

5412

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS

PLANTATION SOUTH SUBDIVISION

PLAINTIFFS
EXHIBIT
#1THE STATE OF TEXAS
COUNTY OF HIDALGO

THIS DECLARATION, made on the date hereinafter set forth by CUMMINGS AND PERRY, INC., a Texas Corporation, hereinafter referred to as "DECLARANT."

W I T N E S S E T H:

WHEREAS, DECLARANT is the owner of certain property situated in Hidalgo County, Texas, which is described as follows:

Plantation South Subdivision as recorded in the records of Hidalgo County, Texas.

NOW, THEREFORE, DECLARANT hereby declares 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, said property and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

PURPOSE

DECLARANT intends to restrict the use of the property so that it is basically a private, residential, adult subdivision, and the restrictions, covenants and conditions set out below are designed to maintain this intent. Children under 18 years of age may visit for a period of not more than 30 days in any one calendar year. No children shall be permitted to use the COMMON AREA unless accompanied by their adult host.

ARTICLE II

DEFINITIONS

Section 2.1 "OWNER" shall mean and refer to the record owner, other than the DECLARANT, whether one or more persons or entities, of fee simple title to any lot which is a part of the property, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.2 "PROPERTY" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be added to PLANTATION SOUTH Subdivision.

Section 2.3 "COMMON AREA" shall mean the real property and improvements thereon owned by the DECLARANT, other than numbered lots, designated for the common use and enjoyment of the OWNERS. The COMMON AREA designated by the DECLARANT at the time of the conveyance of the first lot consists of the roadways and alleyways in the subdivision and all of those areas designated on the Subdivision Plat as "COMMON AREAS."

The Golf and Country Club adjoining the property is entirely separate from the property and ownership of a lot or interest in the COMMON AREA does not convey any right, title or interest to the Golf and Country Club.

The Golf and Country Club shall remain the property of DECLARANT and/or the Country Club membership and by acceptance of a deed, each owner is deemed to covenant and agree to refrain from any use or trespass onto the Golf and Country Club property.

Section 2.4 "LOT" shall mean and refer to any numbered lot or plat of land shown in any recorded subdivision Map or Plat of the property with the exception of the COMMON AREA.

Section 2.5 "RESIDENCE" shall mean any structure or movable dwelling designed for occupancy by one family which is permitted to be placed on any lot in the subdivision, including detached dwellings (constructed on site), townhouses which may be joined together, patio homes, condominium units and apartments, (which may be separate units constructed in one building), mobile homes, and recreational vehicles. No residence shall be commenced, placed or allowed to remain on any lot without complete plumbing and electrical systems and without the written approval of DECLARANT or the Architectural Control Committee.

Section 2.5A "DETACHED DWELLING" shall mean a residence designed for occupancy by one family and constructed on site not connected to any other residence. (Not to be deemed to prohibit joining of dwellings by fences otherwise permitted herein.)

Section 2.5B "PATIO HOME" shall mean a dwelling that is most often a one story structure, constructed on site, that utilizes the entire lot width with an enclosed garden or patio space.

Section 2.5C "TOWNHOUSE" shall mean a dwelling constructed on site designed for occupancy by one family which may be joined to other dwellings by a common wall or walls.

Section 2.5D "APARTMENT" shall mean an individual dwelling unit designed for occupancy by one family which is located within a structure containing other dwelling units.

Section 2.5E "CONDOMINIUM UNIT" shall mean an individual dwelling unit designed for occupancy by one family which is located within a structure containing other dwelling units or located in an area designated by DECLARANT as Condominium Area.

Section 2.5F "MOBILE HOME" shall mean a movable dwelling unit designed and constructed (not constructed on site) for permanent occupancy by a single family which contains permanent eating, cooking, sleeping and sanitary facilities, which is designed to be moved by axles and wheels forming a part of such unit (which axles and wheels shall, however, be removed while the unit is at rest) and which units are manufactured with complete plumbing and electrical systems ready for hook-up. MOBILE HOME shall not be deemed to include a travel trailer or similar unit designed for temporary occupancy or a self-propelled living unit such as a recreational vehicle, camper, boat, or "homemade" dwelling.

