

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by CORONADO TOWNHOUSES, LTD., a limited partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in El Paso, County of El Paso, State of Texas, known as CORONADO TOWNHOUSES, UNIT ONE, which is more particularly described as:

BEGINNING at a point located South $12^{\circ}-32'$ West a distance of 740.57 feet, then East a distance of 77.50 feet from the point of intersection of the center line of Resler Drive with the South right-of-way line of Mesa Avenue (U.S. Highway 80) in El Paso, El Paso County, Texas:

THENCE East a distance of 713.39 feet;

THENCE North a distance of 81.60 feet;

THENCE East a distance of 698.48 feet;

THENCE South $51^{\circ}-26'$ West a distance of 173.00 feet;

THENCE North $79^{\circ}-05'$ West a distance of 122.03 feet;

THENCE South $37^{\circ}-02'$ West a distance of 480.00 feet;

THENCE South $11^{\circ}-19'$ West a distance of 158.63 feet;

THENCE North $74^{\circ}-21'$ West a distance of 260.00 feet;

THENCE South $15^{\circ}-39'$ West a distance of 100.00 feet;

THENCE North $45^{\circ}-46'$ West a distance of 180.00 feet;

THENCE North $65^{\circ}-15'$ West a distance of 188.00 feet;

THENCE North $72^{\circ}-10'10''$ West a distance of 350.02 feet;

THENCE northerly along a curve to the left an arc distance of 35.00 feet; curve having a radius of 1280.00 feet, a central angle of $1^{\circ}-34'$, and a long chord bearing North $13^{\circ}-19'$ East a distance of 35.00 feet;

THENCE North $12^{\circ}-32'$ East a distance of 212.02 feet;

THENCE northeasterly along a curve to the right an arc distance of 27.04 feet to the point of beginning; curve having a radius of 20.00 feet, a central angle of $77^{\circ}-28'$, and a long chord bearing North $51^{\circ}-16'$ East a distance of 25.03 feet;

DESCRIBED parcel lies in the A. F. Miller Survey No. 213 of said El Paso County and contains 496666.31 sq. ft. equal to 11.402 acres.

NOW THEREFORE, Declarant hereby declares that all of the properties described above and any property annexed thereto pursuant to Article X, Section 4B hereof, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall

run with, the real property and be binding on all parties having right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

Section 1. "Association" shall mean and refer to CORONADO TOWNHOUSE ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: All of that area first described above except the platted townhouse lots as shown on the plat of CORONADO TOWNHOUSES, UNIT ONE, as recorded in Volume 36, Page 3 of the Plat Records in the office of the County Clerk of El Paso County, Texas.

Section 5. "Common Open Space" shall mean and refer to the Open Space as required and defined in Article 25-21.2 of the City Code of the City of El Paso, as of September 1, 1971, or as same may be hereafter amended by the Declarant, which is to be conveyed to the Association for the common use and enjoyment of the parties. Said "Common Open Space" shall be designated as Tract "A" on the plat of CORONADO TOWNHOUSES, UNIT ONE, and shall be included as a part of the Common Area as described above. Said "Common Open Space" shall not be used as a site for a residence or dwelling.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 7. "Declarant" shall mean and refer to CORONADO TOWNHOUSES, LTD., its successors or assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Member" shall mean and refer to every person or entity

who holds membership in the Association.

Section 9. "Class I Lots" shall mean and refer to any lot upon which there is a residence or single family unit which has been completed and occupied.

Section 10. "Class II Lots" shall mean and refer to any vacant lot or lot upon which a residence or single family unit has not been completed and occupied.

ARTICLE II: PROPERTY RIGHTS

Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the Common Area and Common Open Space which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) During the existence of these covenants, said Common Area, including Common Open Space, shall be maintained in an appropriate manner in accordance with the intent of these covenants and Article 25-21.2 of the City Code of the City of El Paso, or as same may be hereafter amended.

(d) Upon written consent of not less than two-thirds (2/3) of each class of members, the Association may dedicate said Common Area or any part thereof, to the City, if the City consents, for public use and convenience.

