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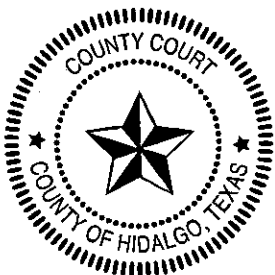
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STATE OF TEXAS
COUNTY OF HIDALGO

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Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR
RETAMA VILLAGE PHASE V

State of Texas
County of Hidalgo

This Declaration of Covenants, Conditions, and Restriction (the "Declaration") is entered into this 3rd day of July, 2019 (the "Effective Date") by Rhodes Enterprises Inc., located at 200 S. 10th Street, Suite 1700, McAllen, Hidalgo County, Texas (hereinafter called "Declarant").

RECITALS

WHEREAS, Declarant is the owner of all that certain real property located in Hidalgo County, Texas described as Lots 303 through 336, Retama Village Phase V Subdivision, an addition to the City of Mission, Hidalgo County, Texas, according to the map or plat thereof recorded as Instrument No. 3021295, Official Records, Hidalgo County, Texas (collectively, the "Lots" and individually, a "Lot");

WHEREAS, the Declarant intends to convey the Lots, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth and also as were previously set forth in the Declaration of Covenants, Conditions and Restrictions for Bentsen Palm Development (the "Master Declaration") recorded in Document No. 1674119, Official Records, Hidalgo County, Texas which are hereby made a part of this Declaration 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 Lots 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 Lots or any part thereof, and their heirs, successors, and assigns.

ARTICLE ONE
DEFINITIONS

1.01 "ARC" and "Architectural Review Committee" shall mean the architectural review committee established by the

Association to review plans and applications for the modification of improvements within the Subdivision and to administer and enforce architectural controls.

1.02 "Association" shall mean the home owners association for the Master Planned Community of Bentsen Palm Development and incorporated as Bentsen Palm Development Association, Inc., a Texas non-profit corporation, its successors and assigns. All rules, conditions, covenants and declarations of the Board shall be binding on all of the Lots.

1.03 "Board" shall mean the board of directors of the Association.

1.04 "Bylaws" shall mean the bylaws of the Association, as such bylaws may be amended from time to time.

1.05 "Certificate" shall mean the Certificate of Formation of the Association.

1.06 "Declarant" shall mean Rhodes Enterprises, Inc., a Texas corporation, its successors and assigns

1.07 "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions for Retama Village Phase V, which is intended to be a Supplemental Declaration as that term is defined in the Master Declaration.

1.08 "Design Standards" and "Design Standards and rules" means those design standards and rules set forth herein and such additional design standards and rules established by the Association, as such design standards and rules are amended from time to time by the Association. Design Standards may vary in different Neighborhoods.

1.09 "Development Period" shall mean any time during which the Declarant is the Owner of any Lot. During the Development Period, Declarant reserves the right to facilitate the development, construction and marketing of the Subdivision and the right to direct the size, shape and composition of the Subdivision.

1.10 "Initial Construction and Sales Period" shall mean the period from the Effective Date until all of the Lots 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.

1.11 "Lot" shall mean and refer to any lot in the Subdivision 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 map of the Subdivision plat including the areas designated "Hummingbird Lane" and Common Area "G".

1.12 "Master Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Bentsen Palm Development recorded in Document No. 1674119, Official Records, Hidalgo County, Texas.

1.13 "Neighborhood" shall have the meaning ascribed to such term in the Master Declaration and shall include (i) the Subdivision; and (ii) other portions of the Bentsen Palm Development designated as Neighborhoods pursuant to the terms of the Master Declaration. The Board may opt to combine one or more Neighborhoods and may designate specific names for the Neighborhoods. A Neighborhood may be comprised of more than one housing type and may include noncontiguous parcels of property.

1.14 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot on which there is or will be built a detached single family dwelling, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

1.15 “Subdivision” shall mean shall mean Retama Village Phase IV Subdivision, an addition to the City of Mission, Hidalgo County, Texas, according to the map or plat thereof recorded in Document No. 2665219, Official Records, Hidalgo County, Texas.

1.16 “Retama Village” is the name of the Neighborhood of which the Subdivision is a part, being hereby added to such Neighborhood hereby as provided by the terms of the Master Declaration.

