



TIERRA SANTA
GOLF CLUB & COMMUNITY

**A GUIDE TO THE GENERAL DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**JUNE, 1996
ORIGINAL ISSUE**

General Plan of Development for the Property Owners of Tierra Santa, a Planned Community Development

Tierra Santa is a planned residential community development oriented to primary residential, second home and retirement living in Weslaco, Hidalgo County, Texas. The Community offers Residents all services, including water, natural gas, sewer, garbage collection, police and fire protection, private security, curbed streets, cable TV and code enforcement. All homes in Tierra Santa shall be built as "GOOD CENTS HOMES" as such energy standard is defined by Central Power & Light Company. Two lighted tennis courts, a Community pool and activities building are planned for the exclusive use of property Owners.

Description of the Property

The property entrance is on 6 Mile West (Westgate), south of Mile 5 North, just west of Highway 88, two miles south of downtown Weslaco. The walled Community features an 18 hole championship golf course designed by Jeff Brauer, 1995 A.L.A.'s Golf Course Architect of the Year, with consultation by Steve Elkington, P.G.A. Touring Pro.

Master Plan

A Master Plan for development serves as a guideline for orderly incremental development of the property (comprising approximately 360+ acres). The plan designates areas which have been set aside for residential, recreational and open space uses. The initial development has approximately 387 homesites, a golf course, clubhouse and property designated for the Property Owners Association.

Principal Land Uses

Residential Areas

In accordance with the Master Plan, the Community contains only single family residences. These residential areas are buffered by various lakes and open areas. The initial development will have an approximate density of one residential unit per gross acre.

Properties' Designation

Property Owners Association - The development has certain open and green belt areas for continued property enjoyment, including the two lighted tennis courts, pool, playground and activities building. The Property Owners Association is responsible for the upkeep and maintenance of these amenities.

Golf Course - The golf course, range and clubhouse are for the enjoyment of the game of golf. Activities such as fishing, boating, swimming, bicycling, jogging etc., are prohibited on the course and Club grounds, for safety reasons.

Perimeter Wall/Fence and Gates - The perimeter wall/fence and gated entrance(s) are owned and maintained by the Property Owners Association. Each residential area shall have an entrance wall and certain common area landscaping. The Property Owners Association shall be responsible for these areas.

Streets and Alleys - Although dedicated to the City of Weslaco, the Property Owners Association shall be responsible for the upkeep and maintenance of the streets, alleys and any islands, boulevards, sidewalks and landscaping within such dedicated areas in accordance with a separate agreement with the City of Weslaco relating to the gating of the Community.

Property Owners Association of Tierra Santa

A property Owners' association named The Property Owners Association of Tierra Santa, Inc., the "Association", owns and operates the common properties and property Owners' facilities. Membership in the Association is mandatory for all Lot Owners and contract purchasers. A copy of the Articles and By-Laws of the Association are included herein.

Providing Funds for Association Expenses

Each Owner is subject to an annual assessment by the Association for the purpose of providing the Association with adequate funds to execute its obligations. The annual assessment for each Owner for 1996 is \$350.00, prorated to the date of purchase. The annual assessment, as well as all special assessments, if any, are secured by a lien against each Lot in accordance with the provisions of the Declaration of Covenants, Conditions and Restrictions. All assessments are also the personal obligation of each Lot Owner. Each Purchaser should carefully read the provisions of the Declaration of Covenants, Conditions and Restrictions relating to assessments. It is intended that assessments will cover (but not be limited to) the following services and costs:

1. Security services,
2. Administration of the common property,
3. Administration and costs relative to the architectural controls and restrictions,
4. Maintenance of open spaces that contribute to the aesthetic and monetary values of the Community, including, but not limited to, islands, boulevards, gatehouses, perimeter fences and the like,
5. Recreational and social activities to enhance the social and family welfare of its Members, and
6. Street and alley maintenance.

Architectural Control

In the interest of providing for the development of an ecologically sound and aesthetically pleasing community, the Association has an Architectural Control Committee. This Committee is charged with the responsibility of reviewing and approving in advance all plans and specifications for physical improvements and alterations on the properties covered by the Declaration. Matters with which the Committee is concerned include

location of buildings on a homesite; size, type, style, quality of and exterior appearance of buildings; erection of buildings, fences, landscaping or other structures, etc.


