

AMENDED AND RESTATED
DECLARATION OF COVENANTS CONDITIONS
AND RESTRICTIONS
GREEN GATE GROVE SUBDIVISION

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AMENDED AND RESTATED
DECLARATION OF COVENANTS CONDITIONS
AND RESTRICTIONS
GREEN GATE GROVE SUBDIVISION

State of Texas: County of
Hidalgo: §

THIS DECLARATION, made on the date hereinafter set forth by the undersigned, who constitute the owners of not less than 66 2/3rds% of the lots in Green Gate Grove Subdivision.

WITNESSETH:

WHEREAS, there has heretofore been filed a subdivision plat of Green Gate Grove Subdivision, which plat is recorded in Volume 24, Page 46, of the Map Records of Hidalgo County, Texas, and a Declaration of Covenants, Conditions and Restrictions for Green Gate Grove Subdivision has been recorded in Volume 2100, Page 886, Official Records of Hidalgo County, Texas, Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in Volume 2538, Page 732, Official Records of Hidalgo County, Texas, and Amended and Restated Declaration of Covenants, Conditions and Restrictions for said subdivision recorded under Document Number 359158, as amended by Second Amendment thereto recorded under Document Number 366048, and the Third Amendment to the Declaration of Covenants thereto recorded under Document Number 874647, and filed May 23, 2000, all in the Official Records of Hidalgo County, Texas, and:

WHEREAS, the COMMON AREAS of Green Gate Grove Subdivision have been conveyed to Greengate Grove Property Owners Association, a Texas Non-Profit Corporation, doing business as Senior Citizens Owners Association, (SCOA), for administration of said common areas; and:

WHEREAS, the undersigned owners of at least 66 2/3rds% of the lots in Green Gate Grove Subdivision do hereby confirm the Plat of said Subdivision and do hereby amend and restate the Declaration of Covenants, Conditions and Restrictions, all amended and restated Declarations and all amendments thereto as recorded in Volume 2100, Page 886, Volume 2538, Page 732, under Document Numbers 359158, 366048 and 874647, all in the Official Records of Hidalgo County, Texas, with this

Amended and Restated Declaration of Covenants, Conditions and Restrictions, upon all of said property being described as follows:

ALL of GREEN GATE GROVE SUBDIVISION, Hidalgo County, Texas, according to the Map Recorded in Volume 24, Page 46, Map Records in the Office of the Country Clerk of Hidalgo County, Texas, reference to which is here made for all purposes; and:

WHEREAS, the owners expressly intend to restrict the above described property so that said subdivision operates as Housing for Older Persons who are 55 years of age or older under the Housing for Older Persons Act of 1995, (HOPA).

NOW THEREFORE THE OWNERS hereby declare 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 of protecting the value and desirability of, and which shall run with said property and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I PURPOSE

The OWNERS intend to restrict the use of the property so that it is a private, residential subdivision, in which all of its lots are occupied by at least one person 55 years of age or older and intend said subdivision operate as housing for older persons who are 55 years of age or older under the Housing for Older Persons Act of 1995, (HOPA).

ARTICLE II DEFINITIONS

Section 2.1. "OWNER" shall mean the record titleholder by duly recorded deed in the Official Records of Hidalgo County, Texas, whether one or more persons or entities, to each lot in Green Gate Grove Subdivision. The term OWNER shall mean and reflect automatic membership in SCOA, and can be used synonymously with MEMBER. In the event the record owner of any lot consists of more than one person or entity, the record owners of said lot shall decide among themselves on how to cast their vote, based upon the "one lot, one vote" basis. Fractional lots will be voted in a similar manner. For example, if an Owner owns a half lot, he is entitled to one half vote; or if he owns one and two-thirds lots, he is entitled to one and two-thirds votes, etc.

Section 2.2. "PROPERTY" or "SUBDIVISION" shall mean and refer to that certain real property hereinbefore described.

Section 2.3. "COMMON AREA" shall mean the real property and improvements thereon owned by SCOA, other than numbered lots, designated for the

common use and enjoyment of the OWNERS. The COMMON AREA consists of the roadways in the subdivision and all of those areas designated on the subdivision plat as "COMMON AREAS".

