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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE ESTATES OF WINFIELD PLANNED UNIT DEVELOPMENT

AND ANNEXATION TO WINFIELD COMMUNITY ASSOCIATION
AND THE ESTATES OF WINFIELD ASSOCIATION

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE ESTATES OF WINFIELD PLANNED UNIT DEVELOPMENT

AND ANNEXATION TO WINFIELD COMMUNITY ASSOCIATION

AND THE ESTATES OF WINFIELD ASSOCIATION

THE STATE OF TEXAS §

COUNTY OF WEBB §

THIS DECLARATION, made on the date hereinafter set forth by WINFIELD, LTD., a Texas limited partnership, herein referred to as "Declarant," on the terms hereinafter set forth, to wit:

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property which has been subdivided and platted into residential lots and is known as The Estates of Winfield Planned Unit Development, City of Laredo, Webb County, Texas, more fully described as follows:

Lots 1- 5, inclusive, Block 6;
Lots 1- 3, inclusive, Block 7;
Lots 1- 4, inclusive, Block 8;
Lots 1-22, inclusive, Block 9; and
Lots 1-31, inclusive, Block 10;

all in The Estates of Winfield Planned Unit Development, in the City of Laredo, Webb County, Texas, according to plat thereof recorded in Volume 13, Pages 61 - 62, Plat Records of Webb County, Texas ("the Properties" or "the Subdivision");

WHEREAS, Declarant has created a residential community within said Subdivision with designated single-family residential lots "Lots" and "Common Facilities" (as those terms are defined herein) for the benefit of the present and future owners thereof;

WHEREAS, Declarant desires to ensure the preservation of the values and amenities in said community and for the maintenance of the Common Areas and Common Facilities therein, and to this end desires to further subject the above-described real property, together with such additions as may hereafter be made thereto, as herein provided, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each of the owners thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Areas and Common Facilities particular to The Estates of Winfield Planned Unit Development and administering and enforcing these covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, THE ESTATES OF WINFIELD ASSOCIATION has been incorporated under the laws of the State of Texas as a non-profit corporation for the purposes of exercising the functions aforesaid as to the area heretofore known or to be known as The Estates of Winfield Planned Unit Development, and such other real property as may be annexed thereto and become subject to the jurisdiction of said Association;

WHEREAS, the Subdivision lies within the area designated in that certain Declaration of Covenants, Conditions and Restrictions for Winfield Subdivision, Phase 1 recorded or to be recorded in the Real Property Records of Webb County, Texas as being subject to annexation by Declarant to the jurisdiction and assessment of Winfield Community Association and Declarant desires that the Subdivision be so annexed so as to ensure to the Owners of Lots within the Subdivision the full use and access to the common areas of Winfield Community Association, including, but not necessarily limited to, the following described park property owned by Declarant and to be conveyed to Winfield Community Association, to wit:

Lot 19, Block 15, Winfield Subdivision, Phase 1, in the City of Laredo, Webb County, Texas, according to plat thereof recorded in Volume 13, Page 59 - 60, Plat Records of Webb County, Texas;

NOW, THEREFORE, Declarant declares that the above-described property constituting The Estates of Winfield Planned Unit Development, are annexed to, and shall hereafter be subject to, the jurisdiction and assessments of The Estates of Winfield Association and Winfield Community Association, and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth, and any subsequent amendment or supplement hereto.

ARTICLE I.

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings.

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(a) "Association" shall mean and refer to THE ESTATES OF WINFIELD ASSOCIATION, a Texas non-profit corporation, its successors and assigns as provided for herein.

(b) "Master Association" shall mean and refer to WINFIELD COMMUNITY ASSOCIATION, a Texas non-profit corporation, its successors and assigns as described herein.

(c) "Properties" shall mean and refer to the above described residential Lots known as The Estates of Winfield, Planned Unit Development, and additions thereto, as are subject to this Declaration or any Amended or Supplemental Declaration.

(d) "Lot" shall mean and refer to each of the above-described 65 separately numbered plots of land, being all of the numbered Lots in the Subdivision with the exception of the Common Area;

(e) "Subdivision Plat" shall mean and refer to the map or plat of The Estates of Winfield Planned Unit Development, filed for record in Volume 13, Page 61 - 62, Plat Records of Webb County, Texas and any amendment thereof upon filing of same for record in the Plat Records of Webb County, Texas.

(f) "Living Unit" shall mean and refer to a single family residence and its attached or detached garage situated on a lot.

(g) "Single Family" shall mean and refer to a group related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a living unit. It is the express intent of Declarant that the term "Single Family" be narrowly construed to the fullest extent possible to exclude therefrom any group home, halfway house, rehabilitation home, or other use not traditionally thought of as a "Single Family" use except as may be dictated by applicable statute or ordinance.

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

(i) "Declarant" shall mean and refer to Winfield, Ltd. a Texas limited partnership, its successors or assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

(j) "Committee" and "Architectural Control Committee" or "ACC" shall mean and refer to the committee referred to in Article VII hereof.

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(k) "Common Areas" and "Common Facilities" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. The initial Common Area to be conveyed to the Association prior to, or simultaneous with, the conveyance of the first Lot consists of the private streets (safety lanes) as shown on the Subdivision Plat, an entry gate, and project perimeter walls and entry monuments and signs to be constructed by Declarant. Future Common Facilities may include, but not be limited to, recreational facilities, signs, sprinkler systems, parkways, medians, islands, landscaping, walls, bridges, greenbelts, drainage ways and drainage channels, swales, ponds, culverts, pipes, signs, lights, and other similar or appurtenant improvements.

(l) "Member" shall mean and refer to all those owners who are members of the Association as provided herein.

(m) "Builder Member" shall mean such builders approved by Declarant for construction within the Subdivision and who own one or more Lots for construction of a residence and sale to others.

(n) "Board of Directors" and "Board" shall mean and refer to the Board of Directors of the Association, the election and procedures of which shall be as set forth herein and in the Articles of Incorporation and By-Laws of the Association.

(o) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for The Estates of Winfield Planned Unit Development, and any amendments, annexations and supplements hereto made in accordance with the terms hereof.

(p) "Master Plan" shall mean that certain preliminary plan of development for that parcel of about 425 acres which is more fully described or depicted on Exhibit "A" attached hereto, the original of which plan is maintained at Declarant's offices. The Master Plan reflects non-residential and multi-family development for a portion of said parcel and is not binding on Declarant and may be amended by Declarant from time to time.

(q) "Design Guidelines" shall mean such written requirements for construction of improvements, landscaping, and maintenance of improvements and Lots as the Architectural Control Committee may from time to time enact and publish to supplement the terms of this Declaration, which Design Guidelines shall be binding on the Owners and occupants of all Lots.

ARTICLE II.

SUBDIVISION PLAT AND CERTAIN EASEMENTS AND USE

Section 1. Subdivision Plat. The Subdivision Plat creates for use as such, subject to the limitations set forth herein,

certain easements of use and non-access easements as shown thereon, and such Subdivision Plat further establishes certain dedications, limitations, reservations and restrictions applicable to the Properties. All such easements, dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof.

Section 2. Certain Other Easements. There is hereby created in favor of the easement owners, Declarant, the Association, and their assignees, a right of ingress or egress across, over, and under the Properties for the purpose of inspecting, installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, electricity, gas, and appurtenances thereto, and to inspect, construct, reconstruct, repair, correct, replace, or maintain any wall, fixture, light, or other structure or item required to be constructed or maintained under the terms hereof or to inspect, correct or remove any condition or improvement prohibited to be maintained under the terms hereof. Such easements specifically include, but are not limited to, the right of Declarant and the Association to enter upon any or all of the Lots herein designated as requiring a rear or side Lot fence or wall, for the purpose of constructing, reconstructing, repairing, or maintaining such rear fence or wall. The Association and the Architectural Control Committee shall have the right of reasonable entry onto Lots to inspect the exterior of improvements for compliance with the terms hereof.

