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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

FOR WESTGATE WOODS SUBDIVISION UNIT #1 Vol. 3412 Page 793

DOC# 304271

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HIDALGO)

WHEREAS, Westgate Properties, a Partnership of Bob L. Davis & Hidalgo Mortgage Co, Inc., a Texas Corporation of 607 International Ave., Weslaco, Texas, hereinafter jointly called Developer is Owner of all that certain real property located at Mile Six (6) West & Mile 5 1/2 North, near Weslaco, Hidalgo County, Texas, known as Westgate Woods Subdivision Unit #1. As described on attached Exhibit "A".

WHEREAS, the Developer will convey the lots as described on the plat of the subdivision, subject to certain protective covenants, set forth, pursuant to an established general plan for the improvement, development and sale of said property.

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

OWNER

1.01. "Owners" 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 obligations.

PROPERTIES

1.02. "Properties" shall mean and refer to that certain real property herein described, and any additions thereto.

LOT

1.03. "Lot" shall mean and refer to that portion of any of Westgate Woods 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.

ARCHITECTURAL CONTROL
ARCHITECTURAL CONTROL COMMITTEE

2.01. Developer shall designate and appoint the initial Architectural Control Committee ("Committee") consisting of three (3) qualified persons in addition to Developer, which committee shall serve until December 31, 1993. If any member becomes unable or unwilling to continue to serve during such term, Developer shall appoint a successor to finish the respective term. After December 31, 1993, Bob L. Davis will continue to serve as a member of the Architectural Committee until all building plots in said subdivision are sold and no longer owned by the Developer. Thereafter the Developer shall continue to appoint Bob L. Davis and three other property owners annually as long as there remain any undeveloped building plots. After all lots have been developed then the Owners of lots will elect or appoint a Committee of three (3) persons annually from the group of Owners. The committee members shall remain in office until such time as the owners or shall elect new committee members.

2.02. Function. The Committee shall perform the functions provided for and consistent with the provisions of this Declaration.

APPROVAL OF PLANS AND SPECIFICATIONS

2.03. No building, fence, wall, road, driveway or other structure shall be commenced, erected, altered or maintained upon the properties, nor shall any exterior addition to, or change or alterations therein, be made, except as set forth below, until samples of the brick or exterior paint (if brick is not to be used) and roofing materials, and the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted, to, and approved in writing by, the Committee.

FAILURE OF COMMITTEE TO ACT

2.04. In the event that any plans and specifications are submitted to the Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of Thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been made. The owner providing such plans to the committee shall do so in writing and shall obtain a written receipt setting forth the time and date of delivery and such receipt shall be extended in writing by a committee member.

FAILURE TO COMPLY

2.05. In the event that any lot owner fails to comply with any provision of the agreement then and in that event, the committee or any lot owner may enforce the terms hereof either at law or in equity and shall have the right to seek injunctive relief. The prevailing party in such action shall be entitled to receive its

reasonable attorney's fees and costs of court as may be awarded by a court of competent jurisdiction.

ARTICLE THREE

LOT MAINTENANCE

3.01. In the event an Owner of any Lot shall fail to maintain the premises in a neat and orderly manner, the Developer or the Committee shall have the right, through its agents and employees, to enter upon said Lot and to, maintain, and clean the Lot at the expense of Owner.

ARTICLE FOUR

USE RESTRICTIONS RESIDENTIAL USE

4.01. Such lots, and each and every one thereof, are for single-family residential purposes only not to exceed two stories in height. No building or structure intended for or adapted to business purposes, and no apartment house, mobile or manufactured home, lodging house, rooming house, or other multiple-family dwelling shall be erected, placed, permitted, or maintained on such premises, or on any part thereof. No improvement or structure whatever, other than a private dwelling house, patio walls, swimming pool, garage, or servants' quarters may be erected, altered, placed, maintained or permitted to remain on any lot in such premises, without the express written consent of the Committee.

