

STATE OF TEXAS §

COUNTY OF WEBB §

Signed: CG
BY DEPUTY
MARGIE RAMIREZ TEARRA
COUNTY CLERK
Fees \$112.00

DECLARATION AND COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
THE RESERVE ESTATES SUBDIVISION

INTRODUCTION AND DECLARATION.

WHEREAS, XI PROPERTIES, INC., a Texas Corporation, hereinafter called "Developer", are the owners of a tract of land which has been divided and platted as THE RESERVE ESTATES SUBDIVISION, a map or plat of said THE RESERVE ESTATES SUBDIVISION, to be filed of record in the Plat Records of Webb County, Texas.

WHEREAS, it was and now is deemed to be in the best interest of said owners, and all of the persons, corporations or other entities who might purchase property described and covered by the above mentioned plat and maps, that there be established and maintained a uniform plan for the improvements and development of the lots covered hereby as a restricted and model subdivision; and,

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in said subdivision and for the maintenance of certain equipment and other common properties, as may be added, and further desires to subject to real property described herein, together with such additions as hereafter may be made thereto as provided in Article I, Section 2, 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 owner thereof.

WHEREAS, these restrictions hereinafter set out shall, as a supplement to the Plantation Declaration of Covenants, Conditions and Restrictions, filed of record in Volume 1111, pages 634-657, Real Property Records of Webb County, Texas, and any other supplements thereto apply to THE RESERVE ESTATES SUBDIVISION, a subdivision in Webb County, Texas, a Plat of which is recorded as aforesaid.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the following covenants, conditions and restrictions which shall be taken and deemed as covenants to run with the land, shall be binding upon all parties acquiring primary and subsequent ownership of any lot or track of land in said subdivision. If any person or entity acquiring land, either as primary or subsequent purchasers, shall violate or attempt to violate any of the covenants herein, it shall be lawful for XI PROPERTIES, INC., or Homeowner's of the Plantation, Inc., herein called "Homeowner's Association" or "Association", or any person or persons, or legal entity owning any real property situated in the above referred to subdivision to prosecute any proceedings at law, against the person or entity, violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages and/or pursue other remedies for such violations.

Furthermore, the Developer has deemed it desirable for the efficient preservation of the values and amenities in said subdivision to abide by and be subject to the by laws of the Plantation Home Owners Association including its Declarations, an entity to which the common properties, as may be added, may be conveyed and transferred and to which will be delegated and assigned the powers of maintaining and administering these common properties and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created. For that purpose, there has heretofore been created a non-profit corporation known as "The Homeowners of the Plantation, Inc." which this subdivision will be a part of. The non-profit corporation was formed to provide for the efficient preservation of values and amenities in this subdivision and the other subdivisions which are part of The Homeowner's of the Plantation, Inc., and to provide an entity to which the common properties may be conveyed and transferred and to which has been delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions for this and other subdivisions and for collecting, disbursing and administering the assessments and other charges created; and

To further the general purposes herein expressed, the Developer; for itself, its successors and assigns, hereby declares that the real property hereinafter described in Article I, Section I, as "existing properties", and such additions to the existing properties as hereafter may be made pursuant to the provisions of Article I, Section 2, hereof, of which THE RESERVE ESTATES SUBDIVISION, is a part of whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth. The provisions of this Declarations are intended to create mutual equitable servitudes upon each lot becoming subject to this Declaration in favor of each

and all other such lots; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such lots becoming subject to this Declaration, and the respective owners of such lots, present and future.

ARTICLE I

EXISTING PROPERTIES - ADDITIONS THERETO - MERGERS:

SECTION 1. EXISTING PROPERTIES. The real property which is and shall be held transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Laredo, Webb County, Texas, and more particularly described as THE RESERVE ESTATES SUBDIVISION, a map or plat of said subdivision filed of record in the Plat Records of Webb County, Texas.

SECTION 2. ADDITIONS TO EXISTING PROPERTIES. The Developer may obtain the right to acquire additional acreage in the area of this subdivision and the Plantation Subdivision in Webb County, Texas. The Developer, its successors and assigns, in accordance with Developer's General Plan of Development for the subdivision, shall have the right to bring within the scheme of this Declaration in future stages of development any part of all of said lands which are not included in the Existing Properties being THE RESERVE ESTATES SUBDIVISION, and those properties already a part of the Homeowners of the Plantation. The additions authorized under this, and Article I, Section 3, may be made by filing of record a Supplemental Declaration of covenants and restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Any Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of use of the added property, as are not inconsistent with the scheme of this Declaration. Any such additional property, when made subject to the scheme of this Declaration, will become subject to assessment for its just share of Association expenses in accordance with the scheme of this Declaration. In no event shall any such supplementary declaration revoke, modify or add to the covenants established by this Declaration with respect to the existing properties in any manner which would substantially alter the scheme of this Declaration, except as hereinafter provided.

