

VG-120-2021-3208933

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

Document No: 3208933

Billable Pages: 14

Recorded On: April 05, 2021 08:47 AM

Number of Pages: 15

*****Examined and Charged as Follows*****

Total Recording: \$ 88.00

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File Information:

Document No: 3208933
Receipt No: 20210405000125
Recorded On: April 05, 2021 08:47 AM
Deputy Clerk: Imelda Leal
Station: CH-1-CC-K27

Record and Return To:

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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
TOWER LANDING PHASE II SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF HIDALGO

K AND S TR, LLC, a Texas limited liability company ("**Declarant**"), is the owner in fee simple of that certain real property located in Hidalgo County, Texas, to wit: All of Lots 1 through 75 inclusive; and Lot "A" (the "Detention Pond"), of Tower Landing Phase II Subdivision, an addition to the city of Alamo, Hidalgo County, Texas, according to the Map thereof recorded in Clerk's file No. 2021- 3208800 of the Real Property Records of Hidalgo County, Texas (the "**Property**").

Declarant hereby declares that all of the Property shall hereafter be subject to the covenants, conditions, restrictions, easements, assessments, liens and charges as set forth herein, pursuant to an established general plan for the improvement and development of the Property, and all of the Property shall hereafter be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, assessments, liens and charges which are for the purpose of protecting the value and desirability of, and which shall run with the Property, and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants, conditions, assessments, liens and charges shall inure to the benefit of Declarant and each Owner (hereinafter defined) thereof.

ARTICLE I

DEFINITIONS

1.01 "**Association**" refers to the Tower Landing Phase II HOA, Inc., a Texas nonprofit corporation, its successors and assigns, which shall be a non-profit corporation incorporated under the laws of the State of Texas. The Association, through its Board of Directors, may adopt bylaws and may adopt regulations for the operation of the Association and the use of the Property's Common Areas (hereinafter defined) in addition to the provisions set forth in this Declaration (hereinafter defined), and the Association shall function in a manner which is consistent with the terms of this Declaration.

1.02 "**Common Areas**" refers to the area of the Property which shall include the Detention Pond, mailboxes, lighting, landscaping, signage and other improvements authorized by the Committee, including the front entrance of the Property's perimeter fence but not the remainder of the Property's perimeter fence, all as further described in and provided for in this Declaration.

1.03 "**Declarant**" shall mean and refer to K and S TR, LLC, in its capacity as the initial developer of the Property, and its successors and/or assigns, provided that in order to be a successor and/or assignee of Declarant as the developer of the Property, such successor and/or assignee must at the time of succession or assignment acquire from Declarant all of Declarant's inventory of previously unsold Lots (hereinafter defined) representing the Property.

1.04 "**Declaration**" shall mean this Declaration of Covenants, Conditions and Restrictions for Tower Landing Phase II Subdivision, as may be amended from time to time as provided herein.

1.05 "**Lot**" or "**Lots**" refer to one or more of the lots comprising the Property.

1.06 **"Member"** refers to every person or entity who holds membership in the Association.

1.07 **"Mortgage"** refers to a conventional mortgage or a deed of trust

1.08 **"Mortgagee"** refers to a holder of, or beneficiary in, a Mortgage.

1.09 **"Owner"** refers to the record owner, whether one or more persons or entities, of the fee simple title to all or any portion of a Lot comprising the Property, but shall not include those holding title merely as security for the performance of an obligation.

1.10 **"Property"** refers to that certain real property identified as Tower Landing Phase II Subdivision, an addition to the city of Alamo, Hidalgo County, Texas, according to the Map thereof recorded in Clerk's file No. 2021- 3208800 of the Real Property Records of Hidalgo County, Texas.

1.11 **"Subdivision"** refers to the Tower Landing Phase II Subdivision, Alamo, Texas.

1.12 **"Trustee"** refers to that certain individual(s) or entities designated or appointed from time to time and at any time by the Association to perform the duties and responsibilities described within Article VI of this Declaration, and its successors and assigns. The initial Trustee, until a successor or substitute Trustee is appointed by the Association, shall be James Keller.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

2.01 Every Lot Owner is automatically a Member of the Association by virtue of ownership of a Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

2.02 The number of votes assigned to each Lot is as follows:

(a) So long as Declarant owns any Lot, Declarant is entitled to twenty (20) votes for each Lot owned by Declarant; and

(b) Except as provided in Section 2.02(a), the Owner of any Lot is entitled to one (1) vote for each Lot owned by such party. When more than one party owns an interest in a Lot, all such parties shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to a Lot.

ARTICLE III

FORMATION OF ASSOCIATION

3.01 The Association shall be created by the Declarant, and after its creation, the Association shall perform the functions assigned to the Association in this Declaration. Prior to the creation of the Association, the Declarant shall perform the functions assigned to the Association in this Declaration. Except for matters specifically reserved to the Members in this Declaration, the Association shall operate through its Board of Directors, and its officers. The primary function of the Association is the maintenance, repair and replacement of improvements in the Common Areas, and the enforcement of the provisions of this Declaration.

