

Declaration
of
Covenants,
Conditions
and
Restrictions
of Pharr
South
Property
Owners
Association

March 1

2013

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AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
PHARR SOUTH SUBDIVISION UNIT
NO. 1, PHARR SOUTH SUBDIVISION UNIT NO. 2, AND
PHARR SOUTH SUBDIVISION UNIT NO. 3

STATE OF TEXAS

COUNTY OF HIDALGO

THIS DECLARATION, made on the date hereinafter set forth, is made by the undersigned, who constitute the owners of not less than sixty-five percent (65%) of the lots in Pharr South Subdivision Unit No. 1, Unit No. 2 and Unit No. 3, Hidalgo County, Texas.

WITNESSETH

WHEREAS, there has heretofore been filed a subdivision plat of Pharr South Subdivision Unit No. 1, which plat is recorded in Volume 21; Page 44, of the Map Records of Hidalgo County, Texas, a subdivision plat of Pharr South Subdivision Unit No. 2, which plat is recorded in Volume 21, Page 118, of the Map Records of Hidalgo County, Texas, a subdivision plat of Pharr South Subdivision Unit No. 3, which plat is recorded in Volume 21, Page 188, of the Map Records of Hidalgo County, Texas, and a Declaration of Covenants, Conditions and Restrictions for Pharr South Subdivision Unit No. 1, which is recorded in Volume 1650, Pages 118-131, Official Records of Hidalgo County, Texas, and a Declaration of Covenants, Conditions and Restrictions for Pharr South Subdivision Unit No. 2, which is recorded in Volume 1691, Pages 698-700, Official Records of Hidalgo County, Texas, a Declaration of Covenants, Conditions and Restrictions for Pharr South Subdivision Unit No. 3, which is recorded in Volume 1737, Pages 356-358, Official Records of Hidalgo County, Texas, and an Amendment to the Declaration of Covenants, Conditions and Restrictions, which has been recorded in Volume 2944, Pages 461-466, Official Records of Hidalgo County, Texas; and

WHEREAS, the common areas of Pharr South Subdivision Units No. 1, 2, and 3, have been conveyed to Pharr South Property Owners Association, a Texas Non-Profit corporation, [D/B/A Property Owners of Pharr South, (POPS)] for administration of said common areas; and

WHEREAS, the undersigned owners of not less than sixty-five percent (65%) of the lots in said Units 1, 2, and 3, pursuant to Section 9.3 of the Declaration recorded in Volume 1650, Pages 118-131, Official Records of Hidalgo County, Texas, which applies to all three Units, do herein confirm the Plats of said Subdivision Units 1, 2, and 3, and do hereby amend, supersede and replace the Declarations of Covenants, Conditions and Restrictions recorded in Volume 1650, Pages 118-131, Volume 1691, Pages 698-700, Volume 1737, Pages 356-358 and the Amendment to said Declarations recorded in Volume 2944, Pages 461-466, all in the Official Records of Hidalgo County, Texas, with this Amended and

Restated Declaration of Covenants, Conditions and Restrictions of Pharr South Subdivision Unit No 1, Unit No. 2, and Unit No. 3 all of said property being described as follows:

All of Pharr South Subdivision, Unit No. 1, Hidalgo County, Texas, according to the map thereof recorded in Volume 21, page 44, Map Records of Hidalgo County, Texas, and all of Pharr South Subdivision, Unit No. 2, Hidalgo County, Texas, according to the map recorded in Volume 21, Page 118, Map Records of Hidalgo County, Texas, and all of Pharr South Subdivision Unit No. 3, Hidalgo County, Texas, according to the map recorded in Volume 21, Page 188, Map Records of Hidalgo County, Texas; and

WHEREAS, the Owners expressly intend to restrict the above-described property so that said Subdivision, Unit No. 1, 2, and 3, operate as Housing for Older Persons who are 55 years of age or older under the Housing for Older Persons Act of 1995 (HOPA).

