



70 2006 01588855

Hidalgo County
Eddy Trevino
County Clerk
Edinburg, TX 78540

Instrument Number: 2006-1588855

As

Recorded On: March 10, 2006

Recording

Parties:

To

Billable Pages: 22

Number of Pages: 23

Comment: DELARATON

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

Recording	100.00
Total Recording:	100.00

***** **THIS PAGE IS PART OF THE INSTRUMENT** *****

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

File Information:

Document Number: 2006-1588855
Receipt Number: 748877
Recorded Date/Time: March 10, 2006 03:28P
Book-Vol/Pg: BK-SC VL-6 PG-83045
User / Station: A Rodriguez - Cash Superstation 10

Record and Return To:

MARY JANE MCLAREN PC
5123 NORTH MCCOLL
MCALLEN TX 78504



**GENERAL PLAN OF DEVELOPMENT FOR
COUNTRY MEADOWS ESTATES
PHASES I & II**

AND

**GENERAL DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS OF
COUNTRY MEADOWS ESTATES
PHASES I & II**

PHASE I

BEING A SUBDIVISION OF A 9.81 AC. TRACT OF LAND
OUT OF LOTS 4 AND 5, SECTION 234, TOWNSHIP-NEEDHAM
RAILWAYS COMPANY SURVEY, NEEDHAM COUNTY, TEXAS
AS RECORDED IN VOL. 2, PG. 14, MAP
NEEDHAM COUNTY, TEXAS

concerns. It is often assumed that the use of the term "epidemic" is confined to infectious diseases, but this is not the case. The term is also used to describe outbreaks of non-infectious diseases, such as cancer, heart disease, and mental illness. The use of the term "epidemic" is often a reflection of the fact that the disease is spreading rapidly and is causing a significant number of deaths or disabilities. The term "epidemic" is also used to describe outbreaks of social problems, such as drug addiction and homelessness. The use of the term "epidemic" is often a reflection of the fact that the problem is spreading rapidly and is causing a significant number of deaths or disabilities.

[illegible]

ALL INFORMATION ON THE MATTER BEING HANDLED BY THE UNITED STATES GOVERNMENT.

[illegible]


 JAMES C. McGRATH
 UNITED STATES
 DEPARTMENT OF JUSTICE
 1000 K STREET, N.W.
 WASHINGTON, D.C. 20004

1. CURRENT ADDRESS: School, Department, Professional, Specialty or The Office of Health-Related Activity Title
Agency, Institution, Organization and State (City) Zip Code

[illegible]

Plinio C. Medina
 REGISTERED PROFESSIONAL
 ENGINEER
 ALPHAMERICAN
 ENGINEERING

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

the 1980s, the U.S. economy has been in a state of stagnation. The economy has been unable to create enough jobs to absorb the growing labor force. The economy has been unable to create enough jobs to absorb the growing labor force. The economy has been unable to create enough jobs to absorb the growing labor force.

CLARENCE BEN'S ACHRONAL EPOXY
STATE OF TEXAS
COUNTY OF MIDLAND

For the undeveloped, undeveloped lots, the addition of a security interest in the above described property, after the last plat and delivery of the deed to the property, was made by the City of Dallas. The security interest in the property as proposed for the last plat was made after the first plat was made. The security interest in the above described property was made by the City of Dallas for the last plat and delivery of the deed.

PAUL S. KELLY, DIRECTOR

STATE OF TEXAS
COUNTY OF HIOLOLOI

BEFORE ME, the undersigned authority, do hereby certify and attest that the foregoing instrument was duly executed by the person or persons named therein, and that the execution thereof is in accordance with the requirements of the laws of the State of Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 10TH DAY OF FEBRUARY, 2016.

NOTARY PUBLIC FOR THE STATE OF TEXAS

STANDARD TELETYPE
UNIT
TYPE 15
MAY 1964
OF ORDER NO. 10-0-00000

Anthony J. DiStasio
DATE MAY 19 1964

[illegible]

PERKINS 35 PERKINS
RECALL 10 PERKINS COMPANY 30' 7MM LENS 1-43 AND 44-55.
010809 3 PERKINS COMPANY THE COMPANY 0108 01 10 01 17 SMALL 05 10 00 PERKINS
COMPANY 10 PERKINS
SUBJECTS 10 PERKINS COMPANY WATER SYSTEMS IN REPAIRS. THE PERKINS

[illegible]

1. **UNCLASSIFIED** (unless noted otherwise), but is subject to review for possible

0. A 4' SILENTLY RUNNING OR STOPPED CAR, IN PARKING AREA, WITH NO

6. A 10-PART TEST CONSISTS OF 40 QUESTIONS. EACH PART HAS 10 QUESTIONS AND EACH PART IS WORTH 10 POINTS. THE TOTAL SCORE IS THE SUM OF THE POINTS FOR EACH PART.

PLEASE PRINT NAME AND ADDRESS OF CONTACT:

THE

10

THE UNITED STATES OF AMERICA

RE: ALL OF COURSE BY AND FROM (124) FROM NAME IN THE STATE.

1. REPLY, IMMEDIATELY TO THE ADDRESS BELOW, SHOWING

6. APPROXIMATE CITY OF ORIGIN OF THE EAST BOUND OF THE

0.750728 115.00

1

- 2 -

TABLE OF CONTENTS
GENERAL PLAN OF DEVELOPMENT FOR COUNTRY MEADOWS ESTATES - PHASES I & II
AND
GENERAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
COUNTRY MEADOWS ESTATES - PHASES I & II

ARTICLE I: DECLARATION – PURPOSES

- Section 1. General Purposes
- Section 2. Declaration

ARTICLE II : DEFINITIONS

ARTICLE III: THE ASSOCIATION

- Section 1. Initial Organization
- Section 2. Membership and Voting Rights
- Section 3. Insurance
- Section 4. Powers, Duties and Responsibility
- Section 5. Board of Directors
- Section 6. Meetings

ARTICLE IV: ARCHITECTURAL CONTROL COMMITTEE (ACC)

- Section 1. Committee Membership
- Section 2. Approval of Plans
- Section 3. Transfer of Authority to the Association

ARTICLE V: CONSTRUCTION STANDARDS/REQUIREMENTS

- Section 1. General Construction Requirements
- Section 2. Building Locations
- Section 3. Building and Construction Procedures/Limitations
- Section 5. Violations

ARTICLE VI: BUILDING AND USE RESTRICTIONS

- Section 1. Residence Buildings and Garages
- Section 2. Minimum Living Area, Setbacks, Maximum Ground Coverage
- Section 3. Single Family Residential Use
- Section 4. Temporary and Other Structures
- Section 5. Nuisance
- Section 6. Signs
- Section 7. Animals
- Section 8. Removal of Dirt
- Section 9. Garbage and Refuse Storage and Disposal
- Section 10. Combining Lots
- Section 11. Lot Maintenance

ARTICLE VII : COVENANT FOR MAINTENANCE

- Section 1. Creation of the Lien and Personal Obligation with Respect to Assessments
- Section 2. Purpose of Assessments- Annual Assessments
- Section 3. Amount of Assessments, Change in Amount and Date of Commencement
- Section 4. Special Assessments for Capital Improvement
- Section 5. Effect of Nonpayment of Assessments; the Lien; Personal Obligation of the Owner
- Section 6. Interest; Remedies of the Association
- Section 7. Exempt Property
- Section 8. Subordination of the Lien to Mortgages
- Section 9. Proof of Payment

