BEGINNING of this description;

THENCE, North 88° 46' 00" East, along said right-of-way line, a distance of 40.00 feet to a point lying on the southerly boundary line of Block 11, The Willows Unit One;

THENCE, along said boundary line the following courses:

South 18° 34' 44" East, a distance of 130.00 feet;

South 74° 52' 29" East, a distance of 163.01 feet;

North 82° 04' 12" East, a distance of 85.76 feet;

North 75° 33' 06" East, a distance of 87.49 feet;

South 89° 46' 48" East, a distance of 64.96 feet;

South 57° 33' 06" East, a distance of 46.80 feet;

North 63° 49' 20" East, a distance of 140.00 feet to a point for a curve lying on the westerly right-of-way of Wild Willow Drive;

THENCE, 30.01 feet along said right-of-way line and along the arc of a curve to the right, having a radius of 288.55 feet, a central angle of 05° 57' 34" and a chord which bears South 36° 50' 47" East, a distance of 30.00 feet;

THENCE, South 33° 52' 00" East, continuing along said right-of-way line, a distance of 78.39 feet;

THENCE, South 54° 18' 55" West, a distance of 182.54 feet;

THENCE, South 14° 57' 16" West, a distance of 84.10 feet;

THENCE, South 08° 57' 29" West, a distance of 56.65 feet;

THENCE, South 19° 41' 38" East, a distance of 83.10 feet;

THENCE, South 42° 10' 40" East, a distance of 119.52 feet;

THENCE, South 56° 04' 06" West, a distance of 141.63 feet;

THENCE, North 33° 59' 13" West, a distance of 191.43 feet;

THENCE, North 36° 04' 19" West, a distance of 170.62 feet;

THENCE, North 59° 32' 56" West, a distance of 101.78 feet;

THENCE, North 85° 46' 36" West, a distance of 91.71 feet;

THENCE, South 50° 16' 38" West, a distance of 131.82 feet to a point for a curve;

1816 1637

THENCE, 53.78 feet along the arc of curve to the left, having a radius of 367.97 feet, a central angle of  $08^{\circ} 22' 25''$  and a chord which bears North  $73^{\circ} 50' 22''$  West, a distance of 53.73 feet;

THENCE, North  $69^{\circ} 39' 09''$  West, a distance of 28.00 feet to a point for a curve;

THENCE, 31.42 feet along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of  $90^{\circ} 00' 00''$  and a chord which bears North  $24^{\circ} 39' 09''$  West, a distance of 28.28 feet;

THENCE, North  $20^{\circ} 20' 51''$  East, a distance of 52.97 feet to a point for a curve;

THENCE, 1.25 feet along the arc of a curve to the left, having a radius of 480.16 feet, a central angle of  $00^{\circ} 08' 59''$  and a chord which bears North  $20^{\circ} 16' 22''$  East, a distance of 1.25 feet to a point for a curve;

THENCE, 24.59 feet along the arc of a curve to the right, having a radius of 30.00 feet, a central angle of  $46^{\circ} 57' 33''$  and a chord which bears North  $43^{\circ} 40' 39''$  East, a distance of 23.91 feet to a point for a curve;

THENCE, 148.73 feet along the arc of a curve to the left, having a radius of 75.00 feet, a central angle of  $113^{\circ} 37' 24''$  and a chord which bears North  $10^{\circ} 20' 43''$  East, a distance of 125.53 feet to a point for a curve;

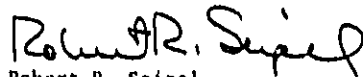
THENCE, 23.68 feet along the arc of a curve to the right, having a radius of 30.00 feet, a central angle of  $45^{\circ} 13' 59''$  and a chord which bears North  $23^{\circ} 51' 00''$  West, a distance of 23.07 feet to a point lying on the easterly right-of-way line of Lazy Willow Drive;

THENCE, North  $01^{\circ} 14' 00''$  West, along said right-of-way line, a distance of 119.24 feet to a point for a curve;

THENCE, 31.42 feet along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of  $90^{\circ} 00' 00''$  and a chord which bears North  $43^{\circ} 46' 00''$  East, a distance of 28.28 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 4.51386 acres (196,623.59 sq. ft.) of land more or less.

