DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

COUNTRY PLACE ESTATES

STATE OF TEXAS)
)
COUNTY OF EL PASO)

KNOW ALL MEN BY THESE PRESENTS: That WILLIS CONSTRUCTION COMPANY, a Texas Corporation, being the sole owner of the following described property, in El Paso County, to wit:

> Lot 1–9, Block 1, COUNTRY PLACE ESTATES, El Paso, El Paso County, Texas, according the plat thereof on file in the Plat Records, El Paso County, Texas;

does hereby apply the following Covenants, Conditions and Restrictions on COUNTRY PLACE ESTATES, which shall run with the land and shall be binding upon WILLIS CONSTRUCTION COMPANY, its successors and assigns, as well as upon any and all subsequent owners and all parties having any right, title or interest in any portion of COUNTRY PLACE ESTATES and their respective heirs, legal representatives, successors and assigns forever.

I.

These Covenants, Conditions and Restrictions are adopted for the purpose of providing for the orderly development and use of COUNTRY PLACE ESTATES and for the

purpose of protecting the value and desirability of Lots 1 through 8 and a portion of Lot 9, Block 1, COUNTRY PLACE ESTATES as a residential neighborhood and the value and desirability of a portion of Lot 9, Block 1, COUNTRY PLACE ESTATES as a commercial and office site. These Covenants, Conditions and Restrictions shall inure to the benefit of each owner of a Lot within COUNTRY PLACE ESTATES. These Covenants, Conditions and Restrictions shall supersede any other restrictions which have heretofore been placed by Declarant on COUNTRY PLACE ESTATES.

II.

LAND USES

A. As used herein the word "Lot" shall refer to a lot as laid down and designated on the plat of COUNTRY PLACE ESTATES.

B. Lots 1 through 7, COUNTRY PLACE ESTATES shall be used for residential purposes only. Only one detached single family residential dwelling, one attached or detached garage, attached or detached servant's quarters, stables, corrals tennis courts, and swimming pools and accessory buildings shall be allowed to be constructed on any one of Lots 1 through 7, COUNTRY PLACE ESTATES.

C. Lot 8, COUNTRY PLACE ESTATES shall be used for residential purposes only. Any type of residential dwelling permitted by the El Paso City Code shall be allowed to be constructed on Lot 8, subject to any applicable density requirements set forth in zoning ordinance No. 009352 passed and approved by the City Council on April 19, 1988 or as subsequently amended.

D. Unless ordinance No. 009352 dated April 19, 1988 passed and approved by the City Council is amended to permit a greater amount of acreage, only three (3) acres of the five (5) acres comprising Lot 9, COUNTRY PLACE ESTATES shall be used for office or commercial purposes. These three (3) acres shall be located within the three and seven hundred thirty thousandths (3.730) acre tract depicted on Exhibit "A" and legally described on Exhibit "B" attached hereto. The construction of single family, two family or multi—family units on the portion of Lot 9 described on Exhibit "B" is expressly prohibited. No structure either of a temporary or permanent character, trailer, or mobile home shall be located on the property described on Exhibit "B" and used as a residence, provided however, that one dwelling for resident watchman or caretakers may be constructed and utilized in connection with each commercial use on the portion of Lot 9 described on Exhibit "B". Provided, further, no commercial uses shall be allowed on the strip of land running parallel to and one hundred twenty—five (125') feet from Hunters Glenn Street. Willis Construction Company hereby makes this specific declaration to obtain a waiver of the requirement that it dedicate parkland or pay fees respecting the property described on Exhibit "B".

E. The balance of Lot 9, COUNTRY PLACE ESTATES, being the portion described on Exhibit "B" attached hereto, shall be used for residential purposes only unless the ordinance described in paragraph C above is amended to permit a different use. Any type of residential dwelling permitted by

the El Paso City Code shall be permitted on the residential portion of Lot 9.

F. No noxious, offensive, or illegal activities shall be carried upon any part of COUNTRY PLACE ESTATES nor shall anything be done which shall constitute a public nuisance.

G. No trailer, tent, shack, or structure of a temporary character (other than those necessary during the construction or remodeling on any Lot) shall be erected or used for any purpose whatsoever in COUNTRY PLACE ESTATES either on a temporary or permanent basis. Provided, however, recreational vehicles, such as trailers, motor homes, camper's and boats, may be stored (but not used for residential or storage purposes) on a Lot so long as the recreational vehicle is stored more than 70 feet from the front Lot line.

H. There are no irrigation water rights in COUNTRY PLACE ESTATES. The rights to irrigation water have been transferred to the El Paso County Water Improvement District.

III.

ANIMALS

Animals of any kind may be raised, bred, or kept on any Lot, except that where residential uses are permitted, only

two horses and one colt or pony, dogs and cats (in numbers permitted by the El Paso City Code) or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

IV.

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

V.

BUILDING TYPE, SIZE AND LOCATION

A. No building shall be erected, altered, placed or permitted on any one of Lots 1 through 7 other than one detached single family dwelling not to exceed thirty (30') feet in height, exclusive of chimneys, together with an attached or detached private garage and attached or detached servant's quarters. All garages shall be no more than thirty (30') feet in height and shall conform in exterior design to the detached single family dwelling.

B. The ground floor area of a single story, detached single family dwelling, on Lots 1 through 7, (exclusive of

one story open porches, garages and carports) shall not be less than 2500 square feet. The ground floor area of a two story, detached single family, dwelling (exclusive of open porches, garages and carports) shall not be less than 1,600 square feet.

C. On Lots 1 through 7 no building or other permanent structure shall be permitted or located on any Lot nearer than fifty (50') feet from the front lot line or nearer than one hundred (100') feet from the rear lot line except that the rear set back requirement shall not apply to corrals, stables, swimming pools, tennis courts, servant's quarters and accessory buildings. No building or other permanent structure located on said Lots shall be located nearer than twenty (20') feet to an interior property line. Provided, further, the interior property line Bet back shall not apply to corrals. As used in this paragraph C, the term "building" shall include the single family residence, servant's quarters, garage, carport, stables, corrals and all other structures except fences and walls.