ARTICLE VIII : EASEMENTS

- Section 1. Easements for Maintenance and Enforcement
- Section 2. Easements for Drainage
- Section 3. Easements – Governmental Authorities
- Section 4. Easements Running with the Land

ARTICLE IX : GENERAL PROVISIONS

- Section 1. Duration
- Section 2. Enforcement
- Section 4. Interpretation
- Section 5. Omissions
- Section 6. Notices
- Section 7. Gender and Grammar
- Section 8. Severability

**GENERAL PLAN OF DEVELOPMENT FOR
COUNTRY MEADOWS ESTATES - PHASES I & II**

COUNTRY MEADOWS ESTATES - PHASES I & II is a planned residential community, consisting of a total of one hundred, thirty-six (136) residential lots, oriented to single family living in the City of McAllen in Hidalgo County, Texas. For purposes of staging the development, the entire community is divided into two sections, those being Phase I, consisting of fifty-six (56) residential lots, and Phase II, consisting of eight (80) residential lots. The City of McAllen will be serving the development with municipal services, including sewer services, garbage collection, police and fire protection, maintenance of utility lines, and code enforcement. Shary Water Supply Corporation will be serving the development with water services.

COUNTRY MEADOWS ESTATES HOMEOWNERS' ASSOCIATION

COUNTRY MEADOWS ESTATES HOMEOWNERS' ASSOCIATION, which shall be known as CMEHA or such other name as the Developer shall determine, will own and operate the common properties and property owners' facilities, including the development entrance, private internal roads and all other common areas within the Community. Membership in CMEHA will be mandatory for all lot owners and contract purchasers. A copy of the Articles and Bylaws of the CMEHA will be available to all lot owners of the Community.

Providing Funds for CMEHA Expenses

Each owner is subject to an annual assessment by CMEHA for the purpose of providing CMEHA with adequate funds to carry out its obligations. The assessment for each owner for the initial year of operation is estimated to be approximately \$300.00. Failure of owners to pay when due any assessment made with respect to their property will result in a lien being imposed thereon for the amount of such assessment, together with interest and cost of collection. All CMEHA assessments are also the personal obligation of each lot owner. Each Purchaser should carefully read the provisions of the General Declaration of Covenants, Conditions and Restrictions (the "Declaration") relating to assessment. It is intended that assessments will cover (but not be limited to) the following services and costs:

1. Administration of the Common Property
2. Administration and cost relative to the architectural controls and restrictions
3. Maintenance of streets and landscaped elements along common streets
4. Recreational and social activities to enhance the social and family welfare of the members.

Protective Covenants and Restrictions

The Declaration setting forth provisions for the common benefit of all owners in the Community shall be recorded in the property records of Hidalgo County, Texas. Through these means, CMEHA intends to provide for the preservation of the natural beauty, value and amenities within the Community.

Architectural Control

In the interest of providing for the development of an ecologically sound and aesthetically pleasing community, CMEHA shall establish an Architectural Control Committee (the "Committee"). This Committee is charged with the responsibility of reviewing and approving in advance all plans and specifications for physical improvements and alterations on and to the properties covered by the Declaration. Matters with which the Committee is concerned include location of buildings on a home site; size, type, style, quality of and exterior appearance of buildings; erection of building, fences, landscaping or other structures, etc.

Roads, Utilities and Municipal Services

CMEHA will maintain all private roads located within the Community. All lots are furnished with water service for domestic use by Sharyland Water Supply Corporation. All lots are furnished with sewer service for domestic use by the City of McAllen. In addition, the City of McAllen will be serving the Community with other municipal services, including garbage collection, police and fire protection, maintenance of utility lines and code enforcement.

**GENERAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
COUNTRY MEADOWS ESTATES - PHASES I & II**

THIS DECLARATION, is made by the Developer WARE 94 LTD, a Texas Limited Partnership, whose General Partner is WARE ROAD 94 LLC, a Texas Limited Liability Company, herein called the "Developer."

**ARTICLE I
DECLARATION - PURPOSES**

Section 1. General Purposes. The Developer is the owner of certain real property located in the city of McAllen, Hidalgo County, Texas and desires to create thereon a planned community development that may be provided with common properties designated for the private use of owners within such development, except as herein otherwise provided. The real property which is and shall be held transferred, sold, conveyed and occupied subject to this Declaration is located in the City of McAllen, Hidalgo County, Texas and more particularly described as follows:

A total of one hundred, thirty-six (136) residential lots, divided into two sections, those being Phase I, consisting of fifty-six (56) residential lots, and Phase II, consisting of eight (80) residential lots, all located within COUNTRY MEADOWS ESTATES, an Addition to the City of McAllen, Hidalgo County, Texas.

COUNTRY MEADOWS ESTATES, PHASE I, consisting of: ALL OF LOTS ONE (1) THROUGH FIFTY-SIX (56), COUNTRY MEADOWS SUBDIVISION PHASE I, an addition to the City of McAllen, Hidalgo County, Texas, according to the map recorded in Volume 50, Page 14, Map Records, in the office of the County Clerk of Hidalgo County, Texas, recorded as Document No. 1587683.

COUNTRY MEADOWS ESTATES, PHASE II, consisting of: ALL OF LOTS FIFTY-SEVEN (57) THROUGH ONE HUNDRED, THIRTY-SIX (136), COUNTRY MEADOWS SUBDIVISION PHASE II, an addition to the City of McAllen, Hidalgo County, Texas, to be recorded in the map records, Hidalgo County, Texas, at which time this Declaration shall be Amended to show complete recording information.

The Developer has deemed it desirable for the efficient preservation of the values and amenities in said planned community development to create an entity to which the common properties, as may be added, may be conveyed and transferred and to which will be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created. For that purpose, the Developer will cause to be incorporated under the laws of the State of Texas a nonprofit corporation to be know as the "CMEHA, Inc."

Section 2. Declaration. To further the general purposes herein expressed, the Developer, for itself, its successors and assigns, hereby declares that the real property hereinafter described in Article II as "Existing Properties" whether or not referred to in any deed of conveyance of such properties, at all times is and shall be, transferred, sold, conveyed and occupied subject to the covenants, restriction, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth. The provisions of this Declaration are intended to create mutual equitable servitudes upon each Lot becoming subject to this Declaration in favor of each and all other such lots; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such lots becoming subject to this Declaration, and the respective owners of such lots, present and future.

ARTICLE II **DEFINITIONS**

Section 1. Definitions. The following words and terms, when used in this Declaration or any supplemental declaration (unless the text shall indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to the CMEHA, Inc., a Texas non-profit corporation, its successors and assigns.

(b) "Board" shall mean the Board of Directors or other governing body, however designated, of the Association.

(c) "Committee" shall mean the Architectural Control Committee.

(d) "Common Properties" shall mean any real property and improvements thereon which exist or may be added and any personal property or equipment with respect to which the Developer grants, assigns or conveys to the Association, title, interest in or rights of use, or with respect to which the Developer permits use by the Association and its members, and any replacement of or for any of the foregoing, including but not limited to (i) private streets; (ii) landscape and fence along common Streets, and (iii) fence along the north, east and west property lines of the development.

(e) "Developer" or "Declarant" shall mean, WARE 94 LTD, a Texas Limited Partnership.

