

**PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
REDSTONE VILLAGE
EL PASO COUNTY, TEXAS**

Redstone Village, L.P., a Texas limited partnership (the "Declarant"), the owner of all lots located in the Redstone Village Subdivision in El Paso County, Texas (the "Subdivision") as shown and designated on the plat of the Subdivision filed in the Office of the Clerk of El Paso County, Texas, and recorded in file number _____, Plat Records of El Paso County, Texas, does hereby establish Protective Covenants, Conditions and Restrictions applicable to the Subdivision.

**Article I
Definitions**

The following terms used in this declaration (the "Declaration") and in any document relating to the Subdivision, unless otherwise provided or unless the context provides otherwise, are defined as follows:

"Articles" shall mean and refer to the Articles of Incorporation of the Association.

"Association" shall mean and refer to Redstone Village Community Association, Inc., a Texas nonprofit corporation, its successors and assigns.

"Board of Directors" shall mean and refer to the Board of Directors of the Association.

"Bylaws" shall mean and refer to the Bylaws of the Association as amended from time to time.

"Common Areas" shall mean and refer to the portion of the Subdivision shown on the Map to be Common Areas, including but not limited to those areas shown on the Map as "Private Common Open Space Easement" and such other portions of the Subdivision which Declarant may, by deed, convey to the Association as Common Area.

"Common Assessment" shall mean an assessment for Common Expenses.

"Common Expenses" shall mean and refer to: (a) the expenses of, or reasonable reserves for, the maintenance, management, operation, repair and replacement of those portions of the Common Area that is the responsibility of the Association to maintain, manage, operate, repair and replace; (b) the cost of capital improvements which the Association may from time to time authorize; (c) the expenses of management and administration of the Association, including, without limitation, compensation paid by the Association to a manager, or accountants, attorneys, or other employees or agents; (d) any other item or items designated by or in accordance with other provisions of this Declaration or the Bylaws to be Common Expenses; and (e) any other expenses reasonably incurred by the Association on behalf of all Owners.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions.

"Declarant" shall mean and refer to Redstone Village, LP, and its designated successors and assigns of the rights of the Declarant reserved under this Declaration.

"Design Review Committee" shall mean the committee designated in Article VII.

"Development Period" shall be the period of time from date hereof until such time as Declarant is converted to a Class A member as provided in Article 4.03.

"Improvement(s)" shall mean any and all alterations of the Subdivision, other than interior modifications of structures and including, but not limited to, residences, out buildings, patios, garages, swimming pools, walls, fencing, landscaping and driveway, whether intended to be temporary or permanent.

"Initial Design Review Committee" shall have the meaning given such term in Section 7.03.

"Lot" shall mean and refer to any numbered lot shown on the Map, other than Common Area.

"Map" shall mean and refer to the map and plat of the Subdivision of record in the Plat Records of El Paso County, Texas.

"Member" shall mean and refer to a member of the Association.

"Mortgage" shall include deeds of trust and recorded Contracts of Sale of Real Estate wherein the purchaser is entitled to possession of a Lot.

"Mortgagee" shall mean a person or entity to whom a Mortgage upon a Lot is granted and shall include the beneficiary of a Deed of Trust and the holder of a Vendor's interest in recorded Contracts of Sale of Real Estate wherein the purchaser is entitled to possession of a Lot.

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

"Residential Area" shall mean and refer to all Lots in the Subdivision as shown on the plat. The number of Lots in the Residential Area shall be limited to the 162 Lots as platted, unless this Declaration is amended pursuant to the terms hereof.

"Rules and Regulations" shall mean the Rules and Regulations governing the use of the Subdivision, duly adopted under this Declaration and the Bylaws or as may be duly amended by the Board of Directors.

"Subdivision" shall mean Redstone Village as set forth on the Map.

“Vendor's Lien” shall have the meaning given such term in Section 5.04.

Article II Common Areas

2.01 Development. Declarant shall have the responsibility, at its sole cost and expense, to initially develop the Common Areas as Declarant deems appropriate.

2.02 Conveyance to Association. Declarant shall convey to the Association the Common Areas, subject to current real property taxes and reservations, easements, covenants and conditions and restrictions then of record, including those created by this Declaration. The conveyance shall not relieve Declarant of its responsibility to complete the initial development of the Common Areas within a reasonable time thereafter.

2.03 Owner's Easement of Enjoyment. Each Owner and the members of each Owner's family who reside with the Owner shall have an easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) The right of the Board of Directors to establish and enforce compliance with uniform Rules and Regulations governing the use of the Common Areas not inconsistent with the terms of this Declaration, and to amend such Rules and Regulations from time to time as provided in Section 4.05.

(b) The easements upon the Common Areas according to the Map and those easements and reservations contained in this Declaration.

2.04 Delegation of Use. An Owner may delegate such Owner's easement of enjoyment in and to the Common Areas to an Owner's tenants or contract purchasers who reside in the Owner's property, but the Owner shall notify the Association in writing of the name of any delegee.

2.05 Alienation or Hypothecation. Except as otherwise specifically provided in this Declaration, no portion of the Common Areas may be alienated, released, transferred, hypothecated, or otherwise encumbered without the approval of two-thirds (2/3) of both the Class A and Class B Members present at any annual meeting (or special meeting called for such purpose) at which a quorum (as defined in the Bylaws) is present.

Article III Duties of the Association; Duties of an Owner

3.01 Duties of the Association. The Association, acting by and through its Board of Directors, shall be responsible for the proper and efficient management and operation of the Common Areas. The Association shall be responsible for:

- (a) maintaining the Common Areas;
- (b) maintaining and replacing landscaping within the Common Areas;
- (c) paying real estate taxes, assessments and other charges against the Common Areas;
- (d) insuring all improvements which the Association is obligated to maintain against damage by fire or other insurable casualty with such companies and with such limits as the Association deems appropriate;
- (e) hiring, firing, supervising and paying employees and independent contractors to carry out the obligations of the Association;
- (f) maintaining such insurance as the Association deems necessary to protect the Association and the Board of Directors of the Association from any liability from occurrences or happenings on or about the Common Areas (including, but not limited to, errors and omissions insurance for the Board of Directors of the Association);
- (g) enforcing the provisions of this Declaration in the reasonable discretion of the Board of Directors.
- (h) providing and paying for any utility services to the Common Areas;
- (i) entering into such agreements and taking such actions as are reasonably necessary and convenient for the accomplishment of the obligations of the Association and the operation and maintenance of the Subdivision as a first class residential subdivision.

Notwithstanding anything in this Declaration to the contrary, in the event that the negligent or tortious act or neglect of an Owner, a member of an Owner's family, or an Owner's agent, employee, invitee, licensee or tenant is the proximate cause of the need for maintenance, repairs or replacements required to be performed by the Association, then that Owner shall be responsible for all of such damage. Furthermore, notwithstanding anything in this Declaration to the contrary, the Association shall not be liable to any Owner for any delay in the completion of any repair, restoration or replacement due to causes beyond the reasonable control of the Association, its contractors or subcontractors. Specifically, the Association shall not be liable for delay occasioned by weather, shortage or unavailability of materials and strikes or work stoppages.

3.02 Duties of Owners.

- (a) Each Owner shall be responsible for the upkeep and maintenance of all Improvements upon the Owner's Lot.

(b) Each Owner shall be responsible for the upkeep and maintenance of all landscaping upon the Owner's Lot.

(c) When casualty damage shall occur to an Improvement, the Owner shall within thirty (30) days after the damage commence and diligently pursue to completion the restoration the Improvement.

Article IV The Association

4.01 Administration of Common Areas. The Common Areas shall be administered by the Association, acting by and through its Board of Directors, who shall be elected in accordance with the Bylaws, and whose duties will be governed by the terms of this Declaration, the Articles and the Bylaws. The Association may employ a professional management agent to perform, subject to the supervision of the Board of Directors, those duties and services as the Board of Directors shall direct, including, but not limited to the collection of and accounting for Common Assessments made by the Association. Any management agreement shall provide for a rate of compensation to be established and/or approved by the Board of Directors, and shall further provide for the right of the Association to terminate with cause upon not more than thirty (30) days written notice and without cause upon not more than sixty (60) days written notice.

