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

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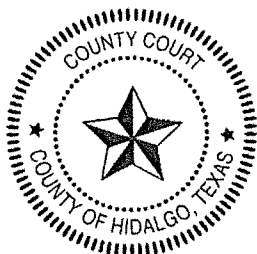
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STATE OF TEXAS  
COUNTY OF HIDALGO

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  
STONEBRIAR AT TRINITY OAKS SUBDIVISION  
(Single-Family Lots)

STATE OF TEXAS           §  
                                  §     KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF HIDALGO     §

WHEREAS, Affordable Homes of South Texas, Inc., a Texas non-profit corporation, hereinafter called "Declarant" or "AHSTI", is the Owner in fee simple of certain real property located in Hidalgo County, Texas, to-wit:

STONEBRIAR AT TRINITY OAKS SUBDIVISION, being LOTS 53-140, including park and detention pond, Lot 141, an addition to the City of McAllen, Hidalgo County, Texas as per map or plat thereof recorded in Document No. 3266494 of the Official Records of Hidalgo County, Texas.

WHEREAS, Declarant desires to subject all of the above-described property to the protective covenants, conditions, restrictions, liens and charges as hereinafter set forth, pursuant to an established general plan for the improvement and development of said property;

WHEREAS, in consideration of the purchase of Lots in the above described Subdivision and in consideration that purchasers of any such Lots may be protected and may be assured as to the nature of the occupancy and use of said property, the restrictions herein are hereby placed and imposed upon and added to all of said above-entitled Subdivision.

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

ARTICLE 1  
DEFINITIONS

1.01 "Association" shall mean and refer to Stonebriar at Trinity Oaks Association, Inc., a non-profit corporation, its successors and assigns or replacements, which has been formed by the Declarant for the purpose of enforcing the covenants, restrictions and agreements set forth herein, and shall be more specifically identified in the Management Certificate prescribed by Texas Property Code §209.004.

1.02 "Board of Directors" shall mean and refer to the Board of Directors of the Association which will be established and which shall conduct regular and special meetings according to the provisions of the By-laws of the Association.

1.03 "By-laws" shall mean and refer to the By-laws of the Association, as amended from time to time.

1.04 "Committee" or "ACC" shall mean the Architectural Control Committee as the same is set out in Article 9 hereinafter.

1.05 "Common Areas" shall mean and refer to all real property located within the boundaries of the subdivision which are not otherwise located within or on a part of any lot, except Lot 141 as described at ¶3.0241, as set forth on the plat or map of the Subdivision as recorded in the Map Records of Hidalgo County, Texas, together with any improvements located thereon, including, but not limited to, any perimeter fence constructed by the Declarant, entry monuments, brick pavers, streets, alleys, gates and all landscaping and area lights provided by the Declarant for the benefit of the subdivision.

1.06 "Declarant" shall mean and refer to Affordable Homes of South Texas, Inc., a Texas non-profit corporation ("AHSTI") its successors and assigns, in its capacity as the developer of the subdivision.

1.07 "Lot" shall mean any of the Eighty-Eight (88) lots numbered 53 through 140 inclusive, as shown on the recorded Subdivision map referred to above with the exception of the common Areas, and Lot 141 which is designated for a water retention pond and park.

1.08 "Maintenance" shall mean the exercise of reasonable care to keep buildings, streets, alleys, curbs, gates, fences, sprinklers, fountains, signs, landscaping, lighting, and other related

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improvements and fixtures, whether enumerated or not, in the Common Areas in a condition comparable to their original condition, normal wear and tear expected. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

**1.081 Association's Maintenance Obligations.** The Association acknowledges and agrees to comply with all McAllen Code of Ordinances, as now or hereafter amended, including but not limited to Section 110-72, Maintenance obligations and homeowner's association. Paragraphs 1.08 & 1.081 shall not be modified, deleted or amended in any way without the prior written consent of the City of McAllen.

1.09 "Member" shall mean every person or entity who holds membership in the Association as set out in Article 2.

1.10 "Member in Good Standing" shall mean and refer to each member of the Association who (a) is not in default in payment of any assessments levied by the Association in accordance with the terms of the Declaration; (b) or in receipt of a notice of default from Declarant or the Association pertaining to any default under the Declaration or any rule or regulation promulgated by the Association, which default remains uncured in the opinion of the Declarant; (c) or named as a party in any pending legal action, suit or proceeding involving an alleged violation of the Declaration brought by the Declarant, the Association, or any other party with standing to enforce any provision of the Declaration.

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

1.12 "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, and shall include contract sellers, but shall not include holding title merely as security for performance of an obligation.

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

ARTICLE 2  
ASSOCIATION MEMBERSHIP, VOTING RIGHTS AND POWERS

2.01 "Membership" Every owner of a lot shall be a member of the Association. One or more (multiple) Class A membership owners of a lot shall have only one vote per lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

2.02 "Voting Rights" The Association shall have two (2) classes of voting members as follows:

2.021 Class A. Class A members shall be all owners with the exception of Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members, and the one-vote for such lot shall be exercised as they shall determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

2.022 Class B. Class B member shall be Declarant, who shall be entitled to exercise five (5) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership are greater than the total votes outstanding in the Class B membership, or on December 31, 2023, whichever comes first.

2.03 "Powers" Association shall have all the powers of a non-profit corporation organized under the laws of the State of Texas, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the By-laws, or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles of Incorporation and the By-laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including without limitation of the following powers: to own real and personal property, to open bank accounts, to enforce this Declaration as herein provided, to obtain a policy or policies of insurance insuring the Association and its members, to make physical improvements to the Common Areas as the Association shall deem to be in the best interest of the subdivision and the owners, to contract for legal, accounting and other professional services, to contract for security, paving, landscaping and/or any other services, to borrow funds, to employ employees directly or through an operator, to bring an action(s) for injunctive relief

and/or damages against any owner for failure to comply with any provision herein, and to otherwise do that which it believes necessary to protect or defend the Common Areas and facilities located therein, the Association and/or any of its properties from loss or damage, by suit or otherwise.