3.02 An annual meeting of the Members, commencing with calendar year 2021, shall be held on a date, and at a time and place designated by the Board of Directors of the Association. At the meeting, the Members shall elect directors whose terms have expired, or who have been removed in accordance with

the provisions of this Declaration, and transact such other business as may properly be brought before the meeting. The presence of Members or of proxies entitled to cast ten percent (10%) of all votes shall constitute a quorum. When a quorum is present at any meeting, the affirmative vote of fifty-one percent (51%) of the votes actually cast in person or by proxy by the Members at the meeting shall decide any question brought before such meeting, unless the question is one upon which, by express provision of Texas law, this Declaration, the Certificate of Formation or the Bylaws of the Association, a different vote is required, in which case such express provision shall govern and control the decision of such question. Special meetings of the Association may be called by the president or by a majority of Directors. The purpose of the special meeting shall be stated in the notice of such special meeting. The presence of Members or of proxies entitled to cast fifty-one percent (51%) of all votes shall constitute a quorum. When a quorum is present at any special meeting, the affirmative vote of fifty-one percent (51%) of the votes actually cast in person or by proxy by the Members at the meeting shall decide any question brought before such special meeting, unless the question is one upon which, by express provision of Texas law, this Declaration, the Certificate of Formation or the Bylaws of the Association, a different vote is required, in which case such express provision shall govern and control the decision of such question. Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail.

3.03 Except for the initial officers and directors listed in Section 4.04 of this Declaration, officers and directors of the Association must be Members; however, with respect to entity Members, an officer of such entity Member may serve as an officer or director of the Association. The officers of the Association shall consist of a president, secretary and treasurer. Each officer is limited to holding one (1) office at a time. The Board of Directors of the Association shall consist of three (3) directors. The officers of the Association shall also serve as members of the Association's Board of Directors.

3.04 James Keller, Ramon Saenz, Jr., and John Keller shall be the initial officers of the Association, holding the position of president, secretary and treasurer respectively, and they shall likewise serve as the three directors of the Association, until the Member's meeting held in calendar year 2021. Thereafter, the directors shall be elected by the Members in accordance with this Declaration, and any Bylaws hereafter adopted by the Board of Directors. Any officer or director may be removed either for or without cause at any special or annual meeting of the Members at which a quorum is present, by the affirmative vote of fifty-one percent (51%) of the votes present in person or by proxy at such meeting. Any vacancy occurring in an office or the Board of Directors (by death, resignation, removal or otherwise) may be filled by an affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors is present. A director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office. At all meetings of the Board of Directors, a majority of the number of directors fixed by this Declaration or the Bylaws, if the Bylaws so provide, shall constitute a quorum for the transaction of business. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise specifically provided by this Declaration, Texas law, the Certificate of Formation or any Bylaws adopted by the Board of Directors. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the members of the Board of Directors. Such a consent shall have the same force and effect as a unanimous vote at a meeting. The signed consent, or a signed copy, shall be placed in the minute book. Subject to the provisions of applicable law, the Board of Directors or any committee designated by the board may participate in and hold a meeting by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 4.04 shall

constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.05. The Board of Directors shall be responsible for the affairs of the Association and the Board of Directors may adopt such Bylaws and regulations in addition to the provisions of this Declaration as are necessary to carry out its functions, and the functions of the Members of the Association, but such Bylaws and regulations cannot conflict with the provisions of this Declaration. Without limiting the foregoing, through the Board of Directors, the Association shall have the following powers and duties:

A. To enforce by any proceeding at law or in equity, this Declaration, the bylaws, its rules and regulations.

B. To delegate its powers to committees, officers or employees.

C. To prepare a balance sheet and operating income statement for the Association and deliver a report to the Members at the Association's annual meeting.

D. To establish and collect annual assessments to defray expenses attributable to the Association's duties as permitted herein, and the maintenance, repair and/or replacement of the Common Areas and other improvements to be maintained by the Association as permitted herein.

E. To establish and collect special assessments as provided herein for capital improvements or other purposes as permitted herein.

F. To file notices of liens against Owners and the Lots of Owners who fail to pay any amounts owing by an Owner to the Association, and to foreclose on those liens.

G. To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations of the Association.

H. To give reasonable notice to all Owners of all annual or special meetings of the Members.

I. To hold regular meetings of the Board of Directors.

J. To manage, maintain, repair and/or replace all of the Common Areas, or to require, by rule or regulation, that each Lot Owner maintain, repair and/or replace all or some portion of the Common Areas located within an Owner's Lot.

K. To pay taxes and assessments, if any, that are or could become a lien on any of the Association's property.

L. To pay the costs of any liability insurance on the Common Areas and any liability insurance for the officers and directors of the Association.

