

AMENDMENT to DECLARATION OF COVENANTS CONDITIONS AND
RESTRICTIONS for the ROYAL OAK ESTATES SUBDIVISION UNIT 1

AUTHORIZATION for ANNEXATION of ADDITIONAL PROPERTY TO
ROYAL OAK ESTATES SUBDIVISION UNIT 1

WE, the undersigned owners of real property located in **Royal Oak Estates Subdivision Unit 1**, McAllen, Hidalgo County, Texas, hereby authorize the inclusion of that certain real property described as **Royal Oak Estates Subdivision Unit 2** into the scheme of common area maintenance as provided in the Declaration of Covenants of **Royal Oak Estates Subdivision Unit 1**. This annexation is authorized pursuant to Article IX and Article X, Section 3, of the Declaration of Covenants of **Royal Oak Estates Subdivision, Unit 1**. The undersigned hereby authorize the **Royal Oak Homeowner's Association of Royal Oaks Estates Subdivision Unit 1**, to be responsible for the care and maintenance of the common areas of **Royal Oak Estates Subdivision Unit 2** after initial development of these areas is completed by the developers of **Royal Oak Estates Subdivision Unit 2**. This annexation will incorporate the owners of lots in **Royal Oak Estates Subdivision Unit 2** into the scheme of common area maintenance.

Royal Oak Estates Subdivision Unit 2 shall be encumbered with a declaration of covenants, conditions and restrictions which, for all practical purposes, are identical to those imposed upon the owners of real property in **Royal Oak Estates Subdivision Unit 1** and said covenants shall require that the owners of real property in **Royal Oak Estates Subdivision Unit 2** be responsible for the maintenance of the common areas.

This amendment shall be incorporated into the Declaration of Covenants Conditions and Restrictions for the **Royal Oak Estates Subdivision Unit 1** as Amendment I, pursuant to Article IX and Article X, Section 3.

COPY

COPY

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR THE ROYAL OAK ESTATES SUBDIVISION
UNIT I
DOC# 422581

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DECLARATION OF COVENANTS,
CONDITION AND RESTRICTIONS
FOR THE ROYAL OAK ESTATES UNIT I

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO ()

WHEREAS, THE ROYAL OAK GROUP, a Texas general partnership, hereinafter referred to as "Declarant", is the owner in fee simple of certain real property (sometimes referred to herein as the "Property"), located in Hidalgo County, Texas, all of Lots 1-55 ROYAL OAK ESTATES UNIT I, pursuant to a plat recorded on Nov. 28, 1994, in the Map Records of Hidalgo County, Texas in Volume 29, Page 173.

WHEREAS, Declarant desires to subject all of the above described property to the protective covenants, conditions, restrictions, liens and charges as hereinafter set forth, pursuant to an established general plan for the improvement and development of said property;

NOW, THEREFORE, it is hereby declared that all of the property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner (as hereinafter defined) thereof.

ARTICLE I.
DEFINITIONS

Section 1. "Declarant" shall mean and refer to THE ROYAL OAK GROUP, in its capacity as the initial developer of the Subdivision, and its successors and/or assigns, provided that in order to be successor or assignee Declarant, the subsequent developer must acquire all of the remaining lots which have not been initially sold by the initial developer.

Section 2. "Lot" shall mean any of the Fifty-Five (55) numbered lots as shown on the recorded map of the Subdivision filed of record in Hidalgo County, Texas, as same may from time to time be amended.

Section 3. "Maintenance" shall mean the exercise of reasonable care to keep buildings, streets, alleys, curbs, fences, sprinklers, signs, jogging trails, landscaping, lighting, and other related improvements and fixtures, whether enumerated or not, in the common area, in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 4. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 5. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of deed of trust.

Section 6. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 7. "Subdivision" shall mean the subdivided Property herein before described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter

provided.

Section 8. "Committee" shall mean the Architectural Control Committee as the same is set out in Article VIII hereinafter.