SECTION 3. OTHER ADDITIONS. The developer reserves the right to

bring within the scheme of this Declaration any additional lands which are contiguous or adjacent to or within the immediate vicinity of the lands referred to in Article I, Section 1 and Section 2 and which now are or hereafter may be owned by Developer and subjected to the scheme of this Declaration.

SECTION 4. MERGERS. In the event of a merger or consolidation of the Association with another association as authorized by its Articles of Incorporation, its properties, rights and obligations may be transferred to another surviving or consolidated association. Alternatively, if the Association is the surviving corporation in a merger or consolidation, it may administer the covenants and restrictions established by this Declaration within the Existing Properties together with the covenants and restrictions established upon any other properties, as one scheme. However, no such merger or consolidation shall effect any revocation, change or addition to the covenants established by this Declaration with respect to the Existing Properties or any Supplemental Declaration with respect to any additions thereto, except as hereinafter provided.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE (A.C.C.)

SECTION 1. COMMITTEE MEMBERSHIP.

There has been created The Architectural Control Committee who is composed of three persons selected by the Homeowner's Association of THE PLANTATION. One such member shall be selected as chairman, and who by a majority vote may designate a representative or representatives to act for them (the term "Architectural Control Committee" as used herein shall refer to the individuals named above, their assignee as permitted herein, or the Committee's designated representative(s)). In the event of death or resignation of any member or members, the Association may appoint a successor member or members, and such successor member or members shall have full right, authority and power to carry out the functions of the Architectural Control Committee as provided herein, or to designate a representative with like right, authority and power.

SECTION 2. APPROVAL OF PLANS. No building, structure, fence, wall, swimming pool or other improvements may be commenced, erected, altered, construed,

placed or maintained upon the existing Properties, nor shall any exterior addition or addition to or change or alteration be made until all detailed plans and specifications have been submitted, in duplicate, to and approved, in writing, by the Architectural Control Committee. Said plans and specifications will be receipted for by the Committee and the date of receipt indicated thereon, which date will be used as the commencement of the Thirty (30) day period set out in Paragraph 2.2 below. The Architectural Control Committee will review the plans and specifications for compliance with; minimum structural and mechanical standards and/or such other standards as may be adopted by the Architectural Control Committee; location and situation on the lot; materials requirement for the subdivision, including but not limited to, fence, roof and exterior construction materials; harmony of external design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks and topography (including the orientation of the front and rear of any building or structure with respect to the lot lines; drainage solutions; and landscape plants, including elevation changes, irrigation and watering systems, and vegetation and ground cover).

2.1. The submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials to be incorporated into, and location of the proposed improvements or alterations thereto, landscape plans and specifications and drainage plans to address drainage caused by structural and landscaping improvements.

2.2. In the event said Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the said plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with; provided, however, that the failure of the Architectural Control Committee to approve or disapprove such plans and specifications within such thirty (30) day period shall not operate to permit any structure to be commenced, erected, placed, constructed or maintained on any Lot in the existing Properties in a manner inconsistent with any provision of this Declaration.

2.3. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration, or repair of any improvement on any Lot. It also shall have the right to specify requirements for each Lot as follows: minimum setbacks; the location, height, and extent of fences, walls, or other screening devices; and the orientation of the residential structure with respect to garage access and mayor entry and frontage, landscaping

plans, and all drainage plans.

2.4. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction or architectural design requirements or that might not be compatible, in the sole discretion of the Architectural Control Committee, with the design or overall character and aesthetics of the existing Properties, also to include the construction of mailboxes.

2.5. The Architectural Control Committee will be entitled, at any time and from time to time, associate, employ or obtain professional advice and counsel, from, including but not limited to architects, attorneys, designers, engineers and landscape technicians in connection with the performance of its duties and review of the plans and specifications to be submitted. The Association may, to recoup these expenses, charge a fee to any and all applicants seeking review and approval of their plans and specifications. At the time of purchase of a lot within this Subdivision, Owner will pay THREE HUNDRED AND NO/100 (\$300.00) DOLLARS to Architectural Control Committee for the future review and approval of the plans required by this Section. At the time Owner submits the plans required by this Section for approval by the Architectural Control Committee, Owner will be reimbursed ONE HUNDRED FIFTY AND NO/100 (\$150.00) of this fee.

