

#105
25 Aug 60

Doc# 20020061461

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
RIVER RUN ESTATES
EL PASO, TEXAS**

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

TABLE OF CONTENTS

	Page
1. RECITALS AND DEFINITIONS	
1.1 Owner	4
1.1 Subdivision	5
1.2 Lot	5
1.3 Association	5
1.4 Member	5
1.5 Board of Directors	5
1.6 Mortgage	5
1.7 Mortgages	5
1.8 Rules and Regulations	5
2. REQUIREMENTS FOR LAND USE AND CONSTRUCTION	5
2.1 Single-Family Residential Lots	6
2.2 Setbacks	6
2.3 Re-subdividing	6
2.4 Temporary Structures	6
2.5 Minimum Size	7
2.6 Garages	7
2.7 Multi-Family Structures	7
2.8 Animals	7
2.9 Offensive Conduct	8
2.10 Commercial Activities	8
2.11 Second Hand Structures	8
2.12 Fences/Rear Access Gates	8
2.13 Ordinances	9
2.14 Architectural Styles	9
2.14.1 Materials	10
2.14.2 Color	10
2.14.3 Roof Form, slope and Shape	10
2.14.4 Facades, Cantilevers, Arches	10
2.14.5 Roof-mounted Equipment	11
2.14.6 Porches, Portals and Patios	11
2.15 Landscaping/Exterior Lighting	11
2.16 Exceptions	11
2.17 Building Time Requirements	12
2.17.1 Commencement	12
2.17.2 Termination	12
2.18 Common Easements for Access	13

3. THE ASSOCIATION	13
3.1 Purpose	13
3.2 Membership	13
3.3 Voting Class	14
3.3.1 Class A Member	14
3.3.2 Class B Member	14
3.4 Suspension of Voting Rights	15
3.5 Board of Directors	15
3.6 Rules and Regulations	15
3.7 Architectural Control Committee	16
3.8 Contracts	16
3.9 Budget	17
3.10 Delinquent Assessments	18
3.11 Vendor's Lien	18
3.12 Foreclosure of Vendor's Lien	19
3.13 No Exemption	20
3.14 Assessment Roll	20
3.15 Enforcement	20
3.16 Event of Default	21
3.17 No Waiver	21
3.18 Dissolution	21
4 GENERAL CONDITIONS	22
4.1 Easements	22
4.2 Clean Condition	22
4.3 Commercial Vehicles	22
4.4 Rubbish	23
4.5 Ordinances/Zoning	23
4.6 Covenants	23
4.7 Costs	23
4.8 Lot Care Prior to Construction	24
4.9 Flood Plain	24
4.10 Soils Tests	24
4.11 Severability	24
4.12 Amendments	24
Signature Page	25

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTION AND EASEMENTS
FOR
RIVER RUN ESTATES
EL PASO, TEXAS**

This Declaration is made this 29th day of July, 2002, by Golden Development Corporation, hereinafter referred to as the "Declarant."

RECITALS

The Declarant is the owner of that certain real estate situated in the City and County of El Paso, Texas more particularly described as follows:

Being Lots 1 Thru 5 of Block 1 and Lots 1 Thru 15 of Block 2, a portion of Country Oaks Drive, River Run Estates, City of El Paso, El Paso County, Texas, according to the map and plat thereof of record in Book 77, Page 22, Plat Records, El Paso County, Texas.

The Declarant hereby states that the real estate described above is held and shall be sold and conveyed subject to the following covenants, conditions, restrictions and easements which shall run with the land in order to protect the value and desirability of such real estate binding upon any and all parties having any right, title or interest in and to such land or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner who may have an interest in said land.

1 DEFINITION.

1.1 Owner "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 above described real estate, also including any purchaser under Contract of Sale, but

excluding those having an interest merely as security for the performance of any obligation.