M. *To levy fines against an Owner for a violation of the Dedicatory Instruments, Bylaws, or any rules and regulations instituted by the Board.*

N. To take such other action as is reasonably required to effectuate the intentions of this Declaration.

O. The Association acknowledges and agrees to comply with all Alamo, TX Code of Ordinances, as now or hereafter amended.

3.06 Neither any Owner, nor the directors and officers of the Association, 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 an Owner, whether such Owner was acting on behalf of the Association or otherwise.

3.07 All of the Association's directors or officers or former directors or officers or any person who may have served at the Association's request as a director or officer shall be indemnified by the Association against and held harmless from any and all claims which may be asserted against them or any of them upon or arising out of acts of omission or commission on the part of such officers or directors in their capacities as either officers or directors of the Association. Provided, however, that no director or officer shall be indemnified with respect to matters as to which such officer or director shall be adjudged by final judgment of a court of competent jurisdiction to be based upon willful misconduct in the performance of duty. Such indemnification shall extend to proceedings settled or otherwise disposed of without a determination on the merits, provided that the Board of Directors shall be advised by counsel for the Association that in the opinion of such counsel the person seeking such indemnity was not guilty of willful misconduct in the performance of duty, and provided further that in the opinion of the Board of Directors the amount of such settlement is fair and reasonable under all existing circumstances. Without limitation on the generality of the foregoing, the indemnification herein provided shall extend to and include reimbursement for an indemnification against all costs and expenses, including attorneys' fees, reasonably incurred in investigating or in connection with the preparation and/or defense of any action, suit, proceeding or claim.

ARTICLE IV

ASSESSMENTS

4.01 The Declarant, for each Lot comprising the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, annual and special assessments, and the cost of the periodic painting and cleaning; such assessments and periodic painting and cleaning costs, will be established by the Board of Directors and collected as provided in this Declaration. In fixing the annual assessment amount, a reasonable reserve for future capital expenditures may be included as a component of such annual assessment, in addition to any special assessment for specific capital improvements. The annual and special assessments, and painting and cleaning costs, together with interest, costs and reasonable attorneys' fees, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which each such assessment and charge is made as further provided in this Declaration. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment was made.

4.02 Each Lot Owner shall pay a pro-rata share of all annual and special assessments assessed pursuant to this Declaration.

4.03 The initial annual assessment for each Lot is \$150.00, and shall be collected once per annum at a date determined by the Board of Directors.

4.04 The Board of Directors is responsible for determining the amount needed by the Association to carry out its responsibilities under this declaration and for fixing the amount of the annual and special assessments (subject to the limitations imposed by this Declaration), which amount shall be apportioned to the Lot Owners as provided in this Declaration.

4.05 In addition to the annual assessments, the Board of Directors may levy, in any calendar year, special assessment(s) applicable to that year for the purpose of defraying, in whole or in part, any expense not covered by the annual assessments, provided that prior to adopting such special assessment, the special assessment shall have the approval of a majority of the Board of Directors of the Association.

4.06 Written notice of the annual assessments and any special assessments, shall be sent to every Owner. Annual assessments shall be due and payable on the 1st day of January, in each calendar year. Special assessments shall be due and payable as provided in the resolution adopting the special assessment.

4.07 The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments and other charges on a specified Lot have been paid.

4.08 Any assessment, charge or other monetary obligation owed to the Association not paid within thirty (30) days after the due date is delinquent and shall bear interest from the due date at the rate as set by the Board of Directors or the maximum rate allowed by law, whichever is less.

4.09 If any assessment, charge or other monetary obligation owed to the Association is not paid when due, the Association, in addition to charging interest on such unpaid amount, shall have the right and option to impose a late charge (but only to the extent permitted by applicable law) to cover the additional administrative costs involved in handling the delinquent account.

4.10 No Owner may waive or otherwise avoid liability for the assessments and other obligations provided for in this Declaration by abandonment, either temporary or otherwise, of such Owner's Lot.

ARTICLE V

LIEN FOR ASSESSMENTS

5.01 Effective as of, and from and after the filing and recordation of this Declaration, there shall exist a self-executing and continuing contractual payment and performance lien and equitable charge on each Lot to secure the full and timely payment of each and all assessments and all other charges and monetary amounts and performance obligations due hereunder. Such lien shall at all times be superior to any claim of homestead by or in any Owner. If any assessment, charge or fine or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment, charge or fine shall (after the passage of any stated grace period) be considered delinquent and shall, together with any late charge and interest thereon, and costs of collection thereof, become a continuing debt secured by the self-executing payment and performance lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, and the Owner's heirs, executors, administrators, devisees, personal representatives, successors and assigns.

5.02 The lien described in this Declaration is and shall be a contractual payment and performance lien. Each Owner, for the purpose of better securing each and all monetary and performance obligations described within this Declaration, and in consideration of the benefits received and to be received by virtue of the ownership of a Lot, has granted, sold and conveyed, and by this Declaration does grant, sell and convey the Lots comprising the Property, in trust, unto the Trustee, forever. And each Owner does hereby bind Owner, and Owner's heirs, executors, administrators and assigns to warrant and forever defend the Lots comprising the Property unto said Trustee, forever, against the claim, or claims of all persons claiming or to claim the same or any part thereof. The conveyance in this Section 5.02 is made in trust to secure the payment of each and all assessments and other obligations (both monetary and

performance obligations) described in this Declaration to and for the benefit of the Association as the beneficiary.

