

Hidalgo County  
Eddy Trevino  
County Clerk  
Edinburg, TX 78540



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Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

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**Record and Return To:**

WILLIAM RAY NELSON  
2613 WILDWOOD DRIVE  
WESLACO TX 78596



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR COTTON ESTATES CENTRAL SUBDIVISION**

THE STATE OF TEXAS  
  
COUNTY OF HIDALGO

§  
§ **KNOW ALL MEN BY THESE PRESENTS:**  
§

**WHEREAS, RGV CENTEX INVESTMENTS LTD.** of 2613 Wildwood Drive, Weslaco, Hidalgo County, Texas (hereinafter jointly called "Developer") is the owner of all that certain real property located at Mile 6 West and Mile 9 ½ to 10 North, near Weslaco, Hidalgo County, Texas, known as Cotton Estates Central Subdivision as per map or plat thereof recorded in Volume 47 , Pages 126 and 127 , Map Records, Hidalgo County, Texas, reference to which is made thereto and incorporated herein for all purposes.

**WHEREAS,** Developer will convey the lots as described on the plat of the subdivision, subject to certain covenants, set forth, pursuant to an established general plan for the improvement, development and sale of said property.

**NOW, THEREFORE,** it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following easements, restriction, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in and to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restriction, covenants and conditions shall insure to the benefit of each owner thereof.

**ARTICLE ONE**

**DEFINITIONS  
OWNER**

1.01 "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 on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**PROPERTIES**

1.02 "Properties" shall mean and refer to that certain real property herein described, and any additions thereto.

**LOT**

1.03 "Lot" shall mean and refer to that portion of Cotton Estates Central plots of land shown upon the plat and subdivision map recorded in the Map Records of Hidalgo County, Texas, on which there is or will be built a single family dwelling.

## **ARTICLE TWO**

### **ARCHITECTURAL CONTROL COMMITTEE COMMITTEE MEMBERS**

2.01 Developer shall designate and appoint the initial Architectural Control Committee (the "Committee") consisting of three (3) qualified persons to serve until December 31, 2006. If any member becomes unable or unwilling to continue to serve during such term, Developer shall appoint a successor to finish the respective term. After December 31, 2006, WILLIAM RAE NELSON and/or JASON EBERLE and/or MANUEL CHAPA shall continue to serve as a member of the Architectural Committee until all building lots in said subdivision are sold and no longer owned by Developer. Thereafter, Developer shall continue to appoint WILLIAM RAE NELSON or JASON EBERLE or MANUEL CHAPA and two (2) other Owners annually as long as there remain any undeveloped lots (meaning lots without single family residences constructed thereon). After all lots have been developed, the Owners will elect a Committee of three (3) persons annually from the group of Owners. The Committee members shall remain in office until such time as the Owners shall elect new Committee members.

### **FUNCTIONS OF COMMITTEE**

2.02 The Committee shall perform the functions provided for and consistent with the provisions of this Declaration.

### **APPROVAL OF PLANS AND SPECIFICATIONS**

2.03 No building, fence, wall, road, driveway or other structure shall be commenced, erected, altered or maintained upon the properties, nor shall any exterior addition to, or change or alterations therein, be made, except as set forth below, until samples of the brick or exterior paint (if brick is not to be used) and roofing materials, and the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Committee and copies of all approvals/permits from the applicable governmental authorities (building permit, etc.) shall have been provided to the Committee.

### **CONTRACTOR APPROVAL**

2.04 Every Owner is responsible to the Committee for the actions of the contractor they elect to use for the construction of their residence. Therefore, prior to approval of any plans, all Owners will be required to submit the name of the contractor and such contractor's qualifications to the Committee to determine whether acceptance of such contractor will be granted or denied. Subject to approval of the contractor by the Committee, a notarized letter with the signatures of both the Owner and the contractor accepting and agreeing to comply with the following conditions must be filed with the Committee prior to the commencement of construction:

- (1) All light vehicular traffic will be confined to the lot under construction and the streets.
- (2) Heavy vehicular traffic [cement trucks (maximum 8 yards per load) and trucks used to deliver construction materials) will be subject to weight restrictions at all entrances.
- (3) All vehicles off loading materials with a forklift will do so on the construction site lot

as opposed to the street .