- 1.2 Subdivision. "Subdivision" shall mean the real estate hereinabove described
- 1.3 Lot. "Lot" shall mean any plot of land shown upon the recorded subdivision map of the subdivision.
- 1.4 Association. "Association" shall mean River Run Estates Homeowners Association, Inc., a Texas non-profit corporation, of which each Owner shall be a member.
- 1.5 Member. "Member" shall mean a member of the Association.
- 1.6 Board of Directors. "Board of Directors" shall mean the Board of Directors of the Association.
- 1.7 Mortgage. "Mortgage" shall mean the conveyance of any Lot to secure the payment of a debt which conveyance shall be released or reconveyed upon the due payment of such debt and shall include a Deed of Trust.
- 1.8 Mortgagor. "Mortgagor" shall mean a person or entity to whom a Deed of Trust lien upon a Lot is given and shall include the Beneficiary of a Deed of Trust.
- 1.9 Rules and Regulations. "Rules and Regulations" shall mean the Rules and Regulations pertaining to the landscaping and architectural control of improvements constructed in the Subdivision

2 REQUIREMENTS FOR LAND USE AND CONSTRUCTION

- 2.1 Single-Family Residential Lots. All Lots within the Subdivision shall be single-family residential Lots. No structure shall be erected on any single-

family lot to exceed thirty feet (30') in height, including private garages and garden structures such as are ordinarily used in connection with a single-family residence, excepting aerials and chimneys.

2.2 Setbacks Setbacks lines are hereby established as follows

2.2.1 Front setback line - 30 feet (30');

2.2.2 Rear setback line - 30 feet (30');

2.2.3 Side setback line - 10 feet (10');

No building shall be erected or permitted to remain on any residential lot nearer than the foregoing setback lines, except garages, cabanas, servants quarters or guest houses not over twelve feet (12') in height which may be located in a rear yard if separate from the main structure and if at least ten feet (10') from any Lot line.

2.3 Resubdividing. No Lot shall be resubdivided. Only one (1) single-family structure shall be permitted on each Lot including a detached garage, cabana, or guest house. No structure located on any Lot shall be used as an office for the regular conduct of a business.

2.4 Temporary Structures. No trailer, mobile home, tent, shack, garage, barn or other outbuilding shall at any time be used on any part of the Subdivision as a residence, temporarily or permanently, nor shall any residence of temporary character be erected or permitted on any part of the Subdivision, except that portable buildings and trailers may be used to house construction materials or for a construction office, however, all such portable buildings and trailers must be removed immediately upon completion of construction

- 2.5 Minimum Size** No single-family dwelling shall be permitted on any Lot in the subdivision having a ground floor area of less than 3000 square feet in the case of a one-story structure, or less than 2,500 square feet in ground floor area in the case of a one and one-half or two story structure, both exclusive of porches and garages.
- 2.6 Garages.** No carports will be permitted. Boats, trailers and recreational vehicles shall be parked in a garage or in a rear yard so as to be hidden from any street. However, for a period not to exceed forty-eight (48) hours, boats, trailers and recreational vehicles may be parked on a side drive or in front of a residence for loading and unloading purposes.
- 2.7 Multi-Family Structures.** No multi-family dwelling of any kind shall be permitted on any Lot. No boardinghouse, apartment or other rental unit shall be permitted on any Lot or as part of any residence in the Subdivision.
- 2.8 Animals.** 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 they are not raised, bred or maintained for any commercial purpose and are kept in conformity with the ordinances of the City of El Paso. Any household pet, excepting dogs and cats, shall be housed within the residence of each Lot.
- 2.9 Offensive Conduct** Not noxious or offensive trade or activity, commercial or professional business or service shall be carried on upon any Lot. Nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision or which may injure the value of the neighboring

lots Especially, hide or slaughterhouse, no dairy or hog pen, and no dog kennel shall be erected or maintained on the same

- 2.10 **Commercial Activities.** No trade or profession shall be carried on or practiced for commercial purposes on any residential Lot. No signs of any kind shall be displayed to the public view on any residential Lot except one sign of not more than four square feet in area advertising a Lot(s) for sale, or signs used by the Declarant or builders to advertise on Lot(s) during the construction period.
- 2.11 **Second Hand Structures.** No old or second hand buildings or house trailers shall be located on any Lot in the Subdivision unless used to temporarily house construction materials or for a construction office. However, all such buildings or trailers must be removed immediately upon the completion of construction.
- 2.12 **Fences/Rear Access Gates.** All permanent fences shall be constructed of brick, stuccoed masonry or rock to match perimeter wall of the Subdivision or of materials approved by the Architectural Control Committee. Rock walls or walls of unstuccoed masonry units or unstuccoed concrete or chain-link or metal wire, or similar materials, shall be prohibited, except where such walls or fences are not visible from the street or adjacent Lots within the Subdivision. The type, height and location of all fences and the locations, type and material of all rear access gates shall be indicated on plans submitted to and approved by the Architectural Control Committee referred to herein below. The first Owner to build upon a Lot shall construct the interior walls