NOW, THEREFORE, the Owners hereby declare that all of the property above-described shall be held, sold, rented, leased, 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, executors, administrators, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

PURPOSE

Pharr South Subdivision, Units No. 1, 2, and 3, are intended to be operated for occupancy by persons fifty-five years of age or older in accordance with the Housing for Older Persons Act of 1995 and with Texas Fair Housing Act, which exempts “housing intended and operated for occupancy by at least one individual 55 years of age or older for each unit from the prohibitions against discrimination based on familial status.”

ARTICLE II

DEFINITIONS

- 2.1 **“THE ASSOCIATION”** shall mean and refer to the Pharr South Property Owners Association, a Texas Non-Profit Corporation, doing business as Property Owners of Pharr South (POPS), responsible for managing the affairs of the Subdivision.
- 2.2 **“BOARD OF DIRECTORS”** shall mean the governing body which consists of nine (9) Directors who must be members of the Association.
- 2.3 **“OWNER” means a person who holds record title to property in the Pharr South subdivision and includes the personal representative of a person who holds record title to that property.**
- 2.4 **“PROPERTIES”** shall mean and refer to that certain real property hereinbefore described.

- 2.5 **“COMMON AREA”** shall mean all real property and improvements thereon owned by Pharr South Property Owners Association, other than numbered lots, for the common use and enjoyment of the OWNERS as hereinbefore described.
- 2.6 **“LOT”** shall mean and refer to any numbered lot or plot of land shown in any recorded subdivision Map or Plat of the Properties with the exception of the COMMON AREA.
- 2.7 **“MOBILE HOME or MANUFACTURED 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 may, 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 or MANUFACTURED HOME shall not be deemed to include a travel trailer, motor home, 5th wheel, camper, or any kind of recreational vehicle or “homemade” dwelling.
- 2.8 **“RECREATIONAL VEHICLE” or “RV”** shall mean Motor Homes, 5th wheel, any travel trailers pulled by a tow vehicle, pick-ups with slide-in living quarters, vans with living facilities and fold down or slide-out units.
- 2.9 **“PARK MODEL” is a housing unit under 400 square feet designed and constructed for permanent occupancy by a single family.**
- 2.10 **“ASSESSMENT” means a regular assessment, special assessment, or other amount a property owner is required to pay a property owners’ association under the dedicatory instrument or by law.**
- 2.11 **“REGULAR ASSESSMENT” means an assessment, a charge, a fee, or dues that each owner of property within a residential subdivision is required to pay to the property owners’ association on a regular basis and that is designated for use by the property owners’ association for the benefit of the residential subdivision as provided by the restrictions.**
- 2.12 **“DEDICATORY INSTRUMENT” means each governing instrument covering the establishment, maintenance, and operation of a residential subdivision. The term includes restrictions or similar instruments subjecting property to restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners’ association, to properly adopted rules and regulations of the property owners’ association, and to all lawful amendments to the covenants, bylaws, rules, or regulations.**
- 2.13 **“DECLARATION” means an instrument filed in the real property records of a county that includes restrictive covenants governing a residential subdivision.**
- 2.14 **“MANAGEMENT CERTIFICATE” means a certificate that THE ASSOCIATION shall record in Hidalgo County, TX., signed and acknowledged by an officer or the managing agent of the association in accordance with requirements outlined in Chapter 209, Texas Residential Property Owners Protection Act, of the Texas Property Code.**