- (4) Cement disposal will be confined to the lot under construction only and not within any other area of the subdivision and must otherwise comply with all applicable laws and regulations.
- (5) A serviced portable restroom unit or other similar facility must be provided on site from start to finish of construction.
- (6) A waste disposal container where all waste material can be retained and disposed of when full or as required must be on site prior to framing of house.
- (7) Contractor is liable for the waste disposal actions of contractor's employees or sub-contractors while on Cotton Estates Central premises from start to finish daily.
- (8) Absolutely no open trailers serving as a trash retention container.
- (9) At the end of each work day all waste materials must be disposed of in the on site Dumpster.

Maintaining the cleanliness of the subdivision is a major priority and absolutely no provisions within the restrictions will allow for a violation of any aspect of the conditions outlined herein. The Committee reserves the right to rectify any violation of the above conditions at a fee of not less than ONE HUNDRED DOLLARS (\$100.00) per violation per day which fee constitutes a lien against the property as provided for below. Any fee becoming due as a result of violation of the rules set forth herein shall be due and payable upon the earlier to occur of the sale of the lot or on written demand from the Committee.

#### **FAILURE OF COMMITTEE TO ACT**

2.04 In the event that any plans and specifications are submitted to the Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been made. The Owner providing such plans to the Committee shall do so in writing and shall obtain a written receipt setting forth the time and date of delivery and such receipt shall be extended in writing by a committee member.

#### **FAILURE TO COMPLY**

2.05 In the event that any Owner fails to comply with any provision of the agreement then and in the event, the Committee or any other Owner(s) may enforce the terms hereof either at law or in equity and shall have the right to seek injunction relief. The prevailing party in such action shall be entitled to receive its reasonable attorney's fees and costs of court as may be awarded by a court of competent jurisdiction.

### **ARTICLE THREE**

#### **MEMBERSHIP AND VOTING RIGHTS IN THE HOMEOWNER'S ASSOCIATION**

3.01 There shall be established a non-profit corporation known as COTTON ESTATES CENTRAL HOMEOWNER'S ASSOCIATION (the Association).

3.02 There shall be two (2) classes of Membership: Class A and B.

3.03 Every person or entity, except Developer, who becomes an Owner of any lot subject to these restrictions automatically shall be a Class A Member of the Association by acceptance of a deed of conveyance or by entering into a Contract for Deed relating to the purchase of such lot, provided that any

such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

3.04 Developer shall be a Class B Member.

3.05 Each Class A Member shall be entitled to one (1) vote for each Lot in which he or she holds the interest required for Membership. When more than one person holds such interest, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such Lot. The Class B Member shall be entitled to three (3) votes for each Lot owned by Developer for themselves, their heirs, successors or assigns.

## **ARTICLE FOUR**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

4.01 Developer, for each Lot within the Properties subjected to the provisions of these restrictions, hereby covenants and each Owner of any such Lot or Unit, by acceptance of a deed therefor or Contract for Deed relating to the purchase thereof (whether or not it shall be so expressed in any such deed or contract), shall be deemed to covenant for himself, his heirs, representatives, successors and assigns to pay to the Association an annual assessment and such other special assessments as provided herein. All such assessments, together with interest thereon and cost of collections thereof, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land when such lien is perfected as provided in this Article and by the proper and prior filing of this Declaration. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the Owner of such assessed lot at the time when the assessment fell due. The Association has the right to foreclose on any property on which any assessments are owed for two (2) or more years.

4.02 The annual assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners, and for the improvement and maintenance of the Common Properties, and to provide services and facilities related to all or any of the foregoing matters, and of the Owners, including, but not limited to, discharge of the obligations of the Association as imposed by these restrictions, payment of taxes, if any, upon the common Properties, payment of insurance with respect to the Common Properties and repair, replacement and additions thereto, payment for any services provided to Owners with respect to the foregoing matters, and for the cost of labor, equipment, materials, management and supervision thereof. Assessments are to be used for administration, management and associated costs and as otherwise provided herein. The Association may permit the assessment to be paid on an annual, semi-annual, quarterly or monthly basis.

4.03 The maximum annual assessment for the calendar year ending December 31, 2004, shall be TWO HUNDRED FIFTY DOLLARS (\$250.00) per Lot. The maximum annual assessment may not be increased for any subsequent year to an amount which is more than ten percent (10%) compounded from the year of the last increase, without a vote of seventy-five percent (75%) of the Owners in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

4.04 A notice of any annual assessment increase shall be provided to all Owners of the Association 60 days prior to such increase in the Assessment. Such notice shall specify the reason for the

increase.

