

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

LAKESIDE SUBDIVISION, PHASE 1

652768

THE STATE OF TEXAS S

COUNTY OF WEBB S

THIS DECLARATION is made by LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company (the "Declarant").

WHEREAS, Declarant is the owner of that certain real property which has been subdivided and platted into residential lots and is known as Lakeside Subdivision, Phase 1, (the "Subdivision"), City of Laredo, Webb County, Texas, more fully described as follows:

Lots 1 thru 17 inclusive, Block 1; Lots 30 thru 32 inclusive, Block 1; Lots 1 thru 8 inclusive, Block 2; Lots 15 thru 21 inclusive, Block 2; Lots 1 thru 5 inclusive, Block 3; Lots 1 thru 13 inclusive, Block 5; Lots 1 thru 9 inclusive, Block 6; Lots 11 thru 15 inclusive, Block 6; Lots 1 and 2, Block 8; Lots 20 thru 26 inclusive, Block 8; Lots 1 thru 14 inclusive, Block 9; Lots 1 thru 9 inclusive, Block 10; Lots 1 thru 4 inclusive, Block 11; Lots 1 thru 16 inclusive, Block 12; Lots 1 thru 16 inclusive, Block 13; Lots 1 thru 5 inclusive, Block 14 and Lots 1 thru 5 inclusive, 17, 18 and 19, Block 15, all in the Lakeside Subdivision, Phase 1, situated in the City of Laredo, Webb County, Texas according to plat recorded in Volume 18, pages 82-83, Plat Records of Webb County, Texas;

WHEREAS, Declarant also owns that certain tract of real property described as follows, which Declarant intends to serve as all or part of the Common Area for the benefit of owners of lots within the Subdivision:

THE SURFACE ONLY of a 70.335 acre tract, more or less, being described by metes and bounds in that certain Warranty Deed with Vendor's Lien dated August 13, 1997, executed by John Joseph Jacaman, et al, to Lakeside Subdivision, L.L.C. recorded in Volume 541, pages 44-55, Webb County Official Public Records.

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

WHEREAS, Declarant desires to ensure the preservation of the values and amenities in the Subdivision and the maintenance of the Common Facilities, and to this end desires to subject the Subdivision together with any additional property made subject to this Declaration, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and each of the owners; and

WHEREAS, Declarant has deemed it desirable to create an "Association" to which should be delegated and assigned the powers of maintaining and administering the Common Facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges created by this Declaration; and

WHEREAS, the LAKESIDE COMMUNITY ASSOCIATION has been incorporated under the laws of the State of Texas as a non-profit corporation for the purposes of exercising the functions of the Association;

NOW THEREFORE, Declarant declares that the Lakeside Subdivision shall be subject to the jurisdiction and assessments of the Lakeside Community Association and shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, restrictions, easements, charges and liens set out in this Declaration.

ARTICLE I.

DEFINITIONS

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

(a) "Association" shall mean and refer to the LAKESIDE COMMUNITY ASSOCIATION, a Texas non-profit corporation, its successors and assigns as provided for herein.

(b) "Properties" shall mean and refer to the above described residential lots known as Lakeside Subdivision, Phase 1 and additions thereto, as are subject to this Declaration or any Amended or Supplemental Declaration.

(c) "Lot" shall mean and refer to each of the above-described 8 separately numbered plots of land, being all of the numbered Lots in the Subdivision with the exception of the Common Area, multi-family and commercial lots.

(d) "Subdivision Plat" shall mean and refer to the map or plat of the Lakeside Subdivision, Phase 1, filed of record in Volume 18, pages 82-83, Plat Records of Webb County, Texas and any amendment thereof upon filing of same for record in the Plat Records of Webb County, Texas.

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

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

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

(h) "Declarant" shall mean and refer to Lakeside Subdivision, L.L.C., a Texas limited liability company, its successors or assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

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

(j) "Common Areas" and "Common Facilities" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. The initial Common Area to be conveyed to the Association prior to, or simultaneous with, the conveyance of the first Lot consists of the tract of land above-described and containing 70.335 acres, more or less. In addition, Common facilities may include, but are not necessarily limited to the following: recreational facilities, entry signs or monuments, sprinkler systems, parkways, medians, islands, landscaping, walls, safety lanes, bridges, greenbelts, drainage ways and drainage channels, swales, ponds, culverts, pipes, signs, lights and other similar or appurtenant improvements.

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

(l) "Board of Directors" and "Board" shall mean and refer to the Board of Directors of the Association, the election and procedures of which shall

be as set forth herein and in the Articles of Incorporation and By-Laws of the Association.

(m) "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for the Lakeside Subdivision, and any amendments, annexations and supplements hereto made in accordance with the terms hereof.

(n) "Master Plan" shall mean that certain preliminary plan of development for that parcel of about 210.543 acres which is more fully described or depicted on Exhibit "A" attached hereto, the original of which plan is maintained at Declarant's offices. The Master Plan reflects non-residential and multi-family development for a portion of said parcel and is not binding on Declarant and may be amended by Declarant from time to time.

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

(p) "Community Park" shall mean that certain park area to be developed within the Common Area for the exclusive use and enjoyment of the Owners of Lots within the Subdivision.

ARTICLE II.

SUBDIVISION PLAT AND CERTAIN EASEMENTS AND USE

Section 1. Subdivision Plat. The Subdivision Plat establishes certain easements, dedications, limitations and restrictions applicable to the Properties. All such easements, dedications, limitations and restrictions shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying said property or any part thereof.

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

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

ARTICLE III.

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, occupied or used subject to this Declaration are all of the separately numbered residential lots shown on the Subdivision Plat, which real property is sometimes hereinafter referred to as the "Existing Property".

Section 2. Additions to Existing Property. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration, without the consent of Owners, the Association or its Members, additional properties in future stages of the development; provided that such additions lie within the area depicted on the Master Plan and described on Exhibit "A" attached to this Declaration or within the area adjoining the property described on the Master Plan. Declarant, its successors and assigns, shall not be bound to make any additions to the Existing Property or to follow any particular type of development which may be reflected on the Master Plan. Any additions authorized under this section shall be made by filing of record a Declaration of Covenants, Conditions and Restrictions or similar instrument with respect to such additional property which shall extend the general scheme of the covenants and restrictions of this Declaration to such property and the execution thereof by the Declarant shall constitute all requisite evidence of the required approval thereof. Such document may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands and are consistent with the overall development. In no event, however, shall any such instrument be construed so as to revoke, modify or add to the covenants established by this Declaration as they are applicable to the Subdivision.

ARTICLE IV.

CLASSES OF MEMBERSHIP

The Association shall have the following classes of membership:

Class A. Class A Members shall be all Owners of Lots within the Subdivision with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold fee simple title. When more than one person holds such interest or interests in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three votes for each Lot in which they hold fee simple title provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

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

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be Class A Member entitled to one vote for each Lot owned.

ARTICLE V.

PROPERTY RIGHTS IN THE COMMON FACILITIES

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3 of this Article V, every Member shall have a common right and easement of enjoyment in and to the Common Facilities and such

right and easement shall be appurtenant to and shall pass with the title to every Lot.

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

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

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

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

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

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

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

Section 3. Title to Common Areas. The Association shall own the initial Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be established. From and after the date on which title to any Common Area vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit for the Association and its members covering occurrences on the Common Areas. The policy limits shall be determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of members, Directors and the management company retained by the Association (if any) insuring each against liability to each other insured as well as third parties.

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

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

ARTICLE VI.

ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements or extraordinary expenses, such assessments to be fixed, established and collected from time to time as provided in the Declaration. The annual and special assessments, together with any interest and costs of collection,

shall be a continuing lien upon the Lot against which each such assessment is made and shall also be the personal obligation of the person who was the Owner of such at the time the obligation accrued.

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

Section 3. Annual Assessments. The annual assessments for Lots shall be determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made, but until January 1, 2000, the annual assessment for Lots shall not exceed \$600.00. From and after January 1, 2000, the maximum annual assessment for Lots may be as provided in Section 5 hereof. Notwithstanding anything to the contrary contained in Article VI of this Declaration, the annual assessment on each Lot owned by Declarant on which the construction of a Living Unit has not been commenced shall be twenty-five percent (25%) of the annual assessment for Lots.

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

Section 5. Maximum of Annual Assessments. For all annual assessments accruing on or after January 1, 2000, the maximum annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than twenty-five percent (25%) above the annual assessment for the prior year. Any increase of the maximum annual assessment beyond that above provided for action by the Board alone shall require approval of two-thirds (2/3) vote of a quorum of each class of Members voting at a meeting duly called for the purpose.

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

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

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all Lots on conveyance by Declarant of the first Lot. The first annual assessments shall be made for the balance of the year 1999. Beginning January 1, 2000, the assessments for each calendar year shall become due and payable and shall be collected quarterly in advance. The amount of the annual assessment which may be levied on a Lot for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 as the remaining number of months in that year bear to twelve. The due date of any special assessment under Section 4 shall be fixed in the resolution authorizing such assessment.

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

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

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

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

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

ARTICLE VII.

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Creation and Membership. There shall be an Architectural Control Committee for the Subdivision. The Committee shall initially have three members only and the initial members shall be Edward G. Brittingham, III, Thomas D. Brittingham and Lula Morales each of whom shall serve until his successor is named. The initial street address of the Committee shall be and its initial mailing address is 5615 San Dario, Suite 101, Laredo, Texas 78041. So long as Declarant shall own any Lot subject to the jurisdiction of

the Association, Declarant shall have the right to appoint all members to the Committee, including the right to fill any vacancy or add members to the Committee and Declarant may remove members from the Committee for any or no reason. Declarant or the Committee may create subcommittees to deal separately with review of new home construction plans and renovation plans. When Declarant no longer owns any Lots subject to the jurisdiction and assessments of the Association, the Board of Directors of the Association shall have the right and obligation to appoint members of the Committee which shall thereafter serve as to Lots within the Lakeside Subdivision. In the event any vacancy on the Committee shall continue for 60 days while Declarant has the power of appointment of Committee membership, then the Board of Directors may fill such vacancy by appointment provided it shall first give Declarant written notice of such vacancy and 30 days within which to make such appointment.

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

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

Section 3. Procedures. Within thirty (30) days after the Owner has submitted to the Committee the Required Plans and written notice that the Owner desires to obtain ACC approval, the Committee shall notify Owner in writing whether the Required Plans are approved or disapproved. If plans and specifications are not sufficiently complete or are otherwise inadequate, the ACC may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance. In the event the plans submitted by the Owner have not been approved or disapproved within thirty (30) days after being submitted, the plans so submitted will be deemed to have been approved but a deemed approval shall not permit a violation of any of the terms of this Declaration nor extend to any deviation from or alteration to the plans actually submitted nor to any matter requiring written variance. A majority of the Committee may act for the Committee and no notice of any of its meetings shall be required. In the event a vacancy on the Committee shall arise, the remaining member or members of the Committee may fill such vacancy by appointment, and if they fail to do so within 30 days, then Declarant may do so.

Section 4. Application Fees. The Committee shall establish, promulgate and charge reasonable fees for its review and approval of applications required to be submitted to it. The initial fees shall be \$75.00 for review of new home construction and \$35.00 for other applications.

Section 5. Powers. The goal of the Committee is to encourage the construction of dwellings of good architectural design, quality and proper size compatible with Declarant's conceptual plan for the subdivision. Dwellings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials, which in the sole judgement of the Committee, create an attractive and harmonious blend with existing and proposed dwellings in the immediate area and the natural surroundings. To this end, and as an aid to Owners and builders, the Committee shall have the right to publish Architectural Design Guidelines for the subdivision which shall be binding on the Owners of all

Lots and shall not contradict the express terms hereof, but which may contain supplemental terms and additional detail governing permissible and required improvements and materials therefor within the Properties. The Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one interpretation. The Committee may disapprove the construction or design of a home on purely aesthetic grounds where, in its sole judgement, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners or to preserve the serenity and natural beauty of any surroundings. The Committee may dictate certain aesthetic limitations on improvements, whether or not mentioned herein, such as the placement of driveways, limitation of street access to certain Lots and limitation on heights of certain wall or fences. The foregoing list is not meant to be all inclusive. Members of the Committee and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for damage or loss arising out of their acts hereunder. The Committee's evaluation of Required Plans is solely to determine compliance with the terms of this Declaration of the proposed improvements. The Committee disclaims any responsibility to determine compliance with any applicable building code or other standard for construction.

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

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

ARTICLE VIII.

USE RESTRICTIONS

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

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

Section 3. Size and Height. No building or structure erected, altered or placed on, within or in the Properties shall exceed two and one half (2.5) stories in height without the written consent of the Architectural Control Committee; provided, however, that all applicable ordinances, regulations and statutes with respect to the maximum height of building and structures shall be complied with at all times. Applications for variance of this height limit shall require sketches and data reflecting the elevations and heights of structures on adjacent Lots.

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

A. Lots 1 thru 17 inclusive in Block 1; Lots 1 thru 8 inclusive and Lots 15 thru 21 inclusive in Block 2; and Lots 1 thru 5 inclusive in Block 3 - 1,800 sq. ft.

B. Lots 1 thru 13 inclusive in Block 5; Lots 1 thru 9 inclusive and 11 thru 15 inclusive in Block 6; Lots 1 and 2 and 20 thru 26 inclusive in Block 8 - 2,000 sq. ft.

C. Lots 30, 31 and 32 in Block 1; Lots 1 thru 4 inclusive in Block 11; Lots 1 thru 16 inclusive in Block 12; Lots 1 thru 16 inclusive in Block 13; Lots 1 thru 5 inclusive in Block 14; and Lots 1 thru 5 inclusive and 17 thru 19 inclusive in Block 15 - 2,200 sq. ft.