Section 9. "Association" shall mean and refer to ROYAL OAK HOMEOWNER'S ASSOCIATION, INC., its successors and assigns, which shall be a non-profit corporation under the laws of the State of Texas and which may adopt bylaws and function otherwise than in conflict herewith.

Section 10. "Properties" shall mean and refer to that certain real Property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 11. "Developer" shall mean ROYAL OAK GROUP so long as it shall own any Lot within the Properties.

Section 12. "Member" shall mean every person or entity who holds membership in the Association.

ARTICLE II. MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any lot.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determined, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Members shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Association and Board of Directors. The Association shall be created and commence its functions outlined herein below as of the date of the recording of the subdivision plat referenced herein.

With the Associations creation, a Board of Directors shall be elected by simple majority from the membership consisting of a President, Secretary and Treasurer. Terms shall consist of two (2) calendar years with elections of new Directors to take place on a bi-annual basis on January 15. It shall be the Treasurer's responsibility to conduct the financial affairs of the Association in accordance with generally accepted accounting procedures and all records and transactions shall be reported to the membership quarterly.

Section 2. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owner within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, upon creation, annual assessments on charges, such assessments to be established and collected as hereinafter provided; however, it is specifically provided that so long as Declarant shall own any Lots within the Properties, than no

assessment shall be assessed, levied, asserted or done against any such Lots so owned or against Declarant personally. The annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to maintain, repair, replace, renew and promote the health, safety, and welfare of the residents in the subdivision and for any undeveloped or unimproved lot, fences, entrance way, entry structure, lighting, landscaping, sprinkler system, adjacent right-of-way along Trénton and Second Street or any Association administrative expenses.

Section 4. Maximum Annual Assessment. Until January 1 of the year immediately following the creation of the Association, the maximum annual assessment shall be ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per Lot.

(a) From and after January 1 of the year immediately following the creation of the Association, the maximum annual assessment may be increased each year not more than three percent (3%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the creation of the Association, the maximum annual assessment may be increase above three percent (3%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any expense not covered by the annual assessments for a purpose set out in Section 2 above and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for the purpose.

Section 6. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members at their address according to the most current tax roll not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all Owners's Lot so assessed and may be collected on a monthly basis by the Association.

Section 8. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the creation

of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against Owner's Lots at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Nonpayment of Assessments, Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate as set by the Association or the maximum rate allowed by law, whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV PROPERTY RIGHTS

Section 1. Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded Subdivision map. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow or drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the Owner of such lot, except for improvements for maintenance of which public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right-of-way, and such easements, reservation, and rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights-of-way are reserved.

ARTICLE V. USE RESTRICTIONS

Section 1. Residential Use. All lots are for single-family 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 office, or other multiple-family dwelling shall be erected, placed, permitted or maintained on such premises, or on any part thereof, have and except the business of the Declarant and the transferee of the Declarant in developing all of the lots provided in Section 18.

No improvement or structure whatever, other than private dwelling house, patio wall, swimming pool, garage, carport, or servant's quarters may be erected, altered, placed, maintained or permitted to remain on any Lot in the Subdivision, without the express written consent of the Committee. All structures must be completed within one (1) year of commencement of construction.

Section 2. Construction Specifications.

(a) No residential structure erected on any lot shall have more than two (2) stories. Any single story residence, constructed on said Lots must have a ground floor area of not less than 1700 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports and garages. Two story structures must have a minimum of 1400 square feet on the first level.

(b) The exterior walls of any residence shall consist of not less than eighty percent (80%) masonry or masonry veneer construction.

(c) All structures situated on any lot shall have roofs as approved by the Committee with standards established as follows:

- 1) Composition Roof (demential type) 240 weight or better
- 2) No light, white, or brightly colored roofs;
- 3) Pitched roofs shall maintain a minimum 7/12 pitch unless otherwise approved.

(d) No evaporative cooler or air conditioner shall be placed, installed or maintained on the roof or wall of any building or structure.

