

VG-959-2023-3488779

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

Document No: 3488779

Billable Pages: 23

Recorded On: October 04, 2023 10:25 AM

Number of Pages: 24

DECLARATION

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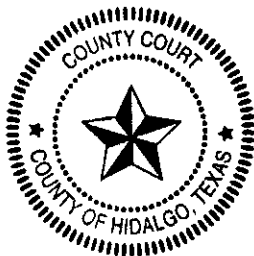
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Recorded On: October 04, 2023 10:25 AM
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STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
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Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS PALM HILLS SUBDIVISION

Date: August 8th, 2023

DECLARANT: GARMAN INVESTMENTS LP, a Texas Limited partnership
Address: 1007 SYCAMORE AVE MCALLEN TX 78501

PROPERTY OWNERS' ASSOCIATION: Palm Hills Subdivision Owners Association

Address: Palm Hills Subdivision Lots 1-33

Legal: KELLY PHARR TRACT E330'-W660' LOT 248 10AC GR 9.85AC NET

PROPERTY:

[Legal Description]

Palm Hills Subdivision, a subdivision located in the City of Pharr, Hidalgo County, Texas, according to the map or plat recorded under Document No. 3488798, Official Public Records of Hidalgo County, Texas, as more particularly described in the attached Exhibit "A".

I. Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.
2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.
3. Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.
2. Easements for installation and maintenance of utilities and drainage facilities are shown on the Plat. Within the easements, no structure, planting, or other material shall be placed or

utilities, or which may interfere with or change the direction or flow of drainage facilities in the easements. The easement area of each Lot and all improvements 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.

3. No Structure or Residence shall be built or maintained on any such easement, reservation, or right of way, and such easement, reservation, and right 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, 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 purposes for which such easements, reservations, and rights of way are reserved.
4. There shall exist an appurtenant easement of access to all Lots reserved to the City and County in which the Property lies for the use of city or county business by their personnel and equipment.
5. Easements and a right of access on the Lots affected by the construction and maintenance of the buffer fences, if applicable, between the single-family Lots and the multi-family Lots, which fences are constructed by the Association.
6. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.
7. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.
8. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.
9. 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 unwilful placement, settling, or shifting of improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the Dedicatory Instruments. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between the adjacent Lots and between each Lot and any adjacent portion of the Common Areas, along a perpendicular line to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of any person.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.
2. *Prohibited Activities.* Prohibited activities are:

- (a) any activity that is otherwise prohibited by the Dedicatory Instruments;
- (b) any illegal activity;
- (c) any nuisance, noxious, or offensive activity;
- (d) any dumping of rubbish, trash, garbage, or other waste;
- (e) any storage of:
 - (i) building materials except during the construction or renovation of a Residence or a Structure;
 - (ii) vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway or parking space or parking inside the subdivision.
 - (iii) any elevated tanks of any kind; or
 - (iv) unsightly objects unless completely shielded by a Structure;
- (f) any exploration for or extraction of minerals;
- (g) any keeping or raising of animals, livestock, or poultry, except for common domesticated household pets, such as dogs and cats, not to exceed three confined to a fenced yard or within the Residence;
- (h) any commercial or professional activity except reasonable home office use;
- ~~(i) the renting of a portion of a Residence or Structure;~~ INTENTIONALLY OMITTED
- (j) the drying of clothes in a manner that is visible from any street;
- (k) repairing or any maintenance of motorized vehicles;
- (l) installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- (m) moving a previously constructed house onto a Lot;
- (n) interfering with a drainage pattern without ACC approval;
- (o) hunting and shooting; and
- (p) occupying a Structure that does not comply with the construction standards of a Residence.

3. **Occupancy.** No Structure or Residence shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, except as required by this Declaration. Nor shall any Structure or Residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements of this Declaration, and all other covenants, conditions, reservations, and restrictions herein. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home, or other temporary structure shall be placed or erected upon any Lot.