2.6. The Developer and/or the Association may require any Owner to restore such Owner's improvements or alteration to the condition existing prior to the construction thereof, (including but not limited to the demolition and removal of any unapproved improvement), if such improvements or alterations were commenced or constructed in violation of these Covenants. A material violation of the Covenants shall be deemed to have occurred if no prior express written approval of the Architectural Control Committee has been obtained where it was originally required even if hindsight reveals that the actual plans and specifications would have been approved had they been properly and timely submitted.

2.7. Neither Developer, the Association, the Architectural Control Committee, nor the Board, or any of their officers, directors, managers, members, employees and agents will be liable in damages nor any other form, to anyone submitting plans and specifications to any of them for approval or to any Owner of property affected by these Restrictions for any reason, including, but not limited to, mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. No approval of any plans, specifications or any other item required by

these Covenants for construction shall be construed as representing, or implying that such plans, specifications or approved items, will if followed, result in properly designed improvements and/or improvements built in a good and workmanlike manner. Plans and specifications are not reviewed or approved for engineering or structural design or technical quality of materials. By approving the plans and specifications, neither the Developer, the Association nor the Architectural Control Committee assumes liability or responsibility therefore nor for any defect in any structure or improvement constructed from such plans and specifications. Every person or entity who submits plans and specifications and every Owner of each and every lot agrees that no action or suit will be brought against Developer, the Association or the Architectural Control Committee or officers, directors, managers, members, employees and agents of any of them to recover any damages and hereby releases, remises and quits all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general releases does not extend to claims, demands and causes of action not known at the time the release is given.

2.8. The Architectural Control Committee will have the power to grant variances, waivers, tolerances or modification of the standards set forth within the Covenants under circumstances and conditions, deemed, in the Committee's sole unlimited discretion, reasonable, appropriate and prudent.

SECTION 3. MINIMUM CONSTRUCTION STANDARDS.

The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards and specifications, which shall constitute guidelines only and shall not be binding upon the Architectural Control Committee or in any manner determinative of the approval or disapproval by such Committee of submitted plans and specifications. As a minimum, compliance with the Southern Building Code or such other code as adopted by the City of Laredo, Texas, will be required. Nothing contained herein shall prevent the Architectural Control Committee from revising or adding to the requirements set out herein.

SECTION 4. CONSTRUCTION REQUIREMENTS.

(a) Only new construction materials shall be used and utilized in constructing any structures situated on a Lot, unless the Architectural Control Committee shall expressly approve in writing the proposed use of other construction materials. All residential structures shall have not less than 70% brick, stone, or

concrete block with a minimum of one-fourth (1/4th) inch stucco cover construction, or the equivalent at the discretion of the Architectural Control Committee, on the exterior wall area.

(b) All exterior construction of the primary residential structure, garage, porches, driveways, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings, and doors completed and covered by paint, wall paper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than One (1) year following the commencement of construction, or Thirty (30) days after occupancy, whichever is sooner. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(c) The Developers reserve the option to repurchase any Lot covered by these Restrictions, Covenants and Conditions, for the original purchase price paid to Developer, if construction of a residence has not commenced within Twenty-Four (24) months from closing of said original purchase and sale. This option shall be subordinate to a purchase money lien. However, foreclosure by the purchase money lender will not terminate this option. If said option is exercised by Developer, the owner of such lot shall be obligated to sell and convey such lot to the Developer as provided herein, free and clear of liens and encumbrances created against such lot by Purchaser, their successors, or assigns.

(d) No window or wall type air conditioners shall be permitted to be used, placed or maintained on or in any building in any part of the Properties.

(e) Before any landscaping shall be done on any Lot, the landscape layout and plans must be first approved by the Architectural Control Committee. A minimum of Twenty (20%) Percent of the original lot cost shall be expended on landscaping and sprinkling system within Ninety (90) days after completion of a residency, or within thirty (30) days after occupancy, whichever is sooner. Landscaping shall include, at a minimum, the sodding of the entire front yard area, and sprigging of the entire side and back yard areas with non-native grass and various trees and shrubs. The Architectural Control committee may promulgate additional rules governing percent of area to be landscaped, type of plants and trees, amount to be expended, and other such requirements.

(f) Electronic antennas or similar devices larger than Eighteen (18")

Inches of any type may be erected, constructed, placed or permitted to remain on any of the Lots, residences or other permitted buildings constructed in The Subdivision after the approval by the Architectural Control Committee subject to the following guidelines:

1. Prior to the installation of new satellite dishes, the homeowner must first provide The Architectural Control Committee with a description of the area where the dish is to be installed, the overall dimensions of the dish, and a site plan of the property.
2. Satellite dishes larger than Eighteen (18") Inches and/or antennas are not permitted to be mounted on the roof of any home.
3. The center of the dish is to be mounted not higher than Six (6') Feet above the ground.
4. Satellite dishes must be placed in an area which is not offensive to the view of surrounding neighbors and/or greenbelts. They must have adequate landscaping to soften their appearance.
5. Satellite dishes must be approved in writing by The Architectural Control Committee for The Plantation Homeowner's Association.