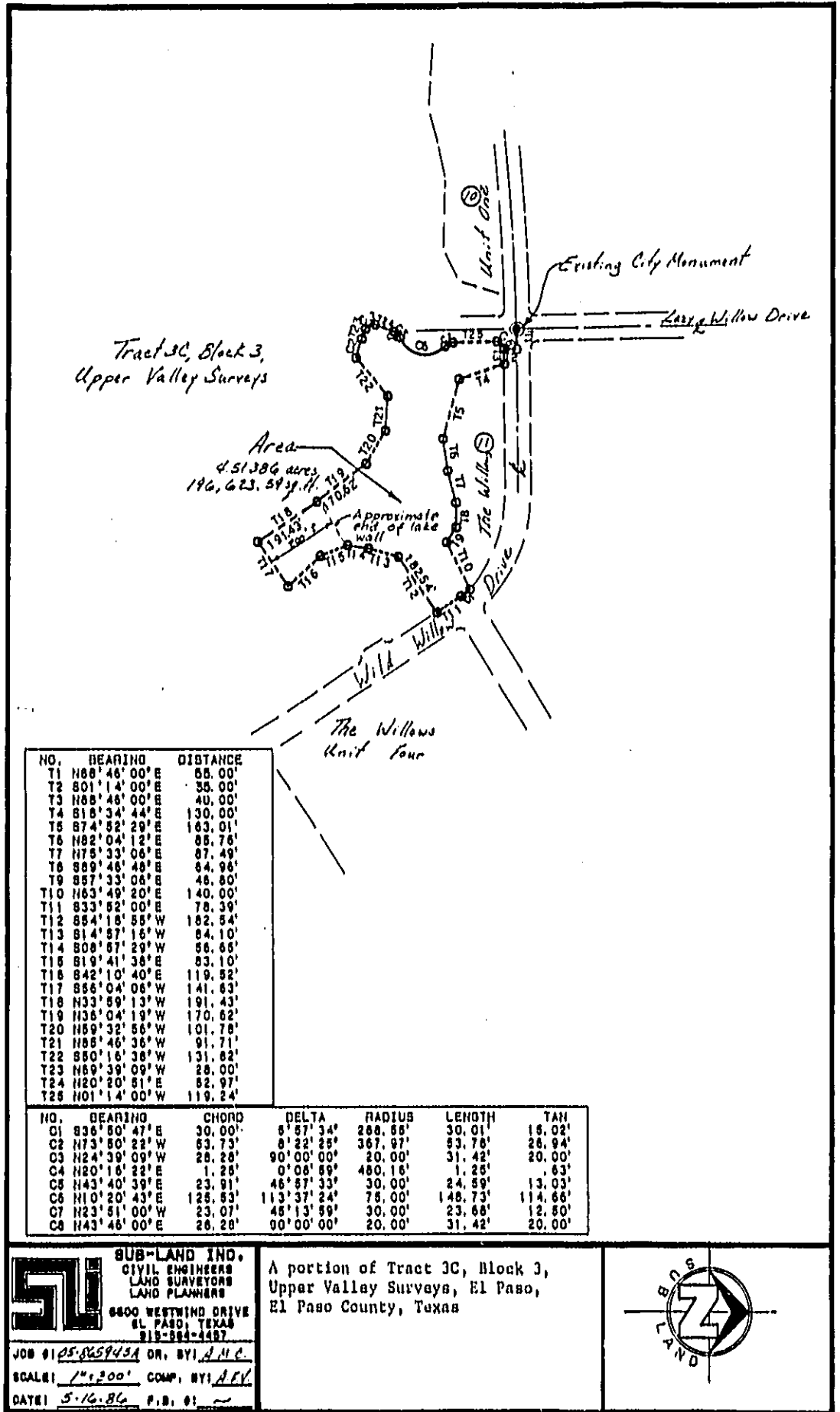
SUB-LAND, INC.  
Consulting Engineers -- Land Surveyors



Robert R. Snipel  
Registered Public Surveyor  
Texas License No. 4178

May 16, 1986  
Job Number 05-86-5945A  
4487A

1816 1638



Tract 3C, Block 3,  
Upper Valley Surveys

Area  
4.51386 acres  
190,623.59 sq. ft.

