

AMENDED AND RESTATED  
COVENANTS, STIPULATION AND RESTRICTIONS  
ADOBE WELLS SENIOR CITIZEN SUBDIVISION  
HILDALGO COUNTY, TEXAS

THE STATE OF TEXAS  
COUNTY OF HIDALGO

**(DOC # 316571)**

The ADOBE WELLS HOMEOWNERS ASSOCIATION, INC., Charter Number 00644638-01, a Texas Corporation (hereinafter called CORPORATION), being the Administrator of the hereinafter described property, by virtue of Agreement and Addendum to Agreement filed in Official Records, Hidalgo County, Texas, Vol. 1912, page 613 and 619, does hereby make and publish the following Covenants, Stipulations and Restrictions which are to apply and to become a part of all contracts of sale, deeds or other legal instruments whereby title or possession is transferred from one entity to another, hereby amending all restrictive Covenants heretofore applicable to the hereinafter described real estate:

Tract No. 1 Adobe Wells, a resubdivision of the South twenty acres of Lot 297, John H. Shary Subdivision of Porciones 58,59, and 60, in Hidalgo County, Texas, as per map or Plat in Vol. 19, at page 100, of the Map or Plat Records of Hidalgo County, Texas, save and except the Southwest 0.888 acres of Lot 297, Deed Records of Hidalgo County, Texas, Vol. 2067 – page 707, Vo-l. 2585 – page 19, Vol. 2591 – page 378, hereinafter referred to as Section 1, Adobe Wells.

Tract No 2: The East five acres of Lot 287 and the West ten acres of Lot 288, John H. Shary Subdivision of Porciones 58, 59, and 60, Hidalgo County, Texas, according to the Map thereof recorded in Vol. 20 – page 166 of the Map Records, Hidalgo County Texas, together with a 0.14 acre tract being the abandoned canal right –of way adjacent to the East five acres of Lot 287, Deed Records of Hidalgo County, Texas, Vol. 2718 – page 724 and Vol. 2886 – page 689, a part of what is hereinafter referred to as Section II, Adobe Wells.

Tract No 3: A tract of land containing 17.68 acres out of Lot 287, and abandoned right of way adjacent thereto, John H. Shary Subdivision, Porciones 60, Hidalgo County, Texas, according to map thereof recorded in Vol. 20 – page 166 of the Map Records, Hidalgo County, Texas, Deed Records of Hidalgo County, Texas, Vol. 2718 – page 724 and Vol. 2886 – page 689, another part of what is hereinafter referred to as Section II, Adobe Wells

Tract, No. 4: The East One-Half of the West One-Half of Lot 288, John H. Shary Subdivision of Porciones 58,59, and 60, Hidalgo County, Texas recorded in Vol. 24 – page 50A, Map Records of Hidalgo, County, Texas, Deed Records of Hidalgo County, Texas Vol. 2718 – page 724, hereinafter referred to as Section III, phase 1.

Tract No. 5: The North 214.05 feet of Lot 278, John H. Shary Subdivision, Hidalgo County, Texas, according to Map recorded in Vol. 1 –page 17. Map Records of Hidalgo County, Texas, Deed Records of Hidalgo County, Texas, Vol. 2718 – page 724, hereinafter referred to as Section III, phase 2:

To all of which the undersigned does hereby bind itself as the Sole Owner, save and except all numbered lots.

## ARTICLE I

Purchase of a lot or lots in Adobe Wells Subdivision immediately confers membership in the Corporation, and members are subject to these Covenants, the By-Laws, and any Rules and Regulations duly adopted by the Corporation.

## ARTICLE II

Section 1: No lot shall be used except for residential purposes, and no home shall be occupied by more than two (2) residents, unless a variance is granted in written form by the Board of Directors on an individual basis. In-House guests, children or adult, are permitted to visit for no more than fifteen (15) consecutive days. No business of any nature shall be conducted on or from any lot. No leasing or sub-leasing of lots will be permitted without written approval of the Board of Directors.

Section 2: No 40' x 80' or larger lot shall be used for any purpose other than a manufactured mobile home with a minimum box area of 784 square feet (outside dimensions). Only Recreational Vehicles or manufactured mobile home with a maximum of 400 square feet shall be installed on the lots in Section II that are designated with the letter "T" after the number, as shown on recorded plat map Vol. 20 – page 166, I, as shown on recorded plat map, Vol. 19 – page 100, Map Records, Hidalgo County, Texas.

Section 3: No structure of a temporary character shall be used on any lot, at any time, as a residence, either temporarily or permanently. No motor home, or recreational vehicle, shall be stored on a lot or used as an additional residence, temporarily, or permanently on a lot.