SECTION 5. SIZE OF RESIDENCES. No residential structure erected on any Lot shall have more than two and one-half (2-1/2) stories, nor exceed Thirty-Five (35') Feet in height. No residential structure with an exterior area of less than the applicable minimum of square feet set forth below, exclusive of the area of attached garages, porches, servant's quarters, or other appurtenances or appendages, shall be erected on any Lot:

Minimum Living Area
(Air Conditioned)
(in square feet)

3,000 Square Feet

The ground floor area of the residence of more than one story shall be not less than One Thousand Five Hundred (1,500) square feet.

SECTION 6. BUILDING LOCATIONS. Structures shall be located on Lots that conform to the setbacks shown on the subdivision plat and as applicable to the access easement shown on the plat. Developer has created a specific drainage plan for the Subdivision. No structure or other improvement may be located on any lot, which will affect the drainage plan or change the drainage scheme of any lot. Each owner is responsible for determining and submitting for approval, the drainage plan for their lot. Each Owner will be responsible for repairing, replacing or restoring any change made which affects the drainage plan for this subdivision.

SECTION 7. WALLS, FENCES ROOFS, SIDEWALKS, HEDGES AND MAILBOXES.

- (a) No walls or fences shall be erected or maintained nearer to the front Lot line than the walls of the dwelling situated on such Lot which are nearest to such front Lot line, unless otherwise approved in writing by the Architectural Control Committee. All side or rear fence and walls shall be Six (6') Feet in height, unless otherwise approved in writing by the Architectural Control Committee. All fences facing any street, side or front, must match the facade of the residence.
- (b) All fences must be iron or masonry materials and to the extent that any other portion of these lots faces a street, side or front, the fence for such lot must comply with Section 7(a).
- (c) Sidewalks must be placed in accordance with requirements of the City of Laredo at the time builder pours driveway for construction of residence.
- (d) Roof materials for homes may only be clay, concrete tile or metal. However, flat roofs must be hidden by parapet type designs so that the roof is not visible.
- (e) All visible areas of the home, including the roof, walls, mailboxes and

property walls shall consist of earth colors.

(f) Mail box construction shall have not less than 70% brick, stone, or concrete block with a minimum of one-fourth (1/4th) inch stucco, to cover construction, or the equivalent at the discretion of the Architectural Control Committee. The Mailboxes shall match the façade of its respective residence. Mailboxes shall be erected nearer to the front Lot line as possible so as not to interfere with sidewalk traffic or violate and City or other governmental ordinance.

(g) A concrete/block wall has been constructed by the Developer along the perimeter and within the Subdivision. No fence of any kind may be constructed upon the wall built by the Developer, and such wall may not be used as a support for the construction of any kind of fence. No representation of any kind is made regarding quality or fitness for any purpose, of the wall built by the Developer. Any Owner who constructs a fence or any other kind of improvement or landscaping abutting the wall, is at all times, responsible for any and all damage to the wall or its foundation and shall, at their sole cost and expense, upon demand by the Developer or the Association, repair or replace any damage to the portions of the wall or its foundation along their lot caused by any construction or activity of such Owner. Each lot Owner is responsible for engineering the landscape drainage for the lot to prevent damage to the wall or its foundation.

SECTION 8. SCREENING OF BOXES AND TRANSFORMERS.

The Lot owner shall cause to be planted or installed, and thereafter maintained, shrubbery or other screening devices around boxes, transformers and other above-ground utility equipment situated on or near lots and/or which, in the discretion of the Board of Trustees of the Association, shall be screened from view to preserve the aesthetics of the Properties. There is hereby reserved in favor of the Association the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices. Each Lot owner must provide reasonable access to such equipment for repair or replacement by the appropriate utility company.

ARTICLE III

BUILDING AND USE RESTRICTIONS

SECTION 1. RESIDENCE BUILDINGS AND GARAGES.

No building or other structure shall be built, placed, constructed reconstructed, or altered on any Lot other than a single family residence, with appurtenances incident to single family use, including, without limitation, bona fide servants' quarters, and no structure shall be occupied or used until the exterior construction thereof is completed. Each single family residence situated on a Lot shall have an enclosed, attached or detached garage for not less than Two (2) automobiles, nor more than Four (4) automobiles, equipped with automatic garage door opening devices. Provided however, that any detached garage must be built at the time of the initial construction of the residence and of the same construction materials as the residence. No such detached garage shall have more than Two (2) stories. No carport shall be built, placed, constructed or reconstructed on any Lot. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles, All Owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them.

