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STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WEBB

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**SAN ISIDRO/MCPHERSON NO. 3 SUBDIVISION**

**ARTICLE I**

**INTRODUCTION AND DECLARATION**

WHEREAS, SAN ISIDRO DEVELOPMENT COMPANY, L.C., a Texas Limited Liability Company, hereinafter called "Declarant", is the owner of a tract land which is in the process of being divided and platted as SAN ISIDRO/MCPHERSON NO. 3 SUBDIVISION consisting of 18.777 acre tract lying and situated in Webb County, Texas, more particularly described on the plat recorded in Volume 18, at pages 50-51 of the Plat Records of Webb County, Texas.

WHEREAS, it was and now is deemed to be in the best interest of said Declarant, and all of the persons, corporations or other entities who might purchase property described and covered by the above mentioned plats and maps, that there be established and maintained a uniform plan for the improvements and development of the lots covered hereby as a restricted and model subdivision; and,

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said subdivision and any common properties as may be added and desire to subject the real property described herein, together with such additions as hereafter may be made thereto as provided in Article II, Paragraphs 2.02 and 2.03, to the Covenants, Conditions and Restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the following Covenants, Conditions and Restrictions which shall be taken and deemed as Covenants to run with the land, shall be binding upon all parties acquiring primary and subsequent ownership of any lot or tract of land in said subdivision. If any person or entity acquiring land, either as primary or subsequent purchasers, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for the Declarant or any person or persons, or legal entity owning any real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity, against the person, or entity, violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages and/or pursue other remedies for such violations.

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To further the general purposes herein expressed, the Declarant, for itself, its successors and assigns, hereby declare that the real property hereinafter described in Article II, Paragraph 2.01, ("the Property"), whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold conveyed and occupied subject to the Covenants, Restrictions, easements, charges and liens (sometimes referred to as this "Declaration" and/or "Covenants and Restrictions"), hereinafter set forth. The provisions of this Declaration are intended to create mutual equitable servitudes upon each lot becoming subject to this Declaration in favor of each and all other such lots; to create privity of contract and estate between the grantees of such lots, their heirs, successor and assigns; and to operate as Covenants running with the land for the benefit of each and all such lots becoming subject to this Declaration and the respective owners of such lots, present and future.

ARTICLE II

EXISTING PROPERTIES - ADDITIONS THERETO - MERGERS  
PROHIBITION AGAINST FURTHER SUBDIVISION

2.01 Existing Property. "Existing property" as used herein is the real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration and which is located in Laredo, Webb County, Texas, more particularly described on the Subdivision Plat of San Isidro/McPherson No. 3, recorded in Volume 18 at pages 50-51 of the Plat Records of Webb County, Texas.

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2.02 Other Additions. The Declarant reserves the right to bring within the scheme of this Declaration any additional lands which are contiguous or adjacent to or within the immediate vicinity of the lands referred to in Article II, Section 2.01 or which now are or hereafter may be owned by Declarant and subjected to the scheme of this Declaration. The additions authorized under this Section, shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property. Any Supplemental Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of use of the added property, as are not inconsistent with the scheme of this Declaration. Any such additional property, when made subject to the scheme of this Declaration, will become subject to assessment for its just share of Association expenses in accordance with the scheme of this Declaration. In no event shall any such supplementary declaration revoke, modify or add to the Covenants and Restrictions established by this Declaration with respect to the existing properties in any manner which would substantially alter the scheme of this Declaration.

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ARTICLE III

SAN ISIDRO/MCPHERSON NO. 3 ARCHITECTURAL CONTROL COMMITTEE

To guide the development of the Property, the San Isidro/McPherson No. 3 Architectural Control Committee (hereinafter the "ACC") shall be and is hereby created and formed to interpret and administer this Declaration of Covenants, Conditions, and Restrictions as herein set forth.