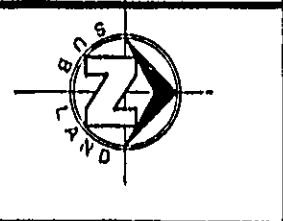
The Willows  
Unit Four

NO.	BEARING	DISTANCE
T1	N68°46'00"E	55.00'
T2	S01°14'00"E	35.00'
T3	N88°46'00"E	40.00'
T4	S18°34'44"E	130.00'
T5	S74°52'29"E	163.01'
T6	N82°04'12"E	85.76'
T7	N75°33'06"E	87.49'
T8	S89°46'48"E	64.96'
T9	S57°33'06"E	46.80'
T10	N63°49'20"E	140.00'
T11	S33°52'00"E	78.39'
T12	S54°18'55"W	182.54'
T13	S14°57'16"W	64.10'
T14	S08°57'29"W	56.66'
T15	S19°41'38"E	83.10'
T16	S42°10'40"E	119.52'
T17	S56°04'06"W	141.63'
T18	N33°59'13"W	191.43'
T19	N36°04'19"W	170.62'
T20	N59°32'56"W	101.78'
T21	N88°46'36"W	91.71'
T22	S80°16'38"W	131.62'
T23	N60°39'09"W	28.00'
T24	N20°20'51"E	62.97'
T25	N01°14'00"W	119.24'

NO.	BEARING	CHORD	DELTA	RADIUS	LENGTH	TAN
C1	S36°50'47"E	30.00'	8°57'34"	288.85'	30.01'	15.02'
C2	N73°50'22"W	63.73'	8°22'25"	367.97'	63.78'	26.94'
C3	N24°30'09"W	28.28'	90°00'00"	20.00'	31.42'	20.00'
C4	N20°16'22"E	1.26'	0°06'59"	480.16'	1.25'	.63'
C5	N43°40'39"E	23.91'	46°57'33"	30.00'	24.59'	13.03'
C6	N10°20'43"E	125.53'	113°37'24"	75.00'	148.73'	114.66'
C7	N23°51'00"W	23.07'	45°13'59"	30.00'	23.66'	12.80'
C8	N43°46'00"E	28.28'	90°00'00"	20.00'	31.42'	20.00'

**SUB-LAND INC.**  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 LAND PLANNERS  
 6800 WESTWIND DRIVE  
 EL PASO, TEXAS  
 915-864-4487  
 JOB #105-865945A DR. BY: A.M.C.  
 SCALE: 1"=200' COMP. BY: A.E.V.  
 DATE: 5-16-86 P.B. 91

A portion of Tract 3C, Block 3,  
 Upper Valley Surveys, El Paso,  
 El Paso County, Texas



1816 1639

## EXHIBIT 2.5-PARCEL 2

Property Description: A portion of Tract 3C, Block 3, Upper Valley Surveys, El Paso, El Paso County, Texas

### METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a portion of Tract 3C, Block 3, Upper Valley Surveys, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at an existing city monument lying at the centerline intersection of Wild Willow Drive and Lazy Willow Drive; Thence, 56.88 feet along the centerline of Wild Willow Drive and along the arc of a curve to the left, having a radius of 1665.93 feet, a central angle of  $01^{\circ} 57' 24''$  and a chord which bears South  $87^{\circ} 47' 18''$  West, a distance of 56.88 feet; Thence, South  $03^{\circ} 11' 24''$  East, a distance of 35.00 feet to a point for a curve, said point being the TRUE POINT OF BEGINNING of this description;

THENCE, 32.10 feet along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of  $91^{\circ} 57' 24''$  and a chord which bears South  $47^{\circ} 12' 42''$  East, a distance of 28.76 feet to a point lying on the westerly right-of-way line of Lazy Willow Drive;

THENCE, South  $01^{\circ} 14' 00''$  East, along said right-of-way line, a distance of 104.06 feet to a point for a curve;