Section 2.4. "LOT" shall mean and refer to any numbered lot or plat of land shown in any recorded subdivision map or plat of the property with the exception of the COMMON AREAS.

Section 2.5. "RESIDENCE" shall mean any structure or dwelling designated for occupancy by one family, which is permitted to be placed on any lot in the subdivision, including detached dwellings constructed on site, Mobile Homes, Manufactured Homes, Modular Homes, Park Models and Recreational Vehicles (RVs).

- a. "MOBILE HOMES, MANUFACTURED HOMES MODULAR HOMES, and PARK MODELS", shall mean a movable dwelling unit designed and constructed for permanent occupancy by a single family which contains permanent eating, cooking, sleeping and sanitary facilities, and which is designed to be moved by axles and wheels forming a part of such unit, and which units are manufactured in accordance with the requirements of the State of Texas governing mobile homes and manufactured housing with the state seal affixed if required.
- b. "RECREATIONAL VEHICLES" (RVs) shall mean Motor Homes, Fifth Wheel Trailers and Travel Trailers, and must be self-contained with eating, cooking, sleeping and sanitary facilities.

Section 2.6. "SCOA" shall mean Greengate Grove Property Owners Association, a Texas Non-Profit Corporation, doing business as Senior Citizens Owners Association, its successors and assignees.

ARTICLE III

PROPERTY RIGHTS

Section 3.1. "OWNER'S EASEMENT OF ENJOYMENT": Every OWNER shall have a right and easement of enjoyment (in common with other OWNERS), in and to the COMMON AREA, which shall be appurtenant to and shall pass with the title to every lot subject to the following restrictions.

- (a) The right of the SCOA Board of Directors to charge a refundable cleanup fee for private use, (those functions that are not made available to all Owners), of any portion of the COMMON AREA.

- (b) The right of the SCOA Activity Committee to charge admission to events such as, but not limited to, dances, food service, musical entertainment, jam sessions, stage shows and competitions.
- (c) The right of SCOA to suspend the right to use of the facilities by an OWNER for any period during which any assessment against his lot remains unpaid, and for infractions of it's published rules and regulations, as determined by the SCOA Board of Directors.
- (d) The right of SCOA to limit the number of guests of OWNERS as per rules and regulations.
- (e) The right of SCOA to ownership and operation of the COMMON AREAS, including but not limited to any commercial or other business uses.
- (f) The right of SCOA to establish Rules and Regulations regarding the uses of any COMMON AREA, including and not limited to the recreational area and streets.
- (g) Smoking is not permitted in the COMMON AREAS, except in the outdoor areas thereof.

Section 3.2. "DESIGNATION OF USE": Any OWNER may delegate their own right of enjoyment to the COMMON AREA to the members of their immediate family, (those related by blood or marriage), their tenants, and contract purchasers. OWNERS and delegates will comply with the published SCOA Rules and Regulations.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1. "CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS": 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 SCOA:

- (a) Assessments, maintenance fee, or charges, which shall be payable monthly.
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

All assessments, maintenance fees, or charges together with interests, 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.

Section 4.2. "PURPOSE OF ASSESSMENTS": The assessments levied by SCOA shall be used to promote the recreation, health, safety and welfare of the residents of the properties, operating expenses, and to promote the park; to improve and maintain the COMMON AREA, to maintain lighting, curbs, sidewalks, esplanades and similar facilities serving the properties.

Section 4.3. "MONTHLY ASSESSMENT (Maintenance Fee)": SCOA shall establish the amount of the monthly assessments that are necessary to meet the expenses incurred to provide operation, maintenance, and repair of the Subdivision and its COMMON AREA. The monthly assessment has been established at forty-eight (\$48.00) dollars per lot per month for the year 2002. Thereafter, the amount of the monthly assessment may be adjusted upward or downward as may be necessary in order to meet the needs of the Subdivision pursuant to this Article IV.

Section 4.4. "SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS": SCOA 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 construction, reconstruction, or replacement of a capital improvement upon the COMMON AREA, including fixtures and personal property related thereto, or for the construction, reconstruction, or replacement of streets, sidewalks, curbs and esplanades serving the properties, provided that any such assessment shall have the written assent of FiftyOne percent (51⁰/0) of the OWNERS of all 424 lots.

