

DECLARATION
OF
COVENANTS, CONDITIONS
AND
RESTRICTIONS
ON AND FOR
LAS ESTANCIAS ESCONDIDAS
SUBDIVISION
CITY OF SOCORRO
EL PASO COUNTY
TEXAS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LAS ESTANCIAS ESCONDIDAS
(A RESIDENTIAL SUBDIVISION)

THE STATE OF TEXAS

CITY OF EL PASO

THIS DECLARATION, made on behalf of Carefree Land I, L.P. a
Texas Limited Partnership, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of the real property described in Article II of
this declaration and desires to create thereon a residential community with designated
"lots", "Common Facilities" and "Easements", as those terms are defined therein, for the
benefit of the present and future Owners of said Lots; and

WHEREAS, Declarant desires to provide for the preservation of values and
amenities in said community and for the maintenance of said "Common Facilities"; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of
the values and amenities in the said community to create, an agency which will be
delegated and assigned the powers of maintaining and administering the Common
Facilities and administering and enforcing the covenants and restrictions, and
collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant shall cause a nonprofit corporation to be formed under
the laws of the State of Texas for the purpose of exercising the aforementioned functions;

NOW, THEREFORE, the Declarant declares that the real property described in
Article II is and shall be held, transferred, sold, conveyed, occupied, and enjoyed
subject to the covenants, restrictions, easements, charges, and liens (sometimes
referred to collectively as "covenants and restrictions") hereinafter set forth.

ARTICLE I. DEFINITION

The following words, when used in this Declaration (unless the content shall
prohibit) shall have the following meanings:

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- (a) "Association," shall mean and refer to the nonprofit corporation which the Declarant shall cause to be incorporated under the name LAS ESTANCIAS ESCONDIDAS, as herein provided, its successors and assigns.
- (b) "The Subdivision," shall mean and refer LAS ESTANCIAS ESCONDIDAS and all subdivisions brought within the scheme of this Declaration, and any other real proerty (including specifically, but not without limitations, all or other subdivisions being or to be developed by Declarant, its successors, or affiliated of subsidiary entities) brought within the scheme of this Declaration.
- (c) "The Properties" shall mean and refer to the properties described in Article II hereof which are subject to this Declarant.
- (d) "Subdivision Plat" shall mean and refer to the map or plat of LAS ESTANCIAS ESCONDIDAS recorded in the Plat Records of El Paso County, Texas.
- (e) "Lot and/or Lots" shall mean and refer to each of the lots shown upon the Subdivision Plat.
- (f) "Common Facilities" shall consist of improvements for the use and benefit of all Owners, which shall be constructed on portions of one or more lots. By way of illustration, it is intended as of the date of this Declaration that the "Common Facilities" will include, gates at entrance together with the gate mechanism, keys or other entry devices and lighting and landscaping at the entry of the subdivision.
- (g) "Supplemental Declaration" shall mean and refer to any supplemental Declaration under the authority provided in article II hereof. References herein (whether specific or general) to the provisions set forth in (any or all) "Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declaration.
- (h) "Owner" shall mean and refer to the record Owner of the fee simple title to any lot(s) whether one or more persons or entities, but shall not mean or refer to any mortgage unless and until such mortgage has aquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (i) "Member" and /or "Members" shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof together with all Owners in the subdivisions who are Members of the Association as provided in all Supplemental Declarations.

ARTICLE III. PROPERTY SUBJECT TO THIS DECLARATION; EASEMENTS

Section 2.01. Description. The real Property which is , and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration consists of the following:

BEING TRACT 8B AND A PORTION OF TRACT 8B2, BLOCK 18, SOCORRO GRANT

Section 2.02. Existing Easements. The Subdivision Plat dedicates for use as such subject to the limitations set forth therein, certain streets and easements shown thereon, and such Subdivision Plat further establishes limitations, reservations and restrictions applicable to the Properties. Further, Declarant and Declarant's predecessors in title may have heretofore granted, created and dedicated by recorded instruments certain other easement and related rights affecting the Properties. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat and all grants and dedications of easements and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Properties are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Properties.