D. Lots 1 thru 14 inclusive in Block 9; Lots 1 thru 9 inclusive in Block 10 - 2,500 sq. ft.

In addition to the foregoing requirements, absent the express written waiver of the Architectural Control Committee, every residence more than one story in height on a Lot with a minimum square footage of 2,000 sq. ft. or less shall have a first floor with a minimum of 1,200 sq. ft. and on a Lot with a minimum square footage of 2,200 sq. ft. or more shall have a first floor with a minimum of 1,400 sq. ft.

Section 4. Placement of Structures on Lots and Sideyards. All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with the setback distances set forth on Exhibit "B" attached hereto and incorporated herein and those shown on the Subdivision Plat. Eaves of buildings and box windows

shall not be deemed to be a part of a building or structure for the purpose of these covenants and setback requirements. In no event shall the eaves of adjacent homes be less than four feet apart at any point. In no event may any structure be constructed or maintained upon any utility or other easement.

Section 5. Radio or TV Antennae. No radio or television aerial wires or antennae or other radio or television related apparatus or equipment shall be placed or maintained on any residence or on any other exterior portion of a Lot. A satellite disc or dish may be placed on a Lot where not visible from a street or adjacent Lots and where such location does not adversely affect the view from an adjacent Lot.

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

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

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

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

Section 8. Fences. All fences on lots within the Subdivision shall be 6 feet high and of all masonry construction except as expressly provided in this Declaration. Fences located between the main structure and any side Lot line (wing walls) shall be required and shall be all masonry. Fences located along a side or rear Lot line adjoining another Lot shall be required and shall be all masonry or wood cedar privacy fencing on lots with a minimum living area of 2,000 sq. ft. or less and masonry on lots with a minimum living areas of 2,200 sq. ft. or greater. Fences adjacent to a street on corner lots shall be required to be set back at least ten feet (10') from the property line and shall be all masonry fencing. All masonry columns shall be a minimum size of sixteen (16") inches square. A site plan reflecting fence location as well as a diagram detailing materials, elevations, and style is to be submitted and approved by the ACC prior to installation.

ALL LOTS ABUTTING THE COMMUNITY PARK SHALL HAVE A BLACK WROUGHT IRON FENCE AT LEAST 6 FEET IN HEIGHT. THE DESIGN OF THE FENCE SHALL BE PROVIDED BY THE ACC SO THAT ALL FENCES ABUTTING THE COMMUNITY PARK SHALL BE OF SIMILAR DESIGN, HEIGHT AND COLOR.

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

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

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

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

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

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

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

Section 9. Garages. An enclosed garage able to accommodate at least two (2) automobiles must be constructed and maintained for each residence. With the Committee's written approval, a garage within a model home may be allowed as a builder's sales office but must be reverted to use as a garage upon the conveyance or occupancy of home by a resident. All garage doors shall be equipped with functioning automatic garage door opener. Stamped steel garage doors will not be allowed without a variance from the ACC.

Section 10. Roofing and Pitch Requirements. The surface of roofs of principal and secondary structures, including garages and domestic living quarters, for all Lots with the required minimum square footage of 2,200 or greater shall be of slate, concrete tile or pre-finished metal of a color approved by the ACC, using standing or battened seams. The surface of roofs of principal and secondary structures, including garages and domestic living quarters, for all other Lots shall be of the above stated materials or they may be textured (irregular tab, high profile) composition shingles of 320 pound weight or more. No white or shiny metal roofs shall be permitted. Unfinished metal (such as copper) may be utilized with the written consent of the ACC. The Architectural Control Committee shall have the authority to approve other roof treatments and materials if, in its sole discretion, it determines that the form utilized will be harmonious with the surrounding homes and Subdivision as a whole. Skylights shall be installed so as not to be visible from the street adjoining the Lot on which the residence is constructed.

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

The Architectural Control Committee may establish additional roofing criteria.

Section 11. Masonry. The exterior walls of the main residence building constructed on any Lot shall be composed of masonry or masonry veneer for not less than seventy percent (70%), said percentage to apply to the aggregate area to all walls, inclusive of door, window and similar openings.

The exterior of all chimneys shall be one hundred percent (100%) masonry of a type and color matching that of the exterior walls of the residence. The Architectural Control Committee is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design or material and the resulting structure will not detract from the general appearance of the neighborhood. The builder of each residence and building shall, to the extent possible, minimize the amount of exposed foundation below the brick lug. No more than twelve inches (12") of concrete slab shall be exposed to view from any street, any such excess shall be concealed by an approved masonry or masonry veneer. As used herein, masonry or masonry veneer includes stucco (minimum of 1/4 inch), stone, rock, ceramic tile, clay, brick and other materials approved by the Architectural Control Committee but shall not include concrete or concrete block. The Architectural Control Committee must approve the color of all masonry and all exterior portions of all buildings. Once approved, the color may not be changed or without approval of the Architectural Control Committee.

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

Section 12. Landscape and Screening. In connection with the initial construction of a residence, each Owner or his builder will furnish the Architectural Control Committee a detailed landscaping plan which shall comply with the requirements from time to time promulgated by the Architectural Control Committee. Any landscaping shown on the plan approved by the Architectural Control Committee, and all sodding as below required, must be fully installed on a Lot prior to its occupancy as a residence. After a landscaping plan has been approved and instituted, each Owner is required to submit to the Architectural Control Committee a written request for any change in the plan, each such Owner shall at all times maintain the minimum required vegetation, and each Owner shall be charged with the responsibility of replacing any removed.

The Committee may establish the minimum landscaping requirements which may vary based on the minimum size requirements of the residence. Unless and until such time as the Committee shall establish any different requirements, the minimum, landscaping requirements for each Lot will include the following materials which are hardy in South Texas, and have low or moderate water and maintenance requirements:

(a) A minimum of two (2) trees with each tree to be at least 3 inch caliper x 10 feet height to remain planted in the front yards of Lots with a minimum square footage of 2,000 sq. ft. or less.

(b) A minimum of two (2) trees with each tree to be at least 6 inch caliper x 10 feet height to remain planted in the front yards of Lots with a minimum square footage of 2,200 sq. ft. or more.

(c) NO TREES SHALL BE ALLOWED ON THE SIDE YARD SETBACK AREAS OF LOTS ABUTTING THE COMMUNITY PARK UNLESS SPECIFICALLY APPROVED IN WRITING BY THE ACC.

(d) Complete sodding in the front yard and for corner lots along the side yard adjacent to a street is required with grass or such other ground cover as approved by the ACC.

(e) Not less than 10 foundation shrubs of five gallon size and 30" height.

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

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

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

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

Section 14. Windows, Doors, and Glass; Window Air Conditioning Units and Burglar Bars Prohibited. Windows shall be wood, vinyl or factory or job-finished painted metal windows, all of which shall be in a color approved by the Architectural Control Committee. No unfinished metal windows shall be used. The back of all window coverings shall be a neutral color. The design of windows may be double or single hung, casements or projecting, except that, as necessary, sliding windows may be single pane. All glass in exterior windows shall be of a color or tint and type approved by the Committee. No reflective glass is permitted. Wooden doors are encouraged but high quality metal doors, or an approved color, will be considered for approval except for garages where visible from a street. No burglar bars, which are visible from the street, will be installed on any windows, doors or other openings of a dwelling or garage situated within the Subdivision. No window air conditioning units shall be installed on any dwelling within the Subdivision.

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

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

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

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

Section 19. Signage. No signs of any kind shall be displayed to the public view on any Lot including, but not limited to, the displaying of any signs which advertise the Lot or improvements for sale or lease, except as expressly permitted herein or by the Architectural Control Committee. Each

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

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

Notwithstanding the foregoing provisions, Declarant reserves unto itself the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as Declarant in its sole discretion may determine to be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. In addition, each Owner shall have the right to erect, place, and maintain on his Lot such temporary facilities other than mobile trailers or similar vehicles as may be necessary or convenient for construction of a residence thereon and each Owner engaged in the construction of residences within the Properties for sale shall have the right to erect, place, and maintain temporary facilities for offices, storage, and accumulation of reasonable amounts of construction debris while so engaged in the construction of residences within the Properties.

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

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

Section 22. Animals. No sheep, goats, horses, cattle, swine, poultry, snakes, livestock or other animals of any kind shall ever be raised, kept, bred or harbored on any portion of the Properties, except that dogs, cats or other common household pets (not to exceed a total of five (5) "adult animals" which term "adult animals", for the purposes of these covenants, is defined as animals which are one (1) year of age or older) may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Common household pets shall at all times, except when they are confined within the boundaries of a private single-family residence or Lot upon which same is located, be restrained or controlled by a leash, rope or similar restraint or a basket, cage or other container and shall be maintained in accordance with all applicable municipal and other laws.

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

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

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

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

A. No Owner of any Lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically, and without limitation, no Owner may:

- (1) Alter, change or modify the existing natural vegetation or design of the drainage easements in a manner that changes the character of the design or original environment of such easements; or
- (2) Alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Architectural Control Committee; or
- (3) Construct, erect or install a fence or other structure of any type or nature within or upon such drainage easement; provided however, fences may be permitted in the event proper openings are incorporated therein to accommodate the natural flow of water over said easement; or
- (4) Permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
- (5) Place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

THE SUBDIVISION PLAT MAY REFLECT THAT CERTAIN PORTIONS OF THE SUBDIVISION ARE ANTICIPATED TO ACCEPT SURFACE WATER RUNOFF FROM OTHER PROPERTIES. BY ACCEPTANCE OF A DEED TO ANY LOT, EACH OWNER COVENANTS AND AGREES TO ENSURE SUCH LOT IS GRADED AND MAINTAINED IN ACCORDANCE WITH THE GRADING PLAN, THAT THE DRAINAGE OF SUCH LOT IS MAINTAINED IN ACCORDANCE WITH

THE GRADING PLAN AND THAT HIS LOT IS MAINTAINED TO ACCEPT SURFACE WATER RUNOFF IN ACCORDANCE WITH THE SUBDIVISION PLAT.

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

Section 26. Maintenance of Easements. By acceptance of a deed to any one or more Lots, the Owner thereof covenants and agrees to keep and maintain, in neat and clean condition, any easement which may traverse any portion of said Lot or Lots, including, without limitation, by removing weeds, mowing grass and trimming shrubbery and trees, if any, within such area.

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

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

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

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing ten (10) days from date of a written notice thereof deposited in the United States mails, Declarant, or the Association may, without liability to Owner or any occupants in trespass or otherwise, enter upon said Lot, cut or cause to be cut, such lawn, weeds and grass and remove or cause to be removed, such dead vegetation, garbage, trash and rubbish or do any other thing necessary to secure compliance with the terms of this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work, plus a reasonable administrative charge and reasonable attorney's fees. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof.

Until a Living Unit is built on a Lot, Declarant may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed therefrom. Declarant may also, at its option, remove any excess building materials or building refuse situated on a Lot in violation of this Declaration. The Owner of such Lot shall be obligated to reimburse Declarant for the cost of any such maintenance or removal upon demand.

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

Each Owner shall be responsible for the maintenance of the Lot upon closing and shall keep all portions thereof free of unusable building materials, debris and rubbish during the construction period. Owner shall provide sanitary bathroom facilities to accommodate all contractors and subcontractors during the construction period. If Owner fails to maintain his Lot, it is Declarant's and/or the Association's option to initiate the cleanup or place facilities on the Lot at the sole expense of Owner, which cost shall be payable on demand.

Any sum due in connection with the provisions of this Section 27 shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due and may be enforced in accordance with the provisions hereof or otherwise as provided by law.

Section 28. Sidewalks and Driveways. All sidewalks required by the ordinances of the City of Laredo shall be constructed by the Owner, be situated four (4) feet from the back of the curb, be four (4) feet wide and of concrete construction. All driveways shall be pebble finish concrete, smooth or broomed finished concrete or other hard surfaced material of a finish and composition approved by the Committee. Driveways areas within a street right of way and abutting a sidewalk shall be of concrete similar to the sidewalk. Asphalt paving and loose gravel driveways are prohibited. All driveway locations must be shown on the Required Plans and shall require approval by the Committee. No curbs shall be permitted without approval of the Committee. Circular driveways are permitted where approved by the Committee but shall not be more than twenty feet (20') in width absent the express approval of the Committee. Builders and contractors are required to clean streets immediately after aggregate finished walks have been washed. Any obstruction on a sidewalk is strictly prohibited.

Section 29. Mail Boxes Prohibited. No mail boxes or similar receptacles shall be erected and maintained on a Lot without the prior written approval of the ACC.

Section 30. Outside Parking and Storage of Vehicles etc. No boat, trailer, tent, recreational vehicle, camping unit, wrecked, junked, inoperable, self propelled or towable vehicle, equipment or machinery of any sort shall be kept, parked, stored or maintained in the driveway of front yard of any house, or on the exposed sideyard of any corner lot, or parked on any street within the Subdivision except in strict accordance with the exceptions herein provided. All such vehicles shall be kept, parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent lots, all Subdivision streets and all Common Area. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted in any front yard, driveway, or within view of an adjacent street. No commercial vans or vehicles bearing commercial insignia or names, and no semi-tractors (with or without trailers) or trailers, shall be parked on any Lot or Subdivision street except solely for (a) a van owned by a resident which shall at all times be parked within an enclosed garage attached to the residence and with the garage doors closed; or (b) a commercial vehicle servicing a residence or lot which shall only remain in the driveway or on the street for the minimum amount of time necessary to service the resident or Lot. No camper, boat, trailer, equipment or machinery shall be parked in front of any residence for a period in excess of twenty-four (24) consecutive hours. No more than two automobiles, trucks or vehicles shall be routinely parked or kept on a driveway or within the street in front of a residence.

