

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



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

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RHODES ENTERPRISES, INC  
ORIGINAL RETUERNED TO CUSTOMER  
TX

User / Station: A Rodriguez - Cash Superstation 09



**STATE OF TEXAS  
COUNTY OF HIDALGO**

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, TX

DECLARATION OF COVENANT  
CONDITIONS AND RESTRICTIONS FOR

2525009

RETAMA VILLAGE PHASE III (3)

*Know All Men by These Presents*

*State of Texas*

*County of Hidalgo*

WHEREAS, Rhodes Enterprises Inc., Located at 2500 S Bentsen Palm DR STE 267B, Mission, Hidalgo County, Texas (hereinafter called "Declarant"), as owner of all that certain real property located in Hidalgo County, Texas described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes:

WHEREAS, the Declarant will convey the above-described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth, pursuant to an established general plan for the improvement and development of property:

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 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 insure to the benefit of each owner thereof.

ARTICLE ONE  
DEFINITIONS

- 1.01 "ARC" and "Architectural Review Committee" shall mean the architectural review committee established by the Association to review plans and applications for the modification of improvements within the Subdivision and to administer and enforce architectural controls.
- 1.02 "Association" and "BDPA" shall mean the master Home Owners Association for the Master Planned Community of Bentsen Palm Development and incorporated as **Bentsen Palm Development Association, Inc.**, a Texas non-profit corporation, its successors and assigns. All rules, conditions, covenants and declarations of Bentsen Palm Development Association, Inc. Board of Directors shall be binding on all properties located in the property described in Exhibit "A". The Master Declaration referenced herein shall be the Declaration of Covenants, Conditions and Restrictions for Bentsen Palm Development filed of record as document number 1674119 of the Official Records of Hidalgo County, Texas.
- 1.03 "Board" shall mean the board of directors of BDPA.
- 1.04 "Bylaws" shall mean the bylaws of BPDA, as such bylaws may be amended from time to time.
- 1.05 "Certificate" shall mean the Certificate of Formation of BPDA.
- 1.06 "Community", "Phase III(3)" and "Subdivision" shall mean RETAMA VILLAGE PHASE III (3) Subdivision, which comprised the property described in Exhibit "A".
- 1.07 "Declarant" shall mean and refer to the above named person, their heirs, successors and assigns shall acquire more than one undeveloped Lot from Declarant of the purpose of development.
- 1.08 "Design Standards" and "Design Standards and rules" means those design standards and rules set forth herein and such additional design standards and rules established by the Association for the Community, as such design standards and rules are amended from time to time by the Association. Design Standards may vary in different Neighborhoods.

- 1.09 "Initial Construction and Sales Period" shall mean the period from final plat approval by the City of Mission until all lots described in Exhibit "A" are improved and first occupancy occurs by a permanent resident. Once first occupancy occurs, that specific lot is no longer considered a part of the exceptions listed for the Initial Construction and Sales Period.
- 1.10 "Lot" shall mean and refer to that portion of any of RETAMA VILLAGE, PHASE III (3) Subdivision plots of land shown upon the plat and subdivision map recorded in the Map Records of Hidalgo County, Texas on which there is or will be built a single-family dwelling. The term "Lot" shall not include any reserves or common areas shown on the said map of plat. Any Lot numbers referenced herein shall refer to the numbered sequence of Lots on the recorded plat.
- 1.11 "Neighborhood" shall mean a group of Lots designated as a separate Neighborhood under Article 3 below. The Board may opt to combine one or more Neighborhoods and may designate specific names for the Retama Village Neighborhoods. A Neighborhood may be comprised of more than one housing type and may include noncontiguous parcels of property.
- 1.12 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.
- 1.13 "Retama Village" shall mean the Subdivision and Retama Village, Phase 1 and Retama Village, Phase 2.

### AGE RESTRICTION

Retama Village, Phase 3 is intended to provide housing primarily for persons 55 years of age or older, subject to the rights reserved to Declarant in this Section. The Properties shall be operated as an age restricted community in compliance with all applicable state and federal laws. No person under 19 years of age shall stay overnight in any Dwelling Unit for more than 30 days in any 12-month period.

Subject to this Section, each Dwelling Unit, if occupied, shall be occupied by at least one Person 55 years of age or older; provided, however, that once a Dwelling Unit is occupied by an Age Qualified Occupant, other Qualified Occupants of that Dwelling Unit may continue to occupy the Dwelling Unit, regardless of the termination of the Age Qualified Occupant's occupancy. Notwithstanding the above, at all times, at least 80% of the occupied Dwelling Units within the Properties (as calculated pursuant to federal or state law and applicable regulations, including 24 Code of Federal Regulations § 100.305, as amended from time to time) shall be occupied by at least one person 55 years of age or older.

The Board shall publish and abide by policies and procedures from time to time as necessary to maintain its status as an age restricted community under state and federal law and demonstrate its intent that Retama Village, Phase 3 be operated as housing for persons 55 years of age or older.

Sales By Declarant. Notwithstanding the restriction set forth in Article III, Declarant reserves the exclusive right to sell Lots to Persons between the ages of 45 and 55, inclusive for the purpose of such Persons occupying the Lot; provided, such sales may not result in Retama Village, Phase 1 failing to comply with applicable State and Federal laws permitting the Properties to be developed and operated as an age-restricted community. No other Person shall be permitted to sell Lots that will not be occupied by at least one person 55 years of age or older. The right to purchase a Lot from Declarant for the purpose of occupying the Lot by Persons aged 45 to 55 is personal to the purchaser of a Lot from Declarant. Such right may not be assigned by a Person purchasing a Lot from Declarant and such right shall not run with or bind the Lot. All Lots acquired from Declarant for occupancy by a Person aged 45 to 55 pursuant to this Section, which are later transferred by such Person, whether by sale or otherwise, are intended exclusively, upon the transfer or sale of the Lot by such Person, for occupancy by at least one Person 55 years of age or older.

