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Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

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DECLARATION

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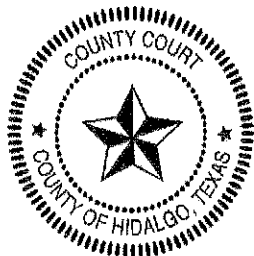
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STATE OF TEXAS
COUNTY OF HIDALGO

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Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas



ALAMO COUNTRY CLUB

OWNERS ASSOCIATION



TO EIGHTH RESTATED AND SUPERSEDING DECLARATION OF
COVENANTS, CONDITIONS, AND
RESTRICTIONS OF RECORD
PHASES 1, 2, AND 3

THIS DOCUMENT WAS PREPARED TO INCLUDE ALL PHASES AND OWNERSHIP OF OTHER
PARCELS OF ALAMO COUNTRY CLUB'S COVENANTS IN A SINGLE DOCUMENT.

LAST AMENDED March 3, 2026.

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ALAMO COUNTRY CLUB SUBDIVISION
EIGHTH RESTATED AND SUPERSEDING DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

This Eighth Restated Declaration of Covenants, Conditions and Restrictions Applicable to Alamo Country Club Subdivision, City of Alamo, Hidalgo County, Texas, [“The Subdivision”], has been approved by the majority of owners of the lots in the Subdivision, and by Alamo Country Club Owners Association (a Texas Nonprofit Corporation), the successor to Lonny Sumers (Trustee) of legal ownership of the areas in the Subdivision owned in common by the owners of lots in the Subdivision, as follows:

WHEREAS, Alamo Country Club Subdivision and all property therein [“the Subdivision”] is a subdivision located in the City of Alamo, County of Hidalgo, State of Texas, specifically:

ALAMO COUNTRY CLUB, Phase 1, a re-subdivision of Lot 11, Block 41, Alamo Land and Sugar Company Subdivision, as shown on the map or plat thereof recorded in the Office of the County Clerk, Hidalgo County, Texas; and

ALAMO COUNTRY CLUB, Phase 2, a re-subdivision of Lot 11, Block 41, Alamo Land and Sugar Company Subdivision, as shown on the map or plat thereof recorded in Volume 22, page 169, Map Records, Hidalgo County, Texas; and

ALAMO COUNTRY CLUB, Phase 3, a re-subdivision of Lot 12, save and except the East ½ of the Northeast 10 acres, Block 41, all Lot 13, Block 41 and all Lot 16 Block 42, Alamo Land and Sugar Company Subdivision, as shown on the map or plat thereof recorded in the Office of the County Clerk, Hidalgo County, Texas; and

WHEREAS, the Subdivision and each Lot therein is bound by certain Declarations of Covenants, Conditions and Restrictions [“the Covenants”] recorded as follows in the Official Records of the County Clerk of Hidalgo County, Texas as follows:

Declaration of Restrictions applicable initially to Phase 1, recorded at Volume 1796, page 425;

Declaration of Restrictions applicable initially to Phase 2, recorded at Volume 1809, page 928;

Declaration of Restrictions applicable initially to Phase 3, recorded at Volume 1839, page 1;

First Amendment applicable to the entire Subdivision, recorded as Document No, 942776 and 942777;

Amendment to the First Restates and Superseding Declaration of Covenants, Conditions, and Restrictions of Record, recorded under Document Number 2060373;

First Restated and Superseding Declaration of Covenants, Conditions, and Restrictions of Record, applicable to the entire Subdivision, recorded under Document Number 2328900; and

Third Restated and Super Declaration of Covenants, Conditions and Restrictions of Record, applicable to the entire Subdivision, recorded under Document Number 2013-2409636.

WHEREAS, the Declaration provides that it may be amended “by a vote of a majority of the owners of the Lots in said Subdivision ”and

WHEREAS, the necessary number of owners of Lots voted to amend the existing Declaration at the annual meeting of the Alamo Country Club Owners Association held on February 10, 2020; and

WHEREAS, the owners of Lots desire to restate the existing Declaration to incorporate the amendment.

