

95058

RESTRICTIVE COVENANTS FOR
COUNTRY PLACE
UNIT II

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:

Lots 42 through 61, Block 1A, Lots 1 through 16, Block 2, Lots 1 through 17, Block 3, Lots 1 through 25, Block 4, all inclusive, all in COUNTRY PLACE UNIT II, El Paso County, Texas, according to the map and plat thereof on file in Volume 54; Page 32, of the Plat Records of El Paso County, Texas, hereinafter called COUNTRY PLACE SUBDIVISION;

does hereby apply the following restrictions on COUNTRY PLACE SUBDIVISION, which restrictions 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 SUBDIVISION and their respective heirs, successors and assigns forever.

I.

These restrictions are adopted for the purpose of providing for the orderly development and use of COUNTRY PLACE SUBDIVISION and for the purpose of protecting the value and desirability of COUNTRY PLACE SUBDIVISION as a residential neighborhood. These restrictions shall inure to the benefit of each owner of a lot within COUNTRY PLACE SUBDIVISION. These restrictions take the place of any other restrictions which have heretofore been placed on the property which is now platted as COUNTRY PLACE SUBDIVISION.

II.

LAND USE

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

B. COUNTRY PLACE SUBDIVISION shall be used for single family residential purposes only. No portion of COUNTRY PLACE SUBDIVISION shall be used

1026-0708

~~1950 0000~~

for any trade, business, profession or occupation of any nature whatsoever.

C. No noxious, offensive, illegal or immoral activities shall be carried upon any part of COUNTRY PLACE SUBDIVISION nor shall anything be done which shall constitute a nuisance or annoyance to the neighborhood.

D. 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 SUBDIVISION either on a temporary or permanent basis. Provided, however, recreational vehicles, such as trailers, motor homes, campers and boats, may be stored (but not used for residential or storage purposes) on a lot so long as the recreational vehicle is more than 70 feet from the front lot line.

E. There are no irrigation water rights in COUNTRY PLACE SUBDIVISION. The rights to irrigation water have been transferred to the El Paso County Water Improvements District.

III.

ANIMALS

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

IV.

GARBAGE AND REFUSE DISPOSAL

A. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except 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 lot other than one detached single family dwelling not to exceed two stories in height, together with the private garage and servants' quarters to service said single family residence. All garage and servant's quarters shall be no more than two stories in height and shall conform in exterior design to the single family dwelling.

B. The ground floor area of the single family dwelling, (exclusive of one story open porches and garages or carports) shall not be less than 1800 square feet on lots 1 through 20, Block 1, inclusive, and not less than 1800 square feet on Lots 21 through 41, Block 1, inclusive. In the case of a two story residence, ground floor area shall not be less than 1500 square feet.

The Architectural Control Committee shall have the authority to approve less than these minimum requirements not to exceed ten percent (10%).

C. No building shall be located on any lot nearer than 25 feet from the front lot line nor nearer than 35 feet from the rear lot line. No building shall be located nearer than 6 feet to an interior property line except that a minimum 15 foot side yard shall be required for a side yard abutting on a side street. As used herein the term "building" shall include the single family residence, garage, carport, servants' quarters, and all other structures except fences. The Architectural Control Committee shall have the power to require additional front set backs not to exceed 10 feet additional set back so that variety and relief are created in the front set back line.

D. The Architectural Control Committee shall have the power to allow variations from the building location restrictions and minimum sizes for building sites contained herein, so long as the variations do not, in the opinion of the Committee, affect the character of COUNTRY PLACE SUB-DIVISION.

VI.

ARCHITECTURAL CONTROL

A. No building, fence, wall or other structure shall be commenced, erected or maintained in COUNTRY PLACE SUBDIVISION 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. Fences and walls shall be constructed only at locations approved by the Architectural Control Committee. Rock walls along side street property lines shall be set back a minimum of 10' from said property line. Side yard rock wall between houses shall terminate at a point not less than 10' further from the front property line than the house set back line. The owner of each lot abutting the Schultz Lateral and Rio Grande River shall construct a six foot rock wall inside the property line and along the entire rear width of said lot. Lots abutting the Schultz Lateral are identified as Lots 48, 49, and 61 Block 1A, and Lots 1 through 9, Block 3, COUNTRY PLACE UNIT II. Lots abutting the Rio Grande River are Lots 10, 11, 21, and 22, Block 4, COUNTRY PLACE UNIT II.

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.