2.04 "Board of Directors" The affairs of the Association shall be managed by a Board of Directors which will be established and which shall conduct regular and special meetings according to the provisions of the By-laws of the Association. The number of directors and the initial members of the Board of Directors shall be as follows:

2.041 Five (5) Directors from Class B

2.042 Two (2) Directors from Class A

2.05 The composition of the Board shall change over time as the membership in Class B is converted to Class A, and consistent with the By-laws of the Association.

### ARTICLE 3 ASSESSMENTS

3.01 Lien and Personal Obligation of Assessments. Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association (a) monthly assessments, and (b) special assessments for capital improvements and/or other necessary expenses. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, fines, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, fines and reasonable attorneys' fees shall also be the personal obligation of the person or persons who own the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them. However, all future transferees of lots shall have the obligation, prior to purchase, to verify with the Association and/or Declarant that such assessments have been paid to date, and that the property to be acquired is free and clear of all assessed indebtedness.

3.02 Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvements, security, preservation, operation and maintenance of the Common Areas and/or of improvements situated within same or within the control of the Association. Annual assessments may include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

3.021 Maintenance and/or repair of the Common Areas to the extent not performed by a governmental authority or an Owner.

3.022 Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Areas.

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

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

3.0241 Maintenance and repair of the park and detention pond, Lot 141 (3.244 acres), shall be the responsibility and obligation of the Association, together with Stonebriar at Trinity Oaks Four-Plex Association, Inc., ("4-Plex Assn.") if and until Declarant conveys Lot 141 to the City of McAllen pursuant to the Agreement for Park in Lieu of Fees executed between Declarant and the City of McAllen as authorized by the City Council Minute Order 2020-03, which Agreement is attached as Exhibit A and incorporated by reference.

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

3.026 Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the reasonable discretion of the Association.

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

3.028 A standard fidelity bond covering all Officers of the Association, Members of the Board of Directors, and all other employees of the Association in an amount to be determined by the Association.

3.029 Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or By-laws, or which shall be necessary or proper in the opinion of the Association for the operation of the Common Areas, for the benefit of Lot Owner, or for the enforcement of these restrictions.

3.030 In addition to the maintenance of the Common Areas, the Association may provide exterior maintenance of each Lot as follows. In the event an Owner of any Lot, its family, guests, invitees, agents or other persons using the Lot, shall fail to maintain the premises and the improvements situated thereon in a reasonably neat and orderly manner, the Association, Declarant or the Architectural Control Committee shall have the right, through their agents and employees, to enter upon said Lot and repair, maintain and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner, and such expense of maintenance or repair shall be added to and become part of the assessment to which said Lot is subject to.

3.031 Maintenance and repair of all structures or improvements, formerly within the Common Areas, if any, and which may be situated in an area dedicated and/or transferred to the public use in the future for which the Association reserved the right to continue the operation and concurrently has the obligation to maintain and repair.

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

3.033 The Association acknowledges and agrees to comply with all City of McAllen ordinances currently in effect and as hereafter



amended, and the Association shall maintain all subdivision Common Areas, including Lot 141 as described at ¶3.0241 above.

ARTICLE 4  
FIXING OF AND MAXIMUM ANNUAL ASSESSMENTS

4.01 Until December 31, 2023, the maximum annual assessment for single family lots shall be \$60.00 per lot per year, payable in monthly installments of \$5.00.

4.010 Commencing with December 31, 2023, and continuing thereafter, all assessments shall be fixed by the Association in advance and shall be due and payable on demand, after giving due consideration to the anticipated cost of all Common Areas maintenance obligations, and other costs of operations for the Association. The Association shall collect such assessments in advance on a monthly, although the Lot Owner may pay in advance on a quarterly or annual basis without penalty. If at any time the Association determines that the assessments for that fiscal year are insufficient to discharge all assessments to be incurred or payable during that assessment year by the Association, the Association may increase the assessments to cover such costs (incurred or to be incurred), and such increase shall become effective at the beginning of the next annual assessment period. If required, assessments shall be prorated for the period from the commencement thereof to the end of the then current calendar year of the Association.

4.011 From and after January 1, 2024, to December 31, 2024, the maximum annual assessment may be increased each year by not more than ten percent (10%) above the maximum annual assessment for the previous year unless approved by a Majority Vote of the Members in Good Standing as defined in the By-laws.

4.012 The Association may fix the annual assessment at an amount not in excess of the maximum prescribed herein.

4.02 In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement (including, but not limited to lighting, streets, alleys, gates and/or utilities) on the Common Areas, including fixtures and personal property related thereto. Any special assessment must be approved by a two-thirds vote majority of the Board of Directors and may not exceed 50% of the

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regular annual assessment then in effect. Special assessments may be paid monthly by the owners.

4.03 Notice and quorum for action authorized under ¶4.01, ¶4.010, ¶4.011, ¶4.012 and ¶4.02. The number of votes present at a meeting that will constitute a quorum shall be set forth in the By-laws of the Association, as amended from time to time. Notice requirements for any and all actions to be taken by the members of the Association shall be as set forth herein or in the By-laws, as the same may be amended from time to time, but consistent with state law where notice by certified mail is or may be required. The Majority Vote of the Members entitled to vote on a matter, as defined in the By-laws, shall be the act of the Members, except as otherwise expressly provided in this Declaration. Any owner who is not a Member in Good Standing shall not be entitled to cast a vote on any matter coming before the Association.

4.04 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all single-family lots, however, 4-Plex lots may be assessed at a greater amount than single-family lots as determined by the 4-Plex Assn.

4.05 Commencement and collection of Annual Assessment. The annual assessments provided therein shall commence as to all Lots upon recording of the subdivision plat. The first assessment shall be adjusted according to the number of months remaining in the calendar year. The Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments shall be made payable monthly, although owners may pay quarterly or annually at each owner's option. Notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge not to exceed \$10.00, furnish a certificate signed by an officer of the Association or the Association management company, setting forth whether the assessment against a specific Lot has been paid, and may, on or before February 10<sup>th</sup> of each year, cause to be recorded in the Official Records of Hidalgo County, a list of delinquent assessments as of the date of such recording.

