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Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

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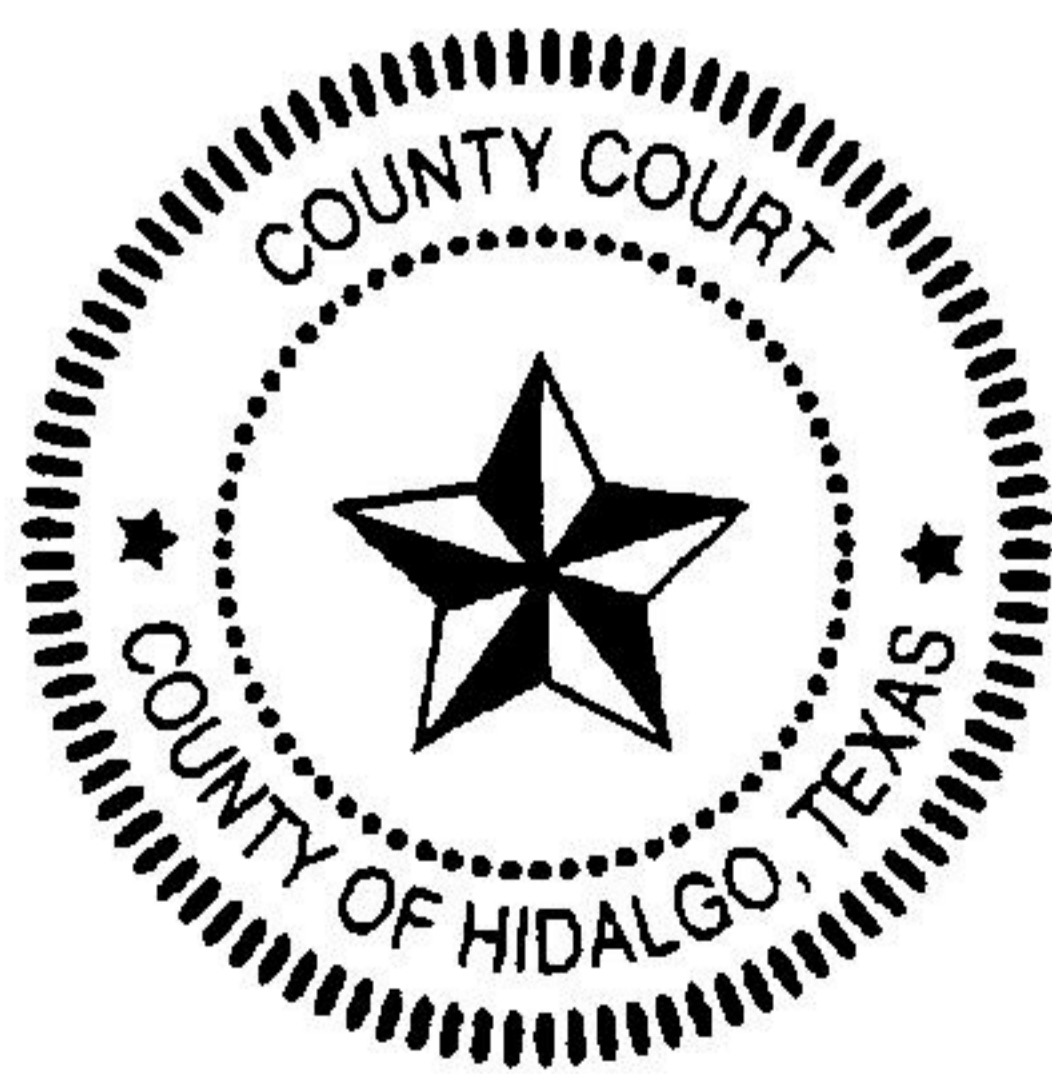
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STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR OXFORD HOMES  
SUBDIVISION**

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

WHEREAS, **Subhash & Sarojini Bose, LP**, a Texas limited partnership, hereinafter called "Declarant" is the Owner of the certain real property located in Hidalgo County, Texas described as follows:

All of Lots 1 thru 48 and Common Lot 1A identified as detention area, inclusive of **OXFORD HOMES SUBDIVISION**, an addition to the City of McAllen Hidalgo County, Texas according to the Map or Plat thereof recorded under Document Number: 3406886 Records, Hidalgo County, Texas, reference to which is here made for all purpose (the "Subdivision" or "Property") ~~See Exhibit "A" attached herein.~~ *D.R.*

WHEREAS, Declarant will convey the lots as delineated and numbered upon said plat, subject to certain protective covenants, conditions, and restrictions as hereinafter set forth, pursuant to an established general plant for the improvement and development 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 covenants, conditions, and restrictions, which are for the purposes of protecting the value and desirability of, and which shall run with, the real property and shall be binding of all parties having any rights, title or interest in or to the above-described property of any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each Owner thereof.

**ARTICLE I.  
DEFINITIONS**

**Section 1.**        Association: Shall mean and refer to OXFORD HOMES SUBDIVISION HOA, INC., a non-profit corporation, its successors and assigns, or replacements which, or will be formed by the Owners for the purpose of enforcing the covenants, restrictions an agreements set forth herein.

**Section 2.**        Board of Directors: Shall mean and refer to the Board of Directors of the Association which will be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association.

**Section 3.**        Bylaws: Shall mean and refer to the Bylaws of the Association, as amended from time to time.

**Section 4.** Committee: Shall mean the Architectural Control Committee as the same is set out in Article VIII hereinafter.

**Section 5.** Common Areas: Shall mean and refer to all real property located within the boundaries of the Subdivision which are not otherwise located within or non a part of any Lot, as set forth on the plat or map of the Subdivision as recorded in the Map Records of Hidalgo County, Texas together with any improvements located thereon, including, but not limited to, the Subdivision streets, the perimeter fence constructed by the Declarant only, the subdivision gates, all landscaping( including sprinkler system in the common areas if any at all) and area lights provided by the Declarant for the benefit of the Subdivision.

**Section 6.** Declarant: shall mean and refer to **SUBHASH & SAROJINI BOSE BOSE, LP**, a Texas limited partnership, its successors and assigns.

**Section 7.** Lot: shall mean any of the Forty-eight (48) number of plots of land, numbered 1 through 48 only, as shown on the recorded Subdivision map referred to above with the exception of the Common Area.

**Section 8.** Maintenance: shall mean the exercise of reasonable care to keep buildings, Subdivision streets and alleys, curbs, subdivision fence , (unless damaged by the corresponding lot owner, who would be required to immediately correct the fence at the corresponding lots owner's own expense) constructed by the Declarant only, sprinklers, fountains, signs, landscaping, lighting, and other related improvements, and fixtures, whether enumerated or not, in the Common Areas in the condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, maintenance free environment for optimum plant growth in common areas.

