

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

Document No: 3452445

Billable Pages: 30

Recorded On: June 01, 2023 12:59 PM

Number of Pages: 31

RESTRICTIONS

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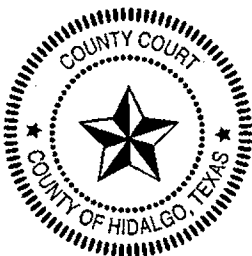
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Document No: 3452445
Receipt No: 20230601000233
Recorded On: June 01, 2023 12:59 PM
Deputy Clerk: Aerial Salazar
Station: CH-1-CC-K01

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
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Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

**FIRST AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LOS LAGOS HOA PHASE VII-A**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HIDALGO

WHEREAS, Los Lagos Development, LLC desires to Amend the Original Declarations filed in Hidalgo County under File No. 3377854.

WHEREAS, Los Lagos Development, LLC, a Texas limited liability company, hereinafter called "Declarant", is the Owner in fee simple of certain real property located in Hidalgo County, Texas, to wit:

SEE EXHIBIT "A" (the "Property") – Los Lagos Phase VII Subdivision - "A". Recorded on August 30, 2022 with the Hidalgo County Clerk's Office, Instrument Number 3375544 "Collectively referred to as the "Property" or the "Subdivision".

WHEREAS, Declarant desires to subject all the above-described property to the protective covenants, conditions, restrictions, liens and charges as hereinafter set forth, pursuant to an established general plan for the improvement and development of said property; and

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

**ARTICLE I
DEFINITIONS**

Section 1. "**Association**" shall mean and refer to LOS LAGOS HOA PHASE VII-A, a non-profit corporation (File Number: 804651925), its successors and assigns or replacements, which will be formed by the Declarant for the purpose of enforcing the covenants, restrictions and agreements set forth herein, and shall be more specifically identified in the Management Certificate prescribed by Texas Property Code Section 209.004.

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

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Los Lagos Phase VII A HOA - Declarations of Covenants, Conditions and Restrictions – Subdivision "A".

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

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

Section 5. **"Common Areas"** shall mean and refer to all real property located within the boundaries of the Subdivisions which are not otherwise located within or in on a part of any lot, as set forth on the plat or map of the Subdivisions as recorded in the Map Records of Hidalgo County, Texas, together with any improvements located thereon, including, but not limited to, the perimeter fence constructed by the Declarant, entry monuments, brick pavers, streets, alleys, gates and all landscaping and area lights provided by the Declarant for the benefit of the Subdivisions.

Section 6. **"Declarant"** shall mean and refer to Los Lagos Development, LLC, a Texas limited liability company, its successors and assigns, in its capacity as the developer of the Subdivision.

Section 7. **"Development Period"** means a period stated in a declaration during which a declarant reserves: (A) a right to facilitate the development, construction, and marketing of the subdivision, (B) a right to direct the size, shape, and composition of the subdivision, (C) a right to amend these declarations and bylaws without approval with the members. This right shall expire on or after the date wherein 100% of the lots made subject to the declarations are conveyed to owners other than the Declarant.

Section 8. **"Lot"** shall mean any of the lots shown on the recorded Subdivision maps encompassing any of the property referred to above with the exception of the Common Areas. No "half" or "partial" lots will be sold.

Section 9. **"Maintenance"** shall mean the exercise of reasonable care to keep buildings, streets, alleys, curbs, gates, fences, sprinklers, fountains, signs, landscaping, lighting, and other related improvements and fixtures, whether enumerated or not, in the Common Areas in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 10. **"Member"** shall mean every person or entity who holds membership in the Association as set out in Article II.

Section 11. **"Member in Good Standing"** shall mean and refer to each member of the Association who (i) is not in default in payment of any assessments levied by the Association in accordance with the terms of the Declaration; (ii) nor in receipt of a notice of default from Declarant or the Association pertaining to any default under the Declaration or any rule or regulation promulgated by the Association, which default remains uncured in the opinion of the Declarant; (iii) nor names as a part in any pending legal action, suit or proceeding involving an

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alleged violation of the Declaration brought by the Declarant, the Association, or any other party with standing to enforce any provision of the Declaration.

Section 12. **"Mortgage"** shall mean a conventional mortgage or a deed of trust.

Section 13. **"Owner"** shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property, and shall include contract sellers, but shall not include holding title merely as security for performance of any obligation.

Section 14. **"Subdivision(s)"** shall mean the subdivided real properties and/or subdivision plats attached as Exhibit "A" (also referred to as Phase VII - Subdivisions "A" or Phase VII-A) hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 15. **"Fairway Lot"** shall mean any of the plots of land shown on the recorded subdivision maps referred to above with the exception of the common area that share a boundary line with golf course fairway.

ARTICLE II **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

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

Section 2. **"Voting Rights"** The number of votes assigned to each Lot is as follows:

(a) So long as Declarant owns any Lot, Declarant is entitled to Five (5) votes for each Lot owned by Declarant; and

(b) Except as provided in Article II, Section 2. (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.

Section 3. **Partial Lot Voting.** Any Owner acquiring additional property or properties immediately adjacent to its initial numbered Lot, as provided in Article I, Section 4, shall not be entitled to additional votes as result of such additional properties, save and except the acquisition of more than fifty percent (50%) of such adjacent Lot, in which case, Owner shall be entitled to one additional vote for said additional property. Any Owner who has sold a minor portion of its Lot, but in any event less than fifty (50%) of its Lot, with prior written approval of the Committee as provided for herein, shall be entitled to a full vote as a result of such ownership.

ARTICLE III
ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES

Section 1. **Place of Member Meetings.** Meetings of the Association will be held at the principal office of the Association or at such other suitable place as may be designated by the Board either in the community or as convenient to the Members as possible and practical.

Section 2. **Annual Meetings of the Members.** The annual meeting of the Association will be held during the month of September of each year on a date, at a time, and at a place designated by the Board. No business will be transacted at the annual meeting except as stated in the annual meeting notice.

Section 3. **Special Meetings of the Members.** Special meetings of the Members may be called at any time by the President of the Board. In addition, it will be the duty of the President to call a special meeting of the Association if so directed by vote of a majority of a quorum of the Board or upon a petition signed by Members representing at least thirty-three and one third (33 1/3%) of the total votes of the Association. When a special meeting is requested by at least thirty-three and one third (33 1/3%) of the Members, the request must include the proposed purpose of the special meeting. When a special meeting of the Members is called by the President, the Board or at least thirty-three and one third (33 1/3%) of the Members, the Board will set the date, time and place of the special meeting. When a special meeting is requested by at least thirty-three and one third (33 1/3%) of the Members: (a) the Board will cause the notice of the special meeting to be given within thirty (30) business days of receipt of the request; (b) the special meeting must be held within sixty (60) days of the date the Board receives the special meeting request. The notice of any special meeting will state the date, time, and place of such meeting and the purpose thereof. No business will be transacted at a special meeting except as stated in the special meeting notice. If the purpose of a special meeting called for by petition of at least thirty-three and one third (33 1/3%) of the Members is unlawful or requests a Member vote on a matter that is in the purview of the Board's authority under the Declaration, these Bylaws or state law, the Board is not required to call the special meeting.