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Section 2.03. Changes and Additions. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for public utility purposes (including, without limitation, gas, water, sanitary sewer, electricity, telephone and drainage), in favor of any person or entity furnishing or to furnish utility services to (the Properties, along and on either or both sides of any side Lot line, which such easements shall have a maximum width of ten (10) feet on each side of such side Lot line.

Section 2.04. Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Properties for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to water, sewer, telephones, electricity, gas, irrigation, and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, across and under the Properties within the public utility easements from nine to (line existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Properties until approved by Declarant or the Association's Board' if Trustees. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Subdivision Plat, and to trim the overhanging trees and shrubs located on portions of the Properties abutting such easements.

Section 2.05. Underground Electric Service. An underground electric distribution system will be installed within the Properties, which will be designated an underground residential subdivision, and which underground service area shall embrace all Lots in The Properties. The Owner of each Lot in the underground residential subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local government authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on the customer's structure to the point of attachment at such company's installed transformers or energized secondary Junction boxes, such point of attachment to be made available by the electric company at a point designated by such company, at the property line of each Lot. The electrical company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For as long as underground service is maintained in the underground residential subdivision the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase 120-240 volt, three (3) wire, sixty (60) cycle alternating current.

Section 2.06. Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to (the construction, maintenance, operation or repair of any facility in any such easement area. In the event of an inconsistency between this provision and the terms of the easement agreement with the utility company, the easement agreement shall control.

Section 2.07. Private Irrigation Easements. The Subdivision Plat also dedicates certain private irrigation easements for the benefit of lands entitled to an allotment of Rio Grande surface waters from the El Paso County Water Improvement District No 1 for irrigation purposes. The Declarant makes no representation or warranty with respect to which lands, if any, within the Subdivision are entitled to irrigation water. At the time of platting, all surface irrigation water rights have been or will be transferred for a term of years and are not available. If any Lot Owner is in the future entitled to

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irrigation water and desires to construct irrigation ditches or other irrigation facilities within the private irrigation easements such Lot Owner must do so at this own expense, and shall be solely responsible for maintaining the irrigation ditches and/or other irrigation facilities. The Association shall have the right, but not the obligation to make rules governing the use of the private irrigation easements.

ARTICLE III. THE ASSOCIATION

Section 3.01. Organization. The Declarant shall cause the Association to be organized and formed as a no-profit corporation under the laws of the State of Texas.

Section 3.02. Purpose. The purpose of the Association, in general shall be to provide for and promote the health, safety, and welfare of the Members, to collect the regular and any special assessments, and to administer the funds collected to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Facilities in the Subdivision (s) and such other purposes as stated in Articles of Incorporation consistent with the provisions of this Declaration and all Supplemental Declarations.

Section 3.03. Trustees. The Association shall initially act through a three Member Board of Trustees, selected by the Declarant, which shall manage the affairs of the Association. Until the conversion date, a majority of Members of the Board of Trustees may act on behalf of the Association. Each initial Trustee shall serve for an initial term as provided in the Bylaws of the Association and thereafter until such time as his successor is duly elected and qualified.

Section 3.04. Members. Each Owner, whether one or more persons or entities, of a Lot shall upon and by virtue of becoming such Owner become a Member of the Association and shall remain a Member thereof until such time as his Ownership ceases for any reason, at which time his Membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and automatically follow the legal Ownership of each Lot and may not be separated from such Ownership whenever the legal Ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for the transfer of Membership in the Association, and no certificate of Membership will be issued.

Section 3.05. Voting Rights. Until the conversion date, the Declarant shall have the sole right to vote in matters concerning the Association. The conversion date shall be defined as the time when Declarant has sold its interest in 100% of the residential Lots in the subdivision to unrelated third parties and by Declaration, to be recorded, turns over control and management of the Association to a Board of Trustees established by the Association Members in accordance with the bylaws of the Association.

