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

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STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CANTON HEIGHTS SUBDIVISION

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HIDALGO §

WHEREAS, Alpha Maverick Development, LLC, a Texas limited liability company. and Alpha Maverick Development Phase III, LLC, a Texas limited liability company (hereinafter collectively referred to as "Declarant"), is the Owner in fee simple of certain real property located in Hidalgo County, Texas to wit:

> **All of Lots 1 thru 54, inclusive of "CANTON HEIGHTS NO. 2 SUBDIVISION," an addition to the City of Edinburg, Hidalgo County, Texas, according to the Map or Plat thereof, recorded in Instrument Number 3333899 of the Map Records of Hidalgo County, Texas and "CANTON HEIGHTS NO. 3 SUBDIVISION," an addition to the City of Edinburg, Hidalgo County, Texas, according to the Map or Plat thereof, recorded in Instrument Number 3333934 of the Map Records of Hidalgo County, Texas (collectively, the "Subdivision", "Subdivision Plat" or "Property")**

WHEREAS, Declarant desires to subject all of the 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;

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 l. **"Association"** shall mean and refer to **Canton Heights Subdivision HOA, Inc.**, a Texas non-profit corporation, its successors and assigns, or replacements which is, or will be, formed by the Owners for the purpose of enforcing the covenants, restrictions an agreements set forth herein.

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.

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 Subdivision which are not otherwise located within or on a part of any Lot, as set forth on the plat or map of the Subdivision 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, the detention area and all landscaping and area lights provided by the Declarant for the benefit of the Subdivision.

Section 6. "**Declarant**" shall mean and refer to Alpha Maverick Development, LLC, a Texas limited liability company and Alpha Maverick Development Phase III, LLC, a Texas limited liability company, its successors and assigns, in its capacity as the developers of the Subdivision.

Section 7. "**Lot**" shall mean any of the fifty-four (54) numbered plots of land, as shown on the recorded Subdivision maps referred to above with the exception of the Common Areas.

Section 8. "**Maintenance**" shall mean the exercise of reasonable care to keep buildings, streets and alleys, curbs, fences, (unless damaged by the corresponding lot owner, who would be required to immediately correct the fence at the corresponding lot owner's own expense), constructed by the Declarant only, 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 tree environment for optimum plant growth.

Section 9. "**Member**" shall mean every person or entity who holds membership in the Association as set out in Article II.

Section 10. "**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 named as a party in any pending legal action, suit or proceeding involving an

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

Section 12. "**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 13. "**Residence**" shall mean a detached building designed for and used as a dwelling by a single family and constructed on one or more Lots.

Section 14. "**Structure**" shall mean any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

Section 15. "**Subdivision**" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

ARTICLE II
ASSOCIATION MEMBERSHIP, VOTING RIGHTS AND POWERS

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 one vote per Lot. Membership shall be appurtenances to and may not be separated from ownership of a Lot.

Section 2. "**Voting Rights**" The Association shall have two (2) class of voting members as follows:

Class A. Class A members shall be all Owners with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons 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 vote be cast with respect to any Lot owned by Class A members. Provided, however, that any member who has failed to timely pay homeowner's association dues/assessments shall not be entitled to vote. Voting rights shall be restored to a Member once all past due assessments have been paid.

Class B. The Class B member shall be Declarant, who shall be entitled to exercise ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership are equal to or greater than the total votes outstanding in the Class B membership, or on December 31, 2024, whichever comes first.

Section 3. **"Powers"** Association shall have all of the powers of a nonprofit corporation organized under the Business Organizations Code of the State of Texas, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Certificate of Formation, the Bylaws, or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Certificate of Formation and the Bylaws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including without limitation the following powers: to own real and personal property, to open bank accounts, to enforce this Declaration as heroin provided, to obtain a policy or policies of insurance insuring the Association and its members, to make physical improvements to the Common Areas as the Association shall deem to be in the best interest of the Subdivision and the Owners, to contract for legal, accounting and other professional services, to contract for security, paving, landscaping and/or any other services, to borrow funds, to employ employees directly or through an operator, to bring an action(s) for injunctive relief
and/or damages against any Owner for failure to comply with any Article and/or Section herein, and to otherwise do that which it believes necessary to protect or defend the Common Areas and facilities located therein, the Association and/or any of its properties from loss or damage, by suit or otherwise.