**Association Maintenance Obligations. The Association acknowledges and agrees to comply with all City of McAllen Code Ordinance, as now or hereinafter amended, including but not limited to Section 110-72 and all other provisions relating to the maintenance and repair of the Common Areas.**

Article I, Section 8 shall not be modified, deleted or amended in any way without the prior written consent of The City of McAllen.

**Section 9.** Member: shall mean every person or entity who holds membership in the Association as set out in Article II.

**Section 10.** Member in Good Standing: shall mean and refer to each member of the Association who (i) is not in default in payment of any assessments levied by the Association in accordance with the terms of the Declaration; (ii) nor in receipt of a notice of default from Declarant or the Association pertaining to any default under the Declaration or any rule or regulation promulgated by the Association, which default remains uncured in the opinion of the Declarant; (iii) nor named as a party in any pending legal action, suit or proceeding involving any alleged violation of the Declaration brought by the Declarant, the Association, or any other party with standing to enforce any provision of the Declaration.

**Section 11.** Mortgage: shall mean any type of mortgage or a deed of trust

**Section 12.** Owner: shall mean and refer to the record owner, whether one or more persons or entities, of a 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.

**Section 13.** Subdivision: shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

## ARTICLE II ASSOCIATION MEMBERSHIP, VOTING RIGHTS AND POWERS

**Section 1.** Membership: Every Owner of a Lot shall be a member of the Association One or more Owners of a Lot shall be able to vote one vote per lot. Membership shall be appurtenance to and may not be separated from ownership of a Lot.

**Section 2.** Voting Rights: The Association shall have two (2) class of voting members as follows:

Class A - Class A members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be members and the vote for such be exercised as they shall unanimously determine amount themselves. In no event shall more than one vote be cast with respect to any Lot owned by Class A Members.

Class B - The Class B member shall be Declarant, who shall be entitled to exercise five (5) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership are equal to 90% of the total votes outstanding in the Class B membership, or on January 1, 2033 whichever comes first.

**Section 3.** Powers: Association shall have and exercise all of the powers of a nonprofit corporation organized under the Non-Profit Corporation Act of the State of Texas, subject only to such limitation upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the Bylaws, or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles of Incorporation and the Bylaws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including without limitation the following powers: to own real and personal property, to open bank accounts, to enforce the Declaration as herein provided, to obtain a policy or policies of insurance insuring the Association and its members, to make physical improvements to the Common Areas as the Association shall deem to be in the best interest of the Subdivision and the Owners, to contract for legal, accounting and other professional services, to contract for security, paving, landscaping and/or any other services to borrow funds to employ

employees directly or through an operator, to bring an action(s) for injunctive relief and/or damages against any Owner for failure to comply with any Article and/or Section herein and otherwise do that which it believes necessary to protect or defend the Common Area and facilities located therein, the Association and/or any of its properties from loss or damage, by suit or otherwise.

**Section 4.** Board of Directors: The affairs of the Association shall be managed by a Board of Directors which will be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association. The number of directors and the initial members of the Board of Directors shall be as set forth in the Articles of Incorporation of the Association.

### **ARTICLE III ASSESSMENTS**

**Section 1.** Lien and Personal Obligation of Assessments: Declarant hereby covenants for each lot within the Subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his Deed for such lot, whether or not it shall be so expressed in his Deed, to pay to the Association. (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them. However, all future transferees of lots shall have the obligation, prior to purchase, to verify with the Association and/or Declarant that such assessments have been paid to date and that the property to be acquired is free and clear of all assessed indebtedness.

**Section 2.** Purpose of Annual Assessments: The Annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and recreation of the residents in the Subdivision, and for the improvement, security, preservation, operation and maintenance of the Common Area and/or of improvements situated within same or within the control of the Association. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- a. Maintenance and repair of the Common Area to the extent not performed by governmental authority or an owner.
- b. Water, sewer, garbage, electrical, lighting, telephone, gas and other necessary utility service for the Common Area
- c. Acquisition of furnishing and equipment for the Common Area as may be determined by the Association

d. Maintenance and repair of all structures in the Common Area, including but not limited to streets, alleys, fences and sprinkler systems within the confines of the Subdivision and/or any Maintenance and repair required by the City of McAllen.

e. Fire insurance, if obtainable, covering the full insurable replacement value of the improvements in the Common Area with extended coverage.

f. Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

g. Workmen's Compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Association

h. A standard fidelity bond covering all members of the board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

i. Any other materials, supplies, furniture, labor, services, maintenance, repairs structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of the Declaration or by law or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas, for the benefit of lot Owners, or for the enforcement of these restrictions.

j. In addition to the maintenance of the Common Area, the Association shall provide exterior maintenance on each lot as follows in the event an Owner of any lot, his family, guests, invitees, agents or others using the lot premises, shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Declarant of the Committee shall have the right, through their agents and employees, to enter upon said lot and repair, maintain and restore the lot and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner, and such expense of maintenance or repair shall be added to and become part of the assessment to which said lot is subject to.

k. Maintenance and repair of all structures or improvements, formerly within the Common Area, if any, and which may be situated in an area dedicated and/or transferred to the public use in the future, for which the Association reserves the right to continue the operation and concurrently has the obligation to maintain and repair.

#### 1. Maintenance repair of the Streets and the Common Areas located in the Subdivision

m. In addition to the expenses for actual maintenance, the Association may assess a charge for reserve for purpose of making capital improvements for the Subdivision streets or for the common areas including but not limited to the Subdivision streets, gate(s), street lights, utilities, sprinklers, fountains, signs, landscaping, lighting, and other related improvements, and fixtures, and the perimeter fence constructed by the Declarant only.

**Section 3. Fixing of the Maximum Annual Assessments**

a. Until further action by the board the maximum annual assessment shall be Two Hundred Forty Dollars (**\$300.00**) per lot, per year.

b. Commencing with the initial assessment, and continuing thereafter, all assessments shall be fixed by the Association in advance and shall be due and payable on demand, after giving due consideration to the anticipated cost of all Common Areas Maintenance obligations, and other costs of operations for the Association. The Association shall have the right to collect such assessments in advance on either an annual or quarterly basis. If at any time the assessments to be incurred or payable during the assessment year by the Association, the Association may increase the assessments to cover such cost (incurred or to be incurred), and such increase shall become effective at the beginning of the next annual or quarterly assessment period. If required, assessments shall be prorated for the period from the commencement thereof to the end of the then current calendar year of the Association.

c. The maximum annual assessment may be increased each year not more than fifty percent (50%) above the maximum annual assessment for the previous year unless approved by a Majority Vote of the Members in Good Standing as defined in the Bylaws.

d. The Association may fix the annual assessment at an amount not in excess of the maximum prescribed herein.