From and after the conversion date, each Member shall be entitled to one (1) vote for each Lot to which it holds the interest required for Association Membership. Where more than one person or entity holds such interest in any Lot, or portion thereof, all such persons or entities shall be a single Member and the vote for such Member shall be exercised as the parties shall determine among themselves, provided however, that in the aggregate, no more than one (1) vote shall be cast with respect to each Lot.

The Association shall not be a voting Member of the Association by virtue of its Ownership of any Lot or portion thereof.

Section 3.06. Title to Common Facilities. To the extent permitted by law, Declarant shall retain legal title to the Common Facilities in the subdivision until such time as it has completed or caused to be completed the improvements therein and may thereafter convey such title to the Association for Management and Maintenance.

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Section 3.08. Community Services Arrangements Declarant and the Association may arrange for the employment and the utilization of a mechanical crossing gate and/or unarmed community services Personnel. The Declarant and the Association hope that the electric gate concept will discourage uninvited and unauthorized vehicular traffic within the Subdivision and foster a higher degree of peace and tranquility. However, the Subdivision is not entirely encompassed by a fence that cannot be traversed, nor are there any plans for such an enclosure. The gate is not designed to restrict or impede pedestrian traffic into, within or out of the Subdivision, and will be left opened during construction of dwellings and during development of the Subdivision.

Although the Declarant and the Association reasonably believe that the existence and visibility of community services personnel and controlled access points may discourage the commission of criminal acts (e.g. burglary, theft, etc.) within the Subdivision, nevertheless neither the Declarant nor the Association warrant or guarantee that

- (a) the community services personnel and/or gate arrangements are sufficient and adequate to diminish or eliminate the commission of crimes against persons or property, and
- (b) such acts will not be attempted or actually occur within the Subdivision.

These community services arrangements are not designed or intended to replace the conventional police and fire protection and paramedical services available from the City of Socorro.

The Association will seek to carry public liability insurance generally covering bodily injury and property damage arising out of negligent acts by employees. Members or authorized representatives of the Association. The Association will not carry an insurance pertaining to nor does it assume any liability or responsibility for the real or personal property of the Owners and Members (and their respective family members and guests)

Each Owner and Member expressly understands, covenants and agrees with Declarant and the Association that:

- (a) neither Declarant nor the Association has any responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of each owner and Member;
- (b) each Owner and Member shall from time to time and at various times consult with reputable insurance industry representatives of each Owner's and Member's own selection to select,

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purchase, obtain and maintain appropriate insurance providing the amount, type and kind of insurance deemed satisfactory to each Owner and Member covering his or her real and personal property.

(e) each Owner and Member releases and holds Declarant, the Association, and their respective officers, directors and agents, harmless from any uninsured liability, claims, causes of action or damages of any kind or character whatsoever, arising out of, or related directly or indirectly, to

Any and all aspects of the community services systems within the subdivision, including, without limitation:

- (1) the interviewing, hiring, training, licensing (if any), bonding (if any) and employment of community services personnel.
- (2) the instructions, directions and guidelines issued to or by the community services personnel.
- (3) the duties, performance, actions, inactions, or omission of or by the community services personnel, and
- (4) the functioning (whether mis-, mal- or non-) of the mechanical gate access devices;

(d) each Owner and Member will cooperate with Declarant, the Association and the Architectural Control Committee in connection with the establishment, evolution and maintenance of reasonable controls on the pedestrian and vehicular traffic into and within the Subdivision and abide by any and all rules and regulations of the Association, as adopted and promulgated from time to time, Related to the entry upon and use of any streets and other common areas within the Subdivision.

ARTICLE IV. PROPERTY RIGHTS IN THE COMMON FACILITIES

Section 4.01. Members Enjoyment of Common Facilities. Every Member shall have a common right and easement of enjoyment in and to the Common Facilities in the Subdivision, and such right and easement shall be appurtenant to and pass with the title to each Lot in the Subdivision.