Section 4. **"Board of Directors"** The affairs of the Association shall be managed by a Board of Directors which will be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association. The number of directors and the initial members of the Board of Directors shall be as set forth in the Certificate of Formation of the Association.

ARTICLE III
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 assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' 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 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 and 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) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Areas.

(c) Acquisition of furnishings and equipment for the Common Areas as may be determined by the Association.

(d) Maintenance and repair of all structures in the Common Areas, including, but not limited to fences, sprinkler systems, street lighting, subdivision signs within the confines of the Subdivision and/or any Maintenance and repair required by the City of Edinburg.

(e) Fire insurance, if obtainable, covering the full insurable replacement value of the improvements in the Common Areas with extended coverage.

(f) 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 discretion of the Association.

(g) Workmen's compensation Insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Association.

(h) A standard fidelity bond covering all Members of the Association 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 Owner, 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 and repair.

(l) In addition to the expenses for actual maintenance, the Association may assess a charge for reserve for purposes of making capital improvements for the Subdivision streets or for the Common areas including but not limited to the Subdivision street(s), gate(s) and the perimeter fence constructed by the Declarant and the detention area constructed by the Declarant.

Section 3. "**Fixing of and Maximum Annual Assessments**"

(a) Until further notice, the maximum annual assessment shall be Five Hundred and Fifty Dollars ($550.00) per Lot per year, payable yearly, quarterly, or monthly, as deemed appropriate by the Association.

(b) Commencing with May 1, 2022, and continuing thereafter, all assessments shall be fixed by the Association in advance and shall be due and payable on demand, 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 assessments in advance on either a monthly, annual 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 monthly, 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 May 1, 2022, the maximum annual assessment may be increased each year by not more than fifty percent (50%) above the maximum annual assessment for the previous year unless approved by a Majority Vote of the Members in Good Standing 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"** In addition to the 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, streets, alleys, gates, detention areas and/or utilities) on the Common Areas, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of Member.

Section 5. **"Notice and quorum for action authorized under Sections 3 and 4"** The number of votes present 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 front 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 assessments provided for therein shall commence as to all Lots (except as provided below herein) on 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 may be made payable monthly, quarterly or 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, 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 for any Lot owned. No Lot owned by Declarant shall be assessed nor shall Declarant be liable for any assessment described herein. Additionally, this exemption applies to any Lot owned by Declarant or conveyed to any Member of Declarant or to any other entity owned by any Member(s) of Declarant or if it is transferred by Declarant by gift, devise or descent or another transaction that does not involve the payment of consideration in any form.

Section 8. **"Effect of nonpayment of assessments, remedies of the Association"** Any assessment not paid within thirty (30) 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 at 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 with 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 judgment 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. **"Subordination of assessment lien to mortgages"** 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 payment which becomes due prior to such sale or transfer. No sale or transfer shall relieve such Lot form 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 IV
PROPERTY RIGHTS

Section 1. **"Owner's Easements 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 rule 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 purposes and subject to such conditions as my 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 appurtenant easements as between adjacent Lots and between each Lot and any portion or portions of the Common Areas adjacent thereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, 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 he 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 to 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 any 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 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.

Section 8. **"Detention Area"** The Association will maintain the detention area, if one is present on the Property.

ARTICLE V
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 or commercial 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 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.

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

(a) **Single Story Residence**. Any single story residence constructed on said Lots must not be less than One Thousand Seven Hundred Fifty (1,750) square feet of air conditioned living area, exclusive of open or screened porches, terraces, patios, driveways, and garages.

(b) **Two Story Residence**. Any two story residence constructed on said Lots must not be less than Two Thousand (2,000) square feet of air conditioned living area, exclusive of open or screened porches, terraces, patios, driveways, and garages. The ground floor living area of any two story residence shall not have less than One Thousand Five Hundred Fifty

(1,500) square feet of air conditioned living area, exclusive of open or screened porches, terraces, patios, driveways, and garages.