4.06 [Deleted]

4.07 Effect of nonpayment of assessments, remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest at the rate ten per cent (10% APR) from the due date until paid. The

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Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property. The lien may be foreclosed through judicial or, to the extent allowed by law, non-judicial foreclosure proceedings in accordance Texas Property Code §51.002, as it may be amended from time to time (the "Foreclosure Statute"), in like manner of any deed of trust on real property. In connection with the lien created herein, each Owner grants the Association, whether expressed in the deed of other conveyance to the Owner, a power of sale to be exercised in accordance with the Foreclosure Statute. At any foreclosure proceeding, any person, including but not limited to the Association and any Owner, shall have the right to bid for the Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a tract is owned by the Association following foreclosure, no assessment shall be levied on it. Suit to recover a money judgment for unpaid assessments and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

4.08 Owners may not waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of their Lot.

4.09 Subordination of Assessment Lien to Mortgage. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceedings in lieu thereof shall extinguish the assessment lien as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Where the beneficiary of a first lien deed of trust obtains title pursuant to judicial or non-judicial foreclosure, neither it nor its successors and assigns shall be liable for the assessments chargeable to such lot which became due prior to the acquisition of title to such lot by such acquirer. Such unpaid share of assessments shall be deemed to be common expenses collectible as a common expense from the remaining Members of the Association including such acquirer, its successors and assigns.

## ARTICLE 5 PROPERTY RIGHTS

5.01 Owner's Easements of Enjoyment. Every owner of a Lot shall have a right and easement of enjoyment in and to the Common Areas

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which shall be appurtenant to and shall pass with the title to such Lot, subject to the following rights of the Association.

5.010 The right to suspend the voting rights of any Owner for periods during which assessments against his Lot remain unpaid, and the right, after hearing by the Association, to suspend such rights for a period not exceeding three hundred sixty-five (365) days for any infraction of the published rules and regulations of the Association.

5.011 The right to dedicate or transfer all or any part of the Common Areas, including any improvements, to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument executed by a majority vote of the members, as defined in the By-laws, agreeing to such dedication or transfer has been duly recorded.

5.02 Delegation of Use. Subject to such limitations as may be imposed by the By-laws, each Owner may delegate his right of enjoyment in and to the Common Areas and facilities to the members of his family, his guests, tenants, and invitees.

5.03 Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent Lots and between each Lot any portion or portions of the Common Areas adjacent thereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstructed, or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than one (1) foot as measured from any point on the common boundary between adjacent Lots, and between each Lot and any adjacent portion of the Common Areas, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an Owner.

5.04 Other Easements. Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be

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continuously maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible.

5.041 No dwelling unit or other structure of any kind shall be built, or maintained on any such easement, reservation, or right of way, and such easement, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such easements, reservations, and rights of way are reserved.

5.042 There shall exist an appurtenant easement of access to all Lots, within the subdivision to the City of McAllen for the use of city personnel and equipment on city business.

5.05 Right of Entry. The Association, through its duly authorized employees, contractors, and delegated agents, shall have the right after reasonable notice of not less than 24 hours to the Owner thereof, to enter any Lot at any reasonable hour of the day between 9:00 AM & 5:00 PM to perform such maintenance as may be authorized herein, save and except in case of an emergency, which threatens either life or property, in which case advance notice shall not be required and access had at any time.

5.06 No Partition. There shall be no judicial partition of the Common Areas, nor shall Declarant, or any Owner or any other person acquiring any interest in the Subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

5.07 Future Subdivision Development. Declarant, its successors or assigns, reserve the right to use all easements and streets in this property in connection with the future residential development near the property. Owners shall not have a claim for damages injunctive relief, or any claim of whatsoever kind or nature based upon such use.

5.08 Title to Common Areas. The recordation of this Declaration shall serve as dedication and conveyance to the Association, without consideration, of the fee simple title to the Common Areas free and clear of monetary liens and encumbrances other than those created in or subordinate to this Declaration; however, title to

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the Common Areas does not include Lot 141, park and detention pond (3.244 acres), which is owned by the Declarant and which lot is subject to the Agreement in Lieu of Park Fee, see ¶3.0241 above.

5.081 Notwithstanding the foregoing or any other provision contained in this Declaration, Declarant shall have the right to use, for no additional charge, any and all Common Areas for purposes of marketing signage and sales trailers, and/or in connection with the development of the lots, from the date hereof through the date that Declarant closes on the sale of the last lot in the subdivision to a third-party buyer.

## ARTICLE 6 Use Restrictions

6.01 Residential Use. The single-family residential area covenants hereinafter contained in their entirety shall apply to Lots 53 through 140, Stonebriar at Trinity Oaks Subdivision. All Lots, and each and every one thereof, are for single-family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium or doctor's office, or other multiple-family dwelling shall be erected, placed, permitted or maintained on such premises, or on any part thereof, save and except the business of the Declarant and the transferees of the Declarant in developing all of the Lots as provided in ¶6.25 below. No improvement or structure, other than a quality private dwelling house, patio walls, swimming pool, garage, or servants' quarters may be erected, altered, placed, maintained or permitted to remain on any Lot in the subdivision, without the express written consent of the Committee, ie, ACC.

6.02 No building shall be erected, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed one (1) story in height. No garage or storage unit shall be constructed on any Lot except contemporaneously or subsequent to the construction of a single-family residence thereon.

6.021 Stonebriar single-family residences utilize a new series of floor plans called "The Mission Series." There are 8 floor plans in total that range from 1,579 sq. ft. to 1,896 sq. ft. The floor plans include a possible four (4) different elevations and offer different masonry options for the consumer which range from traditional brick to combinations of stucco and stone.