Section 4.02. Common Facilities Penned. Until such time, if ever, that the Association designates Additional Common Facilities, the only Common Facilities shall be as enumerated in 1 (f).

Section 4.03. Delegation of Use. Any Member may delegate his right of use and enjoyment of the Common Facilities in The Subdivision, together with all easement right granted to Members in this Declaration and all Supplemental Declarations, to the Members of his family, his tenants, or contract purchasers who reside on his Lot. The term "Member" is further defined to include and refer to the executors, personal representatives and administrators of any Member, and all other persons, firms, or corporations acquiring or succeeding to the title of the Member by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law, or in any legal manner.

Section 4.04. Alienation or Hypothecation. Except as herein otherwise specifically provided, no portion of the Common Facilities may be alienated, released, transferred, hypothecated, or otherwise encumbered without the approval of Members present at any annual meeting (or special meeting called for such purpose) holding two-thirds (2/3) of the voting rights at which a quorum (as defined in the Bylaws) is present.

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ARTICLE V. ASSESSMENTS AND FEES

Section 5.01. Purpose of Assessment. The assessments levied hereunder by the Association shall be used exclusively, for the purpose of maintaining the Common Facilities and promoting the comfort, collective mutual enjoyment, safety, health and welfare of the Owners of the property, including but not limited to the following:

(a) The maintenance, repair or replacement of the gate, sign, landscaping and the improvements therein or any other Common Facilities that may be designated by the Association along with the cost of any associated management or supervisory services, fees, gate at entrance together with the gate mechanism, keys or other entry devices and lighting and landscaping at the entry of the subdivision.

(b) Water and electricity necessary to maintain front gate operating including landscaping.

(c) The design, purchase and installation of any Common Facilities.

(d) The purchase of insurance coverage (as needed) related to the Common Facilities and other property of the Association.

(e) The carrying out of the duties of the Board of Trustees as provided in the bylaws and Articles of Incorporation of the Association and in this Declaration.

(f) The carrying out of the purposes of the Association as stated herein and in its Declaration and Articles of Incorporation, and:

(g) The carrying out of all other matter set forth or contemplated in the Declaration or allowed by the laws for the Texas Non-Profit Corporation.

Section 5.02. Annual Budget and Regular Annual Assessments. Each fiscal year while the Declaration is in force, the Board shall adopt an annual budget and Regular Annual Assessment to be levied for the next year. All Regular Annual Assessments will be made in accordance with the Bylaws of the Association and determined no later than 15 days before the beginning of the fiscal year.

Each Lots pro rata share of the Regular Annual Assessment shall be determined by dividing the total Assessment by the number of Lots in the subdivision subject to Assessment. The Board as its discretion may adjust the pro rate share due for unimproved Lots.

Section 5.03. Payment of Regular Assessments. The Regular Annual Assessment provided for herein shall commence on a date fixed by the board and thereafter be due and payable in annual installments in advance no later than 30 days after the beginning of the fiscal year. The initial regular assessment will be \$20.00 per month. At no time may the assessments increase in excess of 20% per year.

Section 5.04. Special Assessments. In addition to the Regular Assessments provided herein. Special Assessments may be levied as provided for in the bylaws of the Association, subject to the limitation in Section 5.03.

Section 5.05. Enforcement and Personal Obligation of Owners. The Regular Annual Assessments and Special Assessments provided for herein shall be the personal and individual debt of the Owner of a

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Lot or portion thereof covered by such assessments. No Owner may, for any reason, except itself from liability for such Assessments levied in accordance with the provisions of this Declaration of Bylaws. In the event that any Assessment or installment thereof is not paid when due and remains unpaid for a period of (30) days thereafter, then the unpaid amount shall become delinquent and shall together with interest thereon and cost of collection become a personal obligation and debt of the non paying Owner (Member) secured by a self-executing lien on the Lot or portion thereof including all improvements thereon. The Association, at its sole discretion, may elect to accept a partial payment without waiving any rights with respect to the remaining balance due.