**Section 4. Special Assessment for Capital Improvements:** In addition to the assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement (including but not limited to streets, curbs, mail center, gate, lighting and/or utilities) on the Common Area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of combined class A & B Members present at an association meeting.

**Section 5. Notice and quorum for action authorized under Section 3 and 4:** The number of votes presented at a meeting that will constitute a quorum shall be as set forth in the Bylaw of the Association, as amended from time to time. Notice requirements for any and all actions to be taken by the members of the Association shall be as set forth herein or in the Bylaws, as the same may be amended from time to time. The Majority Vote of the Members entitled to vote on a matter, as defined in the Bylaws, shall be the act of the member, except as otherwise expressly provided in this Declaration. Any Member who is not a Member in Good Standing shall not be entitled to cast a vote on any matter coming before the Association.

**Section 6. Uniform rate of Assessment:** Both Annual and Special Assessments must be fixed at a uniform rate for all Lots.

**Section 7. Commencement and Collection of Annual Assessment:** The annual assessments provided for therein shall commence as to all lots on recording of the Subdivision plat. The first assessment shall be adjusted according to the number of months remaining in the calendar year.

The Association shall fix the amount of the annual assessment against each Lot at least ten (10) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable quarterly. Notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific Lot has been paid, and may, on or before February 15, of each year, cause to be recorded in the office of the County Clerk of Hidalgo County, a list of delinquent assessments as of that date.

**Section 8.**        Effect of nonpayment of assessments, remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest at the maximum rate permitted by law from the due date until paid. The Association may bring an action at law against the Owner Personally obligated to pay the same, or may foreclose the lien against the property. The lien may be foreclosed through judicial or, to the extent allowed by law, non-judicial foreclosure proceedings in accordance with Tex. Prop. Code Ann. Section 51.002, as it may be amended from time to time (the Foreclosure Statute), in like manner of any deed of trust on real property. In connection with the lien created herein, each Owner grants the Association, whether expressed in the deed or other conveyance to the Owner, a power of sale to be exercised in accordance with the Foreclosure Statute. At any foreclosure proceeding, a person, including but not limited to the Association and any Owner, shall have the right to bid for the Lot at the foreclosure sale and to acquire and hold, lease mortgage and convey the same. During the period in which a lot is owned by the Association following foreclosure, no assessment shall be levied on it. Suit to recover a money judgment for unpaid assessments and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

**Section 9.**        Subordination of assessment lien to mortgage: The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payment which becomes due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Where the beneficiary of a first lien deed of trust obtains title pursuant to judicial or non-judicial foreclosure, neither nor its successors and assigns shall be liable for the Assessments chargeable to such Lot which become due prior to the acquisition of title to such lot by such acquirer. Such unpaid share of assessments shall be deemed to be common expenses collectible as a common expense from the remaining Members of the Association (including such acquirer, its successors and assigns)

**ARTICLE           IV.  
PROPERTY RIGHTS**

**Section 1.**        Owner's Easement of Enjoyment: Every Owner of a lot shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the Association:

a. The right to suspend the right to use of recreational facilities and the voting rights of any Owner for periods during which assessments against his lot remain unpaid, and the right, after hearing by the Board of Directors, to suspend such rights for a period not exceeding three hundred sixty-five (365) days for any infraction of the published rules and regulations of the association.

b. The right to dedicate or transfer all or any part of the Common Area including any improvements, to any municipality, public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds(2/3) of each class of Members agreeing to such dedication or transfer has been duly recorded.

**Section 2.**        Delegation of Use: Subject to such limitations as may be imposed by the bylaws, each Owner may delegate his right of enjoyment in and to the Common Areas and facilities to the members of his family, his guest, tenants and invitees when accompanied by the Owner.

**Section 3.**        Easements of Encroachment: There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the common Area adjacent thereto for any encroachment due to the unintentional placement, settling or shifting of the improvements constructed, reconstructed or altered thereon, provided such construction, reconstruction or alteration is in accordance with the terms of this Declaration. Such easement shall exist to a distance of not more than one(1) foot as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the Common Area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an Owner.

**Section 4.**        Other Easements:

a. Easements for installation and maintenance of streets, alleys, utilities and drainage facilities are shown on the recorded Subdivision Map. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the Owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

b. No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement, reservation or right of way and such easements, reservations and rights of

way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on under and above such locations to carry out any of the purposes for which such easements, reservations and right of way are reserved.

c. There shall exist appurtenant easement of access to all streets, alleys and as necessary, Lots within the Subdivision to the City of McAllen for the use of the city personnel and equipment on city business.

**Section 5.** Right of Entry: The Association, through its duly authorized employees, contractors and delegated agents, shall have the right after reasonable notice to the Owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein, save and except in case of an emergency, which threatens either life or property, in which case advance notice shall not be required.

**Section 6.** No Partition: There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner or any other person acquiring any interest in the Subdivision or any part thereof, seek judicial partition thereof. One home per lot. An owner of two adjacent lots may not build one home over the two lots. Nor shall one lot have two homes built upon it.

**Section 7.** Future Subdivision Development: Declarant, its successors or assigns, reserve the right to use all easements and streets in this Property in connection with future residential development near the property. Owners shall not have a claim for damages injunctive relief or any claim of whatsoever kind or nature based upon such use.

## **Article V. Architectural Approval**

**Section 1.** Architectural Control Committee. As used in this Declaration the term "Architectural Control Committee" shall mean a committee of four (4) Members, all of whom shall be appointed by Declarant, except as otherwise set forth herein. Declarant shall have the continuing right to appoint all four (4) Members until the earlier of (a) the date the last Lot owned by Declarant is sold (except in connection with a conveyance to another party that is successor to Declarant); or (b) such date as Declarant elects to discontinue such right of appointment by written notice to the board. Thereafter, the Board shall have the right to appoint all members of Architectural Control Committee. Members of the Architectural Control Committee may, but need not be, Members of the Association. Members of the Architectural Control Committee appointed by Declarant may be removed at any time and shall serve until resignation or removal by Declarant. The initial members of the Architectural Control Committee are Subhash Bose, Ashley Bose, Grethel Becerio and Mayra Matinez. Members of the Architectural Control Committee appointed by the Board may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board.

**Section 2.** Approval of Improvements Required. The approval of a majority of the members of the Architectural Control Committee or the approval of the committee Representative shall be

required for any Improvement to Property on any of the Properties before commencement of construction of such Improvement to Property, other than an Improvement to Property made by Declarant.