dividing the Owner's Lot from adjacent Lots (the "Common Walls") and if not already constructed, the perimeter walls along the boundaries of the Owner's Lot. All construction of these walls shall be in accordance with the standards of this Agreement and the Architectural Control Committee, as defined below. In the event the Common Walls applicable to an Owner's Lot have already been constructed, upon commencement of construction upon an Owner's Lot, such Owner shall reimburse the other Owner or Owners of adjacent Lot or Lots who paid for construction of the Common Walls, for one-half (1/2) of the reasonable construction cost of such Common Walls which are applicable to the Owner's Lot. All such costs shall be witnessed by valid invoices and such other reasonable verification as is required by the Board and/or the Owner who is required to make reimbursement. Payment of such reimbursement amount shall be made on or before forty-five (45) days after the residence constructed upon the reimbursing Owner's Lot is complete. In the event reimbursement is not made within such forty-five (45) day period, the Association may, but is not obligated to do so, impose a Special Member Assessment upon the Owner of the Lot who has failed to reimburse the Owner of the adjacent Lot or Lots and enforce the Special Member Assessment in the manner provided within this Agreement.

- 2.13 **Ordinance** All improvements shall be erected in conformity with the ordinances of the City of El Paso
- 2.14 **Architectural Styles** Designs of traditional Southwestern style, Mediterranean, California, Territorial Spanish, Spanish Colonial or

Monterrey style architecture and construction shall be favored. The Architectural Control Committee shall in its exclusive discretion approve the proposed architectural character and style of any improvements to be constructed in the Subdivision. The following standards shall apply to the Subdivision as a general rule; however, the Architectural Control Committee may permit deviations there from where the Committee deems appropriate.

2.14.1 Materials. Building surface materials shall be primarily stucco, brick or stone; materials such as aluminum siding, metal panels, mirrored glass, unstuccoed masonry, cinder block or cement shall be prohibited. Wood siding shall not be allowed for an entire wall.

2.14.2 Color. The color of residences shall be approved by the Architectural Control Committee and shall generally be in tans, off-whites, browns, Mediterranean, and earth tones. Surfaces of stone or brick shall be in natural color. Entries and portals may be emphasized by the use of white or other colors or materials. Painting of residences with bold patterns shall be prohibited.

2.14.3 Roof Form, Slope and Shape. Residences shall be designed with clay and cement tile roofs or comparable materials. Shingles, rock-type roofs or roll-type composition roofs shall be prohibited when visible from the street, unless otherwise exempted by the Architectural Control Committee.

2.14.4 Facades, Cantilevers, Arches. Long uninterrupted horizontal facades shall be avoided through the use of portals, off-sets in the wall, variations in

roof or parapet heights and by other means. The use of arches shall be permitted.

2.14.5 Roof-Mounted Equipment. Roof-mounted mechanical (including, without limitation, air-conditioning and heating equipment), microwave dishes, aerials, telephone and television equipment and other obtrusive structures shall be architecturally screened or avoided and shall be of a low profile to minimize visibility. Solar devices shall be mounted flush with the roof, behind a parapet or otherwise architecturally screened to minimize visibility.

2.14.6 Porches, Portals and Patios. The use of porches, portals and patios, wood beams, vigas, corbels, spindles, columns, planters, tile niches, and stone details and other such unique architectural details shall be encouraged in the design of any residence.

2.15 Landscaping/Exterior Lighting. Landscaping and exterior lighting plans for front and side yards visible from the street shall be submitted to the Architectural Control Committee for approval. Rock and desert landscaping shall be governed by the existing city landscaping ordinance. All exterior lighting shall be designed and installed in such a fashion that in the judgment of the Architectural Control Committee the privacy of the other Lot Owners shall not be affected.