The obligation of an Owner to pay an assessment on a Lot during such Owners period of Ownership shall remain its personal obligation, and a sale or other transfer of title to such Lots shall not release the former Owner from said liability. The lien for any unpaid Assessment shall be unaffected by the sale or transfer of full or partial interest in a Lot. In the event of a full or partial sale of a Lot, it is the sole responsibility of the Owner, and not the Association, to disclose to the buyer or transferee that an unpaid Assessment against the Ownership interest exist. A copy of the notice shall be sent to the Association at the time notification is given and upon written request, the Association shall provide Owner with a statement reflecting the amount of any unpaid or delinquent Assessments with respect to the Lot (s) owned by said Owner.

The unpaid amount of any Assessment shall bear interest at eighteen percent (18%) per annum or the maximum legal rate of interest then prevailing, whichever is less. In addition, the board may elect to retain the services of any attorney of its choice for the purposes of collecting any unpaid Assessment and interest charges thereon, and/or to foreclose the lien against the property, or to pursue any other legal or equitable remedy which the Association may have. The cost of collection shall be added to the unpaid and/or delinquent amount due the Association.

Section 5.06. Lien and Foreclosure. Upon delinquency, all sums assessed in the manner provided in this Declaration or in the bylaws, together with all interest and collection cost as herein provided shall be secured by the lien provided for in section 5.05 above. The Association, at its sole discretion, may elect to proceed with any and all legal remedies, including but not limited to foreclosure, for the collection of the delinquent amount. The Association shall have the right to bid on the property being foreclosed.

Section 5.07. Lien Subordination. Any lien established as herein provided in this Declaration or the bylaws shall be subordinate and inferior to any Purchase Money Mortgage or first vendor's lien and Deed of Trust in favor of any Bank, Mortgage Company or other approved lender. Provided however that such subordination shall apply only to Assessments which have become due and payable prior to a foreclosure by any lender under the terms and conditions any such mortgage or Deed of Trust. Such foreclosure shall not relieve any new Owner from the liability of any new Assessments thereafter becoming due or from any lien arising out of any such subsequent Assessments. Notwithstanding anything to the contrary herein, a lien for Assessments shall be unaffected by a foreclosure of other than a first lien created by a Deed of Trust or Mortgage.

Section 5.08. Collection and Enforcement. Each Member, by his assertion to title or claim of Ownership, or by his acceptance of a deed to a Lot, whether or not recited in such deed, shall be conclusively deemed to have an expressly vested interest in the Association. The Association, through its officers and agents shall have the right and authority to take all action which the Association deems proper for the collection of Assessments and/or the enforcement of the bylaws or liens due the Association.

ARTICLE VI. ARCHITECTURAL CONTROL

Section 6.01. Architectural Control. No building, fence, wall or other structure shall be erected, placed or altered on any of the Lots until the construction plans and specifications and a plat showing the location of the structure have been approved by the Architectural Control Committee as to quality of

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workmanship and materials, harmony of external design with existing and proposed structures, and as to location with respect to topography and finish grade elevation. The Committee shall have broad, discretionary authority to interpret and apply the standards set forth in this Declaration.

Section 6.02. Architectural Control Committee.

(a) **Membership.** The Architectural Control Committee is composed of Francisco Arroyos III, George Thomas and Lupe Martinez, all of El Paso, Texas. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any Member of the Committee, the remaining Members of the Committee shall have full authority to designate a successor. Neither the Members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this Declaration. Any time after the expiration of ten years from the date of this Declaration, or at any time after all of the Members resign, the Association shall have the power through a duly recorded written instrument to change the Membership of the Committee or remove or restore to it any of its powers and duties.

(a) **Procedure.** The Committee's approval or disapproval as required in this Declaration shall be in writing, and in the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after final and complete plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related procedural requirement for this Declaration shall be deemed to have been fully complied with. No action shall be taken against the Declarant, its officers, directors or shareholders, the Association, its officers, trustees, or Members, or the Architectural Control Committee for any action or failure to act on matters required of them in this Declaration.

