

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS DOC# 97058145**
for
THE COMMUNITY AT HUECO MOUNTAIN VILLAGE

Preamble

This Declaration of Covenants, Conditions, and Restrictions is made on Sept 19, 1997, at El Paso, Texas, by Hueco Village LTD., a Texas limited partnership ("Declarant"), whose mailing address is 2112 Murchison, Suite 101, El Paso, Texas 79930.

Recitals

1. Declarant is the owner of all that certain real property ("the Property") located in El Paso County, Texas, described as follows:

Lots 1-125, Block 1; Lots 1-15, Block 2; Lots 1-10, Block 3; Lots 1-76, Block 4; and Lots 1-48, Block 5 in HUECO MOUNTAIN VILLAGE SUBDIVISION, El Paso County, Texas, according to the map and plat of HUECO MOUNTAIN VILLAGE SUBDIVISION, prepared by Kistenmacher Engineering Company, Inc., Surveyor.

The foregoing properties shall be bound by and subject to the Covenants, Conditions, and Restrictions set out herein.

However, the following properties which also are in the HUECO MOUNTAIN VILLAGE SUBDIVISION shall be free of and unencumbered by the Covenants, Conditions, and Restrictions set out herein.

Lot 1, Block 1; Lot 1, Block 4, HUECO MOUNTAIN VILLAGE SUBDIVISION described by metes and bounds on Exhibit "A" attached hereto.

Lot 48, Block 5, HUECO MOUNTAIN VILLAGE
SUBDIVISION of the recorded subdivision plat referred
to above which property is designated as a public park.

2. These restrictions, reservations, and conditions shall follow the land and shall be binding upon HUECO VILLAGE, LTD., as well as any and all subsequent owners and lessees of the said land, to wit.
3. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.
4. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.
5. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

ARTICLE 1

Definitions

Developer

- 1.01. "Developer" means Declarant and its successors and assigns.

Lot

1.02. "Lot" means any of the plots of land shown on the HUECO MOUNTAIN VILLAGE plat and subdivision map recorded in Volume _____ at Page _____ of the Real Property records of El Paso County, Texas (the "Map"), on which there is or will be built a single family dwelling.

Owner

1.03. "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest

Properties or Property

1.04. "Properties or Property" shall mean and refer to Blocks 1, 2, 3, 4, and 5 of said subdivision and, thereafter, such other portions of said subdivision as may hereafter be brought with the jurisdiction of the Association in accordance with Article 9 below.

Qualified Person

1.05. A "qualified person" means a person who is a licensed architect, landscape architect, licensed general contractor, city planner, or member of the Board.

Common Area

1.06. "Common Area" means the entire Property except the Lots and any dedicated public tracts subject to all easements and rights described in this Declaration.

Association

1.07. "Association" shall mean and refer to HUECO VILLAGE OWNERS' ASSOCIATION, an (incorporated) association of all Owners, its successors and assigns, which shall have the duty of maintaining, operating, and managing the Common Area as provided in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without any further documentation of any kind.

Board

1.08. "Board" means the Board of Directors of the Association.

Member

1.09. Each Owner of a lot including developer shall automatically be a member of the Association. Each lot shall represent one membership.

ARTICLE 2

Property Rights

Owners' Easements of Enjoyment

2.01. Every Owner shall have an equal easement of enjoyment with every other lot owner in and to the Common Area which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to:

(a) The right of the Association to make reasonable charge for the use of recreational facilities upon Common Areas.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) During the existence of these covenants, said Common Area shall be maintained in an appropriate manner in accordance with the intent of these covenants and applicable government restrictions.

(d) Upon written consent of not less than two-thirds (2/3) of each class of members, the Association may dedicate said Common Area or any part thereof for public use and convenience.

(e) The right of the Association to limit the number of guests of members.

(f) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area, and in aid thereof to mortgage said properties and the rights of such mortgagee in such properties shall be subject to the rights of the homeowners to the easements of enjoyment in said Common Areas, as herein set out, provided that any action under this subsection has the assent of two-thirds (2/3) of the members.

(g) The right of the Association, through its Board of Directors, to determine the time and manner of use of the recreation facilities by the members.

Use and Enjoyment

2.02. The Common Area may be used and enjoyed by Owners, members of his family, his guests, his tenants, or contract purchasers who reside on the property and none others including the general public.

ARTICLE 3

Architectural Control

Architectural Control Committee

3.01. Developer shall designate and appoint an Architectural Control Committee consisting of not less than five (5) qualified persons, which shall serve at the pleasure of the Developer. After the Developer no longer owns any Lot, the Architectural Control Committee shall serve at the pleasure of the Board.

Approval of Plans and Specifications

3.02. The Architectural Control Committee must review and approve in writing all of the following projects on the Property:

- (a) Construction of any building, fence, wall, or other structure.
- (b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.
- (c) Any landscaping or grading of any Lot or Lots.

Application for Approval

3.03. To obtain approval to do any of the work described in Paragraph 3.02, an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work.

Standard for Review

3.04. The Architectural Control Committee shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

Failure of Committee to Act

3.05. If the Architectural Control Committee fails either to approve or reject an application for proposed work within thirty (30) days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

ARTICLE 4**Exterior Maintenance**

4.01. If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner. Entry doors and storm doors must be kept in tact. Dents, breaks or any damage will require replacement of the door. All windows and screens must be kept in tact. Broken window glass and damaged screens must be replaced. All trash, debris, brooms, ladders, recreational vehicles, garden tools, implements, building materials or similar items shall be kept out of sight.

ARTICLE 5

Use Restrictions and Architectural Standards

Land Use

5.01. Approximately 5.53 acres of property shall be maintained as landscaped, open space and recreation areas for the entire HUECO MOUNTAIN VILLAGE SUBDIVISION. HUECO VILLAGE, LTD., agrees to construct private (not open to the public) parks at the locations specified on Exhibit "A" attached hereto and made a part hereof which locations are on Lot 1. HUECO VILLAGE, LTD., further agrees to furnish all labor, materials, tools, and necessary equipment for the construction and installation of the park improvements described on Exhibit "A", which improvements shall include at least two (2) of the following: landscaped areas, family picnic areas, game court areas, swimming pool, turfplayfields, children's play apparatus areas and recreation center buildings. These private park areas, together with all equipment, shall remain in perpetuity.