6.022 All residential dwellings shall be constructed on a concrete slab foundation.

6.023 No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat.

6.03 Construction Specifications. Construction specifications for all residences constructed on any Lot are as follows:

6.031 Living Area. Any residence on said Lots must be not less than One thousand Seven Hundred Fifty (1750) square feet, exclusive of open or screened porches, terraces, patios, driveways, and garages.

6.032 Exterior. The exterior walls of each residence shall consist of masonry or masonry veneer construction. Masonry includes, stucco, cantera, stone, stone veneer and rock. Brick is allowed, but only as an accent. Brick can only be used on up to 10% of the house. When stucco is used, it must be simple, sand finished surface and warm in color which must blend with other homes in the Subdivision. When brick is used, the color must blend with the other homes in the Subdivision. The solid exterior, vertical surfaces of any building erected shall be constructed of not less than 75% masonry or masonry veneer, and 25% wood, glass, or similar materials approved by the Committee.

6.033 Roof. A house can have flat roofs on up to 20% of the total roof area. Any pitched roof must have 30 year composition only and the color must be weatherwood. All roofs are subject to be approved by the Declarant and/or the Association.

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

6.035 Air Conditioner. No evaporative cooler or air conditioner shall be placed, installed, or maintained on the roof or wall of any building or structure. All coolers and air conditioning units shall be concealed and in the back or side of the residence.

6.036 Burglar Bars. No burglar bars shall be permitted on doors or windows.

6.037 Septic Tanks. No privy, cesspool or septic tank shall be placed or maintained on the Property.

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6.038 Clothes Lines. No clothing or other materials shall be aired or dried within the boundaries of the Property except in an enclosed structure not visible from any street.

6.039 Additional Specifications. Additional specifications may be adopted by the Committee at any time. The Committee has adopted architectural guidelines as per Article 9 of this Declaration to assist the Owners in designing and constructing their residence. The list above is not intended to exhaustive or definitive.

6.040 Completion. Any construction of any home improvement or structure which is commenced on any Lot must be completed on or before 240 days after the commencement of the same. Commencement of construction of a building requiring a foundation is deemed to be the date of which the foundation is poured and/or land. If improvements that take more than 240 days to complete, the Owner can be assessed a fee by the Association of \$20 a day until the improvements are complete.

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

6.042 Setbacks. All buildings and structures must be constructed, placed and maintained in conformity with the setback lines described in the Subdivision map. All residences constructed in the Subdivision shall face in the same direction as the rest of the residences on the same side of the street. Residences on corner Lots shall face the street which fronts the more narrow side of the Lot.

6.05 Consolidation and Partial Lots. None of said Lots shall be re-subdivided in any fashion, except that any person owning two (2) or more adjoining Lots may consolidate such Lots into a single building site, with the privilege of construction improvements thereon as permitted by ¶6.03, ¶6.031, ¶6.032, ¶6.033, ¶6.034, ¶6.035, ¶6.036, ¶6.037, ¶6.038, ¶6.039 and ¶6.04 herein, upon receiving approval of City of McAllen and of the ACC.



6.06 Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Subdivision Plat. No utility company, water district, political subdivision, or other authorized entity using the easement herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to shrubbery, trees or flowers, or to other property of the Owner situated within any such easements.

6.07 Noxious or Offensive Activities Prohibited. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, save and except ¶6.25 below.

6.08 Occupancy. No structure erected upon any Lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, except as herein required. Nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein and all other covenants, conditions, reservations and restrictions herein set forth. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home or other temporary structure shall be placed or erected upon any Lot either permanently or temporarily. Rental of any servants' quarters is prohibited, the occupancy hereof being limited to either guests or servants of the Owner of said Lot, save and except ¶6.25 below.

6.09 Signs. No signs or any character shall be allowed on any Lot except one sign of not more than six (6) square feet, advertising the property for sale or rent; provided, however, that Declarant shall have the right, during the construction and sale period, to construct and maintain such facilities as may be reasonably necessary for such construction and sale, including signs and storage areas, but not including a temporary residence or office, save and except ¶6.25 below. Additionally, builders may display banners, streamers, signs and flags for marketing purposes on "model homes" for 60 days after such "model Homes" are complete.

6.10 Garbage Tanks, Equipment, etc. No lot shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All equipment for the storage and disposal of such materials shall be kept in a clean sanitary condition. No elevated tanks of any kind shall be erected, placed, or permitted on any part of such premises. All garbage cans, equipment, coolers, wood piles or

storage piles shall be walled or fenced in to conceal them from the view of the neighboring lots, roads or streets. Plans for all enclosures of this nature must be approved by the Committee prior to construction, save and except ¶6.25 below. Additionally, garbage dumpsters must be maintained at construction sites in locations approved by the Committee.

6.11 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

6.12 Digging. The digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping or construction or improvement thereon.

6.13 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots, except that no more than two (2) dogs and two (2) cats or other household pets may be kept. All animals outside the fenced area of the home shall be leashed at all times.

6.14 Fences, Walls, Hedges and Utility Meters. No fence, wall, hedge or electricity utility meter shall be placed or permitted to remain on any Lot nearer to the streets adjoining such Lot that is permitted for the main residence on such Lots. No chain-link fences shall be allowed. No fence, dwelling, garage or building shall be erected, placed or altered on any lot until the construction plans and specifications and a plat showing the exact location of the structure on the lot has been approved in writing by the Committee, ie, ACC. The Committee or its successor committee as to quality of workmanship and material, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line or frontwall line, whichever is farther from the street. Approval shall be as provided for herein. Fencing shall be constructed of cedar, masonry brick or combination of masonry brick and cedar, only. There shall be no hub wire, chain-link, or inferior fences whatsoever. All construction of fencing, dwelling, garage or building shall be completed within a reasonable period of time, see ¶6.040, above. The lot owner shall take all responsible steps to ensure adequate funding is available to complete the project.

