

## **Rules and Regulations for Building in Tierra Santa**

**The following documents are:**

- **Requirements for construction plans and materials to submit to the Architectural Control Committee (ACC) by the buyer and/or builder.**
- **The form that must the plan and materials submitted to the ACC for approval for any new construction and exterior remodel and/or addition to an existing property in Tierra Santa**

### **Article IV Architectural Control Committee (A.C.C.)**

**Section 1. Committee Membership:** There shall be and is hereby created the Architectural Control Committee, which shall be composed of seven persons to be appointed by the Board. Any action taken by the Committee must be pursuant to a majority of the quorum of the Members of such Committee at any duly called meeting, or by unanimous, written consent of the Members of the Committee. The Members of the Committee shall be appointed by the Board for staggered three year terms which provide that a minimum of three members of the Committee in the prior year will remain on the Committee for the ensuing calendar year. In the event of death or resignation of any Member of the Committee, the Board shall appoint a successor Member to fill the unexpired term of such Member. Any decision rendered by the Committee may be appealed to the Board, whose decision thereon shall be final.

**Section 2. Approval of Plans:** No building, structure, fence, wall, or other improvement shall be commenced, erected, constructed, placed or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereon be made until the detailed plans and specifications therefor shall have

been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the Lot, and as to harmony of external design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building), by the A.C.C. constituted as provided herein.

2.1 The submitted plans and specifications shall specify, in such form as the A.C.C. may reasonably require, structural, mechanical, electrical, and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials to be incorporated into, and location of the proposed improvements or alterations thereto, including landscaping, sidewalks, mailboxes, lighting and driveways.

2.2 In the event said A.C.C. fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted, approval will not be required and the provisions of this Section will be deemed to have been fully complied with; provided, however, that the failure of the A.C.C. to approve or disapprove such plans and specifications within such thirty (30) day period shall not operate to permit any structure to be commenced, erected, placed, constructed or maintained on any Lot in the Properties in a manner inconsistent with any provision of this Declaration.

2.3 Without limitation of the powers herein granted, the A.C.C. shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration, or repair of any improvement on any Lot. It also shall have the right to specify requirements for each Lot as follows: minimum setbacks, the location, height, and extent of fences, walls, or other screening devices; and the orientation of the residential structure with respect to garage access and major entry and frontage.

2.4 The A.C.C. shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction or architectural design requirements or that might not be compatible, in the sole discretion of the A.C.C., with the design or overall character and aesthetics of the Properties, or that do not conform to the Building Codes of the City of Weslaco.

**Section 3. Transfer of Authority to the Board:** The duties, rights, powers and authority of the A.C.C. may be transferred to the Board, at the sole election of the Board, and from and after the date of such transfer, the Board shall have full right, authority and power, and shall be obligated to perform the functions of the A.C.C., as provided herein, including the right to designate a representative or representatives to act for it.

**Section 4. Minimum Construction Standards:** The A.C.C. may from time to time promulgate an outline of minimum acceptable construction standards and specifications, which shall constitute guidelines only and shall not be binding upon the A.C.C. or in any manner determinative of the approval or disapproval by such Committee of submitted plans and specifications. As a minimum, compliance with the Southern Building Code as adopted by the City of Weslaco will be required. At the time of recording of this Declaration, the A.C.C. had promulgated various construction standards which are set out in Exhibit B, attached thereto and made a part hereof. Nothing contained herein shall prevent the Board from revising or adding to the requirements set out therein.

**Section 5. Construction Requirements:**

(a) Only new construction materials (except for used brick and certain "antique" fixtures) shall be used and utilized in constructing any structures situated on a Lot, unless the A.C.C. shall expressly approve in writing the proposed use of used construction materials. All residential structures shall have not less than 51% stucco, stone, or brick construction, or their equivalent, at the discretion of the A.C.C., on the exterior wall area, except that detached garages may have wood siding of a type and design expressly approved by the A.C.C..

(b) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceiling, and doors covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction, unless approved by the A.C.C.. For

the purposes thereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(c) Each Owner shall construct a Sidewalk of not less than four (4) feet in width from the street adjacent to the front of each Lot to the front of the residential structure to be situated thereon. Except as required by the City of Weslaco, no other sidewalks shall be permitted on any Lot without the express written consent of the A.C.C. The plans for each residential building on each Lot shall include plans and specifications for such required sidewalk and any other proposed sidewalk, and such required sidewalk, and other approved sidewalks, if any, shall be constructed and complete before the main residence is occupied.

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

(e) Each kitchen in each residential structure situated on any Lot shall be equipped with a garbage disposal unit that shall at all times be kept in a serviceable condition.

(f) Before any landscaping shall commence, the landscape layout and plans must be first approved the A.C.C.. The A.C.C. may promulgate rules governing percent of area to be landscaped, type of plants and trees, and other such requirements. All grass/sod shall be certified hybrid #419 Bermuda Grass appropriately treated for disease and fire ants. No other grass nor sod, including, but not limited to all types of St. Augustine grass, shall be permitted. (g) All structures situated on any Lot shall have roofs as set out in Exhibit A, or otherwise approved by the A.C.C.. (h) No electronic antenna or device of any type larger than 2' in diameter and height other than an antenna for receiving normal off-air or satellite television signals shall be erected, constructed, placed or permitted to remain on any of the Lots, residences or other permitted building constructed in the Subdivision without the approval of the A.C.C.. Television antennas maybe attached to the residential structure, however, the antenna's location shall be restricted on the residential structure so as to be hidden from sight when viewed from the street on which such Lot fronts and from the golf course, as approved by the A.C.C.

**Section 6.** Size of Residences: No residential structure on any Lot or Lots, combined, shall have more than two stories, nor exceed thirty-five (35) feet in

height at its highest point. No residential structure with a living area of less than the applicable minimum number of square feet set forth below, exclusive of attached garages, porches, balconies, servants quarters, or other appurtenances or appendages, shall be erected on any Lot:

	One (1) Story	Two (2) Stories
Block I	(TBD)	(TBD)
IIA	1350	1700
IIB	(TBD)	(TBD)
III	1750	2100
IV	2250	2600
V	3000	3500
VI	1400	1700
VII	2250	2600

**Section 7. Building Locations:** Structures shall be located on Lots that conform to the setbacks measured from Lot lines (not curbs nor other monuments) listed below. Rear entry garages are required on those Lots which are located on alleys:

Block	Front	Rear	Side	Corner	Side	Alley	Side	Garage
I	(TBD)							
IIA	17'	10'	0'	10'		7.5'		18''(2)
IIB	(TBD)							
III	25'	20%	7.5'	10' (1)		7.5'		20'
IV	25'	OF	10'	N/A		N/A		20'(5)
V	25'	DEPTH	12.5'	25'		N/A		20'(6)
VI	25'	OF	4'(3)	10'		8'		20'

VII 25 Lot 7.5'(4) 15'(4) 7' 20'

Footnotes:

- 1) 20' on Lots 40 & 48
- 2) Rear-entry garages only
- 3) 10' on Lots 1 & 39
- 4) 20' on Lot 36
- 5) Side entry garages only
- 6.) Side or rear entry garages only.

**Section 8.** Building Orientations: The front of the single family residence constructed on the following blocks/Lots must face the designated direction (The remaining Lots' front orientations face the street on which the Lot is located):

Block	Lot(s)	Faces	Block	Lot(s)	Faces
I	(TBD)		IV	All	S
IIA	1,18,19	E	V	1,17-23,23A36,45	E
	23,	S		9,24,32	W
	24,39	W		10,16	S
				34,35	N
IIB	(TBD)		VI	1-4,35,39,55,63	S
				26,40,46,56	N
				27	W
III	1,23,40	S	VII	1-5,29-35,44	S
	22,56,66,72	W		36	E
	37-39	E		43	N
	48,55,64,71	E			

**Section 9.** Floor Elevations: The finished slab elevation of the primary dwelling shall not be less than the City of Weslaco's minimum elevation, nor more than one (1) foot above same.

**Section 10.** Walls, Fences and Hedges:

(a) Except for decorative hedge plantings not to exceed 3' in height, no walls, fences nor hedges shall be erected nor maintained nearer to the front Lot line than the walls of the dwelling situated on such Lot which is nearest to such front Lot line, unless otherwise approved in writing by the A.C.C. All side or rear fences and walls must be at least six (6) feet in height, unless otherwise approved in writing by the A.C.C.. No walls, fences nor hedges may be erected along, adjacent to or basically parallel to any Lot line of any Golf Course Lot adjoining any portion of the Golf Course (including cart paths connecting portions thereof), unless otherwise approved in writing by the A.C.C..

(b) On golf course frontage Lots, fences enclosing swimming pools may not extend beyond the rear walls of the dwelling situated on such Lot and shall be constructed with masonry posts on minimum 10 ft. centers with see-through wrought iron or aluminum bars between posts, height to meet City of Weslaco requirements. All fences must be of ornamental iron, aluminum, wood and/or masonry construction. No chain link fences shall be permitted, except by Developer.

(c) Ownership of any wall, fence or hedge erected as a protective barrier or screening within the Development by Declarant (and the right to erect any such wall, fence or hedge for such purpose is hereby reserved in favor of Declarant, its successors and assigns) shall pass with title to such Lot to the Association and it shall be the Association's responsibility to maintain said protective barrier or screening. Declarant or its successors or assigns, or the Association, may, without liability to the Owner or occupant in trespass or otherwise, enter upon any Lot and cause said protective barrier or screening to be repaired or maintained or to take any other action necessary to secure compliance with this Declaration, and place said protective barrier or screening in a satisfactory condition at the Association's expense. The Owner or occupant, as the case may be, agrees by the purchase of such Lot to permit Developer or the Association to enter upon such Lot for the purposes set forth herein.

**Section 11.** Screening of Boxes and Transformers: The Association shall cause to be planted or installed, and thereafter maintained, shrubbery or other

screening devices around boxes, transformers and other above-ground utility equipment situated on Lots or the Common Properties and which are visible from the Golf Course or which, at the discretion of the Board, shall be screened from view to preserve the beauty of the Properties. There is hereby reserved in favor of the Association the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices.

**Section 12.** Maintenance of Common Properties: It shall be the affirmative duty of the A.C.C. to insure that the Property Owners Association properly maintains the Common Properties (including, but not limited to streets, alleys, islands, boulevards, gatehouses, perimeter fences and the like). —

## **Article V**

### **Building and Use Restrictions**

**Section 1.** Residence Buildings and Garages: No building or other structure shall be built, placed, constructed, reconstructed, or altered on any Lot other than a single family residence, with appurtenances incident to single family use, including, without limitation, bona fide servant quarters, and no structure shall be occupied or used until the exterior construction thereof is completed. Each single family residence situated on a Lot(s) shall have an enclosed, " attached or detached garage for not less than two (2) automobiles. No such detached garage shall have more than two (2) stories nor be rented nor leased to anyone at any time. No carport shall be built, placed constructed or reconstructed on any Lot. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of motor vehicles and other recreational vehicles. All Owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them. All garages shall be equipped with automatic garage door openers. No garage door shall contain windows. All garages shall be side entry in Block IV and rear or side entry in Block V.

**Section 2.** Single Family Residential Use: Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a



private single family residence for the Owner or his tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation^ the use of Lots for duplex apartments, garage apartments or other apartment use. No Lot shall be used or occupied for any business, commercial, trade or professional purpose, either 10 apart from or in connection with the use thereof as a private residence, whether for profit or not. No "garage sales" are allowed, nor the public display and advertising of vehicles or other items for sale within Tierra Santa.

**Section 3. Temporary and Other Structures:** No structure of a temporary character, trailer, mobile, modular or prefabricated home, tent, shack, barn, or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently and no residence house, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location. Builders shall have the temporary right to use a residence situated on a Lot as a temporary office of a model home during the period of and in connection with construction and sales operations in the Properties, but in no event shall a builder have such right for a period in excess of one (1) year from the date of substantial completion of his last residence in the Properties.

**Section 4. Nuisance:** No noxious nor offensive activity shall be carried on or permitted upon any Lot or upon the Common Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. The Board of Trustees of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or any annoyance. No trucks larger than three-quarters of a ton, motor vehicles not currently licensed, boats, trailers, campers, buses, 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, except passenger cars and trucks smaller than three-quarters of a ton may be parked on the street in front of the Lot for a period not to exceed twelve (12) hours in any twenty-four (24) hour period. Resident vehicles which display commercial signage on any part of the vehicle must be garaged. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or other portion of the Common Properties. The use or discharge of firearms, air

rifles, firecrackers, or other fireworks in the Properties is prohibited. No motor bikes, motorcycles, motor scooters, "go-carts", or other similar vehicles shall be permitted to be operated in the Properties, if, in the sole judgement of the Board of Trustees of the Association, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance. The use of lawn mowers and other exterior maintenance power equipment is restricted to daylight hours only. No boating, swimming, fishing, nor similar activities shall be permitted in the lakes at any time. Hunting and trapping of any type is prohibited. Children's playgrounds, trampolines, etc., must be screened from public view; their temporary or permanent location(s) are subject to A.C.C. approval. Garage or lawn sales are absolutely prohibited, as is the public display of any item for sale (automobiles, golf carts, etc.).

**Section 5.** Signs: Except for 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 5 are expressly transferred) shall own any portion of the Properties, no sign of any kind shall be displayed to the public view on any Lot nor in/on any dwelling for any purpose provided however, builders may display one five (5) square foot 11 (maximum) sign on any residence under construction, until occupied or until one year after substantial completion, whichever comes first. Any and all other signs will be removed and destroyed if not in compliance with these Covenants. The Association will be responsible for maintaining clear, neat, legible, consistent curb addresses for each lot or residence.

**Section 6.** Animals: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot nor on any portion of the Common Properties, except that dogs, cats, or other common household pets (not to exceed two (2) adult animals) may be kept, but they shall not be bred or kept for commercial purposes.

**Section 7.** Removal of Dirt: The digging of dirt or the removal of any dirt from any Lot or from any portion of the Common Properties is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

**Section 8.** Garbage and Refuse Storage and Disposal: All Lots and the Common Properties shall at all times be kept in a healthful, sanitary and attractive condition. No Lot or any part of the Common Properties shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All Trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly-fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view, except on those days designated by the City for trash pick-up. No Lot shall be used for open storage of any materials used in the construction of improvements erected on any Lot. They may be placed upon such Lot at time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot. The Developer reserves the right, after reasonable notice, to clean any Lot not conforming to this paragraph, and charge the Owner thereof a reasonable charge for doing so.

**Section 9.** Combining Lots: Any person owning two or more adjoining Lots may, with the prior approval of the A.C.C. or Association, consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon (the plans and specifications therefore being approved as hereinabove set forth) and such other improvements as are permitted herein. The Association fee for maintenance remains in force per Lot, before the Lots were combined (e.g. if two Lots are combined into one Lot the Association fee for the single combined Lot shall be the same as the two Lots prior to combination). When combining Lots, the Owner thereof is responsible for relocating any utility easements/lines and the legal requirements for same, and/or for necessary replatting or resubdivision costs.

**Section 10.** Subdividing of Lots: No Lot may be subdivided. Subject to the approval of the A.C.C. and in compliance with the City's subdivision and replatting ordinance, Owner(s) of three (3) or more Lots may subdivide such Lots into a lesser number of Lots, subject also to 12 easement relocation (at the Owner's

expense). The Association Fee for maintenance remains in force per the original plat Lot(s) configuration and will be allocated by the A.C.C.

**Section 11. Drilling and Mining Operations:** No oil drilling, water drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick nor other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any Lot.

**Section 12. Supplemental Declarations by Developer:** In addition to any other rights reserved by Developer, Developer reserves the right to file such "Supplemental Declaration(s)" as necessary to define those restrictions set forth in Article IV, Sections 6, 7, and 8 as "(TBD)" in accordance with Article VIII, Section 3.

**Section 13. Lot Maintenance:** The Owners and occupants of all Lots shall at all times 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 of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only as permitted by law). The use of lawn mowers and other exterior maintenance power equipment is restricted to daylight hours only. All property Owners whose property adjoins golf course property lakes or ponds must not only maintain their own property, but the golf course's property to the lake or pond edge, extending their side lines to the water's edge (The Club assumes no liability for accidents occurring on its property). The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds, waterfront or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of

them, such default continuing after ten (10) days written notice thereof, Declarant or its successors and assigns 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. The Owner agrees by the purchase or occupancy of such Lot to pay such statement immediately upon receipt thereof. Each such assessment, together with interest thereon at the rate of Fifteen percent (15%) per annum and reasonable cost of collection, shall be a charge and continuing lien upon such Lot, in accordance with the provisions of Article VTI below.

**Section 14.** Use of Common Properties: There shall be no obstruction of any part of 13 the Common Properties, which are intended to remain unobstructed for the reasonable use and enjoyment thereof. No Owner shall appropriate any part of the Common Properties 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 Properties which is intended for the common use and benefit of all Owners. Except as may be herein permitted, no Member 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 Properties or any part thereof without the written consent of the Association first obtained. The Association shall have the right to remove anything placed on the Common Properties in violation of the provisions of this Section and to recover the cost of such removal from the Owner responsible.

## **Clarification and Specifications to Tierra Santa Covenants and its Amendment B**

The Board of Directors of the Tierra Santa Property Owners Association has adopted through board action the following clarifications and specifications to the Tierra Santa Covenants. These actions have been taken in order to maintain the integrity of the overall neighborhood design adopted at the inception of the community while allowing the ability for property owners and builders to utilize and benefit from newer building materials designed to effect increased energy efficiency, higher quality construction, and increased durability of structures and designs. As set forth in the Covenants, the ACC will act on plans presented to it for remodel or new builds according to the provisions and powers provided to it within the Covenant of the Tierra Santa Community. With this in mind, and to assist the committee in doing its work equitably for the whole of the community and its overall design, the committee shall seek the board's input and approval on decisions on property owner requests that involve: For Existing and New properties: 1) Exceptions or changes to the normally acceptable design, materials, or dwelling location on lot; and, 2) Requests to use new or different materials or designs For New properties: 1) The same items as for Existing Properties; plus, 2) If the proposed home does not meet the requirements as set forth in the covenants and requires allowances outside the scope of design of the community, the ACC should seek board approval of the project before final approval is given.

Clarifications on the Use of Materials in the construction or remodel of Homes: The POA Board will be cognizant of the use of new materials in construction and their benefit to energy efficiency, durability of structure, and overall improvement in design, structure, or changing tastes of the population. With that being said, the ACC will measure the benefits and drawbacks to the overall community when considering new construction materials and applications. The ACC will hold the comprehensive design of the Tierra Santa community and the investment of its members as the top priority while seeking ways to allow new members to take advantage of building techniques and styles. With this in mind, the Tierra Santa POA clarifies that: 1) All walkways and driveways must be concrete or concrete pavers with broom finish, lightly scored or striped pattern, or pebble/rock/rock slab covered concrete and must be laid in continuous fashion. Stepping stones or

similar applications are not allowed as a front walkway to the street. Stepping stone applications may be permissible within fenced areas not visible to street and per committee approval. 2) All exterior wall surfaces are required to be a minimum of 51% brick, stucco, stone, or combination brick, stone, and stucco. Doors and windows are included in the exterior surface for the purpose of determining this ratio. In order to maintain the integrity of the neighborhood design, Wood or Masonite siding is requested to be used on not more than 49% of any exterior surface area and a strong preference exists to minimize the use of these materials in the exterior design. A structure may not be divided into total segments of 51% brick, stucco, stone, or combination brick, stone, and stucco and 49% wood or Masonite siding. Each exterior wall must be divided within the proportion of not less than 51% brick, stucco, stone, or combination and 49% wood or Masonite siding. 3) A roofing material sample shall be submitted along with the plans to the ACC. Composition roofs are not allowed. Metal roofs are allowed only if they mimic tile or cedar shake roofing and they are appropriately colored to fit within the neighborhood design. No silver or metallic colored roofs will be allowed.

## **Roofing Materials for New and Remodeled Homes in Tierra Santa, Inc.**

This Document provides guidance on roofing materials that would be considered for approval by the Tierra Santa POA Architectural Control Committee (the ACC) for either the construction of new single family residences or the remodeling of existing residences.

The document is compliant with Article IV, Section 2.4, Section, Section 3, and Section 4 of the Covenant of Tierra Santa, Inc.

This document is available on the Tierra Santa POA website and/or by contacting the Tierra Santa POA.

Any person who is contracting with a builder/remodeler must indicate on the ACC building request form (used for both new and remodeling) what type of roof is

going to be used on the new construction/remodel. In addition to discussing with your builder what type of roof, cost, and warranties, you must obtain a sample of the roofing chosen to submit to the ACC along with the ACC request form and complete building plans. (Just as you must submit paint colors, siding choice samples etc.) The ACC will not approve a building plan and/or roof remodel without receiving a sample of the roofing that will be used. No pictures will be accepted. No standard composite roofing material composed of asphalt/fiberglass will be considered. We allow only tile or tile simulated (metal or composite) roofs. Any non-tile roofing material must be approved in writing by the ACC prior to ground breaking and if not the plans are automatically disapproved.

### **ROOFING MATERIALS THAT WILL CONSIDERED BY THE ACC**

\_\_1. TILE constructed from clay or cement that must be applied with the Southern Building Code as adopted by the City of Weslaco. The color must compliment the color of the exterior walls of the house with the exception that white, tin, or metallic colored tile cannot be used.

\_\_2. TILE SIMULATED METAL ROOFING which the color shall compliment the exterior walls of the house with the exception that white, tin, or metallic colored roofing material will not be allowed by the ACC. Smooth, ribbed or corrugated metal is also excluded from the ACC's consideration.

\_\_3. TILE SIMULATED COMPOSITE ROOFING which the color shall compliment the exterior walls of the house with the exception that white, tin, or metallic colored roofing material will not be allowed by the ACC. Slate style, corrugated roofing sheets and some terracotta tiles will not be allowed. Spanish colonial style tiles may be presented to the ACC for consideration.

**IMPORTANT:** In all above cases, a sample of the roofing material must be provided to be considered by the ACC. Pictures of the roofing material do not suffice for approval by the ACC.

Please be aware that the ACC has final say in the type, style, and color of roofing and other materials used in the construction or remodel of homes. This is to



retain the neighborhood design and plans as set forth at its inception. This provides the ACC with the ability to reject and “approved” building material as its color or design would take away from the overall neighborhood plan. This is why samples of the materials to be used are required for the ACC’s consideration.

The Client and Builder should be aware that Tile roofs are highly preferred by the Tierra Santa POA and ACC as they better complement the other roofs in the Tierra Santa neighborhoods. However, the POA and ACC are willing to consider other roof materials that simulate the look of tile, noting that white, tin, or metallic colored roofing material are not allowed and will not be considered by the POA Board and/or ACC.

One of the most important obligations of the ACC is to present to potential builders that houses in Tierra Santa are built and maintained with higher building standards and that there is an overall neighborhood concept..

The POA Board of Directors as well as all the residents in Tierra Santa encourage you to make your home here in Tierra Santa, Inc.

**ARCHITECTURAL CONTROL COMMITTEE**

**NEW CONSTRUCTION AND PROPERTY IMPROVEMENT REQUEST FORM**

The recorded covenants, condition and restrictions of the association, in order to protect each individual owner’s rights and values, require any owner who is considering improvement of his deeded property, to include (but not be limited to) new construction, swimming pools, patio covers, decks, fencing, building add-ons, etc., to submit the following information to the Architectural Control committee prior to initiating work on the planned improvements:

\_\_\_\_\_ (1) This completed form.

\_\_\_\_\_ (2) Complete and detailed building plans, materials listing and specifications, and actual samples of any exterior treatment such as roofing material, paint/stucco color, siding materials, etc. A landscaping plan must be included, though samples of vegetation are not required.

\_\_\_\_\_ (3) A property site/plot plan showing the location of the proposed improvements.

FAILURE TO SUBMIT THE REQUESTED ATTACHMENTS (ITEMS 1, 2, & 3) WILL RESULT IN AUTOMATIC DENIAL OF YOUR REQUEST FOR IMPROVEMENT. If any change is made without approval before, during, or after construction, the Committee has the right to tell the homeowner to remove the improvement from his property at the property owner’s expense.

<b>PLEASE PRINT THE FOLLOWING INFORMATION:</b>	
Property Owner Name:	
Current Address:	
Home Phone:	Cell Phone:
Email:	
<b>BRIEFLY DESCRIBE THE IMPROVEMENT WHICH YOU PROPOSE:</b>	

<b>CONTRACTOR PERFORMING WORK</b>			
<b>Contractor Name:</b>		<b>Contractor Phone:</b>	
<b>Construction Start Date:</b>		<b>Estimated Completion Date:</b>	
<b>LOCATION OF IMPROVEMENT</b>			
<b>New Construction (Block and Lot #):</b>			
<b>Remodel of Existing (check actual area that apply):</b>			
<b>Front of dwelling:</b>	<b>Back of Dwelling:</b>	<b>Side of Dwelling:</b>	<b>Roof of Dwelling:</b>
<b>Garage:</b>	<b>Patio:</b>	<b>Other (Describe):</b>	
<b>MATERIAL TO BE USED FOR THE IMPROVEMENT</b>			
<b>(Samples of all Exterior Treatment must be provided with Application)</b>			
<b>Roofing Material:</b>		Please note: Standard metal and composite roofs are not allowed in the Tierra Santa community.	
<b>___ Tile</b> <b>Color:</b>	<b>___ Metal that simulates tile</b> <b>Color (Must not be metallic):</b>	<b>___ Composite that simulates tile</b>	
<b>Brick:</b>	<b>Color:</b>	<b>Cement:</b>	
<b>Stucco:</b>	<b>Color:</b>	<b>Wood:</b>	<b>Color:</b>
<b>Siding:</b>	<b>Color:</b>	<b>Paint Color:</b>	
<b>(Must be &lt; 49% on all exterior surfaces)</b>			
<b>Stain Color:</b>		<b>Other:</b>	
<b>Additional Explanation</b>			
Include any additional explanation that you feel would be helpful for the ACC as they review your construction/remodel plans			

I understand the Architectural Control Committee will act on this request within 30 days of receipt and contact me in writing regarding their decision. I agree not to begin property improvement without written approval from the Architectural Control Committee. I understand all construction will meet with City of Weslaco codes and that the Architectural Control Committee approvals do not override the Weslaco City Codes but rather are intended to work with them.

<b>Signatures</b>	
<b>Property Owner's Printed Name:</b>	
<b>Property Owner's Signature:</b>	
<b>Date:</b>	
<b>ACC Chair Printed Name:</b>	
<b>ACC Chair Signature:</b>	
<b>Approved:</b>	<b>Disapproved:</b>
<b>Date:</b>	

<b>IN CASE OF DISAPPROVAL</b>
<b>Why Proposal was disapproved:</b>
<b>Changes recommended for reconsideration of request?</b>

**RETURN THIS COMPLETE FORM, ATTACHMENTS, AND SAMPLES TO  
 POA OF TIERRA SANTA  
 PO Box 185 Weslaco,  
 TX 78599  
 Questions: 956-975-6488**