The Board of Directors is empowered to establish additional rules and regulations relating to the parking and storage of vehicles, equipment and other property both on Lots and the Common Facilities (including Subdivision streets) as it may from time-to-time deem necessary to ensure the preservation and appearance of the Subdivision as a first class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this section. During the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of such necessity only. No vehicles, trailers, implements or apparatus may be driven or parked on any easement or Common Area except for lawn mowing equipment while in use.

Section 31. House Numbering. House numbers identifying the address of each house must be placed as close as possible to the front entry and shall be illuminated to that the numbers can be easily read from the street at night. Size, color and material of the numbers must be compatible with the design and color of the house. House numbers shall not exceed six inches (6") in height.

Section 32. Lot Subdivision and Consolidation. No Lot may be subdivided except with the written consent of Declarant. Any Owner owning two or more adjoining Lots, or portions of two or more such Lots, may with the prior approval of the Architectural Control Committee consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residence and such other improvements as are permitted herein, provided, however, that the Lot resulting from such consolidation shall bear, and the Owner thereof shall be responsible for all assessments previously applicable to the Lots which are consolidated. When two Unimproved Lots being consolidated and improved by a single Living Unit, the Owner will be subject to assessment for both Lots.

Section 33. No Oil or Mining Development. No oil or natural gas drilling, oil or natural gas development or oil refining or quarrying, or mining operations, or excavation of minerals or materials for sale of any kind shall be permitted upon any portion of the Properties, nor shall oil, natural gas, or water wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in or within any portion of the Properties. No derricks or other structures for use in the boring or drilling for oil, natural gas, minerals or water shall be erected, maintained or permitted upon, in or within any portion of the Properties. The foregoing prohibitions of this Section 33 shall govern every Owner and occupant of a Lot but Owners are advised that these covenants are not binding upon the owner of any mineral interest in the Properties.

Section 34. No Cesspools or Private Water Wells. No privy, cesspool, or septic tank, or private water well or water system, or part thereof shall be placed, installed, or maintained upon any Lot.

Section 35. Firearms, Projectiles, Fireworks and Weapons. The discharge of any firearm, including BB guns and pellet guns, within the Subdivision or on adjacent lands owned by Declarant or located within the Lakeside Subdivision, is strictly prohibited and each Owner shall ensure that his guests and family members do not violate such prohibition. Additionally, there is hereby prohibited the use of any bow and arrow, slingshot, or other launching or catapulting device except strictly within the confines of a Lot and not involving the hunting or killing of any animal. No fireworks (other than sparklers) of any type shall be used within the Properties or on adjacent or nearby lands owned by Declarant.

Section 36. Storage and Disposal of Hazardous Materials. No Owner or other person shall store, dump or dispose of any oil, gasoline, fuel, pesticide, fertilizer, household chemicals, or other hazardous or potentially hazardous materials on any Lot whether or not owned by them, or on any of the Common Facilities. The sole exception to this requirement shall be the storage of such minimum amounts of oil or gasoline as an Owner may reasonably require for the maintenance of his vehicles or maintenance and operation of lawn equipment, but all such storage shall be limited to the garage and to appropriate, unbreakable containers.

ARTICLE IX.

GOVERNMENTAL REQUIREMENTS

Section 1. Owner's Acknowledgment. Each Owner is responsible for ascertaining all governmental rules and regulations pertaining to the use of his Lot, especially during the construction period, and ensuring his compliance and the compliance of all contractors and subcontractors working on his Lot. EACH OWNER SHALL BE RESPONSIBLE FOR CONDUCTING SUCH TESTS AND OBTAINING SUCH INFORMATION NECESSARY SO THAT THE FOUNDATION ON HIS LOT IS ENGINEERED TO THE SPECIFIC CONDITIONS EXISTING ON THE LOT. EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT, HOLDS HARMLESS AND INDEMNIFIES DECLARANT FROM ALL COST, LOSS OR DAMAGE OCCASIONED BY THE FAILURE OF THE OWNER (HIS BUILDER AND/OR CONTRACTOR) TO DESIGN THE FOUNDATION OF THE LOT TO MEET EXISTING FIELD CONDITIONS.

Section 2. Additional Obligations of Owners, Builders and Contractors. By acceptance of a deed to Lot, or initiating construction of a residence or improvements to a Lot, each Owner, builder and contractor assumes responsibility for complying with all certifications, permitting, reporting, construction and procedures required under all applicable governmental rules, regulations and permits, including, but not limited to those promulgated or issued by the Environmental Protection Agency and related to Storm Water Discharges from Construction Sites (see Federal Register, Volume 57, No. 175, Pages 41176 et seq.). The foregoing reference is made for the benefit of Owners, builders and contractors and does not in any way limit the terms and requirements of this covenant and the requirement that all Owners, builders and contractors comply with all governmental regulations, and any plan required by such regulations such as a Storm Water Pollution Plan, affecting each Lot and construction site with which they are associated, including delivery to Declarant of a certification of understanding relating to any applicable NPDES permit prior to the start of construction. Each Owner, builder and contractor, by acceptance of a deed to a Lot or undertaking the making of improvements to a Lot, holds harmless and indemnifies Declarant from all cost, loss, or damage occasioned by the failure to abide by any applicable governmental statute, rule, regulation or permit related to the Properties.

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

ARTICLE X.

AMENDMENT AND VARIANCE

This Declaration may be amended until January 1, 2010, by written instrument executed by the Owners of ninety percent (90%) or more of the residential lots subject to the jurisdiction of Lakeside Community Association, upon recording of such written instrument in the Official Public Records of Webb County, Texas, provided that until such date no amendment hereto shall be effective unless approved and executed by Declarant. After January 1, 2010, this Declaration may be amended in like manner by ninety percent (90%) of the Owners of residential lots subject to the jurisdiction of Lakeside Community Association but the approval and joinder of Declarant shall not be required after said date. Notwithstanding the foregoing, Declarant shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest

therein, for any purpose within 36 months from the filing of this Declaration and thereafter for the limited purposes of correcting a clerical error, clarifying an ambiguity, or removing any contradiction in the terms hereof.

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

ARTICLE XI.

ENFORCEMENT

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

(a) The imposition by the Association of a special charge not to exceed \$50.00 Dollars per violation;

(b) The suspension by the Association of rights to use any Common Facility for a period not to exceed thirty (30) days per violation, plus attorney's fees incurred by the Association with respect to the exercise of such remedy;

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

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

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

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

ARTICLE XII.

TITLES

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

ARTICLE XIII.

INTERPRETATION

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

ARTICLE XIV.

OMISSIONS

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

ARTICLE XV.

GENDER AND GRAMMAR

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

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ARTICLE XVI.

ADDITIONAL INFORMATION

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

EXECUTED effective this 4th day of February, 1999.

DECLARANT

LAKESIDE SUBDIVISION, L.L.C.

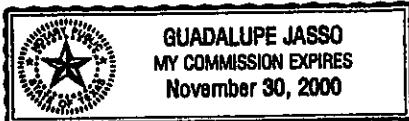
By Edward G. Brittingham, III
EDWARD G. BRITTINGHAM, III
Manager

By:

THOMAS D. BRITTINGHAM
Manager

THE STATE OF TEXAS
COUNTY OF WEBB

THIS INSTRUMENT was acknowledged before me on the 4th day of February, 1999 by EDWARD G. BRITTINGHAM, III, Manager and THOMAS D. BRITTINGHAM, Manager of LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company, on behalf of said company.



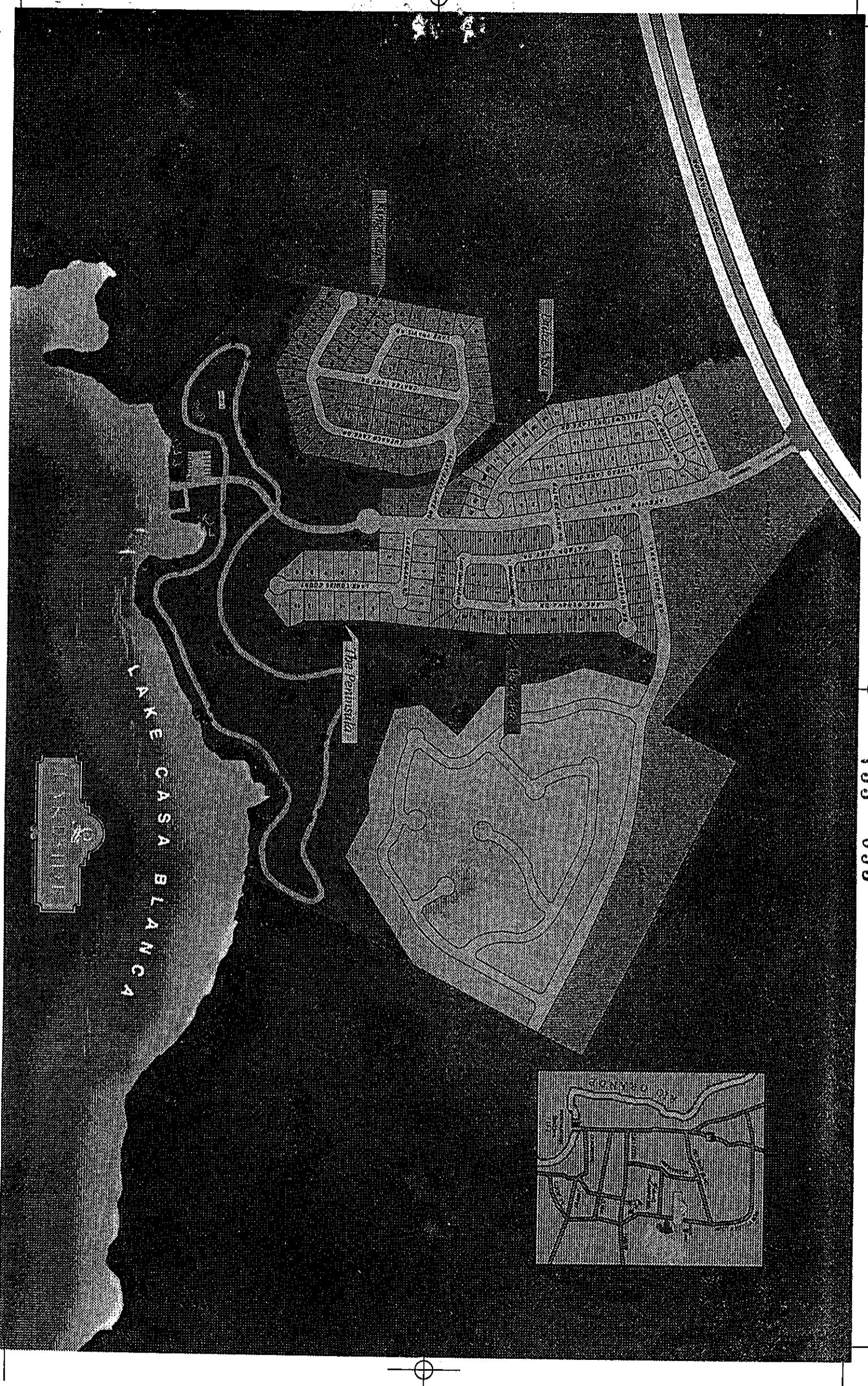
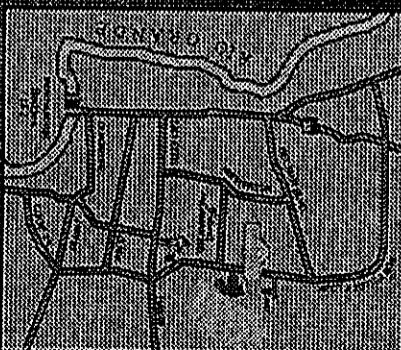
Notary Public in and for the State of
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733 093

L A K E C A S A B L A N C A

Exhibit "A"



SETBACK DISTANCES

1. Front: A minimum of 20 feet and a maximum of 30 feet
2. Side: 5 feet
3. Rear: 20 feet
4. Street Side: A minimum of 10 feet

NOTE: ACC SHALL DETERMINE WHICH SIDE OF CORNER LOTS IS "FRONT" AND WHICH IS "STREET SIDE".

733 094

RECORDED
COPIED
FILED
99 FEB -9 PM 3:37
MEERS COUNTY, TEXAS
BY DEPUTY

**AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKESIDE SUBDIVISION - PHASE 1**

676198

THE STATE OF TEXAS
COUNTY OF WEBB

WHEREAS, LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company (the "Declarant") executed a Declaration of Covenants, Conditions and Restrictions for Lakeside Subdivision - Phase 1 (the "Declaration"), dated February 4, 1999 and recorded in Volume 733, pages 70-94, Official Public Records of Webb County, Texas; and

WHEREAS, Article X of the Declaration authorizes the Declarant to file an amendment to the Declaration for the purposes of correcting a clerical error, clarifying an ambiguity or removing any contradiction in the terms of the Declaration; and

WHEREAS, there appears to be an ambiguity and/or contradiction in Section 28 of Article VII of the Declaration relating to sidewalks and driveways and the Declarant would like to resolve the ambiguity and/or contradiction;

NOW THEREFORE, Lakeside Subdivision, L.L.C., hereby amends the Declaration by deleting Section 28 of Article VII of the Declaration in its entirety and substituting the following in its place:

Section 28. Sidewalks and Driveways. All sidewalks required by the ordinances of the City of Laredo shall be constructed by the Owner. The sidewalks shall be constructed immediately adjacent to the curb, be four (4) feet wide, of broomed finished concrete construction and comply with the sidewalk standards of the Laredo Land Development Code. All driveways (except the sidewalk area adjacent to the curb which is required to be of concrete construction) shall be pebble finish concrete, smooth or broomed finished concrete or other hard surfaced material of a finish and composition approved by the Committee. Asphalt paving and loose gravel driveways are prohibited. All driveway locations must be shown on the Required Plans and shall require approval by the Committee. No curbs shall be permitted without approval of the Committee. Circular driveways are permitted where approved by the Committee but shall not be more than twenty feet (20') in width absent the express approval of the Committee. Any obstruction on a sidewalk is strictly prohibited.