1.17 “Zero Lot Line Detached” shall mean and refer to a form of construction and ownership in which a series of living units are situated on a series of lots with located at or near a lot line, so as to optimize usable open space.

ARTICLE TWO AGE RESTRICTION

2.01 Age Restriction. The Subdivision is intended to provide housing primarily for persons 55 years of age or older, subject to the rights reserved to Declarant in this Article. The Subdivision shall be operated as an age restricted community in compliance with all applicable state and federal laws. No person under 19 years of age shall stay overnight in any Dwelling Unit for more than 30 days in any 12-month period.

2.02 Occupancy. Subject to this Article, each Dwelling Unit, if occupied, shall be occupied by at least one person 55 years of age or older; provided, however, that once a Dwelling Unit is occupied by an Age Qualified Occupant, other Qualified Occupants of that Dwelling Unit may continue to occupy the Dwelling Unit, regardless of the termination of the Age Qualified Occupant's occupancy. Notwithstanding the above, at all times, at least 80% of the occupied Dwelling Units within the Subdivision (as calculated pursuant to federal or state law and applicable regulations, including 24 Code of Federal Regulations § 100.305, as amended from time to time) shall be occupied by at least one person 55 years of age or older.

2.03 Age Restriction Policies and Procedures. The Board shall publish and abide by policies and procedures from time to time as necessary to maintain its status as an age restricted community under state and federal law and demonstrate its intent that the Subdivision be operated as housing for persons 55 years of age or older.

2.04 Limited Exception for Sales by Declarant. Notwithstanding the age restriction set forth in this Article Two, Declarant reserves the exclusive right to sell Lots to Persons between the ages of 45 and 55, inclusive for the purpose of such Persons occupying the Lot; provided, such sales may not result in the Subdivision failing to comply with applicable State and Federal laws permitting the properties to be developed and operated as an age-restricted community. No other Person shall be permitted to sell Lots that will not be occupied by at least one person 55 years of age or older. The right to purchase a Lot from Declarant for the purpose of occupying the Lot by Persons aged 45 to 55 is personal to the purchaser of a Lot from Declarant. Such right may not be assigned by an Owner purchasing a Lot from Declarant and such right shall not run with or bind the Lot. All Lots acquired from Declarant for occupancy by a Person aged 45 to 55 pursuant to this Section, which are later transferred by such Owner,

whether by sale or otherwise, are intended exclusively, upon the transfer or sale of the Lot by such Owner, for occupancy by at least one Person 55 years of age or older.

2.05 Definitions. The following terms used in this Article Two shall have the meaning ascribed to them below:

- (a) "Age-Qualified Occupant" shall mean any person (i) 45 years of age or older who owns and occupies a Dwelling Unit and was the original purchaser of the Dwelling Unit from the Declarant; or (ii) 55 years of age or older who occupies a Dwelling Unit.
- (b) "Dwelling Unit" shall mean each residential building constructed or maintained on a Lot.
- (c) "Occupy", "occupies", or "occupancy" or any derivative thereof used throughout this Declaration, shall mean staying overnight in a particular Dwelling Unit for at least 60 days in any 12-month period.
- (d) "Occupant" shall mean be any person who occupies a Dwelling Unit
- (e) "Qualified Occupant" shall mean any of the following persons occupying a Dwelling Unit:
 - (i) any Age-Qualified Occupant;
 - (ii) any person 19 years of age or older occupying a Dwelling Unit with an Age-Qualified Occupant;
 - (iii) any person 19 years of age or older who occupied a Dwelling Unit with an Age Qualified Occupant and who continues, without interruption, to occupy the same Dwelling Unit after termination of the Age Qualified Occupant's occupancy thereof.
 - (iv) Any person 19 years of age or older who is occupying a Dwelling Unit for the purpose of providing in-home health care to an Age Qualified Occupant or direct member of an Age Qualified Occupant's immediate family or hired domestic housekeeping service Occupant so long as an Age Qualified Occupant resides in the same Dwelling Unit.

ARTICLE THREE
MASTER HOMEOWNER'S ASSOCIATION CONTROL, ARCHITECTURAL CONTROL,
AND
ADVISORY COMMITTEE

3.01 The Association has established an Architectural Review Committee (the "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 Retama Village 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 on any Lot. The ARC shall review such plans and either approve or disapprove under the rules of the Association.

