

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

Document No: 3700991

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DECLARATION

*****Examined and Charged as Follows*****

Total Recording: \$ 83.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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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

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR WALKER ESTATES SUBDIVISION

Basic Information

Date: October 6th, 2025

Declarant: Sheldon Bentley Nelson, as Independent Executor of the Estate of William Rae Nelson,
Deceased

Declarant's Address: Sheldon Bentley Nelson
c/o: Atlas, Hall & Rodriguez, LLP
Attn: Joshua Cummings
818 W. Pecan Blvd.
McAllen, TX 78501

Property Owners' Association: Walker Estates Property Owners' Association, a Texas nonprofit
corporation ("Association")

Association's Address: 5111 N 10th St. No. 213
McAllen, Texas 78504

Property: All lots of Walker Estates Subdivision, save and except Lot 105, according to the plat
recorded in Volume 51, Pages 138–140, Map Records, Hidalgo County, Texas, and any
replats/amendments,

This Amended and Restated Declaration amends, restates in its entirety, and supersedes
that certain Declaration of Covenants, Conditions and Restrictions for Walker Estates Subdivision
recorded November 8, 2006, as Instrument No. 2006-1684859, Official Records, Hidalgo County,
Texas, as previously amended (collectively, the "Prior Declaration"). From and after recordation
of this instrument, the Prior Declaration is replaced and of no further force or effect, except as to
matters vested or preserved by law.

Definitions

"ACC" means the Architectural Control Committee established in this Declaration.

"Assessment" means any amount due to the Association by an Owner or levied against an Owner
by the Association under this Declaration, including Regular Assessments, Special Assessments,
and fines.

"Board" means the Board of Directors of the Association.

"Bylaws" means the Bylaws of the Association adopted by the Board.

“Common Area” means all property within the Subdivision not designated as a Lot on the Plat and not accepted for maintenance by a governmental body, that is or will be conveyed to the Association.

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

“Dedicator Instruments” means this Declaration and the certificate of formation (if any), Bylaws, rules, and ACC standards of the Association, as amended. “Easements” means easements within the Property shown on the Plat or of record.

“Lot” means each tract designated as a lot on the Plat, excluding the Common Area and Lot 105.

“Member” means Owner.

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

“Plat” means the Plat of the Property recorded as provided above, and any amendment or replat made in accordance with this Declaration.

“Renting” means granting the right to occupy and use a Residence or Structure in exchange for consideration.

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

“Short Term Renting” means Renting for a period of time less than thirty (30) consecutive days.

“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 any 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, save and except Lot 105.

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

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and occupants agree that the Subdivision is subject to the Covenants by acceptance of deeds, leases, or occupancy.
2. The Covenants establish a uniform plan for development and use of the Subdivision, run with the land, and bind all Owners, occupants, and other persons with an interest in a Lot.
3. Each Owner and occupant agrees to comply with the Dedicatory Instruments; failure to comply may subject the violator to fines, amounts due to the Association, damages, and/or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters of record affecting the Property are incorporated into this Declaration.
2. An Owner may use the portion of a Lot within an Easement for uses that do not interfere with the Easement or damage facilities; Owners do not own utility facilities within Easements.
3. Declarant and Easement holders are not liable for damage to landscaping or Structures in an Easement.
4. Declarant and Easement holders may install, maintain, and connect facilities in Easements.

C. Use and Activities

1. Permitted Use. A Lot may be used only for an approved Residence and approved Structures for Single Family residential use.
2. Prohibited Activities. Prohibited activities include:
 - a. any activity prohibited by the Dedicatory Instruments or law;
 - b. any illegal, noxious, or offensive activity, or nuisance;
 - c. dumping rubbish or trash;
 - d. storage of (i) building materials except during active construction or renovation; (ii) Vehicles except vehicles in a garage/Structure or operable automobiles on a driveway; or (iii) unsightly objects unless completely screened by a Structure;
 - e. exploration for or extraction of minerals;
 - f. keeping or raising animals, livestock, or poultry except as allowed in Section C.3 (Animals);
 - g. commercial or professional activity except reasonable home-office use with no customer traffic and no external evidence of business;
 - h. Renting of a portion of a Residence or Structure (e.g., room-by-room or accessory short stays);
 - i. drying clothes visible from any street;
 - j. signs except (i) one sign not more than five (5) square feet advertising the Lot for sale and (ii) political signage permitted by law and the Dedicatory Instruments;
 - k. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
 - l. moving a previously constructed house onto a Lot;
 - m. interfering with drainage without ACC approval;