NOW THEREFORE, the following Covenants, be and are imposed to run with the land upon the Subdivision and all its Phases, and each Lot therein, hereby revoking and superseding all the Covenants described above previously applicable to the Subdivision, as follows:

Lot Numbers for each Phase of the Subdivision:

Phase 1 shall continue of Lots numbered 1 to 123 on the recorded plat(s)

Phase 2 shall continue to consist of Lots numbered 124 to 251 on the recorded plat(s)

Phase 3 shall continue to consist of Lots numbered 252 to 590 on the recorded plat(s), except that Lot 1, REPLAT OF ALAMO COUNTRY CLUB SUBDIVISION PHASE 3, an Addition to the City of Alamo, Hidalgo County, Texas, as per map or plat thereof filed on December 9, 2009, and recorded under Clerk’s File No. 2009-2057848, Official Records and Map Records, Hidalgo County, Texas, shall continue to be excluded from the definition of the “Subdivision.”

Definitions:

1. Declarant is now and shall be Alamo Country Club Owners Association (ACCOA), which is also known as “Association” herein.
2. The Architectural Control Committee is also known as ARCO herein.
3. “Lot” means each parcel of land within the Subdivision, not a Common Area, numbered on the applicable recorded “plat”, a parcel of land designated for residential use.
4. “Improved Lot” shall mean a Lot containing a substantially completed residential structure of some kind (whether a mobile home or permanently affixed), whether or not occupied. Once a Lot becomes an “Improved Lot” its character shall not later change to an Unimproved Lot even upon removal or destruction of the improvements.
5. “Solar Energy Device” means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar generated energy for use in heating or cooling or in the production of power.
6. “Rainwater Harvesting System” means any equipment or devices installed for the accumulating and storing of rainwater for reuse before it reaches the subsurface.

ARTICLE 1 GENERAL CONDITIONS

01.01 All restrictions, covenants, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the Subdivision; shall create mutual, equitable servitudes upon each Lot in favor of every other Lot; shall create reciprocal rights and obligations between the respective owners of all Lots and privity of contract and estate between all grantees of said Lots, their heirs, tenants, guests, successors and assigns, and shall as to the owner of each Lot, their heirs, successors and assigns, and shall as to the owner of each Lot, their heirs, successors and assigns, operate as Covenants running with the land, for the benefit of all other Lots in said Subdivision and for the benefit of the Association.

01.02 These Declarations may only be amended by a majority vote of the Lots in the Subdivision, subject to vote allocation as set forth below. For purposes of amendment of the Restated Declarations, any Lots owned by the Association shall be excluded from the calculation of the total Lots entitled to vote for the purpose of determining a "majority". These Declarations shall be effective and applicable to all current Lots and all existing and future Lots, units and Phases and parcels of the Subdivision.

01.03 For the purposes of this Article and for any other vote of Lots or Members provided in these Declarations each Lot shall be entitled to one vote. In the event a person or party owns more than one Lot, they shall be entitled to one vote for each Lot owned. In the event there are several persons or parties who jointly own a single Lot, such persons shall decide among themselves how their vote shall be cast.

ARTICLE 2 VIOLATIONS OF THE RESTRICTIONS

02.01 If any of the parties hereto or covered by these Declarations or any Member or resident, their guest(s), agent(s), heirs, successors or assigns shall violate or attempt to violate or breach any of the covenants or agreements herein contained, the Association or any Member or lawful and permitted Lessor (according to these Restated Covenants and applicable Bylaws and Rules) of any Lot in said Subdivision shall have the right to prosecute any proceedings at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions, covenants, conditions or agreements, either to seek injunction or to cause said violation to be remedied or to recover damages or other relief for such violation or breach.

02.02 In addition, the Association, acting by and through its Board of Directors, or a committee appointed thereby, is hereby empowered:

02.02.01 to levy fines for a violation of these Declarations or

02.02.02 to enter onto a Lot to remedy a violation hereof and to charge said Member with such expense; or

02.02.03 to charge the Member for property damage, if applicable;

all pursuant to the applicable provisions of the Bylaws of the Association.

ARTICLE 3 OCCUPANCY RESTRICTIONS

03.01 OCCUPANCY RESTRICTIONS

03.01.01 The undersigned and all their successors and assigns intend for the Subdivision, and all Lots therein, to be marketed, operated, and maintained as a community for the housing of, and occupancy by, persons 55 years of age or older, and each Member and the Association is charged with the right and duty of complying with and enforcing this intent.

03.01.02 Each Lot in the Subdivision which is occupied shall be occupied by at least one person who is 55 years of age or older.