(c) **Exterior**. The exterior walls shall consist of stucco and stone construction only, being not more than ninety percent (90%) stucco construction and not more than sixty percent (60%) stone construction, with each color being of earth tones (a variation of brown and tan colors), as approved by the Committee. Blue, red, yellow or green stucco or stone colors are not allowed. Additionally, the front of each residence shall have at least fifteen percent (15%), but no more than fifty percent (50%) stone fascia, as approved by the Committee.

(d) The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated herein by reference.

(e) **Roof**. The roof slope shall be 6/12 or greater unless approved by the Declarant and/or the Committee. The roof shall be constructed of thirty (30) year composition shingle, clay, or concrete tile. Metal and wood roofs must be approved prior to construction by the Declarant and/or Committee. A sample of all roofing materials must be submitted to the Committee for approval prior to the commencement of construction. All roofs colors must be in brown or grey color family. No red, blue or other colors are permitted.

(f) **Plate**. The plate, as used in the construction industry, of each structure must be at least 9 feet in height.

(g) **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.

(h) **Septic Tanks**. No privy, cesspool or septic tank shall be placed or maintained on the Property.

(i) **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 street.

(j) **Statues**. No statues are permitted on the mailboxes or anywhere else in the front of the residence. Any statues are only allowed in the back yard, not visible from any street and only with prior written permission of the Architectural Committee.

(k) **Completion**. Construction time for any improvement upon a Lot, from beginning of construction activities to final completion, shall not exceed twelve (12) months. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within fourteen (14) months after the damage occurs, unless prevented by causes beyond the control of the owner.

(l) **Additional Specifications**. The specifications listed above are not an exhaustive list and additional specifications may be adopted by the Committee at any time.

Section 3. **"Setbacks"** All buildings and structures must be constructed, placed and maintained in conformity with the setback lines described in the Subdivision map and/or per City of Edinburg regulations. 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.

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 thereon as permitted by Sections 2 and 3 herein.

Section 5. **"Easements"** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Subdivision Plat. 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. No permanent structures shall be allowed within or over any easement.

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 fully completed, except as herein required. Nor 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 of any character shall be allowed on any Lot except one sign of no 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.

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 and 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.

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

Section 11. **"Fences, Walls, Hedges and Utility Meters"** All Lots must have a fenced in backed yard. No fence, wall, hedge or electric utility meter shall be placed or permitted to remain on any Lot nearer to the streets adjoining such Lot that is permitted for the main residence on such Lots or the actual front wall line, whichever is further from the street. All fences shall be constructed of western cedar, stucco or combination of stucco and cedar only. There shall be no chain-link, wrought iron or inferior constructed fences whatsoever, unless completely concealed within a fence constructed in accordance with this subparagraph. All cedar fencing shall be six (6") or eight (8") inch boards with a minimum height of six (6') feet with tops clipped two (2") inches on the top corners. There will be a maximum height of any fence of seven (7') feet, although a seven (7') foot stucco fence can be capped with the proper capping of no more than a six (6") inches in height. Fences constructed taller than the perimeter fence should slope and meet the height of the perimeter fence, the slope shall begin fifteen (15) feet from the perimeter fence. 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. **All fences and walls must be approved in advance by the Committee.** The Declarant is constructing a perimeter fence around the Subdivision which shall serve as the rear fence for each perimeter Lot. Each perimeter Lot Owner shall be responsible for repairing any damage to the perimeter fence caused by such Owner or Owner's agents. All front gates on any fence shall be constructed of metal or wrought iron, and must be approved in advance by the Committee. **All corner lots shall construct a fence on the side of the lot facing the street out of stucco that matches the finish and color of the residence and in accordance with the requirements of the Committee.**

Section 12. **"Trucks, Buses and Trailers"** 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. The Owner's personal vehicles shall be parked on their driveway or garage. Visitors may park their cars in front of the Owner's property but only while they visit and never for more than a week at a time. 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 home site, which is visible from any street, or other Lot unless it's 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. 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"** All residences erected on these Subdivision Lots must have at least a two-car, front entry garage, which garage must be attached and incorporated into the main structure. Provided, however, that the corner lots may have a two-car, side entry attached garage. No carports are allowed. All garages must be approved in advance by the Committee. Garage doors must be white or in the browns or greys. No black, red, blue or other colors are permitted.