ARTICLE III

HOUSING FOR OLDER PERSONS: AGE RESTRICTIONS

- 3.1 The use of the property is restricted so that it is a private residential housing subdivision for persons 55 years of age or older in which each of its residential units, if occupied, must be occupied by at least one (1) person fifty-five years of age or older. This paragraph and the restrictions, stipulations and conditions set forth below are designed to maintain such use.
- (a) No owner shall occupy or use a lot, or residence, and such outbuildings as are customarily appurtenant thereto, or permit the same or any part thereof to be used or occupied for any purpose other than a private residence.
 - (b) The Property is intended and operated as a whole as housing for persons 55 years of age or older and is planned, marketed and designed to meet the physical and social needs of older persons. There shall be no child or children under the age of eighteen (18) years in residency or occupancy in a Residential Unit. Children under the age of 18 years may visit a Residential Unit as a guest of the Residents of the Residential Unit for a period of not more than thirty (30) days in any twelve (12) month period and no child or children under the age of 18 years shall be permitted to use the Common Areas unless supervised by a responsible adult. Occupancy is restricted to situations wherein at least one person who is 55 years of age or older, per lot or residence, is in occupancy, temporary and limited absences excepted. Also excepted are instances where such qualifying occupancy involuntarily ceases due to the death or physical or mental disability of the qualifying person 55 years of age or older. Also, excepted from the provisions of this clause shall be residences not in compliance with such provisions at the time of recording of this document, however, all instances of any exception shall cease upon any subsequent conveyance by sale, lease, inheritance, becoming in compliance herewith, or otherwise, of the lot or residence excepted. The Board, in its sole and absolute discretion, shall have the right and power to determine when a person "occupies or resides" in a Residential Unit.
 - (c) Each Resident, as and when requested to do so by the Board, shall furnish the Board with the names and ages of all occupants of the Residential Unit and such affidavits and other documents as the Board may request to verify the age of such occupants. In the event there is a change in the occupancy of a Residential Unit, the Owner immediately shall notify the Board in writing of such change and comply with all rules and regulations adopted by the Board for verification of occupancy.
 - (d) The Board shall make, publish and adhere to rules, policies and procedures to demonstrate the intent that the Property is intended and operated for occupancy by persons 55 years of age or older and the Board may, from time to time, adopt, amend and repeal rules and regulations pertaining thereto. Furthermore, the Board shall comply with any rules issued by the Secretary of Housing and Urban Development for verification of occupancy. The policies and procedures shall provide for verification of Residents by reliable surveys and affidavits or other means as permitted by said Acts.
 - (e) No property in the Subdivision, Units 1, 2, and 3, shall be conveyed, whether by sale, lease, re-lease, renewal of existing lease, or otherwise, to any party buying, leasing, re-

leasing, or renewing a lease for the benefit of an identified or prospective occupant grouping without at least one member of such identified or prospective occupant grouping being fifty-five (55) years of age or older. Nothing contained in this Subsection shall prohibit the conveyance of property to: 1) parties taking possession and/or ownership of such property for the benefit of one or more relatives age 55 or older and such relative or relatives in fact being the actual occupants of such property; 2) households purchasing property for future occupancy for such future time when at least one person belonging to such household is 55 years of age or older.

(f) Monitoring Compliance; Appointment of Attorney-in-Fact.

- (1) The Association shall have the power and authority to enforce this Article in any legal manner available, as the Board deems appropriate, including, without limitation, conducting a census of the occupants of the Lots, requiring birth certificates, or other proof of age for each occupant of the lot to be provided to the Board on a periodic basis, and taking action to evict the occupants of any Lot which is not in compliance with the requirements and regulations of this Article. **EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER UNIT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS ARTICLE.** Each owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Lot, that, in the judgment of the Board, are reasonably necessary to monitor compliance with this Article.
- (2) Each Owner shall be responsible for ensuring compliance for its Lot with the requirements and restrictions of this Article and the rules of the Association adopted hereunder by itself and by its tenants and other occupants of its Lots. **EACH OWNER, BY ACCEPTANCE OF TITLE TO A LOT, AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE ASSOCIATION FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND CAUSES OF ACTION THAT MAY ARISE FROM FAILURE OF SUCH OWNER'S LOT TO SO COMPLY.**
- (3) The requirements contained in this Article are intended to comply with the exemption requirements under the above-referenced Acts and any regulations now or hereafter issued therefore. Notwithstanding anything herein contained to the contrary, it is acknowledged and agreed that although it is the intent of the Association that the Properties is intended to be and that it is operated for occupancy by persons fifty-five (55) years of age or older in compliance with the Fair Housing Acts which exempts "housing for older persons" from the prohibition against discrimination based on familial status, no representations or warranty is made that the Properties comply or will comply with the Fair Housing Acts, and if for any reason the Properties is deemed not in compliance with the Fair Housing Acts and therefore not exempt from the prohibitions against discrimination based on familial status, the Association shall have no liability in connection therewith. Notwithstanding anything herein contained to the contrary, the Board, may amend the provisions of this Article, to the extent that it deems necessary or appropriate, without the approval of the Members, in order to comply with the exemption requirements under said Acts or any

other regulations now or hereafter issued therefore, as they may be amended from time to time, with respect to "housing for older persons".