- 1.14 "Age-Qualified Occupant": Any Person (i) 45 years of age or older who owns and occupies a Dwelling

Unit and was the original purchaser of the Dwelling Unit from the Declarant; or (ii) 55 years of age or older who occupies a Dwelling Unit. The terms “occupy”, “occupies”, or “occupancy” or any derivative thereof used throughout this Declaration, shall mean staying overnight in a particular Dwelling Unit for at least 60 days in any 12-month period. An “Occupant” shall be any Person who occupies a Dwelling Unit.

1.15 “Qualified Occupant”: Any of the following Persons occupying a Dwelling Unit:

(i) any Age-Qualified Occupant;

(ii) any Person 19 years of age or older occupying a Dwelling Unit with an Age-Qualified Occupant;

(iii) any Person 19 years of age or older who occupied a Dwelling Unit with an Age Qualified Occupant and who continues, without interruption, to occupy the same Dwelling Unit after termination of the Age Qualified Occupant’s occupancy thereof.

(iv) Any Person 19 years of age or older who is occupying a Dwelling Unit for the purposed of providing in-home health care to an Age Qualified occupant or direct member of an age qualified occupant’s immediate family or hired domestic housekeeping service occupant so long as an Age Qualified Occupant resides in the same dwelling unit

ARTICLE TWO  
MASTER HOMEOWNER'S ASSOCIATION CONTROL, ARCHITECTURAL CONTROL, and  
ADVISORY COMMITTEE

2.01 The Owner hereby appoints the Association to structure an Architectural Review Committee for RETAMA VILLAGE PHASE III (3) Subdivision consisting of members appointed under the rules of the Association. The ARC must approve all exterior plan details, setbacks, revisions or alterations to existing dwellings, fencing details and other architectural items affecting the nature of the RETAMA VILLAGE PHASE III (3) Subdivision. Complete architectural plans of new construction, fencing or alterations to existing dwellings must be submitted to the ARC prior to commencement of any construction or alterations. The ARC shall review such plans and either approve or disapprove under the rules of the Association.

2.02 The Association may structure a Retama Village Neighborhood Association Architectural Advisory Committee ("AAC") to review all plans and advise the ARC. The ARC is not bound by advice or opinion of the AAC but may consider such advice or opinions when rendering a decision. Members will be appointed by the BPDA Board. Lot Owners in RETAMA VILLAGE PHASE III (3) Subdivision may recommend applicants to the AAC per guidelines approved by the BDPA Board. Any appointee to the AAC serves at the pleasure of the BPDA Board.

2.03 The Association will own and operate the common properties and facilities, including the Community park, if any, with all its improvements, Community entrances and all other common areas within the Community. Membership in BPDA is mandatory for all Owners and contract purchasers. Each Owner is subject to an annual assessment by BPDA for the purposes of providing adequate funds to carry out its obligations as outlined in the Certificate and By-Laws of BPDA.

2.04 In addition to the annual assessments and any other special, specific or other assessments as outlined in the Certificate and By-Laws of BPDA, which includes the assessments in the Master Declaration, the Association may levy in any assessment year, a special assessment to provide for indemnification and hold harmless of the City of Mission relating to any condition of lack of maintenance or repair or otherwise relating to any claim based on any Common Element made by any member of the Association or any third party which can be asserted against the City of Mission. The Association and every Lot Owner, individually, will hold the City of Mission and Declarant harmless and indemnify

them from any and all liability from claims from any third party or any Lot Owner against the City of Mission or Declarant relating to the condition of any of the common elements or from any other cause relating to the obligations of the Association or Lot Owners hereunder.

ARTICLE THREE  
DESIGN STANDARDS

General  
(Applicable to All Lots)

