

HAVENWOOD SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THE STATE OF TEXAS §
§
COUNTY OF CAMERON §

WHEREAS HAVENWOOD L. P., a Texas Limited Partnership, hereinafter referred to as the Declarant is the owner of all that certain real property located in Cameron County, Texas, described as follows:

SECTIONS I and II,

HAVENWOOD subdivision located in the City of Brownsville in Cameron County, Texas according to Plats thereof recorded in Map Cabinet 1, Slots 1402B and 1466A, Map Records of Cameron County, Texas; and **SECTIONS III and IV** to be addition: platted out of the 32.946 acre tract of land being more particularly described Exhibit "A" attached hereto and made a part hereof.

WHEREAS the Declarant will convey the above described property, subject to certain protective covenants, restrictions, and conditions as hereinafter set forth;

NOW THEREFORE it is hereby declared that all of the property described above shall be held, 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 ONE USE RESTRICTIONS

Types of Buildings Permitted

1.01 All Lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height and a private enclosed garage for at least two automobiles.

Construction Material for Exterior Walls

1.02 The exterior walls of any residence constructed on any Lot shall be composed of a minimum of seventy-five percent (75%) masonry, stone, or brick.

Minimum floor Area

1.03 Any single story residence constructed on any Lot must have a ground floor area of no less than one thousand four hundred (1,400) square feet, exclusive of garages or screened porches, patios, and terraces. Any two story residences constructed on any Lot must have a ground floor living area of not less than nine hundred (900) square Feet and a combined living area of not less than one thousand Four hundred (1,400) square feet exclusive of garages and open or screened porch, patios, and terraces.

Setback

1.04 On any Lot in said subdivision, no side yard shall be less than five and one-half (5 1/2) feet. No building shall be located on any such Lot nearer to the front line than twenty (20) feet or nearer to the rear Lot line than twenty feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided however that this shall not be construed to permit any portion of the building on any such Lot to encroach upon another Lot. On all corner Lots the dwelling may front on either street.

Re-subdivision

1.05 None of the Lots of said subdivision shall be re-subdivided in any Fashion. If one attached single family dwelling is construed on one or more Lots, or on one Lot and a portion of another Lot, the combined area shall be considered as one Lot.

Easements

1.06 Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded 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, agents employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

Noxious or Offensive Activities Prohibited

1.07 No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbor. The only use allowed other than as a home, is model home use for sales of other single-family residences in Havenwood.

Prohibited Residential Uses

1.08 No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot, at any time as a residence, either temporarily or permanently, excepting temporary structures used as building offices during the construction period, which must be inconspicuous and slightly as determined by the Architectural Control Committee.

Signs

1.09 No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and other persons or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units, subject to the approval of the Architectural Control Committee, Declarant or its assigns have the right to remove any sign, advertisement or billboard structure that does not comply with the above, and in so doing shall not be subject to any liability or trespass in connection with such removal.

Window Coverings and Yard Decorations

All outside window coverings (excluding screens and awnings) including hurricane shutters, wood, or any other material must be removed from the outside of any Havenwood dwelling within 30 days after a major storm. All yard decorations to include items such as lawn furniture, grills, ornaments, potted plants and such must be secured (put away) before a major storm hits. A major storm is defined as a Hurricane or tropical storm within the west gulf coast region.

Oil Development Prohibited

1.10 No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use of boring for oil, natural gas, or other mines shall be erected, maintained, or permitted on any Lot.

Rubbish, Trash and Garbage

1.11 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 incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. All trash receptacles must be removed from collection area (street or driveway) and returned to property owner's designated trash area within 3 days of trash pickup. Designated trash areas must be within three feet of dwelling and placed in an inconspicuous setting.

Animals

1.12 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dog; cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

Fences, Walls, Hedges, Utility Meters, Antennas, and Basketball Hoops

1.13 No fences, wall, hedge, or utility meter (except water meters) 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 fences. No fence shall exceed the height of six (6) feet. Chain link fence may not be placed anywhere in the subdivision, except such as may be approved at the sole discretion of the Architectural Control Committee. Basketball hoops must be kept on Lot owner's property (not in the street). Television and radio antennas must be in the back yard, or placed so as to be out of sight from the front of any Lot. No antenna may exceed the top of any roof except as may be approved by the structural Control Committee. No structures (temporary or otherwise), vehicles, or other items that exceed the top of any roof or cut off a neighbors view may be placed on individual property. All personal Lot fences shall be maintained by the property owner. This includes structural as well as aesthetic maintenance.

Shrubs and Trees

1.14 No shrub or tree planting which obstructs sight lines at elevations between two and six feet above the roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curblines of such intersecting streets and a line connecting such curbline a: points twenty-five feet from their intersection, or, in the case of a rounded corner, from the intersection of the curblines as extended. The same sightline limitations shall apply on any Lot within ten feet of the intersection of a street curbline and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six feet above ground level. All grass and weed length must not exceed one and a half feet (1½) in height. Regular yard maintenance must be performed on all Havenwood association properties. Excess material from yard maintenance shall not be stacked in the street, or dumped on any open lots or common areas.

Trucks, Busses, and Trailers

1.15 No truck (except pick-up trucks and SUVs), bus, boat, trailer, recreational vehicle, or inoperable vehicle of any kind shall be left in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity and no truck (except pick-up trucks and SUVs), bus, boat, trailer, or recreational vehicle shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street. No cars or any other type of vehicle shall be parked at any time on the front lawn of any residence.

