

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TUMBLEWEED ESTATES**

Wildwood Developers, L.L.C., a Texas limited liability company (the “*Declarant*”), executed a Declaration of Covenants, Conditions and Restrictions for Tumbleweed Estates (the “*Prior Declaration*”) recorded on February 9, 2021, under Clerk’s File No. 20210012523, Real Property Records, El Paso County, Texas.

Declarant desires to amend and restate the Prior Declaration in its entirety as specifically set forth hereinbelow.

Declarant is the owner of all lots located in Tumbleweed Estates, a subdivision platted pursuant to Section 232, Subchapter B, Local Government Code, in El Paso County, Texas (the “*Subdivision*”) as shown and designated on the plat of the Subdivision filed in the Office of the Clerk of El Paso County, Texas, and recorded under Clerk’s File No. 20210012521 in the Real Property Records of El Paso County, Texas, previously described as a portion of Lot 1, Block 1, ARROYO SECO, according to the Plat thereof recorded on November 15, 2006, under Clerk’s File No. 20060110944, Real Property Records, El Paso County, Texas.

Declarant hereby covenants, agrees and declares that the Subdivision shall hereinafter be subject to the covenants, conditions, restrictions, limitations and uses of this Declaration, which shall run with the land and shall be binding upon and inure to the benefit of Declarant, its successors and assigns, and any person or entity acquiring any right, title or interest in the Subdivision, or any part thereof, their heirs, devisees, successors and assigns.

The Subdivision is depicted on the Map attached hereto as Exhibit A which is by this reference incorporated in this document for all purposes.

The Common Area allocations for each Lot within the Subdivision are shown on Exhibit B which is by this reference incorporated in this document for all purposes.

**Article I
Definitions**

The following terms used in this declaration (this “*Declaration*”) and in any document relating to the Subdivision, unless otherwise provided or unless the context provides otherwise, are defined as follows:

“*Architectural Guidelines*” has the meaning given such term in Section 9.01.

“*Architectural Review Committee*” shall mean the committee designated in Article IX.

“*Association*” means Tumbleweed Estates Homeowners Association, Inc., a Texas nonprofit corporation, its successors and assigns.

“*Board of Directors*” means the Board of Directors of the Association.

“*Bylaws*” means the Bylaws of the Association as amended from time to time.

“*Certificate*” means the Certificate of Formation of the Association.

“Clubhouse/Amenities Improvements” means a clubhouse, swimming pool, surrounding landscape, sidewalks and similar improvements identified on the Map as the “Clubhouse/Amenities Improvements”.

“Common Areas” means the streets of the Subdivision, including any entry gates or facilities and related landscaping, streetlights within the street right of way or utility easements, trash collection areas, all other portions of the Subdivision shown on the Map to be Common Areas, all utility easements shown on the Map, other easement areas that the Association is required to maintain under the terms of this Declaration and such other portions of the Subdivision which Declarant may, by deed, convey to the Association as Common Area. In the avoidance of any doubt, the term “Common Areas” does not include the Clubhouse/Amenities Improvements.

“Common Assessment” means an assessment for Common Expenses.

“Common Expenses” means: (a) the expenses of, or reasonable reserves for, the maintenance, management, operation, repair and replacement of those portions of the Common Area that is the responsibility of the Association to maintain, manage, operate, repair and replace, including, but not limited to the maintenance of streets, entry gates or facilities and related landscaping, streetlights and trash collection areas; (b) the cost of capital improvements which the Association may from time to time authorize; (c) the expenses of management and administration of the Association, including, without limitation, compensation paid by the Association to a manager, or accountants, attorneys, or other employees or agents; (d) any other item or items designated by or in accordance with other provisions of this Declaration or the Bylaws to be Common Expenses; and (e) any other expenses reasonably incurred by the Association on behalf of all Owners.

“Declaration” means this Declaration of Covenants, Conditions and Restrictions.

“Declarant” means Wildwood Developers, L.L.C., a Texas limited liability company, and its designated successors and assigns of the rights of the Declarant reserved under this Declaration.

“Development Period” is the period of time from the date hereof until such time as Declarant is no longer a Class B member as provided in Article IV.

“Improvement(s)” means any and all alterations of the Subdivision, other than interior modifications of structures, including, but not limited to, residences, utilities, out buildings, patios, garages, swimming pools, walls, fencing, landscaping and driveway, whether intended to be temporary or permanent.

“Initial Architectural Review Committee” has the meaning given such term in Section 10.02.

“Lot” means any numbered lot shown on the Map, other than Common Areas.

“Map” means the map and plat of the Subdivision of record in the Plat Records of El Paso County, Texas.

“Member” means a member of the Association.

“Mortgage” includes deeds of trust, mortgages and recorded contracts of sale wherein the purchaser is entitled to possession of a Lot.

“Mortgagee” means a person or entity to whom a Mortgage upon a Lot is granted and shall include the beneficiary of a Deed of Trust and the holder of a vendor's interest in recorded contracts of sale wherein the purchaser is entitled to possession of a Lot.

“Owner” means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the payment or performance of an obligation.

“Rules and Regulations” means the Rules and Regulations governing the use of the Subdivision, duly adopted under this Declaration and the Bylaws or as may be duly amended by the Board of Directors.

“Subdivision” means the Tumbleweed Estates Subdivision as set forth on the Map.

“Vendor’s Lien” has the meaning given such term in Section 5.04.

Article II Common Areas

2.01 Development. Declarant shall have the responsibility, at its sole cost and expense, to initially develop the Common Areas as Declarant deems appropriate.

2.02 Conveyance to Association. Declarant shall convey to the Association fee simple title to the Common Areas, subject to current real property taxes and reservations, easements, covenants and conditions and restrictions then of record, including those created by this Declaration. The conveyance shall not relieve Declarant of its responsibility to complete the initial development of the Common Areas within a reasonable time thereafter.

2.03 Owner's Easement of Enjoyment. Each Owner and the members of each Owner's family who reside with the Owner shall have an easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) The right of the Board of Directors to establish and enforce compliance with the Rules and Regulations governing the use of the Common Areas not inconsistent with the terms of this Declaration, and to amend such Rules and Regulations from time to time as provided in Section 4.05; and

(b) The easements upon the Common Areas according to the Map and those easements and reservations contained in this Declaration.

2.04 Delegation of Use. An Owner may delegate such Owner's easement of enjoyment in and to the Common Areas to an Owner's tenants or contract purchasers who reside in the Owner's property, but the Owner shall notify the Association in writing of the name of any delegee.

2.05 Alienation or Hypothecation. Except as herein otherwise specifically provided, no portion of the Common Areas may be alienated, released, transferred, hypothecated, or otherwise encumbered without the approval of two-thirds (2/3) of both the Class A and Class B Members present at any annual meeting (or special meeting called for such purpose) at which a quorum (as defined in the Bylaws) is present.

2.06 Clubhouse/Amenities Improvements. Declarant shall retain fee simple title to the Clubhouse/Amenities Improvements. The Clubhouse/Amenities Improvements shall be made available

to all of the Owners on an equal basis, provided, however, Declarant reserves the right to determine from time to time (i) a fee that may be charged to the Owners to offset the cost and expense required to use, operate, insure, secure, repair, maintain and replace the Clubhouse/Amenities Improvements and (ii) reasonable rules with respect to the use and operation of the Clubhouse/Amenities Improvements.