2.16 Exceptions. The Architectural Control Committee shall have the right to make exceptions to any of the requirements, conditions, or covenants of this Declaration, except where such exception may be in conflict with any law.

ordinance or other governmental regulation

2.17 Building Time Requirements. By the acceptance of this Declaration each Owner covenants and agrees with Declarant

2.17.1 Commencement. To commence the construction of a residence on such Owner's Lot within eighteen months (18) from the date of the original purchase of such Lot from the Declarant. The Architectural Control Committee may grant a one (1) year extension of the date upon which construction must commence.

2.17.2 Termination. To complete such construction within one (1) year from the date of the commencement of construction however, the period to complete construction shall be extended by the Architectural Control Committee for: (1) interruption of construction due to acts of God, labor strikes, delay in the transportation of materials, fire or casualty loss and other interruption which in the opinion of the Architectural Control Committee was reasonably beyond the control of the Owner, and/or (ii) if construction of a residence has been carried on continuously the Architectural Control Committee may grant a reasonable extension for the completion of such construction.

In the event an Owner shall fail to commence construction as required by Subparagraph 2.17.1 The Declarant shall have the right without obligation, to repurchase such Owner's Lot at the original purchase price of such Lot from Declarant, excluding original closing costs. The Declarant may exercise this right to repurchase at any time within twelve (12) months after such right accrues by serving written notice to that effect upon such Owner

2 18 **Common Easements for Access** Each owner shall have a right and non-exclusive easement for egress and ingress across and upon Country Oaks Drive, a private street, for roadway purposes, and such easement shall be perpetual and appurtenant to and shall pass with the title to every Lot. By acceptance of this Declaration each Owner acknowledges that Country Oaks Drive shall be a perpetual, non-exclusive easement for such purpose and shall be subject to the terms of this Declaration but shall otherwise provide for the free, unlimited and unconditional use of such easement by each Lot Owner. The cost of maintaining such easements, including, without limitation, any ad valorem taxes due any governmental entity with respect to the land or improvements comprising such common easements shall be borne by the Association

3. THE ASSOCIATION

3.1 **Purpose.** The Association shall be responsible for:

3.1.1. **Maintenance of landscaping within the medians of Country Oaks Drive and within the perimeter walls at the entrance(s);**

3.1.2 **Maintenance of Country Oaks Drive, a private street, lighting, and security gates for the main entrances to the Subdivision; and the Association shall act by and through its Board of Directors who shall be elected in accordance with the Bylaws of the Association and whose duties will be governed by the terms of this Declaration, the Articles of Incorporation and Bylaws of the Association.**

3 2 **Membership** Each Owner shall be a member of the Association Membership

shall be appurtenant to and may not be separated from the ownership of a Lot. Ownership of a Lot shall be the sole qualification of membership. The membership held by an Owner shall not be transferred, pledged or alienated in any way except upon the sale or encumbrance of such Lot and then only to the purchaser or mortgagee of such Lot. Any attempt to make a prohibited transfer is void and will not be reflected on the books and records of the Association. Evidence of transfer of membership shall be furnished the Association in the form of a certified copy of the recorded conveyance of a lot by the current Owner thereof as reflected upon the books and records of the Association.

3.3 Voting Class. The Association shall have two classes of voting membership with the voting rights hereinafter indicated:

3.3.1 Class A Member. Class A Members shall be all Owners with the Exception of Declarant and shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interest in any Lot, all such persons shall constitute one member and the one vote for such Lot shall be exercised as they among themselves shall determine but in not event shall more than one vote be cast with respect to any such Lot.

3.3.2 Class B Member. Declarant, its successors and assigns, shall be a Class B Member and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier

3.3.2.1 When the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership, or

3.3.2.2 On December 31, 2008 Transfer of title to a Lot by Declarant to another entity which does not constitute a sale or sales to individual Owner residents shall not convert Declarant's Class B membership into a Class A membership.

3.4 **Suspension of Voting Rights.** The voting rights of any member shall be automatically suspended during any period in which he shall be delinquent in the payment of assessments due the Association.