Prohibited Activities

1.16 No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot, excepting the sales activity associated with the model homes.

Exterior Fences

1.17 The fence constructed between Coffeepoint Road and the subdivision on the South and between Paseo de Ia Resaca Park and the subdivision on the North which are located on certain Lots within the subdivision are common elements of the subdivision and the Havenwood Homeowners Association, its agents and employees and shall have easement to go across the Lots on which such fences are situated for the purposes of maintaining, altering, replacing or removing such fences; and such fences shall not be altered, removed, replaced or otherwise interfered with by the owners of the Lots upon which the same is located. All other the fences in the subdivision shall be the property of the owner of the Lot on which the fence is situated and shall be maintained by such Lot owner.

Maximum Construction Time

1.18 Every residence must be constructed within a period of less than one year from the date that construction begins.

Board Member Override

Any of the association's rules and or regulations can be temporarily waved by a majority board member vote to override. An override vote must be re-voted on after a period of one year or the override expires.

ARTICLE TWO ARCHITECTURAL CONTROL

Architectural Control Committee

2.01 Declarant hereby designates Domus Development, L.C., a Texas limited liability corporation as the Architectural Control Committee, and the same shall serve as the Architectural Control Committee at the pleasure of the Declarant. After Declarant has sold eighty (80) Lots the Board of Directors of Havenwood Homeowners Association, Inc. shall be entitled to appoint an Architectural Control Committee. The Architectural Control Committee shall thereafter consist of not less than three (3) qualified persons who shall serve at the pleasure of the Board, If any member of the Architectural Control Committee is unable or unwilling to serve, the Board shall appoint a replacement,

Approval of Plans and Specifications

2.02 No building, fence, wall, or other structure shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to, or change or alteration therein, be made nor shall any landscaping of any Lot or Lots be undertaken, until 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 Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

Any alteration or reconstruction of garages shall require approval from the Architectural Control Committee. No garage door may be removed or altered in design or function with the exception of homes designated by builders of original construction ("Builders") as model homes or sales offices to be used in conjunction with Builder's construction or marketing of homes within Havenwood Subdivision.

Failure of Committee to Act

2.03 In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein and such Committee shall fail to approve or reject such plans and specifications for a period of thirty days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been made.

ARTICLE THREE Association

Creation

3.01 There shall be created a homeowner's association known as the Havenwood Homeowners Association, Inc. hereinafter called the "Association." The Owners shall constitute the Association, Each Owner of a Lot, including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to the ownership of a Lot. Ownership of Lot is the sole criterion for membership in the Association.

Transfer of Membership

3.02 Association membership shall be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

Management of Association

3.03 The Association shall be incorporated as nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's articles of incorporation and bylaws, subject to this Declaration.

Membership Voting, Elections, and Meetings

3.04 Each Lot shall have one vote. There shall be at least one meeting of the membership each year. At that meeting, the Owners shall elect a Board consisting of three (3) directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

Duties and Powers of Board

3.05 Through the Board, the Association shall have the following powers and duties:

- (a) To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- (b) To enforce this Declaration, the bylaws, its rules and regulations.

- (c) To eject officers of the Board and select members of the Architectural Control Committee when that power devolves to the Board,
- (d) To delegate its powers to committees, officers, or employees.
- (e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
- (f) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, including Developer. The assessment shall not exceed \$150.00 per year prior to December 31, 1998 unless the assessment in excess of \$150.00 per year is approved by the Board of Directors and by a vote of sixty-six and two-thirds percent (66 2/3%) of the members in attendance of the designated assessment Association meeting. The Association shall have a lien on the Lot of any owner who does not timely pay assessments established by the Board. Dues will be assessed at the beginning of each calendar year. Dues must be received by the Association within 60 days of Homeowner receipt.
- (g) To establish and collect special assessments for capital improvements or other purposes.
- (h) To assess fines for non-compliance of homeowner association rules. All fines assessed will be from the date of the original infraction.
- (i) To file liens against Lot owners because of nonpayment of assessments and fees duly levied and to foreclose on those liens.
- (j) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
- (k) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.
- (l) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings.
- (m) To hold regular meetings of the Board at least quarterly.
- (n) To manage and maintain all of the Common Area in a state of high quality and in good repair.
- (o) To pay taxes and assessments that are/or could become a lien on the Common Area,
- (p) To pay the costs of any liability insurance on the Common Area and any liability insurance for members of the Board.

ARTICLE FOUR GENERAL PROVISIONS

Enforcement

4.01 The Declarant or any owner shall have the right to enforce, by any proceeding at law or in equity, all conditions, restrictions, covenants, and reservations now or hereinafter 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

4.02 Invalidation of any one of these covenants or restrictions by judgment or court shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Duration and Amendment

4.03 The covenants, restrictions, and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and enforceable by the Declarant of the owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, unless amended as provided herein, shall be effective for a term of fifteen years from the date this Declaration is recorded. After the initial fifteen (15) year term, these covenants, conditions and restrictions shall automatically be extended for successive periods often (10) years unless terminated by the Owners. The covenants, conditions, and restrictions of this Declaration may be amended, or after the initial fifteen (15) year term terminated, by an instrument signed by not less than the owners of a majority (over fifty percent) of the Lots. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property. No amendment shall be effective until recorded in the deed of records of Cameron County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

Covenants Running With the Land

4.04 The easements, restrictions, covenants, and conditions are for the purpose or protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.