D. With respect to Lot 8 and the residential portion of Lot 9, COUNTRY PLACE ESTATES, building types, sizes, locations, set backs, and other construction restrictions shall be governed by the applicable provisions of the El

Paso City Code in force at the time construction is to commence and ordinance No. 009352 adopted by the City Council on April 19, 1988 or as subsequently amended.

E. Notwithstanding anything to the contrary contained in this Declaration, the Owner of that portion of Lot 9 described on Exhibit "B" shall construct a six (6') foot rock fence immediately adjacent to the northerly boundary of the said tract which boundary is three hundred forty three and two hundredths (3I3.02') feet in length and shown on Exhibit "B" attached hereto.

VI.

ARCHITECTURAL CONTROL

A. No residence, building, fence, wall, corral or other structure shall be commenced, erected or maintained on any one of Lots 1 through 8 and the residential portion of Lot 9, COUNTRY PLACE ESTATES, nor shall any exterior addition to, change or alteration thereof be made until the plans and specifications showing the nature, design, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing by the Architectural Control Committee as to the quality of workmanship and materials, as to harmony of external design with existing structures, as to location with respect to

topography, and finish grade elevation and as to compliance with these restrictions.

B. On Lots 1 through 8 and the residential portion of Lot 9, fences and walls shall be constructed only at locations approved by the Architectural Control Committee. Fences and walls may be constructed of rock with or without wrought iron or masonry with or without wrought iron but shall not be made of any other materials. Side yard rock walls between residences shall decrease in height to not more than two (2') feet at a point not less than ten (10') feet further from the front property line than the house set back line provided, however, this restriction shall not pertain to walls constructed of rock with wrought iron or masonry with wrought iron. Any owner may enclose the front yard of his Lot so long as he uses rock with wrought iron, or masonry with wrought iron. No fence or wall shall be less than four (14') feet or more than six (6') feet in height except where a different height is expressly permitted herein.

C. All construction shall be done in strict accordance with the plans and specifications which have been approved by the Architectural Control Committee. Any changes (including changes in location of the improvement on the

Lot), additions to or deletions from, plans and specifications which have been approved by the Architectural Control Committee shall be re-submitted for the approval of the Committee in the manner herein prescribed. Prior to any construction on the Lot and after approval by the Architectural Control Committee, each Lot owner shall submit a grading plan to the City of El Paso and obtain a grading permit if applicable ordinances require this action to be taken.

D. The Architectural Control Committee shall be initially composed of Willis G. Schoemaker, 908 Arizona, El Paso, Texas 79903, and Teri S. Froetschel, 908 Arizona, El Paso, Texas 79903, and John Froetschel, 908 Arizona, El Paso, Texas 79903. Either a majority of the committee or the majority of any successors, whether one or more, may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither of the members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to these covenants. At any time after Lots 1 through 7,

COUNTRY PLACE ESTATES, have been conveyed by Warranty Deed by Willis Construction Company to third persons or entities, or upon the death of Willis G. Schoemaker, whichever event occurs first, the then record owners of a majority of the lots in COUNTRY PLACE ESTATES shall have the power and authority through a duly written instrument to change the membership of the Committee.

E. The Committee's approval or disapproval as required in these covenants shall be In writing. In the event the Committee or its designated representative fails to approve or disapprove plans and specifications within thirty (30) days after complete plans and specifications have been submitted to it, the Committee's approval shall be deemed to have been given.

F. If any construction is commenced without the approval of the Architectural Control Committee and if no suit to enjoin or remove the construction has been commenced within sixty (60) days after completion of the construction, then the approval of the Architectural Control Committee shall be deemed to have been given.

G. WILLIS CONSTRUCTION COMPANY and the Architectural Control Committee shall have the power and authority,, but shall not be obligated, to enforce these Covenants,

Conditions and Restrictions. No action shall be brought against WILLIS CONSTRUCTION COMPANY, nor against the Architectural Control Committee as a result of any action, or failure to take any action, on any of the matters required or authorized to either of them in these restrictive covenants.

H. The Architectural Control Committee shall have the power and authority to vary front set backs, not to exceed ten (10') feet. so that variety and relief are created in the front set back lines along Hunters Glenn Street.

I. The Architectural Control Committee shall have the power and authority to allow minor variations (not to exceed ten (10%) percent of the requirement) from the building location restrictions and minimum sizes for buildings contained herein, if the Committee determines, acting with reasonable judgment, that such variations are in the best interest of COUNTRY PLACE ESTATES.

J. The granting by the Committee of any waiver or variance to any of the restrictions herein set out shall not constitute a waiver of the right of the Architectural Control Committee or any owner to insist upon full and strict compliance with these restrictions in all other instances.

VII.

EASEMENTS AND ON-SITE PONDING

A. Easements for the installation and maintenance of utilities are reserved over the Lots as shown on the aforesaid plat of COUNTRY PLACE ESTATES. No building or other permanent structure shall be erected on any easement other than a rock or masonry wall, provided however, said wall shall not impair the on-site ponding.

B. All Lots have been designed and are subject to on-site ponding of storm waters. These easements and ponding areas are shown on the subdivision plans which are on file with the office of the City Engineer of El Paso, Texas, and in the office of WILLIS CONSTRUCTION COMPANY in El Paso, Texas. The street and Lot drainage cross—sections shown on such plans must be strictly adhered to.

