

PROTECTIVE COVENANTS
AMERICAS ESTATES UNIT ONE REPLAT B
ACCESSORY COVENANTS TO THE MASTER LAND USE COVENANTS,
CONDITIONS AND RESTRICTIONS AND THE COLONY PARTNERS EAST, LP
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS
COUNTY OF EL PASO

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS: THAT NORTHTOWNE VILLAGE JOINT VENTURE, the Owners of all blocks in AMERICAS ESTATES UNIT ONE REPLAT B, El Paso County, Texas, according to the map and plat of AMERICAS ESTATES UNIT ONE REPLAT B, prepared by BROCK AND BUSTILLOS INC., Surveyor, do hereby agree that the following restrictions, reservations, and conditions shall follow the land and shall be binding upon NORTHTOWNE VILLAGE JOINT VENTURE, as well as any and all subsequent owners and lessees of the land, to wit:

PART B. AREA OF APPLICATION

B-1 FULLY PROTECTED RESIDENTIAL AREAS

The residential area covenants in Parts C in their entirety as applicable shall apply only to the residential lots in AMERICAS ESTATES UNIT ONE REPLAT B. All lots in the subdivision will be for residential use only and are covered by these covenants.

PART C. RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE

All lots in AMERICAS ESTATES UNIT ONE REPLAT B, as set forth in Paragraph B-1, shall be used for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half stories in height and a private garage or carport or not more than four cars. Covered space shall be provided on the lots to accommodate at least two motor vehicles for each dwelling unit. This provision shall not prevent the construction of servant's quarters as part of the garage.

C-2 ARCHITECTURAL CONTROL

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and the plans showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

C-3 DWELLING SIZE

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 2000 square feet for a one-story dwelling nor less than 800 square feet for a dwelling of more than one story, provided, however, that the total combined square footage of a dwelling of more than one story shall be not less than 2000 square feet. In dwelling of split-level design, the combined area of ground floor area and the below ground area shall be considered as ground floor area of the main structure.

C-4

BUILDING LOCATION

(A) No building shall be located on any lot nearer 20 feet, nor more than 50 feet from the front lot line, and the distance between buildings shall be minimum of 10 feet. For the purpose of these covenants eaves, steps, and fireplace projections, and windows or other such decorative features, and open porches or open carports shall not be considered as a part of a building, provided, however, that this shall not be considered to permit any portion of a building on a lot to encroach upon another lot.

(B) No dwelling shall be located on any interior lot nearer to its rear property line than which is permitted by the County of El Paso. Should any dwelling be faced on a side street, then same shall be set back at least 20 feet from said street. For the purpose of the covenant, eaves, steps, and fireplace projections and window projections or other such decorative features, shall not be considered as part of the building: provided, however, that this not be construed to permit any portion of a building on a lot to encroach upon another lot. A 2% variance shall be permitted on all stated minimum sizes and distances in order to protect the builder from field measurement errors or differences of opinions.

C-5

LOT AREA AND WIDTH

On all residential lots in AMERICAS ESTATES UNIT ONE REPLAT B no dwelling shall be erected or placed or permitted to remain on any lot having a width of less than 50 feet at the buildings setback line, nor shall any dwelling be erected or placed on any lot having an area less than 5,000 square feet, except where the plat of AMERICAS ESTATES UNIT ONE REPLAT B shows a lesser width or area.

C-6

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or plats.

C-7

NUISANCES

No obnoxious or offensive activity shall be carried on upon any lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent shack, garage, barn or other outbuilding shall be erected or placed on any lot or used on any lot any time as a residence, either temporarily or permanently; nor shall any house trailer or mobile home be permitted to be stored upon a lot except in the back or rear yard.

C-9

FENCES AND GARDEN WALLS

No fence or garden wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line, except that on corner lots a fence may be placed along the rear lot line from the interior lot line to the side street property line and forward along the side street property line not further than to within 10 feet of the dwelling. Masonry fences only shall be permitted along the side yards of corner lots where such side yards abut on a side street. All other rear yard walls, unless of masonry construction, must be approved by the Architectural Control Committee prior to the installation of such walls. In no event shall any chicken wire fence be placed on any lot.

C-10

SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or sign used by a builder to advertise the property during the construction and sale period.

C-11

LIVESTOCK POULTRY

No animal, 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.

C-12

GARBAGE AND REFUSE DISPOSAL

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 material shall be kept in a clean and sanitary condition.

C-13

COMPLETION OF STRUCTURE

Any structure once commenced shall be completed as to exterior in accordance with the provisions of these restrictions in not more than 360 days from the date of commencement.

C-14

OIL AND MINNING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, and tunnels, mineral permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

C-15

SIDEWALKS

Every person constructing a residence on any lot in said subdivision shall also place a minimum four-foot sidewalk across the front of the lot or front and long side yards of corner lots and sidewalks/hike bike lane as applicable along street rights of way behind the rear wall on double front lots and on the side of each corner lot.