## ARTICLE III

The following restrictions regarding easements and set-backs apply to respective types of lots indicated below:

In Section I Adobe Wells street pavement is approximately 22 foot. Plat Map dedicates 30 foot right-of-way in most instances. Thus, the front lot line is about 4 foot in from the street. There shall be no structure on the front 10 foot of a platted lot (14 foot from the street). In addition, on rectangular lots there is a 5 foot set-back from each side lot line on which no permanent structure or overhang is permitted.

In Section II, with the exception of lots designated "T", and Section III, Adobe Wells streets are 30 foot wide. Plat map dedicates 40 foot right-of-way. Thus the front lot line is 5 foot in from the street. This 5 foot adjacent to the curb is reserved as a utility easement and is not part of the platted lot. There shall be no structure on the front 10 foot of a platted lot (15 foot from the street). In addition, there is a 5 foot set-back from each side line on which no permanent structure or overhang is permitted.

In Section II where lots are designated with a "T" after the number on the recorded plat map, street pavement is approximately 25 foot. Plat map dedicates 30 foot right-of-way. Thus, the front lot line is approximately 2-1/2 foot from the pavement.

On rectangular "T" lots the following set-back must be maintained: at least 5 foot from front property line (7-1/2 foot from street) and at least 4 foot from each side line.

On parallelogram lots in Section I and in Section II the following set-backs must be maintained: at least 5 foot from the front property line to the nearest corner of a structure, either a RV, mobile home or canopy, and at least 4 foot from each side lot line. "Tip Outs" shall not extend into the side lot line set-back area.

In all Sections of Adobe Wells, 20 foot alleys have been platted. In 1990 most of the Homeowners in Adobe Wells petitioned the City of McAllen to have the rear 5 foot set-back indicated on the plat maps released to the individual lot owners for structural purposes. The petition was granted. If any lot owner intends to utilize the rear 5 foot of a platted lot for a structure, check with official records in the business office to ascertain if the 5 foot in question has been released by the City of McAllen. If not, one may petition the City of McAllen on an individual basis for such release. If such release has not been recorded by the City, a 5 foot set-back from rear lot line must be observed on rectangular lots in Sections I, II and III; parallelogram lots in Sections I and II must maintain a set-back at least 4 foot from corner of any structure to the rear property line.

Corner slice areas must be adhered to at both street and alley. No Structure is to be within the triangle measured 20 foot each way from the corner point of the property line and a line connecting the two points.

#### ARTICLE IV

Section 1: Anything other than a newly manufactured mobile home and/or Recreational Vehicle must receive written approval by the Board of Directors before being permanently installed on any lot. Mobile homes and/or Recreational Vehicles sold on site must obtain written approval from the Board of Directors to remain on the lot. In each instance, exterior of the building shall reasonably conform to the existing structures situated within the subdivision.

Section 2: Before any exterior construction, such as canopies, storage buildings or additions to mobile homes; the plans and specifications regarding such construction must first receive written approval by the Board of Directors. Such plans must reasonably conform to the existing structures situated within the subdivision. The plans must then be submitted to the Planning and Zoning Department of the City of McAllen for approval and Building Permit. Permit must be posted in a conspicuous location until work is complete. When there are two standards on any one subject, the more stringent shall prevail.

Section 3: All gas, water and electrical installations therein must comply with the City of McAllen Building Codes.

#### ARTICLE V

The Corporation, its successors and assigns, hereby expressly reserve the exclusive right, at its option, to purchase any lot on the same terms and at the same price as any bona fide offer to purchase said lot or lots received by any lot owner and which said lot owner desires to accept. Upon receipt of a bona fide offer, and each time such offer is received, said lot owner shall immediately notify the Corporation in writing of the full details of such offer, including the name and address of the offeror, where upon the corporation shall have fifteen (15) days after receipt of such notice in which to elect to exercise the corporation's right to purchase received by said lot owner and conveys the lot pursuant thereto, such conveyance shall be subject to this refusal purchase option, which option shall continue in effect and apply to other bona fide offers to purchase thereafter received by the new owner of the lot. In other words, the first refusal purchase option shall continue in effect and inure at all times for the benefit of the Corporation, its successors and assigns, and be binding on all lot owners, their heirs, executors, successors and assigns, so long as these covenants, stipulations and restrictions are in effect.

#### ARTICLE VI

Section 1: All lots and improvements thereon must be kept neat in appearance at all times. Should the lot owner fail to keep the lot maintained in an attractive manner, Corporation may eliminate the unattractive conditions and exact from said owner a reasonable charge for said service, and the secure the payment thereof a mechanics and materialmans lien is hereby reserved unto corporation.

Section 2: No sign of any kind shall be displayed to public view on any lot without written consent of the Board of Directors.

