GREAT WESTERN ABSTRACT & TITLE CO.
PDACCOM

RIO VALLEY SUBDIVISION

HOMEOWNERS' ASSOCIATION

COVENANTS, CONDITIONS,

and RESTRICTIONS

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DECLARATION OF
COVENANTS, CONDITIONS and RESTRICTIONS OF RIO VALLEY SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by RIO VALLEY, LLC, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in RIO VALLEY SUBDIVISION, a subdivision in the County of El Paso, State of Texas, which is more particularly described as:

> Rio Valley Subdivision Replat "A". A 57.0342 subdivision being a replat of a portion of Rio Valley Subdivision, City of El Paso, El Paso County, Texas.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to Rio Valley Homeowners Association, Inc., a Texas non-profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of a fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and excluding the City of El Paso as noted below.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: Lot 15, Block 11; Lot 9, Block 14; and Lot 1, Block 3. No portion of the Common Area shall be used for a residence or dwelling. The Common Area shall be for the use and enjoyment of the members of the Association subject to the rules and regulations of the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to the Rio Valley, LLC.

Section 7. "Dedicated Property" shall mean all real property (including the improvements thereon, dedicated to the City of El Paso, Texas by virtue of a recorded plat in El Paso County, Texas, including all public rights-of-way and park land. The following Lots are dedicated to the City of El Paso as parks and/or ponds:

> Lot 6, Block 3; Lot 9 Block 4; Lot 23, Block 5; Lot 5, Block 6; Lots 5 and 14, Block 7; Lot 2, Block 8; Lot 9, Block 9; Lots 9 and 20, Block 10; Lots 1 and 2, Block 12; Lots 10 and 24, Block 13.

The foregoing Lots are exempt from any assessment of the Association and the City is not an owner with right to vote by virtue of the dedication of the Lots.

Section 8. "Attached Housing" shall mean and refer to those buildings which contain

more than one living unit. Those lots are authorized to have buildings that contain more than one living unit. Those lots which are authorized to have buildings that contain more than one living unit and the number of living units allowed on the lot are:

2 Living Units:	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, Block 11; Lots 2, 15, 16, 18, 20, 21,22, 23, 26, 28, 29, 30, Block 13; Lots 2, 3, 5, 6, 7, 8, 10, 11, 13, 14, 15, 16, 17, 18, Block 14.
4 Living Units:	Lots 18 and 19, Block 6; Lots 19 and 20, Block 7; Lots 1 and 2, Block 9; Lots 1 and 2, Block 10; Lot 11, Block 11; Lots 17, 19, 25, Block 13; Lot 4, Block 14.
8 Living Units:	Lot 17, Block 11.
24 Living Units	Lot 1, Block 8.

ARTICLE II. PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment

Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use 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) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by one-half (1/2) of each class of members has been recorded.

Section 2. Delegation of Use

Any Owner may delegate, in accordance with the By-Laws, his right to enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property. Such persons must physically reside in the dwelling located on the Lot owned by such Owner. The Association may provide for visitors or guest privileges with such restrictions and regulations as the Association shall determine subject to drainage uses. An Owner who rents his home is responsible for the actions of the tenant(s) insofar as any illegal, dangerous, or obnoxious actions of the tenant(s) that affect the peace and quiet of the neighbors.

Section 3. No Dedication

The Common Area is not dedicated in any manner for use by the general public, but is limited and specifically restricted to the sole use and enjoyment of the Owners, and those to whom the use is properly delegated as herein provided.

Section 4. Parking

Each Owner shall maintain on his Lot at least two (2) parking spaces (in addition to a garage and/or carport) for the use of the Owner and persons visiting the Owner. No parking will be permitted on the yards of any home.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

Class A: Class A members shall be all Owners of residential lots (commercial lots are excluded), with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership. Until the conversion, the Declarant shall be able to amend these covenants at its discretion.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual 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 each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and remain a lien against the property.