(f) "Dwelling" shall mean any building located on a Dwelling Lot and intended for the shelter and housing of a Single Family.

(g) "Dwelling Accessory Building" shall mean a subordinate building or a portion of a Dwelling, the use of which is incidental to the Dwelling and customary in connection with that use.

(h) "Dwelling Lot" shall mean any Lot intended for improvement with a Single Family dwelling.

(i) "Existing Properties" shall mean and refer to the real estate described in Article I, Section 1, hereof.

(j) "Living Area" shall mean the portion of a Dwelling which is enclosed and customarily used for Dwelling purposes, but shall not include open porches, open terraces, breezeways, attached garages, or Dwelling Accessory Buildings.

(k) "Living Unit" shall mean and refer to any portion of a Single-Family Structure situated upon the Properties designated for occupancy by a Single Family.

(l) "Lot" shall mean any plot of land described by a number upon any recorded subdivision map of the Properties, but shall not include any plot designated therein as a "tract."

(m) "Member" shall mean all those Owners who are members of the Association as hereinafter provided.

(n) "Owner" shall mean the record owner, (whether one or more persons or entities), of the fee simple title to or the contract purchaser for any Lot or Living Unit situated upon the Properties; but, notwithstanding any applicable theory of the deed to secure debt, shall not mean or refer to any holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(o) "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than two persons not all so related, together with their domestic servants, maintaining a common household in a Dwelling.

(p) "Single Family Residential" shall mean any of the Properties restricted by this Declaration or any supplement to use for improvement with Single Family Structures.

(q) "Single Family Structure" shall mean any building containing one Living Unit with eighteen hundred (1,800) square feet of air-conditioned space on lots ONE (1) through ONE HUNDRED, THIRTY-SIX (136).

(r) "Story" shall mean that portion of a Dwelling included between the surface of any floor and the surface of a floor next above, or if there is not a floor above, the space between the floor and the ceiling next above.

(s) "Structure" shall mean any building or other improvement erected or constructed, the use of which required more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground.

(t) "The Properties" shall mean and refer to the Existing Properties, and all additions to the Existing Properties subject to this Declaration.

ARTICLE III **THE ASSOCIATION**

Section 1. Initial Organization. The Developer will cause the Association to be incorporated or formed at such time as the Developer determines. Until the Association has been organized and until election of the initial Board, the same rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board by this Declaration and in the Bylaws shall be vested in, and held and performed by Developer. The Developer shall have free use of all assessments for this purpose. All references to the Association shall be deemed a reference to the Developer until the Developer resigns from the Association in accordance herewith.

The election of the initial Board shall be for a term of five (5) years from the date of recording of this Declaration, or after sale of 75% of the Lots, or earlier upon resignation of the Developer; but no sooner than the date on which the Association has been duly incorporated. If the initial Board is not elected by the Owners at the time so established, Developer shall continue in office for a period of an additional thirty (30) days, whereupon written notice of its resignation shall be sent to all Owners entitled to vote at such election.

Upon Developer's resignation, Developer shall turn over the corporate books of the Association, a list of all current Owners of the Property, an accounting for Association dues collected and/or spent on behalf of the Association in accordance herewith, and a current status of account for all assessments currently due, whether paid or in default. Thereafter, Developer shall have no further obligations whatsoever to the Association.

Section 2. Membership and Voting Rights. For the purposes of the section, the "Developer's" Voting rights and matters related to timing shall be computed as though there were a single developer.

- 1) Every Owner who is subject to assessment in whole or in part shall automatically be a Member of the Association and shall remain such so long as he remains an Owner of a Lot subject hereto. Developer shall be a Member of the Association but shall have no obligation to pay assessments after all of the lots are sold. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.
- 2) The Association shall have two (2) classes of voting membership:
 - a) Class A: Class A members shall be all Owners with the exception of the Developer and shall be entitled to one (1) vote for each Lot owned.
 - b) Class B: The Class B member shall be the Developer in its capacity as an Owner who shall be entitled to three (3) votes for each Lot owned, provided however that the Developer shall be entitled to only one (1) vote per Lot and no greater than forty-nine percent (49%) of the total number of votes outstanding on the happening of either of the following events, whichever occurs earlier:

- (i) When seventy-five percent (75%) of the Lots have been conveyed to Owners, other than Developer or Developer's constituent partners; or
- (ii) Five (5) years after the date the first Lot is conveyed to such other Owners.

Section 3. Insurance.

- 1) The Association may maintain on behalf of the Association, Board, officers, managers, comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring the Association from liability of whatever reasonable nature including specifically, without limitation, those liabilities in connection with its maintenance of the Common Properties.
- 2) The Association may also maintain such policies of insurance for worker's compensation and property damage, property loss, vandalism and malicious mischief in relation to the Common Properties as the Association may deem desirable and may also obtain such other kinds of insurance as the Association shall from time to time deem prudent with respect to all of its activities pursuant to its Bylaws and this Declaration.
- 3) The premiums for all insurance purchased pursuant to the provisions of this Section shall be common expenses and shall be paid at least thirty (30) days prior to the expiration date of any policy.

Section 4. Powers, Duties and Responsibility. The Association is created to carry out the purposes of this Declaration. In order to carry out that purpose, the Association shall be the governing body for all of the Owners. It shall exercise the following powers and shall assume the following duties and responsibilities.

- 1) To provide for highest standards of maintenance of the Properties and to make and promote the desired quality and character of the Properties;
- 2) To own, maintain, repair and replace the Common Properties;
- 3) To provide for a general fund to enable the Association to exercise its powers, duties and responsibilities as delineated in this Declaration, its Articles of Incorporation, and its Bylaws by levying an annual assessment or special assessment;
- 4) To enforce any lien for non-payment of any assessments;
- 5) To review and control the construction, installation, remodeling or rebuilding of buildings or structures within the Properties; and
- 6) To take any action necessary to effectuate the purposes of this Declaration.

Section 5. Board of Directors. The Board shall manage the affairs of the Association. The initial control and management of the Association shall be entrusted to an initial Board, which shall consist of no less than three (3) directors. The Developer shall appoint the initial Board as provided herein. The Bylaws of the Association shall set forth the general powers of the Board, the number, tenure and qualifications of directors, their term of office, manner of election and removal, and method of operation of the Board.

- 1) There shall be an annual election to fill the offices of the directors whose terms are expiring. Said election shall occur at the annual membership meeting to be held on the first Monday of February of each year or at such other reasonable time or date not more than thirty (30) days before or after said date as may be designated by written notice of the Board delivered to the membership no less than ten (10) days prior to the date fixed for said new meeting. Cumulative voting shall not apply in the election of the directors. Each Lot shall have the number of votes as specified in Article III, Section 2 herein.
- 2) The Board shall have the power to fill any vacancy that may occur in their own number or in any office of the Association. The directors or officers so appointed shall serve for the unexpired term of the director or officer replaced.
- 3) If any director fails to attend a majority of the number of meetings of the Board in any fiscal year, the Board may in its sole discretion declare his office vacant. The regular meeting of the Board shall be held immediately after and at the same place as each annual membership meeting. Special meetings may be called on the order of the president or on the motion in writing by a majority of the directors. At least two

days notice of such special meeting, specifying its purpose, shall be given by mail, facsimile transmission machine, or personal service to each director.