4. *Insurance.* Nothing shall be done or kept on a Lot or on the Common Areas which would increase the rate of insurance premiums relating thereto without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on its Lot or the Common Areas which would result in the cancellation of insurance on any Residence or Structure or on any part of the Common Areas, or which would be in violation of any Regulation.
5. *Mailboxes.* All mailboxes shall be located in clusters in the area dedicated by Declarant.
6. *Parking.* In addition to complying with all applicable Regulations, Owners shall park vehicles in accordance with the Dedicatory Instruments.
7. *Signs.* To the extent permitted by Regulation, no sign of any character shall be allowed on any Lot, except one sign which is no greater than six square feet, advertising the Lot for sale or Unit for rent.
8. *Athletic Facilities.* Basketball goals, backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed on any Lot without the prior written approval of the ACC.

D. Construction and Maintenance Standards

1. Lots

- (a) *Consolidation of Lots.* No Owner of adjoining Lots, without ACC approval, may consolidate those Lots into one site for the construction of a Residence.
- (b) *Subdivision Prohibited.* No Lot may be further subdivided.
- (c) *Easements.* No easement in a Lot may be granted without ACC approval.
- (d) *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.
- (e) *Sprinkler System.* Each Owner shall install an automatic outdoor water sprinkler system for the Lot and a separate water meter for such system.
- (f) *Septic.* No privy, cesspool, or septic tank shall be permitted or maintained on any Lot.

2. Residences and Structures

- (a) *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC, and in substantial conformity with the design plans attached as Exhibit "B".
- (b) *Maximum Height.* The maximum height of a Residence is forty feet above grade.

- (c) *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1,000 square feet.
- (d) *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.
- (e) *Garages and Carports.* Each Residence must have at least a two-car garage or carport accessed by a driveway. The garage or carport may be a separate structure. Garages and carports shall comply with all Regulations.
- (f) *Obligation to Repair.* Each Owner shall, at its sole cost and expense, repair its Lot, Residence, and any Structures and improvements located thereon, keeping such in a condition comparable to the condition of such improvements at the time of initial construction, excepting only normal wear and tear.
- (g) *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within thirty days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within sixty days and the Lot restored to a clean and attractive condition.
- (h) *Obligation to Rebuild.* If all or any portion of a Residence is 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 months after the damage occurs and shall be completed within fourteen months after the damage occurs, unless prevented by cause beyond the control of the Owner. All plans for rebuilding must be approved by the ACC.
- (i) *Fences, Walls, and Hedges.* No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences that are approved by the ACC. No chain-link or wire fences are permitted. All fencing shall be six feet in height and maintained in accordance with the Dedicatory Instruments.
- (j) *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.
- (k) *Sidewalks.* When the Residence is constructed, the Lot must be improved with sidewalks connecting with the sidewalks on adjacent Lots.
- (l) *Landscaping.* Landscaping must be installed within ten days after occupancy and shall comply with the Dedicatory Instruments. The minimum landscaping is specified in the standards of the ACC.

Front yards of Lots shall be covered by grass, such as Coastal Bermuda or Saint Augustin or other commercially approved lawn grass, except as to such areas covered by sidewalks, driveways, shrubs, hedges, and trees. Front yards shall be landscaped in a professional manner with two trees natural or artificial on the front planters. Natural shrubs, hedges, and ground covers at landscape areas or minimum as per city code. Each Lot shall have a minimum of two trees: crape myrtles, palm trees, oak trees, or magnolia trees only, a minimum of two inches in diameter and a minimum of ten five-gallon shrubs.

Each Owner shall maintain trees and shrubbery and keep them disease free and healthy, and if any such tree either dies or becomes diseased or of unhealthy appearance, it shall be removed and a new tree shall be planted in its place. The cost of all such shrubbery and trees shall be paid solely by the Owner.