Section 3. Use of Easements and Damages. Neither the Declarant nor the Architectural Control Committee nor any member of the Committee shall be liable for any damage done by any utility company or their assigns, agents, employees or servants, using any easements now or hereafter in existence, whether located on, in, under or through the Properties, to fences, shrubbery, trees or flowers or other property now or hereinafter situated on, in, under, or through the Properties. No provision hereof related to placement or nature of structures or conditions on a Lot, nor the approval thereof, express or implied, by the Declarant or the Committee shall affect the rights of easement owners nor enlarge the rights of Lot Owners with regard to the construction or maintenance of improvements or conditions within an easement area.

ARTICLE III.

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS OR MODIFICATIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, occupied or used

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subject to this Declaration are all of the separately numbered plots of land as shown on the Subdivision Plat, which real property is sometimes hereinafter referred to as the "Existing Property".

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manners:

(a) Additions by Declarant. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration, and without the consent of Members, additional properties in future stages of the development, and within fifteen (15) years from the date of this instrument; provided that such additions lie within the area depicted on the Master Plan and described on Exhibit "A" attached hereto and incorporated herein by reference. Declarant, its successors and assigns, shall not be bound to make any additions to the Existing Property or to follow any particular type of development which may be reflected on the Master Plan. Any additions authorized under this and the succeeding subsections shall be made by filing of record a Declaration of Covenants, Conditions and Restrictions or similar instrument with respect to such additional property which shall extend the general scheme of the covenants and restrictions of this Declaration to such property, and the execution thereof by the Declarant shall constitute all requisite evidence of the required approval thereof. Such document may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands and are consistent with the overall development. In no event, however, shall any such instrument be construed so as to revoke, modify or add to the covenants established by this Declaration as they are applicable to the Existing Property.

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(b) Other Additions. The owner of any property who desires to add to it the scheme of this Declaration and to subject it to the jurisdiction of the Association, may make written submission therefore to the Association together with the following:

(1) The proposed property shall be described by size, location, proposed land use, and general nature of proposed private improvements;

(2) the proponent shall describe the nature and extent of common facilities to be located on the proposed property and fully describe any mortgage debt related to the common facilities or other debt which he seeks the Association to assume;

(3) the proponent shall state that the proposed additions if made will be subjected to the general scheme of this Declaration and all Association assessments.

Upon such submission and subject to the Association's later review and approval of a proposed form of Declaration of Covenants, Conditions and Restrictions for the proposed property, the Association shall vote by class on the proposal. Two-thirds (2/3) approval of each class of membership shall be required for approval. If the proposed property shall be approved for addition to the jurisdiction of the Association, such addition shall be complete upon the proponent's filing of record a Declaration of Covenants, Conditions and Restrictions or similar instrument in form approved by the Board of Directors of the Association and executed by said Board of Directors or one or more authorized officers of the Association.

ARTICLE IV.

CLASSES OF MEMBERSHIP

The Association shall have the following classes of membership:

Class A. Class A Members shall be all those Owners as defined in Article I with the exception of the Declarant and Builder Members. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership for Article I (h), above. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B Members shall be the Declarant and Builder Members. Class B Members shall be entitled to three votes for each Lot in which they hold the interest required by Article I (h), above, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On January 1, 2010.

From and after the happening of these events, whichever occurs earlier, the Class B Members shall be deemed to be Class A Members entitled to one vote for each Lot in which they hold the interest required for membership under Article I (h), above.

ARTICLE V.

PROPERTY RIGHTS IN THE COMMON FACILITIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article V, every Member shall have a common right and easement of enjoyment in and to the Common Facilities and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The rights and easements existing or hereafter created in favor of others as provided for in the Subdivision Plat and/or in Article II hereof.

(b) The rights of the Association, once it has obtained legal title to the Common Facilities, to do or ratify the following:

(1) to borrow money for the purpose of constructing or improving the Common Facilities and, in aid thereof, to mortgage said properties and facilities, in accordance with the terms hereof and of the Articles of Incorporation and Bylaws of the Association;

(2) to take such steps as are reasonably necessary to protect the above-described properties and facilities against foreclosure;

(3) to enter into one or more contracts or agreements for the maintenance or improvement of the Common Facilities; and

(4) to enter into one or more contracts or agreements, including those with provisions for indemnification or hold harmless agreements, with the City of Laredo, utility companies, and others, as may be determined by the Board of Directors to be necessary or convenient to obtain services for Owners or the Association within the Subdivision.

Section 3. Title to Common Areas. The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be established. From and after the date on which title to any Common Area vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Areas. The policy limits shall be determined by the Board of Directors of the Association. The

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Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of members, Directors and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties.

The Association shall not convey or mortgage any Common Area without the consent of two-thirds (2/3rds) or more of the Lot Owners.

By acceptance of a deed to a Lot, every Owner irrevocably waives any and all rights it may have to ever seek to partition the Common Area or any of the Common Facilities, it being specifically agreed that should the Association ever be dissolved or its charter forfeited, the restrictions and conditions hereof shall continue in effect and the ownership of the Common Area and the Common Facilities shall thereafter be held in common with all other Owners and shall not be subject to partition.

ARTICLE VI.

ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements or extraordinary expenses, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting recreation, health, safety and welfare of the Members, preserving or enforcing the rights and obligations of the Owners and the Association, or for the improvement, maintenance and operation of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Properties by the Members.

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Section 3. Basis and Maximum of Annual Assessments. The annual assessments for both Improved and Unimproved Lots shall be determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made, but until January 1, 1995, the annual assessment for Improved Lots shall not exceed \$120.00 and the annual assessment for Unimproved Lots shall not exceed \$30.00. From and after January 1, 1995, the maximum annual assessment for Improved Lots and maximum annual assessment for Unimproved Lots may be as provided in Section 5 hereof. A Lot shall be deemed to be an "Improved Lot" when construction of a Living Unit thereon is completed, and a closing of a sale thereof has taken place, or when a Living Unit on the Lot has been occupied as a residence, whichever first occurs. All other Lots shall be "Unimproved Lots". In no event shall the annual assessment for Unimproved Lots ever exceed more than twenty-five percent (25%) of the annual assessment for Improved Lots.

Section 4. Special Assessments. In addition to the annual assessments provided for in Section 3, the Association may levy, in any assessment year, a Special Assessment on Improved Lots only, 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 on or which is a part of the Common Areas or Facilities, or to finance or defray the cost of any extraordinary expense of the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each of the Improved Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Improved Lot Owners at least 30 days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. For all annual assessments accruing on or after January 1, 1995, the maximum annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than twenty percent (20%) above the annual assessment imposed or authorized for the prior year. This power of the Board without vote of the membership shall be cumulative so that in any one year the amount to which the annual assessments may be increased by the Board shall include, be calculated upon, and be based upon any prior years' permissible increases to the extent not used. As an example, if for 1995 there shall be no increase in annual assessments, then the Board may, without vote of the Membership, impose the annual assessments for 1996 in an amount equal to 144% of the annual assessment for 1994. Any increase in the maximum annual assessment beyond that above provided for action by the Board alone shall require approval of two-thirds (2/3) vote of a quorum of each class of Members voting at a meeting duly called for that purpose.

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Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action by Members authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the requirements set forth in Section 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than ninety (90) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all Lots on conveyance by Declarant of the first Lot, but in any event by December 1, 1993. The first annual assessments shall be made for the balance of the year 1993. Beginning January 1, 1994, the assessments for each calendar year shall become due and payable and shall be collected quarterly in advance. The amount of the annual assessment which may be levied on a Lot for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. When a Lot becomes an Improved Lot after the annual assessment for it as an Unimproved Lot has been paid, there shall be payable as of the first day of the month following the month when it becomes an Improved Lot, a sum equal to the difference between the annual assessments for Unimproved Lots and the annual assessment for Improved Lots prorated over the balance of the year then remaining. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. In December of each year, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for the following year and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid or the balance due. Such certificate, when signed by an authorized officer or agent of the Association, shall be conclusive evidence of payment of any assessment herein stated to

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have been paid. The Association may charge a reasonable fee for issuing such a certificate.

