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Cameron County

Sylvia Garza-Perez
Cameron County Clerk
Brownsville, Texas

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Direct- KINGSTON ROYALE LLC
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I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Official Public Records in Cameron County, Texas.

A handwritten signature in cursive script, appearing to read "Sylvia Garza-Perez".

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**RESTATED AND SUPERSEDING
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LA CANTERA ESTATES**

This Restated Declaration of Covenants, Conditions, and Restrictions applicable to La Cantera Estates, Cameron County, Texas, has been approved by KINGSTON ROYALE, LLC, a Texas limited liability company (hereinafter referred to as "Declarant"), as follows:

WHEREAS, Declarant is the owner of certain real property (the "Kingston Property") located in Cameron County, Texas, described as follows:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Seventeen (17), Eighteen (18), and Twenty-Two (22), Block One (1) and Lots One (1), Two (2), Three (3), Four (4), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Two (2), LA CANTERA SUBDIVISION, Cameron County, Texas according to the map or plat thereof recorded in Cabinet 1, Slot 2845-A and 2845-B, Map Records, Cameron County, Texas.

WHEREAS, the lots comprising the Kingston Property constitute more than sixty percent (60%) of the lots of the following subdivision (the "Property"):

La Cantera Subdivision, Cameron County, Texas, according to the plat recorded in Cabinet I, Slot 2845-A and 2845-B, Map Records of Cameron County, Texas.

WHEREAS, the Property and each lot therein is bound by certain Declarations of Covenants, Conditions and Restrictions recorded on July 14, 2010 under Document Number 2010-27262, Official Records, Cameron County, Texas (the "Original Declaration");

WHEREAS, Section 7.04 of the Original Declaration provides that it "may be amended by an instrument signed by Owners entitled to cast sixty-percent (60%) or more of the votes entitled to be cast by Members";

WHEREAS, the Declarant desires to restate the Original Declaration to incorporate the following amendments;

NOW, THEREFORE, the following conditions, covenants, and restrictions (the "Restated Declarations") be and are imposed to run with the land upon the Property and each lot therein, hereby revoking and superseding the Original Covenants as follows:

**ARTICLE I
DEFINITIONS**

Developer

1.01. "Developer" means KINGSTON ROYALE, LLC, a Texas limited liability company.

Lot

1.02. "Lot" means any of the plots of land shown on the plat and subdivision map recorded in Cabinet I, Slot 2845-A and 2845-B of the Map Records of Cameron County, Texas (the "Map"), on which there is or will be built a single family dwelling. The term "Lot" does not include the Common Area.

Owner

1.03. "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest

Qualified Person

1.04. A "qualified person" means a person who is a licensed architect, landscape architect, licensed general contractor, city planner or member of the Board.

Common Area

1.05. "Common Area" means the entire Property except the Lots, subject to all easements and rights described in this Declaration.

Association

1.06. "Association" means an incorporated association consisting of all Owners, which shall have the duty of maintaining, operating, and managing the Common Area as provided in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without any further documentation of any kind.

Board

1.07. "Board" means the Board of Directors of the Association.

Member

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

Subdivision

1.09. "Subdivision" shall mean the subdivided Property herein before described.

Maintenance

1.10. "Maintenance" shall mean the following: (a) the exercise of reasonable care to keep buildings, streets alleys, curbs, fences, sprinkler system, signs, entrance gate(s), landscaping, lighting, undeveloped or unimproved Lots, adjacent right-of-way 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 (b) the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth; and (c) maintenance of the private roads, if any, located in the Subdivision and automatic gate(s) for security.

ARTICLE II ARCHITECTURAL CONTROL

Architectural Control Committee

2.01. Developer shall designate and appoint an Architectural Control Committee consisting of not less than three (3) qualified persons, which shall serve at the pleasure of the Developer. After the Developer no longer owns any Lot, the Architectural Control Committee shall serve at the pleasure of the Board.