3.01 Designation of ACC. The ACC shall be initially composed of three persons (said persons being herein referred to as the "Committee Members" where plural, and "Committee Member" where singular) to be initially appointed by the Declarant. One member of the Committee may be selected as Chairman by the Committee by a majority vote of the Committee Members. The Committee, by a majority vote, may designate a representative or representatives to act on its behalf (the "Committee Representative"). In the event any one or more of the Committee Members shall die, resign, or otherwise be unable to serve, the Declarant shall appoint a successor Committee Member, and such Committee Member shall have the full right, authority and power to carry out the functions of the Committee as provided herein. Declarant shall further have the power to remove Committee members by written instrument. The initial Committee Member shall be as set out on Exhibit "A" which is attached hereto.

The address of the Committee may be changed from time to time, with the Committee giving written notification of such change of address by filing a notice of such change in the Real Property Records of Webb County, Texas.

3.02 Transfer of Authority to the Association. In the event a property owners association within the subdivision shall hereafter be formed, the duties, rights, powers and authority of the Committee constituted hereby may be assigned, at the sole election of a majority of the then members of the Committee, to the Board of Trustees of such association, and from and after the date of such assignment, and the acceptance thereof by such Trustees, the said Board of Trustees shall have full rights, authority and power and shall be obligated to perform the functions of the Committee as provided herein, including the right to designate a representative or representatives to act for it. Declarant shall have the right, but not the obligation to create an incorporated property owners association, as provided in Article I hereinabove.

3.03 Approval of Plans. No building, structure, fence, wall, sign, pole or other improvements shall be commenced, erected, constructed, demolished, placed or maintained, nor shall any exterior addition to or change or alteration therein be made until the detailed plans and specifications therefor shall have been submitted to the Committee in duplicate, and approved in writing as to compliance with these Restrictions by the Committee. Said plans and specifications shall be receipted for by the Committee, and the

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date of receipt indicated thereon shall be the commencement date of the fifteen (15) day period set out in subparagraph C. hereinbelow.

(a) The submitted plans and specifications shall include, at a minimum, a site plan showing proposed grading, drainage, paving/curbing, building locations, driveways, parking areas, fencing, utility connections, signs, site lighting, and landscaping and irrigation plans; building elevations showing all exterior elevations of proposed structures, indicating materials and colors; and shall specify, as the Committee may reasonably require, structural, mechanical, electrical and plumbing detail, and the materials to be used for and incorporating into, and location of the proposed improvements or alterations thereto.

(b) The plans and specifications, after action by the Committee, shall be returned to the Applicant within the time limit prescribed, with approval or disapproval by the Committee evidenced by a cover letter either (i) enclosing one set of the plans and specifications marked "Approved"/"Approved with Conditions" or (ii) explaining the reasons for disapproval. Incomplete plans and specifications shall be disapproved. In the discretion of the Committee, plans and specifications may be returned by the Committee to Applicant with a conditional approval. Such conditions for approval will be indicated on the documents submitted, and no further approval action will be required provided all conditions are met by the Applicant. A disapproved application must be re-submitted.

(c) In the event the Committee fails to approve or disapprove such plans and specifications within fifteen (15) days after the said plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with; provided, however, that the failure of the Committee to approve or disapprove such plans and specifications within such fifteen (15) day period shall not operate to permit any structure to be commenced, erected, placed, constructed, demolished or maintained on any Lot in a manner inconsistent with any provision of this Declaration or in violation of these Covenants, Conditions and Restrictions.

(d) The Committee shall have the power and authority to reject any plans and specifications that do not comply with the Restrictions herein imposed or meet the construction or architectural design requirements set forth herein, or that are not compatible with the design or overall character and aesthetics of the subdivision, including, but not limited to color scheme, finish, style of architecture or appropriateness of any structure. The decision of the Committee shall be final, conclusive, and binding upon the applicant.