Approximately 0.731 acres of property shall be maintained as dedicated public park area as prescribed by the Parkland Ordinance at the location specified on Exhibit "A" attached hereto. By acceptance of this Declaration, the City of El Paso hereby waives any requirement for parkland fees with respect to HUECO MOUNTAIN VILLAGE SUBDIVISION. This declaration shall not be deemed accepted by the City of El Paso until such time as the proposed subdivision plat is approved for filing. The waiver is made in consideration for the Subdivider's agreement to restrict the use of HUECO MOUNTAIN VILLAGE as specified herein.

Residential Use Only

5.02. (A) All residential lots in Hueco Mountain Village shall be used for single-family residential purposes only. Single family use consists of use as a dwelling by natural persons who are immediate family members or by not more than four (4) natural persons who are not immediate family members. No dwelling shall be divided into more than one (1) living area for any purpose. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property.

(B) The total number of residential dwellings shall not exceed the number of lots in the subdivision. No further subdivisions or re-divisions of any lot shall be permitted.

Type of Buildings Permitted

5.03. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height, with a private garage or carport for not more than two (2) automobiles. Covered space shall be provided on the lots to accommodate at least one motor vehicle for each dwelling unit. This provision shall not prevent the construction of servant's quarters as part of the garage. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for its business of constructing and selling dwelling units on the Property, including, but not limited to, offices and storage areas.

Dwelling Size, Building Location, and Lot Area and Width

5.04. Any residence constructed on a Lot must have a ground floor area of not less than nine hundred (900) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. All exterior colors, textures, and materials must be compatible not only with this specified design motif but also with adjacent and surrounding Lots, and over-all community appearance.

Setbacks

5.05. (A) Except as approved on the Special Permit Overlay no building shall be located on any Lot nearer twenty (20) feet nor more than sixty (60) feet from the front Lot line and the distance between buildings shall be a minimum of ten (10) feet. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. (B) Except as approved on the Special Permit Overlay, no dwelling shall be located on any interior lot nearer than twenty-five (25) feet distance to its rear lot line. Should any dwellings be faced on a side street, then same shall be set back at least ten (10) feet from said side street. For the purpose of this covenant, eaves, steps, and fireplace projections and window projections or other such decorative features, shall not be considered as part of the

building; provided however, that this not be construed to permit any portion of a building on a lot to encroach upon another lot. A two percent (2%) variance shall be permitted on all stated minimum sizes and distances in order to protect the builder from field measurement errors or differences of opinion.

5.06. The area and width of all Hueco Mountain Village Lots shall conform to the site plan approved on the Special Permit Overlay. No party shall have the right to further subdivide lots.

Easements

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

Noxious or Offensive Activities Prohibited

5.08. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood. No lot shall be used for the storage of such items not regularly used for dwelling purposes on the lot, such as items for sale, antiques, appliances, lumber, pipes, building materials and other junk items.

Temporary Structures

5.09. No structure not approved for residential use by the Architectural Control Committee, including but not limited to trailers, mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessory structures, shall be used on any Lot at any time as a residence, either temporarily or permanently.

Signs

5.10. No signs of any type shall be allowed on any Lot except one sign of not more than five (5) square feet advertising the property for sale or rent. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property shall have the right, during the construction and sales period, to construct and maintain signs advertising the construction and sale.

Oil Development and Mining Prohibited

5.11. No oil well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Lot. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

Rubbish, Trash and Garbage

5.12. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris.

Completion of Structure

5.13. Any structure, once commenced, shall be completed in accordance with provisions of these restrictions in not more than one hundred twenty (120) days from the day of commencement.

Motor Vehicles

5.14. Motor vehicles shall be parked only on properly approved street parking areas and constructed driveways. Except as provided below, no parking of any motor vehicle (including dune buggies, boats, trailers, recreational vehicles, inoperable vehicles and motor homes) may be made off the driveway, in the street or in the yard. Temporary parking for invitees is permitted for a reasonable time not to exceed ninety (90) days. All motor vehicles (as above provided) parked on a lot must be used on a regular basis by the residents or their invitees of the dwelling on that lot. No major mechanical work on automobiles shall be allowed in any yard, except in an enclosed area or garage.

Motor Vehicle Regulations

5.15. Owner shall observe speed limits as posted with the Community of Hueco Mountain Village. No motorized vehicles, to include motorcycles and all terrain vehicles, will be permitted to be used on any easement except those as necessary for installation and maintenance of utilities on said easement. No motor vehicles shall be permitted on foot paths.

Garages and Storage Sheds

5.16. Except as provided in Article 5.02, no garage shall be converted to any use except those normally associated with a garage, such as storage of vehicles, boats, campers, workbench activities, etc. There shall be permitted one (1) storage shed containing not more than 100 square feet of floor area and not more than eight (8) feet high. There shall be no sleeping facilities within storage sheds and all storage sheds must be properly anchored. All homeowners must obtain a "Placement Permit" from the Architectural Control Committee prior to installation.

Sight Distance at Intersections

5.17. No fence, wall, tree, hedge, or shrub planting that obstructs sight lines at elevations from the ground and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot in the triangular area formed by the street property lines and a line connecting them at points twenty five (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 as extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement; maintained at sufficient height to prevent obstruction of such sight lines. No tree shall be permitted to remain within such distances of intersections unless the foliage line is maintained to meet the sight line requirements set forth above. This provision shall not be applicable to retaining walls where such walls are necessary for such lot use.

Fireworks

5.18. Fireworks are prohibited.

Animals

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

Fences, Walls, Hedges, and Utility Meters

5.20. No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than the minimum building setback line, except that on corner lots a fence from the interior lot line to the side street property line and forward along the side street property line no further than within ten (10) feet of the dwelling. Masonry fences only shall be permitted along the side yards of corner lots where such side yards abut on a side street. All other rear yard walls, unless of masonry construction, must be approved by the Architectural Control Committee prior to the installation of such walls. In no event shall any chicken wire or barbed wire be placed on any lot. All fences and walls must be properly maintained after installation by the Owner.