4.02 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 for membership. The membership held by an Owner shall not be transferred, pledged or alienated in any way, except upon the sale of such Lot, and then only to the purchaser of such Lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. Evidence of transfer of membership shall be furnished to the Association in the form of a certified copy of the recorded conveyance of a Lot signed by the current Owner as reflected upon the books and records of the Association.

4.03 Voting Rights. The Association shall have two classes of voting membership, Class A Members and Class B Members, with the following voting rights:

a. Class A Members shall be all Owners with the exception of Declarant and each Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall constitute one Member, and the one (1) vote for such Lot shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such Lot.

b. Declarant shall be a Class B Member and shall be entitled to ten (10) votes for each Lot owned. The Class B Membership shall cease and be converted to a Class A Membership on the happening of either of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or

(2) Should Declarant notify in writing all Members of Declarant's election to convert from a Class B Member to a Class A Member;

and (unless the next annual meeting of the Association shall come within one hundred twenty (120) days after such conversion) a special meeting of the Members shall be called by the Board of Directors within not more than one hundred twenty (120) days after such conversion for the purpose of electing a new Board of Directors.

4.04 Suspension of Voting Rights. The voting rights of any Member shall be automatically suspended during any period during which the Member is delinquent in the payment of assessments due the Association.

4.05 Rules and Regulations. The Board of Directors have the authority, from time to time, to make reasonable rules and regulations ("Rules and Regulations") regarding the use and enjoyment of the Common Areas which are not inconsistent with this Declaration or the Articles or Bylaws of the Association. The Rules and Regulations will be binding upon all Owners. Copies of the Rules and Regulations will be provided to any Owner upon written request and all Owners will be sent written notice of any change to or amendment of the Rules and Regulations once adopted by the Board of Directors.

Article V Assessments

5.01 Establishment. The Board of Directors have the responsibility and authority to assess each Lot for Common Expenses and each Owners of a Lot will be personally liable for the payment of Common Assessments levied during the time the Owner owns a Lot and the Common Assessment assessed against a Lot shall be a charge and continuing lien upon the Lot.

5.02 Annual Common Assessment.

a. Not less than thirty (30) days prior to the beginning of each fiscal year (to be determined in accordance with the Bylaws) the Board of Directors will, after taking into consideration all anticipated items of Common Expense, for the fiscal year, including a reasonable reserve for contingencies, fix and establish the amount of the Common Assessment for the ensuing fiscal year. Each Owner will be required to pay its proportionate part of the Common Assessment which shall be a fraction, the numerator of which is the number of Lots owned by each Owner and the denominator of which is the total number of Lots.

b. Following the establishment of the Common Assessment, each Owner shall be given notice of the Common Assessment and each Owner's proportionate part, but the failure of an Owner to receive the notice shall not affect such Owner's liability for the payment of each Owner's proportionate part of the Common Assessment. Each

Owner's proportionate part of the Common Assessment shall be due and payable by each Owner (excluding Declarant) in equal monthly installments as determined by the Board of Directors.

c. During the course of a fiscal year should the Board of Directors determine that the Common Assessments previously assessed will be inadequate, the Board of Directors from time to time may increase the Common Assessment for the fiscal year and each Owner's proportionate part. Conversely, should the Board of Directors during the course of a fiscal year determine that the Common Assessments previously assessed will create a surplus in excess of that necessary as a reserve for contingencies, the Board of Directors from time to time may decrease the Common Assessment and each Owner's proportionate part. In either such event, the Board of Directors shall notify each Owner of the adjustment and the revised amount of each monthly installment due by each Owner.

d. If the Board of Directors shall fail to fix and establish the Common Assessment and the proportionate part due by each Owner of a Lot for a fiscal year, the Common Assessment and the proportionate part due by each Owner of a Lot for the previous fiscal year shall be automatically established immediately prior to the commencement of the fiscal year so that there will be no interruption in the payment by an Owner of the monthly installments of the Owner's proportionate part of the Common Assessment.

e. Effective as of the date of purchase, each Owner who purchases a Lot from Declarant, will become liable to the Association for a pro rata part of the Common Assessment attributable to the Lot then established by the Board of Directors, determined by a fraction, the numerator of which is the number of calendar days until the next January 1, and the denominator of which is 365. The prorated monthly payment for the month in which a Lot is purchased shall be due and payable by each such Lot Owner within ten (10) days after receipt from the Association of a statement.

f. Anything contained in this Declaration to the contrary notwithstanding, Declarant, during the Development Period, shall have no obligation to pay to the Association the proportionate part of the Common Assessment applicable to Lots owned by Declarant. Declarant shall, however, during the Development Period, pay to the Association from time to time, as required, any amounts necessary (over and above payments to the Association by other Lot Owners) to satisfy the Association's current operating expenses on a cash basis. During the Development Period, Declarant shall have no obligation to contribute any sums to the Association on account of reserves. At the termination of the Development Period, the Lots then owned by Declarant, if any, shall bear their full proportionate share of Common Assessments.

5.03 No Exemptions. No Owner shall be exempt from liability for Common Assessments duly established by the Association. Further, no diminution or abatement of Common Assessments shall be allowed or claimed for inconvenience or discomfort arising from

the making of repairs or improvements to the Common Areas or Lots or from any action taken to comply with any law, ordinance or order of a governmental authority.

5.04 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 Common Assessments due and to become due pursuant to this Declaration, which Vendor's Lien shall be transferred and assigned to the Association. By the acceptance of a deed from Declarant, each Owner (and such Owner's subsequent grantees) assumes and agrees to pay the Common Assessments in accordance with the terms and provisions of this Declaration.

5.05 Subordination. If any Lot subject to the Vendor's Lien reserved for the payment of Common Assessments due and to become due pursuant to the terms of this Declaration shall be subject to the lien of a Mortgage: (i) the foreclosure of the Vendor's Lien shall not operate to affect or impair the lien of such Mortgage; and (ii) the foreclosure of the lien of the Mortgage or the acceptance of a deed in lieu of foreclosure thereof shall not operate to affect or impair the Vendor's Lien. Any purchaser at such a foreclosure sale or recipient of a deed in lieu of foreclosure shall be deemed an Owner of the Lot acquired and shall be responsible for payment of all Common Assessments accrued prior to and after the foreclosure sale or deed in lieu of foreclosure.

5.06 Delinquent Assessments. The payment of a Common Assessment shall be considered delinquent if not paid upon the due date and shall bear interest from such date at the rate of twelve (12%) percent per annum until paid. The Association shall also be entitled to collect a late charge in such amounts and upon such conditions as 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 Common Assessments which may be levied against the Owner's Lot by the Association in accordance with the terms and provisions of this Declaration until all Common Assessments, interest and late charges have been paid in full. In the event of sale or conveyance of a Lot the purchaser shall be required and entitled to cause such delinquent Common Assessments to be paid out of the sales price and, failing this, such purchaser shall become personally liable for payment of any delinquent Common Assessments by the purchaser's acceptance of a deed to a Lot from an Owner in default.

5.07 Collection of Assessments. The Association may enforce collection of delinquent Common Assessments by suit at law for a money judgment and may seek the appointment of a receiver and/or judicial foreclosure of the Vendor's Lien to be reserved and transferred to the Association. 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 the same shall remain in full force and effect to secure the payment of all Common Assessments due or to become due by an Owner.

5.08 Assessment Roll. The Common Assessments against all Owners shall kept on an assessment roll of the Lots which shall be available in the office of the Association for inspection at all reasonable times by Owners and Mortgagees or their duly authorized representatives. The assessment roll shall indicate for each Lot the name and address of the Owner or Owners, the

Common Assessments for all purposes and the amounts of all Common Assessments paid and unpaid. A certificate signed by an officer of the Association as the status of an Owner's Common Assessment account shall limit the liability of any person to whom the certificate is issued other than the Owner. The Association shall issue certificates to persons as an Owner may request in writing and shall be entitled to charge a reasonable fee in such amount as shall be determined by the Board of Directors from time to time.