Section 4.5. "UNIFORM RATE OF ASSESSMENT": All assessments shall be fixed at a uniform rate for all lots.

Section 4.6. "DATE OF COMMENCEMENT OF ASSESSMENTS - DUE DATES": The monthly assessments provided for herein shall commence as to all lots then forming a part of the property on the first (1st) day of the month next following the conveyance of a lot to an OWNER by Green Gate Grove Partners, the DECLARANT in the prior declarations, or by its predecessor. Written notice of any change to the monthly maintenance fee shall be sent to every OWNER. The due dates shall be established by SCOA.

Section 4.7 "EFFECT OF NONPAYMENT OF ASSESSMENTS - REMEDIES OF SCOA": Any assessment not paid within Thirty (30) days after the due date shall be charged the maximum rate of interest permitted by law until the delinquent assessment is paid. SCOA may bring an action at law against the OWNER personally obligated to pay the same, or foreclose the lien against the property. Each such OWNER, by his acceptance of a deed to a lot, hereby expressly grants to SCOA, or its

agents, the right and power to bring all actions against such OWNER personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure in a like manner as a mortgage or Deed of Trust Lien on real property pursuant to Chapter 51 of the Texas Property Code, and such OWNER hereby expressly grants to SCOA a Power of Sale in connection with said lien. SCOA may designate the Trustee to conduct such sale by filing a designation in the Official Records of Hidalgo County, Texas. The lien provided for in this Section shall be in favor of SCOA. No OWNER may waive or otherwise escape liability for the assessments provided for herein by non-use of the COMMON AREA, or abandonment of his lot.

Section 4.8. "SUBORDINATION OF THE LIEN TO MORTGAGES": The lien of the assessments 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 payments 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 lien thereof.

ARTICLE V

ARCHITECTURAL COMMITTEE

Section 5.1. "COMMITTEE": The SCOA Board of Directors will be the Architectural Committee, or at its discretion appoint an Architectural Committee of not less than three (3) members. This committee shall be responsible for enforcing the provisions of the Covenants, Bylaws and/or Rules and Regulations pertaining to architectural matters for the Association. Any committee so appointed shall also act on the following:

- (a) Before construction of any residence, awnings, carports, outbuildings, driveways or fencing commences, the OWNER of such lot shall submit plans and specifications for construction to the SCOA Architectural Committee. This Committee shall consider, evaluate, examine and approve or disapprove said plans and specifications within ten (10) days.
- (b) The SCOA Board of Directors or the Architectural Committee cannot be held responsible for any error in structural design, or defect in any structures placed on any lot.
- (c) The SCOA Board of Directors or the Architectural Committee cannot be held responsible for any non-conformance with building codes and/or local laws or regulations in the plans and/or specifications approved by them.

- (d) Landscaping: All unpaved areas shall be reasonably landscaped, including property lines between lots and utility easements, if they exist in any lot or lots. All areas not planted with ornamental foliage shall be planted in grass approved by the SCOA Architectural Committee. Owners may be allowed to use limited forms of decorative stone in areas specifically approved by the SCOA Architectural Committee.

ARTICLE VI

USE RESTRICTIONS

Section 6.1. "OWNERSHIP AND USE OF LOT": The use of the property is restricted so that it is a private, residential, housing for persons 55 years of age or older subdivision in which all of its lots are occupied by at least one person 55 years of age or older. The restrictions, stipulations and conditions set forth below are designed to maintain this intent.

- (a) No residence shall be commenced, placed or allowed to remain on

any lot without complete plumbing and electrical systems and without the written approval of SCOA or the Architectural Committee.

- (b) No OWNER shall occupy or use his lot, or residence, and such outbuildings as are customarily appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private resident for the OWNER, his family, guests, tenants and licensees.

- (c) THE GREEN GATE GROVE SUBDIVISION is intended and operated as a whole as housing for persons 55 years of age or older and is planned, marketed and designed to meet the physical and social needs of older persons.