Article III Duties and Authority of the Association; Duties of an Owner

3.01 Duties of the Association. The Association, acting by and through its Board of Directors, shall be responsible for the proper and efficient management and operation of the Common Areas. The Association shall be responsible for:

- (a) maintaining and rebuilding streets, streetlights, entry gates and related landscaping and trash collection areas which are part of the Common Areas;
- (b) maintaining and rebuilding storm water drainage facilities which are part of the Common Areas;
- (c) maintaining and replacing landscaping within the Common Areas or easement areas;
- (d) paying real estate taxes, assessments and other charges against the Common Areas;
- (e) insuring all improvements which the Association is obligated to maintain against damage by fire or other insurable casualty with such companies and with such limits as the Association deems appropriate;
- (f) hiring, firing, supervising and paying employees and independent contractors to carry out the obligations of the Association;
- (g) maintaining such insurance as the Association deems necessary to protect the Association and the Board of Directors of the Association from any liability from occurrences or happenings on or about the Common Areas (including, but not limited to, errors and omissions insurance for the Board of Directors of the Association);
- (h) enforcing the provisions of this Declaration;
- (i) providing and paying for all utility services to the Common Areas;
- (j) entering into such agreements and taking such actions as are reasonably necessary and convenient for the accomplishment of the obligations of the Association and the operation and maintenance of the Subdivision as a first class residential subdivision; and
- (k) collecting and managing Common Expenses.

Notwithstanding anything in this Declaration to the contrary, in the event that the negligent or tortious act or neglect of an Owner, a member of an Owner's family, or an Owner's agent, employee, invitee, licensee or tenant is the proximate cause of the need for maintenance, repairs or replacements required to be performed by the Association, then that Owner shall be responsible for all of such damage. Furthermore, notwithstanding anything in this Declaration to the contrary, the Association shall not be liable to any Owner for any delay in the completion of any repair, restoration or replacement due to causes

beyond the reasonable control of the Association, its contractors or subcontractors. Specifically, the Association shall not be liable for delay occasioned by weather, shortage or unavailability of materials and strikes, work stoppages or pandemic.

3.02 Duties of Owners.

(a) Each Owner shall be responsible for the upkeep and maintenance of all improvements upon the Owner's Lot.

(b) Each Owner shall be responsible for the upkeep and maintenance of all landscaping upon the Owner's Lot. Each Owner will replace all dead or diseased plants and landscaping and will keep all irrigation systems in good repair and working order.

(c) When casualty damage shall occur to an improvement, the Owner shall within 30 days after the occurrence of such damage commence and diligently pursue to completion the restoration of the Improvement.

(d) Each Owner shall be responsible for paying Common Expenses as the Association may determine.

3.03 Rules and Regulations. The Board of Directors have the authority, from time to time, to make reasonable rules and regulations (the "***Rules and Regulations***") regarding the use and enjoyment of the Common Areas which are not inconsistent with this Declaration or the Certificate or Bylaws of the Association. The Rules and Regulations will be binding upon all Owners. Copies of the Rules and Regulations will be provided to any Owner upon written request, and all Owners will be sent written notice of any change to or amendment of the Rules and Regulations once adopted by the Board of Directors. As part of the Rules and Regulations, the Board of Directors may establish reasonable monetary fines for violations of this Declaration and the Rules and Regulations.

3.04 Compliance. Every Owner and its tenants, guests, and invitees, shall comply with the provisions of this Declaration and the Rules and Regulations and will be subject to sanctions for violations as follows:

(a) The Association and every affected Owner shall have the right, following written notice of any violation of this Declaration and a reasonable opportunity to cure, to file suit at law or in equity to enforce this Declaration and the Rules and Regulations. In addition, the Board of Directors may impose sanctions for violation of this Declaration and the Rules and Regulations, including those sanctions listed below and any others described elsewhere in this Declaration and the Rules and Regulations.

(b) After written notice and an opportunity for a hearing in accordance with the By-Laws, the Board of Directors may:

(i) impose reasonable monetary fines, which shall constitute a lien upon the violator's Lot. In the event that any occupant of a Lot, or any tenant, guest, or invitee of an Owner or occupant violates this Declaration or the Rules and Regulations and a fine is imposed, the fine may, but need not, first be assessed against the violator; however, if the fine is not paid by the violator within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board of Directors;

(ii) suspend an Owner's right to vote (except that no notice or hearing is required if the Owner is more than 60 days delinquent in paying any Common Assessment);

(iii) suspend any Owner's right to use any Common Area: (A) for any period during which any charge against such Owner's Lot remains delinquent, and (B) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation (except that no notice or hearing is required if the Owner is more than 60 days delinquent in paying any assessment or other charge owed the Association); however, nothing herein shall authorize the Board of Directors to limit ingress or egress to or from a Lot;

(iv) suspend services the Association provides (except that no notice or hearing is required if the Owner is more than 60 days delinquent in paying any assessment or other charge owed to the Association);

(v) exercise self-help or take action to abate any violation of this Declaration or the Rules and Regulations or to bring any Lot into compliance with this Declaration or the Rules and Regulations in a non-emergency situation (including removing personal property that violates this Declaration or the Rules and Regulations), and the Owner will be liable to the Association for the reasonable cost of such action which shall constitute a lien upon the violator's Lot and be payable to the Association on demand;

(vi) without liability to any person, preclude any contractor, subcontractor, tenant agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration or the Rules and Regulations from continuing or performing any further activities on the Common Area or on the Lot; and

(vii) record a notice of violation with respect to any Lot on which a violation exists.

(c) If, after notice and an opportunity for a hearing, the violation continues or recurs within 12 months after the date of such notice, the Board of Directors may impose any of the above sanctions without further notice or opportunity for another hearing.

(d) In addition, the Board of Directors may take the following actions to obtain compliance with this Declaration or the Rules and Regulations without prior notice or a hearing:

(i) exercise self-help or take action to abate a violation in any situation which requires prompt action to avoid potential injury or damage or unreasonable inconvenience to other persons or their property (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations), and the Owner will be liable to the Association for the reasonable cost of such action which shall constitute a lien upon the violator's Lot and be payable to the Association on demand;

(ii) require an Owner, at its own expense, to perform maintenance or to remove any structure or improvement on such Owner's Lot that is in violation of this Declaration or the Rules and Regulations and to restore the property to its previous condition;

(iii) bring suit at law for monetary damages or in equity to stop or prevent any violation, or both.

(e) The decision to pursue enforcement action in any particular case shall be left to the Board of Directors' discretion, except that the Board of Directors shall not be arbitrary or capricious in taking enforcement action. For example, the Board of Directors may determine that, in a particular case:

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iv) it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

A decision not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

(f) In any action to enforce this Declaration or the Rules and Regulations, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs reasonably incurred in such action.

Article IV The Association

4.01 Administration of Common Areas. The Common Areas shall be administered by the Association, acting by and through its Board of Directors, who shall be elected in accordance with the Bylaws, and whose duties will be governed by the terms of this Declaration, the Certificate and the Bylaws. The Association may employ a professional management agent to perform, subject to the supervision of the Board of Directors, those duties and services as the Board of Directors shall direct, including, but not limited to the collection of and accounting for Common Assessments made by the Association. Any management agreement shall provide for a rate of compensation to be established and/or approved by the Board of Directors, and shall further provide for the right of the Association to terminate such management agreement with cause upon not more than 30 days written notice and without cause upon not more than 60 days written notice.

4.02 Membership. Each Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. The membership held by an Owner shall not be transferred, pledged or alienated in any way, except upon the sale of such Lot, and then only to the purchaser of such Lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. Evidence of transfer of membership shall be furnished to the Association in the form of a

certified copy of the recorded conveyance of a Lot signed by the current Owner as reflected upon the books and records of the Association.

4.03 Voting Rights. The Association shall have two classes of voting membership, Class A Members and Class B Members, with the following voting rights:

(a) Class A Members shall be all Owners with the exception of Declarant. As long as Declarant is a Class B Member, no Class A Member will have a vote. When Declarant is no longer a Class B Member, each Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall constitute one Member, and the one (1) 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.