4.05 In addition to the annual assessment authorized in this Article, the Association may levy, in any assessment year, a special assessment applicable to that year only, and not in excess of three times the then current annual assessment, for the purpose of defraying, in whole or in part, the cost of construction, improvement, reconstruction, repair or replacement of a capital improvement upon the existing common properties and areas, including fixtures and personal property related thereto, provided that any such assessment shall have the affirmative vote of seventy-five percent (75%) of the Owners in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

4.06 Each Owner is also required by the City of Weslaco to construct sidewalks on each Lot as construction permits are issued. The timing of sidewalk construction will coincide with the construction of each driveway. The sidewalks shall be built to the City of Weslaco specifications and are subject to the approval and oversight of the Committee.

The estimated cost for sidewalk construction at this time is ONE THOUSAND ONE HUNDRED AND TWENTY FIVE (\$1,125.00) which is hereby assessed against each Lot as a "preconstruction fee" as a special assessment as provided for in Article 4.01 above. For all sidewalks installed after December 31, 2006, an inflation factor will be added to such "preconstruction fee" in an amount to be determined by the Committee, whose decision shall be final and binding.

The special assessment "preconstruction fee" is due and payable to the Developer on or before the commencement of construction of any residence on the Lot. The Developer will disburse such funds to the entities performing such work after completion thereof to the satisfaction of Developer (in Developer's sole and absolute discretion) and any governmental entity having jurisdiction thereof and written authorization is signed by Owner. All costs in excess of the "preconstruction fee" are the responsibility of the Owner. Any excess funds will be returned to Owner.

4.07 Notice of the lien referred to herein may be given by the recording in the Official Records of Hidalgo County, Texas, of an Affidavit of Delinquent Assessment And Notice of Lien, duly executed by an officer, managing agent or officer of the Association, setting forth the amount owed, the name of the last known Owner of record, and the legal description of the Lot.

4.08 Each Owner hereby expressly recognizes the existence of said lien as being prior to the ownership of such Lot and hereby vests in the Association the rights and power to bring all actions against such Owner personally for the collection of such unpaid assessments, interest, reasonable attorney's fees and all costs and expenses, and to enforce the aforesaid lien by all methods available for the enforcement of liens, both judicially and by non-judicial foreclosure pursuant to and in accordance with Tex. Prop. Code Ann. §51.002 (as same may be amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of a deed to his/her Lot, each Owner expressly grants, bargains, sells and conveys to the President of the Association from time to time serving, as Trustee (and to any substitute or successor Trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid lien for assessments and other sums due hereunder remaining unpaid by such Owner. The Trustee herein designated may be changed from time to time by execution of an instrument in writing signed by the President or Vice-President of the Association and attested to by the Secretary of the Association and filed in the office of the County Clerk of Hidalgo County, Texas. In the

event of the election of the Board to foreclose the lien, then it shall be the duty of the Trustee, or his

successor, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and sell such Lot, and all rights appurtenant thereto, at the Hidalgo County Courthouse, the county in which the Lot is located, at the place designated by the County Commissioners, on any month between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m., the notice of sale to include the time of sale as provided by law, to the highest bidder for cash at public venue after the Trustee shall have given notice of the proposed sale in the manner hereinafter set forth and to make due conveyance to purchaser or purchasers, with General Warranty of Title of such purchaser or purchasers binding upon the Lot owner, its heirs, executors, administrators and successors. The Trustee shall give Notice of such proposed sale by posting a written Notice of time, place and terms of sale for at least twenty-one (21) consecutive days preceding the date of sale at Hidalgo County, Texas and, in addition, the Board shall serve written Notice at least twenty-one (21) consecutive days preceding the date of sale or the proposed sale by certified mail on each such owner or owners according to the records of the Board, and file the appropriate Notice with the County Clerk's Office of Hidalgo County, Texas. Service of such Notice shall be completed upon deposit of the Notice, postage prepaid, properly addressed to such owner or owners at the most recent address as shown by the records of the Association, in a Post Office or official depository under the care and custody of the United States Postal Service. The Affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of such service. At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such property and such occupancy shall constitute a tenancy -at-sufferance, and the purchaser at such foreclosure sale shall be entitled to appoint a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such property by forcible detainer or by Writ of Possession.

4.09 It is the intent of the provisions of this Article to comply with Tex. Prop. Code Ann. §51.002 relating to non-judicial sales by power of sale, and in the event of the amendment of §51.002 hereafter applicable hereto, the President of the Association acting without joinder of any Owner may amend these restrictions and covenants to comply with such amendments to Tex. Prop. Code Ann. §51.002.

4.10 Delinquent assessments shall bear interest at the rate of 15% per annum from the date of delinquency. The Association may bring either an action at law against the person personally obligated to pay the same, or to foreclose the lien against the property and there shall be added to the amount of such assessment of costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest as provided and reasonable attorney's fees to be fixed by the court, together with the cost of such action.