No Owner shall allow a Lot, whether vacant or improved, 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 such.

The ACC or its agent shall have the right, at its option but not the obligation, to mow, shred, or cut such vegetation, and to charge the Owner a reasonable fee. If such fee remains unpaid for thirty days, the Association shall have a valid and subsisting lien for such fee, and such lien may be perfected by filing an affidavit establishing such lien in the county official public records.

- (m) *Security Bars.* No security bars shall be permitted on doors or windows unless approved by the ACC.
- (n) *Fire Sprinkler Systems.* Fire sprinkler systems shall comply with Regulation.
- (o) *Clothes Lines.* No clothing or other materials shall be aired or dried within the boundaries of any Lot except in a Structure not visible from any street.
- (p) *Garbage Containers.* All equipment for the storage and disposal of garbage, trash, rubbish, and waste 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 a Lot. 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, and streets. Plans for all enclosures of this nature must be approved by the ACC prior to construction.

3. *Building Materials for Residences and Structures*

- (a) *Roofs.* Only composition or tile roofs may be used on Residences and Structures, unless otherwise approved by the ACC, constructed with a 30-year warranty or better quality. Roof color shall be limited to **Teak**. All roof stacks must be painted to match the roof color.

- (b) *Air Conditioning.* No evaporative cooler or air conditioner shall be placed, installed, or maintained on the roof of any Residence or Structure. Window- or wall-type air conditioners may not be used in a Residence.
- (c) *Exterior Walls.* All Residences must have at least one hundred percent of their exterior walls, as per exhibit A.
- (d) *Color.* Window trim, top molding, landscape areas, and entrance bottom block colors limited to Exhibit A. Window top accent color is limited to colors as Exhibit A. No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the ACC.
- (e) *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with concrete, unless otherwise approved by the ACC. Driveways and sidewalks may not be surfaced with dirt, gravel, shell, or crushed rock. Driveways and sidewalks must conform to all applicable Regulations and the Dedicatory Instruments.
- (f) *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.
- (g) *Completion.* Any construction of any improvement, Structure, or Residence which is commenced on any Lot must be completed on or before 250 days after its commencement. Commencement of construction of any improvement, Structure, or Residence requiring a foundation is deemed to be the date on which the foundation is poured or laid.
- (h) *Utility Lines and Antennas.* To the fullest extent permitted by Regulation, 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 shall be placed, allowed, or maintained upon any portion of a Lot, which is visible from any street or other Lot, unless it is impossible to receive such signal from such location; in such event, the receiving device may be placed in a visible location as approved by the ACC.

E. Property Owners Association

1. Establishment and Governance.

The Property Owners Association is established by filing its certificate of formation and is governed by the certificate, this Declaration, and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

2. Rules. The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:
 - (a) *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.
 - (b) *Class B.* The Class B Member is Declarant and has the number of votes for each Lot owned specified in the Bylaws. The Class B Membership ceases and converts to Class A Membership on the earlier of:
 - (i) when the Class A Members' votes exceed the total of Class B Member's votes or
 - (ii) December 31st, 2025.
4. *Right of Entry.* The Association, through its duly authorized employees, contractors, and delegated agents, shall have the right, after reasonable notice to the Owner, to enter such Owner's Lot at a reasonable hour on any day to perform such maintenance as may be authorized in the Dedicatory Instruments, save and except in case of an emergency which threatens life or property, in which case advance notice shall not be required.
5. *Limitation of Liability.* The Board shall have express authority to perform fact-finding functions and shall have the power to construe and interpret any use restriction covenant. Neither the Board, the ACC, the Declarant, nor any member thereof shall be liable in damages or otherwise to any Owner affected by the Dedicatory Instruments by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with governing the Association.