Section 2.5G "RECREATIONAL VEHICLES" or RV'S shall mean self-propelled travel units, travel trailers, "Park" model trailers, pickups with campers (not a camper cover or shell without living facilities,) and vans with a length in excess of 20 feet. Travel units, trailers and campers must be self-contained.

Section 2.6 "DECLARANT" shall mean and refer to CUMMINGS & PERRY, INC., A Texas Corporation, its successors and assigns.

Section 2.7 "TRANSFEREES" shall mean those contractors, developers, builders and dealers, designated by DECLARANT, who are participating in the development of the property.

Section 2.8 "PROPERTY OWNERS' ASSOCIATION" shall mean the Association to be formed by the OWNERS for the purpose of managing the affairs of the subdivision after DECLARANT has relinquished such responsibility.

ARTICLE III

PROPERTY RIGHTS

Section 3.1 OWNER'S Easements of Enjoyment

Every OWNER shall have a right and easement of enjoyment (in common with other OWNERS) in and to the COMMON AREA which shall be appurtenant to and shall pass with the title to every lot subject to the following restrictions:

- (a) The right of the DECLARANT to charge reasonable admission and other fees for the use of any facility situated upon the COMMON AREA;
- (b) The right of the DECLARANT to suspend the right to use of the facilities by an OWNER for any period during which any assessment against his lot remains unpaid; and for infraction of its published rules and regulations;

(c) The right of DECLARANT to limit the number of guests of OWNERS;

(d) The right of DECLARANT to ownership and operation of any commercial uses in the COMMON AREA such as a coin-operated laundry, vending machines and any other business uses including a retail store, business office and sales office; provided that upon the sale of all lots in the original PLANTATION SOUTH Subdivision, and all lots in subsequent additions thereto, DECLARANT shall deed the COMMON AREAS by Special Warranty Deed free of encumbrance to the Property Owners' Association.

Section 3.2 Delegation of Use

Any OWNER may delegate his right of enjoyment to the COMMON AREA to the members of his immediate family (those related by blood or marriage), his tenants or contract purchasers who reside on the property.

Section 3.3 Parking Rights

The use of all parking areas (including areas where boats, boat trailers, etc. may be parked or stored) shall be subject to the exclusive control and management of the DECLARANT and a reasonable fee may be charged for any parking or storage provided in the COMMON AREA.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of the Lien and Personal Obligation of Assessments

Each OWNER of any lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the DECLARANT:

(a) Annual assessments or charges which shall be payable monthly; and

(b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the OWNER of such property at the time when the assessment fell due.

Section 4.2 Purpose of Assessments

The assessments levied by the DECLARANT shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties; to improve and maintain the COMMON AREA and maintain and light streets, curbs, sidewalks, esplanades and similar facilities serving the properties.

Section 4.3 Maximum Annual Assessment

Until January 1, 1984, the maximum annual assessment shall be TWO HUNDRED FORTY AND NO/100 DOLLARS (\$240.00) per lot.

From and after January 1, 1984 the maximum annual assessment may be increased each year not more than Fifteen percent (15%) (such percentage increase may be cumulative from year to year) above the maximum assessment for the previous year, provided, however, the annual assessment shall not be thus increased by DECLARANT above FOUR HUNDRED EIGHTY AND NO/100 DOLLARS (\$480.00) without the written assent of Sixty percent (60%) of the OWNERS.

The DECLARANT may fix the annual assessment at an amount not in excess of the maximum.

Section 4.4 Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the DECLARANT 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 upon the COMMON AREA, including fixtures and personal property related thereto, or for the construction, reconstruction, repair or replacement of any portion of the water system or for the construction, reconstruction, repair or

replacement of streets, sidewalks, curbs and esplanades serving the properties, provided that any such assessment shall have the written assent of Sixty-six and two-thirds percent (66-2/3rds%) of the OWNERS.