EXECUTED this 13th day of October, 1999.

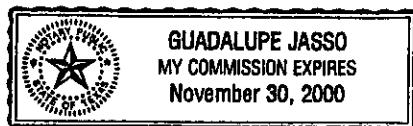
DECLARANT:

LAKESIDE SUBDIVISION, L.L.C.

By: 
EDWARD G. BRITTINGHAM, III,
M.D.

By: Thomas D. Brittingham
THOMAS D. BRITTINGHAM,
Manager

THIS INSTRUMENT was acknowledged before me on the 13th day of October, 1999 by EDWARD G. BRITTINGHAM, III and THOMAS D. BRITTINGHAM, Managers of LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company on behalf of such company.



Barbara L. Jasse
Notary Public in and for the State of
Texas

831
794

FILED: Oct 19 1999
TIME: 4:28 p.m. HENRY FLORES
WEBB COUNTY CLERK, WEBB COUNTY, TEXAS
BY _____ DEPUTY

22 SEP 19 PH 426
ALLEN, TEXAS
JUNIOR COURT
FILED

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LOT 2, BLOCK 17,
LAKESIDE SUBDIVISION - PHASE 1**

THE STATE OF TEXAS §
COUNTY OF WEBB §

WHEREAS, LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company (the "Declarant") executed a Declaration of Covenants, Conditions and Restrictions for Lakeside Subdivision - Phase 1, dated February 4, 1999 and recorded in Volume 733, pages 70-94, Official Public Records of Webb County, Texas (the "Declaration"); and

WHEREAS, the Declarant executed an amendment to the Declaration dated October 13, 1999 and recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas (the "Amendment"); and

WHEREAS, Section 2 of Article III of the Declaration authorizes the Declarant to bring additional property within the scheme of the restrictions set forth in the Declaration; and

WHEREAS, Declarant desires to bring Lot 2, Block 17, Lakeside Subdivision - Phase 1 within the scheme of the restrictions set forth in the Declaration;

NOW THEREFORE, Lakeside Subdivision, L.L.C., hereby makes Lot 2, Block 17, Lakeside Subdivision - Phase 1, Laredo, Webb County, Texas, as per plat recorded in Volume 18, pages 82-83 of the Plat Records of Webb County, Texas (the "Additional Property") subject to the covenants, conditions and restrictions set forth in the Declaration recorded in Volume 733, pages 70-94, Official Public Records of Webb County, Texas, the Amendment recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas with the following modifications and complementary additions to the covenants and restrictions contained in the Declaration:

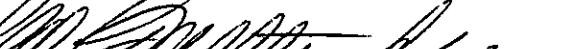
1. A "Living Unit" on the Additional Property shall mean and refer to a townhome or a condominium unit.
2. The use restrictions in Article VIII of the Declaration applicable to a single-family residence shall not be applicable to a Living Unit on the Additional Property.
3. No building, fence, wall, monument, structure or other improvement of any type whatsoever, permanent or temporary, shall be erected, altered, added onto, placed or repaired on the Additional Property until the complete plans including site and grading plans, floor plans, exterior elevations, landscaping plans, parking area plans, fence and wall plans, description of all exterior building materials (including colors) and any other plans or information deemed necessary by the Architectural Control Committee (ACC) for the performance of its function are SUBMITTED and APPROVED IN WRITING by the ACC.
4. A Living Unit shall contain not less than 1,800 sq. ft. of finished living area, an enclosed two-car garage and be no more than 2.5 stories high.
5. All roofs on Living Units situated on the Additional Property shall be tile. The exterior colors of all improvements on the Additional Property shall be subdue earth toned.
6. A fence shall be constructed on the entire boundaries of the Additional Property. The ACC shall either approve a brick masonry fence similar to the one on the main entrance to the Lakeside Subdivision or a wrought iron fence with brick masonry columns. The color of any wrought iron fence approved by the ACC shall be Culvert Beige #2M44D (Monarch).
7. Any townhome or condominium project constructed on the Additional Property shall provide for at least 20 guest parking spaces.
8. Each Living Unit situated on the Additional Property shall pay the same assessment to the LS Community Association, Inc. as a single family residential lot.

9. All sidewalks abutting the Additional Property required by the Land Development Code of the City of Laredo shall be constructed by the developer of the townhome or condominium project prior to the sale of a Living Unit.
10. All entrances/exits to the Additional Property shall be located on Lake Victoria Rd.

EXECUTED this 22nd day of May, 2002.

DECLARANT:

LAKESIDE SUBDIVISION, L.L.C.

By: 
EDWARD G. BRITTINGHAM, III, Manager

By: 
THOMAS D. BRITTINGHAM, Manager

THE STATE OF TEXAS §
COUNTY OF WEBB §

THIS INSTRUMENT was acknowledged before me on the 22nd day of May, 2002 by
EDWARD G. BRITTINGHAM, III and THOMAS D. BRITTINGHAM, Managers of LAKESIDE
SUBDIVISION, L.L.C., a Texas limited liability company on behalf of such company.



~~Lead Avenue~~ Notary Public in and for the State of Texas

180

MAY 28, 2002 AT 10:54AM
RECORDED
SIGNED: ✓

Fee Amount: \$12.00

-2-

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKESIDE SUBDIVISION - PHASE 2

686537

THE STATE OF TEXAS §
COUNTY OF WEBB §

WHEREAS, LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company (the "Declarant") executed a Declaration of Covenants, Conditions and Restrictions for Lakeside Subdivision - Phase 1, dated February 4, 1999 and recorded in Volume 733, pages 70-94, Official Public Records of Webb County, Texas (the "Declaration"); and

WHEREAS, the Declarant executed an amendment to the Declaration dated October 13, 1999 and recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas (the "Amendment"); and

WHEREAS, Section 2 of Article III of the Declaration authorizes the Declarant to bring additional property within the scheme of the restrictions set forth in the Declaration; and

WHEREAS, Declarant desires to bring Lakeside Subdivision - Phase 2 within the scheme of the restrictions set forth in the Declaration;

NOW THEREFORE, Lakeside Subdivision, L.L.C., hereby makes the property depicted on the plat of Lakeside Subdivision - Phase 2 recorded in Volume 19, page 92 of the Plat Records of Webb County, Texas subject to the covenants, conditions and restrictions set forth in the Declaration recorded in Volume 733, pages 70-94, Official Public records of Webb County, Texas, the Amendment recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas and to the following restrictions:

1. A residence on each lot in Lakeside Subdivision - Phase 2 shall contain not less than 2,000 sq. ft. of finished living area as defined in the Declaration.
2. The lots in Lakeside Subdivision - Phase 2 shall be subject to the notes in the plat recorded in Volume 19, page 92, Plat Records of Webb County, Texas.

678

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268

EXECUTED this 8th day of February, 2000.

DECLARANT:

LAKESIDE SUBDIVISION, L.L.C.

By: 
EDWARD G. BRITTINGHAM, III,
Manager

By: 
THOMAS D. BRITTINGHAM,
Manager

2000 FEB 10 AM 10:29
WEBB COUNTY, TEXAS
DEPUTY
BY

THE STATE OF TEXAS §
COUNTY OF WEBB §

THIS INSTRUMENT was acknowledged before me on the 8th day of February, 2000 by EDWARD G. BRITTINGHAM, III and THOMAS D. BRITTINGHAM, Managers of LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company on behalf of such company.



Guadalupe Jasso
Notary Public in and for the State of Texas

875 573

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
683142
LAKESIDE SUBDIVISION - PHASE 3

THE STATE OF TEXAS §
COUNTY OF WEBB §

WHEREAS, LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company (the "Declarant") executed a Declaration of Covenants, Conditions and Restrictions for Lakeside Subdivision - Phase 1, dated February 4, 1999 and recorded in Volume 733, pages 70-94, Official Public Records of Webb County, Texas (the "Declaration"); and

WHEREAS, the Declarant executed an amendment to the Declaration dated October 13, 1999 and recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas (the "Amendment"); and

WHEREAS, Section 2 of Article III of the Declaration authorizes the Declarant to bring additional property within the scheme of the restrictions set forth in the Declaration; and

WHEREAS, Declarant desires to bring Lakeside Subdivision - Phase 3 within the scheme of the restrictions set forth in the Declaration;

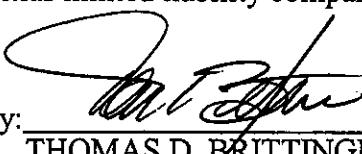
NOW THEREFORE, Lakeside Subdivision, L.L.C. hereby makes the property depicted on the plat of Lakeside Subdivision - Phase 3 recorded in Volume 19, page 61 of the Plat Records of Webb County, Texas subject to the covenants, conditions and restrictions set forth in the Declaration recorded in Volume 733, pages 70-94, Official Public Records of Webb County, Texas, the Amendment recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas and to the following restrictions:

1. A residence on each lot in Lakeside Subdivision - Phase 3 shall contain not less than 1,800 sq. ft. of finished living area as defined in the Declaration.
2. The lots in Lakeside Subdivision - Phase 3 shall be subject to the notes in the plat recorded in Volume 19, page 61, Plat Records of Webb County, Texas.

EXECUTED this 4th day of January, 2000.

898 191 289
DECLARANT:

LAKESIDE SUBDIVISION, L.L.C., a
Texas limited liability company

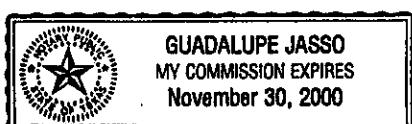
By: 
THOMAS D. BRITTINGHAM, Manager

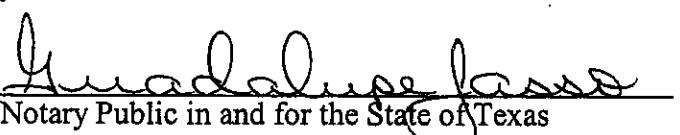

EDWARD G. BRITTINGHAM, III, Manager

RECEIVED
COUNTY CLERK
WEBB COUNTY, TEXAS
BY DEPUTY
SY

THE STATE OF TEXAS §
COUNTY OF WEBB §

THIS INSTRUMENT was acknowledged before me on this the 4th day of January, 2000 by THOMAS D. BRITTINGHAM and EDWARD G. BRITTINGHAM, III, Managers of LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company on behalf of such company.




Guadalupe Jasso
Notary Public in and for the State of Texas

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKESIDE SUBDIVISION - PHASE 4

THE STATE OF TEXAS §
COUNTY OF WEBB §

WHEREAS, LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company (the "Declarant") executed a Declaration of Covenants, Conditions and Restrictions for Lakeside Subdivision - Phase 1, dated February 4, 1999 and recorded in Volume 733, pages 70-94, Official Public Records of Webb County, Texas (the "Declaration"); and

WHEREAS, the Declarant executed an amendment to the Declaration dated October 13, 1999 and recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas (the "Amendment"); and

WHEREAS, Section 2 of Article III of the Declaration authorizes the Declarant to bring additional property within the scheme of the restrictions set forth in the Declaration; and

WHEREAS, Declarant desires to bring Lakeside Subdivision - Phase 4 within the scheme of the restrictions set forth in the Declaration;

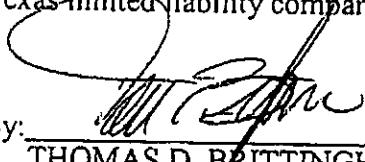
NOW THEREFORE, Lakeside Subdivision, L.L.C. hereby makes the property depicted on the plat of Lakeside Subdivision - Phase 4 recorded in Volume 20, page 59 of the Plat Records of Webb County, Texas subject to the covenants, conditions and restrictions set forth in the Declaration recorded in Volume 733, pages 70-94, Official Public Records of Webb County, Texas, the Amendment recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas and to the following restrictions:

1. A residence on each lot in Lakeside Subdivision - Phase 4 shall contain not less than 2,200 sq. ft. of finished living area as defined in the Declaration.
2. The lots in Lakeside Subdivision - Phase 4 shall be subject to the notes in the plat recorded in Volume 20, page 59, Plat Records of Webb County, Texas.

EXECUTED this 7th day of August, 2000.

DECLARANT:

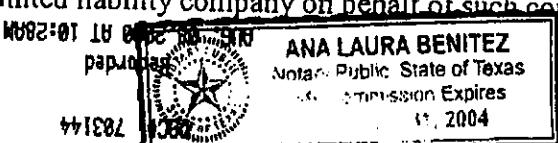
LAKESIDE SUBDIVISION, L.L.C., a
Texas limited liability company

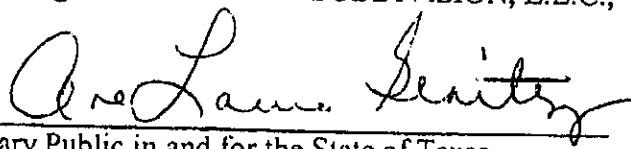
By: 
THOMAS D. BRITTINGHAM, Manager

By: 
EDWARD G. BRITTINGHAM, III, Manager

THE STATE OF TEXAS §
Fee Amount: \$9.00
COUNTY OF WEBB §
COUNTY CLERK

THE INSTRUMENT was acknowledged before me on this the 7th day of August, 2000 by THOMAS D. BRITTINGHAM and EDWARD G. BRITTINGHAM, III, Managers of LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company on behalf of such company.