5.03 In the event of default in the payment or performance of any obligation hereby secured, in accordance with the terms hereof, then and in such event, the Association may elect to instruct the Trustee, or its successor or substitute to enforce this trust, by instituting and proceeding with the non-judicial foreclosure procedures authorized in Section 51.002, Texas Property Code, as such section now exists or is hereafter amended.

5.04 The Association may appoint a successor or substitute Trustee without any formality other than a designation in writing of a successor or substitute Trustee, who shall thereupon become vested with and succeed to all the powers and duties given to the then acting Trustee, the same as if the successor or substitute Trustee had been named original Trustee herein, and such right to appoint a successor or substitute Trustee shall exist as often and whenever the Association desires.

5.05 In the event a non-judicial foreclosure should be commenced by the Trustee against a Lot, the Association may at any time before the sale of the Lot direct the Trustee to abandon the sale, and may then institute suit for the collection of the Owner's debt, and for the foreclosure of the contract payment and performance lien granted in this Declaration. It is further agreed that if the Association should institute a suit for the collection of the Owner's debt, and for a foreclosure of the contract payment and performance lien granted in this Declaration on a Lot, that the Association may at any time before the entry of a final judgment in said suit dismiss the same, and request that the Trustee sell the Lot in accordance with the nonjudicial foreclosure proceedings authorized in Section 51.002, Texas Property Code, as such section now exists or is hereafter amended.

5.06 The Association, if it is the highest bidder, shall have the right to purchase at any sale of the Lot, and to have the Owner's debt to the Association credited against the Association's bid for the Lot. Subject to the Association's rights in the preceding sentence, the proceeds of sale received by the Trustee shall be applied as follows: (a) to the payment of all necessary actions and expenses incident to the execution of said trust, including a reasonable fee to the Trustee, not exceeding five percent (5%) of the gross proceeds of the sale of the Lot; (b) to the payment of the Owner's obligations to the Association as provided in this Declaration; (c) to the payment of any prior liens on the Lot which are superior to the Association's lien; and (d) the remainder, if any, shall be paid to the Owner or such other person or persons entitled thereto by law.

5.07 Any sale of a Lot by the Trustee shall, without further notice, create the relation of landlord and tenant at sufferance between the purchaser and the Owner; and upon Owner's failure to surrender possession thereof to the purchaser, the Owner may be removed by a writ of possession at suit of the purchaser.

5.08 In the event of suit or foreclosure, the Owner shall be liable for all costs incurred by the Association, including, but not limited to attorney's fees.

5.09 All liens in favor of the Association granted under the terms of this Declaration are superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon any Lot, whether arising from or imposed by judgment or decree or by any agreement, contract, deed of trust, mortgage or other instrument, including liens claimed by any Mortgagee on a Lot under the terms of a Mortgage which was first recorded in the Office of the Hidalgo County Clerk on or after the effective date of this Declaration, except for:

A. a lien for real property taxes and other governmental assessments or charges against a Lot unless otherwise provided by Section 32.05, Tax Code;

B. a first vendor's purchase money lien or first deed of trust purchase money lien recorded before the date on which the assessment sought to be enforced becomes delinquent under the declaration; or

C. a lien for construction of improvements on a Lot recorded before the date on which the assessment sought to be enforced becomes delinquent under the declaration.

Such subordination applies only to assessments or other charges which accrued prior to the acquisition of title to the Lot at a foreclosure sale or acceptance of a deed in lieu of foreclosure. A taxing entity or Mortgagee acquiring title to a Lot at a foreclosure sale, or by acceptance of a deed in lieu of foreclosure, or a third-party purchaser acquiring title to a Lot at a foreclosure sale, is liable for all assessments and other charges on a Lot accruing from and after the foreclosure sale date or date of delivery of the deed in lieu of foreclosure.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

6.01 Except for the Common Lot dedicated for the detention pond, all 75 lots shall be used as lots for residential purposes only. Only one single-family residence may be erected or be permitted to remain on any lot; however, one single-family residence may be erected and permitted on a combination of 2 lots so long as there is no conflict with building over any recorded easements and/or rights of way. No out-building other than a garage shall be erected, altered, placed, or be permitted to remain on any lot in addition to the dwelling house, except as otherwise provided in this Declaration. Said lots shall not be used for business purposes of any kind nor for any commercial manufacturing, apartment, boarding house, or rooming house purpose.

6.02 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or adjoining neighborhoods.

6.03 Minimum Building Setback lines shall be as follows:

- Front: 25 feet
- Rear: 15 feet or greater for easement
- Side: 5 feet or greater for easement
- Side Corner: 10 feet
- Garage: 20 feet

Minimum finished floor elevation shall be 18 inches above the top of curb as measured from the center of the lot.