(e) the right of the Association to limit the number of guests of members:

(f) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area, including Common Open Space and facilities, and in aid thereof to mortgage said properties and the rights of such mortgagee in such properties shall be subordinate to the rights of the homeowners hereunder, provided that any action under this subsection has the assent of two-thirds (2/3) of each class of members.

(g) the right of the Association, through its Board of Directors, to

determine the time and manner of use of the recreation facilities by the members.

Section 2. DELEGATION OF USE. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area, including Common Open Space and facilities, to the members of his family, his tenants, or contract purchasers who reside on the property. Said Common Area is not dedicated in any manner for use by the general public, but is limited and specifically restricted to the sole use and enjoyment of said lot owners and those to whom the use is properly delegated as herein provided.

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on July 31, 1973.

ARTICLE IV: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and

special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Four Hundred Dollars (\$400.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of

taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Class I Lots. Class II Lots shall be fixed at an amount equal to twenty-five percent (25%) of the assessment upon all Class I Lots.

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association shall collect each month from the owner of each Lot one twelfth (1/12) of the annual assessment for such lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 7 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount

361 0233

of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the CORONADO TOWNHOUSE ASSOCIATION, INC. or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on a real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The Lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot owners. The Association, acting on behalf of the Lot owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding non-payment of such defaulting owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority, the Common Area, and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. MANAGEMENT AGREEMENTS. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be cancelled by an affirmative vote of sixty percent (60%) of the votes of each class of

the Members of the Association. In no event shall such management agreement be cancelled prior to the effecting by the Association or its Board of Directors of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be made with a responsible party or parties having experience adequate for the management of a project of this type.

Section 12. INSURANCE ASSESSMENTS. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all of the buildings owned by the Association against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses. All such insurance coverage shall be written in the name of the Association. It shall be the individual responsibility of each owner, at his own expense, to provide, as he sees fit, hazard insurance, homeowner's liability insurance, theft and other insurance covering real and personal property damage and loss.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance

proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all townhouse owners, as established by Article IV, Section 4, above, to make up any deficiency for repair or rebuilding of the common area.

ARTICLE V: ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI: PARTY WALLS

Section 1. GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in equal proportions to such use.

Section 3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. WEATHERPROOFING. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. ARBITRATION. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.

ARTICLE VII: EXTERIOR MAINTENANCE

In addition to Maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces, screens and screen doors, exterior door and window fixtures and other hardware and patios.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, or guests, or invitees, and not covered or paid for by insurance on such lot, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

ARTICLE VIII: USE RESTRICTIONS

Section 1. Said property is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said Property shall be of new construction and no buildings or structures shall be moved from other locations onto said Property and no subsequent buildings or structures other than townhouse apartment buildings, being single family townhouses joined together by a common exterior roof and foundation, shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of said Property at any time as a residence either temporarily or permanently.

Section 2. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 3. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or the Builder of said Townhouses to maintain during the period of construction and sale of said Townhouses, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said Townhouses, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office, provided, however, that these uses by the declarant or builder shall be restricted to lots owned by declarant, except that a designated 200 square feet of the adult lounge in the clubhouse may be used for a business office, provided that this space shall be used by the declarant so as to not prevent Class A members from using the balance of the clubhouse for the purposes intended.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

Section 5. No advertising signs (except one of not more than five square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Townhouse or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during the construction and sale period, and of CORONADO TOWNHOUSE ASSOCIATION, INC., a non-profit corporation incorporated or to be incorporated under the laws of the State of Texas, its successors, and assigns, in furtherance of its powers and purposes as hereinafter set forth.

Section 6. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Townhouses and streets.

All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio areas.

Section 7. Except in the individual patio areas appurtenant to a Townhouse, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said Property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representative. Except for the right of ingress and egress, the Owners of Lots are hereby prohibited and restricted from using any of said Property outside the exterior building lines, patio and carport areas, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of lots in CORONADO TOWNHOUSES and is necessary for the protection of said Owners.