- 4) A majority of the Board shall constitute a quorum for the transaction of business and the action of a majority of such quorum shall be the action of the Board. If a quorum is not present, a lesser number may adjourn the meeting to another date.
- 5) The officers of the Association shall be president, vice president, and secretary/treasurer. They shall all be elected by the directors at the regular meeting of the Board subsequent to the annual election of directors and shall hold their respective office for one year and/or until their successors are elected and qualified. The officers shall be subject to the control of the Board and may be removed by the majority of the directors at any regular meeting or any special meeting called for that purpose. The Board may elect such other officers as it deems necessary. The officers shall exercise their functions according to the Bylaws of the Association.
- 6) The members of the Board and the officers of the Association shall not be liable to the Association for any mistake of judgment or acts or omissions made in good faith while acting in their capacity as directors, officers, or agents. The Association shall indemnify and hold harmless the members of the Board and the officers thereof against all contractual liability to others arising out of contracts made by them, unless such contracts shall have been made in bad faith or with knowledge that same was contrary to the provisions of this Declaration. All contracts and agreements entered into the Board or officers shall be deemed executed by said parties as the case may be as agent for the Owners or the Association.

Section 6. Meetings. The initial meeting of the Members of the Association shall be held as specified herein. The Declarant or the initial Board shall notify the Members of said initial meeting at least ten (10) days prior to the date of the meeting. Thereafter, there shall be an annual meeting of the Members on the second Monday in February or at such other reasonable time or date, no more than thirty days before or after said date, as may be designated by written notice of the Board delivered to the Members no less than ten (10) days prior to the date fixed for said new meeting. The purpose of the annual membership meetings shall be to elect directors and to conduct Association business.

ARTICLE IV **ARCHITECTURAL CONTROL COMMITTEE (ACC)**

Section 1. Committee Membership. There shall be and is hereby created the Architectural Control Committee ("ACC") which shall be composed of three (3) persons to be appointed by the Board. The ACC shall consist of three (3) members, which shall also be Lot Owners. The Members shall each serve for one (1) year terms. Any action taken by the ACC must be pursuant to a majority, which shall consist of three (3) members of the ACC. In the event of death or resignation of any member of the ACC, the Board shall appoint a successor member. In addition, the Board shall have the right, in its discretion, to remove any member of the ACC and appoint a successor member.

Section 2. Approval of Plans. Prior to commencing, erecting, constructing, planting or maintaining upon the Properties, any building, structure, fence, wall, or other improvements or making any exterior addition to or change or alteration therein, the Owner shall submit to the ACC for approval in writing detailed plans and specifications therefore as to compliance with minimum structural and mechanical standards, location and situation on the Lot, and as to harmony of external design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building with respect to the Lot lines).

- 1) The Owner shall submit to the ACC for approval the necessary plans and specifications in the form attached hereto as Exhibit A, as well as all additional information required under Exhibit A. In addition, Owner's submission for approval of plans and specifications must be signed and returned with all of the foregoing items.

- 2) The ACC shall approve or disapprove within thirty (30) days after the Owner has submitted to it the complete set of all required plans and specifications that are in compliance with the requirements set forth in Exhibit A. In the event the ACC fails to approve or disapprove such plans and specifications within such thirty (30) days, the requirement of written approval from the ACC shall be deemed waived; provided however, no such waiver shall operate to permit any structure to be commenced, erected, placed, constructed or maintained on any Lot in the Community in a manner inconsistent with any provision of this Declaration, nor shall it be construed that any variance to the covenants was approved.
- 3) Without limitation of the powers herein granted, the ACC shall have the right to specify a limited number of acceptable exterior materials, finishes and/or colors that an Owner may use in the construction, alteration, or repair of any improvement on any Lot. The ACC also shall have the right to specify the following requirements for each Lot: minimum setbacks; the location, height, and extent of fences, walls, or other screening devices, and the orientation of the residential structure with respect to garage access and major entry and frontage.
- 4) The ACC shall have full power and authority to reject any plans and specifications that (i) do not comply with the restrictions herein imposed; or (ii) do not meet its minimum construction or architectural design requirements; or (iii) are not compatible, in the sole discretion of the ACC, with the design or overall character and aesthetics of the Properties; or (iv) that do not conform to any or all of the Building Codes of the City of McAllen.

Section 3. Transfer of Authority to the Association. The ACC shall have the right to assign to the Association the ACC's duties, rights, powers and authority hereunder. From and after the date of such assignment, and the acceptance thereof by the Association, the Association shall have full right, authority and power, and shall be obligated, to perform the functions of the ACC as provided herein, including the right to designate a representative or representatives to act for it.

ARTICLE V **CONSTRUCTION STANDARDS/REQUIREMENTS**

Section 1. General Construction Requirements.

- 1) **Construction Materials.** Only new construction materials shall be used or utilized in constructing any structures situated on a Lot, unless the ACC shall expressly approve in writing the use of used construction materials. The exterior walls shall be in a stucco or brick, which must cover eighty percent (80%) of all exterior wall surfaces. The stucco shall be a simple, sand finished surface and in colors that have been approved by the ACC. Any application of stone trim must be submitted with samples to the ACC. If brick is used on the exterior wall surfaces it must be in colors approved by the ACC. Wood or synthetic material siding is prohibited.
- 2) **Openings.** Doors shall only be wood slab, paneled, leaded glass or wrought iron. The colors and design must be approved by the ACC. Sliding doors of wood or aluminum, with glass panels, may be used in special areas, such as patios, porches and similar areas, which must be screened from general view. Factory finished metal front doors comparable to wood in appearance may be approved by the ACC. Aluminum or metal doors must be painted. Window frames are to be wood, painted aluminum or vinyl clad double or single hung, casement or projecting. Sliding windows are prohibited, except in the limited case where a sliding window is needed due to architectural detail, with the exception of small sliding windows in bathrooms or kitchens. Screen frames shall match the window finish. Stain glass windows are prohibited in the front elevations. Clear leaded glass windows are permitted in the front elevations
- 3) **Garages.** Garage doors shall be over hung metal and raised panels. The garage door must be painted in the same color as the field color of the residential structure, or to match the trim color of the house. The garage must be completely enclosed and no carports or detached garages are allowed. The garage must accommodate a minimum of two (2) cars and a maximum of four (4) cars.