**Section 3.**        Address of Committee. The address of the Architectural Control Committee shall be the principal office of the Association or as designated by Declarant in writing to property owners.

**Section 4.**        Submission of Plans. Before Commencement of work to accomplish any proposed Improvement to Property, the Owner proposing to make such Improvement to Property (the "Applicant") shall submit to the Architectural Control Committee as its office copies of such, but not limited to: descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications, and samples of materials and colors as the Architectural Control Committee reasonably shall request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvements to Property, as may be more particularly described from time-to-time in any minimum construction standards and/or architectural guidelines adopted by the Architectural Control Committee (the "Architectural Guidelines"). The Architectural Control Committee may require submission of additional plans, specifications, or other information before approving or disapproving the proposed Improvement to Property. Until receipt by the Architectural Control Committee of all required materials in connection with the proposed improvement to Property, the Architectural Control Committee may postpone review of any materials submitted for approval.

**Section 5.**        Criteria for Approval. The Architectural Control Committee shall approve any proposed Improvement to Property only if it determines in its reasonable discretion that the Improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Properties as a whole; that the appearance of the proposed Improvement to Property will be in harmony with the surrounding areas of the Properties, including, without limitation, quality and color of materials and location with respect to topography and finished grade elevation; that the Improvement to Property will comply with the provisions of this Declaration and any applicable plat, ordinance, governmental rule, or regulation; that the Improvements to Property will not detract from the beauty, wholesomeness, and attractiveness of the Property or the enjoyment thereof by Owners; and that the upkeep and maintenance of the proposed Improvement to Property will not become a burden on the Association. The Architectural Control Committee is specifically granted the authority to disapprove proposed Improvements because of the unique characteristics or configuration of the Lot in which the proposed Improvement would otherwise be constructed, even though the same or a similar type of Improvement might or would be approved for construction on another Lot. The Architectural Control Committee may condition its approval of any proposed Improvement to Property upon the making of such changes thereto as the Architectural Control committee may deem appropriate.

**Section 6.**        Architectural Guidelines. The Architectural Control Committee from time to time may supplement or amend the Architectural Guidelines. The Architectural Guidelines serve as a guideline only and the Architectural Control Committee may impose other requirements in connection with its review of any proposed Improvements. If the Architectural Guidelines

impose requirements that are more stringent than the provisions of this Declaration, the provisions of the Architectural Guidelines shall control.

**Section 7.** Decision of Committee. The decision of the Architectural Control Committee shall be made within thirty (30) days after receipt by the Architectural Control Committee of all materials required by the Architectural Control Committee. The decision shall be in writing and, if the decision is not to approve a proposed Improvement to Property, the reasons therefor shall be stated. The decision of the Architectural Control Committee promptly shall be transmitted to the Applicant at the address furnished by the Applicant to the Architectural Control Committee. The Owner, however, is responsible under all circumstances to conform to the provisions of these restrictions in their entirety.

**Section 8.** Failure of Committee to Act on Plans. Any request for approval of a proposed Improvement to Property shall be deemed approved by the Architectural Control Committee, unless disapproval or a request for additional information of materials is transmitted to the applicant by the Architectural Control Committee within thirty (30) days after the date of receipt by the Architectural Control Committee of all required materials; provided, however, that no such deemed approval shall operate to permit any Owner to construct or maintain any Improvement to Property that violates any provision of this Declaration or the Architectural Guidelines. The Architectural Control Committee shall at all times retain the right to object to any Improvement to Property that violates any provision of this Declaration of the Architectural Guidelines.

**Section 9.** Prosecution of Work After Approval. After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be accomplished as promptly as diligently as possible and in strict conformity with the description of the proposed Improvement to Property in the materials submitted to the Architectural Control Committee. Failure to complete the proposed Improvement to Property within nine (9) months after the date of approval or such other period of time as shall have been designated in writing by the Architectural Control Committee (unless an extension has been granted by the Architectural Control Committee in writing) or to complete the Improvement to Property in strict conformity with the description and materials furnished to the Architectural Control Committee, shall operate automatically to revoke the approval by the Architectural Control Committee of the proposed Improvement to Property. No Improvement to Property shall be deemed complete until the exterior fascia and trim on the structure have been applied and finished and all construction materials and debris have been cleaned up and removed from the site and all rooms in the Dwelling unit, other than attics, have been finished. Removal of materials and debris shall not take in excess of thirty (30) days following completion of the exterior.

**Section 10.** Inspection of Work. The Architectural Control Committee or its duly authorized representative shall have the right, not the obligation, to inspect any Improvement to Property before or after completion, provided that the right of inspection shall terminate once the Improvement to Property becomes occupied.

**Section 11.** Notice of Noncompliance. If, as a result of inspections or otherwise, the Architectural Control Committee finds that any Improvement to Property has been constructed or

undertaken without obtaining the approval of the approval of the Architectural Control Committee, or has been completed other than in strict conformity with the description and materials furnished by the Owner to the Architectural Control Committee, or has not been completed within the required time period after the date of approval by the Architectural Control Committee, the Architectural Control Committee shall notify the Owner in writing of the noncompliance ("Notice of Noncompliance"). The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance within the period of time set forth therein.

**Section 12. Correction of Noncompliance.** If the Architectural Control Committee finds that a noncompliance continues to exist after such time within which the Owner was to remedy the noncompliance as set forth in the Notice of Noncompliance, the Association may, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the Lot on which the noncompliance exists in the Office of the County Clerk of Hidalgo County, Texas; (b) remove the noncomplying Improvement to Property; and/or (c) otherwise remedy the noncompliance (including, if applicable, completion of the Improvement in question), and if the Board elects to take any action with respect to such violation, the Owner shall reimburse the Association upon demand for all expenses incurred therewith. If such expenses are not promptly repaid by the owner to the Association, the Board may levy a Reimbursement Assessment for such costs and expenses against the Owner of the lot in question. The Permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Association to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise.

**Section 13. No Implied Waiver or Estoppel.** No action or failure to act by the Architectural Control Committee shall constitute a waiver or estoppel with respect to future action by the Architectural Control Committee or the Board of Directors, with respect to any improvement to property. Specifically, the approval by the Architectural Control Committee of any Improvement to Property shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement to Property or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvements to Property by such Person or otherwise.

**Section 14. Power to Grant Variances.** The Architectural Control Committee may authorize variances from compliance with any of the provisions of Article VIII of this Declaration (except for the provisions relating to single family residential construction and use), including restrictions upon placement of structures, the time for completion of construction of any Improvement to Property, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Control Committee. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided. However, that the granting of variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular hereof covered by the variance, nor shall the

granting of any variance affect the jurisdiction of the Architectural Control Committee other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the lot concerned.