Section 2. Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. In addition, the Association will maintain the landscaping and irrigation in the parkways which is located between the curbs and sidewalks, exclusive of Borderland Road and Westside Road.

Section. 3. Maximum Annual Assessment

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Dollars ($300.00) per Lot except for the Attached Housing lots which will pay a maximum of $75.00 per year per unit for four (4) unit buildings or greater or $150.00 per unit for two (2) unit buildings.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by

proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the 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 any such assessment shall have the assent of two-thirds (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.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership 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 this subsequent meeting shall be one-half (½) of those members present. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment

Except as noted in Section 3 above, both annual and special assessments must be fixed at

a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments-Due Dates

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments-Remedies of the Association

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Attorney's fees and court costs incurred in the collection of assessments shall be paid by the Owner.

Section 9. Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or

transfer of any Lot because of a mortgage foreclosure or any 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 assessments thereafter becoming due or from the lien thereof.

ARTICLE V. USE OF THE PROPERTIES

Section 1. Irrevocable Provisions Until 2050

Regarding use and enjoyment of the subject properties, the following provisions of this Section 1 shall be irrevocable and not subject to change until the year 2050, except where amendment is allowed as provided below.

(a) Rio Valley Subdivision shall be used for single family residential purposes only except as noted. No portion of Lots or Common Areas shall be used for any trade, business, profession or occupation of any nature with the exception of the lots dedicated to commercial uses or dedicated to the City of El Paso, Texas. This provision shall apply to Common Areas as well as home sites. However, the Association, at its discretion, shall be entitled to sell any harvested crops as it deems appropriate and to have public gatherings for which the Association may charge a fee.

(b) The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed or contract of sale therefor, whether or not it shall be so expressed in such deed, is deemed to covenant to not subdivide Lots except for designated Attached Housing Lots which may be subdivided.

Section 2. Common Area

The Common Area, including the Common Open Space, shall be used exclusively to

promote the recreation, health, safety and welfare of the residents of the Properties.

Section 3. Lots

(a) No noxious, offensive, illegal or immoral activities shall be carried on upon any part of the Rio Valley Subdivision (nor shall anything unreasonable be done which shall constitute a nuisance or annoyance to the neighborhood).

(b) Every owner shall keep and maintain his respective Lot(s) in a neat and clean condition, free of weeds, litter, debris and other unsightly growth, all at Owner's cost and expense. If, in the sole discretion of the Association and/or Declarant, an Owner defaults in the performance of this stipulation and covenants, the same may be performed by the Association or Declarant, their successors or assigns, for account and at the expense of the Owner(s), and any and all expenses incurred by Association or Declarant in so doing shall be payable by Owner(s) to Association or Declarant, their successors and assigns, with interest at the rate of twelve percent (12%) per annum from the date when the same was so incurred or paid, within ten days (10) after written notice thereof, which such indebtedness shall be considered an assessment pursuant to Article IV above and said indebtedness, together with interest as provided in Article IV, Section 8, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such maintenance charge or 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 maintenance charge or assessment fell due and remain a lien against the property. Such lien provided for herein shall be inferior and subordinate to the lien of any first mortgage created subsequent to the Owner's payment in full of the purchase price for his respective Lot.

(c) No trailer, tent, shack or structure of a temporary character shall be erected, stored or used for any purpose whatsoever in Rio Valley Subdivision either on a temporary or permanent basis. Provided, however, recreational vehicles, such as trailers, motor homes, campers and boats may be stored (but not used for residential or storage purposes) on a Lot so long as the recreational vehicle is not used for a dwelling and is no more than six feet in height and is screened from view from the street.

(d) No storage shed or similar structure shall be erected on any Lot, the exterior of which does not match the design of the exterior of the main residence, including materials, roofing material, roof type, roof pitch, siding and color. The plans for any such structure must be approved by the ACC before its erection.

(e) Ditches or pipes for irrigation and drainage where installed on easements shall be maintained in good repair and condition by the adjoining Owners at the established elevation and grade, such ditches are to be kept free of weeds and other obstructions at all times.