ARTICLE IV

PROPERTY RIGHTS

4.1 OWNER'S EASEMENTS OF ENJOYMENT

Every OWNER shall have a right and easement of enjoyment in and to the COMMON AREA that shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of THE ASSOCIATION to charge admission and other fees for the use of any recreational facility situated or conducted upon the COMMON AREA.
- (b) The right of THE ASSOCIATION to suspend the right to the use of recreational facilities by any OWNER, members of his family or tenants for any period during which any charges against his lot remains unpaid or for any infraction of its published rules or regulations by the OWNER or members of his family or tenants, subject to any notice or other requirements contained in Chapter 209, Texas Residential Property Owners Protection Act, of the Texas Property Code, now or as may be amended from time to time.
- (c) The right of THE ASSOCIATION to establish a schedule of monetary fines and or a single fine to be assessed against any OWNER for violation or infraction of these COVENANTS, bylaws or its published rules or regulations, in addition to the sanction of (b) above, with recovery applied in the same manner as provided for in ARTICLE V, subject to any notice or other requirements contained in Chapter 209, Texas Residential Property Owners Protection Act, of the Texas Property Code, now or as it may be amended from time to time.
- (d) The right of THE ASSOCIATION to limit the number of guests of OWNERS or their RENTERS and the time length of their stay.
- (e) The right of THE ASSOCIATION to ownership and operation of any commercial uses in the Common Area such as coin-operated laundry, vending machines and any other business uses including a retail store and business office.

4.2 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 to a purchaser who is under contract to buy and who resides on the property. OWNERS must assure that tenants register immediately upon occupancy in accordance with rules established by THE ASSOCIATION.

4.3 PARKING RIGHTS

The use of all parking areas around the COMMON AREA and upon the streets of the Subdivision shall be subject to the exclusive control and management of THE ASSOCIATION with the exception that no street area can be designated for storage of any type of vehicle including RVs or recreational equipment. No overnight parking of motor vehicles, Motor homes, 5th wheels or any type of towed recreational vehicle, utility trailer or boat, that may be owned or controlled either by owners, residents, relatives, visitors or outsiders, is allowed on the streets of the Subdivision. Special rules may be formulated by THE ASSOCIATION for loading and unloading of Vehicles owned by OWNERS. THE ASSOCIATION is granted the authority to order the removal, by towing of vehicles, including RVs of owners or guests, renters or visitors, who violate parking rules formulated by THE ASSOCIATION, at no expense to THE ASSOCIATION.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

5.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS, FINES AND FEES

Each OWNER of any lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to THE ASSOCIATION annual assessments or charges which are due and payable on January 1 of each year: however payment may be made in four (4) equal installments on January 1, April 1, July 1, and October 1 of each year. If a quarterly installment is not made within ten (10) days of the due date, a late fee and interest will be assessed and added in accordance with section 5.6. If quarterly installments are not paid by thirty (30) days past the due date THE ASSOCIATION shall cause a lien to be placed against said property in accordance with Chapter 209, Texas Residential Property Owners Protection Act, of the Texas Property Code.

5.2 PURPOSE OF ASSESSMENTS

The annual assessment levied by THE ASSOCIATION shall be used to fund the daily operation of the COMMON AREA, promote the recreation, safety and welfare of the residents of the properties; maintain a contingency fund for emergency and replacement of equipment; maintain and/or improve all of the facilities and buildings within the COMMON AREA including the repair and maintenance of the streets, curbs, sidewalks, esplanades, lighting and security of the COMMON AREA within the Subdivision.

In addition to the annual assessment authorized above, THE ASSOCIATION may levy a special assessment 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 related thereto, or for the construction, reconstruction, repair or replacement of any portion of any utility system serving the property or for the repair or replacement of streets serving the subdivision.