4.11 Notwithstanding the foregoing, no assessments, charges or liens shall be assessed with respect to any Lot owned by Developer unless such Lot is subject to a Contract for Deed which is separate and apart from an Earnest Money Contract.

4.12 The Association upon request and payment of a service fee of not more than \$10.00 as set by the Association from time to time, at any time shall furnish any owner liable for any assessment a certificate in writing signed by an officer of the Association setting forth which assessments, if any, have

been made with respect to Owner's property and which are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

## **ARTICLE FIVE**

### **LOT MAINTENANCE**

In the event an Owner shall fail to maintain any Lot in a neat and orderly manner (deemed to exist when weeds, grasses or other types of vegetation exceed twelve (12) inches in height). Developer or the Committee shall have the right, through their agents and employees, to enter upon said Lot and to maintain and clean the Lot at the expense of the Owner without any required advance notice. In addition, each Owner will be responsible for maintenance and cleanliness for trash and/or vegetation growth in the street gutter adjacent to the Owner's Lot. In the event any Owner fails to properly maintain their Lot and the adjacent street/gutter and Developer or the Committee takes action to cure such failure, the Owner will be assessed a maintenance fee for each such violation equal to the cost to remedy such violation but not less than THIRTY DOLLARS (\$30.00) which shall be deemed to be a lien upon the Lot as herein provided. All sums assessed pursuant to this provision shall be due and payable thirty (30) days from the date Developer or the Committee send written notice to the Owner of the violation.

## **ARTICLE SIX**

### **USE RESTRICTIONS RESIDENTIAL USE**

6.01 All Lots are for single-family residential purposes only not to exceed two stories in height. No building or structure intended for or adapted to business purposes, and no apartment house, mobile or manufactured homes, lodging house, rooming house, or other multiple-family dwelling shall be erected, placed, permitted, or maintained on such premises, or on any part thereof. No improvement or structure whatever, other than a private dwelling house, patio walls, swimming pool, garage, or servants' quarters may be erected, altered, placed, maintained or permitted to remain on any Lot, without the express written consent of the Committee.

### **SIZE & CONSTRUCTION SPECIFICATIONS**

6.02 Any single story residence constructed on any Lot 90 thru 180 inclusive must have a ground floor area of not less than 2,000 square feet of living area exclusive of garages, open or screened porches, terraces, patios, and driveways. Lots 1 thru 89 inclusive must have a ground floor area of not less than 2,500 square feet of living area exclusive of garages, open or screened porches, terraces, patios, and driveways. A two story residence must contain not less than 2,000 square feet of living area on Lots 90 thru 180 and 2,500 square feet on Lots 1 thru 89 inclusive. The ground floor of a two story residence on lots 90 thru 180 must contain a minimum of 1,600 square feet of living area exclusive of garages, open or screened porches, terraces, patios, and driveways. The ground floor of a 2 story residence on lots 1 thru 89 must contain a minimum of 2000 square feet of living area exclusive of garages, open or screened porches, terraces, and driveways. All residences must contain a two-car garage of not less than 450 square feet. No open carports are allowed. The exterior walls of any residence shall consist of not less than sixty percent (60%) masonry or masonry veneer construction, unless the unanimous written consent of the Committee approves a

Declaration of Covenants, Conditions and Restrictions

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variance. Roofs may be composition, wood shake shingles, mission tile or metal roof. Composition roof must be 240 pound per square or better; metal roof must be individually approved by the Committee based on color, design, and harmony with existing structures in the subdivision. No block or tile exterior walls shall be permitted unless stucco or plaster is applied as a finish prior written Committee approval has been obtained. Such stucco or plaster must be a minimum of 7/8" thick of harmonious texture and painted with a non-noxious color as approved by the Committee. No evaporative cooler or air conditioning units shall be placed, installed, or maintained on the roof or wall of any building or structure. All coolers and air conditioning units shall be concealed from view from front of the Lot.

### **SETBACK**

6.03 Except as specifically provided for herein, no structure shall be erected nearer than twenty feet (20') to the front line nor with the building front farther from the front property line than fifty-five feet (55') nor closer than five feet (5') to the side interior building plot lines. No buildings structures, outbuilding and appurtenances shall be nearer than sixteen feet (16') to any side street. All buildings, structures, fences, outbuildings, and appurtenances are subject to the setback restrictions set out in the plat of Subdivision. If two (2) or more lots, or portions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 4.04, these setback provisions shall be applied to such resultant building site as if it were one (1) original platted lot.