(e) The front and side yards of each home as seen from any street within the Subdivision shall be covered or maintained in a neat appearance with grass, trees, shrubs, or other green vegetation. Paving of the front yard is not permissible. Fountain or garden statuary must not be visible from any street within the Subdivision. A minimum of two (2) two inch trunk diameter oak trees shall be planted in the front yard and maintained by each purchaser of Lots within 60 days of the completion of the respective house.

(f) Each Lot containing a residence shall have located thereon a brick masonry/stucco mailbox of approximately 20 inches wide by 28 inches deep with a total height of 54 inches situated directly next to the curb at the street. The distance from the curb to the bottom of the mail chute shall be 38 inches.

(g) Each Owner shall construct a four inch (4") thick by four feet (4') wide concrete sidewalk setback four foot (4') from the property line into the right-of-way and run the length of the property parallel to the street having a light brush finish. No color shall be added to the concrete mix. The sidewalk shall meet all city requirements. These sidewalks should be constructed in accordance with City of McAllen specifications.

A concrete sidewalk with a four (4) foot width, four (4) inches thick shall be constructed of a light brushed finish from the street to the front of the residential structure. The plans for the structure on the lot shall include all sidewalk plans.

(h) Each Owner is required to furnish a copy of these restrictions to any buyer of each residence sold in the Subdivision.

Section 3. Setbacks. All buildings, structures, fences, hedges, outbuildings and appurtenances are subject to the setback restrictions stated in the Subdivision Plat.

Section 4. Consolidation. None of said Lots shall be re-subdivided in any fashion. With the prior approval of the Committee, two (2) lots may be consolidated for one structure with approval of appropriate City officials. Three (3) lots can be divided into 2 lots.

Section 5. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Subdivision plat. No utility company, water district, political Subdivision, or other authorized entity using the easement herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to shrubbery, trees or flowers, or to other property of the Lot Owner situated within any such easements.

Section 6. Noxious or Offensive Activities Prohibited. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision, save and except Section 18 below.

Section 7. Occupancy. No private dwelling house erected upon any Lot shall be occupied in any manner during construction, nor at any time prior to its being fully completed. Nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein and all other covenants, conditions, reservations and restrictions herein set forth. No temporary outbuilding, trailer home or other temporary structure shall be placed or erected upon any Lot either permanently or temporary unless approved in writing by the Committee. Rental of any servants' quarters is prohibited, the occupancy thereof being limited to either guests or servants of the Owner of said Lot, save and except Section 18 below.

Section 8. Signs. No signs of any character shall be allowed on any Lot except one sign of not more than five (5) square feet, advertising the Lot for sale or rent: provided, however, that Declarant and any other persons or entity engaged in the construction and sale of residence(s) within the Subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary for such construction and sales including signs and storage areas, but not including a temporary residence or office, save and except Section 18 below.

Section 9. Garbage, Tanks, Equipment, Etc. No Lot shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. All construction debris must be contained by builder/owner and properly disposed of. If necessary, Home Owner's Association will have debris removed at owner's expense. No elevated tanks of any kind shall be erected, placed or permitted on any part of the Lots. All clothes lines, garbage cans, equipment, coolers, wood piles or storage piles shall be walled or fenced in to conceal them from the view of the neighboring Lots, roads or streets. Plans for all enclosures of their nature must be approved by the Committee prior to construction, save and except Section 18 below.

Section 10. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets (not to exceed a total of four (4) adult animals,) may be kept, provided however that no animals shall be kept for purposes of breeding or for commercial purposes.

Section 11. Fences, Walls, Hedges and Utility Meters. No fence, wall, hedge or utility meter shall be placed or permitted to remain on any lot nearer to the street adjoining such Lot than is permitted for the main residence of such Lots. All fences shall be

constructed of brick, concrete, stucco, western cedar, wolmanized pine, redwood or better. There shall be no chain-like or inferior constructed fences whatsoever. All wood fencing shall be six (6) or eight (8) inch boards. All fencing must have a minimum height of six (6) feet. Any lot owner desiring to construct a fence or wall must submit plans and specifications for approval by the Architectural Control Committee prior to commencing construction of such fence or wall.