Section 9. Effect of Non-Payment of Assessments: The Lien; Remedies of the Association. If any assessment or other sum due the Association hereunder is not paid on the date when due, then such assessment or amount shall become delinquent and shall, together with such interest thereon and cost of collection thereof provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner to pay the same or to foreclose the Association's lien against the property, and there shall be added to the amount of such assessment all reasonable expenses of collection including the costs of preparing and filing the complaint, reasonable attorney's fees and costs of suit. Each 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 to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial or judicial foreclosure by an action brought in the name of the Association, with a power of sale in connection with said lien. The lien shall be in favor of the Association and shall be for the benefit of all other Lot Owners. No Owner shall be freed of liability for any assessments provided for herein by virtue of non-use of Common Area, or non-existence of Common Area.

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In addition to the foregoing charges for delinquent accounts, each owner shall be obligated to pay to the association all actual costs of collection incurred by the Association and such reasonable late charges and collection charges as the Board of Directors may establish, all of which costs and charges shall also be subject to the liens of the Association.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the Lots subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding or transfer in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The charges and liens created herein shall apply only to the Lots, and the remainder of the Properties shall not be subject thereto.

Section 12. Membership in Master Association. By virtue of ownership of a Lot within The Estates of Winfield Planned Unit Development, each Owner shall also be a member of the Winfield Community Association (Master Association), with all of the rights, privileges, responsibilities and obligation of payment of assessments attendant to such membership. Each Owner shall be obligated to pay the periodic assessments made by the Master Association in addition to the assessments and charges of The Estates of Winfield Association. For administrative convenience of the Association, The Associations may agree for the collection by The Estates of Winfield Association of both sets of assessments and remit payment to the Master Association of the sums due it by Members of the Association.

ARTICLE VII.

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Creation and Membership. There shall be an Architectural Control Committee which shall initially serve both The Estates of Winfield Subdivision and Winfield Phase 1 Subdivision and their respective future units. The Committee shall initially have three members only and the initial members shall be David Killam, Arthur Zuniga, and Mike Drake, each of whom shall serve until his successor is named. The initial street address of the Committee shall be 12555 Mines Road, Laredo, Texas 78041, and its initial mailing address is P.O. Box 499, Laredo, Texas 78042. So long as Declarant shall own any Lot subject to the jurisdiction of the Association, Declarant shall have the right to appoint all members to the Committee, including the right to fill any vacancy or add members to the Committee, and Declarant may remove members from the Committee for any or no reason. Declarant or the Committee may create subcommittees to deal separately with review of new home construction plans and renovation plans. When Declarant no longer owns any Lots subject to the jurisdiction and assessments of the Association, the Board of Directors of the Association shall have the right and obligation to appoint members of the Committee which shall thereafter serve only as to Lots within The Estates of Winfield Subdivision. In the event any vacancy on the Committee shall continue for 60 days while Declarant has the power of appointment of Committee membership, then the Board of Directors may fill such vacancy by appointment provided it shall first give Declarant written notice of such vacancy and 30 days within which to make such appointment. If Declarant shall exercise its right to annex additional areas to the Association as above provided after Declarant's right of appointment of

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Committee members shall have expired, it shall nonetheless have the right to appoint the members of the Committee to function with respect to the annexed area until Declarant shall no longer own a lot in such annexed area.

The Architectural Control Committee shall continue to function for the entire duration of this Declaration, including any extensions thereof. No Committee member shall be entitled to compensation for acting as a Committee member.

Section 2. Function. No building, fence, wall, outbuilding or other structure or improvement of any type whatsoever, permanent or temporary, shall be erected, altered, added onto, placed or repaired on any lot in the subdivision until the complete plans including site plans, grading plans, floor plans depicting room sizes and layouts, exterior elevations, any other plans or information deemed necessary by the ACC for the performance of its function ("Required Plans"), are submitted and approved in writing by the Architectural Control Committee as to the conformity and harmony of exterior design with existing structures in the Subdivision, the location with respect to topography, existing trees, and finished elevation, and apparent conformity with the requirements of this Declaration. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties and may create and impose reasonable fees for processing of applications. As the covenants and building standards to be employed within the Subdivision shall be more onerous than those for the adjacent Winfield Subdivision, approval of Required Plans by the ACC functioning as to The Estates of Winfield Subdivision shall constitute all plan approval required of an Owner and no Owner shall be required to make an additional submission to the Architectural Control Committee for Winfield Subdivision.

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Section 3. Procedures. Within thirty (30) days after the Owner has submitted to the Committee the Required Plans and written notice that the Owner desires to obtain ACC approval, the Committee shall notify Owner in writing whether the Required Plans are approved or disapproved. If plans and specifications are not sufficiently complete or are otherwise inadequate, the ACC may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance. In the event the plans submitted by the Owner have not been approved or disapproved within thirty (30) days after being submitted, the plans so submitted will be deemed to have been approved but a deemed approval shall not permit a violation of any of the terms of this Declaration nor extend to any deviation from or alteration to the plans actually submitted nor to any matter requiring a written variance. A majority of

the Committee may act for the Committee and no notice of any of its meetings shall be required. In the event a vacancy on the Committee shall arise, the remaining member or members of the Committee may fill such vacancy by appointment, and if they fail to do so within 30 days, then Declarant may do so.

Section 4. Application Fees. The Committee shall establish, promulgate and charge reasonable fees for its review and approval of applications required to be submitted to it. The initial fees shall be \$75.00 for review of new home construction and \$25.00 for other applications.

Section 5. Powers. The goal of the Committee is to encourage the construction of dwellings of good architectural design, quality and proper size compatible with Declarant's conceptual plan for the subdivision. Dwellings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials, which, in the sole judgement of the Committee, create an attractive and harmonious blend with existing and proposed dwellings in the immediate area and the natural surroundings. To this end, and as an aid to Owners and builders, the Committee shall have the right to publish Architectural Design Guidelines for the subdivision which shall be binding on the Owners of all Lots and shall not contradict the express terms hereof, but which may contain supplemental terms and additional detail governing permissible and required improvements and materials therefor within the Properties. The Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one interpretation. The Committee may disapprove the construction or design of a home on purely aesthetic grounds where, in its sole judgement, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners or to preserve the serenity and natural beauty of any surroundings. The Committee may dictate certain aesthetic limitations on improvements, whether or not mentioned herein, such as the placement of driveways, limitation of street access to certain Lots, and limitation on heights of certain wall or fences. The foregoing list is not meant to be all inclusive. Members of the Committee and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for damage or loss arising out of their acts hereunder. The Committee's evaluation of Required Plans is solely to determine compliance with the terms of this Declaration and the Architectural Design Guidelines and the aesthetics or the proposed improvements. The Committee disclaims any responsibility to determine compliance with any applicable building code or other standard for construction.

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Section 6. Variances. The Architectural Control Committee shall have the right, but not the obligation, to grant variances and waivers relative to deviations and infractions of the Declaration or to correct or avoid hardships to Owners. Upon submission of a written request for same, the ACC may, from time to time, in its sole discretion, permit an owner to construct, erect or install a dwelling which is in variance from the covenants, restrictions or architectural standards which are provided in this Declaration. In any case, however, the dwelling with such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the neighborhood and must not detrimentally affect the integrity of the subdivision or be incompatible with the natural surroundings. All requests for variances shall be in writing, shall be specifically indicated to be a request for variance, and shall indicate with specificity the particular standard sought to be varied and the nature of the variance requested. All requests for variances shall be deemed to be disapproved if the Committee has not expressly and in writing approved such request within thirty (30) days of the submission of such request. No member of the Committee shall be liable to any owner for any claims, causes of action or damages arising out of the grant of any variance to an owner. No member of the ACC shall have any personal liability to any Owner or any other person for the acts or omissions of the ACC if such acts or omissions were committed in good faith and without malice. Each request for a variance submitted hereunder shall be reviewed independently of similar requests and the grant of a variance to any one Owner shall not constitute a waiver of the Committee's right to deny a variance to another Owner. The decisions of the Architectural Control Committee with respect to variances shall be final and binding upon the applicant with respect to any denial. The Committee's decision with respect to any grant of variance shall not relieve the applicant from obtaining a variance from the City Zoning Department's Board of Adjustment if such be required by ordinance.