3.04 Communications with Committee Members. In communicating with the Committee Members, the Committee shall use the address of each Committee Member as reflected in the records of the Committee. Each Committee Member may designate his (her) address by written notice to the Committee. The Committee may, but shall not be

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required to, send communications to the Committee Members by certified mail, return receipt requested.

3.05 In addition to remedies otherwise provided herein, at law or in equity, the Declarant and/or the Association may require any Owner to restore such Owner's improvements or alteration to the condition existing prior to the construction thereof, (including but not limited to the demolition and removal of any unapproved improvement), if such improvements or alterations were commenced or constructed in violation of these Covenants, Conditions and Restrictions.

3.06 Without limitation of the powers herein granted, The Architectural Control Committee shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration, or repair of any improvement on any Lot. It also shall have the right to specify requirements for each Lot as follows: minimum setbacks; minimum off street parking requirements; the location, height, and extent of fences, walls, or other screening devices; the orientation of the structure with respect to access, entry, and frontage; and the landscaping and sprinkling plans.

3.07 The Architectural Control Committee shall have the powers and authority to reject any plans and specifications that do not comply with the Restrictions herein imposed or meet its minimum construction or architectural design requirements or that might not be compatible, in the sole discretion of The Architectural Control Committee, with the design or overall character and aesthetics of the subdivision.

3.08 The Architectural Control Committee will have the power to grant variances, waivers, tolerances or modifications of the standards set forth within the Covenants and Restrictions under circumstances and conditions, deemed, in the Committee's sole unlimited discretion, to be reasonable, appropriate and prudent.

3.09 Limitation of Liability. Neither the Committee, Committee Member individually, nor any consultants assisting the Committee shall be liable for damages to anyone submitting plans and specifications for approval, or to any other person, by reason of mistake in judgment, negligence or inaction or failure to approve or to disapprove any plans or specifications. Approval by the Committee of any plans and specifications shall not constitute an approval or endorsement of the architectural or engineering soundness of the improvements described by such plans and specifications, nor shall such approval constitute an opinion as to the legality of such improvements or the intended use thereof.

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ARTICLE IV

BUILDING AND LANDSCAPING RESTRICTIONS

All of the Properties shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following general limitations and restrictions:

4.01 Antennae. No radio, television or other wireless communication, aerial wires, towers, antennae, discs, satellites, dishes, or other special television or cable apparatus or equipment shall be erected, installed, or placed on a Lot without the written approval of the ACC and Declarant. Declarant shall have the absolute right to withhold such consent, except for any antennae which may, at Declarant's option, be erected by Declarant or Declarant's designated representative.

4.02 Subdividing. No Lot which has been finally platted shall be further divided or subdivided, nor may any easements or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the ACC and Declarant; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the ACC. Each Owner does, by the purchase of any Lot within the Property, constitute and appoint Declarant in such Owner's name, place, and stead to subdivide or resubdivide and to grant consent to the subdivision or resubdivision of any Lot which is owned by Declarant. Nothing herein shall be deemed to require the approval of the ACC for the transfer or sale of any Lot, including Improvements thereon, to more than one person to be held by them as tenants in common or joint tenants, or for the granting of any Mortgage.

4.03 Construction of Improvements. No improvements shall hereafter be constructed upon any Lot, or altered externally without the prior written approval of the ACC of the plans and specifications for the proposed improvements or alterations.

4.04 Construction Requirements.

(a) Only new construction materials shall be used and utilized in construction of any structures situated on a Lot. All residential structures shall have not less than seventy-five percent (75%) masonry, i.e. brick, stone, or stucco cover construction, or the equivalent, on the exterior wall area.

(b) All exterior construction of the primary structure, parking area, driveways, and any other appurtenances or appendages of every kind or character on any Lot shall be completed not later than one (1) year following the commencement of construction, or thirty (30) days after occupancy, whichever is sooner. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

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(c) No window or wall type air conditioners shall be permitted to be used, placed or maintained on or in any building in any part of the Properties.

