

**DECLARATION OF COVENANT
CONDITIONS AND RESTRICTIONS
FOR
TANGLEWOOD AT BENTSEN PALM, PHASE 1**

The State of Texas

Know All Men by These Presents

County of Hidalgo

WHEREAS, Rhodes Enterprises Inc., Located at 14901 N. Ware Rd., Edinburg, Hidalgo County, Texas (hereinafter called "Declarant"), as the owner of all of the Property (as defined below); and

WHEREAS, the Declarant intends to convey the Property, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth and previously set forth in the Declaration of Covenants, Conditions and Restrictions for Bentsen Palm Development (the "Master Declaration") recorded on the same day as the this declaration and made a part of this document by reference, pursuant to an established general plan for the improvement and development of property;

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

**ARTICLE ONE
DEFINITIONS**

- 1.01 "Association" shall mean the home owners association for the Master Planned Community of Bentsen Palm Development and incorporated as **Bentsen Palm Development Association, Inc. ("BPDA")**, a Texas non-profit corporation, its successors and assigns. All rules, conditions, covenants and declarations of BPDA Board of Directors shall be binding on all of the Property. The "Master Declaration" referenced herein shall be the Declaration of Covenants, Conditions and Restrictions for Bentsen Palm Development filed of record.
- 1.02 "Board" shall mean the board of directors of the BPDA.
- 1.03 "Declarant" shall mean the party set forth in the first Whereas clause above, its successors and assigns.
- 1.04 "Design Standards" shall mean the standards specified in Article 3 of this Declaration and any other standards adopted by the Association as set forth therein.
- 1.05 "Initial Construction and Sales Period" shall mean the period from final plat approval by the City of Mission until all Lots in the Property are improved and first occupancy occurs by a permanent resident. Once first occupancy occurs, that specific Lot is no longer considered a part of the exceptions listed for the Initial Construction and Sales Period in this declaration.
- 1.06 "Lot" shall mean and refer to that portion of any of TANGLEWOOD, PHASE 1 Subdivision plots of land shown upon the plat and subdivision map recorded in the Map Records of Hidalgo County, Texas on which there is or will be built a single-family dwelling. The term "Lot" shall not include any reserves or common areas shown on the said map of plat. Any Lot numbers referenced in this Declaration shall refer to the numbered sequence of Lots per the recorded plat.
- 1.07 "Owner" shall mean one or more Persons holding record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a Recorded

contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

- 1.07 “Property” that real property described on Exhibit “A” attached hereto and made a part hereof.
- 1.08 “Tanglewood,” shall be the name of the Neighborhood, as such term is used in the Master Declaration. The Tanglewood, Phase 1 subdivision is the first part of the Tanglewood Neighborhood, which may be added to by supplemental Declaration by the Declarant.

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

2.01 The Association shall establish an Architectural Review Committee (“ARC”) consisting of members appointed under the rules of the Association and in accordance with the Master Declaration. The ARC must approve all exterior plan details, setbacks, revisions or alterations to existing dwellings, fencing details and other architectural items affecting the nature of the Tanglewood Neighborhood. Complete architectural plans of new construction, fencing or alterations to existing dwellings must be submitted to the ARC prior to commencement of any construction or alterations. The ARC shall review such plans and either approve or disapprove under the rules of the Association.

2.02 The Association may appoint a Tanglewood Neighborhood Association Architectural Advisory Committee (“AAC”) to review all plans and advise the ARC. The ARC is not bound by advice or opinion of the AAC but may consider such advice or opinion when rendering a decision.

2.03 The Association will own and operate the common properties and facilities as shown on the final plat as “Common Area”, including the Community Park with all its improvements, Community entrances and all other common areas within the Community. Membership in Bentsen Palm Development Association, Inc. (“BPDA”) is mandatory for all lot Owners and contract purchasers. Each Lot is subject to an annual assessment by BPDA for the purposes of providing adequate funds to carry out its obligations as outlined in the Certificate of Formation, the Master Declaration and/or the By-Laws of BPDA.