Approval of Plans and Specifications

2.02. The Architectural Control Committee must review and approve in writing all of the following projects on the Property:

- (a) Construction of any building, fence, wall, or other structure.
- (b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.
- (c) Any landscaping or grading of any Lot or Lots.

Application for Approval

2.03. To obtain approval to do any of the work describe¹ in Paragraph 2.02, an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work.

Standard for Review

2.04. The Architectural Control Committee shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

The Architectural Control Committee may, by majority vote, grant a variance to these restrictions to an Owner upon showing just cause and upon determination by the Architectural Control Committee (in its sole discretion) that such variance will not be a substantial detriment to the subdivision. The approval process herein defined is for the benefit of the Owners of Lots in the subdivision an attempt to maintain certain standards within the subdivision. The actions of the Architectural Control Committee do not represent an opinion of quality of materials, workmanship, or structural integrity of any construction plans or activities on a Lot.

Failure of Committee to Act

2.05. If the Architectural Control Committee fails either to approve or reject an application for proposed work within thirty (30) days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

ARTICLE III EXTERIOR MAINTENANCE

3.01. If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees to enter the Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the Lot, all, at the expense of the Owner. Such expense shall be a charge on the land and shall be a continuing lien upon the property against which such repair, maintenance, or restoration is made. Such expense, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property at the time when the expense became due.

ARTICLE IV USE RESTRICTIONS AND ARCHITECTURAL STANDARDS

Residential Use Only

4.01. All Lots shall be used for single-family residential purposes only. Single-family use consists of use as a dwelling by two (2) or more natural persons who are related by marriage or kinship or by not more than two (2) natural persons who are not related by marriage or kinship. However, Developer, as well as any other person engaged in the construction, and sale of residences on the Property shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property.

Type of Buildings Permitted

4.02. No building shall be erected, altered, or permitted on any Lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height, with a private garage for at least two (2) automobiles. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or

convenient for its business of constructing and selling dwelling units on the Property, including, but not limited to, offices and storage areas.

Design, Minimum Floor Area, and Exterior Walls

4.03. Any one-story residence constructed on a Lot must have a ground floor area of not less than 2,200 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Any two-story residence constructed on a Lot must have a ground floor area of not less than 1,500 square feet and total floor area of not less than 2,400 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. No two (2) residences subject to these covenants shall have identical or mirror exterior building design or floor plans. The exterior walls of any residence shall consist of not less than seventy-five percent (75%) brick, brick veneer or stucco construction. Brick veneer shall not be less than two and three-quarters inches (2 3/4") thick. All roofs shall be constructed of fireproof materials approved by the Architectural Control Committee. All exterior colors, textures, and materials must be compatible not only with this specified design motif but also with adjacent and surrounding Lots, and over-all community appearance.

Construction Time

4.04. The time interval between the obtaining a building permit, construction of the main residence, and the issuance of a Certificate of Occupancy by the City of Brownsville for said residence shall not exceed two hundred seventy (270) days. Copies of both the initial building permit and the Certificate of Occupancy shall be delivered to the Architectural Control Committee within five (5) days after their issuance. In the event that more than two hundred seventy (270) days is required to construct the main residence on any lot, an extension of time to complete said construction must be obtained from the Architectural Control Committee in writing.

Setbacks

4.05. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines as follows:

- (a) Thirty feet (30') for Lots 1-7, Block 1, and Lots 9-16, Block 1, Lots 1-7, Block 2, and Lot 9, Block 2;
- (b) Twenty-five feet (25') for Lots 17-22, Block 1, and Lots 11-14, Block 2; and
- (c) Twenty-five feet (25') for Lot 8, Block 1, Lot 8, Block 2 and Lot 10, Block 2. In addition, all single family residences constructed on Lot 8, Block 1, Lot 8, Block 2 and Lot 10, Block 2 shall be positioned at a forty-five degree (45°) angle facing the intersection of the streets.

No building shall be located on any lot nearer than six feet (6') from an interior lot line or nearer than ten feet (10') from the rear lot line.