(d) A minimum of those requirements required under governmental requirements of the City of Laredo and/or the County of Webb shall be completed within ninety (90) days after completion of a structure, or within thirty (30) days after occupancy, whichever is sooner.

4.05 Building Locations. Structures shall be located on Lots that conform to the setbacks shown on the subdivision plat. Unless otherwise allowed by the City of Laredo and the Declarant, the construction of any improvement on any drainage, flowage, or similar easement established for the purpose of drainage is explicitly prohibited and any and all encroachments or obstructions to an Earthen Channel or Pond may be summarily removed by Declarant or the City of Laredo, without notice, and at the expense of the encroaching property owner.

4.06 Walls, Fences, and Sidewalks

(a) No walls, fences or hedges shall be erected or maintained nearer to the front Lot line than the walls of the main structure situated on such Lot which are nearest to such front Lot line. All fences and walls shall be of masonry and/or open wrought iron.

(b) Sidewalks must be placed in accordance with requirements of the City of Laredo at the time builder pours driveway for construction of main structure.

4.07 Screening of Boxes and Transformers. The Lot owner shall cause to be planted or installed, and thereafter maintained, shrubbery or other screening devices around boxes, transformers and other above-ground utility equipment situated on or near lots.

4.08 Landscaping Requirements. Landscaping shall include the complete sodding and irrigating of the entire non-impervious area including that area lying between the property line and the back of the curb. All landscaping requirements shall be fully installed on the lot prior to its occupancy.

4.09 Trees. Each lot, for an area defined as being from the front set-back or building line to the curb and from side set-back or building line to side curb must provide:

(a) For the first One Thousand (1000') square feet within such area, One (1) tree having a minimum 4" caliper.

(b) For square footage over One Thousand and One (1001') square feet, but less than Four Thousand (4,000') square feet, one tree having a minimum 4" caliper and one tree having a minimum 3" caliper.

(c) For square footage over Four Thousand and One (4,001') square feet, but less than Ten Thousand (10,000'), one tree having a minimum 4" caliper, one tree having a minimum 3" caliper and one tree having a minimum 2" caliper.

(d) For square footage in excess of Ten Thousand and One Feet, One (1) tree having a minimum 5" caliper, One (1) tree having a minimum 4" caliper, One (1) tree having a minimum 3" caliper and for each Six Hundred (600') square feet in excess of Twenty Thousand square feet, One (1) tree having a minimum 3" caliper.

Side Areas adjoining the lot but not facing a street must have at least One (1) tree having a minimum 4" caliper tree for each Six Hundred (600') Square Feet of area.

Caliper for each tree will be measured at a point Twelve (12") Inches above the base of the tree.

Permitted or acceptable trees include Live-Oak, and those allowed by the City of Laredo Tree Ordinance. All others must be approved by the Architectural Control Committee before planting.

## ARTICLE V

### BUILDING AND USE RESTRICTIONS

5.01 Temporary and Other Structures. No structure of a temporary character, trailer or mobile home other than temporarily during construction of the main structure, shall be placed upon any Lot.

5.02 Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot or upon the Common Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other lot Owners, including but not limited to:

(a) Adversely affecting the health, comfort, or safety of members of the general public, tenants or other owners; or

(b) Adversely affecting the beneficial enjoyment and use of properties in the subdivision.

5.03 No repair, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or any portion of the Common Properties. The use or discharge of firearms, firecrackers, or other fireworks in the Properties is prohibited.



5.04 SIGNS. All signage must be approved, in writing, by the Architectural Control Committee before installation. Signs attached to buildings may not have lettering larger than Twenty-four (24") Inches. Such signs shall be solely for the purpose of identifying the business located on the property and may not be used for promotional type advertising. No type of flashing signs are allowed.

Temporary signs or grand opening signs cannot be displayed for more than One Hundred Twenty (120) days.