Section 4. **Notice of Member Meetings.** It will be the duty of the Secretary or the Association's management agent, to send to the Owner of each Lot written notice of each annual or special meeting of the Association stating the purpose of the meeting, as well as the time and place where it is to be held. Such written notice will be delivered by: (a) regular mail to Members who have not registered an electronic mail ("e-mail") address with the Association; and (b) by e-mail to Members who have registered an e-mail address with the Association. If agreed upon by both the Board and the Member, the Association may also provide notice in any other method authorized by statute. All meeting notices sent by regular mail will be sent to the Member's address last appearing on the books of the Association. All meeting notices sent by e-mail will be sent to the Member's e-mail address last appearing on the books of the Association. It is the Member's obligation to notify the Association in writing of the Member's current mailing and/or e-mail address. Any change in the Member's mailing address or e-mail address must be provided in writing to the Association's Secretary or to such other party as designated by the Board. For an election or vote to be taken at a meeting of the Members, notice will be served not less than ten

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(10) nor more than sixty (60) days before the meeting. If mailed, the notice of a meeting will be deemed to be delivered when deposited in the United States mail, first class postage pre-paid, addressed to the Member. If sent by e-mail, the notice will be deemed to be delivered when the electronic message is transmitted [See Texas Business and Organizations Code Section 6.051(b)(2)]. The Board may designate the management agent, if any, as the party responsible for sending meeting notices. Notwithstanding any other language in these Bylaws, the Board may, at its discretion, choose to send a meeting notice by regular mail only to all Members.

Section 5. **Waiver of Notice.** Waiver of notice of meeting of the Members will be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, will be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting will also be deemed waiver of notice of all business transacted at such meeting unless objection to the calling or convening of the meeting is raised before the business (of which proper notice was not given) is put to a vote.

Section 6. **Quorum.** Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of at least twenty-five percent (25%) of the total votes of the Members as of the time of the meeting will constitute a quorum at all meetings of the Association. Once quorum is established at a meeting, all properly noticed business may be conducted even if the number of Members present in person or by proxy falls below quorum during the meeting. Notwithstanding any language to the contrary in these Bylaws, the quorum required to approve annual meeting minutes will be the number of Members attending the annual meeting in person and approval of the annual meeting minutes requires the approval of a simple majority of those Members present in person at the annual meeting.

Section 7. **Adjournment of Member Meetings.** If any meeting of the Association cannot be held because a quorum is not present, either in person or by proxy, the presiding officer may adjourn the meeting and reconvene at a time not more than thirty (30) days from the time the original meeting was called. The reconvened meeting may take place on the same date as the originally called meeting. If the date, time and place for reconvening the meeting is fixed by the presiding officer at the time of adjournment, further notice of the time and place for reconvening the meeting is not required to be given to the Members. If the date, time and place for reconvening the meeting is not fixed by the presiding officer at the time of adjournment, notice of the date, time and place for reconvening the meeting will be given to Members in the manner prescribed herein for a first called meeting. At such reconvened meeting, any business which might have been transacted at the meeting originally called may be transacted without further notice provided that: (a) at least five percent (5%) of the total votes of the Members as of the date of the meeting is present in person and/or by proxy; and, (ii) with the exception of the election of Directors (See Article III, Section 4), any action taken must be approved by at least a majority of the Members present, in person and/or by proxy, at such reconvened meeting, unless otherwise provided in these Bylaws or in the Declaration.

Section 8. **Meeting Agenda.** The Board will set the agenda for all meetings of the Members.

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Section 9. **Voting.** The voting rights of the Members will be as set forth in the Declaration; provided that, all Members will have the right to vote in the election of Directors/Board Members. Except as otherwise provided in these Bylaws, Members may vote in person or by mail or, upon approval by the Board, by any other method allowed by statute or these Bylaws. Each Member is entitled to one vote for each Lot owned by the Member. Voting of Lots, single, multiple, or fractional, shall be in accordance with the Declaration.

Section 10. **Required Vote.** The approval of a simple majority of the votes entitled to be cast by the Members present, in person or by mail, at a meeting at which a quorum is present will be the act of the meeting of Members, unless otherwise provided by statute or by these Bylaws or by the Declaration.

Section 11. **Absentee Ballots.** An absentee ballot can be used in any election or other Association wide vote. When absentee ballots are authorized by the Board for an Association wide vote, said ballots will be prepared and mailed to the Members at least twenty (20) days before the latest date on which a ballot may be submitted to be counted. Completed ballots will be returned to the Association in accordance with the instructions contained on the ballot. Per Texas Property Code Section 209.00592 (or its successor statute), an absentee ballot will be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot. The Board may authorize voting in the election of Directors by absentee ballot in addition to any other voting method authorized by the Board for the election of Directors. Notwithstanding any other language in these Bylaws, if the Board authorizes the use of absentee ballots, the Association is not required to provide any other method of voting to the Members [See Texas Property Code Section 209.00592(a-1)]. Notwithstanding any other language in these Bylaws, if the election for the Board is conducted solely by absentee ballots: (a) no quorum is necessary for the election of Directors; (b) the candidate(s) receiving the most votes will be elected to the open position(s); and (c) proxy voting will not be allowed.

Section 12. **Tabulation of Ballots.** All ballots for an Association election or vote will be tabulated in accordance with Section 209.00594 of the Texas Property Code (or its successor statute). The Board may designate the Association's management agent to oversee the tabulation of ballots. Per Texas Property Code Section 209.00594(b-1) (or its successor statute), a person who tabulates votes may not disclose to any other person how an individual voted.

Section 13. **Proxies.** All proxies will be in writing and filed with the Secretary at or before any meeting at which the proxies will be utilized. Every proxy will be revocable and will automatically cease upon (i) conveyance by the Member of the Member's interest in a Lot; (ii) receipt of notice by the Secretary of the death or judicially declared incompetence of a Member; (iii) receipt of written revocation; or, (iv) expiration of eleven (11) months from the date of the proxy. In the event a Member executes more than one (1) proxy, the proxy with the most current date will be valid. If a Member executes more than one (1) proxy and none of the proxies are dated, all proxies submitted by that Owner will be invalid. The Board may announce at any meeting at which proxies are to be utilized a deadline for accepting proxies. Proxies not delivered prior to the announced deadline, if any, will not be valid. Only the proxy approved by the Board and distributed by the

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Association will be valid at any meeting of the Members. The Board may also allow proxies to be filed with or delivered to the Association's management agent. A Member may only appoint either another Member or the Member's spouse as the Member's proxy holder and proxies may be voted only by another Member of the Association or a Member's spouse.

Section 14. **Conduct of Meetings.** The President will preside over all meetings of the Association and the Secretary, or another person designated by the Board, will keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. The Board, with the approval of the President, may designate the Association's management agent to preside at meetings and/or keep meeting minutes. If the President is unable or unwilling to preside at a meeting, the Board may designate another member of the Board or the Association's management agent to preside at a meeting.

Section 15. **Action Without a Meeting.** To the extent allowed by applicable law, any action which may be taken or is required to be taken at a meeting of the Association may be taken without a meeting if written consent is signed by Members holding the number of votes necessary to approve the action at a meeting. The written consent must (a) set forth the action to be taken and (b) be executed by the required number of Members as of the effective date set forth in the written consent. Any written consent adopted in accordance with this section will have the same force and effect as a unanimous vote of the Members.