For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot if two or more Lots, or portions of two or

more Lots, are consolidated into a building site in conformity with Paragraph 4.06, these building setback requirements shall apply to the resulting building site as if it were one original, platted Lot.

Resubdivision or Consolidation

4.06. No Lot shall be resubdivided or split except as follows. Any person owning two (2) or more adjoining Lots may consolidate those Lots into a single building site, with the privilege of constructing improvements, as permitted by this Declaration, on the resulting single building site, provided that such consolidation does not result in any building site having a front Lot line less than the front lot line of any of the lots so resubdivided or consolidated.

Easements

4.07. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Map. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or to other property of the Owner situated in the easement.

Noxious or Offensive Activities Prohibited

4.08. No noxious or offensive activity shall be conducted on any Lot that maybe or may become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses

4.09. No structure not approved for residential use by the Architectural Control Committee, including but not limited to trailers, mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessory structures, shall be used on any Lot at any time as a residence, either temporarily or permanently.

Signs

4.10. No signs of any type shall be allowed on any Lot except one (1) sign of not more than three (3) square feet advertising the property for sale or rent. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property shall have the right, during the construction and sales period, to construct and maintain signs advertising the construction and sale.

Oil Development and Mining Prohibited

4.11. No oil well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Lot. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

Rubbish, Trash and Garbage

4.12. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of hash, garbage, leaves, brush, or other debris.

Sewage Disposal

4.13. No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the City of Brownsville, Texas, and all other governmental and nongovernmental agencies and authorities with control over the approval of the installation of individual sewage-disposal systems. Approval of the system as installed shall be obtained from said authority.

Water Supply

4.14. No individual water-supply system shall be permitted on any lot unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the City of Brownsville, Texas, and all other governmental and nongovernmental agencies and authorities with control over the approval of the installation of individual water-supply systems. Approval of the system as installed shall be obtained from said authorities.

Sight Distance at Intersections

4.15. No fence, wall, hedge, or shrub planting that obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot in the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines as extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of intersections unless the foliage line is maintained to meet the sight line requirements set forth above.

Utility Service Lines

4.16. All electrical, water, power and other utility lines servicing a lot shall be installed underground. No overhead or above-ground power lines, telephone lines, TV or cable lines or wires shall be permitted.

Animals

4.17. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of dogs, cats, or other household pets may be kept, provided they are not kept bred, or maintained for any commercial purpose. All dogs, cats or other

household pets must be kept on a leash when not otherwise confined by their owner, and each owner of a dog, cat, or other household pet is personally responsible for cleaning-up all feces and other messes of their dog, cat or other household pets.

Fences, Walls, Hedges, and Utility Meters

4.18. 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 in residence on such Lot, except for decorative subdivision entry fences. All fences shall be of masonry construction (concrete block, stuccoed and painted), wrought iron (iron or aluminum), or wood no higher than six feet (6'). The fence along the rear of Lots 20-22, Block I shall be maintained by the owners of said lots, at said owners' expense, and repaired to its original condition from time to time as determined by the Architectural Control Committee. All natural gas tanks shall be placed in the rear half of a lot and shall not be visible from the street.

Trucks, Buses, and Trailers

4.19. No truck or bus (except a passenger van for personal use) or trailer shall be left parked in the sheet in front of any Lot, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. No truck or bus (except a passenger van for personal use) or boat or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

Prohibited Activities

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

Wood-Burning Stoves and Fireplaces

4.21. No fireplace or wood-burning stove shall be installed or used on any Lot unless it meets the requirements, standards, and recommendations of the City of Brownsville, Texas and all other governmental and non-governmental agencies and authorities with control over the approval of such fireplaces or wood-burning stoves.

Poles, Masts, and Antennas

4.22. No poles, masts, antennas, or satellite dishes of any type, size, or height shall be installed on any Lot unless within the envelope of a building approved by the Architectural Control Committee.

Water Softeners and Air Conditioning Equipment

4.23. No water softener shall be installed or used that discharges effluent brine into the sewage system. Location, type, and screening of water softeners and air conditioning units shall be first approved by the Architectural Control Committee before installation or use.