03.01.03 The provisions of Sections 03.01.02 above shall not apply to any person occupying a Lot who is not in compliance as of February 12, 2001 and who has and does continuously maintain that occupancy status. However, the provisions of Section A.2 above shall apply to any persons taking occupancy after February 12, 2001.

03.01.04 The provisions of Section 03.01.02 shall not apply to any person whose occupancy in the Subdivision subsequently becomes out of compliance with Section 03.01.02 because of the death, or physical or mental disability and subsequent moving to an appropriate care institution, of a co-occupant who was 55 years of age or older.

03.01.05 Each Member of a Lot in the Subdivision is responsible and liable for any violation of this Article 3 by tenants, guests and family.

03.01.06 To enforce and comply with Section 03.01.01 of Article 3, the Association may create, impose, and enforce any rules and procedures it deems necessary, including but not limited to verifying occupancy, requesting and requiring affidavits and proof of age from occupants of any Lot, and restricting access to the Common Areas of the Subdivision to enforce or verify compliance with Section 03.01.01 of Article 3.

03.01.07 The Association (acting by and through its Board of Directors or any committee or group appointed by the Board of Directors) and/or any Members shall have the right to enforce, by legal proceedings, any violation of Section 03.01.01 of Article 3 against the violator or the Member whose tenants, guests, or family commit such violation.

03.01.08 The Association acting by and through its Board of Directors, has the right to make special assessments on each Lot, an equal amount to be assessed for each Lot, for the purpose of raising funds to bring legal proceedings to enforce any perceived violations of Section 03.01.01 of Article 3 or amendments thereto. Any owner found to be in violation or non-compliance with Section 03.01.01 of Article 3 or any amendment thereof shall be liable for attorney fees and associated costs of the Association and/or any Member(s) seeking to enforce or assume compliance with such covenants.

03.02 ALAMO COUNTRY CLUB OWNERS ASSOCIATION

03.02.01 MEMBERSHIP. Every person who acquires title, legal or equitable, to any Lot in the Subdivision shall thereby become a Member of the Association which was formed as a Texas non-profit corporation provided, however, that such Membership is not intended to apply to those persons who hold an interest in any such Lot merely as security for the

performance of an obligation to pay money, e.g., mortgages, deeds of trust, or real estate contract purchases. All Residents and Members of the Association shall be not less than 18 years of age.

03.02.02 GENERAL PURPOSE AND POWERS. The general purpose of the Association is to further and promote the common interest and welfare of property owners in the Subdivision. The Association shall have such powers as are set forth in its Articles and Bylaws or that belong to it by operation of law. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to govern the use and enjoyment of such parks, Common Areas, recreational and community facilities and other properties as it may own from time to time.

03.02.03 OWNERSHIP OF PARKS AND RECREATIONAL FACILITIES. The Association shall have the power and authority to own and manage such parks, Common Areas, recreational and community facilities and other properties as may be conveyed to it. Each Member of the Association shall pay to the Association a monthly assessment for each Lot owned by him and/or such other sums as may be reasonably assessed from time to time as provided in the Bylaws.

03.02.04 MAINTENANCE OF FACILITIES. The Association shall be responsible for the maintenance, repair and upkeep of the properties, facilities and others mentioned in the foregoing Section 03.02.03.

03.02.05 ASSESSMENTS. The Association shall have all the powers that are set forth in its Articles of Incorporation and Bylaws or that belong to it by operation of law, including the power to levy against every Lot in the subdivision, uniform special or annual assessments as set forth in its Bylaws.

03.02.05.01 PAYMENT OF ASSESSMENTS: LIEN. Every such assessment made shall be paid to the Association or its designated agent for collection on or before the date established by its Board of Directors pursuant to the resolution adopted by such Board fixing the amount of such assessment. Written notice of such assessment and the date of payment shall be sent to each Member. Said assessments shall remain a lien upon the property of the respective Member until paid.

03.02.05.02 RECORDING NOTICE OF LIEN: Upon the adoption of a resolution of assessment, the Association shall thereafter cause a notice thereof and of the lien created thereby to be signed and acknowledged by it and recorded in the Office of the County Clerk, of Hidalgo County, Texas.

03.02.05.03 RELEASE OF LIEN: Such recorded notice shall embody said resolution and state the amount of assessment, the time payable, and when it becomes a lien. When paid, the Association shall from time to time execute, acknowledge and record in the Office of the County Clerk, Hidalgo County, Texas a release or releases of lien with respect to the property for which payment has been made.

