

**DECLARATION OF COVENANT  
CONDITIONS AND RESTRICTIONS  
FOR  
RETAMA VILLAGE PHASE 2**

*The State of Texas*

*Know All Men by These Presents*

*County of Hidalgo*

**WHEREAS**, Rhodes Enterprises Inc., Located at 14901 N. Ware Rd., Edinburg, Hidalgo County, Texas (hereinafter called "Declarant"), as owners of all that certain real property located in Hidalgo County, Texas described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes:

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

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

**ARTICLE ONE  
DEFINITIONS**

- 1.01 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.
- 1.02 "Lot" shall mean and refer to that portion of any of RETAMA VILLAGE, PHASE 2 Subdivision plots of land shown upon the plat and subdivision map recorded in the Map Records of Hidalgo County, Texas on which there is or will be built a single-family dwelling. The term "Lot" shall not include any reserves or common areas shown on the said map of plat.
- 1.03 "Declarant" shall mean and refer to the above named person, their heirs, successors and assigns shall acquire more than one undeveloped Lot from Declarant of the purpose of development.
- 1.04 "Association" shall mean the master Home Owners Association for the Master Planned Community of Bentsen Palm Development and incorporated as **Bentsen Palm Development Association, Inc. ("BPDA")**, a Texas non-profit corporation, its successors and assigns. All rules, conditions, covenants and declarations of Bentsen Palm Development Association, Inc. Board of Directors shall be binding on all properties located in the property described in Exhibit "A".
- 1.05 "Initial Construction and Sales Period" shall mean the period from final plat approval by the City of Mission until all lots described in Exhibit "A" are improved and first occupancy occurs by a permanent resident. Once first occupancy occurs, that specific lot is no longer considered a part of the exceptions listed for the Initial Construction and Sales Period.

## AGE RESTRICTION

Retama Village, Phase 2 is intended to provide housing primarily for persons 55 years of age or older, subject to the rights reserved to Declarant in this Section. The Properties shall be operated as an age restricted community in compliance with all applicable state and federal laws. No person under 19 years of age shall stay overnight in any Dwelling Unit for more than 30 days in any 12-month period.

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

The Board shall publish and abide by policies and procedures from time to time as necessary to maintain its status as an age restricted community under state and federal law and demonstrate its intent that Retama Village, Phase 1 be operated as housing for persons 55 years of age or older.

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

1.06 "Qualified Occupant": Any of the following Persons occupying a Dwelling Unit:

- (i) any Age-Qualified Occupant;
- (ii) any Person 19 years of age or older occupying a Dwelling Unit with an Age-Qualified Occupant;
- (iii) any Person 19 years of age or older who occupied a Dwelling Unit with an Age Qualified Occupant and who continues, without interruption, to occupy the same Dwelling Unit after termination of the Age Qualified Occupant's occupancy thereof.
- (iv) Any Person 19 years or age or older who is occupying a Dwelling Unit for the purposed of providing in-home health care to an Age Qualified occupant or direct member of an age qualified occupant's immediate family or hired domestic housekeeping service occupant so long as an Age Qualified Occupant resides in the same dwelling unit

1.07 "Age-Qualified Occupant": Any Person (i) 45 years of age or older who owns and occupies a Dwelling Unit and was the original purchaser of the Dwelling Unit from the Declarant; or (ii) 55 years of age or older who occupies a Dwelling Unit. The terms "occupy", "occupies", or "occupancy" or any derivative thereof used throughout this Declaration, shall mean staying overnight in a particular Dwelling Unit for at least 60 days in any 12-month period. An "Occupant" shall be any Person who occupies a Dwelling Unit.