Roads, Utilities and Municipal Services

All roads and alleys within any platted area are currently designated. They ~~may~~ are dedicated to the City of Weslaco, but maintenance thereof is the Association's responsibility.

All Lots are furnished with water and sewer service for domestic use by the City of Weslaco. ~~In addition, the City of Weslaco provides garbage collection, police and fire protection, maintenance of utility lines and code enforcement.~~

General Description

The preceding summary is a general description of the Declaration of Covenants, Conditions and Restrictions of Tierra Santa. Each purchaser should examine his purchase contract, the attached recorded Declaration of Covenants, Conditions and Restrictions and any supplemental Declarations pertaining to the property and the Articles of Incorporation and By-Laws of the Property Owners Association. The recorded Declaration of Covenants, Conditions, and Restrictions, together with the Articles of Incorporation and Bylaws of the Property Owners Association, control all matters set forth herein. Through these documents, the Property Owners Association will provide for the preservation of the natural beauty, value and amenities within the Community.

TIERRA  SANTA
G O L F C L U B & C O M M U N I T Y

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

A PROJECT BY
COTTONFIELDS, LTD.
OF
WESLACO, TEXAS

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**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF TIERRA SANTA COMMUNITY**

THIS DECLARATION is made this 12th day of June, 1996, by COTTONFIELDS, LTD., a Texas limited partnership, herein called the "Developer" or "Declarant".

Article I

Declaration - Purposes

Section 1. General Purposes: The Developer is the Owner of certain real property located in the City of Weslaco, Hidalgo County, Texas and desires to create thereon a planned community development that will be provided with common properties designed for the private use of Owners within such development, except as herein otherwise provided. The real property which is and shall be held transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Weslaco, Hidalgo County, Texas and more particularly described in Exhibit A, attached hereto.

(a) The Developer desires to provide for the preservation of the values and amenities in the planned community development and for the maintenance of certain equipment and other common properties, as may be added, desiring to subject the real property described in Exhibit A, together with such additions as hereafter may be made thereto provided in Article III, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof.

(b) The Developer has deemed it desirable for the efficient preservation of the values and amenities in said planned Community development to create an entity to which the common properties, as may be added, may be conveyed and transferred and to which will be delegated and assigned the powers of maintaining and administering these common properties and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created. For that purpose, the Developer has caused to be incorporated under the laws of the State of Texas a nonprofit corporation known as the "Property Owners Association of Tierra Santa, Inc.."

Section 2. Declaration: To further the general purposes herein expressed, the Developer, for itself, its successors and assigns, hereby declares that the real property hereinafter described in Article III as "existing properties", and such additions to the existing properties as hereafter may be made pursuant to the provisions of Article III hereof, whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictive easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth. The provisions of this Declaration are intended to create mutual equitable servitude upon each Lot becoming subject to this Declaration in favor of each and all other such Lots; to create privity of contract

and estate between the grantees of such Lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such Lots becoming subject to this Declaration, and the respective Owners of such Lots, present and future.

Article II

Definitions

The following words and terms, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association", shall mean and refer to the Property Owners Association of Tierra Santa, Inc., its successors and assigns.
- (b) "Board" shall mean the Board of Trustees of the Association.
- (c) "Committee" or "A.C.C." shall mean the Architectural Control Committee.
- (d) "Common Properties" shall mean any real property and improvements thereon which exist or may be added and any personal property or equipment with respect to which the Developer grants, assigns or conveys to the Association, title, interest in or rights of use, or with respect to which the Developer permits use by the Association and its Members, and any replacement of or for any of the foregoing, including, but not limited to, perimeter fences and walls, gatehouses, gates, traffic islands and boulevards.
- (e) "Developer" or "Declarant" - COTTONFIELDS, LTD., its successors or assigns.
- (f) "Dwelling" shall mean any building located on a Dwelling Lot and intended for the shelter and housing of a single family.
- (g) "Dwelling Accessory Building" shall mean a subordinate building or a portion of a Dwelling, the use of which is incidental to the Dwelling and customary in connection with that use.
- (h) "Existing Properties" shall mean and refer to the real estate described in Article III, Section I hereof.
- (i) "Living Area" shall mean that portion of a Dwelling which is enclosed and customarily used for Dwelling purposes, but shall not include open porches, open terraces, breezeways, attached garages, carports, or Dwelling Accessory Buildings.