SECTION 2. SINGLE FAMILY RESIDENTIAL USE. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner or his tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments, garage apartments or other apartment use. No Lot shall be occupied for any business, commercial, trade or professional purpose, either apart from or in connection with the use thereof as a private residence whether for profit or not.

SECTION 3. TEMPORARY AND OTHER STRUCTURES. No structure of a temporary character, trailer, mobile, modular or prefabricated home, tent, shack, barn, or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently and no residence house, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location.

SECTION 4. NUISANCE. No noxious or offensive activity shall be carried on or permitted upon any Lot or upon the Common properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. The Developer and/or the Board of Trustees of the Association

shall have the sole and exclusive discretion to determine what constitutes a nuisance or any annoyance. No trucks larger than three quarters of a ton, motor vehicles not currently licensed, boats, trailers, campers, motor or mobile homes or other vehicles shall be permitted to be parked on any Lot, except in an enclosed garage, or on any street, except that passenger cars and trucks smaller than three-quarters of a ton may be parked on the street in front of the Lot for a period not to exceed twelve (12) hours in any twenty-four (24) hour period. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or other portion of the Common Properties. The use or discharge of firearms, firecrackers, or other fireworks in the Properties is prohibited.

SECTION 5. SIGNS Except for signs, billboards or other advertising devices displayed by Developer for so long as Developer or any successors or assigns of Developer to whom the rights of Developer under this Section 5 are expressly transferred, shall own any portion of the Properties, no sign of any kind shall be displayed to the public view on any Lot or the Common Properties, except:

- (a) Builders may display one (1) sign of not more than five (5) square feet on a Lot to advertise the Lot and any residential structure situated thereon for sale during the sales and/or construction period; and
- (b) Any Owner may display one (1) sign of not more than six (6) square feet on a Lot improved with a residential structure to advertise the Lot and residence for sale or rent.

SECTION 6. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on any common Properties, except that dogs, cats, or other common household pets (not to exceed Three (3) adult animals) may be kept, but they shall not be bred or kept for commercial purposes. Any such pet or pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the subdivision upon seven (7) days written notice from the Developer or Homeowners' Association, No such pets may be allowed to run unattended.

SECTION 7. REMOVAL OF DIRT. The digging of dirt or the removal of any dirt from any Lot or from any portion of the Common Properties is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

SECTION 8. SITE MAINTENANCE, GARBAGE AND TRASH

STORAGE AND DISPOSAL. Lot Owners are responsible for keeping construction sites and any easement abutting their lot free and clear of rubbish on a daily basis. Lot owners will not be allowed to store any excavation of soil, or construction materials or debris on streets, the access easement or adjacent sites. Soil runoff due to rain or irrigation will be removed promptly from streets, private access easement and sidewalks by Lot Owner. Prior to commencement of construction, a Six (6') Foot high fence must be erected around the perimeter of the construction site adequate to contain debris and construction waste and additionally an adequate trash receptacle will be provided on the site. No lot will be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements to be erected on any lot may be placed on such lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as construction progresses without unreasonable delay until completion of the improvements, after which these materials will be removed from the lot.

No lot or any part of the common properties nor any part of the private access easement will be used or maintained as a dumping ground for garbage, trash, junk or other waste matter.

All trash, garbage or waste matter will be kept in adequate containers with tightly fitting lids. The containers will be maintained in a clean and sanitary condition and screened from public view.

SECTION 9. COMBINING LOTS. Any person owning two or more adjoining Lots may, with the prior approval of the Association consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon (the plans and specifications therefore being approved as herein above set forth) and such other improvements as are permitted herein. Any replatting requirements shall be the sole responsibility of the Lot Owner. Lots may not be further subdivided nor may the boundaries of lots be relocated.

SECTION 10. LOT MAINTENANCE. Each lot Owner is responsible for the appearance and condition of such Owner's lot. The Owners or occupants of all Lots shall at all times keep all lawns and grass thereon cut in a sanitary, healthful and attractive manner, and shall immediately remove dead plants, and shall in no event use any Lot for storage of materials and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything on the lot. The drying of

clothes in public view is prohibited and the Owners or occupants of any Lots at the intersection of streets where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family.

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 after ten (10) days written notice thereof, Developer or the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut any weeds and grass and remove or cause to be removed such garbage, trash and rubbish or any other thing necessary to secure compliance with this Declaration in order to place said Lot in a neat, attractive, healthful and sanitary condition, and may assess the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot to pay such statement immediately upon receipt thereof. Each such assessment, together with interest thereon at the rate of Fifteen (15%) Percent per annum and reasonable costs of collection shall be a charge and continuing payment and performance lien upon such Lot, as well as continuing personal obligation of the Owner of such Lot at the time of such assessment. The lien securing such assessment shall be second, subordinate and inferior to all liens, present and future, given granted and created by or at the instance or request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or improvement of any such Lot. Alternatively, enforcement of this Section may be sought as provided by this Declaration or the laws of the State of Texas.