5.05 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on any portion of the Common Properties.

5.06 Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot or from any portion of the Common Properties is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

5.07 Garbage and Refuse Storage and Disposal and Construction. Prior to commencement of construction, adequate trash receptacles shall be provided on site. Adjoining right-of-ways, easements, curbs and streets shall be kept free of dirt and debris during construction and at all other times. All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No lot shall be used or maintained as a dumping ground for garbage trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry material, with tightly-fitting lids, which shall be maintained in a clean and sanitary condition. No Lot shall be used for open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without reasonable delay, until completion of the improvements, after which these materials shall either be removed from the Lot, or stored in suitable enclosures on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any lot.

5.08 Lot Maintenance. The Owner or occupants shall at all times keep all weeds and grass on Lots, and adjoining right-of-ways, easements, curbs and streets cut and in a sanitary, healthful and attractive manner, and shall immediately remove dead plants, and shall to no extent use any such area for storage of materials and equipment, except for normal requirements or incident to construction for improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days written notice thereof, Declarant or its successors and assigns or the Owner's Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon

said Lot and cause to be cut any weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration in order to place said Lot in a neat, attractive, healthful and sanitary condition, and may assess the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot to pay such statement immediately upon receipt thereof. Each such assessment, together with interest thereon at the rate of Fifteen (15%) Percent per annum, or the maximum lawful rate, whichever is less, and reasonable costs of collection, shall be a charge and continuing lien upon such Lot, as well as the continuing personal obligation of the Owner of such Lot at the time of such assessment. The lien securing such assessment shall be second, subordinate and inferior to all liens, given, granted and created by or at the instance or request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or improvement of any such Lot. Alternatively, enforcement of this Section may be sought as provided by this Declaration or the laws of the State of Texas.

5.09 Maintenance of Drainage Channels and Ponds and/or Lakes. The Association will be responsible for the maintenance, operation and insurance of any Drainage Channels, Detention Ponds, Retention Ponds and/or Lakes including cleaning, dredging or grading of these. The Association will, at all times keep any Drainage Channel, Pond and/or Lake in a sanitary and healthful manner.

5.10 Prohibited Uses. The following uses shall be prohibited:

A mobile home park or mobile home subdivision; agricultural sales and service; heavy automotive sales and service; campgrounds and tourist parks; building contractor's equipment storage yard; mini warehouses on lots fronting McPherson Road; Commercial bulk laundry and dry cleaning establishments, provided that laundromats and retail dry cleaning establishments are permitted uses; sales and service of mobile homes and portable buildings; vehicle impoundment yard; truck stops; and sexually oriented businesses.

Furthermore, prohibited uses include, but are not limited to, those which create:

1. Fire hazards;
2. Explosive hazards;
3. Excessive noise;
4. Excessive vibration;
5. Excessive shock;

6. Smoke, dust, pungent odors, noxious emissions constituting air pollution;
7. Electrical disturbances; and
8. Excessive liquid or solid refuse, waste or emission.

5.11 Binding Upon Owners and Occupants. The provisions of this Article, and all other relevant provisions of these Covenants, Conditions and Restrictions, shall be binding upon the owner and/or occupant of any land within the subdivision. "Occupant", as that term is used herein, shall include, but not be limited to, lessees, tenants, licensees, employees, contractors, and invitees.

## ARTICLE VI

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

6.01 Membership. There shall be two (2) classes of membership, Class A and Class B.

6.02 Class A Membership. Every person or entity, except the Declarant, who becomes an Owner of any Lot subject to the provisions of this Declaration and which is subject to assessment by the Association automatically shall be a member of the Association by acceptance of a Deed of Conveyance, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

6.03 Class B Membership. The Declarant shall be Class B Members.

6.04 Voting Rights. The Association shall have two classes of members who shall be the persons or entities as provided in Section 2 and 3. Each Class A member shall be entitled to one vote for each acre in which he holds the interest required for membership. When more than one person holds such interest, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such Lot. The Class B member shall be entitled to three (3) votes for each acre owned by the Declarant.