03.02.05.04 ASSUMPTION OF OBLIGATION TO PAY ASSESSMENTS: Each Member of the Association in the Subdivision shall by acceptance of a deed thereto or the signing of a

contract or agreement to purchase the same bind the member, heirs, personal representatives and assigns to pay all current and future charges determined and levied upon such Lot; including interest thereon and collection costs thereof, if any, including attorney's fees. The obligation to pay such charges, interests and costs thereby constitutes an obligation running with the land. Sale or transfer of any Lot shall not affect any lien or charges provided for herein.

03.02.05.05 SUBORDINATION OF ASSESSMENT LIENS: Liens of first mortgages and/or first trust deeds placed upon any Lot for the purpose of construction of a residence or other improvement thereon which are recorded in accordance with the laws of the State of Texas shall be from the date of recording of each, superior to any and all such liens provided for herein.

03.02.05.06 DISPOSITION OF ASSESSMENT FUNDS: The funds arising from such assessments, so far as may be sufficient, shall be applied toward the payment of expenses incurred by the Association in the maintenance of its properties and in furthering and promoting the community welfare of property owners in the Subdivision, all as set forth and provided in its Articles of Incorporation and Bylaws.

ARTICLE 4 DESCRIPTION OF LOTS

04.01 All Lots in the Subdivision shall be known and described as residential Lots upon which may be constructed all forms of single-family residences, provided such constructions shall comply with the design restrictions set forth in Article 6 of the declaration and in the designated areas zoned for home construction.

ARTICLE 5 APPROVAL OF PROPOSED STRUCTURES

05.01 Before construction of any permanent structure on any of the Lots in said Subdivision, the Member owning such Lot shall submit the plans and specifications for such permanent structure to the Association's Architectural Control Committee (hereafter also referred to as "ARCO") who shall consider, evaluate, examine, pass upon and approve or disapprove of or conditionally approve of said plans and specifications, as required under these restrictions, covenants, conditions and agreements.

05.02 ARCO's approval, disapproval or conditional approval shall be endorsed upon the plans and specifications submitted by the Member and shall be further evidenced by a properly written instrument acknowledged by ARCO. Such written acknowledgment shall be returned, accompanied by one set of the submitted design documents to the applicant within thirty (30) days after submission or, if rejected by ARCO thirty (30) days after each re-submission by the Member.

05.03 In the event ARCO fails to approve or disapprove before the expiration date in paragraph 2 above, or in any event, if no suit to enjoin the construction of the permanent structure has been commenced prior to the completion of the construction thereof, written approval of ARCO will not be required, and the related covenants contained herein shall be deemed to have been complied with.

05.04 ARCO cannot and will not be held responsible for any error in structural design or for any non-conformance with applicable building codes and/or local laws or regulations in the

plans and/or specifications approved by it, nor for any defect in design or construction of any building or structure constructed according to those plans and/or specifications.

05.05 The Association acting through its Board of Directors may, at its discretion, from time to time, in the interests of owners in connection with proposed structure, issue statements or memoranda setting forth standards or other matters as it may deem helpful or desirable for information to and assistance of owners in satisfying the design requirements of ARCO as a condition to approval of submitted plans and specifications.

05.06 It shall remain the prerogative and within the jurisdiction of the Board of Directors to grant approval of exceptions to the declared restrictions covenants, conditions and agreements contained herein, variances there from and other forms of deviation, assuming that such exceptions, variances or deviations will not in any way detract from the appearance of the premises or be detrimental to the public welfare or to the property or the persons located within two hundred (200) feet thereof, or be in violation of any applicable law, code or regulation.

05.07 The foregoing architectural review functions of the Association shall be vested in and exercised by that certain body to be known as ARCO as the same shall be constituted from time to time as hereinafter provided. ARCO shall be composed of not less than three (3) members to be appointed by the Board of Directors. ARCO committee members shall be subject to removal by the Board of Directors, and any vacancies from time to time existing shall be filled by appointment of the Board of Directors.

ARTICLE 6 DESIGN RESTRICTIONS

06.01 All building structures shall be made of new materials, except for natural stone and used brick masonry used in such construction. No mobile or manufactured homes, new or used, may be placed on any Lot in the Subdivision.