Section 16. **Meeting Rules and Regulations.** The Board may, with approval of membership, in its sole and absolute discretion, adopt rules and regulations regarding how meetings of the Members will be conducted.

ARTICLE IV **ASSESSMENTS**

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

Section 2. **"Purpose of Annual Assessments"** The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the

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residents in the Subdivision, and for the improvements, security, preservation, operation and Maintenance of the Common Areas and/or of improvements situated within same or within the control of the Association. Annual assessments may include, and the Association shall acquire the pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and/or repair of the Common Areas to the extent not performed by a governmental authority or an Owner.
- (b) Maintenance and repair of all structures in the Common Areas and property specific amenities, including, but not limited to, gym, swimming pool, basketball courts, tennis courts.
- (c) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Areas.
- (d) Acquisition of furnishings and equipment for the Common Areas as may be determined by the Association.
- (e) Maintenance and repair of all structures in the Common Areas, including, but not limited to, gates, fences, sprinkler systems, street lighting and subdivision signs within the confines of the Subdivision and/or any Maintenance and repair required by the City of Edinburg.
- (f) Fire insurance, if obtainable, covering the full insurable replacement value of the improvements in the Common Areas with extended coverage.
- (g) Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Common Areas. The policy limits shall be set by the Association and shall be reviewed at least annually and increased or decreased in the reasonable direction of the Association.
- (h) Upon Declarant no longer owning any lots in the association, a standard fidelity bond covering all Officers of the Association, Members of the Board of Directors, and all other employees of the Association in an amount to be determined by the Association.
- (i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the Association for the operation of the Common Areas, for the benefit of Lot Owners, or for the enforcement of these restrictions.

- (j) In addition to the maintenance of the Common Areas, the Association may provide exterior maintenance on each Lot as follows. In the event an Owner of any Lot, its family, guests, invitees, agents or other persons using the Lot, shall fail to maintain the premises and the improvements situated thereon in a reasonably neat and orderly manner, the Association, Declarant or the Committee shall have the right, through their agents and employees, to enter upon said Lot and repair, maintain and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner, and such expense of Maintenance or repair shall be added to and become part of the assessment to which said Lot is subject to.
- (k) Maintenance and repair of all structures or improvements, formerly within the Common Areas, if any, and which may be situated in an area dedicated and/or transferred to the public use in the future, as set forth in Article IV, Section 1(b), for which the Association reserved the right to continue the operation and concurrently has the obligation to maintain the repair.

Section 3. "Fixing of and Maximum Annual Assessments"

- (a) Until further notice, the maximum annual assessment shall be Nine Hundred and Fifty Dollars (\$950.00).
- (b) Commencing with January 1, 2022, and continuing thereafter, all assessments shall be fixed by the Association in advance and shall be due and payable on January 1st of each calendar year, after giving due consideration to the anticipated cost of all Common Areas Maintenance obligations, and other costs of operations for the Association. The Association shall have the right to collect such assessment in advance on either an annual, monthly or quarterly basis. If at any time the Association determines that the assessments for that fiscal year are insufficient to discharge all assessments to be incurred or payable during that assessment year by the Association, the Association may increase the assessments to cover such costs (incurred or to be incurred), and such increase shall become effective at the beginning of the next annual or quarterly assessment period. If required, assessments shall be prorated for the period from the commencement thereof to the end of the then current calendar year of the Association.
- (c) From and after January 1, 2022, the maximum annual assessment may be increased each year not more than fifty percent (50%) above the maximum annual assessment for the previous year unless approved by a Majority Vote of the Board of Directors as defined in the Bylaws.
- (d) The Association may fix the annual assessment at an amount not in excess of the maximum prescribed herein.

Section 4. **"Special Assessments for Capital Improvements and other Expenses"** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement (including, but not limited to lighting and/or utilities) on the Common Areas, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of the Board of Directors.

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

Section 6. **"Uniform Rate of Assessment"** Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. **"Commencement and Collection of Annual Assessment"** The annual assessment provided therein shall commence as to all Lots upon recording of the Subdivision plat. The first assessment shall be adjusted according to the number of months remaining in the calendar year. The Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. **Assessments will be payable annually.** Notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association or the Association management company, setting forth whether the assessment against a specific Lot has been paid, and may, on or before February 15, of each year, cause to be recorded in the office of the County Clerk of Hidalgo County, a list of delinquent assessments as of that date.

Declarant is hereby exempted from any and all annual and/or special assessments. No Lot owned by Declarant shall be assessed nor shall Declarant be liable for any assessment described herein.

Section 8. **"Effect of Non-Payment of Assessments, Remedies of the Association"** Any assessment not paid within forty-five (45) days after the due date shall be deemed in default and shall bear interest at the maximum rate permitted by law from the due date until paid. The Association may bring an action of law against the Owner personally obligated to pay the same or may foreclose the lien against the property. The lien may be foreclosed through judicial or, to the extent allowed by law, non-judicial foreclosure proceedings in accordance Tex. Prop. Code Ann. Section 51.002, as it may be amended from time to time (the "Foreclosure Statute"), in like manner

of any deed of trust on real property. In connection with the lien created herein, each Owner grants the Association, whether expressed in the deed or other conveyance to the Owner, a power of sale to be exercised in accordance with the Foreclosure Statute. At any foreclosure proceeding, any person, including but not limited to the Association and any Owner, shall have the right to bid for the Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a tract is owned by the Association following foreclosure, no assessment shall be levied on it. Suit to recover a money judgement for unpaid assessments and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

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

Section 9. **"Resale Certificate and/or Transfer Fee"**: (a) Until further notice, the maximum fee shall be two hundred and seventy-five dollars (\$275.00).

Section 10. **"Subordination of Assessment Lien to Mortgage"** The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Where the beneficiary of a first lien deed of trust obtains title pursuant to judicial or non-judicial foreclosure, neither it nor its successors and assigns shall be liable for the Assessments chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of Assessments shall be deemed to be common expenses collectible as a common expense from the remaining Members of the Association (including such acquirer, its successors and assigns).

ARTICLE V **OFFICERS**

Section 1. **Officers/Directors of the Board**. The officers of the Association will be the President, Vice President, Secretary, Treasurer, and Director. All officers/Directors must be a Member of the Association. The Board may select, appoint and/or remove such other officers as it shall deem appropriate, such officers to have the authority to perform the duties prescribed by these Bylaws and/or the duties prescribed from time to time by the Board.

Section 2. **Election Term of Office and Vacancies**. The officers of the Association will be elected annually by the Board at the first meeting of the Board held after the annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board, to serve only the unexpired term.

Section 3. **Removal**. Any Board member may be removed, with cause, by a majority vote of the Board, at a duly called meeting of the Board, at which a quorum is present, whenever in its judgment the best interests of the Association will be served thereby. The Board may fill any

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vacant officer position in the open session of a properly noticed Board meeting, until the next Annual meeting.

Section 4. **Powers and Duties.** The officers of the Association will each have the powers and duties generally described below as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. Notwithstanding any language in this Section 4, the Board may, with or without cause, assign an officer's duties to another officer, office staff or managing agent in its sole or absolute discretion.