**Section 15.**        Compensation of Architectural Control Committee. The members of the Architectural Control Committee shall be entitled to reimbursement by the Association for reasonable expense incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve.

**Section 16.**        Non-liability for Architectural Control Committee Action. None of the members of the Architectural Control Committee, the Association, any member of the Board of Directors, or Declarant shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Architectural Control Committee, except to the extent caused by the Control Committee shall not be responsible for reviewing, nor shall its approval or an Improvement to Property be deemed approval of, the Improvement to Property from the standpoint of safety, whether structural or otherwise, or conformance with building codes, or other governmental laws or regulations. Furthermore, none of the members of the Architectural Control Committee, any member of the Board of Directors, or Declarant shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such other individuals were acting on behalf of the Association, the Architectural Control Committee, the Board of Directors, or otherwise. Finally, Neither Declarant, the Association, the Board the Architectural Control Committee, or their of officers, agents, members, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, Improvements, or portion thereof, or for failure to repair or maintain the same.

**Section 17.**        Construction Period Exception. During the course of actual construction of any permitted structure or Improvement to Property, and provided construction is proceeding with due diligence, the Architectural Control Committee may temporarily suspend certain provisions of this Declaration as to the Lot upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction, nothing shall be done that will result in a violation of any of the provisions of this Declaration upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Properties.

## **Article VI. Architectural Restrictions**

**Section 1.**        Dwelling Unit Size Single Family. All resident constructed on said Lots must be not less than One Thousand Five Hundred (1500) square feet living. Exclusive of open or screened porches, terraces, patios, driveways and garages.

**Section 2.** Height and Character of Dwelling Unit. No Dwelling Unit shall be erected, altered, or permitted to remain on any Lot other than on Dwelling Unit used for single family residential purposes only, not to exceed two (2) stories in height, and a fully enclosed garage.

**Section 3.** Location of Dwelling Unit. Except as may be authorized in writing by the Architectural Control Committee, no Dwelling Unit or Improvement shall be located nearer to the front Lot line nor nearer to any side or rear Lot line than as permitted by the recorded Plat of the Properties. To provide for uniformity and property utilization.

**Section 4.** Exterior Walls. The exterior walls of each residence shall consist of masonry or brick or masonry veneer construction. Masonry includes, stucco, cantera, stone, stone veneer and rock. Brick is allowed. When stucco is used, it must be simple, sand finished surface and warm in color which must blend with other homes in the Subdivision. When brick is used, the color must blend with the other homes in the Subdivision. Any construction material used, other than brick or masonry concrete and colors, must have Architectural Control Committee Approval.

**Section 5.** Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn, or other outbuilding shall be maintained or used by any Lot at any time as a residence, or for any other purpose, either temporally or permanently; provided, however, the Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Property as in its sole discretion may seem necessary or convenient while selling Lots, selling or constructing residences, or constructing other improvements within the Property maintained at all times.

**Section 6.** Drainage. No Owner of a Lot shall be permitted to construct improvements on such Lot or grade such Lot or permit such Lot to remain in or be placed in such condition that rain water falling on such Lot drains to any other Lot or the Common Area.

**Section 7.** Carports/Garages. No carports shall be constructed on any Lot. With the prior written consent of the Architectural Control Committee, a port-o-cache may be approved; however, this will be required in addition to a garage. All garages shall be: (a) fully operable; (b) Two (2) Car Garage 20 feet width minimum, but not more than three (3) automobiles; and, (c) enclosed by garage doors which must-be kept in the closed position when the garage is not being used by the Owner or occupant. The garage portion of any model home may be used by Builders for sales purposes, storage purposes, and other related purposed. Upon (or before) the sale of any such model home to the first purchaser thereof, the garage portion of the model home shall be converted by the Builder to a fully enclosed garage capable of housing not less than two (2) or more than three (3), automobiles, with garage doors.

**Section 8.** Driveways. Unless the Architectural Control Committee agrees otherwise, each Lot shall have driveway access to the street on which the Dwelling Unit constructed thereon

faces. Subject to the foregoing limitations, the Owner of each Lot shall construct and maintain at his expense a driveway from his garage to an abutting street. No cars, utility work trucks or other vehicles, recreational vehicles or boats may be parked on the street.

**Section 9.** Roofs. The plate, as used in the construction industry, of each structure must be at least 9 feet in height unless otherwise approved by the Architectural Control Committee. The house can have a flat roofs on up to 20% of the roof area. Any pitched roof must be 6:12 or greater, have 30-year composition, concrete tile or metal roof allowed only in Brown, black or gray tones, subject to approval. No red tones allowed. All roofs are subject to be approved by the Architectural Control Committee. Any other type of roofing material may be used only if approved in writing prior to installation.

**Section 10.** Sidewalks. Before the construction of any residence is complete, the builder shall construct in all adjacent street right-of-way a concrete sidewalk four feet (4') in width, parallel to the street curb and a minimum of two feet (2') from the Lot line in accordance with local standards and ordinances. Otherwise, the Owner shall comply with the adjustments made by the Architectural Control Committee to comply with the City and Subdivision requirements. The sidewalks shall extend the full width of the Lot. On corner Lots, the sidewalk shall extend the full width and depth of the lot and up to the street curb at the other. The maintenance of all sidewalks is the responsibility of the Owner.

**Section 11.** Grass. Shrubbery and Landscaping. Front yards of all dwellings which are not composed of sidewalks, driveways or areas consisting shrubs, hedges, ground covers and trees shall be covered by grass such as coastal Bermuda or Saint Augustine or other commercially approved lawn grass, subject to approval. Front yards shall be landscaped in a professional manner, with shrubs, hedges and or ground covers and trees including but not limited to Japanese Blueberry Trees minimum of three(3) inch diameter. Each Owner shall maintain trees and shrubbery and keep them disease free and health, and if any such trees either die or become diseased or of unhealthy appearance they shall be removed and new trees shall be planted in their place. The cost of any such shrubbery or trees shall be paid for by the Owner. Front yard landscaping shall be outlined with concrete curbing.

No Owner shall allow his lot or Lots, whether vacant or not, to remain overgrown with grass or weedy vegetation or natural wild vegetation, and each Owner shall be responsible for the timely maintenance, care and removal of grass, weedy or natural vegetation, by mowing, shredding, cutting and removing the same. Additionally, the Committee or its agent(s) shall have the right at it option, to mow, shred or cut said vegetation, and to charge the Owners a reasonable fee. In the event that said fee remain unpaid for a period of thirty(30) days, the declarant, committee or its agents shall have a valid and subsisting lien for said payment and said lien may be perfected by filing an affidavit establishing said lien in the real estate records of Hidalgo County, Texas and may bring suit to enforce the payment of said fees or for foreclosure of its lien, or both, and shall be entitled to reasonable attorney's fees and costs of suit for prevailing in such an action.