Any references to acreage herein in connection with voting rights shall include portions of acres rounded to the third decimal place. The voting rights shall be proportionately increased or decreased accordingly. For example, the Class A owner of a 1.122 acre tract shall be entitled to 1.122 votes; and the Class A owner of a 0.992 acre tract shall be entitled to 0.992 votes.

6.05 Furthermore, the Declarant may deem it necessary due to City of Laredo requirements and/or desirable for the efficient preservation of the values and amenities in said subdivision to incorporate, and to convey common properties to such Association (including but not limited to drainage channels, detention ponds, retention ponds, lakes and/or landscaped areas) and to which will be delegated and assigned the powers of maintaining and administering these common properties and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created. For that purpose, the Declarant may cause to be incorporated under the laws of the State of Texas, a nonprofit corporation known as "The Property Owner's Association of San Isidro/McPherson No. 3 Subdivision" (or some similar name as may be available) which entity shall be subject to the provisions herein as to membership, voting rights and other relevant matters.

## ARTICLE VII

### COVENANT FOR ASSESSMENTS

7.01 Creation of the Lien and Personal Obligation with Respect to Assessments. The Declarant, for each Lot within the properties subjected to the provisions of this Declaration, hereby Covenant and each owner of any such Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed), shall be deemed to covenant for himself, his heirs, representatives, successors and assigns to pay to the Association an annual assessment. All such assessments, together with interest thereon and cost of collection thereof, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land when such lien is perfected as provided in this Article. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment fell due.

7.02. Purpose of Assessments - Annual Assessments. The annual assessments levied by the Association shall be used for maintenance, improvement, operation and insurance of common areas and the maintenance, operation and insurance of the pond and/or lakes and drainage channels and for the purpose of promoting the health, safety and welfare of the Members, and to provide services and facilities related to all or any of the foregoing matters, and of the Members, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration and The City of Laredo, payment of taxes, if any, upon the Common Properties, payment of insurance with respect to the Common Properties, and repair, replacement and additions thereto, payment for any services provided to Members with respect to the foregoing matters, and for the cost of labor, equipment, materials, management and supervision thereof. The Board of Directors of the Association may permit the annual assessment to be paid on an annual, semi-annual, quarterly or monthly basis.

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7.03. Amount of Assessments, Change in Amount and Date of Commencement.

(a) The maximum regular annual assessment for the calendar year ending December 31, 1998, shall be **One Hundred Fifty and 00/100ths (\$150.00) DOLLARS** per acre. The annual assessment may not be increased by more than Ten (10%) Percent without approval of a majority of the Members.

(b) A notice of any annual assessment increase shall be provided all members of the Association Sixty (60) days prior to such increase in the Assessment. Such notice shall specify the reason for the increase.

(c) Unless otherwise decided by the Board of Directors of the Association, Assessments shall become due December 1st of each calendar year and shall be considered delinquent February 1st of the following calendar year.

7.04. Effect of Nonpayment of Assessment; The Lien; Personal Obligation of the Owner. If any assessment is not paid on the date when due, such assessment thereupon shall become delinquent and from and after the time when the Association shall have filed against the delinquent property with the Webb County Clerk an appropriate instrument setting forth such delinquency, such assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then owner, his heirs, representatives, successors and assigns.

The personal obligation of the then Owner to pay such assessment shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. In the event the Association retains an attorney to enforce collection, all attorney's fees incurred will be an additional charge and cost of collection.

7.05. Interest, Remedies of the Association. Delinquent assessments shall bear interest at the rate of Fifteen (15%) Percent per annum, or the maximum lawful rate, whichever is less, from the date of delinquency. The Association may bring either an action at law against the person personally obligated to pay the same, and/or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest as provided and reasonable attorneys' fees to be fixed by the court, together with the costs of such action.