- (a) President: The President, subject to the control of the Board, shall be in general charge of the affairs of the Association in the ordinary course of its business; he/she shall prepare the agenda for all meetings of the Board; he/she shall preside at all meetings of the members and of the Board; he/she may make, sign and execute any deeds, conveyances, assignments, bonds, contracts and other obligations and any and all other instruments and papers of any kind or character in the name of the Association; and he/she shall do and perform such other duties as may from time to time be assigned to him by the Board.
- (b) Vice President: The Vice President shall act in the place and stead of the President in the event of his/her absence or inability to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.
- (c) Treasurer: The Treasurer shall have custody of all the funds and securities of the Association which come into his/her hands. When necessary and proper he/she may endorse, on behalf of the Association, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Association in such bank or banks or depositories as shall be designated in the manner described by the Board; he/she may sign all receipts and vouchers for payments made to the Association, either alone or jointly with such officer or agent as is designated by the Board; wherever required by the Board, he shall render a statement of the books and accounts to any Director of the Association during business hours; cause a report of the Association's books to be made by a public accountant at the completion of each fiscal year for the purpose of filing Association taxes with the IRS; shall perform all acts incident to the position of Treasurer and subject to the control of the Board, give such bond for the faithful discharge of his/her duties in such form as the Board may require. The Board is not obligated to require that the Treasurer post a bond. The Assistant Treasurer shall assist the Treasurer as necessary.
- (d) Secretary: The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Members in books provided for that purpose; he/she shall attend to the giving and serving of all notices; he/she may sign with the President or Vice President in the name of the Association all contracts, conveyances, transfers, assignments, authorizations and other instruments of the Association. He/she shall have charge of and maintain and keep such books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon request at the office of the Association during business hours, and he/she shall in general perform all the duties

incident to the office of Secretary subject to the control of the Board. The Assistant Secretary shall assist the Secretary as necessary.

Section 5. **Resignation of an Officer.** Any officer or Board Member may resign his or her office at any time by giving written notice (including e-mail notice) to the Board, the President, the Secretary or the Association's management agent. Such resignation will take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective. If a Director orally resigns his or her office and then refuses to give written notice of resignation after being requested to do so in writing (including an e-mail request), the Board may note the resignation in the minutes of the next Board meeting at which time such oral resignation will be effective.

Section 6. **Agreements, Contracts, Deeds, Leases, Etc.** All agreements, contracts, deeds, leases, and other instruments of the Association will be executed by at least one (1) officer designated by the Board or by such other person or persons as may be designated by resolution of the Board.

ARTICLE VI **COMMITTEES**

The Board is authorized to form committees as it deems necessary or as required by the Declaration. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a Board meeting at which a quorum is present. Such committees will perform such duties and have such powers as directed by the Board. The size of each committee will be in the sole and absolute discretion of the Board. The Board has the authority to appoint and remove committee members, at any time with or without cause, in its sole discretion. The Board may, but is not required to, adopt committee rules or a committee charter for any committee formed under these Bylaws which rules or charter may describe, among other things, the function of the committee and the rules under which the committee will operate.

ARTICLE VII. **PROPERTY RIGHTS**

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

- (a) The right to suspend the voting rights of any Owner for periods during which assessments against his Lot remain unpaid, and the right, after hearing by the Association, to suspend such rights for a period not exceeding three hundred sixty-five (365) days for any infraction of the published rules and regulations of the Association.
- (b) The right to dedicate or transfer all or any part of the Common Areas, including any improvements, to any municipality, public agency, authority, or utility for such

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purposes and subject to such condition as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument executed by a Majority Vote of the Members, as defined in the Bylaws, agreeing to such dedication or transfer has been duly recorded.

Section 2. **"Delegation of Use"** Subject to such limitations as may be imposed by the Bylaws, each Owner may delegate his right of enjoyment in and to the Common Areas and facilities to the Members of his family, his guests, tenants, and invitees.

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

Section 4. **"Other Easements"**

- (a) Easements for installation and Maintenance of utilities and drainage facilities are shown on the recorded Subdivision map. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and Maintenance of utilities, or which may damage, interfere with or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of such Lot, except for improvements for Maintenance of which a public authority or utility company is responsible.
- (b) No dwelling unit or other structure of any kind shall be built, or maintained on any such easement, reservation, or right of way, and such easement, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposed for which such easements, reservations, and rights of way are reserved.
- (c) There shall exist appurtenant easement of access to all Lots, within the Subdivision to the City of Edinburg for the use of city personnel and equipment on city business.

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

Section 6. **"No Partition"** There shall be no judicial partition of the Common Areas, nor shall Declarant, or any Owner or any other person acquiring any interest in the Subdivision or any part thereof, seek judicial partition thereof.

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

ARTICLE VIII **USE RESTRICTIONS**

Section 1. **"Residential Use"** All Lots, and each and every one thereof, are for single-family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium or doctor's office, or other multiple-family dwelling shall be erected, placed, permitted or maintained on such premises, or on any part thereof, save and except the business of the Declarant and the transferees of the Declarant in developing all of the Lots as provided in Section 22 below. No improvement or structure, other than a top quality private dwelling house, patio walls, swimming pool, garage, or servants' quarters may be erected, altered, placed, maintained or permitted to remain on any Lot in the Subdivision, without the express written consent of the Committee. The preceding sentence shall in no way be read to supersede or replace the requirements of Article VIII of this Declaration but shall in addition to the requirements of Article VIII of this Declaration. Additionally, it is specifically declared that no portable buildings or sheds shall be erected or placed on any Lot without the express written consent of the Committee.

Section 2. **"Construction Specifications"** The Construction specifications for all residences constructed on any Lot are as follows:

- (a) **Living Area.** Any residence constructed on said Lots must be not less than One thousand six hundred (1,600) square feet, exclusive of open or screened porches, terraces, patios, driveways, and garages. Any two-story residence constructed on the Lots must have a ground floor of a minimum of One thousand six hundred (1,600) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports and garages. The exterior walls of any residence shall consist of stucco, stone or brick construction unless the unanimous consent of the Committee is obtained.

- (b) **Non-Living Area.** Any residence constructed on said lots must have a front covered porch of not less than One Hundred (100) square feet.
- (c) **Exterior.** The exterior walls shall of each residence shall consist of Stucco or Brick veneer construction. When stucco is used, it must be simple, sand finished surface and warm in color which must blend with other homes in the Subdivision. When brick is used, it must blend with other homes in the Subdivision. A minimum of Eighty (80) square feet of decorative stone. When using Brick the only decorative stone allowed will be limestone in any of its forms, unless the ACC approves otherwise. All requests must be made in writing and accepted in writing by ACC.
- (d) **Fence.** All residences must have a fence when home is complete and inhabited by owners or structure is used as a model home by builder/owner. All fences must be horizontal and of cedar wood material.
- (e) **Easements and other matters.** The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated herein by reference,
- (f) **Roof.** The roof shall be constructed of 30-year warranty composition, cement tile or clay tile only. Flat roofs are acceptable. However, sloped roofs must have a minimum slope of 3:12 and a maximum of 8:12 unless approved by Declarant and/or Association. All roofs with clay or cement are to be pitched at 9:12. The plate, as used in the construction must be at least nine (9') feet in height. No structure higher than two stories shall be constructed on the Lots, and also, no underground structure such as basements, wine cellar, below ground level living quarters. No evaporative cooler or air conditioner shall be placed, installed or maintained on the roof or wall of any building or structure. All coolers and air conditioning units shall be concealed. Construction shall only take place between 7 a.m. and 7p.m.
- (g) **Plate.** The plate, as used in the construction industry, of each structure must be at least 9 feet in height.
- (h) **Air Conditioner.** No evaporative cooler or air conditioner shall be placed, installed, or maintained on the roof or wall of any building or structure. All coolers and air conditioning units shall be concealed and in the back or side of the residence.
- (i) **Burglar Bars.** No burglar bars shall be permitted on doors or windows.
- (j) **Septic Tanks.** No privy, cesspool or septic tank shall be places or maintained on the Property.
- (k) **Clothes Lines.** No clothing or other materials shall be aired or dried within the boundaries of the Property except in an enclosed structure not visible from any public or private street or alley.