- n. hunting, shooting, or fireworks;
- o. occupying any Structure that does not comply with Residence construction standards;
- p. loud or disruptive activities audible beyond the Lot between 12:00 a.m. and 6:00 a.m., which are declared a nuisance and subject to fines;
- q. Short-Term Rental/Leasing. Short Term Renting is prohibited. No advertisement, listing, or offer for any rental of less than thirty (30) consecutive days is permitted. All leases must be in writing, for the entire Residence, and require tenant compliance with the Dedicatory Instruments. Owners are responsible for tenant violations and subject to fines and other remedies;
- r. parking or placing a truck (commercial), bus, trailer, boat, recreational vehicle (R.V.) commercial vehicle or equipment on any street in the Subdivision; and they shall not be permitted to be parked on any Lot except for construction and repair equipment while a residence or residences are being built or repaired on such Lot. No truck (commercial), bus, boat, R.V., or trailer shall be parked on the driveway or any portion of the Lot in such a manner as to be visible from any street in the Subdivision. Absolutely no vehicle repair services or storage of any vehicle on any lot within the Subdivision will be permitted. The determination of "commercial" shall be made by the Board in its sole discretion;
- s. Noxious activity. No noxious or offensive trade or activity shall be conducted upon any Lot or shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood. No profession, business, or commercial activity to which the general public is invited or allowed shall be conducted on any Lot; and
- t. the use or discharge of firearms, pellet or air guns, air rifles and the use of fireworks.

3. **Animals.**

- a. Only common domesticated household pets (e.g., dogs, cats) may be kept on a Lot, not to exceed three (3) in total, and only as household pets, not for breeding or commercial purposes.
- b. Pets must be kept within the Residence or a fenced rear yard, or on a leash under the control of a responsible person when outside. Owners must promptly remove and properly dispose of pet waste.
- c. Animals that create a nuisance (including habitual barking) or pose a danger are prohibited and may be required to be removed after notice and hearing in accordance with law.
- d. Livestock and poultry are prohibited. Pigs are not considered domesticated household pets.

D. Construction and Maintenance Standards

1. Lots

a. Consolidation of Lots. With ACC approval, an Owner of adjoining Lots may consolidate them for construction of one Residence.

b. Subdivision Prohibited. No Lot may be further subdivided.

c. Easements. No easement burdening a Lot may be granted without ACC approval.

d. Maintenance. Each Owner must keep the Lot, landscaping, Residence, and Structures in a neat, well-maintained, and attractive condition, including adjacent curb/gutter.

e. Every Owner is responsible to the Association and ACC for the actions of the contractor(s) they elect to use for the construction of their residence. Maintaining the cleanliness of the Subdivision is a major priority and absolutely no provisions within the resections will allow for a violation of any aspect of the conditions outlined herein. Before the approval of any plans by the ACC, all Owners will be required to submit the name of the contractor and such contractor's qualifications to the ACC to determine whether acceptance of such contractor will be granted or denied. Subject to approval of the contractor by the ACC, a notarized letter with the signature of both the Owner and the contractor accepting and agreeing to comply with the following conditions must be filed with the ACC before the commencement of construction:

- i. All light vehicular traffic will be confined to the Lot under construction and the streets,
- ii. Heavy vehicular traffic [cement truck (maximum 10 yards per load) and trucks used to deliver construction materials] will be subject to weight restrictions at all entrances.
- iii. All vehicles offloading materials with a forklift will do so on the construction site lot as opposed to the streets or Common Areas.
- iv. Cement disposal will be confined to the Lot under construction only and not within any other area of the Subdivision and must otherwise comply with all applicable laws and regulations.
- v. A serviced portable restroom unit or other similar facility must be provided on site from start to finish of construction.
- vi. A waste disposal container where all waste material can be retained and disposed of when full or as required must be on site prior to framing of house.
- vii. Contractor is liable for the waste disposal actions of the contractor's employees or subcontractors while in the Subdivision from start to finish daily.
- viii. Open trailers serving as trash retention containers must be removed from site daily.
- ix. At the end of each work day, all waste materials must be disposed of in the on site trailer or dumpster.

2. Residences and Structures

- a. **Aesthetic Compatibility.** All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.
- b. **Maximum Height.** The maximum height of a Residence is two (2) stories.
- c. **Minimum Area.** A one-story Residence must have at least 900 square feet of air-conditioned living area (exclusive of garages/porches). The ground floor of a two-story Residence must have at least 900 square feet of air-conditioned living area.
- d. **Location on Lot.** Setbacks and orientation must comply with the Plat and ACC standards. Outbuildings must not be visible from any street unless approved by the ACC. Except as specifically provided for herein, no structure shall be erected nearer than twenty feet (20') to the front line or side street nor with the building front farther from the front property line than fifty-five feet (55') nor closer than five feet (5') to the side interior building plot lines. No buildings, structures, outbuilding, and appurtenances shall be nearer than twenty feet (20') to any side street. All buildings, structures, fences, outbuildings, and appurtenances are subject to the setback restrictions set out in the plat of Subdivision. If two (2) or more lots, or portions thereof, are consolidated into a building site in conformity with this declaration, these setback provisions shall be applied to such resultant building site as if it were one (1) original platted lot.
- e. **Garages.** Each Residence must include at least a one-car garage (minimum 450 square feet). Open carports require ACC approval.
- f. **Damaged or Destroyed Improvements.** Damaged improvements must be repaired within a reasonable time set by the ACC; if not feasible, demolition and site restoration must occur within timeframes set by the ACC.
- g. **Fences/Walls/Hedges.** No fence/wall/hedge may be located forward of the front wall line of the Residence unless ACC approved. Materials must be as approved by the ACC.
- h. **Sight Lines.** No landscaping or Structure may obstruct traffic sight lines.
- i. **Sidewalks.** Sidewalks must be installed to connect with adjacent sidewalks as required by applicable ordinances and ACC standards.
- j. **Landscaping.** Landscaping must be installed within 120 days after occupancy to the minimum standard in ACC standards.
- k. **No outside toilets** will be permitted or shall be located or maintained on any Lot in the Subdivision except approved portable units during the construction of any Structure.

3. Building Materials

- a. **Roofs.** Only composition, wood shake shingles, mission tile, or metal roofs as approved by the ACC; roof stacks painted to match roof color. Composition roof must be 240 pounds per square or better; metal roof must be individually approved by the ACC based on color, design, and harmony with existing structures in the subdivision.

b. **Air Conditioning.** Window- or wall-type A/C units are prohibited unless screened as approved by the ACC.

c. **Exterior Walls.** At least sixty percent (60%) of exterior walls (excluding windows/doors) must be masonry or masonry veneer construction, brick, frame or other approved construction materials, which require the unanimous written consent of the ACC. No block or tile exterior walls shall be permitted unless stucco or plaster is applied as a finish prior to ACC approval. Such stucco or plaster must be a minimum 7/8" thick of harmonious texture and painted with a non-noxious color as approved by the ACC. All coolers and air conditioning units shall be concealed from view from the front of the Lot.

d. **Color Changes.** Exterior color changes require ACC approval.

e. **Driveways/Sidewalks.** Driveways/sidewalks must be concrete or brick unless otherwise approved by the ACC.

f. **Address Identification.** Address and name identification must be aesthetically compatible.