06.02 No garage, guest home, bath house, servant's quarters, hobby shop, storage or accessory building of any kind shall be built unless architecturally interconnected with the main building. No patio or other sheltered space shall be erected except with a roof that forms an integral part of the main roof and is covered with the same roofing material. The installation of awnings, either at the time of the building erection or at any later date, shall at all times be subject to the written approval of ARCO.

06.03.01 Colors and materials used for exterior finishes and roofs shall be first approved in writing by ARCO. Skirt boards shall screen the under floor area on all sides of mobile homes, and all skirting must be of brick construction, on concrete foundation, 4 inches wide and 4 inches thick minimum unless a variance is approved by the Board of Directors. Color of brick and mortar shall be approved as well.

06.03.02 All exterior color schemes shall be in neutral colors. Existing mobile home exteriors must be of brick, wood or exterior Masonite, with either composition, cedar or tile shingles. Attached garages must be constructed to conform architecturally with the color scheme of the mobile home, and must be at least 10 feet x 22 feet in size.

06.03.03 Patio homes must be of seventy (70%) brick or block, with either composition, cedar or tiles roofs. All garages and storage buildings must conform to the same structure and to the materials used to build the home.

06.03.04 All home sites must obtain city building permits in the City of Alamo, Texas, Municipal Building.

06.04 Location of air-conditioning units, evaporative coolers, other mechanical equipment or devices and roof jacks, vent caps and other roof outlets shall be designated on building plans, and must first be approved in writing by ARCO. All mobile home steps must be of brick, concrete or wood, aesthetically matching the skirting of the home.

06.05 All patio homes will have a minimum 1000 sq. ft. of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches and garages) unless approved by the Board of Directors.

06.06 ARCO, with the approval of the Board of Directors, shall have the authority to set up regulations as to the height and size requirements for all other types of buildings and structures, including fences, walls, coping, etc.

06.07 Sidewalks must be installed by the Member within 18 months of purchase date. Sidewalks must be centered on a 17 ½ feet line from the center-line of the street. Sidewalks must go from property line to property line. The Association will install the long sided walk on corner Lots. Sidewalks must be 5 inches thick by 5 feet wide with 6 inches x 6 inches gauge wire mesh or comparable fiber mesh reinforcing. Patios, walkways, covered entrances, etc. must be 4 inches thick with 6 inches x 6 inches 10-gauge wire mesh or comparable fiber mesh reinforcing. Driveways must be a minimum of 12 feet wide by 5 inches thick and a minimum of 25 feet long in phase 1 and 2, and a minimum of 15 feet long in phase 3. All members are responsible for maintaining the sidewalk on their property.

06.08 All property lines shall be kept free and open one to another and no fence shall be permitted on any Lot or Lot lines except where, in the opinion of ARCO, a fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area. Security fences are allowed with ARCO approval.

06.09 Each Lot has a specified and dimensioned area, which limits the extent of the portion thereof upon which any improvement can be constructed. The following minimum dimensions shall govern for front, side and rear setbacks on all Lots:

06.09.01 Phases 1 & 2 - twenty five (25) feet and Phase 3 fifteen (15) feet from the front of each lot line of each lot abutting the street, or such set back as may be required by the City of Alamo.

06.09.02 Phases 1, 2 & 3 - five (5) feet from each side line.

06.09.03 Phases 1 & 2 - twenty (20) feet & Phase 3 - thirty (30) feet from the rear line provided lot depth is 125 feet.

06.09.04 Homes on corner lots must be set back a minimum of fifteen (15) feet on the long side of the lot.

06.10 Colors and all materials used in the installation of Solar Energy Devices shall be approved in writing by ARCO. All Solar Energy Devices must conform to the following restrictions:

06.10.01 Securely attached to the roof.

06.10.02 Do not extend higher than or beyond the roofline.

06.10.03 Conforms to the slope of the roof and has a top edge that is parallel to the roof-line.

06.10.04 Frames, support brackets or visible piping or wiring must be a silver, bronze or black tone commonly available in the market place.

06.11 ARCO may approve other roof materials that meet the following restrictions:

06.11.01 Are designed primarily to be wind and hail resistant.

06.11.02 Are designed primarily to provide heating and cooling efficiencies greater than those provided by customary composite shingles, or

06.11.03 Provide solar generation capabilities, and when installed:

06.11.03.01 Resemble the shingles commonly used and approved.

06.11.03.02 Are more durable than and are of equal or superior quality to the shingles commonly used and approved.

06.11.03.03 Match the aesthetics of the properties surrounding the owner's property.

06.12.01 All Rainwater Harvesting Systems must be approved by ARCO. No Rainwater Harvesting System may be located between the front of the property owners' home and an adjoining or adjacent street.