C. The El Paso City Code requires that Lots designed for on—site ponding be subject to on-site ponding restrictions and, therefore, the following requirements shall apply:

1. The maximum depth of water that will cover the Lots after the design storms should be eight (8) inches;

2. Permanent markers shall be placed prior to occupancy at locations to establish the elevation to which the ponding area shall be maintained;

3. Elevation markers shall not be moved, covered or altered and no filling or changing the elevation of the 1t shall be done to raise it above the elevation of the markers;

4. Inspectors and surveyors of the City shall have a permanent right of access for the purpose of checking the elevation markers;

5. No Owner shall do or permit any act which impairs the on—site ponding characteristics of his Lot;

6. Each Owner shall restore the original on—site ponding capacity of his Lot in the event it is actively or passively altered by a person or event;

7. No more than fifty (50%) percent of the area of land conveyed by the deed may ever be covered by improvements of any kind, either temporary; or permanent (house, driveways, patios, auxiliary buildings, landscaping having impermeable material under it, and so forth), which will shed stormwaters onto the Lot;

8. Each Owner of property utilizing on-site ponding by acceptance of his Deed, waives any claim or cause of action against the City, its officials or employees, for any death, injury or property damage resulting from alteration of the ponding capacity for that lot;

9. Each Owner is obligated to comply with any order of the City regarding the correction of any drainage problem on his Lot within fourteen (14) calendar days of being served with a notice in writing;

10. Enforcement of deed restrictions pertaining to on—site ponding shall be accomplished by injunctive relief without the requirement for bond or other security;

11. Any conveyance of any Lot subject to on-site ponding shall declare in conspicuous language in the deed that the property is subject to on—site ponding requirements, maintenance of elevation markers standing

water on lot, ingress and egress for inspection and all other restrictions set forth in the El Paso City Code.

VIII.

ACCESS

Vehicular access to all Lots in COUNTRY PLACE ESTATES shall be from dedicated streets only.

IX.

INTERNATIONAL WATER AND BOUNDARY EASEMENT

Lots 1 through 8, inclusive, are subject to certain easement rights in favor of the United States of America (being exercised through its International Water and Boundary Commission. The area within each Lot which is subject to the said easement is shown on Exhibit "C" attached hereto and made part hereof. The easement rights in favor of the United States of America are set forth on Exhibit "D" attached hereto and made part hereof. Each owner of a Lot shall be bound by the terms of the said easement until such time, if ever, as the United States of America releases or modifies its rights thereunder. No permanent improvement shall be erected by any owner within that part of his Lot which 18 subject to said easement without the prior written consent of the United States of America. No

owner shall make any use or suffer or permit any use to take place on that part of his Lot which is subject to the easement, which use is in derogation of the rights of the United States of America, without its prior written consent.

X.

TERM

These Covenants, Conditions and Restrictions shall run with the land and shall be binding upon all Owners, their heirs, legal representatives, successors and assigns, subject to the amendment rights specified in Article XIV for a period of thirty—five (35) years from and after the date these Covenants, Conditions and Restrictions are recorded in the deed records of El Paso County, Texas. After such time, these Covenants, Conditions and Restrictions shall he automatically extended for successive periods of ten (10) years each until an instrument signed by the then owners of a majority of the lots in COUNTRY PLACE ESTATES has been recorded in the Deed Records of El Paso County, Texas agreeing to change these covenants in whole or in part. Provided, however, the covenants, conditions, and restrictions pertaining to land use limitations on Lot 9 contained herein may only be amended, revised, or modified by a written instrument approved and executed by the City of

El Paso. Any attempt to amend, revise or modify said use restrictions without the prior written consent of the City shall be void.

XI.

ENFORCEMENT

A. If any person, firm or corporation shall violate, attempt to violate, or threaten to violate any of these Covenants, Conditions and Restrictions, during the term hereof then the owner of any interest in any property in COUNTRY PLACE ESTATES, or the Architectural Control Committee, may prosecute by law, or bring proceedings in equity, to prevent such violation, threatened violation or attempted violation of these covenants.

B. If any suit for injunction is brought for the enforcement .of these Covenants, Conditions and Restrictions, no bond or other security shall be required of the party bringing such action in order to secure the issuance of a temporary restraining order, temporary injunction or final injunction.

C. All costs of such actions or proceedings, including reasonable attorney's fees, shall be chargeable to and assessed against the person, firm or corporation who has

violated, threatened to violate, or attempted to violate any of these covenants.

D. The City of El Paso shall have the right to enforce, by any proceeding at law or equity, all restrictions and conditions now or hereafter imposed by the provisions of this declaration pertaining to the land use restrictions on Lot 9. Failure or delay to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter.

XII.

SEVERABILITY

The invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

XIII.

MAINTENANCE OP MEDIAN

Each Lot owner shall automatically be a member of the Country Place Community Association. Owner shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of COUNTRY PLACE UNIT I, COUNTRY PLACE UNIT II, and COUNTRY PLACE

ESTATES (as now or hereafter replatted) including contract sellers, but excluding those having an interest merely as security for the performance of an obligation. The sole purpose of the Country Place Community Association is to maintain that portion of the median on Hunters Glenn Street which is landscaped so that at all times such landscaping is properly watered, mowed, trimmed, replanted and at all times in a neat an attractive condition. Each Lot owner shall pay annually to Country Place Community Association a fractional part of the total cost of properly maintaining the landscaped portion of the median not later than thirty (30) days after being billed. Each Lot owner's fractional part shall be determined as follows: The denominator shall be one (1) and the numerator shall be the total number of Lots in COUNTRY PLACE UNIT I, COUNTRY PLACE UNIT II AND COUNTRY PLACE ESTATES (including lots created by replatting). The assessment imposed for maintenance on each Lot owner herein shall, together with interest, costs and reasonable attorney's fees be a charge on each lot owner's Lot and shall be a continuing lien upon the property against which such assessment is made. Each such assessment shall also be a personal obligation on each Lot owner, whether one or more. A Lot owner's portion of the total cost of maintaining

the landscaped portion of the median, herein referred to as an assessment, shall bear interest at the rate of eight percent (8%) from its due date. The Association may bring an action at law against the Lot owner personally obligated to pay the same or foreclose the lien against the Lot. The lien for the assessment provided herein shall always be subordinate to the lien of any first mortgage.