3.5 **Board of Directors.** The Board of Directors of the Association shall be three in number. The original Board of Directors shall be composed of the following: Gordon E. Welch, El Paso, Texas, Allan Longo, El Paso, Texas, and Cody Pierce, El Paso, Texas who shall commence to serve at the time of recordation of this Declaration and shall serve until their successors are elected pursuant to the provisions of the Bylaws of the Association. The original Directors shall serve at the pleasure of the Declarant and may be removed from office at any time by Declarant and during said period, Declarant shall have authority in its sole discretion, to fill any vacancies, created or existing on said Board

3.6 **Rules and Regulations.** The Association shall have the power to establish and enforce compliance with rules and regulations and to amend the same from time to time. A copy of such Rules and Regulations shall be delivered or mailed to each member promptly upon the adoption thereof

- 3.7 Architectural Control Committee** The Directors shall appoint the Architectural Control Committee and delegate to said committee such power and authority to control and supervise the construction and landscaping in the Subdivision. No building, fence, wall, exterior lighting installation or other structure or improvement shall be commenced, erected or maintained upon the Subdivision, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. In the event said Committee fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will be presumed.
- 3.8 Contracts.** The Association shall have authority to enter into contracts with persons, firms or organizations for the purpose of installing and maintaining landscaping therein, and for any other purpose approved by all of the Owners of the Subdivision.
- 3.9 Budget** Not less than thirty (30) days prior to the commencement of each Fiscal year, the Board of Directors shall establish an annual budget for such fiscal year including therein all anticipated items of common expense including but not limited to the expenses of landscaping, access gates, lighting, utilities, street maintenance, taxes, insurance and management fees

together with a reasonable reserve for contingencies, maintenance and replacements. Copies of the annual budget shall be delivered to each Owner, but the failure of an Owner to receive same shall not affect his liability for the payment of any existing or future assessment. By the adoption of the annual budget by the Board of Directors, there shall be established an annual assessment for the payment of which each Owner shall be personally liable for one-twentieth (1/20) thereof. The prorata share of each owner is established as one-twentieth (1/20). Each Owner shall pay his proportionate share in even monthly installments of 1/12 thereof on the first day of each month during the fiscal year. No assessments will be levied or charged until one-half of the lots in the Subdivision have been sold or until December 31, 2004 whichever date is earlier; thereafter, the first monthly assessment or prorata portion thereof shall be due and payable by an Owner, if he has to theretofore received his Deed or upon delivery of his Deed. In addition, each Owner (other than Declarant) may be required to deposit and to maintain up to three monthly installments of his share of the annual assessment without interest which sum shall be used by the Association as a reserve for paying such Owner's share of the annual assessment. Such advance payment shall not relieve an Owner from make the regular monthly payment of his share of the annual assessments, as the same shall become due. Upon the sale of his Lot, an Owner shall be entitled to a credit from his Grantee for any unused portion thereof. If the annual budget is not adopted as herein required, a monthly payment in the amount required by the annual budget for the

previous fiscal year shall continue to be due and payable by each Owner until such time as the annual budget for the current fiscal year is established at which time, the annual assessment so established, shall become retroactive to the commencement of such current fiscal year.

3.10 Delinquent Assessments. The payment of an assessment shall be considered delinquent if not paid upon the due date thereof and shall bear interest from such date until paid at the highest legal rate of interest per annum permitted under applicable laws of the State of Texas. The Association shall also be entitled to collect a late charge in such amounts and upon such conditions that the Board of Directors may from time to time determine. Each Owner (whether one or more) shall be and remain personally liable for the payment of all assessments which may be levied against such Owner by the Association in accordance with the terms and provisions of this Declaration until such assessment shall be paid in full, both principal and interest. In the event of sale or conveyance of a Lot, the purchaser of such Lot shall be entitled to pay delinquent assessments out of the sales price for such Lot, and failing this such purchaser shall become personally liable for payment of such delinquent assessments by his acceptance of a Deed to such Lot from an Owner in default.

3.11 Vendor's Lien. In each Deed of a Lot by Declarant to an Owner there shall be expressly reserved a Vendor's Lien (the "Vendor's Lien") to secure payment of all assessments due and to become due pursuant to this Declaration, which Vendor's Lien shall be transferred and assigned in such

deed to the Association without recourse on the Grantor. By the acceptance of a Deed from the Declarant each Owner, for himself, his heirs, assigns and successors in interest, assumes and agrees to pay such assessments in accordance with the terms and provisions of this Declaration, and be bound by all of the requirements, conditions and covenants of this Declaration.