4.02. Any single story residence constructed on said Lots must have a ground floor area of not less than 1,900 square feet, exclusive of open or screened porches, terraces, patios, driveways, and garages. A two story residence must contain not less than 1,900 square feet. The ground floor must contain a minimum of 1,500 square feet of living area, exclusive of open or screened porches, terraces, patios, driveways, and garages. The exterior walls of any residence shall consist of not less than Sixty percent (60%) masonry or masonry veneer construction, unless the unanimous consent of the Committee approves a variance. Roofs may be of material of at least composition wood shake shingles, mission tile or metal roof. Composition roof 240 pound per square or better, metal roof must be individually approved by the Committee based on color, design, and harmony with existing structures in the subdivision. No block or tile exterior walls shall be permitted unless stucco or plaster is applied as a finish and prior written Committee approval has been obtained. Such stucco or plaster must be a minimum of 7/8" thick of harmonious texture and painted with a non-noxious color. No evaporative cooler or air conditioning units shall be placed, installed, or maintained on the roof or wall of any building or structure. All coolers and air conditioning units shall be concealed from view from the front of the residence lot.

SETBACK

4.03. No building shall be erected on Lots Two (2) through Twenty-four (24) nearer than Thirty feet (30') to the front line or side street nor with the building front farther from the front property line than Sixty-five feet (65') nor closer than Fifteen feet (15') to the side interior building plot lines. On Lot One (1)

& Lots Twenty-five (25) through Twenty-nine (29) no building structures, outbuildings or appurtenances will be built nearer than Sixty feet (60') to the West Lot line or with building front more than Eighty-five feet (85') from West Lot line. No buildings structures, outbuilding and appurtenances shall be nearer than 30 feet to any side street. All buildings, structures, fences, outbuildings, and appurtenances are subject to the setback restrictions set out in the plat of Westgate Woods Subdivision plat. If two (2) or more Lots, or portions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 4.04, these setback provisions shall be applied to such resultant building site as if it were one (1) original, platted Lot.

RESUBDIVISION OR CONSOLIDATION

4.04. None of said Lots shall be resubdivided in any fashion.

EASEMENTS

4.05. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, 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.

OCCUPANCY

4.06. 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 the approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home, or other temporary structure shall be placed or erected upon any lot either permanently or temporary except during the construction of a permanent structure. Said temporary structure may not be used as living quarters at any time and must be removed immediately upon completion of permanent structure. Rental of servants' quarters is prohibited, the occupancy thereof being limited to either guests or servants. Should a structure be destroyed or partially destroyed by any means the Owner shall immediately remove the debris or rebuild the said structure.

TIME TO COMPLETE

4.07. With reasonable diligence, and in all events within Nine (9) months from the commencement of construction (unless completion is prevented by war, strikes, or act of God) any dwelling commenced shall be completed as to its exterior and all temporary structures shall be removed.

No signs of any character shall be allowed on any Lot except one sign of not more than Six (6) square feet advertising the property for sale or rent; provided, however, that Developer and any other persons or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction to erect a sign not to exceed twenty (20) square feet.

GARBAGE TANKS, EQUIPMENT, ETC.

4.09. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. 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 antennas, clotheslines, garbage cans, equipment, coolers, wood piles, or storage piles shall be walled or fenced in to conceal them from the view of neighboring lots, roads, or streets. Plans for all enclosures of this nature must be approved by the Committee prior to construction.

ANIMALS

4.10. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that no more than Two (2) dogs and Two (2) cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Household pets must be confined to an area on the property of the owner and when off the property of the owner such pets must be accompanied by some person and restrained by proper leash or other device.

FENCES, WALLS AND AIR CONDITIONING UNITS

4.11.(A) No fence or wall, shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than the main residence on such Lot. Developer will be permitted to build a decorative subdivision entry fence. No fence shall be erected or maintained on any Lot until first approved by the Committee in writing.