The business and affairs of Country Place Community Association shall be managed by a Board of Directors composed of three directors elected for one year terms or until their successors have been duly elected. Directors need not be Lot owners and shall be elected by a majority vote of the Lot owners present at a meeting at which a quorum is present. The annual meeting for the election of directors and transaction of other business shall be on the second Wednesday during the month of April beginning at 7:00 p.m. at such place as the Board of Directors shall direct in El Paso, Texas, and thereafter, to be held each year at such place and at such time as decided by a majority vote of the Board of Directors. The Board of Directors shall have full power and authority to assess and bill Lot owners for their portions of the maintenance of the landscaping on Hunters Glenn Street at intervals more frequent than annually if, in

the opinion of the majority of the Board, annual assessments and billings are impractical. The total assessment shall also include the reasonable and necessary expenses of the Country Place Community Association in carrying out its affairs such as office supplies and the like. The Board of Directors shall enter into agreements with independent contractors to maintain the landscaped portion of the median on Hunters Glenn Street as the majority of the Board sees fit. The Board of Directors shall at all times endeavor to keep the cost of maintaining the landscaped portion of the median to a point as low as is consistent with fulfilling the obligations specified herein.

XIV.

AMENDMENT

Until Lots 1 through 8 inclusive, COUNTRY PLACE ESTATES, have been conveyed by Willis Construction Company by Warranty Deed to third persons or entities, Willis Construction Company shall have the sole and exclusive right, power and authority to amend these Covenants, Conditions and Restrictions, except with respect to Article XIII and any provision dealing with Lot 9, without the

consent of any other Lot Owner. No amendment shall be effective until recorded in the Deed Records of El Paso County, Texas. After Lots 1 through 8, inclusive, COUNTRY PLACE ESTATES, have been conveyed as aforesaid, then these Covenants, Conditions and Restrictions may be amended upon the consent of the Owners of 90% of the Lots in COUNTRY PLACE ESTATES. No amendment shall be effective until recorded in the Deed Records of El Paso County, Texas.

XV.

REPLAT OF LOT 8 AND THE RESIDENTIAL PORTION OF LOT 9

Willis Construction Company, and any assignee who purchases the entirety of Lot 8 and/or the entirety of the residential portion of Lot 9 shall have and hereby reserves the right to replat Lot 8, and/or the residential portion of Lot 9, Block 1, COUNTRY PLACE ESTATES, into such a number of smaller lots as is permitted by the El Paso City Code on the date this Declaration is recorded in the Deed Records of El Paso County, Texas, without the consent of or notice to any other Lot Owner of COUNTRY PLACE ESTATES. In this connection, each Lot Owner of COUNTRY PLACE ESTATES hereby designates and appoints Willis Construction Company or its assignee as described above as his, her, its or their

attorney—in—fact for the limited purpose of consenting to the replatting of Lot 8 whenever consent is required to be evidenced under applicable Texas statutes or the El Paso City Code. This right, authority and power to replat without consent or notice and the appointment of Willis Construction Company or its assignee as described above as attorney—in—fact shall automatically terminate when Willis Construction Company or its assignee as described above has conveyed by General Warranty Deed Lots 1 through 8, COUNTRY PLACE ESTATES. As the holder of a limited Power of Attorney as described above, Willis Construction Company or its assignee as described above shall be bound to act only as it determines to be in the best interest of COUNTRY PLACE ESTATES using its sole and absolute discretion in this regard.

DATED this _____ day of _____ , 1990.

WILLIS CONSTRUCTION COMPANY

By:_____
____

Willis G. Schoemaker, President

STATE OP TEXAS)
)

COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared WILLIS 0. SCHOEMAKER, President of WILLIS CONSTRUCTION COMPANY, a corporation, known to me to be the person and officer 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 OFFICE, this ____ day of _____, 1990.

_____
Notary Public, State of Texas

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105-$17.00
C/K#27078 P.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

COUNTRY PLACE ESTATES

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)
COUNTY OF EL PASO)

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> Lot 1-9, Block 1, COUNTRY PLACE ESTATES, El Paso, El Paso County, Texas, according the plat thereof on file in the Plat Records, El Paso County, Texas;

does hereby apply the following Covenants, Conditions and Restrictions on COUNTRY PLACE ESTATES, which shall run with the land and shall be binding upon WILLIS CONSTRUCTION COMPANY, its successors and assigns, as well as upon any and all subsequent owners and all parties having any right, title or interest in any portion of COUNTRY PLACE ESTATES and their respective heirs, legal representatives, successors and assigns forever.

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owner of a Lot within COUNTRY PLACE ESTATES. These Covenants, Conditions and Restrictions shall supersede any other restrictions which have heretofore been placed by Declarant on COUNTRY PLACE ESTATES.

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within the three and seven hundred thirty thousandths (3.730) acre tract depicted on Exhibit "A" and legally described on Exhibit "B" attached hereto. The construction of single family, two family or multi-family units on the portion of Lot 9 described on Exhibit "B" is expressly prohibited. No structure either of a temporary or permanent character, trailer, or mobile home shall be located on the property described on Exhibit "B" and used as a residence, provided however, that one dwelling for resident watchman or caretakers may be constructed and utilized in connection with each commercial use on the portion of Lot 9 described on Exhibit "B". Provided, further, no commercial uses shall be allowed on the strip of land running parallel to and one hundred twenty-five (125') feet from Hunters Glenn Street. Willis Construction Company hereby makes this specific declaration to obtain a waiver of the requirement that it dedicate parkland or pay fees respecting the property described on Exhibit "B".

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B. The ground floor area of a single story, detached single family dwelling, on Lots 1 through 7, (exclusive of one story open porches, garages and carports) shall not be less than 2500 square feet. The ground floor area of a two story, detached single family, dwelling (exclusive of open porches, garages and carports) shall not be less than 1,600 square feet.

C. On Lots 1 through 7 no building or other permanent structure shall be permitted or located on any Lot nearer than fifty (50') feet from the front lot line or nearer than one hundred (100') feet from the rear lot line except that the rear set back requirement shall not apply to corrals, stables, swimming pools, tennis courts, servant's quarters and accessory buildings.

No building or other permanent structure located on said Lots shall be located nearer than twenty (20') feet to an interior property line. Provided, further, the interior property line set back shall not apply to corrals. As used in this paragraph C, the term "building" shall include the single family residence, servant's quarters, garage, carport, stables, corrals and all other structures except fences and walls.