- 3.01 All construction shall comply with the terms and conditions of the most recent Design Standards and rules and requirements of the ARC. The most recently approved Design Standards by the Association for Retama Village Subdivision are made a part of this document by reference.
- 3.02 Only new construction materials shall be utilized in constructing any structures situated on a Lot, unless the ARC shall expressly approve in writing the use of used construction materials.
- 3.03 All exterior field colors and decorative stone shall be approved by ARC. The colors of the trim, doors and windows shall be complimentary to the selected field colors. Wood sashes, doors and trim shall be painted or stained, provided garage doors do not need to be painted or stained. ARC approval for all external materials and colors is to be based on neighborhood harmony and compatibility with surrounding dwellings.
- 3.04 In accordance with standards and plans established by the ARC, walls and fences may be erected with ARC pre-approval of the location, materials and finish / color. Where a fence or wall extends into or crosses over a utility or other easement, the owner of the lot on which the fence or wall is located will hold sole responsibility for the removal and replacement of such fence or wall should that be required based on the need for access by any legally authorized entity per the recorded easement. In addition, any fence, wall or barrier landscaping that isolates an area of landscaping requiring regular maintenance shall include a gate or pass-way sufficient in size for access by the equipment required to perform such maintenance. In the event such access is missing or deficient, the application for such fence, wall or barrier landscaping may be denied by the ARC or the lot owner may be assessed a higher rate for landscape maintenance. The owner must also grant unrestricted access to such areas as is required for performing required maintenance.
- 3.05 All exterior and interior construction of the dwelling structure, garage, porches and any other appurtenances or appendages of every kind and character shall conform to all applicable municipal codes and issuance of a certificate of occupancy by the City of Mission shall be completed no later than one (1) year following the commencement of construction, defined as the date of issuance of a building permit by City of Mission or thirty (30) days following the date the ARC gives final approval to the construction plans, whichever occurs first. Construction commenced and not completed within such twelve (12) month period is subject to a fine of up to five hundred dollars (\$500.00) per day by the Association. Any violation of this Section will subject the owner of the lot to a fine of up to five hundred dollars (\$500.00) per day until the violation is corrected, as well as any and all other remedies that the Association may impose in accordance herein.
- 3.06 Any construction shall be undertaken in a good and workmanlike manner and in accordance with all applicable laws. The Owner shall obtain all required building permits. In connection with any such construction, no damage shall be done to any adjacent lots, streets, common areas or public or private utilities. Construction material, trash and construction worker trash must be contained during construction in a dumpster or other acceptable enclosed container on the lot and or confined to the building itself. The owner and any owner's agent is responsible for any cleanup cost associated with retrieval of debris or trash scattered or blown off lot and deposited on other property, whether lots or common areas. The Association will issue one notice of non-compliance of this section to the owner of a lot, whether under construction or if the condition exists after occupancy. After such notice, if the owner does not take corrective action to clean the debris or trash or if the condition continues, the Association may have the debris or trashed cleaned and assess the owner the cost of such corrective action.

- 3.07 Any violation of these Design Standards, or beginning construction without approval of the ARC, failing to obtain a building permit, failing to comply with applicable law, failing to comply with approved plans, or otherwise failing to comply with the terms of this Declaration can result in the Association imposing a substantial fine, and if applicable, remedying the noncompliance and placing a lien upon the lot and improvements until it is reimbursed for its expenses. In applicable instances, the Association shall have the right, but not the obligation, after ten (10) days written notice to the owner to enter the lot and remedy such noncompliance to its satisfaction and may charge the owner for the cost of such work. The owner agrees by the purchase of such lot to pay such amount immediately upon receipt of an invoice therefore. The amount of such charge, together with interest thereon at fifteen percent (15%) per annum and reasonable cost of collection shall be a charge and continuing lien upon such lot, as well as a personal obligation of the owner of such lot.
- 3.08 Landscaping, Irrigation and Maintenance requirements shall be as listed in Exhibit "B" and made a part of this document.

Lots 242 - 257 Neighborhood (Single Family Dwellings with Uncovered RV Parking Pads)  
(Sections 3.09 through 3.19 apply only to Lots 242-257)

- 3.09 Lots 242 - 257 shall have concrete parking pads and service pedestals of a style and type approved by the Association. All lots will be fully landscaped and include individual irrigation systems with individual controls.
- 3.10 The lots, in addition to one Recreational Vehicle per defined regulations, may contain one single family dwelling complying with the requirements herein. The dwelling is limited to a single designated model, which has multiple floor plans and a set of standard options. The dwelling will be site built to meet all codes and standards for single family dwellings. Decorative finish items may be allowed if prior approval of the ARC is obtained. The dwelling must have a ground floor area of not less than 700 square feet, exclusive of open or screened porches, terraces, patios, and driveways. Only newly constructed homes will be permitted. The exterior walls of any residence shall consist of not less than 100% masonry or masonry veneer construction. Block construction must have a stucco finish. No evaporative cooler or air conditioner shall be placed, installed, or maintained on the roof or wall of any building structure.
- 3.11 Any Recreational Vehicle placed on a lot must be, in the sole judgment of the ARC, in good repair and have what would be considered an outward appearance of having been cosmetically well maintained. Not allowed on any lot are mobile homes, "park-model" units, folding or collapsible RVs, truck campers, hybrid trailers with canvas for roofs or sides, or others as officially listed in the current version of the Rules and Regulations.
- 3.12 Decorative trellis coverings (pergolas) may be installed subject to prior approval of the design, material, finish stain color and usage of the covering and specific size and location requirements. No shade, wind or other coverings devices or roof coverings may be added to the structure's sides or roofing without specific approval by the ARC.
- 3.13 Roof material on dwellings must be 30-year shingles with an architectural dimensional effect. Lightweight shingles or "three-tab" shingles are not allowed. All additions will use the same color, style and weight shingle as the main structure. All dwellings and additions in this subdivision shall have a shingle color matching "Weathered-Wood" as produced by Elk Shingles. Only low profile roof ventilators may be used. Vents and other penetrations must be as unobtrusive as possible and located away from the main roof in which the dwelling is to be constructed. Pitched roofs shall have a minimum slope of 6: 12 on all buildings.
- 3.14 No fixed awnings, coverings, tents or other structures will be allowed to be erected on any site without prior approval by the ARC. Awnings that are an integrated part of an RV unit are allowed without approval by the ARC.
- 3.15 Address/name plaque posts must be of a style and material approved by the ARC.

- 3.16 Flagpoles are limited to one per lot and must be attached to the dwelling. The height and location of the flagpole is subject to ARC approval. No flags may be attached to the Recreational Vehicle or Landscape items.
- 3.17 Hot Tubs/Spas must be installed on non-pervious material. All drainage water must be neutralized before draining and must not drain from the owner's property.
- 3.18 No free-standing collapsible screen patios or tents are allowed on any site.
- 3.19 No RV may be underpinned or any permanent "tie-downs" used to secure the unit as a permanent structure. No under-unit storage of items is allowed. Covering for 5th-wheel neck hitch attachment is allowed.