06.12.02 ARCO shall regulate the color, size, type and shielding of, and the materials used in the construction of any Rainwater Harvesting System that is located on the side of a house or at any other location that is visible from the street, another lot, or a common area. However, ARCO's restrictions shall not prohibit the economic installation of a Rainwater Harvesting System as long as there is a reasonable sufficient area on the property's Lot in which to install the requested system.

ARTICLE 7 LANDSCAPING

07.01 Upon completion of permanent structures, all unpaved areas shall be landscaped.

07.02 No trees in excess of three inches in diameter measured at a point twelve (12) inches above the ground shall be removed from any lot without first obtaining written approval of ARCO.

07.03 Irrigation sprinkler system design must be approved by a Landscape Architect or a licensed Landscape Irrigator.

07.04 Yard maintenance is the responsibility of the Lot owner. If a yard maintenance company is used, the name and telephone number of that company must be provided by the owner to Alamo Country Club management. Alamo Country Club management will contact the company if a Lot needs emergency maintenance.

ARTICLE 8 GENERAL PROHIBITIONS AND REQUIREMENTS

08.01 No outside toilet or individual water well shall be constructed on any Lot. All plumbing fixtures, dishwashers, toilets, etc., shall be connected to the sanitary sewer system. No external clothes lines will be used.

08.02 No temporary house, trailer, tent, garage or other out building shall be placed or erected on any Lot; provided, however, that ARCO may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.

08.03 No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications and received approval from all governmental agencies having jurisdiction and authority with respect thereto.

08.04 No animals or livestock of any description, except the usual domestic household pets, shall be kept outside on any Lot. All animals must be controlled by owners and kept on a leash at all times. No pets are allowed on the golf course, golf practice areas, nature park areas, or mail box areas except for registered service animals.

08.05 Signs placed on Lots will be regulated by the Board of Directors. The Board of Directors will modify and update the Association Rules and Regulations related to signs in the community, periodically as necessary, to keep them current with federal and state law, city code and the state of the industry concerning the advertising of property for sale or rent. The Board of Directors may designate ARCO to review sign issues.

08.06.01 No motor-home vehicle, boat, boat trailer, camper, travel trailer, or other similar vehicle or trailer shall be parked for a period of more than three (3) days on any Lot in the Subdivision, in such a manner or location as to be visible to the occupant of other Lots within the Subdivision, to the users of any street or park, or to the users of the golf course.

08.06.02 Parking on the streets or alleys within ACC is subject to the City of Alamo ordinance. No vehicle of any type shall be parked on any grass or rock yard. Vendor trucks/trailers left at ACC overnight or for extended periods must be parked in the parking lot by the front gate.

08.06.03 The General Manager may allow a temporary hardship exception for vehicles parked on lots.

08.07.01 No stripped, unsightly, offensive, wrecked, junked or dismantled vehicle or portions thereof, no furniture or appliances designed for normal use or operation within, as distinguished from outside dwellings, and no building or construction materials or supplies shall be parked, permitted, stored, or located upon any street in the Subdivision, or on any Lot or Common Areas thereof in such a manner or location as to be visible to the occupant of other Lots within the Subdivision or to the users of any street or park.

08.08.01 Every tank for the storage of fuel installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened to the satisfaction of the Association by fencing or shrubbery.

08.08.02 Every outdoor receptacle for ashes, trash, rubbish or garbage shall be screened or so placed and kept as not to be visible from any street or park within the subdivision or from the pond at any time. During refuse collections, garbage shall be placed at front of home.

08.09 All Lots, whether occupied or unoccupied, and any improvement placed thereon shall at all times be maintained in such a manner as to prevent their becoming unsightly by the accumulation or rubbish or debris thereon. In the event any such Lot or improvement thereon is not so maintained, the Association shall have the right, through its agents and employees, to enter thereon for the purposes of maintenance, restoration or repair, and to charge said property owner with such expense.

08.10 No noxious or offensive activities shall be allowed on any Lot, or on the pond surface, or on any street or park. There shall be nothing done thereon that shall be or become an unreasonable annoyance or nuisance to the neighborhood, including the keeping of animals or pets.