- 4) **Roofs.** Roof material may be clay tile or, concrete tile in natural clay tones, slate, metal, thirty (30) year dimensional composite shingle, or other material specifically approved by the ACC. No green or blue tile may be used. Roof selection must be approved by the ACC. Total height of dwelling, including chimney, shall not exceed maximum of thirty-five feet (35') above slab. Sub roofs must be constructed of minimum 15/32" plywood, with normal felt and rosin paper underlayments. Low profile roof ventilators must be used. Vents and other penetrations must be as unobtrusive as possible and located away from the main roof in which the dwelling is to be constructed. Chimneys shall be clad in masonry with colors complimentary to the color of the Living Unit. Pitched roofs shall have a minimum slope of 3:12 and a maximum slope of 8:12. If foundations are greater than six (6) feet from side property line then hip roofs may be used, but gutter and downspouts must be attached to control water run off. If flat roofs are used they must be used in conjunction with an approved parapet wall. An overhang of 24" maximum and 12" minimum, on all sides except when gable ends have parapets shall be maintained. Overhang shall be measured perpendicular to the wall surface. Overhangs may not extend beyond lot lines.
- 5) **Colors.** All exterior field colors shall be in earth tones and or must be approved by the ACC. The colors of the trim, doors and windows shall be complimentary to the selected field colors. Wood sashes, doors and trim shall be painted or stained. Special wood doors may be stained.
- 6) **Fences, Walls.** No walls, fences, or hedges shall be erected or maintained nearer to the front Lot line than the walls of the Living Unit situated on such Lot which are nearest to such front Lot line, unless otherwise approved in writing by the ACC. All side or rear fences, gates and walls shall be six (6) feet in height. A fence of western cedar shall be allowed, six (6) feet in height, which shall have six (6) inch wide boards with tops clipped two (2) inches on top corners. All fencing shall be maintained in a manner acceptable to the Association. Chain link are prohibited. Wrought iron and other ornamental iron fences are permitted for the side yard and rear yard only. Ornamental iron fences shall be black. Any other finish on the wrought iron must be approved by the ACC. Brick homes may use matching brick for their fences. Lot owners of these lots shall integrate this section of fence into their lot development which shall be subject to the approval of the ACC.
- 7) **Sidewalks.** A four (4) foot wide sidewalk shall be constructed from the parkway sidewalk or driveway to the front of the Dwelling Unit to be situated on the Lot. All such sidewalks (as well as all driveways) shall be made of concrete, stamped concrete or bricked pavers. A four (4) foot natural color, smooth concrete sidewalk shall also be constructed along the full street frontage of any Lot (parkway sidewalk). All such sidewalks, as well as all landscape installations, shall be completed prior to the Owner occupying the residential structure located on the Lot.
- 8) **Air Conditioners.** No window type air conditioners shall be permitted to be used, placed or maintained on or in any building in any part of the Properties.
- 9) **Kitchens.** Each kitchen in each residential structure situated on any Lot must be equipped with a garbage disposal unit and shall at all times be kept in serviceable condition.
- 10) **Landscaping.** All necessary landscaping and irrigation shall be done in the parkway area and on the front of the Lot as well as any side yard exposed to a street, prior to the Owner occupying the Dwelling Unit on the Lot. All such landscaping and irrigation shall be installed in accordance with the landscaping and irrigation requirements set forth on Exhibit A hereto. The ACC may promulgate rules governing the percent of area to be landscaped, type of plants and trees, and other similar requirements. Only sod may be used for the front of the Lot and any side yard exposed to a street, which sod must be installed prior to the Owner occupying the Dwelling Unit, as aforesaid.
- 11) **Communication or TV Dish.** One (1) parabolic dish may be installed on a Lot, subject to the following conditions:
- a) No part of the dish may be seen from the street.
 - b) The dish cannot exceed thirty inches (30") in diameter
 - c) The plans for any such dish shall be approved by the ACC.

12) Additions/Changes/Renovations.

- a) Any modification of an existing structure which increases the building's footprint or modifies the exterior appearance shall be approved by the ACC, with building permits required from the City of McAllen for any modification of an existing structure.
- b) Cable, telephone and electrical wires shall be spotted before any slab is poured. The Owner will be responsible for any cut lines.
- c) Garages may not be converted to living areas
- d) Owners shall be responsible for complying with all requirements imposed by the City of McAllen.

13) Miscellaneous.

- a) All cable shall be enclosed in conduit and shall join the system at the closest point to the cable system junction box located at one rear corner of the Lot.
- b) Plate, sheet or window glass shall be clear or gray tinted. Bronzed color and reflective type glass is prohibited.
- c) No exterior signage is permitted, except house numbers.
- d) Propane tanks are prohibited unless placed on concrete (rear yard) or incorporated into a landscaped area, in which case the tank must be in the rear area of the Lot. In all cases, the propane tank must be located at least twelve feet (12') from the nearest building structure with a size not to exceed 100 gallons and must conform to the local building codes.
- e) All mailboxes shall be provided by the Developer and centrally located near the entrance to the subdivision.
- f) Exterior lighting, other than the light over the main entrance door, shall be approved by the ACC.
 - i) All garbage containers must be kept inside Dwelling Unit, garage, or appropriate enclosure so they are not visible from the street, except on pick-up day.
 - ii) All hose bibs shall be on the rear or side of the dwelling, with no hose bibs permitted in the front (other than inside the garage).
 - iii) Junction box located at one rear corner of the Lot.
- g) Trash receptacles shall be maintained at rear of property.

Section 2. Timing.

- 1) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings, and doors completed and cover by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction, unless otherwise approved by the ACC. Construction commenced and not completed within such twelve (12) month period is subject to a fine of up to five hundred dollars (\$500) per day by the ACC. For the purposes thereof, the term "commencement of construction" shall be deemed to mean sixty (60) days following the date the ACC gives final approval to the construction plans.
- 2) Construction shall commence, as defined above, within thirty-six (36) months of the date of purchase of the Lot. Should an Owner of a Lot sell his Lot during this period, the new purchaser shall have not more than twelve (12) additional months in addition to the remaining twenty-four (24) months under the original ownership to commence construction.
- 3) If any Owner fails to commence construction within the time period set forth in this Section, Developer shall have the right, but not the obligation, to buy the Lot back from the Owner at the price originally paid for the Lot when first acquired from the Developer. Such right shall be exercised, if at all, within thirty (30) days after the applicable time period set forth in (b) of this Section
- 4) In such instance, the Owner shall be obligated to provide appropriate evidence of good and marketable title (subject only to exceptions approved by the Developer) and otherwise be subject to such terms and conditions as Developer may reasonably impose.

Section 3. Building Locations. Structures shall be located on Lots in the Community that conform to the setbacks listed on the plat attached hereto.

Section 4. Building and Construction Procedures/Limitations.

- 1) Any construction shall be undertaken in a good and workmanlike manner and in accordance with all applicable laws. The Owner shall obtain all required building permits. In connection with any such construction, no damage shall be done to any adjacent Lots, streets, common areas or public utilities, including cable television and telephone wires.
- 2) A perimeter protective barrier of at least four feet (4') high shall be maintained on the Lot while construction is ongoing. Construction material, trash and construction worker trash must be contained during construction in a dumpster or other acceptable enclosed container on the Lot and/or confined to the building itself.
- 3) The Lot, as well as the interior of the residence to be constructed thereon, shall be cleaned on a daily basis and shall be free from construction debris. No storage of excess materials shall be allowed at the Lot and no trash or other building material shall remain at the Lot or any adjacent portion of the Properties after construction has been complete. A haul-off dumpster, for construction debris, shall be at the Lot during the construction period, unless an alternate containment system is approved in writing by Developer.
- 4) In addition to removal of all debris, all weeds and grass shall be cut on a regular basis and regular maintenance of the Lot shall be performed. The foregoing requirement shall apply to periods of construction, as well as any time thereafter.
- 5) A portable toilet shall be at the Lot during the construction period placed in the rear of the property and cleaned no less than on a weekly basis.
- 6) One (1) three foot by three foot (3' x 3') builder sign (not one for each subcontractor), stating the name and telephone number of the contractor only, shall be permitted on the Lot during the construction period. All such signs shall be removed from the Lot upon completion of construction.
- 7) Temporary window coverings of aluminum foil or sheets are prohibited.
- 8) During the construction period, the Owner shall ensure that its contractors do not play loud music at the Lot, use vulgar language or otherwise engage in offensive behavior during the construction period. In addition, water from any other Lot may not be used and no vehicles shall be parked in front of any other Lot.