6.15 Trucks, Buses and Trailers. No truck larger than three-quarters of a ton, motor vehicles not currently licensed, boats, trailers, campers, construction trucks, motor or mobile homes or other vehicles shall be permitted to be parked on any Lot, except in a closed garage, or on any street for a period not to exceed twelve (12) hours in any twenty-four (24) hour period. The Owner's personal vehicles shall be parked on their driveway or garage. This restriction shall not apply to automobiles or small non-commercial passenger trucks in operable condition and regular usage, provided that any such vehicles are parked on an improved driveway and not on the street in front of a Lot for a period not to exceed twelve (12) hours in any twenty-four (24) hour period. Visitors may park their cars in front of the Owner's property but only while they visit and never for more than a week at a time. No vehicle shall ever be permitted to be parked on the front or side lawn within view of the public. No vehicles shall ever be permitted to park on a driveway at a point where the vehicle obstructs pedestrians from use of a sidewalk.

6.16 Sidewalks. Builders of any homes in this Subdivision will be required to construct a four (4) foot sidewalk in compliance with the City of McAllen specifications at the front of each Lot the entire width of the Lot.

6.17 Prohibited Activities. No professional business or commercial activity to which the general public is invited shall be conducted on any Lot.

6.18 Utility Lines and Antennas. All electrical service and telephone lines shall be placed underground. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any homesite, which is visible from any street, or other Lot unless it's impossible to receive signals from said location. In that event, the receiving device may be placed in a visible location as approved by the Committee. This restriction may be waived by the Committee. Any waiver of these restrictions shall not constitute a waiver as to other lots, lines or antennas. The Declarant by promulgating this section is not attempting to violate the Telecommunications Act of 1996 (the "Act"), as same may be amended from time to time. This section shall be interpreted to be as restrictive as possible while not violating the Act.

6.19 Garage. All single-family residences erected on these lots must have at least a one-car garage. No carports are permitted

unless approved by the Committee; however, 4-Plex lots may have a carport at the rear of the lot off the alley.

6.20 Residential Landscaping. Front yards of all dwellings which are not composed of sidewalks, driveways or areas consisting of shrubs, hedges, ground covers and trees shall be covered by a grass such as coastal Bermuda or Saint Augustine or other commercially approved lawn grass. Front yards shall be landscaped in a professional manner, with shrubs, hedges and/or ground covers and trees including but not limited to two oak trees of a minimum of two (2) inch diameter; one (1) oak tree must be planted in the front yard. Front yards shall be covered with grass or other vegetation only. Paving or covering with rocks is not permissible. Vegetation will cover at lease seventy percent (70%) of the front yard open space. Each homeowner will be responsible for landscape maintenance. Each Owner shall maintain trees and shrubbery and keep them disease free and healthy, and if any such trees either die or become diseased or of unhealthy appearance, they shall be removed and new trees shall be planted in their place. The cost of any such shrubbery or trees shall be paid for by the Owner.

6.201 No owner shall allow his Lot or Lots, whether vacant or not, to remain overgrown with grass or weedy vegetation or natural wild vegetation, and each Owner shall be responsible for the timely maintenance, care and removal of grass, weedy or natural vegetation, by mowing, shredding, cutting and removing the same. Additionally, the Association, Declarant or the Committee or its agent(s) shall have the right at its option, to mow, shred or cut said vegetation, and to charge the Owners a reasonable fee. In the event that said fee remains unpaid for a period of thirty (30) days, Association, Declarant or Committee or its agents shall have a valid and subsisting lien for said payment and said lien may be perfected by filing an affidavit establishing said lien in the real estate records of Hidalgo County, Texas, and may bring suit to enforce the payment of said fees or for foreclosure of its lien, or both, and shall be entitled to reasonable attorney's fees and costs of suit for prevailing in such an action.

6.21 Vehicle Maintenance. No maintenance shall be allowed on any type of motorized vehicle on the street.

6.22 Driveways. Driveways must be constructed of concrete, brick, or other material receiving the pre-approval of the Committee. No asphalt driveways are allowed.

6.23 Mailboxes. All mailboxes shall be of the same design and material as the structure and placed in uniform form, as requested by the US Postal Service.

6.24 Insurance. Nothing shall be done or kept on a Lot or on the Common Areas which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on his lot or the Common Areas which would result in the cancellation of insurance of any residence or on any part of the Common Areas, or which would be in violation of any law.

6.25 Declarant's Special Rights. Declarant or the transferees of Declarant shall undertake the work of developing all Lots included with the Subdivision. The completion of that work and the sale, rental, or other disposition of Lots is essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

6.251 Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of 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.

6.252 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 part of the Subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of Lots by sale, lease or otherwise;

6.253 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 or Declarant's transferee or their representative, the business of completing such work, of establishing the Subdivision as a

residential community, and of disposing of Lots by sale, lease or otherwise; or

6.254 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.

6.26 Declarant and/or Builders of single-family residences in the Subdivision may maintain "model homes" for marketing and showing their product. However, a residence may only be utilized as a "model home" for 36 months after completion. All model homes must be constructed in accordance with the construction standards contained herein and with the prior approval of the Committee.

#### ARTICLE 7 OWNER'S OBLIGATION TO REPAIR

7.01 Each Owner shall, at its sole cost and expense, repair its residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction expecting only normal wear and tear.

#### ARTICLE 8 OWNER'S OBLIGATION TO REBUILD

8.01 If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereto, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs and shall be completed within fourteen (14) months after the damage occurs, unless prevented by cause beyond the control of the Owner or Owners. All plans for rebuilding must be approved by the Committee.