SECTION 11. USE OF ROADWAY. There shall be no parking or obstruction of any part of any roadway median, cul-de-sac, median, which is intended to remain unobstructed for the reasonable use and enjoyment thereof, whether dedicated to the public or not. Except as may be herein permitted, no Member shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure, or improvements or store any of his personal property on any such roadway median, cul-de-sac, median or any part thereof without the written consent of the Association first obtained. The Association shall have the right to remove anything placed thereon in violation of the provisions of this Section and to recover the cost of such removal from the Owner responsible.

SECTION 12. EASEMENTS. Easements for the installation and

maintenance of utilities, access, drainage facilities, and avigation purposes are reserved as shown on the recorded subdivision plat and as provided by this Declaration. Each lot owner will be responsible for determining the specific location of all such utility, access, drainage and avigation easements. Each lot owner will comply with and be subject to the Avigation Easement as described and shown in the plat of this subdivision and the requirements of the City of Laredo Ordinance regarding construction within such easement. Each lot owner will have the responsibility of determining the specific location of all easements and utilities. No owner will erect any obstructions or permanent improvements of any kind within any easement area which would restrict or adversely affect drainage or access, nor violate the conditions of any Avigation Easement and any Avigation Easement requirements of the City of Laredo. Each owner assumes full, complete and exclusive liability and responsibility for all costs and expenses related to damage, repair, relocation and improvements on any easement.

SECTION 13. EARTHEN DRAINAGE CHANNEL. Any created or existing earthen drainage channel that is part of this Subdivision will be conveyed to the Homeowner's of the Plantation, Inc. The Homeowner's Association will be responsible for the Maintenance, operation, and insurance of the Earthen Drainage Channel, including cleaning or grading. The Association will, at all times, be responsible for maintaining the Earthen Channel in a sanitary and healthful manner. The Association will maintain grass, weeds, trees or vegetation to a height of not more than six (6") inches above the surface of the ground within the Earthen Drainage Channel and will maintain the channel in conformity with all rules and regulations that may be established by the City of Laredo.

SECTION 14. DAMAGE TO PROPERTIES. Each lot Owner will be liable to the Association for any damage to any portion of the common properties caused by the negligence or willful misconduct of the lot Owner or his family or guests.

ARTICLE IV USE AND MAINTENANCE OF PRIVATE ROADWAY AND PRIVATE ACCESS

SECTION 1. Developer has created, as part of The Reserve Estates Subdivision, a private, exclusive Fifty Foot (50') wide roadway and private access to the Subdivision to serve the owners of the lots within the Subdivision. These are not dedicated for public use. The private access and drive are provided for the exclusive, free, continuous uninterrupted, perpetual use, right and privilege and

easement to and from the Subdivision for the Owners of lots within the Subdivision.

SECTION 2. The Private roadway and access will be used with due regard for the rights of all parties who may use the private roadway and Subdivision access. Each lot Owner will be responsible for keeping the private roadway and access free of obstacles or obstruction which would prevent or hinder the free passage by pedestrian or vehicular traffic within or across the private roadway and access. No obstruction of any part of the private roadway or access is permitted. No one is permitted to, nor will, plant, place fix or install any vegetation, hedge, tree, shrub or construct any fence, wall, structure or improvement on any part of the private driveway or access, except where specifically provided for the Developer. The Association, the Developer or any lot Owner within the Subdivision will have the right to enforce the provisions of this section and/or remove anything placed on the private roadway or access in violation of these provision and to recover the cost of such enforcement, including attorney's fees, from the Owner responsible. If the cost of such removal is not paid within Thirty (30) days of mailing, interest at the rate of Fifteen (15%) Percent per annum will begin to accrue on such cost. Such cost, interest and expense of collection or enforcement, including attorney's fees and court costs, will be charge and continuing lien against the lot of the Owner responsible.

SECTION 3. The Association will be responsible for the maintenance, operation and insurance of the private roadway and access, including the cleaning, replacing, repairing and resurface of the private roadway and access.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. MEMBERSHIP. There shall be two (2) classes of membership, Class A and Class B.

SECTION 2. CLASS A MEMBERSHIP. Every person or entity, except the Developer, who becomes an Owner of any Lot or Living Unit subject to the provisions of this Declaration and which is subject to assessment by the Association automatically shall be a member of the Association by acceptance of a Deed of Conveyance, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

SECTION 3. CLASS B MEMBERSHIP. The Developer shall be a Class B Member.