(f) No major vehicular or automotive repair work shall be performed on said premises at any time except it be behind closed doors in garages. No junk vehicles will be stored on the property.

(g) Buyer agrees to construct a sidewalk across the front of each lot as well as behind the rear wall on double front lots, and on the side of each lot on corner lots. All sidewalks will abut to any existing sidewalks previously built by Buyer, Seller or other builders and shall match the size, height, design and appearance of the adjoining sidewalk. All front yards will be landscaped within 30 days of completion of the house, based upon the date of certificate of occupancy issued by the City. If Buyer fails to landscape the front yard area within 30 days,

Declarant or the Association may do so and seek reimbursement from Buyer. The parkways and any vegetation shall be maintained by the Association. All front yards shall have an irrigation system in addition to any community irrigation system for parkways.

(h) Buyer agrees to enclose the rear yard of each lot with a rock wall at least six feet above the finish grade level and six feet above the highest finish grade level when abutting a drainage right-of-way, street right-of-way, commercial property or ponding area, or when required by city code. Buyer agrees to construct the rock wall according to the subdivision improvement plan specifications when the requirements vary from those contained herein. All non-alley rear yard walls shall be placed on the common boundary line with adjoining lots as party walls. These provisions are in addition to those of Article VII below.

Fencing will be solely constructed of rock and/or wrought iron.

(i) All alley lots shall have a six foot rock wall for side fences from the rear building line and three feet of rock wall and three feet of wrought iron along the rear property line, or six feet wrought iron along the rear property line, or no rear fence at all. All rear fences along alleys shall be placed two feet from the rear property line. All lots that have a mid-block park along their side lot line shall have three feet of rock wall and three feet of wrought iron or six feet of wrought iron along their side lot line adjoining the park. All other fencing shall be in conformance with the type of lot described above.

(j) Buyer agrees to design and construct homes on the lot(s) in such a manner as to provide positive lot drainage from the rear of the lot to the street in front of the lot, or to the alley for those lots that have an alley to the rear, and all improvements will be designed and constructed in such a way so that the grades will be maintained at all times by subsequent

owners. Driveways, patios, walks, landscaping (including without limitation, grass, bushes, trees, bricks, 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. Any variance from this drainage requirement shall be made only with the express written approval of the ACC. FAILURE BY THE BUYER AND SUBSEQUENT OWNERS TO MAINTAIN THE PROPER DRAINAGE CAN RESULT IN DAMAGE TO THE IMPROVEMENTS FROM SETTLING AND/OR EROSION ON THE SUBJECT LOT AS WELL AS SURROUNDING LOTS AND WATER PENETRATION OF STRUCTURES. LANDSCAPE IRRIGATION OF ANY TYPE IS EXPRESSLY FORBIDDEN ON SLOPED A AREA.

(k) Each Owner will remove holiday lights and exterior ornaments within two weeks following the holiday for which they were put on display.

(l) Any yard art or other exterior decorations of the home or yard must be approved prior to installation by the ACC.

(m) Owners shall maintain all exposed exterior roofs.

Section 4. Animals

Dogs, cats and other small household pets shall be permitted on the premises. No animals shall be used for any commercial purposes, including breeding and selling and furthermore, there shall not be more than three (3) dogs and cats in any resident. No livestock shall be permitted.

Section 5. Garbage and Refuse Disposal

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 6. Design Guidelines

Design guidelines shall be set forth in a document to be prepared by the ACC and will be in addition to anything in these covenants. The design guidelines will specify acceptable exterior colors or require prior approval of exterior colors by the ACC.

(a) Minimum Floor Space. Each single family dwelling constructed on any Lot shall contain not less than the minimum square footage of 1,450 square feet except for any lots in Block 11, Block 14 and Lots 15-30, Block 13, which may be no smaller than 1,150 square feet. Each attached housing unit constructed within a two unit structure on any Lot shall contain not less than the minimum square footage of 1,100 square feet. No unit within a four unit structure shall contain less than 900 square feet provided that 50% of the units in any structure with more than two units shall be 1,100 square feet or greater. (For all dwellings it is exclusive of all porches, garages or breezeways attached to the main dwelling).