3.12 **Foreclosure of Vendor's Lien.** If any Lot subject to the Vendor's Lien reserved for payments of assessments due and to become due pursuant to the terms of this Declaration shall be subject to the lien of a recorded Deed of Trust (i) the foreclosure of the Vendor's Lien reserved herein shall not operate to affect or impair the lien of such recorded Deed of Trust; and (ii) the foreclosure of the lien of the recorded Deed of Trust or the acceptance of a Deed in lieu of foreclosure thereof shall not operate to affect or impair the Vendor's Lien reserved herein, except to the extent said Vendor's Lien shall secure delinquent assessments accrued to the time of foreclosure or acceptance of the Deed in lieu of foreclosure, and said Vendor's Lien shall be subordinate to the lien of such recorded Deed of Trust, with the foreclosure purchaser or foreclosure-grantee and its subsequent grantees taking title free of the Vendor's Lien reserved herein for the payment of all delinquent assessments that have accrued up to the time of foreclosure or the acceptance of the Deed in lieu of foreclosure, but subject to such Vendor's Lien for the payment of all assessments which shall become due subsequent to the date of foreclosure sale or the date of acceptance of a Deed in lieu of foreclosure. All assessments which shall have become due up to such date and have not

been paid shall be deemed to be common expenses collectible from all Owners, including the Owner of the Lot acquired at the foreclosure sale or as the result of the acceptance of the Deed in lieu of foreclosure, in the manner provided herein

- 3.13 **Exemption.** No Owner may exempt himself from liability for assessments duly levied by the Association nor release the Lot owned by him from the liens and charges hereof by waiver of the use and enjoyment of the services furnished by the Association or by abandonment of his Lot.
- 3.14 **Assessment Roll.** The assessments against all Owners shall be set forth upon a roll of the Lots which shall be available in the office of the Association for inspection at all reasonable times by Owners or their duly authorized representatives. Such assessment roll shall indicate for each Lot, the name and address of the Owner, or Owners, the assessments for all purposes and the amounts of all assessments, paid and unpaid. A Certificate made by the Board of Directors or an officer of the Association as the status of an Owner's assessment account shall limit the liability of any person for whom made, other than the Owner. The Association shall issue such Certificates to such persons as an Owner may request in writing and shall be entitled to charge a reasonable fee therefore in such amount as shall be determined by the Board of Directors from time to time.
- 3.15 **Enforcement.** The Association may enforce collection of delinquent assessments by suit at law for a money judgment and may seek judicial foreclosure of the Vendor's Lien reserved herein. Failure to seek judicial

foreclosure of such Vendor's Lien in any suit at law for a money judgment shall not operate to waive such Vendor's Lien, but same shall remain in full force and effect to secure payment of all assessments due or become due by such Owner

- 3.16 **Event of Default** Failure to comply with any of the terms of this Declaration, the Articles of Incorporation or Bylaws or Bylaws of the Association or the duly adopted Rules and Regulations of the Association, shall constitute an event of default and shall be grounds for relief which may include without limitation, an action to recover sums due for damage and injunctive relief or any combination thereof. In addition to all other remedies herein contained or as may be provided by law, the Association may discontinue the furnishing of services to an Owner who is in default of his obligations to the Association upon ten (10) days written notice to such Owner. In any proceeding arising because of any alleged default by an Owner, the Association, if successful, shall be entitled to recover the costs of the proceedings and reasonable attorney's fees from such Owner.
- 3.17 **No Waiver** The failure of the Association or of any Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles of Incorporation or Bylaws of the Association or the Rules and Regulations shall not constitute a waiver of the right of the Association or of any such Owner to enforce such right, provision, covenant or condition in the future
- 3.18 **Dissolution** The Association may be dissolved at any time after the

expiration of twenty (20) years from the date this Declaration is recorded by the vote of at least seventy-five (75%) of all the members of the Association. In the event the members vote to dissolve the Association, the Vendor's Liens reserved for the benefit of the Association shall be released.