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Section 7. Decisions Final. All decisions of the Committee shall be final and binding, and there shall not be revisions of any action of the Committee except by procedure for injunctive relief when such action is patently arbitrary and capricious. In the event of construction of improvements or threatened construction of improvements in violation of this Declaration, any Owner, the Association, Declarant or the Committee may seek to enjoin such construction or seek other relief against the Owner or builder responsible therefor provided that each such offending party shall first be given written notice of the perceived violation and the opportunity to remedy the violation prior to the filing of suit. Neither the Declarant, the Architectural Control Committee, nor any member of such Committee shall be liable in damages, or otherwise, to anyone submitting plans and specifications for approval or to any Owner who believes himself adversely affected by this Declaration

by reason of mistake of judgement, negligence or non feasance in connection with the approval or disapproval of plans or requests for variance.

ARTICLE VIII.

USE RESTRICTIONS

Section 1. Residential Only. The Existing Property shall be used only for the development of private single-family residences, and Common Facilities serving the Owners and residents thereof.

Section 2. Permitted Use. All land included within the Properties shall be used for "residential purposes" only, either for the construction of private single-family residences, including an enclosed private garage for not less than two (2) automobiles or as part of the Common Facilities; provided, however, that only one such private single-family residence may be constructed, or otherwise placed upon, any one Lot. The terms "residential purposes" as used herein shall be held and construed to exclude any business, commercial, industrial, apartment house, hospital clinic and/or professional uses, and such excluded uses are hereby expressly prohibited subject solely to the use by each Builder Member of residences within the Properties as temporary sales offices and model homes for the display and sale of Lots within the Properties and no others. This restriction shall not, however, prevent the inclusion of permanent living quarters for domestic servants or to allow domestic servants to be domiciled with an owner or resident. Model homes and sales offices and any temporary facilities permitted for Builder Members shall all be subject to limitation as to number and location by the Architectural Control Committee.

Section 3. Size and Height. No building or structure erected, altered or placed on, within or in the Properties shall exceed thirty-five feet (35') in height measured from finished elevation of the lower, habitable floor to the topmost part of the roof, without the written consent of the Architectural Control Committee; provided, however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of building and structures shall be complied with at all times. Applications for variance of this height limit shall require sketches and data reflecting the elevations and heights of structures on adjacent Lots.

Each residence shall contain not less than the below described square feet of finished, air conditioned, living area, such areas to be exclusive of open or screened porches, terraces, patios, driveways, carports, garages, attics, and living quarters for domestic servants if separated or detached from the primary living area:

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1. Lots 1- 5, inclusive, Block 6; and 3,000 square
 Lots 1-31, inclusive, Block 10 feet

2. Lots 1- 3, inclusive, Block 7; 3,500 square
 Lots 1- 4, inclusive, Block 8; and feet
 Lots 1-22, inclusive, Block 9.

In addition to the foregoing requirements, absent the express written waiver of the Architectural Control Committee, every residence more than one story in height shall have not less than 40% of the required minimum areas on the ground floor.

Section 4. Placement of Structures on Lots and Sideyards. All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with the setback distances set forth on Exhibit "B" attached hereto and incorporated herein and those shown on the Subdivision Plat, if any; provided, however, that for good cause shown a variance to the setback requirements may be allowed by the Architectural Control Committee, which among other things, may consider the proposed mean and median setbacks of the structure with the consent of the ACC, one story outbuildings not exceeding twelve feet (12') in height may be placed no closer than five feet (5') to a rear Lot line provided the rear Lot line does not abut a street. Eaves of buildings and box windows shall not be deemed to be a part of a building or structure provided they project three feet or less, but steps, porches, and chimneys shall be deemed to be a part of a building or structure for the purpose of these covenants and setback requirements. In no event shall the eaves of adjacent homes be less than fifteen (15) feet apart at any point. In no event may any structure be constructed or maintained upon any utility or other easement.

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Section 5. Radio or TV Antennae. No radio or television aerial wires or antennae or other radio or television related apparatus or equipment shall be placed or maintained on any residence or on any other exterior portion of a Lot except with the prior written approval of the Architectural Control Committee which shall have the authority to disapprove the installation of same. With the prior written consent of the Architectural Control Committee, a satellite disc or dish may be placed on a Lot where not visible from a street or adjacent Lots and where such location does not adversely affect the view from an adjacent Lot.

Section 6. Solar Panels and Systems. No solar panels or solar heating or electrical system or similar apparatus shall be placed in or upon any Lot without the prior approval of the Committee which shall have the authority to disapprove the installation of same or to limit the installation of same so that no portion thereof is visible from any street.

Section 7. Athletic Facilities. The construction or erection of tennis courts, sport courts, swimming pools and associated lighting and fencing shall require the prior written approval of the Architectural Control Committee and any Owner desiring to install the same shall submit design and site plans, landscaping plans, lighting specifications, fencing plans, and sound attenuation plans for pools. The installation of any sporting or recreational equipment or structures which are visible from a street or abutting property, including but not limited to play houses, play scapes, and trampolines, shall also require Committee approval. Landscaping and fencing requirements may be set by the Committee for the purpose of screening courts in an aesthetically pleasing manner.

All swimming pools under construction shall be so secured as to prevent injury and shall be permanently fenced after construction in accordance with local laws. Above-ground pools are prohibited.

No basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be located on any Lot forward of the front wall line of the residence or closer than five feet (5') to the side or rear Lot lines. The ACC will have the right to regulate the appearance and placement of all sporting apparatus and equipment, including basketball goals, and the type, size, and adjustment of outdoor lights used in connection with athletic or other activities.

Section 8. Fences. Fences located between the main structure and any side Lot line (wing walls) shall not be required, but if built shall be all masonry or a combination of masonry and wrought iron. Fences located along a side or rear Lot line adjoining another Lot shall not be required, but if built, shall be all masonry, masonry and wrought iron, or wood cedar privacy fencing. Fences adjacent to a street on corner lots shall not be required, but if built shall be set back at least ten feet (10') from the property line, and shall be all masonry or masonry and wrought iron. All masonry columns shall be a minimum size of sixteen (16") inches square. A site plan reflecting fence location as well as a diagram detailing materials, elevations, and style is to be submitted and approved by the ACC prior to installation.

Wherever masonry or masonry columns are required or used in the construction of a fence or wall on a Lot, the masonry shall match the primary masonry used on the main residence building on the Lot and all masonry columns shall be no further than 25 feet apart except for fencing along rear and side property lines not visible to public view.

No fence, wall, or hedge shall be built or maintained forward of the front wall line of the main structure, except for

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retaining walls or decorative walls or fences which are part of the architectural design of the main structure, and provided the Committee approves of same in writing. No chain-link fences may be built or maintained on any Lot, except in connection with tennis courts, provided such fence is vinyl clad, is properly landscaped, and is reasonably screened from public view, or a rear yard dog run so located or screened as to not be visible from any street. Any fences over six feet (6') in height must be approved in writing by the Architectural Control Committee.

Fencing that is installed by the Declarant or the Association as a common facility shall not be removed, increased or decreased in height, or otherwise modified without the written consent of the Architectural Control Committee.

Notwithstanding the foregoing, the Architectural Control Committee is empowered to establish additional fencing criteria and will publish same in the Architectural Design Guidelines and is empowered to waive the aforesaid composition requirements for fences and the aforesaid height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept design or material and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street line extended. The same sight line limits shall apply on any Lot within 10 feet from the intersection of street property lines with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

Each Owner shall maintain all fencing placed on his Lot in a neat appearing and usable condition including the reconstruction or replacement of fences which are tilted more than ten (10) degrees from a vertical position.

Section 9. Garages. An enclosed garage able to accommodate at least two (2) automobiles must be constructed and maintained as such for each residence. All garage doors shall be equipped with a functioning automatic garage door opener. Garage doors directly facing a street will not be allowed unless they are of a decorative type approved by the ACC.