Section 3: No over-night or permanent parking shall be allowed upon the streets or alleys of the subdivision. All parking must be done within the lot boundaries. Except for loading or unloading, commercial trucks may not be parked on any lot, street or alley.

Section 4 The overhauling or repair of any vehicle is expressly prohibited with the subdivision. No additional trailer, motor home, commercial truck, machinery, boats, appliances or unsightly material shall be used, placed or openly stored or occupied on any lot. Separate storage space is available for said items.

#### ARTICLE VII

No noxious or offensive activity shall take place on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision. The Board of Directors shall be the sole and exclusive judges as to what constitutes an annoyance or nuisance.

#### ARTICLE VIII

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. Bona fide domestic pets may be kept, if confined, unless and until such pet shall be determined by the Board of Directors to be an annoyance or nuisance as provided for in Article VII above. No pet shall be permitted to run loose within this subdivision. Fences shall not be constructed on any lot; outdoor clothes lines shall not be installed on any lot.

## ARTICLE IX

Section 1: All lots in Adobe Wells Subdivision are hereby subjected to Maintenance Fees which are determined by the Corporation; such Fees are payable to the Corporation in advance, quarterly, semi-annually, or annually, to be used to maintain, operate and manage corporate properties, to mow residential lots and to pick up garbage and trash. All funds collected shall be combined into a single fund to be expended by the corporation for the common good and benefit of the Corporation, without regard to the amount collected from each section, when used in good faith in the expenditure of said funds shall be binding, final and conclusive on all parties of interest. The Maintenance Fee may be adjusted from time-to-time so as to reflect the actual cost of providing such services; and such Fee provision shall be in effect for the duration of these Covenants, Stipulations and Restrictions.

Section 2: If the Maintenance Fee cannot realistically be expected to cover the cost of a manor project, the corporation membership may from time to time levy an Assessment. To secure the payment of Maintenance Fees and/or Assessment, a Mechanics and Materialmans Lien is hereby reserved unto the Corporation.

Section 3: Payment of the applicable Developed Lot Maintenance Fee (and Assessment, if pertinent) entitles lot owner or tenant the use of the various recreational facilities. Such privileges are transferred to tenant only if lot owner is in full compliance with these Covenants.

Section 4: Guests of owner or tenant may use the golf course facilities by paying a Guest Fee as stipulated in Rules and Regulations adopted by the Corporation.

Section 5: At the present time, there is only one water meter and one gas meter servicing Section I Adobe Wells. These systems shall, therefore, be operated by dividing the cost of the charges equally between the using lot owners. If this arrangement does not prove to be a satisfactory solution to the problem, the Board of Directors may elect to have individual meters installed at the cost of each individual lot owner. A mechanics' and materialmen's lien is hereby reserved unto the Corporation to secure payment of this charge.

## ARTICLE X

The Corporation intends to restrict the use of the property so that it is a private, residential, adult subdivision in which substantially each of all of its lots are occupied by at least one person fifty-five (55) years of age or older, and the restrictions, stipulations and conditions set out below are designed to maintain this intent.

Section 1: Children under eighteen (18) years of age may visit for a period of not more than fifteen (15) consecutive days. No children shall be permitted to use the amenities unless accompanied by an adult.

Section 2: The Adobe Wells Subdivision is intended and operated as a whole as housing for persons aged 55 and older and is planned, marketed and designed to meet the physical and social needs of older persons. There shall be no child or children under 18 years of age in residency in this Subdivision. Occupancy is restricted to situations wherein at least on person who is 55 years of age or older, per lot or residence, is in residence; temporary and limited absences excepted. Also excepted are instances where such qualifying occupancy involuntarily ceases die to death or physical or mental disability of the qualifying person 55 years of age or older. Also exempted from the provisions of this Section (2) shall be properties not in compliance with such provision at the time of the recording of this Document; all instances of this exemption will cease upon any subsequent conveyance by sale, lease, or otherwise, of the lot or residence.

Section 3: No resident property in the Subdivision shall be conveyed, whether by sale, lease, release, or renewal of existing lease, to any party buying, releasing or renewing a lease for the benefit of an identified or prospective occupant grouping without at least one member of such identified or prospective occupant grouping being fifty-five (55) years of age or older. Nothing contained in this section shall prohibit the conveyance of property to:

- A. Parties taking possession and/or ownership of such property for the benefit of one or two persons ages 55 or older and such person or persons in fact being the actual occupants of such property; or
- B. Households purchasing or acquiring by inheritance property for future occupancy for such future time when at least on person belonging to such household is 55 years of age or older.