4 GENERAL CONDITIONS

- 4.1 Easements.** Each Owner shall have a right and non-exclusive easement for egress and ingress for roadway purposes across and upon Country Oaks Drive, a private street, and such easement shall be perpetual and appurtenant to and shall pass with the title to every Lot. Easements for installation and maintenance of utilities and entry gates are reserved as shown on the recorded plat of the Subdivision.
- 4.2 Clean Condition.** The Owner of each Lot shall maintain such Lot in a clean condition free and clear of trash, debris, weeds and excessive vegetation. All clotheslines must be placed behind the principal dwelling and out of view from any street or adjacent residence. Any repairs or alterations to an automobile or other vehicle (except emergency repairs) must be done in the garage or behind the principal dwelling and out of view from any street.
- 4.3 Commercial Vehicles.** No commercial vehicles, trucks or trailers shall be parked on the Lots on a permanent basis unless garaged or otherwise screened from view. For purpose of this Declaration any continuous parking of such vehicles for a period in excess of five (5) days shall be deemed and construed to be permanent. All boats, trailers, and recreational

vehicles shall be parked in garages or rear yard and hidden from view from any street

- 4.4 **Rubbish** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes 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.
- 4.5 **Ordinances/Zoning** Nothing herein shall be considered as authority for the waiver or relaxation of any ordinance of the City of El Paso. By acceptance of this Declaration each Owner covenants and agrees to maintain an R-2 Residential District zoning classification with respect to such Owner's Lot.
- 4.6 **Covenants** The covenants of this Declaration shall run with the Land and be binding upon each Lot Owner, his successors in interest, and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded; thereafter these covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by a simple majority of the then Owners of the Lots, has been recorded agreeing to amend these covenants.
- 4.7 **Costs** Enforcement of the terms, provisions and covenants of this Declaration may be at law or in equity against any person(s) violating, or attempting to violate, any term, provision or covenant hereof, and may seek to restrain such violation and/or to recover damages as may be appropriate. Any person determined by the trier of fact to have violated, or to have

attempted to violate, any provision of this Declaration shall be charged with all costs of suit, including a reasonable attorney's fees

- 4 8 **Lot Care Prior to Construction** Prior to construction on any Lot the Owner thereof shall maintain such Lot in a clean condition free and clear of trash, debris, weeds and excessive vegetation.
- 4 9 **Flood Plain** Each Owner acknowledges that the Subdivision is located within a flood plain area as designated by the United States Department of Housing and Urban Development.
- 4 10 **Soils Tests** Each Lot Owner shall obtain at owner's expense a soils test of such Owner's Lot prior to the commencement of any construction on such Lot. The slab for each residence within the Subdivision shall be engineered and constructed in accordance with the results of such soils tests.
- 4 11 **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.
- 4 12 **Amendments** While Declarant is a Class B Member of the Association, Declarant shall have the right to amend this Declaration and thereafter, this Declaration may be amended from time to time by a written instrument executed and acknowledged by Owners of Lots having not less than seventy-five (75%) percent of the total votes held by all members of the Association.

IN WITNESS WHEREOF, this Declaration of Covenant, Conditions,
Restriction and Easements has been executed as the day and year
hereinabove written

Declarant:

RIVER RUN ESTATES

GOLDEN DEVELOPMENT CORPORATION

By: 

Gordon E. Welch, President

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 29th day of
July, 2002, by GORDON E. WELCH, President of GOLDEN DEVELOPMENT
CORPORATION, general partner of RIVER RUN ESTATES.


Notary Public in and for the
State of Texas



Doc# 20020061461

8 pages 2
8/2/02 10:27:11 AM
Title & Recorded in
Public Records of
Tarrant County,
Texas
County Clerk
Fees: \$57.00

ANY PROVISIONS HEREIN WHICH CONTRADICT THE SALE, PURCHASE,
OR USE OF THE DESCRIBED REAL PROPERTY INTEREST OR INTERESTS
ON FACE IS VOID AND UNENFORCEABLE UNDER THE LAWS OF THE
STATE OF TEXAS COUNTY OF TARRANT

I hereby certify that this instrument was duly recorded in the Public Records of Tarrant County, Texas, on the date and at the time indicated hereon, and that the same is a true and correct copy of the original instrument as recorded in the Public Records of Tarrant County, Texas.



[Signature]

AUG 02 2002

Public Records of Tarrant County, Texas

*Return
The Broken Wheel
1000 W. Warden Hwy. Suite 301
Arlington, TX 76010*

**END OF
INSTRUMENT**