Article VI Residential Area Covenants

6.01 Land Use, Building Type, and Garages. No Lot shall be used except for residential purposes. No Improvement shall be erected, altered, or placed or be permitted to remain on any of said Lots, or any part thereof, without approval of the Design Review Committee, as hereinafter defined. Permitted uses include one detached single family dwelling, together with a private garage and other customary appurtenances to private dwellings, including gazebos, dog houses, gym sets and storage buildings that are appropriate for the neighborhood and reasonable to the adjoining landowners and no structure shall be occupied or used until the exterior construction thereof is completed. No more than one residential structure shall be erected on any Lot or site shown on the plat map of the Subdivision. No Lot shall be used or occupied for any business, or commercial purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not. Each single family residence situated on a Lot shall have an enclosed, attached or detached garage for not less than two (2), nor more than four (4) automobiles. The location of the garage doors in relation to the front face of a structure will be in compliance with the Design Guidelines (as hereinafter defined). No detached garage shall have more than one (1) story. No carport shall be built, placed, constructed or reconstructed on any Lot. No garage shall be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles. All Owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them.

6.02 Lot Area and Width. No dwelling shall be erected or placed on any Lot having an average width of less than 50 feet, nor on a Lot having less than 5000 square feet without prior written approval by the Design Review Committee and the City of El Paso.

6.03 Dwelling Size. No residential structure erected on any Lot shall have more than two (2) stories, nor exceed thirty (30) feet in height (measured from the highest top of curb elevation adjacent to the Lot to the top of the gable). The height of a residential structure will be measured from the highest top of curb elevation adjacent to the Lot to the top of the gable. The living area of the residential structure, exclusive of porches and garages, shall not be less than 1,500 square feet for a one-story dwelling, and the combined living area of a 1½ or 2 story house shall not be less than 1,500 square feet. However, in no event shall the ground floor of a 1½ or 2 story house be less than 1,000 square feet. The living area of any residential structure may not exceed 2,500 square feet. The Design Review Committee shall be empowered to grant individual waivers of the minimum area and height requirements, provided that, in the sole

discretion of the Design Review Committee, the proposed dwelling shall, in general, be harmonious with the existing dwellings in that neighborhood.

6.04 Building Location. Without exception, all building setback lines within the Residential Area shall comply with setback requirements of the Zoning Ordinance of the City of El Paso.

6.05 Building Exteriors. Every residential structure will meet the following requirements:

- a. All doors that are visible from the street in front of the Lot must be under an overhang, porch or portal.
- b. All doors, garage doors and windows that are visible from and directly face a front or side street, must be articulated with pull outs or offsets.
- c. All wall finishes, accents and special finishes must wrap around the abutting sides until there is a mass change or side wall.
- d. Each structure (other than detached garages) will have at least two masses, other than porches, that are recessed or protrude at least 2 feet from the main facade of the structure.
- e. Any roof or wall mounted mechanical equipment may not be visible from the street and must be painted the color of the roof or wall where it is mounted.
- f. Roof colors must complement the building color palette.
- g. All visible flashing/sheet metal and vents much be painted to match the adjacent roof, accent or primary color.
- h. Any antennas, solar panels or similar equipment may not be visible from the street. Small (less than 2 feet in diameter) satellite dishes may be visible from the street, but must be placed on the farthest point from the street allowing proper exposure for reception.
- i. No structure may be painted with any color that has not been approved by the Design Review Committee. Unless otherwise approved by the DRC, **only one color is allowed on the exterior of the structure**. The following colors will be automatically approved by the Design Review Committee:

Sherwin Williams or matched colors SW 6064, 6065, 6066, 6067, 6068, 6092, 6093, 6094, 6095, 6096, 6113, 6114, 6115, 6116, 6117, 6120, 6121, 6122, 6123, 6124, 6141, 6142, 6143, 6144, 6145, 6148, 6149, 6150, 6151, 6152, 6169, 6170, 6172.

j. All wrought iron must be painted black, dark brown or rust brown.

6.06 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or as recorded by separate instrument.

6.07 Nuisances. No noxious or offensive activity shall be carried on upon any of the Lots, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

6.08 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any of the Lots at any time as a residence, either temporarily or permanently.

6.09 Fences and Garden Walls.

a. No fence or wall (other than garden walls, fences and hedges between the front building setback line and the street, which are no more than 18 inches in height measured from the finished grade of the highest of the adjoining Lots) 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 or erected along the rear lot line from the interior lot line to the side street lot line, and forward along the side street lot line not farther than within 10 feet of the front of the dwelling. Walls will have a four (4) foot diagonal transition from the side wall to the front yard wall. This provision shall not preclude any necessary retaining walls. Masonry fences only shall be permitted across the rear of any Residential Area Lot, the interior lot line of any lot, or along the side yard of a corner lot where such side yards abut on a side street. All side or rear fences and walls (except for the garden walls permitted above) must be a minimum of four (4) feet in height, unless otherwise approved in writing by the Design Review Committee. Fences must be of ornamental iron or masonry construction. Chain link fences and gates are not permitted on any of the Residential Area Lots where such fences are visible from a public street. A pedestrian gate with a maximum width of 36 inches may be installed at the rear of any double frontage lot for the purposes of access, installation, and maintenance of the sidewalk and parkway at the rear of such double frontage lot.

b. Each Owner will construct all walls along common boundary lines with adjoining Lots as party walls. The costs of the party walls will be shared equally with the respective Owners of the adjoining lots (other than Declarant) provided that the cost does not exceed the prevailing cost at the time the wall is built. The division of costs on party walls will be the responsibility of the Owners of lots and each Owner who erects common walls will make his own arrangements with the other Owners for sharing the costs of party walls. Declarant will not be responsible for the cost of any party walls. Any wall which is not on or adjacent to a common boundary line will be placed inside the property line of the Lots and the entire cost of the wall will be borne by Owner. Each Owner will construct the rock walls according to the Subdivision Improvement Plan specifications if those requirements vary from the requirements in this paragraph.

6.10 Completion of Structure. Any residential or accessory structure once commenced shall be completed as to exterior and front yard landscaping (and side yard landscaping facing a public street) in accordance with the provisions of these Protective Covenants, Conditions and Restrictions in not more than 180 days from the date of commencement.

6.11 Landscaping. Each front yard and side yard and any rear parkway of each Lot must be landscaped prior to the occupancy of any structure on the Lot. The minimum landscaping requirements are:

- a. The front yard of a Lot will have a minimum of five percent (5%) of the front yard planted with approved shrubs and/or perennials. This percentage is exclusive of driveway square footage.
- b. No natural or artificial lawns in front yards will be permitted.
- c. All areas of the front yard and side yard and any rear parkway must be improved with tan or red colored gravel (with adequate underlayment), natural rocks or boulders or live plant material.
- d. All landscaping shall be installed within thirty (30) days of the closing of the home.
- e. See Landscape Plant List for approved and banned plants.

6.12 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway 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 lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines.

6.13 Attached/detached Structures, Exterior Maintenance. Attached/Detached structures will at all times be maintained with a compatible scheme as to exterior treatment as the main structure.