- (j) "Lot" shall mean any plot of land described by a number upon any recorded subdivision map of the Properties, but shall not include any plot designated therein as a "tract", or as "Golf Course Reserve."
- (k) "Member" shall mean all those Owners who are Members of the Association as hereinafter provided.
- (l) "Owner" shall mean the record Owner (whether one or more persons or entities), of the fee simple title or to the contract purchaser for any Lot situated upon the Properties; but, notwithstanding any applicable theory of the Deed of Trust, shall not mean or refer to any holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (m) "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with his, her or their domestic servants, maintaining a common household in a Dwelling.
- (n) "Single Family Residential" shall mean any of the Properties restricted by this or a Supplemental Declaration to use for improvement with dwelling(s).
- (o) "Story" shall mean that portion of a Dwelling included between the surface of any floor and the surface of a floor next above, or if there is not a floor above, the space between the floor and the ceiling next above.
- (p) "Structure" shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground.
- (q) "The Properties" shall mean and refer to the Existing Properties, and all additions to the Existing Properties subject to this Declaration.

Article III

Existing Properties - Additions Thereto - Mergers

Section 1. Existing Properties: The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Weslaco, Hidalgo County, Texas and more particularly described in Exhibit A.

Section 2. Additions to Existing Properties: The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration any lands which are not included in the Existing Properties which are contiguous to or within the immediate vicinity of the Existing Properties or any other property previously made subject to this Declaration. The

additions authorized under this Section shall be made by filing of record a Supplemental Declaration of covenants and restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Any Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of use of the added property, as is not inconsistent with the scheme of this Declaration. Any such additional property, when made subject to the scheme of this Declaration, will become subject to assessment for its just share of Association expenses in accordance with the scheme of this Declaration. In no event shall any such supplementary declaration revoke, modify or add to the covenants established by this Declaration with respect to the existing properties in any manner which would substantially alter the scheme of this Declaration.

Section 3. Mergers: In the event of a merger or consolidation of the Association with another association as authorized by its Articles of Incorporation, its properties, rights and obligations may be transferred to another surviving or consolidated association. Alternatively, if the Association is the surviving corporation in a merger or consolidation, it may administer the covenants and restrictions established by this Declaration within the Existing Properties together with the covenants and restrictions established upon any other properties, as one scheme. However, no such merger or consolidation shall effect any revocation, change or addition to the covenants established by this Declaration with respect to the Existing Properties or any Supplemental Declaration with respect to any additions thereto, except as hereinafter provided.

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 may be 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	FrontRear	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)	7.5'	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 23, 24,39	E S W	V	1,17-23,23A,36,45 9,24,32 10,16 34,35	E W S N
IIB	(TBD)		VI	1-4,35-39,55,63 26,40,46,56	S N

			27		W
III	1,23,40	S	VII	1-5, 29-35,44	S
	22,56,65,72	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 Associations' 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

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

(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

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 VII below.

Section 14. Use of Common Properties: There shall be no obstruction of any part of

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.

Section 15. Exempt Property: Notwithstanding any provision herein to the contrary, the Common Properties shall not be subject to or burdened by the building and use restrictions set forth in this Article IV, except to the extent same has been made specifically applicable to the Common Properties.

Article VI

Membership and Voting Rights in the Association

Section 1. Membership: There shall be two (2) classes of Membership, Classes A and B.

Section 2. Class A Membership: Every person or entity, except the Developer, who becomes an Owner of any Lot subject to the Association automatically shall be a Class A Member of the Association by acceptance of a Deed of Conveyance or by entering into a contract for purchase of such Lot, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 3. Class B Membership: The Developer shall be a Class B member.

Section 4. Voting Rights: Each Class A Member shall be entitled to one vote for each Lot in which he or she holds the interest required for Membership. When more than one person holds such interest, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such Lot. The Class B Member shall be entitled to three (3) votes for each Lot owned by the Developer for itself, its successors and assigns.

