

DECLARATION AND COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR TREVINO TRACT

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ARTICLE I.

Introduction and Declaration

Signed: \_\_\_\_\_  
BY DEPUTY  
MARIE ROMIREZ IMARRA  
COUNTY CLERK  
Fees \$36.00

WHEREAS, ANAM, Ltd., a Texas Limited Partnership, hereinafter referred to as "Developer", is the owner of the Property described on Exhibit "A" attached hereto (and known as the Trevino Ranch) and said property being hereinafter referred to as "TREVINO TRACT".

WHEREAS, the primary intent for the development of TREVINO TRACT is outdoor recreation activities.

WHEREAS, it was and now is deemed to be in the best interest of said Developer and all of the persons, corporations or other entities who might purchase all or part of TREVINO TRACT described and covered by the above mentioned plat that there be established and maintained a uniform plan for the maintenance and development of TREVINO TRACT; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the following covenants, conditions and restrictions which shall be taken and deemed as covenants to run with the land, shall be binding upon all parties acquiring primary and subsequent ownership of any lot or tract of land comprising all or part of TREVINO TRACT. If any person or entity acquiring land, either as primary or subsequent purchasers, shall violate or attempt to violate any of the covenants herein, it shall be lawful for ANAM, Ltd., or any person or persons, or legal entity owning any real property situated in the above referred to TREVINO TRACT to prosecute any proceedings at law, against the person, or entity, violating or attempting to violate any such covenant and either to prevent him or them for so doing or to recover damages and/or pursue other remedies for such violations.

To further the general purposes herein expressed, the Developer, for itself, its successors and assigns, hereby declares that the real property hereinafter described, except as herein provided, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restriction") hereinafter set forth. The provisions of this Declaration are intended to create mutual equitable servitudes upon each tract becoming subject to this Declaration in favor of each and all other such tracts, their heirs, successors and assigns, and to operate as covenants running with the land for the benefit of each and all such tracts becoming subject to this Declaration, and the respective owners of such tracts, present and future.

ARTICLE II.

EXISTING PROPERTIES

SECTION 1. EXISTING PROPERTIES. TREVINO TRACT which is and shall be held transferred, sold, conveyed and occupied subject to this Declaration is located in Webb County, Texas, and more particularly described on Exhibit "A" attached hereto.

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### ARTICLE III.

#### RESTRICTIONS

SECTION 1. USE RESTRICTIONS. TREVINO TRACT, in whole or in part, shall not be developed, used, or leased as:

- (1) a gasoline, petroleum or chemical refining plant;
- (2) a manufacturing or warehouse operation;
- (3) a dump or other disposal facility of any garbage or refuse (including tires, machinery, contaminated products/soil)
- (4) a truck stop;
- (5) a new or used car lot or an auto salvage yard;
- (6) a mobile home park;
- (7) a flea market;
- (8) a detention facility;
- (9) a school;
- (10) a vehicle impoundment yard;
- (11) an animal rendering plant; or
- (12) a feed lot.
- (13) no business of any kind
- (14) no sheet metal fence

SECTION 2: NUISANCE. TREVINO TRACT will not be used, in whole or in part, for any activity which will generate, create or emit (1) strong unusual or offensive odors, fumes, dust or vapors; (2) a public and private nuisance; (3) noises or sounds that are objectionable due to intermittence, beat, frequency, shrillness or loudness; (4) lighting that is objectionable due to brightness or position.

SECTION 3: HUNTING. Hunting or discharge of firearms shall be allowed on Tracts of more than fifty (50) acres.

SECTION 4: IMPROVEMENTS. All owners shall be allowed to construct home, ranch and/or farm type improvements on their respective property subject to approval by the architectural control committee hereafter named and further subject to the following:

(a) Conventional Home: Will be made of new material with a minimum square footage of 950 square feet of living area, with either brick, stucco, or hardi-plank exterior.

(b) Mobile (Manufactured) Home: All manufactured (mobile) homes shall be erected on pavement, concrete foundation, or per specifications approved for such permanent foundations for mobile homes as are required by the City of Laredo Building Code and shall be year model 2002 or newer.

(c) Other Improvements. Barns, corrals and/or pens will be made of new material.