6.03 The total floor area of the living area of each residence shall not be less than 1,300 square feet. All homes must be at least 85 % brick veneer homes, and must have a minimum of a two (2) car enclosed garage. (See exterior finishes below #5) Garages, utility rooms, storerooms, porches, etc. shall not constitute living area of the residence. Garages shall not be converted, either partially or entirely into a living area. No residence shall be higher than two stories and if it is two stories in height, the ground floor

area of the residence shall be a minimum of 1,300 square feet of living area as defined above. Each residence must have a minimum two paved off street parking spaces provided.

6.04 Exterior Finishes.

A. Residential Structures. 85 % of the exterior walls of residential structures must be finished (covered) with brick veneer construction and/or block covered with stucco or its equivalent. Wood and aluminum side paneling are not allowed. Approved roof finishes for the residential structure include composition 25-year 3-tab asphalt shingle or better, clay and metal but does not include built up roof (rock on tar). No wood shingles, shake roof, or fiberglass imitation clay products shall be permitted. No more than 15 % of home front can consist of concrete board or batter board, James hardie plank or equivalent fiber siding. No vinyl siding shall be permitted.

B. Solar Energy Systems: Owner shall have the right to place and maintain solar energy systems equipment or any other energy savings device on their lot subsequent to securing the required city permit to do so. Such equipment shall be installed in such location and in such a manner as to be obscured from the view of other persons in the Subdivision to the greatest degree practicable without significantly decreasing its efficiency. In no case shall solar units or other items be attached above the roof, but instead, be integral to the roof design. Solar panel systems should be installed on the south facing roof first, and then the west facing roof when possible as to compliment the attractive nature to the design of the home. Solar panel systems shall not be installed on the front of the home, where it is in plain view.

6.05 Air Conditioners. Window or wall type air conditioners are not permitted on any lot at any time. All air conditioning equipment must be screened from public view.

6.06 Construction Completion. Construction of any improvement, structure and/or building which is commenced on any Lot, to include all sidewalks and driveways, must be completed on or before Two hundred Forty (240) days after the commencement of same (the "Construction Period"); not including nationally recognized holidays, inclement "rain day" weather delay, and/or other necessary delays associated with an official Declaration of Disaster. (Commencement of construction of a building requiring a foundation is deemed to be the date on which the foundation is poured and/or laid.) Completion under this provision is defined as the point in time in which the City of Alamo, or other relevant governing authority, issues a Certificate of Occupancy.

6.07 Construction Receptacle. While improvements are being constructed on the Lot, Owner must, at Owner's sole cost and expense, provide a construction trash receptacle for all debris associated with said construction.

6.08 Fences, Walls, Hedges and Utility Meters.

A. Fencing is only allowed from the front corners of the house to the backyard. Fencing shall be constructed as a privacy fence and may be comprised of any commensurate material having an attractive and neat appearance. The front yard may not be fenced in with the exemption of Lot 74 where the fence may go up to its lot corners on the side of the detention/retention area.

B. Any fence, wall, hedge or utility meter must not be located on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for the decorative subdivision entry fence.

C. All houses must have solid or opaque fencing from the lot corners to the abutting lot lines in order to obstruct the view of the back yard.

D. Fences must be constructed of brick, block and stucco finish or wood. However, galvanized chain link fences are not allowed.

E. Fences, walls, and hedges must be approved by the Tower Landing Phase II HOA in every respect, including size, color, type, style, finish, character, material, and location.

6.09 Mailboxes. The property owner is responsible to construct and maintain a brick or masonry mailbox which should match the appearance of the home's construction.

6.10 Sidewalks. 4.0' concrete sidewalk shall be professionally constructed along all streets during the building permit stage.

6.11 Driveways. Driveways must be constructed of (and finished) only with concrete or brick driveway location for all lots are front entry except for corner lots.

6.12 Removal of Dirt. The digging or removal of any dirt from any Lot is prohibited, except as deemed necessary in conjunction with the construction of landscaping improvements.

6.13 Screening from Public View: The drying of clothes in full public view is prohibited. The Owners or occupants of any lots where the rear yard or portion thereof is visible from the public street must construct and maintain a suitable enclosure to fully screen the following from public view: the drying of clothes, yard equipment, yard equipment, wood piles or other such items.

6.14 Vehicles. No motor home, camper or other such recreational vehicle shall be parked, stored, kept, repaired, or maintained on any Lot except behind the property's fenced areas.

6.15 Parking. Owners shall be encouraged to store or park automobiles in enclosed garages or behind a walled and gated motor court, particularly at night. Parking vehicles along the street or on an exposed driveway for a period of exceeding 48 hours shall be discouraged.

6.16 Signs. Signs are not allowable on any lot except for one sign of no more than (8) square feet advertising the property for sale or rent.

6.17 Storage tanks. Storage tanks, underground and/or elevated of any kind will not be erected, placed, maintained, or allowed on any part of any Lot.