Section 4.5 Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for all lots and shall be collected on a monthly basis.

Section 4.6 Date of Commencement of Annual Assessments - Due Dates

The annual assessments provided for herein shall commence as to all lots then forming a part of the property on the first (1st) day of the month next following the conveyance of a lot to an OWNER. Provided, however, that lots owned by the DECLARANT shall not be subject to assessment. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The DECLARANT shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every OWNER subject thereto. The due dates shall be established by the DECLARANT. The DECLARANT shall, upon demand, and for reasonable charge, furnish a certificate signed by a representative of the DECLARANT setting forth whether the assessments on a specified lot have been paid.

Section 4.7 Effect of Nonpayment of Assessments - Remedies of DECLARANT

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum, and in addition, a penalty of \$10.00 per month to cover the cost of billing and collection. The DECLARANT may bring an action at law against the OWNER personally obligated to pay the same, or foreclose the lien against the property. Each such OWNER, by his acceptance of a Deed to a lot, hereby expressly vests in the DECLARANT, or its agents, the right and power to bring all actions against such OWNER personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the DECLARANT in a like manner as a mortgage or Deed of Trust Lien on real property, and such OWNER hereby expressly grants to the DECLARANT a Power of Sale in connection with said lien. The lien provided for in this Section shall be in favor of the DECLARANT. No OWNER may waive or otherwise escape liability for the assessments provided for herein by nonuse of the COMMON AREA or abandonment of his lot.

Section 4.8 Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became 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.

Section 4.9 Exempt Property

All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 4.10 Insurance

(a) DECLARANT may obtain and continue in effect blanket property insurance to insure the buildings and structures in the COMMON AREA and the DECLARANT against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, and said insurance may include coverage against vandalism.

(b) DECLARANT may obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the DECLARANT, its agents, and employees, and each OWNER, from and against liability in connection with the COMMON AREA.

(c) Each OWNER shall be responsible at their own expense and cost for their own personal insurance on their lot or residence and contents therein, garage and additions and improvements thereto, including decorations, furnishings, and personal property therein, and personal property stored elsewhere on the properties; and for their personal liability.

ARTICLE V

ARCHITECTURAL COMMITTEE

Section 5.1 Committee

The DECLARANT may, at its discretion appoint an Architectural Committee composed of three (3) members. Any committee so appointed shall act upon all matters to be submitted pursuant to Article VI herein.

ARTICLE VI

USE RESTRICTIONS

The lots and the COMMON AREA shall be occupied and used as follows:

Section 6.1 Residential Use

No OWNER shall occupy or use his lot, or residence and such outbuildings as are customarily appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the OWNER, his family, guests and tenants. No property shall be occupied or leased to any family with children under eighteen (18) years of age, and by acceptance of a conveyance of a lot in this subdivision, the Grantee therein contracts and agrees automatically to be bound by such prohibition. Any OWNER who allows his Tenant to violate this or any other covenant shall be liable and responsible for this Tenant's acts.

Violation of this covenant and/or any other of these covenants will result in immediate and irreparable loss of property value to the DECLARANT and the other OWNERS. In addition to the other legal remedies provided herein, each OWNER who commits or permits any violation of this covenant and/or any other covenant shall pay the sum of \$25.00 per day as minimum damages to DECLARANT, its successors or assigns, after OWNER'S receipt from DECLARANT of 5 days prior written notice thereof and failure to remedy or correct same.

Section 6.2 Minimum Size, Designated Use, Age, Etc.

No detached dwelling, exclusive of open porches, garages, carports and patios shall be permitted on any "detached dwelling lot" which contains less than 1200 square feet of living area.

No patio home, exclusive of open porches, garages, carports and patios shall be permitted on any "patio home lot" which contains less than 1000 sq. ft. of living area.