#### ARTICLE 9 ARCHITECTURAL CONTROL

9.01 Architectural Control Committee. Declarant shall designate and appoint the initial Architectural Control Committee ("Committee" or "ACC") consisting of three (3) adult persons (with  
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two (2) appointed at the sole discretion of Declarant, and one appointed by Vista Property Investments, LLC), which Committee shall serve until construction of a residence has been completed on every Lot in the Subdivision. If any Member becomes unable or unwilling to continue to serve during such term, Declarant, its successors or assigns, shall appoint a successor to finish the respective term. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. After construction has commenced or been completed on every Lot in the Subdivision, the duties, rights, powers and authority of the Committee shall automatically transfer, without any further formality, to the Association. Further, any or all of the duties, rights, powers and authority of the Committee may be assigned at any time, upon the unanimous decision of the Committee, to the Association. From and after the date of such assignment, the Association shall have full right, authority and power, and shall be obligated to perform the functions of the Committee as provided herein. The initial address for the Committee is Stonebriar SF ACC, 1420 Erie Avenue, McAllen, Texas 78501. Any future address for the Committee shall be given to the City of McAllen Building Inspection Department.

9.02 Goal of Architectural Control Committee. The goal of the Committee is to encourage the construction of single-family structures of good architectural design, quality and property size compatible with Declarant's conceptual plan for the Subdivision. Single-family structures should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such material, which, in the sole judgment of the Committee, will all create an attractive and harmonious blend with existing and proposed structures in the intermediate area and the natural surroundings. The Committee may disapprove the construction or design of structures on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners or to preserve the serenity and natural beauty of any surroundings. Prior judgment regarding matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if the Committee feels that the repetition of such matters will have an adverse effect on the Subdivision.

9.03 Function of the Architectural Control Committee. The Committee shall function as the representative of the owners for

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the purposes herein set forth. No building, roof, fence, wall or other structure of any nature whatsoever and no landscaping of any nature whatsoever that is readily visible from the street shall be erected, placed or altered on any lot (nor may any such item be subsequently replaced, treated or repainted in a manner which materially alters the exterior appearance of the item) until plans and specifications and a plat showing the exact location of the structure on the Lots in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such Committee.

9.04 The Architectural Control Committee or its representatives shall have the power to employ professional consultants to assist it in discharging duties. The decision of the Architectural Committee shall be final, conclusive and binding upon the applicant. All submissions to the Architectural Committee shall be at the address specified herein. Colors and types of stucco, roof, trim, roofing materials, front doors, fences, etc. will be reviewed by and must be approved by Committee. The Committee must also approve all landscaping plans. The Committee has developed a set of architectural guidelines to assist the Owners in designing and constructing their residence. The Committee may modify the architectural guidelines at any time. An electronic copy of the architectural guidelines will be provided to Lot owners upon request.

9.05 Procedures of Architectural Control Committee. The Committee may establish and publish from time-to-time reasonable administrative procedures and separate building guidelines to supplement the restrictions.

9.06 Variances. The Building Committee may require the submission to it of such documents and items, (including as examples, but without limitation, written request for the description of the variance requested, plans, specifications, plot plans, and samples of materials), as it shall deem appropriate in its consideration of a request for variance. Notice of a request for variance shall be delivered to the four lots immediately on all sides of the subject lot. If the Building Committee shall approve a request for a variance, the Building Committee shall evidence such approval, and grant its permission for variance only by written instrument, addressed to the owner of the lot(s) relative to which such variance has been requested, describing the applicable restrictive covenants and the particular variance requested, expressing the decision of the Building Committee to permit the variance, describing (when applicable) the condition of which the



variance has been approved (including as examples, but without limitation, the type of alternative materials to be permitted, and the alternate fence height approved or specifying the location, plans and specifications applicable to the approved building), and signed by a majority of the then members of the Building Committee (or by the Committee's duly authorized representative). Any request for a variance shall be deemed to be disapproved for the purposes hereof in the event of either (a) written notice of disapproval by the Building Committee, or (b) failure by the Building Committee to respond to the request for variance within thirty (30) days after the written request for variance has been sent to the Committee.

9.07 Powers. The Committee shall have and exercise such powers and rights provided for in and consistent with the provisions of this Declaration. Each Committee member shall have one (1) vote. Except in those instances in this Declaration where the unanimous action shall be taken or any decisions made by the Committee except with the concurrence of not less than two (2) Committee members, however, a designated representative approved unanimously by all three (3) Committee members shall have the sole power to act on behalf of the Committee. The designated representative's power may be revoked by a written communication to all Lot Owners. Each Committee member shall be entitled to receive (but may waive) not less than five (5) days written notice of each meeting of the Committee and of each action proposed to be taken and decision proposed to be made by the Committee (whether or not at a meeting).

9.08 Approval of Plans and Specifications. No building, fence, wall, road, driveway or other structure shall be commenced, erected, altered or maintained upon the Lots, nor shall any exterior addition to, or change or alteration therein, be made, except as set forth below, until samples of the masonry stucco, exterior paint and roofing materials, and the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Committee as to quality of workmanship and material, the harmony of external design and location of such improvements in relation to the surrounding structures and topography. The Committee must be provided with a full size set of plans and specifications along with an 8.5 x 11 inch set. The full size set of plans will be returned to Owner upon approval of the Committee and stamped as such so that Owner may obtain a building permit from the City of McAllen.

9.09 Failure of Committee to Act. If the Architectural Committee fails to approve or disapprove the plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such Committee has approved such plans and specifications. If plans and specifications are not sufficiently complete or otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance. The approval of the Architectural Control Committee to any submitted plans and specifications shall not be deemed as the approval of the Committee to any other items not expressly and specifically covered by such submitted plans and specifications.

9.091 Basis of Approval. Approval of plans and specifications shall be based upon any one or more of the following:

9.092 The architectural and structural integrity of design.

9.093 Harmony and conformity of the design with the surroundings both natural and built including harmony between the single-family homes and the 4-Plex units.

9.094 Adequacy of the design to the conditions of the site.

9.095 Relation of finished grades and elevations to the neighboring sites.

9.096 Conformity to specific and general intent of these restrictions covering the particular platted unit of which the lot in question forms a part.

9.097 Aesthetic considerations determined in the Committee's sole discretion.

9.11 Failure to Comply. Failure to comply with ¶9.04 herein shall submit the respective Lot Owner to injunctive relief and/or damages, pursuant to ¶2.03. The defendant Lot Owner shall pay all costs of court and attorney's fees borne by the Association or other entity bringing such action should the Association or other entity, as the case may be, prevail.