6.14 Drainage. All Lots, whether vacant, with buildings under construction or with completed buildings (occupied or unoccupied) shall be designed and constructed to provide positive lot drainage as required by the pertinent governmental authorities at the time from the rear of the Lot to the street in front of the Lot and as shown on engineering plans for the subdivision. This positive lot drainage to the street in front of each Lot must be maintained at all times by the owner. Driveways, patios, walks, landscaping (including without limitation, grass, bushes, trees, brick, rock or other materials), and all other portions of each Lot shall be

constructed, installed and shall be maintained to drain away from the main building structure, and swaled, sloped or slanted through the rear, side and front yards so as to drain to the street in front of the Lot. If necessary, roof drainage will be collected in gutters and diverted toward the front of the Lot. Walls or other structures should not be placed along the side of any dwelling in a manner that would block or impair drainage from the rear of the Lot to the street. Drainage of Lots shall be maintained in accordance with approved drainage plans on file at the City of El Paso. It is unlawful to alter or in any way change the drainage of any Lot, without prior approval of all governmental authorities having jurisdiction over the Lot **FAILURE BY AN OWNER (INCLUDING BUILDERS) TO MAINTAIN THE PROPER DRAINAGE CAN RESULT IN DAMAGE TO THE IMPROVEMENTS (FOUNDATIONS, GARDEN AND/OR RETAINING WALLS, POOLS, WALKS, ETC.) FROM SETTLING AND/OR EROSION ON THE SUBJECT LOT AND ON SURROUNDING LOTS.**

6.15 Trash Containers and Storage of Materials. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tight-fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view. No Lot shall be used for open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot. During any period of construction, the Owner of the Lot must deposit all construction debris and trash in a closed container and otherwise comply with the applicable requirements of any governmental authority having jurisdiction over the Lot regarding the disposal of trash.

6.16 Sidewalks. Each owner of a Residential Lot shall construct and maintain at owner's expense, sidewalks along street rights of way across the front of each Lot, behind the rear wall on double front Lots, and on the side of each corner Lot. All parkways between required sidewalks and curb shall be landscaped and/or xeriscaped.

6.17 Conflicts. In the event of a conflict between a provision of the Design Guidelines, a provision of these Protective Covenants, Conditions and Restrictions, or an applicable law of any governmental entity having jurisdiction, the most restrictive provision will govern and control.

6.18 Miscellaneous. No privy shall be placed upon any of the Residential Lots. No signboard or other visible advertisement larger than one square foot may be placed upon any Lot, other than signs pertaining to the sale of Lots or the builders' signs which may be placed upon a Lot during the construction of improvements. No excavation shall be made on any of the Lots for the purpose of obtaining sand, rock, clay, dirt, coal or gravel, whether for profit or otherwise. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of the Lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose whatever. No window or wall-type air conditioners

shall be permitted to be used, placed or maintained on or in any building where visible from the street or from adjacent lots unless otherwise approved by the Design Review Committee.

Article VII Design Review Committee

7.01. Purpose. Declarant has imposed these Covenants to promote a cohesive and consistent development of the Subdivision to protect Declarant and Owners against substandard development on a Lot which would tend to diminish the value of the surrounding Lots and the Subdivision in general. Declarant shall have authority, from time to time to amend or supplement the Residential Area Covenants of Article Two to correct inconsistencies or to clarify any ambiguity.

7.02 Committee Approval of Improvements. Notwithstanding anything to the contrary herein, no Improvement shall be commenced, erected, constructed, reconstructed, placed, altered, removed, permitted to remain, or maintained upon any Lot, until the detailed plans and specifications for the improvement have been submitted to and approved in writing as to compliance with the Design Guidelines and these Protective Covenants, Conditions and Restrictions by the Design Review Committee.

The submitted plans and specifications shall specify, in such form as the Design Review Committee may reasonably require, including but not limited to engineering, grading, drainage, utility, structural, mechanical, electrical, and plumbing detail and the nature, kind, shape, height, exterior color scheme, material to be incorporated into, and location of the proposed improvements or alterations thereto. In the event the Design Review Committee fails to approve or disapprove such plans and specifications within forty-five (45) days after the plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with; provided, however, that the failure of the Design Review Committee to approve or disapprove such plans and specifications within such forty-five (45) day period shall not operate to permit any improvements on a Lot to be commenced, erected, placed, constructed, reconstructed or maintained on the Property in a manner inconsistent with any provision of these Protective Covenants, Conditions and Restrictions or the Design Guidelines. Once the plans and specifications have been approved, the plans and specifications will not be materially altered, changed or revised without the approval of the Design Review Committee. The Design Review Committee also shall have full power and authority to reject any plans and specifications that do not comply with these Protective Covenants, Conditions and Restrictions or the Design Guidelines. The Design Review Committee shall have the authority to issue rules or guidelines setting forth procedures for the submission of plans for approval. The Design Review Committee shall be entitled to charge any Owner a reasonable fee for review of plans not to exceed \$50.00. Declarant shall not be required to submit to or obtain approval of the Design Review Committee with respect to any construction or improvements on Lot or portion of the Subdivision owned by it.

7.03 Membership. The initial Design Review Committee shall be composed of Justin Chapman, Kathy Parry, and Albert Olvera and the initial Design Review Committee's address is

4401 N. Mesa, El Paso, Texas 79902. In the event of the death or resignation of any member of the Design Review Committee, Declarant will appoint a successor. All appointments to the Design Review Committee by Declarant shall be by a written appointment recorded in the Real Property Records of El Paso County, Texas. All members to the Design Review Committee as designated above or appointed by Declarant will be referred to as the "Initial Design Review Committee". A majority of the Design Review Committee may designate a representative to act for it.

7.04 Members Compensation and Liability. None of the members of the Design Review Committee or its designated representative shall be entitled to any compensation for services performed pursuant to these Protective Covenants, Conditions and Restrictions. Design Review of construction, as provided in this Article, being largely subjective in nature, the action or non-action by the members of the Design Review Committee shall not subject any member of the Design Review Committee to personal liability nor shall the members of the Design Review Committee be charged with the responsibility for enforcement of the provisions of these Protective Covenants, Conditions and Restrictions. The enforcement of Design Review provisions under this Article by any aggrieved party shall be as provided in Section 5.03 below, and shall be pursued solely against the person or persons allegedly violating or attempting to violate the provisions and standards specified in these Protective Covenants, Conditions and Restrictions. The members of the Design Review Committee shall not be proper parties to such action.

7.05 Termination of Initial Design Review Committee. On the earlier to occur of: (i) Declarant's recording in the Real Property Records of El Paso County, Texas of a waiver its right to appoint members to the Design Review Committee; or (ii) residential dwellings having been built upon 100% of the lots in the Subdivision, the terms of the Initial Design Review Committee members automatically terminate without action or resignation by such members. At any time thereafter, the then record owners of a majority of the Lots shall have the power through a duly written recorded instrument to form a Design Review Committee of three or more members to govern the Lots. Successors to membership in the Design Review Committee shall be named in an instrument executed and acknowledged by the then Chairman of the Design Review Committee who shall be elected by a majority of its then members. Such instrument shall be recorded in the Real Property Records of El Paso County, Texas.

7.06 No Waiver of Future Approvals. The approval of the Design Review Committee of any proposal, plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Design Review Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposal, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

7.07 Variances. In its sole discretion under the circumstances set forth below, the Design Review Committee may grant variances from these Covenants. Any variance may include any conditions or safeguards which the Design Review Committee deems appropriate, such as the building location or landscaping, as restrictions filed of record and legally

enforceable. A variances from these Covenants may be granted under any one of the following circumstances:

a. There has been a bonafide mistake or error in construction (whether during construction or after the completion of construction) despite the use of qualified professionals; or

b. In the sole and final judgment of the Design Review Committee, the granting of the variance will not be substantially detrimental to neighboring Lots or have an effect on the value of neighboring Lots, the granting of the variance is reasonable and within the general intent of this Declaration and the requested variance does not violate the ordinances of the City of El Paso.

Article VIII General Provisions

8.01. Adjacent Land Use. Declarant makes no representation of the future land use for the adjacent land.

8.02 Term. These Protective Covenants, Conditions and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these Protective Covenants, Conditions and Restrictions are recorded, after which time these Protective Covenants, Conditions and Restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the owners of the then current majority of the Lots has been recorded agreeing to terminate these Protective Covenants, Conditions and Restrictions.