Trucks, Buses, and Trailers

5.21. No truck or bus (except a passenger van for personal use) or trailer shall be left parked in the street in front of any Lot, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. No truck or bus (except a passenger van for personal use) or boat or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

Prohibited Activities

5.22. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot, except garage sales. No more than 2 garage sales shall be conducted at any residence in any calendar year.

No Hazardous Activities

5.23. No activity shall be conducted on the property and/or improvements constructed on the property which are or might be unsafe or hazardous to any person or property. No drainage or dumping directly on a lot or the adjacent street of any motor oil or other hazardous waste shall be permitted.

Poles, Masts, and Antennas

5.24. No poles, masts, antennas, or satellite dishes of any type, size, or height shall be installed on any Lot unless within the envelope of a building approved by the Architectural Control Committee.

Fires

5.25. No open fires allowed with the Community of Hueco Mountain Village (charcoal grills will not constitute an open fire).

Landscaping

5.26. Each lawn is the responsibility of the Owner(s) who occupy it and must be maintained in a neat and orderly manner. Additional landscaping by the homeowner is encouraged. Any permanent concrete or masonry work must be approved by the Architectural Control Committee in writing beforehand. The home site (including but not limited to all landscaping, driveways, etc.) must be neat and attractively maintained by the homeowner at all times. If the landscaping, (and fencing if applicable) for the home site is neglected, Management may after reasonable notice to the homeowner, maintain it on the homeowner's behalf, and impose a charge (which shall be classified as a special assessment for said maintenance against the homeowner, for which the homeowner shall be invoiced.

ARTICLE 6

Easements

Easements

6.01. Easements, in addition to those on the map and those filed separately in the Public Records, are reserved to public utilities and to the Association, in the discharge of its duties, for the installation, maintenance, repair or service of improvements or of utilities. Said easements shall extend over and/or under the Common Areas and those open areas with the property lines of a Lot wherever necessary in providing require service to the Homes located thereon. These easements shall provide ingress and egress

to open areas outside of the exterior walls of any home for the purpose of installing, replacing, repairing and maintaining utilities, including, but not limited to, water, sewer, gas, telephone, electricity, CATV and master television antenna system. By virtue of this easement, it shall be expressly permissible for each utility company to install and maintain conduits, pipes, wires, mains, circuits and other necessary equipment in, on, under and across all open areas of said property. It is understood that before attaching any such equipment under or to the exterior walls of any home or entering any home, the express consent of the Owner must be obtained.

Metering equipment shall be located as agreed upon with the several utility companies.

Easements for Police, etc.

6.02. An easement is further granted to all police and police equipment, firemen and fire fighting equipment, ambulance, garbage collection and all similar emergency or service persons so as to permit them to enter upon the streets and common areas in the performance of their required duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company elected by the Association, to enter in or to cross over the Common Areas provided for herein.

Reservation of Easements

6.03. All easements and all alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Map. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility.

Utilities

6.04. Underground utilities shall be installed to serve all Lots in the subdivision. Tampering with the community electric service connections, or other community utility connections is forbidden. In case of trouble, contact the appropriate utility company. The homeowner is responsible to pay for any service calls made by the homeowner to the various companies for any repairs, installations, etc. of all services from the home to the point of connection to main systems at the property line. Each homeowner is cautioned against driving rods, stakes, pipes, etc., into the ground or digging in an area without first checking with Management. Many types of underground installations to include gas and electric lines, may be damaged by indiscriminate action. Any damage of this type will be the responsibility of the homeowner.

ARTICLE 7

Association

Creation

7.01. The Owners shall constitute the Association. Each Owner of a Lot, including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.

Transfer of Membership

7.02. Association membership can be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

Management of Association

7.03. The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's articles of incorporation and bylaws, subject to this Declaration.

Membership Voting, Elections, and Meetings

7.04. Each Owner shall have one vote. There shall be at least one meeting of the membership each year. At that meeting, the members shall elect a Board, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any member wishes to bring before the entire membership.

Duties and Powers of Board

7.05. Through the Board, the Association shall have the following powers and duties:

- (a) To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- (b) To enforce this Declaration, the bylaws, its rules and regulations.

- (c) To elect officers of the Board and select members of the Architectural Control Committee when that power devolves to the Board.
- (d) To delegate its powers to committees, officers, or employees.
- (e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
- (f) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, including Developer.
- (g) To establish and collect special assessments for capital improvements or other purposes.
- (h) To file liens against unit owners because of nonpayment of assessments duly levied and to foreclose on those liens. Any lien created in this document for assessments pursuant to this article shall be subordinate to any purchase money lien of record and filed against the property.
- (i) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
- (j) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.
- (k) To give reasonable notice to all Members of all annual meetings of the membership and all discipline hearings.
- (l) To hold regular meetings of the Board at least monthly.
- (m) To manage and maintain all of the Common Area in a state of high quality and in good repair.
- (n) To pay taxes and assessments that are or could become a lien on the Common Area.
- (o) To pay the costs of any liability insurance and fire insurance on the Common Area and any liability insurance for members of the Board.

ARTICLE 8

Covenant For Assessments

Creation of the Lien and Personal Obligation of Assessment

8.01. Each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: Monthly Assessments and Special Assessments as hereinafter stated, such assessments to be established and collected as hereinafter provided. The Monthly and Special Assessments, together with interest, costs, and reasonable attorney's fees,

shall be a charge on the land and shall be a continuing lien upon the property against which the assessment is made. Each such assessment together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property at the time when the assessment fell due. But personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Purpose of Assessments

8.02 The Regular Monthly Assessments levied by the Association shall be determined by the Association's Board of Directors and shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, the improvement and maintenance of the Common Area.

Maximum Regular Monthly Assessment

8.03 Until January 1 of the year following the conveyance of the first Lot to an Owner, the maximum Regular Monthly Assessment shall be \$50.00 per lot.

(a) After January 1 of the year immediately following said first conveyance, maximum monthly assessments may be increased for the then current year without a membership vote.

(b) After January 1 of the year immediately after said first conveyance, the maximum for monthly assessments may be increased for the then current year by more than 5% over that authorized for the previous year, only upon affirmative vote of 2/3rds of members voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors shall fix said monthly assessment at amounts not in excess of the maximum amounts as here provided.