3.02 The Association may from time to time establish the Retama Village Neighborhood Architectural Advisory Committee ("RVAC") to review all plans and advise the ARC. The ARC is not bound by advice or opinion of the RVAC but may consider such advice or opinion when rendering a decision. Members will be appointed by the Board. Owners in the Subdivision may recommend applicants to the RVAC per guidelines approved by the Board. Any appointee to the RVAC serves at the pleasure of the Board.

3.03 The Association will own and operate the common properties and facilities as shown on the final plat of the Subdivision as "Common Area", including the Community Park with all its improvements, Community entrances and all other common areas within the Community. Membership in the Association is mandatory for all Owners. Each Lot is subject to an annual assessment by the Association 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 the Association.

3.04 In addition to the annual assessments and any other special, specific or other assessments as outlined in the Certificate and By-Laws of the Association, which includes the assessments in the Master Declaration, 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 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 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 Owners hereunder.

3.05 The annual and special assessments, together with interest, costs, and reasonable attorney's fees, will be a charge on the land and will be a continuing lien on the Lot against which each assessment is made. Each assessment, together with interest, costs, reasonable attorney's fees, fines, or other amounts due to the BPDA, will also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment or fine or other amount became due.

ARTICLE FOUR
DESIGN STANDARDS

General
(Applicable to All)

4.01 All construction shall comply with the terms and conditions of the most recent Design Standards and rules and requirements of the ARC. The most recently approved Design Standards by the Association for the Neighborhood are made a part of this document by reference.

4.02 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.

4.03 All exterior field colors and decorative stone shall be approved by ARC. The colors of the trim, doors and windows shall be complimentary to the selected field colors. ARC approval for all external materials and colors is to be based on Neighborhood harmony and compatibility with surrounding dwellings.

4.04 In accordance with standards and plans established by the ARC, walls and fences may be erected with ARC pre-approval of the location, materials and finish/color. Where a fence or wall extends into or crosses over a utility or other easement, the Owner of the Lot on which the fence or wall is located will hold sole responsibility for the removal and replacement of such fence or wall should that be required based on the need for access by any legally authorized entity per the recorded easement. In addition, any fence, wall or barrier landscaping that isolates an area of landscaping requiring regular maintenance shall include a gate or pass-way sufficient in size for access by the equipment required to perform such maintenance. In the event such access is missing or deficient, the application for such fence, wall or barrier landscaping may be denied by the ARC or the Owner may be assessed a higher rate for landscape maintenance. The Owner must also grant unrestricted access to such areas as is required for performing required maintenance.

4.05 All exterior and interior construction of the dwelling structure, garage, porches and any other appurtenances or appendages of every kind and character shall conform to all applicable municipal codes and issuance of a certificate of occupancy by the City of Mission, and shall be completed no later than one (1) year following the commencement of construction (defined as the date of issuance of a building permit by City of Mission or thirty (30) days following the date the ARC gives final approval to the construction plans, whichever occurs first). In the event the construction is not completed within such twelve (12) month period, and

provided the Association has provided no less than thirty (30) days' written notice of such failure to the Owner of such Lot, then the Owner of such Lot shall be 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.

4.06 Any 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 and any Owner's agent is responsible for any cleanup cost associated with retrieval of debris or trash scattered or blown off the 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.

4.07 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 until the Association 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 its 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.**

4.08 Each Owner shall ensure that its Lot complies at all times with the landscaping, irrigation and maintenance requirements established by the Association from time to time, including the existing requirements which are set forth in Exhibit "A" attached hereto and made a part hereof for all purposes.

4.09 Landscaping, Irrigation and Maintenance requirements shall be as listed in Exhibit "A" and made a part of this document.

**Lots 303 – 306 Neighborhood (Single Family Dwellings with Covered RV Pads)
Sections 4.10 through 4.18 apply only to Lots 303 - 306**

4.10 Each dwelling shall have an adjacent RV covered parking area.

4.11 Each Lot may contain one single family dwelling complying with the requirements herein. The dwelling will be site built to meet all codes and standards for single family dwellings. Decorative finish items may be allowed if prior approval of the ARC is obtained. The dwelling must have a ground floor area of not less than 750 square feet, exclusive of open or screened porches, terraces, patios, and driveways. Only newly constructed homes will be permitted. The exterior walls of any dwelling/residence shall consist of not less than 100% masonry or masonry veneer construction. No evaporative cooler or air conditioner shall be placed, installed, or maintained on the roof or wall of any building structure.