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PLACE ESTATES, nor shall any exterior addition to, change or alteration thereof be made until the plans and specifications showing the nature, design, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing by the Architectural Control Committee as to the quality of workmanship and materials, as to harmony of external design with existing structures, as to location with respect to topography, and finish grade elevation and as to compliance with these restrictions.

B. On Lots 1 through 8 and the residential portion of Lot 9, fences and walls shall be constructed only at locations approved by the Architectural Control Committee. Fences and walls may be constructed of rock with or without wrought iron or masonry with or without wrought iron but shall not be made of any other materials. Side yard rock walls between residences shall decrease in height to not more than two (2') feet at a point not less than ten (10') feet further from the front property line than the house set back line provided, however, this restriction shall not pertain to walls constructed of rock with wrought iron or masonry with wrought iron. Any owner may enclose the front yard of his Lot so long as he uses rock with wrought iron, or masonry with wrought iron. No fence or wall shall be less than four (4') feet or more than six (6') feet in height except where a different height is expressly permitted herein.

C. All construction shall be done in strict accordance with the plans and specifications which have been approved by the

Architectural Control Committee. Any changes (including changes in location of the improvement on the Lot), additions to or deletions from, plans and specifications which have been approved by the Architectural Control Committee shall be re-submitted for the approval of the Committee in the manner herein prescribed. Prior to any construction on the Lot and after approval by the Architectural Control Committee, each Lot owner shall submit a grading plan to the City of El Paso and obtain a grading permit if applicable ordinances require this action to be taken.

D. The Architectural Control Committee shall be initially composed of Willis G. Schoemaker, 908 Arizona, El Paso, Texas 79903, and Teri S. Froetschel, 908 Arizona, El Paso, Texas 79903, and John Froetschel, 908 Arizona, El Paso, Texas 79903. Either a majority of the committee or the majority of any successors, whether one or more, may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither of the members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to these covenants. At any time after Lots 1 through 7, COUNTRY PLACE ESTATES, have been conveyed by Warranty Deed by Willis Construction Company to third persons or entities, or upon the death of Willis G. Schoemaker, whichever event occurs first, the then record owners

of a majority of the lots in COUNTRY PLACE ESTATES shall have the power and authority through a duly written instrument to change the membership of the Committee.

E. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove plans and specifications within thirty (30) days after complete plans and specifications have been submitted to it, the Committee's approval shall be deemed to have been given.

F. If any construction is commenced without the approval of the Architectural Control Committee and if no suit to enjoin or remove the construction has been commenced within sixty (60) days after completion of the construction, then the approval of the Architectural Control Committee shall be deemed to have been given.

G. WILLIS CONSTRUCTION COMPANY and the Architectural Control Committee shall have the power and authority,, but shall not be obligated, to enforce these Covenants, Conditions and Restrictions. No action shall be brought against WILLIS CONSTRUCTION COMPANY, nor against the Architectural Control Committee as a result of any action, or failure to take any action, on any of the matters required or authorized to either of them in these restrictive covenants.

H. The Architectural Control Committee shall have the power and authority to vary front set backs, not to exceed ten (10')

feet, so that variety and relief are created in the front set back lines along Hunters Glenn Street.

I. The Architectural Control Committee shall have the power and authority to allow minor variations (not to exceed ten (10%) percent of the requirement) from the building location restrictions and minimum sizes for buildings contained herein, if the Committee determines, acting with reasonable judgment, that such variations are in the best interest of COUNTRY PLACE ESTATES.

J. The granting by the Committee of any waiver or variance to any of the restrictions herein set out shall not constitute a waiver of the right of the Architectural Control Committee or any owner to insist upon full and strict compliance with these restrictions in all other instances.

VII.

EASEMENTS AND ON-SITE PONDING

A. Easements for the installation and maintenance of utilities are reserved over the Lots as shown on the aforesaid plat of COUNTRY PLACE ESTATES. No building or other permanent structure shall be erected on any easement other than a rock or masonry wall, provided however, said wall shall not impair the on-site ponding.

B. All Lots have been designed and are subject to on-site ponding of storm waters. These easements and ponding areas are shown on the subdivision plans which are on file with the office of the City Engineer of El Paso, Texas, and in the office of

WILLIS CONSTRUCTION COMPANY in El Paso, Texas. The street and Lot drainage cross-sections shown on such plans must be strictly adhered to.

C. The El Paso City Code requires that Lots designed for on-site ponding be subject to on-site ponding restrictions and, therefore, the following requirements shall apply:

1. The maximum depth of water that will cover the Lots after the design storms should be eight (8) inches;

2. Permanent markers shall be placed prior to occupancy at locations to establish the elevation to which the ponding area shall be maintained;

3. Elevation markers shall not be moved, covered or altered and no filling or changing the elevation of the lot shall be done to raise it above the elevation of the markers;

4. Inspectors and surveyors of the City shall have a permanent right of access for the purpose of checking the elevation markers;

5. No Owner shall do or permit any act which impairs the on-site ponding characteristics of his Lot;

6. Each Owner shall restore the original on-site ponding capacity of his Lot in the event it is actively or passively altered by a person or event;

7. No more than fifty (50%) percent of the area of land conveyed by the deed may ever be covered by improvements of any kind, either temporary; or permanent (house, driveways, patios, auxiliary buildings, landscaping having impermeable material under it, and so forth), which will shed stormwaters onto the Lot;

8. Each Owner of property utilizing on-site ponding by acceptance of his Deed, waives any claim or cause of action against the City, its officials or employees, for any death, injury or property damage resulting from alteration of the ponding capacity for that lot;

9. Each Owner is obligated to comply with any order of the City regarding the correction of any drainage problem on his Lot within fourteen (14) calendar days of being served with a notice in writing;

10. Enforcement of deed restrictions pertaining to on-site ponding shall be accomplished by injunctive relief without the requirement for bond or other security;

11. Any conveyance of any Lot subject to on-site ponding shall declare in conspicuous language in the deed that the property is subject to on-site ponding requirements, maintenance of elevation markers standing water on lot, ingress and egress for inspection and all other restrictions set forth in the El Paso City Code.