Section 10. Roofing and Pitch Requirements. The surface of roofs of principal and secondary structures, including garages and domestic living quarters, for all Lots shall be of slate, stone, concrete tile, clay tile, or other tile of a ceramic nature; or they may be pre-finished metal of a color approved by the Architectural Control Committee, using standing or battened seams. No white or shiny metal roofs shall be permitted. Unfinished metal roofs (such as copper) may be utilized with the written consent of the Architectural Control Committee. The Architectural Control Committee shall have the authority to approve other roof treatments and materials if, in its sole discretion, it determines that the form utilized will be harmonious with the surrounding homes and Subdivision as a whole. Skylights shall be installed so as not to be visible from the street adjoining the Lot on which the residence is constructed.

Sewer vent stacks, flues, turbine vents and other roof penetrations shall be located to the greatest extent possible on the rear slopes of roofs where not visible from an adjacent street. All such items projecting above the roof line shall be painted a color matching the roof material.

The Architectural Control Committee shall establish roofing criteria, and publish them in the Architectural Design Guidelines, which are directed to (a) generally improving the quality of materials used; (b) encouraging the use of colors in harmony with other structures in the Subdivision; and (c) establishing minimum pitch requirements.

Section 11. Masonry. The exterior walls of the main residence building constructed on any Lot shall be composed of masonry or masonry veneer for not less than eighty percent (80%), said percentage to apply to the aggregate area to all walls, inclusive of door, window and similar openings.

The exterior of all chimneys shall be one hundred percent (100%) masonry of a type and color matching that of the exterior walls of the residence. The Architectural Control Committee is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood. The builder of each residence and building shall, to the extent possible, minimize the amount of exposed foundation below the brick lug. No more than twelve inches (12") of concrete slab shall be exposed to view from any street, any such excess shall be concealed by an approved masonry or masonry veneer. As used herein, masonry or masonry veneer includes stucco, stone, rock, ceramic tile, clay, brick, and other materials approved by the Architectural Control Committee but shall not include concrete or concrete block. The Architectural Control Committee must approve the color of all masonry and all

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exterior portions of all buildings. Once approved, the color may not be changed or without approval of the Architectural Control Committee.

Notwithstanding the requirements of this Section, and in addition to variance power granted to the Architectural Control Committee hereinafter, the Committee is empowered to waive one or more requirements of this Section if in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and, in the opinion of the Committee, the resulting structure or appearance will not detract from the general appearance of the neighborhood.

Section 12. Landscaping, Tree Protection, and Screening. In connection with the initial construction of a residence, each Owner or his builder will furnish the Architectural Control Committee a detailed landscaping plan which shall comply with the requirements from time to time promulgated by the Architectural Control Committee. Any landscaping shown on the plan approved by the Architectural Control Committee, and all sodding as below required, must be fully installed on a Lot prior to its occupancy as a residence. Such plans shall be drawn to scale and shall include dimensions and distances, delineation of existing or proposed structures, pavement and other site features, and shall designate by name and location the plant material to be installed. The location, size and type of all existing trees which are to be saved shall also be clearly shown. After a landscaping plan has been approved and instituted, each Owner is required to submit to the Architectural Control Committee a written request for any change in the plan, each such Owner shall at all times maintain the minimum required vegetation, and each Owner shall be charged with the responsibility of replacing any vegetation which shall thereafter dies or is destroyed or removed. Each Owner shall make every effort to preserve significant natural vegetation. Appropriate procedures consistent with sound nursery practices shall be employed in all cases.

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In view of the major emphasis placed by Declarant and the Architectural Control Committee on landscaping, such Committee expressly reserves the right to require the landscape plan for each residence to include the planting of trees and other plants prior to first occupancy of a residence if in the opinion of the Committee such trees and plants are necessary to preserve the general landscaping goals and criteria for the subdivision as a whole. The Committee shall establish the minimum landscaping requirements in the Architectural Design Guidelines and may establish requirements which vary based on the minimum size requirements of the residence. Unless and until such time as the Committee shall establish and publish (in the Architectural Design Guidelines) any different requirements, the minimum, landscaping requirements for each Lot will include the following

materials which are hardy in South Texas, and have low or moderate water and maintenance requirements:

(a) Street trees to remain planted in the front and street side yards (Live Oak, Texas Red Oak, Cedar Elm, or Pecan) of a number and size according to the table below:

Minimum Required Street Trees

<u>Lot</u>	<u>Block</u>	<u>Number</u>	<u>Min. Ht.</u>	<u>Minimum Caliper</u>
1-5	6	2	18 ft.	6" and
		1	20 ft.	8"
1-31	10	2	18 ft.	6" and
		1	20 ft.	8"
1-3	7	3	20 ft.	8" and
		1	15 ft.	4"
1-4	8	3	20 ft.	8" and
		1	15 ft.	4"
1-22	9	3	20 ft.	8" and
		1	15 ft.	4"

(b) Three ornamental trees shall remain or be planted in the front and street side yards (Texas Mountain Laurel, Crepe Myrtle, Yaupon Holly, or Eldarica Pine) of at least 30 gallon size and 5' height.

For items (a) and (b) above, the ACC may allow alternate tree species, provided that such species are part of a landscape scheme which requires their use for effect (such as a tropical landscape) and said trees are of appropriate scale and proportion.

(c) Complete sodding with St. Augustine grass, or such other grass sod as approved by the ACC, is required in the front yard, and for corner lots, along the side yard adjacent to a street.

(d) Not less than 20 foundation shrubs of five gallon size and 30" height.

Foundation plants will be included in ground cover beds configured in shape and size that compliment the shape of the residences, flatwork, and trees. The foregoing requirements for trees, sodding, and landscaping shall be in effect in the event that for any reason whatsoever any varying requirements of the Architectural Design Guidelines shall be determined invalid.

All air conditioning units or other outdoor equipment shall be located where not in view of any street or fully screened by landscaping or fencing so as not to be in view of any street.

In addition to the variance powers of the Architectural Control Committee hereinafter set forth, the Committee shall have the right to grant a variance or waiver of the requirements of this section of the landscaping standards from time to time promulgated in such instances as it shall determine that such waiver is advisable in order to accommodate a unique, attractive or advanced landscaping concept, design or material and the resulting appearance, in the opinion of the Committee, will not detract from the general appearance of the neighborhood. No such variance or waiver shall be presumed and any such grant of variance or waiver shall be in writing.

Section 13. Guttering. Guttering shall not be required but all dwellings with guttering must be guttered with downspouts being so situated as to minimize adverse drainage consequences for adjoining Lots. All guttering shall be of a color and finish approved by the Architectural Control Committee. Shiny or unfinished metal guttering shall not be allowed.

Section 14. Windows, Doors, and Glass; Burglar Bars Prohibited. Windows shall be wood, vinyl or factory or job-finished painted metal windows, all of which shall be in a color approved by the Architectural Control Committee. No unfinished metal windows shall be used. The back of all window coverings shall be a neutral color. The design of windows may be double or single hung, casements or projecting, except that, as necessary, sliding windows may be single pane. All glass in exterior windows shall be of a color or tint and type approved by the Committee. No reflective glass is permitted. Wooden doors are encouraged but high quality metal doors, of an approved color, will be considered for approval except for garages where visible from a street. No burglar bars, which are visible from the street, will be installed on any windows, doors, or other openings of a dwelling or garage situated within the Subdivision without ACC approval.

Section 15. Siding. Subject to the limitations imposed by Section 11 above, wood siding may be used. All other siding materials, and all siding colors, must be approved by the Committee.

Section 16. Paint and Stain. The exterior colors of all improvements on a Lot, including any repainting of improvements, shall be subject to approval by the Architectural Control Committee.

Section 17. Exterior Lighting. Exterior light fixtures shall be provided at the front door of each residence to illuminate house address number; provided, however, that no light fixture or lantern of any type shall be placed in the front yard, or in the back yard if same is visible from any other portion of

the Properties or any streets, of any Lot until the same has been approved by the Committee.

Section 18. Burglar and Fire Alarms. Each residence constructed on a Lot within the Subdivision shall be pre-wired for a perimeter burglar alarm system covering all exterior doors, entries and windows and such type, number, and location of smoke detectors as stipulated by the ordinances and/or building codes of the City of Laredo then in effect.