4.12 Decorative rail fencing between columns and at the entrance to the Coach Port section of Lots 303 – 306 is permitted subject to prior approval of the design, color, placement and size by the ARC prior to installation.

4.13 Decorative trellis coverings (pergolas) may be installed subject to prior approval of the design, material, finish stain color and usage of the covering and specific size and location requirements.

4.14 Roof material on dwellings 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 thereto on any Lot shall have a shingle color matching "True Definition-Oak Ridge Driftwood" as produced by Owens Corning. 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. Pitched roofs shall have a minimum slope of 6:12 on all buildings.

4.15 No fixed awnings, coverings, tents or other structures will be allowed to be erected on any Lot without prior approval by the ARC

4.16 Address/name plaque posts must be of a style and material approved by the ARC.

4.17 Flagpoles are limited to one per Lot and must be attached to the dwelling located on such Lot. The height and location of the flagpole is subject to ARC approval. No flags may be attached to landscape items.

4.18 A minimum of a four (4) foot wide sidewalk shall be constructed from the driveway to the front of the dwelling on each Lot. All such sidewalks shall be made of non-pervious materials, permanently installed with no open joints and no loose aggregate under any conditions. All driveways shall be made of concrete. Colors, textures and patterns of any decorative concrete finish (stamped, painted, stained, etc.) must receive prior ARC approval before installation.

**Lots 307 - 325 Neighborhood Single Family Dwellings with Uncovered RV Parking Pads
Sections 4.19 through 4.25 apply only to Lots 307 - 325**

4.19 Lots 307 - 325 shall have concrete parking pads and service pedestals of a style and type approved by the Association. All lots will be fully landscaped and include individual irrigation systems with individual controls.

4.20 The lots, in addition to one Recreational Vehicle per defined regulations, may contain one single family dwelling complying with the requirements herein. The dwelling is limited to a single designated model, which has multiple floor plans and a set of standard options. The dwelling will be site built to meet all codes and standards for single family dwellings. Decorative finish items may be allowed if prior approval of the ARC is obtained. The dwelling must have a ground floor area of not less than 700 square feet, exclusive of open or screened porches, terraces, patios, and driveways. 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.

4.21 Any Recreational Vehicle placed on a lot must be, in the sole judgment of the ARC, in good repair and have what would be considered an outward appearance of having been cosmetically well maintained. Not allowed on any lot are mobile homes, "park-model" units, folding or collapsible RVs, truck campers, hybrid trailers with canvas for roofs or sides, or others as officially listed in the current version of the Rules and Regulations.

4.22 Decorative trellis coverings (pergolas) may be installed subject to prior approval of the design, material, finish stain color and usage of the covering and specific size and location requirements. No shade, wind or other coverings devices or roof coverings may be added to the structure's sides or roofing without specific approval by the ARC.

4.23 Roof material on dwellings 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 thereto on any Lot shall have a shingle color matching "True Definition-Oak Ridge Driftwood" as produced by Owens Corning. 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. Pitched roofs shall have a minimum slope of 6:12 on all buildings.

4.24 No fixed awnings, coverings, tents or other structures will be allowed to be erected on any site without prior approval by the ARC. Awnings that are an integrated part of an RV unit are allowed without approval by the ARC.

4.25 Address/name plaque posts must be of a style and material approved by the ARC.

Lots 326 - 336 Cottages
Sections 4.26 through 4.44 apply only to Lots 326 - 336

4.26 Buildings shall be constructed for Zero Lot Line Detached housing so one lot (referred to as the “servient estate”) will have walls on the adjacent lot’s (referred to as the “dominant estate”) courtyard area.

4.27 Said wall where adjacent to the dominant’s courtyard shall not contain any door, window, duct, or aperture of any kind which abuts or adjoins the dominant estate with the exception of transom style windows. Fences and walls that go beyond the dominant’s lot courtyard shall be architecturally and aesthetically compatible with the adjoining building; and replacement and maintenance shall be of the same type, height, materials, and structural components as constructed with the initial building construction. Said fences and walls shall be maintained in good condition and repair by the servient estate and shall not be removed, replaced, destroyed, or materially altered by the servient estate except by mutual agreement with the dominant estate.