VIII.

ACCESS

Vehicular access to all Lots in COUNTRY PLACE ESTATES shall be from dedicated streets only.

IX.

INTERNATIONAL WATER AND BOUNDARY EASEMENT

Lots 1 through 8, inclusive, are subject to certain easement rights in favor of the United States of America (being exercised through its International Water and Boundary Commission. The area within each Lot which is subject to the said easement is shown on Exhibit "C" attached hereto and made part hereof. The easement rights in favor of the United States of America are set forth on Exhibit "D" attached hereto and made part hereof. Each owner of a Lot shall be bound by the terms of the said easement until such time, if ever, as the United States of America releases or modifies its rights thereunder. No permanent improvement shall be erected by any owner within that part of his Lot which is subject to said easement without the prior written consent of the United States of America. No owner shall make any use or suffer or

permit any use to take place on that part of his Lot which is subject to the easement, which use is in derogation of the rights of the United States of America, without its prior written consent.

X.

TERM

These Covenants, Conditions and Restrictions shall run with the land and shall be binding upon all Owners, their heirs, legal representatives, successors and assigns, subject to the amendment rights specified in Article XIV for a period of thirty-five (35) years from and after the date these Covenants, Conditions and Restrictions are recorded in the deed records of El Paso County, Texas. After such time, these Covenants, Conditions and Restrictions shall be automatically extended for successive periods of ten (10) years each until an instrument signed by the then owners of a majority of the lots in COUNTRY PLACE ESTATES has been recorded in the Deed Records of El Paso County, Texas agreeing to change these covenants in whole or in part. Provided, however, the covenants, conditions, and restrictions pertaining to land use limitations on Lot 9 contained herein may only be amended, revised, or modified by a written instrument approved and executed by the City of El Paso. Any attempt to amend, revise or modify said use restrictions without the prior written consent of the City shall be void.

XI.

ENFORCEMENT

A. If any person, firm or corporation shall violate, attempt to violate, or threaten to violate any of these Covenants, Conditions and Restrictions, during the term hereof then the owner of any interest in any property in COUNTRY PLACE ESTATES, or the Architectural Control Committee, may prosecute by law, or bring proceedings in equity, to prevent such violation, threatened violation or attempted violation of these covenants.

B. If any suit for injunction is brought for the enforcement of these Covenants, Conditions and Restrictions, no bond or other security shall be required of the party bringing such action in order to secure the issuance of a temporary restraining order, temporary injunction or final injunction.

C. All costs of such actions or proceedings, including reasonable attorney's fees, shall be chargeable to and assessed against the person, firm or corporation who has violated, threatened to violate, or attempted to violate any of these covenants.

D. The City of El Paso shall have the right to enforce, by any proceeding at law or equity, all restrictions and conditions now or hereafter imposed by the provisions of this declaration pertaining to the land use restrictions on Lot 9. Failure or delay to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter.

XII.

SEVERABILITY

The invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

XIII.

MAINTENANCE OF MEDIAN

Each Lot owner shall automatically be a member of the Country Place Community Association. Owner shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of COUNTRY PLACE UNIT I, COUNTRY PLACE UNIT II, and COUNTRY PLACE ESTATES (as now or hereafter replatted) including contract sellers, but excluding those having an interest merely as security for the performance of an obligation. The sole purpose of the Country Place Community Association is to maintain that portion of the median on Hunters Glenn Street which is landscaped so that at all times such landscaping is properly watered, mowed, trimmed, replanted and at all times in a neat an attractive condition. Each Lot owner shall pay annually to Country Place Community Association a fractional part of the total cost of properly maintaining the landscaped portion of the median not later than thirty (30) days after being billed. Each Lot owner's fractional part shall be determined as follows: The denominator shall be one (1) and the numerator shall be the total number of Lots in COUNTRY PLACE UNIT I, COUNTRY PLACE UNIT II AND COUNTRY

PLACE ESTATES (including lots created by replatting). The assessment imposed for maintenance on each Lot owner herein shall, together with interest, costs and reasonable attorney's fees be a charge on each lot owner's Lot and shall be a continuing lien upon the property against which such assessment is made. Each such assessment shall also be a personal obligation on each Lot owner, whether one or more. A Lot owner's portion of the total cost of maintaining the landscaped portion of the median, herein referred to as an assessment, shall bear interest at the rate of eight percent (8%) from its due date. The Association may bring an action at law against the Lot owner personally obligated to pay the same or foreclose the lien against the Lot. The lien for the assessment provided herein shall always be subordinate to the lien of any first mortgage.

The business and affairs of Country Place Community Association shall be managed by a Board of Directors composed of three directors elected for one year terms or until their successors have been duly elected. Directors need not be Lot owners and shall be elected by a majority vote of the Lot owners present at a meeting at which a quorum is present. The annual meeting for the election of directors and transaction of other business shall be on the second Wednesday during the month of April beginning at 7:00 p.m. at such place as the Board of Directors shall direct in El Paso, Texas, and thereafter, to be held each year at such place and at such time as decided by a majority vote of the Board of

Directors. The Board of Directors shall have full power and authority to assess and bill Lot owners for their portions of the maintenance of the landscaping on Hunters Glenn Street at intervals more frequent than annually if, in the opinion of the majority of the Board, annual assessments and billings are impractical. The total assessment shall also include the reasonable and necessary expenses of the Country Place Community Association in carrying out its affairs such as office supplies and the like. The Board of Directors shall enter into agreements with independent contractors to maintain the landscaped portion of the median on Hunters Glenn Street as the majority of the Board sees fit. The Board of Directors shall at all times endeavor to keep the cost of maintaining the landscaped portion of the median to a point as low as is consistent with fulfilling the obligations specified herein.

XIV.