### **RE-SUBDIVISION OR CONSOLIDATION**

6.04 No Lot shall be re-subdivided in any fashion. However, two Lots may be combined into one Lot or three Lots may be re-subdivided into two Lots if all the requirements of the applicable governmental authority are complied with and the resulting Lots are each as large as the original Lots being affected.

### **EASEMENTS**

6.05 (A) Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, successors, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owners situated within any such easements; but shall be liable for any damages done by them outside such easements.

### **OCCUPANCY**

6.06 No private dwelling house erected upon any Lot shall be occupied in any manner while in the course on construction, nor at any time prior to its being fully completed, as herein required; nor shall any residence, when completed, be in any way occupied until made to comply with the approved plans, the requirements herein, and other covenants, conditions, reservations, and restrictions herein set forth. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer house, or other temporary structure shall be placed or erected upon any Lot either permanently or temporary except during the construction of a permanent structure. Said temporary structure may not be used a living quarters at any time and must be removed immediately upon completion of permanent structure. Rental of servants' quarters is prohibited, the occupancy thereof being limited to either guests or servants. Should a structure be destroyed or partially destroyed by any means the Owner shall immediately remove the debris or rebuild

the said structure.

### **TIME TO COMPLETE**

6.07 With reasonable diligence, and in all events within nine (9) months from the commencement of construction (unless completion is prevented by war, strikes, or act of God) any dwelling commenced shall be completed as to exterior and all temporary structures shall be removed.

### **SIGNAGE**

6.08 No signs of any character shall be allowed on any Lot except one sign of not more than six (6) square feet advertising the property for sale or rent; provided, however, that Developer and any other persons or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction to erect a sign not to exceed twenty (20) square feet. During the initial marketing period of the Lots, Developers will have the right to erect a sign of not more than two hundred and forty (240) square feet.

### **GARBAGE TANKS, EQUIPMENT, ETC.**

6.09 No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept or except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean sanitary condition. No elevated tanks of any kind shall be erected placed, or permitted on any part of such premises. All antennas, clotheslines, garbage cans, equipment, coolers, wood piles, or storage piles shall be walled or fenced in to conceal them from view of neighboring lots, roads, or streets. Plans for all enclosures of this nature must be approved by the Committee prior construction.

### **ANIMALS**

6.10 No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except that no more than two (2) dogs and two (2) cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Household pets must be confined to an area on the property of the Owner and when off the property of the Owner such pets must be accompanied by some person and restrained by proper leash or other device at all times. Prior to allowing any dog on the property, each Owner must construct a fence in accordance with the provisions of Paragraph 6.11 below.

### **FENCE, WALLS AND AIR CONDITIONING UNITS**

6.11 (A) All Owners are required to completely fence (the fence must be located on the rear and side property lines so as to enclose the entire rear and side portions of the Lot but may not extend beyond the front building line of the improvements) their Lot prior to acquiring a dog to live on the Lot. No fence or wall, shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than the main residence on such Lot. Developers will be permitted to build a decorative subdivision entry fence and a 4 ft. wrought iron fence on the perimeter of the designated common area park. No fence shall be erected or maintained on any Lot until first approved by the Committee in writing

(B) All fences shall be constructed of western cedar, redwood, or masonry, brick or combination of masonry, brick and cedar or redwood only. There shall be no chain-link fences or any other material whatsoever, facing on the street unless completely concealed within a fence constructed in accordance with this subparagraph. All fencing shall be minimum height of four (4) feet and shall not be higher than six (6) feet. All fences must go to the extreme back of the property, with exception of all those lots backing on to the area identified as common area park which is enclosed by a 5 foot wrought iron fence..All cedar fences must be treated with Cuprinol cedar wood sealer water proofing material.

(C) A 5' Decorative wrought iron fence will be constructed at the back of lots 23 thru 34 inclusive and lots 124 thru 132 inclusive. This area will be designated a landscape park setting with tables and a recreational trail, all motor type vehicles and bicycles will be strictly prohibited.

### **TRUCKS, BUSES, BOATS AND TRAILERS**

6.12 No truck, bus, trailer, boat, recreational vehicle (R.V.), commercial vehicle or equipment shall be left parked or placed on any street in the subdivision; and shall not be permitted to be parked on any Lot except for construction and repair equipment while a residence or residences are being built or repaired on such Lot; and no truck, bus, boat, R.V., or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from any street in the subdivision.