(b) Declarant shall be a Class B Member and the Class B Membership shall cease and be converted to a Class A Membership (provided that Declarant is then an Owner) on the happening of either of the following events, whichever occurs earlier:

(i) The sale of all Lots to Owners other than Declarant or Declarant's affiliated entities; or

(ii) Should Declarant notify in writing all Members of Declarant's election to convert from a Class B Member to a Class A Member;

and (unless the next annual meeting of the Association shall come within 120 days after such conversion) a special meeting of the Members shall be called by the Board of Directors within not more than 120 days after such conversion for the purpose of electing a new Board of Directors.

4.04 Suspension of Voting Rights. The voting rights of any Member shall be automatically suspended during any period during which the Member is delinquent in the payment of assessments due the Association.

Article V Assessments

5.01 Establishment. The Board of Directors have the responsibility and authority to assess each Lot for Common Expenses, and each Owner of a Lot will be personally liable for the payment of Common Assessments levied during the time the Owner owns a Lot, and the Common Assessment assessed against a Lot shall be a charge and continuing lien upon the Lot.

5.02 Annual Common Assessment.

(a) Not less than 30 days prior to the beginning of each fiscal year (to be determined in accordance with the Bylaws), the Board of Directors will, after taking into consideration all anticipated items of Common Expenses for the fiscal year, including a reasonable reserve for contingencies, fix and establish the amount of the Common Assessment for the ensuing fiscal year. Each Owner will be required to pay its proportionate part of the Common Assessment which shall be a fraction, the numerator of which is the number of Lots owned by each Owner and the denominator of which is the total number of Lots.

(b) Following the establishment of the Common Assessment, each Owner shall be given notice of the Common Assessment and each Owner's proportionate part, but the failure of an Owner to receive the notice shall not affect such Owner's liability for the payment of each Owner's proportionate part of the Common Assessment. Each Owner's proportionate part of the Common Assessment shall be due and payable by each Owner (excluding Declarant) in equal monthly installments as determined by the Board of Directors.

(c) During the course of a fiscal year, should the Board of Directors determine that the Common Assessments previously assessed will be inadequate, the Board of Directors from time to time may increase the Common Assessment for the fiscal year and each Owner's proportionate part. Conversely, should the Board of Directors during the course of a fiscal year determine that the Common Assessments previously assessed will create a surplus in excess of that necessary as a reserve for contingencies, the Board of Directors from time to time may decrease the Common Assessment and each Owner's proportionate part. In either such event, the Board of Directors shall notify each Owner of the adjustment and the revised amount of each monthly installment due by each Owner.

(d) If the Board of Directors shall fail to fix and establish the Common Assessment and the proportionate part due by each Owner of a Lot for a fiscal year, the Common Assessment and the proportionate part due by each Owner of a Lot for the previous fiscal year shall be automatically established immediately prior to the commencement of the fiscal year so that there will be no interruption in the payment by an Owner of the monthly installments of the Owner's proportionate part of the Common Assessment.

(e) Effective as of the date of purchase, each Owner who purchases a Lot from Declarant will become liable to the Association for a pro rata part of the Common Assessment attributable to the Lot then established by the Board of Directors, determined by a fraction, the numerator of which is the number of calendar days until the next January 1, and the denominator of which is 365. The prorated monthly payment for the month in which a Lot is purchased shall be due and payable by each such Lot Owner within 10 days after receipt from the Association of a statement.

Anything contained in this Declaration to the contrary notwithstanding, Declarant, during the Development Period, shall have no obligation to pay to the Association the proportionate part of the Common Assessment applicable to Lots owned by Declarant. Declarant shall, however, during the Development Period, pay to the Association from time to time, as required, any amounts necessary (over and above payments to the Association by other Lot Owners) to satisfy the Association's current operating expenses on a cash basis. During the Development Period, Declarant shall have no obligation to contribute any sums to the Association on account of reserves. At the termination of the Development Period, the Lots then owned by Declarant, if any, shall bear their full proportionate share of Common Assessments.

5.03 No Exemptions. No Owner shall be exempt from liability for Common Assessments duly established by the Association. Further, no diminution or abatement of Common Assessments shall be allowed or claimed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or Lots or from any action taken to comply with any law, ordinance or order of a governmental authority.

5.04 Vendor's Lien. Whether or not provided in any deed of a Lot by Declarant to an Owner, Declarant expressly reserves a vendor's lien (the "*Vendor's Lien*") to secure payment of all Common Assessments due and to become due pursuant to this Declaration, which Vendor's Lien shall be transferred

and assigned to the Association. By the acceptance of a deed from Declarant, each Owner (and such Owner's subsequent grantees) assumes and agrees to pay the Common Assessments in accordance with the terms and provisions of this Declaration.

5.05 Subordination. If any Lot subject to the Vendor's Lien reserved for the payment of Common Assessments due and to become due pursuant to the terms of this Declaration shall be subject to the lien of a Mortgage: (i) the foreclosure of the Vendor's Lien shall not operate to affect or impair the lien of such Mortgage; and (ii) the foreclosure of the lien of the Mortgage or the acceptance of a deed in lieu of foreclosure thereof shall operate to extinguish the Vendor's Lien only as to Common Assessments owing prior to the date of foreclosure or deed in lieu of foreclosure. Any purchaser at such a foreclosure sale or recipient of a deed in lieu of foreclosure shall be deemed an Owner of the Lot acquired and shall be responsible for payment of all Common Assessments accruing subsequent to the foreclosure sale or deed in lieu of foreclosure. Nothing in this Section will be deemed to release any Owner from liability for the payment of Common Assessments.

5.06 Delinquent Assessments. The payment of a Common Assessment shall be considered delinquent if not paid upon the due date and shall bear interest from such date at the rate of twelve (12%) percent per annum until paid. The Association shall also be entitled to collect a late charge and return check charges in such amounts and upon such conditions as the Board of Directors may from time to time determine. Each Owner (whether one or more) shall be and remain personally liable for the payment of all Common Assessments which may be levied against the Owner's Lot by the Association in accordance with the terms and provisions of this Declaration until all Common Assessments, interest and late charges have been paid in full. In the event of a sale or conveyance of a Lot, the purchaser shall be required and entitled to cause such delinquent Common Assessments to be paid out of the sales price and, failing this, such purchaser shall become personally liable for payment of any delinquent Common Assessments by the purchaser's acceptance of a deed to a Lot from an Owner in default.

5.07 Collection of Assessments. The Association may enforce collection of delinquent Common Assessments by suit at law for a money judgment and may seek the appointment of a receiver and/or judicial foreclosure of the Vendor's Lien. Failure to seek judicial foreclosure of such Vendor's Lien in any suit at law for a money judgment shall not operate to waive such Vendor's Lien, but the same shall remain in full force and effect to secure the payment of all Common Assessments due or to become due by an Owner.

5.08 Assessment Roll. The Common Assessments against all Owners shall be kept on an assessment roll of the Lots which shall be available in the office of the Association for inspection at all reasonable times by Owners and Mortgagees or their duly authorized representatives. The assessment roll shall indicate for each Lot the name and address of the Owner or Owners, the Common Assessments for all purposes and the amounts of all Common Assessments paid and unpaid. A certificate signed by an officer of the Association as the status of an Owner's Common Assessment account shall limit the liability of any person to whom the certificate is issued other than the Owner. The Association shall issue certificates to persons as an Owner may request in writing and shall be entitled to charge a reasonable fee in such amount as shall be determined by the Board of Directors from time to time.