AMENDMENT

Until Lots 1 through 8 inclusive, COUNTRY PLACE ESTATES, have been conveyed by Willis Construction Company by Warranty Deed to third persons or entities, Willis Construction Company shall have the sole and exclusive right, power and authority to amend these Covenants, Conditions and Restrictions, except with respect to Article XIII and any provision dealing with Lot 9, without the consent of any other Lot Owner. No amendment shall be effective until recorded in the Deed Records of El Paso County, Texas. After Lots 1 through 8, inclusive, COUNTRY PLACE ESTATES, have

been conveyed as aforesaid, then these Covenants, Conditions and Restrictions may be amended upon the consent of the Owners of 90% of the Lots in COUNTRY PLACE ESTATES. No amendment shall be effective until recorded in the Deed Records of El Paso County, Texas.

XV.

REPLAT OF LOT 8 AND THE RESIDENTIAL PORTION OF LOT 9

Willis Construction Company, and any assignee who purchases the entirety of Lot 8 and/or the entirety of the residential portion of Lot 9 shall have and hereby reserves the right to replat Lot 8, and/or the residential portion of Lot 9, Block 1, COUNTRY PLACE ESTATES, into such a number of smaller lots as is permitted by the El Paso City Code on the date this Declaration is recorded in the Deed Records of El Paso County, Texas, without the consent of or notice to any other Lot Owner of COUNTRY PLACE ESTATES. In this connection, each Lot Owner of COUNTRY PLACE ESTATES hereby designates and appoints Willis Construction Company or its assignee as described above as his, her, its or their attorney-in-fact for the limited purpose of consenting to the replatting of Lot 8 whenever consent is required to be evidenced under applicable Texas statutes or the El Paso City Code. This right, authority and power to replat without consent or notice and the appointment of Willis Construction Company or its assignee as described above as attorney-in-fact shall automatically terminate when Willis Construction Company or its assignee as described

above has conveyed by General Warranty Deed Lots 1 through 8, COUNTRY PLACE ESTATES. As the holder of a limited Power of Attorney as described above, Willis Construction Company or its assignee as described above shall be bound to act only as it determines to be in the best interest of COUNTRY PLACE ESTATES using its sole and absolute discretion in this regard.

DATED this 25 day of April, 1990.

WILLIS CONSTRUCTION COMPANY

By: _____
Willis G. Schoemaker, President

STATE OF TEXAS)
)
COUNTY OF EL PASO)

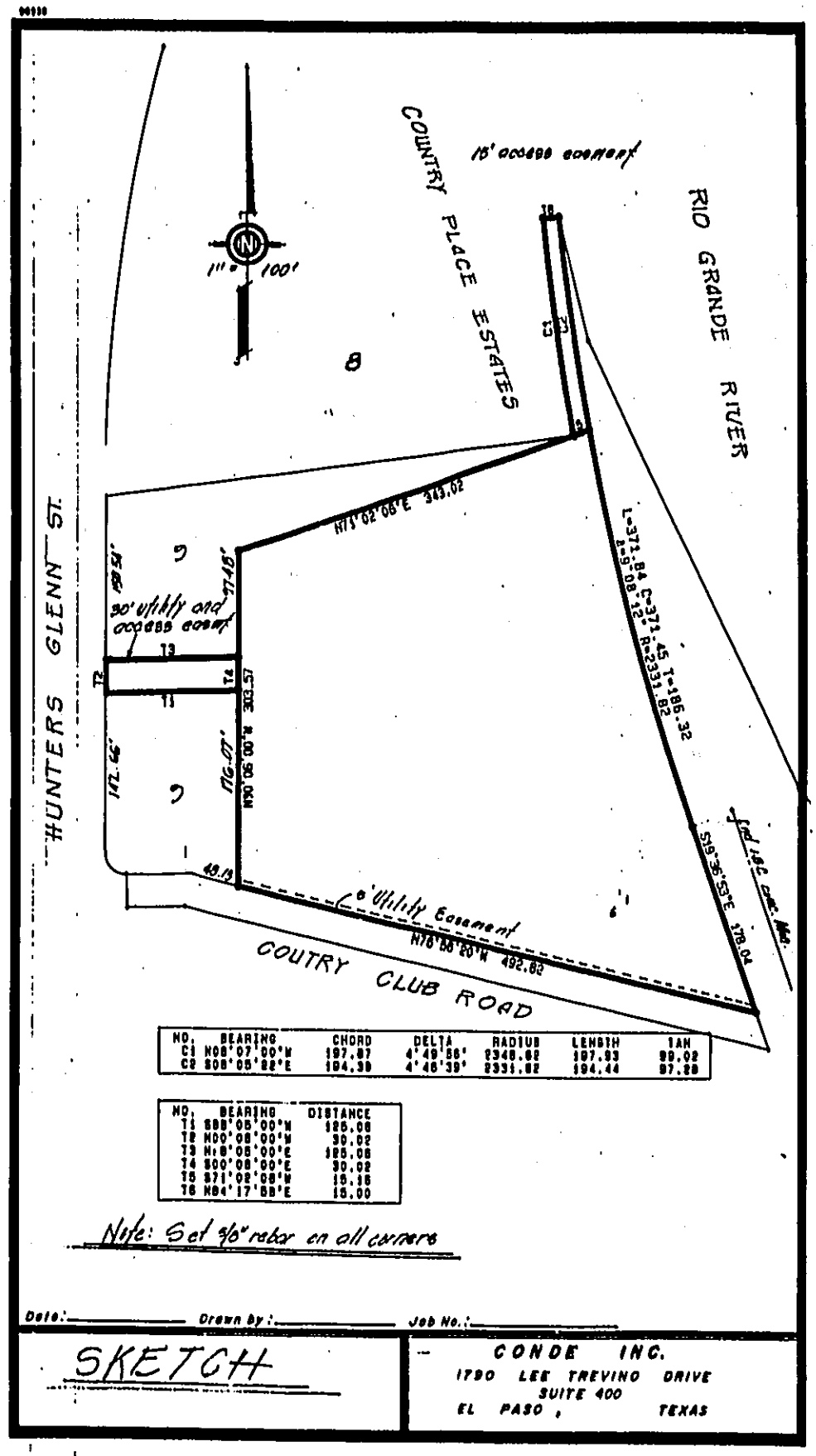
BEFORE ME, the undersigned authority, on this day personally appeared WILLIS G. SCHOEMAKER, President of WILLIS CONSTRUCTION COMPANY, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the 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 OFFICE, this 25 day of April, 1990.