4.11.(B) All fences shall be constructed of western cedar, redwood, or masonry, brick or combination of masonry, brick and cedar or redwood, only. There shall be no chain-link fences of any other material whatsoever, facing on the street unless completely concealed within a fence constructed in accordance with this subparagraph. All fencing shall be minimum height of Four (4) feet and shall not be higher than Six (6) feet.

TRUCKS, BUSES, BOATS AND TRAILERS

4.12. No truck, bus, trailer, boat, R.V., commercial vehicle, or equipment shall be left parked or placed on any street in the subdivision; and shall not be permitted to be parked on any lot except for construction and repair equipment while a residence or residences are being built or repaired on such lot; and no truck,

bus, boat, R.V. or trailer shall be parked on the driveway or any portion of the lot in such manner as to be visible from any street in the subdivision.

PROHIBITED ACTIVITIES

4.13. No noxious or offensive trade or activity shall be conducted upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No professional, business, or commercial activity to which the general public is invited or allowed shall be conducted on any lot.

FIREARMS

4.14. The use or discharge of firearms, pellet or air guns, air rifles and the use of fireworks is prohibited within the subdivision.

UTILITY LINES AND ANTENNAS

4.15. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead except during construction. Overhead lines on poles will be permitted only on the perimeters of the subdivision. No exposed or exterior radio or television transmission or receiving antennas including satellite dishes shall be erected, placed, or maintained on any part of such premises, unless hidden from view from any street in the subdivision.

GARAGE

4.16. Carports are prohibited. No garage or other outbuilding shall be placed, erected, or maintained upon any part of such premises except for use in connection with a residence already constructed or under construction at the time that such garage or other outbuilding is placed or erected upon the property. Nothing herein shall be construed to prevent the incorporation and construction of either attached or detached garage as a part of such dwelling house. Front entry garages are expressly prohibited.

DRIVEWAYS

4.17. Driveways must be constructed of concrete, brick, or other material receiving the written approval of the Committee.

SEWERAGE

4.18. No outside toilets will be permitted or shall be located or maintained on any lot in the subdivision except approved portable units during the construction of any dwelling.

FUTURE SUBDIVISION DEVELOPMENT

5.01. Developer, his heirs, or assigns, reserve the right to use all easements, and streets in these properties in connection with future residential development near the properties herein described. No Owner shall have a claim for reimbursement damages, injunctive relief, or any claim of whatsoever kind or nature based upon such use.

ARTICLE SIX

GENERAL PROVISIONS
ENFORCEMENT

6.01. The Developer, or any Owner, shall have the right but not the obligation to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SEVERABILITY

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

DURATION AND AMENDMENT

6.03. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Developer or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and unless amended as provided herein, shall be effective for a term of Twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall remain in force and effect until this Declaration is amended, altered or removed by an instrument signed by not less than 75% of the then Lot Owners after the expiration of the primary term. No amendment shall be effective until recorded in the Deed Records of Hidalgo County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained in writing.

6.04. A waiver or modification of any of the provisions, requirements, conditions, or restrictions herein contained by the

Committee shall not be construed as a waiver of future enforcement of such provision, requirement, condition or restriction, except as to the condition, requirement or restriction waived in writing by the Committee.

EXECUTED by the said Developer, this 26th day of January, of 1993.

WESTGATE PROPERTIES, A PARTNERSHIP
COMPOSED OF:

BY: *Bob L. Davis*
BOB L. DAVIS, PARTNER

HIDALGO MORTGAGE CO., INC.,
A TEXAS CORPORATION

BY: *Margaret L. Mc Allen*
MARGARET L. MC ALLEN, PRESIDENT
PARTNER

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 26th of January, 1993, by BOB L. DAVIS, Partner of Westgate Properties, a Partnership on behalf of said partnership.