6.18 No structure of a temporary character shall be permitted, such as a trailer, tent, lean-to, shack, barn, or other temporary or permanent outbuilding, except for trailers or temporary structures erected on or delivered to a Lot for use during the Construction Period as defined in Article 6.06 of this Declaration. All temporary structures shall be removed no later than the date of Construction Completion.

6.19 No out-building, other than those otherwise permitted in this Declaration, shall be constructed on any lot, except that one storage building may be prefabricated or constructed on-site. Its

perimeter shall not exceed 40 feet and its height shall not be greater than 8 feet. Said structure shall not be erected or placed on the Lot before the residence is built.

6.20 Drilling Prohibition. No drilling, mining or exploring for oil, gas or other minerals shall be permitted on any Lot, nor shall any wells, tanks, tunnels or commensurate equipment associated with said activities be permitted on any lot.

6.21 Trash and Debris. Each Owner shall, at Owner's sole cost and expense, keep Owner's Lot free from trash and debris, and shall otherwise maintain the Lot in a neat and orderly manner.

6.22 Lawn and Landscaping. Each Owner shall, at Owner's sole cost and expense, maintain the lawn and landscaping on their Lot in a neat and orderly manner, to include mowing their lawn on a regular basis, and trimming trees when necessary.

6.23 Maintenance of Improvements. Each Owner shall, at Owner's sole cost and expense, also maintain, repair and/or replace all improvements (including the exterior facade of all building improvements, and all signage applicable solely to a specific Lot Owner) located on an Owner's Lot.

6.24 Damage to Improvements. If all or any portion of the improvements located on a Lot (not then the responsibility of the Association) are damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such improvements in a manner which substantially restores such improvements to the appearance and condition such improvements were in immediately prior to the casualty. Pending the reconstruction of such improvements, the Owner shall remove all debris associated with the fire or other casualty, and maintain the Lot, to the extent reasonable under the circumstances, in as safe and as clean a condition as possible. Reconstruction of the improvements shall be commenced within ninety (90) days after the damage occurs, and thereafter prosecuted to completion with due diligence within one hundred eighty (180) days from the commencement of such reconstruction, unless the Association authorizes a longer period of time to commence or complete reconstruction based on causes beyond the reasonable control of the Owner.

6.25 Performance by Association. In the event a Lot Owner shall fail to comply with an Owner's responsibilities under any provision of this Declaration, within fifteen (15) days of the Association's written notice to Owner that Owner is in default of its obligations under this Declaration, the Association shall have the right, but not the obligation, to enter upon an Owner's Lot to remedy the Owner's default, and/or otherwise perform the Owner's obligations which are the subject of the notice of default, all at the expense of the Lot Owner, which expense shall be a personal obligation of the Owner of the Lot and such expense, if incurred by the Association, is included in the contractual payment and performance lien upon the Owner's Lot granted by Owner to the Association in this Declaration. Performance under this provision is at the sole discretion of the Association.

6.26 Indemnity. Each Lot Owner shall indemnify, defend and hold the Association and all other Lot Owners harmless from any injury, loss, claim or action (collectively, "Claims") resulting from or related to the use of any portion of the Owner's Lot other than the Common Areas, even if such Claims are caused by the active or passive, ordinary negligence, or the sole, joint, concurrent or comparative, ordinary negligence, of the Association or another Lot Owner, and regardless of whether or not liability without fault or strict liability is imposed or sought to be imposed on the Association or another Lot Owner, but such indemnity will not be enforced to the extent that a court of competent jurisdiction holds in a final judgment

that a Claim is caused by the gross negligence or willful misconduct of the Association or another Lot Owner.

6.27 Firearms. The use or discharge of pistols, rifles, shotguns, or other firearms is expressly prohibited on all Lots at all times, except in an emergency when use of a firearm is legally justifiable.

6.28 Detention Pond/Retention Area.

A. The Association is perpetually responsible for the maintenance and upkeep of the pond's fence, and the vegetation in the pond's immediate area. The detention pond will be regularly cleaned and maintained as necessary by the Association and its agents.

B. No swimming, and no playing in the detention area shall be permitted; any unauthorized presence contrary to these provisions shall be deemed trespassing. Only authorized personnel expressly permitted by the Association shall access the area. The Association shall also maintain the fencing, landscaping, drainage equipment and/or internal improvements thereon.

C. If the Association is dormant, dissolved, or otherwise neglects its obligation to maintain the detention pond, the City of Alamo may maintain said pond to satisfy a standard of drainage operability. If the City of Alamo performs said maintenance, they shall possess the right to file a mechanic's lien against all Lots for the actual costs of such maintenance (labor, equipment, administration, legal, recording fees, etc.). Said costs shall be prorated and allocated equally among the Lots.

6.29 Maintenance of Common Areas. The Association shall control and maintain the entrance sign, wall, paint, and landscape of the entrance into the subdivision, as well as the electrical and water meters associated therewith. The Association shall perpetually care for the common areas and all common improvements to effect a neat and orderly appearance.