F. Architectural Control Committee

1. Establishment

- (a) *Purpose.* The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Dedicatory Instruments.
- (b) *Members.* The ACC consists of at least three persons appointed by the Board. The Board may remove or replace an ACC member at any time.
- (c) *Term.* ACC members serve until replaced by the Board or they resign.
- (d) *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards. Generally, these standards include:

- (i) The architectural and structural integrity of the design;
- (ii) Harmony and conformity of the design with the surroundings both natural and built;
- (iii) Adequacy of the design to conditions of the site;
- (iv) Relation of finished grades and elevations to neighboring sites;
- (v) Conformity to specific and general intent of these restrictions covering the particular platted unit of which the Lot in question forms a part; and
- (vi) Aesthetic considerations determined in the ACC's sole discretion.

2. *Plan Review*

- (a) *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.
- (b) *Procedures*
 - (i) *Complete Submission.* Within twenty days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.
 - (ii) *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within sixty days after complete submission, the submitted plans and specifications are deemed approved.
- (c) *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within ten days after the ACC's action. The Board shall determine the appeal within thirty days after timely notice of appeal is given. The determination by the Board is final.
- (d) *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.
- (e) *Variances.* Upon submission of a written request, the ACC may, in its sole discretion, permit an Owner to construct, erect, or install an improvement or enhancement which is in variance from the Dedicatory Instruments. In any case,

however, the subject of such requested variance must, in the ACC's sole discretion, blend effectively with the general style and design of the neighborhood and must not detrimentally affect the integrity of the Property or be unharmonious with the natural surroundings. Requests for variances shall be deemed to be disapproved if the ACC has not expressly and in writing approved such request within thirty days of the submission of such request. Each request shall be reviewed separately and apart from other requests and the grant of a variance of any one request shall not constitute waiver, condonation, or create any precedent of the ACC's right to strictly enforce the Dedicatory Instruments.

- (f) *No Liability.* The Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

G. Assessments

1. *Authority.* The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.
2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.
3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by the Declarant and assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.
4. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.
5. *Regular Assessments*
 - (a) *Rate.* Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Property Owners Association.
 - (b) *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.
 - (c) *Maximum Rate.* The maximum annual assessment shall be \$750 per Lot.
 - (d) *Collections.* Regular Assessments will be collected monthly in advance, payable on the first day of the month and on the same day of each succeeding month. No

Owner may waive or otherwise avoid liability for Assessments on its Lot by non-use of the Common Areas or abandonment of its Lot.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.
7. *Approval of Special Assessments.* Any Special Assessment must be approved by a two-thirds vote at a meeting of the Members in accordance with the Bylaws.
8. *Fines.* The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.
9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to Assessments due before the foreclosure.
10. *Delinquent Assessments.* Any Assessment not paid within thirty days after it is due is delinquent.

H. Remedial Rights

1. *Late Charges and Interest.* A late charge of ten percent of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the maximum rate allowable by law. The Board may change the late charge and the interest rate.
2. *Costs, Attorney's Fees, and Expenses.* If the Association complies with all applicable notice requirements, an Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent Assessments, foreclosing the Association's lien, and enforcing the Dedicatory Instruments.
3. *Judicial Enforcement.* The Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.
4. *Remedy of Violations.* The Association may access an Owner's Lot to remedy a violation of the Dedicatory Instruments.
5. *Suspension of Rights.* If an Owner violates the Dedicatory Instruments, the Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law until the violation is cured.

6. *Damage to Property.* An Owner is liable to the Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

I. Common Area

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Association to:
 - (a) charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;
 - (b) suspend an Owner's rights under the Dedicatory Instruments;
 - (c) grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
 - (d) dedicate or convey any of the Common Area for public purposes, on approval by a vote of two-thirds of the Members at a meeting in accordance with the Bylaws.
2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Dedicatory Instruments.
3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.
4. *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 Property or any part thereof, seek judicial partition.