08.11 No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

08.12 No exterior antennas of any kind shall be permitted or erected on any Lot or residence unless it is permitted within the parameters of FCC regulations.

08.13 No trash, ashes, garbage or other refuse shall be dumped or stored on any Lot or Common Areas in the Subdivision. No outside burning of trash or garbage shall be permitted.

08.14 No improvement which has been partially or totally destroyed by fire, earthquake or otherwise, shall be allowed to remain in such state for more than six (6) months from the time of such destruction.

08.15 Every building, dwelling or other improvement, the construction of which is begun on any Lot, shall be completed within six (6) months after the beginning of such construction, and all Lots must have a single-family residence build upon said Lot within 24 months from closing date of Lot purchase. Upon failure to comply with this provision the Association shall have the right to purchase said Lot from owner.

08.16 Every building, structure, dwelling or other improvement which is constructed or placed on any Lot in said Subdivision shall comply with all applicable laws, ordinances, building codes, rules and regulations.

08.17 Exposed openings resulting from any excavations made in connection with the construction or placement of structures on a Lot in said Subdivision shall be properly back-filled and compacted, and the disturbed ground shall be graded so as to be level.

08.18 No person, under the age of eighteen (18) years, shall reside on any Lot. All persons under 18 years must be supervised by the inviting Member/Resident or their representative. Persons under 18 will not be permitted on the golf course.

08.19 Members and Residents will be charged for guests on tennis courts, shuffleboard courts, golf course and swimming pool. (Members' Meeting 02-09-2026) Guests outside of a 150-mile radius from Alamo Country Club (ACC) will be subject to the guest charge assessed by the Board of Directors for use of the amenities.

08.20 A Member/Resident or their representative must accompany all guests when visiting common recreation areas, with the exception of the pool area, where guests 18 years of age and older need not be accompanied by a member or resident.

08.21 On the golf course, golfers will walk or use golf carts unless an exception is approved by the Board of Directors. All carts will be numbered in bold number on each side of cart with the Member's Lot number. The golf course will be restricted to walking only in inclement weather, to be judged by the golf course supervisor.

ARTICLE 9 EASEMENTS

09.01 Slope control and drainage.

09.01.01 The Association reserves for itself, its successors and assigns, easements for the maintenance and permanent stabilization and control of slopes in the slope-control areas designated on the maps as "Drainage Courses" of all kinds in the areas designated on the maps as "Drainage Easement".

09.01.02 Within the areas subject to these easements, no structure, planting, or other materials shall be placed or permitted to remain and no activity shall be undertaken which may damage or interfere with established slope ratios or drainage courses, create erosion or sliding problems, or obstruct, retard or change the direction of the flow of water over such slope-control areas or through such drainage courses.

09.02 Utilities.

09.02.01 The Association reserves for itself, its successors and assigns easements for the installation and maintenance of utilities over the areas designated on the maps as streets and parks and over strips of land five (5) feet in width along the front property line of each Lot in the Subdivision. For the purposes of this paragraph, the term "utilities" shall include, without limiting the generality or requiring the installation thereof, sewers and radio and television transmission cables.

09.02.02 Within these easements, no structure, planting or other materials shall be placed or permitted to remain, and no activity shall be undertaken, which may damage or interfere with the installation or maintenance of utilities.

09.02.03 The areas subject to such easements and all improvements therein shall be maintained continuously by the owner of the Lot in which they are located except for those improvements for which a public authority or utility company is responsible.

ARTICLE 10 ANNEXATION OF SUBSEQUENT UNITS OR PARCELS

10.01 The Association, its successors or assigns, may, from time to time and in its sole discretion, annex into the Subdivision any other real property in Hidalgo County presently

owned by the Association and which the Association contemplates including in the Alamo Country Club Subdivision as well as other property from time to time owned by the Association which is contiguous to any part of the Subdivision.

10.02 Such annexation shall become effective, and the Board of Directors shall have and shall accept and exercise jurisdiction over the property covered thereby, when Alamo Country Club Owners Association shall have recorded a declaration which may consist of more than one document and which shall, among other things:

10.02.01.01 Describe the real property which is annexed to the Subdivision;

10.02.01.02 Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to these Covenants, except as the same may be modified only with respect to the annexed property; and

10.02.01.03 Set forth or refer to any such additional, new, modified or other Covenants that may be made applicable to such annexed property.