g. **Fences.** All Owners are required to completely fence (the fence must be located on the rear and side property lines to enclose the entire rear and side portions of the Lot, but may not extend beyond the front building line of the improvements) their Lot before acquiring a dog to live on the Lot. No fence or wall shall be placed or permitted to remain on any Lot nearer to the street or streets adjoining such Lot than the primary residence of such Lot. Developers will be allowed to build a decorative subdivision entry fence. No fence shall be erected or maintained on any Lot until first approved by the ACC in writing. All fences shall be constructed of western cedar, redwood, masonry, brick, or a combination of masonry, brick, and cedar or redwood. There shall be no chain-link fences or any other material facing on the street, unless completely concealed within a fence constructed per this Declaration. All fencing shall be a minimum height of four (4) feet and not above six (6) feet. All fences must go to the extreme back of the property. All cedar fences must be treated with Cuprinol cedar wood sealer or equivalent waterproofing material.

h. **Time to Complete.** With reasonable diligence as determined by the Association, and in all events within nine months from the approval of by the ACC of construction plan, the Structure or other improvement must be completed as to exterior and all temporary structures removed.

E. Property Owners' Association

1. **Establishment and Governance.** The Association is established by certificate of formation and governed by the Dedicatory Instruments and applicable law. The Association has the powers of a property owners' association under Texas law.
2. **Rules.** The Board may adopt rules that do not conflict with law or other Dedicatory Instruments.
3. **Membership and Voting.** Every Owner is a Member. Membership is appurtenant to and may not be separated from ownership of a Lot.
 - a. **Class A.** All Owners other than Declarant; one vote per Lot (collectively).

b. Class B. Declarant, with the number of votes per Lot as provided in the Bylaws. Class B converts to Class A on the earlier of (i) when Class A votes exceed Class B votes or (ii) October 1, 2026.

F. Architectural Control Committee (ACC)

1. Purpose. The ACC assists the Association to ensure Residences, Structures, and landscaping are aesthetically compatible and conform to the Dedicatory Instruments.
2. Members; Term. The ACC consists of at least 3 persons appointed by the Board; members serve until replaced or they resign.
3. Standards. Subject to Board approval, the ACC may adopt and record standards consistent with this Declaration.
4. Plan Review.
 - a. ACC approval is required before erecting or altering any Residence or Structure; submittals must include plans/specs and materials/colors/locations and landscaping as required by the ACC.
 - b. Within 30 days after submission, the ACC will request any additional materials; otherwise the submission is deemed complete.
 - c. If the ACC fails to disapprove within 45 days after a complete submission, the submission is deemed approved.
 - d. Appeal. An Owner may appeal an ACC action to the Board within 5 days; the Board will decide within 21 days; Board decision is final.
5. Records; No Liability. The ACC and Board will maintain records. The Association, Board, ACC, and their members are not liable for actions or omissions relating to ACC matters.
6. The ACC may levy a preconstruction fee for plat review, construction monitoring, sewer hookup locating, sidewalk design, trash control, and other construction-related services.

G. Assessments

1. Authority. The Association may levy Assessments to promote the recreation, health, safety, and welfare of residents; fund operating expenses; and improve and maintain the Common Areas.
2. Personal Obligation. Each Assessment is a personal obligation of the Owner when the Assessment accrues.
3. Creation of Continuing Lien; Power of Sale. To secure Assessments and other amounts owed to the Association, there is reserved and granted a continuing lien running with each Lot in favor of the Association, together with the power of sale, which secures all Assessments, fines, late fees, interest, collection costs, attorney's fees, and other charges permitted by the Dedicatory Instruments or law. By accepting a deed, each Owner grants this lien and power of

sale to the Association. This lien runs with the land and is a continuing charge and security interest on the Lot.