J. 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 multi-family community. In order that such work may be completed and the Subdivision be established as a fully occupied multi-family community as soon as possible, nothing in this Declaration shall be understood or constructed to:

1. Prevent Declarant, Declarant's transferees, or the employees, contractors or subcontractors of Declarant or Declarant's transferees from doing on any part or part of the Property owned or controlled by Declarant or Declarant's transferees from doing on any part or parts of the Subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;
2. 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 multi-family community and the disposition of Lots by sale, lease or otherwise;

3. 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 transferee or their representatives, the business of completing such work of establishing the Subdivision as a multi-family community and of disposing of Lots by sale, lease or otherwise; or
4. 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.

II. Term

This Declaration runs with the land and is binding for a term of thirty years. Thereafter this Declaration automatically continues for successive terms of ten years each, unless within nine months before the end of a term greater than fifty percent of the Members at a meeting in accordance with the Bylaws elect not to extend the term. An instrument reflecting the extension will be signed by the Association and recorded.

III. Annexation of Additional Property

On written approval of the Board and not less than ninety percent of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on such property.

IV. No Waiver

Failure by the Association or an Owner to enforce the Dedicatory Instruments is not a waiver. Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise any particular remedy or enforce any provision of this Declaration shall not constitute a waiver of that remedy or right to enforce that provision, or any other remedy or provision, and shall not be construed as condonation of such failure.

V. Amendment

- A. This Declaration may be amended at any time by vote of at least sixty-six percent of the votes in the Association at a meeting in accordance with the Bylaws. An instrument containing the approved amendment will be signed by the Association and recorded.

- B. Notwithstanding the foregoing, so long as the Class B Membership exists, Declarant may unilaterally amend this Declaration and the Dedicatory Instruments for any purpose. Thereafter, Declarant may unilaterally amend this Declaration and the Dedicatory Instruments 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 Regulation, (ii) necessary to enable any reputable title 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.
- C. Further, so long as Declarant owns any portion of the Property for development, Declarant may unilaterally amend this Declaration and the Dedicatory Instruments for other purposes, provided that such amendment has no material adverse effect upon the rights of any Owner.
- D. No amendment may remove, revoke, or modify any right or privilege of Declarant without the consent of Declarant.

VI. Notices

Any notice required or permitted by the Dedicatory Instruments must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail or electronic mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member, at the Member's last known address according to the Association's records, and the Association, the Board, the ACC, or a managing agent at the Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

VII. General Provisions

A. Construction

The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose.

1. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in the Governing Documents, provided that any correction must not impair or affect a vested property right of any Owner.
2. *Number, Gender, and Headings.* As used in this Declaration, when context requires, capitalized terms, singular nouns, and pronouns include the plural and possessive, and reference to each gender shall include all others. The headings referenced herein are for convenience purposes only, do not constitute a part of this Declaration, and will not be deemed to limit or affect any of its provisions.
3. *Severability.* To the extent permitted by Regulation, any provision of law that would render any provision of this Declaration invalid or otherwise unenforceable in any respect is hereby waived. In the event that any provision of this Declaration is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated to the minimum

extent necessary and will not affect the validity and enforceability of any remaining provisions.

4. *Conflict.* This Declaration controls over the other Dedicatory Instruments.

B. Definitions

“ACC” means the Architectural Control Committee established in this Declaration.

“Assessment” means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

“Association” means the Property Owners Association.

“Board” means the Board of Directors of the Property Owners Association.

“Bylaws” means the Bylaws of the Property Owners Association adopted by the Board.

“Common Area” means all property within the Subdivision not designated as a Lot on the plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners Association.

“Covenants” means the covenants, conditions, and restrictions contained in this Declaration.

“Declarant” means GARMAN INVESTMENTS LP, a Texas limited partnership, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

“Easements” means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

“Dedicatory Instruments” means this Declaration and the certificate of formation, Bylaws, rules of the Property Owners Association, and standards of the ACC, as may be amended and supplemented.

“Lot” means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

“Member” means Owner.

“Owner” means every record Owner of a fee interest in a Lot.