Section 5. Violations. Beginning construction without approval of the ACC, failing to obtain a building permit, failing to comply with applicable law, failing to comply with approved plans, or otherwise failing to comply with the terms of this Declaration can result in the Board imposing a substantial fine, and if applicable, remedying the noncompliance and placing a lien upon the Lot and improvements until it is reimbursed for its expenses. In applicable instances, the Board shall have the right but not the obligation after ten (10) days' written notice to the Owner to enter the Lot and remedy such noncompliance to its satisfaction and may charge the Owner for the cost of such work. The Owner agrees by the purchase of such Lot to pay such amount immediately upon receipt of an invoice therefore. The amount of such charge, together with interest thereon at the highest lawful interest rate, plus reasonable costs of collection, shall be charged, and the Association shall have a continuing lien upon such Lot for all such costs, which shall also be a personal obligation of the Owner of such Lot.

ARTICLE VI
BUILDING AND USE RESTRICTIONS

Section 1. Residence Buildings and Garages. No building or other structure shall be built, placed, constructed, reconstructed, or altered on any Lot other than a single family residence, with appurtenances incident to single family use, including, without limitation, bona fide servants quarters, and no structure shall

be occupied or used until the exterior construction thereof is completed and an occupancy permit issued by the City of McAllen is received.

Each single-family residence situated on a Lot shall have an enclosed, attached garage for not less than two (2) nor more than four (4) automobiles. No carport or detached garage shall be built, placed, constructed or reconstructed on any Lot. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles. All Owners and their immediate family, shall utilize such garages solely for the garaging of vehicles belonging to them.

Section 2. Minimum Living Area, Setbacks, Maximum Ground Coverage. "Single Family Structure" shall mean any building containing one Living Unit with a minimum of eighteen hundred (1,800) square feet of air-conditioned space on Lots ONE (1) through ONE HUNDRED THIRTY-SIX (136). Regarding minimum setbacks, no structure shall be located on any Lot nearer to the front Lot line than twenty-five feet (25'), or nearer to the side Lot line than six feet (6'). For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or portions of two or more Lots, are consolidated into a single building site, these setback requirements shall apply to the resulting building site as if it were one original, platted Lot. **The Maximum Ground Coverage under roof on a lot shall not be greater than 60% of the area within the Setbacks, subject to compliance with City of McAllen setback limitations.**

Section 3. Single Family Residential Use. Each Lot (including land and improvements) shall be used and occupied for single-family residential purposes only. No Owner or other occupant shall use or occupy its residence, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to also prohibit specifically, but without limitation, the use of Lots for duplex apartments, garage apartments or other apartment use. No Lot shall be used or occupied for any business, commercial, trade or professional purpose, either apart from or in connection with the use thereof as a private residence, whether for profit or not. Violations shall be subject to a daily fee of up to \$500 per day, after notice.

Section 4. Temporary and Other Structures. No structure of a temporary character, trailer, mobile, modular or prefabricated home, tent, shack, barn, or any other structure of building other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently and no residential house, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location. Builders shall have the temporary right to use a residence situated on a Lot as a Temporary office of a model home during the period of and in connection with construction and sale operations in the Properties, but no event shall a builder have such right for a period in excess of one (1) year from the date of substantial completion of his last residence in the Properties.

Section 5. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot or upon the Common Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. The Board shall have the sole and exclusive discretion to determine what constitutes a nuisance or an annoyance. No trucks larger than three-quarters of a ton, motor vehicles not currently licensed boats, trailers, campers, motor or mobile homes or other vehicles shall be permitted to be parked on any Lot, except in a closed garage. No vehicle of any kind may be parked on the street in front of a Lot overnight except one vehicle of a visiting guest, which party must be registered with the Association. No vehicles whatsoever may be parked at anytime on any streets adjacent to any park areas. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or other portion of the Common Properties. The use or discharge of firearms, firecrackers, or other fireworks in the Properties is prohibited. No motorbikes, motorcycles, motor scooters, "go-carts", or other similar vehicles shall be permitted to be operated in the Properties, if, in the sole judgment of the Board, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance.

Section 6. Signs. Except for signs, billboards, or other advertising devices displayed by Declarant, for so long as Declarant or any successors or assigns of Declarant to whom the rights of Declarant under this

Section 6 are expressly transferred shall own any portion of the Properties, no sign of any kind shall be displayed to the public view on any Lot (or Dwelling Unit thereon) or the Common Properties, except:

- 1) Builders may display one (1) yard sign that complies with the design guidelines, of no more than three feet (3') by three feet (3') on a Lot to advertise the Lot and any residential structure situated thereon for sale during the sales and/or construction period;
- 2) Any Owner may display one (1) yard sign that complies with the design guidelines, of no more than three feet by three feet (3'x3') on a Lot improved with a residential structure to advertise the Lot and residence for sale or rent;
- 3) Any Owner may display one (1) small window decal identifying a security service.

Any violation of this Section 6 will subject the Owner of the Lot to a fine of up to one hundred dollars (\$100.00) a day until the violation is corrected, as well as any and all other remedies that the Association may impose in accordance with Article V, Section 5 hereof.

Section 7. Animals. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any Lot or in any residential building or garage, or on any portion of the Common Properties, except that dogs, cats, or other common household pets (not to exceed three [3] animals) in any Lot may be kept, but they shall not be bred or kept for commercial purposes. Owners must keep animals on a leash and clean up feces in front yards and common areas. Any violation of this Section 7 will subject the Owner of the Lot to a fine of up to one hundred dollars (\$100.00) a day until the violation is corrected, as well as any and all other remedies that the Association may impose in accordance with Article V, Section 5 hereof.

Section 8. Removal of Dirt. The digging of or the removal of any dirt from any Lot any portion of the Common Properties is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

Section 9. Garbage and Refuse Storage and Disposal. All Lots and the Common Properties shall at all times be kept in a healthful, sanitary and attractive condition. No Lot or any part of the Common Properties shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly fitting lids, which shall be maintained in a clean and sanitary condition and stored in such receptacles as are approved by the City of McAllen and stored in the garage or screened behind a masonry wall. All such receptacles shall be removed from the garage on the designated collection day only and returned at the end of that day. No Lot shall be used for open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot as provided herein. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

Section 10. Combining Lots. Any person owning two or more adjoining Lots may, with the prior approval of the Association consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon (the plans and specifications therefor being approved as hereinabove set forth) and such other improvements as are permitted herein subject to all setback requirements except the side yard setback requirements at the point where the two (2) Lots are combined.

Section 11. Drilling and Mining Operations. No oil drilling, water drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any Lot.

Section 12. Lot Maintenance. The Owners or occupants of all Lots at all times shall keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash, or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only during such hours as permitted by law).

The drying of clothes in full public view and clothes lines are prohibited and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds, waterfront or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of them, and such default continuing after ten (10) days written notice thereof, Declarant or its successors and assigns may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such seeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration in order to place said Lot in a neat, attractive, healthful and sanitary condition, and may assess the Owner or occupant of such Lot for the cost of such work.

The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot to pay such statement immediately upon receipt thereof. Each such assessment, together with interest thereon at highest lawful rate of interest, plus reasonable cost of collection, shall be a charge and continuing lien upon such Lot, as well as the continuing personal obligation of the Owner of such Lot at the time of such assessment. The lien securing such assessment shall be second, subordinate and inferior to all prior liens, granted by or at the instance or request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or improvement of any such Lot.