Section 19. Signage. No signs of any kind shall be displayed to the public view on any Lot including, but not limited to, the displaying of any signs which advertise the Lot or improvements for sale or lease, except as expressly permitted herein or by the Architectural Control Committee. Each home offered for sale or for lease may be advertised by one front yard sign not larger than two feet by three feet (2' x 3'), not rising higher than five feet (5') above the ground. No sign shall indicate in any manner that a property is offered for sale or lease by reason of divorce, distress, foreclosure, bankruptcy or for any stated reason. The Committee specifically reserves the right to establish a separate set of sign standards and criteria for Unimproved Lots and to modify both such standards and criteria from time to time. Signs used by Declarant to advertise the Properties during the development, construction and sales period shall be permitted, irrespective of the foregoing. A single sign advertising an Open House, of the dimensions above stated, shall be permitted on a Lot provided the same shall remain in place no longer than 12 hours. In addition to the foregoing, political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than 90 days in advance of the election to which they pertain and are removed within 15 days after the election, and that the ACC shall have the right to regulate the number, size and type of such signs on Lots. All other signage is prohibited such as, but not limited to, signs advertising subcontractors, lenders, real estate companies, etc., and banners.

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Section 20. Temporary Structures and Facilities. Except as expressly provided herein, no structure of a temporary character (sales structure, trailer, tent, shack, garage, barn or other outbuildings) shall be used on any Lot at any time for storage or as a residence, either temporarily or permanently. No prefabricated dwelling or building previously constructed elsewhere may be placed or maintained on any Lot. No modular or mobile home, whether or not the wheels have been removed, may be placed or maintained on any Lot. All structures of a temporary character must be approved by the Architectural Control Committee.

Notwithstanding the foregoing provisions, Declarant reserves unto itself and Builder Members acting as such the exclusive right to erect, place, and maintain such facilities in or upon any portions of the Properties as Declarant in its sole discretion may determine to be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Each Builder Member may not, however, utilize more than one mobile trailer or similar vehicle as such a temporary facility, may use such as a sales or construction office only in support of sales and construction activities within The Estates of Winfield Planned Unit Development, and each such mobile trailer or similar vehicle shall be parked within a Lot owned by such Member, the location of which shall have been approved in advance by Declarant. In addition, each Owner shall have the right to erect, place, and maintain on his Lot such temporary facilities other than mobile trailers or similar vehicles as may be necessary or convenient for construction of a residence thereon and each Owner engaged in the construction of residences within the Properties for sale shall have the right to erect, place, and maintain temporary facilities for offices, storage, and accumulation of reasonable amounts of construction debris while so engaged in the construction of residences within the Properties.

Section 21. Outbuilding and Exterior Modifications. Every outbuilding, inclusive of such structures as a storage building, pool house, servants' quarters, greenhouse or workshop, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. The design, materials and location of all such buildings shall be subject to the prior written approval of the Committee.

Every proposed addition or exterior modification to any structure or improvement shall be subject to the terms of this Declaration and the plans and specifications for same shall be submitted to the Committee for approval.

Section 22. Animals. No sheep, goats, horses, cattle, swine, poultry, snakes, livestock, or other animals of any kind shall ever be raised, kept, bred, or harbored on any portion of the Properties, except that dogs, cats, or other common household pets (not to exceed a total of four (4) "adult animals", which term "adult animals," for the purposes of these covenants, is defined as animals which are one (1) year of age or older), may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided further that such common household pets shall at all times, except when they are confined within the boundaries of a private single-family residence or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a basket, cage, or other container, and shall be maintained in accordance with all applicable municipal and other laws.

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Section 23. Accumulation of Trash and Rubbish. Except as otherwise expressly provided in this Section, no trash, rubbish, garbage, manure, putrescible matter or debris of any kind shall be dumped or allowed to accumulate on any portion of the Properties. All rubbish, trash, or garbage shall be kept in sanitary refuse containers with tightly fitting lids, and, shall not be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day. All said containers stored outside be kept in an area of the Lot adequately screened by planting or fencing.

Reasonable amounts of construction materials and equipment may be stored upon a Lot by the Owner thereof for reasonable periods of time during the construction of improvements thereon provided that the same shall not be stored or kept within any drainage easement area.

Section 24. Utility Easements. Easements for installation and maintenance of utilities, cable television, and drainage facilities have been reserved as shown on the Subdivision Plat and/or as provided by instruments of record or to be recorded. Within these easements, if any, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility or private company is responsible. Neither Declarant, the Committee, the Association, nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, grass, streets, flowers, trees, landscape or other property of the owners situated on the land covered by said easements, except as may be required by State, County or Municipal statutes, ordinances, rules or regulations or by the Association or by custom and practice of such utility company.

Section 25. Drainage and Drainage Easements. Easements for drainage throughout the subdivision are identified and reserved as shown on the Subdivision Plat.

A. No Owner of any Lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and

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across such easements. More specifically, and without limitation, no Owner may:

(1) Alter, change or modify the existing natural vegetation or design of the drainage easements in a manner that changes the character of the design or original environment of such easements; or

(2) Alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Architectural Control Committee; or

(3) Construct, erect or install a fence or other structure of any type or nature within or upon such drainage easement; provided however, fences may be permitted in the event proper openings are incorporated therein to accommodate the natural flow of water over said easement; or

(4) Permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(5) Place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

A copy of the grading plan for the Properties is attached hereto as Exhibit "C". The original grading plan is maintained by Declarant at its offices. The Subdivision Plat may reflect that certain portions of the Subdivision are anticipated to accept surface water runoff from other properties. By acceptance of a deed to any Lot, each Owner covenants and agrees to ensure such Lot is graded and maintained in accordance with the grading plan, that the drainage of such Lot is maintained in accordance with the grading plan, and that his Lot is maintained to accept surface water runoff in accordance with the Subdivision Plat.

The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Architectural Control Committee and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Declaration shall in no way affect any other recorded easement in the Subdivision.

Section 26. Maintenance of Easements. By acceptance of a deed to any one or more Lots, the Owner thereof covenants and agrees to keep and maintain, in a neat and clean condition, any easement which may traverse any portion of said Lot or Lots,

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including, without limitation, by removing weeds, mowing grass and trimming shrubbery and trees, if any, within such area.

Section 27. Maintenance of Yards, Irrigation Systems, and Appearance of Lots. As used in this Section 27 only, the term "Lot" shall also mean, include, and extend to that area lying between any Lot line and a right of way, it being the intention of Declarant that maintenance responsibility of each Owner should extend to such areas.

The Owners of all Lots shall keep grass and vegetation well mown and trimmed, shall promptly remove all weeds as they grow and all trees, shrubs, vines and plants which die, and shall keep all yard areas in a sanitary, healthful, and attractive manner. Lawns, front and back, must be mowed at regular intervals, and never permitted to exceed six inches (6") in height. Fences must be repaired and maintained in an attractive manner. The front yard area of each improved Lot forward of the front wall line of the residence thereon, and the side yard area adjoining a street of each corner Lot, shall be kept regularly watered by a permanently installed, underground irrigation system which shall be equipped with an automatic timer and pop-up sprinkler heads or such other type and design as may be approved by the Architectural Control Committee. The ACC shall have the right to designate additional areas (such as between the Lot line and the right of way or between all required fences and the right of way) requiring an irrigation system and the prospective purchaser of each Lot is advised to determine such areas. All required sprinkler or irrigation systems shall be maintained in working order and shall be adjusted so as not to significantly spray onto adjacent Lots or into any right of way or common area.

No objectionable or unsightly usage of Lots, or condition on any Lot will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot. The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view from a street or Common Area shall construct and maintain an inner fence or other improvements to adequately screen from view of streets and Common Area any of the following: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. Trash, garbage or other waste materials shall be kept in a clean and sanitary condition.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing ten (10) days from date of a written

notice thereof deposited in the United States mails, Declarant, or the Association may, without liability to Owner or any occupants in trespass or otherwise, enter upon said Lot, cut or cause to be cut, such lawn, weeds and grass and remove or cause to be removed, such dead vegetation, garbage, trash and rubbish or do any other thing necessary to secure compliance with the terms of this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work, plus a reasonable administrative charge and reasonable attorney's fees. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due, and may be enforced in accordance with the provisions of hereof or otherwise as provided by law.