4.28 All construction shall comply with the terms and conditions of the most recent copy of the Design Standards and rules and requirements of the ARC. The most recently approved Design Standards by the Association for Retama Village Subdivision are made a part of this document by reference.

4.29 The minimum living area (air conditioned area) for Lots 326 - 336 is to be 700 square feet. Living area shall mean the portion of a dwelling which is enclosed and customarily used for dwelling purposes but shall not include open porches, open terraces, breezeways, attached garages or dwelling accessory buildings.

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

4.31 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 thereto on any Lot shall have a shingle color matching "True Definition-Oak Ridge Driftwood" as produced by Owens Corning. 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. 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. 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.

4.32 All exterior field colors shall be approved by 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.

4.33 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.

4.34 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 to 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 commencement of construction, defined as the date of issuance of a building permit by City of Mission or thirty (30) days following the date the ARC gives final approval to the construction plans, whichever occurs first. Construction commenced and 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. Any violation of this Section will subject the owner of the lot to a fine of up to five hundred dollars (\$500.00) per day until the violation is corrected, as well as any and all other remedies that the Association may impose in accordance herein.

4.35 Any 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.

4.36 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.

4.37 Side yard easements are hereby granted to the owners of Zero Lot Line Detached Lots, which easements shall be appurtenant to the servient estates and which easements shall burden the dominant estates. Such side yard easements shall extend over the portion of the dominant estate five (5) feet in even width from any structure, wall, or fence constructed on the servient estate. Said side yard easements shall permit the footings, overhanging eaves, gutters of the buildings, and footings of fences or walls constructed on the servient estates to extend onto the dominant estates at heights no less than and extension distances no greater than as originally constructed. In the event that, by reason of the construction, settlement, or shifting of a building or fence, any part thereof nominally encroaches upon the dominant estate, valid easements for the use and maintenance of the encroachment shall be established for so long as all or any part of the building or fence remains standing; provided however, that in no event shall a valid easement for any; encroachment be created in favor of the servient estate if such encroachment occurred as a result of the willful conduct of said owner.

4.38 The dominant estate shall continue to enjoy said easement area for the purposes of landscaping, drainage, the establishment of a general recreational or garden area and purposes related thereto subject to the provisions herein, provided that any such wall or fence on the servient estate shall be deemed to run from the rear property line of such lot to the front property line thereof, whether or not such wall or fence actually runs the entire length of such lot.

4.39 The dominant estate shall not permit any activity on the side yard easement by household pets or other animals which would tend to cause damage or to undermine support for any wall, fence or structure on the servient estate which abuts or adjoins the dominant estate.

4.40 The owner of the servient estate shall have the right at all reasonable times, during daylight hours, to enter upon the easement area, including the right to cross over the dominant estate for such entry in order to perform work related to the use and maintenance of the servient estate.

4.41 The use of said easement area by the owner of a servient estate shall not exceed a period of thirty (30) days each year for essential maintenance.

4.42 In exercising the right of entry upon the easement area, the servient estate agrees to utilize reasonable care not to damage any landscaping or other items existing in the easement area; provided however, the servient estate shall not be responsible for damage to such landscaping or other items to the extent such damage could not be reasonably avoided in connection with such entry upon the easement area for authorized purposes.

4.43 The servient estate shall have the right of drainage over, across and upon the easement area for water draining off the roof of any dwelling or structure upon the servient estate, the right to maintain eaves and appurtenances thereto and portions of any dwelling structure upon the servient estate as originally constructed or as constructed pursuant to any restrictive covenant regarding architectural control. The dominant estate shall not place or permit the accumulation of any soil or fill material against any wall, fence or other structure on the servient estate which abuts or adjoins the side yard easement to a height which exceeds the original grading plan.