No townhouse, exclusive of open porches, garages, carports, and patios shall be permitted on any "townhouse lot" which contains less than 800 sq. ft. of living area.

No apartment or condominium unit, exclusive of open porches, garages, carports and patios, shall be permitted which contains less than 700 square feet of living area.

No single wide mobile home having a width of less than fourteen (14) feet, nor a length less than fifty-two (52) feet, nor a double wide mobile home having a width of less than twenty-four (24) feet, nor a length less than thirty-six (36) feet, exclusive of open porches, breezeways, carports and garages shall be erected, placed, or maintained on a "large mobile home lot."

No single wide mobile home having a width of less than twelve (12) feet, nor a length less than forty (40) feet, exclusive of open porches, breezeways, carports and garages shall be erected, placed, or maintained on a "small mobile home lot." RV's shall be allowed on "small mobile home lots" with the prior written approval of DECLARANT.

On lots designated as "large mobile home lots" (Section 6.3D), only mobile homes having all wood or hardboard exteriors and asphalt shingle roofs may be placed.

No mobile home or park model shall be erected or placed on a lot which shall have been manufactured more than five (5) calendar years prior to being so erected or placed. All mobile homes and park models (including any porches or additions thereto) must be completely enclosed, from ground level to lower portion of outside walls, within thirty (30) days from the date on which the unit was placed on its lot.

No structures of any kind, including fences, RV's and mobile homes complying with the foregoing provisions of this Section may be commenced, erected, or maintained upon the property, nor shall any exterior addition to, or change, or alteration therein

be made until plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the DECLARANT, or the Architectural Committee. No more than one (1) residence shall be placed on any one lot, except for apartment and condominium units located in areas designated by DECLARANT.

Section 6.3A The following lots are designated as "detached dwelling lots" only: In block number fifteen (15), lots numbered one (1) thru seventeen (17) inclusive.

Section 6.3B The following lots are designated as "patio home" or "townhouse" lots only: In block number ten (10), lots numbered one (1) thru fifteen (15) inclusive; in block number eleven (11), lots numbered one (1) thru nine (9) inclusive and lots numbered thirty-four (34) thru forty-one (41) inclusive; in block number twelve (12), lots numbered thirty-six (36) thru sixty-two (62) inclusive.

Section 6.3C "Apartment or Condominium Lots." No lots in the first phase are designated as apartment or condominium lots. It is contemplated, however, that such lots will be included in future additions to the project.

Section 6.3D The following lots are designated as "large mobile home lots" only: In block number fifteen (15), lots numbered eighteen (18), and thirty-two (32) thru thirty-five (35) inclusive; in block number sixteen (16), lots numbered twelve (12), thirteen (13) and fourteen (14); in block number seventeen (17), lots numbered one (1) thru seventeen (17) inclusive, and lots numbered thirty-seven (37) thru forty-six (46) inclusive; in block number eighteen (18), lots numbered one (1) thru twelve (12) inclusive, and lots numbered twenty-four (24) and twenty-five (25); in block number nineteen (19), lots numbered one (1) thru five (5) inclusive; in block number twenty (20), lots numbered one (1) thru thirteen (13) inclusive; in block number twenty-one (21), lot number one (1) and lots numbered six (6) thru twelve (12) inclusive; in block number twenty-four (24), lots numbered one (1) thru twenty-eight (28) inclusive; in block number twenty-five (25), lots numbered one (1) and fourteen (14); in block number twenty-six (26), lots numbered four (4) and five (5) and lots numbered twenty-nine (29) thru thirty-three (33) inclusive; in block number twenty-seven (27), lot number one (1); in block number thirty-six (36), lots numbered thirty-four (34) thru forty-five (45) inclusive; in block number thirty-seven (37), lots numbered thirty-eight (38), thirty-nine (39) and forty (40).