Landscaping

4.24. Each Owner shall spend an initial sum of not less than one percent (1%) of the total cost of acquiring the building site and constructing a residence for ornamental plants, trees, shrubs, ground cover, lawns, and flowers. In addition to said percentage, all lots are required to have a minimum of two (2) Live Oak (*Quercus Virginiana*) trees or two (2) Cedar Elm (*Ulmus Crassifolia*) trees with a minimum caliper of one and one half inches (1 ½") planted and maintained between each respective lot's front lot line and set back lines. All plantings and removal of trees with a caliper larger than three inches (3") shall be approved by the Architectural Control Committee. All lots are required to be maintained and all yards must be cut/mowed a minimum of every three (3) weeks. If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees to enter the Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the Lot, all, at the expense of the Owner. Such expense shall be a charge on the land and shall be a continuing lien upon the property against which such repair, maintenance, or restoration is made. Such expense, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property at the time when the expense became due.

Developer's Special Rights

4.25. Nothing in this declaration shall be understood or construed to:

- (a) Prevent Developer or the employees, contractors, or subcontractors of Developer from doing on any part or parts of the Subdivision owned or controlled by Developer or Developer's transferee or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of developing all lots within the Subdivision or the sale, rental or other developing of Lots in the Subdivision (hereinafter referred to as such work).
- (b) Prevent Developer, or the employees, contractors, or subcontractors of Developer from constructing and maintaining on any part or parts of the Subdivision Property owned or controlled by Developer, or its 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 Developer, or the employees, contractors, or subcontractors of Developer from constructing and maintaining on any part or parts of the Subdivision Property owned or controlled by Developer or its representatives, the business of completing such work, of establishing the Subdivision as a residential community, and of disposing of Lots by sale, lease, or otherwise; or
- (d) Prevent Developer or the employees, contractors, or subcontractors of Developer from maintaining such 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.

Rights of the Developer under this Declaration may be assigned by a written agreement signed by Developer and recorded in the real property records of Cameron County, Texas.

ARTICLE V EASEMENTS

Reservation of Easements

5.01. All easements and all alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Map. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility.

Underground Electrical System

5.02. An underground electricity distribution system shall be installed to serve all Lots in the subdivision. The Owner of each Lot, at the Owner's cost, shall furnish, install, and maintain (all in accordance with the requirements of local governmental authorities and the National Electrical Code) an underground service cable and appurtenances from the meter installed on the Lot by the electric company to such point as may be designated by the company on the property line of the Lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each Owner, at the Owner's cost, shall install, furnish, and maintain a meter loop (in accordance with then-current standards and specifications of the electric company) for the residence constructed on the Lot. For as long as underground service is maintained, the electric service to each Lot shall be uniform in character and exclusively of the type known as single-phase 120/240 volt, 3-wire, 60-cycle alternating current.

ARTICLE VI ASSOCIATION

Creation

6.01. The Owners shall constitute the Association. Each Owner of a Lot, including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association. The Association shall be named the RANCHO LA CANTERA HOMEOWNER'S ASSOCIATION or such other name as determined by Developer.

Membership

6.02. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Management of Association

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

Membership Voting, Elections, and Meetings

6.04. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one (1) 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 determine, but in no event shall more than one (1) vote be cast with respect to any Lot

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

There shall be at least one (1) meeting of the membership each year. At that meeting, the Owners shall elect a Board consisting of at least three (3) directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership. Action by the Association shall be by majority vote of the votes entitled to be cast by Members.