- (1) There shall be no child or children under the age of eighteen (18) years in residency in this Subdivision. Children under 18 years of age may visit the property for a period of not more than thirty (30) days in any one calendar year. All visiting children under the age of 18 must be supervised by a responsible adult.

- (2) Occupancy is restricted to situations wherein at least one person who is 55 years of age or older, per lot or residence, is in

residence, temporary and limited absences excepted. Instances where such qualifying occupancy involuntarily ceases due to the death or physical or mental disability of the

qualifying person 55 years of age or older are excepted under this Clause (2). Also excepted from the provisions of this Clause (2) are properties not in compliance with such provisions on May 23, 2000; all instances of any exceptions will cease upon any subsequent conveyance by sale, lease, or otherwise, of the lot or residence, or upon the exception being lost due to the property becoming, for any reason, in compliance herewith.

- (d) No property in the Subdivision shall be conveyed whether by sale, lease, re-lease or renewal of existing lease, to any party buying, leasing, re-leasing or renewing a lease for the benefit of an identified or prospective occupant grouping without at least one member of such identified or prospective occupant grouping being fifty-five (55) years of age or older. Nothing contained in this subsection shall prohibit the conveyance of property to:
 - (1) Parties taking possession and/or ownership of such property for the benefit of one or more relatives age 55 or older and such relative or relatives in fact being the actual occupants of such property;
 - (2) Households purchasing property for future occupancy for such future time as when at least one person belonging to such household is 55 years of age or older.
- (e) All OWNERS and/or applicants are required to certify that at least one occupant of his or her lot/residence is 55 years of age or older upon the request of SCOA.
- (f) By acceptance or a conveyance of a piece of property in this Subdivision, the Grantee or Grantees therein contract and agrees to be bound by the above rules and prohibitions. Any owner who allows his Tenant or Tenants to violate these or any other covenants shall be liable and held responsible for his Tenant's acts. It shall be the duty of every owner acting as a seller or lessor of a lot in this Subdivision to furnish the new or prospective purchaser or tenant with notice of this Declaration, as amended, and the specific provisions of this Section, at the time of sale or lease of such lot.

- (g) Violation of this covenant, and/or any other of these sections of this covenant, will result in immediate and irreparable loss of property value to SCOA and the other owners. In addition to the other legal remedies provided herein, each OWNER who commits or permits any violation of this covenant and/or any other covenant shall pay the greater of the sum provided by law or the sum of Five (\$5.00) dollars per day as minimum damages to SCOA, its successors or assigns. Penalty commences five (5) days after written notice thereof and failure to remedy or correct same.
- (h) Lot restrictions. If on lots 1-176 the lot is sold, and the unit thereon removed, (mobile home, manufactured home or park model), then only a brick home will be constructed on that lot. New mobile homes, manufactured homes or park models will not be allowed on lots 1-176, except that units of this type that are currently in place may be repaired, upgraded or replaced, should the need arise. Homes constructed on sites 1-176 shall contain a minimum of seven hundred sixty (760) square feet of fully enclosed floor area devoted to living purposes, (exclusive of roofed or unroofed porches, terraces, garages, carports, and other outbuildings), unless approved by SCOA.
- (i) SCOA has the option to purchase at fair market value any property which has been abandoned or not maintained for two (2) years, or any property in which construction has not commenced within two (2) years, (as determined by the Board of Directors).

Section 6.2. "MOBILE HOMES ANCHORED": All mobile homes, park models and manufactured housing, must be anchored to ground on concrete runners or concrete slab in accordance with or to exceed the Mobile Home Manufacturer's recommendations and the County of Hidalgo.