2.04 In addition to the annual assessments and any other special assessments as outlined in the Articles and By-Laws of BPDA, the Association may levy in any assessment year, a special assessment to provide for indemnification and hold harmless of the City of Mission relating to any condition of lack of maintenance or repair or otherwise relating to any claim based on any Common Element made by any member of the Association or any third party which can be asserted against the City of Mission. The Association and every Lot Owner, individually, will hold the City of Mission and Declarant harmless and indemnify them from any and all liability from claims from any third party or any Lot Owner against the City of Mission or Declarant relating to the condition of any of the common elements or from any other cause relating to the obligations of the Association or Lot Owners hereunder.

2.05 BPDA expressly authorizes the City of Mission to place a lien on each lot if deemed not compliant to street maintenance obligations under the City’s Hold Harmless document to be recorded upon privatization of streets in Tanglewood Subdivision.

ARTICLE THREE DESIGN STANDARDS

3.01 All construction shall comply with the terms and conditions of these Design Standards and any other rules and requirements of the ARC. The Association may amend these Design Standards Tanglewood Subdivision during the Initial Construction and Sales Period and any revisions or amendments are made a part of this document by reference.

3.02 Each Lot shall have a minimum of a two-car enclosed garage.

3.03 The minimum living area for Lots 1-149 is 1,800 square feet. The minimum living area for Lots 150-207 is 1,600 square feet. Living area shall mean the portion of a dwelling which is enclosed, air conditioned and customarily used for dwelling purposes, but shall not include open porches, open terraces, breezeways, garages or dwelling accessory buildings.

3.04 Only new construction materials shall be utilized in constructing any structures situated on a Lot, unless the ARC shall expressly approve in writing the use of used construction materials.

3.05 The front entry area of each house shall have a sense of arrival as determined by the ARC and shall be designed so as to be clear to persons arriving that it is the entrance of the house. The entry shall keep scale with pedestrian traffic and be in balance with the entire elevation. Brick details and other masonry details shall be done in a manner that creates depth. Brick or masonry shadow lines and projections shall balance with the design of the house. The front plane of the house shall have movement front to back and multiple plate heights across the front. The use of accent materials and features must not conflict with the architectural style of the dwelling or the surrounding neighborhood harmony. The ARC reserves the right to reject elevations which, at the sole judgment of the ARC, do not conform to Neighborhood harmony and conform to the design criteria of this section.

3.06 Garage doors shall be over hung metal with no windows. The garage door must be painted in the same color as the field color of the residential structure. The garage must be completely enclosed and no carports or detached garages are allowed. An electric garage door operator shall be installed on each garage door.

3.07 Roof material must be 30-year shingles with an architectural dimensional effect. Lightweight shingles or "three-tab" shingles are not allowed. All additions will use the same color, style and weight shingle as the main structure. All dwellings and additions in the Neighborhood shall have a shingle color matching ARC samples. Other roofing material, such as standing-seam metal, clay or concrete or flat roofing must be approved by the ARC and be demonstrated the reason for the special architectural requirements. Total height of dwelling, including chimney, shall not exceed a maximum of thirty-five feet (35') above the finish floor slab. Only low profile roof ventilators may be used. Vents and other penetrations must be as unobtrusive as possible and located away from the main roof in which the dwelling is to be constructed. Chimneys shall be clad in masonry with colors complimentary to the color of the main unit. Pitched roofs shall have a minimum slope of 6:12. Flat roofs are discouraged, but may be used in conjunction with an adequate parapet wall and allowed only on such architectural styling as deemed appropriate by the ARC.

3.08 All exterior field colors shall be approved by the ARC. The colors of the trim, doors and windows shall be complimentary to the selected field colors. Wood sashes, doors and trim shall be painted or stained. ARC approval is to be based on Neighborhood harmony and compatibility with surrounding dwellings.