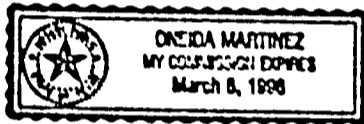
Forrest L. Jones
Notary Public, State of Texas
FORREST L. JONES

Printed Name of Notary
My Commission Expires: 5-2-93

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 26th of January, 1993, by MARGARET L. McALLEN, President of Hidalgo Mortgage Co., Inc., a Texas Corporation on behalf of said corporation, as Partner of Westgate Properties, on behalf of said partnership.

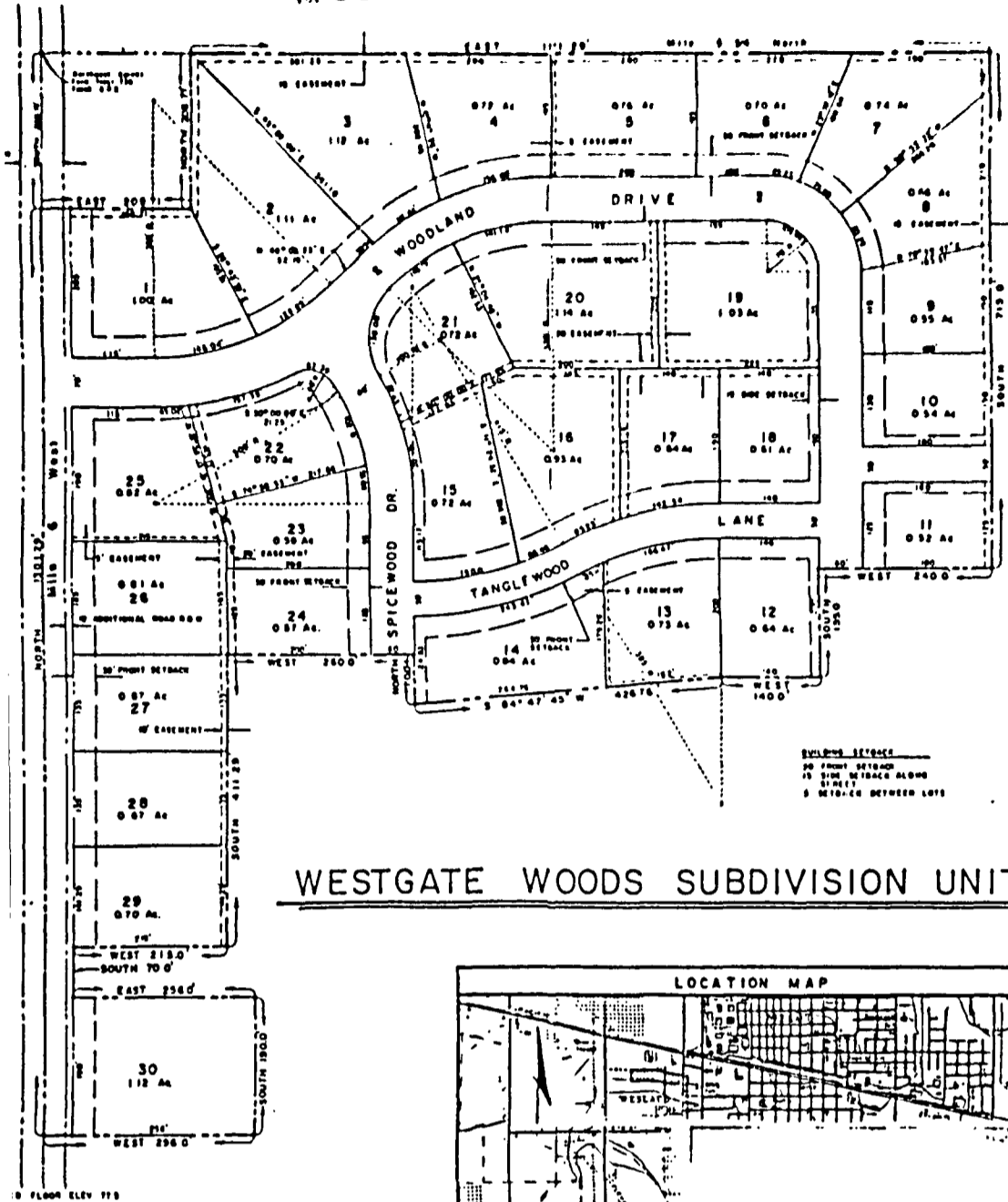


Oneida Martinez
Notary Public, State of Texas

Oneida Martinez
Printed Name of Notary
My Commission Expires: 3-6-96

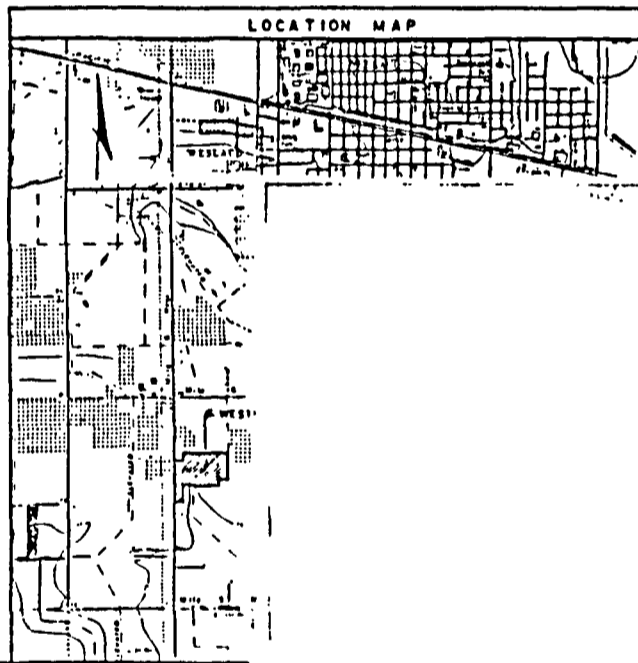
CHARGE AND RETURN TO:

Anita G. Lozano
JONES, GALLIGAN & KEY
P. O. Drawer 1247
Weslaco, Texas 78596



NOTE:
 1. The developer or subsequent shall connect to the city sewer services become available.
 2. One dwelling per lot.
 3. A minimum of 1900 square feet

WESTGATE WOODS SUBDIVISION UNIT NO. 1



1575-7004 B
 DIVISION MAP OF THE 200'-YEAR FLOOD
 1-1000 FLOOD OR CERTAIN SHORT DURATION
 FLOODING DATA AVAILABLE BEFORE 1955
 4 FEET FOOT OR MORE THE CONTIGUOUS
 1 AND 2 FEET FROM ONE SIDE AND 3
 5 PROTECTED BY LEVEES FROM THE SAME FLOOD

AGE STATEMENT:
 Water Runoff From Phase I
 Applied Over Balance Of Owners
 15

that as of December 7, 1992, to the best of our knowledge
 of wells within 150 ft. of the property encompassed by Westgate
 No. 1.

Westgate Woods Subdivision Unit No. 1, a subdivision containing 20.10 acres of land, being out of Farm Tract 730, Block 165, West Tract Subdivision, Llano Grande Grant, and being more particularly described as follows:

Beginning at a point along the West line of Farm Tract 730, South a distance of 208.71 ft. from the Northwest corner of said Farm Tract 730 for a corner and point of beginning of this tract of land;

Thence, East a distance of 208.71 ft. to a found 1/2-inch rebar for a corner;

Thence, North a distance of 208.71 ft. to a found 1/2-inch rebar for a corner;

Thence, East a distance of 1,111.29 ft. to a set 1/2-inch rebar for the Northeast corner of this parcel of land;

Thence, South a distance of 715.00 ft. to a set 1/2-inch rebar for the Southeast corner of this parcel of land;

Thence, West a distance of 240.00 ft. to a set 1/2-inch rebar for a corner;

Thence, South a distance of 155.00 ft. to a set 1/2-inch rebar for a corner;

Thence, West a distance of 140.00 ft. to a set 1/2-inch rebar for a corner;