_____
Notary Public, State of Texas

HECTOR F. BARRAZA
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. Jan. 18, 1993

cov.5



NO.	BEARING	CHORD	DELTA	RADIUS	LENGTH	TAN
C1	N08°07'00"W	197.87	4°49'56"	2348.82	197.93	99.02
C2	S08°05'82"E	194.39	4°46'39"	2331.82	194.44	97.28

NO.	BEARING	DISTANCE
T1	S88°05'00"W	185.08
T2	N00°08'00"W	30.02
T3	N:8°05'00"E	185.08
T4	S00°08'00"E	30.02
T5	S71°02'08"W	15.16
T6	N84°17'58"E	15.00

Note: Set 5/8" rebar on all corners

Date: _____ Drawn By: _____ Job No.: _____

SKETCH

CONDE INC.
1790 LEE TREVINO DRIVE
SUITE 400
EL PASO, TEXAS

EXHIBIT "A"

2173 0499

Beginning at the centerline intersection of Crossbend Court and Hunters Glenn Street; Thence North 00 deg. 06' 00" West a distance of 166.50 feet; Thence North 89 deg. 54' 00" East a distance of 30.00 feet; Thence North 82 deg. 04' 15" East a distance of 453.82 feet to thE "POINT OF BEGINNING";

Continued on next page

Thence 371.84 feet along the arc of a curve to the left whose interior angle is 9 deg. 08' 12", whose radius is 2331.82 feet, whose chord bears South 15 deg. 02' 48" East a distance of 371.45 feet to a set 5/8" rebar;

Thence South 19 deg. 36' 53" East a distance of 178.04 feet to a set 5/8" rebar;

Thence North 76 deg. 56' 20" West a distance of 492.82 feet to a set 5/8" rebar;

Thence North 00 deg. 06' 00" West a distance of 303.57 feet to a set 5/8" rebar;

Thence North 71 deg. 02' 06" East a distance of 343.02 feet to a set 5/8" rebar and being the "POINT OF BEGINNING" and containing 162,460.00 square feet or 3.730 acres of land more or less.

EXHIBIT "B"

2173 0500

COUNTRY PLACE ESTATES

Being all of tracts 58 and 14, portions of tracts
4A, 5A, 5B2, 6A, 13 and 15 of Block 7 UPPER VALLEY SURVEYS
And portions of tracts 22, 23 and 24 of S.R.& M.G. R.R. Survey No 2
City of El Paso, El Paso County, Texas
Containing : 16.433 Ac.

2173 0501

EXHIBIT "

Scale: 1"=100'

RIO GRANDE RIVER

LEVEE ROAD

COUNTRY CLUB ROAD

NEW MEXICO
TEXAS

Place— Unit Two

Country Place — Unit One

Scale: 1"=600'

THIS PLAT IS NOT RECORDED

EASEMENT

THE STATE OF TEXAS I
COUNTY OF EL PASO I KNOW ALL MEN BY THESE PRESENTS:

That We, Abby B. Stevens, Individually and as Independent Executrix of the Estate of Horace B. Stevens, Deceased; Charles B. Stevens and wife, Emma R. Stevens, all of the County of El Paso, State of Texas, for and in consideration of the sum of Thirty and No/100 Dollars ($30.00) to us in hand paid by the United States of America, pursuant to the Act of August 29, 1935 (49 Stat., 961), the Act of June 4, 1936 (49 Stat., 1463), and acts amendatory thereof and supplementary thereto, the receipt of which is hereby acknowledged andconfessed, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the United States of America and its assigns, a permanent right and easement to enter and re-enter in and upon the land and premises hereinafter described for the purpose of constructing, operating and maintaining:

(1) Suitable protective works for the purpose of preventing erosion along and adjacent to the banks of the Rio Grande, and the right to use the land between the levee and the Rio Grande as a floodway for handling, flowing, carrying and controlling flood and drainage water or waters, together with the right to clear, grub and plow said land, and maintain the same free of natural or artificial obstructions except such structures as may hereafter be constructed or maintained by the Grantors, their heirs and assigns, at locations and in accordance with plans approved by the American Commissioner of the International Boundary Commission, United States and Mexico, or his representative;

(2) Suitable levees, together with the right to use so much of said land from the easterly side of such levees, for borrow in connection therewith, and the right to construct and maintain thereon suitable roadways, fences, gates, cattle guards, telephone lines, ramps, and road crossings or other structures in connection with the operation and maintenance of said levees, as the United States and its assigns may from time to time deem necessary;

(3) Channel improvements, enlarging, deepening and straightening the channel which carries the normal river flow including the removal of sand bars and other obstructions, and the installation of suitable revetment works where necessary to secure or maintain regular and uniform alignment and section, in accordance with plans approved by the American Commissioner, International Boundary Commission, United States and Mexico, or his representative,

on the tract hereinafter described as follows, to-wit:

Land Section
File No. 422-1

A tract of land situate, lying and being in El Paso County, Texas, it being parts of Tracts 22, 23, and 24 of the Partition Plat of S.A.& M.G. R. R. Company Survey No. 259, made by R. J. Owen, September 28, 1916, as well as all of Tract 20, Block 5, Upper Valley, El Paso County Records, and more particularly described as follows (all bearings, except the County re-survey bearings, hereinafter mentioned being in relation to a true meridian established by the In-

EXHIBIT "D"

2173 0502

046280

FILED FOR RECORD

90 MAY 2 P 3:02

COUNTY CLERK
EL PASO COUNTY, TEXAS

Ilana R. Valenzuela

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

2173 0503

STATE OF TEXAS
COUNTY OF EL PASO

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

MAY 2 1990

COUNTY CLERK
EL PASO COUNTY, TEXAS

CLERK El Paso County, Texas

William M. Stewart, Ltd.
6320 Gateway East #101
El Paso, TX 79905