Section 6.3. "APPROVAL REQUIRED":

- (a) No residence shall be placed or allowed to remain on any lot other than one that has specifically been approved by SCOA or the Architectural Committee. Each OWNER of a lot is required to provide proper drainage of his lot and to provide access to septic tanks that may be located upon his property. All pads and driveways shall be poured concrete and the configuration of the same must be approved by SCOA or the Architectural Committee.
- (b) No mobile home or park model shall be erected or placed on a lot which shall have been manufactured more than three (3) calendar years from date of move-in, except after inspection and written permission by SCOA or the Architectural Committee,

prior to being so erected or placed. All mobile homes and park models, (including any porches or additions thereto), must be completely enclosed, from the ground level to lower portion of outside walls in a manner approved by SCOA or the Architectural Committee, (brick-skirting is pre-approved), within sixty (60) days from the date on which the unit

was placed on its lot. NO structures of any kind, including fences, RV's and mobile homes complying with the forgoing provisions of this Section may be commenced, erected, or maintained upon the property, nor shall any exterior addition to, or change, or alteration therein be made until plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to the Architectural Committee. No more than one (1) single-family residence shall be place on any lot.

Section 6.4. "TEMPORARY STRUCTURES": No structures of a temporary character, basement, tents, shack, barn, servants' quarters, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 6.5. "STORAGE":

- (a) No lot shall be used for storage or placement of any item other than the Owner's personal vehicles, except as may be provided by the Rules and Regulations established by SCOA, and in no event may any party violate the setback requirements.
- (b) No OWNER of a lot shall repair or restore any motor vehicle, boat, trailer, aircraft or other vehicle on any portion of any lot, or on the COMMON AREA, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No OWNER shall park vehicles on his driveway in such a manner that such vehicles extend into the street.

Section 6.6. "NUISANCES": No noxious or offensive activity shall be carried on upon any lot, or in the COMMON AREA, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other OWNERS. NO firearms, (including BB guns or air guns), shall be discharged, no repair work, dismantling or assembling of motor vehicles, boats, trailers, or any other machinery or equipment, shall be permitted in any street, driveway or yard adjacent to a street, or in the COMMON AREA.

Section 6.7. "SIGNS": No sign of any kind shall be displayed to public view on any lot or structure, (except a For Sale or For Rent sign 2' by 2' as permitted herein).

OWNERS may post notices of property for sale or rent in space provided in the Recreational building. OWNERS, or their agents, may display a sign, (no more than 2' by 2'), showing OWNER'S, or agents, name, address and telephone number.

Section 6.8. "BUSINESS": No business of any kind shall be conducted from any residence.

Section 6.9. "LIVESTOCK POULTRY AND PETS": No animal, livestock, poultry, birds, or reptiles of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets, not to exceed a total of two (2) pets, may be kept, provided that they shall not become a nuisance, (in the sole judgment of SCOA), and are not kept, bred, or maintained for any commercial purposes. All pets are to be maintained and controlled as outlined in rules published from time to time by SCOA. All pets must be kept on a leash when not confined to OWNER'S lot. NO pets shall be allowed in the COMMON AREA buildings, or pool area, (except Seeing Eye and Help dogs).

Section 6.10. "GARBAGE AND REFUSE DISPOSAL": No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept in clean and sanitary condition. All refuse shall be placed in plastic bags in accordance with the appropriate regulations and shall be placed in bins provided by SCOA.

Section 6.11. "SIGHT DISTANCE AT INTERSECTIONS": NO fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and eight feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street lines and the set back distances. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 6.12. "OWNER'S MAINTENANCE OF EQUIPMENT AND UTILITY LINES": The OWNER shall maintain and keep in repair the following equipment and utility lines located outside the residence situated on OWNER'S lot:

- (a) Electric service, (both box and circuit breakers).
- (b) Propane gas, butane or other similar fuel.

Section 6.13. "OWNER'S MAINTENANCE OF YARD": The OWNER shall keep and maintain his yard, (including the area between the lot line and the curb and all easements located thereon), in good condition. Lots that do not have improvements will be planted in approved grass, and properly maintained. In the event the OWNERS should fail to maintain their lot(s), SCOA is hereby authorized to trim unsightly grass (over 6" in height), or shrubs or plants on the OWNER'S yard. Also if the OWNER does not maintain lots without improvements, SCOA may plant grass and maintain lots. The Board of Directors will determine the costs required for the above maintenance, and OWNER hereby grants

SCOA a lien for payment of said costs, which lien may be enforced in the same manner as provided for in Article IV hereof.