Section 4: By acceptance of a conveyance of a piece of property in this subdivision, the GRANTEE or GRANTEES therein contracts and agrees to be bound by the above rules and prohibitions. Any Owner who allows his TENANT or TENANTS to violate any of these covenants shall be liable and held responsible for his TENANT'S acts. It shall be the duty of every owner acting as a seller or lessor of a lot in this Subdivision to furnish the new or prospective purchaser or tenant with a copy of theses Covenants, Stipulations and Restrictions, and specific notification concerning all aspects of ARTICLE X at the time sale or lease of such lot. Violation of these Covenants shall result in immediate and irreparable loss of property value to other OWNERS.

#### ARTICLE XI

The governing body of the Corporation shall be elected in accordance with the By-Laws adopted by the Corporation; no person so elected shall be entitled to any form of compensation for services performed pursuant to these Covenants.

#### ARTICLE XII

Section 1: Theses covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of a least 75% of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 2: Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, The power and authority to enforce the covenants may be exercised by the ADOBE WELLS HOMEOWNERS ASSOCIATION, INC.

Section 3: The waiver or invalidation or any one or more of these Covenants, Stipulations and Restrictions by court order, judgment or otherwise, shall in no wise constitute a waiver of or invalidate any other Covenant, Stipulation or Restriction.

Section 4: In accordance with the power granted in original Covenants recorded in Official Records of Hidalgo County, Texas, Vol. 1429 – page 674, Vol. 1764 – page 207 and Vol. 2865 – page 988, which are hereby superseded by these Amended and Restated Covenants, Stipulation and Restrictions, the owners of at least 75% of the lots in Adobe Wells, a resubdivision of John H. Shary Subdivision of Hidalgo County Texas, hereby adopt each Statement and Article in this Document, and attest to such adoption by their attached signatures.

EXECUTED this 19<sup>th</sup> day of April 1993  
ADOBE WELLS HOMEOWNERS ASSOCIATION, INC.  
By Merlin E. Gustafson – its President

(Acknowledgement)

THE STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 19<sup>th</sup> day of April, 1993  
By Merlin E. Gustafson  
President  
ADOBE WELLS HOMEOWNERS ASSOCIATION

Jeanette Fawcett  
Notary Public, State of Texas

ARTICLE III – Paragraph 1 now reads:

In Section I Adobe Wells street pavement is approximately 22 foot. Plat Map dedicates 30 foot right-of-way in most instances. Thus, the front lot line is about 4 foot in from the street. There shall be no structure on the front 10 foot of a platted lot (14 foot from the street). In addition, on rectangular lots there is a 5 foot set-back from each side lot line on which no permanent structure or overhang is permitted.

Proposed change:

In Section I Adobe Wells street pavement is approximately 22 foot. Plat Map dedicates 30 foot right-of-way in most instances. Thus, the front lot line is about 4 foot in from the street. The City of McAllen Board of Adjustment has granted a variance to Adobe Wells Section I to permit a “0” front set-back from the front property line for the purpose of erecting an unenclosed carport. Overhangs cannot extend into the 4 foot street easement. Therefore, in Section I only, unenclosed carports may extend to the front property line. Sideline setbacks for Section I shall be 5 foot for rectangular lots and 4 foot for parallelogram lots. On parallelogram lots, the nearest corner of the carport, including overhang, shall not extend into the 4 foot street easement.

ARTICLE III – Paragraph 6 now reads:

On parallelogram lots in Section I and in Section II the following set-backs must be maintained: at least 5 foot from the front property line to the nearest corner of a structure, either a RV, mobile home or canopy, and at least 4 foot from each side lot line. “Tip Outs” shall not extend into the side lot line set-back area.

Proposed change:

Line 1 – Delete the words “Section I and”

Section 4: In accordance with the power granted in original Covenants recorded in Official Records of Hidalgo County, Texas, Vol. 1429 – page 674, Vol. 1764 – page 207 and Vol. 2865 – page 988, which are hereby superseded by these Amended and Restated Covenants, Stipulation and Restrictions, the owners of at least 75% of the lots in Adobe Wells, a resubdivision of John H. Shary Subdivision of Hidalgo County Texas, hereby adopt Article III, Paragraph 6, and attest to such adoption by their attached signatures

EXECUTED this 20<sup>th</sup> day of January 1995  
ADOBE WELLS HOMOWNERS ASSOCIATION, INC.  
Myrlene Bishop, President

(Acknowledgement)

THE STATE OF TEXAS  
COUNTY OF HIDALGO

This Instrument was acknowledged before me on this the 20<sup>th</sup> day of January, 1995 by Myrlene Bishop, President, ADOBE WELLS HOMEOWNERS ASSOCIATION

Jeanette Fawcett  
Notary Public, State of Texas