Notary Public in and for the State of Texas

Recorded
10:24AMDECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKESIDE SUBDIVISION - PHASE 7

Signed:

THE STATE OF TEXAS §
COUNTY OF WEBB §HENRY FLORES
COUNTY CLERK

Fee Amount: \$10.00

WHEREAS, LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company (the "Declarant") executed a Declaration of Covenants, Conditions and Restrictions for Lakeside Subdivision - Phase 1, dated February 4, 1999 and recorded in Volume 733, pages 70-94, Official Public Records of Webb County, Texas (the "Declaration"); and

WHEREAS, the Declarant executed an amendment to the Declaration dated October 13, 1999 and recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas (the "Amendment"); and

WHEREAS, Section 2 of Article III of the Declaration authorizes the Declarant to bring additional property within the scheme of the restrictions set forth in the Declaration; and

WHEREAS, Declarant desires to bring Lakeside Subdivision - Phase 7 within the scheme of the restrictions set forth in the Declaration;

NOW THEREFORE, Lakeside Subdivision, L.L.C., hereby makes the property depicted on the plat of Lakeside Subdivision - Phase 7 recorded in Volume 21, page 92 of the Plat Records of Webb County, Texas subject to the covenants, conditions and restrictions set forth in the Declaration recorded in Volume 733, pages 70-94, Official Public records of Webb County, Texas, the Amendment recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas and to the following restrictions:

1. A residence on each lot in Block 17 of Lakeside Subdivision - Phase 7 shall contain not less than 2,500 sq. ft. of finished living area as defined in the Declaration.
2. A residence on each lot in Blocks 16 and 18 of Lakeside Subdivision - Phase 7 shall contain not less than 2,200 sq. ft. of finished living area as defined in the Declaration.
3. All residences shall have a minimum plate height of nine (9) feet.
4. The exterior colors of all improvements on a Lot shall be earth toned and be subject to approval by the Architectural Control Committee.
5. The color of all wrought iron fences shall be Culvert Beige #2M44D (Monarch).
6. The lots in Lakeside Subdivision - Phase 7 shall be subject to the notes in the plat recorded in Volume 21, page 92, Plat Records of Webb County, Texas.

EXECUTED this 11th day of October, 2001.

DECLARANT:

LAKESIDE SUBDIVISION, L.L.C.

By:

EDWARD G. BRITTINGHAM, III,
Manager

By:

THOMAS D. BRITTINGHAM,
ManagerTHE STATE OF TEXAS §
COUNTY OF WEBB §

THIS INSTRUMENT was acknowledged before me on the 11th day of October, 2001 by EDWARD G. BRITTINGHAM, III and THOMAS D. BRITTINGHAM, Managers of LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company on behalf of such company.



Guadalupe Jasso
Notary Public in and for the State of Texas

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR Recorded
LAKESIDE SUBDIVISION - PHASE 8 JULY 25, 2001 AT 09:11AM

THE STATE OF TEXAS §
COUNTY OF WEBB §

Signed:

**HENRY FLORES
COUNTY CLERK**

WHEREAS, LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company (the "Declarant")^{Fig. Group: \$9,00} executed a Declaration of Covenants, Conditions and Restrictions for Lakeside Subdivision - Phase 1, dated February 4, 1999 and recorded in Volume 733, pages 70-94, Official Public Records of Webb County, Texas (the "Declaration"); and

WHEREAS, the Declarant executed an amendment to the Declaration dated October 13, 1999 and recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas (the "Amendment"); and

WHEREAS, Section 2 of Article III of the Declaration authorizes the Declarant to bring additional property within the scheme of the restrictions set forth in the Declaration; and

WHEREAS, Declarant desires to bring Lakeside Subdivision - Phase 8 within the scheme of the restrictions set forth in the Declaration;

NOW THEREFORE, Lakeside Subdivision, L.L.C., hereby makes the property depicted on the plat of Lakeside Subdivision - Phase 8 recorded in Volume 21, page 76 of the Plat Records of Webb County, Texas subject to the covenants, conditions and restrictions set forth in the Declaration recorded in Volume 733, pages 70-94, Official Public records of Webb County, Texas, the Amendment recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas and to the following restrictions:

1. A residence on each lot in Lakeside Subdivision - Phase 8 shall contain not less than 1,800 sq. ft. of finished living area as defined in the Declaration.
2. All residences shall have a minimum plate height of nine (9) feet.
3. The exterior colors of all improvements on a Lot shall be earth toned and be subject to approval by the Architectural Control Committee.
4. The color of all wrought iron fences shall be Culvert Beige #2M44D (Monarch).
5. The lots in Lakeside Subdivision - Phase 8 shall be subject to the notes in the plat recorded in Volume 21, page 76, Plat Records of Webb County, Texas.
6. A CONCRETE BLOCK FENCE, 6 FEET IN HEIGHT, SHALL BE REQUIRED ON LOTS 18 THROUGH 26 INCLUSIVE IN BLOCK 1 AND LOT 1 IN BLOCK 3 ALONG THE ENTIRE LOT LINE ABUTTING LOT 1, BLOCK 5 (UNBUILDABLE LOT). THE DECLARANT OR ASSOCIATION SHALL HAVE THE RIGHT TO PAINT THE SIDE OF THE WALL FACING LOT 1, BLOCK 5.

EXECUTED this 24th day of July, 2001.

DECLARANT:

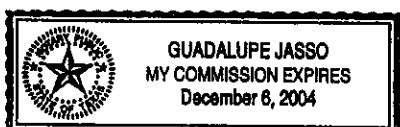
LAKESIDE SUBDIVISION, L.L.C.

By: 
EDWARD G. BRITTINGHAM, III,
Manager

By: THOMAS D. BRITTINGHAM
THOMAS D. BRITTINGHAM,
Manager

THE STATE OF TEXAS
COUNTY OF WEBB

THIS INSTRUMENT was acknowledged before me on the 24th day of July, 2001 by EDWARD G. BRITTINGHAM, III and THOMAS D. BRITTINGHAM, Managers of LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company on behalf of such company. . . .



Notary Public in and for the State of Texas

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKESIDE SUBDIVISION - PHASE 9**

THE STATE OF TEXAS §
COUNTY OF WEBB §

WHEREAS, LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company (the "Declarant") executed a Declaration of Covenants, Conditions and Restrictions for Lakeside Subdivision - Phase 1, dated February 4, 1999 and recorded in Volume 733, pages 70-94, Official Public Records of Webb County, Texas (the "Declaration"); and

WHEREAS, the Declarant executed an amendment to the Declaration dated October 13, 1999 and recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas (the "Amendment"); and

WHEREAS, Section 2 of Article III of the Declaration authorizes the Declarant to bring additional property within the scheme of the restrictions set forth in the Declaration; and

WHEREAS, Declarant desires to bring Lakeside Subdivision - Phase 9 within the scheme of the restrictions set forth in the Declaration:

NOW THEREFORE, Lakeside Subdivision, L.L.C., hereby makes the property depicted on the plat of Lakeside Subdivision - Phase 9 recorded in Volume 23, pages 33-34 of the Plat Records of Webb County, Texas subject to the covenants, conditions and restrictions set forth in the Declaration recorded in Volume 733, pages 70-94, Official Public records of Webb County, Texas, the Amendment recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas and to the following restrictions:

1. A residence on each lot in Lakeside Subdivision - Phase 9 shall contain not less than 1,800 sq. ft. of finished living area as defined in the Declaration.
2. All residences shall have a minimum plate height of nine (9) feet.
3. The exterior colors of all improvements on a Lot shall be earth toned and be subject to approval by the Architectural Control Committee.
4. The lots in Lakeside Subdivision - Phase 9 shall be subject to the notes in the plat recorded in Volume 23, pages 33-34, Plat Records of Webb County, Texas.
5. A CONCRETE BLOCK FENCE, 6 FEET IN HEIGHT, SHALL BE REQUIRED ON LOTS 3 THROUGH 10 INCLUSIVE AND 12 THROUGH 36 INCLUSIVE IN BLOCK 1 ALONG THE ENTIRE REAR LOT LINE. THE DECLARANT SHALL HAVE THE RIGHT TO PAINT THE OUTSIDE FACE OF THE WALL.

EXECUTED this 20th day of June, 2003.

DECLARANT:

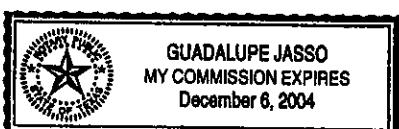
LAKESIDE SUBDIVISION, L.L.C.

By: Edward G. Brittingham, III
EDWARD G. BRITTINGHAM, III,
Manager

By: THOMAS D. BRITTINGHAM,
Manager

THE STATE OF TEXAS §
COUNTY OF WEBB §

THIS INSTRUMENT was acknowledged before me on the 20th day of June, 2003 by EDWARD G. BRITTINGHAM, III and THOMAS D. BRITTINGHAM, Managers of LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company on behalf of such company. A



Notary Public in and for the State of Texas

DOC#: 801349

Recorded
JUNE 23, 2003 AT 10:31AM

Signed: 
MARGIE R. IBARRA
COUNTY CLERK

Fee Amount: \$10.00

1412

258

STATE OF TEXAS

COUNTY OF WEBB

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED ON THE DATE AND AT THE TIME STAMPED
HEREON BY ME AND WAS DULY RECORDED IN THE
VOLUME AND PAGE OF THE OFFICIAL PUBLIC
RECORDS OF WEBB COUNTY TEXAS AS STAMPED
HEREON BY ME



Margie Ramirez Ibarra

COUNTY CLERK
WEBB COUNTY TEXAS

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKESIDE SUBDIVISION - PHASE 10**

THE STATE OF TEXAS §
COUNTY OF WEBB §

WHEREAS, LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company (the "Declarant") executed a Declaration of Covenants, Conditions and Restrictions for Lakeside Subdivision - Phase 1, dated February 4, 1999 and recorded in Volume 733, pages 70-94, Official Public Records of Webb County, Texas (the "Declaration"); and

WHEREAS, the Declarant executed an amendment to the Declaration dated October 13, 1999 and recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas (the "Amendment"); and

WHEREAS, Section 2 of Article III of the Declaration authorizes the Declarant to bring additional property within the scheme of the restrictions set forth in the Declaration; and

WHEREAS, Declarant desires to bring Lakeside Subdivision - Phase 10 within the scheme of the restrictions set forth in the Declaration;

NOW THEREFORE, Lakeside Subdivision, L.L.C., hereby makes the property depicted on the plat of Lakeside Subdivision - Phase 10 recorded in Volume 23, page 75 of the Plat Records of Webb County, Texas subject to the covenants, conditions and restrictions set forth in the Declaration recorded in Volume 733, pages 70-94, Official Public records of Webb County, Texas, the Amendment recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas and to the following restrictions:

1. A residence on Lots 62 through 78 inclusive in Lakeside Subdivision - Phase 10 shall contain not less than 2,200 sq. ft. of finished living area as defined in the Declaration.
2. A residence on Lots 45 through 61 inclusive and Lot 79 in Lakeside Subdivision - Phase 10 shall contain not less than 2,500 sq. ft. of finished living area as defined in the Declaration.
3. All residences shall have a minimum plate height of nine (9) feet.
4. The exterior colors of all improvements on a Lot shall be earth toned and be subject to approval by the Architectural Control Committee.
5. The lots in Lakeside Subdivision - Phase 10 shall be subject to the notes in the plat recorded in Volume 23, page 75, Plat Records of Webb County, Texas.
6. A CONCRETE BLOCK FENCE, 6 FEET IN HEIGHT, SHALL BE REQUIRED ON LOTS 70 THROUGH 79 INCLUSIVE ALONG THE ENTIRE REAR LOT LINE. THE SAME FENCE REQUIREMENT SHALL BE APPLICABLE TO LOT 45 ALONG THE ENTIRE NORTH LOT LINE. THE DECLARANT SHALL HAVE THE RIGHT TO PAINT THE OUTSIDE FACE OF THE WALL.

EXECUTED this 16th day of December, 2003.

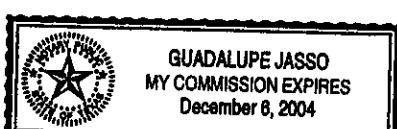
DOC# 820263
Recorded
DEC. 18, 2003 AT 10:58AM
Signed: MARGIE R. IBARRA
COUNTY CLERK

Fee Amount: \$14.00

DECLARANT:
LAKESIDE SUBDIVISION, L.L.C.
By: Edward G. Brittingham, III,
Manager
By: Thomas D. Brittingham,
Manager

THE STATE OF TEXAS §
COUNTY OF WEBB §

THIS INSTRUMENT was acknowledged before me on the 16th day of December, 2003 by EDWARD G. BRITTINGHAM, III and THOMAS D. BRITTINGHAM, Managers of LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company on behalf of such company.