Special Assessments for Capital Improvements

8.04 In addition to the Regular Monthly Assessments authorized above, the Association may levy, in any assessment year, a special assessment for the sole purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that such assessment shall have the assent of 2/3rds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Such assessment shall be payable in a lump sum or in installments as

determined by the Association.

Insurance Coverage

8.05. Insurance shall be provided and paid for as follows:

(a) The Board of Directors of the Association, or its duly authorized agent, shall have the authority and is hereby directed to obtain insurance for all buildings owned by the Association and located in common areas, insuring the same against loss or damage by fire, extended coverage and Texas Special Extended Coverage Endorsement equal to 80% of the total replacement costs. Additionally, the Association shall purchase and keep in force workmen's compensation insurance (if required) and a Texas Comprehensive General Liability form of policy with a combined single limit for Bodily Injury Liability of at least \$300,000.00, and Property Damage Liability of \$50,000.00 for each occurrence, covering all common areas against the hazards named in the policy. Said insurance may include coverage against vandalism. All such insurance shall be written in the Association's name. The Association shall pay said insurance and the total cost shall be pro-rated equally among the owners as a part of the Regular Monthly Assessment.

(b) Each Owner shall carry his own liability coverage in limits deemed adequate to him and shall also carry fire and extended insurance coverage in adequate limits covering his own properties; a certificate of which (and continuous renewal certificates thereafter) shall be issued to the Association. It shall be the individual responsibility of each owner, at his own expense, to provide, as he sees fit, homeowner's liability insurance, theft and other insurance covering personal property damage loss.

(c) In the event of damage to Common Areas, which damage is covered by insurance as provide in (a) above, the Board of Directors shall, with the concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair such property to its former condition. All insurance proceeds shall be deposited in a federally insured bank account against which funds may be withdrawn only by signature of at least 1/3 of the members of the Board of Directors, or by an agent duly authorized by it. Wherever, in the opinion of the Board of Directors, the cost of repairs justifies it, it shall advertise for sealed bids from licensed contractors and it may then negotiate with any such contractor who may be required to provide a full performance and/or payment bond covering the work. Should the insurance proceeds be insufficient to pay all such costs of repair, the Board of Directors shall levy a special assessment against all Owners, as provided in Section 4 above, to make up said deficiency in the costs of

repair.

Notice and Quorum for any Action Authorized Under Sections 3, 4 & 5

8.06. Written notice of any meeting called for the purpose of taking any action authorized under Sections 8.03, 8.04, and 8.05 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Date of Commencement of Monthly Assessments: Due Dates

8.07. The Regular Monthly Assessment for each Lot as provided in Section 8.03 shall commence on the 1st day of the 1st month following the conveyance to the Owner of his site plus the pro-rata part of any partial month from the date of the conveyance to the first day of the first calendar month following the date of the conveyance. The Board of Directors shall fix the amount of said assessments against each Lot and may adjust the same effective January 1 of each year in accordance with the provisions of Section 8.03. At any time and for any reason, the Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by a duly authorized officer of the Association setting forth the status of the Owner's account for all regular and special assessments then in effect. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Assessments to Run with the Land

8.08. It is understood that all assessments, both regular and special, which are duly assessed in accordance with these Declarations and any Amendments hereto, shall run with the land and constitute a lien to secure the payment thereof and these Declarations shall constitute notice to any purchaser of said property of the possibility of unpaid assessments against the property proposed to be purchased and the lien herein created to secure the payment thereof.

Non-Waiver or Abandonment

8.09. No Owner may waive the benefits or the right of enjoyment of any of the common facilities in an attempt to exempt his property from liability for those regular and special assessments which may be fixed against the property in accordance with these Declarations or any Amendments hereto nor may liability for the assessments and the lien against the property be avoided by abandonment by any Owner of his residential unit.

Effect of Nonpayment of Assessments: Remedies of the Association

8.10. Any assessments which are not paid when due shall be delinquent. If any assessment is not paid with thirty (30) days after its due date, the principal amount of the assessment shall bear interest from the date of delinquency at the rate of 10 percent per annum. Likewise, if any assessment is not paid within 2 months after its due date, the Association may, after written notice has been posted to the Owner's residence address, terminate all services provided by or through the Association and all rights and privileges to use, occupy or enjoy the common facilities (other than the driveways, the sidewalks, and the parking areas) provided by or through the Association by means of any Regular or Special Assessment then in effect. Further, the Association may bring an action at law against the Owner on his personal obligation to pay the same or may foreclose the lien against the property covering the assessment, interest, costs and reasonable attorney's fees accruing or incurred thereby. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and/or to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage, vendor's lien or improvement lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The Lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot owners. The Association, acting on behalf of the lot Owners shall have the power to bid-in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey same; and it may subrogate so much of its right to such liens as may be necessary or expedient to any insurance company which continues to give insurance coverage notwithstanding nonpayment of such defaulting owner's portion of the premium.

Subordination of the Lien to Mortgage

8.11. The lien of the assessments provided for herein shall be subordinate to any first lien mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or an proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Exempt Property

8.12. All properties dedicated to, and accepted by, a local public authority, the Common Area, and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Management Agreements

8.13 The Board of Directors of the Association shall provide for management of its affairs and it may employ a management agent at a rate of compensation established by said Board to perform such duties and services as the Board shall direct including, but not limited to, the performance of all obligations of the Association with respect to common areas, common facilities, and the receipt, discharge and accounting for all assessment payments made of the Association under the provisions of these Declarations. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all such management agreements and a copy of each such agreement shall be made available to each Owner. All management agreements entered into by the Association shall provide for cancellation thereof by affirmative vote of two-thirds of the votes of the Association's members at any meeting called for that purpose. However, no cancellation shall be effective until the Association has successor Management which shall become operative immediately upon the cancellation of the preceding agreement. Each Management Agent shall be a responsible party having experience in managing properties of this type or management of similar properties.

Payment to Mortgagee

8.14. If required by any mortgagee, any assessment levied against a home thus mortgaged shall be paid to the mortgagee and such payment shall be deemed to have been made to the Association to which the mortgagee shall then remit, each month, the total amount of the assessments paid to it by the mortgagor.