Lots 238 - 241 & 258 - 265 Neighborhood (Single Family Dwellings with Covered RV Pads)  
(Sections 3.20 through 3.25 apply only to Lots 238-241)

- 3.20 Each dwelling shall have an adjacent covered parking area.
- 3.21 The minimum living area (air conditioned area) for Lots 238 - 241 & 258 - 265 is to be 1200 square feet. Living area shall mean the portion of a dwelling which is enclosed and customarily used for dwelling purposes but shall not include open porches, open terraces, breezeways, attached garages or dwelling accessory buildings.
- 3.22 The approach leading to the front entrance of the dwelling should be clearly indicated to designate the entrance of the dwelling and to avoid doubt as to the location of the front entrance. Accordingly, the entry should keep scale with pedestrian traffic and be in balance with the entire elevation. Brick details and other masonry details should be done in a manner that creates depth. Brick or masonry shadow lines and projections should balance with the design of the house. The front plane of the house should have movement front to back and multiple plate heights across the front. The use of accent materials and features must not conflict with the architectural style of the dwelling or the surrounding neighborhood harmony. The ARC reserves the right to reject elevations with monotonous plate heights across the front and the use of materials and features that, at the sole judgment of the ARC, do not conform to neighborhood harmony.
- 3.23 Decorative rail fencing between columns and at the entrance to the Coach Port section of Lots 238 - 241 & 258 - 265 is permitted subject to prior approval of the design, color, placement and size by the ARC prior to installation.
- 3.24 Roof material must be 30-year shingles with an architectural dimensional effect. Lightweight shingles or "three-tab" shingles are not allowed. All additions will use the same color, style and weight shingle as the main structure. All dwellings and additions in this subdivision shall have a shingle color matching "Weathered-Wood" as produced by Elk Shingles. Other roofing material, such as standing-seam metal, clay or concrete or flat roofing must be approved by the ARC and be demonstrated the reason for the special architectural requirements. Total height of dwelling, including chimney, shall not exceed a maximum of thirty-five feet (35') above the finish floor slab. Only low profile roof ventilators may be used. Vents and other penetrations must be as unobtrusive as possible and located away from the main roof in which the dwelling is to be constructed. Chimneys shall be clad in masonry with colors complimentary to the color of the main unit. Pitched roofs shall have a minimum slope of 5:12. Flat roofs are discouraged, but may be used in conjunction with an adequate parapet wall and allowed only on such architectural styling as deemed appropriate by the ARC.
- 3.25 A minimum of a four (4) foot wide sidewalk shall be constructed from the driveway to the front of the dwelling. All such sidewalks shall be made of non-pervious materials, permanently installed with no open joints and no loose aggregate under any conditions. All driveways shall be made of concrete. Any other surface must have prior ARC approval. Colors, textures and patterns of any decorative concrete

finish (stamped, painted, stained, etc.) must receive prior ARC approval before installation.

Lots 266 - 276 Neighborhood (Single Family Dwellings without Pads for RVs)  
(Sections 3.26 through 3.31 apply only to Lots 266-276)

- 3.26 Each dwelling shall have an adjacent covered parking area.
- 3.27 The minimum living area (air conditioned area) for Lots 266 - 276 is to be 1000 square feet. Living area shall mean the portion of a dwelling which is enclosed and customarily used for dwelling purposes but shall not include open porches, open terraces, breezeways, attached garages or dwelling accessory buildings.
- 3.28 The front entry area should have some sense of arrival. It should have some dominance that is not confusing. The entry should keep scale with pedestrian traffic and be in balance with the entire elevation. The approach leading to the front entrance of the dwelling should be clearly indicated to designate the entrance of the dwelling and to avoid doubt as to the location of the front entrance. Brick details and other masonry details should be done in a manner that creates depth. Brick or masonry shadow lines and projections should balance with the design of the house. The front plane of the house should have movement front to back and multiple plate heights across the front. The use of accent materials and features must not conflict with the architectural style of the dwelling or the surrounding neighborhood harmony. The ARC reserves the right to reject elevations with monotonous plate heights across the front and the use of materials and features that, at the sole judgment of the ARC, do not conform to neighborhood harmony.
- 3.29 Roof material must be 30-year shingles with an architectural dimensional effect. Lightweight shingles or "three-tab" shingles are not allowed. All additions will use the same color, style and weight shingle as the main structure. All dwellings and additions in this subdivision shall have a shingle color matching "Weathered-Wood" as produced by Elk Shingles. Other roofing material, such as standing-seam metal, clay or concrete or flat roofing must be approved by the ARC and be demonstrated the reason for the special architectural requirements. Total height of dwelling, including chimney, shall not exceed a maximum of thirty-five feet (35') above the finish floor slab. Only low profile roof ventilators may be used. Vents and other penetrations must be as unobtrusive as possible and located away from the main roof in which the dwelling is to be constructed. Chimneys shall be clad in masonry with colors complimentary to the color of the main unit. Pitched roofs shall have a minimum slope of 5:12. Flat roofs are discouraged, but may be used in conjunction with an adequate parapet wall and allowed only on such architectural styling as deemed appropriate by the ARC.
- 3.30 A minimum of a four (4) foot wide sidewalk shall be constructed from the driveway to the front of the dwelling. All such sidewalks shall be made of non-pervious materials, permanently installed with no open joints and no loose aggregate under any conditions. All driveways shall be made of concrete. Any other surface must have prior ARC approval. Colors, textures and patterns of any decorative concrete finish (stamped, painted, stained, etc.) must receive prior ARC approval before installation.
- 3.31 No truck, bus, trailer, R.V., commercial vehicle or equipment shall be left parked or placed on these Lots except for construction and repair equipment while a residence or residences are being built or repaired, and no truck, bus, boat, R.V. or trailer shall be parked on the driveway in such a manner as to be visible from the street for a period of greater than 48 hours during which time loading or cleaning may be permitted. Note that the only exception to this is a converted passenger vehicle (Van) used strictly for transportation, and neither connected to utilities or occupied other than as transportation.