Section 6.3E The following are designated as "small mobile home lots" only: In block number thirty-six (36), lot number thirty-three (33); in block number thirty-seven (37), lots numbered nine (9) thru nineteen (19) inclusive; in block number thirty-eight (38), lots numbered fifteen (15) thru twenty-nine (29) inclusive; in block number thirty-nine (39), lots numbered one (1) thru twenty-three (23) inclusive; in block number forty-four (44), lots numbered one (1) thru eighteen (18) inclusive; in block number forty-five (45), lots numbered one (1) thru eight (8) inclusive; in block number forty-six (46), lots numbered seventeen (17) and eighteen (18); in block number forty-seven (47), lot number four (4).

Section 6.3F The following lots are designated as "RV lots" only: In block number forty-six (46), lots numbered one (1) thru sixteen (16) inclusive; in block number forty-seven (47), lot number five (5); in block number fifty-three (53), lots numbered twenty-five (25) thru forty-eight (48) inclusive.

Section 6.3G No residence shall be placed or allowed to remain on any lot other than the type specified in this Section 6.

Section 6.4 Temporary Structures

No structures of a temporary character, basement, tent, shack, barn, servants' quarters or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently, except as herein provided. During the construction and sales period of the lots and dwelling units, DECLARANT may erect and maintain such structures as are customary in connection with such construction and sale of property, including, but without limitation, a business office, storage areas, construction yards, signs, model units and sales office.

Section 6.5 Storage

No boat, boat trailer or recreational equipment, truck or heavy equipment shall be stored on any lot. No lot shall be used for storage or placement of any items other than OWNER'S private passenger vehicle (except as herein permitted.) This section shall not be deemed to prohibit storage inside the OWNER'S house or garage (out of sight from the street or adjoining lots) of OWNER'S personal possessions.

No OWNER of a lot shall park, store, or keep any vehicle except wholly within the parking space designated therefor, and no OWNER shall park, store, or keep any truck, camper, boat, trailer, or aircraft, or any vehicle other than a private passenger vehicle on any parking space not enclosed and covered (garage). More specifically, no truck, camper, boat, trailer, aircraft, or any vehicle other than a private passenger vehicle may be parked on a driveway. In no event shall any truck larger than a one (1) ton pickup be parked, stored, or kept in any parking space. No OWNER of a lot shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle on any portion of any lot, or on the COMMON AREA, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No OWNER shall park a vehicle on his driveway in such a manner that such vehicle extends into the street. No vehicle, trailer, boat or obstruction of any kind shall be allowed to park in or obstruct the alleyways.

Section 6.6 Placement

No residence or structure shall be located on any lot nearer than ten feet (10') to the front property line, the side street property line, or the rear property line or nearer than five feet (5') to the side property line, except as permitted in this Section 6.5.

Townhouses separated by fire retardant walls may be built to both of the side property lines (zero (-0-) lot line) provided the side lot line does not abut a street.

Patio homes may be built to the side property line (zero (-0-) lot line) only on one side of the lot (as designated herein) provided that the other side yard is at least six feet (5') in width. No windows or doors shall be permitted on the "zero (-0-) lot line" side of any patio home. On lots that abut an alleyway in the rear, a garage or carport shall be set back a minimum of eighteen feet (18').

Setback lines (if shown on the plat) shall take precedent over the minimums set out in this section.

Section 6.6A In block number ten (10), lots numbered one (1) thru fifteen (15) inclusive, the "zero (-0-) lot line" shall be the north property line.

Section 6.6B In block number eleven (11), lots numbered one (1) thru nine (9) inclusive and lots numbered thirty-four (34) thru forty-one (41) inclusive, the "zero (-0-) lot line" shall be the north property line.

Section 6.6C In block number twelve (12), lots numbered thirty-six (36) thru forty-two (42) inclusive and fifty (50) thru fifty-six (56) inclusive, the "zero (-0-) lot line" shall be the north property line.

Section 6.6D In block number twelve (12), lots numbered forty-three (43) thru forty-eight (48) inclusive, and lot number fifty-seven (57), the "zero (-0-) lot line" shall be the east property line.