(b) Setback Requirements. All structures are subject to any platted "Build To" lines. As used herein, the word "loaded" means a lot that abuts a street or alley. Lots with alleys may not access their drive or garage from a street.

Front Loaded Lots. All front loaded residential structures on each Lot shall be set back at least fifteen (15) feet in the front for living areas and twenty (20) feet for garage areas. Curved entry garages may be within fifteen (15) feet of the street. Side yard setbacks shall be five (5)

feet on interior sides and ten (10) feet on exterior sides on corner lots. Rear setbacks are fifteen (15) feet for living areas and twenty (20) feet for garage areas. Curved entry garages may be within fifteen (15) feet of the rear property line.

Rear Loaded Lots. All rear loaded Lots shall be set back at least ten (10) feet in the front. Side yard setbacks shall be five (5) feet on interior sides and ten (10) feet on exterior sides on corner lots. Rear setbacks are fifteen (15) feet for living areas and twenty (20) feet for garage areas. Curved entry garages may be within fifteen (15) feet of the real property line.

Attached Housing Lots. All rear loaded Lots for attached housing shall be setback at least ten (10) feet in the front; curved entry garages may be within fifteen (15) feet of the alley. Side yard setbacks in Blocks 11, 13 and 14 shall be zero (0) feet on one interior side and four (4) feet on the other. Exterior setbacks sides shall be five (5) feet on corner lots. Rear setbacks are fifteen (15) feet for living areas and twenty (20) feet for garage areas. Curved entry garages may be within fifteen (15) feet of the rear property line. Attached housing fronting on park areas shall conform to any platted build to line.

Lots 1 and 2 in Blocks 9 and 10 shall be considered to be fronting on Haper Court. The front set back line for those Lots shall be fifteen (15) feet; the rear twenty (20) feet; and the interior sides five (5) feet and the exterior sides on corners, ten (10) feet.

Lots 19 and 20 in Block 7 and Lots 18 and 19 in Block 6 shall be considered to be fronting on Hoppas Court. The front set back line for those Lots shall be fifteen (15) feet; the rear twenty (20) feet; and the interior sides five (5) feet and the exterior sides on corners ten (10) feet.

All Main Street Commercial Structures. All main street commercial structures may be

set back no more than five feet in the front; forty-six (46) feet in the back; five (5) feet on any side street and zero (0) feet on all interior sides. The four commercial Lots will be subdivided into Lots as demand dictates. No one Lot shall have less than twenty-four (24) feet of frontage. Lots will be divided into four (4) foot additional increments such that the following Lot frontages are allowed: twenty-four (24) feet; twenty-eight(28) feet; thirty-two (32) feet; thirty-six (36) feet; forty (40) feet, etc.

(c) Garages/Parking Requirements. All single family housing shall have a minimum two car garage with interior dimensions no smaller than nineteen feet six inches (19'6") and nineteen feet six inches (19'6") deep. All multi-family units shall provide a minimum of one garage space per living unit. No garages are allowed to be enclosed or converted to living area except that model homes may enclose their garage for marketing purposes but must be converted back to a garage prior to occupancy by the residents. All garages shall be setback at least twenty (20) feet from the Right of Way they are accessed from. All alley loaded Lots shall have rear garage access.

(d) Fences. Fencing will be solely constructed of rock and/or wrought iron. All non-alley loaded Lots shall have a six (6) foot rock wall for rear yard fencing such that the portion of the fence that is behind the building line shall be six (6) feet tall on the side Lot lines and the rear Lot line. All alley loaded Lots shall have a six (6) foot rock wall for side fences from the rear building line and three (3) feet of rock wall and three (3) feet of wrought iron along the rear property line, or six (6) feet of wrought iron along the rear property line, or six (6) feet of solid masonry or no rear fence at all. All rear fences along alleys shall be placed two (2) feet from the rear property line.