Lots Owned by Developer

8.15. Notwithstanding any provision to the contrary, Developer shall not pay assessments, regular or special, on lots owned by Developer.

ARTICLE 9

General Provisions

Enforcement

9.01. These covenants shall run with the land in favor of and enforceable by any owner of any lot (or portion thereof) within the subdivision or the holder of any first lien mortgage on any such lot or portion thereof provided that the City of El Paso shall be entitled to enforce the residential density covenants contained in Article 5.01(B). Enforcement shall be by procedure at law or equity against any person or person(s) violating or attempting to violate any covenant either to restrain violation or to cover damages. In such event, the person violating, or attempting to violate any covenant shall be charged with all cost of suit, including reasonable attorney's fees. The authority to seek enforcement of these covenants is limited to owners of lots which are subject to and protected by the terms of the covenants and the City of El Paso. Failure or delay to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

9.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Covenants Running With the Land

9.03. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

Duration and Amendment

9.04. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 50 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Real Property records of El Paso County, Texas, and all requisite governmental approvals, if any, have been obtained.

Gender and Grammar

9.05. 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, men or women, shall in all cases be assumed as though in each case fully expressed.

Attorneys' Fees

9.06. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

Liberal Interpretation

9.07. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this 19TH day of SEPTEMBER, 1997, at El Paso, Texas.

By: *James L. Smith*
James L. Smith, President
SSRC, Inc.

ACKNOWLEDGMENT

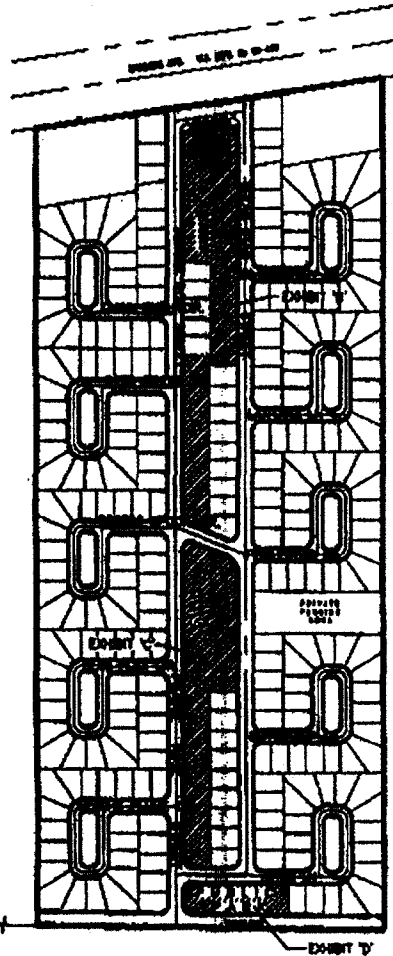
STATE OF TEXAS
COUNTY OF EL PASO

BEFORE ME, the undersigned authority, on this day, personally appeared James L. Smith, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of September, 1997.



Ana L. Canales
Notary Public in and for the STATE OF TEXAS



SOUTHWEST CORNER
 T. & P.M. CO. SURVEY
 HUECO VIEW
 ACRES 41

SEE EXHIBIT 'B' FOR FURTHER DESCRIPTION OF PRIVATE PICNIC AREA.

SEE EXHIBIT 'C' FOR FURTHER DESCRIPTION OF PRIVATE PARK/POND AREA.

SEE EXHIBIT 'D' FOR FURTHER DESCRIPTION OF PUBLIC PARK AREA.

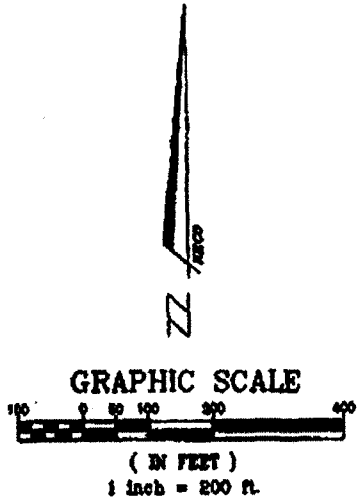
EXHIBIT 'A'

City of El Paso, El Paso County, Texas

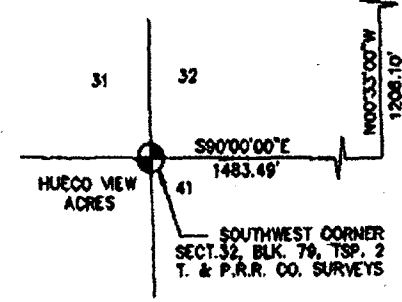
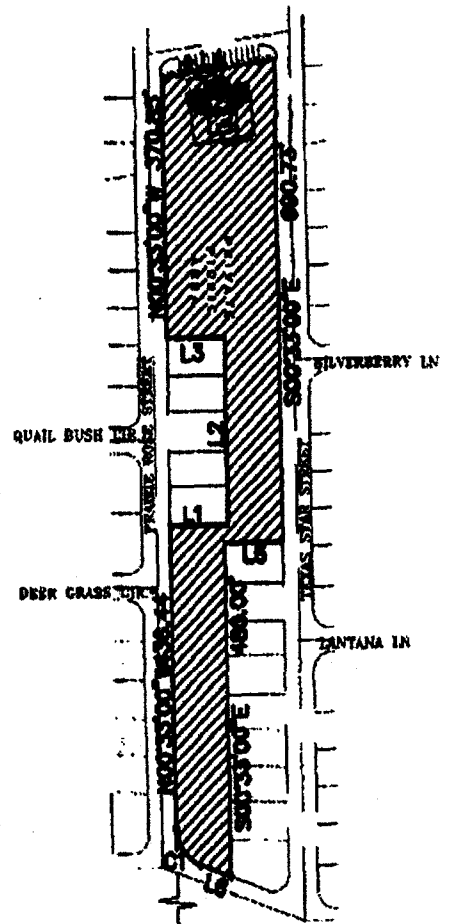


KISTENMACHER ENGINEERING COMPANY, INC.
1000 W. WILSON ST. SUITE 200 • EL PASO, TEXAS 79901 • 915/777-2211

Subd. HUECO MOUNTAIN VILLAGE	
Lot	Plot Record Book , Page
Scale: 1" = 400'	Block To:
Date: 06-02-97	Plotted by: Builder:



LINE	DIRECTION	DISTANCE
L1	N89°27'00"E	84.00
L2	N00°33'00"W	270.00
L3	S89°27'00"W	84.00
L4	N81°12'00"E	172.24
L5	S89°27'00"W	84.88
L6	N70°52'56"W	47.00



CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C2	56.00	88.74	39.45	84.51	N35°42'37"W	70°19'35"

EXHIBIT 'B'

City of El Paso, El Paso County, Texas

k KISTENMACHER ENGINEERING COMPANY, INC.
 125 BRADLEY BLVD., SUITE 201 • EL PASO, TEXAS 79901 • (915) 785-2222

Scale: 1"=200'	Subd.	HUECO MOUNTAIN VILLAGE	
	Lot	1	Plot Record Book , Page
Date: 4-9-97	Block	2	To:
	Plotted by:	BK	Builder:

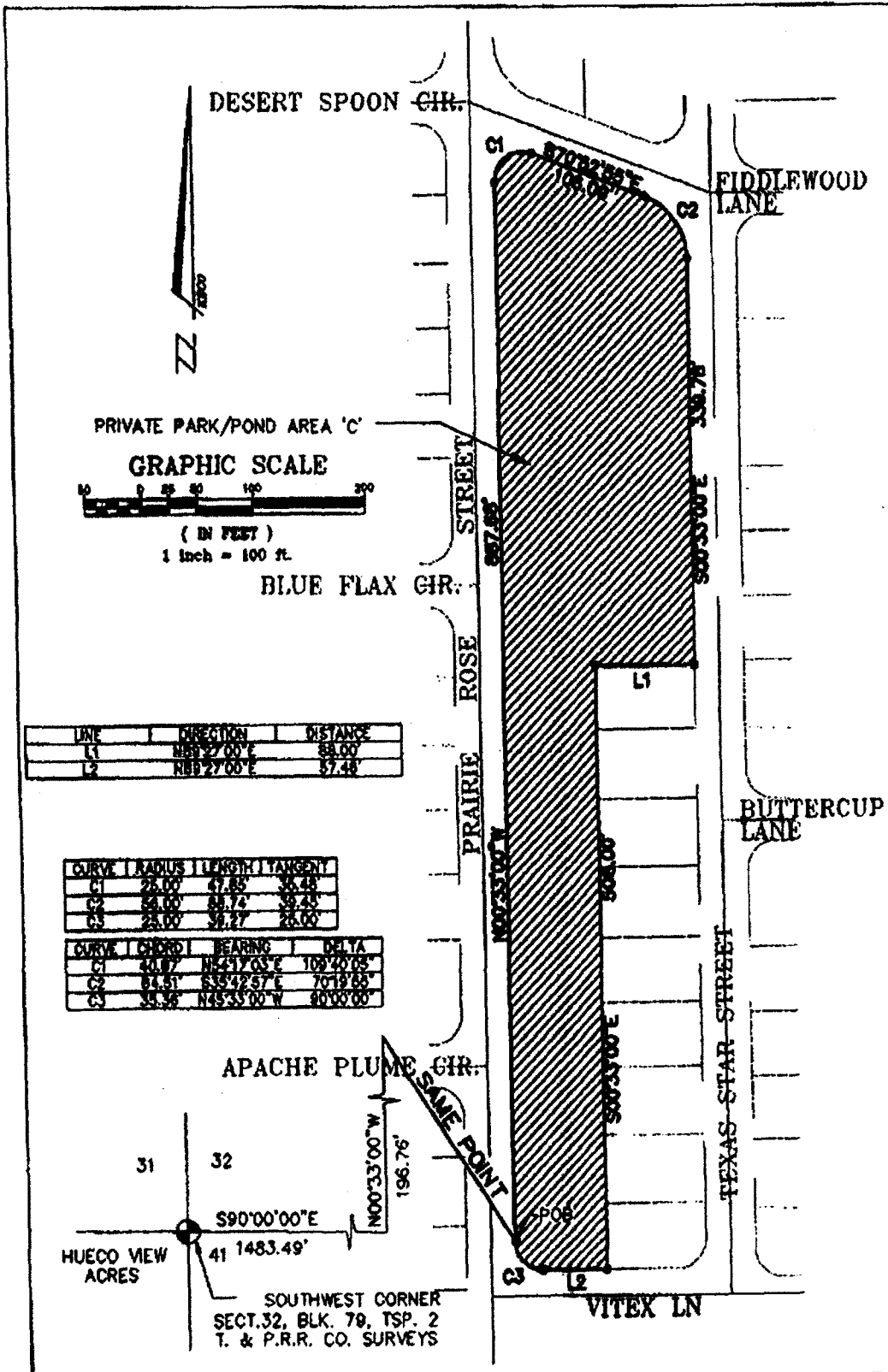


EXHIBIT 'C'

City of El Paso, El Paso County, Texas



KISTENFACHER ENGINEERING COMPANY, INC.
10000 W. LOOP W. SUITE 200 • EL PASO, TEXAS 79906

Subd.	HUECO MOUNTAIN VILLAGE	
Lot	1	Plat Record Book , Page
Block	3	To:
Date:	4-9-97	Platted by: BK Builder:

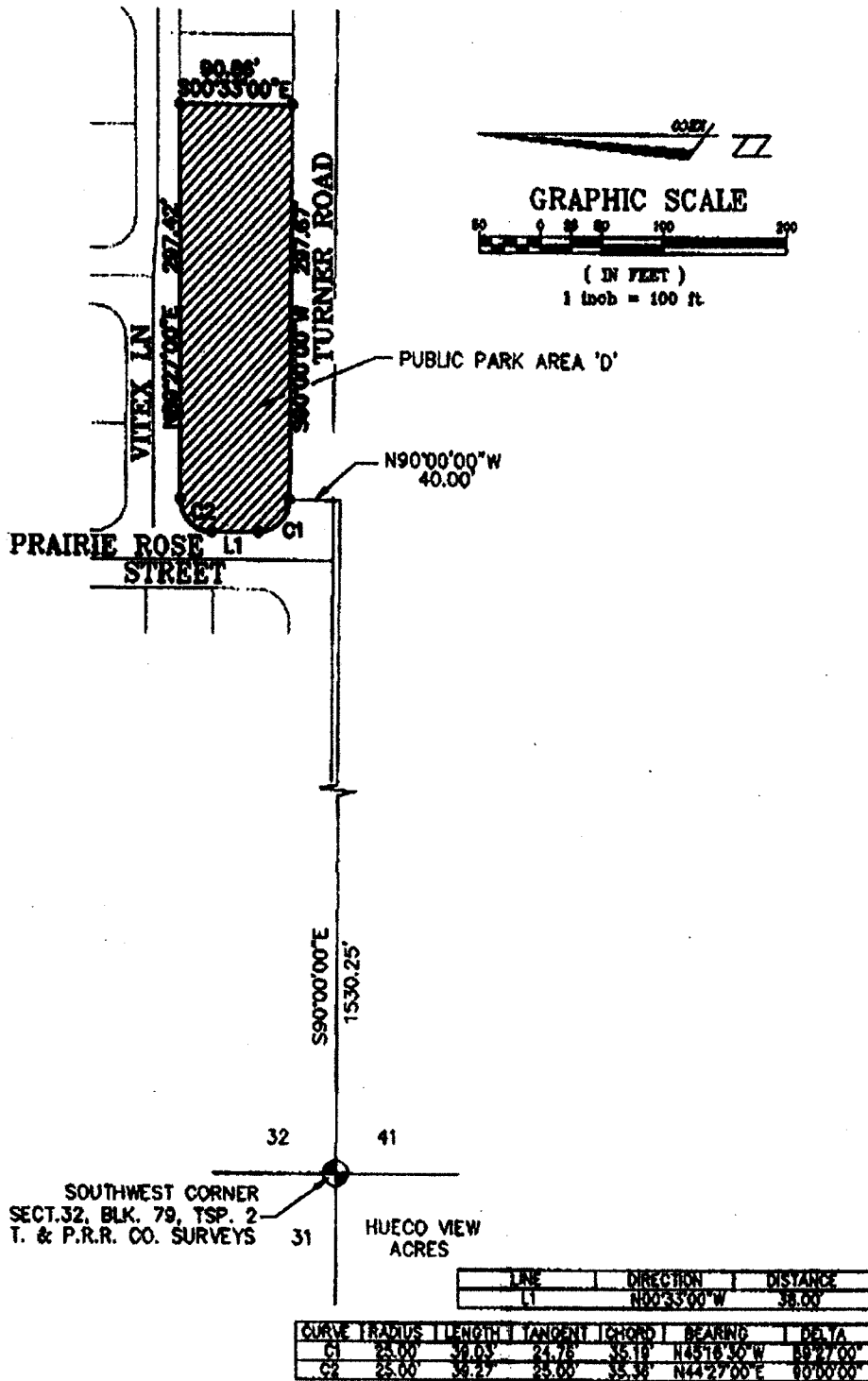


EXHIBIT 'D'

City of El Paso, El Paso County, Texas



KISTENMACHER ENGINEERING COMPANY, INC.
 10000 W. 10th Street, Suite 100 • El Paso, Texas 79905 • (915) 762-1111

Subd. HUECO MOUNTAIN VILLAGE		
Lot 48	Plat Record Book , Page	
Block 5	To:	
Date: 4-9-97	Platted by: BK	Builder:

**PROPERTY DESCRIPTION
EXHIBIT 'B'**

BEING ALL OF LOT 1, BLOCK 2, HUBCO MOUNTAIN VILLAGE, IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 32, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS; THENCE, WITH THE SOUTH BOUNDARY OF SAID SECTION SOUTH 90°00'00" EAST FOR A DISTANCE OF 1483.49 FEET; THENCE, LEAVING SAID SECTION LINE NORTH 00°33'00" WEST FOR A DISTANCE OF 1206.10 FEET TO THE EAST RIGHT-OF-WAY OF PRAIRIE ROSE STREET AND THE POINT OF BEGINNING;

THENCE, WITH SAID RIGHT-OF-WAY NORTH 00°33'00" WEST FOR A DISTANCE OF 436.44 FEET;

THENCE, LEAVING SAID RIGHT-OF-WAY NORTH 89°27'00" EAST FOR A DISTANCE OF 88.00 FEET;

THENCE, NORTH 00°33'00" WEST FOR A DISTANCE OF 270.00 FEET;

THENCE, SOUTH 89°27'00" WEST FOR A DISTANCE OF 88.00 FEET TO THE EAST RIGHT-OF-WAY OF PRAIRIE ROSE STREET;

THENCE, WITH SAID RIGHT-OF-WAY NORTH 00°33'00" WEST FOR A DISTANCE OF 370.85 FEET;

THENCE, LEAVING SAID RIGHT-OF-WAY NORTH 81°12'00" EAST FOR A DISTANCE OF 172.24 FEET TO THE WEST RIGHT-OF-WAY OF TEXAS STAR STREET;

THENCE, WITH SAID RIGHT-OF-WAY SOUTH 00°33'00" EAST FOR A DISTANCE OF 690.73 FEET;

THENCE, LEAVING SAID RIGHT-OF-WAY SOUTH 89°27'00" WEST FOR A DISTANCE OF 88.58 FEET;

THENCE, SOUTH 00°33'00" EAST FOR A DISTANCE OF 480.00 FEET;

THENCE, NORTH 70°52'55" WEST FOR A DISTANCE OF 47.50 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, 68.74 FEET WITH THE ARC OF SAID CURVE HAVING A RADIUS OF 56.00 FEET, A CENTRAL ANGLE OF 70°19'35", AND A CHORD BEARING OF NORTH 35°42'57" WEST FOR A DISTANCE OF 64.51 FEET TO THE POINT OF BEGINNING CONTAINING 129,698 SQUARE FEET OR 2.978 ACRES.