D. The Architectural Control Committee is composed of Willis G. Schoemaker, 3434 Hondo Pass, El Paso, Texas, 79904, Micheal Bunger, 4849 N. Mesa, El Paso, Texas, 79912, and Arthur C. Burdick, 4849 N. Mesa, El Paso, Texas, 79912. A majority of the Committee 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 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, the then record owners of a majority of the lots in COUNTRY PLACE SUBDIVISION shall have the power 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 within sixty (60) days after plans and specifications have been submitted to it, the Committee's approval will not be required.

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 not be required.

G. WILLIS CONSTRUCTION COMPANY and the Architectural Control Committee shall have the power, but shall not be obligated, to enforce these restrictive covenants. 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 powers herein granted to the Architectural Control Committee shall be exercised by the Committee as it shall in its sole discretion think best. 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 Committee or any owner to insist upon full and strict compliance with these restrictions in all other instances.

VII.

EASEMENTS

A. Easements for the installation and maintenance of utilities and drainage facilities are reserved over the lots as shown on the aforesaid plat of COUNTRY PLACE SUBDIVISION. No building shall be erected on any easement.

B. All lots are subject to on-site ponding of storm waters and easements for the drainage and ponding of storm waters. These easements and ponding areas are shown on the street and subdivision drainage plan which is 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.

VIII.

SIGHT DISTANCE AT INTERSECTIONS

No hedge, shrub or planting which obstructs sight lines at elevations between three and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection

of the street property lines extended. No tree shall be permitted to remain within such distances of an intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

IX.

ACCESS

Vehicular access to all lots in COUNTRY PLACE SUBDIVISION will be from dedicated streets only. Lots 1 through 5, Block 1, and backing up to Country Club Road, shall have access only from Crossbend or Hunters Glenn.

X.

TERM

These covenants are to run with the land and shall be binding for a period of thirty-five (35) years from and after the date these covenants are recorded in the Deed Records of El Paso County, Texas. After such time, these covenants 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 SUBDIVISION ^{ARTICLES I and II,} has been recorded in the Deed Records of El Paso County, Texas agreeing to change these covenants in whole or in part.

XI.

ENFORCEMENT

A. If any person, firm or corporation shall violate, attempt to violate, or threaten to violate any of these covenants, during the term hereof then the owner of any interest in any property in COUNTRY PLACE SUBDIVISION, 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, 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.

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 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 the subdivision, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation. The 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 and attractive condition. Each lot owner shall pay annually to Country Place Community Association one-one hundred nineteenth (1/119) of the total cost of properly maintaining the landscaped portion of the median not later than thirty (30) days after being billed. 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

1025-0714

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 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.

COUNTRY PLACE

COUNTRY PLACE UNIT II is part of a 60.007 acre parcel of land more particularly described by metes and bounds in Exhibit A attached hereto and made a part hereof. In the event WILLIS CONSTRUCTION COMPANY develops all or any part of such additional land in Exhibit A for residential purposes under a plan to enlarge the present development of COUNTRY PLACE UNIT II, then in such event, the additional land so developed shall be fully and completely subject to the Restrictive Covenants herein and there shall be only one Community Association to maintain the median of Hunters Glenn Street, It is expressly provided however, that as each addition to COUNTRY PLACE UNIT II is approved by the City of El Paso and the plat filed for record, from that latter date each lot owner's obligation to Country Place Community Association shall be reduced from one-one hundred nineteenth (1/119), as provided in Paragraph XIII, to a fraction where the numerator is one (1) and the denominator is equal to

the total number of lots of the entire development, and further reduced as additional lots become part of the overall development in the same manner as provided above.

This paragraph shall become effective upon the filing by WILLIS CONSTRUCTION COMPANY of an affidavit in the Deed Records, in El Paso County, Texas, that it is developing such additional land described in Exhibit A, for residential purposes under a plan to enlarge the present development of COUNTRY PLACE UNIT II.

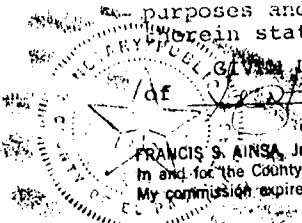
DATED THIS 14 day of September, 1979.

WILLIS CONSTRUCTION COMPANY

By Willis G. Schoemaker
Willis G. Schoemaker
President

STATE OF TEXAS X
COUNTY OF EL PASO X

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 OF OFFICE, this 14th day of September, 1979.