4. Commencement. A Lot becomes subject to Assessments on conveyance by Declarant or on annexation into the Subdivision.
5. Regular Assessments. a. Initial Rate. The Regular Assessment is \$250.00 per Lot per year, until changed by the Board in accordance with the Dedicatory Instruments and law. b. Changes. Regular Assessments may be changed annually by the Board; written notice will be sent to each Owner at least 30 days before the effective date. c. Collections. Regular Assessments are collected annually in advance, payable on the first day of each calendar year, or as otherwise set by the Board.
6. Special Assessments. The Board may levy Special Assessments for capital improvements to the Common Area or other community purposes that exceed regular budgeted funds, subject to Member approval as provided in the Bylaws.
7. Approval of Special Assessments. Any Special Assessment must be approved by a majority vote of Members at a meeting called in accordance with the Bylaws.
8. Fines. The Board may levy reasonable fines for violations of the Dedicatory Instruments, after notice and opportunity to be heard as required by law. Fines constitute Assessments secured by the lien described above.
9. Subordination to Certain Liens. The assessment lien described in this Article is subordinate to the original vendor's lien and first lien for the purchase money of a Lot, both of which shall be considered a "purchase money lien". The assessment lien described in this Article is not subordinate to a home equity loan mortgage or any other debts described in The Texas Constitution, Article 16, Section, unless approved by the Board by written resolution. The assessment lien described in this Article is not subordinate to a refinance, modification, or extension of a purchase money lien unless approved by the Board by written resolution. The sale of a Lot pursuant to a foreclosure (but not a deed-in-lieu of foreclosure) of the original purchase money lien shall extinguish the assessment lien as to only regular or special assessments, late fees, and interest, but such foreclosure shall not extinguish the assessment lien securing attorneys' fees and expenses, costs of collections, and any unreimbursed expenses incurred by the Association in maintaining the Lot prior to such foreclosure, if any, unless approved by the Board by written resolution. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof."
10. Delinquent Assessments. Any Assessment not paid within 30 days after its due date is delinquent.

H. Remedial Rights

1. Late Charges and Interest. Delinquent Assessments may be subject to a late charge of 20% and bear interest at 15% per year, or as changed by the Board (not to exceed the maximum allowed by law).

2. **Costs and Attorney's Fees.** If the Association complies with applicable notice requirements, an Owner is liable for all costs and reasonable attorney's fees incurred by the Association in collecting Assessments, foreclosing its lien, and enforcing the Dedicatory Instruments.
3. **Judicial and Nonjudicial Enforcement.** The Association may bring actions to collect Assessments, foreclose its lien, enforce or enjoin violations, seek receiverships, and exercise any and all other legal or equitable remedies permitted by law including but not limited (a) forcible detainer and eviction-related actions related to violations of leasing covenants (b) towing Vehicles from the Common Area . Owners may bring actions against other Owners to enforce or enjoin violations.
4. **Fines; Suspension.** The Association may levy fines and suspend an Owner's rights to use Common Areas for violations, in accordance with law.
5. **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, tenants, agents, contractors, or invitees.
6. **Noise/Nuisance Enforcement.** Activities constituting a nuisance, including loud or disruptive activities between 12:00 a.m. and 6:00 a.m., are violations subject to fines and other remedies.

I. Common Area

1. **Common Area Easements.** Each Owner has a nonexclusive easement to use the Common Area, subject to the Association's right to (a) charge reasonable fees for recreational facilities and suspend use rights for nonpayment; (b) suspend use rights for violations; (c) grant utility, drainage, or other easements; and (d) dedicate or convey Common Area for public purposes with Member approval as provided in the Bylaws.
2. **Permitted Users.** An Owner's Common Area rights extend to the Owner's family, guests, tenants, agents, and invitees, subject to the Dedicatory Instruments.
3. **Unauthorized Improvements.** No Owner may erect/alter any Structure on, or clear/landscape/disturb, the Common Area except as approved by the Board.
4. **Security Gates.** Every Owner authorizing entry is responsible for the actions of those individuals given access to the Subdivision. One remote control system will be issued at the closing of the sale on the Lot. Each additional or replacement remote will cost the Owner a fee as set by the Board.

J. Declarant Exemptions

1. Declarant is exempt from payment of Regular Assessments, Special Assessments, and fines with respect to any Lot owned by Declarant that is not occupied as a Residence, for so long as Declarant owns the Lot for development and sale. Declarant is exempt from landscaping covenants. Declarant remains responsible for any amounts expressly agreed in writing or required by law that may not be waived.