C-16

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall hedge, or shrub planting which obstructs sight lines at elevations from the ground and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property line extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with edge of a driveway or alley pavement; maintained at sufficient height to prevent obstruction of such sight lines. This provision shall not be applicable to retaining walls when such walls are necessary for such lot use.

C-17

MAINTENANCE

The exterior of all structures and all walks, fences, driveways, lawns and landscaping shall be maintained in good order, repair and conditions.

PART D.

ARCHITECTURAL CONTROL COMMITTEE

D-1

MEMBERSHIP

The Architectural Control Committee shall be composed of ROBERT L. BOWLING III, ROBERT L. BOWLING IV, RANDALL J. BOWLING and GREGORY B. BOWLING. A majority of the committee may designate a representative of the committee to act for it. In the event of death or resignation of any member of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of the majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2

PROCEDURE

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 the plans within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

D-3

MEMBER'S COMPENSATION AND LIABILITY

None of the members of the Committee or its designated representative shall be entitled to any compensation for service performed pursuant to these covenants. Architectural control of construction, being largely subjective in nature, the action or non-action by the members of the Committee is charged with the responsibility of enforcement of these provisions. The enforcement of architectural control provision by any aggrieved party shall be provided for in Section E-3 below, and shall be pursued solely against the person or persons allegedly violating or attempting to violate the provisions and standards specified in these covenants. The members of the Architectural Control Committee shall not be proper parties to such action.

D-4

TERMINATION OF INITIAL MEMBERSHIP

Any member of the Architectural Control Committee may resign by filing written notice hereof in the public record of El Paso County, Texas. After dwelling units have been built upon 100% of the lots, the membership of any of those persons named in D-1 who are still members of the Architectural Control Committee shall automatically terminate without action or resignation by such initial members. The resulting vacancy or vacancies thereafter occurring shall be filled by vote of the majority of the owners of the subdivision. Successors to membership in the Architectural Control Committee shall be named in an instrument executed and acknowledged by a majority of its then members. Such instruments shall be recorded in the public records of El Paso County, Texas.

PART E.

GENERAL PROVISIONS

E-1

TERM

These covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded. Part C residential area covenants, may be changed at any time by a majority of the then owner of the lots.

E-2

AMENDMENT

This Declaration of Covenants may be amended by a document excited by seventy-five percent of the owners of the lots affected by this Declaration and recorded in the Real Property Records of El Paso County, Texas. However, any amendment to the residential density covenants or any amendment changing the land used, must also be approved by the City Council of the City of El Paso.

E-3

ENFORCEMENT

These covenants shall run with the land in favor of and enforceable by any owner of any lot (portion thereof) the subdivision or the holder of any first lien mortgage on any such lot or portion thereof provided that the City of El Paso shall be entitled to enforce the residential density covenants contained in Paragraph C-1 herein. Enforcement shall be by procedure at law or equity against any person or person violating or attempting to violate any covenant shall be charged with all cost of suit, including reasonable attorney's fee. The authority to seek enforcement of these covenants is limited to Owners of lots, which are subject to and protected by the terms of the covenants and the City of El Paso. Failure or delay to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter.

E-4

SEVERABILITY

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

E-5

CONSTRUCTION AND DEVELOPMENT STANDARDS

In the event of any conflict between the provisions of these Protective Covenants and the applicable Rules and Regulations of the County of El Paso and the City of El Paso (ETJ), the Master Land Use Covenants, Conditions and Restrictions of record in Volume 4786, Page 1847, Real Property Records of El Paso County, Texas and Declaration of Covenants, Conditions and Restrictions of record in Volume 4786, Page 1912, Real Property Records of el Paso County, Texas, the most restrictive of the provisions will govern or control.

NORTHTOWNE VILLAGE JOINT VENTURE, herein evidence their consent for the foregoing covenants to apply to the property as herein set out.

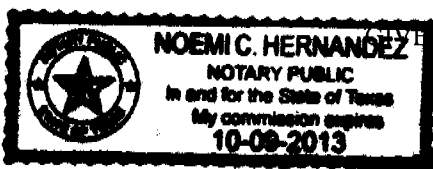
EXECUTED THIS 25th day of AUG, 2010

By: *Robert L. Bowling III*
NORTHTOWNE VILLAGE JOINT VENTURE
ROBERT L. BOWLING III, Manager

THE STATE OF TEXAS

COUNTY OF EL PASO

BEFORE ME, the undersigned authority, on this day, personally appeared ROBERT L. BOWLING III, knows 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.



WITNESSED UNDER MY HAND AND SEAL OF OFFICE, this 25th day of Aug, 2010

Noemi Hernandez

Doc# 20100075792
#Pages 5 #NFPages 1
11/2/2010 9:27:36 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$27.00

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



EL PASO COUNTY, TEXAS

Delia Briones