5.3 RATE OF ASSESSMENT

Either an increase in the annual assessment or a special assessment;

- (a) Must have the approval of 65% of the members entitled to vote present, or represented by proxy or voting on the issue by absentee ballot or voting by any other method permitted by Chapter 209, Texas Residential Property Owners Protection Act, of the Texas Property Code as now enacted or as may be amended from time to time, at an annual meeting or a special meeting of the membership (Annual and special meetings must have a quorum of 180 voting members in attendance at the meeting in order for any conducted business to be valid.) or
- (b) May be done by a written and signed statement from a minimum of 180 lot owners and obtaining the approval of 65% of those owners signing.

Both annual and special assessments must be fixed at a uniform rate for all lots and shall be collected as specified in 5.4 and deposited in the general fund of the association.

5.4 DATE OF COMMENCEMENT OF ASSESSMENTS

THE ASSOCIATION shall set the assessment by December 1 of each year. A notice of the annual assessment will be sent to every OWNER subject thereto in a letter that announces the date and business of the annual meeting.

Any special assessment legitimately established by following the procedures specific in these Covenants, will become due and payable in full on the day specified. The process for notification and treatment of unpaid special assessments will be the same as specified in section 5.1.

5.5 DISBURSEMENT OF NON ASSESSMENT INCOME

Receipts from all activities and contracts will be deposited in the General Fund of THE ASSOCIATION.

5.6 EFFECT OF NONPAYMENT OF ASSESSMENTS, FINES, OR FEES – REMEDIES OF THE ASSOCIATION

In addition to the provisions of Section 5.1 the following remedies of non-payment are available to THE ASSOCIATION. If a quarterly installment of any annual assessment or if a special assessment, fine or fee, is not paid within ten (10) days after the due date, a late fee and interest will be assessed and added for each quarter period or any part of a quarter period.

THE ASSOCIATION 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 ASSOCIATION, 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 ASSOCIATION in a like manner as a mortgage or Deed of Trust Lien on real Property, and such OWNER hereby expressly grants to THE ASSOCIATION Power of Sale in connection with said lien. The lien provided for in this Section shall be in favor of THE ASSOCIATION. The foregoing is subject to any notice and other requirements of Chapter 209 of the Texas Property Code as now enacted or as may be amended from time to time. No Owner may waive or otherwise escape liability for the assessment, fine, or fee provided for herein by non-use of the COMMON AREA, or by the sale or abandonment of his lot.

THE ASSOCIATION shall, upon demand, and for a reasonable charge, furnish a certificate signed by a representative of THE ASSOCIATION setting forth whether the assessment, fine or fee on a specified lot has been paid.

5.7 SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of the assessments, fines or fees provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment, fine or fee 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.

ARTICLE VI

USE RESTRICTIONS

6.1 GENERAL USE RESTRICTIONS

- (a) Only one household is permitted per Lot. A household is defined as not more than two persons living together. A variance may be requested in writing from THE ASSOCIATION when extenuating circumstances exist.
- (b) No owner shall occupy or use his lot, RV or mobile home and such outbuildings as are customarily appurtenant to RV or mobile home, 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 detached building can be used as sleeping quarters at any time.
- (c) THE ASSOCIATION may, at its discretion, appoint an architectural committee and/or a compliance committee composed of three (3) members and any committee so appointed shall act upon all architectural and compliance matters as delegated by the Board of Directors.

6.2 MINIMUM SIZE, AGE, ETC.

- (a) Mobile Homes, Manufactured Houses or Park Models may be placed on lots of a size that may accommodate them provided the placement limitations are adhered to as provided by Section 6.5 of this document.
- (b) No Mobile Home, Manufactured House or Park Model shall be placed on a lot or moved and replaced on another lot, which shall have been manufactured more than five (5) calendar years prior to being so placed. All Mobile Homes, Manufactured

Houses and Park Models must be completely covered and enclosed from ground level to the lower portion of the outside walls, including additions of porches and/or decks, free standing or attached, within thirty (30) days of completion of the installation or completion of an addition.