ARTICLE FOUR  
USE RESTRICTIONS  
RESIDENTIAL USE

4.01 The lots, and each and every one thereof, are for 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 offices, or other multiple-family dwelling shall be erected, placed, permitted or maintained on such premises or on any part thereof. No improvement of structure whatsoever, other than a first class private dwelling house, patio walls, swimming pool, or other structure approved by the ARC may be erected, altered, placed, maintained or permitted to remain on any of the Lots in such premises. No improvement of structure whatsoever, other than an outside storage building meeting the design standards, swimming pool, or hot-tub may be erected, altered, placed, maintained or permitted to remain on any of the Lots without specific written approval by the ARC.

#### SETBACK

- 4.03 All buildings, structures, outbuildings, and appurtenance are subject to the setback restrictions noted in the RETAMA VILLAGE Phase III (3) subdivision plat. Any variance thereof shall require approval of the City of Mission Zoning Board of Adjustments. If two (2) or more lots or fractions thereof are consolidated into a building site in conformity with the provisions of Paragraph 4.04, these setback provisions shall be applied to such resultant building site as if it were one (1) original platted lot.

#### RESUBDIVISION OR CONSOLIDATION

- 4.04 None of said lots shall be resubdivided in any fashion except that any person owning two (2) or more adjoining Lots may subdivide or consolidate such Lots, with the privilege of constructing improvements as permitted in Paragraph 4.02 and 4.03 hereof on each resulting building site, provided that such subdivision or consolidation does not result in any building site having a front line of less than the smallest of the original Lots.

#### EASEMENTS

- 4.05 Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the record plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, successors, agents, employees, or servants, to shrubbery, trees, or flowers or to other property of the Owners situated within any such easements; but shall be liable for any damages done by them outside such easements. There shall be no permanent concrete or paved slabs within any recorded side or rear easements.

#### NOXIOUS OR OFFENSIVE ACTIVITIES PROHIBITED

- 4.06 No noxious or offensive activity shall be carried on upon any lot or permitted on any lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood. The Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or an annoyance including, but not limited to, noxious odors or noise created by animals. Only noncommercial and/or not-for-hire motor vehicles are allowed parking on any site, provided that commercial vehicles may be in the Community on an intermittent basis while making deliveries, in connection with the provision of a service or by request of the Association. Motor vehicles not currently licensed, boats, trailers, campers, or other vehicles shall not be permitted to be parked on any Lot subject to the exception for recreational vehicles being cleaned or loaded as stated in Section 4.14 and for allowed recreational vehicles on RV pads. Variances to vehicle parking may be granted by the ARC for if determined by the ARC that no interference to the enjoyment of the surrounding sites is caused by parking such vehicles. No vehicle of any kind may be parked on any street overnight. No major repair work (as determined by the ARC), dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or lot area or on any portion of a common area. The use or discharge of firearms, firecrackers, or other fireworks in the subdivision is prohibited. No motorbikes, motorcycles, motor scooters, "go-carts" or other similar vehicles shall be permitted to be operated within the subdivision if, in the sole judgment of the Board of the Association such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance.

## OCCUPANCY

- 4.07 No private dwelling house 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, as herein required. Nor shall any residence, when completed, be in any way occupied until made to comply with approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth. No temporary structure shall be placed or erected upon any Lot either permanently or temporarily. Rental of any servant's quarters is prohibited, the occupancy thereof being limited to either guests or servants. Should any structure be destroyed or partially destroyed, owner shall immediately remove or rebuild said structure.

## SIGNS

- 4.08 By purchasing a Unit, the Owner acknowledges that the Association may restrict signs of every character to the fullest extent allowed by law. The Association may designate allowed signs and establish rules for signs. Except for specifically allowed signs and any signs the Association is not permitted to restrict, any other sign or object (including for sale signs and for rent signs) that is visible from the street may not be installed without Association approval. The following signs are permitted:

- (a) one professionally made security service sign of not more than one square foot;
- (b) political yard signs which may be erected no earlier than the 90<sup>th</sup> day before an election, and which must be removed within 10 days after the election for which the sign is displayed;
- (c) one sign celebrating an event or an accomplishment provided the sign is tasteful, modest in size (12 square feet maximum) and is removed within 7 days after it is erected;
- (d) a temporary sign identifying the home as the site of a social event is permitted for a maximum of 24 hours;
- (e) signs, billboards or other advertising devices displayed by Declarant for so long as Declarant or any successors or assigns of Declarant to whom the rights of Declarant under this section are expressly transferred, shall own any portion of the Bentsen Palm Development property; and
- (f) any sign the Association is not permitted by law to restrict.