FRANCIS S. AINSA, Jr., Notary Public
in and for the County of El Paso, Texas
My commission expires June 30, 1980

Francis S. Ainsa, Jr.
Notary Public, El Paso County, TX

APPROVED AND JOINED IN BY THE UNDERSIGNED:

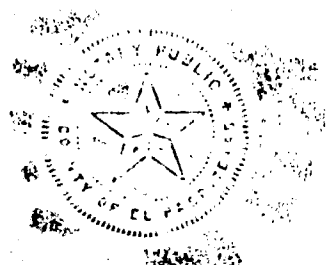
SCHAEFER-BURDICK HOMES, INC.

By Arthur C. Burdick, Jr.
Arthur C. Burdick, Jr.
President

STATE OF TEXAS
COUNTY OF El Paso

BEFORE ME, the undersigned authority, on this day personally appeared Arthur C. Burdick, Jr. President of SCHAEFER-BURDICK HOMES, INC., 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 OF OFFICE, this 14th day of September, 1979.



Notary Public, El Paso County, TX

Ollie M. Mennin
My commission expires May 8, 1981

Ollie M. Mennin

1026-0716

Being a Portion of tracts 4, 5B, 6, 13, & 15, block 7
Upper Valley Surveys
El Paso County, TEXAS
Prepared for Hillis Construction
September 12, 1977

Property Description

Description of a parcel of land being a portion of Tracts 4, 5B, 6, 13 & 15, Block 7, Upper Valley Surveys, El Paso County, Texas & being more particularly described by metes and wounds as follows to wit;

Beginning at a point, said point being the intersection of the northerly right-of-way of Country Club Road with the easterly line of the Shultz Lateral;

Thence North $00^{\circ}06'00''$ West along said lateral a distance of 3114.50 feet;

Thence North $89^{\circ}26'00''$ East a distance of 1040.00 feet;

Thence South $38^{\circ}41'00''$ West a distance of 319.60 feet;

Thence South $03^{\circ}11'00''$ West a distance of 201.70 feet;

Thence North $89^{\circ}43'00''$ East a distance of 423.36 feet;

Thence South $08^{\circ}37'26''$ West a distance of 806.82 feet;

Thence South $89^{\circ}43'00''$ West a distance of 267.23 feet;

Thence South $15^{\circ}35'00''$ East a distance of 18.66 feet;

Thence South $89^{\circ}43'00''$ West a distance of 57.60 feet;

Thence South $02^{\circ}02'00''$ East a distance of 349.53 feet;

Thence South $89^{\circ}44'34''$ West a distance of 11.04 feet;

Thence 258.45 feet along the arc of a curve to the right whose interior angle is $18^{\circ}39'26''$, whose radius is 793.69 feet and whose chord bears South $09^{\circ}04'17''$ West a distance of 257.31 feet;

Thence South $18^{\circ}24'00''$ West a distance of 410.00 feet;

Thence 481.75 feet along the arc of a curve to the left whose interior angle is $18^{\circ}30'00''$, whose radius is 1492.00 feet and whose chord bears South $9^{\circ}89'00''$ West a distance of 479.66 feet;

Thence South $00^{\circ}06'00''$ East a distance of 323.22 feet;

Thence 31.94 feet along the arc of a curve to the left whose interior angle is $91^{\circ}30'00''$, whose radius is 20.00 feet and whose chord bears South $45^{\circ}51'00''$ East a distance of 28.65 feet;

Thence South $01^{\circ}36'00''$ East a distance of 30.00 feet;

Thence South $88^{\circ}24'00''$ West a distance of 583.51 feet to the POINT OF BEGINNING and containing in all 2,616,970.98 square feet or 60.077 acres of land more or less.

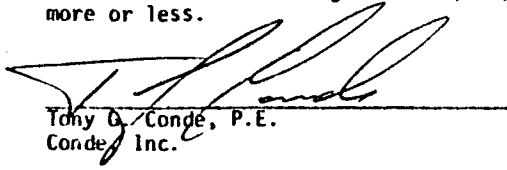

Tony G. Conde, P.E.
Conde, Inc.

EXHIBIT "A"

1026-0717

~~1026-0002~~

1026-0718

1026-0718

12 2088 - 31.00
95058

FILED FOR RECORD

179 SEP 28 PM 4 20

James D. [Signature]

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, El Paso County, Texas.

SEP 28 1979



[Handwritten signature]

COUNTY CLERK, El Paso County, Texas

Return To *Frank Ainsworth*
U.S. Post Office
El Paso, Texas *79901*