3.09 No walls, fences, or hedges shall be erected or maintained nearer to the front lot line than the walls of the living unit situated on such lot which are nearest to such front lot line, unless otherwise approved in writing by the ARC. All dwellings are to have a 6 foot height fence, either wood, masonry, or other decorative metal fence extending perpendicular from the side of the dwelling to the adjoining Lot's property line in order to screen the side and rear yards from front street view. The side-screening fence must be within a maximum of 10 feet from the rear corner of the main dwelling. This side-screening fence must be installed at time of substantial completion of the dwelling. The side perpendicular screening fence must adjoin and tie into the adjoining lot's screening fence. It is the responsibility of the builder or Owner to tie into the existing fence. If the adjoining Lot is vacant, the side-screening fence will terminate at the property line. Fence finishes, visible to street, are limited to a sealer or tinted sealer with the tint being a natural or earth tone color. The ARC must approve all tint colors to be used on fencing and insure the tint is compatible with surrounding fence finishes. No chain link fences are permitted.

3.10 A minimum of a four (4) foot wide sidewalk shall be constructed from the parkway sidewalk or driveway to the front of the dwelling. All such sidewalks (as well as driveways) shall be made of concrete, stamped concrete or bricked pavers. Any other surface must have prior ARC approval. A four (4) foot wide sidewalk shall be constructed along the entire frontage of the Lot starting at a distance of 48" from back of curb on streets of 32' width or less and a distance of 36" from back of curb on all other streets, and extending inward. The same requirement shall apply to street adjoining side yards on corner Lots.

3.11 All exterior construction of the primary residential structure, garage, porches and any other appurtenances or appendages of every kind and character and all interior construction shall conform to all municipal codes and issuance of a certificate of occupancy by the City of Mission shall be completed not later than one (1) year following the earlier of (a) the date of issuance of a building permit by City of Mission or (b) thirty (30) days following the date the ARC gives final approval to the construction plans. Construction not completed within such twelve (12) month period is subject to a fine of up to five hundred dollars (\$500.00) per day by the Association until the violation is corrected, as well as any and all other remedies that the Association may impose in accordance herein.

3.12 All construction shall be undertaken in a good and workmanlike manner and in accordance with all applicable laws. The Owner shall obtain all required building permits. In connection with any such construction, no damage shall be done to any adjacent lots, streets, common areas or public or private utilities. Construction material, trash and construction worker trash must be contained during construction in a dumpster or other acceptable enclosed container on the Lot and/or confined to the building itself. The Owner is, and shall require Owner's agents to be, responsible for any cleanup cost associated with retrieval of debris or trash scattered or blown off lot and deposited on other property, whether lots or common areas. The Association will issue one notice of non-compliance of this section to the Owner of a Lot, whether under construction or if the condition exists after occupancy. After such notice, if the Owner does not take corrective action to clean the debris or trash or if the condition continues, the Association may have the debris or trashed cleaned and assess the Owner the cost of such corrective action.

3.13 Any violation of these Design Standards, or beginning construction without approval of the ARC, failing to obtain a building permit, failing to comply with applicable law, failing to comply with approved plans, or otherwise failing to comply with the terms of this Declaration can result in the Association imposing a substantial fine, and if applicable, remedying the noncompliance and placing a lien upon the lot and improvements until it is reimbursed for its expenses. In applicable instances, the Association shall have the right, but not the obligation, after ten (10) days written notice to the Owner to enter the lot and remedy such noncompliance to its satisfaction and may charge the Owner for the cost of such work. The Owner agrees by the purchase of such lot to pay such amount immediately upon receipt of an invoice therefore. The amount of such charge, together with interest thereon at fifteen percent (15%) per annum and reasonable cost of collection shall be a charge and continuing lien upon such lot, as well as a personal obligation of the Owner of such lot.

3.14 Owners shall comply with the Landscaping and Irrigation requirements set forth in Exhibit "B" attached hereto and made a part of this document.