THENCE, 30.23 feet along the arc of a curve to the right, having a radius of 30.00 feet, a central angle of  $57^{\circ} 43' 58''$  and a chord which bears South  $27^{\circ} 37' 59''$  West, a distance of 28.97 feet to a point for a curve;

THENCE, 121.13 feet along the arc of a curve to the left, having a radius of 75.00 feet, a central angle of  $92^{\circ} 32' 02''$  and a chord which bears South  $10^{\circ} 13' 57''$  West, a distance of 108.39 feet to a point for a curve;

THENCE, 29.52 feet along the arc of a curve to the right, having a radius of 30.00 feet, a central angle of  $56^{\circ} 22' 55''$  and a chord which bears South  $07^{\circ} 50' 37''$  East, a distance of 28.34 feet;

THENCE, South  $20^{\circ} 20' 51''$  West, a distance of 179.16 feet;

THENCE, North  $69^{\circ} 06' 06''$  West, a distance of 192.49 feet;

THENCE, South  $85^{\circ} 38' 08''$  West, a distance of 94.33 feet;

THENCE, South  $74^{\circ} 35' 30''$  West, a distance of 106.37 feet;

THENCE, North  $88^{\circ} 25' 43''$  West, a distance of 207.63 feet;

THENCE, South  $62^{\circ} 50' 32''$  West, a distance of 100.61 feet;

THENCE, South  $48^{\circ} 06' 08''$  West, a distance of 87.52 feet;

THENCE, South  $88^{\circ} 39' 37''$  West, a distance of 94.72 feet;

THENCE, South  $62^{\circ} 27' 43''$  West, a distance of 68.49 feet;

THENCE, South  $29^{\circ} 25' 33''$  West, a distance of 89.81 feet;

THENCE, South  $09^{\circ} 05' 52''$  West, a distance of 96.74 feet;

THENCE, South  $43^{\circ} 24' 53''$  East, a distance of 191.43 feet;

THENCE, South  $65^{\circ} 13' 34''$  East, a distance of 95.53 feet;

THENCE, South  $31^{\circ} 04' 53''$  West, a distance of 192.87 feet;

THENCE, North  $58^{\circ} 25' 21''$  West, a distance of 103.91 feet;

THENCE, North  $36^{\circ} 41' 44''$  West, a distance of 105.26 feet;

THENCE, North  $73^{\circ} 32' 26''$  West, a distance of 194.61 feet;

1816 1640

THENCE, South 62° 37' 14" West, a distance of 135.52 feet;

THENCE, North 56° 56' 15" West, a distance of 172.26 feet to a point for a curve;

THENCE, 31.42 feet along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of 90° 00' 00" and a chord which bears North 11° 56' 15" West, a distance of 28.28 feet to a point lying on the easterly right-of-way line of Willow West Drive;

THENCE, North 33° 03' 45" East, along said right-of-way line, a distance of 39.75 feet to a point lying on the southerly boundary line of Block 10, The Willows Unit One;

THENCE, along said boundary line the following courses:

South 84° 06' 28" East, a distance of 136.19 feet;

North 52° 31' 25" East, a distance of 99.22 feet;

North 14° 12' 08" East, a distance of 109.75 feet;

North 28° 12' 42" East, a distance of 103.54 feet;

North 32° 48' 17" East, a distance of 109.69 feet;

North 02° 09' 43" West, a distance of 212.82 feet;

North 88° 31' 14" East, a distance of 59.61 feet;

South 79° 00' 31" East, a distance of 94.45 feet;

North 86° 46' 00" East, a distance of 92.31 feet;

North 70° 45' 47" East, a distance of 97.06 feet;

North 82° 27' 14" East, a distance of 93.90 feet;

South 86° 54' 38" East, a distance of 191.28 feet;

North 72° 51' 23" East, a distance of 96.54 feet;

North 76° 44' 32" East, a distance of 92.85 feet;

South 89° 21' 48" East, a distance of 186.30 feet;

North 62° 50' 18" East, a distance of 90.03 feet;

North 18° 05' 18" East, a distance of 129.70 feet to a point for a curve lying on the southerly right-of-way line of Wild Willow Drive;

THENCE, 36.44 feet along said right-of-way line and along the arc of a curve to the right, having a radius of 1630.94 feet, a central angle of 01° 16' 49" and a chord which bears North 86° 10' 12" East, a distance of 36.44 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 10,46766 acres (455,971.12 sq. ft.) of land more or less.