7.06. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosures, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such

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property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

7.07. Proof of Payment. The Association upon request and upon payment of a service fee, such fee to be in an amount sufficient to cover costs, at any time shall furnish any Owner liable for any assessment a certificate in writing signed by an officer of the Association setting forth what assessments, if any, which have been made with respect to said Owner's property and which are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

## ARTICLE VIII

### GENERAL PROVISIONS

8.01 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 Lot Owners or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representative, heirs, successor and assigns, occupants, lessees, tenants, licensees, employees, contractors and invitees, for an initial term commencing on the effective date hereof and ending twenty (20) years from the date hereof. During such initial term the Covenants and Restrictions of this Declaration may be terminated only by an instrument signed by the then owners of all Lots in the Subdivision and Declarant and properly recorded in the appropriate records of Webb County, Texas. Upon the expiration of such initial term, said Covenants and Restrictions, and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years. During such ten (10) year extension periods, the Covenants and Restrictions of this Declaration may be terminated only by an instrument signed by the then Owners of not less than fifty-one percent (51%) of all of the Lots in the Subdivision and Declarant and properly recorded in the appropriate records of Webb County, Texas.

8.02 Enforcement. The Declarant, the Association or any Lot Owner at his own expense, shall have the right to enforce, by proceedings at law or in equity, all Covenants, Conditions and Restrictions, reservations, liens, charges, assessments, and all other provisions set out in this Declaration or any Supplemental Declaration. Failure to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

8.03 Indemnification for Breach. The owner and/or occupant of any land within the subdivision which may be in breach of any of these Covenants and Restrictions, shall indemnify, defend, and hold harmless the Declarant, The Association, and any owner or occupant of land within the subdivision, for all costs, including but not limited to reasonable attorney's fees, which may be incurred as a result of any such breach.

8.04 Amendments by Declarant. The Declarant, as Declarant, shall have and hereby reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed of record for any purpose provided that any such amendment shall be consistent with and in furtherance of the general plan of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Lot Owner or his mortgagee.

8.05 Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

8.06 Omissions. If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or in this Declaration should be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

8.07 Notices. Any notice required to be sent to any lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of such person.

8.08 Gender and Grammar. The singular, wherever used herein, shall be constructed to mean the plural, when applicable, and the necessary grammatical changes required to make the provision hereof apply either to the corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

8.09 Severability. Invalidation of any one or more of the Covenants and Restrictions, or provisions contained in this Declaration, or any part hereof, shall in no manner affect any of the other Covenants, Conditions and Restrictions, or provisions thereof, which shall remain in full force and effect.

EXECUTED AND EFFECTIVE this 16<sup>th</sup> day of Nov, 1998.

Declarant:

SAN ISIDRO DEVELOPMENT CO., L.C.  
a Texas Limited Liability Company

BY: [Signature]  
Name: Blackstone Dilworth  
Title: President

703 681

THE STATE OF TEXAS §  
  §  
COUNTY OF WEBB §

This instrument was acknowledged before me this 16<sup>th</sup> day of November,  
19 98, by Blackstone Devorth, President of SAN ISIDRO  
DEVELOPMENT CO., L.C.



Opilia Gonzales  
Notary Public, State of Texas

703 682

DEPUTY CLERK  
COUNTY CLERK  
FILED  
98 NOV 17 PM 14:51  
WEBB COUNTY TEXAS  
BY \_\_\_\_\_ DEPUTY



EXHIBIT "A"

ARCHITECTURAL CONTROL COMMITTEE

- (1) Paul Dirks
- (2) J.B. "Scott" Dilworth, III
- (3) Tom Gates

The address of the Committee shall be as follows:

Architectural Control Committee  
San Isidro/McPherson No. 3 Subdivision  
HCR 1, Box 2000  
Sandia, Texas 78383  
Attention: Paul Dirks

703 683