4.44 Except for roof drainage as hereinafter provided, the servient estate shall not have the right to concentrate drainage from the servient estate in, under, through or across the easement area without the prior written approval of the dominant estate. Thereafter, the servient estate shall have the right of entry upon the easement area for the installation and the subsequent maintenance and repair of such drainage system, providing that any damage to the landscaping or other items existing in the easement area shall be repaired at the sole expense of the servient estate and as soon as reasonably possible following the completion of such installation, maintenance or repair. The dominant estate shall not attach any object such as wires, trellises, utility meters, conduits or plantings to a fence or building belonging to the servient estate or disturb the grading of the easement area or otherwise act with respect to the easement area in any manner which would damage the servient estate. The dominant estate shall not cause or permit any offensive contact (including without limitation thereto, any pounding or bouncing of objects) with any wall, fence or other structure on the servient estate which abuts or adjoins the side yard easement.

ARTICLE FIVE
USE RESTRICTIONS

5.01 RESIDENTIAL USE. The Lots, and each and every one thereof, are to be used for 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 such premises or on any part thereof. No improvement of structure whatsoever may be erected, altered, placed, maintained or permitted to remain on any of the Lots without specific written approval by the ARC.

5.02 SETBACKS. All buildings, structures, outbuildings, and appurtenance are subject to the setback restrictions noted in the recorded plat of the Subdivision. Any variance thereof shall require approval of the City of Mission Zoning Board of Adjustments and the Association. If two (2) or more Lots or fractions thereof are consolidated into a single building site in conformity with the provisions of Section 5.03, these setback provisions shall be applied to such resultant building site as if it were one (1) original platted Lot.

5.03 RESUBDIVISION OR CONSOLIDATION. None of the Lots shall be resubdivided in any fashion except that any person owning two (2) or more adjoining Lots may subdivide or consolidate such Lots, with the privilege of constructing improvements as permitted in Section 5.02 hereof on each resulting building site, provided that such subdivision or consolidation does not result in any building site having a front line of less than the smallest of the original Lots.

5.04 EASEMENTS. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Subdivision. 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. There shall be no permanent concrete or paved slabs within any recorded side or rear easements.

5.05 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 Subdivision or 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. Only noncommercial and/or not-for-hire motor vehicles are allowed parking on any site, provided that commercial vehicles may be in the Neighborhood on an intermittent basis while making deliveries, in connection with the provision of a service or by request of the Association. Motor vehicles not currently licensed, boats, trailers, campers, or other vehicles shall not be permitted to be parked on any Lot subject to the exception for recreational vehicles being cleaned or loaded. Variances to vehicle parking may be granted by the ARC for if determined by the ARC that no interference to the enjoyment of the surrounding sites is caused by parking such vehicles. No vehicle of any kind may be parked on any street overnight. No major repair work (as determined by the ARC), 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 subdivision is prohibited. No motorbikes, motorcycles, motor scooters, "go-carts" or other similar vehicles shall be permitted to be operated within the Subdivision 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.

5.06 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 is prohibited, the occupancy thereof being limited to either guests or servants. Should any structure be destroyed or partially destroyed, the Owner shall immediately remove or rebuild said structure.

5.07 SIGNS. By purchasing a Lot, the Owner acknowledges that the Association may restrict signs of every character to the fullest extent allowed by law. The Association may designate allowed signs and establish rules for signs. Except for specifically allowed signs and any signs the Association is not permitted to restrict, any other sign or object (including for sale signs and for rent signs) that is visible from the street may not be installed without Association approval. The following signs are permitted:

- (a) one professionally made security service sign of not more than one square foot;
- (b) political yard signs which may be erected no earlier than the 90th day before an election, and which must be removed within 10 days after the election for which the sign is displayed;
- (c) 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;
- (d) a temporary sign identifying the home as the site of a social event is permitted for a maximum of 24 hours;
- (e) signs, billboards or other advertising devices displayed by Declarant for so long as Declarant or any successors or assigns of Declarant to whom the rights of Declarant under this section are expressly transferred, shall own any portion of the Bentsen Palm Development property; and
- (f) any sign the Association is not permitted by law to restrict.

Any other sign or object (including yard art, for sale signs, for rent signs) that is visible from the street may not be installed without ARC approval. Any violation of this Section after the Owner has been given ten (10) days' written notice of such violation will subject the Owner 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.

5.08 GARBAGE RECEPTACLES, LOT MAINTENANCE REQUIREMENTS. No Lot shall be used or maintained as 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 a Lot. All clotheslines, garbage cans, equipment, coolers, wood piles, storage sheds or storage piles shall be in a concealed area so as to not be visible from the front street. 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 front street 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.