SECTION 4. VOTING RIGHTS. The Association shall have two classes of Members who shall be the persons or entities as provided in Article V, Section 1. And 2. Each Class A member shall be entitled to one vote for each Lot in which he holds the interest required for membership. When more than one person holds such interest, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such Lot. The Class B Member shall be entitled to three (3) votes for each Lot owned by the Developer.

ARTICLE VI COVENANT FOR ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION WITH RESPECT TO ASSESSMENTS. The Developer, for each Lot within the properties subjected to the provisions of this Declaration, hereby covenants and each owner of any such Lot, by acceptance of a deed therefore or contract for the purchase thereof (whether or not it shall be so expressed in any such deed or contract), shall be deemed to covenant for himself, his heirs, representatives, successors and assigns to pay to the Association an annual assessment. All such assessments, together with interest thereon and cost of collection thereof, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land when such lien is perfected as provided in this Article. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment fell due.

SECTION 2. PURPOSE OF ASSESSMENTS – ANNUAL ASSESSMENTS. The annual assessment levied by the Association will be used for the purpose of promoting the recreation, health, safety and welfare of the Members, for the improvement and maintenance of the Common Properties and as applicable for the improvement and maintenance of the private roadway and to provide services and facilities related to all or any of the foregoing matters, and of the Members, including but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the Common Properties and the repair, replacement and additions to the Common

Properties, payment for any services provided to Members with respect to the foregoing matters, and for the cost of labor, equipment, materials, management and supervision thereof. Assessments will be used for administration, management and associated costs of the Architectural Control Committee and those costs provided or herein. The Board of Directors of the Association may permit the annual assessment to be paid on an annual, semi-annual, quarterly or monthly basis.

**SECTION 3. AMOUNT OF ASSESSMENTS, CHANGE IN
AMOUNT AND DATE OF COMMENCEMENT.**

(a) The maximum regular annual assessment for the calendar year ending December 31, 2004, shall be THREE HUNDRED TWENTY-FIVE AND NO/100 (\$325.00) DOLLARS per lot.

In addition, the Owners of Lots within the Subdivision will pay an additional assessment of ONE HUNDRED SEVENTY-FIVE AND NO/100 (\$175.00) DOLLARS, to be retained and used exclusively for the maintenance, insurance, cleaning, repair or replacement of the private roadway and access.

(b) The annual assessment for any year commencing after December 31, 2004, may be increased to an amount greater than permitted by sub-section (a) of this Section 3, only by an affirmative vote of three-quarters (75%) of the vote of the members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) Except as otherwise provided, the Board of Directors of the Association (the "Board"), may fix the annual assessment at an amount not in excess of the maximum amounts set forth in this Section 3.

(d) A notice of any annual assessment increase will be provided to all members of the Association Sixty (60) days prior to such increase in the assessment. The notice will specify the reason for the increase.

(e) Assessments will become due December 1st of each calendar year and will be considered delinquent February 1st of the following calendar year.

**SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL
IMPROVEMENTS.** In addition to the annual authorized in by this Article, the Association may levy, in any assessment year, a special assessment, applicable to

that year only, and not in excess of three times the then current annual assessment, for the purpose of defraying, in whole or in part, the cost of construction, improvement, reconstruction, repair or replacement of a capital improvement upon the existing common area, including fixtures and personal property related thereto. Provided that any such assessment is related solely to a capital improvement upon the existing common area will have the assent of three-fourths (75%) of the votes of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for that purpose.

SECTION 5. SPECIAL ASSESSMENT FOR PRIVATE ROADWAY AND ACCESS. The cost of construction, improvement, cleaning, repair or replacement of the Private Roadway and Access will be the absolute and sole obligation of the Lot Owners within this Subdivision.

In addition, to the annual assessment and special assessments for capital improvements authorized by Section 3 and 4 of this Article, the Association may levy, in any assessment year, a special assessment, applicable only to the Owners within the Subdivision, not in excess of four times the then current annual assessment, including the special assessment, for the purpose of defraying the cost of construction, improvement, repair or replacement of the private roadway and/or access.

SECTION 6. EFFECT OF NONPAYMENT OF ASSESSMENT; THE LIEN; PERSONAL OBLIGATION OF THE OWNER. If any assessment is not paid by the date such assessment becomes delinquent, the Association may file against the delinquent property with the Recorder of Deeds an appropriate instrument setting forth such delinquency. Such assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the owner, his heirs, representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

SECTION 7. INTEREST, REMEDIES OF THE ASSOCIATION. Delinquent assessments shall bear interest at the rate of Fifteen (15%) Percent per annum from the date of delinquency. The Association may bring either an action at law against the person personally obligated to pay the same, or to foreclose the lien against the property and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a

judgment is obtained such judgment shall include interest as provided and reasonable attorneys' fees to be fixed by the court, together with the costs of such action.