- (l) **Construction Time.** Construction time for any improvement upon a Lot, from beginning of construction activities to final completion, shall not exceed One Hundred and Eighty (180) days. Commencement is deemed to be the date on which the foundation is poured. If there are improvements that take more than 180 days to complete, the Owner may be assessed a fee by the association on a daily rate until the improvements are complete.

Section 3. **"Setbacks"** All buildings and structures must be constructed, placed and maintained in conformity with the setback lines described in the Subdivision maps. All residences constructed in the Subdivision shall face in the same direction as the rest of the residences on the same side of the street. Residences on corner Lots shall face the street which fronts the narrower side of the Lot.

Section 4. **"Consolidation and Partial Lots"** None of said Lots shall be re-subdivided in any fashion, except that any person owning two (2) or more adjoining Lots may consolidate such Lots into a single building site, with the privilege of constructing improvements. However, any sale of a portion or both portions of a consolidated Lot must be approved by a unanimous vote of the Committee, and then only if said remaining portion is to be utilized by the adjoining Lot Owner to augment both larger properties (i.e., one on each side of the property being purchased in fractions).

Section 5. **"Easements"** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Subdivision Plats. No utility company, water district, political subdivision, or other authorized entity using the easement herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to shrubbery, trees or flowers, or to other property of the Owners situated within any such easements.

Section 6. **"Noxious or Offensive Activities Prohibited"** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, save and except Section 22 below.

Section 7. **"Occupancy"** No private dwelling house erected upon any Lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being full completed, except as herein required. No shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein and all other covenants, conditions, reservations and restrictions herein set forth. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home or other temporary structure shall be placed or erected upon any Lot either permanently or temporarily. Rental of any servants' quarters is prohibited, the occupancy hereof being limited to either guests or servants of the Owner of said Lot, save and except Section 22 below.

Section 8. **"Signs"** No signs or any character shall be allowed on any Lot except one sign of not more than six (6) square feet, advertising the property for sale or rent; provided, however, that Declarant shall have the right, during the construction and sale period, to construct and maintain such facilities as may be reasonably necessary for such construction and sale, including signs and storage areas, but not including a temporary residence or office, save and except Section 22 below. Additionally, builders may display banners, streamers, signs and flags for marketing purposes on "model homes" for 90 days after such "model homes" are complete. See Section 23 below. Additionally, Declarant may, at its sole discretion, market and advertise their lots.

Section 9. **"Garbage Tanks, Equipment, etc."** No Lot shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All equipment for the storage and disposal of such materials shall be kept in a clean sanitary condition. No elevated tanks of any kind shall be erected, placed or permitted on any part of such premises. All garbage cans, equipment, coolers, wood piles or storage piles shall be walled or fenced in to conceal them from the view of the neighboring Lots roads or streets. Plans for all enclosures of this nature must be approved by the Committee prior to construction, save and except Section 22 below. Additionally, garbage dumpsters must be maintained at construction sites in locations approved by the Committee.

Section 10. **"Animals"** No animals, livestock or poultry of any kinds shall be raised, bred or kept on any Lots, except that no more than two (2) dogs and two (2) cats (4) or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No Pit bulls or Rottweilers are allowed on the property. All animals outside the fenced area of the home shall be leashed at all times.

Section 11. **"Fences, Walls, Hedges and Utility Meters"** Fences, walls and hedges must be approved by the Architectural Control Committee in every respect, including size, color, type, style finish, character, material and location. No fence, wall, or hedge shall be placed or permitted to remain on any Lot nearer to the street or streets adjoining such lot than is permitted for the main residence on such Lots.

Front: All fences on the front of a Lot shall be out of stucco that matches the finish and color of the residence on such Lot. Minimum six (6') feet and maximum seven (7') feet. The seven (7') foot stucco fence can be capped with the proper capping of no more than six (6") inches in height, with metal (aluminum, wrought iron) door. All fences and walls must be approved in advance by the Committee.

Sides: All fences on the sides of a Lot shall be constructed Horizontally of cedar or treated pine and shall be of six (6") or eight (8") inch boards, with a minimum height of five (5') feet and maximum six (6') feet with tops lipped of no more two (2") inches in height.

Back:

*Regular Lots (Interior): All fences on the sides of a Lot shall be constructed Horizontally of cedar or treated pine and shall be of six (6") or eight (8") inch boards, with a

minimum height of five (5') feet and maximum six (6') feet with tops lipped of no more two (2") inches in height

* Fairway Lots): All fences shall be constructed of black shiny/glossy metal (aluminum, wrought iron) with minimum of four (4') feet and maximum of six (6') feet; however, all fences shall be approved in writing by the committee before construction of fence can take place.

Section 12. **"Trucks, Buses and Trailer"** No trucks larger than three-quarters of a ton, motor vehicles not currently licensed, boats, trailers, campers, construction trucks, motor or mobile homes or other vehicles shall be permitted to be parked on any Lot, except in a closed garage, or on any street for a period not to exceed twelve (12) hours in any twenty-four (24) hour period. This restriction shall not apply to automobiles or small non-commercial passenger trucks in operable condition and regular usage, provided that any such vehicles are parked on an improved driveway and no on the street in front of a Lot for a period not to exceed twelve (12) hours in any twenty-four (24) hour period. No vehicle shall ever be permitted to be parked on the front or side lawn within view of the public. No vehicles shall ever be permitted to park on a driveway at a point where the vehicle obstructs pedestrians from use of a sidewalk.

Section 13. **"Sidewalks"** Builders of any homes in this Subdivision will be required to construct a sidewalk in compliance with the City of Edinburg specifications at the front of each Lot the entire width of the Lot.

Section 14. **"Prohibited Activities"** No professional, business or commercial activity to which the general public is invited shall be conducted on any Lot.

Section 15. **"Utility Lines and Antennas"** All electrical service and telephone lines shall be placed underground. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any homesite, which is visible from any street, or other Lot unless its impossible to receive signals from said location; in that event, the receiving device may be placed in a visible location as approved by the Committee. This restriction may be waived by the Committee. Any waiver of these restrictions shall not constitute a waiver as to other Lots, lines or antennas. The Declarant by promulgating this section is not attempting to violate the Telecommunications Act of 1996 (the "Act"), as same may be amended from time to time. This section shall be interpreted to be as restrictive as possible while not violating the Act.