8.03 Amendment. The Declarant expressly reserves the right to amend these restrictions (i) at any time as to any remaining land owned by it at such time, and such amendment shall in no way serve to release, modify or affect these Protective Covenants, Conditions and Restrictions as to any land theretofore conveyed, (ii) within seven (7) years from the date these Protective Covenants, Conditions and Restrictions are recorded in the Real Property Records of El Paso County, Texas, for any purpose deemed necessary by Declarant, and (iii) at any time in response to any governmental or quasi-governmental suggestion, guideline, checklist, requisite or requirement, particularly with respect to those entities or agencies directly or indirectly involved in, or having an impact on, mortgage financing, mortgage insurance and/or reinsurance. In addition to the right of the Declarant to amend these Protective Covenants, Conditions and Restrictions, a majority of the owners of the Lots may change these Protective Covenants, Conditions and Restrictions in whole or in part after seven (7) years following the date these Protective Covenants, Conditions and Restrictions are recorded in the Real Property Records of El Paso County, Texas. It is expressly agreed and understood, however, that the conditions and restrictions contained herein, pertaining to residential density, may only be amended, released, revised or modified with the prior consent of, and coordination with, all governmental authorities having jurisdiction over the Lot.

8.04 Enforcement. Owners of Lots shall comply with the standards and provisions of these Protective Covenants, Conditions and Restrictions and the Design Guidelines. Declarant or any Owner of a Lot, at their own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions and reservations set out in these Protective Covenants, Conditions and Restrictions and the Design Guidelines, either to restrain violation or to recover damages, without the necessity of posting a bond, cash or otherwise. The prevailing party in any enforcement action shall be entitled to recover his costs, including reasonable attorney's fees and expert fees. The failure to take any action upon any breach or default of these Protective Covenants, Conditions and Restrictions or the Design Guidelines or any delay in taking action to enforce these Protective Covenants, Conditions and Restrictions or the Design Guidelines shall not be deemed a waiver of the right to take enforcement action for that breach or default or the right to take enforcement action for any similar subsequent breach or default.

8.05 Severability. The invalidity of any one or more of the covenants, restrictions, conditions, or provisions contained in these Protective Covenants, Conditions and Restrictions or the Design Guidelines, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

8.06 Encroachments. It shall not be a violation of these Protective Covenants, Conditions and Restrictions for a Lot owner to acquire or own a portion of an adjoining Lot in order to comply with the building setback requirements or to resolve problems resulting from encroachment of buildings, rock walls, or other permanent improvements.

8.07 Interpretation. If these Protective Covenants, Conditions and Restrictions or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of these Protective Covenants, Conditions and Restrictions shall govern.

8.08 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

8.09 Applicable Law. Nothing contained in these covenants shall supersede the applicable laws of any governmental entity having jurisdiction.

8.10 Rights Cumulative. All rights, remedies and privileges granted to the Declarant or any Owner pursuant to the provisions of these Protective Covenants, Conditions and Restrictions, shall be deemed to be cumulative and the exercise of any one or more of such rights, remedies and privileges shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges, as may be available to such party at law or in equity.

Dated: November 30, 2007.

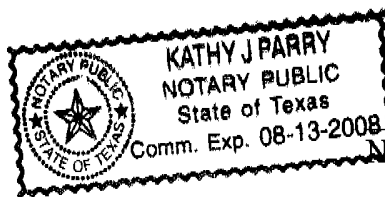

Redstone Village, L.P., a Texas limited partnership

By: Hunt Communities GP, LLC, its General Partner

By: 
Justin Chapman, Vice President

STATE OF TEXAS }
 }
COUNTY OF EL PASO }

This instrument was acknowledged before me on this 30 day of November, 2007 by Justin Chapman, Vice President of Hunt Communities GP, LLC, as General Partner of Redstone Village, L.P. on behalf of said limited partnership.

 
Notary Public, State of Texas

REDSTONE VILLAGE LANDSCAPE PLANT LIST

Common Name	Botanical Name	Ht.	Spread	Plant Type
Trees				
Mulga	Acacia aneura	20'	12'	Evergreen
Catclaw Acacia*	Acacia greggii*	18'	15'	Deciduous
Sweet Acacia	Acacia smallii	30'	25'	Deciduous
Blackbrush Acacia	Acacia rigidula	18'	10'	Deciduous
Twisted Acacia	Acacia schaffneri	18'	20'	Deciduous
Anacacho Orchid Tree	Bauhinia lunarioides (B. congesta)	20'	15'	Deciduous
Canyon Hackberry	Celtis lacvigata var. veticulata	35'	30'	Deciduous
Palo Verde 'Desert Muse	Cercidium x Parkinsonia	20'	25'	Deciduous
Mexican Redbud	Cercis canadensis 'Mexicana'	20'	12'	Deciduous
Texas Redbud	Cercis canadensis var. texana			
Desert Willow	Chilopsis linearis & various cultivars and varieties	25'	15'	Deciduous
Chitalpa	Chitalpa tashkinensis	30'	15'	Deciduous
Arizona Cypress	Cupressus arizona & various cultivars and varieties	45'	30'	Evergreen
Rocky Mountain Juniper	Cupressaceae Juniperus scopulorum			Evergreen
Shademaster Honeylocust	Gleditsia triacanthos inermis 'Skyline'	35'	25'	Deciduous
Alligator Juniper	Juniperus deppeana			Evergreen
Goldenball Leadtree	Leuceana retusa	20'	15'	Deciduous
Mexican Palo Verde	Parkinsonia aculeata	30'	30'	Deciduous
Afghan, Mondel Pine	Pinus elderica	70'	30'	Evergreen
Italian Stone Pine	Pinus pinea			Evergreen
Aleppo Pine	Pinaceae Pinus halepensis			Evergreen
Mt. Atlas Pistache	Pistacia atlantica	30'	20'	Deciduous
Chinese Pistache	Pistacia chinensis			Deciduous
Texas Pistache	Pistacia mexicana (Pistacia texana)	20'	15'	Deciduous
Honey Mesquite*	Prosopis glandulosa*	25'	25'	Deciduous
Screwbean Mesquite	Prosopis pubescens	15'	15'	Deciduous
Purpleleaf Plum	Prunus cerasifera	18'	15'	
Mexican Plum	Prunus mexicana	25'	25'	Deciduous
Arizona White Oak	Quercus arizonica	35'	30'	Evergreen
Texas Red Oak	Quercus buckleyi			
Escarpment Live Oak	Quercus fusiformis	40'	40'	Semi-Evergreen
Gambel Oak	Quercus gambelii			
Holly Oak	Quercus ilex	70'	70'	Evergreen
Burr Oak	Quercus macrocarpa	75'	30'	Deciduous
Chinkapin Oak	Quercus muhlenbergii	60'	40'	Deciduous
Mexican Blue Oak	Quercus oblongifolia	25'	20'	Deciduous
Mexican White Oak	Quercus polymorpha			
Cork Oak	Quercus suber	30'	20'	Evergreen
Flameleaf Sumac	Rhus lanceolata	20'	15'	Deciduous
Western Soapberry	Sapindus saponaria v. drummondii	30'	20'	Deciduous
Lacebark Elm	Ulmus parvifolia			Deciduous
Shrubs				
Whitehorn Acacia	Acacia constricta	12'	10'	Deciduous
Blackbrush Acacia	Acacia rigidula	18'	10'	Deciduous
White Beebrush	Aloysia gratissima	8'	5'	Deciduous
Flame Acanthus	Anisacanthus quadrifidus var. wrightii	5'	4'	Deciduous
Sand Sagebrush	Artemisia filifolia	6'	5'	Semi-Evergreen
Prarie Sagebrush	Artemisia ludoviciana	3'	1'	Semi-Evergreen
Bigleaf Sagebrush	Artemisia tridentata	6'	5'	Evergreen
Four-Wing Saltbush*	Atriplex canesens*	6'	8'	Evergreen
Desert Broom	Baccharis sarothroides	10'	8'	Evergreen