SECTION 8. EXEMPT PROPERTY. Notwithstanding the foregoing, no assessments, charges or liens shall be assessed with respect to unimproved Lots owned by the Developer.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to any foreclosures, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

SECTION 10. PROOF OF PAYMENT. The Association, upon request and payment of a service fee set by the Association, shall furnish any Owner liable for any assessment a certificate in writing signed by an officer of the Association setting forth what assessments, if any, which have been made with respect to said Owner's property and which are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

ARTICLE VII

OWNER, BUILDER AN CONTRACTOR OBLIGATIONS

Section 1. Owner's Acknowledgment. Each Owner, their builder and contractor are responsible for testing all soil conditions prior to commencement of construction. Owner acknowledges that it is understood that soil conditions may vary from location to location and that proper testing essential to insure that all construction is properly engineered. Each owner is responsible for ascertaining all governmental requirements and prohibitions with respect to their lot and by acceptance of a deed to the lot, agrees to be bound thereby. No statement herein, nor action by the Developer, the Committee or the Association will act to relieve Owner from any duty under this section or this Declaration. Each Owner, by acceptance of a Deed to a lot and/or the making of Improvements to a lot, holds harmless and indemnifies Developer from any cost, loss, damage or claim arising

from any soil conditions or any failure to abide by this Section or this Declaration.

ARTICLE VII GENERAL PROVISIONS

SECTION 1. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending December 31, 2016. During such initial term the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then owners of all Lots or Living Units in the Subdivision and properly recorded in the appropriate records of Webb County, Texas. Upon the expiration of such initial term, said covenants and restrictions (as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years. During such ten (10) year extension periods, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than fifty-one percent (51%) of all of the Lots of Living Units in the Subdivision and property recorded in the appropriate records of Webb County, Texas.

SECTION 2. ENFORCEMENT. The Developer or the Association, as a common expense to be paid out of the Maintenance Fund, or any Owner at his own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments, and all other provisions set out in this Declaration or any Supplemental Declaration. Failure of the Association or of any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default. The Developer, the Association or any Owner who prevails in any action brought to enforce any provision of this Declaration shall be entitled to reasonable attorney's fees plus any civil damages allowed by law. The City of Laredo is specifically authorized, (but not obligated), to enforce these covenants.

SECTION 3. AMENDMENTS BY DEVELOPER. The Developer shall have and reserves the right at any time and from time to time, without the

joiner or consent of any other party, to amend this Declaration by any instrument in rating duly signed, acknowledged, and filed of record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein or for any other purpose, provided that any such amendment shall be consistent with and in furtherance of the general plan of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

SECTION 4. PROPOSALS OF DEVELOPER. The proposals of the Developer, as set forth in various provisions herein, are mere proposals and expressions of the existing good faith intentions and plans of the Developer and will not be deemed or construed as promises, solicitations, inducements, contractual commitments or material representations of the Developer upon which any person or entity can or should rely.

SECTION 5. DISPUTES. Matters of dispute or disagreement between Owners or residents with respect to interpretation or application of the provisions (excluding Article II, Architectural Control Committee and Architectural Matters) of this Declaration or the Association's By-Laws, shall be determined by the Board of Directors of the Association. Matters pertaining to Article II, Architectural Control Committee and Architectural Matters, shall be determined by the Architectural Review Committee. These determinations (absent arbitrary and capricious conduct or gross negligence) shall be binding and final upon all Owners and residents.

SECTION 6. 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.

SECTION 7. OMISSIONS. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or in this Declaration should be omitted here from, 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.

SECTION 8. NOTICES. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the

person who appears as Member or Owner on the records of the Association at the time of such mailing.

SECTION 9. GENDER AND GRAMMAR. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

SECTION 10. SEVERABILITY. Invalidity of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

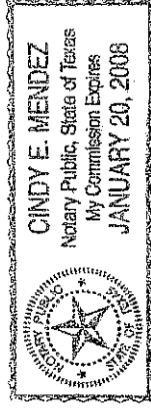
EXECUTED this ____ day of _____, 2005

BY: [Signature]
JORGE HERRERA, Manager
XI PROPERTIES, INC. a Texas Corporation.

BY: [Signature]
JUAN CARLOS GARZA, President of
XI PROPERTIES, INC. a Texas Corporation.

STATE OF TEXAS
COUNTY OF WEBB

This instrument was acknowledged before me on the 24 day
of October, 2005, by Jorge Herrera, Manager and Juan Carlos Garza,
President of XI PROPERTIES, INC. a Texas Corporation.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS