

CREEKWOOD SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF CAMERON §

WHEREAS PDLR Land Company, Inc., a Texas Limited Partnership, hereinafter referred to as the Declarant is the owner of all that certain real property located in Cameron County, Texas, described as follows:

Creekwood, a subdivision located in the City of Brownsville in Cameron County, Texas according to Plats thereof recorded in Map Cabinet 1, Slot 2228-B, Map Records of Cameron County, Texas; and

WHEREAS the Declarant will convey the above described property, subject to certain protective covenants, restrictions, and conditions as hereinafter set forth;

NOW THEREFORE it is hereby declared that all of the property described above shall be 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 real property, and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

USE RESTRICTIONS

Types of Buildings Permitted

1.01 All Lots shall be used for residential purposes and one model home only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height and a private enclosed garage for at least one automobile.

1.01(a) No trailers, mobile homes except a construction trailer, or storage buildings, portable or otherwise, may be built on any lot.

Construction Material for Exterior Walls

1.02 The exterior walls of any residence constructed on any Lot shall be composed of a minimum of fifty percent (75%) masonry, stone, or brick.

Doc 00028344 BK 5064 Vol 1 Pg 240

Minimum Floor Area

1.03 Any single story residence constructed on any Lot must have a ground floor area of not less than one thousand six hundred (1,600) square feet, exclusive of garages or screened porches, patios, and terraces. Any two story residences constructed on any Lot must have a ground floor living area of not less than nine hundred (900) square feet and a combined living area of not less than one thousand six hundred (1,600) square feet exclusive of garages and open or screened porch, patios, and terraces.

Setbacks

1.04 No building shall be located on any such Lot nearer to the front line than twenty feet (20') or nearer to the rear Lot line than ten feet (10'). For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided however that this shall not be construed to permit any portion of the building on any such Lot to encroach upon another Lot.

Resubdivision

1.05 None of the Lots of said subdivision shall be resubdivided in any fashion.

Easements

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

Noxious or Offensive Activities Prohibited

1.07 No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbor. The only use allowed other than as a home is model home use for sales of other single-family residences in Creekwood.

Prohibited Residential Uses

1.08 No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot, at any time as a residence, either temporarily or permanently, excepting temporary structures used as building offices during the construction period, which must be inconspicuous and sightly as determined by the Architectural Control Committee.

Signs

1.09 No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and other persons or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units, subject to the approval of the Architectural Control Committee. Declarant or its assigns have

Doc
00028344 DR
BK
V01
5084
2419

the right to remove any sign, advertisement or billboard structure that does not comply with the above, and in so doing shall not be subject to any liability or trespass in connection with such removal.

Oil Development Prohibited

1.10 No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use of boring for oil, natural gas, or other mines shall be erected, maintained, or permitted on any Lot.

Rubbish, Trash and Garbage

1.11 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. Sanitary containers may be placed in alley where applicable or in streets next to the curb only during daylight hours on the day or days when garbage pick up is scheduled. At all other times sanitary containers shall be stored in a location so that they are not visible from any street. All Lots shall be mowed and kept clean by Owner from the date of purchase.

1.11(a) If, in the sole discretion of the Declarant and Architectural Control Committee, or the Association at any time, and without prior notice to the Owner or any contractor employed by Owner, it becomes necessary, in the opinion of either of them, to remove trash or rubbish, cut grass, or haul off garbage associated with the construction or maintenance of any Lot during or after the construction, the expense incurred, including but not limited to hauling, labor and land fill fees, shall be paid to the Declarant, Architectural Control Committee or Association within ten (10) days after a bill for the same is sent to the Owner. If this cost is paid by the Association, it shall be deemed to be an assessment against the lot in question and the Association shall have a lien for the same if not paid within thirty (30) days after a bill for the same is sent to the Lot owner. There shall be no liability of the removing party to any owner or contractor for the value of or damage to any materials removed from the Lot.

Animals

1.12 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and provided further that no pit bulldogs or rottweiler dogs shall be kept on any Lot. Dogs and other outdoor pets must be kept fenced in the backyard and are not permitted to run free or be tied up in the front yard. All pet owners will keep their pets on a leash when outside the backyard of a Lot.

Fences and Antennas

1.13 Chain link fence may not be placed anywhere in the subdivision, except such as may be approved at the sole discretion of the Architectural Control Committee. Television and radio antennas must be in the back yard, or placed so as to be out of sight from the front of any Lot. No antenna may exceed the top of any roof except as may be approved by the Architectural Control Committee.

Doc
00223344
BK
9054
Vol
242
P3

Minimum Construction Time

1.20 Every residence must be constructed within a period of less than two years from the date that the lot is purchased.

ARTICLE TWO

ARCHITECTURAL CONTROL

Architectural Control Committee

2.01 Declarant hereby designates Domus Development, L.C., a Texas limited liability corporation as the Architectural Control Committee, and the same shall serve as the Architectural Control Committee at the pleasure of the Declarant. After Declarant has sold ninety-two (92) Lots, the Board of Directors of the Creekwood Homeowners Association, Inc. shall be entitled to appoint an Architectural Control Committee. The Architectural Control Committee shall thereafter consist of not less than three (3) qualified persons who shall serve at the pleasure of the Board. If any member of the Architectural Control Committee is unable or unwilling to serve, the Board shall appoint a replacement.

Approval of Plans and Specifications

2.02 No building, fence, wall, or other structure shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to, or change or alteration therein, be made nor shall any landscaping of any Lot or Lots be undertaken, until 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 Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

Any alteration or reconstruction of garages shall require approval from the Architectural Control Committee. No garage door may be removed or altered in design or function with the exception of homes designated by builders of original construction ("Builders") as model homes or sales offices to be used in conjunction with Builder's construction or marketing of homes within the Creekwood subdivision. Model homes may only be used until sale and construction of all homes in the Creekwood subdivision is complete.

Failure of Committee to Act

2.03 In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein and such Committee shall fail to approve or reject such plans and specifications for a period of thirty days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been made.

Doc
00023344 BK
DR 9054 Vol
244 Pg

ARTICLE THREE

Association

Creation

3.01 There shall be created a homeowner's association known as the Creekwood Homeowners Association, Inc. hereinafter called the "Association." 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 the ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.

Transfer of Membership

3.02 Association membership shall be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

Management of Association

3.03 The Association shall be incorporated as 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

3.04 Until such time as ninety-two (92) of the Lots have been sold, the Declarant shall be the Owner of the Association and shall appoint the Board. After the sale of ninety-two Lots, the Declarant shall turn the association over to the Owners. Thereafter, each Lot shall have one vote and there shall be at least one meeting of the membership each year. At annual meetings, the Owners shall elect a Board consisting of 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.

Duties and Powers of Board

- 3.05 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.

Doc
0002B344
Bk
DR
5064
Vol
245
P5

- (f) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, including Developer. The assessment shall not exceed \$20.00 per month prior to December 31, 2003 unless the assessment in excess of \$20.00 per month is approved by the Board of Directors and by a vote of sixty-six and two-thirds percent (66 2/3%) of the members, except for additional assessments authorized under paragraph 1.20 hereof. The Association shall have a lien on the Lot of any owner who does not timely pay assessments as established by the Board.
- (g) To establish and collect special assessments for capital improvements or other purposes.
- (h) To file liens against Lot 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 Areas 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 Areas.
- (p) To pay the costs of any liability insurance and fire insurance on the Common Areas and any liability insurance for members of the Board.

ARTICLE FOUR

GENERAL PROVISIONS

Enforcement

4.01 The Declarant or any owner shall have the right to enforce, by any proceeding at law or in equity, all conditions, restrictions, covenants, and reservations now or hereinafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

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

Duration and Amendment

4.03 The covenants, restrictions, and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and enforceable by the Declarant of the owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, unless amended as provided herein, shall be effective for a term of fifteen years from the date this Declaration is recorded. After the initial fifteen (15) year term, these covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years unless terminated by the Owners. The covenants,

Doc 00028344 BK 9064 Vol 1 Pg 249

Doc 000283344 BK Vol 3064 Pg 24A9

FILED AND RECEIVED
OFFICIAL PUBLIC RECORDS
On May 29, 2003 at 09:11P
Document Number: 000283344

Part Filed By
Joe S. Rivera, County Clerk
Cassero, County

**SUPPLEMENTAL DECLARATION FOR ANNEXATION OF PROPERTY
TO CREEKWOOD SUBDIVISION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

WHEREAS, PDLR Land Company, Inc., a Texas corporation hereinafter referred to as Declarant was, at the time of filing of the "Creekwood Subdivision Covenants, Conditions and Restrictions" at Volume 9064, Page 240 of the Official Records of Cameron County, Texas on March 10, 2003, "the Declaration" which refers to a plat filed at Cabinet 1, Slot 2228B of the Map Records of Cameron County, Texas the owner of land which has now been platted as Creekwood Subdivision, Phase Two; and

WHEREAS, Declarant has caused to be platted the following subdivision; and

1. Creekwood Subdivision Phase Two, a subdivision located in Brownsville, Cameron County, Texas according to plat thereof recorded at Map Cabinet 1, Page 2343A and 2342B; and

WHEREAS, Declarant wishes to annex such additional property to the Creekwood Subdivision and make the same subject to the Declaration;

Declarant annexes all of the property and lots in the above described as Creekwood Subdivision, Phase Two as a part of Creekwood Subdivision and declares that the same is subject to the provisions of the Declaration of Covenants, Conditions and Restrictions of Creekwood Subdivision recorded at Volume 9064, Page 240 of the Official Records of Cameron County, Texas. All property and lots contained in such Creekwood Subdivision, Phase Two described herein shall be subject to all of the conditions and shall be developed, held, used, sold and conveyed subject thereto of the Creekwood Subdivision Declaration of Covenants, Conditions and Restrictions as if such said property were originally included in that initial Declaration of Covenants, Conditions and Restrictions.

Executed this 22 day of April, 2005.

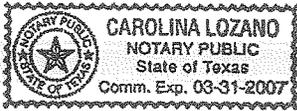
PDLR LAND COMPANY, INC.

By: William P.C. Hudson
William P.C. Hudson, Its President

Doc
00023176 BK
DR 11274 Vol
Pg 42

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

This instrument was acknowledged before me on this 22nd day of April, 2005, by William P.C. Hudson, President of PDLR Land Company, Inc., a Texas corporation.



Carolina Lozano

Notary Public, State of Texas

After recording return to:

PDLR Land Company, Inc.
1805 E. Ruben Torres, B-20
Brownsville, Texas 78526

Prepared in the Offices of:

Michael R. Ezell
Attorney at Law
P.O. Box 2878
Harlingen, Texas 78551

Doc
00823176 BK 11274
V01
Pg 43

DOC 00023176 BR 11274 Vol 1 Pg 44

FILED AND RECORDED
OFFICE PUBLIC RECORDS

On Apr 29 2005 at 11:39

Document Number: 00023176

By
DeeAnn Owens
Joe B Rivers, County Clerk
Cameron County