Algerita/Agarito	<i>Berberis trifoliolata</i>	8'	6'	Evergreen
Barberry	<i>Berberis haematocarpa</i>	5'	5'	Evergreen
Mentor Barberry	<i>Berberis mentorensis</i>	7'	7'	Deciduous
Butterfly Bush	<i>Buddleja davidii</i>	6'	4'	Semi-Evergreen
Wooly Butterfly Bush	<i>Buddleja marrubifolia</i>	4'	4'	Semi-Evergreen
Desert Bird-of-Paradise	<i>Caesalpinia gilliesii</i>	8'	6'	Deciduous
Red Bird-of-Paradise	<i>Caesalpinia pulcherrima</i>	6'	6'	Deciduous
Pink Fairy Duster	<i>Calliandra eriophylla</i>	4'	3'	Deciduous
Velvet-Leaf Senna	<i>Cassia lindheimeriana</i>	2'	2'	Deciduous
Desert Cassia	<i>Senna nemophila</i>	6'	6'	Evergreen
Shrubby Senna	<i>Senna wislizenii</i>	7;	6;	Deciduous
Winterfat	<i>Krascheninnikovia lanata</i>	3'	2'	Semi-Evergreen
Mountain Mahogany	<i>Cercocarpus montanus</i>	6'	6'	Evergreen
Desert Hackberry	<i>Celtis pallida</i>	8'	10'	Deciduous
Chamisa, Rabbitbrush	<i>Chrysothamnus nauseosus</i>	6'	6'	Evergreen
Littleleaf Cordia	<i>Cordia parvifolia</i>	6'	8'	Evergreen
Rock Cotoneaster	<i>Cotoneaster horizontalis</i>	1'	5'	Evergreen
Grey leafed Cotoneaster	<i>Cotoneaster glaucophyllus</i>	1'	5'	Evergreen
Silverleaf Cotoneaster	<i>Cotoneaster pannosus</i>	1'	5'	Evergreen
Red Clusterberry	<i>Cotoneaster lacteus 'parneyi'</i>	6'	8'	Evergreen
Cliffrose	<i>Cowania mexicana</i>	12'	8'	Evergreen
Feather or Plume Dalea	<i>Dalea formosa</i>	3'	5'	Deciduous
Black Dalea*	<i>Dalea frutescens*</i>	3'	5'	Evergreen
Indigo Bush	<i>Dalea pulchra</i>	4'	5'	Evergreen
Brittle Bush, Inceinso	<i>Encelia farinosa</i>	5'	5'	Deciduous
Mormon Tea, Joint-Fir	<i>Ephedra spp.*</i>	5'	6'	Evergreen
Turpentine Bush*	<i>Ericameria larcifolia*</i>	3'	2'	Evergreen
Texas Kidneywood	<i>Eysenhardtia texana</i>	8'	8'	Deciduous
Apache Plume*	<i>Fallugia paradoxa*</i>	6'	5'	Evergreen
Cliff Ferndlerbush	<i>Fendlera rupicola</i>	5'	5'	Deciduous
New Mexican Privet	<i>Forestiera pubescens neomexicana</i>	15'	10'	Evergreen
Wright's Silktassel	<i>Garrya wrightii</i>	8'	6'	Evergreen
Mexican honeysuckle	<i>Justica spicigera</i>	6'	4'	Deciduous
Creosote Bush*	<i>Larrea tridentata*</i>	5'	4'	Evergreen
Big Bend Silverleaf	<i>Leucophyllum candidum & various cultivars and varieties</i>	4'	4'	Evergreen
Texas Sage, Cenizo	<i>Leucophyllum frutescens</i>	8'	5'	Evergreen
Chihuahuan Sage	<i>Leucophyllum laevigatum</i>	5'	5'	Deciduous
Rio Bravo	<i>Leucophyllum langmaniae 'Rio Bravo'</i>	5'	5'	Evergreen
Sierra Bouquet	<i>Leucophyllum pruinose 'Sierra Bouquet'</i>	5'	5'	Evergreen
Mountain Ranger/Sierra	<i>Leucophyllum revolutum</i>	4'	4'	Evergreen
Blue Ranger	<i>Leucophyllum zygophyllum</i>	3'	3'	Evergreen
Scented Lippia	<i>Lippia graveolens</i>	6'	4'	Deciduous
Pale Wolfberry	<i>Lycium pallidum</i>	4'	5'	Deciduous
Regal Mist	<i>Muhlenbergia capillaris</i>	3'	2'	Perennial
Bamboo Muhley	<i>Muhlenbergia dumosa</i>	3'	2'	Perennial
El Toro	<i>Muhlenbergia emersleyi 'El Toro'</i>			
Autumn Glow	<i>Muhlenbergia lindheimeri</i>			
Bush Muhly	<i>Muhlenbergia porteri</i>			
Deer Grass	<i>Muhlenbergia rigens</i>	4'	4'	Perennial
Nashville™	<i>Muhlenbergia rigida 'Nashville'</i>	2'	2'	Perennial
Mariola	<i>Parthenium incanum</i>	3'	4'	Evergreen
Rose Pavonia	<i>Pavonia lasiopetala</i>	3'	2'	Perennial
Russian Sage	<i>Perovskia atriplicifolia</i>	4'	3'	Perennial
Green Fountain Grass	<i>Pennisetum setaceum</i>	4;	4;	Deciduous
Dwarf Sumac	<i>Rhus aromatica</i>	5'	6'	Deciduous
Smooth Sumac	<i>Rhus glabra</i>	10'	10'	Deciduous
Dwarf Smooth Sumac	<i>Rhus glabra cismontana</i>	3'	3'	Deciduous

Texan Sumac	<i>Rhus lanceolata</i>			Deciduous
Littleleaf Sumac	<i>Rhus microphylla</i>	8'	10'	Deciduous
Sugar Bush	<i>Rhus ovata</i>			Evergreen
Prairie Flame	<i>Rhus trilobata</i>	5'	7'	Deciduous
Evergreen Sumac	<i>Rhus virens</i>	12'	8'	Evergreen
Wild Rose	<i>Rosa woodsii</i>	5'	8'	Deciduous
Chaparral Sage	<i>Salvia clevelandii</i>	4'	5'	Deciduous
Desert Sage	<i>Salvia dorrii</i> v. <i>dorrii</i>	3'	3'	Deciduous
Cherry Sage	<i>Salvia grahamii</i>	3'	3'	Deciduous
Autumn Sage	<i>Salvia gregii</i>	3'	2'	Deciduous
Mexican Sage	<i>Salvia leucantha</i>	4'	4'	Deciduous
Cherry Sage	<i>Salvia microphylla</i>	3'	3'	Deciduous
Eve's Necklace	<i>Sophora affinis</i>	15'	10'	Deciduous
Texas Mountain Laurel	<i>Sophora secundiflora</i>	15'	10'	Evergreen
Spanish Broom	<i>Spartium junceum</i>	8'	5'	Evergreen
Yellow Bells, Esperanza	<i>Tecoma stans</i>	6'	4'	Deciduous
Orange Jubilee	<i>Tecoma</i> spp. 'Orange Jubilee'	6'	4'	Deciduous
Mexican Buckeye	<i>Ungnadia speciosa</i>	15'	10'	Deciduous
Arizona Rosewood	<i>Vauquelinia californica</i>	15'	10'	Deciduous
Rosewood	<i>Vauquelinia corymbosa</i> v. <i>heterodon</i>	8'	4'	Evergreen
Chisos Rosewood	<i>Vauquelinia corymbosa</i> var. <i>angutifolia</i>			
Vitex, Chaste Tree	<i>Vitex agnus-castus</i>	15'	20'	Deciduous