All Lots that have a mid block park along their side Lot line shall have three (3) feet of rock wall and three (3) feet of wrought iron or six (6) feet of wrought iron along their side Lot line adjoining the park. Fences are permitted in front yards provided they are masonry and wrought iron or a combination thereof and are not more than four (4) feet in height and no more than 50% solid (masonry) and at least 50% wrought iron and must start 10 feet from behind the front building line. All fencing must be approved by the ACC prior to construction.

(e) Landscaping / Irrigation System. All front yards will be landscaped within 30 days of completion of the house based upon the date of certificate of occupancy issued by the city. In addition to a community irrigation system within the parkways, all front yards shall have an irrigation system.

All Lots are required to have installed an extension of any community irrigation system and community street trees within the parkway area between the sidewalk and the curb prior to occupancy of any residence. Each builder will purchase the trees and have the irrigation system extended by Rio Valley, LLC at a cost to be agreed upon at the time of contract for the purchase of the Lots from Rio Valley, LLC.

(f) Accessory Residential Buildings. Accessory Dwelling Units (ADU's) shall not exceed 800 square feet of gross floor area. ADU's must resemble the principal unit in scale, material and color. Roof pitch, siding, material and color shall match the principal unit. Please refer to the City of El Paso ADU ordinance guidelines for further specifications.

(g) Architectural Standards. All homes constructed within the development are expected to have a distinct and identifiable architectural style. Allowable styles include: Desert Contemporary; Craftsman; Prairie School; Spanish Mission; Pueblo; Italian Renaissance;

Victorian; Tudor; Art Deco; French Provencial; and Tuscan. Other styles can be considered on a case by case basis. It is believed diversity helps longevity of the neighborhood.

Attached housing units shall be designed to appear as if they are a large home, rather than a building of connected units. This is primarily accomplished by having one entry foyer and the individual living units access off of that common foyer. It is also accomplished by having rear alley parking.

Section 7. Architectural Control

(a) No building, fence, wall or other structure shall be commenced, erected or maintained in Rio Valley Subdivision, nor shall any exterior addition to, change or alteration thereof be made until the plans and specifications showing the nature, design, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing by the Architectural Control Committee as to the quality of workmanship and materials, as to harmony of external design with existing structures, as to location with respect to topography and finish grade elevation, and as to compliance with these restrictions.

(b) Fences and walls shall be constructed only at locations approved by the Architectural Control Committee and then only as set forth in fencing restrictions as noted under Section 8, paragraph (b).

(c) All construction shall be done in strict accordance with the plans and specifications which have been approved by the Architectural Control Committee. Any changes (including changes in location of the improvement on the Lot), additions to or deletions from, plans and specifications which have been approved by the Architectural Control Committee shall be resubmitted for the approval of the Committee in the manner herein prescribed.

(d) The Architectural Control Committee is composed of three (3) or more representatives appointed by the Board.

(e) The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within sixty (60) days after plans and specifications have been submitted to it, the Committee's approval will not be required.

(f) The Association and the Architectural Control Committee shall have the power, but shall not be obligated to, enforce these restrictive covenants. No action shall be brought against the Association nor against the Architectural Control Committee as a result of any action or failure to take any action, on any of the matters required or authorized to either of them in these restrictive covenants.

(g) The powers herein granted to the Architectural Control Committee shall be exercised by the Committee as it shall, in its sole discretion think best. The granting by the Committee of any waiver or variance to any of the restrictions herein set out shall not constitute a waiver of the right of the Committee or any Owner to insist upon full and strict compliance with these restrictions in all other instances.

(h) Any structure must be completed in accordance with the plans and specifications approved by the Architectural Control Committee within one year of the date that construction actually begins.

Section 8. Easements

Easements for the installation and maintenance of utilities and irrigation facilities are reserved over the Lots as shown on the plat of the Rio Valley Subdivision. No building shall be

erected on any easement.