Section 13. Use of Common Properties. The Association shall, from time to time, promulgate such rules and regulations relating to the use of the Common Properties as it deems appropriate. There shall be no obstruction of any part of the Common Properties, which are intended to remain unobstructed for the reasonable use and enjoyment thereof. No Owner shall appropriate any part of the Common Properties to his exclusive use, nor shall any Owner do anything which would violate the easements, rights, and privileges of any Owner in regard to any portion of the Common Properties herein permitted. No Owner shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure, or improvements or store any of his personal property on the Common Properties without the written consent of the Association first obtained. The Association shall have the right to remove anything placed on the common Properties in violation of the provisions of this Section and to recover the cost of such removal from the Owner responsible.

Section 14. Exempt Property. Notwithstanding any provision herein to the contrary, the Common Properties shall not be subject to or burdened by the building and use restrictions set forth herein, except to the extent same are made specifically applicable to the Common Properties.

ARTICLE VII **COVENANT FOR MAINTENANCE**

Section 1. Creation of the Lien and Personal Obligation with Respect to Assessments. The Developer, for each Lot and Living Unit within the Properties subjected to the provisions of this Declaration, hereby covenants and each Owner of any such Lot or Living Unit, by acceptance of a deed thereof or contract for the purchase thereof (whether or not it shall be so expressed in any such deed or contract), shall be deemed to covenant for himself, his heirs, representatives, successors and assigns to pay to the Association an annual assessment. All such assessments, together with interest thereon and cost of collections thereof, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land when such liens are perfected as provided in this Article. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment fell due.

Section 2. Purpose of Assessments- Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Members, and for the improvement and maintenance of the private streets, landscaped area along common streets, the perimeter fence on the west, south and east side of the development, and to providing services

and facilities related to all or any of the foregoing matters, and of the Members, including, but not limited to discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the Common Properties and repair, replacement and additions thereto, payment for any services provided to Members with respect to the foregoing matters, and for the cost of labor, equipment, materials, management and supervision thereof; Assessments are to be used for administration, management and associated costs of the ACC and those costs provided herein. The Board may permit the annual assessment to be paid on an annual, semi-annual or quarterly basis, or at such periodic intervals as it may deem appropriate.

Section 3. Amount of Assessments, Change in Amount and Date of Commencement.

- 1) The maximum annual assessment for the calendar year ending March 1, 2006, shall be Three Hundred Dollars (\$300) per Lot or Living Unit. The maximum annual assessment may be increased for any subsequent year to an amount, which is no more than ten percent (10%) compounded above the maximum permitted annual assessment for the previous year, without a vote of the membership.
- 2) The annual assessment for any year commencing after March 1, 2006, may be increased to an amount greater than that permitted by subsection (1) of this Section 3 only by an affirmative vote of fifty-one percent (51%) of the vote of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.
- 3) The Board may fix the annual assessment at an amount not in excess of the maximum amounts set forth in this Section 3.
- 4) Notice of any annual assessment increase shall be provided all Members of the Association 60 days prior to such increase in the Assessment. Such notice shall specify the reason for the increase.

Section 4. Special Assessments for Capital Improvement. In addition to the annual assessments authorized herein, the Association may levy, in any assessment year, a special assessment applicable to that year only, and not in excess of three (3) times the then-current annual assessment, for the purpose of defraying, in whole or in part, the cost of construction, improvement, reconstruction, repair or replacement of a capital improvement upon the existing common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

Section 5. Effect of Nonpayment of Assessments; the Lien; Personal Obligation of the Owner. If any assessment is not paid on the date when due, such assessment thereupon shall become delinquent and from and after the time when the Association shall have filed against the delinquent property with the Recorder of Deeds an appropriate instrument setting forth such delinquency, such assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then-Owner, his heirs, representatives, successors and assigns. The personal obligation of the then-Owner to pay such assessment shall remain his personal obligation for the statutory period.

Section 6. Interest; Remedies of the Association. Delinquent assessments shall bear interest at the highest lawful interest rate from the date of delinquency. The Association, at its option, may bring either an action at law against the person personally obligated to pay the same, or may foreclose the lien against the property, and there shall be added to the amount of such assessment all fees and costs connected with any such action, and in the event a judgment is obtained, such judgment shall include interest at the highest lawful interest rate, plus reasonable attorneys' fees, together with all other costs of such action.

Section 7. Exempt Property. Notwithstanding the foregoing, no assessments, charges or liens shall be assessed with respect to Lots owned by the Developer (except Lots subject to purchase contracts).

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed to secure debt now or hereafter placed upon the Properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a

decree of foreclosures, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 9. Proof of Payment. The Association upon request and payment of a service fee, as determined by the Board, shall furnish any Owner liable for any assessment a certificate in writing signed by an officer of the Association setting forth what assessments, if any, which have been made with respect to said Owner's property and which are unpaid. Such certificate shall be conclusive with respect to the matters certified therein.

ARTICLE VIII **EASEMENTS**

Section 1. Easements for Maintenance and Enforcement. Perpetual non-exclusive easements for ingress and egress over, under, across, in and upon the Properties are hereby declared, created and reserved by Declarant for the benefit and use of itself, the Association or the City of McAllen, as the case may be, their respective successors and assigns, agents and employees, to enter upon the Properties for purposes of performing maintenance obligations pursuant to this Declaration and for purposes of performing maintenance obligations, improvement obligations and any other obligations of Declarant and/or the Association hereunder.

Section 2. Easements for Drainage. Perpetual non-exclusive easements are hereby declared and created to allow surface and sub-surface drainage from those portions of the Properties to run over, onto or into other portions of the Properties as more particularly described in the Plat of Subdivision.

Section 3. Easements – Governmental Authorities. Police, fire, water, health, and other authorized municipal officials, employees, and vehicles shall have the right of ingress and egress to the Properties for performance of official duties.

Section 4. Easements Running with the Land. All easements herein described are easements appurtenant, running with the land; they shall at all times inure to the benefit of and be binding on the undersigned, all its grantees and their respective heirs, legal representatives, successors, and assigns, perpetually in full force and effect.

ARTICLE IX **GENERAL PROVISIONS**

Section 1. 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 Association or the Owner of any Lot subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns. For the initial term of ten (10) years, the covenants and restrictions of this Declaration may be changed or terminated by an instrument signed by a simple majority of the then Owners of all Lots in the Properties (plus Developer, for so long as Developer shall remain the Owner of any Lots), and properly recorded in the appropriate records of Hidalgo County, Texas. Upon the expiration of such initial term, said covenants and restrictions (as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for five (5) successive periods of ten (10) years. During such (10) year extension periods, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than seventy-five percent (75%) of all the Lots or Living Units in the Properties and properly recorded in the appropriate records of Hidalgo County, Texas.

Section 2. Enforcement. The Association, as a common expense to be paid out of any maintenance fund it maintains, or any Owner at his own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments, and all other provisions set out in this Declaration or any Supplemental Declaration. Failure of the Association or of any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

Section 3. Amendments by Declarant. The Declarant shall have and reserves the right from time to time, without the joinder or consent of any other party, to amend this Declaration by instrument writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with any furtherance of the general plan of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or of his mortgagees.