Accents

Century Plant	<i>Agave americana</i>	15'	5'	Cactus
Lecheguilla*	<i>Agave lecheguilla</i> *	1'	18'	Cactus
Cat Claw	<i>Ancistrocactus uncinatus</i>	6"	6"	Cactus
Flabby Pincushion	<i>Coryphantha macromeris</i>	6"	18"	Cactus
Giant Pincushion	<i>Coryphantha scherri</i>	9"	5"	Cactus
Spiny Stars*	<i>Coryphantha vivipara</i> *	8'	4'	Cactus
Sotol*	<i>Dasyliirion</i> sp.*	15'	4'	Cactus
Devil's Head, Blue Barrel	<i>Echinocactus horizontalonius</i>	1'	1'	Cactus
Fendler's Hedgehog*	<i>Echinocereus fendleri</i> *	10"	10"	Cactus
Texas Rainbow*	<i>Echinocereus dasyacantha</i> *	1"	1"	Cactus
Claret Cup*	<i>Echinocereus triglochidiatus</i> *	8"	6"	Cactus
Green-flowered Rainbow	<i>Echinocereus viridiflorus</i> *	10'	12'	Cactus
White Stars*	<i>Escobaria tuberculosa</i> *	7"	30"	Cactus
White Stars*	<i>Escobaria dasyacantha</i>	7"	30"	Cactus
Texas or Fishhook Barrel*	<i>Ferocactus</i> spp.*	1'	9"	Cactus
Eagle Claws*	<i>Echinocactus horizontalonius</i> var. <i>nicholii</i> *	12"	6"	Cactus
Ocotillo*	<i>Fouquieria splendens</i> *	15'	6'	Cactus
Yellow Yucca	<i>Hesperaloe parviflora</i> lutea	5'	4'	Cactus
Red Yucca	<i>Hesperaloe parviflora</i>	5'	4'	Cactus
Lacy Pincushion	<i>Mammillaria lasiacantha</i> *	2"	2"	Cactus
Fishhook*	<i>Mammillaria microcarpa</i> *	6"	1'	Cactus
Large-fruited Fishhook	<i>Mammillaria wrightii</i>	2"	3"	Cactus
Bear Grass	<i>Nolina microcarpa</i>			Cactus
Texas Bear Grass, Sacal	<i>Nolina texana</i>	8'	5'	Cactus
Sand Prickly Pear	<i>Opuntia arenaria</i>	4'	6'	Cactus
Prickly Pear*	<i>Opuntia engelmannii</i> *	4'	10'	Cactus
Cows Tongue	<i>Opuntia engelmannii</i> 'Linguidomis'	5'	5'	Cactus
Cholla*	<i>Opuntia imbricata</i> *	8'	4'	Cactus
Texas Prickly Pear*	<i>Opuntia lindheimeri</i> *	5'	5'	Cactus
Purple Prickly Pear*	<i>Opuntia macrocentra</i> *	5'	5'	Cactus
Engelmann's Prickly Pea	<i>Opuntia phaeacantha</i> *	3'	4'	Cactus
Spanish Bayonet	<i>Yucca aloifolia</i>	10'	5'	Cactus
Banana Yucca*	<i>Yucca baccata</i>	3'	2'	Cactus

Buckley's Yucca, White F	<i>Yucca constricta</i>			Cactus
Soaptree Yucca	<i>Yucca elata</i>	12'	3'	Cactus
Faxon Yucca	<i>Yucca faxoniana</i>	25'	8'	Cactus
Pendula Yucca	<i>Yucca recurvifolia</i>	5'	2'	Cactus
Blue Yucca, Palmilla	<i>Yucca rigida</i>			Cactus
Beaked yucca	<i>Yucca rostrata</i>			Cactus
Thompson's Yucca	<i>Yucca thompsoniana</i>			Cactus
Torrey's Yucca	<i>Yucca torreyi</i>			Cactus
Ground Covers				
Desert Carpet*	<i>Acacia redolens</i> 'Desert Carpet'™	2'	15'	Deciduous
Artemisia	<i>Artemisia</i> sp	3'	3'	Semi-Evergreen
Silvermound	<i>Artemisia schmidtiana</i> 'Silvermound'	2'	1'	Semi-Evergreen
Centennial Coyote Bush	<i>Baccharis p. var. centennial</i>	4'	5'	Evergreen
Dwarf Coyote Bush	<i>Baccharis pilularis</i>	2'	5'	Evergreen
California Ice Plant	<i>Carpobrotus chilensis</i>	1'	5'	Deciduous
Common Ice Plant	<i>Carpobrotus edulis</i>	1'	5'	Evergreen
Sierra Gold	<i>Dalea capitata</i> 'Sierra Gold'™	1'	3'	Deciduous
Trailing Indigo Bush	<i>Dalea greggii</i>			
Gazania	<i>Gazania rigens</i>	1'	1'	Evergreen
Mexican Primrose	<i>Oenothera berlandieri</i>	1'	18"	Biennial
Canyon Sage	<i>Salvia lycioides</i>	1'	2'	Annual
Stonecrop	<i>Sedum</i> spp.	6"	2'	Evergreen
Germander	<i>Teucrium chamaedrys</i>	1'	2'	Evergreen
Prostrate Germander	<i>Teucrium chamaedrys</i> 'Prostratum'	6"	3'	Evergreen
Sandpaper Verbena	<i>Glandularia rigida</i>	1'	4'	Perennial
Vines				
Coral Vine, Queen's Wre	<i>Antigonon leptopus</i>	10'	4'	Deciduous
Western Virgin's Bower	<i>Clematis linguicifolia</i>	20'	10'	Perennial
Giant Snapdragon Vine	<i>Epixiphium wislizenii</i>	8'	5'	Annual
Alamo Vine	<i>Merrima dissecta</i>	15'	8'	Perennial
Flowers				
Heart's Delight	<i>Abronia ameliae</i>	18"	3'	Perennial
Sand Verbena	<i>Arbronia angustifolia</i>	18"	3'	Annual
Fragrant Sand Verbena	<i>Abronia fragrans</i>	18"	3'	Perennial
Common Yarrow, Milfoil	<i>Acchillea millefolium</i>	2'	3'	Perennial
Fernleaf Yarrow	<i>Acchillea filipendulina</i>	4'	3'	Perennial
Yarrow	<i>Acchillea</i> sp.	3'	2'	Perennial
Trailing Four O'Clock	<i>Allionia incarnata</i>	5"	2'	Annual
Garlic Chives	<i>Allium tuberosum</i>	18"	6"	Perennial
Blue Star	<i>Amsonia grandiflora</i>	2'	1'	Perennial
Golden Columbine	<i>Aquilegia chrysantha</i>	2'	2'	Perennial
Prairie Aster*	<i>Aster</i> spp.	3'	3'	Perennial
Desert Marigold*	<i>Baileyi multiradiata*</i>	18"	1"	Biennial
Chocolate Daisy	<i>Berlandiera lyrata</i>	2'	1'	Perennial
Wine Cups	<i>Callirhoe involucrata</i>	6"	2'	Perennial
Sun Drops	<i>Calylophus hartwegii</i>	8"	3'	Perennial
Chile Pequin	<i>Capsicum annuum</i>	2'	2'	Perennial
Indian Paintbrush	<i>Castilleja integra</i>	18"	1'	Perennial
Coreopsis	<i>Coreopsis lanceolata</i>	2'	1'	Evergreen
Bat-faced Cuphea	<i>Cuphea llavea</i>			Perennial
Golden Dysodia	<i>Thymophylta pentachaera</i>	1'	1'	Annual
Purple Coneflower	<i>Echinacea purpurea</i>	3'	1'	Perennial
Spreading fleabane	<i>Erigeron divergens</i>	2'	1'	Perennial
Wallflower	<i>Erysimum</i> spp.	1.5'	1'	Perennial
Mexican Poppy*	<i>Eschscholzia mexicana*</i>	1'	2"	Annual