SECTION 5: OIL, GAS AND OTHER MINERAL COMPANY LESSEES. Any owner of the property will not interfere, impair or prevent any Oil, Gas, and other Mineral lessee to

cross over any part of the property to serve such Lessee legitimate business use as provided in the lease covering the property and/or as otherwise permitted by law.

#### ARTICLE IV

##### RESTRICTIVE COVENANTS

SECTION 1. PARTITION. Other than any partitioning by the Developer and no other, any owner of TREVINO TRACT is prohibited from partitioning into smaller tracts and part of their property.

SECTION 2. FENCE. The primary owner that purchases a tract located within TREVINO TRACT from the Developer is responsible for constructing a perimeter fence surrounding all sides of the owner's respective tract. The fence must be at least four (4') feet high and contain a at least four (4) strands of barbed wire. The primary owner and all subsequent owners must maintain their respective perimeter fence at all times.

#### ARTICLE V

##### ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. The initial Architectural Control Committee shall be composed of Guillermo Benavides Z. and Manuel Benavides. If any member of such committee shall resign or be unable to serve, the remaining committee members shall select person or persons to fill such vacancies.

SECTION 2. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such committee shall fail to either respond to such plans and specifications for a period of thirty (30) days following submission, approval by the Committee shall not be required and full compliance with this provision shall be deemed to have been met.

SECTION 3. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction or architectural design requirements or that might not be compatible, in the sole discretion of this Architectural Control Committee, with the design or other character of the properties. A majority vote of the members of the Architectural Control Committee is needed to approve any action to be taken by such committee.

#### ARTICLE VI

##### GENERAL PROVISIONS

SECTION 1. DURATION. The covenants and restriction of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer and the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term commencing of the effective date hereof and ending December 31, 2030. During such initial term the covenants and restrictions of this Declaration may be changed or terminated only by

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an instrument signed by the then owners of at least eight (80%) percent of the TREVINO TRACT and properly recorded in the appropriate records of Webb County, Texas. Upon the expiration of such initial term, said covenants and restrictions (as changed, if changed), and the enforcement rights relative thereof, shall be automatically extended for successive period of twenty-five (25) years. During such twenty five (25) year extension periods, the covenants and restriction of this Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than eight percent (80%) of all of TREVINO TRACT and properly recorded in the appropriate records of Webb County, Texas.

**SECTION 2. ENFORCEMENT.** The Developer, or any Owner at his own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments, and all others contained in this Declaration. Failure of the Developer or of any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default. The Developer, or any Owner who prevails in any action brought to enforce any provision of this Declaration shall be entitled to reasonable attorney's fees plus any civil damages allowed by law. The County of Webb and City of Laredo are specifically authorized, (but no obligated) to enforce these Covenants.

**SECTION 3. AMENDMENTS BY DEVELOPER.** The Developer shall have and reserves the right at any time and from time to time, without the Joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed of record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein or for any other purpose, provided that any such amendment shall be consistent with and in furtherance of the general plan of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any owner or his mortgagee.

**SECTION 4. INTERPRETATION.** If this Declaration or any work, clause, sentence, paragraph, or other part thereto shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purpose or objectives of this Declaration shall govern.

**SECTION 5. OMISSIONS.** If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or in this Declaration should 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.

**SECTION 6. NOTICES.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the tax rolls of Webb County, Texas at the time of such mailing.

**SECTION 7. GENDER AND GRAMMAR.** The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

SECTION 8. SEVERABILITY. Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

SECTION 9. TEXAS LAW TO APPLY. This Declaration shall be governed and construed under the laws of the State of Texas.

EXECUTED and EFFECTIVE this 10 day of May, 2007.

ANAM, LTD.  
BY ANAM MANAGEMENT, L.C., GENERAL  
PARTNER

By: [Signature]  
GUILLERMO BENAVIDES Z,  
MANAGER

STATE OF TEXAS       §  
                                  §  
COUNTY OF WEBB     §

This instrument was acknowledged before me on the 10 day of May, 2007 by Guillermo Benavides Z., Manager of ANAM Management, L.C., General Partner of ANAM, Ltd., a Texas Limited Partnership, on behalf of said partnership.



[Signature]  
Notary Public, State of Texas

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