Section 9. Sight Distance at Intersections

No hedge, shrub or planting which obstructs site lines at elevations between the ground and six (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 line 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 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. No tree shall be permitted to remain within such distances of an intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line. In no instance shall a wall, fence or hedge be constructed, altered or maintained within the area of these sight line limitations.

Section 10. Miscellaneous

No sign of any kind shall be displayed to the public view on any Lot except one family identification sign of not more than an area of four (4) square feet, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the developers to advertise the property during the sales, such signs to be non-illuminated and not to exceed 192 square feet.

Section 11. Additional Powers of the Association

In addition to all other powers granted to the Association herein, or granted to the Association by the Charter or By-Laws of the Association, or the laws of the State of Texas, the Association, acting through its Board of Directors, shall have the right:

(a) To limit and regulate the size, type, subject matter, location and elimination of signs within the Properties, and to prohibit all or any type of subject matter or signs within the Properties.

(b) To provide guard service.

(c) To regulate the use of the Common Area, and the facilities erected thereon, to charge fees for the use of such facilities and to make regulations concerning the conduct of persons within the Properties.

(d) To prohibit or restrict political activities and political signs within the Properties.

(e) To borrow money and execute mortgages as provided in the Articles of Incorporation of the Association or its Bylaws.

(f) To grant easements over the Common Area and to construct roads, sidewalks, trails or other improvements over the Common Area.

(g) To exempt from the assessments herein described and the liens in connection therewith, any Lot owned by the Association and used for the benefit of the Association (other than as a rental unit).

(h) To make all other rules or regulations as the board of Directors shall deem necessary or desirable to maintain the Rio Valley Subdivision as a first class residential area and to promote the recreation, health, safety and welfare of the residents of the Properties, and to provide for the protection of persons and property. However, in no event shall the Association undermine the substantive restrictions and covenants contained herein.

(i) To grant exceptions or variances to any of its rules and regulations or to any of the restrictions contained in this Article V.

Section 12. Discrimination

Nothing herein shall allow the Association, or its Board of Directors, to discriminate in favor of or against any political party or any political candidate, nor to discriminate in favor of or against any person because of his or her sex, race, creed, color, national origin or religion.

ARTICLE VI. GENERAL PROVISIONS

Section 1. Enforcement

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability

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

Section 3. Amendment

Except as provided above allowing the Declarant to amend these covenants in Article III, Section 2, the covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date the original Declaration was recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration, with the exception of Article V, Section 1, paragraphs (a), (b) and (c) which cannot be amended until 2050, may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot owners. Any amendment must be recorded in the public records of El

Paso County, Texas.

Section 4. Annexation

Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3rds) of each class of members.

Section 5. Neighborhood Participation

The Association may publish a regular newsletter which will be distributed to all members of the Homeowners Association and to all neighbors, within a three mile radius of the subdivision, who request to be included on the distribution list. Included in the newsletter shall be the name and telephone number of the officer of the Association who a neighbor may contact to file a complaint or comment. The Association shall treat a neighbor's complaint or problem with the same degree of importance as a complaint or problem presented to the Association by a member of the Association.

Section 6. Dirt Bikes

There shall be no riding of dirt bikes within the subdivision, other than to obtain ingress and egress to and from the subdivision.

ARTICLE VII. PARTY WALLS

The rights and duties of the Owners of any Lots within this project with respect to party walls shall be governed by the following:

(a) Each wall, including party walls, which is constructed as part of the original construction of any structure, any part of which is placed on the dividing line between separate lots, shall constitute a party wall. With respect to any such wall, each of the adjoining Owners shall assume the burdens and be entitled to the benefits of these restrictive covenants, and, to the

extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.

(b) In the event any such party wall is damaged or destroyed through the act of one adjoining Owner, or any of his guests, tenants, licensees, agents or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of such Owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly without costs to the adjoining Owner.

(c) In the event any such party wall is damaged or destroyed by some cause other than the act of one of the adjoining Owners, his agents, tenants, licensees, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense.

(d) Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his residence in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining Owner.