Section 16. **"Garage"** No garage or other outbuilding for less than two (2) cars shall be placed, erected or maintained upon any part of such premises, except for the use in connection with a residence already constructed or under construction at time that such garage or other outbuilding is placed or erected upon the Lot. Nothing herein shall be construed to prevent the incorporation and construction of a garage as a part of such dwelling house. All garages must be side entry.

Section 17. **"Residential Landscaping & Yards"**. Each lot shall be seeded or sodded for a grass lawn. Because of close proximity to the golf course all Lots must be planted

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with Tifway 419 grass or similar type grass as approved by the Architectural Control Committee. Every lot shall have a functioning sprinkler system installed to insure proper watering and a neat and orderly appearance. If any owner has not begun construction, the owner shall cut grass and maintain the lot properly. The type of sprinkler system and grass shall be determined by the Committee. Each Owner shall maintain grass, trees and shrubbery and keep them disease free and healthy, and if any such trees either die or become diseased or of unhealthy appearance they shall be removed and new trees shall be planted in their place. The cost of all grass, trees and shrubbery shall be paid for by the respective Owner.

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

The owners are required to cut the grass with a Dust Blocker bag and/or similar equipment allows for easy cleanup or composting while reducing in-air dust and debris.

Section 18. **"Vehicle Maintenance"** No maintenance shall be allowed on any type of motorize vehicle on the street.

Section 19. **"Driveways"** Driveways must be constructed of concrete.

Section 20. **"Mailboxes"** Mailbox clusters will be in place. Declarant shall donate Common Lot A to the HOA; the HOA, for their part, will be responsible for the costs, installation, maintenance and upkeep of the mailboxes, including their installation in a central location for the benefit of the Owners.

Section 21. **"Insurance"** Nothing shall be done or kept on a Lot or on the Common Areas which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on his Lot or the Common Areas which would result in the cancellation of insurance of any residence or on any part of the Common Areas, or which would be in violation of any law.

Section 22. **"Oil Drilling"**. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted in or on the Lot, nor shall oil wells, tank, tunnels, mineral excavations or shafts be permitted upon or in any part of the Lot. No derrick or other structure designed for the use in quarrying or boring for oil, natural gas, or other mineral shall be erected, maintained or permitted on the Lot.

Section 23. Adjacent Golf Course. Each Owner acknowledges that the Lots are located within close proximity or immediately adjacent to Los Lagos Golf Club (the "Golf Course"). Accordingly, each Owner agrees to the following:

(a) Each Owner understands that although owning a residence adjacent to or in close proximity to the Golf Course may be desirable to some, such location may be subject Owners' residence, its occupants, guests, invitees and licensees to the risk or injury from events and activities inherent in the maintenance and use of the Golf Course, including , but not limited to: (1) the flight and impact of errant golf balls; (2) possible entry of golfer onto Owner's patio and/or yard areas to retrieve errant golf balls; (3) golf course maintenance operation (e.g. pruning, mowing grass, replanting, fertilizing, and the use of loud machinery) which might be conducted during early morning or late afternoon hours; (4) bright lighting and loss of privacy; and (5) obstructed views of the Golf Course as the Gold Course matures and if the Golf Course owner elects to erect screens, fences, or additional landscaping on the Golf Course property.

(b) Each Owner further acknowledges and understands that the Golf Course will be irrigated with reclaimed or treated wastewater. Reclaimed water is not approved for drinking purposes and its use is solely for irrigation purposes. The standards for reclaimed water and its suitability or irrigation purposes are determined by applicable governmental agencies, which standards may vary from time to time. Owners are advised that Lots adjacent to the Golf Course may be subject to overspray from the Golf Course's irrigation systems. Owner understand that such lots, landscaping, fencing, or other yard improvements, and nay personal property or improvements located thereon may be adversely affected by such overspray.

(c) Owners further acknowledge and understand that the maintenance of the Golf Course will require the use of pesticides, herbicides and fertilizers and may be temporarily cause unpleasant odors, create a hazardous condition or have an adverse impact on landscaping and other improvement on the Lots.

(d) Owners further acknowledge and understand the Golf Course is not owned or controlled by Declarant or the Association and it may cease being used as a golf course and is subject to future development; accordingly, the zoning and use of the golf course property is subject to change, and therefore future development or the continued use of such property as a golf course cannot be predicted with accuracy.

(e) Owners agree that the Association, the Declarant, the Developer its subsidiaries, parent or affiliated companies, its officers, directors, agents, representatives and employees (collectively, the "Parties") shall not be liable for any cost, expense, loss, damage, injury (including death), or claim or any kind or character, including but not limited to, cause of action for negligence, nuisance, trespass, assault or battery, to any person or property arising from or related to the Golf Course and Owners fully and unconditionally indemnify and hold harmless the Parties from any claims or injury,

fatality, property damage or loss resulting or relating to the Golf Course, it being understood that the risk of loss and injury is not placed upon or assumed by the Parties.

OWNERS AGREE TO INDEMNIFY AND HOLD HARMLESS THAT PARTIES FROM ANY AND ALL DAMAGES, CLAIMS OR LOSSES, INCLUDING ATTORNEYS FEES AND PERSONAL INJURIES, PROPERTY DAMAGE OR IT IS THE EXPRESS INTENTION OF THE OWNERS THAT THE INDEMNITY PROVIDED FOR HEREIN INCLUDES INDEMNITY BY OWNERS TO INDEMNIFY AND PROTECT THAT PARTIES FROM THE CONSEQUENCES OF BUYER'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLD OR CONCURRING CAUSE OF BODILY INJURY, SICKNESS, DISEASE, PROPERTY DAMAGE OR DEATH.

Owners have read and understand the foregoing provision related to the Golf Course. Each owner acknowledges that their decision to purchase a residence in the Development and by acceptance of title to a Lot each Owner expressly acknowledges the inherent risks commonly understood in owning property adjacent to the Golf Course and willfully accepts the covenants, conditions, restrictions, rights, limitation, responsibilities and indemnities set forth in this Declaration.

Section 24. **"Construction Within One Year."** Any construction of any Improvement, structure, and/or building which is commenced on any Lot must be completed on or before **THREE HUNDRED SIXTY FIVE (365) DAYS** after the commencement of same. [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 includes the following:

- (a) All exterior construction of the residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot;
- (b) All interior construction, including, but not limited to, having all:
 - (1) Electrical outlets in place and functional.
 - (2) Plumbing fixtures installed and operational.
 - (3) Cabinet work completed,
 - (4) Interior walls, ceilings and doors completed and covered by paint, wallpaper, paneling or the like; and.
 - (5) Floors covered by wood, carpet, tile or other similar floor covering.

Any request for a time extension must be submitted to the Declarant or the Architectural Control Committee (if the developmental period has expired) in writing 30 days before the expiration of the **(365) day** period mention above. This is section is to preserve the property value of the community and to protect the aesthetic integrity of the Development.

All undeveloped or vacant lots are subject to a \$35 fee per month until the homeowner start construction.