Duties and Powers of Board

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

- (a) To adopt rules and regulations to implement this Declaration and the Association's bylaws;
- (b) To enforce this Declaration, the bylaws, its rules and regulations;
- (c) To elect officers of the Board and select members of the Architectural Control Committee when that power devolves to the Board;
- (d) To delegate its powers to committees, officers, or employees;
- (e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting;
- (f) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, including Developer;
- (g) To collect special assessments for capital improvements or other purposes;
- (h) To file liens against unit owners because of nonpayment of assessments duly levied and to foreclose on those liens;
- (i) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations;
- (j) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations;

- (k) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings;
- (l) To hold regular meetings of the Board at least quarterly;
- (m) To manage and maintain, all of the Common Area in a state of high quality and in good repair;
- (n) To pay taxes and assessments that are or could become a lien on the Common Area; and
- (o) To pay the costs of any liability insurance and &e insurance on the Common Area and any liability insurance for members of the Board.

**ARTICLE VI (A)
COVENANT FOR MAINTENANCE OF ASSESSMENTS**

Creation of the Lien and Personal Obligation of Assessment

6.01A. The Declarant, for each Lot owned 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 and special assessments, such assessments to be established and collected as hereinafter provided. The annual and special 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. However, it is specifically provided that so long as Developer shall own any Lots within the Subdivision, then no annual or special assessment shall be assessed, levied, asserted or done against any such Lots so owned by Developer or against Developer personally for so long as no residence is constructed on such Lot.

Purpose of Assessments

6.02A. The annual assessments levied by the Association shall be used exclusively for the following purposes: (a) to perform maintenance of the Common Area; (b) to promote the health, security, safety, and welfare of the residents in the Subdivision; (c) to pay any Association administrative expenses; and (d) to pay other expenses as authorized herein.

Maximum Annual Assessment

6.03A. The maximum annual assessment may be set by a vote of the Owners. Otherwise, the amount of the annual assessment will be set by the Board not to exceed the maximum annual assessment, if any, determined by the Owners.

Special Assessments for Capital Improvements

6.04A. 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 6.02A above and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes cast in person or by proxy by Members owning Lots affected by the assessment at a meeting duly called for the purpose.

Notice and Quorum for Action Under Section 6.04A

6.05A. Written notice of any meeting called for the purpose of taking any action authorized under 6.04A shall be sent to all Members at their address according to the Association records or to 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 votes 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.

Uniform Rate of Assessment

6.06A. Except as herein provided, annual assessments must be fixed at a uniform rate for all Owners' Lots so assessed and shall be collected on an annual basis by the Association.

Effect of Nonpayment of Assessments

6.07A. 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. In the event of suit or foreclosure, the Owner shall be liable for all costs incurred by the Association, including, but not limited to attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Subordinate of Lien for Assessments

6.08A. The lien of the assessment provided for herein shall be subordinate to the lien of any first Mortgage filed before the due date of the assessment. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a first lien Mortgage foreclosure shall extinguish the lien of such assessments as to payment which became due after the filing of the first Mortgage and prior to such foreclosure sale or transfer. No sale or transfer by Mortgage foreclosure or otherwise shall relieve such Lot from liability for any assessments Thereafter becoming due or from the lien thereof. No sale or transfer by Mortgage foreclosure or otherwise shall release the personal liability of the Owner obligated to pay the assessment.

ARTICLE VII GENERAL PROVISIONS

Enforcement

7.01. The Developer or the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

Severability

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

Covenants Running With the Land

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

Duration and Amendment

7.04. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by Owners entitled to cast fifty percent (50%) or more of the votes entitled to be cast by Members. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by Owners entitled to cast sixty percent (60%) or more of the votes entitled to be cast by Members. Neither any amendment nor any termination shall be effective until recorded in the deed records of Cameron County, Texas, and all requisite governmental approvals, if any, have been obtained.

Attorneys' Fees

7.05. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

Liberal Interpretation

7.06. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

KINGSTON ROYALE, LLC,
a Texas limited liability company

By: *Kemp Dubea*
KEMP DUBEA, President

STATE OF TEXAS)

COUNTY OF CAMERON)

This instrument was acknowledged before me on April 16th, 2015, by KEMP DUBEA, as the President of KINGSTON ROYALE, LLC, a Texas limited liability company, on behalf of said company.

[Handwritten Signature]

Notary Public, State of Texas