ARTICLE FOUR USE RESTRICTIONS

4.01 RESIDENTIAL USE.

(a) Every Lot is for single-family- residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium or doctor's offices, or other multiple-family dwelling shall be erected, placed, permitted or maintained on any Lot or on any part thereof. No improvement or structure whatsoever, other than a first class private dwelling house, which may include patio walls, swimming pool, garage, or other structure approved by the ARC, may be erected, altered, placed, maintained or permitted to remain on any Lot. No improvement or structure whatsoever, other than an outside storage building meeting the design standards, swimming pool, or hot-tub may be erected, altered, placed, maintained or permitted to remain on any Lot without specific written approval by the ARC.

(b) Any single story residence constructed on Lots 1-149 must have a ground floor area of not less than 1,800 square feet, exclusive of open or screened porches, terraces, patios, driveways and garages and **MUST** be of new construction. A residence other than a single story residence must have not less 1,000 square feet of ground floor living area. Any single story residence constructed on Lots 150-207 must have a ground floor area of not less than 1,600 square feet, exclusive of open or screened porches, terraces, patios, driveways and garages and **MUST** be of new construction. A residence other than a single story residence must have not less 800 square feet of ground floor living area. Only newly constructed homes, will be permitted. The exterior walls of any residence shall consist of not less than 100% masonry or masonry veneer construction. Block construction must have a stucco finish. No evaporative cooler or

air conditioner shall be placed, installed, or maintained on the roof or wall of any building structure. All coolers and air conditioning units shall be concealed.

4.02 **SETBACK.** All buildings, structures, fences, hedges, outbuildings, and appurtenance are subject to the setback restrictions noted in the subdivision plat for the Tanglewood Neighborhood. If two (2) or more Lots of fractions thereof are consolidated into a building site in conformity with the provisions of Paragraph 4.03, these setback provisions shall be applied to such resultant building site as if it were one (1) original platted Lot.

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

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

4.05 **NOXIOUS OR OFFENSIVE ACTIVITIES PROHIBITED.** No noxious or offensive activity shall be carried on upon any lot or permitted on any Lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the Neighborhood. The Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or an annoyance including, but not limited to, noxious odors or noise created by animals. No trucks larger than one (1) ton, motor vehicles not currently licensed, boats, trailers, campers, motor or mobile homes, recreational vehicles or other vehicles shall be permitted to be parked on any Lot, except in a closed garage. No vehicle of any kind may be parked on any street overnight. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or Lot area or on any portion of a common area. The use or discharge of firearms, firecrackers, or other fireworks in the Neighborhood is prohibited. No motorbikes, motorcycles, motor scooters, "go-carts" or other similar vehicles shall be permitted to be operated within the Neighborhood if, in the sole judgment of the Board such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance.

4.06 **OCCUPANCY.** No private dwelling house erected upon any Lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required, nor shall any residence, when completed, be in any way occupied until made to comply with approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth. No temporary structure shall be placed or erected upon any Lot either permanently or temporarily. Rental of any servant's quarters separately from the house is prohibited, the occupancy thereof being limited to either guests or servants. Should any structure be destroyed or partially destroyed, Owner shall immediately remove or rebuild said structure.

4.07 **SIGNS.** Except for signs, billboards or other advertising devices displayed by Declarant for so long as Declarant or any successors or assigns of Declarant, including Builders as defined in the Master Declaration and filed of record to whom the rights of Declarant under this section are expressly transferred, shall own any portion of the Eligible Property as defined in the Master Declaration, no signs of any character shall be allowed on any Lot except the following: (a) one sign of not more than six (6) square feet advertising the Lot for sale or rent; provided, however, that Declarant and any other persons or entity engaged in the construction and sales of residences within the Neighborhood shall have the right, during the Initial Construction and Sales Period, to construct and maintain such signs & other facilities as may be reasonably necessary for such construction and sale, including a temporary residence or office; (b) one professionally made security service sign of not more than one square foot; (c) standard size political yard sign which may be erected no earlier than 6 weeks before an election, and which must be removed within 7 days after the election for which the sign is displayed; (d) one sign celebrating an event or an accomplishment provided the sign is tasteful, modest in size (12 square feet maximum) and is removed within 7 days after it is erected; or (e) a temporary sign identifying the home as the site of a social event is permitted for a maximum of 24 hours. Any other sign or object (including yard art) that is visible from the street may not be installed without ARC approval. Any violation of this Section will subject the Owner of the Lot to a

