

**DECLARATION OF ANNEXATION**  
**FOR LOTS IN**  
**ABREGO LAKE SUBDIVISION**  
**UNIT 9**

STATE OF TEXAS           §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILSON     §

This Declaration of Annexation is made on the date hereinafter set forth by ABREGO DEVELOPMENT COMPANY, LP, a Texas Limited Partnership, duly authorized to do business in the State of Texas (hereinafter the "Developer").

I. ANNEXATION

Pursuant to the provisions of Article II, Section 2.06 of the Declaration of Covenants, Conditions and Restrictions for Abrego Lake Subdivision, Unit 1 (hereinafter the "Declaration"), recorded in Volume 1326, Page 625, Official Public Records of Real Property of Wilson County, Texas, as amended, Developer reserved the right and authority to annex additional property to the Abrego Lake Subdivision and the Declaration. This Declaration of Annexation is executed to exercise such right of annexation.

Developer is owner in fee simple of the lots in Abrego Lake Subdivision, Unit 9, according to the plat recorded in the Official Public Records of Real Property of Wilson County, Texas, in Volume 12, Page 68 (hereinafter "Unit 9").

Developer hereby declares that all lots in Unit 9 shall become, and they are hereby made, part of Abrego Lake Subdivision (said annexed Unit 9 lots being hereinafter referred to as the "Annexed Land"), and subject to the covenants, restrictions, and conditions set forth in the Declaration, as well as to the terms, provisions and

requirements of the Certificate of Formation and Bylaws of Abrego Lake Homeowners Association, Inc., all of which are hereby adopted and incorporated herein by reference for all purposes; provided, however, in that Developer reserved the right in the Declaration to alter, modify, amend, repeal or revise the Restrictions, as applied to the annexed property, to the extent necessary or convenient, in Developer's sole discretion, Developer has elected to alter, modify or amend the Restrictions, as set forth below, which alterations, modifications and amendments shall apply only to the Annexed Land.

Each record owner of a lot in the Annexed Land shall be an "Owner" as defined in the Declaration, and each lot of the Annexed Land (except for Common Area, if any, shown on the plat of the Annexed Land), shall be a "Lot" as defined in the Declaration. Owners of Lots in the Annexed Land shall be deemed to have covenanted and agreed to the Declaration. Each Lot shall be part of Abrego Lake Subdivision.

Developer continues to reserve the right to annex further land to Abrego Lake Subdivision and the Declaration.

## II. ALTERATIONS, MODIFICATIONS AND AMENDMENTS TO RESTRICTIONS APPLICABLE TO UNIT 9 ONLY

The following provisions shall alter the Declaration as to the Annexed Land in Abrego Lake Subdivision Unit 9 only:

### A. ARTICLE VI - CONSTRUCTION REQUIREMENTS

The sections of Article VI of the Declaration enumerated below are amended to read as follows:

Section 6.01. Dwellings – Only one single-family residential dwelling with a detached or attached garage or carport may be constructed on any Lot. In addition, one

guest dwelling may be constructed on any Lot, so long as such guest dwelling is attached to the primary residence by a common roof. The term "dwelling" does not include single-wide, double-wide or multi-section manufactured homes, and said manufactured homes are not permitted within this Subdivision. Any single-story residential dwelling must have at least 2,000 square feet of living area, and any multiple story residential dwelling must have at least 2,200 square feet of living area, with at least 1,400 square feet included within the first story. All porches, garages, guest dwellings, and outbuildings are excluded from the definition of living area and will not be considered in determining compliance with the minimum square footage requirements set forth above. All dwellings and outbuildings must be constructed with new materials, except that used brick, stone, wooden beams, and doors may be used for antique effect if such use is appropriate for the structure and does not detract from the appearance of the structure or the Subdivision. All residential dwellings must be site built and constructed upon a monolithic full concrete slab foundation. More specifically, no concrete pier, beam or similar structure may be used as a foundation. As used herein, the term "single family residential dwelling" shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, multi-plex houses, condominiums, or apartments. All dwellings placed on a Lot must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards, and specifications, and all such dwellings must be served with water and electricity.

Section 6.03. Garages and Carports. A garage capable of housing at least two vehicles shall be erected and maintained on each Lot beginning no later than the time at which a dwelling is constructed. Garages may be attached or detached from the dwelling,

as approved by the ACC. Carports may be constructed provided they are contained within the roof line of the dwelling as determined by the ACC. Garage and carport entries for dwellings must be constructed on the side or rear of the dwelling as determined by the ACC. Entries for detached garages may be constructed on the front of such garages subject to certain set-back requirements determined by the ACC.

Section 6.04. Masonry. Each residential dwelling must have one hundred percent brick, rock or stucco masonry construction, or a combination thereof on all exterior walls. At least twenty percent of the masonry requirement must be met by the use of brick or rock, however, the ACC may approve a dwelling with one hundred percent stucco exterior construction when, in its sole discretion, such stucco construction is consistent with the architectural design and theme of the dwelling. Cement siding (for example, Hardi-Plank) may not be used to fulfill any portion of the masonry requirement hereunder. The requirements of this Section may be modified or waived by the ACC.