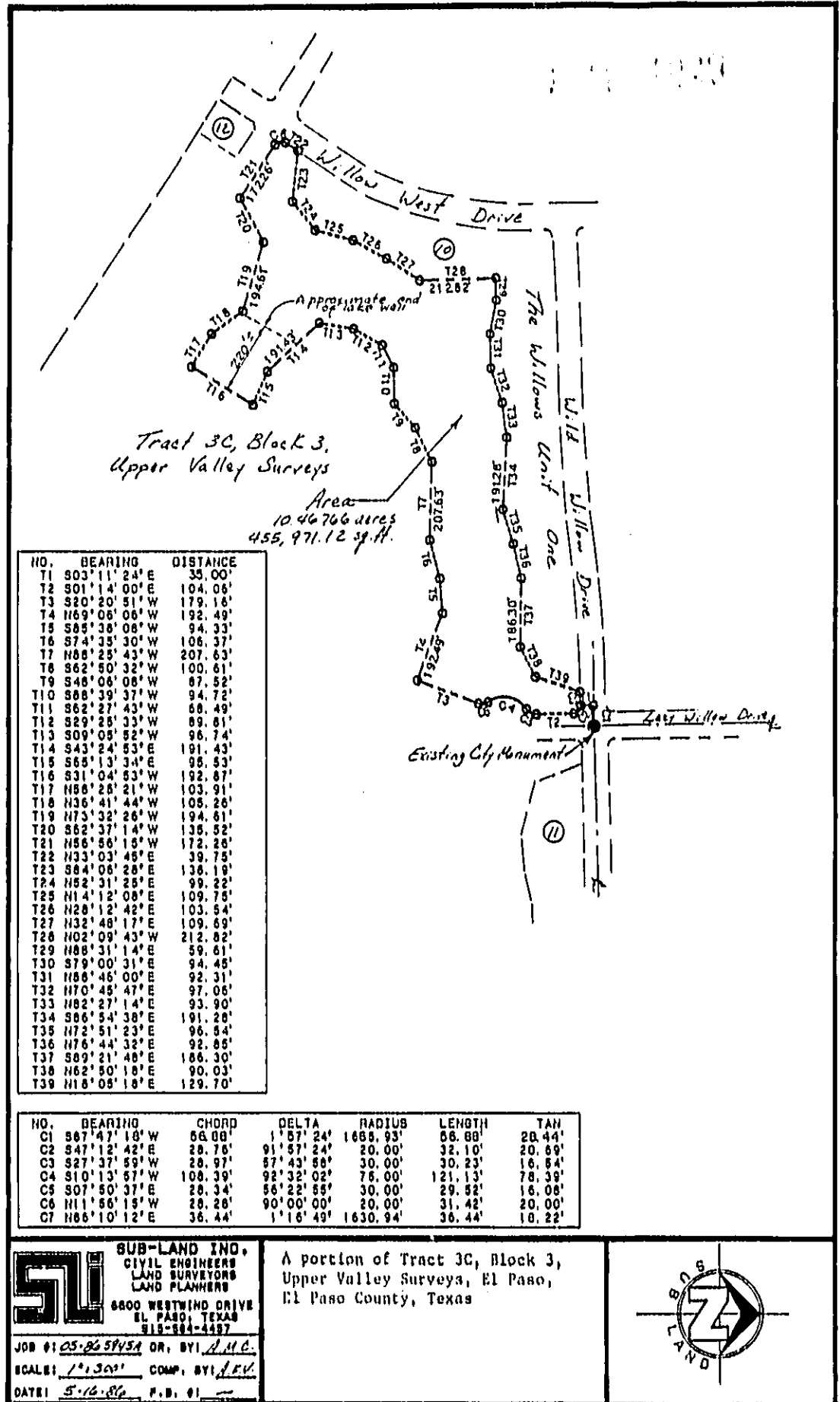
SUB-LAND, INC.  
Consulting Engineers -- Land Surveyors

*Robert R. Seipel*

Robert R. Seipel  
Registered Public Surveyor  
Texas License No. 4178

May 16, 1986  
Job Number 05-86-5945A  
4488A

1816 16:11



Tract 3C, Block 3,  
Upper Valley Surveys  
Area  
10.46766 acres  
455,971.12 sq. ft.