Section 6.6E In block twelve (12), lots fifty-eight (58) thru sixty-two (62) inclusive, the "zero (-0-) lot line" shall be the west property line.

Section 6.6F In block twelve (12), lot number forty-nine (49), the "zero lot line" shall be the south property line.

Section 6.6G No air conditioning units or other mechanical equipment located outside a residence shall be placed in the front or side yard of any lot unless completely enclosed by a wall to shield said equipment from view and to dampen any noise created by such equipment. This covenant shall not be deemed to prohibit air conditioning "window units."

Section 6.7 Off Street Parking

Each OWNER shall within thirty (30) days after a residence is placed on a lot provide driveway and parking facilities for off street parking for each of OWNER'S vehicles and for vehicles of guests. Provided, however, that this restriction shall not prohibit guests of OWNER from parking along the street for reasonable periods of time.

A minimum of two (2) off street parking spaces shall be provided for each residence (except that apartment units and condominium units shall not be required to have parking spaces in excess of the number required by the zoning ordinance of the City of Pharr.)

At least one (1) of the required two (2) off street parking spaces shall be an enclosed garage if the residence is a detached dwelling, townhouse or patio home with the driveway connecting to a street. VOL 1823 PG 607

When any lot abuts a paved alleyway, the driveway must connect to said alleyway and may not connect to the street. When connected to an alleyway, the two (2) parking spaces required may be left uncovered.

Section 6.8 Nuisances

No noxious or offensive activity shall be carried on upon any lot, or the COMMON AREA, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other OWNERS. No firearms (including BB guns or air guns) shall be discharged; no repair work, dismantling or assembling of motor vehicles, boats, trailers, or any other machinery or equipment shall be permitted in any street, driveway or yard adjacent to a street, or in the COMMON AREA. DECLARANT may designate a specific location within the COMMON AREA where minor repairs may be made.

Section 6.9 Signs

No sign of any kind shall be displayed to public view on any lot or structure (except as permitted herein.). OWNERS may post notices of property for sale or rent in space to be provided in the recreational building. During the initial construction and sales period of the lots, the DECLARANT and its TRANSFEREES may use signs and displays to advertise the merits of the property for sale or rent. OWNERS may display a sign not in excess of three square feet in size showing OWNER'S name and address only.

Violation of this section will result in immediate and irreparable loss in property value to DECLARANT and the OWNERS. In addition to all other legal remedies provided herein, any OWNER who commits or permits any violation of this covenant shall pay the sum of \$25.00 per day as minimum damages to DECLARANT, its successors and assigns.

Section 6.10 Business

No business of any kind shall be conducted from any residence with the exception of the business of DECLARANT and the TRANSFEREES of DECLARANT in developing all of the lots. DECLARANT and its TRANSFEREES may maintain offices as needed in the recreational building and/or a mobile home on the COMMON AREA and display signs advertising the merits of the properties.

Section 6.11 Oil and Mining Operations

No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

Section 6.12 Livestock, Poultry and Pets

No animals, livestock, poultry, birds, or reptiles of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets, not to exceed a total of two (2) pets, may be kept provided that they shall not become a nuisance (in the sole judgment of DECLARANT) and are not kept, bred or maintained for any commercial purposes. All pets are to be maintained and controlled as outlined in rules published from time to time by DECLARANT. All pets must be kept on a leash when not confined to OWNER'S lot. No pets shall be allowed on the COMMON AREA or on another OWNER'S lot.

Section 6.13 Garbage and Refuse Disposal

No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition. All refuse shall be placed in plastic bags in accordance with the regulations of the City of Pharr and shall be placed at curbside not more than twelve (12) hours prior to scheduled pickup.

Section 6.14 Obstruction of Sight Lines

No fence, wall, or hedge shall be built or maintained nearer than ten feet (10') to the front lot line of any lot or side lot line on corner lots. An exception shall be made in the case of retaining walls of not over twelve inches (12") above the ground. No fence, wall or hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner lot.