(g) In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by each of the Owners and the third by the two so chosen, or if the two arbitrators cannot agree as to the selection of the third arbitrator within five (5) days then by any arbitration/mediation service in El Paso, Texas. A determination of the matter signed by any two of the three arbitrators shall be binding upon the Owners, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after personal receipt of a request in writing for arbitration from the other party, then said other party shall have the right and power to choose both arbitrators.

(h) These covenants shall be binding upon the heirs, executors, administrators and assigns of any Owner, but no person shall be liable for any act or omission respecting any party wall except such as took place while as an Owner.

ARTICLE VIII. EXTERIOR MAINTENANCE

Each Owner shall be responsible for the upkeep and maintenance of all improvements upon each lot, as follows: paint, repair, replace and care for roofs, gutters, downspouts, doors, windows, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements and the watering of trees and grass.

ARTICLE IX. DAMAGE OR DESTRUCTION OF PROPERTY

In the event any common element is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby irrevocably

authorize the Association to repair said damaged element and the Association shall so repair said damaged element in a good and workmanlike manner in substantial conformance with the original plans and specifications. The Owner shall then repay the Association in the amount actually expended for such repairs.

In the event any home or other structure or improvement is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, Owner shall, within sixty (60) days from the date of the occurrence of the damage or destruction, enter into a binding bona fide contract for the repair and rebuilding of the exterior of said property and improvements and any damage to adjacent property or improvements in a good workmanlike manner in conformance with the original plans and specifications used in the construction of said improvements. In the event such Owner refuses or fails to so repair and rebuild any and all such damage to the exterior of a home and adjacent property within a reasonable time, not to exceed six (6) months from the date of the occurrence of the damage or destruction, the Association by and through its Board of Directors, is hereby irrevocably authorized by such Owner to repair and rebuild any such home and/or adjacent property or other improvements in a good workmanlike manner in conformance with the original plans and specifications of said home and/or improvements. The Owner shall then repay the Association in the amount actually expended for such repairs.

Each Owner further agrees that these charges for repairs, if not paid within ten (10) days after completion of the work, shall be delinquent and shall become a lien upon said Owner's Lot and home and shall continue to be such lien until fully paid. Said lien shall be subordinate to any first mortgage or encumbrance on the subject property. Said charges shall bear interest from the

date of delinquency at the rate of twelve percent (12%) per annum. The amount of principal and interest owed by said Owner to the Association shall be a debt, and shall be collectible by any lawful procedure allowed by the laws of the State of Texas.

Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association or its agent the right and power to bring all actions against such Owner for the collection of such charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens and such Owner hereby expressly grants to the Association a power of sale in connection with said lien.

Nothing contained in this Article IX shall be construed in any way so as to relieve any insurance company from the payment of any and all amounts which would be payable under any policy or policies had not this Article been inserted.

In the event of a dispute between an Owner and the Board of Directors with respect to the cause of damage or the extent of repairs necessitated or with respect to the cost thereof, then upon written request of the Owner addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association or its Board of Directors. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by the Board of Directors, one chosen by the Owner and these two arbitrators shall then choose a third arbitrator. If the two arbitrators cannot agree as to the selection of the third arbitrator, then by any arbitration/mediation service in El Paso, Texas. A determination by any two of the three arbitrators shall be binding upon the Owner and the Association who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after personal receipt of a request in writing for arbitration from

the other party, then said other party shall have the right and power to choose both arbitrators.

DECLARANT:

RIO VALLEY SUBDIVISION LLC

By: _____
Its Managing Member

THE STATE OF TEXAS *
COUNTY OF EL PASO *

The foregoing instrument was acknowledged before me by Jack Winton _____, Managing Member, on behalf of the Rio Valley Subdivision LLC on the 30 day of Sept, 2014.

_____
Notary Public, State of Texas

ANGELA LUTTRELL
Notary Public, State of Texas
My Commission Expires
August 05, 2017

Doc # 20140063104
#Pages 31 #NFPages 1
9/30/2014 11:54 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees $146.00

eRecorded

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