## ARTICLE 10 GENERAL PROVISIONS

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10.01 Enforcement. Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.02 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

10.03 Declarant. So long as the Class B membership exists, the Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration at any time and from time to time as otherwise specifically authorized by this Declaration, or if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which is in conflict therewith, (b) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property, or (c) 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 for development, the Declarant may unilaterally amend for other purposes, provided the amendment has no material adverse effect upon any right of any Owner.

10.04 Owners. Except as otherwise specifically provided above, or elsewhere in this Declaration, this Declaration may be amended only by a majority vote of Class A Members, together with the Class B Member's vote, for so long as the Class B Membership shall exist. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed number of affirmative votes required for action to be taken under the clause. No amendment may remove, revoke, or modify any right or privilege of Declarant without the consent of Declarant (or its assignee of such right or privilege).

10.05 Validity and Effective Date of Amendments. Amendments to this Declaration shall become effective upon recordation in the real property records of Hidalgo County, Texas, unless a later

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effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate as a waiver or amendment of any provision of this Declaration.

10.06 Subordination. No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Subdivision or any Lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

10.07 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, Association, or any member thereof for a period of thirty (30) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed in writing by the then owner of at least fifty percent (50%) of the Subdivision Lots.

10.08 Compliance with Laws. At all times, each Owner shall comply with applicable, federal, state, county, and municipal laws, ordinances, rules and regulations with respect to the use, occupancy, and condition of their Lot and any improvements thereon. If any provision contained in this Declaration or amendment is found to violate any law. Then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

10.09 Leases. Any and all lease agreements, whether written or otherwise, relating to Property in the Subdivision shall be subject to the terms of this Declaration. All Owners are responsible for ensuring that any and all of their tenants are complying with the terms of this Declaration.

10.10 Annexation of Additional Property. At any time following the recordation of this Declaration, Declarant, its successors or assigns, in its sole discretion, may annex additional property into the Subdivision and/or into and under the scope of this Declaration and subject to the terms and provisions of this Declaration (as an additional or new lot, phase, section or otherwise), without notice to or the consent or joinder of any other Owner (except the owner(s) of any such annexed property, Declarant shall prepare, execute and record in the Real Property

Records of Hidalgo County, Texas, an amendment to this Declaration describing the property to be annexed and declaring same to be part of the Subdivision and subject to the terms and provisions of this Declaration.

EXECUTED by the Declarant, this 16<sup>th</sup> day of September, 2021.

Affordable Homes of South Texas, Inc.  
a Texas non-profit corporation

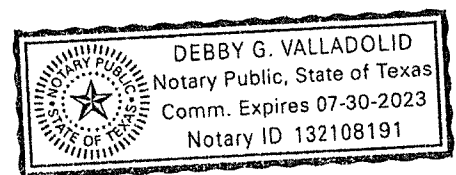
By: \_\_\_\_\_

Robert A. Calvillo  
Robert A. Calvillo, Executive Director

STATE OF TEXAS       §  
                                     §  
COUNTY OF HIDALGO   §

BEFORE ME, a Notary Public, on this day personally appeared Robert A. Calvillo, Executive Director of Affordable Homes of South Texas, Inc., a Texas non-profit corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity stated and for the purposed and consideration therein expressed.

Debby G. Valladolid  
Notary Public, State of Texas



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
STONEBRIAR AT TRINITY OAKS SUBDIVISION

Exhibit A

Agreement for park in lieu of fees

## AGREEMENT FOR PARK IN LIEU OF FEES

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO   §

This Agreement is made by and between Affordable Homes of South Texas, Inc. ("Developer") and the CITY OF MCALLEN ("City").

### RECITALS

Developer presently owns property described in Exhibit "A" ("Property").

City Ordinances require Developer post a Park Fee prior to platting the Property for development.

Developer desires to build a park in lieu of the Park Fee.

The City Council, by Minute Order # 2020-03, has authorized the City Manager to allow developers to build parks in lieu of paying the Park Fee.

### AGREEMENT

NOW, THEREFORE, Developer and City agree as follows:


1. Developer shall construct park improvements for the Property in accordance with the City's plans and specifications as required by the City Engineer. Said plans, as amended, are made part of this Agreement. The improvements shall include all labor and material for the following: park equipment as more specifically described on Exhibit "A" attached hereto and incorporated herein fully as if set forth at length

2. Developer shall deposit the amount of \$ 165,116.48, in escrow with the City. This amount represents the normal and ordinary Park Fee for a development such as is proposed by Developer.

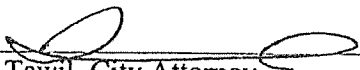
3. City shall hold the Park Fee in escrow until Developer has constructed the park improvements and conveyed by general warranty deed the park property to the City. Upon written declaration by the City Engineer that the park improvements are acceptable to the City and the City has received and recorded a valid general warranty deed for the park property, the City shall refund the Park Fee to Developer. If acceptable park improvements have not been constructed within one year from the date of this Agreement, and park property deeded to the City, the Park Fee shall be forfeited to the City.

WITNESS OUR SIGNATURES this 18<sup>th</sup> day of August 2021.

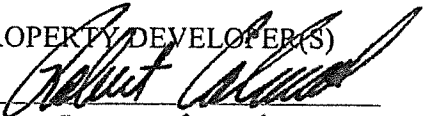
CITY OF MCALLEN

By:   
Roel Rodriguez, P.E. City Manager

Approved as to form:

By:   
Isaac Tawil, City Attorney

PROPERTY DEVELOPER(S)

  
Name Robert Calvillo  
Executive Director



## EXHIBIT "A"

All of Lot 14, La Lomita Irrigation and Construction Company Subdivision as per Map  
recorded in Vol. 24, Page 68 of Hidalgo County Deed Records

Being replatted as:

Stonebriar at Trinity Oaks Subdivision



Administration Building  
1420 Elm Ave. McAllen, TX 78501  
Ph: (361) 637-9253 Fax: (361) 662-7331  
Toll-Free: 1-800-365-3445

Website: www.ahsti.org

June 14, 2021

Mr. Joe Fuentes  
Parks Manager  
City of McAllen  
P. O. Box 220  
McAllen, TX 78502

Via email

Dear Mr. Fuentes:

As requested, here is a letter outlining our requests related to our proposed 140 lot subdivision located near Sprague and La Lomita Roads.