### **PROHIBITED ACTIVITIES**

6.13 No noxious or offensive trade or activity shall be conducted upon any Lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No professional, business, or commercial activity to which the general public is invited or allowed shall be conducted on any lot.

### **FIREARMS**

6.14 The use or discharge of firearms, pellet or air guns, air rifles and the use of fireworks is prohibited within the subdivision.

### **UTILITY LINES OR ANTENNAS**

6.15 All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead except during construction. Overhead lines on poles will be permitted only on the perimeters of the subdivision. No exposed or exterior radio or television transmission or receiving antennas including satellite dishes shall be erected, placed or maintained on any part of such premises, unless hidden from any street in the subdivision.

### **GARAGE**

6.16 Carports are prohibited. No garage or other outbuilding shall be placed, erected, or maintained upon any part of such premises except for use in connection with a residence already constructed or under construction at the time that such garage or other outbuilding is placed or erected upon the property. Nothing herein shall be construed to prevent the incorporation and construction of either attached or detached garage as a part of such dwelling house. Front entry garages on conventional lots are expressly

prohibited. Corner and Cul-du-sac lots could be permitted side entry only if the entry is shielded by a fence with an opening accommodated by a solid electric gate. The developer has the absolute authority on any application with respect to side entry.

### **DRIVEWAYS**

6.17 Driveways must be constructed of concrete, brick or other material receiving the written approval of the Committee.

### **SEWERAGE**

6.18 No outside toilets will be permitted or shall be located or maintained on any Lot in the subdivision except approved portable units during the construction of any dwelling.

### **STREET LIGHTING**

6.19 Street lighting is provided by the City of Weslaco. Magic Valley Electric Cooperative will provide electric service to all common areas of the subdivision along with the electricity required to operate the security gate. Cotton Estates Central Homeowners Association will become a member of Magic Valley Electric Cooperative and be responsible for collection and payment of this service.

### **SECURITY GATES**

6.20 The Security System installed allows for each Owner to communicate with visitors, service, personnel and any other individual seeking access to the subdivision from the security gate. The Owner authorizing entry is responsible for the actions of those individuals given access to the subdivision. One remote control system will be issued at the closing of the sale of the lot. Each additional or replacement remote control will cost the Owner FIFTY DOLLARS (\$50.00) each. The Security Gate allows for time control opening and closing which will be executed and monitored by the Committee until November 1, 2005. Thereafter, the Association will assume the responsibility.

## **ARTICLE SEVEN**

### **FUTURE SUBDIVISION DEVELOPMENT**

Developers, their heirs or assigns, reserve the right to use all easements, and streets in these properties in connection with future residential development near the properties herein described. No Owner shall have the claim for reimbursement damages, injunctive relief, or any claim of whatsoever kind or nature based upon such use.

## **ARTICLE EIGHT**

## **FIRST RIGHT OF REFUSAL**

If an Owner receives from a third party, at any time prior to the construction of a single family residence upon such Owner's Lot(s), a bona fide written offer to purchase the Lot(s), and decides to sell the Lot(s) for the amount named and under the terms set forth in such offer. Owner will promptly give Developer written notice of such offer, including a copy thereof. Upon actual receipt of such notice. Developer will have the option and privilege of purchasing the Lot(s) on the same terms and conditions as set forth in such written offer for a period of fifteen (15) days. If Developer elects to exercise such option. Developer must notify the Owner within such fifteen (15) day period of Developer's intent and close the purchase on the

same terms and conditions as set forth in such written offer. If Developer elects not to exercise such option, Owner may then sell the Lot(s) to the offering party on the same terms and conditions as set forth in such offer. If for any reason the sale is not consummated on the same terms and conditions set forth in such offer, notice of any subsequent offers and/or modification of the original offer must be provided to Developer by Owner as provided herein.

## **ARTICLE NINE**

### **GENERAL PROVISIONS ENFORCEMENT**

9.01 The Architectural Control Committee, the Developers, the Association or any Owner, shall have the right but not the obligation to enforce, by any proceeding at law or in equity, all restriction; conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

### **SEVERABILITY**

9.02 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.