DECLARATION OF COVENANTS – TANGLEWOOD SUBDIVISION, Phase 1 Document #1674120 DRHC Page 5 of 12
Amended 10/26/2009 and filed of record.

fine of up to one hundred dollars (\$100.00) per day until the violation is corrected, as well as any and all other remedies that the Association may impose in accordance herein.

4.08 GARBAGE RECEPTACLES; LOT MAINTENANCE REQUIREMENTS.

(a) No Lot shall be used or maintained as a dumping ground for rubbish or trash, and all garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. No elevated tanks of any kind shall be erected, placed or permitted on any part of such premises. All clotheslines, garbage cans, equipment, coolers, wood piles, storage sheds or storage piles shall be walled or fenced in to conceal them from the view of neighboring Lots, roads and streets. All trash, garbage or waste matter shall be kept in adequate containers with tightly fitting lids and maintained in a clean and sanitary condition and in compliance with requirements of the City of Mission. All such receptacles shall be stored in an area that is not visible from the street or any other Lot and may be removed from such storage area on the designated collection day only and must be returned at the end of that collection day. No garbage, trash, debris or other refuse matter of any kind shall be burned on any Lot.

(b) At all times, the Owners and occupants of each Lot shall keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The drying of clothes where visible from the street or any other Lot is prohibited.

(c) In the event of default on the part of the Owner or occupant of any Lot in observing any requirement of this Paragraph 4.08 that continues ten (10) days after written notice thereof, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration in order to place said Lot in a neat, attractive, healthful and sanitary condition, and may assess the Owner of such Lot for the cost of such work. Each assessment together with interest thereon at the rate of the lesser of fifteen percent (15%) per annum or the maximum allowed by law and reasonable cost of collection shall be a charge and continuing lien upon such Lot, as well as the continuing personal obligation of the Owner of such lot at the time of such assessment.

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

4.10 FENCES, WALLS, HEDGES AND YARD ART.

(a) No fence, wall hedge or utility meter shall be placed or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fence.

(b) All fencing shall be of wood material, masonry material or decorative metal. Wood fencing shall be stained. No painting of wood fencing is permitted. Masonry fencing shall be stucco finish on the exterior side and of an approved color by the ARC. Any fencing visible from the street must be finished in a color or tone approved by the ARC.

(c) No truck, bus, trailer, R.V., commercial vehicle or equipment shall be left parked or placed except for construction and repair equipment while a residence or residences are being built or repaired, and no truck, bus,
DECLARATION OF COVENANTS – TANGLEWOOD SUBDIVISION, Phase 1 Document #1674120 DRHC Page 6 of 12
Amended 10/26/2009 and filed of record.

boat, R.V. or trailer shall be parked on the driveway or any portion of the Lot in such a manner as to be visible for the street or neighboring Lots. Vehicles that are not in regular use shall not be permitted to remain in the street in front of any Lot or on the driveway or any portion of the Lot in such manner as to be visible from the street or neighboring Lots.

(d) The Association shall regulate the appearance of yards that are visible from the street and from neighboring homes. Some changes or additions to a yard may defy easy categorization as an improvement, a sign or landscaping. By accepting ownership of any Lot, Owner acknowledges and agrees that all aspects of a yard visible from outside the Lot are within the purview of the ARC, including, without limitation, the shape of pruned shrubs; the number, shapes and uses of flower beds; and the integration of items such as boulders, driftwood, antique equipment, statues, monuments and other items classified as Yard Art.