Section 12. Trucks, Buses and Trailers. No truck, camper, boat, trailer, motor home, bus, aircraft, commercial vehicle, or other equipment shall be left parked or placed in the street in front of any Lot; and such shall not be permitted on any Lot except for construction and repair equipment while the residence or residences are being built or repaired on such Lot; and no truck, camper, boat, trailer, motor home, bus, aircraft, commercial vehicle or other equipment shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

Section 13. Prohibited Activities. No professional, business or commercial activity to which the general public is invited shall be conducted on any Lot.

Section 14. Utility Lines and Antennas. All electrical service and telephone lines shall be placed underground. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed, or maintained on any of the Lots, but this restriction may be waived by the Committee. Any waiver of these restrictions shall not constitute a waiver as to other Lots, lines or antennas. No ham radios or radios transmitting base stations shall be placed or operated from any Lot. Notwithstanding the provisions of this Section 14, satellite receiving dish(s) are allowable so long as it is not visible from any points on the street lying within the Subdivision, which points are between seven (7) vertical feet above the surface of such street and the surface of such street.

Section 15. Garages (rear entry only). No garage or other outbuilding for less than Two (2) cars shall be placed, erected or maintained upon any part of such premises, except for use in connection with a residence already constructed or under construction at the time that such garage or other outbuilding is placed or erected upon the Lot. Nothing herein shall be construed to prevent the incorporation and construction of a garage as a part of such dwelling house. However, notwithstanding the aforesaid, no garage shall open to or face onto any street or side street, as the case may be, on which the lots have frontage.

Section 16. Driveways. No circular driveways shall be permitted on any lots. Driveways must be constructed only of concrete, brick, or brick pavers.

Section 17. Insurance. Nothing shall be done or kept on a Lot or on the common area which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on his lot or the common area which would result in the cancellation of insurance on any residence or on any part of the common area, or which would be in violation of any law.

Section 18. Declarant's Special Rights. Declarant or the transferee of Declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferee, or the employees, contractors, or subcontractors of Declarant's transferee or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work:

(b) Prevent Declarant, Declarant's transferee, or the employees, contractors, or subcontractors of Declarant or Declarant's transferee from constructing and maintaining on any part or parts of the Subdivision property owned or controlled by Declarant, Declarant's transferee, or their representatives, such structures as may be reasonably necessary for the completion of such work the establishment of the Subdivision as a residential community, and the disposition of Lots by sale, lease, or otherwise.

(c) Prevent Declarant, Declarant's transferee, or the employees, contractors, or subcontractors of Declarant or Declarant's transferee from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Declarant or Declarant's transferee or their representatives, the business of completing such work, of establishing the Subdivision a residential community, and of disposing of Lots by sale, lease, or otherwise; or

(d) Prevent Declarant, Declarant's transferee, or the employees, contractors, or subcontractors of Declarant or Declarant's transferee from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the disposition of Lots by sale, lease, or otherwise.

As used in this section, the words "its transferee" specifically exclude purchasers of Lots improved with completed residences.

ARTICLE VI OWNERS' OBLIGATION TO REPAIR

Repair. Each owner shall, at Owner's sole cost and expense, repair Owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE VII OWNERS' OBLIGATION TO REBUILD

Rebuild. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within (2) months after the damage occurs unless prevented by causes beyond the control of the Owner or Owners. All plans for rebuilding must be approved by the Committee.