Section 8. Maintenance, upkeep and repairs of any patio, screens and screen doors, exterior door and window fixtures, and other hardware shall be the sole responsibility of the individual owner of the Lot appurtenant thereto and not in any manner the responsibility of the Board of Directors. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area and all exteriors and roofs of the Townhouses, including but not limited to, recreation and parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representative.

Section 9. All fixtures and equipment installed within a Townhouse, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Townhouse, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Townhouse or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Townhouses or their Owners.

Section 10. Without prior written approval and the authorization of the Board of Directors, no exterior television or radio antennas 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, should any such master system or systems be utilized and require any such exterior antenna.

361 0239

Section 11. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

ARTICLE IX: EASEMENTS

Section 1. Each Townhouse and the property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure containing two or more Townhouses is partially or totally destroyed, and then rebuilt, the owners of the Townhouses so affected agree that minor encroachments of parts of the adjacent Townhouse units or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. There is hereby created a blanket easement upon, across, over and under all of said Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said Townhouses. An easement is further granted to all police, fire protection, ambulance, garbage collection and all similar persons to enter upon the streets and Common Area in the performance of their 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 Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property except as initially programmed or designated on a lot prior to conveyance to a purchaser. The easements provided for in this Article IX shall in no way affect any other recorded easement on said premises.

Section 3. UNDERGROUND ELECTRIC SERVICE:

A. Underground single phase electric service shall be available to 92 residential townhouses on the aforesaid lots and to the recreation building to be constructed on the Common Area, and the metering equipment

shall be located on the exterior surface of the wall at a point to be designated by the utility company. The utility company furnishing the service shall have a two (2) foot wide easement along and centered on the underground electric power service conductors installed from the utility company's easement to the designated point of service on the townhouse structure.

B. For so long as such underground service is maintained, the electric service to each townhouse and the recreation building shall be uniform and exclusively of the type known as single Phase, 120/240 volt, 3 wire, 60 cycle alternating current.

C. Easements for the underground service may be crossed by driveways and walkways provided the Declarant or Builder makes prior arrangements with the utility company furnishing electric service. Such easements for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways or driveways, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easements.

Section 4. GUEST PARKING EASEMENT: Save and except for the area covered by a carport and/or storage space which is constructed on a lot by Declarant, there is hereby created a blanket easement upon the rear twenty feet of each lot for the purpose of parking vehicles of guests of the owners of Townhouses.

ARTICLE X: GENERAL PROVISIONS

Section 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. For the purpose of obtaining compliance with the general intent or the specific requirements of Article 25-21.2 of the City Code, or as same may be hereafter amended, the City of El Paso may enforce these covenants for the benefit of any such Owner or Association, or under its general zoning authority.

Section 2. SEVERABILITY. Invalidation of any one of these covenants

or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. AMENDMENT. These covenants shall run with the land and shall be binding on all parties or persons claiming under them for as long as the CORONADO TOWNHOUSES, UNIT I, SUBDIVISION exists as a planned unit development under Article 25-21.2 of the City Code, or as same may be hereafter amended.

The City of El Paso's interests in these covenants may be sooner released, without the consent or any third person benefitted thereby, by the City of El Paso, after recommendation of its City Plan Commission, upon the recording of an instrument of record to that effect in the Deed Records of El Paso County, Texas.

Upon release of the City of El Paso's interests, these covenants may be amended at any time by a written instrument signed by the owners of not less than seventy-five (75%) of the lots.

Section 4. ANNEXATION OF ADDITIONAL PROPERTY.

A. In accordance with Article 25-21.2 of the City Code of the City of El Paso, or as same may be hereafter amended, additional residential property and Common Area may be annexed to the Properties, provided the assent of two-thirds (2/3) of the Class A members, if any, is obtained at a meeting duly called for this purpose, written notice of which shall be sent to all Class A members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of Class A members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meetings shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds of the Class A membership are not present in person or by proxy, Class A members not present may give their written consent to the action taken thereat.