Article VI Mortgages

6.01 Notices. Any Owner who shall give a Mortgage upon such Owner's Lot shall furnish the Association the name and address of such Mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Lots". Upon written request from any Mortgagee, the Association shall report to such Mortgagee: (a) any unpaid Common Assessments due from the Owner of such Lot at the

same time as the Association makes demand of the Owner for the payment of any Common Assessment; and (b) any other default by the Owner in the performance of such Owner's obligations under the terms and provisions of this Declaration which shall not have been cured within 30 days after written notice to such Owner by the Association specifying such default. Likewise, upon written request from any Mortgagee, any such Mortgagee shall also be entitled to prompt written notification from the Association of: (a) the calling of all meetings of the Members (and each such Mortgagee shall be entitled to designate a representative to attend such meetings); (b) the occurrence of substantial damage to the Common Areas; and (c) the taking of any portion of the Common Areas by a condemning authority.

6.02 Records and Statements. All Mortgagees shall be entitled to inspect the books and records of the Association during normal business hours and upon request shall be entitled to receive from the Association an annual financial statement of the Association certified by an officer or a Director of the Association to be true and correct within 90 days following the end of each fiscal year of the Association.

Article VII Powers Reserved in Declarant

Declarant reserves the right to make such changes in the boundaries and designations of Lots not sold to others and in the Common Areas and in the Clubhouse/Amenities Improvements as Declarant deems advisable, provided that any such changes shall not have a material adverse effect upon the boundaries or the beneficial use and enjoyment of any Lot then owned by Owners other than Declarant, and provided that such changes shall have been approved by the governing regulatory agencies exercising jurisdiction thereof.

Article VIII Residential Area Covenants

8.01 Land Use, Building Type, and Garages. No Lot shall be used except for residential purposes. No structure shall be erected, altered, or placed or be permitted to remain on any of the Lots, or any part thereof, other than shown on the improvement plans approved by the Architectural Review Committee, and not to include but one detached single family dwelling or duplex, together with a private garage and other customary appurtenances to private dwellings, including gazebos, and no structure shall be occupied or used until the exterior construction thereof is completed. No more than one residential structure shall be erected on any Lot or site shown on the plat Map of the Subdivision. No Lot shall be used or occupied for any business or commercial purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not. Each single family residence situated on a Lot shall have an enclosed, attached or detached garage for not less than two (2), nor more than four (4) automobiles, and in the case of duplexes, not less than one (1) attached or detached garage. The location of the garage doors in relation to the front face of a structure will be in compliance with the Architectural Guidelines. No such detached garage shall have more than one (1) story. 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. No boat, recreational vehicle, trailer or similar equipment may be parked on a Lot or Common Area for more than 12 consecutive hours.

8.02 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Map or as recorded by separate instrument.

8.03 Nuisances. No noxious or offensive activity shall be carried on upon any of the Lots, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

8.04 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any of the Lots at any time as a residence, either temporarily or permanently.

8.05 Completion of Structure. Any residential or accessory structure once commenced shall be completed as to exterior and front yard landscaping (and side yard landscaping facing a public street) in accordance with the provisions of these Covenants in not more than 270 days from the date of commencement.

8.06 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property 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, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines.

8.07 Attached Structures, Exterior Maintenance. Attached structures will at all times be maintained with a compatible scheme as to exterior treatment as required by the Architectural Guidelines.

8.08 Drainage. All Lots, including vacant Lots, with buildings under construction or with completed buildings (occupied or unoccupied) shall be designed and constructed to provide positive Lot drainage as required by the pertinent governmental authorities at the time from the rear of the Lot to the street in front of the Lot and as shown on engineering plans for the Subdivision. This positive Lot drainage to the street in front of each Lot must be maintained at all times by the Owner. Driveways, patios, walks, landscaping (including without limitation, grass, bushes, trees, brick, rock or other materials), and all other portions of each Lot shall be constructed, installed and shall be maintained to drain away from the main building structure, and swaled, sloped or slanted through the rear, side and front yards so as to drain to the street in front of the Lot. If necessary, roof drainage will be collected in gutters and diverted toward the front of the Lot. Walls or other structures should not be placed along the side of any dwelling in a manner that would block or impair drainage from the rear of the Lot to the street. Drainage of Lots shall be maintained in accordance with approved drainage plans on file with the County of El Paso Public Works Department. It is unlawful to alter or in any way change the drainage of any Lot, without prior approval of the County of El Paso. FAILURE BY AN OWNER (INCLUDING BUILDERS) TO MAINTAIN THE PROPER DRAINAGE CAN RESULT IN DAMAGE TO THE IMPROVEMENTS (FOUNDATIONS, GARDEN AND/OR RETAINING WALLS, POOLS, WALKS, ETC.) FROM SETTLING AND/OR EROSION ON THE SUBJECT LOT AND ON SURROUNDING LOTS.

8.09 Trash Containers and Storage of Materials. All trash, garbage, or waste matter shall be kept in containers approved by the County of El Paso or the Association which shall be maintained in a clean and sanitary condition and screened from public view, except on collection days. No Lot shall be used for open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No

garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot. During any period of construction, the Owner of the Lot must deposit all construction debris and trash in a closed container and otherwise comply with the applicable requirements of the County of El Paso regarding the disposal of trash.

8.10 Miscellaneous. No privy shall be placed upon any Lot. No signboard or other visible advertisement larger than one square foot may be placed upon any Lot, other than signs pertaining to the sale of Lots. Signing shall comply with the Zoning Ordinance of the County of El Paso. No excavation shall be made on any of the Lots for the purpose of obtaining sand, rock, clay, dirt, coal or gravel, whether for profit or otherwise. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of the Lots, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose whatsoever. No window or wall-type air conditioners shall be permitted to be used, placed or maintained on or in any building where visible from the street or from adjacent Lots unless otherwise approved by the Architectural Review Committee.

Article IX Architectural Guidelines and Construction Standards

9.01 Tumbleweed Estates Subdivision Architectural Guidelines. Declarant has adopted and promulgated the Tumbleweed Estates Subdivision Architectural Guidelines (the "*Architectural Guidelines*") which specify and control the requirements for the design and construction and maintenance of all improvements on a Lot, including, but not limited to, the architectural design, location, building materials, color palettes, fences and walls and landscaping, including maintenance. The purpose of the Architectural Guidelines is to promote consistent development of the Subdivision, govern the quality of improvements on the Lots and to protect Declarant and Lot Owners against substandard development or maintenance on a Lot which would tend to diminish the value of the surrounding Lots and the Subdivision in general. The Architectural Guidelines are attached hereto as Exhibit C and incorporated herein for all purposes as if set out verbatim. Declarant shall have authority, from time to time, to amend or supplement the Architectural Guidelines to correct inconsistencies or to clarify any ambiguity in the Architectural Guidelines. Copies of the Architectural Guidelines are also available for review and inspection at the office of the Architectural Review Committee.

9.02 Subdivision of Lots. No Lot may be further subdivided.

9.03 Dwelling Size. Residential structures erected or maintained on any Lot shall comply with the Architectural Guidelines.

9.04 Building Location. Without exception, all building setback lines shall comply with setback requirements established by the Architectural Guidelines and the Zoning Ordinance of the County of El Paso.

9.05 Fences and Garden Walls. All fences and garden walls must comply with the Architectural Guidelines.

9.06 Landscaping. All landscaping on a Lot, including tree variety and placement, will, at all times, comply with the requirements of the Architectural Guidelines .

9.07 Design and Construction Standards. All residential structures must comply with the roof heights, building massing, architectural facade, articulation, trim and side wrap, wall finish material, roofing material, mechanical equipment, antenna, accessory structure, flashing, sheet metal and vent, skylights and solar panel and color palette requirements of the Architectural Guidelines.

9.08 Conflicts. In the event of a conflict between a provision of the Architectural Guidelines and a provision of this Declaration, the most restrictive provision will govern and control.