Article VII

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation with Respect to

Assessments: The Developer, for each Lot within the Properties subjected to the provisions of this Declaration, hereby covenants and each Owner of any such Lot or Unit, by acceptance of a deed therefor or contract for the purchase thereof (whether or not it shall be so expressed in any such deed or contract), shall be deemed to covenant for himself, his heirs, representatives, successors and assigns to pay to the Association an annual assessment and such other special assessments as provided herein. All such assessments, together with interest thereon and cost of collections thereof, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land when such lien is perfected as provided in this Article and by the proper and prior filing of this Declaration. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the Owner of such assessed land at the time when the assessment fell due. The Association has the right to foreclose on any property on which any assessments are owed for three (3) or more years.

Section 2. Purpose of Annual Assessment: The annual assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members, and for the improvement and maintenance of the Common Properties, and to provide services and facilities related to all or any of the forgoing matters, and of the Members, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the common Properties, payment of insurance with respect to the Common Properties and repair, replacement and additions thereto, payment for any services provided to Members with respect to the foregoing matters, and for the cost of labor, equipment, materials, management and supervision thereof. Assessments are to be used for administration, management and associated costs of the Architectural Control Committee and as otherwise provided herein. The Board may permit the assessment to be paid on an annual, semi-annual, quarterly or monthly basis.

Section 3. Commencement, Amount and Change of Annual Assessment:

- (a) The maximum annual assessment for the calendar year ending December 31, 1996, shall be Three Hundred Fifty Dollars (\$350) per Lot. The maximum annual assessment may not be increased for any subsequent year to an amount which is more than ten percent (10%) compounded from the year of the last increase, without a vote of the Membership.
- (b) The annual assessment for any year commencing after December 31, 1996 may be increased to an amount greater than that permitted by subsection(a) of this Section 3 only by an affirmative vote of seventy-five percent (75%) of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.
- (c) The Board may fix the annual assessment at an amount not in excess of the maximum amounts set forth in this Section 3.

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

Section 4. Special Assessments for Capital Improvements: In addition to the annual assessment authorized in this Article, the Association may levy, in any assessment year, a special assessment applicable to that year only, and not in excess of three times the then current annual assessment, for the purpose of defraying, in whole or in part, the cost of construction, improvement, reconstruction, repair or replacement of a capital improvement upon the existing common properties and areas, including fixtures and personal property related thereto, provided that any such assessment shall have the affirmative vote of seventy-five percent (75%) of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

Section 5. Effect of Nonpayment of Assessments; the Lien, Personal Obligation of the Owner: Notice of the lien referred to in Section 1 of this Article VII may be given by the recordation in the Official Records of Hidalgo County, Texas of an Affidavit of Delinquent And Notice of Assessment Lien, duly executed by an officer, managing agent or officer of the Association, setting forth the amount owed, the name of the last known Lot owner or Owners of record, and the legal description of the Lot.

Each Lot Owner hereby expressly recognizes the existence of said lien as being prior to the ownership of such Lot and hereby vests in the Board the rights and power to bring all actions against such Lot Owner or Owners personally for the collection of such unpaid assessments, interest, reasonable attorney's fees and all costs and expenses, and to enforce the aforesaid lien by all methods available for the enforcement of liens, both judicially and by non-judicial foreclosure pursuant to and in accordance with Tex. Prop. Code Ann. §51.002 (as same may be amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of a deed to his/her Lot, each Lot Owner expressly grants, bargains, sells , and conveys to the President of the Association from time to time serving, as Trustee (and to any substitute or successor Trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid lien for assessments and other sums due hereunder remaining unpaid by such Lot Owner. The Trustee herein designated may be changed from time to time by execution of an instrument in writing signed by the President or Vice-President of the Association and attested to by the Secretary of the Association and filed in the office of the County Clerk of Hidalgo County, Texas. In the event of the election of the Board to foreclose the lien, then it shall be the duty of the Trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and sell such Lot, and all rights appurtenant thereto, at the Hidalgo County Courthouse, the county in which the Lot is located, at the place designated by the County Commissioners, on any month between the hours of 10 o'clock a.m. and 4 o'clock p.m., the notice of sale to include the time of sale as provided by law, to the highest bidder for cash at public venue after the Trustee shall have given notice of the proposed sale in the manner hereinafter set forth and to make due conveyance to purchaser or purchasers, with General Warranty of Title of such

purchaser or purchasers binding upon the Lot Owner, its heirs, executors, administrators and successors. The Trustee shall give Notice of such proposed sale by posting a written Notice of time, place and terms of sale for at least twenty-one (21) consecutive days preceding the date of sale at Hidalgo County, Texas and, in addition, the Board shall serve written Notice at least twenty-one (21) consecutive days preceding the date of sale or the proposed sale by certified mail on each such Owner or Owners according to the records of the Board, and file the appropriate Notice with the County Clerk's Office of Hidalgo County, Texas. Service of such Notice shall be completed upon deposit of the Notice, postage prepaid, properly addressed to such Owner or Owners at the most recent address as shown by the records of the Association, in a Post Office or official depository under the care and custody of the United States Postal Service. The Affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of such service.

At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such property and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to appoint a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such property by forcible detainer or by Writ of Possession.

It is the intent of the provisions of this Section to comply with Texas. Prop. Code Ann. §51.002 relating to non-judicial sales by power of sale, and in the event of the amendment of §51.002 hereafter applicable hereto, the President of the Association acting without joinder of any Lot Owner may amend this Declaration to comply with such amendments to Tex. Prop. Code Ann. §51.002.

Section 6. Interest and Remedies of the Association: Delinquent assessments shall bear interest at the rate of 15% per annum from the date of delinquency. The Association may bring either an action at law against the person personally obligated to pay the same, or to foreclose the lien against the property and there shall be added to the amount of such assessment of costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest as provided and reasonable attorney's fees to be fixed by the court, together with the cost of such action.

Section 7. Exempt Property: Notwithstanding the foregoing, no assessments, charges or liens shall be assessed with respect to Lots owned by the Developer unless such Lot is subject to a Contract for Deed which is separate and apart from an Earnest Money Contract.

Section 8. Proof of Payment: The Association upon request and payment of a service fee of not more than \$25.00, as set by the Board from time to time, at any time shall furnish any Owner liable for any assessment a certificate in writing signed by an Officer of the Association

setting forth which assessments, if any, have been made with respect to said Owner's property and which are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

Article VIII

General Provisions

Section 1. Duration: The covenants and restrictions of this Declaration all run with and bind the land, and shall inure to the benefits of and be enforceable by the Association or the Owner of any Land subject to this Declaration or any Supplemental Declaration, their respective legal representative, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending December 31, 2010. During such initial term the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of all Lots in the Subdivision and properly recorded in the appropriate records of Hidalgo County, Texas. Upon the expiration of such initial term, said covenants and restrictions (as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years. During such (10) year extension periods, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of no less than fifty-one percent (51%) of all the Lots in the Subdivision and properly recorded in the appropriate records of Hidalgo County, Texas.

Section 2. Enforcement: The Association, as a common expense to be paid out of the Maintenance Fund, or any Owner at his own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments and all other provisions set out in this Declaration or any Supplemental Declaration. Failure of the Association or of any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

Section 3. Amendments by Declarant: The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with any furtherance of the general plan of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner of his mortgages.

Section 4. Interpretation: If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one conflicting interpretation, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 5. Omissions: If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or in this Declaration should be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Section 6. Notices: Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 7. Gender and Grammar: The singular, wherever used therein, shall be constructed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 8. Severability: Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

Section 9. Controlling Law and Venue. The terms of this Declaration and any matter related thereto shall be construed in accordance with the laws of the State of Texas. Venue for any matter related to this Declaration shall be in Hidalgo County, Texas.

Section 10. WAIVER OF LIABILITY. - ALL OWNERS, BY ACCEPTANCE OF DELIVERY OF A DEED, OR A PURCHASE CONTRACT, ASSUME ALL RISKS ASSOCIATED WITH ERRANT GOLF BALLS AND GOLF CARTS, AND ALL OWNERS AGREE AND COVENANT NOT TO MAKE ANY CLAIM OR INSTITUTE ANY ACTION WHATSOEVER, INCLUDING AN ACTION FOR NEGLIGENT DESIGN OF THE GOLF COURSE OR THE DEVELOPMENT, OR ANY PART THEREOF, AGAINST DEVELOPER, DEVELOPER'S OWNERS, AGENTS AND EMPLOYEES, THE GOLF COURSE DESIGNERS AND/OR THE GOLF COURSE BUILDERS, ARISING OUT OF OR RESULTING FROM ANY ERRANT GOLF BALLS OR GOLF CARTS FOR ANY DAMAGES THAT MAY BE CAUSED THEREBY.