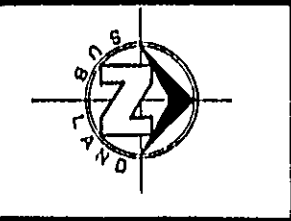
NO.	BEARING	DISTANCE
T1	S03° 11' 24" E	35.00'
T2	S01° 14' 00" E	104.06'
T3	S20° 20' 51" W	179.16'
T4	N69° 06' 06" W	192.49'
T5	S85° 38' 08" W	94.33'
T6	S74° 35' 30" W	108.37'
T7	N88° 25' 43" W	207.63'
T8	S62° 50' 32" W	100.61'
T9	S48° 06' 08" W	87.52'
T10	S88° 39' 37" W	94.72'
T11	S62° 27' 43" W	68.49'
T12	S29° 28' 33" W	89.81'
T13	S09° 05' 52" W	96.74'
T14	S43° 24' 53" E	191.43'
T15	S65° 13' 34" E	98.53'
T16	S31° 04' 53" W	122.87'
T17	N58° 28' 21" W	103.91'
T18	N36° 41' 44" W	105.26'
T19	N73° 32' 26" W	194.61'
T20	S62° 37' 14" W	138.52'
T21	N56° 56' 15" W	172.28'
T22	N33° 03' 48" E	39.75'
T23	S84° 06' 28" E	138.19'
T24	N52° 31' 25" E	99.22'
T25	N14° 12' 08" E	109.75'
T26	N28° 12' 42" E	103.54'
T27	N32° 48' 17" E	109.69'
T28	N02° 09' 43" W	212.82'
T29	N88° 31' 14" E	59.61'
T30	S79° 00' 31" E	94.45'
T31	N88° 46' 00" E	92.31'
T32	N70° 45' 47" E	97.06'
T33	N82° 27' 14" E	93.90'
T34	S86° 54' 38" E	191.20'
T35	N72° 51' 23" E	96.54'
T36	N76° 44' 32" E	92.65'
T37	S89° 21' 48" E	186.30'
T38	N62° 50' 18" E	90.03'
T39	N18° 05' 18" E	129.70'

NO.	BEARING	CHORD	DELTA	RADIUS	LENGTH	TAN
C1	S67° 47' 18" W	66.88'	1° 57' 24"	1688.93'	66.88'	20.44'
C2	S47° 12' 42" E	28.76'	91° 57' 24"	20.00'	32.10'	20.69'
C3	S27° 37' 59" W	28.97'	87° 43' 58"	30.00'	30.23'	16.54'
C4	S10° 13' 57" W	108.39'	92° 32' 02"	78.00'	121.13'	78.39'
C5	S07° 50' 37" E	28.34'	56° 22' 55"	30.00'	29.52'	16.08'
C6	N11° 56' 15" W	28.28'	90° 00' 00"	20.00'	31.42'	20.00'
C7	N86° 10' 12" E	36.44'	1° 16' 49"	1630.94'	36.44'	18.22'

**SU** SUB-LAND INC.  
CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS  
8600 WESTWIND DRIVE  
EL PASO, TEXAS  
915-884-4487

JOB #: 05-86 5845A OR, BY: A.M.C.  
SCALE: 1" = 300' COMP. BY: A.F.V.  
DATE: 5-16-86 P.B. #1

A portion of Tract 3C, Block 3,  
Upper Valley Surveys, El Paso,  
El Paso County, Texas



1816 1612

FEB 1948

55553

*Julia H. Cuellar*

CLERK OF COURTS  
EL PASO COUNTY TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS  
THE SALE, RENTAL, OR USE OF THE  
DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND UNEN-  
FORCEABLE UNDER FEDERAL LAW

STATE OF TEXAS COUNTY OF EL PASO

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

JUL 2 1987

COUNTY CLERK EL PASO COUNTY TEXAS

1816 1643