NOT A FIELD SURVEY. TAKEN FROM OFFICE RECORDS ONLY

KISTENMACHER ENGINEERING COMPANY, INC.
1420 GERONIMO DRIVE, SUITE A-2
EL PASO, TEXAS 79925
(915) 778-4476
4 SEPTEMBER, 1997
HUBCO-B/JEL/BK

**PROPERTY DESCRIPTION
EXHIBIT 'C'**

BEING ALL OF LOT 1, BLOCK 3, HUBCO MOUNTAIN VILLAGE, IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 32, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS; THENCE, WITH THE SOUTH BOUNDARY OF SAID SECTION SOUTH 90°00'00" EAST FOR A DISTANCE OF 1483.49 FEET; THENCE, LEAVING SAID SECTION LINE NORTH 00°33'00" WEST FOR A DISTANCE OF 196.76 FEET TO THE EAST RIGHT-OF-WAY OF PRAIRIE ROSE STREET AND THE POINT OF BEGINNING;

THENCE, WITH SAID RIGHT-OF-WAY NORTH 00°33'00" WEST FOR A DISTANCE OF 887.68 FEET;

THENCE, 47.85 FEET WITH SAID RIGHT-OF-WAY AND THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 109°40'05", AND A CHORD BEARING OF NORTH 54°17'03" EAST FOR A DISTANCE OF 40.87 FEET;

THENCE, LEAVING SAID RIGHT-OF-WAY SOUTH 70°52'55" EAST FOR A DISTANCE OF 106.09 FEET;

THENCE, 68.74 FEET WITH THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET, A CENTRAL ANGLE OF 70°19'55", AND A CHORD BEARING OF SOUTH 35°42'57" EAST FOR A DISTANCE OF 64.51 FEET TO THE WEST RIGHT-OF-WAY OF TEXAS STAR STREET;

THENCE, WITH SAID RIGHT-OF-WAY SOUTH 00°33'00" EAST FOR A DISTANCE OF 339.78 FEET;

THENCE, LEAVING SAID RIGHT-OF-WAY SOUTH 89°27'00" WEST FOR A DISTANCE OF 81.00 FEET;

THENCE, SOUTH 00°33'00" EAST FOR A DISTANCE OF 508.00 FEET TO THE NORTH RIGHT-OF-WAY OF VITEX LANE;

THENCE, WITH SAID RIGHT-OF-WAY SOUTH 89°27'00" WEST FOR A DISTANCE OF 57.46 FEET;

THENCE, 39.27 FEET WITH SAID RIGHT-OF-WAY AND THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND CHORD BEARING OF NORTH 45°33'00" WEST FOR A DISTANCE OF 35.36 FEET TO THE POINT OF BEGINNING CONTAINING 111,021 SQUARE FEET OR 2.549 ACRES.

NOT A FIELD SURVEY. TAKEN FROM OFFICE RECORDS ONLY

KISTENMACHER ENGINEERING COMPANY, INC.
1420 GYRONIMO DRIVE, SUITE A-2
EL PASO, TEXAS 79925
(915) 778-4476
4 SEPTEMBER, 1997
HUBCO-C/TEL/BK

**PROPERTY DESCRIPTION
EXHIBIT 'D'**

BEING ALL OF LOT 48, BLOCK 5, HUBCO MOUNTAIN VILLAGE, IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 32, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS; THENCE, WITH THE SOUTH BOUNDARY OF SAID SECTION SOUTH 90°00'00" EAST FOR A DISTANCE OF 1530.25 FEET; THENCE, LEAVING SAID SECTION LINE NORTH 00°33'00" WEST FOR A DISTANCE OF 40.00 FEET TO THE NORTH RIGHT-OF-WAY OF TURNER ROAD AND THE POINT OF BEGINNING;

THENCE, 39.03 FEET WITH THE ARC OF A CURVE TO THE RIGHT AND SAID RIGHT-OF-WAY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°27'00", AND A CHORD BEARING OF NORTH 45°16'30" WEST FOR A DISTANCE OF 35.19 FEET TO THE EAST RIGHT-OF-WAY OF PRAIRIE ROSE STREET;

THENCE, WITH SAID RIGHT-OF-WAY NORTH 00°33'00" WEST FOR A DISTANCE OF 38.00 FEET;

THENCE, 39.27 FEET WITH SAID RIGHT-OF-WAY AND THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING OF NORTH 44°27'00" EAST FOR A DISTANCE OF 35.36 FEET TO THE SOUTH RIGHT-OF-WAY OF VITEX LANE;

THENCE, WITH SAID RIGHT-OF-WAY NORTH 89°27'00" EAST FOR A DISTANCE OF 297.42 FEET;

THENCE, LEAVING SAID RIGHT-OF-WAY SOUTH 00°33'00" EAST FOR A DISTANCE OF 90.86 FEET TO THE NORTH RIGHT-OF-WAY OF TURNER ROAD;

THENCE, WITH SAID RIGHT-OF-WAY SOUTH 90°00'00" WEST FOR A DISTANCE OF 297.67 FEET TO THE POINT OF BEGINNING CONTAINING 28,530 SQUARE FEET OR 0.655 ACRE OF LAND.

NOT A FIELD SURVEY. TAKEN FROM OFFICE RECORDS ONLY

KISTENMACHER ENGINEERING COMPANY, INC.
1420 GERONIMO DRIVE, SUITE A-2
EL PASO, TEXAS 79925
(915) 778-4476
4 SEPTEMBER, 1997
HUBCO-D

Doc# 97058145
Pages: 32
Date: 09-25-1997
Time: 09:41:37 A.M.
Filed & Recorded in
Official Records
of EL PASO COUNTY, TX.
HONORABLE HECTOR ENRIQUEZ, JR.
COUNTY CLERK
Rec. \$ 71.00

32

ANY INSTRUMENT WHICH RESTRICTS THE SALE, MORTGAGE OR USE OF THE DESCRIBED REAL PROPERTY, AND WHICH IS NOT A LIEN, IS UNENFORCEABLE UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS. This instrument was filed on the date and time stated above and was duly recorded in the volume and page of the Official Public Records of El Paso County, El Paso County, Texas.

SEP 25 1997



[Handwritten signature]

EL PASO COUNTY, TEXAS

Return to:
SSRC INC.
2112 Murchison Dr., Ste. 101
El Paso, Tex. 79930-1102

END OF INSTRUMENT