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

- 2.01 The Owner hereby appoints the Association to structure an Architectural Review Committee (ARC) consisting of members appointed under the rules of the Association. The ARC must approve all exterior plan details, setbacks, revisions or alterations to existing dwellings, fencing details and other architectural items affecting the nature of the RETAMA VILLAGE Subdivision. Complete architectural plans of new construction, fencing or alterations to existing dwellings must be submitted to the ARC prior to commencement of any construction or alterations. The ARC shall review such plans and either approve or disapprove under the rules of the Association.
- 2.02 The Association may structure a Retama Village Neighborhood Association Architectural Advisory Committee ("AAC") to review all plans and advise the ARC. The ARC is not bound by advice or opinion of the AAC but may consider such advice or opinions when rendering a decision. Members will be appointed by the BPDA Board. Lot Owners in Retama Village may recommend applicants to the AAC per guidelines approved by the BPDA Board. Any appointee to the AAC serves at the pleasure of the BPDA Board.
- 2.03 The Association will own and operate the common properties and facilities, including the Community Park with all its improvements, Community entrances and all other common areas within the Community. Membership in Bentsen Palm Development Association, Inc. ("BPDA") is mandatory for all lot owners and contract purchasers. Each land or lot owner is subject to an annual assessment by BPDA for the purposes of providing adequate funds to carry out its obligations as outlined in the Articles and By-Laws of BPDA.
- 2.04 In addition to the annual assessments and any other special assessments as outlined in the Articles and By-Laws of BPDA, the Association may levy in any assessment year, a special assessment to provide for indemnification and hold harmless of the City of Mission relating to any condition of lack of maintenance or repair or otherwise relating to any claim based on any Common Element made by any member of the Association or any third party which can be asserted against the City of Mission. The Association and every Lot Owner, individually, will hold the City of Mission and Declarant harmless and indemnify them from any and all liability from claims from any third party or any Lot Owner against the City of Mission or Declarant relating to the condition of any of the common elements or from any other cause relating to the obligations of the Association or Lot Owners hereunder.

**ARTICLE THREE**  
**DESIGN STANDARDS**

**Lots 166-232 (RV Lots Only)**

- 3.01 All construction shall comply with the terms and conditions of the most recent copy of the Design Standards and rules and requirements of the ARC. The most recently approved Design Standards by the Association for Retama Village Subdivision are made a part of this document by reference.
- 3.02 Lots 166-232 shall have concrete parking pads and service pedestals of a style and type approved by Association. All lots will be fully landscaped and include individual irrigation systems with individual controls.
- 3.03 The lots may contain one accessory building of a maximum size of 12' x 24' and of a design and materials as approved by the ARC. Decorative finish items may be allowed if prior approval of ARC is obtained.
- 3.04 Only new construction materials shall be used or utilized in constructing any structures situated on a Lot, unless the ARC shall expressly approve in writing the use of used construction materials.
- 3.05 The lots are exclusively reserved for Recreational Vehicles which are, in the sole judgment of the ARC, in good repair. No mobile homes or "park-model" units are allowed.
- 3.06 Decorative cedar trellis coverings (pergolas) may be installed subject to prior approval of the design, material, finish stain color and usage of the covering and specific size and location requirements. No shade, wind or other coverings devices or roof coverings may be added to the structure's sides or roofing without specific approval by the ARC.
- 3.07 Roof material on Coach Houses must be 30-year shingles with an architectural dimensional effect. Lightweight shingles or "three-tab" shingles are not allowed. All additions will use the same color, style

and weight shingle as the main structure. All dwellings and additions in this subdivision shall have a shingle color matching "Weathered-Wood" as produced by Elk Shingles. Only low profile roof ventilators may be used. Vents and other penetrations must be as unobtrusive as possible and located away from the main roof in which the dwelling is to be constructed. Pitched roofs shall have a minimum slope of 6:12 on all RV Lot buildings.