**Section 12.** Antennas/Solar Panels No exterior antennas, aerials, satellite dishes, solar panels or other apparatus for the transmission of television, electricity, radio, satellite or other signals of any kind shall be places, erected, constructed or free standing, on any Lot, unless completely contained within the dwelling on the Lot so as not to be visible from outside the dwelling. No electricity, radio or television signals or any other form of electromagnetic radiation shall be

permitted to originate from any Lot that unreasonably interferes with the reception of television, electrical energy or radio signals upon any other Lot.

**Section 12. Mailboxes.** Single mailboxes must be constructed by individual builder and subject to Architectural Control Committee Specifications.

**Section 13. Flagpoles.** No free standing flagpoles shall be permanently erected on any Lot. A temporary flagpole approved by the Architectural Control Committee may be erected on a Lot with a model home until such time that the Lot on which the model home is situated is sold.

**Section 14. Private Utility Lines.** All electrical, telephone and other utility lines and facilities which are located on a Lot and which are not owned and maintained by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Architectural Control Committee, and shall be maintained at all times by the Owner of the Lot upon which is located.

**Section 15. Exterior Lighting.** All exterior lighting must first be approved by the Architectural Control Committee.

**Section 16. Sound Devices.** No horns, whistles, bells, or other sound devices, except for security systems used exclusively to protect Dwelling Unit, shall be placed or used on any Lot or Improvements. This paragraph shall not preclude the use of outdoor speakers for hi-fis, stereos, or radios if the sound level is maintained at a reasonably low level with respect to adjoining property.

**Section 17. Window Treatment/Burglar Bars.** No window in any Dwelling Unit or other Improvement that is visible from any other Lot or a street may be covered with an aluminum foil or other reflective material, window coverings must be compatible with the design and color of the Dwelling Unit and the overall appearance of the Properties. In addition, no burglar bars shall be permitted on Window, Front Entrance, Porches and Patios. The Architectural Control Committee shall have the sole authority to determine whether particular window coverings and doors are compatible with the design and color of the Dwelling Unit and the overall appearance of the Properties.

**Section 18. Air Conditioners.** No evaporative cooler or air conditioner 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 and in the back of side of residence.

**Section 19. Pools.** No above-ground swimming pools shall be erected, constructed or installed on any Lot.

**Section 20. Tents, Mobile Homes and Temporary Structures.** Except as may be permitted by the Architectural Control Committee during initial construction within the Properties, no tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Lot or any part of the Properties. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it received the prior approval of the Architectural Control Committee. All permitted structures shall be property maintained at all times and positioned on the Lot so as to not be visible from the fronting street and/or side street in the event of corner lot. Additionally, all permitted structures

shall be limited to a maximum height of eight(8) feet high from the center line of said roof, and shall be no more than one hundred twenty feet (120') of floor space. Materials, color and design of all permitted structures must be the same as the primary dwelling. In addition, party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board.

**Section 21.** Drainage and Septic Systems. Catch basins and drainage areas are for the purposes of natural flow of water only. No obstructions or debris shall be placed in these areas. Provided, however, the Association hereby reserves for itself and the association a perpetual easement across the Properties for the purpose of altering drainage and water flow. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, storm sewer, stream, or pond within the Properties. No privy, cesspool or septic tank shall be placed or maintained in the Property.

**Section 22.** Disposal Unit Requirements. Each kitchen in each residential dwelling or servant's quarters situated on any Lot shall be equipped with garbage disposal unit, which garbage disposal unit at all times shall be kept in serviceable condition.

**Section 23.** Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

**Section 24.** Artificial vegetation. Exterior Sculpture and Similar Items. No artificial vegetation or permanent flagpole shall be permitted on the exterior of any portion of the Properties.

**Section 25.** Playground. No jungle gyms, swings set or similar playground equipment shall be erected or installed on any Lot without prior written approval of the Architectural Control Committee. These items shall be positioned on the lot so as not visible from any street. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

**Section 26.** Walls. Fences and Hedges. Front side or rear fence or wall shall be six (6-8) feet in height. All fences and walls shall be of cedar wood natural tone. No fence or wall shall be erected on any Lot nearer to the street than the building setback lines as shown on the Plat. The Architectural Control Committee has the right to deviate its approval for the style and materials to be used based on the location within the Properties. It is the intent to maintain visual continuity especially along entryways and/or main thoroughfares and/or adjacent to common area properties. Title to any wall, fence, or hedge shall pass ownership with title to the lot and it shall be the Owner's responsibility to maintain said wall, fence or hedge thereafter. Fences shall be painted a light naturalwood stain color subject to Architectural Control Committee approval.

**Section 27.** Exterior Paint. The exterior surfaces of buildings located in the Properties shall not be painted unless the Architectural Control Committee gives its prior written approval of the color of paint to be used. The purpose of this covenant is to maintain harmony of the exterior paint colors of the buildings throughout the Properties. Iridescent colors or tones considered to

be brilliant are not permissible. Accordingly, the Architectural Control Committee shall not be obligated to approve of any color of exterior paint that is different from the original paint that is different from the original paint applied to the exterior of the buildings.

**Section 28. Completion.** Any construction of any home, improvement or structure which is commenced on any Lot must be completed on or before nine (9) months weather permitted. The Commencement of construction of a building requiring a foundation is deemed to be the date on which the foundation is poured and/or laid. If improvements that take more than nine (9) months to complete, the Owner can be assessed a fee by the Association of \$100.00 a day until the improvements are complete.

**Section 29. Consolidation or Resubdivision of Lots.** None of the Lots within this subdivision shall be consolidated (two lots into one) by re subdivision nor, divided (one lot into two) for use in building a home. No person owning two adjacent lots may consolidate said lots to build one home over both lots. Additionally, a lot owner may not build two homes on one lot.

**Section 29. Construction Requirements.** All Construction plans, materials and supplies list must be submitted to Architectural Control Committee 30 days prior to expected construction commencement for approval by committee.

## VII. USE RESTRICTIONS

**Section 1. General.** The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by Declarant or the Association). Any Supplemental Declaration imposed on the Properties may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

**Sections 2. Single Family Residential Use.** Each Owner shall use his Lot and the Dwelling Unit on his Lot, if any, for single family residential purposes only. As used herein, the term, "single family residential purposes" shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted or allowed to enter the Dwelling Unit or any structure or Improvement upon such lot and conduct business therein; (b) no signs (advertising such profession or business are permitted; (c) no on-site employees are permitted; (d) no offensive activity or condition, noise and/or odor are permitted; and (e) such use in all respects complies with the laws of the State of Texas, any applicable ordinances, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. The term "single family residential purposes" shall also be defined as: (a) one or more persons related by blood, marriage, or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their grandparents and domestic servants; and (b) no more than two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards).