Section17. **"Residential Landscaping"** Front yards of all dwellings which are not composed of sidewalks, driveways or areas consisting of shrubs, hedges, ground covers and trees shall be covered by a grass such as Coastal Bermuda or Saint Augustine or other commercially approved lawn grass. A sprinkler and/or irrigation system must be installed in the front yard of each Lot, including any flower beds. Front yards shall be landscaped in a professional manner, with shrubs, hedges and or ground covers and trees including but not limited to one (1) live oak tree of two (2") inch diameter and a minimum of seven (7') foot height will be required in the front yard of each Lot. The oak tree will be placed ten (l0.0') feet inside the property from the front property line. Each Owner shall maintain 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 any such shrubbery or trees shall be paid for by the 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 Committee or its agent(s) shall have the right at its option, to mow, shred or cut said vegetation, and to charge the Owners a reasonable fee. In the event that said fee remain unpaid for a period of thirty (30) days, the Declarant, 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 and shall be entitled to reasonable attorney's fees and costs of suit for prevailing in such an action.

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

Section 19. "**Driveways**" Driveways must be constructed of concrete, brick, or other material receiving the approval of the Committee. No asphalt driveways are allowed. Driveways must be stamped concrete and stained.

Section 20. "**Mail Boxes**" All mail boxes shall be of the same design and material as the Structure and placed in uniform form.

Section 21. "**Insurance**" Nothing shall be done or kept on a Lot or on the Common Areas which would increase the rate or 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 on any residence or on any part of the Common Areas, or which would be in violation of any law.

Section 22. "**Declarant's Special Rights**" Declarant or the transferees of Declarant shall undertake the work of developing all Lots included within the Subdivision. The completion of that work and the sale, rental, or other disposition of Lots is essential to the establishment and welfare of the Subdivision 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 going on any part of the Subdivision owned or controlled by Declarant or Declarant's transferees from going on any part or parts or the Subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may he 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 parts 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, Declarant's transferees or their representatives, the business of completing such work, the establishment of the Subdivision as a residential community, and the disposition 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 23. "**Model Homes**" Builders of homes in the subdivision may maintain model homes for marketing and displaying their homes. However, a model home may only be utilized as a model home for 24 months after completion. Any model homes must be constructed according to the specifications contained herein and approved by the Committee.

ARTICLE VI
OWNERS' 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, excepting only normal wear and tear.

ARTICLE VII
OWNERS' 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 eight (8) months after the 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 VIII
ARCHITECTURAL CONTROL

Section l. "**Architectural Control Committee**" Declarant shall designate and appoint the initial Architectural Control Committee ("Committee") consisting of three (3) adult persons (at the sole discretion of Declarant), which Committee shall serve until December 31, 2023. 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 December 31, 2023, the duties, rights, powers and authority of the Committee shall automatically transfer, without any further formality, to the Association. Further, any or all of 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, 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. Each Committee member shall have one (1) vote. Except in those instances in this Declaration where the unanimous action shall be taken or any decisions made by the Committee require the concurrence of not less than two (2) Committee members, a designated representative approved unanimously by all three (3) Committee members shall have the sole power to act on behalf of the Committee. The designated representative's power may be revoked by written communication to all Lot Owners. Each Committee member shall be entitled to receive (but may waive) not less than five (5) days written notice of each meeting of the Committee and of each action proposed to be taken and decision proposed to be made by the Committee (whether or not at a meeting).

Section 4. "**Approval of Plans and Specification**" No building, 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 the harmony of external design and location of such improvements in relation the surrounding structures and topography.

Section 5. "**Failure of Committee to Act**" In the event that any plans and specifications 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 IX
GENERAL PROVISIONS

Section 1. "**Enforcement**" Declarant, the Association, or any Owner, as defined herein and in the Master Declaration, 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 deemed a waiver of the right to do so thereafter.

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

Section 3. "**Amendments**"

(a) **Declarant**. So long as the Class B membership exists, 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 Class A Members, together with the Class B Member's vote, for so long as the Class B Membership shall exist. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed 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 wavier 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 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 periods of ten (l0) years, unless otherwise agreed to in writing by the then owner of at least fifty percent (50%) 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.

EXECUTED by the Declarant this 20th day of April, 2022.