10.02.03 Limitation. These restrictions may be incorporated into such declaration by reference to pertinent recording data or may be in substantially the same form and length as these restrictions provided, however, that in either event:

10.02.03.01 There will be no discrimination against property owners within the subdivision.

10.02.03.02 The Association's powers to make assessments and enforce liens shall not be curtailed with respect to such newly annexed property.

ARTICLE 11 GRANTEE'S ACCEPTANCE

11.01 The owner of any Lot within the subdivision, the grantee(s) of any Lot subject to the coverage and effect of this Declaration of ownership of a Lot or acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether such deed or ownership exists at the time of enactment of these Restated Declarations or arises later, by such acceptance and ownership shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with each of the Lots within the Subdivision to keep, observe, comply with and perform said Covenants.

11.02 Each existing and subsequent owner of each Lot in the Subdivision also agrees, by such ownership, to assume all responsibilities and liabilities imposed upon the owner of the Lot owned and the Lot by these Restated Declarations.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.01 The result of every action or omission whereby any restriction, Covenant, condition of agreement herein contained is violated or breached, in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an owner or lessee, either public or private, for a nuisance shall be applicable

against every such result and may be exercised by the Association or by any owner of any Lot in the Subdivision, subject to these restrictions.

12.02 In no event shall a violation or breach of a restriction, covenant, condition or agreement contained herein result in a forfeiture of title other than foreclosure of a lien (as allowed by these Restated Declarations) for default in payment of assessments owed the Association.

12.03 Violation or breach of any of the Covenants, contained herein, or any re-entry by reason of such violation or breach, shall not defeat or render invalid or in any way supersede or reduce the security of any mortgage or deed of trust made in good faith and for values as to any of the Lots in said Subdivision or the property or any part thereof, provided, however, that such Covenants, shall be binding upon and effective against any purchaser at any sale, whether judicial or non-judicial, under a foreclosure of such mortgage or deed of trust, and his successors and assigns, who shall hold any and all property so purchased subject to all of the restrictions, covenants, conditions and other provisions of this Restated Declaration.

12.04 Article headings, where used herein, are inserted for convenience only, and are not intended to be part of this Declaration or in any way to define, limit or describe the scope and intent of the particular articles to which they refer.

12.05 If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

CERTIFICATE

The undersigned, acting with the authority of the Board of Directors of Alamo Country Club Owners Association, a Texas nonprofit Corporation, hereby certifies that upon a vote of the owners of over a majority of the Lots in the Alamo Country Club Subdivision, by proper vote conducted in accordance with the procedures of Alamo Country Club Owners Association as well as the applicable Declarations and Covenants recorded in the records of the Hidalgo County Clerk, the preceding Eighth Restated and Superseding Declarations, Covenants, Conditions, and Restrictions of Record of Record applicable to Alamo Country Club Subdivision, City of Alamo, Hidalgo County Texas was in all things properly AGREED, APPROVED, RATIFIED, and made wholly effective, and was also approved and made wholly effective, and was also approved and consented to by the Alamo Country Club Owners Association.

ALAMO COUNTRY CLUB OWNERS ASSOCIATION
A Texas Nonprofit Corporation

By:  3/9/2026
Stephen Carter, President of Date
Alamo Country Club Owners Association

ATTESTATION: I, being the Corporate Secretary of Alamo Country Club Owners Association, attest that the above signature is that Stephen Carter, President of Alamo Country Club Owners Association, and that he was and is properly authorized by Alamo Country Club Owners Association, acting by and through its Board of Directors, to sign same on behalf of Alamo Country Club Owners Association.

By:  3-9-2026
Patricia Whalen, Secretary of Date
Alamo Country Club Owners Association

THE STATE OF TEXAS
COUNTY OF HIDALGO

§
§

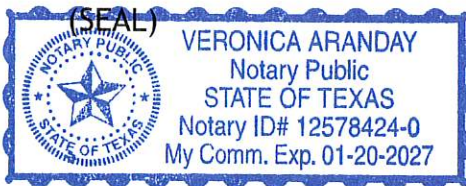
Before me, the undersigned authority on this date personally appeared Patricia Whalen and Stephen Carter known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same in the capacities stated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 9th

Day of March 2026.

Veronica Aranday

NOTARY PUBLIC IN AND FOR THE STATE OF
TEXAS



MY COMMISSION EXPIRES 01/20/2027