5.09 GARBAGE RECEPTACLES; LOT MAINTENANCE REQUIREMENTS.

(a) The Owners or occupants of all Lots, at all times, 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 or improvements thereon as herein permitted.

(b) The drying of clothes where visible from the front street is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of them such default continuing after ten (10) days 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 or occupant of such Lot for the cost of such work.

(c) **Each assessment together with interest thereon at the rate of fifteen percent (15%) per annum 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.**

5.10 ANIMALS No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than a total of 4 combined dogs or cats or other similar and docile household pets kept, 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. Owners of animals must clean up feces in yards, sidewalks and 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. Any violation of this Section after the Owner has been given ten (10) days' written notice of such violation 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.

5.11 YARD APPEARANCES AND PARKING.

(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, without approval from the ARC.

(b) 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. The ARC will promulgate and publish vehicle size standards that are permitted on the front driveways of Lots. The standards will be generally based on the size (height, length, width) of a then current model of a Ford I-Ton model F-350 truck. The ARC reserves the right to allow any specific vehicle that is in substantial conformity with the promulgated size standards, at the sole determination of the ARC.

(c) The Association is interested in the appearance of Lots that are visible from the street and from neighboring homes. Some changes or additions to a Lot may defy easy categorization as an improvement, a sign or landscaping. This Section confirms that all aspects of a visible 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.

5.12 PROHIBITED ACTIVITIES.

(a) No professional, business, or commercial activity to which the general public is invited or allowed shall be conducted on any Lot. Major auto maintenance and/or repair 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. The Association, prior to commencement of such use, must approve any use of a Lot other than as a single-family residence.

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

(c) Capturing, trapping, or killing of wildlife is prohibited within the Subdivision and the Neighborhood, except in circumstances posing a threat to safety. By purchasing a Lot, the Owner acknowledges that this prohibition extends throughout Bentsen Palm Development.

(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 function events as permitted under the Master Declaration and made a part by reference.

5.13 UTILITY LINES AND ANTENNAS. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead unless 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 a street unless a part of the initial development infrastructure. Any waiver of these restrictions with respect to a specific Lot, line or antenna shall not constitute a waiver as to 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 standards established from time to time by the ARC for individual reception of service 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.

5.14 DRIVEWAYS. Driveways must be constructed of concrete. Any decorative covering, painting, stamped or surface alteration of a driveway, where visible from the street, must be approved by the ARC prior to such decorative item installation.

5.15 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 it deems appropriate. There shall be no obstruction of any part of the Common Area Properties, which are intended to remain unobstructed for the reasonable use and enjoyment thereof. No Owner shall appropriate any part of the Common Area to his exclusive use, nor shall any Owner do anything, which would violate the easements, rights, and privileges of any Owner in regard to any portion of the common areas herein permitted. No Owner shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure or improvements or store any of his personal property on the Common Areas without the written consent of the Association first obtained. 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 responsible.

5.16 SOLAR ENERGY DEVICES. During the Development Period, solar energy devices may be prohibited by Declarant. After the Development Period, Solar energy devices are prohibited to the extent that any such device:

- (a) as adjudicated by a court, threatens the public health or safety; or violates a law;
- (b) is located on property owned or maintained by the Association;
- (c) is located on property owned in common by the members of the Association;
- (d) is located in an area on an Owner's property other than: on the roof of the home or of another structure allowed under this Declaration or the Master Declaration; or in a fenced yard or patio owned and maintained by the Owner;

- (e) if mounted on the roof of the home: extends higher than or beyond the roofline; is located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device as provided by the Texas Property Code; does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;
- (f) if located in a fenced yard or patio, is taller than the fence line;
- (g) as installed, voids material warranties; or
- (h) was installed without prior approval by the ARC within a reasonable period.

Additionally, the ARC may withhold approval for installation of a solar energy device if the ARC determines in writing that the placement of the device as proposed by the Owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities.

ARTICLE SIX FUTURE SUBDIVISION DEVELOPMENT

6.01 Declarant, its successor or assigns, reserve the right to use all easements and streets in the Subdivision in connection with future residential development near the Subdivision. Owner shall not have a claim or whatsoever kind or nature based upon such use.