**Sections 3. Occupants Bound.** All provisions of the Declaration, By-Laws and of any Rules and Regulations or use restrictions promulgated, pursuant thereto which govern the conduct of Owners, shall also apply to all occupants, guests and invitees of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, By-Laws, and the Rules and

Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto.

**Section 4.** Quite Enjoyment. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye: nor shall any structure, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purpose, shall be installed or operated on any Lot. The use and discharge of firecrackers and other fireworks is prohibited within the Properties and the entire subdivision.

**Section 5.** Business Use. No garage sales, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the lot so long as; (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

**Sections 6.** Definition of "Business" and "Trade". The term "business" and "trade", as used herein, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Lot pursuant to section 8 of this Article IX shall not be considered a trade or business within the meaning of this Section. The definition of "business" and "trade" shall not apply to any activity conducted by Declarant or conducted by a Builder with the approval of Declarant with respect to its development and sale of any Lots.

**Section 7.** Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or

her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the forgoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, Inisightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

**Section 8.**        Leasing of Lots.

- (a) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner received any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.
- (b) Leasing Provisions. Lots may only be leased for single family residential purpose as defined in this Declaration. No Owner shall be permitted to lease his Lot for hotel or transient purposes, which for purposes of this section is defined as a period of less than thirty (30) days. No Owners shall be permitted to lease less than the entire Lot. Every such lease shall be in writing. Every such lease shall provide that the tenant shall be bound by and subject to all of the obligations of the Owner under this Declaration. The owner making such lease shall not be relieved from any of such obligations. Upon the execution of a lease agreement, the Owner shall notify the Association in writing of the Owner's residence address and the name of Owner's lessee. No lessee shall be entitled to use the recreational facilities or Common Area of the Association until the information specified in this section is provided to the Association in writing and the Owner further notified the Association in writing that the Lessee has been granted the authority to use the recreational facilities and Common Area of the Association by such Owner.

**Section 9.**        Compliance with Declaration. By-Laws and Rules and Regulations. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Area caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto.

**Section 10.** Laws and Ordinances. Every Owner and occupant of any Lot, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties and any violation thereof may be considered a violation of this Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

**Section 11.** Subdivision of Lots. Declarant hereby expressly reserves the right to re-plat any Lot or Lots owned by Declarant in accordance with all applicable subdivision and zoning regulations.

**Section 12.** Parking and Prohibited Vehicles. No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off truck, hovercraft, aircraft, machinery, or equipment of any kind may be parked or stored on any part of any Lot, easement, or right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the Architectural Control Committee. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that; (a) are in operation condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) which do not exceed six feet six inches (6'6) in height, or eight feet (8') in width, or twenty-four feet (24') in length; and (e) have no commercial advertising located thereon, may be parked in the driveway on a Lot, however, no vehicle shall be parked so as to obstruct or block a sidewalk. No vehicle may be repaired on a lot unless the vehicle being repaired is concealed from view inside a garage or other approved enclosure. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or housed in the immediate vicinity; provided, however, overnight parking of any vehicle in the street is prohibited. Owners or occupants of Lots may seek a temporary variance from this restriction for their guests; however, any such request for a variance must receive the prior approval of the Board of Directors of the Association. The board of Directors of the Association may adopt additional Rules and Regulations regulating parking on the streets in the Properties.

**Section 13.** No Hazardous Activities. No activity shall be conducted on and no Improvements shall be constructed on any property, nor within entire subdivision, that is or might be unsafe or hazardous to any person or property. Without limiting the generality of the forgoing, no firearms shall be discharged and no open fired shall be lighted or permitted within the entire subdivision except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior or exterior fireplace.

**Section 14.** On-Site Fuel Storage. No on-site storage of gasoline heating or other fuels shall be permitted on any art of the Properties except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operations of lawn mowers and similar tools of equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

**Section 15.** Removal of Trash and Debris During Construction. During the construction repair and restoration of improvements, each Builder shall remove and haul from the Lot all tree stumps, tree limbs, branches, underbrush, and all other trash or rubbish cleared from the Lot to permit construction of the Improvements, including landscaping. No burning of trash or other debris is permitted on any Lot, and no materials or trash hauled away from any Lot may be placed elsewhere within the Properties, unless approved in writing by the Architectural Control Committee. Additionally, each Owner or Builder, during construction of the Improvements, shall continuously keep the Lot in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to kept, picked up, and hauled from the Lot on a

regular basis. Other useable building materials are to be kept stacked in a wood trash container in front lot and organized in a reasonable manner. No trash, materials, or dirt shall be placed in the street. Any such trash, materials, or dirt inadvertently spilling or getting into the street or street gutter shall be removed, without delay, not less frequently than daily. No vehicles allowed on the lot during construction.

**Section 16. Lighting.** Except for traditional holiday decorative lights, which may be displayed for two (2) months prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved in accordance with of this Declaration.

**Section 17. Excavation and Tree Removal.** The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction such Lot. No tress shall be cut or removed except to provide room for construction of Improvements or to remove dead or unsightly tress; provided, however, that removal of any other tree in excess of a four-inch (4') caliper requires the approval of the Architectural Control Committee. In the event that a utility line is hit while digging or excavating, the lot owner shall take full responsibility for replacement and connection damaged by owner or owner's contractor that caused such damage.

**Section 18. Damage or Destruction of Improvements.** Owners are bound and obligated through the purchase of Lot to maintain the Lot and all Improvements thereon in a neat and habitable manner. In the event of damage to any improvement within the entire subdivision, the Owner shall have the shorter of the period permitted by applicable laws or thirty (30) days to begin repairing or demolishing the destroyed or damaged portion, and, once timely commenced, such repairs or demolition must be pursued diligently to completion. If, however, damage to the Improvements is not covered by insurance, or if the Owner's claim is not approved by the Owners insurance company, or if the Owner decides not to restore the Improvements at such time, then the Owner may apply for a "hardship" extension to the operation of this restriction to be submitted to the Board within thirty (30) days from the date of such destruction or damage. The Board shall rule on the Owners application for a "hardship" extension within thirty (30) days from the date of submission. In no event shall the granting of a "hardship" extension in a particular case be deemed a waiver of the right to enforce this restriction thereafter. If the hardship extension is granted, the Owner thereafter immediately shall cause the damage or destroyed Improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the Architectural Control Committee, so as to present a pleasing and attractive appearance.