Euphorbia	<i>Euphorbia rigida</i>	18"	3'	Perennial
Red Indian Blanket	<i>Gaillardia amblyodon</i>	1'	1'	Perennial
Blanket Flower	<i>Gaillardia aristata</i>			Perennial
Indian Blanket	<i>Gaillardia pulchella</i>	1'	2'	Perennial
Bee Blossom	<i>Gaura lindheimeri</i>	2'	2'	Perennial
Maximillian's Sunflower	<i>Helianthus maximilian</i>	6'	3'	Perennial
Golden Aster	<i>Heterotheca villosa (Chrysopsis villosa)</i>	18"	18"	Perennial
Desert-rose Mallow	<i>Hibiscus denudatus</i>	2'	1'	Perennial
Angelita Daisy	<i>Hymenoxys acaulis</i>	1'	1'	Perennial
Blue Trumpets	<i>Ipomopsis longiflora</i>	18"	18"	Annual
Trailing Purple Lantana	<i>Lantana montevidensis</i>	1'	1'	Perennial
New Gold' Lantana	<i>Lantana spp.</i>	1'	3'	Perennial
Trailing Yellow Lantana	<i>Lantana spp.</i>	1'	3'	Perennial
Gayfeather	<i>Liatris punctata</i>	3'	1'	Perennial
Gayfeather	<i>Liatris spicata</i>	3'	1'	Perennial
Blue Flax	<i>Linum lewisii</i>	2'	1'	Perennial
Flax	<i>Linum perenne</i>	2'	1'	Perennial
Big Bend Bluebonnet	<i>Lupinus havardii</i>	1'	1'	Perennial
Blackfoot Daisy	<i>Melampodium leucanthum</i>	1'	1'	Perennial
Desert Four O'Clock	<i>Mirabilis multiflora</i>	1'	3'	Perennial
Lemon Mint	<i>Monarda citradora</i>			Perennial
Trailing Four O'Clock	<i>Allionia incarnata</i>	5"	2'	Annual
Garlic Chives	<i>Allium tuberosum</i>	18"	6"	Perennial
Blue Star	<i>Amsonia grandiflora</i>	2'	1'	Perennial
Golden Columbine	<i>Aquilegia chrysantha</i>	2'	2'	Perennial
Prairie Aster*	<i>Aster spp.</i>	3'	3'	Perennial
Desert Marigold*	<i>Baileyi multiradiata*</i>	18"	1"	Biennial
Chocolate Daisy	<i>Berlandiera lyrata</i>	2'	1'	Perennial
Wine Cups	<i>Callirhoe involucrata</i>	6"	2'	Perennial
Sun Drops	<i>Calylophus hartwegii</i>	8"	3'	Perennial
Chile Pequin	<i>Capsicum annuum</i>	2'	2'	Perennial
Indian Paintbrush	<i>Castilleja integra</i>	18"	1'	Perennial
Coreopsis	<i>Coreopsis lanceolata</i>	2'	1'	Evergreen
Bat-faced Cuphea	<i>Cuphea llavea</i>			Perennial
Golden Dyssodia	<i>Thymophylla pentachaera</i>	1'	1'	Annual
Purple Coneflower	<i>Echinacea purpurea</i>	3'	1'	Perennial
Spreading fleabane	<i>Erigeron divergens</i>	2'	1'	Perennial
Wallflower	<i>Erysimum spp.</i>	1.5'	1'	Perennial
Mexican Poppy*	<i>Eschscholzia mexicana*</i>	1'	2"	Annual
Euphorbia	<i>Euphorbia rigida</i>	18"	3'	Perennial
Red Indian Blanket	<i>Gaillardia amblyodon</i>	1'	1'	Perennial
Blanket Flower	<i>Gaillardia aristata</i>			Perennial
Indian Blanket	<i>Gaillardia pulchella</i>	1'	2'	Perennial
Bee Blossom	<i>Gaura lindheimeri</i>	2'	2'	Perennial
Maximillian's Sunflower	<i>Helianthus maximilian</i>	6'	3'	Perennial
Golden Aster	<i>Heterotheca villosa (Chrysopsis villosa)</i>	18"	18"	Perennial
Desert-rose Mallow	<i>Hibiscus denudatus</i>	2'	1'	Perennial
Angelita Daisy	<i>Hymenoxys acaulis</i>	1'	1'	Perennial
Blue Trumpets	<i>Ipomopsis longiflora</i>	18"	18"	Annual
Trailing Purple Lantana	<i>Lantana montevidensis</i>	1'	1'	Perennial
New Gold' Lantana	<i>Lantana spp.</i>	1'	3'	Perennial
Trailing Yellow Lantana	<i>Lantana spp.</i>	1'	3'	Perennial
Gayfeather	<i>Liatris punctata</i>	3'	1'	Perennial
Gayfeather	<i>Liatris spicata</i>	3'	1'	Perennial
Blue Flax	<i>Linum lewisii</i>	2'	1'	Perennial
Flax	<i>Linum perenne</i>	2'	1'	Perennial
Big Bend Bluebonnet	<i>Lupinus havardii</i>	1'	1'	Perennial

Blackfoot Daisy	Melampodium leucanthum	1'	1'	Perennial
Desert Four O'Clock	Mirabilis multiflora	1'	3'	Perennial
Lemon Mint	Monarda citradora			Perennial
Lemon Mint	Monarda citradora			Perennial
Bergamont	Monarda fistulosa			Perennial
Bee Balm	Monarda fistulosa v. methaefolia			Perennial
Bee Balm	Monarda pectinata			Perennial
Spotted Bee Balm	Mondard punctata			Perennial
White Evening Primrose	Oenothera caespitosa	8"	2'	Perennial
Baja Evening Primrose	Oenothera stubbei	6"	4'	Perennial
Phlox, Sand Penstemon	Penstemon ambiguus	4'	3'	Perennial
Rock Penstemon	Penstemon baccharifolius	18"	1'	Evergreen
Cardinal Penstemon	Penstemon cardinalis	3'	2'	Perennial
Sunset Penstemon	Penstemon clutei	3'	1'	Perennial
Firecracker Penstemon	Penstemon eatoni	3'	2'	Perennial
Harvard Penstemon	Penstemon harvardii	3'	2'	Perennial
Palmer's Penstemon	Penstemon palmeri	3'	2'	Perennial
Wild Snapdragon, Parry's	Penstemon parryi	3'	2'	Perennial
Desert Beardtongue	Penstemon pseudospectabilis	3'	2'	Perennial
Superb Penstemon	Penstemon superbus	2'	2'	Perennial
Thurber's Penstemon	Penstemon thurberii	3'	3'	Perennial
Wright's Milkworth	Polygala alba	1'	6"	Perennial
Paperflower*	Psilostrophe tagentina*	18"	1'	Perennial
Mexican Hat	Ratibida columnaris	3'	1'	Perennial
Browneyed Susan	Rudbeckie hirta	2'	1'	Perennial
Mealy Cup Sage	Salvia farinaceae	2"	2'	Deciduous
Cedar Sage	Salvia roemeriana	3'	3'	Deciduous
Green Santolina, Lav. C	Santolina virens	1'	3'	Evergreen
Grey Santolina, Lav. Co	Santolina chamaecyparissus	1'	3'	Evergreen
Desert-rose Mallow	Hibiscus denudatus	2'	1'	Perennial
Threadleaf Groundsel	Senecio flaceida	2'	2'	Perennial
Globe Mallow*	Sphaeralcea ambigua	3'	5'	Perennial
Prince's Plume	Stanleya pinnata	3'	2'	Perennial
Sweet Scented Marigold	Tagetes lucida	18"	2'	Perennial
Dakota Verbena	Verbena bipinnatifida	1'	4'	Deciduous
Verbena Species	Verbena ciliata	1'	4'	Deciduous
Desert Verbena	Glandularia goodingii	1'	3'	Deciduous
Peruvian Verbena	Verbena peruviana	8"	3'	Deciduous
Rock Verbena	Glandularia pulchella	8"	3'	Deciduous
Verbena Species	Verbena rigida	2'	3'	Deciduous
Moss Verbena	Glandularia tenuisecta	1'	4'	Deciduous
Sweet William	Verbena wrightii	1'	4'	Deciduous
Skeletonleaf Goldeneye*	Viguiera stenolobal*	4'	3'	Semi-Evergreen
White Rain Lily	Zephyranthes candida	1'	1'	Evergreen
Pink Rain Lily	Zephyranthes grandiflora	1'	1'	Evergreen
Yellow Rain Lily	Zephyranthes sulphurea	1'	1'	Evergreen
Alamo, Zephyr Flower	Zephyranthes hybrids	1'	1'	Evergreen
Desert Zinnia	Zinnia acerosa	6"	1'	Perennial
Plains Zinnia	Zinnia grandiflora	6"	1'	Perennial

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Filed & Recorded in

Official Records of

EL PASO COUNTY

DELIA BRIONES

COUNTY CLERK

Fees \$100.00

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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