Guadalupe Jasso
Notary Public in and for the State of Texas

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKESIDE SUBDIVISION - PHASE 11**

THE STATE OF TEXAS §
COUNTY OF WEBB §

WHEREAS, LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company (the "Declarant") executed a Declaration of Covenants, Conditions and Restrictions for Lakeside Subdivision - Phase 1, dated February 4, 1999 and recorded in Volume 733, pages 70-94, Official Public Records of Webb County, Texas (the "Declaration"); and

WHEREAS, the Declarant executed an amendment to the Declaration dated October 13, 1999 and recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas (the "Amendment"); and

WHEREAS, Section 2 of Article III of the Declaration authorizes the Declarant to bring additional property within the scheme of the restrictions set forth in the Declaration; and

WHEREAS, Declarant desires to bring Lakeside Subdivision - Phase 11 within the scheme of the restrictions set forth in the Declaration;

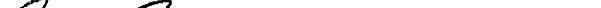
NOW THEREFORE, Lakeside Subdivision, L.L.C., hereby makes the property depicted on the plat of Lakeside Subdivision - Phase 11 recorded in Volume 24, page 33 of the Plat Records of Webb County, Texas subject to the covenants, conditions and restrictions set forth in the Declaration recorded in Volume 733, pages 70-94, Official Public records of Webb County, Texas, the Amendment recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas and to the following restrictions:

1. A residence on each lot in Lakeside Subdivision - Phase 11 shall contain not less than 2,000 sq. ft. of finished living area as defined in the Declaration.
2. The roof of each residence in Lakeside Subdivision - Phase 11 shall be of clay tile or similar material of a color approved by the Architectural Control Committee using standing or battened seams.
3. All residences shall have a minimum plate height of nine (9) feet.
4. The exterior colors of all improvements on a Lot shall be earth toned and be subject to approval by the Architectural Control Committee.
5. The lots in Lakeside Subdivision - Phase 11 shall be subject to the notes in the plat recorded in Volume 24, page 33, Plat Records of Webb County, Texas.
6. A concrete block fence shall be erected along the entire rear lot line by each lot owner of Lots 6 through 27 inclusive in Block 20. Each even numbered lot shall have a sufficient gap (opening) at the bottom of the block fence to allow for water flow.
7. THE DRAINAGE ON ALL LOTS SHALL BE IN ACCORDANCE WITH THE GRADE OF EACH RESPECTIVE LOT AND THE DRAINAGE PLAN APPLICABLE TO EACH RESPECTIVE LOT.
8. NO STRUCTURE ON ANY LOT SHALL EXCEED TWO (2) STORIES IN HEIGHT.
9. ALL FENCING ON THE LOTS SHALL NOT EXCEED 6 FEET IN HEIGHT.
10. The garage on Lot 12, Block 21 and on Lot 1, Block 22, shall face Lake Carnegie Ct.

EXECUTED this 8th day of July, 2004.

DECLARANT:

LAKESIDE SUBDIVISION, L.L.C.

By 
EDWARD G. BRITTINGHAM III Manager

By:

THOMAS D. BRITTINGHAM, Manager

THE STATE OF TEXAS §
COUNTY OF WEBB §

THIS INSTRUMENT was acknowledged before me on the 8th day of July, 2004 by
EDWARD G. BRITTINGHAM, III and THOMAS D. BRITTINGHAM, Managers of LAKESIDE
SUBDIVISION, L.L.C., a Texas limited liability company on behalf of such company.



Guadalupe Jasso
Notary Public in and for the State of Texas

841987

Recorded
JULY 09, 2004 AT 10:05AM

Signed: M
BY DEPUTY -
MARGIE R. IBARRA
COUNTY CLERK
Fee Amount: \$16.00

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKESIDE SUBDIVISION - PHASE 12**

THE STATE OF TEXAS §
COUNTY OF WEBB §

WHEREAS, LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company (the "Declarant") executed a Declaration of Covenants, Conditions and Restrictions for Lakeside Subdivision - Phase 1, dated February 4, 1999 and recorded in Volume 733, pages 70-94, Official Public Records of Webb County, Texas (the "Declaration"); and

WHEREAS, the Declarant executed an amendment to the Declaration dated October 13, 1999¹⁰ and recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas (the "Amendment"); and

WHEREAS, Section 2 of Article III of the Declaration authorizes the Declarant to bring additional property within the scheme of the restrictions set forth in the Declaration; and

WHEREAS, Declarant desires to bring Lakeside Subdivision - Phase 12 within the scheme of the restrictions set forth in the Declaration:

NOW THEREFORE, Lakeside Subdivision, L.L.C., hereby makes the property depicted on the plat of Lakeside Subdivision - Phase 12 recorded in Volume 25, page 9 of the Plat Records of Webb County, Texas subject to the covenants, conditions and restrictions set forth in the Declaration recorded in Volume 733, pages 70-94, Official Public records of Webb County, Texas, the Amendment recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas and to the following restrictions:

1. A residence on Lots 1 through 25 inclusive, Block 19, and Lots 25 through 44 inclusive, Block 18 in Lakeside Subdivision - Phase 12 shall contain not less than 2,200 sq. ft. of finished living area as defined in the Declaration.
2. A residence on Lots 22 through 40 inclusive, Block 17 in Lakeside Subdivision - Phase 12 shall contain not less than 2,500 sq. ft. of finished living area as defined in the Declaration.
3. All residences shall have a minimum plate height of nine (9) feet.
4. The exterior colors of all improvements on a Lot shall be earth toned and be subject to approval by the Architectural Control Committee.
5. The lots in Lakeside Subdivision - Phase 12 shall be subject to the notes in the plat recorded in Volume 25, page 9, Plat Records of Webb County, Texas.
6. A WROUGHT IRON FENCE SHALL BE ERECTED ON LOT 22 THROUGH LOT 35 INCLUSIVE IN BLOCK 17 ALONG THE ENTIRE REAR LOT LINE. THE WROUGHT IRON FENCE SHALL BE SIMILAR TO THE EXISTING WROUGHT IRON FENCES WITHIN THE LAKESIDE SUBDIVISION.
7. THE COLOR OF ALL WROUGHT IRON FENCES SHALL BE CULVERT BEIGE #2M44D (MONARCH). ALL WROUGHT IRON FENCES SHALL BE SIMILAR TO THE EXISTING WROUGHT IRON FENCES WITHIN THE LAKESIDE SUBDIVISION.
8. ANY LOT WITH A RETAINING WALL SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:
 - A. THE BUYER SHALL NOT MAKE ANY MODIFICATION TO THE RETAINING WALL.
 - B. THE BUYER SHALL NOT COVER OR PLUG ANY WEEP OR DRAIN HOLES ON THE RETAINING WALL.
 - C. THE BUYER SHALL NOT CONSTRUCT ANY STRUCTURE OR FENCE ON THE RETAINING WALL.
 - D. THE FENCING ON ANY LOT WITH A RETAINING WALL SHALL BE LIMITED TO WROUGHT IRON.

9. THE DRAINAGE ON ALL LOTS SHALL BE IN ACCORDANCE WITH THE GRADE OF EACH RESPECTIVE LOT AND THE DRAINAGE PLAN APPLICABLE TO EACH RESPECTIVE LOT.

10. NO STRUCTURE ON ANY LOT SHALL EXCEED TWO (2) STORIES IN HEIGHT

11. ALL FENCING ON THE LOTS SHALL NOT EXCEED 6 FEET IN HEIGHT

EXECUTED this 2nd day of February, 2005

DECLARANT:

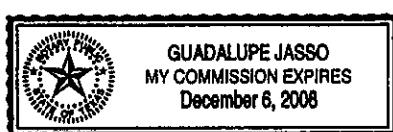
LAKESIDE SUBDIVISION, L.L.C.

By: 
EDWARD G. BRITTINGHAM, III Manager

By:  THOMAS D. BRITTINGHAM, Manager

THE STATE OF TEXAS §
COUNTY OF WEBB §

THIS INSTRUMENT was acknowledged before me on the 2nd day of February, 2005 by EDWARD G. BRITTINGHAM, III and THOMAS D. BRITTINGHAM, Managers of LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company on behalf of such company.



Headline
Notary Public in and for the State of Texas

865793

Recorded
FEB. 03, 2005 AT 10:51AM

Signed: MARGIE R. IBARRA
MY DEPUTY -
MARGIE R. IBARRA
COUNTY CLERK
Fee Amount: \$16.00

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKESIDE SUBDIVISION - PHASE 13**

THE STATE OF TEXAS S
COUNTY OF WEBB S

WHEREAS, LAKESIDE SUBDIVISION, L.L.C., a Texas Limited Liability company (the "Declarant") executed a Declaration of Covenants, Conditions and Restrictions for Lakeside Subdivision - Phase 1, dated February 4, 1999 and recorded in Volume 733, pages 70-94, Official Public Records of Webb County, Texas (the "Declaration"); and

WHEREAS, the Declarant executed an amendment to the Declaration dated October 13, 1999 and recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas (the "Amendment"); and

WHEREAS, Section 2 of Article III of the Declaration authorizes the Declarant to bring additional property within the scheme of the restrictions set forth in the Declaration; and

WHEREAS, Declarant desires to bring Lakeside Subdivision - Phase 13 within the scheme of the restrictions set forth in the Declaration;

NOW THEREFORE, Lakeside Subdivision, L.L.C., hereby makes the property depicted on the plat of Lakeside Subdivision - Phase 13 recorded in Volume 29, pages 98, 98A and 98B of the Plat Records of Webb County, Texas subject to the covenants, conditions and restrictions set forth in the Declaration recorded in Volume 733, pages 70-94, Official Public records of Webb County, Texas, the Amendment recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas and to the following restrictions:

1. A residence on Lots 1 thru 5 and 7 thru 15, Block 23; Lot 1, Block 24; Lots 1 thru 6 and 8 thru 14, Block 25; and Lot 1, Block 26 in Lakeside Subdivision - Phase 13 shall contain not less than 1,800 sq. ft. of finished living area as defined in the Declaration with a composition shingle roof of 30 year or more.
2. A residence on Lot 1, Block 27; Lots 1 and 17, Block 28; and Lot 1, Block 29 in Lakeside Subdivision - Phase 13 shall contain not less than 2,200 sq. ft. of finished living area as defined in the Declaration with a composition shingle roof of 30 year or more.
3. A residence on Lot 28, Block 20 and Lots 10 and 11, Block 22 in Lakeside Subdivision - Phase 13 shall contain not less than 2,200 sq. ft. of finished living area as defined in the Declaration and a life tile roof.
4. A concrete block fence shall be erected along the entire rear lot line by each owner of Lot 28 in Block 20, Lots 1 thru 5 and 7 thru 15 in Block 23 and Lot 1 in Block 24.
5. All residences shall have a minimum plate height of nine (9) feet.
6. The exterior colors of all improvements on a Lot shall be subject to approval by the Architectural Control Committee.
7. The lots in Lakeside Subdivision - Phase 13 shall be subject to the notes in the plat recorded in Volume 29, pages 98, 98A and 98B, Plat Records of Webb County, Texas.
8. THE DRAINAGE ON ALL LOTS SHALL BE IN ACCORDANCE WITH THE GRADE OF EACH RESPECTIVE LOT AND THE DRAINAGE PLAN APPLICABLE TO EACH RESPECTIVE LOT.
9. NO RESIDENTIAL DWELLING ON ANY LOT SHALL EXCEED TWO (2) STORIES IN HEIGHT.
10. NO ACCESSORY BUILDING ON ANY LOT SHALL EXCEED ONE (1) STORY IN HEIGHT.
11. EXCEPT FOR WEST BOUNDARY LINE OF LOT 1, BLOCK 27, ALL FENCING ON THE LOTS SHALL BE CONCRETE BLOCK AND SHALL NOT EXCEED 6 FEET IN HEIGHT.

12. The masonry fence facing Lake Victoria Rd. on all lots in Block 22, 25, 26, 27, 28 and 29 cannot be removed, painted, added to or altered in any way.

13. THE WEST BOUNDARY LINE OF LOT 1, BLOCK 27, SHALL HAVE A WROUGHT IRON FENCE. THE COLOR OF THE FENCE SHALL BE CULVERT BEIGE #2M44D (MONARCH).

14. THE FOUNDATION ON EACH OF THE LOTS OF THE LAKESIDE SUBDIVISION - PHASE 13 MUST BE DESIGNED AND CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER LICENSED BY THE STATE OF TEXAS.

15. EACH OWNER OF A LOT MUST OBTAIN A CERTIFICATE OF COMPLIANCE FROM THE ARCHITECTURAL CONTROL COMMITTEE BEFORE OCCUPYING THE LOT.

EXECUTED this 14th day of September, 2010.

DECLARANT:

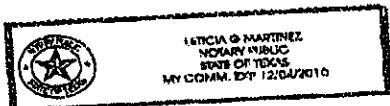
LAKESIDE SUBDIVISION, L.L.C.

By Sara Alicia Britt, Ingham SARA ALICIA BRITTINGHAM, Manager

By: Thomas D. Brittingham
THOMAS D. BRITTINGHAM, Manager

THE STATE OF TEXAS
COUNTY OF WEBB

THIS INSTRUMENT was acknowledged before me on the 14 day of September, 2010 by
SARA ALICIA BRITTINGHAM and THOMAS D. BRITTINGHAM, Managers of LAKESIDE
SUBDIVISION, L.L.C., a Texas limited liability company on behalf of such company.