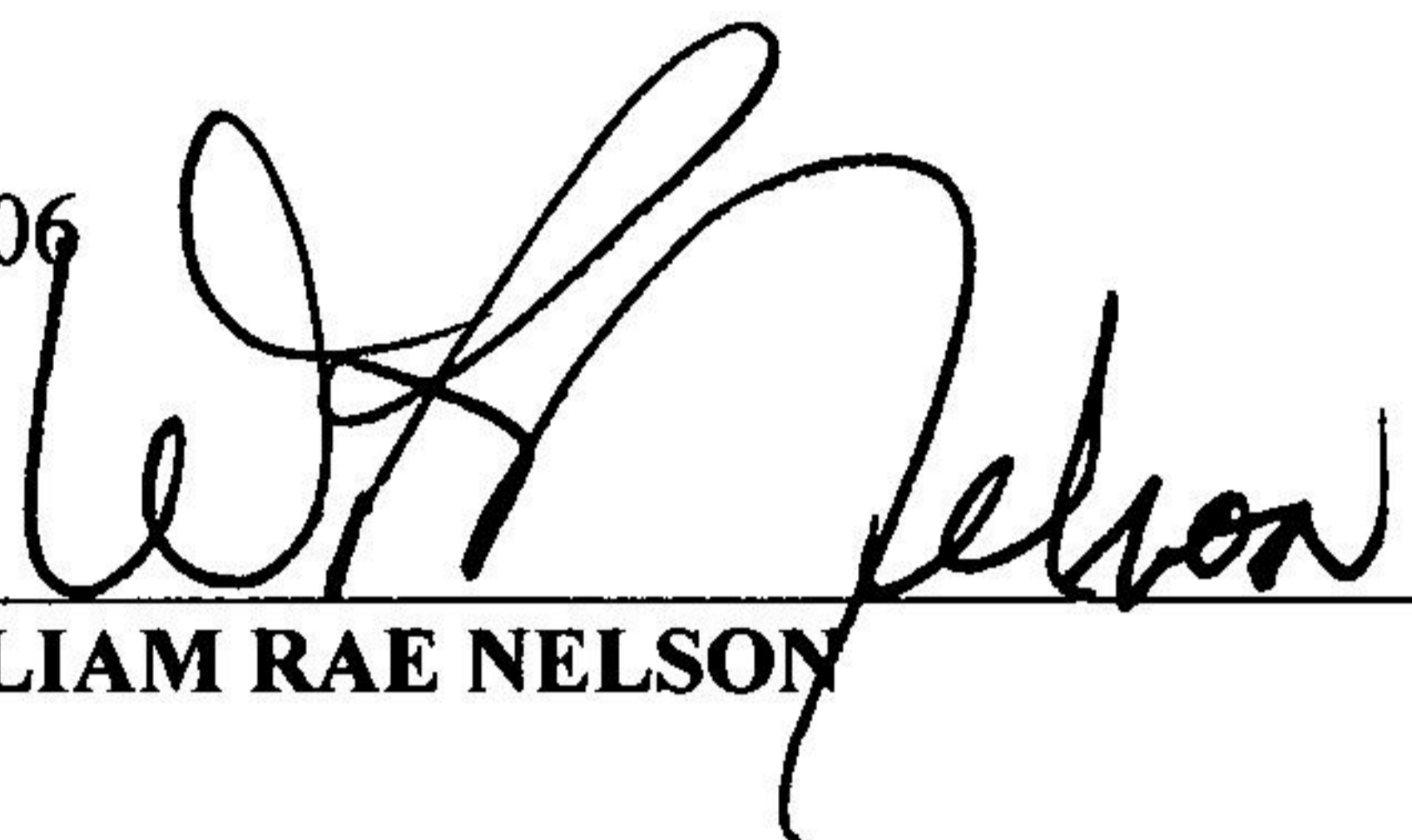
### **DURATION AND AMENDMENT**

9.03 The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Developer or the Owner of any lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall remain in force and effect until this Declaration is amended, altered or removed by an instrument signed by not less than 75% of the then lot Owners after the expiration of the primary term. PROVIDED HOWEVER, notwithstanding anything to the contrary contained herein, so long as Developer owns any Lot, Developer reserves the right to make all amendments to these covenants, conditions and restrictions as Developer, in Developer's sole and absolute discretion, deems to be in the best interest of the Subdivision. No amendment shall be effective until recorded in the Deed of Records of Hidalgo County, Texas, nor until the approval of any governmental regulatory body which is required shall be obtained in writing.

**NO WAIVER**

9.04 A waiver or modification of any of the provisions, requirements, conditions, or restrictions herein contained by the Committee shall not be constructed as a waiver of future enforcement of such provision, requirement, condition or restriction, except as to the condition, requirement or restriction waived in writing by the Committee.