Section 25. **"Declarant's Special Rights"** Declarant or the transferees of Declarant shall undertake the work of developing all Lots included with the Subdivisions. The completion of that work and the sale, rental, or other disposition of Lots is essential to the establishment and welfare of the Subdivisions as an ongoing residential community. In order that such work may be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or constructed to:

- (a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the Subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work.
- (b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or part of the Subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of Lots by sale, lease or otherwise;
- (c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the Subdivision property owned or controlled by Declarant or Declarant's transferees or their representative, the business of completing such work, of establishing the Subdivision as a residential community, and of disposing of Lots by sale, lease or otherwise; or
- (d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of Subdivision Lots.

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

Section 26. **Development Period.** Declarant reserves the right to make amendments to this Declaration. The Development Period begins on the date which this Declaration is file of record, and ends on January 1, 2032 or on or before 120 days after the date 75 percent of the lots may be created and made subject to the declarations are conveyed to owners other than the declarant or a builder in the business of constructing home. This reservation is made so that Declarant can facilitate the development, construction, and marketing of the Subdivision; and to direct the size, shape, and composition of the development.

ARTICLE IX
OWNER'S OBLIGATION TO REPAIR

Each Owner shall, at its sole cost and expense, repair its residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction expecting only normal wear and tear.

ARTICLE X
OWNER'S OBLIGATION TO REBUILD

If all or any portion of a residence is 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 residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within fourteen (14) months after damage occurs, unless prevented by cause beyond the control of the Owner or Owners. All plans for rebuilding must be approved by the Committee.

ARTICLE XI
ARCHITECTURAL CONTROL

Section 1. **"Architectural Control Committee"** Declarant shall designate and appoint the initial Architectural Control Committee ("Committee") consisting of one (1) adult person (at the sole discretion of Declarant), which Committee shall serve until construction of a residence has been completed on every Lot in the Subdivision. If any Member becomes unable or unwilling to continue to serve during such term, Declarant, its successor or assigns, shall appoint a successor to finish the respective term. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. After construction has commenced or been completed on every Lot in the Subdivision, the duties, rights, powers and authority of the Committee shall automatically transfer, without any further formality, to the Association. Further, any or all the duties, rights, powers and authority of the Committee may be assigned at any time, upon the unanimous decision of the Committee, to the Association. From and after the date of such assignment, the Association shall have full right, authority and power, and shall be obligated to perform the functions of the Committee as provided herein.

Section 2. **"Function"** No fence, dwelling, garage or building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plat showing the exact location of the structure on the Lots has been approved in writing by the Committee as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Colors and types of brick, roof,

trim, roofing materials, front doors, fences, etc. will be reviewed by and must be approved by Committee.

Section 3. **"Powers"** The Committee shall have and exercise such powers and rights provided for in and consistent with the provisions of this Declaration. The designated representative's power may be revoked by a written communication to all Lot owners. The Committee may develop an architectural standards guideline and plan to assist the Owners in designing and constructing their residence.

Section 4. **"Approval of Plans and Specification"** No building, landscaping, fence, wall, road, driveway or other structure shall be commenced, erected, altered or maintained upon the Lots, nor shall any exterior addition to, or change or alteration therein, be made, except as set forth below, until samples of the masonry, exterior paint and roofing materials, and the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Committee as to quality of workmanship and material, the harmony of external design with existing structures and location of such improvements in relation the surrounding structures and topography. The Committee must be provided with a full-size set of plans and specifications along with an 8 ½ X 11 set. The full-size set of plans will be returned to Owner upon approval of the Committee and stamped as such so that Owner may obtain a building permit from the City of Edinburg.

The Committee may, but is not obligated to, provide Owners with a list of required or acceptable (as the case may be) materials, colors, designs and suppliers that may be used in the construction of improvements on the Lots to assist the Owners in finalizing their plans and specifications. The existence of such a list does not override the obligation of an Owner to obtain advance approval of the Committee prior to construction.

Section 5. **"Failure of Committee to Act"** In the event that any plans and specification are submitted to the Committee as provided herein, and a written receipt of delivery is obtained, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

Section 6. **"Failure to Comply"** Failure to comply with Section 4 herein shall submit the respective Lot Owner to injunctive relief and/or damages, pursuant to Article II, Section 3. The defendant Lot Owner shall pay all costs of court and attorney's fees borne by the Association or other entity bringing such action should the Association or other entity, as the case may be, prevail.

ARTICLE XII **GENERAL PROVISIONS**

Section 1. **"Enforcement"** Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, 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 covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. **"Severability"** Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. **"Amendments"**

- (a) **Declarant.** So long as Declarant owns property part of this declaration, the Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration at any time and from time to time as otherwise specifically authorized by this Declaration, or if such amendment is (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which is in conflict therewith, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property, or (iii) required by an institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans to enable it to make, purchase, insure or guarantee mortgage loans on any portion of the Property. Further, so long as it still owns any portion of the Property for development, the Declarant may unilaterally amend for other purposes, provided the amendment has no material adverse effect upon any right of any Owner.
- (b) **Owners.** Except as otherwise specifically provided above, or elsewhere in this Declaration, this Declaration may be amended only by a majority vote of the owners. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed number of affirmative votes required for action to be taken under the clause. No amendment may remove, revoke, or modify any right or privilege of Declarant without the consent of Declarant (or its assignee of such right or privilege).
- (c) **Validity and Effective Date of Amendments.** Amendments to this Declaration shall become effective upon recordation in the real property records of Hidalgo County, Texas, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate as a waiver or amendment of any provision of this Declaration.

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

Section 5. "Duration" The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, Association, or any member thereof for a period of thirty (30) years from the date hereof, and thereafter shall continue automatically in effect for additional period of ten (10) years, unless otherwise agreed in writing by the then owner of at least seventy five percent (75%) of the Subdivision Lots.

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

Section 7. "Leases" Any and all lease agreements, whether written or otherwise, relating to Property in the Subdivision shall be subject to the terms of this Declaration. All Owners are responsible for ensuring that any and all of their tenants are complying with the terms of this Declaration.

E

executed by the Declarant, this 31st day of May, 2023.

E&J Warehouse and Logistics, LLC, a Texas Limited Liability Company

By: _____

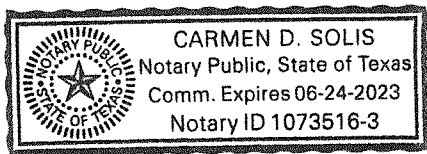
Eduardo Lopez Suarez, Member of E&J Warehouse and Logistics, LLC

State of Texas §

County of Cameron §

BEFORE ME, a Notary Public, on this day personally appeared EDUARDO LOPEZ SUAREZ of E&J Warehouse and Logistics, LLC, a Texas Limited Liability Company, on behalf of said entity, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity stated and for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of May, 2023.