Until a Living Unit is built on a Lot, Declarant may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed therefrom. Declarant may also, at its option, remove any excess building materials or building refuse situated on a Lot in violation of this covenant. The Owner of such Lot shall be obligated to reimburse Declarant for the cost of any such maintenance or removal upon demand. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due, and may be enforced in accordance with the provisions of hereof or otherwise as provided by law.

Each Owner shall provide and maintain safe and adequate drainage within and across his Lot and no Owner shall construct or maintain any building, fence, walk, landscaping, or any condition which diverts, impedes, backs up, or prevents the drainage and flow of, surface water on, over, or across such Lot.

Each Owner shall be responsible for the maintenance of the Lot upon closing, and shall keep all portions thereof free of unusable building materials, debris, and rubbish during the construction period. Owner shall provide sanitary bathroom facilities to accommodate all contractors and subcontractors during the construction period. It is the goal of the Declaration and the Association to maintain the subdivision in a clean and respectable manner. If Owner reasonably violates this objective, it is Declarant's and/or the Association's option to initiate the cleanup or place facilities on the Lot necessary to maintain the referenced goal at the sole cost and expense of Owner, payable on demand, and secured by a lien on the Lot.

Section 28. Front Yards. Absent the express written waiver of the Architectural Control Committee, no more than thirty percent (30%) in area of the front yard area of any Lot, and no

more than twenty percent (20%) in area of the combined front and street side yard of a corner lot, may be covered by rock, concrete, or material other than landscaping. The "front yard area" shall be defined as that area of a Lot situated between the front Lot line and a line extending from the front of a residence to the side Lot lines.

Section 29. Sidewalks and Driveways. All sidewalks and driveways shall be pebble finish concrete, brick, or other hard surfaced material of a finish and composition approved by the Committee. Smooth finish concrete, asphalt paving and loose gravel driveways are prohibited. All driveway and curb cut locations must be shown on the Required Plans and shall require approval by the Committee. No more than one curb cut per Lot shall be permitted without approval of the Committee. Circular driveways are permitted where approved by the Committee but shall not be more than twenty feet (20') in width absent the express approval of the Committee. Builders and contractors are required to clean streets immediately after aggregate finished walks have been washed.

Section 30. Mail Boxes and Sidewalk Obstructions. No mail boxes or similar receptacles shall be erected or maintained on a Lot, without the prior written approval of the Committee, it being contemplated that there shall be central mail areas situated upon the Common Facilities or elsewhere as may be installed or directed by Declarant or the United States Postal Service.

Section 31. Outside Parking and Storage of Vehicles etc. No boat, trailer, tent, recreational vehicle, camping unit, wrecked, junked, inoperable, self propelled or towable vehicle, equipment or machinery of any sort shall be kept, parked, stored, or maintained in the driveway or front yard of any house, or on the exposed sideyard of any corner lot, or parked on any street within the Subdivision except in strict accordance with the exceptions herein provided. All such vehicles shall be kept, parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent lots, all Subdivision streets, and all Common Area. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted in any front yard, driveway, or within view of an adjacent street. No commercial vans or vehicles bearing commercial insignia or names, and no semi-tractors (with or without trailers) or trailers, shall be parked on any Lot or Subdivision street except solely for (a) a van owned by a resident which shall at all times be parked within an enclosed garage attached to the residence and with the garage doors closed; or (b) a commercial vehicle servicing a residence or Lot which shall only remain in the driveway or on the street for the minimum amount of time necessary to service the resident or Lot.

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No camper, boat, trailer, equipment, or machinery shall be parked in front of any residence for a period in excess of twenty-four (24) consecutive hours. No more than two automobiles, trucks, or vehicles shall be routinely parked or kept on a driveway or within the street in front of a residence. The Board of Directors is empowered to establish additional rules and regulations relating to the parking and storage of vehicles, equipment, and other property both on Lots and the Common Facilities (including subdivision streets) as it may from time-to-time deem necessary to ensure the preservation and appearance of the Subdivision as a first class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this section. During the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of such necessity only. No vehicles, trailers, implements or apparatus may be driven or parked on any easement or Common Area except for lawn mowing equipment while in use.

Section 32. House Numbering. House numbers identifying the address of each house must be placed as close as possible to the front entry and shall be illuminated to that the numbers can be easily read from the street at night. Size, color and material of the numbers must be compatible with the design and color of the house. House numbers shall not exceed six inches (6") in height.

Section 33. Lot Subdivision and Consolidation. No Lot may be subdivided except with the written consent of Declarant. Any Owner owning two or more adjoining Lots, or portions of two or more such Lots, may with the prior approval of the Architectural Control Committee consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residence and such other improvements as are permitted herein, provided, however, that the Lot resulting from such consolidation shall bear, and the Owner thereof shall be responsible for all assessments previously applicable to the Lots which are consolidated. When two Unimproved Lots being consolidated and improved by a single Living Unit, the Owner will be subject to assessment for both Lots, one at the rate for Improved Lots and one at the rate for Unimproved Lots.

Section 34. No Oil or Mining Development. No oil or natural gas drilling, oil or natural gas development or oil refining or quarrying, or mining operations, or excavation of minerals or materials for sale of any kind shall be permitted upon any portion of the Properties, nor shall oil, natural gas, or water wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in or within any portion of the Properties. No

derricks or other structures for use in the boring or drilling for oil, natural gas, minerals or water shall be erected, maintained or permitted upon, in or within any portion of the Properties. The foregoing prohibitions of this Section 34 shall govern every Owner and occupant of a Lot but Owners are advised that these covenants are not binding upon the owner of any mineral interest in the Properties.

Section 35. No Cesspools or Private Water Wells. No privy, cesspool, or septic tank, or private water well or water system, or part thereof shall be placed, installed, or maintained upon any Lot.

Section 36. Firearms, Projectiles, Fireworks and Weapons. The discharge of any firearm, including BB guns and pellet guns, within the subdivision or on adjacent lands owned in whole or in part by Declarant or located within The Estates of Winfield Planned Unit Development is strictly prohibited and each Owner shall ensure that his guests and family members do not violate such prohibition. Additionally, there is hereby prohibited the use of any bow and arrow, slingshot, or other launching or catapulting device except strictly within the confines of a Lot and not involving the hunting or killing of any animal. No fireworks (other than sparklers) of any type shall be used within the Properties or on adjacent or nearby lands owned by Declarant.

Section 37. Storage and Disposal of Hazardous Materials. No Owner or other person shall store, dump or dispose of any oil, gasoline, fuel, pesticide, fertilizer, household chemicals, or other hazardous or potentially hazardous materials on any Lot, whether or not owned by them, or on any of the Common Area. The sole exception to this requirement shall be the storage of such minimum amounts of oil or gasoline as an Owner may reasonably require for the maintenance of his vehicles or maintenance and operation of lawn equipment, but all such storage shall be limited to the garage and to appropriate, unbreakable containers.

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ARTICLE IX.

GOVERNMENTAL REQUIREMENTS

Section 1. Owner's Acknowledgment. Each Owner is responsible for ascertaining all governmental rules and regulations pertaining to the use of their Lots, especially during the construction period, and ensuring their compliance and the compliance of all contractors and subcontractors working thereon.

Section 2. Additional Obligations of Builders and Contractors. By acceptance of a deed to a Lot, or initiating construction of a residence or improvements to a Lot, each Builder Member and contractor assumes responsibility for

complying with all certifications, permitting, reporting, construction, and procedures required under all applicable governmental rules, regulations, and permits, including, but not limited to those promulgated or issued by the Environmental Protection Agency and related to Storm Water Discharges from Construction Sites (see Federal Register, Volume 57, No. 175, Pages 41176 et seq.). The foregoing reference is made for the benefit of builders and contractors and does not in way limit the terms and requirements of this covenant and the requirement that all Builder Members and contractors comply with all governmental regulations, and any plan required by such regulations such as a Storm Water Pollution Plan, affecting each Lot and construction site with which they are associated, including delivery to Declarant of a certification of understanding relating to any applicable NPDES permit prior to the start of construction. Each Builder Member and contractor, by acceptance of a deed to a Lot or undertaking the making of improvements to a Lot, holds harmless and indemnifies Declarant cost, loss, or damage occasioned by the failure to abide by any applicable governmental statute, rule, regulation or permit related to the Properties.