As you may know, Affordable Homes of South Texas, Inc. (AHSTI) is a non-profit Affordable Homeownership program. We acquired this property in 2019 and are near completion of the development. The Development will be split up into two sections. The front section will be 4-plex lots that will most likely be sold in the open market. The second section (to the rear of the development) will be AHSTI standard size lots for low and moderate income families. A detention pond (on the east side of the development) will also be used as a buffer between the sections. On the west side of the buffer section is another sunken area that is not required for detention but will be used as additional detention, if needed. It is in this section that AHSTI would like to develop a play area. This design, completed by Andrew Heffner and team will include picnic stations, playscape equipment, a junior soccer fields hydromulch and a 6 foot wide concrete walking trail. Total estimated cost for this, as per Mr. Heffners estimate is \$165,116.48.

AHSTI respectfully requests that this park and the dedication of the property, satisfy the park requirement for this development.

Please let me know what further information you might need from us.

Sincerely,

Robert Calvillo  
Executive Director

[illegible]

THE OPINION OF PROBABLE COST IS AN APPROXIMATE VALUE, THIS VALUE SHOULD BE EXPECTED TO HAVE A MARGIN OF ERROR BETWEEN 10 AND 20 PERCENT



HEFFNER DESIGN  
TEAM, PLLC

1000 N. 10th Street  
Arlington, TX 76010  
76010-1000  
817.341.1000  
www.heffnerdesign.com

PRELIMINARY  
NOT FOR  
CONSTRUCTION  
FOR INFORMATION  
ONLY



STONEBRIAR AT  
TRINITY OAKS  
ARLINGTON, TX

NO.	DATE	DESCRIPTION
1	10/1/2010	ISSUED FOR PERMIT
2	10/1/2010	ISSUED FOR PERMIT
3	10/1/2010	ISSUED FOR PERMIT
4	10/1/2010	ISSUED FOR PERMIT
5	10/1/2010	ISSUED FOR PERMIT
6	10/1/2010	ISSUED FOR PERMIT
7	10/1/2010	ISSUED FOR PERMIT
8	10/1/2010	ISSUED FOR PERMIT
9	10/1/2010	ISSUED FOR PERMIT
10	10/1/2010	ISSUED FOR PERMIT

CONCEPT SITE  
PLAN

1	10/1/2010	ISSUED FOR PERMIT
2	10/1/2010	ISSUED FOR PERMIT
3	10/1/2010	ISSUED FOR PERMIT
4	10/1/2010	ISSUED FOR PERMIT
5	10/1/2010	ISSUED FOR PERMIT
6	10/1/2010	ISSUED FOR PERMIT
7	10/1/2010	ISSUED FOR PERMIT
8	10/1/2010	ISSUED FOR PERMIT
9	10/1/2010	ISSUED FOR PERMIT
10	10/1/2010	ISSUED FOR PERMIT

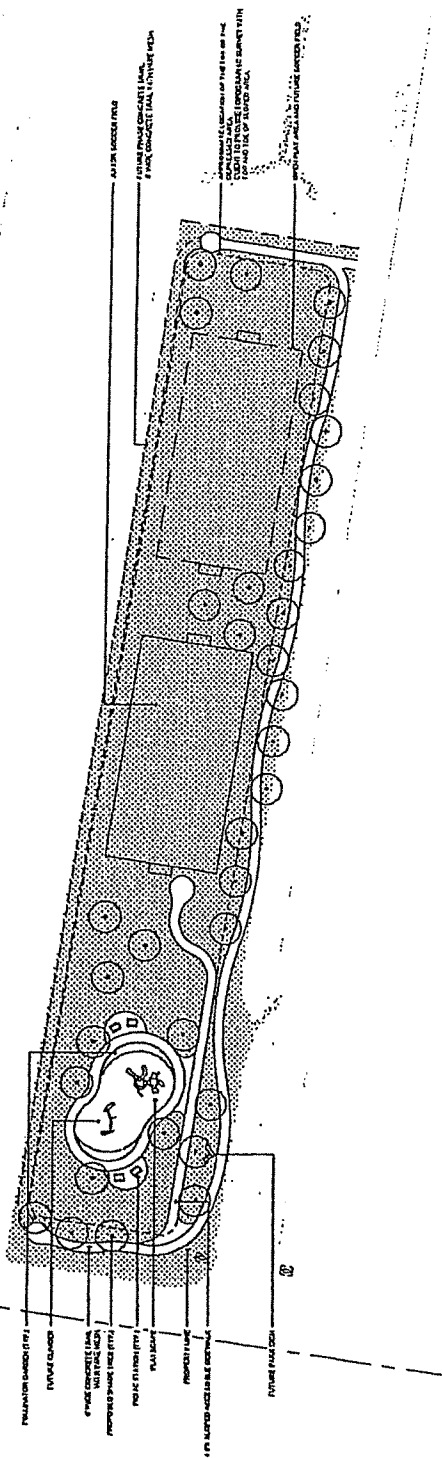
L1

# STONEBRIAR AT TRINITY OAKS ARLINGTON, TX LANDSCAPE & IRRIGATION DRAWING INDEX

## L1 CONCEPT SITE PLAN

### GENERAL NOTES:

1. SEE CITY MAP AND ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND STRUCTURAL DRAWINGS FOR THE LOCATION OF ALL UTILITIES. ALL UTILITIES SHALL BE SHOWN ON THE PLAN BY THE CONTRACTOR FOR THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES.
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NORTH  
SCALE 1" = 30'