Section 6.15 OWNER'S Maintenance of Equipment and Utility Lines

The OWNER shall maintain and keep in repair the following equipment and utility lines located outside the residence situated on OWNER'S lot:

- (a) Sanitary sewer lines and connections;
- (b) Electric power service lines and conductors;
- (c) Water lines;
- (d) Electric current breakers;
- (e) Natural gas, butane or other similar fuel and power lines;
- (f) TV and telephone cables or lines.

Section 6.16 OWNER'S Maintenance of Yard

The OWNER shall keep and maintain his yard (including the area between the lot line and the curb and all easements located thereon) in good condition and shall keep the grass cut and not allow an excessive amount of weeds or undergrowth to grow on the lot. In the event OWNER should fail to keep this condition and covenant, the DECLARANT is hereby authorized to have the grass cut on the OWNER'S yard and the OWNER agrees to reimburse the DECLARANT for the cost thereof.

Section 6.17 OWNER'S Maintenance of Residence and Accessory Buildings

All mobile homes shall have skirting installed within thirty (30) days after a mobile home is placed on the lot, and the bottom edge of the home must be no higher than twenty-four inches (24") above the ground at the highest point.

The OWNER shall maintain and keep in good repair and condition the residence and any and all accessory buildings, or structures appurtenant thereto, and further agrees to promptly repair any damage to the residence, or such structures, caused by storms, hail, fires, or other acts of God, on which may be caused from general wear and tear.

Section 6.18 Clothes Lines

No clothing or other items may be hung to dry in view of anyone in the street. Only umbrella type clothes lines shall be permitted on the rear portion of the lot, out of sight from any street.

Section 6.19 Infringement

An OWNER shall do no act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other residences or their OWNERS.

ARTICLE VII

EASEMENTS

Section 7.1 Construction and Maintenance

Each lot and the COMMON AREA shall be subject to an easement for encroachments created by construction, settling and overhangs of telephone, TV and utility lines, streets, COMMON AREA improvements, fences, and the like, as designed or constructed by DECLARANT. A valid easement for said encroachments and for maintenance of the same, so long as it stands, shall and does exist.

Section 7.2 Zero (-0-) Lot Line

Each "zero (-0-) lot line" OWNER shall have an easement on the neighboring lot as shall be necessary for the repair and maintenance of such "zero (-0-) lot line" OWNER'S lot and all improvements thereon; provided, however, that each lot OWNER shall use due care in exercising the rights under the easement given hereunder and shall be liable for damages to the neighboring lot or improvements directly relating to the exercise of such right.

Each "zero (-0-) lot line" OWNER shall have an easement on the neighboring lot not to exceed sixteen inches (16") in width for the roof overhang of their residence.

Section 7.3 Utility, Emergency and Association

There is hereby created a blanket easement upon, across, over and under all of the property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephone, TV cable and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone or a cable company and/or DECLARANT to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone or TV cable wires, circuits and conduits on, above, across and under the properties. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pickup vehicles and all similar persons to enter upon the COMMON AREA in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the properties except as initially programmed and approved by the DECLARANT or thereafter approved by DECLARANT. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the DECLARANT shall have the right to grant such easement without conflicting with the terms thereof. The easements provided for in this article shall in no way affect any other recorded easements on said premises.

Section 7.4 Pharr Golf and Country Club

There is hereby created an easement for utilities, ingress and egress to the adjoining property of the Pharr Golf and Country Club along the streets of PLANTATION SOUTH Subdivision; and all utility lines and utility easements servicing PLANTATION SOUTH Subdivision and additions thereto may also be used to service PHARR GOLF AND COUNTRY CLUB.

ARTICLE VIII

MANAGEMENT OF SUBDIVISION

Section 8.1 DECLARANT shall have responsibility and the sole authority to prescribe Rules and Regulations covering use of the COMMON AREAS, streets, utilities and any other portions of the subdivision until such time as a Property Owners' Association is formed as hereinafter provided.