COTTONFIELDS, LTD.

**BY: ELR ENTERPRISES, INC. a Texas
Corporation**

BY: _____
EZEQUIEL REYNA, JR., President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the ____ day of _____, 1996, by **EZEQUIEL REYNA, JR., President of ELR ENTERPRISES, INC., a Texas corporation and General Partner of COTTONFIELDS, LTD., a Texas Limited Partnership, as the act and deed thereof and in the capacity therein stated.**

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Cottonfields, Ltd.
154 N. Texas
Weslaco, TX 78596

EXHIBIT A

Legal Description of Existing Properties

Tierra Santa Golf Club Community, Phase I, Weslaco, Hidalgo County, Texas as per map or plat thereof recorded in Volume _____, Page _____, Map Records of Hidalgo County, Texas, reference to which is here made for all purposes.

EXHIBIT B

Building Guidelines Residential Construction

This document is a minimum list of items that must be clearly delineated on plans submitted, to insure expeditious approval. Plans not in compliance with the checklist will not be placed on an Architectural Control Committee (A.C.C.) agenda. It should be noted that these Guidelines are general in nature and variances may be granted. It is intended to be a helpful guide for contemplating the initiation of design work for homes to be built in the Community. It will be helpful to remember that this checklist represents minimum standards. All property Owners are encouraged to exceed these minimums wherever possible.

Please remember that the General Declaration of Covenants, Conditions and Restrictions is the final source of information on building dwellings. It was written to produce homes in the Community which will reflect the Developer's intent and protect property Owners' interest and values, not necessarily to simply set minimum standards to be met as inexpensively and easily as possible.

I. ORIGINAL SUBMISSIONS (NEW CONSTRUCTION)

General

1. Owner and/or architect and/or builder are required to attend the meeting at which their plans will be reviewed by the A.C.C.
2. Owner's name, current address and phone numbers(s) shall appear on plans.
3. Architect's name, address, and phone number to appear on plans.
4. Final approval of plans will be granted only upon submission of builder's name, address, and telephone number.
5. Submit three complete sets of plans for approval to the A.C.C. showing elevations (including existing topography), site plan, roof plan, foundation plan.
6. Samples of roofing materials, brick siding, stucco and/or mortar, shall be submitted at the same time as plan submission.
7. Complete plans submitted by Friday 5:00 p.m., will be reviewed at the next scheduled Wednesday meeting held at 7:30 p.m. Call the A.C.C. Chairman for confirmation of scheduled time and place.
8. Avoid superficial use of non-indigenous materials and architectural styles.
9. Previous approvals do not set precedents and will not influence the A.C.C.'s decision regarding any chosen colors or architectural styles.

Site Plan

1. Scale to be at least 1" = 10' and noted on drawing.

2. Location to be noted by Lot and Block number.
3. All existing easements shall be shown.
4. For those Lots where height varies by more than 5 feet, topographic contours are required on site plan.
5. Building setbacks shall be dimensioned.
6. Minimum setbacks are specified in Article IV, Section 7.
7. All walkways and driveways must be concrete or concrete pavers with broom finished, lightly scored or striped pattern.
8. Location of A.C. units and utility equipment must be included.
9. Exterior improvements (pools, jacuzzis, saunas, fences, etc.) should be submitted with original plans and follow guidelines in their respective sections.

Foundation Plan

1. Plan will include beam layout and details.
2. Prestressed foundation must be designed by a registered engineer.
3. Exposed foundation will not extend above natural grade more than 12". Foundations may exceed the 12" limit if clad in material of the same type as used on the exterior wall, if approved by the A.C.C.. Builder will verify slab elevation with the City of Weslaco.
4. Undersides of decks and porches must show screening on the submitted plans.

Floor Plans

1. Floor plans must include plumbing, electrical and HVAC layout.

Structure

1. Cross section or wall construction details shall be submitted.
2. Roof plan or truss specification shall be submitted, including any second floor framing details.
3. A minimum of 51% brick, stucco, stone, or combination brick, stone, and stucco exterior wall surfaces is required. (51% of total exterior wall surfaces includes all doors, windows, etc.)
4. When stucco is used, it must be warm in color and must blend with other homes in the Community.
5. When brick is used (used brick may be acceptable), the color must blend with the other homes in the Community.
6. Wood siding can cover a maximum of 49% of the exterior surface area.
7. Minimum living area square footage is stipulated in Article IV, Section 6.
8. Maximum number of stories is 2 with a maximum total height not to exceed 35'.
9. Minimum setbacks are specified in Article IV, Section 7.