- 3.08 All exterior field colors shall be approved by ARC. The colors of the trim, doors and windows shall be complimentary to the selected field colors. Wood sashes, doors and trim shall be painted or stained. ARC approval is to be based on neighborhood harmony and compatibility with surrounding dwellings.
- 3.09 No walls or fences shall be erected or maintained except as originally installed by Declarant during the initial development process.
- 3.10 No fixed awnings, coverings, tents or other structures will be allowed to be erected on any site without prior approval by the ARC. Awnings that are an integrated part of an RV unit are allowed.
- 3.11 All exterior construction of the accessory structure, garage, porches and any other appurtenances or appendages of every kind and character and all interior construction to conform to all municipal codes and issuance of a certificate of occupancy by the City of Mission shall be completed not later than one (1) year following the commencement of construction, defined as the date of issuance of a building permit by City of Mission or thirty (30) days following the date the ARC gives final approval to the construction plans, whichever occurs first. Construction commenced and not completed within such twelve (12) month period is subject to a fine of up to five hundred dollars (\$500.00) per day by the Association. Any violation of this Section will subject the owner of the lot to a fine of up to five hundred dollars (\$500.00) per day until the violation is corrected, as well as any and all other remedies that the Association may impose in accordance herein.
- 3.12 Any construction shall be undertaken in a good and workmanlike manner and in accordance with all applicable laws. The Owner shall obtain all required building permits. In connection with any such construction, no damage shall be done to any adjacent lots, streets, common areas or public or private utilities. Construction material, trash and construction worker trash must be contained during construction in a dumpster or other acceptable enclosed container on the lot and/or confined to the building itself. The owner and any owner's agent is responsible for any cleanup cost associated with retrieval of debris or trash scattered or blown off lot and deposited on other property, whether lots or common areas. The Association will issue one notice of non-compliance of this section to the owner of a lot, whether under construction or if the condition exists after occupancy. After such notice, if the owner does not take corrective action to clean the debris or trash or if the condition continues, the Association may have the debris or trashed cleaned and assess the owner the cost of such corrective action.
- 3.13 Any violation of these Design Standards, or beginning construction without approval of the ARC, failing to obtain a building permit, failing to comply with applicable law, failing to comply with approved plans, or otherwise failing to comply with the terms of this Declaration can result in the Association imposing a substantial fine, and if applicable, remedying the noncompliance and placing a lien upon the lot and improvements until it is reimbursed for its expenses. In applicable instances, the Association shall have the right, but not the obligation, after ten (10) days written notice to the owner to enter the lot and remedy such noncompliance to its satisfaction and may charge the owner for the cost of such work. The owner agrees by the purchase of such lot to pay such amount immediately upon receipt of an invoice therefore. The amount of such charge, together with interest thereon at fifteen percent (15%) per annum and reasonable cost of collection shall be a charge and continuing lien upon such lot, as well as a personal obligation of the owner of such lot.
- 3.14 Landscaping, Irrigation and Maintenance requirements shall be as listed in Exhibit "B" and made a part of this document.
- 3.15 Non-Pervious Materials – the total area of non-pervious material cannot exceed 60% of the total area of the subdivision without specific ARC Approval for a variance.
- 3.16 Address/name plaque posts must be of a style and material approved by the ARC.
- 3.17 Flagpoles are limited to one per lot and must be attached to the accessory building. The height and location of the flagpole is subject to ARC approval. No flags may be attached to the Recreational Vehicle or Landscape items.
- 3.18 Hot Tubs/Spas must be installed on non-pervious material. All drainage water must be neutralized before draining and must not drain from the owner's property.
- 3.19 Wood Decks are considered to be non-pervious material and fall within the 60% requirement for a site.

- 3.20 No free-standing collapsible screen patios or tents are allowed on any site.
- 3.21 No RV may be underpinned or any permanent "tie-downs" used to secure the unit as a permanent structure. No under-unit storage of items is allowed. Covering for 5<sup>th</sup>-wheel neck hitch attachment is allowed.