Thence, South 84° 47' 44" West a distance of 426.76 ft. to a set 1/2-inch rebar for a corner;

Thence, North a distance of 70.00 ft. to a set 1/2-inch rebar for a corner;

Thence, West a distance of 260.00 ft. to a set 1/2-inch rebar for a corner;

Thence, South a distance of 411.29 ft. to a set 1/2-inch rebar for a corner;

Thence, West a distance of 215.00 ft. to a set 1/2-inch rebar on the East right-of-way line of Mile 6 West;

Thence, continuing along the East right-of-way line of Mile 6 West, South a distance of 70.0 ft. to a set 1/2-inch rebar for a corner;

Thence, East a distance of 256.00 ft. to a set 1/2-inch rebar for a corner;

Thence, South a distance of 190.00 ft. to a set 1/2-inch rebar for a corner;

Thence, West a distance of 256.00 ft. to a set 1/2-inch rebar on the East right-of-way line of Mile 6 West, in all a total distance of 296.00 ft. to the centerline of said Mile 6 West and the Southwest corner of this tract of land;

Thence, North along said centerline of Mile 6 West a distance of 1,301.29 ft. to the POINT OF BEGINNING, AND CONTAINING 28.10 acres, more or less.

STATE OF TEXAS
COUNTY OF HIDALGO

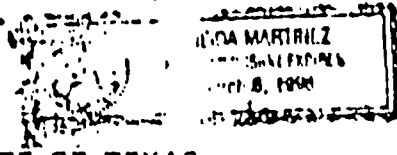
We, the undersigned, owners of the land shown on this plat and designated herein as Westgate Woods Subdivision Unit No. 1, a subdivision to Hidalgo County, Texas, and whose names are subscribed hereto, approve, accept, and adopt the accompanying map of said subdivision, and hereby dedicate to the use of the public streets, alleys, parks, water courses, drains, easements, and all public places thereon shown for the purpose and consideration therein expressed.

Bob L. Davis
Bob Davis

Margaret L. McAllen President
Margaret L. McAllen
Hidalgo Mortgage Co.

Before me, the undersigned authority, on this day personally appeared Bob Davis and Margaret L. McAllen known to me to be the persons whose names are subscribed to the foregoing Instrument, and acknowledged to me that they executed the same for the purposes and considerations therein stated.

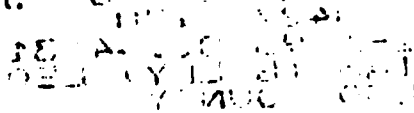
Given under my hand and seal of office this 4th day of November, 1992.



Alicia Martinez
Notary Public, Hidalgo County, Texas

STATE OF TEXAS
COUNTY OF HIDALGO

I, the undersigned, a Registered Public Surveyor and Engineer in the State of Texas, hereby certify that this plat is true and correctly made, and is prepared from an actual survey on the property made under my supervision on the ground, and further certify that proper engineering consideration has been given to this plat.



William R. Shea
William R. Shea, RPS 13772, PE 124573

I, the undersigned, Mayor of the City of Weslaco, hereby certify that this subdivision plat conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required.

Gene Brought
Mayor, City of Weslaco



STATE OF TEXAS
COUNTY OF HIDALGO

This plat of Westgate Woods Subdivision Unit No. 1 has been submitted to and considered by the Planning and Zoning Commission of the City of Weslaco, Texas, and is hereby approved by such Commission.

Dated this 21 day of October, 1992.

Ray F. Alaniz
Chairman
Adrian Garcia
Secretary

I, the undersigned, Judge of the County of Hidalgo, hereby certify that this Subdivision Plat conforms to all requirements of the Subdivision Regulations of this County wherein my approval is required.

J. Edgar Ruiz, County Judge - Hidalgo County

FILED FOR RECORD
DOC# 304271 \$30
02-02-1993 02:44:31
WILLIAM (BILLY) LEO
HIDALGO COUNTY