~~Notary~~ Public in and for the State of Texas

Doc# 1081225
Pages 3
09/14/2010 12:08:58 PM
e-Filed & e-Recorded in the
Official Public Records of
WEBB COUNTY
MARGIE RAMIREZ IBARRA
COUNTY CLERK
Fees 20.00

STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED ON THE DATE AND AT THE TIME STAMPED
HEREON BY ME AND WAS DULY RECORDED IN THE
VOLUME AND PAGE OF THE OFFICIAL PUBLIC
RECORDS OF WEBB COUNTY AS STAMPED
HEREON BY ME



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKESIDE SUBDIVISION - PHASE 14**

THE STATE OF TEXAS §
COUNTY OF WEBB §

WHEREAS, LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company (the "Declarant") executed a Declaration of Covenants, Conditions and Restrictions for Lakeside Subdivision - Phase 1, dated February 4, 1999 and recorded in Volume 733, pages 70-94, Official Public Records of Webb County, Texas (the "Declaration"); and

WHEREAS, the Declarant executed an amendment to the Declaration dated October 13, 1999 and recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas (the "Amendment"); and

WHEREAS, Section 2 of Article III of the Declaration authorizes the Declarant to bring additional property within the scheme of the restrictions set forth in the Declaration; and

WHEREAS, Declarant desires to bring Lakeside Subdivision - Phase 14 within the scheme of the restrictions set forth in the Declaration;

NOW THEREFORE, Lakeside Subdivision, L.L.C., hereby makes the property depicted on the plat of Lakeside Subdivision - Phase 14 recorded in Volume 25, page 112 of the Plat Records of Webb County, Texas subject to the covenants, conditions and restrictions set forth in the Declaration recorded in Volume 733, pages 70-94, Official Public records of Webb County, Texas, the Amendment recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas and to the following restrictions:

1. A residence on Lots 46 through 52 inclusive, Block 8 in Lakeside Subdivision - Phase 14 shall contain not less than 2,200 sq. ft. of finished living area as defined in the Declaration and have a life tile roof.

2. A residence on Lots 19, 21 and 22, Block 6 and Lots 53 through 56 inclusive, Block 8 in Lakeside Subdivision - Phase 14 shall contain not less than 2,000 sq. ft. of finished living area as defined in the Declaration and have a life tile roof.

3. A residence on the remaining lots in Lakeside Subdivision - Phase 14 shall contain not less than 2,000 sq. ft. of finished living area as defined in the Declaration.

4. All residences shall have a minimum plate height of nine (9) feet.

5. The exterior colors of all improvements on a Lot shall be earth toned and be subject to approval by the Architectural Control Committee.

6. The lots in Lakeside Subdivision - Phase 14 shall be subject to the notes in the plat recorded in Volume 25, page 112, Plat Records of Webb County, Texas.

7. A WROUGHT IRON FENCE SHALL BE ERECTED ON LOTS 46 THROUGH 51 INCLUSIVE IN BLOCK 8 ALONG THE ENTIRE REAR LOT LINE. THE WROUGHT IRON FENCE SHALL BE SIMILAR TO THE EXISTING WROUGHT IRON FENCE WITHIN THE ALMOSIDE

SUBDIVISION AND AS SHOWN ON THE ATTACHED EXHIBIT "A".

8. THE COLOR OF ALL WROUGHT IRON FENCES SHALL BE CULVERT BEIGE #2M44D (MONARCH). ALL WROUGHT IRON FENCES SHALL BE SIMILAR TO THE EXISTING WROUGHT

IRON FENCES WITHIN THE LAKESIDE SUBDIVISION.

9. THE DRAINAGE ON ALL LOTS SHALL BE IN ACCORDANCE WITH THE GRADE OF

10. NO STRUCTURE ON ANY LOT SHALL EXCEED TWO (2) STORIES IN HEIGHT.

11. ALL FENCING ON THE LOTS SHALL NOT EXCEED 6 FEET IN HEIGHT.

EXECUTED this 2nd day of December, 2005.

DECLARANT:

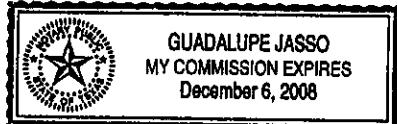
LAKESIDE SUBDIVISION, L.L.C.

By 
EDWARD G. BRITTINGHAM, III, Manager

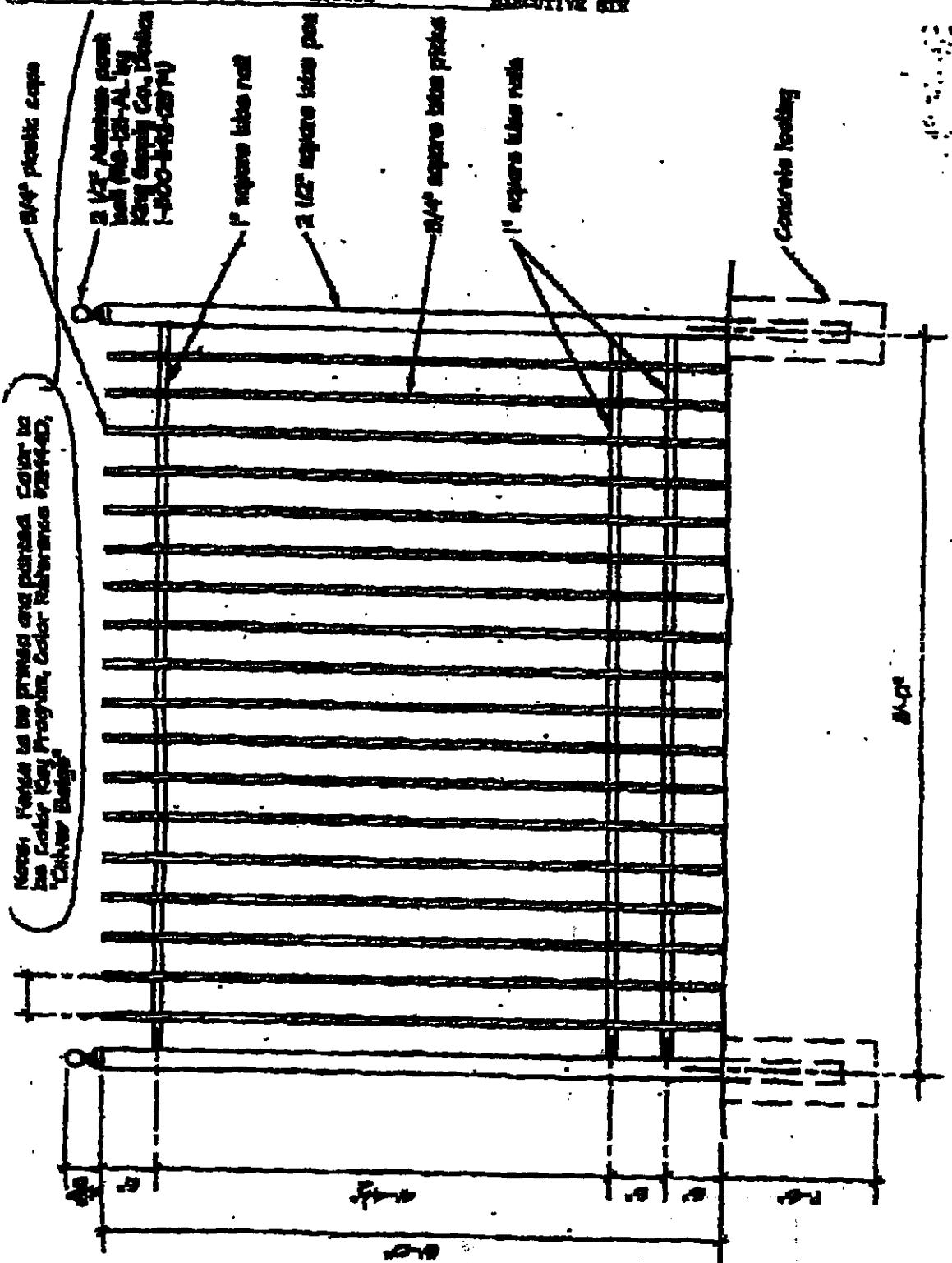
By: Thomas D. Brittingham
THOMAS D. BRITTINGHAM, Manager

THE STATE OF TEXAS §
COUNTY OF WEBB §

THIS INSTRUMENT was acknowledged before me on the 2nd day of December, 2005 by
EDWARD G. BRITTINGHAM, III and THOMAS D. BRITTINGHAM, Managers of LAKESIDE
SUBDIVISION, L.L.C., a Texas limited liability company on behalf of such company.



Notary Public in and for the State of Texas



Wrought Iron Fence Detail

0.114

Doc# 901974
Recorded
12/02/2005 11:52AM

Signed: DA
BY DEPUTY
MARGIE RAMIREZ IBARRA
COUNTY CLERK
Fees \$24.00

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKESIDE SUBDIVISION - PHASE 17**

THE STATE OF TEXAS §
COUNTY OF WEBB §

WHEREAS, LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company (the "Declarant") executed a Declaration of Covenants, Conditions and Restrictions for Lakeside Subdivision - Phase 1, dated February 4, 1999 and recorded in Volume 733, pages 70-94, Official Public Records of Webb County, Texas (the "Declaration"); and

WHEREAS, the Declarant executed an amendment to the Declaration dated October 13, 1999 and recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas (the "Amendment"); and

WHEREAS, Section 2 of Article III of the Declaration authorizes the Declarant to bring additional property within the scheme of the restrictions set forth in the Declaration; and

WHEREAS, Declarant desires to bring Lakeside Subdivision - Phase 17 within the scheme of the restrictions set forth in the Declaration;

NOW THEREFORE, Lakeside Subdivision, L.L.C., hereby makes the property depicted on the plat of Lakeside Subdivision - Phase 17 recorded in Volume 25, page 113 of the Plat Records of Webb County, Texas subject to the covenants, conditions and restrictions set forth in the Declaration recorded in Volume 733, pages 70-94, Official Public records of Webb County, Texas, the Amendment recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas and to the following restrictions:

1. A residence on all of the lots in Lakeside Subdivision - Phase 17 shall contain not less than 2,200 sq. ft. of finished living area as defined in the Declaration and have a life tile roof.
2. All residences shall have a minimum plate height of nine (9) feet.
3. The exterior colors of all improvements on a Lot shall be earth toned and be subject to approval by the Architectural Control Committee.
4. The lots in Lakeside Subdivision - Phase 17 shall be subject to the notes in the plat recorded in Volume 25, page 113, Plat Records of Webb County, Texas.
5. A WROUGHT IRON FENCE SHALL BE ERECTED ON LOTS 3 THROUGH 13 INCLUSIVE IN BLOCK 9 ALONG THE ENTIRE REAR LOT LINE. THE WROUGHT IRON FENCE SHALL BE SIMILAR TO THE EXISTING WROUGHT IRON FENCES WITHIN THE LAKESIDE SUBDIVISION AND AS SHOWN ON THE ATTACHED EXHIBIT "A".
6. THE COLOR OF ALL WROUGHT IRON FENCES SHALL BE CULVERT BEIGE #2M44D (MONARCH). ALL WROUGHT IRON FENCES SHALL BE SIMILAR TO THE EXISTING WROUGHT IRON FENCES WITHIN THE LAKESIDE SUBDIVISION.
7. THE DRAINAGE ON ALL LOTS SHALL BE IN ACCORDANCE WITH THE GRADE OF EACH RESPECTIVE LOT AND THE DRAINAGE PLAN APPLICABLE TO EACH RESPECTIVE LOT.
8. NO STRUCTURE ON ANY LOT SHALL EXCEED TWO (2) STORIES IN HEIGHT.
9. ALL FENCING ON THE LOTS SHALL NOT EXCEED 6 FEET IN HEIGHT.

EXECUTED this 2nd day of December, 2005.

DECLARANT:

LAKESIDE SUBDIVISION, L.L.C.

By: 
EDWARD G. BRITTINGHAM, III, Manager

By:

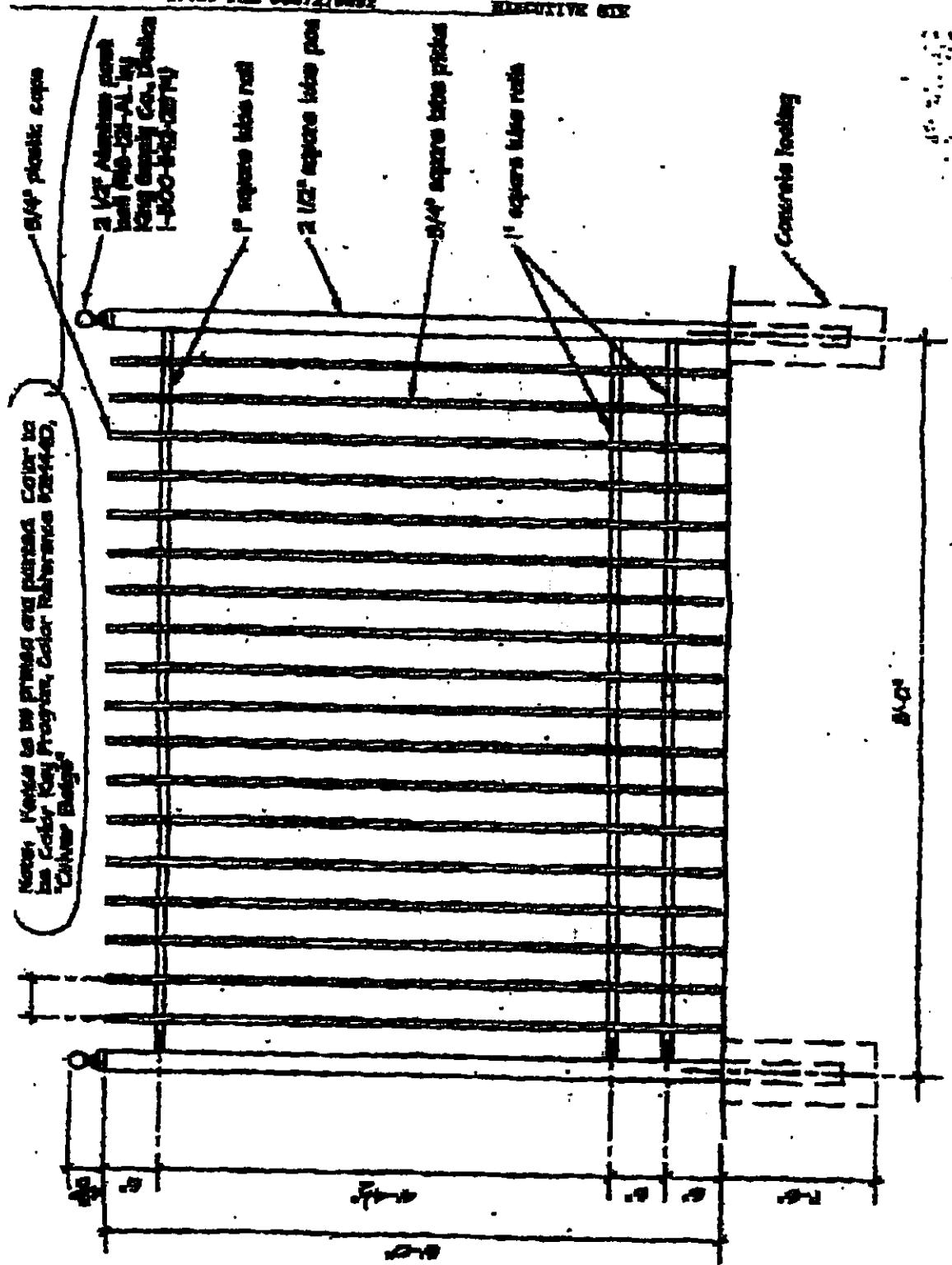
THOMAS D. BRITTINGHAM, Manager

THE STATE OF TEXAS §
COUNTY OF WEBB §

THIS INSTRUMENT was acknowledged before me on the 2nd day of December, 2005 by EDWARD G. BRITTINGHAM, III and THOMAS D. BRITTINGHAM, Managers of LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company on behalf of such company.



Notary Public in and for the State of Texas



Wrought Iron Fence Detail

Doc# 901975
Recorded
12/02/2005 11:52AM

Signed: *DR*
BY DEPUTY
MARGIE RAMIREZ IBARRA
COUNTY CLERK
Fees \$24.00

EXHIBIT "A"



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKESIDE SUBDIVISION - PHASE 20**

THE STATE OF TEXAS §
COUNTY OF WEBB §

WHEREAS, **LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company** (the "Declarant") executed a Declaration of Covenants, Conditions and Restrictions for Lakeside Subdivision - Phase 1, dated February 4, 1999 and recorded in Volume 733, pages 70-94, Official Public Records of Webb County, Texas (the "Declaration"); and

WHEREAS, the Declarant executed an amendment to the Declaration dated October 13, 1999 and recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas (the "Amendment"); and

WHEREAS, Section 2 of Article III of the Declaration authorizes the Declarant to bring additional property within the scheme of the restrictions set forth in the Declaration; and

WHEREAS, Declarant desires to bring Lakeside Subdivision - Phase 20 within the scheme of the restrictions set forth in the Declaration;

NOW THEREFORE, Lakeside Subdivision, L.L.C., hereby makes the property depicted on the plat of Lakeside Subdivision - Phase 20 recorded in Volume 33, pages 50-51 of the Plat Records of Webb County, Texas subject to the covenants, conditions and restrictions set forth in the Declaration recorded in Volume 733, pages 70-94, Official Public records of Webb County, Texas, the Amendment recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas and to the following restrictions:

1. A residence on Lots 2 thru 7 and Lot 9, Block 27; Lots 2 thru 8 and Lots 11 thru 16, Block 28; and Lots 2 thru 5, Block 29 in Lakeside Subdivision - Phase 20 shall contain not less than 2,200 sq. ft. of finished living area as defined in the Declaration with a composition shingle roof of 30 year or more.

2. A residence on Lot 10, Block 27; and Lot 9, Block 28 in Lakeside Subdivision - Phase 20 shall contain not less than 2,400 sq. ft. of finished living area as defined in the Declaration with a life tile roof, metal roof or better.

3. A residence on Lots 1 thru 6, Block 30 in Lakeside Subdivision - Phase 20 shall contain not less than 3,000 sq. ft. of finished living area as defined in the Declaration with a life tile roof, metal roof or better.

4. A concrete block fence not exceeding six (6) feet in height shall be erected along the entire rear lot line, the side boundary lines and the front setback lines by each owner of the lots in Blocks 28 and 29 and Lot 10 in Block 27.

5. All residences shall have a minimum plate height of nine (9) feet.

6. The exterior colors of all improvements on a Lot shall be subject to approval by the Architectural Control Committee.

7. The lots in Lakeside Subdivision - Phase 20 shall be subject to the notes in the plat recorded in Volume 33, pages 50-51, Plat Records of Webb County, Texas.

8. THE DRAINAGE ON ALL LOTS SHALL BE IN ACCORDANCE WITH THE GRADE OF EACH RESPECTIVE LOT AND THE DRAINAGE PLAN APPLICABLE TO EACH RESPECTIVE LOT.

9. NO RESIDENTIAL DWELLING ON ANY LOT SHALL EXCEED TWO (2) STORIES IN HEIGHT.

10. NO ACCESSORY BUILDING ON ANY LOT SHALL EXCEED ONE (1) STORY IN HEIGHT.

11. A WROUGHT IRON FENCE SHALL BE ERECTED ALONG THE ENTIRE REAR LOT LINE OF THE LOTS IN BLOCK 27 (EXCEPT LOTS 9 AND 10) AND BLOCK 30. THE COLOR OF THE FENCE SHALL BE CULVERT BEIGE #2M44D (MONARCH). A CONCRETE BLOCK FENCE NOT EXCEEDING SIX (6) FEET IN HEIGHT SHALL BE ERECTED ALONG THE SIDE BOUNDARY LINES AND THE FRONT SETBACK LINES OF THE LOTS IN BLOCKS 27 AND 30.

12. THE FOUNDATION ON EACH OF THE LOTS OF THE LAKESIDE SUBDIVISION - PHASE 20 MUST BE DESIGNED AND CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER LICENSED BY THE STATE OF TEXAS.

13. EACH OWNER OF A LOT MUST OBTAIN A CERTIFICATE OF COMPLIANCE FROM THE ARCHITECTURAL CONTROL COMMITTEE BEFORE OCCUPYING THE LOT.

EXECUTED this 4th day of November, 2015.

DECLARANT:

LAKESIDE SUBDIVISION, L.L.C.

By: Sara Alicia Brittingham
SARA ALICIA BRITTINGHAM, Manager

By: Tom Peter
THOMAS D. BRITTINGHAM, Manager

THE STATE OF TEXAS §
COUNTY OF WEBB §

THIS INSTRUMENT was acknowledged before me on the 4th day of November, 2015 by SARA ALICIA BRITTINGHAM, Manager of LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company, on behalf of such company.



Guadalupe Jasso
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF WEBB §

THIS INSTRUMENT was acknowledged before me on the 4th day of November, 2015 by THOMAS D. BRITTINGHAM, Managers of LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company, on behalf of such company.



Guadalupe Jasso
Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED ON THE DATE AND AT THE TIME STAMPED
HEREON BY ME AND WAS DULY RECORDED IN THE
VOLUME AND PAGE OF THE OFFICIAL PUBLIC
RECORDS OF WEBB COUNTY TEXAS AS STAMPED
HEREON BY ME



Manju Ramnath Varma
COUNTY CLERK
WEBB COUNTY, TEXAS

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKESIDE SUBDIVISION - PHASE 18**

WHEREAS, LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company (the "Declarant") executed a Declaration of Covenants, Conditions and Restrictions for Lakeside Subdivision - Phase 1, dated February 4, 1999 and recorded in Volume 733, pages 70-94, Official Public Records of Webb County, Texas (the "Declaration"); and

WHEREAS, the Declarant executed an amendment to the Declaration dated October 13, 1999 and recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas (the "Amendment"); and

WHEREAS, Section 2 of Article III of the Declaration authorizes the Declarant to bring additional property within the scheme of the restrictions set forth in the Declaration; and

WHEREAS, Declarant desires to bring Lakeside Subdivision - Phase 18 within the scheme of the restrictions set forth in the Declaration;

NOW THEREFORE, Lakeside Subdivision, L.L.C., hereby makes the property depicted on the plat of Lakeside Subdivision - Phase 18 recorded in Volume 30, pages 76-77 of the Plat Records of Webb County, Texas subject to the covenants, conditions and restrictions set forth in the Declaration recorded in Volume 733, pages 70-94, Official Public records of Webb County, Texas, the Amendment recorded in Volume 831, pages 793-794, Official Public Records of Webb County, Texas and to the following restrictions:

1. A residence on Lots 2 thru 14, Block 24; and Lots 2 thru 9, Block 26 in Lakeside Subdivision - Phase 18 shall contain not less than 1,800 sq. ft. of finished living area as defined in the Declaration with a composition shingle roof of 30 year or better.
2. A residence on Lots 15 thru 19, Block 24; Lots 9 thru 12, Block 29; and Lots 10 thru 16 and Lots 20 thru 22, Block 26 in Lakeside Subdivision - Phase 18 shall contain not less than 2,200 sq. ft. of finished living area as defined in the Declaration with a composition shingle roof of 30 year or

3. A residence on Lots 20 and 21, Block 24; Lots 17, 18 and 19, Block 26; Lots 6, 7 and 8, Block 29; and Lot 10, Block 28 in Lakeside Subdivision - Phase 18 shall contain not less than 2,400 sq. ft. of finished living area as defined in the Declaration with a life tile roof or better.

4. A residence on Lots 7 thru 16, Block 30 in Lakeside Subdivision - Phase 18 shall contain not less than 2,800 sq. ft. of finished living area as defined in the Declaration with a life tile roof or better.

5. A concrete block fence not exceeding six (6) feet in height shall be erected along the entire rear lot line, the side boundary lines and the front setback lines by each owner of the lots described in Paragraphs 1, 2 and 3.

6. All residences shall have a minimum plate height of nine (9) feet.

7. The exterior colors of all improvements on a Lot shall be subject to approval by the Architectural Control Committee.

8. The lots in Lakeside Subdivision - Phase 18 shall be subject to the notes in the plat recorded in Volume 30, pages 76-77, Plat Records of Webb County, Texas.

9. THE DRAINAGE ON ALL LOTS SHALL BE IN ACCORDANCE WITH THE GRADE OF EACH RESPECTIVE LOT AND THE DRAINAGE PLAN APPLICABLE TO EACH RESPECTIVE LOT.

10. NO RESIDENTIAL DWELLING ON ANY LOT SHALL EXCEED TWO (2) STORIES IN HEIGHT.

11. NO ACCESSORY BUILDING ON ANY LOT SHALL EXCEED ONE (1) STORY IN HEIGHT.

12. A WROUGHT IRON FENCE SHALL BE ERECTED ALONG THE ENTIRE REAR LOT LINE OF THE LOTS DESCRIBED IN PARAGRAPH 4. THE COLOR OF THE FENCE SHALL BE CULVERT BEIGE #2M44D (MONARCH). A CONCRETE BLOCK FENCE NOT EXCEEDING SIX (6) FEET IN HEIGHT SHALL BE ERECTED ALONG THE SIDE BOUNDARY LINES AND THE FRONT SETBACK LINES OF THE LOTS DESCRIBED IN PARAGRAPH 4.

13. THE FOUNDATION ON EACH OF THE LOTS OF THE LAKESIDE SUBDIVISION-PHASE 18 MUST BE DESIGNED AND CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER LICENSED BY THE STATE OF TEXAS.

14. EACH OWNER OF A LOT MUST OBTAIN A CERTIFICATE OF COMPLIANCE FROM THE ARCHITECTURAL CONTROL COMMITTEE BEFORE OCCUPYING THE LOT.

EXECUTED this 22nd day of ^{Dec.} July, 2011.

DECLARANT:

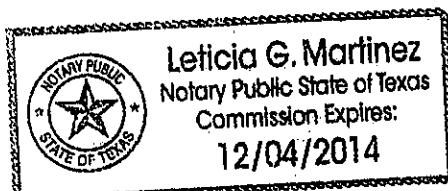
LAKESIDE SUBDIVISION, L.L.C.

By: Sara Alicia Brittingham
SARA ALICIA BRITTINGHAM, Manager

By: Thomas D. Brittingham
THOMAS D. BRITTINGHAM, Manager

THE STATE OF TEXAS §
COUNTY OF WEBB §

THIS INSTRUMENT was acknowledged before me on the 22nd day of ^{Dec.} July, 2011 by SARA ALICIA BRITTINGHAM and THOMAS D. BRITTINGHAM, Managers of LAKESIDE SUBDIVISION, L.L.C., a Texas limited liability company on behalf of such company.



Leticia G. Martinez
Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED ON THE DATE AND AT THE TIME STAMPED
HERON BY ME AND WAS DULY RECORDED IN THE
VOLUME AND PAGE OF THE OFFICIAL PUBLIC
RECORDS OF WEBB COUNTY TEXAS AS STAMPED
HEREON BY ME

Margie Ramirez Ibarra
COUNTY CLERK
WEBB COUNTY, TEXAS



Doc # 1121167
Recorded
12/28/2011 4:37:46 PM

Signed: blad
BY DEPUTY
MARGIE RAMIREZ IBARRA
COUNTY CLERK
Fees: \$28.00