Section 6.14. "OWNER'S MAINTENANCE OF RESIDENCE AND ACCESSORY BUILDINGS": The OWNER shall maintain and keep in good repair and condition the residence and any and all accessory buildings, or structures appurtenant thereto, and further agrees to promptly repair any damage to the residence, or such structures, caused by storms, hail, fires, or other acts of God, or which may be caused from general wear and tear.

Section 6.15. "CLOTHESLINES": No clothing or other items may be hung to dry in view of anyone in the street. Any clothesline must be approved by the SCOA Architectural Committee prior to installation.

Section 6.16. "INFRINGEMENT": An OWNER shall do no act, nor do any work, which will impair the structural soundness or integrity of any improvement within the Subdivision, or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other OWNERS or SCOA, or their property.

Section 6.17. "FENCES": Fences up to 36 inches in height may be permitted with the following restrictions:

- (a) Fences can only be installed in the rear of the residence, with at least one non-lockable gate.
- (b) Written consent of the adjacent property owners, (both sides and rear), will be obtained by the applicant, and attached to the permit request.
- (c) "Chain link" and other types of metal/wire fencing are not allowed.
- (d) The Architectural Committee may approve a small protective fence to impede traffic on corner lots.

Section 6.18. "MINIMUM SETBACK REQUIREMENTS": The following minimum dimensions shall govern front, side, and rear setbacks on all lots:

- (a) A Twenty-five (25) foot setback from front property line. On lots 177 through 424, a Fifteen (15) foot setback for carports is allowed. These carports shall be open sided, and all such carport construction shall be approved in advance by the SCOA Architectural Committee.
- (b) The rear setback shall be measured from the rear property line, and the easement dimensions measured in accordance with the recorded plat of the Green Gate Grove Subdivision.

- (c) A Five (5) foot setback from side property lot line shall be imposed on Lots 1 through 176, inclusive, of the Green Gate Grove Subdivision. Lots 177 through 424, inclusive, shall have a Four (4) foot setback from the side property line in Green Gate Grove Subdivision.
- (d) The Green Gate Grove Subdivision east boundary, (lots 30 through 58 inclusive), includes a Fifteen (15) foot easement starting Ten (10) feet west of the fence, for a total of Twenty-five (25) feet.
- (e) A Fifteen (15) foot setback on long side of corner lot.

Section 6.19. "DRILLING": No oil, natural gas or water well drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot.

Section 6.20. "LOT OCCUPANCY": No more than one single-family residence shall be constructed, placed or allowed to remain on any lot as defined in Section 2.4, (short visits of 30 calendar days per year or less excepted).

ARTICLE VII

EASEMENTS

Section 7.1. "CONSTRUCTION AND MAINTENANCE": Each lot and the COMMON AREA shall be subject to an easement for encroachments created by construction, settling and buried telephone, TV and utility lines, streets, COMMON AREA improvements, fences and the like, as designed or constructed by Subdivision's Developers. A valid easement for said encroachment and for maintenance of the same, so long as it stands, shall and does exist.

Section 7.2. "UTILITY EMERGENCY AND ASSOCIATION": There is hereby created a blanket easement upon, across, over, and under all of the property for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including but not limited to water, sewer, septic tank, gas, telephone, TV cable and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone or a cable company and/or SCOA to erect and maintain necessary equipment on said property and to affix and maintain electrical and/or telephone or TV cable wires, circuits, and conduits on, across, and under the properties. No overhead utility lines are permitted. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pickup vehicles and all similar persons to enter upon the COMMON AREA in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the property except as initially programmed and approved by the Subdivision's DEVELOPER or thereafter approved by SCOA. Should any utility furnishing a service covered by a general easement herein provided request a specific easement by separate recordable document, SCOA shall have the right to grant such easement without

conflicting with the terms thereof. The easements provided for in this Article shall in no way effect any other recorded easement on said premises.