- (c) No Mobile Home, Manufactured House, or Park Model may have two stories (living quarters above living quarters).
- (d) No placement of a Mobile Home, Manufactured House, Park model or storage building or other type of building or construction, alteration, movement, change or addition to any existing structure costing in excess of five hundred dollars (\$500.00) may be commenced until plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted in writing with drawings for approval by THE ASSOCIATION to determine the harmony of external design and location in relation to surrounding structures and topography prior to obtaining the required Building Permit from the City of Pharr, TX. No construction or movement shall be commenced without said permit. Replacement roofing, new siding, replacement windows and skirting, will not be subject to approval by the director of that district, but shall be installed in strict accordance with the manufacturer's instructions. Masonry skirting shall be installed using standard construction practices. All skirting shall be made of a material that is insect resistant.
- (e) No more than one (1) Mobile Home, Manufactured House, Park Model or RV shall share or be placed on any one lot. RV units less than twenty-two (22) feet in length with cooking and sleeping provisions may be parked on a lot as a second unit provided the unit is used only for transportation of the occupant and is not used as living or sleeping quarters at any time while it is parked.
- (f) Lots restricted to Mobile Home or Manufactured Houses are: Lot Numbers 1, 29, 52 through 118, 178 through 322, 381 and 382.
- (g) Lots, which may be used for, approved Mobile Homes, Park Models or RVs: Lot Numbers 2 through 28, 30 through 51, 119 through 177 and 323 through 380.
- (h) Lots on which the storage of one RV on the rear forty (40) feet is permitted are lot Numbers 178, 179, 272 through 292, 381 and 382. Any RV stored on any one of these lots may not be used for residential purposes or occupied as living quarters in any manner whatsoever. The provision is for storage only. Said RV shall be maintained in a movable condition at all times and wheels and axles shall not be removed (except pickup campers).
- (i) There shall be no garage or outbuilding, attached or detached, permitted on any lot with any door that exceeds nine (9) feet in height.

6.3 TEMPORARY STRUCTURES

No temporary structures are allowed.

6.4 STORAGE

No water craft of any kind, boat, boat trailer, truck, heavy equipment or utility trailer may be temporarily or permanently parked or openly stored on any lot except for loading or unloading. Boats and their trailers and utility trailers may be stored in closed garages or sheds. Only one RV may be parked or stored on developed lots normally used as a developed RV residence. Only one RV may be stored on lots designated for storage on the back forty (40) feet. No Motor Home, 5th wheel or any type of towed recreational vehicle may be parked or stored on an undeveloped lot. Storage of an RV on a developed RV lot is permissible.

6.5 PLACEMENT

Placement of all Mobile Homes, Manufactured Homes, Park Models, or structures must comply with the easement requirements recorded in the Plats of Pharr South Subdivision No. 1, No. 2, and No. 3 as registered with the map records of Kelly-Pharr Subdivision, City of Pharr, Hidalgo County, Texas. The above items must be approved by a permit from THE ASSOCIATION.

An RV and any slide outs must follow the same placement rules as in the first paragraph except that no permit is required.

6.6 OFF STREET PARKING

Each OWNER shall within thirty (30) days after a Mobile Home or Manufactured House or RV is placed on a lot, provide a driveway and a hard surfaced parking facility for off street parking for such OWNER'S vehicles and for vehicles of guests. This restriction shall not prohibit guests of OWNER from parking on a street for a reasonable time set by THE ASSOCIATION. OWNERS or their guests may not park on the front lawn grass or rock of any lot.

6.7 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 or neighbors. No firearms shall be discharged, no repair work; dismantling or assembling of motor vehicles, boats, trailer or other machinery or equipment shall be permitted in any street, driveway or yard adjacent to a street, or in the COMMON AREA. Light tune-ups or “tinkering” is permitted on OWNERS driveway if not objectionable to neighbors.

6.8 SIGNS

No sign of any kind shall be displayed in public view, on any lot or structure except as follows:

(a) Owners desiring to sell their property may place their LOT number in the front window in red numbers on white background with a sign dimension of 8 ½ by 14 inches. Houses without front windows may have the sign affixed to the front of the building. Rent signs cannot be posted in this manner. Undeveloped lots may post the sign on the front of the lot upon a secure stake. Owner properties for sale or rent can also be posted on a bulletin board located in the recreational building. Occupant Name and State signs on the front of a building or lot are permitted. No For Sale signs may be posted on vehicles or RV’s for sale. No Sale signs of any kind shall be posted or made visible from perimeter streets of the Subdivision.