**Lots 122-165 & 233-237 (Single Family Dwellings Only)**

- 3.22 All construction shall comply with the terms and conditions of the most recent copy of the Design Standards and rules and requirements of the ARC. The most recently approved Design Standards by the Association for Retama Village Subdivision are made a part of this document by reference.
- 3.23 All housing shall have structure for a covered parking area.
- 3.24 The minimum living area (air conditioned area) for Lots 122-165 & 233-237 is to be 700 square feet. Living area shall mean the portion of a dwelling which is enclosed and customarily used for dwelling purposes but shall not include open porches, open terraces, breezeways, attached garages or dwelling accessory buildings.
- 3.25 Only new construction materials shall be used or utilized in constructing any structures situated on a Lot, unless the ARC shall expressly approve in writing the use of used construction materials.
- 3.26 The front entry area should have some sense of arrival. It should have some dominance that is not confusing. The entry should keep scale with pedestrian traffic and be in balance with the entire elevation. Brick details and other masonry details should be done in a manner that creates depth. Brick or masonry shadow lines and projections should balance with the design of the house. The front plane of the house should have movement front to back and multiple plate heights across the front. The use of accent materials and features must not conflict with the architectural style of the dwelling or the surrounding neighborhood harmony. The ARC reserves the right to reject elevations with monotonous plate heights across the front and the use of materials and features that, at the sole judgment of the ARC, do not conform to neighborhood harmony.
- 3.27 Decorative rail fencing between columns and at the entrance to the Coach Port section of Lots 122-165 & 233-237 is permitted subject to approval of the design, color, placement and size by the ARC prior to installation.
- 3.28 Roof material must be 30-year shingles with an architectural dimensional effect. Lightweight shingles or "three-tab" shingles are not allowed. All additions will use the same color, style and weight shingle as the main structure. All dwellings and additions in this subdivision shall have a shingle color matching "Weathered-Wood" as produced by Elk Shingles. Other roofing material, such as standing-seam metal, clay or concrete or flat roofing must be approved by the ARC and be demonstrated the reason for the special architectural requirements. Total height of dwelling, including chimney, shall not exceed a maximum of thirty-five feet (35') above the finish floor slab. Only low profile roof ventilators may be used. Vents and other penetrations must be as unobtrusive as possible and located away from the main roof in which the dwelling is to be constructed. Chimneys shall be clad in masonry with colors complimentary to the color of the main unit. Pitched roofs shall have a minimum slope of 5:12. Flat roofs are discouraged, but may be used in conjunction with an adequate parapet wall and allowed only on such architectural styling as deemed appropriate by the ARC.
- 3.29 All exterior field colors and decorative stone shall be approved by ARC. The colors of the trim, doors and windows shall be complimentary to the selected field colors. Wood sashes, doors and trim shall be painted or stained. ARC approval is to be based on neighborhood harmony and compatibility with surrounding dwellings.
- 3.30 No walls, fences or hedges shall be erected within Phase 2 without ARC approval
- 3.31 A minimum of a four (4) foot wide sidewalk shall be constructed from the parkway or driveway to the front of the dwelling. All such sidewalks (as well as driveways) shall be made of concrete, stamped concrete or bricked pavers. Any other surface must have prior ARC approval. Colors, textures and patterns of any decorative concrete finish (stamped, painted, stained, etc) must receive prior ARC approval before installation.
- 3.32 All exterior construction of the primary residential structure, garage, porches and any other appurtenances or appendages of every kind and character and all interior construction to conform to all municipal codes and issuance of a certificate of occupancy by the City of Mission shall be completed not later than one (1) year following the commencement of construction, defined as the date of issuance of a building permit by City of Mission or thirty (30) days following the date the ARC gives final approval to the construction

plans, whichever occurs first. Construction commenced and not completed within such twelve (12) month period is subject to a fine of up to five hundred dollars (\$500.00) per day by the Association. Any violation of this Section will subject the owner of the lot to a fine of up to five hundred dollars (\$500.00) per day until the violation is corrected, as well as any and all other remedies that the Association may impose in accordance herein.