**Section 19. Restrictions on Garage and Trash.** No refuse, garage, trash, lumber, grass, shrub, or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse, or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed container of a type, size and style approved by the board and appropriately screened form view, except that any such container may be placed in a designated area for garage or trash pickup no earlier than six o'clock p.m. on the day preceding trash pickup of such garbage and trash and shall be returned to an enclosed structure or an area appropriately screened from view later than midnight of the day of pickup of such garbage or trash.

**Section 20. Clothes Lines/Drying.** No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot,

nor shall clothing or household fabric or any other article be hung, dried or aired on any Lot in such a way as to be visible from other Lots/streets or Common Area.

**Section 21. Animals.** Each Owner, tenant, or guest of an Owner shall have the absolute duty and responsibility to clean up after such animals to the extent they have used any portion of the Lot of another Owner or Common Area.

**Section 22. Signs and Billboards.** No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot except one (1) sign of not more than five (5) square feet which is used to; (a) advertise the property for sale or lease; (b) indicate traffic control or security services; (c) identify the builder or contractor while construction is in progress on such Lot; or (d) promote a political candidate, party or issue for two (2) week period starting no earlier than two (2) weeks prior to the date of the election or referendum and which must be removed no later than the day after the date of the election or referendum. Additionally, the right is reserved by Declarant to construct and maintain signs, billboards, and advertising devices as is customary in connection with the sale of newly constructed Dwelling units. Declarant and the Association shall also have the right to erect identifying signs at each entrance to the Properties. In no event shall any sign, billboard, poster, or advertising device of any character, other than as specifically prescribed in the first sentence of this Section be erected, permitted or maintained on any Lot without the express prior written consent of the Architectural Control Committee. The Association shall have the right to enter any Lot and remove any sign, billboard, poster or advertising device which is not permitted by this Section and in so doing will not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. Declarant may, however; place a large subdivision sign and/or billboard advertising sale of lots in such subdivision as Declarant may see fit and for the extent of time deemed necessary.

**Section 23. Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any walls, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No Derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

**Section 24. Treatment Facilities.** No Lot shall be used for the operation of a boarding or rooming house, a residence for transients, a "group home", "family home", "community home",

"half-way house", day-care center, rehabilitation center, treatment facility, or residence of unrelated individuals who are engaging in, undertaking, or participating in any group living, rehabilitation, treatment, therapy, or training with respect to previous or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency, physical or mental handicap, or illness, or other similar matters, unless otherwise allowed by terms of any law specifically negating the provisions of restrictive covenants prohibiting the same

**Section 25. Insurance:** Nothing shall be done or kept on a Lot or on the Common Area which would increase the rate or insurance relating thereto without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on his Lot or the Common Areas which would result in the cancellation of insurance on any residence or on any part of the Common Areas, or which would be in violation of any law.

**Section 26. Declarant's Special Rights:** Declarant or the transferees of Declarant shall undertake the work of developing all Lots included within the Subdivision. The completion of that work and the sale, rental, or other disposition of Lots is essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or constructed to:

a. Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or part of the Subdivision owned or controlled by Declarant or Declarant's transferees from doing on any part or parts of the Subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonable necessary or advisable in connection with the completion of such work.

b. Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or part of the Subdivision property owned or controlled by Declarant, Declarant's transferees or their representatives, such structures as may be reasonable necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of Lots by sale, lease, or otherwise;

c. Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conduction on any part or parts of the Subdivision property owned or controlled by Declarant Declarant's transferee or their representatives, the business of completing such work, of establishing the Subdivision as a residential community, and of disposing of Lots by sale, lease, or otherwise; or

d. Prevent Declarant Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of Subdivision Lots.

As used in the section, the words "its transferees" specifically exclude purchasers of Lot.

## ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement: Declarant, the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, the Association, or by any owner to enforce any covenants or restriction herein contained shall in no event deemed a waiver of the right to do so thereafter.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by final judgment or court order shall in no way affect any other provision which shall remain in full force and affect.

Section 3. Amendments:

a. Declarant: So long as the Class B membership exists, the Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration at any time and from time to time as otherwise specification authorized by this Declaration, or if such amendment is (i) necessary to bring any provision hereof into compliance with an applicable governmental statute, rule or regulation or judicial determination which is in conflict therewith, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property, or (iii) required by an institutional or governmental lender, purchaser, insure or guarantor of mortgage loans to enable it to make, purchase, insure or guarantee mortgage loans on any portion of the property. Further, so long as it still owns any portion of the Property for development, the Declarant may unilaterally amend for other purposes, provided the amendment has no material adverse effect upon any right of any Owner.

b. Owners: Except as otherwise provided above, or elsewhere in this Declaration, this Declaration may be amended only by a majority vote of Class A Members, together with the Class B Member's vote, for so long as the Class B Membership shall exist. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed of affirmative votes required for action to be taken under the clause. No amendment may remove, revoke, or modify any right or privilege of Declarant without the consent of Declarant (or its assignee of such right or privilege)

c. Validity and Effective Date of Amendments: Amendments to this Declaration shall become effective upon recordation in the real property records of Hidalgo County, Texas, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate as a waiver or amendment of any provision of this Declaration.

Section 4. Subordination: No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title acquired by foreclosure, trustee's sale or otherwise.

Section 5. Duration: The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, Association, or any member thereof for a period of thirty (30) years from the date hereof, and thereafter shall

continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then owner of at least fifty-percent (50%) of the Subdivision Lots.

Section 6. Compliance with the Law: At all times, each owner shall comply with applicable federal, state, county, and municipal laws, ordinances, rules and regulations with respect to the use, occupancy, and condition of their Lot and any improvements thereon if any provision contained in this Declaration or amendment is found to violate any law, then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

Executed this 30<sup>th</sup> day of September, 2022.

Declarant:

Owners: Subhash Bose Subhash Bose Sarojini Bose Sarojini Bose  
Subhash & Sarojini Bose, LP  
A Texas limited partnership  
S&S Bose, LLC, its general partner

By: Subhash Bose  
Name: Subhash Bose  
Its: President

(Corporate Acknowledgement)

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on the 30<sup>th</sup> day of September, 2022, by Subhash Bose, president of S&S Bose, LLC, a Texas limited liability company and general partner of Subhash & Sarojini Bose, LP a Texas limited partnership on behalf of said partnership.



Mayra Elizabeth Martinez  
Notary Public, State of Texas

Prepared in the office of:  
Sandra L. Martinez Attorney & Counselor at Law  
3525 W. Freddy Gonzalez, Ste. B2  
Edinburg, Texas 78539

After Recording return to:  
Sandra L. Martinez Attorney & Counselor at Law  
3525 W. Freddy Gonzalez, Ste. B2  
Edinburg, Texas 78539