Any other sign or object (including yard art, for sale signs, for rent signs) that is visible from the street may not be installed without ARC approval. Any violation of this Section will subject the Owner of the Lot to a fine of up to one hundred dollars (\$100.00) per day until the violation is corrected, as well as any and all other remedies that the Association may impose in accordance herein.

## GARBAGE RECEPTACLES, LOT MAINTENANCE REQUIREMENTS

- 4.09 No Lot shall be used or maintained as dumping ground for rubbish or trash, and all garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. No elevated tanks of any kind shall be erected, placed or permitted on any part of such premises. All clotheslines, garbage cans, equipment, coolers, wood piles, storage sheds or storage piles shall be in a concealed area so as to not be visible from the front street. All trash, garbage or waste matter shall be kept in adequate containers with tightly fitting lids and maintained in a clean and sanitary condition and in compliance with requirements of the City of Mission. All such receptacles shall be stored in an area that is not visible from the front street and may be removed from such storage area on the designated collection day only and must be returned at the end of that collection day. No garbage, trash, debris or other refuse matter of any kind shall be burned on any lot.
- 4.10 The Owners or occupants of all lots, at all times, shall keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and equipment, except for normal residential requirements or incident to construction or improvements thereon as herein permitted. The drying of clothes where visible from the front street is prohibited. 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, the 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 such 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. Each assessment together with interest thereon at the rate of fifteen percent (15%) per annum and reasonable cost 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.

ANIMALS

4.11 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than a total of 2 dogs and/or 2 cats or other similar and docile household pets kept, provided they are not kept, bred or maintained for any commercial purpose. All animals must be leashed or carried in arms if outside the dwelling. Owners of animals must clean up feces in yards, sidewalks and common areas. Animals which create an offensive activity, either odors, noise or other activity, to the surrounding lot owners or occupants or the neighborhood community, or presents a health and safety concern for the community, may be construed to be a prohibited activity at the sole judgment of the Board of the Association. Any violation of this Section will subject the Owner of the lot to a fine of up to one hundred dollars (\$100.00) per day until the violation is corrected, as well as any and all other remedies that the Association may impose in accordance herein.

In addition it is hereby stated that this regulation of the Association will be enforced from May 1<sup>st</sup> 2014 forward for all owners and/or renters in Retama Village, with the exception that those current owners and/or renters, or renters who have as of May 1<sup>st</sup> 2014 executed a rental agreement for a period not more than 12 months in the future, who have more than 2 dogs and/or 2 cats, shall be allowed to maintain their current pets, but may not replace such pets except in numbers adhering to the specified limitations of 2 dogs and/or 2 cats.

YARD APPEARANCES AND PARKING

4.12 No fence, wall, hedge or utility meter shall be placed or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fence without approval from the ARC. Only rear and side rear (per plan) fencing of materials, size, location, appearance and color as approved by ARC is allowed on Lots in Phase III (3). No other fencing in Phase III (3) is allowed without specific written approval by the ARC

4.13 A **RESTRICTED PARKING ZONE** is established on each of Lots 242 – 257 in Phase III (3) whereby an area 6 feet inside the front property line is reserved that no vehicle, part of a vehicle or RV parking is allowed within this Zone. Any violation of this Section will subject the owner of the lot to a fine of up to one hundred dollars (\$100.00) per occurrence until the violation is corrected, as well as any and all other remedies that the Association may impose in accordance herein.

4.14 Vehicles that are not in regular use shall not be permitted to remain in the street in front of any Lot or on the driveway. The ARC will promulgate and publish vehicle size standards that are permitted on the front driveways of Lots in Phase III (3). The standards will be generally based on the size (height, length, width) of a then current model of a Ford I-Ton model F-350 truck. The ARC reserves the right to allow any specific vehicle that is in substantial conformity with the promulgated size standards, at the sole determination of the ARC. All other vehicles larger than the promulgated size standards must be fully contained on the RV Pad or enclosed within the Coach Port portion of the dwelling on these lots.

4.15 The Association is interested in the appearance of Lots that are visible from the street and from neighboring homes. Some changes or additions to a Lot may defy easy categorization as an improvement, a sign or landscaping. This Section confirms that all aspects of a visible Lot are within the purview of the ARC, including, without limitation, the shape of pruned shrubs; the number, shapes and uses of flower beds; and the integration of items such as boulders, driftwood, antique equipment, statues, monuments and other items classified as Yard Art.

PROHIBITED ACTIVITIES

4.16 No professional, business, or commercial activity to which the general public is invited or allowed shall be conducted on any Lot. Major auto maintenance and/or repair is **not permitted** on the street in front of any Lot or on the driveway or

any portion of the Lot in such manner as to be visible from the street or neighboring Lots. The Association prior to commencement of such use must approve any use of a lot, other than as a single-family residence.

- 4.17 Garage sales, moving sales, rummage sales or similar activities may be permitted no more often than once per year per lot and are subject to such restrictions as may be imposed by the Association from time to time.
- 4.18 Capturing, trapping, or killing of wildlife is prohibited within the Community, except in circumstances posing a threat to safety. By purchasing a lot, the owner acknowledges that this prohibition extends throughout Bentsen Palm Development.
- 4.19 Any activity which results in unreasonable levels of sound or light pollution, provided, this restriction shall not restrict or prevent the Association from operating recreational facilities or other amenities in a manner consistent with their intended use. The Association may have special function events as permitted under the Master Covenants document and made a part by reference.