Article X Architectural Review Committee

10.01 Committee Approval of Improvements. No Improvement shall be commenced, erected, constructed, reconstructed, placed, altered, removed, permitted to remain, or maintained upon any Lot, until the detailed plans and specifications for the improvement have been submitted to and approved in writing as to compliance with the Architectural Guidelines and this Declaration by the Architectural Review Committee (the "*Architectural Review Committee*").

The submitted plans and specifications shall specify, in such form as the Architectural Review Committee may reasonably require, including but not limited to, engineering, grading, drainage, utility, structural, mechanical, electrical, and plumbing detail and the nature, kind, shape, height, exterior color scheme, material to be incorporated into, and location of the proposed improvements or alterations thereto. In the event the Architectural Review Committee fails to approve or disapprove such plans and specifications within 45 days after the 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 Review Committee to approve or disapprove such plans and specifications within such 45 day period shall not operate to permit any improvements on a Lot to be commenced, erected, placed, constructed, reconstructed or maintained on the Subdivision in a manner inconsistent with any provision of this Declaration or the Architectural Guidelines. Once the plans and specifications have been approved, the plans and specifications will not be materially altered, changed or revised without the approval of the Architectural Review Committee. The Architectural Review Committee also shall have full power and authority to reject any plans and specifications that do not comply with this Declaration or the Architectural Guidelines. The Architectural Review Committee shall have the authority to issue rules or guidelines setting forth procedures for the submission of plans for approval. The Architectural Review Committee shall be entitled to charge any Owner a reasonable fee for review of plans not to exceed \$50.00. Declarant shall not be required to submit to or obtain approval of the Architectural Review Committee with respect to any construction or improvements on Lot or portion of the Subdivision owned by it.

10.02 Membership. The initial Architectural Review Committee shall be composed of Gustavo Quintana, David Carmona and Fernando Haddad, and the initial Architectural Review Committee's address is 6950 Helen of Troy Drive, El Paso, Texas 79911. In the event of the death or resignation of any member of the Architectural Review Committee, Declarant will appoint a successor. All appointments to the Architectural Review Committee by Declarant shall be by a written appointment recorded in the Real Property Records of El Paso County, Texas. All members to the Architectural Review Committee as designated above or appointed by Declarant will be referred to as the "*Initial Architectural Review Committee*". A majority of the Architectural Review Committee may designate a representative to act for it.

10.03 Members Compensation and Liability. None of the members of the Architectural Review Committee or its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration. Architectural review of construction, as provided in this Article, being largely subjective in nature, the action or non-action by the members of the Architectural Review Committee shall not subject any member of the Architectural Review Committee to personal liability, nor shall the members of the Architectural Review Committee be charged with the responsibility for enforcement of the provisions of this Declaration. The enforcement of Architectural Review provisions under this Article by

any aggrieved party shall be as provided in Section 11.03 below and shall be pursued solely against the person or persons allegedly violating or attempting to violate the provisions and standards specified in this Declaration. The members of the Architectural Review Committee shall not be proper parties to such action.

10.04 Termination of Initial Architectural Review Committee. On the earlier to occur of: (i) Declarant's recording in the Real Property Records of El Paso County, Texas of a waiver of its right to appoint members to the Architectural Review Committee; or (ii) residential dwellings having been built upon 100% of the Lots in the Subdivision, the terms of the Initial Architectural Review Committee members shall automatically terminate without action or resignation by such members. At any time thereafter, the Board of Directors of the Association shall have the power through a duly written recorded instrument to form an Architectural Review Committee of three or more Owners. The Board of Directors will appoint successor members in the Architectural Review Committee.

10.05 No Waiver of Future Approvals. The approval of the Architectural Review Committee of any proposal, plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Architectural Review Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposal, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

Article XI General Provisions

11.01 Term. The covenants, conditions and restrictions created by this Declaration are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of 10 years, unless an instrument signed by the owners of the then current majority of the Lots has been recorded agreeing to terminate this Declaration.

11.02 Amendment. Declarant expressly reserves the right to amend these restrictions (i) at any time as to any remaining land owned by it at such time, and such amendment shall in no way serve to release, modify or affect this Declaration as to any land theretofore conveyed, (ii) within thirty (30) years from the date this Declaration is recorded in the Real Property Records of El Paso County, Texas, for any purpose deemed necessary by Declarant, and (iii) at any time in response to any governmental or quasi-governmental suggestion, guideline, checklist, requisite or requirement, particularly with respect to those entities or agencies directly or indirectly involved in, or having an impact on, mortgage financing, mortgage insurance and/or reinsurance. In addition to the right of the Declarant to amend this Declaration, a majority of the owners of the Lots may amend this Declaration in whole or in part after thirty (30) years following the date this Declaration is recorded in the Real Property Records of El Paso County, Texas. It is expressly agreed and understood, however, that the conditions and restrictions contained herein, pertaining to residential density, may only be amended, released, revised or modified with the prior consent of and coordination with the County of El Paso.

11.03 Enforcement. Owners of Lots shall comply with the standards and provisions of this Declaration and the Architectural Guidelines. Declarant, the Association and any Owner of a Lot, at the Owner's own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions and reservations set out in this Declaration and the Architectural Guidelines, either to restrain violation or to recover damages, without the necessity of posting a bond, cash or otherwise. The prevailing party in any enforcement action shall be entitled to recover his costs, including reasonable attorney's fees and expert fees. The failure to take any action upon any breach or default of this Declaration

or the Architectural Guidelines, or any delay in taking action to enforce this Declaration or the Architectural Guidelines, shall not be deemed a waiver of the right to take enforcement action for that breach or default or the right to take enforcement action for any similar subsequent breach or default.

11.04 Severability. The invalidity of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration or the Architectural Guidelines shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

11.05 Encroachments. It shall not be a violation of this Declaration for a Lot owner to acquire or own a portion of an adjoining Lot in order to comply with the building setback requirements or to resolve problems resulting from encroachment of buildings, rock walls, or other permanent improvements.

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

11.07 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.

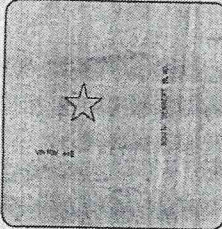
11.08 Zoning. Nothing contained in this Declaration shall supersede the applicable zoning laws of the County of El Paso.

11.09 Rights Cumulative. All rights, remedies and privileges granted to the Declarant or any Owner pursuant to the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more of such rights, remedies and privileges shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges, as may be available to such party at law or in equity.

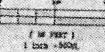
[Signature Page Follows]

EXHIBIT A

LOCATION MAP



GRAPHIC SCALE



Curve Table

Curve No.	Length	Radius	Delta	Chord Distance	Chord Length
01	13.22	25.00	143°20'24"	41.27	41.27
02	12.89	25.00	139°27'24"	39.47	39.47
03	12.56	25.00	135°34'24"	37.67	37.67
04	12.23	25.00	131°41'24"	35.87	35.87
05	11.90	25.00	127°48'24"	34.07	34.07
06	11.57	25.00	123°55'24"	32.27	32.27
07	11.24	25.00	119°62'24"	30.47	30.47
08	10.91	25.00	115°69'24"	28.67	28.67
09	10.58	25.00	111°76'24"	26.87	26.87
10	10.25	25.00	107°83'24"	25.07	25.07
11	9.92	25.00	103°90'24"	23.27	23.27
12	9.59	25.00	99°97'24"	21.47	21.47
13	9.26	25.00	95°04'24"	19.67	19.67
14	8.93	25.00	91°11'24"	17.87	17.87
15	8.60	25.00	87°18'24"	16.07	16.07
16	8.27	25.00	83°25'24"	14.27	14.27
17	7.94	25.00	79°32'24"	12.47	12.47
18	7.61	25.00	75°39'24"	10.67	10.67
19	7.28	25.00	71°46'24"	8.87	8.87
20	6.95	25.00	67°53'24"	7.07	7.07