4.11 PROHIBITED ACTIVITIES

(a) No professional, business, or commercial activity to which the general public is invited or allowed shall be conducted on any Lot. Auto maintenance is **not permitted** on the street in front of any Lot or on the driveway or any portion of the Lot in such manner as to be visible from the street or neighboring Lots.

(b) Garage sales, moving sales, rummage sales or similar activities on any Lot may be permitted no more often than once per year and subject to such restrictions as may be imposed by the Association from time to time.

(c) Capturing, trapping, or killing of wildlife within the Eligible Property as defined in the Master Declaration is prohibited, except in circumstances posing a treat to safety.

(d) Any activity which results in unreasonable levels of sound or light pollution, provided, this restriction shall not restrict or prevent the Association from operating recreational facilities or other amenities in a manner consistent with their intended use. The Association may have special functions and events as permitted under the Master Declaration.

4.12 UTILITY LINES AND ANTENNA. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead unless such lines are a part of the initial development infrastructure as designed by the electric provider. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed or maintained on any part of such premises that is visible from street. Any waiver of these restrictions in a particular case shall constitute a waiver of such restrictions with respect to any other Lots, lines or antennas. Exterior television/radio antenna, weather station apparatuses and receivers of any sort shall not be placed, allowed or maintained upon any portion of the roof structure where visible from the street and must receive ARC approval before installation. Satellite dishes are permitted with the following constraints: (a) dish diameter shall not exceed eighteen inches (18”), and (b) dishes shall be confined within the rear or side yards. No dish shall extend above the ridge line of the roof nor shall any dish be attached to the front roof or eave of the front facing portion of the structure. Dishes installed on the side portion of the dwelling may not be installed above the eave and no closer to the front than ten feet (10’) from the rear corner of the main dwelling.

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

4.14 USE OF COMMON AREAS. The Association shall, from time to time, promulgate such rules and regulations relating to the use of the Common Areas (as such areas are shown on the filed plat of record) as it deems appropriate. There shall be no obstruction of any part of the Common Areas, which are intended to remain unobstructed for the reasonable use and enjoyment thereof. No Owner shall appropriate any part of the Common Area for such Owner’s exclusive use, nor shall any Owner do anything, which would violate the easements, rights, and privileges of any other Owner or party in regard to any portion of the Common Areas. No Owner shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure or improvements or store any of such Owner’s personal property on the Common Areas without the prior written consent of the Association. The Association shall have the right to remove anything placed on the Common Areas in violation of the provisions of this Section and to recover the cost of such removal from the Owner.

**ARTICLE FIVE
FUTURE SUBDIVISION DEVELOPMENT**

5.01 Declarant, its successors or assigns, reserve the right to use all easements and streets in the Property in connection with future residential development near the Property. No Owner shall have a claim of whatsoever kind or nature based upon such use. Declarant specifically reserves certain rights as listed in Article X of the Master Declaration.

**ARTICLE SIX
GENERAL PROVISIONS**

6.01 **ENFORCEMENT.** The Declarant, the Association, the ARC or any Owner, shall have the right but not the obligation to enforce, by any proceeding at law or in equity, all restrictions, conditions, Design Standards and reservations now or hereafter imposed by the provisions of this Declaration, in accordance with the Master Declaration and applicable law. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Non-compliance with these Design Standards by any Builder or Owner may result in civil legal action being taken by the Declarant, the Association and/or ARC on behalf of all Owners to obtain the fair and reasonable enforcement of these standards in accordance with applicable law.

6.02 **SEVERABILITY.** The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, provided herein, shall be effective for a term of thirty (30) years from the date this Declaration is recorded, after which automatically extended for successive periods of ten (10) years.

6.03 **AMENDMENT.** The covenants, conditions and reservations of this Declaration may be amended during any such period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Hidalgo County, Texas, nor until the approval of any governmental regulatory body that is required shall have been obtained.