- 3.33 Any construction shall be undertaken in a good and workmanlike manner and in accordance with all applicable laws. The Owner shall obtain all required building permits. In connection with any such construction, no damage shall be done to any adjacent lots, streets, common areas or public or private utilities. Construction material, trash and construction worker trash must be contained during construction in a dumpster or other acceptable enclosed container on the lot and/or confined to the building itself. The owner and any owner's agent is responsible for any cleanup cost associated with retrieval of debris or trash scattered or blown off lot and deposited on other property, whether lots or common areas. The Association will issue one notice of non-compliance of this section to the owner of a lot, whether under construction or if the condition exists after occupancy. After such notice, if the owner does not take corrective action to clean the debris or trash or if the condition continues, the Association may have the debris or trashed cleaned and assess the owner the cost of such corrective action.
- 3.34 Any violation of these Design Standards, or beginning construction without approval of the ARC, failing to obtain a building permit, failing to comply with applicable law, failing to comply with approved plans, or otherwise failing to comply with the terms of this Declaration can result in the Association imposing a substantial fine, and if applicable, remedying the noncompliance and placing a lien upon the lot and improvements until it is reimbursed for its expenses. In applicable instances, the Association shall have the right, but not the obligation, after ten (10) days written notice to the owner to enter the lot and remedy such noncompliance to its satisfaction and may charge the owner for the cost of such work. The owner agrees by the purchase of such lot to pay such amount immediately upon receipt of an invoice therefore. The amount of such charge, together with interest thereon at fifteen percent (15%) per annum and reasonable cost of collection shall be a charge and continuing lien upon such lot, as well as a personal obligation of the owner of such lot.
- 3.35 Landscaping, Irrigation and Maintenance requirements shall be as listed in Exhibit "B" and made a part of this document.

## **ARTICLE FOUR USE RESTRICTIONS**

### **RESIDENTIAL USE**

- 4.01 Such lots, and each and every one thereof, are for residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium or doctor's offices, or other multiple-family dwelling shall be erected, placed, permitted or maintained on such premises or on any part thereof. No improvement of structure whatsoever, other than a first class private dwelling house, patio walls, swimming pool, or other structure approved by the ARC may be erected, altered, placed, maintained or permitted to remain on any of the Lots in such premises. No improvement of structure whatsoever, other than an outside storage building meeting the design standards, swimming pool, or hot-tub may be erected, altered, placed, maintained or permitted to remain on any of the Lots without specific written approval by the ARC.
- 4.02 Any single story residence constructed on Lots 122-165 & 233-237 must have a ground floor area of not less than 700 square feet, exclusive of open or screened porches, terraces, patios, driveways and garages and **MUST** be of new construction. A residence other than a single story residence must have not less than 700 square feet of ground floor living area. Only newly constructed homes, will be permitted. The exterior walls of any residence shall consist of not less than 100% masonry or masonry veneer construction. Block construction must have a stucco finish. No evaporative cooler or air conditioner shall be placed, installed, or maintained on the roof or wall of any building structure. Conditioning units on Lots 166-232 may be placed on the side or rear of the Coach House building.

## **SETBACK**

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

## **RESUBDIVISION OR CONSOLIDATION**

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

## **EASEMENTS**

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

## **NOXIOUS OR OFFENSIVE ACTIVITIES PROHIBITED**

- 4.06 No noxious or offensive activity shall be carried on upon any lot or permitted on any lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood. The Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or an annoyance including, but not limited to, noxious odors or noise created by animals. Only NON-COMMERCIAL AND/OR NOT-FOR-HIRE motor vehicles are allowed parking on any site. Motor vehicles not currently licensed, boats, trailers, campers, or other vehicles shall not be permitted to be parked on any Lot subject to the exception for recreational vehicles being cleaned or loaded as stated in Section 4.14. Variances to vehicle parking may be granted by the ARC for lots 166-232 if determined by the ARC that no interference to the enjoyment of the surrounding sites is caused by parking such vehicles. No vehicle of any kind may be parked on any street overnight. No major repair work (as determined by the ARC), dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or lot area or on any portion of a common area. The use or discharge of firearms, firecrackers, or other fireworks in the subdivision is prohibited. No motorbikes, motorcycles, motor scooters, "go-carts" or other similar vehicles shall be permitted to be operated within the subdivision if, in the sole judgment of the Board of the Association such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance.

## **OCCUPANCY**

- 4.07 No private dwelling house erected upon any Lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required. Nor shall any residence, when completed, be in any way occupied until made to comply with approved plans, the

requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth. No temporary structure shall be placed or erected upon any Lot either permanently or temporarily. Rental of any servant's quarters is prohibited, the occupancy thereof being limited to either guests or servants. Should any structure be destroyed or partially destroyed, owner shall immediately remove or rebuild said structure.

### **SIGNS**

- 4.08 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 are expressly transferred, shall own any portion of the Bentsen Palm Development property no signs of any character shall be allowed on any Lot except the following: (a) one sign of not more than eight (8) square feet advertising the property for sale or rent; provided, however, that Declarant and any other persons or entity engaged in the constructions and sales residences with subdivisions shall have the right, during the initial construction and sales period, to construct and maintain such signs and other facilities as may be reasonably necessary for such construction and sale, including a temporary residence or office; (b) one professionally made security service sign of not more than one square foot; (c) standard size political yard sign which may be erected no earlier than 6 weeks before an election, and which must be removed within 7 days after the election for which the sign is displayed; (d) one sign celebrating an event or an accomplishment provided the sign is tasteful, modest in size (12 square feet maximum) and is removed within 7 days after it is erected; or (e) a temporary sign identifying the home as the site of a social event is permitted for a maximum of 24 hours. Any other sign or object (including yard art) that is visible from the street may not be installed without ARC approval. Any violation of this Section will subject the owner of the lot to a fine of up to one hundred dollars (\$100.00) per day until the violation is corrected, as well as any and all other remedies that the Association may impose in accordance herein.

### **GARBAGE RECEPTACLES, LOT MAINTENANCE REQUIREMENTS**

- 4.09 No Lot shall be used or maintained as dumping ground for rubbish or trash, and all garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. No elevated tanks of any kind shall be erected, placed or permitted on any part of such premises. All clotheslines, garbage cans, equipment, coolers, wood piles, storage sheds or storage piles shall be in a concealed area so as to not be visible from the front street. All trash, garbage or waste matter shall be kept in adequate containers with tightly fitting lids and maintained in a clean and sanitary condition and in compliance with requirements of the City of Mission. All such receptacles shall be stored in an area that is not visible from the front street and may be removed from such storage area on the designated collection day only and must be returned at the end of that collection day. No garbage, trash, debris or other refuse matter of any kind shall be burned on any lot.
- 4.10 The Owners or occupants of all lots, at all times, shall keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no even use any lot for storage of materials and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The drying of clothes where visible from the front street is prohibited. In the event of default on the part of the owner or occupant of any lot in observing the above requirements, or any of them such default continuing after ten (10) days written notice thereof, the Association may, at its option, without liability to the owner or occupant in trespass or otherwise, enter upon said lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration in order to place said lot in a neat, attractive, healthful and sanitary condition, and may assess the owner or occupant of such lot for the cost of such work. Each assessment together with interest thereon at the rate of fifteen percent (15%) per annum and reasonable cost of collection shall be a charge and continuing lien upon such lot, as well as the continuing personal obligation of the owner of such lot at the time of such assessment.



## ANIMALS

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

## YARD APPEARANCES AND PARKING

- 4.12 No fence, wall hedge or utility meter shall be placed or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fence. Only rear fencing of black chain link type approved by ARC is allowed on Lots in Phase 2 and installed by the developer. No other fencing in Phase 2 is allowed without specific written approval by the ARC
- 4.13 A **RESTRICTED PARKING ZONE** is established on each of the Lots 166-232 whereby an area 6 feet inside the front property line is reserved that no vehicle, part of a vehicle or RV parking is allowed within this Zone. Any violation of this Section will subject the owner of the lot to a fine of up to one hundred dollars (\$100.00) per occurrence until the violation is corrected, as well as any and all other remedies that the Association may impose in accordance herein.
- 4.14 No truck, bus, trailer, R.V. commercial vehicle or equipment shall be left parked or placed on Lots 122-165 & 233-237 except for construction and repair equipment while a residence or residences are being built or repaired, and no truck, bus, boat, R.V. or trailer shall be parked on the driveway of Lots 122-165 & 233-237 in such a manner as to be visible from the street for a period of greater than 48 hours during which time loading or cleaning may be permitted. Vehicles that are not in regular use shall not be permitted to remain in the street in front of any Lot or on the driveway. The ARC will promulgate and publish vehicle size standards that are permitted on the front driveways of Lots 122-165 & 233-237. The standards will be generally based on the size (height, length, width) of a current model of a Ford 1-Ton model F-350 truck. The ARC reserves the right to allow any specific vehicle that is in substantial conformity with the promulgated size standards, at the sole determination of the ARC. All other vehicles larger than the promulgated size standards must be fully enclosed within the Coach Port portion of the dwelling on these lots.
- 4.15 The Association is interested in the appearance of yards that are visible from the street and from neighboring homes. Some changes or additions to a yard may defy easy categorization as an improvement, a sign or landscaping. This Section confirms that all aspects of a visible yard are within the purview of the ARC, including, without limitation, the shape of pruned shrubs; the number, shapes and uses of flower beds; and the integration of items such as boulders, driftwood, antique equipment, statues, monuments and other items classified as Yard Art.

## PROHIBITED ACTIVITIES

- 4.16 No professional, business, or commercial activity to which the general public is invited or allowed shall be conducted on any Lot. Major auto maintenance and/or repair is **not permitted** on the street in front of any Lot or on the driveway or any portion of the Lot in such manner as to be visible from the street or neighboring Lots. The Association prior to commencement of such use must approve any use of a lot, other than as a single-family residence.
- 4.17 Garage sales, moving sales, rummage sales or similar activities on any lot may be permitted no more often than once per year and subject to such restrictions as may be imposed by the Association from time to time.

- 4.18 Capturing, trapping, or killing of wildlife within the Bentsen Palm Development, except in circumstances posing a threat to safety.
- 4.19 Any activity which results in unreasonable levels of sound or light pollution, provided, this restriction shall not restrict or prevent the Association from operating recreational facilities or other amenities in a manner consistent with their intended use. The Association may have special function events as permitted under the Master Covenants document and made a part by reference.

#### **UTILITY LINES AND ANTENNAS**

4.20 All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead unless a part of the initial development infrastructure as designed by the electric provider. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed or maintained on any part of such premises that is visible from street unless a part of the initial development infrastructure. Any waiver of these restrictions shall not constitute as to other Lots, lines or antennas. Exterior television/radio antenna, weather station apparatuses and receivers of any sort shall not be placed, allowed or maintained upon any portion of the roof structure where visible from the street and must receive ARC approval before installation. Satellite dishes are permitted with the following constraints: (a) Dish diameter shall not exceed standards established from time to time by the ARC for individual reception of service and (b) Dishes shall be confined within the rear or side yards. No dish shall extend above the ridge line of the roof nor shall any dish be attached to the front roof or eave of the front facing portion of the structure. Dishes installed on the side portion of the dwelling may not be installed above the eave and no closer to the front than ten feet (10') from the rear corner of the main dwelling. On lots 166-232, dishes which are an integrated portion of an RV unit and attached are permitted. Ground mounted dishes, any detached from the RV unit, are permitted so long as such dish and mounting devices are not visible from the front street.

#### **DRIVEWAYS**

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

#### **USE OF COMMON AREAS**

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

#### **ARTICLE FIVE**

##### **FUTURE SUBDIVISION DEVELOPMENT**

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

## **ARTICLE SIX**

### **GENERAL PROVISIONS**

#### **ENFORCEMENT**

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

#### **SEVERABILITY**

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

#### **NON-LIABILITY OF THE ASSOCIATION AND THE ARC**

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

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

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

**EXECUTED** by the said Declarant this the \_\_\_\_\_ day of May, 2008,

**BY:** \_\_\_\_\_  
Rhodes Enterprises Inc.  
Authorized Representative

**STATE OF TEXAS  
COUNTY OF HIDALGO**

I, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposed and consideration therein given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

\_\_\_\_\_  
Notary Public for the State of Texas  
My Commission expires: \_\_\_\_\_

**EXHIBIT "A"**

**RETAMA VILLAGE PHASE 2  
AT  
BENTSEN PALM DEVELOPMENT**

Legal description of the platted property as recorded in Volume 55, Pages 55 & 56, H.C.M.R. and identified as RETAMA VILLAGE PHASE 2, a resubdivision of a 21.574 acre tract out of Lots 30 & 31, Bentsen Groves Addition "E", as recorded in Vol. 8, Pg 6, H.C.M.R., Hidalgo County, Texas

This Page Intentionally Blank

## **EXHIBIT "B"**

### **LANDSCAPING AND IRRIGATION REQUIREMENTS**

**RETAMA VILLAGE PHASE 2**  
*at*  
**BENTSEN PALM DEVELOPMENT**

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

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

#### **LANDSCAPING REQUIREMENTS:**

1. Parkway (the area between the curb and property line) landscaping shall include a minimum of one (1) shade tree from the approved vegetation list published by the ARC (no citrus trees allowed in front or street side yard area), properly spaced that have a minimum caliper of 2" in diameter. For corner lots, two (2) such trees shall be required, one on each street frontage.
2. Front yard landscaping, EXCEPTING LOTS 166-232, shall include a minimum of one (1) shade tree chosen from the approved vegetation list that has a minimum caliper of 2" in diameter. Placement for the tree is left to the owner's discretion. Side yard and rear yard trees are encouraged, but shall not be counted in meeting this requirement.
3. All front and side yards shall be Bermuda or proven low water use grass approved by ARC
4. A minimum requirement of foundation plantings (Lots 122-165 & 233-237) along the front wall of the dwelling shall be planted with a minimum of one (1) gallon sized plants spaced on no greater than 36" centers. All foundation landscaping beds are strongly recommended to be a minimum of 36" wide and improved with compost for healthy plant life and ease of maintenance. It is recommended that varying heights be used to add aesthetic value such as ornamental trees or large shrubs at the corners of the structure tapering to low shrubs under windows with accents of varying heights in random locations with flowering plants to add color and texture. We highly recommend choosing native and well adapted plants from our vegetation list for wildlife and water conservation purposes. Lots 166-232 shall be landscaped with a planting bed along one side of the pad site and be of design and plant selection as approved by the ARC from the recommended plant list.
5. All planting beds shall be mulched upon the initial installation. Property owners are strongly encouraged to maintain the mulch for aesthetic and water conservation purposes. It is proven that mulched landscaping areas use less water and help retard broadleaf weeds.
6. Certain invasive plant species are prohibited due to negative affects on the neighborhood harmony. The ARC will prohibit species which, in the sole determination of the ARC, are classified as invasive. The most current list of species classified as invasive and prohibited may be obtained from the ARC.

### **IRRIGATION REQUIREMENTS:**

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

### **LANDSCAPE MAINTENANCE REQUIREMENTS:**

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

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