Parcel Line Table

Line #	Length	Direction
11	14.30	N 89°20'00" W
12	28.26	N 89°20'00" W
13	5.00	N 89°20'00" W
14	6.17	N 89°20'00" W
15	13.71	N 89°20'00" W
16	8.81	N 89°20'00" W
17	8.17	N 89°20'00" W
18	11.83	N 89°20'00" W

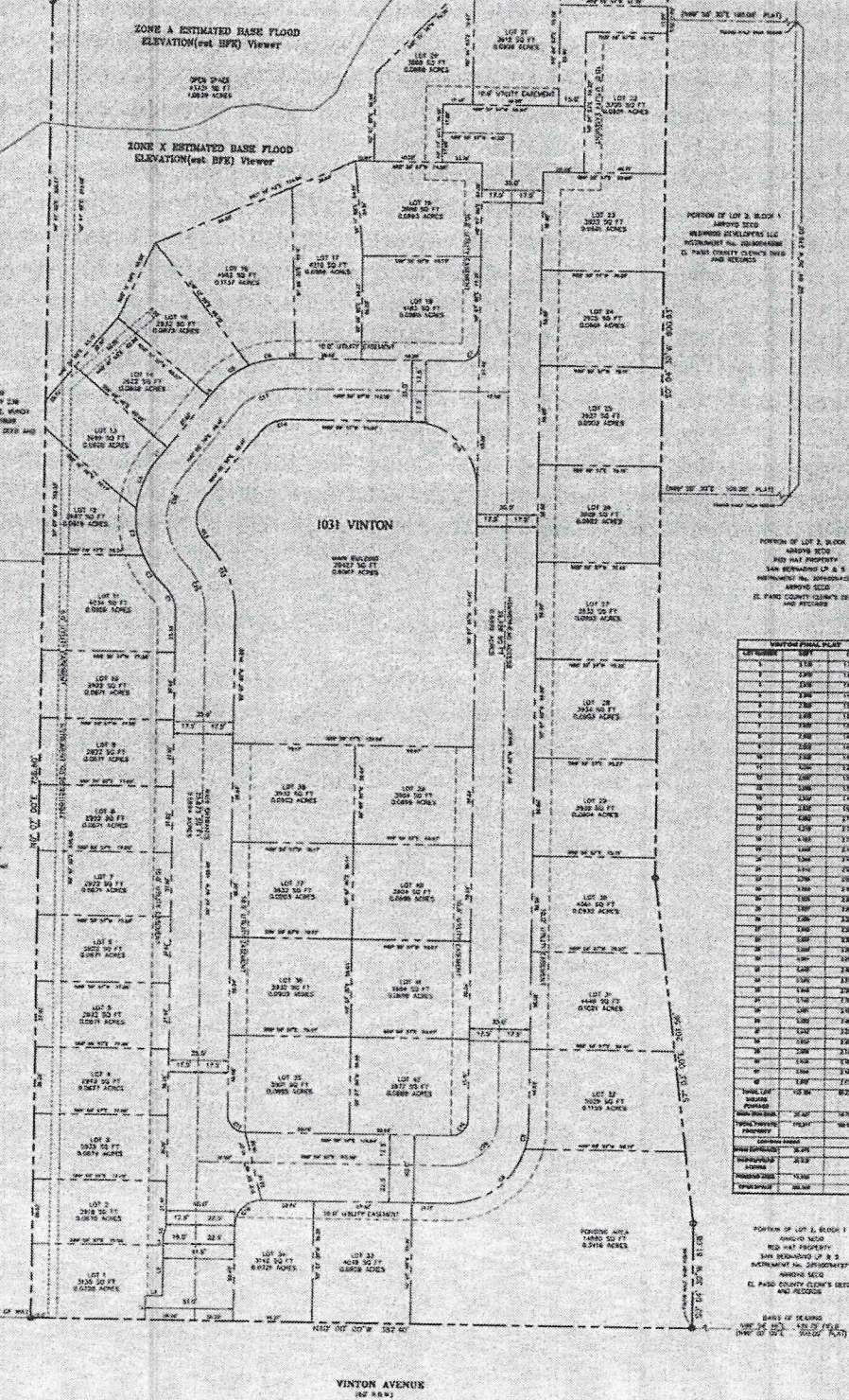
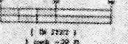
LEGEND

- BOUNDARY LINE
- CASEWAY LINE
- ADJACENT PARCEL
- ADJACENT PARCEL WITH A PLANNED CASEWAY
- ADJACENT PARCEL WITH A CASEWAY
- ADJACENT PARCEL WITH A PLANNED CASEWAY

NOTES:
 1. THIS SURVEY WAS MADE BY THE SURVEYOR IN ACCORDANCE WITH THE PROVISIONS OF THE ARIZONA SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.
 2. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE ARIZONA SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.
 3. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE ARIZONA SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.
 4. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE ARIZONA SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.
 5. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE ARIZONA SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.



GRAPHIC SCALE



ADJACENT PARCEL TABLE

Parcel No.	Area (Acres)	Owner
1	1.18	1985
2	2.29	1985
3	2.29	1985
4	2.29	1985
5	2.29	1985
6	2.29	1985
7	2.29	1985
8	2.29	1985
9	2.29	1985
10	2.29	1985
11	2.29	1985
12	2.29	1985
13	2.29	1985
14	2.29	1985
15	2.29	1985
16	2.29	1985
17	2.29	1985
18	2.29	1985
19	2.29	1985
20	2.29	1985
21	2.29	1985
22	2.29	1985
23	2.29	1985
24	2.29	1985
25	2.29	1985
26	2.29	1985
27	2.29	1985
28	2.29	1985
29	2.29	1985
30	2.29	1985
31	2.29	1985
32	2.29	1985
33	2.29	1985

<p>BS-1</p> <p>1 DP 1</p>	<p>SCALE</p> <p>HORIZ. 1" = 200 FT.</p> <p>VERT. 1" = 20 FT.</p> <p>DATE: 06/27/18</p> <p>DRAWN BY: J.C.C.</p> <p>CHECKED BY: J.C.C.</p> <p>APPROVED BY: J.C.C.</p>	<p>ACREAGES</p> <p>DATE</p> <p>DT</p>	<p>Property Description</p> <p>LOT 1</p> <p>1.18 ACRES</p> <p>1985</p> <p>EL PASO COUNTY CLERK'S DEED AND RECORDS</p>	<p>TUMBLEWEED ESTATES</p> <p>1031 VINTON AVENUE</p> <p>EL PASO COUNTY CLERK'S DEED AND RECORDS</p>	<p>G.S. ENGINEERING, LLC</p> <p>1981 ARIZONA, SUITE 200</p> <p>1515 W. ARIZONA, EL PASO, TEXAS 79902</p> <p>(915) 299-5141</p> <p>gseng@gseng.com</p> <p>www.gseng.com</p>	
	<p>1. James S. Moran, a Registered Professional Land Surveyor, certifies that he has personally supervised the work shown on this plan and that he is a duly licensed and in good standing with the State of Arizona.</p>			<p>BOUNDARY SURVEY</p> <p>SCALE: 1" = 200'</p>		