6.30 Duration of Declaration. Due to the perpetual obligation of the detention pond's maintenance, the terms of this Declaration shall run with and bind the Property, and shall inure to the benefit of, and be enforceable by, the Declarant, the Association or any Member thereof, and their respective legal representatives, heirs, successors and assigns, in perpetuity.

6.31 Amendment of Declaration. This Declaration may be amended:

A. by the Declarant, without the joinder and consent of any person or entity, at any time so long as the Declarant owns at least one (1) Lot comprising the Property; or

B. by the Association, without the joinder and consent of any person or entity, at any time, by the Association recording an instrument executed and acknowledged by the president of the Association stating that Owners representing not less than a majority of the total votes assigned to all Lots comprising the Property approved the amendment at a meeting of the Association duly called for that purpose.

No amendment of this Declaration shall be effective until recorded in the Official Records of Hidalgo County, Texas.

6.32 Restrictions on Amendment. In no event, shall any amendment nullify or cancel the Association's obligation to perpetually maintain the detention pond and its improvements pursuant to Article 6.28 of this Declaration.

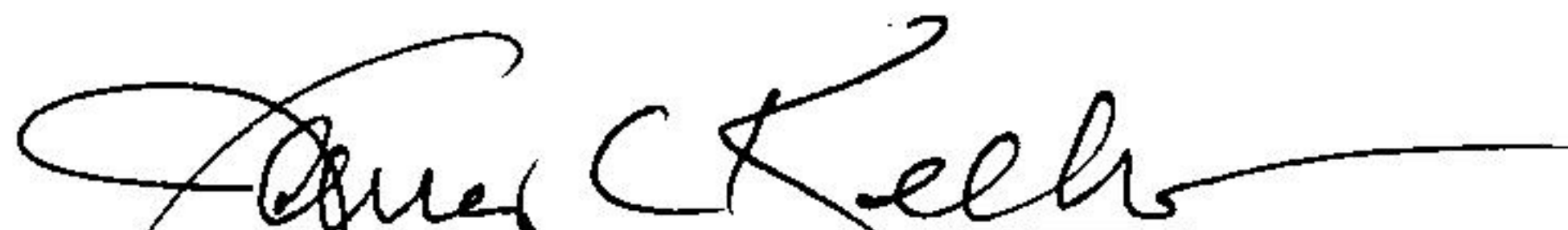
6.33 Enforcement. Declarant, the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association or by any Owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

6.34 Severability: Invalidation of any one or more of provisions in this Declaration by judgment or court order shall not invalidate the remaining provisions contained herein.