Section 6.07. Duty to Complete Promptly. Any building, structure or improvement commenced on any Lot shall be completed as to exterior finish and appearance within six months from the date of approval by the ACC. If the improvement is not completed by the deadline set forth herein, then after giving ten days written notice of intention to do so, either the Developer or the Association shall have the right to enter the Lot, without committing a trespass, and complete the exterior finish and appearance or dismantle and remove the building, structure or improvement to a stage of construction deemed acceptable by the ACC. The expense incurred in doing so shall be the personal obligation of the Owner of the Lot, and shall be secured by a lien against the Lot, in favor

of the expending party, in the same manner and to the same extent as a lien for assessments.

New sections, numbered as Section 6.09 through Section 6.11, are added as follows:

Section 6.09. Swimming Pools – Swimming pools may be constructed with ACC approval. Above-ground swimming pools that have any portion of the swimming area installed above ground must be completely screened from street view with either landscaping or fencing meeting the requirements of the Declaration and the ACC guidelines. All necessary pumps, filters, and plumbing must be screened from public view by a building or fence meeting the requirements of these Restrictions.

Section 6.10. Liquefied Petroleum (LP) Tanks. All LP, propane or similar tanks must be installed underground and in accordance with all applicable laws, rules, and regulations.

Section 6.11. Roofing Materials. The minimum acceptable roofing material requirement for each dwelling, garage, and outbuilding shall be a dimensional asphalt shingle with a manufacturer's warranty of at least thirty years. The ACC may approve other roofing materials when, in its sole discretion, the proposed roofing materials exceed this minimum requirement. Three-tab asphalt shingles, corrugated tin, and similar products are prohibited as a roofing material.

Except as modified herein, Article VI of the Declaration shall apply to the Annexed Land, being part of Abrego Lake Subdivision, Unit 9.

## B. ARTICLE VII – USE RESTRICTIONS

The sections of Article VII of the Declaration enumerated below are amended to read as follows:

Section 7.03. Fences. All fences must be constructed with new materials, and shall not be constructed or put in place unless and until approved in writing by the Architectural Control Committee of the Association, referenced above. Fences that impede the free flow of storm water in natural drainage channels or 100-year flood prone areas will not be approved. Barbed wire fencing is not allowed. Field fencing or chain link fencing may be used provided such fencing does not extend forward from the front plane of the dwelling as determined by the ACC in its sole discretion.

Section 7.13. Driveways. No driveway shall be constructed on any Lot until all required permits from the appropriate regulatory agencies have been obtained, and approval has been obtained from the ACC. All driveways must be constructed of concrete and installed such that an impediment to the free flow of water in the drainage easements, set-backs, and street right-of-ways is not created.

Except as modified herein, Article VII of the Declaration shall apply to the Annexed Land, being part of Abrego Lake Subdivision, Unit 9.

## C. ARTICLE VIII – ASSESSMENTS


Article VII of the Declaration is amended by the addition of a new section numbered as 8.13, which shall read as follows:

Section 8.13. Exempt Property-Builder Owned Lots. Any Lot owned by a Builder is exempt from the annual assessment provided for in Section 8.03 and the special assessments provided for in Section 8.04 until such time the Builder no longer owns the Lot or until December 31<sup>st</sup> of the second calendar year following closing on the sale of the Lot from the Developer to the Builder, whichever occurs sooner.

Except as modified herein, Article VIII of the Declaration shall apply to the Annexed Land, being part of Abrego Lake Subdivision, Unit 9.

EXECUTED on the 1<sup>st</sup> day of April, 2020.

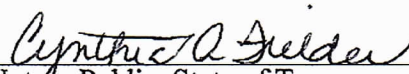
ABREGO DEVELOPMENT COMPANY, LP  
By: ABREGO GP, L.L.C., General Partner

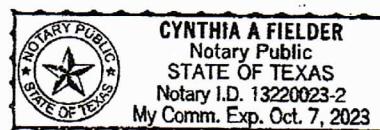
  
\_\_\_\_\_  
Kevin D. Brown, Manager

STATE OF TEXAS           §  
  §  
COUNTY OF WILSON     §

Before me, the undersigned notary public, on this day personally appeared Kevin D. Brown, Manager of Abrego GP, L.L.C., General Partner of Abrego Development, LP, known to me or proved to me by presentation to me of a governmentally-issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 1<sup>st</sup> day of April, 2020.

  
\_\_\_\_\_  
Notary Public, State of Texas



**AFTER RECORDING RETURN TO:**

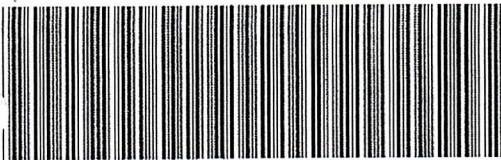
Kevin D. Brown

Abrego Development Company, L.P.

P.O. Box 130

La Vernia, TX 78121





\*VG-1544-2020-92906\*

Wilson County  
Eva S. Martinez  
Wilson County Clerk

Instrument Number: 92906

Real Property Recordings

Recorded On: April 08, 2020 09:07 AM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$54.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

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.

**File Information:**

Document Number: 92906  
Receipt Number: 20200408000005  
Recorded Date/Time: April 08, 2020 09:07 AM  
User: Krystle H  
Station: cclerk02

**Record and Return To:**

KEVIN D BROWN  
PO BOX 130  
LA VERNIA TX 78121

*Fd*



STATE OF TEXAS  
Wilson County

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 Wilson County, Texas

*Eva S. Martinez*

Eva S. Martinez  
Wilson County Clerk  
Wilson County, TX