#### UTILITY LINES AND ANTENNAS

- 4.20 All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead unless a part of the initial development infrastructure as designed by the electric provider. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed or maintained on any part of such premises that is visible from street unless a part of the initial development infrastructure. Any waiver of these restrictions with respect to a specific Lot, line or antenna shall not constitute a waiver as to other Lots, lines or antennas. Exterior television/radio antenna, weather station apparatuses and receivers of any sort shall not be placed, allowed or maintained upon any portion of the roof structure where visible from the street and must receive ARC approval before installation. Satellite dishes are permitted with the following constraints: (a) Dish diameter shall not exceed standards established from time to time by the ARC for individual reception of service and (b) Dishes shall be confined within the rear or side yards. No dish shall extend above the ridge line of the roof nor shall any dish be attached to the front roof or eave of the front facing portion of the structure. Dishes installed on the side portion of the dwelling may not be installed above the eave and no closer to the front than ten feet (10') from the rear corner of the main dwelling. On lots with approved RV parking pads, dishes which are an integrated portion of an RV unit and attached to the RV are permitted. Ground mounted dishes are permitted so long as such dish and mounting devices are not visible from the front street.

#### DRIVEWAYS

- 4.21 Driveways must be constructed of only concrete or other permanent material. Asphalt, caliche or rock may not be used as the permanent driveway surface. Any decorative covering, painting, stamped or surface alteration of a sidewalk or driveway, where visible from the street, must be approved by the ARC prior to such decorative item installation.

#### USE OF COMMON AREAS

- 4.22 The Association shall, from time to time, promulgate such rules and regulations relating to the use of the Common Areas, as it deems appropriate. There shall be no obstruction of any part of the Common Area Properties, which are intended to remain unobstructed for the reasonable use and enjoyment thereof. No owner shall appropriate any part of the Common Area to his exclusive use, nor shall any owner do anything, which would violate the easements, rights, and privileges of any owner in regard to any portion of the common areas herein permitted. No owner shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure or improvements or store any of his personal property on the Common Areas without the written consent of the Association first obtained. The Association shall have the right to remove anything placed on the common areas in violation of the provisions of this Section and to recover the cost of such removal from the owner responsible.

### ARTICLE FIVE FUTURE SUBDIVISION DEVELOPMENT

- 5.01 Declarant, its successor or assigns, reserve the right to use all easements and streets in these properties in connection with future residential development near the properties herein described. Owner shall not have a claim or whatsoever kind or nature based upon such use.
- 5.02 All Common Areas within Retama Village, including but not limited to landscape areas, community recreation facilities, streets, entry structures and other common area elements are donated to BPDA by plat declaration and the Declarant reserves all rights to use such facilities and link such facilities to future phases of Retama Village.

ARTICLE SIX  
GENERAL PROVISIONS  
ENFORCEMENT

- 6.01 The Declarant, the Association, the ARC or any Owner, shall have the right but not the obligation to enforce, by any proceeding at law or in equity, all restrictions, conditions, Design Standards and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SEVERABILITY

- 6.02 The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and Declarant or the Owner of any Lot subject to this Declaration, and shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which automatically extended for successive periods of ten (10) years. The covenants, conditions and reservations of this Declaration may be amended during any such period by an instrument signed by not less than seventy-five percent (75%) of the Lot owners. No amendment shall be effective until recorded in the Deed Records of Hidalgo County, Texas, nor until the approval of any governmental regulatory body that is required shall have been obtained.
- 6.03 A waiver or modification of any of the provisions, requirements, conditions or restrictions herein contained by the Owners as is allowed above, shall not be construed as a waiver of future enforcement of such provisions, requirements, conditions or restrictions.

NON-LIABILITY OF THE ASSOCIATION AND THE ARC

- 6.04 Neither the Association nor the ARC nor its respective members, successors, assigns, agents, representatives, employees or attorneys shall be liable for damages or otherwise to anyone submitting plans to it for approval, or to any Builder by reason of mistake in judgment, nonfeasance arising out of any action of the ARC with respect to any submission, or failure to follow the Design Standards. The role of the ARC is directed toward review and approval of site planning, appearance, architectural vocabulary and aesthetics. The ARC assumes no responsibility with regard to design or construction, including without limitation, the civil, structural, mechanical, plumbing or electrical design, methods of construction or technical suitability of materials.

If conflict arises between the Design Standards, as interpreted by the ARC, and the municipal codes, regulations and requirements of the City of Mission, the municipal codes, regulations and requirements of the City of Mission are superior.

Noncompliance with these Design Standards by any Builder or owner may result in civil legal action being taken by the Developer and/or ARC on behalf of all owners to enforce the fair and reasonable enforcement of these standards.

EXECUTED by the said Declarant this the 24 day of June, 2014

BY: Mike Rhodes  
Rhodes Enterprises Inc.  
Authorized Representative

STATE OF TEXAS  
COUNTY OF HIDALGO

I, the undersigned authority, on this day personally appeared Mike Rhodes known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein given under my hand and seal of office, this 24 day of June, 2014

Guadalupe Zamora  
Notary Public for the State of Texas  
My Commission expires: October 2, 2016

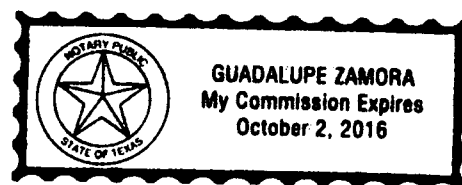


EXHIBIT "A"

RETAMA VILLAGE PHASE III AT BENTSEN PALM DEVELOPMENT

Legal description of the platted property as recorded as document 2451452 H.C.M.R., and identified as RETAMA VILLAGE PHASE III, A RESUBDIVISION OF 9.183 ACRES OF LAND CONSISTING OF 2.678 ACRE TRACT OUT OF LOT 31, BENTSEN GROVES ADDITION "E" VOLUME 8, PAGE 6 H.C.M.R. AND A 6.505 ACRE TRACT OUT OF LOT 14, DEL MONTE IRRIGATION COMPANY SUBDIVISION, CITY OF MISSION, HIDALGO COUNTY, TEXAS. SAID 9.183 ACRES ALSO BEING A PART OR PORTION OF A CERTAIN 2,556.824 – ACRE TRACT OUT OF THE SOUTH END OF PORCIONES 48, 49, 50, 51, AND 52.