“Plat” means the Plat of the Property recorded in Document No. 3220279 of the Official Public Records of Hidalgo County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

“Residence” means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

“Regulation” means any applicable law, statute, regulation, ordinance, rule, order, decree, or ruling as set forth by any Regulatory Authority.

“Regulatory Authority” means any applicable federal, state, provincial, territorial, canton, parish, local, or other legal, governmental, judicial, administrative, or regulatory authority exercising proper jurisdiction over the Property, the Declarant, the Association, or the Board.

“Single Family” means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

“Structure” means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

“Subdivision” means the Property covered by the Plat and any additional property made subject to this Declaration.

“Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

[Signature Page Follows]

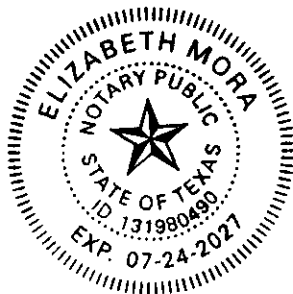
Signed this 14 day of September, 2023.

DECLARANT
GARMAN INVESTMENTS LP
A TEXAS LIMITED PARTNERSHIP

By: [Signature]
As: Member Irene Uribe

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this 14th of September, 2023 by Elizabeth Mora, as Irene Uribe of GARMAN INVESTMENTS LP, a Texas limited partnership, on behalf of said partnership.



[Signature]
Notary Public, State of Texas
ID #131980490

EXHIBIT "A"
LEGAL DESCRIPTION

KELLY PHARR TRACT E330'-W660' LOT 248 10AC GR 9.85AC NET

[metes-and-bounds from plat]

EXHIBIT "B"
DESIGN

PALM HILLS ELEVATIONS AND COLORS EXHIBIT DESIGN

Front Elevation windows to be one custom window or two single white frame windows next to each other 30-50 each a total pf 60-50 per window set. With 2 sets per side of building as elevation.

Stucco color Sherwin Williams Snow Bound (White stucco) for perimeter and front.

Dark columns and connection section: Stucco Cantera finish **SW 7018 Dovetail Number: 244-C5**

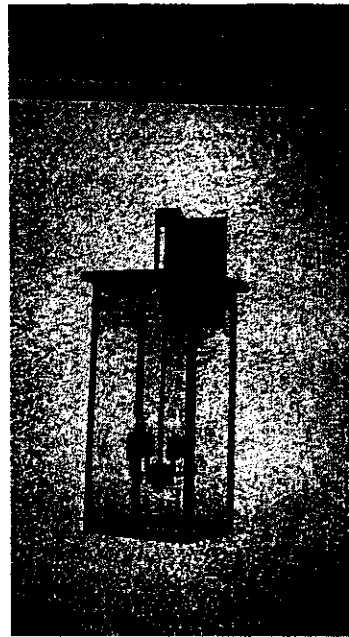
Roof: Black Onyx

Sofit, Ledge over windows and Top Trimm Stucco and Planters: **SW 7020 Black Fox**