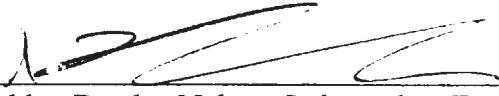
K. Transfer Rights; No Rights of First Refusal.

There is no right of first refusal, option, or other restraint on an Owner's right to transfer or encumber a Lot, except as expressly permitted by Texas law.

L. General Provisions

1. Term. This Declaration runs with the land and is binding in perpetuity.
2. No Waiver. Failure by the Association or an Owner to enforce any provision is not a waiver of the right to enforce it later.
3. Corrections. The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies in this Declaration, provided no correction impairs a vested property right of any Owner.
4. Amendment. This Declaration may be amended by vote of the Owners as provided by Texas Property Code § 209.0041 (not to exceed 67% of Owners entitled to vote), unless a lower percentage is stated in this Declaration. Amendments must be signed by the Association and recorded.
5. Conflict. This Declaration controls over the other Dedicatory Instruments.
6. Severability. If any provision is unenforceable, the remainder of this Declaration remains in effect to the extent the basis of the bargain is not destroyed.
7. Notices. All notices must be in writing and given as required by the Dedicatory Instruments or law. Notice by mail is deemed delivered when properly deposited with the USPS, addressed to an Owner at the Owner's last known address in the Association's records or to the Association at its principal office. Actual notice, however delivered, is sufficient unless law requires otherwise.
8. Annexation. On written approval of the Board and not less than 67% of the Members at a meeting in accordance with the Bylaws, the owner of property who desires to subject that property to this Declaration may record an annexation agreement imposing this Declaration and the Covenants on that property.

[SIGNATURE PAGE FOLLOWS]

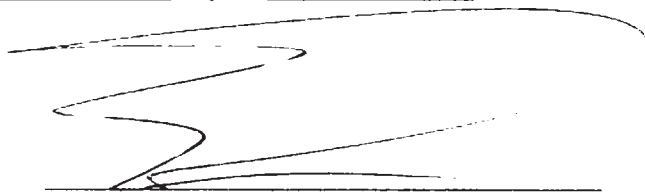

Sheldon Bentley Nelson, Independent Executor of
the estate of William Rae Nelson, deceased

Country of Canada

Province of Manitoba

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned Notary Public for the Country of Canada, Province of Manitoba, by SHELDON BENTLEY NELSON as Independent Executor of THE ESTATE OF WILLIAM RAE NELSON, DECEDENT, either personally known to me or proved to me by current identification card or other document issued by the federal or provincial government that contained the photograph and signature of SHELDON BENTLEY NELSON, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed on behalf of and as the act and deed thereof.

GIVEN under my hand and seal of office this 6TH day of OCTOBER 2025.



Notary Public, Province of Manitoba,
Canada

A Notary Public in and for
the Province of Manitoba
86 Stier Dr. WPG, MB, R3R 2H8
Eric B. Martens
204 - 791 - 2633

AGREED TO:

Walker Estates Homeowner's Association, a Texas nonprofit corporation,

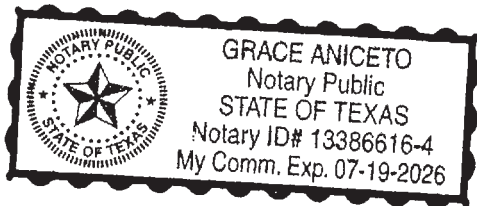
By:  _____

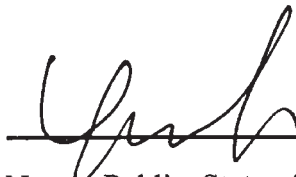
Moises Campos, Director

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on November 14, 2025, by Moises Campos, Director, of Walker Estates Homeowner's Association, a Texas nonprofit corporation, on behalf of said nonprofit corporation.



 _____
Notary Public, State of Texas