Section 6.03. Approval of construction. Without limitations, the Architectural Control Committee shall have the right to specify construction requirements for each lot as follows, the location and height of each residence, the extent and height of fences, walls or other screening devices, the orientation of all structures with respect to the major entry and frontage, exterior design, exterior materials and colors, roof design, front yard landscaping, driveways and walkways. The Committee shall also have the right to reject any plans and specification that do not comply with the restrictions herein imposed, or, in the sole discretion of the committee, do not meet the desired design requirements or compatibility of the properties desired by the committee. The Committee shall also, at its sole discretion, have the right to grant variances of the minimum requirements set out herein, provided however that such variances meet the minimum requirements

Section 6.04. Transfer of Authority to the Association. The Architectural Committee may, at any time, assign its duties, rights, power and authority to the Board of Trustees of the Association by way of the sole election of the majority Committee members. The Board of Trustees of the Association, from and after the date of such assignment, shall have full right, authority and power and shall be obligated to perform the functions of the Architectural Control Committee.

Section 6.05. Size of Residences. The ground floor of the main structure, exclusive of one-story open porches and garages, shall not be less than 1400 square feet for a one story residence, and the combined living area of a 1 1/2 or 2 story residence shall not be less than 1500 square feet for upstairs and downstairs. The Architectural Control Committee shall have the right to grant variances not to exceed 10 % of the above minimum requirements, provided however that the proposed residence shall maintain the integrity of the properties.

Section 6.06. Temporary Structures and Trailers. No structure of a temporary character, trailer, 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. No buses, commercial vehicles, eighteen wheelers, semi-trucks, inoperable vehicles, or vehicles under repair shall be stored or kept on any lot. Owners are entitled to have recreational vehicles, boats or motor homes for personal use provided that such recreational vehicles, boats or motor homes are stored or parked on the side of the home and appropriately screened from view from the street. No recreational vehicle, motor home or boat shall be parked in the street at any time except for brief periods of not to exceed one day for cleaning, staging or preparation for a trip.

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Section 8.02. Enforcement. The Association shall have the right to enforce all restrictions, covenants, condition, reservation, liens or assessments and provisions set out in the Declaration pursuant to but not limited to Texas Property Code §202.004. Failure of the Association or any Owner to take action upon any breach or default with respect to any of the foregoing shall not be deemed a waiver of their right to enforce. The prevailing party in any enforcement action shall be entitled to recover his cost, including reasonable attorneys fees.

Section 8.03. Amendments by Declarant. The Declarant shall have, and reserves the right at any time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing, duly executed and filed of record at any time prior to the conversion date.

Section 8.04. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed certified, return receipt requested, to the last known address of the person who appears as Member or Owner in the records of the Association at the time of such mailing.

Section 8.05. Severability. Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this declaration, or any part thereof shall in no manner affect any of the other covenants, restrictions, conditions or provisions herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, ~~and~~ the Declarant herein, have executed this Declaration to be effective on this 11th day of October, 2004.

CAREFREE LAND L.P. Texas carefree , Inc., it's General Partner

By: FF
Print Name: FRANK ARROYOS III
Title: President

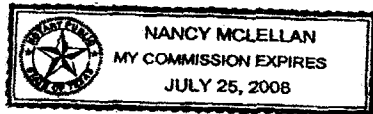
THE STATE OF TEXAS)

COUNTY OF EL PASO)

BEFORE ME, Frank Arroyos on this day personally appeared President of Texas Carefree , Inc./General Partner of Carefree Land I , L.P. , on behalf of said entity, known to me (or proved to me on the oath of _____ or through Nancy Mclellan) to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of October, 2004.

Nancy Mclellan



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Official Records of
EL PASO COUNTY
WALDO ALARCON
COUNTY CLERK
Fees \$34.00

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ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR
OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
STATE OF TEXAS COUNTY OF EL PASO

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



Waldo Alarcon
OCT 11 2004

The four corners DA