30 year shingles for roof

Lighting: HOME DEPOT 25"-27" wall sconces on front elevation

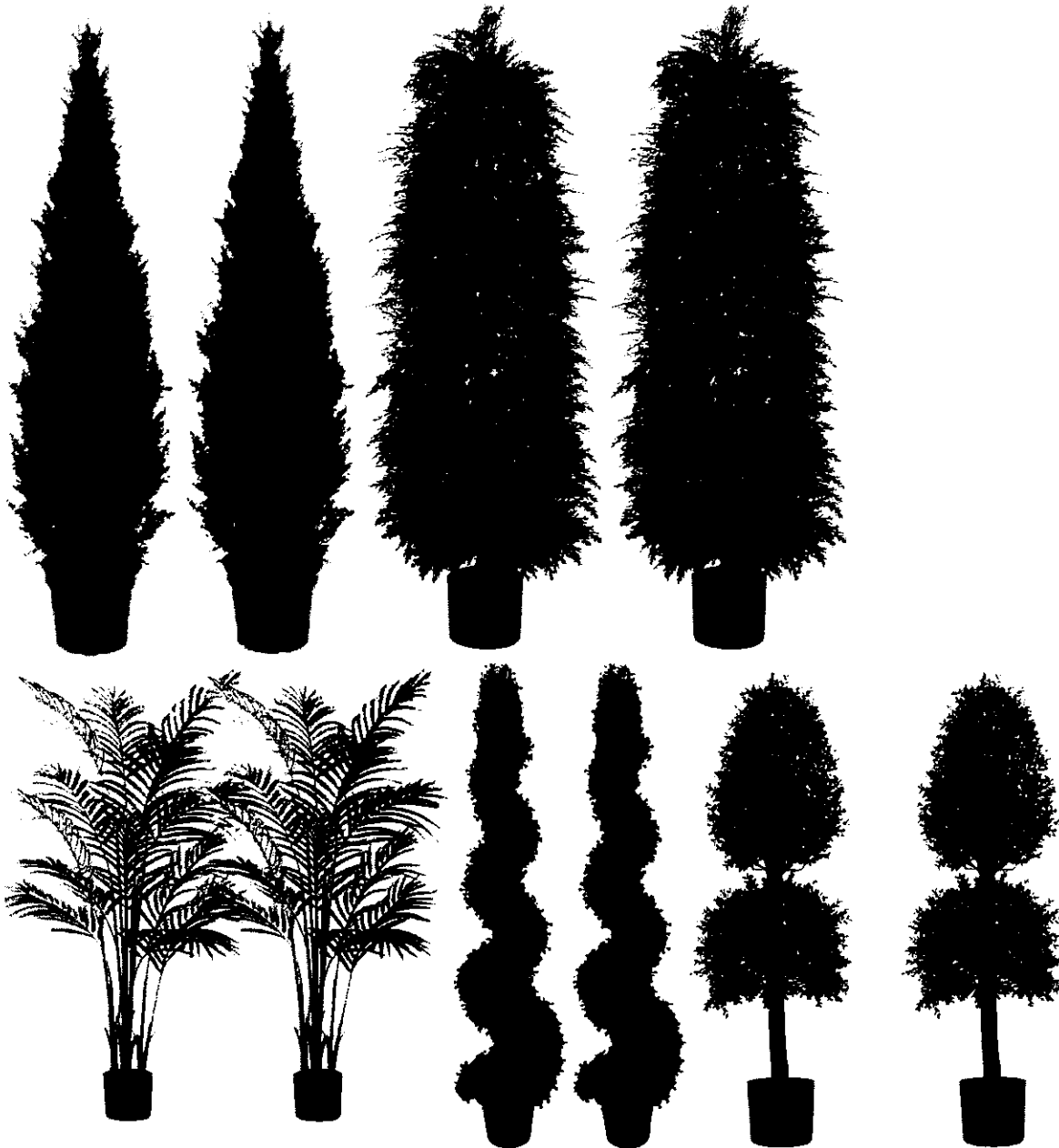
27 in. 4-Light Powder Coat Black Outdoor Wall-Light Sconce with Clear Glass
by Millennium Lighting or 2-Light Imperial Black Outdoor Wall Lantern Sconce