Section 8.2 When all the lots in the subdivision (including any future additions thereto) are sold, the management of the COMMON AREA and all rights and duties of DECLARANT herein shall be assumed by the Property Owners' Association.

Section 8.3 The Property Owners' Association shall be formed according to By-Laws and Regulations to be adopted by a majority of the OWNERS of lots with the OWNER or OWNERS entitled to one (1) vote for each lot owned.

Section 8.4 The DECLARANT shall submit By-Laws and Regulations to the OWNERS in writing for approval and said By-Laws and Regulations shall become valid unless amended by a majority of the OWNERS within sixty (60) days from submission.

Section 8.5 Should DECLARANT elect to form a Property Owners' Association prior to the sale of all of the lots as herein provided, DECLARANT may submit By-Laws and Regulations to the OWNERS of lots at that time and such Association may be formed by a majority vote of the OWNERS prior to the sale of all lots by DECLARANT.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 Enforcement

The DECLARANT, or any OWNER, shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Violation of these covenants will result in immediate and irreparable loss in property value to DECLARANT. In addition to all other legal remedies provided herein, any OWNER who commits any violation of these covenants shall pay the sum of \$25.00 per day as minimum damages to

DECLARANT, its successors and assigns for each day such violation exists. Failure by the DECLARANT 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 9.2 Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect. While DECLARANT has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, DECLARANT makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any OWNER acquiring a lot in the Project in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the lot agrees to hold DECLARANT harmless therefrom.

Section 9.3 Amendment

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the OWNERS of not less than seventy-five percent (75%) of the lots, and thereafter by an instrument signed by the OWNERS of not less than sixty percent (60%) of the lots. Any amendment must be recorded in the Deed Records of Hidalgo County, Texas, before such amendment shall have any force and effect.

It is contemplated that additional units will be added to the PLANTATION SOUTH Subdivision and DECLARANT hereby states that upon the recording of additional units in the Map Records of Hidalgo County, Texas, the foregoing Declaration of Covenants, Conditions, and Restrictions shall apply to the new units in the same manner and on the same terms as this Declaration. DECLARANT shall, however, retain the right to designate the use of any new lots for detached dwellings, townhouses, patio homes, apartments, mobile homes, recreational vehicles, condominiums, or other residential use, not in conflict with the purpose of these covenants.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand and seal this 11th day of February, 1983.

ATTEST:

CUMMINGS AND PERRY, INC.

Robert A. Perry
Robert A. Perry, Secretary

Charles H. Cummings, Jr.
Charles H. Cummings, Jr., President

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, in this day personally appeared Charles H. Cummings, Jr., President of CUMMINGS & PERRY, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office on this the 11th day of February, A.D. 1983.

Kathleen W. Perry
Kathleen W. Perry
Notary Public in and for
Hidalgo County, Texas
My Commission Expires 9/3/86

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FILED FOR RECORD

1903 FEB 11 AM 11:00
J. EDGAR RUIZ
SANTOS SALDANA
COUNTY CLERK
HIDALGO COUNTY, TEXAS

VOL 1822 PAGE 611

John E

OK # JHD

*Providence South Dallas
2801 S. 0003*

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Phon 11/1/03*

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THE STATE OF TEXAS X
COUNTY OF HIDALGO X

I, WILLIAM R. LEO, County Clerk of Hidalgo County, Texas, do hereby certify that the above and foregoing instrument is a true and correct copy of Declaration of
Covenants, Conditions and Restrictions
From Cummings and Perry Inc.
To Public
Filed in my office the 11th day of February, A.D., 19 83,
Recorded in Volume 1823 Page 600-611 in the Deed
Records of Hidalgo County, Texas.

Given under my hand and seal of said office, this the 2nd day
of January, A.D., 19 92.

WILLIAM R. LEO, County Clerk
Hidalgo County, Texas

By: _____