EXHIBIT B

COMMON AREA ALLOCATIONS

VINTON FINAL PLAT

LOT NUMBER	SQFT	(%)	
1	3,134	1.75%	
2	2,919	1.63%	
3	2,935	1.64%	
4	2,949	1.65%	
5	2,922	1.63%	
6	2,922	1.63%	
7	2,922	1.63%	
8	2,922	1.63%	
9	2,922	1.63%	
10	2,922	1.63%	
11	4,034	2.26%	
12	2,697	1.51%	
13	2,699	1.51%	
14	2,622	1.47%	
15	2,932	1.64%	
16	4,952	2.77%	
17	4,210	2.35%	
18	4,183	2.75%	
19	3,888	2.17%	
20	3,868	2.16%	
21	3,612	2.02%	
22	3,705	2.07%	
23	3,923	2.19%	
24	3,925	2.20%	
25	3,927	2.20%	
26	3,929	2.20%	
27	3,932	2.20%	
28	3,934	2.20%	
29	3,936	2.20%	
30	4,061	2.27%	
31	4,446	2.49%	
32	5,029	2.81%	
33	4,048	2.28%	
34	3,138	1.75%	
35	3,901	2.18%	
36	3,932	2.20%	
37	3,932	2.20%	
38	3,932	2.20%	
39	3,904	2.18%	
40	3,904	2.18%	
41	3,904	2.18%	
42	3,672	2.17%	
TOTAL LOT SQUARE FOOTAGE	152,380	85.22%	
MAIN BUILDING	26,427	14.78%	
TOTAL PRIVATE PROPERTY	178,807	100.00%	
		COMMON AREAS	SQFT
		MAIN ENTRANCE	25,675
		HAMMERHEAD ACCESS	29,928
		PONDING AREA	14,880
		OPEN SPACE	43,753

EXHIBIT C

ARCHITECTURAL GUIDELINES

How to use these Guidelines

The Architectural Guidelines (the “*Guidelines*”) establish minimum standards as well as goals for building in Tumbleweed Estates. This is intended to stimulate creativity in designing homes in Tumbleweed Estates, while protecting the environment. This document is structured for easy review and reference. These Guidelines begin by introducing the objectives for Tumbleweed Estates and describe the standards that must be met in site planning, architecture and landscape architecture. The Guidelines define the steps for review and approval of projects within Tumbleweed Estates and presents the procedures to be followed during construction.

The Role of the Tumbleweed Estates Architectural Review Committee

The Tumbleweed Estates Architectural Review Committee (the “*ARC*”) will review and approve all plans for new construction at Tumbleweed Estates by Owners and homebuilders and administer the Guidelines. Each proposed building design shall be checked for compliance with these Guidelines. The ARC, in accordance with the Guidelines, shall also review any plans for remodeling or exterior modifications to homes after construction has been completed. The Guidelines and procedures depicted here are the criteria that must be met in order to build. Compliance with these Guidelines in no way guarantees any particular construction result within Tumbleweed Estates. In addition, these Guidelines are not, and are not to be construed as, a recommendation of endorsement by Declarant, Tumbleweed Estates Homeowners Association, Inc. (the “*Association*”), or by its Board of Directors (the “*Board*”) or the ARC of any particular plan, design, or building material which may be contained herein. Neither the Declarant, the Association, the Board, nor the ARC shall be held liable or bear any responsibility for any injury, damages, or loss arising out of the manner or quality of construction on any property within Tumbleweed Estates or any modifications thereto.

Site Planning

Blending Development with the Natural Environment

Site planning at Tumbleweed Estates is the combining of design and land planning principles that allow the vision for this exceptional neighborhood to become a reality. Commitment to conservation with preservation and enhancement of the natural environment is balanced with sensitivity to the economy and efficiency of contemporary building and construction. Respect for El Paso's building heritage is also included. These Guidelines are meant to encourage creativity in planning and building in Tumbleweed Estates.

Building Envelope

The home sites have been configured so that each home can be located in a manner that allows the enjoyment of the scenic beauty, extraordinary views and surrounding natural environment. To ensure that these qualities are protected, each home site has a designated area within which building shall occur called the “*Building Envelope*.” This boundary delineates the maximum area in which any proposed building or improvement must fit. The Building Envelope for the home sites shall be the area created by the required setbacks from property line per County of El Paso Zoning Ordinance are as follows:

- 15 feet from the front property line

- 5 feet from the side property lines
- 5 feet from the side yard abutting a side street
- 15-feet from the rear property line

Refer to the attached Tumbleweed Estates Subdivision Site Plan. Driveways must provide a minimum of 20 feet for parking cars in front of the garage doors as required by the County of El Paso Public Works Department.

Front Yard

The front yard of each home shall be the area between the front property line and the front of the home. The 10' utility easement is provided for the placement of utility connections and underground electric lines. The following utility connections will be placed behind the curb and within the 10' utility easement:

- water meter near the middle of the front of the home site
- sewer tap at the low side of the home site
- electrical transformers at one corner of selected home sites, as required by the El Paso Electric Company.

The Declarant can provide the locations of the utility connections for each home site.

Private Areas

Private areas are those outdoor living areas enclosed by low walls or privacy walls to separate the areas from the natural areas and front yard. These include courtyards, backyards, side yards and pool areas.

Drainage

Design Objectives: To provide safe and efficient drainage and minimize concentration of the natural runoff on the property to prevent erosion of the slopes.

- Techniques to assure compliance with these provisions must be shown in drainage plans, included with construction plans, that shall be approved by the ARC prior to construction.

Parking: Garages & Driveways

Design Objective: To allow each home adequate parking while minimizing the impact of the parking areas.

Garages

- Each home site shall contain a minimum two-car garage, and in the case of a duplex, a minimum one-car garage, either attached or detached from the home. No garage shall be used for any purpose other than vehicle parking and storage of personal property and shall not be converted to or used for residential or living purposes.
- Trailers, Boats, motor homes, and other recreational vehicles are not allowed in Tumbleweed Estates.

Driveways

- Driveways shall be located so as to minimize their visual impact on the home.
- Driveway widths and surface area shall be minimized.
- Only one driveway with one curb cut is encouraged for each home site.
- The use of colored concrete, flagstone or other hard surface materials is encouraged. The material chosen shall reflect warm rich desert hues, be low in reflectivity and compatible with the surrounding natural environment.
- With the approval of the ARC, freestanding walls, planters or gateposts may be allowed at the driveway entrances to the street with appropriate setbacks and clearances. These shall not be built within the 10' utility easement. No driveway entrance shall be designed as a "drive under" using beams or arches spanning the driveway entrance.

Site Walls

The following are the wall types for Tumbleweed Estates.

Retaining Walls: Walls that structurally create transitions between grade changes, integrate grade changes, integrate buildings with their site and which minimize the impact of grading. Privacy and view walls may be constructed on top of retaining walls.

Privacy Walls: Walls placed to provide privacy between homes, to provide screening or enclose an area such as a front courtyard and rear yards. Privacy walls enclose private space and often are attached to buildings.

View Walls: Walls that provide security but allow views through to vistas and open space with the use of wrought iron.

- Wall materials that are permitted for use:
 - Quarried rock of the same type as used at the entrances to Tumbleweed Estates
 - Ornamental iron or metal. Design and color must match throughout subdivision per design provided as part of this document and approved ARC.
- These wall materials and designs shall not be used:
 - Field Stone or Rubble Rock
- Siding or wood picket
 - Chain link, with or without metal/fiberglass slates (other than temporary construction fencing)
- Quarried rock shall be laid to emphasize the color and texture of the rock. Heavily recessed mortar or "mortarless" techniques are required to create distinctive walls.

The ARC must approve all wall materials and colors prior to construction of walls based on guidelines outlined above.

Lighting Standards

- Exterior fixtures not mounted on a building must be located and oriented to focus light inward to minimize light encroachment onto neighboring areas and homes.
- Building mounted exterior lighting must be directed downward and away from adjacent homes, streets and open spaces. The fixtures shall be mounted no higher than the line of the first story eave or, where no eave exists, no higher than 12 feet above finished grade.