Section 4. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretations, which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 5. Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or in this Declaration should be omitted here from, then it is hereby declared that such omissions were unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Section 6. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 7. Gender and Grammar. The singular, wherever used therein, shall be constructed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

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

IN WITNESS WHEREOF, Developer has executed this Declaration as of this 10th day of March, 2006.

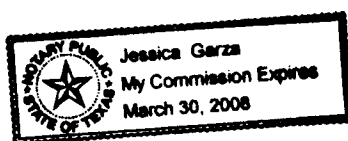
WARE 94 LTD
By: Ware Road 94 LLC (Its General Partner)


KENNETH JOHNSON, MANAGER

ACKNOWLEDGEMENTS:

STATE OF TEXAS §
COUNTY OF HIDALGO §

Before me, the undersigned official, on this day personally appeared KENNETH JOHNSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, as Manager of Ware Road 94, LLC, a Texas Limited Liability Company and the General Partner of WARE 94 LTD, Texas Limited Partnership, on behalf of said entity, for the purposes and consideration therein expressed. Given under my hand and seal of office on this 10th day of March, 2006.



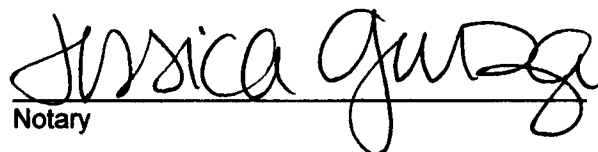

Notary

EXHIBIT "A"
BUILDING GUIDELINES
COUNTRY MEADOWS ESTATES - PHASES I & II RESIDENTIAL CONSTRUCTION
Effective January 1, 2006

This checklist is a minimum list of items that must be clearly delineated on plans submitted, to insure expeditious approval. Plans not in compliance with the checklist will not be placed on the Country Meadows Estates Homeowners' Association (CMEHA) Architectural Control Committee (ACC) agenda. It should be noted that these guidelines are general in nature and variances may be granted. It is intended to be a helpful guide for contemplating the initiation of design work for homes to be built in the community. It will be helpful to remember that this checklist represents minimum standards. All property owners are encouraged to exceed these minimums wherever possible.

Please remember that the General Declaration of Covenants, Conditions & Restrictions is the final source of information on building dwellings at Country Meadows Estates – Phases I & II. It was written to produce homes in the community, which will reflect the Developer's intent and protect homeowners' interest and values, not necessarily to simply set minimum standards to be met as inexpensively and easily as possible.

I. ORIGINAL SUBMISSIONS (NEW CONSTRUCTION) GENERAL

- A. Owner shall sign and attach the form attached hereto along with any submission hereunder.
- B. Owner and/or architect and/or builder are required to attend the meeting at which their plans will be reviewed by the ACC.
- C. Owner's name to appear on plans.
- D. Architect's name, address and phone number to appear on plans.
- E. Final approval of plans will be granted only upon submission of builder's name, address, and telephone number.
- F. Submit four (4) complete 11" X 17" sets of plans for approval to the ACC showing elevations (including existing topography), site plan, roof plan, and foundation plan, with a scale of 1/8" = 1'. Samples of roofing materials, stucco shall be submitted at the same time as plan submission. Landscaping and irrigation plans must also be submitted with the other plans hereunder. Deliver to CMEHA's office located at 10602 N. 10th Street, McAllen, TX 78504. Fully completed submissions received by Thursday 5:00 P.M. will be reviewed at the next scheduled Wednesday meeting, which is held at 6:00 P.M. first Wednesday of each month. Call the ACC chairman for confirmation of scheduled time.
- G. Avoid superficial use of non-indigenous materials and architectural styles. Previous approvals do not set precedents and will not influence the ACC's decision regarding any chosen colors or architectural styles.

SITE PLAN

- A. Scale to be 1/8" = 1' and noted on drawing. Location to be noted by Lot and Block number.
- B. All existing easements to be shown.
- C. For those Lots where height varies by more than 5 feet topographic contours are required on site plan.
- D. Building setbacks to be dimensioned.
- E. All walkways and driveways must be shown, including width dimensions.
- F. Location of A.C. units and utility equipment to be included.
- G. Exterior improvements (pool, Jacuzzis, saunas, fences, etc.) should be submitted with original plans and follow guidelines in their respective sections.
- H. Avoid creating the "walled corridor" effect relative to existing dwellings, fence lines, garage placement, etc.
- I. Landscape plan should be included and shall reflect the required onsite retention as noted on the recorded subdivision plats of Country Meadows Estates – Phases I & II.

FOUNDATION PLAN

- J. Prestressed foundation must be designed by a registered engineer.
- K. Undersides of decks and porches must show screening on the submitted plans.
- L. Builder will verify slab elevation with the City of McAllen.

FLOOR PLANS

Floor plans must include any extra plumbing, electrical and HVAC.

COLOR BOARD

All exterior colors must be submitted for approval at the same time as general plans, including roof tile samples and paint sample chips or charts or bricks. Paint sample chips or charts shall be submitted for stucco and exterior trim.

MISCELLANEOUS

Plans for each required sidewalk, and other desired sidewalk, if any, shall be submitted with the plans hereunder. Plans for communication or TV dish shall be submitted to the ACC for approval.

II. ADDITIONS OR CHANGES TO EXISTING STRUCTURES GENERAL

Submit four (4) complete sets of 11" X 17" plans for approval for any modification of an existing structure which increases the structure's footprint or modifies the exterior appearance. Scale shall be 1/8" = 1'.

RENOVATIONS

Any modification of the interior to an existing structure which does not increase the structure's footprint does not require ACC approval.

III. OTHER IMPROVEMENTS

LANDSCAPING AND IRRIGATION

- A. Scale to be 1/8" = 1' and noted on drawing.
- B. Location by Lot and Block number should be noted on drawing.
- C. Topographic contours should be considered in design and excess water CANNOT run off onto adjoining property.
- D. Plans should show existing structures, walks, drives, pool, etc. and include landscaping as well as irrigation plans.
- E. Existing easements should be noted.
- F. All lots will be required to sod the front yards and a minimum of two, two inch (2") caliper trees in the front yard will be required. Hydro-mulch, plugs, or seeding can only be used in the rear yards.
- G. New plants and existing plants will be identified by common name, plant size and mature size.
- H. New walks, walls, etc., should be identified by material and dimensions including height above finished grade.
- I. Landscape plan shall reflect the requirements of the City of McAllen regarding minimum storm water retention area per lot.
- J. Owner shall attach the form attached hereto along with any submission hereunder.

POOLS

- A. Submit four (4) complete sets of 11" X 17" plans for approval as building permits are required by the City of McAllen.
- B. Scale of drawing shall be 1/8" = 1'.

- C. Plans shall show location of pool equipment and proposed screening of same.
- D. The water containing basin (not necessarily the surrounding slab and walks) shall not encroach on any easement.
- E. For pools containing back-wash filtering systems, drainage of back-wash water must be shown.
- F. Screening of filtration, plump, & heater equipment must be supplied.

FENCES, WALLS

- A. Elevation drawings of proposed fence or wall must be submitted.
- B. For approved wall and trim fence.

Filed for Record in:
Hidalgo County
by Eddy Trevino
County Clerk
On: Mar 10, 2006 at 03:28P
As a Recording
Document Number: 158855
Total Fees 22.100.00
Receipt Number - 748877
By: Anabely Rodriguez, Deputy