B. Additional land specifically described as follows:

BEGINNING at a point located South 12⁰-32' West a distance of 955.30 feet, then South 77⁰-28' East a distance of 60.00 feet, then South 13⁰-19' West a distance of 35.00 feet from the point of intersection of the center line of Resler Drive with the South right-of-way line of Mesa Avenue (U.S. Highway 80) in El Paso, El Paso County, Texas:

THENCE South 72⁰-10'-10" East a distance of 350.02 feet;

THENCE South 65⁰-15' East a distance of 188.00 feet;
 THENCE South 45⁰-46' East a distance of 180.00 feet;
 THENCE North 15⁰-39' East a distance of 100.00 feet;
 THENCE South 74⁰-21' East a distance of 260.00 feet;
 THENCE South 11⁰-19' West a distance of 111.37 feet;
 THENCE North 82⁰-03' West a distance of 217.00 feet;
 THENCE South 48⁰-53' West a distance of 292.00 feet;
 THENCE South 15⁰-52' East a distance of 91.50 feet;
 THENCE South 59⁰-28'-36" West a distance of 118.25 feet;
 THENCE South 44⁰-08' West a distance of 30.00 feet;
 THENCE North 58⁰-22'-20" West a distance of 114.33 feet;
 THENCE northwesterly along a curve to the left an arc distance of 193.73 feet; curve having a radius of 300.00 feet, a central angle of 37⁰-00', and a long chord bearing North 39⁰-22' West a distance 190.38 feet;
 THENCE North 57⁰-52' West a distance of 310.69 feet to the P.C. of a curve to the right;
 THENCE along said curve to the right an arc distance of 30.65 feet; curve having a radius of 20.00 feet, a central angle of 87⁰-47'-46", and a long chord bearing North 13⁰-58'-07" West a distance 27.73 feet;
 THENCE northerly along a curve to the left an arc distance of 353.63 feet to the point of beginning; curve having a radius of 1280.00 feet, a central angle of 15⁰-49'-46", and a long chord bearing North 22⁰-0'-53" East a distance of 352.51 feet;
 DESCRIBED parcel lies in the A. F. Miller Survey No. 213 in said El Paso County; and contains 344290.83 square feet equal to 7.904 acres.

may be annexed by the Declarant without the consent of members within 2 years of the date of this instrument provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them. Said annexation is further subject to approval by the City of El Paso in accordance with Article 25-21.2 of the City Code of the City of El Paso, or as same may be hereafter amended.

Section 5. FHA/VA APPROVAL. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. 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, men or women, shall in all cases be assumed as though in each case fully expressed.

361 0243

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 19 day of October, 1971.

CORONADO TOWNHOUSES, LTD.
Declarant - A Limited Partnership

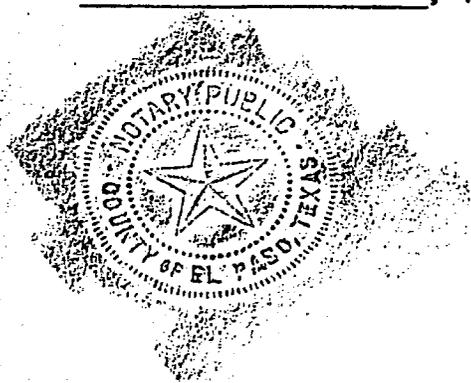
By: John D. Mason
General Partner

ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John D. Mason, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19 day of October, 1971.



K. Kuivenhoven
Notary Public in and for El Paso County, Texas
K. KUIVENHOVEN, Notary Public
in and for El Paso County, Texas
My commission expires June 1, 1973

361 0744

74406

FILED FOR RECORD
IN MY OFFICE

1971 OCT 20 PM 2 58

COUNTY CLERK
EL PASO COUNTY, TEXAS

James E. Howell

*Hold for
M. H. Sutton
to Pick up.*

STATE OF TEXAS
I hereby certify that this Instrument was filed on the
date and time stamped hereon by me and was duly re-
corded in the volume and page of the named records
of El Paso County, Texas, as stamped hereon by me.

OCT 20 1971



J. W. Fields
COUNTY CLERK, El Paso County, Texas

361 0245