Section 3. Remedies of Declarant and the Association. By acceptance of a deed to a Lot, each Builder Member and Owner agrees that Declarant and the Association shall have the right to enter upon any Lot on which one or more conditions or activities prohibited by appropriate governmental authority is maintained, or on which there has been a failure to perform any act required by appropriate governmental authority, for the purpose of curing any such violation, provided that the Owner or Builder Member has been given five days prior written notice and has failed to remedy the complained of violation within such time, and each such Owner and Builder Member indemnifies and holds harmless Declarant and the Association from all cost and expense of such curative action and any cost or expense of penalty or fine levied by any governmental authority as a result of the act or failure to act of the Owner or Builder Member with respect to his Lot or the Properties. The foregoing remedy shall be cumulative of all other remedies for violations of provisions of these covenants.

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ARTICLE X.

AMENDMENT AND VARIANCE

This Declaration may be amended until January 1, 2010, by written instrument executed by the Owners of ninety percent (90%) or more of the residential lots subject to the jurisdiction of Winfield Community Association, upon recording of such written instrument in the Real Property Records of Webb County, Texas, provided that until such date no amendment hereto shall be effective unless approved and executed by Declarant. After January 1, 2010, this Declaration may be amended in like manner by ninety percent (90%) of the Owners of residential lots subject

to the jurisdiction of Winfield Community Association but the approval and joinder of Declarant shall not be required after said date. Notwithstanding the foregoing, Declarant shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, or removing any contradiction in the terms hereof.

In addition to the foregoing, for a period of five years from the date of recordation hereof, Declarant, without the necessity of joinder by any other party, shall have the right and power to make such amendments or additions to the terms hereof as may be necessary or appropriate to cause the terms hereof to conform to requirements of the FHA and/or VA to permit the issuance of mortgage loan guaranties by either or both of such agencies provided Declarant shall be under no obligation to make any such amendment.

The Architectural Control Committee shall have the right to grant a variance from the objective requirements hereof relative to minor deviations or infractions hereof or in such situations as it shall determine necessary to avoid an unduly harsh effect or expense of compliance with the terms hereof or to avoid any Lot, or significant portion thereof, from being unusable. Each request for variance must be in writing and must be specifically approved in writing. No presumption of approval of a request for variance shall arise with the mere passage of time or inaction on the request.

ARTICLE XI.

ENFORCEMENT

In addition to the remedies for enforcement provided for elsewhere in this Declaration or by law, the violation or attempted violation of the provisions of this Declaration, or any amendment hereto, or of any guidelines, rules, regulations, bylaws, or Articles of Incorporation herein referenced or permitted, by any Owner, his family, guests, lessees or licensees shall authorize Declarant or the Association (in the case of all of the following remedies) or any Owner [in the case of the remedies provided in (d), below], including Declarant, to avail itself of any one or more of the following remedies:

- (a) The imposition by the Association of a special charge not to exceed Fifty (\$50.00) Dollars per violation;
- (b) The suspension by the Association of rights to use any Association property for a period not to exceed thirty (30) days per violation, plus attorney's fees incurred by the Association with respect to the exercise of such remedy;

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(c) The right of Declarant or the Association to enter the Lot to cure or abate such violation through self help and to charge the expense thereof, if any, to such Owner, plus attorney's fees incurred by the Association with respect to the exercise of such remedy; or

(d) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to attorney's fees and court costs.

Before the Association may invoke the remedies of a special charge or suspension of privileges as set forth in Sections (a) and (b) above, it shall give written notice of such alleged violation to Owner, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Association's right to proceed with the special charge and/or suspension of privileges shall be absolute. Each day a violation continues after notice thereof has been given Owner shall be deemed a separate violation. Failure of the Association, the Declarant, or of any Owner to take any action upon any violation shall not be deemed a waiver of any right to take enforcement action thereafter or upon a subsequent violation. No Owner shall have the right to compel or require the filing of suit by Declarant or the Association.

All assessments, charges and costs imposed by the Association and unpaid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, said interest to be compounded monthly.

ARTICLE XII.

TITLES

The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

ARTICLE XIII.

INTERPRETATION

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

ARTICLE XIV.

OMISSIONS

If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

ARTICLE XV.

GENDER AND GRAMMAR

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

ARTICLE XVI.

ADDITIONAL INFORMATION

Architectural Design Guidelines for the subdivision, Rules and Regulations of the Association, and the other documents and information which may affect an Owner, prospective Owner, Builder Member, or contractor for improvements to a Lot are maintained at the offices of the Association and Declarant at the address shown below. Each Owner and prospective Owner is advised to carefully examine each of such documents in addition to these Restrictions to determine his rights and obligations.

Declarant and the Association are not responsible for the security of residents or residences. Although safety devices and regulations may from time to time be contracted or implemented, each resident is responsible for ensuring the security of his family, guests, and residence in whatever lawful means he desires to employ that does not violate these covenants. The Association and Declarant promote security measures and notwithstanding any other terms herein expressly or impliedly contained, the Architectural Control Committee may waive or vary any term hereof if in the opinion of the Committee the security of the applicant is sufficiently affected as to outweigh the purpose of the restriction as to which waiver is sought.

Each Owner is advised that the Association has heretofore issued its agreement to the City of Laredo (the City) to hold harmless the City, its officials, employees, and agents, from

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damages to the Association's private streets, curbs, esplanades, landscaping, entry/exit gate and structures, masonry walls, and other property occurring as a result of any act of simple negligence of the City, its officers, agents, and employees, and its utility contractors in the performance of any municipal or governmental function, including, but not limited to, the following: garbage and rubbish collection, police services, fire department services and water and sewer servicing, inspections and repairs. By acceptance of a deed to any Lot, each Owner likewise holds harmless the City, its utility contractors, and the Association from any damage to such Owner's property or property of the Association occurring as a result of any act of simple negligence of the City or its utility contractors or the Association, and their respective officers, agents, and employees in the performance of their respective functions, including, without limitation, any function requested or authorized by such Owner or the Association to be performed within the Subdivision.

EXECUTED effective this 26th day of November, 1993.

HENRY FLORES
COUNTY CLERK
FILED
93 NOV 30 AM 10:55
WEBB COUNTY, TEXAS
BY _____

DECLARANT

WINFIELD, LTD.

BY: KILLAM DEVELOPMENT CORPORATION,
General Partner

By: David Killam
David Killam, President

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STATE OF TEXAS

COUNTY OF WEBB

This instrument was acknowledged before me the 26th day of November, 1993, by David Killam, President of Killam Development Corporation, a Texas corporation, general partner of Winfield, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

Elia M. York
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Killam Development Corporation
P.O. Box 499
Laredo, Texas 78042
Attn. Mr. Arthur Zuniga

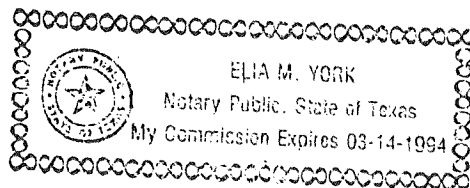


EXHIBIT "B"

<u>Lots</u>	<u>Block</u>	<u>Front</u>	<u>Side</u>	<u>Street Side</u>	<u>Rear</u>
1 and 5	6	30	10	20	25
2 - 4	6	30	10	N/A	25
1 and 3	7	30	15	20	25
2	7	30	15	N/A	25
1	8	30	15	20	25
2 and 3	8	30	15	N/A	25
4	8	30	15	25	25
1 - 22	9	30	15	N/A	25
1,5,14,30	10	25	10	20	25
2-4, 6-13, 15-29	10	25	10	N/A	25
31	10	25	10	15	25

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NOTE: Acc shall determine which side of corner lots is "Front", and which is "Street Side".

EXHIBIT "C"

EXHIBIT "C"
GRADING PLAN
(DRAFT)

530 - INDICATES ELEVATION
- INDICATES FLOW
DIRECTION