EXECUTED this 06 day of FEBRUARY 2006

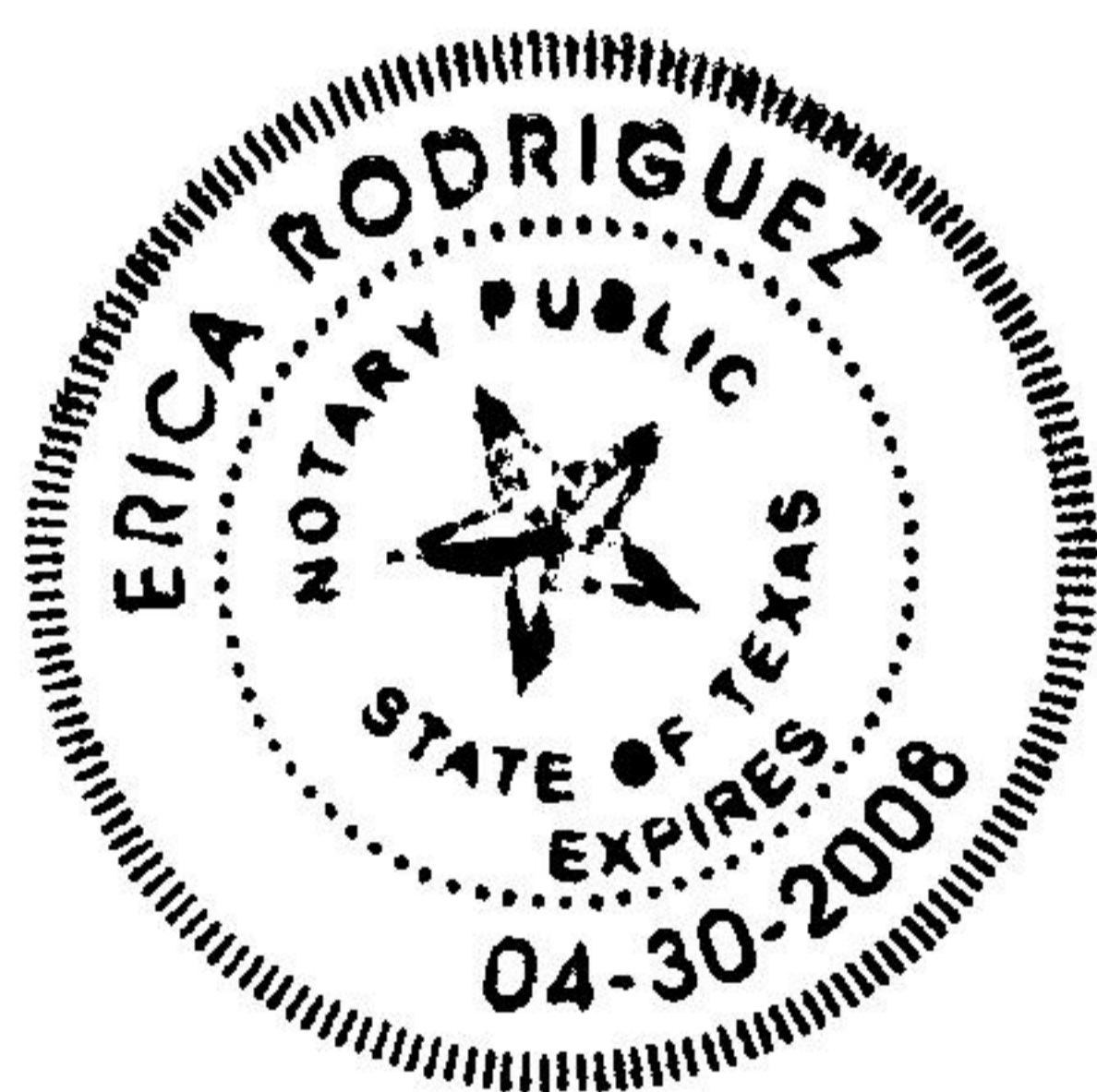
  
\_\_\_\_\_  
WILLIAM RAE NELSON

(ACKNOWLEDGMENT)

State of Texas

This instrument was acknowledged before me on the 6<sup>th</sup> day of February 2006, by  
WILLIAM RAE NELSON.

  
\_\_\_\_\_  
NOTARY PUBLIC OF TEXAS



Filed for Record in:  
Hidalgo County  
by Eddy Trevino  
County Clerk

On: Feb 06, 2006 at 02:42P

As a Recording

Document Number: 1575171  
Total Fees: 64.00

Receipt Number - 739994  
By,  
MaryLou Cantor, Deputy

AFTER RECORDING RETURN TO

Mr. William Rae Nelson  
2613 Wildwood Drive  
Weslaco, TX 78596