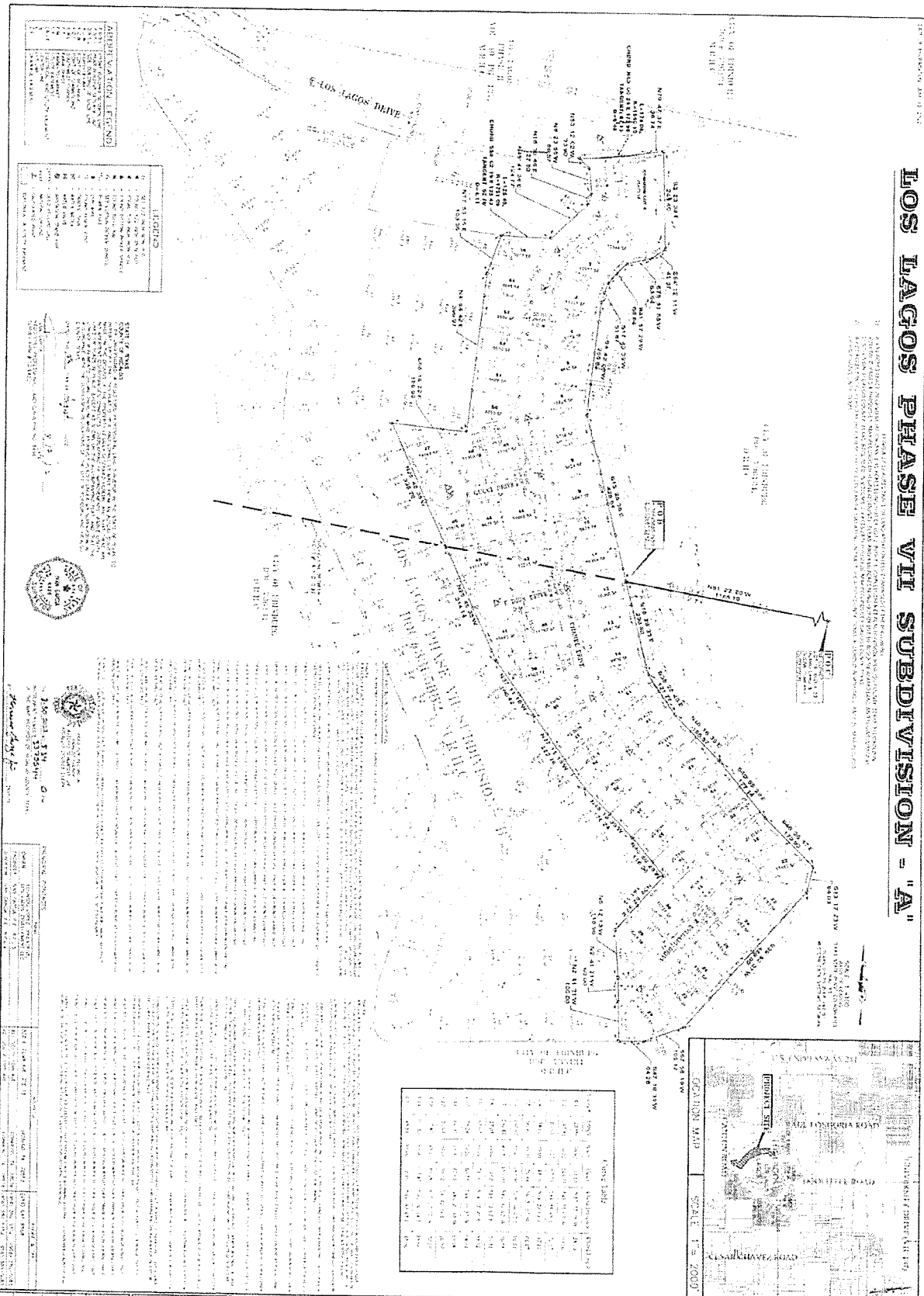


[Signature]
Notary Public, State of Texas

Exhibit

A

LOS LAGOS PHASE VII SUBDIVISION - "A"



LEGEND

1. LOT	2. LOT	3. LOT	4. LOT	5. LOT	6. LOT	7. LOT	8. LOT	9. LOT	10. LOT
11. LOT	12. LOT	13. LOT	14. LOT	15. LOT	16. LOT	17. LOT	18. LOT	19. LOT	20. LOT
21. LOT	22. LOT	23. LOT	24. LOT	25. LOT	26. LOT	27. LOT	28. LOT	29. LOT	30. LOT
31. LOT	32. LOT	33. LOT	34. LOT	35. LOT	36. LOT	37. LOT	38. LOT	39. LOT	40. LOT
41. LOT	42. LOT	43. LOT	44. LOT	45. LOT	46. LOT	47. LOT	48. LOT	49. LOT	50. LOT
51. LOT	52. LOT	53. LOT	54. LOT	55. LOT	56. LOT	57. LOT	58. LOT	59. LOT	60. LOT
61. LOT	62. LOT	63. LOT	64. LOT	65. LOT	66. LOT	67. LOT	68. LOT	69. LOT	70. LOT
71. LOT	72. LOT	73. LOT	74. LOT	75. LOT	76. LOT	77. LOT	78. LOT	79. LOT	80. LOT
81. LOT	82. LOT	83. LOT	84. LOT	85. LOT	86. LOT	87. LOT	88. LOT	89. LOT	90. LOT
91. LOT	92. LOT	93. LOT	94. LOT	95. LOT	96. LOT	97. LOT	98. LOT	99. LOT	100. LOT

NOTES

1. ALL LOTS ARE TO BE CONVEYED TO THE CITY OF EDINBURG, TEXAS, FOR THE PURPOSE OF BEING USED AS A PUBLIC PARK.
2. THE CITY OF EDINBURG, TEXAS, SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND IMPROVEMENT OF THE PARK.
3. THE CITY OF EDINBURG, TEXAS, SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL TAXES AND FEES ASSOCIATED WITH THE CONVEYANCE OF THE LOTS.
4. THE CITY OF EDINBURG, TEXAS, SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL INTEREST AND PENALTIES ASSOCIATED WITH THE CONVEYANCE OF THE LOTS.
5. THE CITY OF EDINBURG, TEXAS, SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS ASSOCIATED WITH THE CONVEYANCE OF THE LOTS.
6. THE CITY OF EDINBURG, TEXAS, SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS ASSOCIATED WITH THE CONVEYANCE OF THE LOTS.
7. THE CITY OF EDINBURG, TEXAS, SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS ASSOCIATED WITH THE CONVEYANCE OF THE LOTS.
8. THE CITY OF EDINBURG, TEXAS, SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS ASSOCIATED WITH THE CONVEYANCE OF THE LOTS.
9. THE CITY OF EDINBURG, TEXAS, SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS ASSOCIATED WITH THE CONVEYANCE OF THE LOTS.
10. THE CITY OF EDINBURG, TEXAS, SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS ASSOCIATED WITH THE CONVEYANCE OF THE LOTS.

PLAT SHEET

LOS LAGOS PHASE VII SUBDIVISION - "A"

EDINBURG

HALDAGO COUNTY

PLAT SHEET

LOT	ACRES	OWNER	DATE
1	0.10	City of Edinburg	10/1/00
2	0.10	City of Edinburg	10/1/00
3	0.10	City of Edinburg	10/1/00
4	0.10	City of Edinburg	10/1/00
5	0.10	City of Edinburg	10/1/00
6	0.10	City of Edinburg	10/1/00
7	0.10	City of Edinburg	10/1/00
8	0.10	City of Edinburg	10/1/00
9	0.10	City of Edinburg	10/1/00
10	0.10	City of Edinburg	10/1/00