Section 7.3. "WATER AND SEWER": Potable water is provided to Green Gate Grove Subdivision by virtue of individual meter connections from a rural water supply corporation. Sewage disposal is provided by septic tanks. A septic tank may be located on one lot that serves more than just one lot and an easement is hereby specifically created for that use and purpose upon the lot or lots where said septic tank may be located. The maintenance, replacement and expense of all septic tanks shall be a common expense of the Subdivision and it shall be paid from the maintenance fee. The individual lot OWNER shall be responsible for the payment of their individual water bill. Each OWNER and user covenants to use biodegradable soap that may be discharged into the septic tanks and shall abide by all rules and regulations that may be established in connection with the use of the water/sewer systems.

ARTICLE VIII

MANAGEMENT OF SUBDIVISION

Section 8.1. SCOA shall have responsibility and the sole authority to prescribe Rules and Regulations covering use of the COMMON AREAS, streets, utilities, and any other portions of the Subdivision.

Section 8.2. SCOA is required to provide for competent management to carry out the purpose and intent of these Covenants, Conditions and Restrictions. The Subdivision may be self-managed unless Seventy-Five (75%) percent of the lot owners in the Subdivision disagree thereto.

Section 8.3. SCOA has formed a non-profit corporation to operate the Property Owner's Association of GREEN GATE GROVE SUBDIVISION. Each lot OWNER shall be entitled to one (1) vote for each lot owned. Voting of lots, single, multiple or fractional, shall be in accordance with Section 2.1 .

Section 8.4. For any matter submitted for a vote or requiring consent of the owners hereunder, OWNER shall be entitled to One (1) vote for each lot owned. Voting of lots, single, multiple or fractional, shall be in accordance with Section 2.1.

Section 8.5. "INSURANCE":

- (a) SCOA may obtain and continue in effect blanket property insurance to insure the buildings and structures in the COMMON AREA and SCOA against risks of loss or damage by fire or other hazards as are covered under standard extended coverage provisions, and said insurance may include coverage against vandalism.

- (b) SCOA may obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring SCOA, its agents, volunteers and employees, and each OWNER, from and against liability in connection with the COMMON AREA.
- (c) Each OWNER shall be responsible at their own expense and cost for their own personal insurance on their lot or residence and contents therein, garage and additions and improvements thereto, including decorations, furnishings, and personal property therein, and personal property stored elsewhere on the properties, and for their personal liability.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1. "ENFORCEMENT": SCOA, or any OWNER, shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Violation of these covenants will result in immediate and irreparable loss in property value to SCOA and/or OWNERS. In addition to all other legal remedies provided herein, an OWNER who commits any violation of these covenants shall pay the sum of Five (\$5.00) dollars per day as minimum damages to SCOA, its successors, and assigns for each day such violation exists. Failure by SCOA or by any OWNER to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.2. "SEVERABILITY": Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. While SCOA has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, SCOA makes no warranty or representation as to the present or future validity of enforceability of any such restrictive covenants, terms or provisions. Any OWNER acquiring a lot in the Subdivision on reliance of one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the lot agrees to hold SCOA harmless therefrom.

Section 9.3. "AMENDMENT": These Covenants, Conditions and Restrictions shall run with and bind the Property. This Declaration may be amended by an instrument signed by owners of not less than 66 2/3rds% of the lots in Green Gate Grove Subdivision. Any Amendment must be recorded in the official records of Hidalgo County, Texas, before such Amendment can have any force and effect.

IN WITNESS WHEREOF, signed by the undersigned, being GREENGATE GROVE PROPERTY OWNERS ASSOCIATION, a Texas Non-Profit Corporation, doing business as Senior Citizens Owners Association (SCOA), herein, and by the owners of at least 66 2/3rds % of the lots in Green Gate Grove , in multiple counterparts.

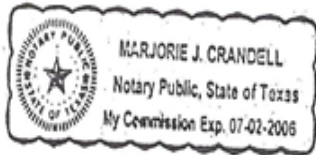
BY: *Dan Anderson*
/s/ Dan Anderson, President, SCOA

DATE: January 27, 2003

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this 27th day of January 2003, by Dan Anderson, President, SCOA, on behalf of Greengate Grove Property Owners Association, a Texas Non-Profit Corporation, on behalf of said corporation.



Marjorie J. Crandell
(Notary Public)

January 27, 2003
(Date)

My Commission Expires:

July 2, 2003
(Date)

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