## EXHIBIT "B"

## LANDSCAPING AND IRRIGATION REQUIREMENTS

*RETAMA VILLAGE PHASE III (3)**at**BENTSEN PALM DEVELOPMENT*

Bentsen Palm Development is committed to providing wildlife habitat and implementing natural resource conservation. All roadways, common areas and parks are landscaped with a minimum mix of 50% native plants. Our conservation efforts have been recognized and certified by the State of Texas through the Texas Wildscape Program. Residential areas are an excellent resource for nurtured habitats. In addition to attracting birds and butterflies, by planting native and well adapted plants, water is conserved, the need for chemicals use is basically eliminated, and yards are filled with beautiful color, texture, and fragrance.

For the purpose of an attractive and consistent appearance of all properties in the Retama Village at Bentsen Palm Development, this Landscaping and Irrigation requirements guide is set forth. All property owners shall adhere to the minimum requirements and are encouraged to use the recommended plants from the vegetation list.

## LANDSCAPING REQUIREMENTS:

1. Parkway (the area between the curb and property line) landscaping shall include a minimum of one (1) shade tree from the approved vegetation list published by the ARC, properly spaced that have a minimum caliper of 2" in diameter. For corner lots, two (2) such trees shall be required, one on each street frontage.
2. Front yard landscaping, EXCEPTING LOTS 242 - 257, shall include a minimum of one (1) shade tree chosen from the approved vegetation list that has a minimum caliper of 2" in diameter. Placement for the tree is left to the owner's discretion. Side yard and rear yard trees are encouraged, but shall not be counted in meeting this requirement.
3. All front and side yards shall be Hybrid Bermuda or proven low water use grass approved by ARC
4. A minimum requirement of foundation plantings, EXCEPTING LOTS 242 - 257, along the front wall of the dwelling shall be planted with a minimum of one (1) gallon sized plants spaced on no greater than 36" centers. All foundation landscaping beds are strongly recommended to be a minimum of 36" wide and improved with compost for healthy plant life and ease of maintenance. It is recommended that varying heights be used to add aesthetic value such as ornamental trees or large shrubs at the corners of the structure tapering to low shrubs under windows with accents of varying heights in random locations with flowering plants to add color and texture. We highly recommend choosing native and well adapted plants from our vegetation list for wildlife and water conservation purposes. Lots -242 - 257 shall be landscaped with a planting bed along one side of the pad site, and within the parking area planting bed (which are located within the parking area), and be of design and plant selection as approved by the ARC from the recommended plant list.
5. All planting beds shall be mulched upon the initial installation and once annually thereafter. Property owners are strongly encouraged to maintain the mulch for aesthetic and water conservation purposes. It is proven that mulched landscaping areas use less water and help retard broadleaf weeds.
6. Certain invasive plant species are prohibited due to negative effects on the neighborhood harmony. The ARC will prohibit species which, in the sole determination of the ARC, are classified as invasive. The most current list of species classified as invasive and prohibited may be obtained from the ARC.



**IRRIGATION REQUIREMENTS:**

All front, side yard and parkway landscaping shall be maintained by an irrigation system incorporating surface heads and/or underground drip systems. Each irrigation system must avoid large-scale water distribution onto sidewalks, porches and non-vegetative areas that is not a proper usage of the water resource. All irrigation systems shall have automatic controls and shall meet code requirements of the City of Mission.

**LANDSCAPE MAINTENANCE REQUIREMENTS:**

In order to maintain the harmony and quality of the landscaping, including yards, plants and trees, of Retama Village, the regular periodic maintenance of the landscape must be obtained. The BPDA will provide regular and periodic maintenance of all lots within Retama Village to a standard and scope of services as promulgated by the Board and the contracted cost of such service will be billed to each Lot Owner as a SPECIAL ASSESSMENT under terms of the Master Declaration. The Scope of Services shall include periodic yard mowing, edging, trimming, bed cleaning and mulching and organic soil enhancement. Plant replacement of diseased or dead plants will be an additional cost to the specific lot owner. Irrigation system periodic inspection is to be included in the Scope of Services; however any required repair or replacement of components or required testing, repair or replacement of the backflow prevention device of a specific lot's irrigation system is to be an additional cost to the specific lot owner.

Any fencing, walls or barrier landscaping that restricts the access for regular maintenance of landscaping and requires alternate access, alternate equipment or manual maintenance procedures may, at the sole discretion of the BPDA, result in an additional charge to the owner.

By accepting ownership of any lot, an Owner agrees to such Special Assessment charge and will promptly pay such Special Assessment to BPDA. BPDA will contract the services to a third-party contractor which may include the Declarant or an affiliate company of the Declarant under guidelines listed in the Master Declaration.