Openings

1. Doors are to be wood slab or paneled. Sliding doors of wood or aluminum, with glass panels, may be used in special areas such as patios, porches, etc., which shall be screened from general view.
2. Factory finished metal front doors comparable to wood in appearance may be approved. Aluminum doors must be painted.
3. Window frames are to be wood, painted aluminum, or plastic double or single hung, casement or projecting. Sliding windows should be avoided, except small sliding windows in bathrooms or kitchens. Factory or job finished painted metal windows comparable in appearance to wood may be approved. Vinyl clad windows are acceptable in approved colors.
4. Screen frames are to match window finish.

Garages

1. Garage doors cannot contain windows (security reasons).
2. Garages must be completely enclosed, minimum two car.
3. No carports are allowed.
4. All garage doors must have automatic openers.
5. All garages shall be side entry in block IV and side or rear entry in block V.

Roof

1. A roof material sample shall be submitted with plans. Composition roofs are not allowed.
2. Total height of dwelling, including chimney, shall not exceed 35 ft. above slab.
3. Subroofs must be constructed of minimum 15/32" plywood, with normal felt and rosin paper underlayments.
4. Low profile roof ventilators will be used. Vents and other penetrations will be as unobtrusive as possible.
5. Chimneys will be clad in masonry of the same type as used on exterior walls.
6. Pitched roofs slopes will be 3:12 minimum, 8:12 maximum.
7. Where townhouses' and homes' foundations are three (3) feet or less from property lines, gable roofs running front to back must be used. If foundations are greater than three (3) feet from side property line, hip roofs may be used, but gutters and downspouts must be attached to control water run off.
8. Flat roofs are discouraged, but must be used in conjunction with parapet walls.
9. Make maximum use of simple roof forms, such as sheds, hips and gables.
10. On smaller dwellings, use only one type of roof form.
11. Provide overhangs, 2 feet minimum, on all sides except when gable ends have parapets.
12. Overhang is to be measured perpendicular to the wall surface. Over-hang may be reduced to 1'0" for roofs of 6:12 pitch or greater.

13. Overhangs may not extend beyond Lot lines.
14. Eaves' minimum width is 1', maximum width 2'.

Color Board

1. All exterior colors must be submitted for approval at the same time as general plans. Brick and roof samples must be submitted.
2. Paint sample chips or charts may be submitted for stucco and exterior trim. Colors should appear light and natural. Warm earth tones are encouraged.
3. Wood sashes, doors and trim are to be painted or stained. Special wood doors may be stained.
4. Existing dwelling colors are not considered precedent-setting.

Miscellaneous

1. Plans for landscaping, pools, sidewalks, driveways etc. and fences/walls/hedges, must be submitted (preferably with original plans) before their construction begins and will follow guidelines in III below. Any Lot with a dwelling must have an automated sprinkler system, connected to city water lines only (Use of the Association's or Club's systems is absolutely prohibited).
2. No external antennas in excess of 2 s.f. of any type are allowed. Contact TCI for cable wiring diagrams. Enclose cable in conduit and join system at closest point to cable system junction box located at one rear corner of the Lot.
3. Plate, sheet or window glass is to be clear, bronze, or gray tinted.
4. Reflective glass is not acceptable.
5. No exterior signage is allowed, except house number.
6. No propane tanks are allowed.
7. Garbage disposals are mandatory.
8. Mailbox placement and design must be approved, where allowed, and be constructed of the same material(s) as the dwelling. Mailboxes on block IV will be placed on the island, facing south.
9. Exterior lights, other than main entrance door, must be approved.
10. Owners are advised to plan for golf cart storage, if not for their own use, then for resale value.
11. All homes in Tierra Santa shall be built as "GOOD CENTS HOMES" as such energy standard is defined by Central Power & Light Company.

II. ADDITIONS OR CHANGES TO EXISTING STRUCTURES

General

1. Submit three complete sets of plans for approval for any modification of an existing structure which increases the structure's footprint or modifies the exterior appearance.