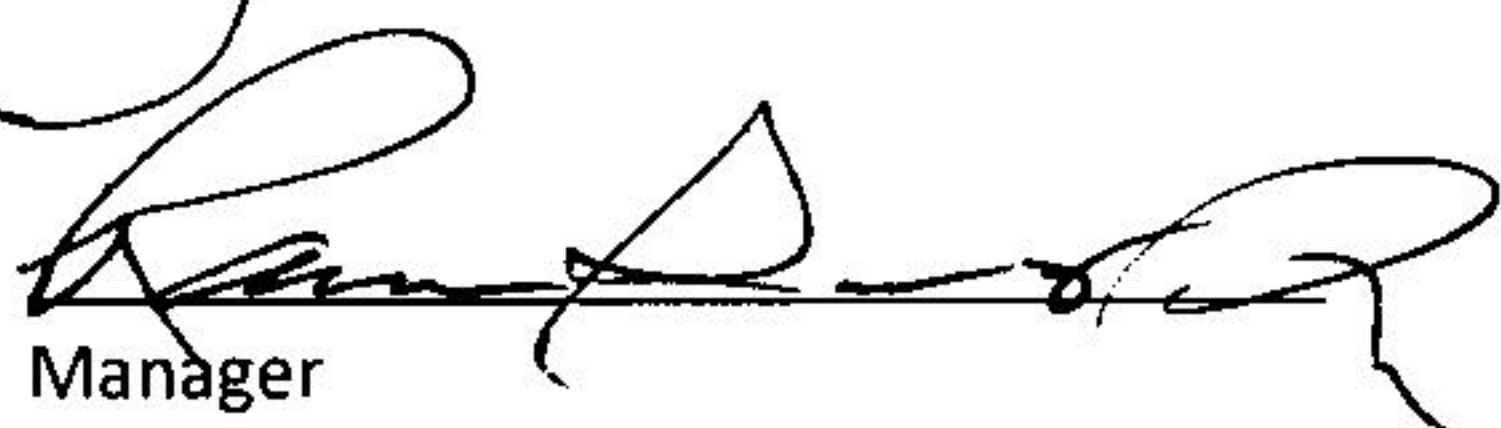
WARNING - NOTICES

WARNING-THERE EXISTS A DETENTION/RETENTION AREA ALONG THE NORTHEAST CORNER OF THE SUBDIVISION FRONTING TOWER ROAD AND WHITE LANE WHICH INCLUDES DEEP BANKS ALONG THE EDGES WHICH CAN BE A DANGER TO PERSONS AND PROPERTY. EACH OWNER OF A SUBDIVISION LOT IS NOTIFIED OF THE DANGER AND SHOULD KEEP CHILDREN, ADULTS, ANIMALS, AND PROPERTY AWAY FROM SAME. SELLER IS NOT RESPONSIBLE NOR DOES SELLER CONTROL THE DETENTION AREA, BUT IT BELONGS TO AND IS UNDER THE EXCLUSIVE PROPRIETARY CONTROL OF THE TOWER LANDING PHASE II HOA. THE CITY OF ALAMO, TEXAS IS NOT THE OWNER OF THE PRIVATE DETENTION POND, NOR IS THE CITY OBLIGATED TO MAINTAIN IT. ANY CITY MAINTENANCE THAT BECOMES NECESSARY DUE TO HOA NEGLIGENCE WILL INDUCE A PRO RATED MECHANIC'S LIEN TO BE FILED AGAINST THE LOTS. THE DETENTION AREA IS DANGEROUS. ANY EMERGENCIES AS TO THE DETENTION AREA SHOULD BE REFERRED TO THE CITY OF ALAMO POLICE 956-787-1454 OR BY CALLING 911.

EXECUTED this 2 day of March, 2021.



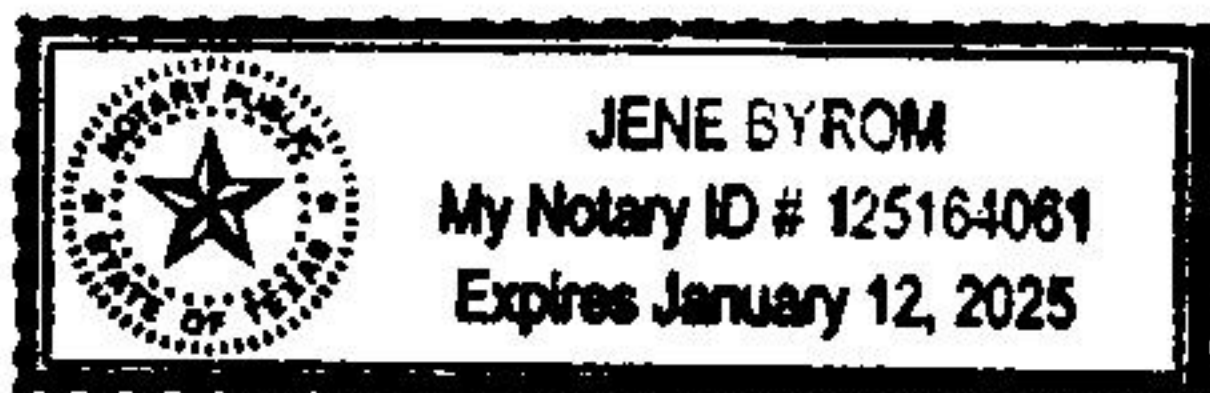
 Manager



 Manager

THE STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this the 2 day of March, 2021, by
James C Keller Managers of K and S TR LLC.

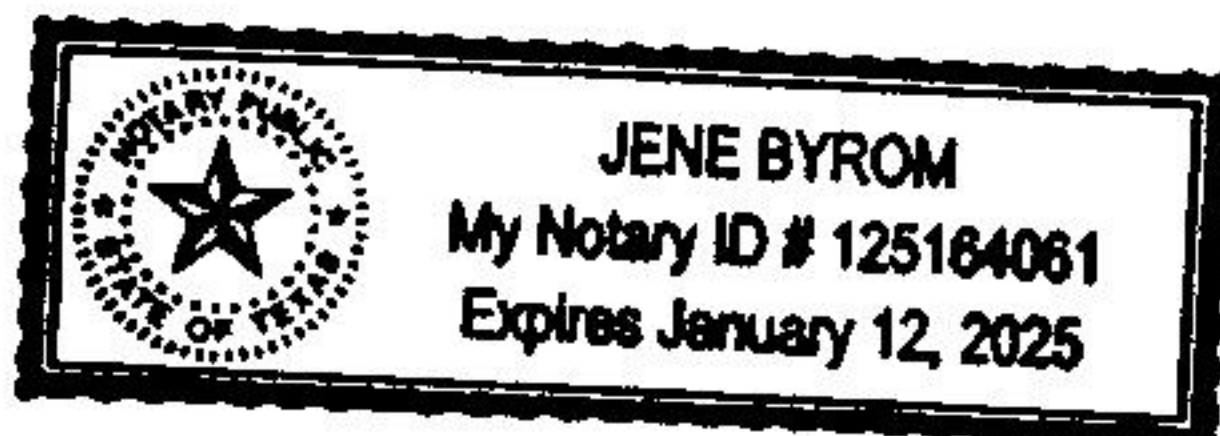




 Notary Public

THE STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this the 2 day of March, 2021, by
Ramon S. Jr. Managers of K and S TR LLC.





 Notary Public