- Walkways from the street to the front door and around the driveway should be the minimum necessary for safe passage.
- Lighting of plant materials shall be achieved with hidden light sources. These can include surface mounted fixtures on the ground and lamps hidden by plant materials.
- Game court light fixtures must be fully shielded with sharp cut-off lighting, and comply with all other type and shielding requirements outlined in these Guidelines.
- Security lighting directed away from the home and activated by heat, movement, etc. are permissible but must not remain on constantly or be used as general lighting. Placement should be shown on the plans. Alternatives to floodlight type security lighting must be used.
- Warm white and natural lamps are preferred.
- Any additions or changes must be approved by the ARC.

Shielding and Filtering Requirements

Proper shielding and filtering must be considered in the selection of light fixtures to reduce ambient light.

Definition: Fully Shielded: Exterior light fixtures shielded or constructed so that the installed fixture emits no light rays at angles above the horizontal plane.

Definition: Partially Shielded: Exterior light fixtures shielded or constructed so that the installed fixture emits no more than ten percent of the light rays at angles above the horizontal plane.

Other Site Design Features

Mailboxes

- Postal service group mailboxes shall be located at the entrances or other location Declarant negotiates with the U.S. Postal Service.

Basketball hoops and backboards

- May be installed at any home but must be in the backyard. Particular attention should be given to the privacy of adjacent home sites. Basketball or any other activities that create noise must close by 10:00 PM.

Antennae

- Antennae and satellite dishes must be shielded from view from Common Areas and streets.

Service Yard

- All garbage and trash containers, mechanical equipment, and other outdoor maintenance and service facilities must be screened from other homes. An area for storage of garbage containers will be included in the ARC plans of each home and constructed by the builder.

Signage

- Each builder shall be allowed the following signs:
 - one sign no larger than 4'x4' mounted on posts in the front yard of the home being constructed

- Builders and Realtors will be allowed to each post one 18"x24" sign on the backdrop for the community they are building in or representing
- Builder shall install address identification. Address numbers must be integrated into building walls or freestanding walls and must be of materials and colors that harmonize with the home design.

Animals

- No animals, livestock, birds, or fowl of any kind other than customary domesticated household pets belonging to the family owning a Lot in a reasonable number, as determined by the Board of Directors of the Homeowners Association, shall be kept, raised, bred or maintained on any part of the Property.

Architecture

No residence should stand so apart in its design or construction as to detract from the visual harmony of the community. Builders and architects/designers are required to design homes to capture the qualities of _____ architecture. All plans for homes to be constructed shall be approved by the ARC.

Single Family Dwelling

No structures shall be erected, altered, placed or permitted to remain on any Lot other than one Single Family Dwelling for private use, together with other customary improvements. No Lot or Lots shall be subdivided. The living area of any single Family Dwelling shall not be less than 1,300 square feet.

Building Heights

The maximum overall building height shall not exceed:

- 35'-0" measured from the lowest natural grade adjoining the living space to the highest point on the building (except chimneys). Pitched roofs are measured to the ridge.
- and 28'-0" maximum height of any wall measured from the highest natural grade adjoining each wall, to the highest point on each wall (except chimneys).
- If a walkout basement design is used, the maximum height allowed from the lowest natural grade adjoining the living space to the highest point on the building (except chimneys) shall be 38'-0". The County of El Paso Code defines a basement as a structure with ___% or more of the walls surrounded by earth.

Accessory Living Quarters

Accessory living quarters are not permitted.

Colors

Southwest colors are warm, rich, desert hues with accents of complementary tones reflecting the landscape of the Southwest desert. Colors for exterior walls and roofs shall reflect the color of the earth and vegetation of Tumbleweed Estates. Accent colors to make an area or architectural feature more prominent shall not be used on more than ten percent (10%) of the exterior to avoid being visually distracting. These colors include the bright hues of desert flowers. All color reflection must be approved by the ARC prior to application of paints or materials.

Materials

Exterior surfaces must be materials that harmonize with the natural landscape as well as provide an outer skin to withstand El Paso's climate extremes. These exterior materials are:

- Stucco
- Ceramic tile
- Wood
- Glass Block
- Natural and/or man-made stone
- Brick- Accent only
- Ornamental Iron (to follow provided design)
- Other materials will be considered by the ARC
- Stone or concrete columns

These exterior materials shall not be used:

- Exposed standard concrete block

Accent materials should be specified on the plans submitted to the ARC. All exterior materials should be approved by the ARC prior to application or construction.

Roofs

- Roofs must have a non-reflective surface.
- Flat roofs must be painted to match the stucco or exterior wall color.
- Roof mounted appurtenances (air conditioning/heating units, solar panels, vent pipes, etc) shall be totally screened from view as part of the architectural style of the building and not visible from the streets.
- Parapet copings shall either be integral stucco, brick, pre-cast concrete or stone.
- Gutters, down spouts, scuppers, overflows, canals and other water capture/control devices must be an integral component of the building's design.

Permitted Roof Materials:

- Concrete or clay roof tiles
- Built-up roofing (non-reflective) for flat roofs
- Single ply membrane (non-reflective) for semi-flat roof only
- Premium shingle (to be approved by the Board)
- Standard grade asphalt shingles
- Other materials may be reviewed by the ARC

These roofing materials shall not be used:

- Corrugated galvanized or unpainted metal

Chimneys

Metal flue stacks must be hidden and the chimney details should match the architectural style of the home.

Elevated Decks

- Deck support columns must have visual mass and size to give the appearance of substance.
- Second story or elevated decks shall be of materials and colors integral to the home.
- Detail of the flashing and scuppers to handle drainage should blend with the rest of the home. Sheet metal must be coated with a non-reflective coating.
- If the undersides of the decks are visible, they should be detailed to blend with the architectural style of the home.
- Deck lighting shall comply with lighting standards in these Guidelines.

Garage Doors

- Design and materials must be integrated with those of the home.
- Side entry garages are preferred to those fronting the street.
- If the garage faces the street, no more than two vehicle entrances shall be in the same plane.
- Garage doors shall be recessed from the face of the main wall a minimum of 12 inches.

Patio Roofs and Shades

Patio roofs, shade covers and similar structures must have the same architectural lines and be constructed of materials and colors to match or complement the architectural style of the building. Patio roofs must not appear as additions.

Landscaping

After completion of the single family dwelling on a Lot, the builder shall install landscaping or appropriate ground cover on the unimproved portion of the front yard. Grass, weeds, vegetation and other landscaping on each Lot shall be maintained and trimmed at regular intervals. The homeowner is responsible to water vegetation and to maintain rock walls.

Landscaping Areas

The area in front of and to the sides of the home up to the front of the privacy wall. After completion of the single family dwelling on a lot, the builder shall install landscaping or appropriate ground cover on the unimproved portion of the front yard.

Trees, shrubs, vines and plants that die should be replaced and promptly removed from the yard and replaced. Fences, walls, and irrigation systems will be repaired and maintained. Landscaping plans showing the location, size and species of trees and shrubs, a complete plant list, turf mixtures, irrigation plan and planting specifications shall be developed for the Lot. The landscape plans for the Lot nor the species of trees, shrubs, and plants cannot be changed without the approval of the HOA and the ARC. The homeowner must complete the backyard landscaping in no more than six months after closing.

Design Review Procedures

The Design Review Process provides the Owner checkpoints to confirm that their home is designed to meet these Architectural Guidelines. Each step is intended to minimize costs, time and delays. Each Owner is responsible for complying with the Guidelines and all other applicable provisions of the Declaration, as well as all the rules and regulations of the County of El Paso, in order to bring the design review process to a speedy and satisfactory conclusion.

Please acknowledge that you have reviewed the Declaration of Covenants, Conditions and Restrictions and the Architectural Guidelines and understood and will comply fully by signing below.