ARTICLE VIII. ARCHITECTURAL CONTROL

Section 1. Architectural Control. An Architectural Control Committee shall be composed of KATHLEEN SHEPHERD, JOE MONTALVO, LALO CAVAZOS, J. P. MONDAY, and JOE FRANCO; any three partners or upon their resignations, as elected by the Owners. No home shall be erected until the plans have been turned over to the members of the Committee for approval. A building permit shall not be applied for until the members of the Architectural Control Committee have signed the plans evidencing their approval thereof. Vacancies of

Section 2. Function. The committee shall perform the functions provided for and consistent with the provisions of the Declaration.

Section 3. Approval of Plans and Specifications. No building, fence, wall, road, driveway or other structure shall be commenced, erected, altered or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, except as set forth below, until samples of the brick or exterior paint (if brick is not to be used) and roofing materials, and the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Committee as to the harmony of external design and location of such improvements in relation to the surrounding structures and topography. The committee shall respond within 45 days of the submittal to approve or reject the plans. Failure of the committee to respond within said time shall deem the plans in compliance with this section.

ARTICLE IX ANNEXATION OF ADDITIONAL PROPERTY

Additional residential property and common area may be annexed to the subdivision with the consent of two-thirds (2/3) of the Owners.

ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. Declarant, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way effect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters (3/4) of each class of members.

Section 4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien or any mortgage made in good faith and for value as to the subdivision or any lot therein: Provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

Section 5. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, Association, or any Member thereof for a period of thirty (30) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then owners of at least three-quarters 3/4) of the Subdivision Lots.

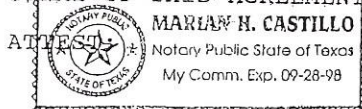
EXECUTED THIS 30th DAY OF November, 1994

ROYAL OAK GROUP

BY: [Signature]
JOE MONTALVO, GENERAL PARTNER

BY: [Signature]
KATHLEEN SHEPHERD, GENERAL PARTNER

EXECUTED BY Douglas G. Bready THIS 30th DAY OF November 1994, FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE COVENANTS AND RESTRICTIONS HEREIN SET FORTH, TO THE TEXAS STATE BANK WHO CURRENTLY HOLDS A LIEN ON THE PROPERTIES COVERED BY THE ~~TERMS OF THIS AGREEMENT.~~



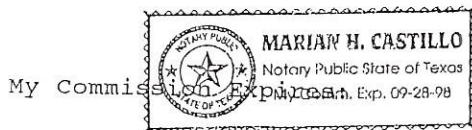
BY: [Signature]
DOUGLAS BREADY

(ACKNOWLEDGMENT)

THE STATE OF TEXAS ()

COUNTY OF HIDALGO ()

This instrument was acknowledged before me on this 30th day of November, 1994 by Joe Montalvo, and in the capacity therein stated.



[Signature]
Notary Public, State of Texas

Marian H. Castillo
Notary Printed Name

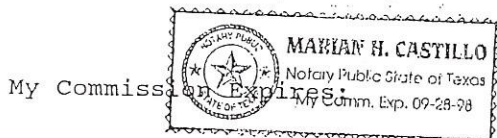
09-28-98

(ACKNOWLEDGEMENT)

THE STATE OF TEXAS ()

COUNTY OF HIDALGO ()

This instrument was acknowledged before me on this 30th day of November, 1994 by Kathleen Shepherd, and in the capacity therein stated.



[Signature]
Notary Public, State of Texas

Marian H. Castillo
Notary Printed Name

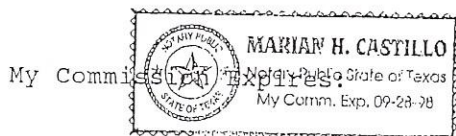
09-28-98

(CORPORATE ACKNOWLEDGEMENT)

THE STATE OF TEXAS ()

COUNTY OF HIDALGO ()

This instrument was acknowledged before me on this 30th day of November, 1994, by Douglas G. Bready, Executive Vice President of Texas State Bank, a Texas Banking Corporation, on behalf of said Bank.



[Signature]
Notary Public, State of Texas

Marian H. Castillo
Notary Printed Name

09-28-98