2. Building permits are required from the City of Weslaco for any modification of an existing structure.
3. Cable, telephone and electrical wires must be spotted before slab is poured. Some lines may have been laid outside easements. Contractor or Owner will be responsible for the cost to repair cut lines.
4. Garages may not be converted to living areas.
5. Inspections will be made by the City of Weslaco.

Renovations

1. Any modification to the interior to an existing structure which does not increase the structure's footprint does not require A.C.C. approval.
2. Building permits from the City of Weslaco are required.

III. OTHER IMPROVEMENTS

Landscaping

1. Scale shall be at least 1" = 10' and noted on drawing.
2. Location by Lot and Block number should be noted on drawing.
3. Topographic contours should be considered in design. Excess water cannot run off to adjoining property.
4. Plans should show existing structures, walks, drives, pools, etc.
5. Existing easements should be noted.
6. New plants and existing plants will be identified by common name, plant size and mature size.
7. New walks, walls, etc., should be identified by material and dimensions including height above finished grade.
8. All property Owner's whose property abuts golf course property lakes or ponds must maintain their property and golf course property to the pond's or lakes' edge, parallel extending their side Lot lines to the pond or lake water level. The Club assumes no liability for any accidents which occur on Club nor individual Lot Owner's property.

Pools

1. Submit three complete sets for approval as building permits are required by the City of Weslaco.
2. Scale of drawing should be noted on drawing.
3. Plans shall show location of pool equipment and proposed screening of same.
4. The water containing basin (not necessarily the surrounding slab and walks) shall not encroach on any easement.
5. For pools containing back-wash filtering systems, drainage of back-wash water must be shown.
6. Screening of filtration, pump & heater equipment must be supplied.

Fences, Walls

1. Elevation drawings of any proposed fence or wall must be submitted.
2. Masonry columns are to be used. Columns to be spaced no more than 15' on center or 30' on center if supported at 10' intervals with 50 gage pipe anchored in concrete. Infill may be (not painted) wood, brick, wrought iron/aluminum or masonry, subject to approval.

3. Minimum 6' high. No chain link fences allowed. Wrought iron fences are not recommended because of corrosion.
4. Finished side of fence to be attached to the outside of the horizontal support boards. All framing to be on the interior of fence.
5. Only side and back yards or pool areas may be fenced, where allowed.
6. No walls, fences or hedges may be erected along or adjacent to and basically parallel to any Lot line of property adjoining golf course property. Exceptions may be granted for fences which either do not obstruct another's view, do not come into play on the course and/or other reasonable circumstances.

IV. SPECIAL NOTATIONS

1. Construction must be in full and complete compliance with those plans approved by the A.C.C.
2. Noncompliance with the approved plans or noncompliance with any of these restrictions may result in the Board's remedying the non-compliance and placing a lien upon the land and improvements until reimbursed for its expenses.
3. No damage shall be done to adjacent Lots, streets, common areas or public utilities, including cable television and telephone wires.
4. One 5 sq. ft. builder sign (not one for each subcontractor or financing source), stating name and telephone number only, shall be allowed during construction. All signs shall be removed upon occupancy or one year after substantial completion of the improvements, whichever comes earlier. Signs erected that are not in compliance will be removed and destroyed.
5. A portable toilet shall be on the building site during construction.
6. Construction materials, trash and construction worker trash must be contained during construction, in an enclosed container and/or confined to the building itself, to the satisfaction of the A.C.C.
7. No trash or building materials may remain on the Lot nor adjacent Lots after construction is complete.
8. All grass/sod shall be certified hybrid #419 Bermuda grass.
9. Temporary or permanent window coverings of aluminum foil are not acceptable.
10. The golf course will be irrigated with effluent water beginning in 1998. All residents shall know that this is not potable water and it should not be used for drinking nor bathing purposes.
11. The golf course is for use by golfers who have properly registered in the Pro Shop and paid the appropriate fee to use the course, not for resident jogging, bicycling, fishing, swimming, boating, practicing, playing games, etc.
12. Golf balls or players which damage private property are not the responsibility nor liability of Tierra Santa Golf Club. Players' homeowners insurance policies normally cover damages (broken windows, tiles, etc.). The Club will be glad to furnish names of players who may have caused damages but denies responsibility/ liability therefore.
13. Golf course views, "privacy invasion" protection and noise abatement are not guaranteed