Alpha Maverick Development, LLC,
a Texas Limited Liability company

By: _____
Omar H. Cerda, Member

By: _____
Jaime Cerda, Member

Maverick Valley Builders, LLC, a Texas limited liability company

By: _____
Michael A. Cantu, Sole Member

Alpha Maverick Development Phase III, LLC,
a Texas Limited Liability Company

By: _____
Michael A. Cantu, Member

By: _____
Jaime Cerda, Member

By: _____
Omar H. ~~Cerda~~ Cerda, Member
O.H.C.

By: _____
Omar Cano, Member

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

Acknowledged before me on the 13 day of May, 2022, by Omar H. Cerda, Member of Alpha Maverick Development, LLC, a Texas limited liability company, on behalf of said company.

CORINNA GARCIA
Notary Public
State of Texas
ID # 12393744-6
My Comm. Expires 08-03-2025

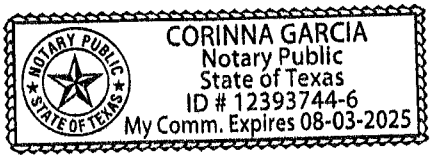
_____
Notary Public, State Of Texas

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

Acknowledged before me on the 13 day of May, 2022, by Jaime Cerda, Member of Alpha Maverick Development, LLC, a Texas limited liability company, on behalf of said company.



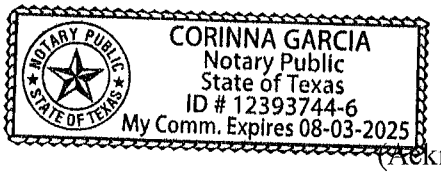
Notary Public, State Of Texas

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

Acknowledged before me on the 6 day of May, 2022, by Michael A. Cantu, Sole Member of Maverick Valley Builders, LLC, a Texas limited liability company, in its capacity as Member of Alpha Maverick Development, LLC, a Texas limited liability company, on behalf of said company.



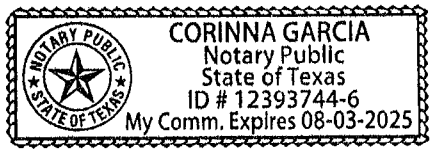
Notary Public, State Of Texas

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

Acknowledged before me on the 6 day of May, 2022, by Michael A. Cantu, Member of Alpha Maverick Development Phase III, LLC, a Texas limited liability company, on behalf of said company.



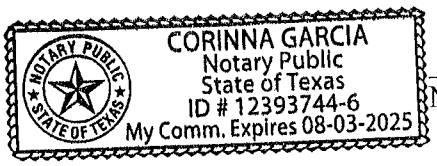
Notary Public, State Of Texas

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

Acknowledged before me on the 13 day of May, 2022, by Jaime Cerda, Member of Alpha Maverick Development Phase III, LLC, a Texas limited liability company, on behalf of said company.



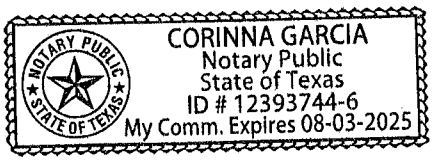
Notary Public, State Of Texas

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

Acknowledged before me on the 13 day of May, 2022, by Omar H. Cerda, Member of Alpha Maverick Development Phase III, LLC, a Texas limited liability company, on behalf of said company.



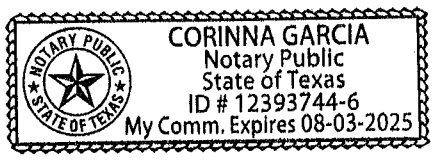
Notary Public, State Of Texas

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

Acknowledged before me on the 13 day of May, 2022, by Omar Cano, Member of Alpha Maverick Development Phase III, LLC, a Texas limited liability company, on behalf of said company.



Notary Public, State Of Texas

LIENHOLDERS' CONSENT

Executed by Marco Perez, SVP Commercial Lender of FIRST COMMUNITY BANK, this 6 day of May, 2022, for the purpose of evidencing the bank's consent to and agreement to be bound by the covenants and restrictions herein set forth, to the extent that FIRST COMMUNITY BANK currently holds alien on the Lots coveted by the terms of this Declaration.

FIRST COMMUNITY BANK

By: _____

Name: Marco Perez

Its: SVP