6.02 All Common Areas within the Neighborhood, including but not limited to landscape areas, community recreation facilities, streets, entry structures and other common area elements are donated to the Association by plat declaration and the Declarant reserves all rights to use such facilities and link such facilities to future phases of the Neighborhood.

ARTICLE SEVEN
GENERAL PROVISIONS

7.01 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 the 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.

7.02 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. The Declaration shall be effective for a term of thirty (30) years from the date this Declaration is recorded, after which automatically extended for successive periods often (10) years unless specifically agreed to the contrary by a written agreement executed by the Association and Owners owning not less than seventy-five percent (75%) of the Lots and recorded in the Official Records of Hidalgo County, Texas.

7.03 AMENDMENT. This Declaration may be amended, modified, and/or changed as follows:

(a) during the Development Period, Declarant may amend or change this Declaration in any manner determined appropriate in Declarant's sole and absolute discretion;

(b) after the expiration of the Development Period, this Declaration may be amended or changed either upon the express written consent of Owners owning no less than fifty-one percent (51%) of the Lots or Owners entitled to cast at least fifty-one percent (51%) of the outstanding votes of the Association who are in attendance at a meeting called and held in accordance with the Bylaws of the Association.

Any and all amendments to this Declaration shall be recorded in the Office of the County Clerk of Hidalgo County, Texas.

7.04 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.

7.05 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.

7.06. CONFLICT. If conflict arises between the 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.

7.07 MASTER DECLARATION. The Master Declaration includes additional covenants, conditions, restrictions and easements that are applicable to the Subdivision. 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 3 day of July 2019.


DECLARANT:

RHODES ENTERPRISES, INC., a Texas corporation

By: 
NICK RHODES, President

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on July 3, 2019 by NICK RHODES, President of RHODES ENTERPRISES, INC., a Texas corporation, and on its behalf in said capacity.


Notary Public, State of Texas

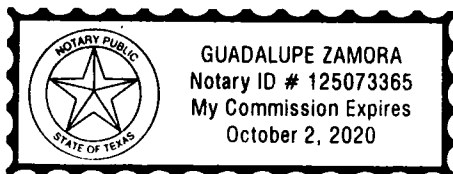


EXHIBIT "A"
LANDSCAPING AND IRRIGATION REQUIREMENTS
RETAMA VILLAGE PHASE V
at
BENTSEN PALMDEVELOPMENT

Bentsen Palm Development is committed to providing wildlife habitat and implementing natural resource conservation. 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. In addition to attracting birds and butterflies, by planting native and well adapted plants, water is conserved, the need for chemicals use is basically eliminated, and yards are filled with beautiful color, texture, and fragrance.

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

LANDSCAPING REQUIREMENTS:

1. 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.
2. All front and side yards shall be Hybrid Bermuda or proven low water use grass approved by ARC
3. 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.
4. All planting beds shall be mulched upon the initial installation and once annually thereafter. 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.
5. Certain invasive plant species are prohibited due to negative effects 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.

LANDSCAPE MAINTENANCE REQUIREMENTS:

In order to maintain the harmony and quality of the landscaping, including yards, plants and trees, of Retama Village, the regular periodic maintenance of the landscape must be obtained. The BPDA will provide regular and periodic maintenance of all lots within Retama Village to a standard and scope of services as promulgated by the Board and the contracted cost of such service will be billed to each Lot Owner as a SPECIAL ASSESSMENT under terms of the Master Declaration. The Scope of Services shall include periodic yard mowing, edging, trimming, bed cleaning and mulching and organic soil enhancement. Plant replacement of diseased or dead plants will be an additional cost to the specific lot owner. Irrigation system periodic inspection is to be included in the Scope of Services; however any required repair or replacement of components or required testing, repair or replacement of the backflow prevention device of a specific lot's irrigation system is to be an additional cost to the specific lot owner.

Any fencing, walls or barrier landscaping that restricts the access for regular maintenance of landscaping and requires alternate access, alternate equipment or manual maintenance procedures may, at the sole discretion of the BPDA, result in an additional charge to the owner.

By accepting ownership of any lot, an Owner agrees to such Special Assessment charge and will promptly pay such Special Assessment to BPDA. BPDA will contract the services to a third-party contractor which may include the Declarant or an affiliate company of the Declarant under guidelines listed in the Master Declaration.