Covered parking metal color: SW Snow Bound

PALM HILLS ELEVATIONS AND COLORS EXHIBIT DESIGN

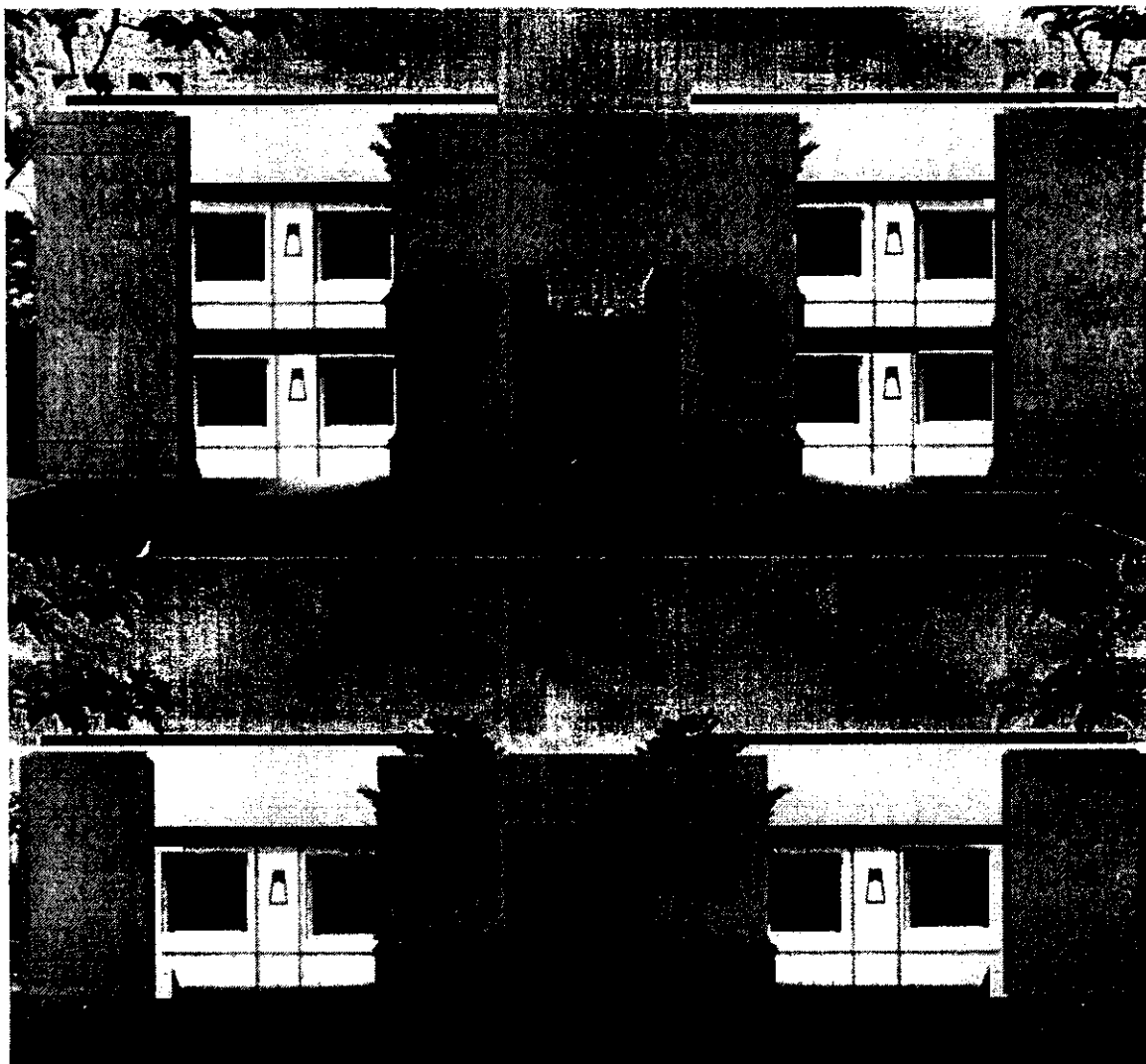
Planters should have mandatory natural or artificial trees, topiaries, palm trees or Shrub. At least 4' tall. Amazon as optional vendor outdoor UV Resistant by set:



Elevations:



PALM HILLS ELEVATIONS AND COLORS EXHIBIT DESIGN



PALM HILLS ELEVATIONS AND COLORS EXHIBIT DESIGN