6.04 **WAIVER.** A waiver or modification of any of the provisions, requirements, conditions or restrictions herein contained by the Association as is allowed above, shall not be construed as a waiver of future enforcement of such provisions, requirements, conditions or restrictions.

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

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

6.07 **MASTER DECLARATION.** The Master Declaration includes additional covenants, conditions, restrictions and easements that are applicable to the Property. This Declaration is a Supplemental Declaration as such term is used in the Master Declaration. Enforcement of this Declaration shall be in accordance with the Master Declaration and applicable law.

EXECUTED by the said Declarant this the _____ day of _____ 2006,
RHODES ENTERPRISES INC.

By: _____
Authorized Representative

STATE OF TEXAS
COUNTY OF HIDALGO

I, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposed and consideration therein given under my hand and seal of office, this _____ day of _____ 2006.

Notary Public for the State of Texas
My Commission expires: _____

EXHIBIT "A"
TANGLEWOOD PHASE 1
AT
BENTSEN PALM DEVELOPMENT

A Re-subdivision of a 76.947 Acre tract in the south end of Porcion 50, out of lots 31 & 32, Bentsen Groves Addition "E", Vol. 8, Pg. 6, H.C.M.R. and Lot 15 Del Monte Irrigation & Construction Co., Hidalgo County, Texas and recorded in **Volume 51, Pages 27-29**, H.C.M.R.



EXHIBIT "B"

LANDSCAPING AND IRRIGATION REQUIREMENTS

TANGLEWOOD PHASE 1
at
BENTSEN PALM DEVELOPMENT

Declarant is committed to providing wildlife habitat and implementing natural resource conservation in Bentsen Palm Development. All roadways, common areas and parks are landscaped with a minimum mix of 50% native plants. Our conservation efforts have been recognized and certified by the State of Texas through the Texas Wildscape Program. Residential areas are an excellent resource for nurtured habitats

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

All terms are used herein and defined in the Declaration to which these requirements are attached shall have the definition provided in the Declaration unless otherwise provided herein.

LANDSCAPING REQUIREMENTS:

1. Parkway (the area between the curb and sidewalk) landscaping shall include a minimum of one (1) shade tree from the approved vegetation list published by the ARC (no citrus trees allowed in front or street side yard area), properly spaced that have a minimum caliper of 2" in diameter. For corner lots, two (2) such trees shall be required, one on each street frontage.
2. Front yard landscaping shall include a minimum of one (1) shade tree chosen from the approved vegetation list that has a minimum caliper of 2" in diameter. Placement for the tree is left to the Owner's discretion. Side yard and rear yard trees are encouraged, but shall not be counted in meeting this requirement.
3. All front yards shall be sodden. Hybrid Bermuda or proven low water use sod is strongly recommended.

4. A minimum requirement of foundation plantings along the front wall of the dwelling shall be planted with a minimum of one (1) gallon sized plants spaced on no greater than 36" centers. All foundation landscaping beds are strongly recommended to be a minimum of 36" wide and improved with compost for healthy plant life and ease of maintenance. It is recommended that varying heights be used to add aesthetic value such as ornamental trees or large shrubs at the corners of the structure tapering to low shrubs under windows with accents of varying heights in random locations with flowering plants to add color and texture. We highly recommend choosing native and well adapted plants from our vegetation list for wildlife and water conservation purposes.
5. All planting beds shall be mulched upon the initial installation. Property Owners are strongly encouraged to maintain the mulch for aesthetic and water conservation purposes. It is proven that mulched landscaping areas use less water and help retard broadleaf weeds.
6. Certain invasive plant species are prohibited due to negative affects on the neighborhood harmony. The ARC will prohibit species which, in the sole determination of the ARC, are classified as invasive. The most current list of species classified as invasive and prohibited may be obtained from the ARC.

IRRIGATION REQUIREMENTS:

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