(b) Signs advertising a political candidate, or ballot item, for an election.

1. Must not be displayed more than 90 days before the date of election to which the sign relates: or
2. Must be removed before the 10th day after that election date.
3. Must be ground mounted.
4. Limited to one sign for each candidate or ballot item.
5. Must not contain roofing material, siding, paving materials, flora, balloons, lights or any other similar building, landscaping, or nonstandard decorative component.
6. Must not be attached in any way to plant material, traffic control devices, a light, a trailer, a vehicle or any other existing structure or object.
7. Does not include the painting of architectural surfaces.
8. Does not threaten the public health or safety.
9. Is not larger than four feet by six feet.
10. Does not violate a law.

11. Does not contain language, graphics or any display that would be offensive to the ordinary person, or

12. Is not accompanied by music or other sounds or by streamers or is otherwise distracting to motorist.

(c) As may be amended from time to time in accordance with Section 202.009 of the Texas Residential Property Owners Protection Act, of the Texas Property Code.

6.9 SALE OF MERCHANDISE

Garage sales, yard sales and estate sales are prohibited as are real estate sales by auction. THE ASSOCIATION shall provide for sale opportunities in the recreational building, open to the public, to give owners an opportunity to sell personal merchandise for disposal. No merchandise for sale shall be displayed or advertised on any lot.

6.10 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.

6.11 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 and are not kept, bred or maintained for any commercial purposes. All pets are to be maintained and controlled as outlined in rules published by THE ASSOCIATION. All pets must be kept on a leash when not confined to owner's lot. Pets are not allowed in or upon the sidewalks or in any space within the COMMON AREA, excluding streets.

6.12 GARBAGE AND REFUSE DISPOSAL

No lot shall be used as a dumping ground for rubbish, junk, inoperative household appliances, and furniture or brush cuttings. Building material refuse must be disposed of by contractors or by the lot OWNER. Trash, garbage or other waste will be picked up by the City of Pharr

according to their schedule and regulations. Violators will be subject to fines established by THE ASSOCIATION.

6.13 OBSTRUCTION OF SIGHT LINES

No fence, wall, or hedge, shall be built, or maintained nearer than ten (10) feet to the front curb line of any lot or side curb line on corner lots. An exception shall be made in the case of retaining walls of not over twelve (12) inches 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. No mail box or newspaper box will be permitted within the COMMON AREA of any street.

6.14 OWNERS MAINTENANCE OF EQUIPMENT AND UTILITY LINES

The OWNER shall assure that the following equipment and utility lines located outside the Mobile Home or RV situated on OWNER'S lot are maintained and kept in repair:

- All sanitary sewer lines and connections
- All electric power service lines and conductors
- Water lines, unless located on Common Property
- Electric current breakers, natural gas, butane and/or similar fuel and power lines.

6.15 OWNER'S MAINTENANCE OF YARD

The OWNER shall keep and maintain his yard (including the area between the lot line and the curb), all space at the front and rear of the lot in good condition with evidence of a kept yard. Yards consisting of voluntary weeds or base areas are not permitted. Grass yards will be kept cut and not allow an excess amount of weeds or undergrowth to grow on the lot. In the event the OWNER fails to keep this condition and covenant THE ASSOCIATION is authorized to have the grass or weeds cut on the OWNER'S yard and the OWNER agrees to reimburse THE ASSOCIATION for the cost thereof. This application applies to yards covered with rock. The OWNER shall additionally, promptly remove any debris, trash or residue from the lot that was caused by a storm or fire.

6.16 OWNER'S MAINTENANCE OF MOBILE HOME AND ACCESSORY BUILDINGS

All Mobile Homes, Manufactured Homes or Park Models shall have skirting installed within thirty (30) days after the unit is placed on the lot, and the *bottom edge of the unit must be in accordance with manufacturers' recommendations*. The OWNER shall maintain and keep in good repair and condition the Mobile Home, Manufactured Home, Park Model or RV and any and all accessory buildings, or structures appurtenant thereto, and further agrees to promptly repair any damage to the Mobile Home, RV, or such structures, caused by storms, hail, fire or other acts of God, or which may be caused from general wear and tear.

6.17 INFRINGEMENT

An OWNER shall do no act, nor any work that will impair the structural soundness or integrity of another Mobile Home, Manufactured House, Park Model or RV or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other units heretofore mentioned to their OWNERS.

ARTICLE VII

EASEMENTS

7.1 CONSTRUCTION

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

7.2 UTILITY, EMERGENCY AND ASSOCIATION

There is hereby created a blanket easement upon, across, over and under all of the properties for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electric and/or Telephone Company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and

maintain electrical and/or telephone 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 ASSOCIATION or thereafter approved by THE ASSOCIATION. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, ASSOCIATION 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 easement on said premises.

ARTICLE VIII

MANAGEMENT OF SUBDIVISION

8.1 THE ASSOCIATION shall have the responsibility and authority to prescribe Rules and Regulations covering use of the COMMON AREAS, streets, utilities and any other portions of the Subdivision including the perimeter fence. THE ASSOCIATION shall have authority to establish fines for violation of any of these Covenants or published rules. Fines should be sufficiently punitive to promote adherence to the covenants, bylaws and published rules. Any unpaid fines will be adjudicated the same as unpaid dues.

8.2 When the PROPERTY OWNERS ASSOCIATION assumed management of the Subdivision from CUMMINGS AND PERRY, a Texas Corporation, BY-LAWS were formed and adopted to be followed in the management of THE ASSOCIATION. The affairs of this ASSOCIATION shall be managed by a board of nine (9) Directors, who must be members of THE ASSOCIATION. These BY-LAWS, as amended, are declared to be in full force.

8.3 **INSURANCE**

- (a) ASSOCIATION will obtain and continue in effect blanket property insurance to insure the buildings and structures in the COMMON AREA and THE ASSOCIATION 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) ASSOCIATION will obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring THE ASSOCIATION, agent, and employees, Members of the Board of Directors and each OWNER, from and against liability in connection with the COMMON AREA.

- (c) Each OWNER shall be responsible at his own expense and cost for his own personal insurance on the Mobile Home, Manufactured House or RV, any garage, shed, utility building and any additions and improvements including decorations, furnishings, personal property therein, and personal liability.

ARTICLE IX

GENERAL PROVISIONS

9.1 ENFORCEMENT

THE ASSOCIATION, 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. Failure by 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.

9.2 SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions that shall remain in full force and effect.

9.3 AMENDMENT

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of filing of this Declaration, after which said covenants shall be automatically extended in successive period of ten (10) years. This Declaration may be amended by an instrument signed by the Owners of not less than sixty-five percent (65%) of the lots. This Amended and Restated Declaration shall be effective on the date of recording in the Official Records of Hidalgo County, Texas. All members will be furnished with a copy of this instrument.

ARTICLE X

PRECEDENCE

This Declaration of Covenants, Conditions and Restrictions of Pharr South Subdivision Unit No. 1, Pharr South Subdivision Unit No. 2, and Pharr South Subdivision Unit No. 3, Hidalgo County, Texas may be amended from time to time in accordance with Chapter 202 and 209 of the The Texas Residential Property Owners Protection Act, of the Texas Property Code. The Texas Residential Property Owners Protection Act, of the Texas Property Code takes precedence and supersedes any and all articles written herein.

IN WITNESS WHEREOF, the undersigned being THE ASSOCIATION herein has hereunto set hand and seal this _____ day of _____, 20_____.

ATTEST: PHARR SOUTH PROPERTY OWNERS ASSOCIATION,
Texas Non-Profit Corporation

By: _____ By: _____
SECRETARY PRESIDENT

THE STATE OF TEXAS {

COUNTY OF HIDALGO {

This instrument was acknowledged before me on the ____ day of _____, 20_____ by _____, President of PHARR SOUTH PROPERTY OWNERS ASSOCIATION, A Texas Non-Profit Corporation, on behalf of said corporation.

Notary Public, State of Texas